

Agreement Between  
Board of School Trustees of the  
Sunman-Dearborn Community School Corporation  
and the Sunman-Dearborn Educators Association

July 1, 2019 - June 30, 2021

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This Agreement entered into this October 17, 2019 by and between the Board of School Trustees of the Sunman-Dearborn Community School Corporation, hereinafter called the "Board", and the Sunman-Dearborn Educators Association, hereinafter called the "Association". This Agreement is effective from July 1, 2017 through June 30, 2019.

## ARTICLE I RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated employees, as defined in IC 20-29-2-4, except for: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Central Office Personnel, Director of Special Education, Program Coordinator of Special Education, Special Education Supervisor, Athletic Directors, Federal Title Program Directors, Attendance Officers, Health Nurses, and Substitute Teachers. The term "teachers" or "certificated employee" when used hereinafter in this Agreement shall refer to all persons employed by the Sunman-Dearborn Community School Corporation whose official assignment requires a teacher's license or permit issued by the State of Indiana, except those positions specifically excluded above.

## ARTICLE II

### GRIEVANCE PROCEDURE

A. Purpose. It is the objective of the Board and the Association to have all grievances resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

B. Definitions.

1. A "grievance", is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. A "teacher" is any person in the bargaining unit covered by this agreement.
3. An "aggrieved party" is the teacher or group of teachers in the bargaining unit who submit a grievance, or on whose behalf a grievance is submitted or the Association.
4. A "day" when used in this Article shall refer to a teacher work day, provided, however, in no case shall the number of days to take action more than thirty (30) calendar days.

C. Submission of Grievances.

1. Before submission of a written grievance, the aggrieved party shall attempt to have the grievance resolved informally by approaching the building principal

concerned and discussing the matter. Such informal meeting between the aggrieved party and the building principal shall take place within ten (10) days of the time that the aggrieved party knew, or reasonably should have known, of the grievance.

2. Each grievance shall be submitted in writing on a Grievance Form approved by the Board and the Association (See Appendix "D") and shall identify the aggrieved party, the provision of the agreement alleged to have been violated, the date and place where the alleged events or conditions constituting the grievance arose, a general statement of the grievance, and redress sought.
3. A grievance shall be deemed waived unless it is submitted in writing on the Grievance Form within ten (10) days after the aggrieved party has met with the building principal in an attempt to resolve the grievance informally. Such submission shall be to the building principal in Step One.
4. The Association may submit any grievance. If such grievance is limited to one school, the grievance shall be submitted to the building principal involved. Otherwise, such grievance shall be submitted to the Superintendent in Step Two.
5. No briefs need be submitted unless requested by the hearing person or body, or aggrieved party, and no transcript or recordings of any hearing need be made.
6. An aggrieved party may have a representative of the Association present at all steps in the grievance process, if desired, provided that the steps are taken during non-teaching hours.

#### D. Grievance Procedure (Formal Steps)

##### Step One - (Building Principal)

If an aggrieved party is not satisfied with the written response of the building principal or if no response is received within seven (7) days after submission of a grievance, such aggrieved party may appeal the grievance to the Superintendent of Schools. Such appeal must be made to the Superintendent within seven (7) days of receipt of the building principal's response, or ten (10) days of the decision if the decision is mailed by first class mail to the party.

##### Step Two - (Superintendent of Schools)

The Superintendent of Schools or his/her designated representative shall meet with the aggrieved party within seven (7) days of the receipt of the written grievance in an effort to resolve the grievance. Within seven (7) days of such meeting the Superintendent of Schools or his/her designated representative shall deliver to the aggrieved party a written statement of his/her decision on the grievance, or ten (10) days of the decision if the decision is mailed by first class mail to the party.

##### Step Three - (Board of Education)

Within five (5) days of receipt of the Superintendent or his/her designated representatives written decision if the aggrieved party is not satisfied, said party may appeal the grievance to the Board of Education through the Chairperson. The Board shall hold a hearing on the grievance either at a regular or special meeting and render a decision in writing to the aggrieved party. Such hearing shall be held within fourteen (14) days of receipt of the written grievance and the Board's written response shall be delivered to the aggrieved party within five (5) days of the hearing.

Step Four - (Arbitration)

Within ten (10) days receipt of the board's written decision, if the Association is not satisfied, the Association shall notify the Board of its intent to appeal the decision to arbitration through the Voluntary Labor Rules of the American Arbitration Association. The aggrieved shall then have five (5) additional days to file for arbitration.

1. The arbitrator's function is to decide cases of alleged violations of the provisions of this Agreement. The arbitrator shall not supplement, enlarge, diminish or alter the scope of meaning of this Agreement and Appendices as it exists, or any provision therein, nor entertain jurisdiction of any subject matter not covered thereby (except to the extent necessary to determine his/her jurisdiction).
2. All hearings will be held within the Corporation limits, unless the Association and the Board agrees to another location.
3. It is the duty of the arbitrator to hear the dispute, draw conclusions, and make recommendations to the parties.
4. The arbitrator will provide two (2) copies of his/her decision to each party within thirty (30) days after the closing of the hearing.
5. No facts may be presented at an arbitration hearing unless they have been introduced at an earlier level in the grievance procedure.
6. In the event that the decision of the Board is upheld by the Arbitrator, all costs incurred in the arbitration shall be paid by the Sunman-Dearborn Educators Association. In the event that the decision of the Board is overturned by the Arbitrator, all costs incurred through the arbitration shall be shared equally by the parties. In any case, all costs of the representative/agents/witnesses of the Board or of the Association shall be paid by the party incurring them.

