

CONTRACT
BETWEEN
THE BOARD OF DIRECTORS
OF THE
MADISON AREA EDUCATIONAL SPECIAL SERVICES UNIT
AND
SPECIAL SERVICES UNIT FEDERATION OF TEACHERS
LOCAL 4195, AFT, AFL-CIO

AUGUST 1, 2011 THROUGH JULY 31, 2017

THIS CONTRACT ENTERED INTO THIS 6th DAY OF APRIL, 2011 BY AND BETWEEN THE BOARD OF DIRECTORS OF THE MADISON AREA EDUCATIONAL SPECIAL SERVICES UNIT, HEREINAFTER CALLED THE "BOARD", AND THE SPECIAL SERVICES UNIT FEDERATION OF TEACHERS, LOCAL 4195, AFT, AFL-CIO, HEREINAFTER CALLED THE "UNION".

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ARTICLE I

The Board recognizes the Union as the exclusive representative of certificated school employees in the bargaining unit as defined herein in Article II of this Contract.

ARTICLE II

DEFINITIONS

As used in this Contract:

- A. "Board" means the Board of Directors of the Madison Area Educational Special Services Unit and any person(s) authorized to act for said body in dealing with its employees;
- B. "Union" means the Special Services Unit Federation of Teachers, Local 4195, AFT, AFL-CIO, and any person(s) authorized to act for said body in dealing with the Board;
- C. "Special Services Unit" and SSU means the Madison Area Educational Special Services Unit of the County of Jefferson in the State of Indiana;
- D. "Certificated school employees" and "teacher(s)" means the certificated personnel employed by the Board under teacher's contracts in the bargaining unit as defined in Article I of this Contract.
- E. "Bargaining Unit" means all full-time certificated employees of the Board, excluding:
 - 1. All supervisors including, but not limited to, the Executive Director; the Supervisors of Special Education; Assistant Supervisors of Special Education; Directors of Special Education; Assistant Directors of Special Education; Physical Therapists; Occupational Therapists; School Nurses; and certificated employees accepting an appointment by the Board to an "acting" capacity in any of the supervisory positions enumerated herein;
 - 2. All non-certificated employees;
 - 3. All substitute employees;
 - 4. All persons whose positions with the Special Services Unit require that they hold a license or permit from the state board of education or a commission thereof but who are not employed by the Board under teachers' contracts.
- F. "Parties" means the Union and the Board.

- G. The masculine gender shall include the feminine whenever required by the context in which a specific provision of this Contract is applied.

ARTICLE III

BOARD RIGHTS

The Board construes and the Union recognizes the specific express provisions of this Contract as constituting limitations and being the only limitations upon the Board's rights, power, authority, duties and responsibilities to manage and direct the operations and activities of this Special Services Unit to the full extent authorized by law.

ARTICLE IV

TEACHER RIGHTS

A. **Teacher Files**

There shall be maintained for each teacher one and only one official personnel file and it shall be kept at the SSU administrative office.

1. Each teacher shall have the right, upon request and during regular business hours, in the presence of an administrator or his designee, to review the contents of his own personnel file, except for the documents and confidential evaluations which were prerequisites for employment.
2. At the request of the teacher, he will be provided with one (1) reproduction of the contents of his own file, at the Board's expense. Such duplication will not include such confidential documents as heretofore described in this section.
- 3.* No material of a negative nature may be placed in the teacher's personnel file unless the teacher has received a copy of the material being placed therein. The teacher shall acknowledge receipt of the copy or the notification of such material by affixing his signature on the actual copy of the document or notification received. Such signature signifies receipt of the document and does not necessarily indicate agreement with its contents.
- 4.* The teacher may file a response thereto, and such response shall be attached to the document and become part of the file.
5. Personnel files shall be handled with the strictest confidence.

6. No material of a negative nature will be kept in a teacher's file beyond two (2) years from the date it was entered, unless incidents of a similar nature have occurred.

* This provision is effective as of September 17, 1991 and shall not be applicable for any materials filed prior to that date.

B. Physical Protection

Any teacher may use reasonable force when protecting himself from attack or to prevent injury to another student.

C. Non-discrimination

The Board hereby agrees that it will not discriminate against any teacher with respect to the terms and conditions of employment by reason of his membership and/or legal activities in the Union. The Board further agrees that it will not discourage or deprive any teacher in his exercise of any rights conferred by this Contract. Nothing contained in this Contract shall be construed to deny or restrict the rights of any teacher under applicable laws or regulations.

D. Deficiency Conference

When the supervisor identifies an unsatisfactory performance by a teacher that will be made part of the teacher's personnel file, he shall hold a conference with that teacher concerning the unsatisfactory performance. The following procedure shall be followed:

1. Prior to holding the conference, the supervisor shall notify the teacher, in writing, that the conference is to be a deficiency conference and include in the notice the nature of the deficiency. The teacher may elect to have a Union representative at the conference. The conference shall be scheduled at a time which will accommodate the presence of the teacher's chosen Union representative, but only in the case of mutual agreement will the conference be scheduled more than four (4) work days after the supervisor has notified the teacher.
2. The supervisor shall furnish the teacher a written deficiency report identifying the unsatisfactory performance and the basis of it. With the approval of the teacher, a copy will be furnished to the Union representative.
3. The teacher may write a reply to the report following the conference.
4. The deficiency report along with the teacher's reply, if any was made, shall be placed in the teacher's personnel file. The deficiency report shall not make reference to any behavior of the teacher which occurred prior to the

unsatisfactory performance unless such behavior was contained in a previous deficiency report.

