

AGREEMENT

between

SOUTHWEST ALLEN COUNTY TEACHERS ASSOCIATION

and the

BOARD OF SCHOOL TRUSTEES

METROPOLITAN SCHOOL DISTRICT of

SOUTHWEST ALLEN COUNTY

Expires: June 30, 2021

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## **ARTICLES OF AGREEMENT**

### **PREAMBLE**

The Agreement is entered into this 11<sup>th</sup> day of November 2020, by and between the Board of School Trustees of the Metropolitan School District of Southwest Allen County, hereinafter called the “Board”, and the Southwest Allen County Teacher’s Association, hereinafter called the “Association.” The Board agrees that the district will comply with all federal and state laws that are applicable to Indiana public schools.

The bargaining unit includes all SACS employed certified teachers whose primary responsibility is classroom teaching including Counselors, School Psychologists, Occupational & Physical Therapists, Media Specialists, Speech and Hearing Specialists, Visual Specialists, and Instructional Coaches. Positions excluded from this agreement are: all other supervisors, including (but not limited to) the Superintendent, Assistant Superintendent, Director and Assistant Director of Special Education, Director of Student Learning, Principals, Administrative Assistants, Assistant Principals, Dean of Students and Athletic Director.

### **ARTICLE I**

#### **RETAINED RIGHTS**

Except to the extent expressly abridged by a specific provision of this Agreement, or by law, the Association recognized and agrees that the Board reserves and retains, solely and exclusively, its right to manage the affairs of the Corporation to the fullest extent provided by law, such as rights existed prior to the execution of this or any other previous Agreement with the Association. The rights of management which are not abridged by this Agreement shall include, but are not limited to, the right to:

- 1) direct the work of its employees;
- 2) establish policy;
- 3) hire, promote, demote, transfer, assign and retain employees;
- 4) suspend or discharge its employees in accordance with applicable state and federal laws;
- 5) maintain the efficiency of school operations;
- 6) relieve its employees from duties because of lack of work or other legitimate reasons;  
and
- 7) take action necessary to carry out the mission of the public schools as provided by law.

In no event shall any rights, functions or prerogatives of the Board and its designated management ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct, or otherwise than by an explicit provision of the Agreement.

## ARTICLE II

### **PROFESSIONAL COMPENSATION**

Section 1: The salary ranges of teachers covered by this Agreement shall be on a regular teacher contract year basis and is set forth in Appendix A, attached to and incorporated into this Agreement. The Superintendent, or designee, will evaluate the training and experience of all applicants for certified positions. Experience will be evaluated as to its value to the School Corporation and credit may or may not be allowed for any or all prior teaching experience. Training will be established by an official transcript furnished by the teacher to the School Corporation. The Superintendent, or designee, will evaluate the experience of the teacher and determine where the teacher will be placed on the salary range at the time of the initial hiring of the teacher. An earned Master's degree will be recognized when the applicant's salary is set. This determination will not be subject to review under the grievance procedure or otherwise. The teacher acknowledges that the initial determination as to the placement on the salary range shall continue to remain in place for all future years. The teacher acknowledges that there will be no future retroactive determination of actual experience for the purpose of advancing the teacher on the salary range.

Section 2: The schedule of additional teacher compensation for extra-curricular time and responsibilities is set forth in Appendix B, attached to and incorporated into this Agreement. With respect to Appendix B:

- a. If two (2) or more teachers share additional time and responsibilities for the same position, the scheduled compensation shall be pro-rated between them unless otherwise indicated.
- b. The cost of a temporary replacement in extra-curricular activities as provided in Appendix B shall be pro-rated and deducted from the scheduled compensation of a teacher assigned an extra-curricular activity whenever a teacher must be replaced by a substitute because of temporary absence or incapacity. The substitute shall be approved and pro-rated pay authorized through the building principal. The compensation shall then be paid to the substitute on a pro-rated basis.
- c. The Board is not obligated to appoint a teacher to any extra-curricular position listed. It is understood that the Board shall determine the number of positions in each designation on the extra-curricular schedule. The Board is not prevented from establishing extra-curricular duties not presently listed, provided compensation is comparable to other similar duties and is discussed with the SACTA President or his/her designee before the position is filled.

Section 3: Adjustments in teacher pay, including any stipends, shall be made in accordance with the *Compensation Model* (Appendix C) as it may be adjusted from time to time by agreement of the Superintendent and the SACTA Bargaining Team.

Section 4: It shall be the responsibility of the teacher to notify the Superintendent prior to July 1, if, through additional training, a change in salary is anticipated in the following school year.

Adjustments in the teacher's pay shall not be retroactive, for whatever the cause. It shall be the teacher's responsibility to file with the Superintendent a claim and proof of claim prior to the effective date of salary change. Transcripts certifying such a change shall be on file in the Superintendent's office not later than September 30.

Section 5: Teachers are responsible for providing current and renewal licenses to the Board, and for providing it with appropriate records concerning teaching experience, military service, additional training, cumulative sick leave, and such other records as may be required to substantiate professional qualifications and entitlement to compensation. Failure to provide required records or to maintain current and renewal licenses may result in voiding of the teacher's employment by the School District or denial of additional compensation.

Section 6: The first pay for the 2020-2021 school year will be on August 20, 2020. Teachers shall be paid in twenty (20) or (24) equal installments commencing at the beginning of each school year. Teachers selecting the twenty (20) pay option must submit a written notice to the Business Office.

Section 7: Teachers required or expressly authorized to use private automobiles in the conduct of school business shall be reimbursed at the rate recommended by the Internal Revenue Service at the time of travel. Reimbursements shall be made to such teachers in accordance with district procedures.

Section 8: The following items shall be deducted from teachers' pay:

- a. Federal/State/County Taxes.
- b. FICA (Social Security).

The following items shall be deducted from the teacher's pay when authorized by the teacher:

- a. Insurance premiums of Board approved carrier.
- b. United Way.
- c. Deductions for Section 125 benefits and concomitant administrative fees.

