

# **PROFESSIONAL AGREEMENT**

between the

**SOUTH BEND COMMUNITY SCHOOL  
CORPORATION**

and the

**NATIONAL EDUCATION ASSOCIATION  
SOUTH BEND**

**2021 – 2023**

The individuals whose names appear below, representing the National Education Association - South Bend and the South Bend Community School Corporation in their respective capacities, have contributed their best efforts, in mutual good faith, to the development of this Agreement.

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The parties also recognize the valuable efforts of Bernard Pylitt, the IEERB appointed mediator, in facilitating the negotiation and development of this Agreement.

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**Article I  
RECOGNITION**

- A. *Recognition* - The South Bend Community School Corporation Board of School Trustees, hereinafter referred to as the "Board," recognizes the National Education Association - South Bend, an affiliate of the Indiana State Teachers Association and the National Education Association of the United States, hereinafter referred to as the "Association," as the sole and exclusive collective bargaining representative for all certified professional employees as defined in Section B.
- B. *Definition* - The term "Teacher" as used in this Agreement shall mean any person who shall have completed the program of teacher education in an institution of higher education, accredited by the Commission on Teacher Training and Licensing of the Indiana State Board of Education or the National Council for Accreditation of Teacher Education, or any person who shall hold the Non-Conventional Vocational Certificate and who is employed by the Board under either a Uniform Regular Teacher's Contract, Temporary Contract, or a Supplemental Service Teacher's Contract, except the following who are excluded from the negotiating unit: Superintendent, Assistant/Deputy Superintendents, Principals, Assistant Principals, Directors, Assistant Directors, Coordinators, Assistant Coordinators, Administrative Assistants, Athletic Directors, Special Education Supervisors, and other specific exclusions as determined by the Indiana Education Employment Relations Board under its rules.

**Article II  
PROFESSIONAL GRIEVANCE PROCEDURE**

- A. *Definition* - A claim by the Association or an aggrieved Teacher that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as herein provided except as otherwise limited by the terms of this Agreement.
- B. *Purpose* - Good morale is maintained as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose in this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be at a maximum and every effort should be made to expedite the process.

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

In the event a grievance is filed after May 15<sup>th</sup> of any year and strict adherence to the time limits may result in hardship to any party, all parties involved shall use their best efforts to process such grievance by the end of the school term or as soon thereafter as possible.

- C. *Informal* - In the event the grievant believes there is a basis for a grievance, the grievant shall discuss with the immediate supervisor the alleged violation before filing a written grievance at Step I. The grievant may request the presence of the Association faculty representative from the grievant's building at this discussion. The term "supervisor" is interpreted to mean the building principal unless otherwise indicated. If the grievant is not under the supervision of a building principal, then the grievant shall discuss the alleged violation with the director or coordinator to whom the grievant reports.

In the event the alleged violation involves more than one building principal, the matter shall be discussed with all building principals concerned.

- D. *Formal* - If after the discussion with the immediate supervisor the grievant feels a grievance still exists, then the following grievance steps may be taken.

**Step I - Immediate Supervisor**

The grievant must within fifteen (15) working days following the occurrence giving rise to the grievance submit to the immediate supervisor a completed Grievance Report Form Step I, which form is set forth in Appendix V and which sets forth the article and section of the contract agreement which are alleged to be violated.

It shall be the responsibility of the grievant(s) to notify the Association representative of the grievance. Within three (3) school days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and the Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance within three (3) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the Teacher. Copies of this form showing the date(s) of the occurrence and provisions of the contract allegedly violated, and the relief sought shall be forwarded to the Association faculty representative and the Superintendent and/or designated representative.

## **Step II - Superintendent**

Within five (5) school days after receiving the decision of the immediate supervisor, or if the immediate supervisor has made no disposition of the case within the time allotted in Step I, the grievant(s) may appeal the decision to the Superintendent and/or designated representative. The appeal shall be on the properly prescribed form and must be accompanied by a copy of the decision at Step I. Within five (5) school days the Superintendent and/or designated representative shall meet with the grievant(s) and the Association representative. Within three (3) school days of the meeting, the Superintendent and/or designated representative shall indicate in writing on the proper form the disposition of the grievance. A copy of this decision shall be forwarded to the grievant(s), the Association and the supervisor. The decision of the Superintendent and/or designated representative shall be final and binding upon the Board, the Association, and the grievant(s). A settlement at either Step I or Step II with the grievant or the Association shall bind both the Association and the grievant.

Any grievance or any decisions not originated, handled and/or appealed by the party claiming to be aggrieved from one step to the next step in the grievance procedure strictly in the manner and within the time limits provided for in the grievance procedure shall be considered settled on the basis of the last decision of the Board and not subject to further appeal or reconsideration, except that, the time limits at any level of the grievance procedure may be extended by mutual written agreement between the Association and the Board.

In the event that the Board fails to answer a grievance within the applicable time provided, then the grievance may be appealed to the next step of the grievance procedure.

- E. *Right to Representation* - Grievants may be represented at all stages of the formal grievance procedure by a person of their own choosing except that they may not be represented by a representative or an officer of any teacher organization other than the Association. The Association shall have the right to be present and to state its views at all formal stages of the grievance procedure.
- F. *Aggrieved Teacher and Class Grievance* - "Grievant" as defined in this grievance procedure, means a Teacher who has a direct interest in the grievance, i.e., the outcome of the grievance directly affects said Teacher's rights as determined by the provisions of the Agreement.

If a grievance affects a group or class of Teachers, the Association may submit such class action grievance, in accordance with the provisions above, in writing within ten (10) working days of the occasion giving rise to such grievance on a form which sets forth the article and sections of the contract agreement which are alleged to be violated. If the class action grievance affects Teachers in a single school, then the grievance shall be commenced at Step I of the formal grievance procedure, unless the principal at the school does not have the authority to address the issue raised by the grievance. If the class action grievance affects Teachers in multiple schools, then the grievance shall be commenced at Step II of the formal grievance procedure.

## **Article III ABSENCES AND LEAVES**

- A. *Personal Illness* - Section 1: (a) All Teachers shall be entitled to a total of eleven (11) paid personal illness days each year to be used for personal and/or family illness. Such leave shall be cumulative. For Teachers hired for or after the 2016-2017 school year, days that are not used during the school year will accumulate and will roll over from year to year and accumulate up to a maximum of 200. As discussed in Paragraph Q, Section 2 below, a Teacher may substitute personal illness days (along with any other paid days) for unpaid Employee Medical Leave, Family Medical Leave, or Covered Service Member Leave.
  - (b) Family, as used in subparagraph A(1)(a), refers to all family members for whose illness a Teacher may take Family Medical Leave Act leave under the Board's FMLA policy.
  - (c) Former non-retired Teachers who are rehired to teach for the School Corporation will upon rehire have as accumulated paid personal illness days the number of paid personal illness days they had at the time they left the School Corporation, less any days paid out to the Teacher or transferred to another school corporation or public employer.

Section 2: (a) Teachers who teach summer or evening school will have paid sick leave for two "session days" per session of summer or evening school they teach. The sick leave must be used for personal or family illness. For clarity, if a Teacher teaches two sessions of summer school in a single calendar day and misses both sessions on a calendar day due to illness, the teacher will be deemed to have missed two "session days" and will be charged accordingly.

(b) For purposes of this section, the term "session" means summer or evening school lasting from three to five weeks with a daily work period of no more than 5 hours. For clarity, if summer or evening instruction lasts more

than five weeks or has a daily work period of more than 5 hours, it will be considered two sessions. If summer or evening instruction both lasts more than five weeks and has a daily work period of more than 5 hours, it will be considered 4 sessions.

(c) For purposes of this section, the term "session day" means the daily work period for a session of summer or evening school. For example, a session day for a summer-school session for elementary instruction with a five-hour daily work period would be five hours. On the other hand, a session day for a summer-school session for high-school instruction with a 3.5-hour daily work period would be 3.5 hours and a single calendar day could have two session days.

(d) At the Teacher's election, unused sick leave at the end of a summer or evening school session may (i) be paid to the Teacher at the conclusion of the summer or evening session at the Teacher's rate of pay for the session; or (ii) be converted to paid personal illness days and accumulated at a rate of one-half paid personal illness days per one unused "session day" of sick leave. For clarity, a "Teacher's rate of pay for the session" means the amount the Teacher is paid for a single session day based on the Teacher's prorated rate paid under Article VII, Paragraph Q. For example, assume two Teachers are paid for teaching summer school at a rate equal to \$50 per hour. The first Teacher is paid \$150 for a three-hour session day to teach high school. The second is paid \$200 for a four-hour session day to teach elementary school. At the end of the summer session, the first Teacher would be paid \$150 for each session day of unused summer sick leave the Teacher turns in while the second Teacher would be paid \$200 for each session day of unused summer sick leave. This example is for informational purposes only.

Section 3: Any Teacher who is absent for a continuous prolonged period of time because of serious illness or disability (which is not compensable under Worker's Compensation) and who has exhausted his/her sick leave, and who intends to accept the benefits of the salary continuous insurance program (i.e., long-term disability program) may appeal to the Superintendent for an extension of sick leave benefits. Such additional benefits shall be granted at the Superintendent's discretion and shall not exceed the lesser of sixty (60) days or the end of the current contractual school year. All such absences are subject to verification by a physician designated by the Board.

- B. *Personal Business* - Section 1: Each Teacher shall be entitled to three (3) days each year for the transaction of personal business without loss of pay. Personal business days requested immediately preceding or following Thanksgiving, Winter, Fall, Summer, or Spring recess for the purpose of extending a vacation shall be charged at the rate of two (2) days for every one (1) used. Personal business days may be taken in half-day units. Up to two (2) unused personal business days may be carried over into the next school year for a maximum of five (5) per year. Any unused days not carried into the following year shall be credited to the Teacher's sick leave accumulation.

Section 2: Each Teacher shall be entitled to two (2) additional personal business days each year to be paid at the rate of one cent for each day. The board shall honor all requests regardless of reasons. Additional leave without pay may be granted by the Superintendent.

- C. *Holiday Deductions* - The Board will not deduct sick leave or personal leave for a school holiday, for vacation periods, or when schools are closed.
- D. *Bereavement* - Section 1: Each Teacher shall be entitled to receive five (5) paid days of bereavement leave for absence due to the death of a father, mother, stepfather, stepmother, brother, sister, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchild or others residing in the same household of the absent Teacher. Bereavement leave may be used at the time of death, when memorial services are held, or for settlement of the estate and need not be taken on consecutive days.
- Section 2: Each Teacher shall be entitled to receive two (2) paid days of bereavement leave for absence due to the death of any other blood relative such as first cousin, aunt, uncle, niece or nephew or for absence due to the death of grandparents-in-law. Bereavement leave may be used at the time of death, when memorial services are held, or for settlement of the estate and need not be taken on consecutive days.
- Section 3: Teachers may use up to 3 days of accumulated sick leave to attend funerals or other memorial services for others not covered by section 1 or 2 when personal business leave days have been exhausted and there is no evidence of abuse.
- E. *Exchange Teaching* - Leaves of absence of up to one (1) year will be granted to any Teacher who serves as a full-time exchange Teacher. If the Teacher has completed five (5) or more consecutive years of service, the Teacher may, upon recommendation of the Superintendent and with the approval of the Board, be paid for the leave of absence for exchange teaching.

