

**MASTER AGREEMENT  
BETWEEN THE  
BOARD OF SCHOOL TRUSTEES OF THE  
RISING SUN-OHIO COUNTY  
COMMUNITY SCHOOL CORPORATION  
AND THE  
OHIO COUNTY CLASSROOM TEACHERS ASSOCIATION**

an affiliate of National Education Association  
Indiana State Teachers Association

2020-2021

## **PREAMBLE**

This Agreement is entered into by and between the Board of School Trustees of the Rising Sun-Ohio County Community School Corporation, hereinafter called the "Board", and the Ohio County Classroom Teachers Association, hereinafter called the "Association".

## **ARTICLE I - RECOGNITION**

The Board hereby recognizes the Association as the exclusive bargaining representative for all professional employees, as defined in I.C. 20-29-2-4, except for: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Athletic Directors, and Substitute Teachers. The term "teachers" or "certificated employee" when used hereinafter in this Agreement shall refer to all persons employed by Rising Sun-Ohio County Community School Corporation whose official assignment requires a teacher's license or permit issued by the State of Indiana, except those positions specifically excluded above.

## **ARTICLE II--Absences and Leave Policy**

### **I) SICK LEAVE**

- A) Each teacher shall be entitled to be absent from work on account of illness without loss of compensation for a total as follows:

Ten (10) days in each year of employment except the first year in the Rising Sun-Ohio County Community School Corporation. Eleven (11) days the first year of employment in the Rising Sun-Ohio County Community School Corporation.

- B) Unused Sick Leave days shall be allowed to accumulate to a total of one hundred eighty-two (182) days.

1) The days in excess of one hundred eighty-two (182) shall be compensated at the rate of \$60.00 per day. Such compensation shall be paid to the teacher's 403(b) account. These payments shall be made on or before June 30.

2) The sick leave calculation 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 the maximum and any additional leave entitlement for that school year.

3) If the corporation's contribution for unused sick days into a teacher's 403(b) account would cause the total contribution into the teacher's 403(b) account to exceed the maximum contribution allowed, that excess amount shall be deposited into the teacher's 401(a) account. Such contribution to the teacher's 401(a) account shall be made immediately after the calculations required by Article VI, Section M have been made.

- C) When a teacher begins employment in the Rising Sun-Ohio County Community School Corporation, the days of accumulated sick leave time earned in the

previous situation will be allowed each year beginning with the second year in the new school system. Three (3) days per year is permitted until all previously accrued days have been credited or until the maximum number of days had been accumulated.

- D) Sick leave accumulated by a teacher prior to a leave of absence and not used during that leave shall be credited to the teacher upon return.
- E) Teachers shall be given a written accounting of accumulated sick leave with each paycheck during the school year. The accounting so provided shall be on a two (2) week delay.

## II) PERSONAL LEAVE

- A) Each teacher will be granted two (2) days of personal leave during each school year of employment. Personal leave shall be granted on a full or half day basis.
- B) In the event that a unit member has one-half or more personal leave days unused at the end of a school year, such day(s) shall be transferred to personal leave for future use. In no case shall a teacher accumulate more than five (5) personal leave days. Any remaining unused personal day(s) beyond the transfer to personal leave usage shall be transferred to sick leave account of that individual and will become accumulative within the maximum accumulation stated in Section A of this Article.
- C) Teachers shall be given a written accounting of accumulated personal leave with each paycheck during the school year. The accounting so provided shall be on a two (2) week delay.

## III) STAFF DEVELOPMENT

The Board encourages teachers to visit other schools and teachers to gain better understanding of methods and as a means of in-service education. This provision permits a teacher three (3) days per year to visit other schools for the purpose of observing the work of an outstanding teacher or to attend a professional conference, meeting, or workshop, which is directly related to the teacher's assignment. Permission is to be obtained from both the principal and the Superintendent or his/her designee at least five (5) days prior to the effective date of the visitation.

## IV) BEREAVEMENT/FUNERAL LEAVE

- A) A teacher may be absent without loss of pay for a period of not more than five (5) consecutive working days within a seven (7) calendar day period for death in the immediate family. Immediate family is defined as by blood or marriage; husband

or wife, children, mother, father, mother-in-law, father-in-law, sister, brother, grandparents, grandchildren and any other member of the family unit living in the same household. The first day of the leave will be the day the death occurs (however, if employee worked the day the death occurs, leave will begin the following day.)

- B) One day of death leave with pay will be granted for the death of a relative not in the immediate family or any other close friend or neighbor. The Superintendent may approve additional day(s).
- C) The Superintendent may approve additional Bereavement Days.

V) MATERNITY LEAVE

A teacher returning from Maternity Leave shall be reinstated to a teaching position for which the teacher is certified or otherwise qualified under the rules of the state board.