- d. Tax-sheltered annuities. The Board shall provide each teacher the opportunity to participate in a voluntary tax sheltered annuity program. Annuity payments shall normally be forwarded to the appropriate company on each scheduled pay date, and no later than the following Tuesday after each scheduled pay date. Teachers may sign up for an annuity program or make changes to existing annuities prior to the start of the first semester to commence at the beginning of the school year. Teachers may discontinue their annuity deductions at any time.
- e. Arts United.

Section 9: A teacher who is recommended by the Administration and who is contracted by the Board for approved district level curriculum development or as a district consultant/specialist, including teachers training teachers, beyond the normal school day or year, shall be paid at the hourly rate calculated from the minimum base salary in Appendix A. Requests for stipends for any work to be completed outside designated curriculum meetings must be pre-approved by the Assistant Superintendent or designee.

Section 10: A teacher's "per diem" salary shall be calculated using the teacher's base salary.

Section 11: Summer School Compensation: Teacher hourly rate for Summer School Contracts will be their regular daily rate ÷ 6.5 hours. This hourly rate will then be multiplied by their instruction time plus one half hour prep time per day.

Section 12: The Corporation shall provide a direct deposit payroll program.

Section 13: Pay Dates: 8/20/2020; 9/4/2020; 9/18/2020; 10/5/2020; 10/20/2020; 11/5/2020; 11/20/2020; 12/4/2020; 12/18/2020; 1/5/2021; 1/20/2021; 2/5/2021; 2/19/2021; 3/5/2021; 3/19/2021; 4/5/2021; 4/20/2021; 5/5/2021; 5/20/2021; 6/4/2021\*; 6/18/2021; 7/2/2021; 7/20/2021; 8/5/2021. \*Pay on 6/4/2021 indicates final pay for staff receiving 20 pays.

Section 14: The teachers who work athletic events shall be compensated at the following rates:

\$25.00—Ticket Takers and General Supervision (Home)

\$35.00—Ticket Takers and General Supervision (Away)

\$25.00—Announcers; Scorekeepers; Timers; Ticket Sellers (Home)

\$35.00—Announcers; Scorekeepers; Timers; Ticket Sellers (Away)

Teachers working combined events shall be paid:

\$40.00—Home

\$45.00—Away

Section 15: An elementary classroom teacher with a split grade level assignment will receive an additional \$250.00 per semester.

Section 16: On days when an elementary teacher must travel more than one mile between schools, that elementary teacher should not teach more than eight (8) classes. If the elementary teacher is asked to teach nine (9) classes and agrees to do so, this change would require the written approval of the Superintendent. When this exception is made, the elementary teacher will be paid a stipend of \$500 per semester. The number of class sections was discussed and is included for informational purposes only.

Section 17: For the 2020-2021 school year only, and in addition to their base salary, teachers who teach in the eSACS program will be paid a stipend of \$50 per student per semester for each eSACS student assigned to them. This additional per student stipend will be paid in a lump sum one time per semester. For informational purposes only, funds for this per student stipend are expected to come first from tuition transfer funds from out-of-district eSACS students and then from the Rainy Day fund.

## ARTICLE III

### **PROFESSIONAL GROWTH**

Section 1: Training beyond the Bachelor Degree is not a requirement for employment except in those cases specified by law. Training beyond the Bachelor Degree is encouraged and all teachers are urged to continue their professional growth by participating in professional organizations and by taking additional college work.

Section 2: No training credits will be accepted unless they are obtained in a college or university recognized by the Professional Standards Board or by regional or national accrediting associations.

Section 3: An official transcript or other evidence submitted from the training institution must be presented to the Superintendent to establish entitlement to a change in salary. Documents submitted will remain on file in the Superintendent's office during the teacher's term of service and will be returned to the teacher thereafter, if requested.

## ARTICLE IV

### **401(a) MATCHING ANNUITY PLAN**

The Board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certified employees. The Board shall also maintain a 403(b) Plan (hereinafter referred to as the "403(b) Plan") for all certified employees covered under this collective bargaining agreement. The 403(b) Plan will include provisions for both a pre-tax and post-tax salary reduction contributions which will be matched by equal Board contributions to the 401(a) Plan.

The contributions made by the certified employees and matched dollar for dollar by the Board shall be an amount, which reflects 2.5 percent of the certified employee's base salary (Appendix A).

All certified employees will become fully vested in the 401(a) Plan. The 401(a) Plan shall:

- a. Be subject to all applicable Internal Revenue regulations.
- b. Have no contract initiation fees charged to the employee.
- c. Have no administrative or Plan Document charge to the Board.
- d. Have a vendor selected by a mutual agreement of the parties to this agreement.

## ARTICLE V

### PAID LEAVE OF ABSENCE

**Section 1: Sick Leave.** A teacher shall be credited with ten (10) days sick leave without loss of pay at the beginning of each school year to a maximum of one hundred forty-five (145) days. If a teacher has one hundred forty-five (145) sick days at the beginning of the school year, he/she will be credited with an additional ten (10) days for that school year. All absences caused by personal illness or disability of a teacher shall be debited against such leave. Teachers shall be credited with accumulated sick days from other school corporations at the rate of three (3) per year for the first five (5) years of employment with Southwest Allen County Schools. Beginning with the sixth (6<sup>th</sup>) year, ten (10) days will be transferred up to a maximum of one hundred forty-five (145) days until the accumulated days to which the teacher was entitled in his/her last employment are exhausted. The transfer of sick days is retroactive for teachers based upon their hire date.

- a. Unused annual sick leave shall accumulate to not more than one hundred and forty-five (145).
- b. Sick leave accumulated by a teacher prior to a leave of absence of not more than one (1) year shall be credited to that teacher upon return to school duties.
- c. Except as provided for in Section 2 of this Article, the Board may require a teacher to provide a medical certificate of illness or disability when sick leave extends to five (5) or more continuous days.