5. If Section 1 or 2 of this provision is violated, no record of this conference shall be kept or used in any way detrimental to the teacher.

E. Vested Permanency

If any of the participating school corporations choose to assume the responsibility for a portion of a program, and if this action results in staff reduction for SSU, and if the school corporation in question must add staff members to assume the program, then the school corporation shall give initial consideration to the teachers who were reduced because of the decision, if such consideration does not conflict with the provisions of the school corporation's collective bargaining agreement with its exclusive representative. The Executive Director shall use his good offices toward this goal.

F. Report on Removed Student

When a teacher has requested that the supervisor remove a student from class or when a supervisor denies a student the right to attend school, or take part in a school function, the supervisor, or designee, will tell each involved teacher what corrective actions were taken or are contemplated to be taken.

ARTICLE V

FEDERATION RIGHTS

A. Dues Deduction

The Board shall, on receipt of the written authorization of a teacher, deduct from the pay of that teacher any dues designated or certified by the appropriate officer of the Union.

1. The Board shall remit such dues to the Treasurer of the Union.
2. Such deductions shall continue to be made from year to year unless revoked, in writing, by the teacher.
3. The Union shall indemnify and save the Board and the Special Services Unit harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board or Special Services Unit in reliance upon signed authorization cards or lists furnished to the Board or Special Services Unit by the Union for the purpose of payroll deduction of dues.

4. A list of new teachers along with their building assignments, will be provided to the Union on or before September 15 of each year, except that when September 15 should fall on Saturday or Sunday, then the list shall be due the following Tuesday. For teachers hired after September 15, the names and building assignments shall be provided to the Union within fifteen (15) calendar days of the employee's first day of employment by the Board.

B. Discussion Procedures

The Board and the Union recognize their mutual obligations to meet at reasonable times to discuss, during the development stage, certain items set forth in Section 5 of the Certificated Educational Employees Bargaining Act (Public Law 217, 9183) (hereinafter referred to as the "Act"), such obligation consisting of the opportunity to exchange meaningful input while the issue is in the formative stage.

1. Discussion as mandated by the Act shall be conducted in accordance with the Act. The Board and the Union further agree that in implementing the discussion process within the Special Services Unit, the procedure set forth in this Article will be followed by the Parties.
2. Discussion mandated by the Act will be conducted in the Special Services Unit on the following basis:
 - a. Discussion by and between the Executive Director and the Union's Discussion Committee; or
 - b. Any other basis mutually agreed upon by the Parties.
3. Neither party shall have control over the selection of the discussion representatives of the other party. However, the Parties agree that unless there is a mutual agreement to the contrary, there will be a maximum of ten (10) representatives for each party for unit-wide discussion. The Parties agree that it may be appropriate at times to have teachers or other individuals present at a discussion meeting who are not designated discussion representatives. The presence of teachers who are not designated Discussion Representatives may occur if the Union provides a list of the names of such teachers to the Executive Director at least twenty-four (24) hours in advance of the Discussion Meeting. The presence of administrators who are not designated Discussion Representatives may occur if the Board provides a list of the names of those administrators who plan to attend to the Union at least twenty-four (24) hours in advance of the Discussion Meeting. Additionally, other individuals may be present at the Discussion Meeting only by mutual agreement between the Union and the Board.

4. Within fourteen (14) days of the start of the school year, the Union will submit to the Executive Director and the Board will submit to the Union President their respective discussion representatives and discussion contact person for discussion.
5. During the first month of school, the Parties will establish a schedule of meetings which shall include at least one (1) meeting per month. If neither party has an agenda for a scheduled meeting, the Parties may agree to cancel the meeting. If additional meetings are necessary, a meeting shall be held within five (5) days if the Parties are available. A written agenda shall be provided by the party requesting the meeting which shall be held at a mutually agreed on time and place.

C. Board Meetings

1. If a Board meeting is to be scheduled during a scheduled teaching day, the Union President or the Union President's designee shall be provided release time up to one-half (½) day for the purpose of attending the Board meeting. The Union President or the Union President's designee for the purpose of this Section may include any teacher within the bargaining unit.
2. If the Union notifies the Special Services Unit at least twenty-four (24) hours prior to the start of the Board meeting, the Union President or the Union President's designee will have a reasonable time at the start of the Board meeting to make a presentation to the Board concerning any of the agenda items of that Board meeting. The term "Union President's designee" shall include any teacher within the bargaining unit or a professional staff employee of the Union or its affiliates.

D. COPE Deduction

Upon written authorization from a teacher, the Board shall begin payroll deductions for the Federation's Committee on Political Education (COPE). The proceeds from those deductions shall be remitted to the Treasurer of the Federation at the same time as the proceeds from dues deductions, but in a separate check.

E. Facility Use

Upon prior request, and approval, the Federation and its authorized representatives shall be allowed to use rooms in the control of the SSU for meetings, so long as that use will not interfere with SSU programs or prior commitments.

F. Equipment Use

The Federation may use, during regular office hours, the SSU's copy machine. A reasonable charge per copy may be made by the SSU for such use.