Upon return to the School Corporation, persons who have been granted leaves of absence for exchange teaching in programs under the auspices of the United States government will be considered as if they were actively employed by the Board during the period of leave and will be placed in a vacant position for which he or she is qualified. Such leaves may be extended by the Superintendent upon request.



- F. *Military Leave* - Military leave without loss of pay will be granted to any Teacher in accordance with applicable law and *SBCSC Bylaws & Policies*. Upon return from such leave or upon return from any other military leave, a Teacher will be placed on the salary schedule in accordance with I.C. 20-28-10-9.

Full credit for military service will be allowed to all veterans who took the oath of allegiance, served in either combat or non-combat units, and were honorably discharged. A year shall be defined as at least eight (8) months of military service or a combination of military service and school teaching experience occurring between the dates of July 1 and June 30. In no case shall a Teacher receive more than the number of years the Teacher would have received as a Teacher had the career not been delayed or interrupted. Persons serving with the Armed Forces or cooperating auxiliary branches, shall upon honorable discharge or separation be readmitted to teaching in a position comparable to the one surrendered by the individual upon leaving the School Corporation. The Teacher shall have up to sixty (60) days after release from active duty to notify the Board of the intent to return to the system. In the event that the veteran's former position is filled and an identical position is not available, then the veteran will be placed in a temporary position until a satisfactory adjustment can be made.

- G. *Pregnancy, Childbirth, and Baby-Bonding Leave* - Section 1: Any changes in state or federal law will preempt this section. See, e.g., I.C. 20-28-10-5. A Teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sick leave and the following:

(a) A Teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies, in writing, the Executive Director of Human Resources at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Executive Director of Human Resources of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the Teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.

(b) This leave, as well as any additional leave permitted by law, may be taken without jeopardy to reemployment, retirement and salary benefits, tenure and seniority rights.

Section 2: When a child is born to a Teacher or the spouse of a Teacher, the Teacher shall be granted two (2) days leave with pay for each child at the time of birth. For example, a Teacher will receive two days for a single child and four days for twins.

Section 3: In addition, Teachers may use up to twelve (12) weeks of available sick days immediately following the birth of a baby for either medical leave or baby bonding. The actual number of sick days deducted is dependent on the number of paid school days in that twelve (12) week period. Teachers wishing to exercise baby-bonding leave must request it as FMLA leave under Article III(Q). Teachers will not be charged for sick days over break periods.

- H. *Adoptive Leave* - Adoptive leave shall be granted for up to a period of one (1) school year and shall be paid at the rate of one cent for the entire period of leave. When a Teacher adopts a child, the Teacher shall be granted two (2) days leave with pay at the time of adoption. Teachers may use up to twelve (12) weeks of available sick days immediately following the adoption for baby bonding. The actual number of sick days deducted is dependent on the number of paid school days in that twelve (12) week period. Teachers wishing to exercise baby-bonding leave must request it as FMLA leave under Article III(Q). Teachers will not be charged for sick days over break periods.
- I. *Superintendent Approved Leave* - A leave of absence to be paid at the rate of one cent for the entire period of leave may be granted to any Teacher at the Superintendent's discretion. Persons who have been granted leave under this provision for an entire school year (or more) will not earn credit on the salary schedule during the leave period. In other words, when a Teacher who has been on leave for an entire school year (or longer) under this provision, the Teacher will be placed on the salary schedule at the same level he or she was placed on the last day worked. Teachers using this leave are prohibited from holding a teaching position at another school corporation, charter school, or private elementary, middle, or high school or from holding other full-time employment. During leave under this provision, a Teacher will have the option to remain in the Corporation's group health insurance plan (subject to the terms of the applicable plan or policy, as amended from time to time) provided the Teacher was enrolled in the plan immediately before taking leave, the Teacher pays the entire insurance premium applicable to the insurance coverage with the monthly payments to be made on or before the 20th of the previous month.
- J. *Reassignment* - Upon return from any paid leave, a Teacher will be assigned to the same position, if available or, if not, to at least an equivalent position. If a Teacher has had a special assignment prior to the leave of absence, every effort will be made to provide the same special assignment or a similar one upon the Teacher's return. A new assignment will be based on a conference between the Teacher and the Executive Director of Human Resources concerning the positions available for which the Teacher is qualified.

K. *Professional Growth Days* - Professional growth days may be granted with no loss of salary by the Superintendent.

Section 1: Professional growth days shall be used for the purpose of:

(a) Attending and/or participating in professional meetings relating to professional workshops, seminars or conferences.

(b) Visitation to schools within or outside the School Corporation or educational institutions for the purpose of observing instructional techniques or other instructional-oriented programs.

Section 2: The Board will provide expenses such as convention registration, food, lodging and travel-related expenses which are related to attendance at such meetings if the Teacher has been requested to attend by either the Board or the Superintendent of Schools.

L. *Court Appearance* - Any Teacher not a party to the proceeding who is required by subpoena to appear and testify at any court proceeding or administrative hearing shall be entitled to payment of regular salary for up to, but not exceeding five (5) school days. Provided, however, they shall turn in to the Board any remuneration, except for reimbursed expenses, they receive relative to said subpoena for the period of time that their salary is continued as provided in this paragraph.

M. *Jury Duty* - Teachers called for jury duty shall be paid at their normal daily rate during the time they are absent from school for such duty. However, they shall turn in to the Board any remuneration they receive from the courts for serving on such a jury, minus mileage paid to the Teacher by the courts.

N. *Religious Holiday Leave* - Three (3) days of leave per year shall be granted upon request to a Teacher for religious holiday(s) when such observation requires time during the regular school day.

O. [Deleted]

P. *Sick Leave Bank* - Section 1: A Sick Leave Bank will be established to relieve a Teacher from undue financial burdens as a result of an absence from work due to the Teacher's illness, injury, or incapacitation sufficiently severe to make the performance of their duties impossible. Sick Leave Bank leave shall not be used for parenting leave. A Teacher member of the Sick Leave Bank who has exhausted his or her personal leave and sick leave days shall be eligible to apply to the committee for an extension of sick leave benefits. Sick bank days shall not be granted beyond the period when a Teacher would or could be eligible to receive benefits of the School Corporation's long-term disability program. Unused days in the Sick Leave Bank shall be carried forward to the following year.

Section 2: The Sick Leave Bank will be administered as follows:

(a) Any employee on a Regular Teacher's Contract shall be eligible to become a member of the Sick Leave Bank. During the 2018-2019 school year, veteran Teachers who have not already enrolled will have a one-time opportunity between January 1, 2019 and February 1, 2019 to enroll in the Sick Leave Bank.

(b) New Teachers must become members and their first contribution of one (1) sick day will be made on the first pay day.

(c) Retiring Teachers who have in excess of three hundred thirty (330) sick days at the time of retirement shall contribute the days over three hundred thirty (330) to the Sick Leave Bank.

(d) When the Sick Leave Bank account falls below fifty (50) days, an obligatory assessment of one (1) sick leave day shall be made upon all members of the bank who have accumulated sick leave days. Teachers shall be notified prior to this assessment. Members who do not have accumulated sick leave days shall contribute one (1) day from their individual sick day allotment the following school year.

(e) When the Sick Leave Bank account falls below fifty (50) days, the Board shall contribute two hundred (200) days to the bank.

(f) The Board will provide the Sick Leave Committee with an accurate accounting of the number of days and the names of participating Teachers in the bank at the request of the committee.

Q. *FMLA Leave* - Section 1: Leave under the Family Medical Leave Act will be granted to any eligible Teacher in accordance with the FMLA and *SBCSC Bylaws & Policies*. An employee absent, due to health reasons, longer than five (5) consecutive days must apply, retroactively if necessary, to Human Resources for a Family Medical Leave, regardless of available sick days.

Section 2: During an FMLA leave, an employee may substitute any available accrued paid leave for unpaid Employee Medical Leave, Family Medical Leave, or Covered Service Member Leave. Except as set out in paragraph H above and in Ind. Code 20-28-10-5, an employee may substitute any accrued personal business days for unpaid Parenting Leave or Military Family Exigency Leave. It is no longer a requirement to use sick and/or personal business days during Family Medical Leave for any medical condition.

- (a) Should an employee decide not to use accrued paid leave during his/her FMLA leave, then the leave will be unpaid in accordance with law.
- (b) During FMLA leave and while using paid leave (excluding Penny Leave), health insurance benefits will continue at the active employee rate.
- (c) Unless otherwise directed by the employee, the School Corporation will automatically charge available paid leave concurrent with the employee's FMLA leave.

R. *Association President and Association Leave* – Section 1: The Board and the Association agree that the Association President shall be released full-time from his/her teaching duties in order to fulfill his/her obligations with the Association. The Association shall reimburse the Board for the cost of the Association President's released time by paying a share, equal to one-half (1/2) of the salary and other monetary expenses related to the employment of the Association President as a teacher, including fringe benefits. For informational purposes only, the Board will hire a full-time replacement for the Association President on a regular teacher's contract.

Section 2: Each year the Board shall provide sixty (60) days available for Association use, of which not more than ten (10) days may be used by any one (1) Teacher nor more than ten (10) individuals released on any given day. The Association has the right to use these days at times they so select and their use cannot be restricted or denied by the Board. Any of these unused days shall be added to the Sick Leave Bank that is established elsewhere under the terms of this Agreement.

S. *Absence Due to Assault* - In the event a Teacher is absent due to an injury sustained as a result of assault by a student or outsider which is determined to be compensable under Worker's Compensation laws, the Teacher will receive:

- (1) Full salary for the first seven (7) school days of absence.
- (2) The difference between the daily rate paid through Worker's Compensation and the Teacher's daily salary for a period of fifty-three (53) additional school days of absence.
- (3) Absence for the sixty (60) school days described above will not be charged against a Teacher's sick leave.
- (4) Continued benefits of Worker's Compensation will be available to the Teacher after a sixty (60) day period.
- (5) The need for absence during any of the first seven (7) school days must be validated by the health care provider providing services for the work related injuries. In the event that Worker's Compensation is to be used it shall be the responsibility of the employee to immediately or as soon as possible notify SBCSC of any assault or injuries.
- (6) Time for appearance before a judicial body or legal authority as a result of assault by a student or outsider will not result in loss of wages or in reduction of accumulated sick leave of the Teacher.

Teachers injured as a result of breaking up a fight between students shall be treated as if they had been assaulted for the purpose of this Article.

T. *Sabbatical Leave* - Purpose: The Board may grant a leave of absence for the reasons set out in I.C. 20-28-10-3 for a period not exceeding one (1) year to a Teacher upon written request for a sabbatical leave in accordance with this Article.

Section 1: Any Teacher granted sabbatical leave shall be paid at the rate of fifty percent (50%) of the salary the Teacher would have normally received as a full time Teacher.

Section 2: The Teacher shall receive a maximum of one (1) year credit for retirement under the rules of the Indiana State Teacher Retirement System.

