

# **PROFESSIONAL AGREEMENT**

between the



**SOUTH BEND COMMUNITY  
SCHOOL CORPORATION**

and the



**NATIONAL EDUCATION  
ASSOCIATION SOUTH BEND**

**2015 – 2017**

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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## 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 pres-

ence 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.

Section 2: All Teachers shall be granted personal illness days according to the following schedule for summer and evening school employment:

Four (4) week session - one (1) day

Six (6) week session - one (1) day

Eight (8) week session - two (2) days



Days accrued from summer and evening school employment must be used during that summer and evening employment.

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: For the 2015-2016 school year, 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 Thanksgiving, Winter 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.

Beginning with the 2016-2017 school year, 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: Five (5) days' salary will be allowed 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 employee. Such absence shall be at the time of death or for settlement of the estate and need not be taken on consecutive days.

Section 2: Two (2) days' salary will be allowed 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.

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 on the salary schedule at the level they would have achieved had they not been absent. Credit on the salary schedule as described herein shall be reflected in the salary schedule published by the School Corporation. 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. *Leaves of Absence for Pregnant Teachers* - Section 1: Any changes in state or federal law will preempt this paragraph. 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) All or any portion of such leave taken by a Teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. However, the Teacher is not entitled to take accumulated sick days when the Teacher's physician certifies that the Teacher is capable of performing the Teacher's regular teaching duties. In accordance with statute, the Teacher is entitled to complete the remaining leave without pay. 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.

- 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.
- 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.
- 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 in excess of personal leave days as authorized by the law 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. *Child Birth Leave* - When a child is born to a Teacher, or the spouse of a Teacher, he/she shall be granted two (2) days leave with pay at the time of birth.
- 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. 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.
- (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.

Section 3: 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 Corporation. Any of these unused days

shall be added to the Sick Leave Bank.

- 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 By-laws & 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.

Section 3: As a matter of course, medical leaves due to pregnancy/maternity are granted up to six (6) weeks after the birth of the baby. This means that an employee can take up to six (6) weeks of available sick days immediately following the birth of the baby. Actual number of sick days deducted is dependent on the number of paid school days in that six (6) week period. Extension of the six (6) week period must be substantiated by the employee's physician.

- R. *Association President* - The Association president shall be released from duty on a half-time basis to perform Association business without loss of compensation.

- 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 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

- 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>) contract or the beginning of the Teacher's sixth (6<sup>th</sup>) 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, if permitted by the IRS and/or Trustee.
- 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 subject to the terms of the applicable plan or policy. 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.

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 \$43.88 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 covered in Section 7-B above. The Corporation shall contribute the amount of the payout to the 401(a) for those Teachers covered in Section 7-C above. For those Teachers covered in Section 7-D above, 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: On or before April 1 of the year of retirement, the Teacher shall submit to the Corporation's Executive Director of Human Resources a written notification of intent to retire. 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
- 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 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.

The plan will pay one hundred percent (100%) of all 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.

Within 14 days after open enrollment ends, the Corporation will provide to the Insurance Committee the expected cost for group health care for 2017, 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 Un-

derstanding prior to August 1, 2017 that is limited to this issue and does not re-open contract negotiations.

- 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 (fifty dollars)

60% Crowns, fixed bridges, dentures - \$50 deductible (fifty dollars)

50% Orthodontia to a lifetime maximum of \$1000 (one thousand dollars)  
(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. All retired Teachers shall have life insurance of five-thousand dollars (\$5,000.00) granted at the cost of the Board.
- 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. *Reclassification* - Reclassification will be made two (2) times a year. Teachers interested in reclassification should inform the Human Resources Department by letter thirty (30) days prior to the beginning of the semester for reclassification. Prior to reclassification, an original transcript of credits with the official seal from a university or college verifying the request for reclassification shall be submitted to the Executive Director of Human Resources as soon as it is available and under no circumstances no later than 30 days prior to the beginning of the semester for reclassification. Failure to request reclassification in

accordance with these procedures results in waiver of the right to receive any benefits associated with reclassification (until request is submitted in accordance with these procedures).