G. Federation Leave

Upon written request, a teacher may be granted a leave of absence, without pay or benefits, to hold office in or be employed by the local, state, or national affiliate of the American Federation of Teachers. Such leave, if granted, shall be on a full time, full year basis only. The leave shall be for a one (1) year period. Upon a written request received no less than ninety (90) days prior to the end of the school year, the Board may grant an extension(s) on a full time, full year basis. This leave and any extensions of this leave shall be denied only in the event that no qualified replacement can be employed.

The President or designee shall receive one-half (1/2) day per semester for Union Business. This time may be scheduled in one hour increments and will be scheduled by notifying the Executive Director.

H. SSU Orientation Meeting

The Federation shall be given a place on the agenda of the first SSU general orientation meetings, if held, at the start of the school year in each School Corporation.

I. Exclusive Rights

All of the rights granted in this Article shall be granted exclusively to the Federation and shall not be granted to any other organization representing any certificated school employees as defined in P.L. 217.

ARTICLE VI

TEACHING CONDITIONS

A. Hours

The teacher will follow the hours of the building(s) to which they are assigned. The regular teacher day shall be seven and one-half hours, which will include a thirty (30) minute duty free lunch period between the hours of 10:00 A.M. and 2:00 P.M. In the event that an eight hour day is necessary for itinerant teachers, a one hour duty free lunch period between the hours of 10:00 A.M. and 2:00 P.M. will be provided. The beginning and ending time of the school day may be changed on an individual basis if agreement is reached by the teacher, the program director and the building administrator(s) involved.

B. Every teacher shall have at least thirty (30) continuous minutes each day for preparation and/or planning without students.

C. Days

The normal work year for each teacher shall be one hundred eighty-five (185) days. Each teacher who is assigned to one of the participating school districts will follow the calendar of that district, including any modifications in their calendar resulting from the rescheduling of days. If that calendar is for less than one hundred eighty-five (185) days, then the teacher will work those days immediately prior to the beginning of the school year.

ARTICLE VII

SURVEY, POSTING & TRANSFER

A. Survey of Intentions

All professional employees shall participate in the Survey of Intentions of Employment for the ensuing school years. The proper form shall be distributed to all staff members in approximately the second week of February and returned no later than two (2) weeks after distribution. This survey is not a Request for Transfer.

B. Posting of Vacancies

A "vacancy" is a position that is determined by the Board to be available to be filled. Vacancies shall be filled based on the needs of the SSU. In the case of recall from RIF, the position available, if any, is that position that may be available after the procedures here outlined have been concluded.

1. Any vacancy throughout the school year shall be posted for a period of ten (10) weekdays that are not legal holidays. The posting of a vacancy shall include the position title, qualifications for the vacancy and date of the posting.
2. In the event that vacancies occur between the end of the school year and August 1st, notice of such vacancy shall be posted at the SSU administrative office and the Superintendent's office of the participating districts and on the website.
3. The posting will be faxed/mailed/e-mailed to each Superintendent and the Union President.

C. Voluntary Transfers

1. Any teacher will be considered for transfer if he/she responds, in writing to the Executive Director, within five (5) days of the posting of the position.

2. The Executive Director, or his designee, shall acknowledge receipt of any request for transfer.
3. Teachers within the unit who apply for a transfer to a specific position shall be granted an opportunity to interview for the position.
4. In all instances of voluntary transfer, the criteria to be considered in making the decisions shall be as follows:
 - Proper certification for the classification
 - Years of experience in SSU
 - Evaluations of prior performance
 - Level of training – graduate credits
 - Best interests of the student
 - Compliance with orders of state agencies or courts of competent jurisdiction
5. No assignments of new teachers to specific positions in the corporation shall be made until all pending transfer requests have been considered.
6. The teacher shall have the right to ask for and receive reason(s) as to why the transfer request was not granted. Such request shall be in writing and made to the Executive Director.

D. Involuntary Transfers

The procedures governing involuntary transfers are as follows:

1. When involuntary transfers are necessary, a teacher who is affected shall be notified, in writing, by the Executive Director.
2. In all instances of involuntary transfer, the criteria to be considered in making the decisions shall be as follows:
 - Proper certification for the classification.
 - Years of experience in SSU
 - Evaluations of prior performance.
 - Prior experience in the classification.
 - Level of training – graduate credits.
 - Best interests of the Student.
 - Compliance with orders of state agencies or courts of competent jurisdiction.
3. The teacher shall have the right to ask for and receive reason(s) as to why the transfer was made. Such request shall be in writing and made to the Executive Director.

ARTICLE VIII

LEAVES

A. Leave

Each full-time teacher shall have added to his leave account, on the first day of the school year a total of fourteen (14) days for which the teacher may be absent for personal illness, personal medical or dental appointments, family illness, or personal business without loss of compensation. Leave days shall neither immediately precede nor immediately follow a school recess or vacation period which results in an extension of such period, provided, however, that this provision shall not prohibit legitimate use of such days at said time.

1. Unused leave shall accumulate from year to year to a maximum of 120 days. The leave accumulation limitation will be applied at the end of each school year. At the start of each school year a teacher will have their accumulation up to a maximum and any annual leave entitlement for that school year. At the end of any school year in which a teacher's leave accumulation has exceeded the maximum as defined above, that excess accumulation shall be designated as annual buy back days and will be compensated at the rate of \$65.00 for each day in excess of the maximum. Such compensation for the annual buy back days shall be paid to the teacher's 401(a) account.
2. Leave may be taken in one-half (1/2) day units.
3. If more than three (3) consecutive days are used, a doctor's slip must be provided by the teacher.