E. Provisions Relating To The Grievance Procedure.

All documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not valid basis for evaluation.

Time limits herein may be extended only by mutual agreement, signed by the parties.

ARTICLE III

## PROFESSIONAL AND PERSONAL LEAVES

A. Accumulated sick leave shall accumulate to a total of ninety (90) days. Any teacher with a balance of over 90 accumulated sick days at the end of the current school year will receive \$50 per day for each day over 90. These days will be paid out 30 days after the current school year is complete. All teachers must participate in sick day buyout.

B. Leave accumulated in the last school system prior to teaching in the Sunman-Dearborn Community Schools shall be transferred at the rate of three (3) days per year after completing one (1) year in the system until all such days have been transferred.

C. For the 2019-2020 school year, each teacher will be granted eleven (11) discretionary days and two (2) personal days. Discretionary days are to be used at the teacher's discretion. Personal days are to be used to conduct personal business that cannot be conducted outside of the regular school day.

Effective the 2020-2021 school year, each teacher will be granted ten (10) sick days and three (3) personal business days. Sick days may be used for teacher's personal illness, or the illness of a member of the teacher's immediate family. Immediate family is defined as a spouse, son/daughter, a legal dependent for whom the teacher is custodial guardian, a parent or a relative whose permanent home is in the teacher's home. Any teacher using more than three (3) consecutive sick days or using a sick day immediately before or after an extended break (Fall Break, Winter Break, Spring Break) is required to submit a physician's note. Personal business days are to be used to conduct personal business that cannot be conducted outside of the regular school day, and may not be used immediately before or after an extended break.

D. The sick days must be exhausted before the teacher may use their accumulated sick leave days. A physician's note is required to use accumulated sick days for either the teacher or the teacher's immediate family.

E. Any teacher who has been certified by a physician to be unable to perform his/her duties for medical reasons, for a period of time extending beyond the teacher's accumulated sick leave days, shall have a teaching position held for a period of time not to exceed one (1) full school year beyond the school year in which the disability was granted. During the disability a teacher may continue his/her group health insurance program by paying the monthly premium to the schools corporation's central office.

F. An unpaid leave of absence of up to one year may be granted for the purpose of caring for a sick member of the employee's immediate family. Immediate family is defined as a spouse, son/daughter, parent or a relative whose permanent home is in the teacher's home.

G. In case of death in the immediate family, a teacher shall be entitled to be absent without loss of compensation for not more than five (5) consecutive school days within seven (7) calendar beyond the death. In the case of extenuating circumstances, the Superintendent may adjust the seven (7) calendar days. Immediate family is interpreted for this purpose as follows: Parent, siblings, spouse, grandparent, grandchild, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, step-child, step-parent, or a person whose

permanent home is in the teacher's home. The use of such days shall not be deducted from the teacher's cumulative sick leave or discretionary days. Additional day(s), without pay, may be granted with approval of the Superintendent.

H. In case of death of a nephew, niece, aunt, or uncle, up to one (1) day with pay shall be allowed for the funeral. The use of such days shall not be deducted from the teacher's cumulative sick leave or discretionary days. Additional days(s), without pay, may be granted with approval of the Superintendent.

I. Salaries of teachers attending professional meetings may be allowed providing the Superintendent grants approval for such attendance. The Board may provide an expense allowance for such professional meetings.

J. Teachers may be granted pay for one (1) day per year to visit and observe another school system. Approval of the Superintendent as to the school system to be visited and the date of such visitation is to be obtained at least two (2) weeks in advance.

K. Teachers who receive temporary teaching contracts and who commence employment after the opening of the regular school year shall be granted a proportionate allotment of annual leaves, except for bereavement leave which shall be granted as provided in paragraphs E and F of Article IV. The proportionate leaves shall be determined to the closest one-half (1/2) day segment.

L. A teacher who is pregnant shall be entitled upon request to a leave of absence to begin any time between the commencement of her pregnancy and one (1) year following the birth of her child. Said teacher shall notify the Superintendent in writing of her desire to take such leave and of the expected duration of such leave. Such written notice shall be submitted at least thirty (30) days prior to the beginning of the leave, except in case of emergency. The teacher shall include with the written notice a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable.

A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided that her physician certifies she is able to perform properly her teaching duties, and may return to teaching as soon after the birth of her child as she desires, provided she has notified the Superintendent in writing of her desire to return to teaching at least fourteen (14) days prior to the expected return and provided such notice is accompanied by a physician's statement certifying that she is able to perform properly for teaching duties.

A teacher taking leave under this provision shall be entitled to use accumulated sick leave but shall be required, at the option of the school corporation, to present a doctor's certificate of disability to justify such use of accumulated sick leave days.

M. Adoptive leave, without pay or benefits, shall be granted to a teacher requesting such a leave for a period of up to one (1) year. A teacher applying for adoptive leave shall, upon initial application with the adoptive agency, notify the Superintendent in writing of that intent. The period of leave shall commence when the child is physically turned over to the teacher-parent, or sooner, if required by the adoptive agency.



If a teacher who was granted leave under this section wishes to continue insurance benefits during the period of the leave, it shall be the responsibility of the teacher to make arrangements, in advance, with the Corporation's Business Office to continue such insurance benefits at the individual's expense. A failure to make and follow through with such advance arrangements will result in the individual being dropped from the group plan. This provision is subject to the approval of the carrier(s). The teacher may elect to utilize his/her accumulated sick days, however, the discretionary days must be exhausted first.