- D. *Extra Pay Schedule* - Extra pay for special services will be set forth in Appendix II which is attached to, and incorporated in, this Agreement and 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. Lump sum payments will be made in the 1<sup>st</sup> paycheck after October 31, the 1<sup>st</sup> paycheck after March 31, and the last paycheck of the school year, respectively.
- E. *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.
- F. *Equal Pays* - 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.
- G. *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.
- H. *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.
- I. *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.
- J. *Credit for Outside Teaching Experience* - All Teachers shall receive full credit on the salary schedule for outside teaching experience up to a maximum of ten (10) years. No Teacher shall be given salary schedule credit in excess of that authorized by this schedule. The Executive Director of Human Resources and Legal Services 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 teach-

ing 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.

- K. *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.

- L. *Continuing Dues Deductions*

Section 1: After the beginning of the school year, the Association shall deliver to the Board the names of Teachers who authorize payroll deductions and the amount of membership dues or assessments of the Association, including the National Education Association and the Indiana State Teachers Association. Upon receipt by the Board of the appropriately executed payroll deduction form (Appendix VI), the Board shall deduct such sum in equal payments starting with the second paycheck in October. The deductions shall be remitted not less frequently than monthly to the Association. The authorization for payroll deduction of Association membership dues shall be on a continuing basis, unless revoked in writing by the employee, through the Association, between the dates of July 1 and the end of the second full week of school. Names of Teachers who have authorized payroll deductions of membership dues by appropriate dues deductions forms after October 15, shall have the amount deducted equally from the remaining pay periods.

Section 2: By October 10, the Association shall provide the Board with payroll deduction authorization forms for those individual Teachers for purposes of payroll deductions. By October 31, the Board shall provide to the Association the names and addresses of all bargaining unit members. It shall be the Association's responsibility to obtain signed payroll deduction authorization forms.

Section 3: Upon termination of a contract, the Board shall deduct all unpaid Association dues from the final paycheck.

Section 4: If an error is discovered with respect to deductions under this provision, the Board shall correct said error by appropriate adjustments in the next paycheck of the Teacher or the next submission of funds to the Association. Additionally, if excessive moneys have been collected by the Board and submitted to the Association, the Association (not the Board) shall be obligated to refund such moneys to the appropriate persons.

- M. *Additional Teaching Duties* - Teachers assigned 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.
- N. *Class Coverage* - No Teacher shall be required to cover another Teacher's class unless the Teacher is compensated at 1/1000 of the existing Bachelor minimum salary if such assignment is Corporation induced.
- O. *Mileage* - Teachers shall be reimbursed for mileage in accordance with the current IRS standard mileage rates
- P. *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.

- Q. *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.
- R. *Summer and Night Employment* - Any Teacher employed in a summer or night employment position shall be paid at a prorated rate based on the salary schedule in Appendix I except as provided otherwise in this Agreement.
- S. *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).
- T. *Physical Examinations* (1) Pre-employment medical examinations.  
(2) Examination by a physician as a result of a Worker's Compensation claim.
- U. *Committee Activities* - Release time for committee activities will be granted upon approval by the Superintendent.
- V. *Inservice Remuneration* - Employees will be compensated for accrued inservice hours in accordance with the schedule set out in Appendix IV.
- W. *Professional Staff Meetings* - During the school year release time may be granted for professional staff meetings with the approval of the Superintendent.
- X. *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.
- Y. *Discretion Regarding Salary*. SBCSC may increase the starting salary of a new Teacher (up to an amount equivalent to not more than twenty percent of the salary of a first year Teacher) in the following circumstances:
- (1) For Teachers who are new to 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 and Legal Services will notify the NEA-SB President of any action taken under this subsection.
- (2) For other Teachers who are new to 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 and Legal Services must obtain agreement from the NEA-SB President before providing a higher salary to a new Teacher under this subsection.

- Z. *Mandatory Direct Deposit.* The School Corporation will directly deposit Teachers' pay into their designated bank accounts.
- AA. *Enrollment Incentive Stipend.* Teachers, except for those who received an Ineffective or Needs Improvement rating on a 2015-2016 performance evaluation, will receive a one-time stipend in the amount of Three Hundred Dollars (\$300.00), less all applicable federal, state and local withholdings and deductions, if student enrollment increases by 200 students or more between the February 2015 ADM count and the February 2016 ADM count. To be eligible to receive this award, the Teacher must be a current, active employee of the SBCSC on February 1, 2016. The Board agrees that enrollment incentive stipends will be distributed, if at all, by the end of the 2016-2017 school year.
- BB. *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.

