
Agreement
between
The Governing Board
of the
Southside Special Services
of
Marion County
and
The Southside Special Services
Education Association
July 1, 2019-June 30, 2020

PREAMBLE

This agreement is made and entered into this 5th day of November 2019 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. No more than 3 consecutive paid leave days are permitted without providing medical documentation.
- C. 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.
- D. 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.
- E. A certificated employee who is pregnant may use any available paid leave days for any medically-related absences during pregnancy.

- F. 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.
- G. 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; brother sister; 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.

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.
6. 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.
7. The SSSEA shall maintain appropriate records of all Bank contributions, requests, determinations and appropriate dates.
8. 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.

9. Only those certificated employees who voluntarily contribute to the Bank may request and receive benefits.
10. Unused days in the Bank will be carried forward into the next school year.
11. Bank days may be accessed and allocated only after the Member's own paid leaves days are exhausted.
12. 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.
13. Where appropriate, FMLA leave will be charged concurrently with use of Bank days.
14. 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.
15. 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 make a determination 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. 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, 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. Bereavement leave for death of an aunt, uncle, niece, nephew, or cousin related either within the family or by marriage shall be granted one (1) day.

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 Maternity and Adoption Leave and Benefit:

Maternity/adoption leave and maternity/adoption benefits will be defined as follows:

- A. Maternity/adoption leave utilizes the certificated employee's available paid leave days. A separate maternity/adoption benefit does not utilize the certificated employee's paid leave days.
- B. Maternity/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 maternity/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 maternity/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.
- D. 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.
- E. Uncompensated maternity 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 her sole expense (paying the full premium), existing insurance in which she 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.

- F. 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—Paternity Leave:

Paternity leave and paternity benefits will be defined as follows:

- A. Upon the birth of a child, the father who is a certificated employee shall be granted ten (10) consecutive paid days of paternity leave. These days will not be charged against the certificated employee's available paid leave and shall commence on the day following the birth of the certificated employee's child.
- B. It is understood that in the event of a birth over the summer break, the granting of ten (10) paternity leave days will not be made available unless the number of allowable paternity leave days overlaps with the beginning of the next school year.
- C. Uncompensated paternity 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 his sole expense (paying the full premium), existing insurance in which he 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.
- D. 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.

Section 9 – 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 Principal 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 term 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 Principal 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 Principal or his/her designee, a formal written grievance may be presented. The Grievance Report, must be received by the Principal 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 Principal 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 Principal may meet with the grievant (and a representative if requested by the grievant to be present) to resolve the grievance. The Principal 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 Principal'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 Principal'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

- A. The Salary Range for SSSMC certificated employee is \$42,000-\$80,225 not including TRF contributions and prior to any increases negotiated under this agreement.
- B. New Hire Salary: The salary for newly hired certificated employees with no previous teaching experience will be \$43,000 and other newly hired certificated employee salaries will be based on the hire-in schedule below. For purposes of this provision, education will include all of the certifications listed in section D. of this Article. Beginning with 2018-2019 hires, certificated employees who are hired as part of a “transition to teaching program” will qualify for a placement on the new hire placement chart commensurate with similarly credentialed SSSMC certificated employees when they complete a license necessary to maintain the position for which they were employed.

Basic Salary for New Teachers Hired for the 2019-2020 School Year/Hire in Salary
Schedule
2019-2020

Bachelor's		Master's	
0	\$43,000.00	0	\$44,000.00
1	\$43,350.00	1	\$44,790.00
2	\$43,950.00	2	\$45,340.00
3	\$44,700.00	3	\$46,140.00
4	\$45,350.00	4	\$47,000.00
5	\$46,050.00	5	\$47,990.00
6	\$46,750.00	6	\$48,890.00
7	\$47,300.00	7	\$50,183.00
8	\$48,151.00	8	\$51,883.00
9	\$49,557.00	9	\$53,583.00
10	\$50,462.00	10	\$55,283.00
11	\$51,687.00	11	\$56,983.00
12	\$53,092.00	12	\$58,683.20
13	\$54,146.00	13	\$59,906.80
14	\$55,200.00	14	\$61,130.40
15	\$56,254.00	15	\$62,354.00
16 +	\$57,308.00	16 +	\$63,577.00

C. Eligibility for Salary Increase:

1. Newly hired certificated employees whose salary is below the minimum of \$43,000 will have their salary adjusted to meet the minimum, but newly hired certificated employees will not otherwise be eligible for any salary increase their first year of SSSMC employment. In addition, certificated employees who have an emergency permit and no other teaching license will not be eligible for an increase unless and until obtainment of a teaching license.
2. 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 teacher's prior year evaluation was effective or highly effective.

3. 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 all certificated employees rated effective and highly effective.

D. Factors for and Amount of Base Salary Increase

1. *Academic Needs of Students*: The academic needs factor is a teacher retention catch-up and is defined as the importance of retaining effective and highly effective teachers in the highly specialized fields occupied by SSSMC certificated employees with one or more years' experience making less than a new teacher with comparable education and experience. Returning teachers to SSSMC in the first 16 years of employment who earned an effective or highly effective evaluation rating will move to the salary amount on the Hire In Schedule that reflects the teacher's current years of experience. These adjustments will be made before the application of the other base salary increase factors.
2. *Evaluation*- earning of an effective or highly effective evaluation will account for 50% of the total available base increase amount (2.6675%, or half of the 5.335% available) following the application of the Academic Needs factor.
3. A Year of *Experience* as defined by the Indiana Teachers' Retirement Fund/INPRS will account for 50% of the total available base increase amount (2.6675%, or half of the 5.335% available) following the application of the Academic Needs factor.