### **Section 2: Family Leave.**

- a. Immediate family shall be interpreted as spouse, children, sister, brother, mother, father, grandparents, grandchildren, aunt, uncle, niece, nephew or step and in-law relations herein described; or any other person living in the same household, no matter what degree of relationship.
- b. Up to a maximum of thirteen (13) days each year of a teacher's accumulated sick leave days can be used for family illness (however, additional accumulated sick days may be used by the teacher to attend to an illness while the family member is in a life-threatening condition), if the following condition is met:

Documentation may be required from a registered physician/practitioner indicating the need for the teacher's presence and care for that member of the immediate family in this illness.

- c. Within the thirteen (13) days permitted in b. above, a teacher may use sick leave days for the birth of a child to the teacher's wife and for the adoption of a child. Days used for adoption may include court days.

**Section 3: Anticipated Temporary Disability.** Whenever sick leave is to be taken for hospitalization planned in advance of a teacher's absence, and/or convalescence and recuperation from a physical disability, the teacher's attending physician must certify the cause of disability and the period the teacher is unable to work because of that disability.

- a. Pregnancy, miscarriage, termination of pregnancy, childbirth and recovery therefrom, which cause or contribute to disabilities, shall be treated as set forth in Article VI, Section 5 of this Agreement. Accumulated sick leave shall be available to a teacher during periods of such disability.
- b. Disability leave beyond any accumulated sick leave shall be available, without pay and consistent with State law, for such reasonable further period of time as an employee is determined by an attending physician to be disabled from performing school duties because of a temporary physical disability.
- c. Upon a teacher's return from anticipated disability leave, every effort will be made to restore that teacher to the same or comparable position held before leave. When this is not possible in the Board's judgement, the returning teacher shall be offered a position for which the teacher is qualified.

**Section 4: Personal Leave.**

A teacher shall be granted two (2) days of personal leave. Upon the signing of the teacher's sixth contract, the teacher shall be granted three (3) days of personal leave without loss of pay during the school year. Personal leave days shall be taken in one-half day or full day units, subject to the following conditions:

Notification of personal leave shall be made at least two (2) school days prior to such leave, except in cases of demonstrable emergency, provided that in the case of personal leave taken the day before or the day after a holiday or vacation, notification shall be made before the fifth (5<sup>th</sup>) school day preceding the personal leave day.

Personal leave shall not be used for personal illness or disability of the teacher.

Personal leave days will accumulate to a maximum of five. At the beginning of the school year, any unused personal leave days beyond five will be accumulated as unused sick leave to a maximum of one hundred forty-five (145) days. Teachers with the maximum of 145 sick days shall have two (2) unused sick days above 145 accumulate as personal days allotting five (5) personal days in each school year.

**Section 5: Bereavement Leave.** In case of death(s) within the immediate family, the teacher shall be provided with a leave of five (5) school days and shall receive full compensation for such leave. Immediate family shall be interpreted as in Section 2a. of this Article. If more than one death in the immediate family shall occur, five (5) full school days shall be granted for each.

If a teacher needs additional time, such teacher may make a request through the Superintendent to the Board, which may grant an extension of leave without pay. During the regular school year, one (1) day of leave without loss of pay shall be granted to attend the funeral of friends or other relatives not included in this section. A maximum of two (2) days may be used for such leaves each school year.

**Section 6: Professional Leave.** Teachers may be authorized to be absent without loss of compensation for the purpose of attending professional conferences and workshops that are directly related to their regular school assignments. Teachers may be requested by the building principal to summarize and share the professional activity with others. In connection with such leave:

- a. Teachers shall submit requests to the building administrator fifteen (15) calendar days prior to the beginning of leave.
- b. Teachers will be reimbursed for:
  - 1) Food – Itemized receipts up to:

Breakfast	\$10	Breakfast & Lunch	\$25
Lunch	\$15	Lunch & Dinner	\$35
Dinner	\$20	Breakfast & Dinner	\$30
		Breakfast, Lunch & Dinner	\$45

- 2) Lodging – \$150.00 per day maximum.
  - 3) Mileage – IRS recommended rate for conferences held twenty (20) or more miles from the school district. There shall be no reimbursements for travel within a twenty (20) mile radius of the school district.
  - 4) Airfare – Subject to the approval of the building administrator and the Assistant Superintendent prior to taking the leave, and provided that air travel be deemed by those persons to be the most reasonable and appropriate method of transportation. First-class air accommodations are in no circumstances the most reasonable and appropriate method of transportation.
  - 5) Registration – Total fees, except when there is an additional fee for credit given.
- c. Itemized receipts must be submitted with all claims for reimbursement, which in no case shall exceed the actual cost of food, transportation, lodging and registration.
  - d. Reimbursements for meetings are subject to a maximum established by the Board and will be determined at the time of leave application, and will be considered upon availability of Board funds and the nature of the meetings requested. The maximum reimbursement available for teachers contracted for less than a full contract shall be prorated at the same percentage as the teacher’s contract.
  - e. A teacher normally shall be limited to one paid professional leave per school year. Professional leave of any kind shall generally not exceed five (5) days. Thereafter, a written rationale justifying the professional leave shall be submitted by the building principal. No request for leave in excess of five (5) allotted days per year shall be approved without a written rationale from the building principal. The Board may grant

leave without pay or reimbursement of expenses when, in its judgement, such leave is justifiable. In the case of a teacher serving as an officer or a member of the Board of Directors of the state or national professional organization directly related to his/her subject area assignment, the teacher should submit a list of meeting dates to the building principal and Assistant Superintendent for approval on or before September 15.

- f. Teachers may participate in meetings and conferences that are directly related to their extra-curricular assignments, but Board expenses for such teacher leaves will be limited to employment of a substitute.
- g. The District may request a teacher's participation in a professional activity (district initiated leave) related to:
  - 1) Curriculum or program development;
  - 2) Special corporation or building goals;
  - 3) A need identified in the teacher's performance evaluation; and
  - 4) Conferences related to co-curricular activities.

Preapproved expenses for district initiated leaves shall be paid in full. Teachers participating in district initiated leaves may be required to submit a Conference Request to the building principal and Assistant Superintendent summarizing the professional activity.