B. Death in Immediate Family

In the case of death in the immediately family of a teacher, the teacher is entitled to be absent without loss of compensation for a period extending not more than five (5) consecutive work days within twenty (20) calendar days beyond such death.

1. School holidays falling in this period shall be counted as calendar days.
2. "Immediate family" is interpreted as including only grandparent, grandchild, and by blood or marriage, parents, siblings, spouse, child, niece, or nephew or any other person residing as a member of the teacher's household at the time of death.

C. Death in Family

1. In the case of the death of an uncle, aunt, or a first cousin, not living in the household of the teacher, the teacher is entitled to be absent one (1) day without loss of compensation to attend in person the last burial rites of the stated family member.
2. School holidays falling in this period shall be counted a calendar days.

D. Jury Duty

A teacher called for grand or petit jury duty shall be paid full regular salary during the required period of absence from assigned duties by the Board, provided the total amount of per diem allowance earned by such teacher is remitted to the Special Services Unit business office. Reimbursement for court-incurred expenses shall not be considered as a part of the per diem.

E. Temporary Disability

A temporary disability leave of absence shall be granted to teachers of this Special Services Unit on the following basis:

1. Application of Provisions

- a. This provision shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration, including major surgery, pregnancy, childbirth, illness, or injury.
- b. In case of a temporary disability caused by pregnancy, said teacher is entitled to a leave of absence any time between commencement of her pregnancy and one (1) year following the birth of the child, provided said teacher submits with the timely notice as provided herein, a physician' statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. If said teacher elects to utilize her leave and said leave is exhausted during her temporary disability caused by pregnancy, said teacher may be absent without pay subject to all other provisions contained herein.

2. Notification

After determination that such leave is imminent, the teacher shall give timely notice to the Office of the Executive Director, in writing, of the anticipated date he wishes to commence said leave of absence and anticipated date of return.

3. General Provisions Covering Said Leaves Are As Follows:

- a. The Board reserves the right to require a written statement from the teacher's physician attesting to the teacher's ability to return to employment and resume the full schedule of the duties and responsibilities of his position and assignments.
- b. If said teacher desires to continue his duty assignment prior to the commencement of said leave, such notice shall include a written statement from his physician attesting to the teacher's ability to continue performing the full schedule of the duties and responsibilities of his position and assignments. The teacher will be permitted to continue on full active duty until such date, provided he does perform the full duties and responsibilities of his position and assignments and provides from time to time upon request of the Board, additional certification from his physician of his full ability to continue performing the full schedule of the duties and responsibilities of his position and assignments.
- c. Said teacher may elect to utilize his accumulated leave during his period of temporary physical disability provided a physician's statement and certification of physical disability is submitted to the Office of the Executive Director for any said temporary disability absence of more than ten (10) consecutive days. While on said leave, leave days will be paid only for the number of assigned duty days the teacher is absent which occur during the current contract term, for which a physician certifies said teacher to be physically disabled, limited to the extent of the number of leave days accumulated by the teacher at the time said leave commences.
- d. In all cases the Board reserves the right to require an examination by a physician(s) other than the teacher's regular physician, selected by the teacher subject to prior Board approval, to determine the teacher's fitness (1) to continue performing the full schedule of the duties and responsibilities of his position and assignments, and/or (2) to return to employment and resume the full performance of the duties and responsibilities to which he may be assigned. The cost of such examination shall be borne by the Board.
- e. If said leave extends beyond the first day of May of any year, the granting of said leave by the Board shall not prevent the Board from serving notice to said teacher on or before May 1st that said teacher's contract will not be renewed, nor will the granting of said leave prevent the Board from invoking, initiating, and utilizing the procedures established by law for the cancellation of any indefinite contract with a permanent teacher.
- f. Except as is provided in Paragraph 1 (b) herein, no leave under this provision shall be granted for a period exceeding one (1) year.

F. Leave of Absence

1. A leave of absence, without pay or benefits, may be granted to a teacher for a period of up to one (1) year. Such leave may be granted for such purposes as sabbatical leave, disability leave, family illness leave, paternity leave, child-rearing, adoptive leave, or any reason determined by the board to be in the best interest of SSU and/or the teacher.
2. Prior to the expiration of such leave the teacher shall give written notice to the Office of the Executive Director that he intends to return to employment as follows:
 - a. If the leave expires the day after the last day of the school year – such notice shall be given not later than June 15th;
 - b. If the leave expires during the school year – such notice shall be given not later than five (5) days prior to the expiration.
3. If said leave extends beyond the first day of May of any year, the granting of said leave by the Board shall not prevent the Board from serving notice to said teacher on or before May 1st that said teacher's contract will not be renewed, nor will the granting of said leave prevent the Board from invoking, initiating, and utilizing the procedures established by law for the cancellation of any indefinite contract with a permanent teacher.

G. Insurance While on Leave of Absence

If allowed by the insurance carrier, a full-time teacher on a Temporary Disability Leave (Section F) or a Leave of Absence (Section G) may choose to continue in the Special Services Unit's group insurance program(s) provided the teacher remits the full, total premium to the Special Services Unit business office prior to the due date each month.

H. Replacement of Teachers on Leave

Any teacher who is granted a leave of absence under the provisions of Section F or G for a period exceeding sixty (60) days shall be replaced by a teacher employed on a temporary Teacher's Contract as provided by statute.

