2021-2023

Contract Between the

Board of the Greene-Sullivan Special Education Cooperative

and the

Greene-Sullivan Special Education Association

Table of
Contents

	Page
Preamble	
Article I - Recognition	3
Article II - Definitions	3
Article III - Effect of Agreement	3
Article IV - Leaves	4
Article V - Compensation	6
Article VI - Fringe Benefits	7
Article VII - Severance and Retirement Pay	9
Article VIII - Grievance Procedure	14
Article IX - Rehiring Retired Teachers	15
Article IX - Term of Agreement	16
Appendix A-1 - Salary Table	17
Appendix A-2 - Compensation Model	18
Appendix A-3 - Salary For Extended Contracts	20
Appendix B - Grievance Form	21
Appendix C - Pay Date Schedule	22

This Agreement is ratified by the association this 5th day of November 2021, and by the Board this 12th day of November, 2021 and is agreed by and between the Executive Board of the Greene-Sullivan Special Education Cooperative, hereinafter called the "Board", and the Greene- Sullivan Special Education Association, hereinafter called the "Association".

Article I
Recognition

The Board recognizes the Greene-Sullivan Special Education Association as the exclusive representative and bargaining agent for ail certificated employees excluding the Director of the Cooperative, Special Education Coordinator, and substitutes who are not under contract.

Article II
Definitions

As used in this Contract:

A. "Board" means the Executive Board of the Greene-Sullivan Special Education Cooperative.

B. "Association" means the Greene-Sullivan Special Education Association.

C. "School Corporation" means the Greene-Sullivan Special Education Cooperative of the State of Indiana.

D "Certificated Employee" means a school employee as defined by Indiana Code 20-29-2-4.

E. The terms "Board" and "Association" include authorized officers, representatives and agents.

F. "Parties" when used in this agreement shall refer to the Board and Association.

Article III
Effect of Agreement

A. This contract shall supersede the previous contract, and any rules, regulations, policies or practices of the Board and the Association which would be contradictory or inconsistent with the terms of this contract.

B. Any amendment to this contract shall not be effective unless it is executed in writing by each of the parties and ratified.

C. Any individual contract between the Board and any individual teachers shall be expressly subject to the terms and conditions of this contract or successor contracts.

D. In the event any provision of this contract is declared to be unlawful, then such provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

Article IV
Leaves

A. Sick Leave

Each teacher shall be entitled to a total of fourteen (14) sick leave days per school year to be used in case of personal illness. A teacher may use up to fifteen (15) days per school year from his/her sick leave accumulation for family illness without loss of compensation. Family illness may be used for the illness of a parent, spouse, child, sibling, grandchild, or similar relationship established by marriage.

Any unused sick or personal leave days shall be accumulated to a total of one hundred fifty (150) days. At the end of the 2007-08 school year, and annually thereafter, the board will buy all unused sick leave days above one hundred fifty (150) days at the rate of sixty-two dollars ($62.00) per day. This money shall be deposited no later than July 15th into an individual 403(b) account which has been established by the board for each teacher. This 403(b) account shall be administered by a carrier mutually agreed to by the Board and the Association. Said 403(b) shall be 100% vested upon deposit. Teachers may request and receive statement their leave days, reflecting the bought back unused sick leave days above one hundred fifty (150) days and the amounts deposited as a result.

Teachers shall be given a written accounting of accumulated sick leave days on each paycheck stub. Unused leave, which a teacher has accumulated prior to a leave of absence for causes other than personal or family illness, will be credited to that teacher upon the return from the leave of absence.

B. Personal Leave

Each teacher shall be allowed a total of six (6) personal leave days per school year without, loss of compensation. Days unused at the end of the school year shall accumulate as sick leave. Teachers shall be given a written accounting of personal leave days on each paycheck stub.

C. Leave Transfer

In the event a new teacher shall have accumulated one (1) or more days of sick leave In another school corporation in this State, then there shall be added to that teacher's sick leave In the second year of employment in this school corporation and each succeeding year of such employment up to three (3) days until the number of accumulated sick leave days to which the new teacher was entitled in the other school corporation is exhausted.

D. Bereavement Leave

Upon the death of a parent, spouse, child, sibling, grandchild, someone living in the employee's home, or similar relationship established by marriage, each teacher may be absent without loss of pay for bereavement leave for not more than five (5) school days to be taken within one hundred twenty (120) calendar days of the decedent's death. Upon the death of an aunt, uncle, niece, nephew, or grandparent, each teacher may be absent without loss of pay for bereavement leave for not more than three (3) school days beyond the date of the deceased's death. Upon the death of someone not listed in the other categories, one (1) day of bereavement leave will be granted. Bereavement leave shall not be charged against accumulated leave days.

E. Maternity Leave

The Board and the Association will comply with the provisions of the Family Medical Leave Act as it applies to Maternity Leave.

F. Parental Leave

The Board and the Association will comply with the provisions of the Family Medical Leave Act as it applies to Parental Leaves.