- h. Procedures for Reimbursement:
  - 1) For teacher requested leaves the teacher shall be responsible for making all arrangements and payments for registration, travel and lodging. For district initiated leaves it may be more expedient for arrangements to be made by central office; and
  - 2) In order to receive reimbursement, the teacher shall complete a claim form, including receipts, and turn them in to the central office ten (10) working days prior to the next regularly scheduled Board meeting. Claims must be made within thirty (30) days after the conference. The teacher shall receive approved reimbursement within seven (7) days after the claim is approved by the Board.

**Section 7: Sabbatical Leave.** To provide opportunities for professional development and improvement, sabbatical leave shall be available to teachers for formal full-time study or research, or for educational travel. Sabbatical leave shall be granted in accordance with the following:

- a. Eligibility—An applicant must possess an Indiana teaching certificate and must have accrued seven (7) consecutive full years of teaching service in the School Corporation, and shall not have received a prior sabbatical leave during the seven (7) years immediately preceding any application.
- b. Application—Application shall be made to the Superintendent for sabbatical leave one (1) year in advance of the requested beginning of such leave. The application shall be accompanied by plans for the use of the sabbatical leave, evidence that the applicant has been accepted into college or university, and an exposition that the plan is potential for increasing the applicant's professional competence, and such other information as may be appropriate or requested by the Board.

- c. Selection—Upon recommendation by the Superintendent, the Board may grant leave to as many candidates eligible, but in no case shall the number exceed two percent (2%) of the teachers in the School Corporation at the time such leaves are granted.
- d. Compensation—While on sabbatical leave, a teacher shall receive a stipend equal to one-half (1/2) of the scheduled salary in effect at the time such leave was granted. After satisfactory completion of the leave, the stipend shall be paid on a pro-rated basis over the next contract year as an addition to the teacher's regular salary. A teacher shall be entitled to all fringe benefits while on sabbatical leave, as provided for in this Agreement.
- e. General Provisions—A teacher on sabbatical leave may not deviate from the approved plan except with the written permission of the Superintendent. Sabbatical leave will be terminated automatically should the teacher be placed on probationary academic status by the college or university. Any falsification of information by the teacher in application or other reports required as part of this Article may subject the leave to termination by the Board. Upon return from sabbatical leave, the teacher shall be restored to the same or comparable position occupied prior to the leave. Sabbatical leave may not exceed one (1) full year, but may, at Board's option, be granted for less than a full year. Sick leave credits shall not be granted for the period of leave.

**Section 8: Jury Duty.** Teachers serving as jurors shall be compensated for the difference in their daily rate of pay from the School District and the amount received for jury service from the Court. A statement from the Clerk stating the amount received shall be submitted by the teacher to the Superintendent.

**Section 9: Summer School Leave Day.** Teachers on a regular contract with the School Corporation will have one non-accumulative sick or personal leave day for each summer session of fifteen (15) or more days. If the teacher's leave day is taken as a personal day, notification of personal leave shall be made at least two (2) days prior to such leave, except in cases of demonstrable emergency, provided that in the case of personal leave taken the day before or after a holiday, notification shall be made before the fifth (5<sup>th</sup>) school day preceding the personal leave day. Bereavement days apply to summer school for death in the immediate family, as family is defined in Section 2(a) of Article V.

**Section 10: Fellowship Leave.** To provide opportunities for professional development and improvement, fellowship leave shall be available to teachers for study research or educational travel. Fellowship leave shall be granted in accordance with the following:

- a. Eligibility—A fellowship leave requires a grant of financial aid from an outside non-profit organization. An applicant must possess and Indiana teaching certificate and must have accrued seven (7) consecutive full years of teaching service in the school corporation.
- b. Application—Presentation shall be made to the Superintendent for fellowship leave prior to the application to the granting organization. The presentation shall be accompanied by plans for the use of the leave, evidence that the application is eligible for the fellowship, and an exposition that the plan has potential for increasing the applicant's professional competence, and such other information as may be appropriate or requested by the Board.

- c. Selection—Upon recommendation by the Superintendent, the Board will consider granting leave to a candidate that has been awarded a fellowship from a granting organization.
- d. Compensation—The teacher shall continue to receive salary for the approved leave, all fringe benefits as provided for in this agreement, and will be advanced on the salary range. In the event the fellowship requires the teacher to be away from school, the teacher or granting organization will be responsible to reimburse the school corporation for the cost of the replacement teacher.
- e. General Provisions—A teacher on fellowship leave may not deviate from the approved plan except with the written permission of the Superintendent. Fellowship leave will be terminated automatically should the teacher fail to complete the fellowship. Any falsification of information by the teacher in application or other reports required as part of this Article may subject the leave to termination by the Board. A fellowship leave may not exceed one (1) full year.

Section 11: Association Days. The Association shall be granted a total of five (5) days annually without loss of compensation or benefits by use of the Association president, or the president's designee(s) to perform the work of the Association.

## ARTICLE VI

### UNPAID LEAVES OF ABSENCE

Section 1: A teacher may be granted a year's leave of absence without pay for education, travel, child rearing, or personal reasons. A teacher returning from such leave shall have all accrued benefits restored and will have performance in their last year worked applied to the returning year's compensation model. By May 1 of the year of the leave, teachers must inform the principal of their intention to return or resign from their position for the following school year.

Section 2: Any teacher may be granted a leave of absence without pay for periods of less than one (1) school year when justifiable reasons exist. In case of adoption, a teacher shall be granted an adoptive leave commencing when the child is physically turned over to the teacher-parent. In granting such leaves, the Board may attach conditions to include, but not limited to, earliest and latest date of return, and teaching position to which the teacher can expect to be assigned. Leave may be extended one (1) succeeding school year if the teacher submits a written request to the building administrator or immediate supervisor prior to May 1 of the school year and upon approval by the Board.

Section 3: Any leave of absence will be granted with the understanding that it is a leave of absence from the School Corporation and not from a particular position. Upon a teacher's return from leave, every effort will be made to restore that teacher to the same or comparable position held before the leave. When this is not possible in the Board's judgment, the returning teacher shall be offered a position for which the teacher is qualified.