## **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

This Agreement shall be effective as of August \_\_\_, 2015, and shall not be extended orally, and it is expressly understood it shall expire on June 30, 2017.

The parties shall initiate negotiations for the purpose of entering into a successor agreement in accordance with the timelines set by law.

This Agreement is made and entered into at South Bend, Indiana on this \_\_\_th day of October, 2015, 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.

National Education Association - South Bend

South Bend Board of School Trustees

\_\_\_\_\_  
President

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Superintendent

## **APPENDIX I**

### **COMPENSATION**

**Teachers may receive compensation for additional degrees and/or course-work in accordance with Ind. Code § 20-28-9-1.5.**

#### **2015-2016 COMPENSATION**

The range for Teacher salaries for the 2015-2016 school year will be \$35,250 (except for Teachers who may not have received increases due to performance) to \$72,764.

The Board agrees to provide all Teachers represented by the Association (as defined in Article I) who meet the eligibility requirements below a \$1,250 increase to each Teacher's 2015-2016 base salary. 67% of this increase will be awarded to Teachers who have earned an Effective or Highly Effective rating on his or her 2014-2015 performance evaluation and 33% will be awarded to Teachers who were under contract for at least 120 days during the 2014-2015 school year. To be eligible for this increase, the Teacher must not have earned an Ineffective or Needs Improvement rating on his or her 2014-2015 performance evaluation. In addition, the Teacher must be a current, active employee of the SBCSC on October 1, 2015. This increase will be paid to Teachers as soon as is practicable following the completion of Teacher evaluations. The School Corporation and the Association will meet in January 2016 to assess the State's timeline for providing information regarding assessments and to discuss the timing of payment of this increase. The School Corporation will use all reasonable efforts to expedite this process.

Salaries for first year Teachers will be \$35,250 subject to the provisions elsewhere in the Collective Bargaining Agreement.

#### **2016-2017 COMPENSATION**

The range for Teacher salaries for the 2016-2017 school year will be \$35,250 (except for teachers who may not have received increases due to performance) to \$72,764.

The Board agrees to allocate \$1,000,000 for additional compensation to Teachers for the 2016-2017 school year. This amount will be divided among Teachers based on the number of points a Teacher has earned according to the points-based compensation model outlined below.

A Teacher receiving an Ineffective or Needs Improvement rating on his or her 2015-2016 performance evaluation will not receive any points and, therefore, no raise or stipend during the 2016-2017 school year.

The points will be divided in such a way that 40% will be in the Evaluation, 30% will

be the combination of Education and Experience and 30% will be in the category of Academic Needs of Students.

1. Evaluation – 4 points for having earned an Effective or Highly Effective rating on the 2015-2016 performance evaluation
2. Education – 1.5 point for three credit hours earned between July 1, 2015 and June 30, 2016 from an accredited university or 20 hours of non-paid professional development approved by SBCSC (no points given if credits are paid for by SBCSC).
  - a. Points will be awarded for credit hours that have a substantial and direct application to the Teacher's teaching license/certification and/or effectiveness. The Administration has sole discretion to determine whether a particular educational institution is an accredited university and whether a particular credit hour has a substantial and direct application to the Teacher's teaching license/certification and/or effectiveness. Teachers seeking points for additional credits must submit a request to the Executive Director of Human Resources and Legal Services by June 1, 2016.
3. Experience – 1.5 point for having worked at least 120 days during the 2015-2016 school year. As a general rule, Teachers with emergency permits are not eligible to receive points under this provision. If, however, the Administration has asked a Teacher to obtain an emergency permit in order to work outside his or her subject area, he or she will be eligible to receive points provided he or she worked at least 120 days during the 2015-2016 school year.
4. Academic Needs of Students – A Teacher may earn up to 3 points from any of the following three categories:
  - a. High Needs Academic Area – 1 point to any Teacher who was hired before the 2014-2015 school year and who is teaching in one of the following High Needs Academic Areas: math, science or special education, or is trained and teaching in international baccalaureate instruction, is a psychologist or speech language pathologist, or has ENL certification and is teaching ENL.
  - b. Leadership – maximum of 2 points
    - i. 2 points for serving in one of the following roles during the 2015-2016 school year: providing professional development; leading accreditation teams; mentoring new Teachers; serving as administrative designees; leading special events for students and/or parents; or leading approved school committees that meet outside the regular teaching day; or 1 point for participating in each approved school or district-wide committee that

meets outside the regular teaching day. (Leadership points will not be assigned for the performance of duties for which the Teacher is compensated pursuant to Appendix II. Any changes to the list above will be subject to discussion.); and/or