I. Family Medical Leave Act (FMLA)

School employees shall have the right to both the appropriate family and medical leave and the appropriate designated benefits provided by the Family and Medical Leave Act (FMLA). Any provision of this Contract which restricts any mandatory leave and/or mandatory benefit(s) of the FMLA will not have any effect for any school employee who has a right to leave and/or benefit under the

Act. The school corporation may require the school employee to verify and/or certify any information which an employer may require under the FMLA, and it may further elect any option available to it under the Act for any leave or benefit for which a school employee qualifies for under the FMLA but for which the school employee is not entitled under the specific language of the Contract.

For record keeping purposes, the twelve (12) month period for FMLA shall be measured forward from the date any employee's first FMLA leave begins.

A teacher (1) who uses any paid leave available under this Collective Bargaining Agreement and (2) who also qualifies for FMLA leave will have such leave deducted concurrently from the leave to which they are entitled under the FMLA unless the teacher specifically requests in writing that the leaves not run concurrently. The teacher may elect to have the FMLA leave run separately commencing before the paid/unpaid leave begins, after the exhaustion of the paid/unpaid leave, or at any point in-between.

The SSU will not seek reimbursement from teachers who do not return from leave granted under this Section.

J. Adoptive Leave

A teacher who legally adopts a child shall be granted five (5) days of leave without loss of compensation either after the child is placed in the teacher's home or during the adoption process.

ARTICLE IX

COMPENSATION

A. Salary

It is agreed by the parties that the annual salary of each teacher shall be determined from the salary schedule, attached hereto as Appendix A, according to the teacher's training and experience, as hereafter defined.

B. Experience Credit

Except for Subsection 3 below, the provisions of this Section shall apply only to teachers who are employed after September 17, 1991.

Each teacher shall receive one (1) year experience credit on the salary schedule as follows:

- (1) Year of teaching in any accredited public school (120 day minimum) other than this corporation.

- (2) Year (120 day minimum) under a Regular or Temporary Teachers Contract in this corporation.
- (3) A teacher working 60 through 119 days on a Regular or Temporary Teachers Contract shall be credited with a one-half credit toward a full year. A combination of two one-half years will give the teacher credit for a full year's credit on the salary schedule. That credit will be effective at the beginning of the next school year.
- (4) Year of military service or military service combined with teaching, not to exceed four (4) years. One year is to be defined to be any period of eight months occurring between July 1 and June 1.
- (5) Year (120 day minimum) of service in teaching in any K-12 school funded or maintained by the U.S. Government.
- (6) Year (120 days minimum) of teaching in any private or parochial school accredited by the duly authorized state agency of this or any other State.
- (7) Each teacher may receive credit, at the discretion of the Executive Director for a Year (120 day minimum) of teaching experience in any publicly supported college or university accredited by a nationally recognized accrediting association.

C. Additional Training

In order to qualify for the additional training lane(s), in all cases all credit hours must be earned from an institution accredited by one of the six regional accrediting agencies (New England, Middle States, North Central, Northwest, Southern, and Western) and approved by the Indiana Department of Education.

1. Teachers expecting to qualify for the Bachelors plus 15 hours, Masters, Masters plus 30 hours or Doctorate Degree additional lane(s) must make application to the Office of the Executive Director not later than July 1 each year. Transcripts of credits must be submitted for evaluation by said Office.
2. In order to qualify for the Masters plus 30 hours or Doctorate Degree additional training lane(s), a teacher must have the appropriate total number of semester hours of credit earned in addition to completion of a Masters degree and these additional hours must meet one of the following criteria:
 - a. Be all graduate hours taken on an approved Doctoral or Specialist Degree program, or
 - b. At least half of the hours must be in the field in which the teacher is licensed and all must be graduate credit, unless written approval for

undergraduate credit is granted in advance by the Executive Director.

3. For the Masters plus 30 hours, a teacher must have completed 30 hours beyond a Masters Degree requiring up to 36 hours. In Masters programs requiring more than 36 hours, the 37th hour becomes the first hour of the 30 hours in addition to the Masters.

4. **Salary Adjustments**

Teachers expecting to change their salary classification due to additional training shall notify the Office of the Executive Director, in writing, not later than July 1 in the year preceding such change. Final verification, substantiated by official transcript, shall be supplied not later than October 15 of the next school year for beginning year changes and February 1 of the next school year for mid-year changes.

- a. The Office of the Executive Director will survey the teachers prior to the end of the school year for anticipated lane changes for the subsequent school year. Return of said survey shall constitute notification to the Office of the executive Director as required herein. Failure of the Office of the Executive Director to distribute said survey or of a teacher to respond shall in no way relieve the individual teacher of the obligation to given written notice prior to July 1 as provided herein.
- b. Changes in salary lane classification will be made at the beginning of either semester as hereinabove provided, with salary adjustment, upon substantiation of qualification, retroactive to the beginning of the same semester.

- D. **Teachers Retirement Fund**

The parties agree that the normal salaries provided in Appendix A include the employee contribution to the Indiana State Teachers Retirement Fund (ISTRF). The employer shall pay the employee's share according to the following procedure.

1. The appropriate salary of each teacher will be decreased an amount equal to the employee's contribution to the ISTRF and the resulting amount will be the teacher's contract salary.
2. The employer will transmit to the ISTRF the amount of the employee's contribution and have it credited to the teacher.