Section 4: A teacher who is granted an unpaid leave of absence during the regular school year shall have sick leave credits for that year reduced by one (1) day for each month, or portion thereof, of absence.

Section 5: The procedure for applying for an unpaid leave of absence under this Article shall be as follows:

- a. The request for leave must be submitted in writing to the building administrator or immediate supervisor prior to July 1 of the year requested for a leave under Section 1 and at least thirty (30) days prior to the starting date of the leave, for leave under Section 2. The building administrator or immediate supervisor, within five (5) calendar days, shall approve or deny the request and notify the teacher. Whether approved or denied, the building administrator or immediate supervisor shall promptly forward a copy of the request, with noted approval or denial, to the Director of Human Resources. If the building administrator or immediate supervisor has not acted within the five (5) day timeline, the request shall move to the Director of Human Resources.
- b. If the request has been denied by the building administrator or immediate supervisor, the teacher may submit a letter of reconsideration, no later than five (5) days after receiving notification of the denial, to the Director of Human Resources who shall reconsider the request for the reasons stated in the request and the letter and after consultation with the building administrator or immediate supervisor. The Director of Human Resources shall approve or deny the request.

- c. If the request is approved by the building administrator or immediate supervisor and by the Director of Human Resources, the request shall be forwarded to the Board for its approval or denial.
- d. If the request is denied by the Director of Human Resources, the teacher may request, in writing and received by the Director of Human Resources within five (5) days of the denial, that the Director of Human Resources forward to the Board all materials relating to the request for its reconsideration. The Board, at the next regularly scheduled meeting, shall consider the request and shall take action on it.
- e. The decision of the Board shall be final.

Section 6: Any eligible employee, as defined in the Family Medical Leave Act of 1993, is entitled to unpaid leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) as that law now exists, is amended, or is interpreted in the future.

The Board and SACTA agree that the Board shall grant any eligible employee, as defined in the FMLA, a total of twelve (12) work weeks unpaid leave in accordance with the FMLA as that law now exists, is amended, or is interpreted in the future. In so agreeing, the Board does not waive and expressly reserves any discretion granted to it under the law relative to conditions associated with, or that may be placed upon such leave to the extent permitted by federal and state law.

## ARTICLE VII

### SICK LEAVE BANK

Section 1: The Board will recognize a Sick Leave Bank to be administered by the Association pursuant to the limitations specified below.

Section 2: Within thirty (30) school days after the beginning of the school year, any teacher may elect to donate one (1) day of his/her annual sick leave credit to the Sick Leave Bank. No teacher can donate more than one sick day to the Sick Leave Bank except as permitted in Section 4 of this Article. A teacher's election shall be irrevocable. New teacher donation of sick leave to the Sick Leave Bank is covered in sick leave bank policy.

Section 3: Any teacher who has used up his/her sick leave and who is absent from work a further three (3) school days because of personal illness or physical disability, and who is not receiving any public funds or benefits derived from public funds as partial or full compensation shall be eligible to apply for sick leave bank credits. The Association's Sick Leave Bank Committee shall have the full responsibility in granting, denying, or suspending grants of sick leave days from the bank, provided, however, the Board shall refuse sick leave payments if it determines that a grantee becomes ineligible as a results of the stated limitations. If approved, the committee may grant the requested days, including the retroactive pay for the initial three (3) days missed prior to application.

Section 4: Administrative provisions to implement this Article shall be mutually agreed to between the Board and the Association. Should the number of days in the Sick Leave Bank fall below one hundred fifty (150) days, the Sick Leave Bank Committee may request one (1) additional day from each teacher.

Section 5: All requests for payment to individuals from the Sick Leave Bank shall be substantiated by a statement from the medical doctor involved.

Section 6: The Sick Leave Bank chairperson may meet with the administration to verify the number of days used from the Sick Leave Bank at the end of each semester.

## ARTICLE VIII

### GRIEVANCE

**Section 1: Intent.** The grievance procedure is designed to provide a means by which a teacher may seek redress through meetings with members of the Administration and School Board, so as to maintain harmonious relationships and achieve solutions to individual problems.

**Section 2: Definition.**

- a. A grievance is a claim by one or more teachers, or the Association, that a clause, provision, or article of this Agreement has been violated or misapplied in such a way as to personally and adversely affect the teacher or group of teachers.
- b. A grievant is any certificated individual(s) in the bargaining unit. A grievant may be the Association in the event the grievance affects an identifiable class or group of certificated individuals.
- c. Working days as used in this Article refer to any day on which the Central Administration office of the Metropolitan School District of Southwest Allen County are open for business, as follows:
  - 1) School days during the school year, except for those days on which no school is held due to the weather;
  - 2) When the Central Administration office is open for business during the summer.

**Section 3: Procedural Steps.** The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of both parties.

Any alleged grievance shall be presented within ten (10) working days of the time in which the teacher had knowledge of or should have had knowledge of the event giving rise to the grievance. The following procedures will be used to process a grievance if such a grievance is not resolved following an informal meeting between the immediate supervisor or his/her designee and the grievant, either alone or at his prerogative, accompanied by a representative of the Association.

**STEP ONE:**

The grievant shall submit a complete Grievance Form, obtained from the Association or the building principal, within (5) working days after the informal meeting to the building principal and a copy to the Association if the grievant so desires. This form shall be complete and specifically set forth the nature of the grievance and relief being sought.

The building principal will thereafter meet with the grievant, either alone or at his prerogative, accompanied by the Association representative, in an effort to resolve the grievance and will render his/her disposition of the grievance within five (5) working days by completing the Grievance Form and returning it to the grievant.

If the grievant does not proceed to Step Two within five (5) working days after the principal has rendered his opinion, the grievance shall be considered resolved.