#### **Article IV SEVERANCE PAY, RETIREMENT AND SUPPLEMENTAL BENEFITS**

##### 1. *Buy-Out Contributions*

###### A. Teachers hired or rehired on or after July 1, 1998

Teachers hired or rehired on or after the 1st day of July, 1998 shall not be entitled to any payment for the eliminated severance, supplemental and medical benefits. In other words, no contribution shall be made for individuals hired or rehired on or after July 1, 1998.

###### B. Teachers hired before July 1, 1998 who are covered by the Corporation's health insurance

- 1) Teachers hired before July 1, 1998, who are covered by the Corporation's health insurance, shall receive the following payment for the elimination of severance, supplemental and medical benefits.
- 2) VEBA. The Corporation shall contribute the full amount of each Teacher's buy-out contribution to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the IRS Code.
- 3) The total sum of the amount calculated by Educational Services Company as the present value for the severance, supplemental and medical benefits shall be contributed by the Corporation to the VEBA.
- 4) Contributions shall be made to the VEBA by the 31<sup>st</sup> day of January, 2008.
- 5) Following retirement or severance, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and tax dependents, subject to the terms of the VEBA.
- 6) Should the vested employee die, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and tax dependents to the extent permitted by the IRS and Trustee. The employee's estate, if there is no spouse or no dependents, shall receive any amounts remaining in the deceased employee's VEBA account as a taxable death benefit. If not permitted by the IRS or Trustee, any unused amounts shall be forfeited as of the later of December 31, 2016 or the date of death.
- 7) At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.
- 8) The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- 9) Vesting Requirements – A Teacher shall be fully vested in the retirement benefits described in this Section if the retiring Teacher has satisfied the following requirements: The Teacher has at least fifteen (15) years of employment in the Corporation as a Teacher as defined in this Agreement, and is at least fifty-five (55) years of age as of December 31 during the calendar year in which he/she retires.
- 10) If a Teacher retires or otherwise terminates employment before satisfactions of the requirements set forth in this Section, the terminated employee's VEBA plan account shall be forfeited. Teachers whose positions are eliminated by a reduction in force shall not forfeit their individual account assets until their recall rights have expired. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA plan accounts in a manner similar to that used in initially determining the present value calculations. However, a Teacher who is reduced, and who is eligible for and fully vested in the severance pay buyout, shall be entitled to all monies in his/her VEBA account at the time he/she is removed from the recall list.

C. Teachers hired before July 1, 1998 who are not covered by the Corporation's health insurance

- 1) Teachers hired before July 1, 1998, who are not covered by the Corporation's health insurance, shall receive the following payment for the elimination of severance, supplemental and medical benefits.
- 2) 401(a) Plan. The Corporation shall establish a qualified retirement plan as described in section 401(a) of the IRS Code.
- 3) The Corporation shall contribute the total sum of the amount calculated by Educational Services Company as the present value for the severance, supplemental and medical benefits to the 401(a) plan.
- 4) Contributions shall be made to the 401(a) plan by the 31<sup>st</sup> day of January, 2008.
- 5) The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the 401(a) plan.

- 6) Vesting Requirements – A Teacher shall be fully vested in the retirement benefits described in this Section if the retiring Teacher has satisfied the following requirements: The Teacher has at least fifteen (15) years of employment in the Corporation as a Teacher as defined in this Agreement, and is at least fifty-five (55) years of age as of December 31 during the calendar year in which they retire.
  - 7) Until such time that an employee has retired, the employee shall have no access to the assets held in his or her separate 401(a) plan account. Following retirement, a retired employee may elect to commence distributions from his 401(a) plan account.
  - 8) If a Teacher retires or otherwise terminates employment before satisfactions of the requirements set forth in this Section, the terminated employee's 401(a) plan account shall be forfeited. Teachers whose positions are eliminated by a reduction in force shall not forfeit their individual account assets until their recall rights have expired. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. However, a Teacher who is reduced, and who is eligible for and fully vested in the severance pay buyout, shall be entitled to all monies in his/her 401(a) account at the time he/she is removed from the recall list.
  - 9) Should the employee die, after he/she has met the vesting requirements then any amounts remaining in the deceased employee's 401(a) account shall be distributed to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made.
  - 10) At no time may a participant borrow from his 401(a) plan account.
- D. Teachers hired or rehired on or after July 1, 1998 and new hires (excluding rehired School Corporation retirees)
- 1) For all employees hired or rehired after July 1, 1998, including all future employees, the Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code and a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the IRS Code.
  - 2) The Corporation agrees to contribute one percent (1%) of each Teacher's base salary as follows: Half of the contribution amount, or one half percent (.5%) of each Teacher's base salary, shall be put into each individual Teacher's separate 401(a) account and VEBA account annually.
  - 3) Contributions described in the previous paragraph shall be made beginning the month of July, 2006. In the event that the sign up procedure is not complete by July, 2006, contributions shall be made retroactively.
  - 4) The Corporation shall make equal monthly contributions throughout the school year, and will complete its contributions on or before September 1 of each succeeding year.
  - 5) The amount contributed for each employee will be invested in separate accounts. There will be no commingling of accounts and each employee may determine how his or her accounts shall be invested among the investment options made available by the vendors for the 401(a) and VEBA plans.
  - 6) Vesting Requirements –An employee's 401(a) and VEBA accounts shall be vested upon the earlier of the signing of the Teacher's sixth (6<sup>th</sup>) consecutive contract or the beginning of the Teacher's sixth (6<sup>th</sup>) consecutive year of teaching.
  - 7) Until such time that an employee's employment with the School Corporation is terminated, the employee shall have no access to the assets held in his or her separate 401(a) or VEBA plan accounts. Following retirement, a retired employee may elect to commence distributions from his 401(a) plan account.
  - 8) Should a vested employee die, any amounts remaining in the deceased employee's 401(a) and/or VEBA accounts shall be distributed to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made; provided, however, if not permitted by the IRS and/or Trustee, the account of any vested employee who dies without a dependent eligible to use the funds in the VEBA shall be forfeited.

- 9) Any monies in an account from an employee who severs service and is not vested shall be forfeited and transferred to the employer's forfeiture account to be used to offset future contributions.
  - 10) At no time may a participant borrow from his 401(a) or VEBA plan accounts.
2. *Continuing Benefits:* The following benefits contained in the Professional Agreement shall continue in effect for all Teachers:

- A. Group Insurance: If required by applicable law, immediately following retirement or severance of employment, the Teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's group health insurance plan until the Teacher becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq. subject to the terms of the applicable plan or policy, as amended from time to time, provided all of the following conditions are met as of the date of severance and thereafter:
- 1) The Teacher was enrolled in the Corporation's group insurance plan during the school year immediately before severance;
  - 2) The Teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the monthly payments to be made on or before the 20<sup>th</sup> of the previous month. Failure to pay the entire insurance premium for two consecutive months will result in termination of insurance coverage retroactive to the last paid-through date; and
  - 3) The Teacher has provided a written request to the Corporation for continuing insurance coverage for the Teacher and spouse, if any, within ninety (90) days of the retirement / severance date.

The Corporation reserves the right to change the coverage, benefits (including prescription coverage), and premiums for retirees who remain in the Corporation's group health insurance plan.

- B. 403 (b) Annuity Plan: This Agreement shall not affect a Teacher's right to make a salary reduction election and make tax deferred contributions to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code, and in accordance with the provisions of the Professional Agreement.
- C. Sick Leave Pay Out: Teachers with at least fifteen (15) years of employment as a Teacher as defined in this Agreement with the School Corporation, and who are at least 55 years of age as of December 31 during the calendar year in which their employment ends, shall receive reimbursement for accumulated sick and personal business days at the rate of \$50.00 per day for each day of accumulated sick or personal business days, up to a maximum of 330 days. The Corporation shall contribute the amount of the payout to the VEBA, for those Teachers hired before July 1, 1998 who are covered by the Corporation's health insurance. The Corporation shall contribute the amount of the payout to the 401(a) for those Teachers hired before July 1, 1998 who are not covered by the Corporation's health insurance. For those Teachers hired or rehired on or after July 1, 1998 (including all new hires), the Corporation shall contribute half the amount to each Teacher's VEBA and half the amount to each Teacher's 401(a).

### 3. *Miscellaneous Provisions*

- A. Costs: The Corporation shall not be paid any compensation for its services performed on behalf of the VEBA and/or 401(a) accounts. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.
- B. Portability: An employee who leaves the employment of the Corporation and has met the vesting requirements outlined here-in shall be entitled to retain his/her VEBA and/or 401(a) accounts subject to the terms of the applicable plan document and IRS guidelines.
- C. Future Adjustments: The parties agree that this Agreement does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Corporation and Association may in the future bargain modifications of any kind to this provision, provided however, that any future revision(s) of this Agreement shall not affect the retirement benefits of Teachers already receiving benefits pursuant to this Section.

- D. Notification: In order to receive 100% of the payout for accumulated sick and personal business days referenced in Paragraph 2, C (“Sick Leave Pay Out”), the Teacher shall submit to the Corporation’s Executive Director of Human Resources a written notification of intent to retire on or before April 1 of the year of retirement. A Teacher who fails to submit written notification of intent to retire by April 1, but submits his or her notice by May 1 of the year of retirement, will receive 75% of the Sick Leave Pay Out. A Teacher who fails to submit written notification of intent to retire by May 2, but submits his or her notice by June 1 of the year of retirement, will receive 50% of the Sick Leave Pay Out. A Teacher who fails to submit written notification on or after June 2 will receive 25% of the Sick Leave Pay Out. The April 1 deadline may be waived by the Superintendent at his or her discretion in the event that the Teacher is forced to retire due to illness or accident. Teachers are reminded that notification of intent to retire does not affect continued eligibility to participate in the group health insurance plan as an active employee through August 31 of the year of retirement.
- E. Initiating Retirement: Full responsibility for initiating detail relative to retirement with the Indiana State Teachers Retirement Fund rests with the individual Teacher; however, the Benefits Department will give counsel and assistance.

**Article V  
EMERGENCY SCHOOL CLOSING**

- A. *Remuneration* - When a school or schools are officially closed by the Superintendent, all certified Teachers will be paid.
- B. *Travel Difficulties* - In the event of an absence resulting from travel difficulties between a Teacher’s local place of residence and place of employment, the Superintendent may waive the salary deduction if the travel difficulties arise from floods, storms or other conditions beyond the control of the employee and if in the judgment of the Superintendent the employee has made every reasonable effort to get to the place of employment.

**Article VI  
INSURANCE**

A. *Comprehensive Major Medical Health Insurance*

Section 1: The Board will provide any Teacher with a one-half (1/2) time contract or greater a comprehensive major medical plan which contains the following cost containment provisions:

- a) Out-patient Surgery
- b) Mandatory Pre-admissions Testing
- c) Mandatory Second Opinion Surgery
- d) Ambulatory Surgery
- e) Inpatient Concurrent Review
- f) A prescription card

Section 2: Coverage for the comprehensive major medical insurance program will contain the benefit provisions set forth in Appendix IV. It will also include a full cost spousal surcharge for employees whose spouses are eligible for health coverage through their own employers. Additional information regarding this surcharge is set forth in Appendix IV.

Teachers who are hired on or after November 20, 2017 are eligible to enroll in the Core Plan, the HSA Plan, or the Essential Plan only.