- ii. 1 point for providing leadership by maintaining perfect attendance for each semester.

Each point earned will be assigned a dollar value equivalent to the amount the Board agrees to allocate for additional compensation divided by the total number of points earned by all Teachers. The amount (if any) earned for points from Evaluation, Education, and Experience will be added to a Teacher's base salary. The amount (if any) earned for points from Academic Needs of Students will be paid as a stipend. The amount of money that would otherwise have been allocated for salary increase of Teachers rated Ineffective or Improvement Needed shall be allocated for compensation of all Teachers rated Effective or Highly Effective.

### **Salaries for Teachers Hired for the 2015-2016 and 2016-2017 School Years**

Teachers who are hired for the 2015-2016 and 2016-2017 school years will be assigned a salary based on academic credentials and years of effective teaching accrued prior to the start of their employment with SBCSC.

All years of experience prior to employment with SBCSC are deemed to be years in which the Teacher was effective.

The 2016-2017 salaries for Teachers who were hired with SBCSC for the 2015-2016 school year will be based on the points they accrue during the 2015-2016 school year under the SBCSC compensation model.

<b>Years of Effective Teaching and Academic Credentials Prior to Hire</b>					
<b>Years of Experience</b>	<b>B.S. Salary</b>	<b>M.S. Salary</b>	<b>+15 Salary</b>	<b>+30 Salary</b>	<b>Doctorate Salary</b>
0	35,250	36,416	37,661	38,902	41,389
1	35,250	36,416	37,661	38,902	41,389
2	35,250	36,416	37,661	38,902	41,389
3	35,250	37,661	38,902	40,148	42,634
4	36,416	38,902	40,148	41,389	43,876
5	37,661	40,148	41,389	42,634	45,121
6	38,902	41,389	42,634	43,876	46,363
7	40,148	43,876	45,121	46,363	48,850
8	41,389	45,121	46,363	47,608	50,095
9	42,634	46,363	47,608	48,850	51,337

**Example 1:** Teacher 1 was employed as a Teacher at another school corporation from the beginning of the 2009-2010 school year, which was her first year of teaching, through the end of the 2014-2015 school year. She has a Bachelor's degree. Her base salary for the 2015-2016 school year is \$36,416 (which includes the \$1250 increase). *[Because she has accrued 5 years of experience prior to the start of the 2014-2015 school year, she is placed on Line 4 in the BS Salary column. Specifically, this teacher earned years of experience as follows:*

2009-2010: 1 year  
 2010-2011: 2 years  
 2011-2012: 3 years  
 2012-2013: 4 years  
 2013-2014: 5 years]

**Example 2:** Teacher 2 was employed as a Teacher at another school corporation from the beginning of the 2009-2010 school year, which was his first year of teaching, through the end of the 2015-2016 school year. He has a Master's degree. His base salary for the 2016-2017 school year is \$40,148 (which includes the \$1250 increase from 2015-2016). *[Because he has accrued 6 years of experience prior to the start of the 2015-2016 school year, he is placed on Line 5 in the MS Salary column. Specifically, this teacher earned years of experience as follows:*

2009-2010: 1 year  
 2010-2011: 2 years  
 2011-2012: 3 years  
 2012-2013: 4 years  
 2013-2014: 5 years  
 2014-2015: 6 years]

## 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.

Section 2: The extra pay schedule is indexed to \$34,000 for the 2015-2016 and 2016-2017 school years. 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 under Appendix II for which the Teacher is provided an additional preparation period (e.g., certain head coaching positions) 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.