#### STEP TWO:

If the grievant is not satisfied with the disposition of Step One, or if the time limits were not met by the principal, the grievant, either alone or at his prerogative, accompanied by the Association representative shall complete the second step of the Grievance Form and submit a copy to the Superintendent within five (5) working days. Within five (5) working days the Superintendent and/or his/her representative shall meet with the grievant, either alone or at his/her prerogative, with an Association representative and indicate in writing on the prescribed Grievance Form his/her deposition of the grievance. The form is to be forwarded to the grievant within five (5) working days to notify the grievant of the deposition of said grievance.

If the grievant does not proceed with Step Three within five (5) working days after receiving the disposition, the grievance shall be considered resolved.

#### STEP THREE:

Board Hearing: Within ten (10) working days the Board shall conduct a hearing on the appeal unless extended due to scheduling conflicts not to exceed ten (10) additional working days. The Board's decision shall be given in writing to the grievant and the Superintendent not later than ten (10) working days after the conclusion of the Board's hearing, and shall be binding on all parties.

Section 4: No teacher shall be disciplined or reduced in rank or compensation or deprived of a professional advantage as a form or reprisal for utilizing this procedure as it is intended to be used by parties.

## **ARTICLE IX**

### **INSURANCE**

Section 1: The insurance program specifications for this Article shall be negotiated by the Association and the School Board or the School Board's representatives. Eligible employees will be provided annual plan options. Master copies of the specifications will be kept by the Board and the Association. These specifications will be in effect for the length of this agreement, and any increase in premium during this agreement will be shared by the teacher and the Board, as provided in Section 2.

Section 2: An eligible contracted teacher is eligible to receive in each calendar year, hospital and major medical insurance coverage and vision plan carried through the M.S.D. of Southwest Allen County. The Board shall pay eighty-three percent (83%) of the premium per year for a single or family plan for any teacher contracted for fifty percent (50%) or more of the time. The Board shall pay forty-two percent (42%) of the premium per year for a single or family plan for any teacher contracted for less than fifty percent (50%) of the time. In the event both husband and wife are eligible for such coverage, they may take individual single plans or one family plan.

The insurance program set forth under this Article shall also include a dental and vision plan, the specifications of which have been negotiated between the Board and SACTA. A contracted teacher is eligible to receive dental coverage. The Board shall pay eighty-three percent (83%) of the premium per year for a single or family plan for any teacher contracted for fifty percent (50%) or more of the time. The Board shall pay forty-two percent (42%) of the premium per year for a single or family plan for any teacher contracted for less than fifty percent (50%) of the time.

Section 3: The Board shall pay all but \$1.00 toward the premium of a \$50,000 term life insurance policy for all contracted teachers.

Section 4: The M.S.D. of Southwest Allen County shall pay the lesser of \$7.50 or the actual premium per teacher month toward the premium of a Long-Term Disability insurance policy.

Section 5: Any covered teacher who is on an unpaid leave of absence or who leaves the employment of the Corporation may be eligible for continuation of health insurance coverage at the teacher's expense in accordance with COBRA. The Corporation will provide to the teacher a written statement of his/her rights under the law.

Section 6: A retiring teacher may continue coverage under the School Corporation's group health insurance plan at the teacher's expense in accordance with I.C. 5-10-8-2.6 providing the teacher gives the required notice within ninety (90) days after retirement. The Corporation will provide to the teacher a written statement of his/her rights under the law.

Section 7: The Board will make available Section 125 benefits to all teachers. The Board will pay necessary start-up fees, and each teacher will be responsible for administration fees associated with his/her benefits.

**ARTICLE XI**

**TERM OF THIS AGREEMENT**

This Agreement shall continue in effect through June 30, 2021. No provision of this Agreement, separately or in the entirety, shall be extended orally or through any means except by mutual consent and through as written instrument signed by both parties. The Board and the Association shall take such actions as may be required to give full effect to this Agreement, in part and in whole.

This Agreement is made and entered into in Allen County, Indiana, on the 11<sup>th</sup> day of November 2020, by and between the Board of School Trustees of the Metropolitan School District of Southwest Allen County and the Southwest Allen County Teachers Association, both of Allen County, Indiana, and so attested to by the duly authorized signatures below.

BOARD OF SCHOOL TRUSTEES  
METROPOLITAN SCHOOL DISTRICT  
OF SOUTHWEST ALLEN COUNTY

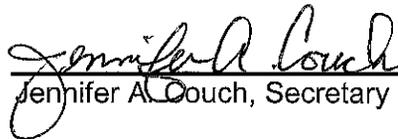


Thomas F. Rhoades, President

SOUTHWEST ALLEN COUNTY  
TEACHERS ASSOCIATION



Association President



Jennifer A. Couch, Secretary



Association Negotiations Chair

**TEACHER BASE SALARY RANGE  
2020-2021  
APPENDIX A**

Teacher Base Salary Range for the 2020-2021 school year: \$41,000 to \$75,500

**EXTRA CURRICULAR SCHEDULE  
2020-2021  
APPENDIX B**

<b>Base Pay =</b>					<b>\$45,900</b>
<b>MEN'S ATHLETICS</b>					
<b>Activity</b>	<b>Position</b>	<b>No.</b>	<b>Index</b>	<b>Stipend</b>	
<b>Baseball</b>	Head	1	0.1045	\$4,799	
	Asst.	2	0.0727	\$3,338	
	9th	1	0.0727	\$3,338	
<b>Basketball</b>	Head	1	0.1783	\$8,183	
	Asst.	2	0.0895	\$4,106	
	9th	1	0.0895	\$4,106	
	8th	2	0.0575	\$2,637	
	7th	2	0.0575	\$2,637	
<b>Cross Country</b>	Head	1	0.1045	\$4,799	
	Asst.	1	0.0727	\$3,338	
	Mid	2	0.0345	\$1,581	
<b>Football</b>	Head	1	0.1783	\$8,183	
	Asst.	5	0.0895	\$4,106	
	9th H	1	0.0895	\$4,106	
	9th A	1	0.0727	\$3,338	
	8th	4	0.0575	\$2,637	
	7th	4	0.0575	\$2,637	
<b>Golf</b>	Head	1	0.1045	\$4,799	
<b>Soccer</b>	Head	1	0.1045	\$4,799	
	Asst.	2	0.0727	\$3,338	
	Mid	2	0.0421	\$1,932	
<b>Swimming</b>	Head	1	0.1045	\$4,799	
	Asst./Dive	1	0.0895	\$4,106	
	Asst.	1	0.0727	\$3,338	
	Mid	2	0.0421	\$1,932	
	Mid/Dive	2	0.0292	\$1,339	
<b>Tennis</b>	Head	1	0.1045	\$4,799	
	Asst.	1	0.0727	\$3,338	
<b>Track</b>	Head	1	0.1045	\$4,799	
	Asst.	4	0.0727	\$3,338	
	Mid	4	0.0421	\$1,932	
<b>Wrestling</b>	Head	1	0.1045	\$4,799	
	Asst.	2	0.0727	\$3,338	
	Mid	4	0.0421	\$1,932	