The plan will pay one hundred percent (100%) of all eligible claims in excess of the annual deductible and coinsurance amount (excluding co-pays).

Section 3: The comprehensive major medical insurance program coverage and exceptions shall be set forth in a brochure and made available to all participants.

Section 4: Upon the death of an active or retired Teacher, the spouse shall be provided such access to health insurance as required by law.

Section 5: The plan will be administered by Anthem. A change in the third-party administration may occur at any time upon mutual agreement of the parties.

Section 6: The Board and the Association agree that SBCSC will not exceed limits imposed by I.C. 20-26-17.

The Board and Association agree that an open enrollment period will be offered annually and will provide an opportunity to change between plans offered, except that following the close of the 2017 enrollment period, participants in the Core, HSA, or Essential Plans will not be permitted to select the Buy Up Plan.

Within 14 days after open enrollment ends, the Corporation will provide to the Insurance Committee the expected cost for group health care, the Corporation's contribution and the employee premium for each applicable plan and level of coverage. The Insurance Committee shall meet quarterly to review the premiums and to ensure there are no material errors in methodology and to monitor the services of Anthem.

The parties agree that the group health insurance plan will be changed to avoid the "Cadillac Tax" under the Affordable Care Act. The Board and the Association shall bargain such changes and will execute a Memorandum of Understanding no later than five months prior to implementation of the "Cadillac Tax" that is limited to this issue and does not re-open contract negotiations.

#### Section 7: Premium Contributions.

(a) For Teachers selecting the Core Plan, the Board will pay 80% of Core Plan premiums for the selected enrollment tier (i.e., single, employee/spouse, employee/children, or family), and the participating teacher will pay 20%.

(b) For Teachers selecting the Buy Up Plan the Board will pay an amount equal to 80% of Core Plan premiums for the enrollment tier corresponding to the Buy Up Plan enrollment tier (i.e., single, employee/spouse, employee/children, or family), selected by the Teacher toward the Buy Up Plan premiums and the participating Teacher will pay the remaining amount.

(c) For Teachers selecting the HSA Plan, the Board will pay an amount equal to 80% of Core Plan premiums for the enrollment tier corresponding to the HSA Plan enrollment tier (i.e., single, employee/spouse, employee/children, or family), selected by the Teacher toward the HSA Plan premiums and the participating Teacher will pay the remaining amount.

(d) HSA Contribution. For Teachers selecting the HSA Plan, the Board will pay \$1,000 annually into the Teacher's health savings account on a pro-rated basis.

(d) For Teachers selecting the Essential Plan, the participating Teacher will pay the maximum contribution under the ACA Rate-of-Pay Safe Harbor for the selected enrollment tier and the Board will pay the remaining amount.

For the 2022 plan year only, the Board will pay half of any increase from the 2021 plan year in employee contributions in the Buy-Up and Core Plans. The "Total Rates" in Appendix IV (which reflect the full premium amounts) have been reduced to reflect the Board's payment of one half of the increase.

Section 8: Clinic Incentive. The Board will give Teachers who get an annual physical at the Corporation's Healthcare Clinic a \$300 credit toward their premium contributions. This credit is available once annually. Other incentives will be discussed between NEA-SB insurance committee and SBCSC.

- B. *Vision Insurance* - Section 1: The Board will provide any Teacher with a one-half (1/2) time contract or greater a vision insurance plan which provides the insured with new frames, lenses, and examinations every twelve (12) months. The Board will pay eighty percent (80%) of the premium for either the single or family coverage, and the participating Teacher shall pay twenty percent (20%).

Section 2: The Board and the Association agree to designate major medical insurance savings to fund vision insurance.

Section 3: A change in the insurance carrier may occur at any time upon mutual agreement of the parties.

- C. *Dental Insurance* - Section 1: The Board will provide a dental insurance plan that will provide the following coverage:

A plan with a two-thousand dollar (\$2,000.00) maximum annual benefit. Coverage to be as follows:

Insurance pays:

100% Diagnostic, preventive- no deductible

80% Oral surgery, endodontia, periodontia- \$50 deductible

60% Crowns, fixed bridges, dentures - \$50 deductible

50% Orthodontia to a lifetime maximum of \$1000 (Life maximum to age 19)

Section 2: The Board will provide any Teacher with a one-half (1/2) time contract or greater with a dental insurance plan. The Board will pay eighty percent (80%) of the premium for either the single or family membership and the participating Teacher shall pay twenty percent (20%). The amount of the Teacher co-pay each year shall



not increase by more than ten percent (10%) per year. The Board will pay eighty percent (80%) of the premium for either the single or family membership, and the participating Teacher shall pay twenty percent (20%). The amount of the Teacher co-pay each year shall not increase by more than ten percent (10%) per year.

Section 3: A change in the insurance carrier may occur at any time upon mutual agreement of the parties.

- D. *Life Insurance* - The Board will provide a fully paid term life insurance policy in the amount of fifty-thousand dollars (\$50,000.00) (one-hundred-thousand dollars [\$100,000.00] accidental death) for each Teacher employed by the School Corporation. The carrier for said insurance shall be selected by mutual agreement between the Association and the Board.
- E. *Long-Term Disability* - The Board will assume the cost of a salary continuance program for Teacher long-term disability which will provide, subject to the terms of the non-duplication offset provision of the policy (Social Security, early retirement, etc.) sixty-six and two-thirds percent (66 2/3%) of salary with a six-thousand-one-hundred-eleven dollars (\$6,111) per month maximum to age sixty-five (65) after a six (6) month waiting period (see policy).
- F. *Liability Professional & Auto* - The Board shall purchase the type and amount of insurance necessary to protect itself as a corporate body, its individual members, its appointed officers, and its employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental injury to any person or in property damage within or without the school buildings while the above named insured are acting in the discharge of their duties within the scope of their employment and/or under the direction of the Board. Insurance coverage for claims, suits or judgments against Teachers arising out of the operation by Teachers of motor vehicles not owned by the Corporation shall be limited to coverage for such claims, suits or judgments which exceed the insurance coverage available under policies owned by Teachers individually and which provide coverage over such claims, suits or judgments.
- G. *Worker's Compensation* - The Board shall provide Worker's Compensation insurance to all Teachers of the School Corporation.
- H. *Insurance for Retired Teachers* - To the extent required by law, the Board shall provide for participation in all contract insurance plans for all Teachers who retire and accept the benefits of the Indiana State Teachers Retirement Fund until the Teacher becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq., subject to the terms of the applicable plan or policy, as amended from time to time. With regard to vision and dental insurance, Teachers who have retired from the district may purchase at their cost dental and vision insurance under the Corporation's then effective plan until they reach the age of 65. Subject to applicable laws, the Board will provide eligible retired Teachers COBRA coverage for dental and vision insurance for three years after they turn 65 or—if a Teacher retires after they have already turned 65—three years after they retire. Except for Teachers who are hired on or after November 20, 2017, retired Teachers shall have life insurance of five-thousand dollars (\$5,000.00) granted at the cost of the Board. Teachers hired on or after November 20, 2017 shall not be provided a retiree life insurance benefit.
- I. *Section 125* - The benefits provided by Section 125 of the Internal Revenue Act shall be made available to any bargaining unit member so requesting. The employer and the employee shall share equally in the cost of participation. The Board agrees to provide the payroll deduction upon receipt of the prescribed authorization form. The company selected to administer this program shall be by mutual agreement of the Association and the Board.

## **Article VII PROFESSIONAL COMPENSATION**

- A. *Basic Salaries* - The basic salaries of Teachers covered by this Agreement are set forth in Appendix I which is attached to, and incorporated in, this Agreement.
- B. *Military Credit* - Credit will be given for each year of military service up to a maximum of four (4) years. A minimum of eight (8) months military service is necessary to qualify for a year of service. (Rule 94, 1948, Department of Education)
- C. *Extra Pay Schedule* - Extra pay for special services will be set forth in Appendix II which is attached to, and incorporated in, this Agreement. Teachers performing duties as athletic coaches will receive the extra pay in equal installments paid as part of their regular paychecks during the season as determined by the IHSAA schedule published for that year. Otherwise, the Teacher performing such duty shall have the option to be paid throughout the school year or in one lump sum at the conclusion of their particular service.
- D. *Daily Deduction* - Deductions for school year personnel for daily absences not covered by provisions listed shall be made at the rate of 1/188 of the contracted salary.
- E. *Equal Pays* - For the 2021-2022 school year, Teachers will be paid in twenty-six (26) equal gross pay checks. Teachers may elect to receive their final checks on a June schedule or a summer schedule. For informational

purposes, the School Corporation expects to update its systems in human resources and payroll, which would allow for a smoother transition from 26 pays in a year to 24. Therefore, starting with the 2022-2023 school year, Teachers will be paid in twenty-four (24) equal gross pay checks as follows:

- The first payday for all teachers on a regular contract (regardless of the timing of pay for the prior contract year) will be September 5.
  - Paydays will be the 5th and 20th of each month.
  - If a payday falls on a weekend or holiday, Teachers will be paid on the business day immediately before the weekend or holiday.
  - Teachers may elect to receive their final checks on a June schedule or a summer schedule.
- F. *Tax-Deferred Annuities* - The Board shall make available to all Teachers the opportunity to participate in the tax deferred (sheltered) annuity/mutual fund programs. A change in the 403(b) vendors may occur at any time upon mutual agreement of the parties.
- G. *Payroll Deductions* - Section 1: Payroll deductions for Teachers are limited to the following items in addition to those deductions permitted by law, upon appropriate written authorization from the Teacher:
- (a) Insurance as approved by this contract
  - (b) Teachers Credit Union
  - (c) 403(b)/457 Plan contributions
  - (d) United Fund
  - (e) U.S. Savings Bonds
  - (f) School Corporation Education Foundation, Inc.
  - (g) Any other plans or programs jointly approved by the Association and the Board.
- H. *Deductions for Absences* - Deductions for certified personnel for daily absence not covered by provisions listed shall be made at the daily rate of the contracted salary.
- I. *Credit for Outside Teaching Experience* - All Teachers shall receive full credit on the salary schedule for outside teaching experience up to a maximum of twenty (20) years. No Teacher shall be given salary schedule credit in excess of that authorized by this schedule. The Assistant Superintendent of Operations shall evaluate the experience of all Teachers who have had teaching experience outside the School Corporation. Credit, as provided above, for outside teaching experience shall be given for salary computation providing such experience has been comparable to the kind and type of teaching done in the South Bend Community Schools. To receive credit for a full year of teaching experience on the School Corporation pay schedule and to be eligible for a full increment the succeeding year, a Teacher must teach at least one-hundred-twenty (120) school days of any school year.
- J. *ISTRF Contribution* - The Board shall make the annual Indiana State Teachers Retirement Fund contribution of three percent (3%) for all Teachers covered by this agreement.
- K. [Deleted]
- L. *Additional Teaching Duties* - Teachers performing the ancillary duty of teaching a class beyond the normal teaching load will be compensated based upon that Teacher's daily rate adjusted to determine the amount for one standard class period in the respective building or at 1/1000 of the existing Bachelor minimum salary, whichever is higher. For informational purposes, the Corporation's current practice is that Teacher's may refuse the ancillary duty of teaching a class beyond the normal teaching load.
- M. *Class Coverage* - Teachers performing the ancillary duty of covering another Teacher's class will be compensated at 1/1000 of the existing Bachelor minimum salary if such assignment is Corporation induced. For informational purposes, the Corporation's current practice is to seek Teacher volunteers for the ancillary duty of covering another Teacher's class and assign a Teacher to class coverage when no volunteers accept the duty.
- N. *Mileage* - Teachers shall be reimbursed for mileage in accordance with the current IRS standard mileage rates.
- O. *Special Education Emergency Permit* - For every year following the second year that a Teacher who was initially hired by the Board under an emergency permit as a special education Teacher continues to teach in a special education position, the Board will reimburse to the Teacher one-half the cost of up to six (6) hours per year of tuition paid to obtain special education certification. The rate reimbursed shall be based on the per hour cost of in-state tuition at I.U.S.B.
- P. *Prorated Pay* - A Teacher contracted to start after the first day of the school year will be contracted for the number of teaching days remaining in that school year at the Teacher's daily rate.