G. Adoption Leave

The Board and the Association will comply with the provisions of the Family Medical Leave Act as it applies to Adoption Leave.

H. Jury Duty and Witness Leave

If a teacher Is called to jury duty or is subpoenaed as a witness in court, the Board shall pay the teacher his/her full per diem salary provided that such teacher agrees to return to the Board all pay received less mileage for such services.

I. Professional Advancement Leave

Upon application to the director, teachers may be granted daily leaves with pay for the purpose of professional advancement in their respective areas of Instruction.

J. Association Leave

The Association president or designee shall be entitled to released time in the equivalent of twelve (12) days for use at any time during the school year for Association business and/or professional relations purposes without loss of compensation. No more than two (2) Association leave days may be used on any one (1) day,

K. Right to Continue Group Insurance(s)

Any teacher taking an unpaid leave of absence shall have the right to continue his/her membership in the group insurance plan(s) offered by the Board by paying to the cooperative the total premium (s) due monthly. However, the cooperative's payments in support of insurance programs provided by that Article shall continue during the period of any leave governed by the FMLA.

L. Illness Leave Bank

This bank is a source of additional Illness leave days when a member of the bank has used all of his/her own illness leave days, To voluntarily join this bank, a bargaining unit member must contribute one (1) illness leave day to the bank during the first five (5) work days of the school year, by giving notice to the Association president. Bargaining unit members may join the Illness leave bank only during the first five (5) work days of any school year. New hires after the beginning of the school year have ten (10) work days to join the illness leave bank

Bargaining unit members then remain a member of this bank until they resign, retire, or otherwise leave the cooperative's employment as a bargaining unit member, provided that each bank member makes an additional bank contribution If and when the total bank accumulation drops below ten (10) days. Failure to donate a day as requested will result in loss of membership in the illness leave bank. However, in the event a member has zero (0) sick leave days at the time of assessment of an additional day contribution, such member may remain in the bank but must donate an additional day at the beginning of the next school year.

The governing board of the illness leave bank shall consist of two (2) illness bank members appointed by the Association president, the Association president, and the Director. The Association President will serve as the chairperson of the illness leave bank board, Should a member of the governing board need to request days from the illness leave bank, he/she shall remove him/herself from the board and be replaced with another member for the vote on the request.

If a member of the Illness leave bank has a personal illness or injury, and will need more leave days than they have accumulated, the bank member or a person on the bank member's behalf may request days from the illness leave bank by sending a letter to the Association president. Accompanying said letter will be written certification from the teacher's physician substantiating the illness. The governing board will meet after receipt of the letter, and will notify the bank member of the decision of the governing board.

No illness leave bank days may be used until the bank member has used all of his/her own personal and sick leave days. No illness bank days can be used by an employee once the elimination period for longterm disability insurance has been satisfied.

An applicant may draw up to five (5) days per draw, provided, however that the maximum accumulative draw per teacher over a period of five (5) school years does not exceed twenty (20) days.

After a member of the illness leave bank has drawn a number of days and has returned to active employment with the cooperative, the member shall repay one (1) day for every two (2) days borrowed from the bank. These days shall be repaid at the rate of one (1) per school year, deducted at the beginning of each school year. At the end of each school year, the employee may elect to pay back an additional one (1) or two (2) days,

Once any illness leave bank contribution is made by a bargaining unit member and that day is deducted from the bargaining unit member's leave accumulation, the bank contribution shall never be returned to the bargaining unit member's own leave accumulation. On or before September 1 of each school year and as frequently as necessary throughout the year, the Association president will confer with the Greene-Sullivan Special Education Cooperative office staff to verify the bank accumulation and membership in the illness leave bank.

Article V
Compensation

A. All adjustments to salaries as a result of additional content - area degrees / credit hours shall be effective prior to the first day of school for work completed before the first day of school and prior to the first day of the second semester for work completed prior to the first day of the second semester.

B. Salary payments shall be made in twenty-six (26) equal installments over the contract period. Any employee may have the option of taking the summer payments in one lump sum the first payroll in June after written notification prior to July 31[al] of the preceding year.

C Teachers retiring, resigning, or being dismissed will receive all remaining salary due them not more than ten (10) business days from the last pay period In which the wages were earned.

D. Deductions for daily absences which are not covered by the provisions of this contract shall be made on a daily rate basis. The daily rate for a teacher shall be found by dividing the teacher's annual salary as shown by the salary table, Appendix A-1, by the number of days for which the teacher Is contracted.

I

E. The Compensation Model for teachers for the duration of this agreement is set forth in Appendix A-2.

F. INPRS

The amounts contained in the salary table (Appendix A) and to the extent allowed by law, the severance and retirement pay herein contained in Article VII, Include three percent (3%) of said amounts to be paid directly to the Indiana Public Retirement System by the Board on behalf of each teacher for payment of the teacher's share of such retirement contribution. The individual teacher's contract for each teacher shall be written for the amount of compensation payable which is less the said three percent (3%).

G. Ancillary Duty Stipend

School Psychologists shall receive an annual stipend of three thousand dollars ($3,000).