**EXTRA CURRICULAR SCHEDULE  
2020-2021  
APPENDIX B**

<b>WOMEN'S ATHLETICS</b>					
<b>Activity</b>	<b>Position</b>	<b>No.</b>	<b>Index</b>	<b>Stipend</b>	
<b>Basketball</b>	Head	1	0.1783	\$8,183	
	Asst.	2	0.0895	\$4,106	
	9th	1	0.0895	\$4,106	
	8th	2	0.0575	\$2,637	
	7th	2	0.0575	\$2,637	
<b>Cross Country</b>	Head	1	0.1045	\$4,799	
	Asst.	1	0.0727	\$3,338	
	Mid	2	0.0345	\$1,581	
<b>Golf</b>	Head	1	0.1045	\$4,799	
<b>Gymnastics</b>	Head	1	0.1045	\$4,799	
	Asst.	1	0.0727	\$3,338	
<b>Soccer</b>	Head	1	0.1045	\$4,799	
	Res.	1	0.0727	\$3,338	
	Mid	2	0.0421	\$1,932	
<b>Softball</b>	Head	1	0.1045	\$4,799	
	Asst.	2	0.0727	\$3,338	
<b>Swim</b>	Head	1	0.1045	\$4,799	
	Mid.	2	0.0421	\$1,932	
<b>Tennis</b>	Head	1	0.1045	\$4,799	
	Asst.	1	0.0727	\$3,338	
<b>Track</b>	Head	1	0.1045	\$4,799	
	Asst.	4	0.0727	\$3,338	
	8th	2	0.0421	\$1,932	
	7th	2	0.0421	\$1,932	
<b>Volleyball</b>	Head	1	0.1045	\$4,799	
	Asst.	1	0.0727	\$3,338	
	9th	1	0.0727	\$3,338	
	8th	2	0.0421	\$1,932	
	7th	2	0.0421	\$1,932	
<b>General Athletics</b>					
Athletic Super	HHS	1	0.1045	\$4,799	
Unified Sports	HHS	3	0.0727	\$3,338	
Intra. Coord.		1	0.0393	\$1,803	
Intra. Director				(Per Hour)	

**EXTRA CURRICULAR SCHEDULE  
2020-2021  
APPENDIX B**

<b>STUDENT ACTIVITIES</b>					
<b>Activity</b>	<b>Position</b>	<b>No.</b>	<b>Index</b>	<b>Stipend</b>	
<b>Band</b>	Dir.	1	0.1783	\$8,183	
	Assoc.	1	0.1111	\$5,099	
	Asst.	1	0.0895	\$4,106	
	Mid	2	0.0440	\$2,020	
<b>Jazz Band Director</b>	Dir.	1	0.0520	\$2,387	
<b>Major/Flag</b>	HHS	1	0.0297	\$1,364	
<b>Fall Guard</b>	HHS	1	0.0297	\$1,364	
<b>Winter Guard</b>	HHS	1	0.0297	\$1,364	
<b>Dance Line</b>	Dir.	1	0.0818	\$3,755	
	Asst.	1	0.0545	\$2,504	
	Mid	2	0.0105	\$484	
<b>Orchestra</b>	Dir.	1	0.0520	\$2,387	
	Mid	2	0.0440	\$2,020	
	Pit	1	0.0520	\$2,387	
<b>Choir</b>	Dir.	2	0.1364	\$6,259	
	Mid Show	1	0.0682	\$3,130	
	Mid	2	0.0440	\$2,020	
	Elem	6	0.0440	\$2,020	
<b>Vocal Director</b>	HHS	1	0.0520	\$2,387	
<b>Class Sponsor</b>	Sr.	2	0.0201	\$922	
	Jr.	2	0.0201	\$922	
	Soph.	2	0.0105	\$484	
	Fr.	2	0.0105	\$484	
<b>Cheerleader</b>	Head	1	0.0727	\$3,338	
	Asst.	2	0.0440	\$2,020	
	Mid	2	0.0474	\$2,174	
<b>Drama</b>	Dir.	1	0.1364	\$6,259	
	Asst.	1	0.0895	\$4,106	
	Mid	2	0.0438	\$2,011	
	Elem	6	0.0438	\$2,011	
<b>Speech</b>	Head/Asst.	1	0.0895	\$4,106	
	Head/Asst.	1	0.0440	\$2,020	
<b>Robotics</b>	HHS	2	0.0440	\$2,020	
<b>eKart</b>	HHS	1	0.0297	\$1,363	
<b>Rube Goldberg</b>	HHS	1	0.0297	\$1,363	
<b>Eco Club</b>	HHS	2	0.0440	\$2,020	
<b>Newspaper</b>	HHS	1	0.0895	\$4,106	
	Asst.	1	0.0545	\$2,504	
	Mid	1	0.0364	\$1,669	
<b>Yearbook</b>	HHS	1	0.0895	\$4,106	
	Asst.	1	0.0545	\$2,504	
	Mid	1	0.0364	\$1,669	
	Elem	6	0.0105	\$484	