#### Category A: ..... INDEX

#### ATHLETICS

##### *Sponsors*

Activities/Sports Coordinator(IC).....	.2620
Assistant Activities Leader(PC).....	.0324

##### *Baseball*

Head Baseball (HS) .....	.1400
Assistant Baseball (HS) .....	.0650
2nd Assistant Baseball (HS) 45> .....	.0539
Head Baseball (IC 7/8).....	.0431
Assistant Baseball(IC) 25>.....	.0324

##### *Basketball*

* Boys' Head Basketball (HS).....	.2620
(one additional preparation period, Spring Semester/2 <sup>nd</sup> Trimester)	
Boys' Assistant Basketball (HS) .....	.1400
Boys' Head Basketball (9 <sup>th</sup> ).....	.1400
Boys' Assistant Basketball (HS) 36> .....	.0423
Boys' Basketball (IC 7/8).....	.0755
Boys' Basketball (IC 5/6).....	.0431



Boys' Assistant Basketball (IC 5/6) 30> .....	.0216
Girls' Head Basketball (HS) .....	.2620
(one additional preparation period, Spring Semester/2 <sup>nd</sup> Trimester)	
Girls' Assistant Basketball (HS).....	.1400
Girls' Head Basketball (9 <sup>th</sup> ) .....	.1400
Girls' Assistant Basketball (HS) 36>.....	.0423
Girls' Basketball (IC 7/8) .....	.0755
Girls' Basketball (IC 5/6) .....	.0431
Girls' Assistant Basketball (IC 5/6) 30> .....	.0216

### *Cheerleaders*

Cheerleader Sponsor (HS).....	.1000
Cheerleader Assistant (HS).....	.0423
Cheerleader Sponsor (IC).....	.0324
Pom Pon Sponsor (HS).....	.0581

### *Cross Country*

Boys'/Girls' Head Cross Country (HS) .....	.1259
Boys'/Girls' Assistant Cross Country (HS) 40> .....	.0431
Boys'/Girls' Head Cross Country (IC 5-8) .....	.0431
Boys'/Girls' Assistant Cross Country (IC 5-8) 40>.....	.0216

### *Football*

* Head Football (HS) .....	.2620
(one additional preparation period, 1st semester)	
Assistant Football (HS) .....	.1400
Head Football (9 <sup>th</sup> ) .....	.1400
Assistant Football (9 <sup>th</sup> ) .....	.1400
Part-time Football (limit of 1) .....	.0423
Head Football (IC 8).....	.0755
Assistant Football (IC 8).....	.0431
Head Football (IC 7).....	.0755
Assistant Football (IC 7).....	.0431

### *Golf*

Boys' Head Golf (HS).....	.1000
Girls' Head Golf (HS) .....	.1000

### *Soccer*

Boys' Head Soccer (HS) .....	.1400
Boys' Assistant Soccer (HS) 25> .....	.0650

Girls' Head Soccer (HS) .....	1400
Girls' Assistant Soccer (HS) .....	0650
Boys' Head Soccer (IC 7/8) .....	0450
Girls' Head Soccer (IC 7/8) .....	0450

*Softball*

Head Softball (HS) .....	1400
Assistant Softball (HS) .....	0650
2nd Assistant Softball (HS) 45> .....	0539
Head Softball (IC 7/8) .....	0431
Assistant Softball (IC 7/8) 25> .....	0324

*Swimming*

Boys' Head Swimming (HS) .....	1400
Boys' Assistant Swimming (HS) 20 > .....	0755
Girls' Head Swimming (HS) .....	1400
Girls' Assistant Swimming (HS) 20> .....	0755
Combined Boys'/Girls' Head Swimming (HS) .....	1800

*Tennis*

Boys' Head Tennis (HS) .....	1000
Boys' Assistant Tennis (HS) 20> .....	0423
Girls' Head Tennis (HS) .....	1000
Girls' Assistant Tennis (HS) 20> .....	0423

*Track*

Boys' Head Track (HS) .....	1400
Boys' Assistant Track (HS) 20> .....	0650
Boys' 2nd Assistant Track (HS) 40> .....	0423
Boys' Head Track (IC 5-8) .....	0431
Boy's Assistant Track (IC 5-8) 40> .....	0216
Girls' Head Track (HS) .....	1400
Girls' Assistant Track (HS) 20> .....	0650
Girls' 2nd Assistant Track (HS) 40> .....	0423
Girls' Head Track (IC 5-8) .....	0431
Girl's Assistant Track (IC 5-8) 40> .....	0216