- E. **Interim Social Security Bridge Benefit**

To qualify for this benefit all of the following requirements must be met:

1. Must have completed not less than 15 years teaching service in the Special Services Unit and/or its components prior to formation;
2. Age 55 by December 31st of the calendar year in which the teacher retires;
3. Permanent retirement must be evidenced either through personal affidavit or by application for retirement benefits made to the Indiana State Teachers Retirement Fund;
4. A letter must have been submitted by March 1 of the year of retirement to the Office of the Executive Director notifying that Office of intended retirement, provided, however, that said notification date may be waived by the Board in case of retirement due to teacher's disability. The Board may require medical certification by a physician to substantiate such claim of disability.
5. Retirements shall begin only at the end of the school year.

Teachers who meet the above requirements will receive Four Thousand Five Hundred Dollars (\$4,500.00) per year paid through the Section 125 plan until the earlier of the following:

1. Until the teacher qualifies for partial social security entitlement benefits;
2. Death of the teacher;
3. Seven annual payments.

The intent of the parties in negotiating and adding this provision to the Collective Bargaining Agreement was to provide an interim benefit for teachers near retirement who would not receive the tax deferral compensation over a significant number of years from the Retirement Supplement Plan set forth in Section F below. Therefore, this provision will not be modified in the future and will be phased out as follows:

1. The annual benefit will be reduced by twenty-five percent (25%) for those teachers retiring after the 2007-2008 school year;
2. The annual benefit will be reduced by 50% for those teachers retiring at the end of the 2009-2010 school year.
3. The annual benefit will be reduced by 75% for those teachers retiring at the end of the 2011-2012 school year;

4. The annual benefit will be eliminated after the 2013-2014 school year.

This section shall be in full force and effect from August 12, 2001 through July 31, 2014.

F. Teacher's Supplemental Retirement Plan

The Board shall provide a 401(a) and/or 403(b) retirement plan for teachers to be known as the Madison Area SSU Teacher's Supplemental Retirement Plan. Effective with the 2001-2002 school year, the Board shall match up to one-half percent (.5%) of the teacher's contract salary amount (excluding the Board paid ISTRF) as set forth in Appendix A.

Effective with the 2002-2003 school year, the Board shall match up to one percent (1%) of the teacher's contract salary amount (excluding the Board paid ISTRF) as set forth in Appendix A.

As part of the P.L. 217 bargaining process, the parties will bargain changes to the salary schedule in future years commencing with the 2003-2004 school year. The Board and the Federation agree that after reaching agreement in the following year, one-half percent (.5%) will be backed out and diverted to the Madison Area SSU Supplemental Retirement Plan for each of the school years 2003-2004, 2004-2005, and 2005-2006 so that with the 2005-2006 school year the Board will be contributing two and one-half percent (2.5%) matching contribution (based on the teacher's contract salary amount, excluding the Board paid ISTRF, as set forth in Appendix A) to the Supplemental Retirement Plan.

The Board will match by contribution, two dollars (\$2.00) as an employer contribution to the Madison Area SSU Teacher's Supplemental Retirement Plan for every one dollar (\$1.00) the teacher elects to contribute, up to the following maximums:

1. For the 2001-2002 school year, one-half percent (.5%).
2. For the 2002-2003 school year, one percent (1%).
3. For the 2003-2004 school year, one and one-half percent (1.5%).
4. For the 2004-2005 school year, two percent (2%).
5. For the 2005-2006 school year, two and one-half percent (2.5%).
6. Effective for the 2006-2007 school year and thereafter, three percent (3%).

These percent maximums will be based on the teacher contract salary amount (excluding the Board paid ISTRF) as set forth in Appendix A.

G. Mileage

Reimbursement for authorized travel shall be at the per mile rate allowed by the Internal Revenue Service (IRS).

H. I.R.S. Sec. 125

A committee shall be formed of Union members and administrators to monitor the Sec. 125 flexible benefits plan. The plan and/or the company may be changed only by mutual agreement of the parties.

ARTICLE X

INSURANCE

A. Medical Insurance

1. The amount specified below, limited however to the cost of the applicable premium, will be paid by the Board toward the cost of hospital, surgical, and medical care type insurance, including major medical, for each full-time teacher employed under regular contract and enrolled in the Special Services Unit's group medical plan, with the teacher paying not less than one dollar (\$1.00) per year.

Maximum Board Payment Per Teacher:

Board Payment Per Teacher for the 2011-2012 school year:

- | | | |
|----|--------------------------|---------------------|
| a. | Employee Single Coverage | \$3900.83 Per Year* |
| b. | Family Coverage | \$8500.59 Per Year* |

*Or state maximum if less than this amount.

2. Should either the state or federal government pass legislation mandating all employees to participate in a national or statewide health plan, it is agreed by the parties to this agreement that the employer contributions for the employee's health care that were negotiated into the agreement prior to the passage of such state or federal law, shall continue to be a part of this agreement, but they shall, upon the effective date mandating participation in such state or federal law, first be applied to the premium cost of such plan. If any monies remain from the amount agreed to in this agreement, the parties shall meet to negotiate the distribution of any such excess funds.

B. Term Life Insurance

The Board will provide Term Life Insurance in the amount of \$50,000.00 coverage per full-time teacher employed under regular contract and enrolled in the Special Services Unit's group term insurance plan, with the teacher paying not less than one dollar (\$1.00) per year.

C. Long-Term Disability Insurance

The amount specified below, limited however to the cost of the applicable premium, will be paid by the Board toward the cost of long-term disability insurance for each full-time teacher employed under regular contract and enrolled in the Special Service Unit's group LTD plan, with the teacher paying not less than one dollar (\$1.00) per year.