**EXTRA CURRICULAR SCHEDULE  
2020-2021  
APPENDIX B**

<b>STUDENT ACTIVITIES</b>					
<b>Activity</b>	<b>Position</b>	<b>No.</b>	<b>Index</b>	<b>Stipend</b>	
<b>Academic Competition</b>	HHS	11	0.0297	\$1,364	
	Mid	12	0.0154	\$705	
<b>Media Fair</b>		9	0.0154	\$705	
<b>Geography Bee</b>	Mid	2	0.0105	\$484	
<b>Student Counsel Sponsor</b>	HHS	1	0.0895	\$4,106	
	Mid	4	0.0296	\$1,360	
	Elem	5	0.0105	\$484	
<b>Skills/Adolescence</b>	Mid	6	0.0105	\$484	
<b>Radio Supervisor</b>	HHS	1	0.0895	\$4,106	
<b>TV Supervisor</b>	HHS	1	0.0895	\$4,106	
<b>Media Production</b>	HHS	1	0.0895	\$4,106	
<b>ALPHA Mentorship</b>	HHS	1	0.0619	\$2,839	
<b>Auditorium Supervisor</b>	HHS	1	0.0497	\$2,282	
<b>DECA Coordinator</b>	HHS	1	0.0273	\$1,252	
<b>Homework Cl.</b>	Elem	5	0.0154	\$705	
<b>Club Sponsor</b>	Various	17	0.0105	\$484	
<b>Safety Patrol</b>	Elem	1	0.0135	\$618	
<b>Science Fair</b>	Various	9	0.0154	\$705	
<b>Young Authors</b>	Elem	6	0.0105	\$484	
<b>Guidance</b>	HHS	5	0.0105	\$484	
<b>Key Club</b>	HHS	1	0.0440	\$2,020	
<b>Junior Classical League</b>	HHS	1	0.0440	\$2,020	
<b>Advisor/Coordinator</b>	Mid	6	0.0201	\$922	
<b>Area Coordinator/Department Chair</b>		13	0.0489	\$2,245	
<b>FTE*</b>		135	0.0045	\$209	
<b>Woodside &amp; Summit Team Leader</b>		4	0.06185	\$2,839	
<b>Department Coordinator</b>		4	0.03093	\$1,420	
<b>Department Chair</b>		4	0.03093	\$1,420	
<b>Area Coordinator</b>		4	0.06185	\$2,839	
<b>Drivers Education (2020-2021)</b>	0-2 Years = \$29.78		3+ Years = \$32.76		
* Based on actual FTE for each department.					
** Swim Assistant/Dive Assistant is for both Men's and Women's Swim team at HHS.					
*** Auditorium Supervisor stipend paid when position holder has full teaching load.					
**** The number of extra-curricular positions is not bargained.					
Seasonally Paid Extra Curricular Duties Include:					
	Baseball		Science Fair	Volleyball	
	Basketball		Soccer	Wrestling	
	Cross County		Softball	Young Authors	
	Football		Swimming		
	Golf		Tennis		
	Gymnastics		Track		
and shall be paid on the appropriate pay date after completion of the season or event.					

## APPENDIX C

### COMPENSATION MODEL DESCRIPTION

Teacher compensation will be based upon performance with teachers earning units for specific performance during the preceding year in the following two defined categories:

1. Teacher evaluation (added to base)

Teacher who scores in the top two categories (Highly Effective or Effective) on the teacher evaluation instrument = 6 units.

2. Education (added to base)

One (1) unit per three (3) hours up to and including nine (9) hours (maximum three (3) units), during the previous year of accredited college coursework toward a Master's Degree or other Advanced Degree in any content area (as defined by the IDOE) beyond the requirements for employment in which the teacher currently teaches or any content area approved by the Superintendent,

or

Three (3) units for attaining a Master's Degree or other Advanced Degree in any content area (as defined by the IDOE) beyond the requirements for employment in which the teacher currently teaches or any content area approved by the Superintendent.

Teachers who are evaluated as Needs Improvement or Ineffective (bottom two categories in the state adopted evaluation model) are not eligible to receive any salary increase or stipend, which monies will be redistributed to the other teachers.

Fifty percent (50%) of the new revenue in a school year ("Available New Revenue") plus, (1) the net change between the salaries of teachers who leave SACS on or before August 3, 2020, vs the salaries of new teachers hired by August 3, 2020, and, (2) stipend payments made the prior year, shall constitute the monies for teacher pay increases. The total units earned across the District shall then be divided into the monies for teacher pay increase to obtain a Per Unit Value. Each teacher's pay increase shall be calculated by multiplying the number of units that teacher earned during the preceding school year by the Per Unit Value. Earned units shall have no other value than the increase in pay in the subsequent contract. Dollars associated with units earned by teachers toward their base salary exceeding the top end of the range shall be redistributed to teachers whose base salary is less than the top of the range. The value of stipend units earned will be paid to all teachers regardless of their base salary.

Calculation for 2020-2021:	Estimated New Revenue for 2020-2021:	\$1,199,355
	At 50%	599,677
	Staff Changes	54,741
	Teachers below Base Salary	-----
	Comp Model Adjustment Stipend	36,589
	Retainage for Effective Teachers	(7,500)
	Virtual Students	(52,927)
	Total Funds	630,580
	Total Units earned across SACS	2,670
	Value of each Unit (rounded)	237

Additionally, 50% of any actual 2020-2021 Total Basic Grant funding compared to the estimated 2020-2021 Total Basic Grant detailed above, shall be paid to eligible teachers, as defined above, as an equally-divided stipend no later than May 26, 2021. In addition, this amount shall be carried forward as a one-time increase adjustment for the subsequent year compensation model for the purpose of affecting teacher base salaries.

If Total Compensation Model Dollars is a negative number, the teacher share of the necessary salary reduction shall be apportioned by the number of compensation model units earned, applied inversely (i.e. more units earned equals less salary reduction), among the teachers. Teachers at the top of the scale with evaluations of effective or highly effective would lose 2 units rather than 4.

This concludes the bargaining of available new revenue from fiscal year 2020-2021.