N. The purpose of the Voluntary Sick Leave Bank (hereafter referred to as the Bank) is to provide personal illness leave to contributors to the Bank after their accumulated personal illness leave has been exhausted--and more specifically to provide such leave from the Bank in case of prolonged illnesses. The Bank rules and guidelines are as follows:

1. Enrollment in the Bank by bargaining unit members will begin April 1 of the preceding school year and end on September 30 of the current school year, or only during the first four (4) weeks following the first day of employment for any licensed personnel employed after September 30.

2. The Bank shall be established for all bargaining unit members of the Sunman-Dearborn Community Schools who indicate their desire to participate by contributing the individually required number of days as indicated in Rule 9-c below.

3. The Bank shall be administered by the SBC in accordance with the following provisions:

a. The Bank may be used only by the individual contributor for his/her personal illnesses.

b. Days from the Bank may be used only for those work days that the individual contributor is employed under a Regular Teacher Contract.

c. Any person desiring to participate in the Bank will initially donate one (1) day of his/her discretionary days to the Bank. Additional days will be required by the SBC in accordance with Rule 9-d below.

d. If the number of days in the Bank falls below fifteen (15) days prior to May 1 of any year, each participant will be required to donate one (1) additional day of his/her accumulated sick leave to the Bank. If a member has used all of his/her sick leave, the additional day will be donated as soon as new sick leave is granted but such delay shall not prevent the member from using days from the Bank.

e. All days, once donated to the Bank, become the property of the Bank.

f. The maximum number of total days available to be used shall not exceed eighty (80). If this amount is reached at any time during any year, the Bank will cease to grant further days for the remainder of that year.

g. All requests to receive grants from the Bank must be submitted in writing to the SBC on the prescribed Form (Appendix G). The SBC may grant days on a retroactive basis.

h. Any person submitting a request to use the Bank must have his/her proper contribution and meet all eligibility requirements. If a person is physically unable to submit the form, the Forms may be submitted by a proxy.

i. A person will not be able to withdraw days from the Bank until his/her own accumulated sick leave is depleted.

j. Days granted from the Bank can only be used for extended illness or disability.

k. All requests will need to be approved by the SBC. No use may extend more than twenty (20) working days per teacher and no outstanding cumulative debt to the Bank may exceed twenty (20) working days per teacher.

l. In the event a unit member is granted days from the Bank at the same time he/she is drawing salary from Workmen's compensation, the individual may receive an amount from the Bank which will, together with the amount received from workmen's compensation, amount to no more than the individual's daily salary. The prorated amount of money, and the identical pro-rated number of days will be deducted from the amount of days and dollars remaining in the Bank.

m. Days granted will be reimbursed at a rate equal to the per diem rate of pay on the adopted salary schedule for the individual granted the days. After the thirty (30) day review, the SBC reserves the right to change the percentage rate of payment.

n. The SBC will review and present to the Sunman-Dearborn Community Schools Business Office approval or denial of all requests to draw on the Bank within ten (10) working days after such request is received by the committee. This information should be received by the Bookkeeping Department on the same day the service records are received from the building principals. The Committee will also make its decision known to the applicant within this ten (10) day period.

4. If a request for use of sick leave days is denied by the SBC, then the applicant may appeal the Committee's decision to the Appeal Board within ten (10) working days after the denial. Any decision by the Appeal Board must be by a majority vote. A tie vote will automatically support the SBC decision. All decisions of the Appeal Board are final and binding.

5. The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.

6. The Voluntary Sick Leave Bank is excluded from the Grievance Procedure.

7. A member shall be required to furnish, if the SBC requests, a medical report from

a licensed physician at any time before or during the time of use of the Leave Bank. The medical report will be at the member's expense. The SBC will review each case required. The SBC reserves the right, if necessary, to limit the number of days granted.

8. A person who has used days from the Bank will be required to repay these days to the Bank at the rate of three (3) days per year until all the days have been paid back. Repayment will begin with the school year immediately following withdrawal of days from the Bank. If an employee:

a. Retires, dies or leaves the employment of the School Corporation before the total number of days is paid back, then the remaining days owed will be deducted from any that the teacher has in his/her accumulated sick leave.

b. Remains an employee of the Sunman-Dearborn Community Schools and decides to withdraw from the Bank, any days donated remain the property of the Bank and any days owed to the Bank shall be deducted the same as if the person were continuing to be an active member.

9. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank shall, as a condition to such application, agree in writing substantially as follows:

*"I voluntarily acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the case of an appeal, the Appeal Board, and that all decisions of the Sick Bank Committee or, the Appeal Board will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless The Sunman-Dearborn Community Schools, The Corporation Board of Trustees, The Sunman-Dearborn Educators Association, The Sick Bank Committee, The Appeal Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.*

10. When an employee donates days to the Bank, he/she agrees to the above stated Rules For Administration of the Bank and agrees to abide by the stated Rules.

11. An annual report of the Bank will be published on or before February 1 for each year the Bank is in operation. This report will be published by the Sunman Dearborn Educators Association and approved by the Superintendent of Schools of the Sunman-Dearborn Community Schools prior to publication. The report shall include a statement of the number of days remaining in the Bank, the total cost of the days granted, and the remaining cash balance available for the Bank.

O. A sabbatical leave, without pay or benefits, may be granted to any semi-permanent or permanent teacher for the purpose of personal growth and development that will eventuate in improved educational services to the students of the Sunman-Dearborn Community School Corporation. Such improvements are usually achieved by formal study, research, writing and/or travel.