*Volleyball*

Head Volleyball (HS) .....	1400
Assistant Volleyball (HS) .....	0650
Head Volleyball (9 <sup>th</sup> ) .....	0539

Head Volleyball (IC 7/8) .....	0584
<i>Wrestling</i>	
Head Wrestling (HS) .....	1400
Assistant Wrestling (HS) 20> .....	0650
Head Wrestling (IC 7/8).....	0431
Assistant Wrestling (IC 7/8) 25> .....	0324

## TECHNOLOGY

### *Computer Keyperson*

Over 700 enrollment (PC, IC, HS).....	0450
Less than 700 enrollment (PC, IC, HS).....	0324

## ACTIVITY AND CLUB SPONSORS

Academic Bowl (HS) .....	0324
Debate (HS) .....	0610
Drama (HS) .....	0610
Future Problem Solvers (HS).....	0423
Future Problem Solvers (IC) .....	0423
Mock Trial (HS) .....	0610
Newspaper (HS).....	0469
(one additional preparation period)	
Patrol .....	0216
Project TEACH (HS) .....	0610
Quiz Bowl (HS).....	0423
Quiz Bowl (IC).....	0423
Quiz Bowl (PC).....	0250
Senior Class (HS) .....	0324
Stage Manager (HS) .....	0431
Student Council (HS) .....	0324
Student Council (PC, IC).....	0216
Study Tables (HS)	
in 2015-2016, paid at rate of \$25/hour	
in 2016-2017 .....	0610
Yearbook (HS).....	0850

## OTHER SPECIAL SERVICES

Athletic Trainer Level I.....	1400
Athletic Trainer Level II.....	1900
Athletic Trainer Level III.....	2400
Bus Supervisor (one per building).....	.0581
Lunch Supervisor .....	.0581
Ticket Manager (HS) .....	.0450

### Category B:

#### Department Head

- \* Department Head (HS)
  - More than 25 classes.....0630
  - More than 15, less than 26 classes.....0484
  - More than 8, less than 16 classes.....0242
- Department Head (IC)
  - Team Leader (IC) .....0581
- Department Head (K-4)
  - Team Leader (K-4).....0581
- \*\* Curriculum Consultants.....0630
- \* Department heads with thirty-four (34) or more classes are allowed one (1) additional period for departmental duties.
- \*\* The administration may appoint Curriculum Consultants. 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
Associate Band Director (HS) .....	.0850
Band Director (HS, IC)*	
Band Director (HS, IC, PC)**	
Band Director (HS, PC)**	
Band Director (IC) .....	.0755
Band Director (IC, PC)*	
Band Director (PC).....	.0469
Band Director (All PC) ***	
Orchestra Director (HS) .....	.0850
Orchestra Director (HS, IC)*	

Orchestra Director (HS, IC, PC)**	
Orchestra Director (HS, PC)**	
Orchestra Director (IC).....	.0755
Orchestra Director (IC, PC)*	
Orchestra Director (PC) .....	.0469
Orchestra Director (All PC)***	

- \* 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
Vocal Music (IC).....	.0522
Vocal Music (PC) (more than one school).....	.0465
Vocal Music (PC) (one school).....	.0431

.

## 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 Sarinon 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.)

	Essential Care Plan \$4000 Deductible	Buy-Up Plan \$750 Deductible	Standard (Core) Plan \$1500 Deductible
<b>HRA Employer Contribution</b>			
<b>Deductible Type</b>	Embedded	Embedded	Embedded
<b>Deductible</b>	Single: \$4,000/\$8,000 Family: \$8,000/\$16,000	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: \$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%
<b>PCP Visit</b>	80%/60%	\$30	\$30
<b>Specialty Visit</b>	80%/60%	\$60	\$60
<b>ER Copay</b>	80%/80%	\$250/\$250	\$250/\$250
<b>Prescription Deductible</b>	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: \$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	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	\$4350 / \$8700	\$2850 / \$5700