Article VI
Fringe Benefits

A. Group Health Insurance

The health plans shall be those offered by the Wabash Valley West-Central Indiana Trust. The Board agrees to contribute $8,360 per year toward the payment of the single plan premium and $18,287.60 toward the family plan premium on the plan of the employee's choice. Overages between the Board's contribution and the total cost of the plan will be deposited into the teacher's HSA account. The Board further agrees to contribute for 2019-2020 Into a teacher's HSA the amount of $250 for teachers who choose a Plan 6 or Plan 7 single plan and $500 for teachers who choose a Plan 6 or Plan 7 family plan, For 2020-2021, the Board agrees to contribute Into a teacher's HSA the amount of $100 for teachers who choose a Plan 6 or Plan 7 single plan and $250 for teachers who choose a Plan 6 or Plan 7 family plan. All HSA contribution amounts are subject to the annual maximum contribution limits established by law.

A complete description of the group health plan will be given to each teacher.

Health Insurance coverage is effective on the first day of work, or the day enrollment paperwork is submitted to the cooperative office, whichever is later.

Termination of coverage under this section will fall one month after the last teaching month for certified employees resigning, being dismissed, or retiring after the age of sixty-five (65). They may apply for transfer of coverage to an individual plan with the carrier Involved. Teachers granted an unpaid leave of absence may continue in the health plan by paying the total monthly premium during the leave of absence.

B. Group Life Insurance

The cooperative shall provide sixty-five thousand dollars ($65,000) group term life policy and pay all but $1.00 annually per employee. The cooperative shall also provide supplemental coverage of up to sixty - five thousand dollars ($65,000) to be paid by the employee at the same rate per $1,000.00,

C. Long Term Disability

The cooperative will provide a long-term disability plan for each teacher. The plan benefits shall be those of Schedule I with a one hundred eighty (180) day elimination period. The plan provides for a minimum benefit of 66 2/3% of salary to age sixty-five (65) for the first five (5) full continuing years of disability, and 90% of salary thereafter to age 65. The plan shall have a Consumer Price Index-W yearly escalator for those on disability and shall not coordinate with teacher retirement disability. The plan shall also contain a Social Security freeze, a successive disability benefit, and a recurrent disability clause. The plan shall contain a five-year "own occupation" definition of "total disability" meaning that during the first five (5) years, the employee Is unable to perform the substantial duties of his/her regular occupation. The five- year requirement begins from the date the waiting period is satisfied. The plan shall be the same as that which is offered to teachers in the Northeast School Corporation and the Southwest School Corporation.

D, Vision Insurance

Each employee and his/her immediate family shall be covered by a vision care program paid for by the Board that provides for eye examinations, lenses and frames every year. The vision care benefit plan

will include one (1) comprehensive vision examination every twelve (12) months, and a wide selection of quality frames every twelve (12) months.

Employees and their dependents will be entitled to receive a prepaid or paid In full coverage from a participating network of providers. The network of providers must be extensive enough to conveniently serve recipients regardless of their geographic location. The recipients who select a participating provider will be entitled to full coverage for a comprehensive examination and quality glasses. Recipients must have the ability to freely select any provider to receive vision care services. Consequently, those who seek a non-participating provider will be reimbursed according to a set schedule of allowances to be determined. Coverage for necessary contact lenses and a cosmetic contact allowance should be available both from participating and non-participating providers. The Participating Provider Network should consist of Individual doctors practicing In their own offices versus a clinic approach. There shall be no deductible. The carrier or specifications shall not be changed without mutual agreement.

E. Enrollment

New employees shall have thirty (30) days from the first day of employment to enroll in Insurances. Current employees may choose to change insurances or participation in Insurances (subject to the individual carriers) within the first thirty (30) days of school, or after a family status change, or after contract ratification. Failure to enroll within this time period will result in the employee potentially having to complete a medical application. Participation will be based on acceptance or denial by the individual insurance carriers.

F. Flexible Benefit Plan - Section 125

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit members so requesting. An amount not to exceed 50% of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which are non-taxable benefits of major medical, long-term disability, short term disability, Section 79 life, non-relm burned medical, and dependent care. All administration fees shall be paid by the board.

G. Dental Insurance

The cooperative will provide the same dental plan for each teacher and his/her Immediate family as that which is offered to the teachers In Southwest School Corporation. A maximum school employer payment per teacher will be the full single premium, or ninety-eight percent (98%) of the family plan premium. The plan shall pay 100% of all diagnostic, preventive and emergency palliative benefits, and eighty percent (80%) of all other Class I Benefits. The plan shall pay fifty percent (50%) of Class II Benefits, prosthetics. The maximum benefit Is seven hundred fifty dollars ($750.00) per person per year on Class I and Class II benefits. Class 111 benefits (orthodontia) shall be paid at fifty percent (50%) with a one thousand dollar ($1000,00) lifetime maximum per eligible person (to age 19). There shall be no deductible.