- Q. *Summer and Night Employment* - Any Teacher employed in a summer or night employment position shall be paid at a prorated rate based on the Teacher's current salary. The parties acknowledge that while I.C. 20-28-6-7(d) provides that the Superintendent shall determine the salary for a supplemental service (including summer school) contract, the Superintendent has nevertheless exercised his discretion in order to determine that this supplemental service compensation be bargained.
- R. *Driver's Education and High School Summer Sports Camps* - Driver education Teachers shall be paid twenty-five dollars (\$25.00) per hour for non-credit courses. High School summer school sports camp personnel shall be paid at the following hourly rates: Head Coach eighteen dollars (\$18.00); Assistant Coordinator thirteen dollars (\$13.00); and Camp Assistant (Aide) eight dollars (\$8.00).
- S. *Physical Examinations* - The cost of the following physical examinations will be assumed by the Board:
- (1) Pre-employment medical examinations; and
  - (2) Examination by a physician as a result of a Worker's Compensation claim.
- T. *Committee Activities* - Release time for committee activities will be granted upon approval by the Superintendent.
- U. *Professional Staff Meetings* - During the school year release time may be granted for professional staff meetings with the approval of the Superintendent.
- V. *Credit for Outside Work Experience for Teachers Possessing a Workplace Specialist's License*. A Teacher possessing a workplace specialist's license shall receive one year of credit on the salary schedule based upon every two years of occupational experience up to a maximum of 10 years.
- W. *Mandatory Direct Deposit*. The School Corporation will directly deposit Teachers' pay into their designated bank accounts.
- X. *Parent-Teacher Conferences*. The Association agrees that Teachers will be expected to attend two parent-teacher conference evenings during the school year (one to be held during the first semester and the other during the second semester). In exchange for Teachers' attendance at these parent-teacher conference evenings, Teachers will be released from duty for one-half day on two Teacher record days. This paragraph is included for informational purposes only.
- Y. *Discretion Regarding Salary*. SBCSC may provide a three-time stipend to a new Teacher in the following circumstances:
- (1) For Teachers who are within the first three years of service with the Corporation and who are licensed in, and have been hired to serve as Teachers in, math, science or special education, or are trained in international baccalaureate instruction, are psychologists or speech language pathologists, or have ENL certification. SBCSC's Executive Director of Human Resources will notify the NEA-SB President of any action taken under this subsection.
  - (2) For other Teachers who are within the first three years of service with the Corporation who do not fall within the agreed upon categories, but are in demand based on previous experience, other skills (including bilingual skills), staffing and school needs. For any action taken under this subsection, the SBCSC's Executive Director of Human Resources must obtain agreement from the NEA-SB President before providing a stipend to a new Teacher under this subsection.
- Stipends under this subsection may not exceed \$2,000 in a single year and may not be paid to a Teacher with more than three years of service with the Corporation.
- Z. *Expanded Criminal History Background Checks*. Consistent with the terms of I.C. 20-26-5-10, the Board shall pay the cost of any and all expanded criminal history background checks that veteran Teachers are required to undergo.
- AA. *Dependent Textbook Fee Waiver*. The Board agrees that the textbook fees of Teachers' dependents who are enrolled as students in the School Corporation will be waived. To be eligible for this fee waiver, a Teacher must submit a Textbook Tuition Assistance Application and Request for Textbook Fee Waiver for each student on or before December 1.
- BB. *Payment for Retiree Substitute Teachers*. Retired School Corporation teachers who are employed to substitute teach will be paid at a rate of \$150 per day. This is included in this Agreement for informational purposes only.
- CC. *Homebound Instruction*. A Teacher providing homebound instruction to students will receive \$25 per hour for one student at a time, \$37.50 per hour for two students at a time, and \$50 per hour for three students at a time. If no students show up for homebound instruction, the Teacher will be paid for one hour at the one-student rate. Otherwise, the Teacher will be paid based on the number of students who show up for homebound instruction.
- DD. *Mentor Teachers Under TQP Grant*. Teachers serving as mentor teachers as part of the program established through funding under the Teacher Quality Partnership Grant received in cooperation with IUSB will receive a

\$1,000 stipend for each school-year quarter they are assigned a mentee student under the program. The School Corporation may not pay teachers under this provision after TQP Grant funding has run out.

- EE. *Non-Zone Teacher Leadership Teams.* Teachers serving on a teacher leadership team at a school not in the South Bend Empowerment Zone will receive a \$1,750 stipend each semester. The School Corporation may not pay teachers under this provision after the Teacher School Leader Incentive Program grant funding has run out. For information purposes, the parties acknowledge that the qualifications and selection process for Teachers serving on teacher leadership teams at schools not within the South Bend Empowerment Zone will be subject to discussion under Ind. Code 20-29-6-7.
- FF. *Curriculum Teacher Leaders.* Teachers serving as a Curriculum Teacher Leader will receive a \$2,500 stipend each semester. The School Corporation may not pay teachers under this provision after the Teacher School Leader Incentive Program grant funding has run out.
- GG. *Mentor Teachers Under HEA 1008 Career Ladders Grant.* Teachers serving as a mentor teacher overseeing novice instructors under the program established through funding under the HEA 1008 Career Ladders Grant will receive a \$2,000 annual stipend. The School Corporation may not pay Teachers under this provision after HEA 1008 Grant funding has run out.
- HH. *National Board Certification Cohort.* A Teacher who pursues a valid National Board of Professional Teaching Standards (NBPTS) Certification will be reimbursed for teacher-candidacy fees up to \$2,500 upon submission of proper documentation. Additionally, a Teacher who possesses a valid NBPTS Certification will receive a stipend of \$5,000 per contract year. The School Corporation may not pay Teachers under this provision after the Teacher School Leader Incentive Program grant funding has run out.
- II. *Retention Stipends.* Stipends under this paragraph will be paid out of grant funds under a Teacher School Leader Incentive Program grant. Therefore, stipends under this paragraph are contingent on the School Corporation having received a grant distribution under the TSL Grant on or before September 15.

Within 15 days after evaluations have been finalized, the School Corporation will pay teachers a retention stipend as follows:

School Tier	Highly Effective	Effective
Level 1 (D/F School within Qualified Opportunity Zone)	\$1,200	\$700
Level 2 (D/F School not in Qualified Opportunity Zone)	\$1,200	\$700
Level 3 (All other schools)	\$1,200	\$700

To qualify for a retention stipend, a Teacher must have been employed as a Teacher with SBCSC for at least 120 days during the previous school year and must be employed with SBCSC at the time the stipend is paid. The parties intend this provision to be enforceable status quo language under Ind. Code 20-29-6-16(b) until a new contract is executed. This provision will be effective only during the duration of this contract and the following status quo period under Ind. Code 20-29-6-16(b).

- JJ. *Micro-credentials.* A Teacher who completes a district-approved micro credential will receive a \$150 stipend. Stipends will be paid out once each semester with proper documentation. Teachers may not receive more than four stipends during a school year. For informational purposes only, the attainment of micro credentials will be optional except for new teachers participating in SBCSC's two-year teacher-induction program, who must do only 1 per year.
- KK. *Extended Learning Program.* Teachers who work in the School Corporation's extended-learning program funded through ESSER or CARES grants during the 2021-2022 school year will be paid at a rate of \$70 an hour.
- LL. *SBEZ School Improvement Teacher Leadership Teams.* Teachers who obtain and maintain School Improvement Teacher Leadership Team designations from the South Bend Empowerment Zone will receive a stipend of \$1,750 per semester. The School Corporation may not pay teachers under this provision after the Teacher School Leader Incentive Program grant funding has run out. This provision is limited to South Bend Empowerment Zone schools subject to this Agreement.
- MM. *SBEZ Instructional Leadership Teacher Leadership Team.* Teachers who obtain and maintain an Instructional Leadership Teacher Leadership Team designation from the South Bend Empowerment Zone will receive a stipend of \$3,150 per semester. The School Corporation may not pay teachers under this provision after the Teacher School Leader Incentive Program grant funding has run out. This provision is limited to South Bend Empowerment Zone schools subject to this Agreement.

**Article VIII**

## **EFFECT OF AGREEMENT**

- A. *Savings Clause* - Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.
- B. *Penny Leave Provisions* - Provisions in this Agreement contemplating leave paid at the rate of one cent for the entire period of leave contemplate that the total compensation provided to a Teacher during the period of leave will be one cent and does not provide for continuation, accrual or vesting of benefits except as required by law. The parties agree that the School Corporation may amend any and all plans to the extent it deems necessary or desirable to ensure plan terms are consistent with this provision. If benefits must be provided pursuant to applicable law, Teacher shall be responsible for 100% of the cost or premium, as applicable, except when Teacher's absence is for personal business.

## **Article IX DURATION OF AGREEMENT**

Unless one or more schools operated by South Bend Empowerment Zone, Inc. opt out of collective bargaining as permitted under I.C. 20-31-9.5-9.5, the following will apply for all Teachers:

- This Agreement shall be effective as of July 1, 2021, shall not be extended orally, and shall expire on June 30, 2023;
- The parties will reopen the agreement to bargain only health insurance if total premiums (i.e., employer contributions plus employee contributions) for any tier of any plan (excluding the Essential Plan) increase for the 2023 plan year; and
- The parties shall initiate negotiations for the purpose of entering into a successor agreement in accordance with the timelines set by law.

If a school opts out of collective bargaining as permitted under I.C. 20-31-9.5-9.5 by providing timely notice as required by I.C. 20-29-5-2, the above terms will not apply to Teachers in that school and for Teachers in that school, this contract will be effective as of July 1, 2021 and will expire on June 30, 2023. For informational purposes, SBCSC will notify the Association by March 16, 2022 if any schools decide to opt out of collective bargaining under I.C. 20-31-9.5-9.5.

**SIGNATURES**

This Agreement is made and entered into at South Bend, Indiana on this 17th day of December, 2021, by and between the School Corporation, County of St. Joseph, State of Indiana, party of the first part heretofore referred to as the Board, and the National Education Association - South Bend, affiliated with the Indiana State Teachers Association, party of the second part, heretofore referred to as the Association. This Agreement is so attested to by the parties whose signatures appear below.