1. Application forms are to be made available in the office of the Superintendent.
  2. A sabbatical leave may be granted for one (1) semester or for one (1) school year. Application must be submitted to the Superintendent at least ninety (90) days before the leave is to be taken. Upon receipt of the application, the Superintendent will submit the request to the Board for approval or disapproval.
  3. Teachers will not be eligible for more than one (1) sabbatical leave over a period of seven (7) consecutive years of employment with the Sunman-Dearborn Community School Corporation.
  4. The returning teacher will be given teaching experience credit for the time he/she was on leave.
  5. If a teacher who was granted leave under this section wishes to continue insurance benefits during the period of the leave, it shall be the responsibility of the teacher to make arrangements, in advance, with the Corporation's Business Office to continue such insurance benefits at the individual's expense. A failure to make and follow through with such advance arrangements will result in the individual being dropped from the group plan. This provision is subject to approval of the carrier(s).
  6. A teacher on this leave shall be afforded all of the rights, upon return, as any other teacher.
  7. Notification of intent to return from a sabbatical leave must be in writing to the school corporation by April 1<sup>st</sup> of the year before the employee returns to work in August. When a semester leave is granted, the employee must submit in writing a notification of intent to return forty-five (45) calendar days before the end of the semester that the employee is taking the leave of absence. If the employee does not submit an intent to return from a sabbatical leave within these stated guidelines, the school corporation will terminate the employment of the employee at the end of the leave.
- P. An employee summoned for jury duty, or subpoenaed as a witness, will be excused from work upon presentation of the court notice to his/her building principal. When the teacher who has been excused returns to work, he/she will be paid his/her normal earnings provided he/she submits evidence of the dates served.
- Q. A teacher who had previously made arrangements for a leave on a day which schools are closed shall not be charged for such leave.
- R. Those teachers employed by the Corporation for summer school classes shall be granted the rights set out in paragraphs E and F of this Article IV.

ARTICLE IV  
INSURANCE PROTECTION

A. The school corporation shall make available health care plans based on mutual agreement between the Association and Board of Trustees.

All teachers electing to participate in the health insurance program shall enroll in a qualifying HDHP/HSA plan (currently known as HDHP Plan 1 or HDHP Plan 2 as offered by the Southeast Indiana School Insurance Consortium (SISIC)).

Effective January 1, 2020, the school corporation shall pay the following amount towards the annual cost of health insurance premiums.

Employee Only	\$8,178
Employee/Child	\$10,651
Employee/Spouse	\$12,431
Family	\$15,397

Effective January 1, 2021, the school corporation shall pay the following amount towards the annual cost of health insurance premiums.

Employee Only	\$8,505
Employee/Child	\$11,077
Employee/Spouse	\$12,928
Family	\$16,013

For the 2020 plan years only, the School Corporation shall contribute one thousand five hundred (\$1,500) into a health savings account (HSA) for any teacher on an individual policy or three thousand (\$3,000) into a health savings account (HSA) for any teacher on any family policy. The HSA financial institution will be at the sole discretion of the board.

For the 2021 plan years only, the School Corporation shall contribute one thousand two hundred fifty (\$1,250) into a health savings account (HSA) for any teacher on an individual policy or two thousand five hundred (\$2,500) into a health savings account (HSA) for any teacher on any family policy. The HSA financial institution will be at the sole discretion of the board.

Two (2) married teachers may apply the equivalent of two (2) times the amount the school corporation contributes towards the individual policy to a family plan with each teacher contributing a minimum of one dollar (\$1.00) annually towards such coverage.

B. The school corporation shall pay the cost, less \$1.00 paid annually by each participating teacher, for a group term life insurance plan in the amount of \$60,000.00 for natural death and \$120,000.00 for death or dismemberment by accidental means for each teacher, but decreasing to \$30,000.00 for natural death and \$60,000.00 for death or dismemberment by accidental means at age 70.

C. The Board shall pay the full cost of the individual dental plan less one dollar (\$1.00) paid by the individual per school year. The Board shall pay an amount equal to sixty-five percent (65%) toward the monthly premium cost of the family dental plan. Two (2) married teachers may apply the equivalent of two (2) times the individual plan rate towards a family plan, with each teacher contributing a minimum of \$1.00 towards such coverage.

D. The school corporation shall pay the cost, less \$1.00 paid annually by each participating teacher, for a long-term disability plan. Each active, full-time employee who works a minimum of 30 hours per week, except temporary teachers, is eligible for this plan. Such policy shall pay 66 2/3% of the teacher's regular compensation and shall have a ninety (90) day elimination period to qualify.

E. Teachers who retire between the ages of fifty-five (55) and sixty-five (65), who have fifteen (15) years of service with this Corporation immediately prior to retirement, shall be allowed to participate in the group insurance plan until they are Medicare eligible. Additionally, any such qualifying teacher may maintain coverage for his/her spouse until that spouse qualifies for Medicare even though that qualifying teacher has previously qualified for Medicare.

Retired teachers electing to exercise this option shall be required to pay the full monthly premiums for the type of coverage selected and shall have such premium payments into the Corporation's business office in advance of the Corporation's due date for submitting to the insurance carriers.

There shall be a thirty (30) day window period from the date of employment for new teachers to enroll or in insurance programs.

The anniversary date of the medical and dental coverages provided under this article shall be January 1.

#### ARTICLE V PROFESSIONAL COMPENSATION

A. The base salaries of teachers covered by the Agreement for the 2019-2020 school year are set forth in the Teacher Compensation Model which is stated in Appendix A-1.

B. The base salaries of teachers covered by the Agreement for the 2020-2021 school year set forth in the Teacher Compensation Model which is stated in Appendix A-2.