Termination of coverage under this section will fall one month after the last teaching month for certified employees resigning, being dismissed, or retiring after the age of sixty-five (65). They may apply for transfer of coverage to an Individual plan with the carrier involved. Teachers granted an unpaid leave of absence may continue in the dental plan by paying the total monthly premium during the leave of absence,

H. Matching Annuity

The Board shall Implement a matching annuity program and make it available for all certified employees. The Implementation of such program shall take place through the creating of an Investment account under 403(b) of the Internal Revenue Code. Such an investment portfolio will match a certified employee's individual tax sheltered annuity 403(b) up to a cap of three hundred dollars ($300.00) In any one school year. Such certified employee contributions shall be deposited into the Individual certified employee's 403(b) account each pay date. School corporation 403(b) annuity payments shall be deposited into the Individual certified employee's 403(b) account (vendor

to be selected through mutual agreement) yearly In July. Trustees made up of up to four (4) teachers, appointed by G-SSEA Executive Committee and up to two (2) administrators will manage such fund and create rules and regulations for its operation. Participants will be fully vested upon deposit.

I. Expanded Criminal Background Checks

The Board shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks for current employees that are required by the Board or per l,C. 20-26-5-10.

Article VII
Severance and Retirement Pay Provisions

Section A. Severance Annuity Program

By February 1, of 2003, the school board shall establish a 401 (a) account for each certified staff member with a vendor mutually selected by the Association and the board. This shall be an employer funded non-matched annuity for each certified staff member,

A. Beginning with the 2008-09 school year, the Board's contribution to each certified staff member's 401(a) account shall be three percent (3%). These monthly deposits shall be made no later than the twelfth calendar day of the following month

B. Unused Leave Days at Retirement - Each retiring bargaining unit member shall receive sixty-two dollars ($62.00) per day for every unused accumulated sick and personal leave day. For the purpose of retirement pay for unused leave days, all unused sick and personal leave days accumulate without limit. Of this amount, two thousand dollars ($2,000.00) shall be reported by the Cooperative to the Indiana State Teachers Retirement Fund on behalf of the retiring certified employee prior to his/her effective retirement date. All monies due the retiring certified employee for unused leave days shall be paid into the certified employee's 401(a) account.

C. Vesting

1. Certified staff members become fully vested in this severance annuity program up completion of five (5) years of Greene-Sullivan Special Education Cooperative experience. Certified staff members receive twenty percent (20%) vesting for each completed year of Greene-Sullivan Special Education Cooperative experience. Should any certified staff member leave the Cooperative on his/her own volition before being one hundred percent (100%) vested in this program, the money remaining In the certified staff member's account shall be returned to the Cooperative and shall be added to the revenue available at the bargaining table in the next round of bargaining as money available fora new contract settlement

2. A certified staff member shall also be fully vested upon receiving notice that his/her employment is being terminated with the Greene-Sullivan Special Education Cooperative due to a reorganization, or dissolution of said cooperative, or, if a certified staff member is disabled and has been receiving LTD benefits provided in this collective bargaining agreement for twelve (12) consecutive months.

3. A certified staff member who has received a reduction-in-force notice from the Greene-Sullivan Special Education Cooperative shall receive twenty percent (20%) vesting immediately at the time he/she receives the reduction-ln-force notice and shall receive an additional twenty percent (20%) vesting each year until the Individual's vesting level reaches 100%.

D. If a certified employee, who is vested, dies before receiving the severance benefits, the severance benefits shall be paid in a lump sum to the certified employee's 401(a) account within the month of the certified employee's death.

Section B. Retirement Program

1. Eligibility

   An employee must have a minimum of fifteen (15) years creditable teaching experience with the Greene-Sullivan Special Education Cooperative and/or any of the Cooperative's participating school corporations, and be at least fifty-five (55) years old during the calendar year of retirement, if an employee wishes to retire, but is not fifty-five (55) years old at the conclusion of a school year, but will be fifty-five (55) by the end of the calendar year, the employee may take an unpaid leave of absence and retire effective the day after his/her fifty-fifth (55^{th}) birthday.

2, Notice of Retirement

   An employee electing to participate in this retirement program must notify the Cooperative, in writing, no later than February 1 of his/her last year of employment. This notice must be submitted no later than twenty-one (21) days after contract ratification by both parties. The employee's notice shall include a letter of resignation to be effective at the end of the final teaching contract, or to be effective the day after his/her fifty-fifth (55^{lh}) birthday if the employee Is not yet fifty-five (55) years of age. In the event an eligible certified employee is unable to give the required notice of retirement and is forced to retire as a result of an accident or ill health, or other unforeseen event, the Cooperative may waive the required notice of retirement and pay the retirement pay by appropriate adjustment of the certified employee's current contract.

3. Health Insurance

   Employees retiring after age fifty-five (55) shall be able to remain on the school corporation's group health Insurance plan until the certified employee Is eligible for Medicare, as long as there Is no lapse In coverage with the certified employee paying the health insurance premium.

   The school board shall pay for the employee's health Insurance plan for two months after the last month in which the certified employee worked.