Maximum Board Payment Per Teacher: \$300.00 per year.

D. Insurance During Retirement

If allowed by the insurance carrier, a full-time teacher who permanently retires from teaching may choose to continue in the Special Services Unit's group insurance program(s) until age sixty-five (65), provided the teacher remits the full, total premium to the Special Services Unit business office prior to the due date each month.

E. Change of Carriers

Neither the benefits nor the carriers of any of the plans contained herein may be changed without the written mutual agreement of the parties.

ARTICLE XI

GRIEVANCE PROCEDURE

This Grievance Procedure, hereinafter referred to as "Procedure", stipulates the conditions under and the procedures by which grievances alleged by certain teachers as defined in this Contract shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances; but such grievances shall be submitted to the following grievance procedures.

A. Definitions

As used in this Procedure:

1. "grievance" means, and shall be limited to, an alleged violation of an express Article or Section of this written Contract, except where such Article or Section is exempt from this Procedure;
2. "Executive Director" means the chief administrative officer of the Special Services Unit, or any person(s) designated by him to act in his behalf in dealing with employees;
3. "grievant" means the teacher or teachers directly affected by the alleged violation making the claim, or the Federation;
4. "days" means calendar days;
5. "immediate supervisor" means the administrator or supervisor who is immediately responsible for the teacher in a given program, building, or unit of the Special Services Unit as designed by the Executive Director.

B. Structure

1. Nothing herein contained shall be construed as limiting the right of any teacher having a complaint to proceed independently of this Procedure.
2. The grievant may choose to be represented by the Union at all levels of the Procedure, limited, however, to a total of two (2) such representatives.
3. There shall be no additional evidence, material, allegation, or remedy submitted by the grievant or his representative during the grievance process, once a formal grievance has been filed at Formal Level Two.

C. Procedure

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and Board.

1. Informal Grievance

Within thirty (30) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to his immediate supervisor, or his designee, by meeting with him individually in an informal manner during non-teaching hours. The grievant may be accompanied by a representative as provided herein, provided his immediate supervisor is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s).

Within seven (7) days after presentation of the grievance, the immediate supervisor, or his designee, shall give his answer orally to the grievant.

2. Formal Grievance

a. Level One.

Within seven (7) days of the oral answer, if the grievance is not resolved, it must be filed by the grievant with the immediate supervisor, or his designee, in writing, signed by the grievant and the Federation on the appropriate grievance form. The written grievance shall name the teacher(s) involved, shall state the facts giving rise to the grievance, shall identify by specific reference all express Articles or Sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said Articles or Sections, and shall indicate specific relief request.

Within seven (7) days after receiving the written grievance, the immediate supervisor, or his designee, shall communicate his answer in writing to the grievant.

b. Level Two.

In the event that the grievance is not resolved at Level One the grievant may appeal the decision to Level Two provided said appeal is filed with the Executive Director within ten (10) days of receipt of the written answer at Level One. The appeal shall include a copy of all materials and evidence previously submitted and a copy, at the same time, shall be given to the immediate supervisor involved.

The grievant shall submit the written claim, signed by him, to the Executive Director. Within ten (10) days from the receipt of the grievance the Executive Director shall render a written decision to the grievant as to the resolution of the grievance. The Executive Director shall hold a meeting with the grievant prior to the rendering of the written decision, and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the Executive Director determines further investigation is necessary.

c. Level Three.

In the event the grievance is not resolved at Level Two the grievant may submit the grievance to the Board provided the grievant files said written appeal with the Board within seven (7) days of the receipt of the Executive Director's written answer. Within thirty (30) days from receipt of the grievance, the Board shall hold a hearing

to consider and finally rule on the disposition of the grievance. Such decision shall be communicated to the grievant, in writing, within five (5) days.

D. Miscellaneous

1. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
3. All necessary forms for grievance procedures set forth in this Procedure are attached here as Appendix B.
4. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said time limits be extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.
5. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held during non-teaching hours unless otherwise directed by the Board.
6. No teacher shall use this Procedure to appeal any decision by the Board or administration for which there is another remedial procedure or forum established by law or by regulation having the force of law.
7. No teacher shall use this Procedure to appeal any decision by the Board or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
8. Teachers shall follow all written and oral directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the teacher's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
9. A grievance shall be processed in accordance with the Grievance Procedure in effect at the time the alleged violation occurred.
10. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

11. The grievant(s) may not have present nor be represented by any employee organization or its representatives or counsel other than the Federation.
12. The Federation may withdraw any grievance at its sole discretion at any time.

ARTICLE XII

MISCELLANEOUS

A. Benefits Prorated

Teacher benefits are based on a “full-time” employee status for a full day/year of employment. “Full day” means not less than five (5) hours per day. “Full year” means not less than 120 days during the school year. When a staff member will not be working a full day/year, the benefits are prorated accordingly. However, a teacher must work a minimum of twenty-five (25) hours per week in order to be enrolled in the group insurance plan(s).

B. Severability

If any Article or Section of this Contract or of any right thereto shall be held invalid by a court of competent jurisdiction, that section or Article shall not be effective to the extent that the provision has been declared invalid. The remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby, and the parties agree to come together within fourteen (14) days to renegotiate the provision to bring it into compliance with the order of this court.