C. Salary Range: \$36,900-\$73,751 not including current year increases or TRF contributions.

D. Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

E. Teachers involved in assigned extra-curricular responsibilities, as set forth in Appendix

"B", which is attached to and incorporated in this Agreement, shall be compensated in accordance with Appendix B-1.

- F. A teacher employed for more than one hundred eighty-five (185) days shall be paid his/her daily rate for each additional day.
- G. The Corporation shall pay the three percent (3%) teacher's retirement contribution to the Indiana State Teachers' Retirement Fund (ISTRF) on all compensation earned by a bargaining unit member. Such payment is to be over and above the salaries reflected in the individual contract(s).
- H. Each teacher who uses his or her automobile for travel authorized by the Corporation shall be reimbursed at the rate per mile allowable for deduction purposes by the Internal Revenue Service in effect July 1 of each year.
- I. Salary of newly hired teachers will be set at the highest salary of returning teachers with the same years of experience and education.
- J. For the 2019-2020 school year, teachers with no experience hired at Sunman-Dearborn Community Schools will receive the following base salary:

BS - \$40,000	BS+15 - \$41,107	
MS - \$42,247	MS+15 - \$43,422	MS+30 - \$44,631

- K. For the 2020-2021 school year, teachers hired with no experience at Sunman-Dearborn Community Schools will receive the following base salary:

BS - \$41,000	BS+15 - \$42,107	
MS - \$43,247	MS+15 - \$44,422	MS+30 - \$45,631

#### ARTICLE VI RETIREMENT BENEFITS

**SUBSECTIONS A, B AND C ARE ONLY APPLICABLE FOR TEACHERS EMPLOYED ON OR BEFORE JUNE 30, 2009.**

- A. Entitlement to Retirement Severance Benefits, Vesting Requirements.

Upon retirement from the Sunman-Dearborn Community School Corporation, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:

1. The retiring teacher must have been employed by the School Corporation on or before June 30, 2009.
2. Immediately prior to retirement, the retiring teacher must have taught a minimum of

fifteen (15) years in the School Corporation.

3. The retiring teacher must be at least fifty-five (55) or older during his or her retirement year.

B. 401 (a) Retirement Severance and Early Retirement Program.

The school corporation has established a qualified retirement plan as described in section 401 (a) of the Code (the "401(a) Plan"). Employees who received deposits are subject to the following terms and conditions.

1. Separate Accounts. Deposits made 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 account shall be invested among the investment options made available by the selected investment vendor for the 401(a) plan.
2. Vesting. Until such time that an employee has retired and satisfied the eligibility requirements set forth in Subsection A of this article, the employee shall have no access to the assets held in his or her separate 401(a) Retirement and Bridge to Social Security Buyout Plan account.
3. Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Subsection A of this Article, for any reason, the terminated employee's 401(a) Retirement Severance and Early Retirement Program Buyout Plan account shall be forfeited. The forfeited amounts shall be placed in a forfeiture account and shall be used by the School Corporation to fund retirement obligations.
4. Distributions. Following retirement and the satisfaction of the requirements set forth in Subsection A of this Article, a retired employee may elect to commence distributions from his 401(a) Retirement Severance and Early retirement Program Buyout Plan account. If an employee shall die, the deceased employee's 401(a) Retirement Severance and Early Retirement Program Buyout Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. (At no time may a participant borrow from his 401(a) Retirement Severance and Early Retirement Program Buyout Plan account.)
5. Disability. If a teacher who received a deposit becomes "classroom disabled" as defined by the Indiana State Teachers Retirement Fund or "permanently disabled" as defined by the Social Security Administration, the teacher's buyout contribution plus accrued earnings shall be the property of the teacher. The vesting requirement may be waived in cases of retirement caused by disability of ill health, provided the retiring teacher provides satisfactory medical documentation to the School Corporation.
6. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Retirement Severance and Early Retirement



Program Buyout Plan. All costs incurred in the administration of the 401(a) Retirement Severance and Early Retirement Program Buyout Plan and investment fees shall be paid from the 401(a) Retirement Severance and Early Retirement Program Buyout Plan assets.

7. Additional Plans. The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.

C. VEBA. The School Corporation has established a voluntary employees' beneficiary association ("VEBA"), as described in section 501(c)(9) of the Internal Revenue Code. Employees which received deposits are subject to the following conditions.

1. Separate Accounts. Deposits made 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 account shall be invested among the investment options made available by the selected investment vendor for the VEBA.
2. Vesting. Until such time that an employee has retired and satisfied the eligibility requirements set forth in Subsection A of this article, the employee shall have no access to the assets held in his or her VEBA account.
3. Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Subsection A of this Article, for any reason, the terminated employee's VEBA account shall be forfeited. The forfeited amounts shall be placed in a forfeiture account and shall be used by the School Corporation to fund retirement obligations.
4. Distributions. Following retirement and the satisfaction of the requirements set forth in Subsection A of this Article, a retired employee may use the amounts held in his/her separate VEBA account for any expenses permitted by the IRS. (At no time may the VEBA make loans to an employee, his/her spouse, or dependents.) If an employee shall die, the deceased employee's VEBA shall be distributable according to IRS guidelines.
5. Disability. If a teacher who received a deposit becomes "classroom disabled" as defined by the Indiana State Teachers Retirement Fund or "permanently disabled" as defined by the Social Security Administration, the teacher's VEBA account shall be the property of the teacher. The vesting requirement may be waived in cases of retirement caused by disability of ill health, provided the retiring teacher provides satisfactory medical documentation to the School Corporation.
6. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