The undersigned attest to the following:

1. A public hearing was held on September 30, 2021 in compliance with § 20-29-6-1(b), and electronic participation from the parties and/or public was not permitted; and
2. A public meeting was held on December 14, 2021 in compliance with I.C. § 20-29-6-19 to discuss the tentative agreement and electronic participation from the governing body and public was not permitted.

National Education Association - South Bend

South Bend Board of School Trustees

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary, Negotiating Committee

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Superintendent

## **APPENDIX I COMPENSATION**

At the beginning of the 2020–2021 school year, the salaries of full-time returning Teachers were \$41,000–\$79,100. After apply salary increases described below, the range for the 2021–2022 school year will be \$42,000–\$81,600. Salaries for first-year Teachers will be \$42,000 subject to the provisions elsewhere in the Collective Bargaining Agreement.

### **New Hire Salary**

Teachers hired for the 2021-22 school year with 0 years of experience:

- who work in a non-SBEZ school will be paid \$42,000;
- who work in a SBEZ school will be paid \$44,000.

Teachers hired for the 2021-2022 school year with one or more years of experience will receive starting salaries based on a new-hire schedule established using the median salary for SBCSC teachers (reflecting the base salary increases offered to eligible teachers under this Agreement’s compensation model) with the same level of education and experience.

Teachers hired for the 2022-23 school year with 0 years of experience:

- who work in a non-SBEZ school will be paid \$43,000;
- who work in a SBEZ school will be paid \$44,880.

Teachers hired for the 2022-2023 school year with one or more years of experience will receive starting salaries based on a new-hire schedule established using the median salary for SBCSC teachers (reflecting the base salary increases offered to eligible teachers under this Agreement’s compensation model) with the same level of education and experience.

### **General Eligibility**

To be eligible for a salary increase under this Agreement, a Teacher must have been rated effective or highly effective in the prior school year at SBCSC. A Teacher who does not satisfy this eligibility criteria remains at their prior year salary.

### **Factors, Definitions, and Application of Factors for Salary Increases**

1. **Evaluation Rating:** The Teacher must be rated effective or highly effective in the prior school year.

*For 2021-22:* An eligible teacher (Zone and Non-Zone) will receive \$1,600 in salary increase on the base for the 2021-22 school year under the Evaluation Rating factor.

*For 2022-23:* An eligible teacher in a Zone school will receive \$880 in salary increase for the 2022-23 school year under the Evaluation Rating factor and an eligible teacher in a non-Zone school will receive \$1,000 in salary increase for the 2022-23 school year under the Evaluation Rating factor.

2. **Academic Needs of Students**, is *defined as* the need to retain particular teachers and differentiated in accordance with the 2021 IEERB compliance rubric.

## 2021-22

- An eligible Teacher who works in a SBEZ school with 1-7 years of experience at the commencement of the 2021-22 school year will receive \$2,400 on the base for the Academic Needs factor.
- An eligible Teacher who works in a non-SBEZ school with 4-6 years of experience at the commencement of the 2021-22 school year will receive \$700 on the base for the Academic Needs factor.
- An eligible Teacher who works in a SBEZ school with 8-11 years of experience at the commencement of the 2021-22 school year will receive \$4,400 on the base for the Academic Needs factor.
- An eligible Teacher who works in a non-SBEZ school with 7-9 years of experience at the commencement of the 2021-22 school year will receive \$1,400 on the base for the Academic Needs factor.
- An eligible Teacher who works in a SBEZ school with at least 12 years of experience at the commencement of the 2021-22 school year will receive \$6,400 on the base for the Academic Needs factor.
- An eligible Teacher who works in a non-SBEZ school with 10-25 years of experience at the commencement of the 2021-22 school year will receive \$1,700 on the base for the Academic Needs factor.
- An eligible Teacher who works in a non-SBEZ school with at least 26 years of experience at the commencement of the 2021-22 school year will receive \$900 on the base for the Academic Needs factor.

## 2022-23

- An eligible Teacher who works in a SBEZ school will receive an amount for the Academic Needs factor necessary to bring the Teacher's overall 2022-23 salary increase to 2%.
- An eligible Teacher who works in a non-SBEZ school with 1-3 years of experience at the commencement of the 2022-23 school year will receive \$620 on the base for the Academic Needs factor.
- An eligible Teacher who works in a non-SBEZ school with at least 4 years of experience at the commencement of the 2022-23 school year will receive \$1,370 on the base for the Academic Needs 1 factor.

The application of this compensation model results in **salary increases for 2021-22 of \$1,600-\$8,000 and salary increases for 2022-23 of \$880-\$2,370.**

## **Stipends**

- a. **Non-Zone Teachers.** For non-Zone teachers in the 2021-22 school year only, a \$775 stipend for all teachers with 1-6 years of experience and a \$1,700 stipend for all teachers with 7 or more years of experience.



- b. **Zone Teachers (ENL).** For Zone teachers who are ENL certified staff, using their certification in classroom teaching, and employed in the Zone on date of distribution will receive an additional \$5,000 stipend payable in two equal installments.
- c. **Experienced Zone Teachers.** For Zone teachers, a \$5,000 stipend for teachers with 12 or more years of experience who are employed on the date of distribution and payable in two equal installments.

### **SBEZ Salary Limitation**

Salary amounts and increases provided to Teachers who teach at a SBEZ school will not be maintained if a teacher transfers to a non-SBEZ school. The salary for a transferring Teacher will revert to what it would have been if the Teacher had been teaching in a non-SBEZ school instead of a SBEZ school.

### **Redistribution Plan**

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

**APPENDIX II  
EXTRA PAY FOR SPECIAL SERVICES**

Section 1: Teachers performing extra duties as “special services” shall be compensated according to the following schedule. These amounts are for extra duties in addition to a regular teaching load. All assignments to positions on the schedule shall be for a period of the school year. Such assignments are normally limited to two (2) per Teacher. Vacancies shall be posted for informational purposes to the staff. To the extent Appendix II indicates the number of positions available, that number is included for informational purposes only and is not a subject of bargaining.

Section 2: The extra pay schedule is indexed to \$34,000 for the 2019-2020 school year. When a position is filled based upon minimum numbers, paid insurance premiums must be on file prior to the first scheduled game of the regular season.

Section 3: Any Teacher performing special services as a head coach under Appendix II for which the Teacher is provided an additional preparation period is not eligible to accept any additional duties (e.g., teaching an additional class period) that would necessitate the Teacher having an extended contract if the performance of those duties must occur during any of the Teacher’s preparation or planning periods. This section is included for informational purposes.

Section 4: When Teachers are compensated for professional development, the Teacher will be paid at the rate of no less than \$25.00 per hour.

**Category A: .....INDEX  
ATHLETICS**

*Sponsors*

Activities/Sports Coordinator(MS).....	.2620	\$8,908.00
Assistant Activities Leader(ES).....	.0324	\$1,101.60

*Baseball*

Head Baseball (HS).....	.1400	\$4,760.00
Assistant Baseball (HS).....	.0650	\$2,210.00
2nd Assistant Baseball (HS) 45>.....	.0539	\$1,832.60
Head Baseball (MS 7/8).....	.0431	\$1,465.40
Assistant Baseball(MS) 25>.....	.0324	\$1,101.60

*Basketball*

* Boys’ Head Basketball (HS).....	.2620	\$8,908.00
(one additional preparation period, Spring Semester)		
Boys’ Assistant Basketball (HS).....	.1400	\$4,760.00
Boys’ Head Basketball (9 <sup>th</sup> ).....	.1400	\$4,760.00
Boys’ Assistant Basketball (HS) 36>.....	.0423	\$1,438.20
Boys’ Basketball (MS 7/8).....	.0755	\$2,567.00
Boys’ Basketball (MS 5/6).....	.0431	\$1,465.40
Boys’ Assistant Basketball (MS 5/6) 30>.....	.0216	\$ 734.40
Girls’ Head Basketball (HS).....	.2620	\$8,908.00
(one additional preparation period, Spring Semester)		
Girls’ Assistant Basketball (HS).....	.1400	\$4,760.00
Girls’ Head Basketball (9 <sup>th</sup> ).....	.1400	\$4,760.00
Girls’ Assistant Basketball (HS) 36>.....	.0423	\$1,438.20
Girls’ Basketball (MS 7/8).....	.0755	\$2,567.00
Girls’ Basketball (MS 5/6).....	.0431	\$1,465.40
Girls’ Assistant Basketball (MS 5/6) 30>.....	.0216	\$ 734.40

*Cheerleaders*

Cheerleader Sponsor (HS).....	.1000	\$3,400.00
Cheerleader Assistant (HS).....	.0423	\$1,438.20
Cheerleader Sponsor (MS).....	.0324	\$1,101.60
Pom Pom Sponsor (HS).....	.0581	\$1,975.40

*Cross Country*

Boys’/Girls’ Head Cross Country (HS).....	.1259	\$4,280.60
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Boys'/Girls' Assistant Cross Country (HS) 40>.0431	\$1,465.40
Boys'/Girls' Head Cross Country (MS 5-8).....0431	\$1,465.40
Boys'/Girls' Assistant Cross Country (MS 5-8) 40>.0216	\$ 734.40
<i>Football</i>	
* Head Football (HS) .....2620	\$8,908.00
(one additional preparation period, 1st semester)	
Assistant Football (HS) .....1400	\$4,760.00
Head Football (9 <sup>th</sup> ) .....1400	\$4,760.00
Assistant Football (9 <sup>th</sup> ) .....1400	\$4,760.00
Part-time Football (limit of 1).....0423	\$1,438.20
Head Football (MS 8).....0755	\$2,567.00
Assistant Football (MS 8).....0431	\$1,465.40
Head Football (MS 7).....0755	\$2,567.00
Assistant Football (MS 7).....0431	\$1,465.40
<i>Golf</i>	
Boys' Head Golf (HS) .....1000	\$3,400.00
Girls' Head Golf (HS) .....1000	\$3,400.00
<i>Soccer</i>	
Boys' Head Soccer (HS) .....1400	\$4,760.00
Boys' Assistant Soccer (HS) 25> .....0650	\$2,210.00
Girls' Head Soccer (HS) .....1400	\$4,760.00
Girls' Assistant Soccer (HS).....0650	\$2,210.00
Boys' Head Soccer (MS 7/8).....0450	\$1,530.00
Girls' Head Soccer (MS 7/8) .....0450	\$1,530.00
<i>Softball</i>	
Head Softball (HS).....1400	\$4,760.00
Assistant Softball (HS) .....0650	\$2,210.00
2nd Assistant Softball (HS) 45> .....0539	\$1,832.60
Head Softball (MS 7/8) .....0431	\$1,465.40
Assistant Softball (MS 7/8) 25> .....0324	\$1,101.60
<i>Swimming</i>	
Boys' Head Swimming (HS).....1400	\$4,760.00
Boys' Assistant Swimming (HS) 20 >.....0755	\$2,567.00
Girls' Head Swimming (HS) .....1400	\$4,760.00
Girls' Assistant Swimming (HS) 20> .....0755	\$2,567.00
Combined Boys'/Girls' Head Swimming (HS) .1800	\$6,120.00
<i>Tennis</i>	
Boys' Head Tennis (HS) .....1000	\$3,400.00
Boys' Assistant Tennis (HS) 20> .....0423	\$1,438.20
Girls' Head Tennis (HS).....1000	\$3,400.00
Girls' Assistant Tennis (HS) 20> .....0423	\$1,438.20
<i>Track</i>	
Boys' Head Track (HS) .....1400	\$4,760.00
Boys' Assistant Track (HS) 20> .....0650	\$2,210.00
Boys' 2nd Assistant Track (HS) 40> .....0423	\$1,438.20
Boys' Head Track (MS 5-8).....0431	\$1,465.40
Boys' Assistant Track (MS 5-8) 40>.....0216	\$ 734.40
Girls' Head Track (HS).....1400	\$4,760.00
Girls' Assistant Track (HS) 20>.....0650	\$2,210.00
Girls' 2nd Assistant Track (HS) 40> .....0423	\$1,438.20
Girls' Head Track (MS 5-8) .....0431	\$1,465.40
Girls' Assistant Track (MS 5-8) 40> .....0216	\$ 734.40
<i>Unified Flag Football (Boys &amp; Girls)</i>	
Head Unified Flag Football (HS) .....0755	\$2,567.00