   For those who take an unpaid leave of absence immediately prior to retirement effective the day after their fifty-fifth (55^{lh}) birthday, the Cooperative shall pay for the employee's health Insurance plan for two months after the last month In which the certified employee worked. The employee must then pay for his/her own health insurance beginning the third month after the last month in which the certified employee worked.

4, Health Insurance - Severance/Retirement Buyout

   A. Elimination of Prior Agreement's Health Insurance Benefit - The Board and the Association specifically exercise the authority to revise or terminate the health Insurance retirement benefit contained in earlier Master Contracts. The Board and the Association now confirm that Article XV,.Section B, 4. Health Insurance contained in the 2004-2007 Master Contract Is now terminated and shall not apply to any certified employee retiring from this cooperative on or after this amendment's effective date,

   B. Vesting Requirements - A certified employee must fulfill one of the following in order to be fully vested and eligible to access this benefit:

1. The certified employee is at least fifty-five (55) years old, and has fifteen (15) years of creditable teaching service with the Greene-Sullivan Special Education Cooperative and/or any of the Cooperative's participating school corporations.

2. The certified employee has received notice of his/her employment termination with the Greene-Sullivan Special Education Cooperative due to a reorganization, or dissolution of said cooperative.

3. The certified employee is disabled and has been receiving the LTD benefits offered in this collective bargaining agreement for a period of twelve (12) consecutive months.

4. A certified staff member who has received a reduction-in-force notice from the Greene-Sullivan Special Education Cooperative shall also be fully vested at the time he/she serves notice that he/she no longer wishes to be on the recall list, or for those certified staff members who received reduction-in-force notices during the 2009-10 school year, when five (5) years on the recall list set forth in the Administrative Guidelines has expired.

C. Actuarial Determination of Value of the Current Health Insurance Benefit

1. The Educational Services Company has been selected to determine the present value of the unfunded health insurance benefit described in Article XV, Section B, 4. Health Insurance of the 2004-2007 Master Contract. In making this present value determination, the Educational Services Company shall use the following assumptions:

2. Interest Rate. The assumed interest rate for the purpose of determining the present value is four percent (4%) in the first two (2) years of the plan, and seven and one-quarter (7.25%) each year thereafter. However, for post-retirement cash flow purposes, a four percent (4%) interest rate shall be used.

3. Termination Assumption. It is assumed that an employee terminates employment at the end of the school year in which the employee has accumulated a minimum of twenty (20) years creditable teaching experience and at least fifteen (15) years teaching service with Greene-Sullivan Special Education Cooperative, and the employee Is fifty-five (55) years of age during the calendar year of retirement The Termination Assumption shall be calculated using the Sarinson T3 Actuarial Table.

D. Retiree Health Insurance. For purposes of calculating the value of the retirement health insurance found In Article XV, Section B, 4. of the 2004-2007 Master Contract, the parties agree to use an assumed 'annual post-retirement group health insurance cost of eight hundred dollars ($800.00) per month for the single premium, with an assumed annual Inflation rate of zero percent (0%). The parties assumed that the retiree received this benefit from the time of retirement until the date the retiree becomes eligible for Medicare. The present value of the retiree health insurance benefit was calculated assuming that teachers do not retire until the teacher met the requirements as set forth in Article XV, Section B,

5. Health Insurance Plan Premiums

A. Group Health Insurance
Immediately following retirement or severance, the certified employee, and his/her spouse, and eligible dependents, if any, shall have the option of remaining in the Board's current group health insurance plan if one of the following is applicable, as specified below:

1. If the certified employee retires and has vested by being at least fifty-five (55) years old, and has fifteen (15) years of creditable teaching service with the Greene-Sullivan Special Education Cooperative and/or any of the cooperative's participating school corporations; or

2. If the certified employee has received notice of his/her employment termination with the Greene-Sullivan Special Education Cooperative due to a reorganization, or a dissolution of said cooperative, the certified employee, spouse, and eligible dependents, if any, may remain on the Board's current group health Insurance plan for a period of five (5) years following the termination. This is in addition to COBRA rights. If the certified employee is at least fifty-five (55) years old at the time of employment termination, the certified employee, spouse, and eligible dependents, if any, may remain on the Board's current group health insurance plan until eligible for Medicare benefits; or,

3. If the certified employee is disabled and is receiving the LTD benefits provided in this collective bargaining agreement, then, the certified employee may remain on the Board's current group health Insurance until eligible for Medicare benefits.

4. A certified staff member who has received a reduction-in-force notice from the Greene-Sullivan Special Education Cooperative shall also be fully vested at the time he/she serves notice that he/she no longer wishes to be on the recall list, or for those certified staff members who received reduction-in-force notices during the 2009-10 school year, when five (5) years on the recall list set forth in the Administrative Guidelines has expired.

5. While the certified employee, spouse and eligible dependents, if any, remain enrolled in the Board's health insurance plan, the certified employee shall pay the entire insurance premium applicable to the insurance coverage If he/she meets the criteria listed in A. 1, A. 2, or A.3 above,

6. Within ninety (90) days of the retirement date, the certified employee has provided a written request to the Board for Insurance coverage for the certified employee, spouse and eligible dependents, if any.