D. Retirement Saving Plans.

1. Section 401(a) Annuity Plan

- a. The Board will contribute an amount equal to two and one-half percent (2.5%) of the teacher's salary schedule salary as set forth in Article V in this agreement and deposit such amounts into a Section 401(a) account maintained by the Board on behalf of the teacher.
- b. Such deposits shall be made on a monthly basis.
- c. Teachers will have the option of investing their dollars in approved tax deferred annuities, or continuing to invest their dollars in tax deferred annuities for which money is already being deducted from the teacher's salary, if any.
- d. Any contributions made by the Board to the Section 401(a) Plan on behalf of certified employees are subject to a vesting schedule with 100% vesting to occur upon completion of the fifth year of employment in the Sunman-Dearborn Community School Corporation. Authorized leaves of absences shall not be considered to be a break in continuous employment. A teacher who is not fully vested in this program and who voluntarily resigns or is terminated shall forfeit any non-vested amounts and shall not retain any prior partial vesting rights if ever rehired by the board.
- e. In the event a certified employee dies in active service, all of the Board's contributions to the 401(a) Plan, plus all accrued earnings shall be paid to his or her named beneficiary.

E. Vendor.

The single investment vendor for the 401(a) and VEBA plans shall be mutually agreed upon by the parties.

ARTICLE VII  
TEACHER RIGHTS, BENEFITS, PRIVILEGES AND PROCEDURES

A. Members of the job-sharing team will be entitled to all the rights of full-time bargaining unit members. However, the salary will be one-half (1/2) the salary of a full-time teacher. The Board will pay one-half (1/2) amount towards fringe benefits as paid a full-time teacher as set forth in Article V of the Agreement. In addition, members of a job sharing team shall receive one-half (1/2) the number of sick days and personal leave days as provided to full-time teachers in Article IV of this Agreement.

B. Assault leave shall be granted to a teacher who is unable to work and who, therefore, is absent from his/her assigned duties because of injury resulting from a physical assault that is unprovoked. This teacher shall be eligible for Worker's Compensation benefits. Said leave shall not be charged against sick leave earned. Said teacher shall be granted the aforementioned assault leave with the school corporation paying the salary difference between the normal per

diem rate and the income received from Worker's Compensation up to a maximum of 15 working days.

Teachers shall be granted assault leave according to the following rules:

1. The incident, resulting in the absence of the teacher, must have occurred during the course of employment with the Sunman-Dearborn School Corporation while on the school premises or at an approved or sponsored activity/event.
2. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, any teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
3. If the teacher received medical attention and/or is absent from his/her assigned duties, a certificate from a licensed physician stating the nature of the disability, and its duration, shall be required before assault leave payment is made.
4. A teacher shall not qualify for payment of assault leave until the Assault Leave Form (Appendix F) and requested physician's statement pursuant to #3 above, have been submitted to the Superintendent.
5. Said teacher shall provide verification of Worker's Compensation benefits received.
6. Falsification of a statement for Assault Leave is grounds for suspension or termination of employment.

ARTICLE VIII  
TERM OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2019, and shall continue in effect until June 30, 2021.

B. All items in this Agreement have been negotiated for the length of the Agreement as stated above and ratified on October 17, 2019.

FOR THE BOARD:

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
VICE-PRESIDENT

  
\_\_\_\_\_  
SECRETARY


  
\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
PRESIDENT


  
\_\_\_\_\_  
VICE-PRESIDENT

  
\_\_\_\_\_  
MEMBER

  
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MEMBER

  
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MEMBER

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MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

**Compensation Plan  
for the  
2019-2020 School Year**

A teacher must be employed and teaching on the job by Sunman-Dearborn Community Schools for a minimum of 120 days during the evaluation school year to be eligible for additional compensation. Any teacher who is on an approved FMLA, ADA or maternity leave is exempt from the 120 day rule.

The following compensation model is based on all teachers who have met the requirements under the Sunman-Dearborn Community Schools evaluation model to be designated as Highly Effective or Effective teachers. Those teachers who do not meet those qualifications and are designated at Needs Improvement or Ineffective would not receive any additional base compensation.

**Base compensation will be based on the following factors: Evaluation Results and Academic Needs of Students**

**Evaluation Results:**

All teachers rated Highly Effective or Effective for the 2019-2020 school year will receive a \$3,350 (69% of total possible) increase in base compensation.

**Academic Needs of Students:**

Graduate education in any education-related field, including but not limited to; education, curriculum, instruction, or content area meets the academic needs of students. All teachers rated Highly Effective or Effective for the 2019-2020 school year who attain additional graduate credits in any education-related field including but not limited to education, curriculum, instruction, or content area, will receive a \$1,500 (31% of total possible) increase in base compensation as listed below.

<b>From</b>	<b>To</b>
B.S./B.A.	B.S./B.A. +15
B.S./B.A. +15	M.S./M.A.
M.S./M.A.	M.S./M.A. +15
M.S./M.A. +15	M.S./M.A. +30

**APPENDIX A-2**

**Compensation Plan  
for the  
2020-2021 School Year Only**

A teacher must be employed and teaching on the job by Sunman-Dearborn Community Schools for a minimum of 120 days during the evaluation school year to be eligible for additional compensation. Any teacher who is on an approved FMLA, ADA or maternity leave is exempt from the 120 day rule.

The following compensation model is based on all teachers who have met the requirements under the Sunman-Dearborn Community Schools evaluation model to be designated as Highly Effective or Effective teachers. Those teachers who do not meet those qualifications and are designated at Needs Improvement or Ineffective would not receive any additional base compensation.