C. Entire Agreement

This Contract supersedes and cancels all previous contracts or agreements, verbal or written, between the Board and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

D. Waiver

All bargaining issues have been discussed during the bargaining leading to this Contract, and no additional bargaining on said issues will be conducted on any item, whether contained herein or not, during the life of this Contract, unless the

parties, by supplemental written agreement hereto, agree to conduct additional bargaining on said issues.

ARTICLE XIII

TERM AND GENERAL PROVISIONS

A. Term

This Contract shall be effective as of August 1, 2011, and shall continue in effect through July 31, 2017, with the exception of those provisions which specifically go into effect and/or expire by their terms at such other dates. This Contract allows for reopeners on salary and insurance. This Contract is considered completed for the term of the Contract.

B. Attest

This Contract is made and entered into at Madison, Indiana, on this 1st day of August, 2011 by and between the Board of Directors of the Madison Area Educational Special Services Unit, County of Jefferson, State of Indiana, party of the first part, hereto referred to as the "Board", and the Special Services Unit Federation of Teachers, Local 4195, AFT, AFL-CIO, party of the second part, heretofore referred to as the "Union".

This Contract is so attested to by the parties whose signatures appear below:

Board of Directors of the
Madison Area Educational
Special Services Unit

Special Services Unit
Federation of Teachers,
Local 4195, AFT, AFL-CIO

Stu Teys
President

Elizabeth Thompson
Secretary

Chief Negotiator

Julie A. Lichlyter
President

Becky Schandling
Chief Negotiator

Sharon R. Hansel
Team Member

Diana Gow
Team Member

Edna Curl
Team Member

Kathy H. Keeler
Team Member

Team Member

Team Member

APPENDIX A-1
Salary and Wage
Salary Schedule

Madison Area Educational Special Services Unit

185 Days

Effective 2013-2014

Yrs Exp	Bachelors		Bachelors + 15 Graduate Semester Hours		Masters		Masters + 30 Graduate Semester Hours		Doctorate	
	Teacher Contract Amount	Amount With Board Paid ISTRF	Teacher Contract Amount	Amount With Board Paid ISTRF	Teacher Contract Amount	Amount With Board Paid ISTRF	Teacher Contract Amount	Amount With Board Paid ISTRF	Teacher Contract Amount	Amount With Board Paid ISTRF
0	34,414	35,446	35,163	36,218	38,515	39,671	41,498	42,743	44,480	45,814
1	35,361	36,422	36,107	37,190	39,684	40,874	42,663	43,943	45,649	47,019
2	36,302	37,391	37,048	38,160	40,849	42,074	43,831	45,146	46,816	48,221
3	37,252	38,370	37,995	39,135	42,020	43,281	45,001	46,352	47,984	49,423
4	38,195	39,340	38,937	40,105	43,186	44,481	46,168	47,553	49,152	50,627
5	39,138	40,312	39,882	41,078	44,357	45,688	47,337	48,757	50,319	51,828
6	40,082	41,285	40,828	42,053	45,524	46,889	48,507	49,963	51,487	53,031
7	41,026	42,258	41,774	43,028	46,691	48,091	49,672	51,162	52,653	54,233
8	41,972	43,231	42,716	43,997	47,859	49,296	50,840	52,365	53,822	55,437
9	42,912	44,200	43,662	44,972	49,025	50,496	52,008	53,568	54,988	56,638
10	43,860	45,176	44,604	45,942	50,194	51,700	53,177	54,772	56,159	57,844
11	44,807	46,151	45,549	46,916	51,360	52,901	54,343	55,973	57,324	59,044
12	45,755	47,128	46,493	47,887	52,532	54,108	55,511	57,177	58,494	60,248
13			47,438	48,861	53,697	55,307	56,678	58,379	59,662	61,452
14			48,382	49,833	54,867	56,513	57,843	59,578	60,829	62,654
15					56,035	57,716	59,017	60,788	62,001	63,861
16					57,202	58,917	60,184	61,989	63,167	65,062
17					58,386	60,137	61,353	63,194	64,334	66,264
18					59,539	61,325	62,520	64,396	65,499	67,464
19					60,703	62,524	63,689	65,599	66,668	68,668
20					61,875	63,732	64,853	66,798	67,833	69,868

LONGEVITY STEP: BEGINNING WITH STEP 21, \$800.00 ABOVE THE AMOUNT SPECIFIED IN STEP 20
BEGINNING WITH STEP 25, ADDITIONAL \$1,000.00

In addition to the regular salary amount specified on this schedule, a Unit Leader, a Psychometrist or school Psychologist I receives a stipend of \$600 for extra duty.

APPENDIX B
MADISON AREA EDUCATIONAL SPECIAL SERVICES UNIT

GRIEVANCE FORM

Level 1 (Informal)

Date of occurrence of grievance/complaint: _____
Date of informal discussion: _____

Formal Level

Level 2:

Statement of the grievance (including the provision of the Master Agreement which has been violated, misinterpreted, or misapplied):

Relief sought: _____

Signature of Grievant(s): _____

Date submitted: _____

Hearing Date: _____

Signature of Federation President (or designee): _____

Response of Administrator:

Administrator: _____

Date issued: _____

Level 3:

Grievant: _____ Date submitted: _____

Hearing Date: _____

Response of Executive Director:

Executive Director: _____ Date issued: _____

Level 4:

Grievant: _____ Date submitted: _____

Hearing Date: _____

Response of Board:

Board: _____ Date issued: _____