B. When a retired certified employee first becomes eligible for Medicare, the certified employee's eligibility to continue to participate In the Board's group health insurance plan shall terminate, if not earlier terminated according to applicable law. This same termination of eligibility shall also apply when a retired certified employee's spouse first becomes eligible for Medicare. It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible certified employee's right to health Insurance for the certified employee and spouse, Including If otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA

C. FICA. The present value of future retirement benefits will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable by the certified employee if the benefits would have been paid directly.

D. Exclusion of Employees. Certified employees hired after April 1, 2008, shall not be entitled to any payment for a health insurance benefit. In other words, no contribution shall be made for individuals whose first contractual day is after the effective date of this Master Contract.

E. Mortality. A mortality discount using the Uninsured Pensioners 1994 Table shall be applied.

F. Using the above assumptions and the other assumptions contained on the buyout spreadsheet, the Educational Services Company shall prepare the present value calculations for each certified employee and the contributions described herein shall be made into each certified employee's VEBA account, Said VEBA accounts shall be administered by a vendor mutually selected by the Association and the board.

G. Buyout Contributions

1, VEBA. The cooperative Shall contribute to a voluntary employee's beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, that amount representing the present value of those benefits as calculated in Article XV, B, Section 4, Health Insurance in the 2004-2007 Master Contract. The terms and conditions for the administration and operation of the VEBA shall be as follows:

a. The amount calculated for each certified employee will be invested in a separate account. There will be no commingling of accounts and each certified employee may determine how his/her account shall be Invested among the investment options made available by the vendor for the VEBA,

b. Until such time that a certified employee has satisfied one of the eligibility requirements set forth in this Section, the certified employee shall have no access to the assets held in his/her separate VEBA accounts.

c. If a certified employee retires, or otherwise chooses on his/her own volition to terminate employment, before satisfaction of the requirements set forth In this Section, the terminated certified employee's VEBA account shall be forfeited, A certified staff member who has received a reduction-in-force notice from the Greene-Sullivan Special Education Cooperative shall also be fully vested at the time he/she serves notice that he/she no longer wishes to be on the recall list, or for those certified staff members who received reduction-in-force notices during the 2009-10 school year, when five (5) years on the recall list set forth in the Administrative Guidelines has expired. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value calculations. Therefore, the VEBA accounts of the following certified employees will not share in the reallocation of a forfeiture of a VEBA account:

(I) Certified employees who forfeited their VEBA accounts in the same year; and

(II) Certified employees who previously forfeited their VEBA accounts.

d. Following retirement and the satisfaction of one of the requirements set forth in this Section, a retired certified employee may use the amounts held in his/her separate VEBA account to pay health Insurance premiums, group term life insurance premiums, and to be reimbursed for un-reimbursed medical expenses of the certified employee, spouse, and dependents. Furthermore, following the death of a certified employee who had otherwise satisfied the requirements of this Section, any amounts remaining in the deceased certified employee's VEBA account may continue to be used to pay these premiums and expenses of the certified employee's spouse, and tax dependents. Should no tax dependents remain following the certified employee's death, the account balances shall be reallocated at the end of the plan year only amount the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value calculations. Therefore, the VEBA accounts of the following certified employees will not share in the reallocation of a forfeiture of a VEBA account:

(I) Certified employees who forfeited their VEBA accounts in the same year; and

(II) Certified employees who previously forfeited their VEBA accounts.

At no time, may the VEBA make loans to a certified employee, his/her spouse, or his/her dependents.

e. The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA. Ail costs incurred in the administration of the VEBA and Investment fees shall be paid from the VEBA assets.

f. The parties agree that this Section, or any other provision of this Master Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current teacher, future certified employee, prospective certified employee or applicant beyond the expiration of this Master Contract. Therefore, except as otherwise limited by applicable law, it is understood that the Board and the Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Section shall not affect the retirement benefits of certified employees already receiving benefits pursuant to this Section.

6 Other Insurances

Employees retiring, or being terminated due to a reorganization, or dissolution of the Greene-Sullivan Special Education Cooperative, or receiving LTD benefits as outlined in Section 5(a)(3) above shall be able to remain on the Cooperative's group dental and/or vision insurance plans as long as there is no lapse in coverage until the employee reaches the age when eligible for full Social Security. Beginning with the third month after the last month in which the employee worked, the employee is responsible for paying the full premium each year. The group life insurance may be converted to an individual life policy with the employee responsible for paying the full premium each year beginning the third month after the last month in which the employee worked.

Article VIII
Grievance Procedure

A. Definitions

For the purposes of this Article, the following definitions shall be applicable:

1. "Grievance" means an alleged violation or claimed misinterpretation of a specific article or section of the collective bargaining agreement between the Greene-Sullivan special Education cooperative and the Greene-Sullivan Education Association ("Master Contract").
2. "Day" means teacher days as that term is used in the school calendar. During the summer recess. It shall mean weekdays, Monday through Friday (not including holidays).