**Base compensation will be based on the following factors: Evaluation Results and Academic Needs of Students**

**Evaluation Results:**

All teachers rated Highly Effective or Effective for the 2020-2021 school year will receive a \$1,750 (54% of total possible) increase in base compensation.

**Academic Needs of Students:**

Graduate education in any education-related field, including but not limited to; education, curriculum, instruction, or content area meets the academic needs of students. All teachers rated Highly Effective or Effective for the 2020-2021 school year who attain additional graduate credits in any education-related field including but not limited to education, curriculum, instruction, or content area, will receive a \$1,500 (46% of total possible) increase in base compensation as listed below.

<b>From</b>	<b>To</b>
B.S./B.A.	B.S./B.A. +15
B.S./B.A. +15	M.S./M.A.
M.S./M.A.	M.S./M.A. +15
M.S./M.A. +15	M.S./M.A. +30

## APPENDIX B

### SUNMAN-DEARBORN COMMUNITY SCHOOL CORPORATION 2017-18, 2018-19 EXTRA-CURRICULAR INDEX SCHEDULE

#### **GROUP A**

Varsity Basketball (Boys)  
Varsity Basketball (Girls)  
Swim Director

Varsity Football  
HS Marching Band

#### **GROUP B**

Middle School Activities Director  
Varsity Assistant Basketball (Boys)  
Varsity Assistant Football  
HS Assistant Marching Band

Junior Varsity Basketball (Boys)  
Junior Varsity Basketball (Girls)  
Varsity Asst. Basketball (Girls)

#### **GROUP C**

Varsity Swimming (Boys)  
Varsity Wrestling  
Varsity Track (Boys)  
Varsity Baseball  
Audio Visual Director

Varsity Swimming (Girls)  
Varsity Volleyball  
Varsity Track (Girls)  
Varsity Softball  
HS Guidance Director

#### **GROUP D**

HS Chorus  
Head Freshman Football  
Varsity Soccer (Boys)

Freshman Basketball (Boys)  
Freshman Basketball (Girls)  
Varsity Soccer (Girls)

#### **GROUP E**

Varsity Tennis (Boys)  
Varsity Golf (Boys)  
Varsity Tennis (Girls)  
Varsity Golf (Girls)  
Grade 8 Basketball (Boys)  
Middle School Football  
Yearbook  
Assistant Volleyball  
Grade 8 Basketball (Girls)  
Junior Varsity Baseball  
Varsity Assistant Baseball  
Varsity Assistant - Softball

Varsity Cross-Country (Girls)  
Varsity Cross-Country (Boys)  
Grade 7 Basketball (Boys)  
Middle School Band  
Junior Class/Prom Director  
Asst. Freshman Football  
After Prom Committee Chair  
Middle School Wrestling  
Junior Varsity Volleyball  
Grade 7 Basketball (Girls)  
Junior Varsity - Softball

## **GROUP F**

H.S. Assistant Wrestling  
H.S. Assistant Track (Boys)  
Athletic Trainer (per season)  
H.S. & M.S. Guidance Counselor\*  
Elementary Guidance Counselor\*  
Intermediate School Guidance Counselor\*  
Assistant Swimming (Girls)  
Varsity Soccer (Girls)  
Junior Varsity Soccer (Boys)  
H.S. Assistant Track (Boys/Girls)  
Freshman Volleyball  
Winter Strength Coach  
Fall Strength Coach

H.S. Assistant Track (Girls)  
Assistant Soccer (Boys)  
Freshman Baseball  
M.S. Chorus & Show Choir  
Assistant Swimming (Boys)  
Assistant M.S. Football  
Advanced Placement Instructor Assistant  
Dual Credit Instructor  
Junior Varsity Soccer (Girls)  
Junior Varsity Wrestling  
Assistant Soccer (Girls)  
Spring Strength Coach  
EC Dancers

\*Any Guidance Counselor hired after 7/1/2013 will not be eligible for the ECA Guidance Counselor stipend.

## **GROUP G**

Middle School Track (Boys)  
Middle School Track (Girls)  
Grade 8 Volleyball  
Grade 7 Volleyball  
Middle School Cross-Country (Boys)  
Middle School Cross-Country (Girls)  
H.S. Play Spring Production  
Middle School Swimming  
High School Academic Team  
Summer Strength Coach  
Grade 6 Basketball (Girls)  
Middle School Yearbook  
Varsity Basketball Cheerleading  
Middle School Golf (Co-ed)

Freshman Wrestling  
Grade 6 Basketball (Boys)  
Grade 5 Basketball (Boys)  
H.S. Concert Band  
H.S. Play Fall Production  
H.S. Play Summer Production  
High School Student Council Sponsor  
Elem. Basketball, Grade 3-4 (Girls)  
Varsity Football Cheerleading  
Elem. Basketball, Grade 3-4 (Boys)  
Grade 5 Basketball (Girls)  
High School FCCLA  
HS Spring Musical

## **GROUP H**

High School Paper  
Future Farmers Organization  
Junior Varsity Football Cheerleading

Middle School Cheerleading  
Junior Varsity Basketball Cheerleading  
Middle School Drama Club

## **GROUP I**

Head Senior Class  
Elementary Music Production  
Freshman Basketball Cheerleading  
High School Unity Group

Asst. MS Track Boys/Girls  
High School Assistant Academic Team  
Freshman Football Cheerleading  
Freshman Class Sponsor