E. Up to 2% of the total *additional* per diem amounts generated from student attendance from non-member school districts will be equally distributed among all certificated employees who are continuously employed from October 21, 2019 until May 22, 2020, but this stipend will not exceed \$600 per eligible teacher.

F. Regularly scheduled certificated employee contract pay will be distributed in 24 installments through direct deposit, except that, starting with the 2019-2020 school year, all newly-hired certificated employees will receive 25 pays for their first contract.

G. Certificated employees who have submitted their retirement and who have maintained a paid leave day balance will receive \$85 per day at a

maximum payout of 50 days bonus in their last pay check prior to retirement.

- H. Extra Duty Stipends will be provided to the following positions, indexed to the starting base pay salary:

<u>ECA</u>	<u>Index</u>
<u>Behavior Education Department Chair</u>	<u>0.082</u>
<u>Department Chair</u>	<u>0.07</u>
<u>Department Chair</u>	<u>0.07</u>
<u>Assistant Department Chair</u>	<u>0.047</u>
<u>Athletic Director</u>	<u>0.047</u>
<u>Track Coach</u>	<u>0.03</u>
<u>Basketball Coach</u>	<u>0.03</u>
<u>Spirit/Social Coach</u>	<u>0.03</u>
<u>Community Coordinator</u>	<u>0.24</u>
<u>Webmaster</u>	<u>0.2</u>

Section 2 – Ancillary Duty Pay

A. Certificated employees who provide afterschool, ESY, or other instruction beyond the regular work day/regular teaching duties or who participate in professional development beyond the regular work day shall be compensated at a rate of \$25/hour.

B. Certificated employees who provide training or leadership duties beyond their normal roles as teachers or department chairs may earn ancillary duty pay of \$350 for each full day equivalent of such duty. Examples of duties could include training and follow-up on school-wide data collections systems, planning, promoting, and hosting professional development or in-services open to staff from other agencies, etc. These projects must be approved in advance by the Executive Director.

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 ten (10) 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 2019 - 2020 shall be as follows:

401a	Certificated employees in Sick Day Leave Buy Out	.066 X Base
	Certificated employees after Sick Day Leave Buy Out	.056 X Base
HRA	Certificated employees after Sick Day Leave Buy Out	.01 X Base

- C. No certificated employee shall have contribution levels decreased or benefits lost as a result of the omission from this Agreement of the deferred compensation plan language from the MSD Perry Township 2010-2012 collective bargaining agreement. Should the parties determine that a certificated employee's benefits have been adversely affected, the MSD Perry Township 2010-2012 collective bargaining agreement deferred compensation plan language will be used to assure that the calculation of benefits is corrected.

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

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.

B. Health Coverage for Retirees

Retired certificated employees not yet eligible for Medicare as of the date of retirement and their dependents are eligible to continue health coverage following the date of retirement 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 and eligible dependents 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.
- F. A certificated employee may only change plans in accordance with the health plan document.

G. Group Insurance Premium Contributions

Following the options as outlined below, the Board will pay yearly premiums for group health insurance, dental insurance, long-term disability 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 each health plan option:

PPO 2	Family	18,222
	Spouse	15,497
	Child	14,680
	Single	7,391
PPO 3	Family	15,563
	Spouse	13,223
	Child	12,503
	Single	6,335
HSA Plan 4	Family	15,023
	Spouse	12,791
	Child	12,071
	Single	6,107
HSA Plan 5	Family	12,371
	Spouse	10,535
	Child	9,947
	Single	5,027

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.

3. 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

4. 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.
5. The Board will pay 100% minus \$1 for the group term life insurance.
6. The Board will pay 100% minus \$1 for the long-term disability insurance.
7. 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 amount for each individual teacher plan that was in place on June 1, 2019. The Board will pay for the *first* premium increase occurring after June 1, 2019, and any additional premium 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 2019-2020 shall be as follows:

401a	Certificated employees in Sick Leave Day Buy Out	.066 X Base
	Certificated employees after Sick Leave Day Buy Out	.056 X Base
HRA	Certificated employees after Sick Leave Day Buy Out	.01 X Base

- C. No certificated employee shall have contribution levels decreased or benefits lost as a result of the omission from this Agreement of the deferred compensation plan language from the MSD Perry Township 2010-2012 collective bargaining agreement. Should the parties determine that a certificated employee's benefits have been adversely affected; the MSD Perry Township 2010-2012 collective bargaining agreement deferred compensation plan language will be used to assure that the benefit calculation is corrected.

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 2019-2020 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 ten (10) 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

THIS AGREEMENT shall be effective as of July 1, 2019, and shall continue in full force and effect until June 30, 2020.

THIS AGREEMENT is made and entered into at Indianapolis, Indiana, on this 5th of November 2019 by and between the Governing Board of the SSSMC, party of the first part, heretofore referred to as the "Board" and the SSSEA, party of the second part, heretofore referred to as the "Association."

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

SSSMC

By: _____
President

By: _____
Secretary

By: _____
Chair of Negotiating Team

SSSEA

By: _____
President

By: _____

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 CATASTROPIC 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 _____
LAST FIRST MIDDLE

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 DATE

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