B. Grievant and Representation

An individual employee or group of employees may present a grievance through the exclusive representative. The adjustment of all grievances shall not be inconsistent with the terms of the Master Contract.

C. Procedure

Step One: A grievance may be initiated in one of the following ways:

1. The teacher shall approach the director and discuss the matter on his/her own behalf.

2. The teacher may request that a representative of the Association accompany the teacher and in such case the director shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

Step Two: In the event the grievance is not resolved in Step One, the grievant may file a formal grievance in writing with the director on the form in Appendix B.

1. The grievance form shall be filed with one (1) copy for the Association, the grievant, and the director.

2. The grievance shall: (1) name the employee(s) involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of the Master Contract alleged to have been violated or misinterpreted, (4) state the contention of the grievant with respect to the grievance, (5) indicate the specific relief requested, and (6) be signed by the employee(s).

3. The grievance form should be filed as soon as possible, but any grievance not presented in writing in Step Two within twenty (20) days of the time the grievant knew, or reasonably should have known, of the grievance shall be deemed waived and shall not be processed.

4. The teacher may request a meeting with the director to discuss the written grievance. An Association representative may accompany the grievant to this meeting. Within ten (10) days after receiving the written grievance, or within ten (10) days after a meeting between the Grievant and the Director if requested by the Grievant, the director shall communicate his answer in writing to the grievant and the Association representatives, and said answer shall be attached to the grievance.

Step Three: If the grievance is not resolved In Step Two, the teacher may, within ten (10) days of receipt of the director's answer, appeal to the Board by filing the grievance answer, along with a written response of the teacher if desired, with the office of the director. The teacher may request a meeting with the Board, and the Association representative may accompany the grievant to this meeting where the teacher may present his/her grievance in an informal manner to the Board. Within ten (10) days after receipt of the written grievance, or within ten (10) days after a meeting between the Grievant and the Board, if requested by the Grievant, the Board shall communicate its answer in writing to the grievant and the Association representative, and said answer shall be attached to the grievance. The ultimate decision on the grievance rendered by the Board shall be final and binding on the Association, its members, and the employee or employees involved.

D. Other Provisions Relating to the Grievance Procedure

1. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

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

Article IX
Rehiring Retired Teachers

if the Greene-Sullivan Special Education Cooperative employs a retired teacher on either a full-time or part-time basis, the teacher's salary shall be based on the salary of a first-year Bachelor's level teacher

(BS-0) or a Master's level teacher (MS-0), depending on the degree held by the employee, The benefits of the returning retired teacher shall include all contract benefits except:

1. Severance and retirement benefits provided by this Agreement.

2. Retired teachers eligible for Medicare benefits will not be eligible for health insurance benefits. Neither the Greene-Sullivan Special Education Cooperative nor the Greene-Sullivan Special Education Association will be liable for any problems a returning retired teacher may have with the Indiana State Teachers Retirement Fund (ISTRF), the Social Security Administration, or the Internal Revenue Service (IRS) regarding his/her original retirement, his/her return to teaching, or subsequent second retirement.

Article X
Attestation and Term of Agreement

This Contract shall be effective as of July 1, 2021 and shall continue in effect through June 30, 2023. No amendment to this Contract shall be made unless such amendment is executed in writing between the Board and the Association, and then ratified by the Board and the Association.

The undersigned Association and Board representatives attest to paragraph (1) below and the Board representatives also attest to paragraph (2) below:

1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on September 27, 2021, and electronic participation from the parties and/or public WAS NOT permitted; and
2. A public meeting in compliance with I.C. § 20-29-6-19 was held on November 9, 2021 to discuss the tentative agreement and electronic participation from the governing body and/or public WAS NOT permitted.

Dated this 12th day of November 2021.

Director of Special Education

GSSEC Board President

G-SSEA President

G-SSEA Secretary

GREENE-SULLIVAN SPECIAL ED COOPERATIVE
2021-2023
APPENDIX A-1

NEW HIRE PLACEMENT AND SALARY TABLE
(Based upon 181 days)
The 181 days was not bargained, but is being provided for informational purposes only.

Steps	BS Salary	Contract	ISTRF	MS Salary	Contract	ISTRF
0	40,500	39,285	1215	42,500	41,225	1275
1	42,000	40,740	1260	44,000	42,680	1320
2	43,500	42,195	1305	45,500	44,135	1365
3	45,000	43,650	1350	47,000	45,590	1410
4	46,500	45,105	1395	48,500	47,045	1455
5	48,000	46,500	1440	50,000	48,500	1500
6	49,500	48,015	1485	51,500	49,955	1545
7	51,000	49,470	1530	53,000	51,410	1590
8	52,500	50,925	1575	54,500	52,865	1635
9	54,000	52,380	1620	56,000	54,320	1680
10	55,500	53,835	1665	57,500	55,775	1725
11	57,000	55,290	1710	59,000	57,230	1770
12	58,500	56,745	1755	60,500	58,685	1815
13	60,000	58,200	1800	62,000	60,140	1860
14	61,500	59,655	1845	63,500	61,595	1905
15	63,000	61,110	1890	65,000	63,050	1950
16	64,500	62,565	1935	66,500	64,505	1995
17	66,000	64,020	1980	68,000	65,960	2040
18				69,500	67,415	2085
19				71,000	68,870	2130
20				72,500	70,325	2175
21				74,000	71,780	2220

Homebound Instruction - Hourly rate based on per diem rate based upon a six-hour day (rate bargained with the Director).