**GROUP J**

Assistant Senior Class  
Middle School Student Council  
Audio/Visual Club  
French Club  
Business Professional of America  
National Junior Honor Society  
German Club  
Outdoor Club  
ES Academic Clubs  
Japanese Club  
Sophomore Class Sponsor

National Honor Society  
Spanish Club  
Middle School FFA Organization  
Middle School FCCLA  
Middle School Academic Team  
Middle School Unity Group  
ES Student Council  
Fellowship of Christian Athletes  
ES Chorus  
High School Art Club  
Middle School Art Club

**APPENDIX B-1**

SUNMAN-DEARBORN COMMUNITY SCHOOL CORPORATION

ECA Pay Scale

	<b>0</b>	<b>1-4</b>	<b>5-9</b>	<b>10-14</b>	<b>15-19</b>	<b>20-24</b>	<b>25+</b>
	<b>yrs.</b>	<b>yrs.</b>	<b>yrs.</b>	<b>yrs.</b>	<b>yrs.</b>	<b>yrs.</b>	<b>yrs.</b>
<b>Group A</b>	7,688	7,842	7,998	8,159	8,321	8,488	8,657
<b>Group B</b>	4,612	4,752	4,893	5,041	5,192	5,348	5,508
<b>Group C</b>	3,844	3,959	4,078	4,200	4,326	4,456	4,590
<b>Group D</b>	3,075	3,167	3,261	3,360	3,460	3,565	3,671
<b>Group E</b>	2,498	2,599	2,703	2,811	2,923	3,040	3,162
<b>Group F</b>	2,114	2,241	2,375	2,518	2,669	2,830	2,998
<b>Group G</b>	1,346	1,439	1,541	1,647	1,764	1,887	2,019
<b>Group H</b>	1,153	1,257	1,371	1,493	1,629	1,774	1,812
<b>Group I</b>	769	837	913	996	1,086	1,182	1,290
<b>Group J</b>	576	629	684	747	813	887	967

High/Middle School Department Heads	
Department of 1-3	820
Department of 4-5	929
Department of 6+	1,092

Any sponsor whose pay would decrease by \$250 or more when they move to the B-1 ECA Pay Scale from the pay scale in the 2012-13 contract will be grandfathered. These grandfathered positions will stay at the old ECA pay schedule and be frozen until any future schedule will meet or exceed the frozen grandfathered rate.

APPENDIX C  
GRIEVANCE FORM

SUNMAN-DEARBORN COMMUNITY SCHOOL CORPORATION

1. Name(s) of Aggrieved Party(ies):
  
  2. Position(s)
  
  3. Contract Provision(s) - Alleged Violation:
  
  4. Date and Place of Occurrence:
  
  5. Statement of the Grievance (Include events and conditions of the grievance and person(s) responsible):
  
  6. Redress Sought:
  
  7. Signature(s) of Aggrieved Party(ies):
- 
8. Date filed:

FORMAL STEPS

STEP ONE (Building Principal)

1. Disposition by Principal:

Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

2. Position of Aggrieved Party(ies):

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

STEP TWO (Superintendent)

1. Disposition by Superintendent:

Signature of Supt. \_\_\_\_\_ Date \_\_\_\_\_

2. Position of Party(ies):

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

STEP THREE (Board of Education)

1. Disposition by Board:

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

APPENDIX D

TEACHER ASSAULT LEAVE REQUEST

Name \_\_\_\_\_ Date \_\_\_\_\_

School/Department \_\_\_\_\_

I hereby request \_\_\_\_\_ day(s) of assault leave beginning at \_\_\_\_\_ on \_\_\_\_\_,  
\_\_\_\_\_ time \_\_\_\_\_ day  
\_\_\_\_\_, 20\_\_\_\_ and ending at approximately \_\_\_\_\_ on \_\_\_\_\_,  
\_\_\_\_\_ month \_\_\_\_\_ time \_\_\_\_\_ day  
\_\_\_\_\_ 20\_\_\_\_.  
\_\_\_\_\_ month

If medical attention was obtained, or if your leave was for more than two (2) days, the following information must be stated:

Name of Physician \_\_\_\_\_

Office Address \_\_\_\_\_

\_\_\_\_\_

Falsification of the statement in this request is grounds for suspension or termination of employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_

\_\_\_\_\_  
Principal/Supervisor

\_\_\_\_\_

\_\_\_\_\_  
Superintendent

\_\_\_\_\_

APPENDIX E

SUNMAN-DEARBORN VOLUNTARY SICK LEAVE BANK  
APPLICATION FOR LOAN OF SICK DAYS

The purpose of the Voluntary Sick Leave Bank is to provide personal illness leave to its contributors after their accumulated personal illness leave has been exhausted and more specifically to provide such leave from the Bank in case of prolonged illness. Any person submitting a request to use the Bank must have his/her proper contribution and meet all eligibility requirements. A person will not be able to withdraw days from the Bank until his/her own accumulated sick leave has been depleted.

Name

Date

School

Position

Number of days requested

Date(s) absent

Accumulated sick leave expired on

Days granted from the Bank can only be used for extended illness or disability. Day borrowed from the Bank will be repaid at the rate of three (3) days per year until all the days have been paid back. Repayment will begin with the school year immediately following the withdrawal of the days from the bank

I have read and understand the above \_\_\_\_\_  
(Signature of Applicant)

Approved / Disapproved \_\_\_\_\_  
Vice President S-DEA (Sick Bank Committee Chairperson)

Approved / Disapproved \_\_\_\_\_  
President S-DEA

Approved / Disapproved \_\_\_\_\_  
Superintendent