Asst. Unified Flag Football (HS—1 position) ..0431	\$1,465.40
<i>Unified Track (Boys &amp; Girls)</i>	
Head Unified Track (HS).....1400	\$4,760.00
Assistant Unified Track (HS—1 position) .....0650	\$2,210.00
<i>Volleyball</i>	
Head Volleyball (HS) .....1400	\$4,760.00
Assistant Volleyball (HS) .....0650	\$2,210.00
Head Volleyball (9 <sup>th</sup> ) .....0539	\$1,832.60
Head Volleyball (MS 7/8).....0584	\$1,985.60
<i>Wrestling</i>	
Head Wrestling (HS).....1400	\$4,760.00
Assistant Wrestling (HS) 20> .....0650	\$2,210.00
Head Wrestling (MS 7/8) .....0431	\$1,465.40
Assistant Wrestling (MS 7/8) 25> .....0324	\$1,101.60

**TECHNOLOGY**

*Computer Keyperson*

Over 700 enrollment (ES, MS, HS).....0450	\$1,530.00
Less than 700 enrollment (ES, MS, HS).....0324	\$1,101.60

**ACTIVITY AND CLUB SPONSORS**

9th-Grade Class Sponsor (HS).....0___	\$ 500.00
10th-Grade Class Sponsor (HS).....0___	\$ 500.00
11th-Grade Class Sponsor (HS).....0324	\$1,101.60
12th-Grade Class Sponsor (HS).....0324	\$1,101.60
Academic Bowl (HS).....0324	\$1,101.60
Debate (HS).....0610	\$2,074.00
Drama (HS).....0610	\$2,074.00
Fine Arts Club Sponsor (MS).....0423	\$1,438.20
Future Problem Solvers (HS).....0423	\$1,438.20
Future Problem Solvers (MS) .....0423	\$1,438.20
Mock Trial (HS).....0610	\$2,074.00
National Honor Society (HS).....0610	\$2,074.00
Newspaper (HS) .....0469	\$1,594.60
(one additional preparation period)	
Patrol .....0216	\$ 734.40
Project TEACH (HS).....0610	\$2,074.00
Quiz Bowl (HS) .....0423	\$1,438.20
Quiz Bowl (MS).....0423	\$1,438.20
Quiz Bowl (ES) .....0250	\$ 850.00
Robotics Team (HS) .....0610	\$2,074.00
Robotics Team (MS).....0423	\$1,438.20
Robotics Club (ES) .....0250	\$ 850.00
Science Olympiad (HS—up to 2 positions).....0610	\$2,074.00
Science Olympiad (MS—1 position) .....0610	\$2,074.00
Stage Manager (HS).....0431	\$1,465.40
Student Council (HS).....0610	\$2,074.00
Student Council (MS).....0423	\$1,438.20
Student Council (ES) .....0250	\$ 850.00
Study Tables (HS—up to 2).....0610	\$2,074.00
Yearbook (HS).....0850	\$2,890.00

**OTHER SPECIAL SERVICES**

Athletic Trainer Level I .....1400	\$4,760.00
Athletic Trainer Level II .....1900	\$6,460.00
Athletic Trainer Level III .....2400	\$8,160.00
Bus Supervisor (one per building).....0581	\$1,975.40
Lunch Supervisor.....0581	\$1,975.40
Ticket Manager (HS).....0450	\$1,530.00

Morning Supervisor (ES) ..... \_\_\_\_\_ \$1,316.93

**Category B:**

**Department Head**

* Department Head (HS)		
More than 25 classes.....	.0630	\$2,142.00
More than 15, less than 26 classes .....	.0484	\$1,645.60
More than 8, less than 16 classes .....	.0242	\$ 822.80
Department Head (MS)		
Team Leader (MS).....	.0581	\$1,975.40
Department Head (K-4)		
Team Leader (K-4).....	.0581	\$1,975.40
Curriculum Consultants .....	.0630	\$2,142.00

\* Department heads with thirty-four (34) or more classes are allowed one (1) additional period for departmental duties.

\*\* The administration may appoint Curriculum Consultants. For information purposes, Curriculum Consultants will have part-time teaching responsibilities and will be assigned to the Instruction Division as Curriculum staff for the balance of their time.

**Music**

*Instrumental Music*

Band Director (HS).....	.1259	\$4,280.60
Associate Band Director (HS).....	.0850	\$2,890.00
Band Director (HS, MS)*		
Band Director (HS, MS, ES)**		
Band Director (HS, ES)**		
Band Director (MS) .....	.0755	\$2,567.00
Band Director (MS, ES)*		
Band Director (ES).....	.0469	\$1,594.60
Band Director (All ES)***		
Orchestra Director (HS).....	.0850	\$2,890.00
Orchestra Director (HS, MS)*		
Orchestra Director (HS, MS, ES)**		
Orchestra Director (HS, ES)**		
Orchestra Director (MS).....	.0755	\$2,567.00
Orchestra Director (MS, ES)*		
Orchestra Director (ES) .....	.0469	\$1,594.60
Orchestra Director (All ES)***		

\* This position will be paid the total of both indexes.

\*\* This position will be paid the total of the high school and intermediate school indexes.

\*\*\* This position will be paid the intermediate school index.

*Vocal Music*

Vocal Music (HS).....	.0850	\$2,890.00
Vocal Music (MS).....	.0522	\$1,774.80
Vocal Music (ES) (more than one school) .....	.0465	\$1,581.00
Vocal Music (ES) (one school).....	.0431	\$1,465.40

**APPENDIX III  
SEVERANCE PAY, RETIREMENT AND  
SUPPLEMENTAL BENEFITS**

*Effective Date of Amendments:* This Agreement shall be effective with respect to any Teacher retiring or severing employment after the 31<sup>st</sup> day of October, 2007.

*Retirement Before the Effective Date:* Article XIV of the 2005-2007 Professional Agreement between the Corporation and the Association, entitled "Severance Pay, Retirement and Supplemental Benefits," shall apply in its entirety to all Teachers who retire on or before the 31<sup>st</sup> day of October, 2007, and shall continue in effect for those Teachers so long as any of these Teachers are entitled to receive a benefit pursuant to Article XIV.

*Retirement On or After the Effective Date:* Teachers who retire or sever employment after October 31, 2007 shall be entitled to the retirement benefits described below, and shall not be entitled to the severance pay or supplemental benefits contained in Article XIV-A, B and D of the Professional Agreement.

*Elimination of Prior Agreement's Severance, Supplemental and Medical Benefits:* The severance pay, supplemental benefits and medical benefits contained in Article XIV, Sections A and B and D of the Professional Agreement immediately before this amendment's effective date are terminated, except as described in Paragraph 2 above, and shall not apply to any Teacher retiring or severing employment after October 31, 2007.

*Actuarial Determination of the Value of the Current Severance, Supplemental and Medical Benefits*

- A. The Association has used the services of the ISTA Financial Services Corporation, and the Corporation has used the services of the Educational Services Company to determine the present value of the unfunded severance, supplemental and medical benefits described in the Article XIV of the Professional Agreement.
- B. The present value of the benefits described in Article XIV, Sections A and B and D of the Professional Agreement will be determined for each employee, subject to the following:
  - 1) Interest rates: The assumed interest rates for the purpose of determining the present value is four percent (4%) in the first two (2) years of the plan, seven percent (7%) in years three (3) and four (4) of the plan, and seven and one-half percent (7.5%) each year thereafter. For post retirement cash flow purposes a four percent (4.0%) interest rate will be applied. These and other interest rate assumptions are contained in the Assumptions Summary (Attachment A), which is attached hereto and incorporated as a part of this Agreement.
  - 2) Age at retirement: For purposes of the present value calculation, it is assumed that an employee terminates employment at the later of the end of the school year in which the employee attains age fifty-six (56), at the end of the current year if the individual is already age fifty-six (56) or older, or the satisfaction of the requirements for unreduced TRF benefits. If an employee does continue employment after the attainment of age fifty-six (56), the employee does continue to receive all ongoing Corporation contributions to the 401 (a) and/or VEBA.
  - 3) Termination Assumption: The termination assumption shall be calculated using a four percent (4%) turnover rate. Such four percent (4%) shall be adjusted to reflect a corresponding slope with the Sarinson T3 actuarial table.
  - 4) Severance, supplemental and medical benefits: The anticipated amount of the severance, supplemental and medical benefits shall be determined using the benefits described in Article XIV, Paragraphs A, B and D of the Professional Agreement that preceded this amendment.
  - 5) Mortality: A mortality discount factor using the Uninsured Pensioners 1994 Table shall be applied.
  - 6) Base pay rate: The employee's base rate of pay will be increased by assumed years of service.
  - 7) Salary Inflation Factor: A two and one half percent (2.5%) salary inflation factor shall be applied.
  - 8) Social Security and FICA: The present value of the future severance, supplemental and medical benefits will be reduced by the Social Security and Medicare taxes (FICA) at a rate of 7.65% that would

have been payable if the severance, supplemental and medical benefits had been paid directly to the employee.

- 9) Health Insurance Rate: To the extent required by applicable law, retirees may purchase Health Insurance through the School Corporation's plan by timely paying the full premium equivalent for the selected coverage, as determined by the School Corporation.

*Calculation of Corporation Contributions*

- A. Using the above assumptions and the other assumptions contained on the Assumptions Summary (Attachment A), the Educational Services Company shall prepare the present value calculations for each eligible Teacher.
- B. The present value of the severance, supplemental and medical benefits under the prior agreement shall be calculated for each eligible Teacher effective as of the 30th day of June, 2005.

**APPENDIX IV  
INSURANCE BENEFIT PROVISIONS AND RATES**

## Summary of Benefits

(Refer to the Certificate of Coverage for out-of-network benefit levels, and other important details.)