Part-Time Teachers - Per Diem rate

Appendix A-2
Compensation Model

A. The G-SSEA Compensation Model is based on the following two factors;

1. Evaluation - The teacher receives an evaluation rating of Effective or Highly Effective for the prior year.

2. Education - The teacher possesses a Master's Degree in a content area as defined by the Indiana Department of Education.

B. Movement on the Salary Schedule

1. A teacher in the Bachelor's Column meeting the evaluation factor, but not possessing a content area Master's Degree, will advance a row in the Bachelor's Column. The increase for advancing a row is $1,500.

2. A teacher in the Master's Column meeting the evaluation factor will advance a row in the Master's Column. The increase for advancing a row is $1,500.

3. A teacher in the Bachelor's Column meeting the evaluation factor and also meeting the education factor will advance to the Master's Column, but remain in the same row. The increase for advancing a column (but staying in the same row) is $2,000. Of the $2,000, $1,500 is for the evaluation rating and $500 is for the possession of a content area Master's Degree, (Education is equal to 25% of the increase).

4. A teacher who is at the top of either column will not receive an increase to their base salary, but will receive a stipend in the amount of $1,500.00.

C. Final Ratings of Improvement Necessary or Ineffective

1. Any teacher receiving a final evaluation rating from the prior year of Ineffective or Improvement Necessary will not be eligible for any increase to salary during the following year if the teacher's employment contract is continued and will remain at their base salary for the previous contract year, unless eligible for the increase in accordance with I.C. 20-28-9-1.5(f). Specifically, teachers in their first two full years of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating the prior school year.

2, The money that would otherwise have been allocated for the salary increase of a teacher rated Ineffective or Improvement Necessary shall be equally distributed to teachers rated Effective or Highly Effective, in the form of a stipend

3. Those teachers not eligible for a salary increase will remain at their base salary for the previous contract year.

D. Placement of New Hires

1. New hires will be placed on the salary table listed in Appendix A-1 according to recognized experience/education that mirrors current employees with the same degree and number of years of experience.

2. The Executive Director shall reserve the right to place a newly hired teacher on the salary table within three steps (above or below) of the placement described above In D(1), the Executive Director will notify the Association of any placement that differs from D(1). If the Executive Director determines that another salary is necessary, such salary may be given with mutual agreement with the Association, if such determination/hire occurs within the statutory bargaining timeline, or after engaging in Discussion with the Association, if such determination/hire occurs outside the statutory bargaining timeline.

3. Newly hired teachers will be eligible for salary adjustments in the year of hire in order to assure consistency with and within Appendix A-1.

E. Salary Range

The base salary range for returning teachers is $35,922 to $64,078.

F. 2021-2022, 2022-2023 Salary Increases

For the first year of the two year contract (2021-2022), teachers that satisfy the factors will transition to the reconfigured salary schedule found in Appendix A-1 for an across the board increase of $3,500. No other movement will take place in the first year. For the second year of the two year contract (2022-2023), the salary increase for eligible teachers is as described in Appendix A-2, B. of this Contract.

Appendix A-3
Salary For Extended Contracts
The index is based on the individual teacher's base salary.

School Psychologist	.1045

Appendix B
Grievance Form

Name of Teacher(s) Seeking Relief:

Name of Other Employees Involved, if any:

Identification of Specific Violations of Contract, Board Policy, Rule, Regulation:

Statement of Facts Giving Rise to the Grievance and Contention of the Grievant:

Specific Relief Requested:

Signature of Grievant _____

APPENDIX C

2021-2023

Pay Date Schedule

Pay Date
7/9/2021
7/23/2021
8/6/2021
8/20/2021
9/3/2021
9/17/2021
10/1/2021
10/15/2021
10/29/2021
11/12/2021
11/26/2021
12/10/2021
12/24/2021
1/7/2022
1/21/2022
2/4/2022
2/18/2022
3/4/2022
3/18/2022
4/1/2022
4/15/2022
4/29/2022
5/13/2022
5/27/2022
6/10/2022
6/24/2022
7/8/2022
7/22/2022

8/5/2022
8/19/2022
9/2/2022
9/16/2022
9/30/2022
10/14/2022
10/28/2022
11/11/2022
11/25/2022
12/9/2022
12/23/2022
1/6/2023
1/20/2023
2/3/2023
2/17/2023
3/3/2023
3/17/2023
3/31/2023
4/14/2023
4/28/2023
5/12/2023
5/26/2023
6/9/2023
6/23/2023