## PY 2016 Medical & Rx Premium Estimates - Total Contribution

Buy-Up 001	PY 2016 Monthly Cost	
	Total Rates	Employer Rate
EE Only	\$ 758.05	\$ 550.05
EE+ Spouse	\$ 1,523.11	\$ 1,077.11
EE + Children	\$ 1,175.35	\$ 835.35
Family	\$ 2,079.52	\$ 1,481.52
Total Composite PEPM	\$ 1,191.32	\$ 852.37
Total Monthly Costs	\$ 1,487,965	\$ 1,064,611
Total Annual Costs	\$ 17,855,576	\$ 12,775,336
Annual \$ change	\$ 270,678	\$ 273,108
Annual % change	1.5%	2.2%

Core 002	PY 2016 Monthly Cost	
	Total Rates	Employer Rate
EE Only	\$ 701.53	\$ 561.53
EE+ Spouse	\$ 1,404.43	\$ 1,110.43
EE + Children	\$ 1,084.94	\$ 860.94
Family	\$ 1,915.62	\$ 1,508.62
Total Composite PEPM	\$ 1,193.99	\$ 945.82
Total Monthly Costs	\$ 898,799	\$ 711,981
Total Annual Costs	\$ 10,785,588	\$ 8,543,771
Annual \$ change	\$ 382,549	\$ 383,738
Annual % change	3.7%	4.7%

### Essential 003

EE Only
EE+ Spouse
EE + Children
Family
Total Composite PEPM
Total Monthly Costs
Total Annual Costs
Annual \$ change
Annual % change

PY 2016 Monthly Cost	
Total Rates	Employer Rate
\$ 540.71	\$ 448.71
\$ -	\$ -
\$ 865.14	\$ 462.14
\$ -	\$ -
\$ 540.71	\$ 448.71
\$ 2,163	\$ 1,795
\$ 25,954	\$ 21,538
\$ 1,142	\$ 1,161
4.6%	5.7%

### All Medical Plans

Total Monthly Costs
Total Annual Costs
Annual \$ change
Annual % change

PY 2016	
Total Rates	Employer Rate
\$ 2,388,926	\$ 1,778,387
\$ 28,667,118	\$ 21,340,645
\$ 654,370	\$ 658,007
2.3%	3.2%



## 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 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, 2016, if your spouse is eligible for coverage through their employer's plan, and you choose to cover them under the South Bend Community School Corporation Employee Health Plan, you will be charged a \$50 surcharge per month in addition to the standard spouse insurance premium. The surcharge will be divided evenly by your number of expected pay periods and added to the standard spouse insurance premium contribution.

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.

- ☐ I certify that my spouse does NOT have health insurance available through his/her employer, or is not employed, at this time.
- ☐ My spouse has coverage available through his/her employer. I understand that I will pay an additional \$50 per month in addition to the standard spouse premium contribution to cover my spouse.

\_\_\_\_\_  
Name of Spouse's Employer

\_\_\_\_\_  
Phone Number of Spouse's Employer

\_\_\_\_\_  
Spouse's Social Security Number

\_\_\_\_\_  
Insurance Company or Administrator

\_\_\_\_\_  
Group Number

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. This includes a change in eligibility status which affects my spouse's eligibility for coverage through his/her employer, including his/her employer's next open enrollment period, if unable to enroll effective January 1, 2016 because his/her employer has a different annual open enrollment period.

I understand that failure to complete this form accurately and submit timely during the enrollment period will result in the \$50 surcharge being assessed to me. Also, failure to notify the South Bend Community School Corporation Benefits Department within 30 days of a change in my spouse's eligibility for coverage through another plan may result in penalties, including, but not limited to, termination of employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## **Guardian Dental Renewal**

Coverage and rates remain the same through December 31, 2016.

	Current Plan In/Out Network	In Network	Out of Net- work
Deductible	\$50.00	\$50.00	\$100.00
Annual Maxi- mum Benefit	\$2500.00	\$2000.00	\$1000.00

## **VSP-Vision Service Plan Renewal**

Coverage and rates remain the same through December 31, 2016.

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

**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  
150110-1 Revised 6/11

Gold: Teacher

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					
Dental					
Vision					
Life					
LTD					

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: \_\_\_\_\_ / \_\_\_\_\_ / \$ \_\_\_\_\_

Initialed by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Sent to Payroll: \_\_\_\_\_

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