	<b>Essential Care Plan \$4000 Deductible</b>	<b>HSA Plan 1 \$3000 Deductible</b>	<b>Buy-Up Plan \$750 Deductible</b>	<b>Standard (Core) Plan \$1500 Deductible</b>
<b>HSA Employer Contribution</b>	None	\$1,000	None	None
<b>Deductible Type</b>	Embedded	Embedded	Embedded	Embedded
<b>Deductible</b>	Single: \$4,000/\$8,000 Family: \$8,000/\$16,000	Single: \$3,000/\$6,000 Family: \$6,000/\$12,000	Single: \$750/\$1,500 Family: \$1,500/\$3,000	Single: \$1,500/\$3,000 Family: \$3,000/\$6,000
<b>OOP Max</b>	Single: \$6,450/\$12,900 Family: \$12,900/\$25,800	Single: \$4,000/\$8,000 Family: \$8,000/\$16,000	Single: \$2,500/\$5,000 Family: \$5,000/\$10,000	Single: \$4,000/\$8,000 Family: \$8,000/\$16,000
<b>Coinsurance</b>	80%/60%	80%/60%	80%/60%	80%/60%
<b>PCP Visit</b>	80%/60%	80%/60%	\$30	\$30
<b>Specialty Visit</b>	80%/60%	80%/60%	\$60	\$60
<b>ER Copay</b>	80%/80%	80%/80%	\$250/\$250	\$250/\$250
<b>Prescription Deductible</b>	Combined with Medical	Combined with Medical	n/a	n/a
<b>Prescription Drugs</b>	Tier 1: 20% Tier 2: 20% Tier 3: 20% Tier 4: 20%	Tier 1: 20% Tier 2: 20% Tier 3: 20% Tier 4: 20%	Tier 1: \$10 Tier 2: \$30 Tier 3: \$60 Tier 4: 25%	Tier 1: \$10 Tier 2: \$30 Tier 3: \$60 Tier 4: 25%
<b>Prescription Drugs Min/Max</b>	n/a	n/a	Min: \$0/\$0/\$0/\$0 Max: \$0/\$0/\$0/\$250	Min: \$0/\$0/\$0/\$0 Max: \$0/\$0/\$0/\$250
<b>Prescription Drug OOP Max</b>	Combined with Medical	Combined with Medical	\$4350 / \$8700	\$2850 / \$5700



**PY 2022 Medical & Rx Premium Estimates - Total Contribution**

	PY 2022 Monthly Cost		
Buy-Up Plan	Total Rates*	Employee Rate	Employer Rate
EE Only	\$958.68	\$247.29	\$711.39
EE+ Spouse	\$1,933.43	\$516.31	\$1,417.12
EE + Children	\$1,525.34	\$399.90	\$1,125.44
Family	\$2,570.43	\$690.38	\$1,880.05

	PY 2022 Monthly Cost		
Core Plan	Total Rates	Employee Rate	Employer Rate
EE Only	\$876.46	\$160.23	\$716.23
EE+ Spouse	\$1,760.74	\$328.47	\$1,432.27
EE + Children	\$1,390.53	\$255.17	\$1,135.36
Family	\$2,338.64	\$444.31	\$1,894.33

	PY 2022 Monthly Cost		
HSA Plan	Total Rates	Employee Rate	Employer Rate
EE Only	\$830.14	\$128.97	\$701.17
EE+ Spouse	\$1,674.19	\$265.60	\$1,408.59
EE + Children	\$1,320.82	\$208.40	\$1,112.42
Family	\$2,225.78	\$354.87	\$1,870.91

	PY 2022 Monthly Cost		
Essential Plan	Total Rates	Employee Rate	Employer Rate
EE Only	\$613.24	\$128.78	\$484.46
EE+ Spouse	n/a	n/a	n/a
EE + Children	\$1,005.40	\$452.43	\$552.97
Family	n/a	n/a	n/a



**South Bend Community School Corporation  
Employee Health Plan  
Spousal Coverage Verification**

**Required for all employees covering their spouse.\***

**\*It is not required for employees whose spouse also works for the SBCSC as an eligible employee\***

As health care costs continue to increase and employers are required to assume more responsibility for their employees' health care costs, South Bend Community School Corporation cannot continue to pay the cost of health insurance for other employers.

Effective January 1, 2018, if your spouse was, is, or becomes eligible for coverage through his/her employer's plan, and you choose to cover your spouse under the South Bend Community School Corporation Employee Health Plan, you will be charged the entire monthly cost of the spousal coverage \$ \_\_\_\_\_ per month during the **2022** plan year. The annual surcharge will be divided evenly by your number of expected pay periods.

Employees electing to enroll their eligible spouse must complete this questionnaire. This does not apply if both you and your spouse are eligible employees of South Bend Community School Corporation. It does not apply to dental, vision, supplemental life insurance, or other supplemental benefits.

Check one of the following:

- 1. I certify that my spouse is not employed at this time. If my spouse's employment status changes in the future, I will notify the Human Resources Department within 30 days.
- 2. I certify that my spouse is employed, but is not, and has not been, eligible for health insurance at this time through his/her employer. **Complete page 2 of this form.**
- 3. My spouse has coverage available through his/her employer. I understand that I will pay the cost of spousal coverage to cover my spouse.
- 4. My spouse works for SBCSC. Spouse's Name \_\_\_\_\_  
(print legibly)

I understand that if my spouse's employment status, or eligibility for other coverage changes, I will notify the South Bend Community School Corporation Benefits Department within 30 days and that the failure to notify is deemed to be an intentional misrepresentation. This includes a change in eligibility status that affects my spouse's eligibility for coverage through his/her employer.

I understand that failure to complete this form accurately and submit it timely during my enrollment period will result in the spousal cost being assessed to me. Also, failure to notify the South Bend Community School Corporation Benefits Department within 30 days of a change in



This employee does not currently work enough hours to be eligible for health insurance.

Other (explain) \_\_\_\_\_

\_\_\_\_\_  
Signed (Spouse's Employer's Representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

Rev 10/2017

## Guardian Dental Renewal

Coverage and rates remain the same through December 31, 2021.

### Coverage

Dental Benefits Through Guardian	In-Network	Out-of-Network
Annual Deductible – Per Individual Per Family (3x Individual Deductible)	\$50 \$150	\$100 \$300
Preventive Services – routine exams, x-rays, teeth cleanings (prophylaxis), sealants, fluoride treatment and space maintainers for children	100%	100%
Basic Services – include fillings, root canal therapy, periodontal surgery and periodontal maintenance procedures, extractions and most oral surgeries; emergency relief of pain and repair of crowns, bridgework and dentures.	90%	90%
Major Services – crowns, bridges and dentures, to replace natural teeth extracted or lost while covered (Implants Not Included)	60%	60%
Orthodontia – Children to Age 19 Lifetime Maximum Benefit is \$1,000	50% - No Deductible	50% - No Deductible
Annual Maximum Benefit Per Person	\$2,000	\$1,000

### Rates

	Bi-Weekly Cost (10/11-month employee)	Bi-Weekly Cost (12-month employee)
Single	\$4.03	\$3.19
Family	\$10.57	\$8.37

## VSP-Vision Service Plan Renewal

Coverage and rates remain the same through December 31, 2021.

### Coverage

Vision Benefits through VSP	In-Network	Out-of-Network
Exam – (1 Every Calendar Year)	\$10 Copay	Reimbursed up to \$50
Lenses – (1 Set Every Calendar Year) Single, Bifocal or Trifocal *	Included with Exam	Reimbursed up to \$50, \$75, \$100
Frames – (1 Set Every Calendar Year)	\$150 Allowance	Reimbursed up to \$70
Contacts – (In Lieu of Glasses)	\$120 Allowance	\$105 Allowance
<b>* Note: Discounts Available for Lens Enhancements</b>		

### Rates

	Bi-Weekly Cost (10/11-month employee)	Bi-Weekly Cost (12-month employee)
Single	\$1.51	\$1.20
Family	\$3.18	\$2.52

**APPENDIX V**  
**GRIEVANCE REPORT FORM**

SOUTH BEND COMMUNITY SCHOOL CORPORATION

**GRIEVANCE**  
**Step I**

Appendix VI Grievance Report Form
--------------------------------------

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

**A. Date Grievance Occurred** \_\_\_\_\_

**1. Statement of Grievance**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Relief Sought**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**C. Disposition by Principal**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal's Signature Date

**D. Position of Grievant and/or Association**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Note: Distribution should be made after item D has been completed.  
White: Superintendent Yellow: Principal Pink: Association Office Gold: Teacher  
150110-1 Revised 6/11

SOUTH BEND COMMUNITY SCHOOL CORPORATION  
**FORMAL GRIEVANCE APPEAL**

**Step II**

**A. Date Received by Superintendent or Designated Representative** \_\_\_\_\_

**B. Disposition by Superintendent or Designated Representative**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**C. Position of Grievant and/or Association** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent or Designee's Signature Date



## APPENDIX VI PAYROLL DEDUCTION FORM

### Benefits Election Form for Payroll Deduction

**Name** \_\_\_\_\_ **SS#** \_\_\_\_\_ **EE#** \_\_\_\_\_  
**Date of Employment** \_\_\_\_\_ **Benefits Effective** \_\_\_\_\_  
**Position** \_\_\_\_\_ **Cert** \_\_\_\_\_ **Non-Cert** \_\_\_\_\_ **Admin** \_\_\_\_\_  
**Class#** \_\_\_\_\_ **Job Code** \_\_\_\_\_ **10 mo cont** \_\_\_\_\_ **10 mo hourly** \_\_\_\_\_ **12 mo** \_\_\_\_\_  
**Initial/New EE** \_\_\_\_\_ **Special Enrollment** \_\_\_\_\_ **Job Share** \_\_\_\_\_  
**My Spouse is also employed by SBCSC**  **Name:** \_\_\_\_\_  
**Plan Option:**  **Buy Up**  **Core**

**Benefits I Elect To Take: (check appropriate box)**

	Employee	Employee + Children	Employee + Spouse	Full Family	Waived
Medical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Vision	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Life	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
LTD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**Section 125**    **Yes**     **No**

**Date of Orientation:** \_\_\_\_\_

I have discussed the employee benefits program with a representative from the Benefits Department including medical, dental, vision, life insurance and long-term disability. I have also received information regarding INPRS, COBRA, 403(b)/457(b), and Section 125.

I hereby authorize the South Bend Community School Corporation (SBCSC) to deduct from my salaries and wages the amount specified now or in the future for insurance premiums for which I have elected. This authorization will remain in effect until cancelled by me or by SBCSC.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**OFFICE USE ONLY:**

**Medical:** From \_\_\_\_\_ to \_\_\_\_\_ **Effective Date** \_\_\_\_\_  
**Dental:** From \_\_\_\_\_ to \_\_\_\_\_ **Effective Date** \_\_\_\_\_  
**Vision:** From \_\_\_\_\_ to \_\_\_\_\_ **Effective Date** \_\_\_\_\_

**Medical:** \_\_\_\_\_ / \_\_\_\_\_ / \$ \_\_\_\_\_  
**Dental:** \_\_\_\_\_ / \_\_\_\_\_ / \$ \_\_\_\_\_  
**Vision:** \_\_\_\_\_ / \_\_\_\_\_ / \$ \_\_\_\_\_

**Initiated by:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Sent to Payroll:** \_\_\_\_\_

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