- A) Any teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of her child, if she notifies the Superintendent of the School Corporation at least thirty (30) days before the date on which she desires to start the leave. She shall notify the Superintendent of the expected length of the leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable (Appendix D). However, in the case of a medical emergency caused by the pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from the attending physician.
- B) If the employee has the appropriate sick or personal leave days those will be taken simultaneously with the maternity leave.
- C) If a teacher returning from Maternity Leave desires to return sooner than the date of return set forth in the leave as granted by the Board, she shall notify the Superintendent, in writing, at least ten (10) calendar days prior to the desired date of early return. Such request shall be accompanied by a certification from the teacher's physician stating that the teacher is able to resume her teaching duties.

VI) COURT LEAVE

Time for teachers to make necessary appearances in court from activities relating to employment shall be consistent with Indiana statutes.

VII) JURY LEAVE

In the event that a teacher receives a school-related subpoena, said teacher should contact his/her building principal for further assistance.

VIII) ILLNESS IN FAMILY LEAVE

All professional personnel of the school corporation may use accumulated sick leave up to ten (10) days per year, with pay, not accumulative, in case of serious illness, major surgery, or serious accident involving a member of the teacher's family.

IX) ADOPTIVE LEAVE

- A) An Adoptive leave of up to one (1) year shall be granted a teacher who adopts a child. Notice of intent to take adoptive leave shall be given to the Superintendent at the time the teacher makes initial application. The leave shall commence when the teacher takes physical custody of the child, or earlier if necessary to meet the requirements of the adoptive agency.
- B) A teacher on adoptive leave shall not accept employment outside the corporation's employment unless approved by the Superintendent. In the event that a teacher does become so employed, the Superintendent may immediately terminate the adoptive leave and require the teacher to return to work. Failure by the teacher to comply shall constitute resignation from the corporation.
- C) The end of the leave shall be scheduled to coincide with a natural break in the school year, such as the end of a grading period, semester, or the school year.
- D) If the employee has the appropriate sick, family illness or personal leave days, those will be taken simultaneously with the adoptive leave.

X) SICK LEAVE BANK

The Rising Sun-Ohio County Community School Corporation and the Ohio County Classroom Teachers Association agree to the establishment of a sick leave bank (hereafter "Bank") under the following provisions:

- A) Membership in the Bank will be voluntary and open to all certified employees of the Rising Sun-Ohio County Community School Corporation. New employees, and those employees hired after the beginning of the school year shall have the opportunity to enter the program, providing the employee submits the proper authorization within sixty (60) calendar days of the first day of employment. Current employees may join the Bank within thirty (30) calendar days of the beginning of the school year by submitting the proper authorization form (Appendix F).
- B) Days placed in the Bank shall not be reclaimed. Unused days will be carried over to the next school year.
- C) Each participant shall contribute one (1) sick day each year. However, should the number of days in the Bank drop below twenty-five (25) days during the year,

each participant will be required to contribute one (1) additional day to the Bank to continue eligibility. This requirement is waived for any participant who does not have a sick or personal day available to contribute at the time the request is made. In such an instance, one (1) day shall be deducted from the following year's sick leave day's allowance. Voluntary Sick Bank Committee

- 1) The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the Rising Sun-Ohio County Community School Corporation will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations and decisions do not modify the agreement contained herein. This committee will be titled the "Voluntary Sick Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:
    - (a) Superintendent of Schools of the Rising Sun-Ohio County Community School Corporation or his/her designee.
    - (b) The Ohio County Classroom Teachers Association president or his/her designee.
    - (c) One Rising Sun-Ohio County Community School Corporation Business office or building level administrator. This member is to be appointed by the Superintendent of Schools of the Rising Sun-Ohio County Community School Corporation.
    - (d) Two bargaining unit members. These members are to be appointed by the Ohio County Classroom Teachers Association president. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle and secondary levels.
  - 2) Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
  - 3) One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Ohio County Classroom Teachers Association president will designate the chairperson prior to the first meeting of the SBC.
- D) Days granted from the Bank can only be used for extended illness or disability of only the participating member, and only after he/she has used three (3) uncompensated sick leave days. (The Sick Bank Committee will generally consider an extended illness one that involves ten (10) or more working days)
- E) Days granted will be reimbursed at the rate equal to the per diem rate of pay on the adopted salary schedule for the individual granted the days, the individual's daily rate.

- F) The Maximum dollar expenditure during the school year is \$10,000.00. When the maximum amount is reached at any time during the year, the Bank will cease to operate for the remainder of that period.
- G) Periodic reviews by the SBC of all bank use will be made. No use may extend more than fifteen (15) working days without approval of the SBC. After the fifteen (15) day review, the SBC reserves the right to change the percentage rate of payment specified in sub-section 6 of this section.
- H) Days granted from the Bank may not be granted for the period of disability when monies are paid to the employee under the Workmen's Compensation Law.
- I) Further, individuals shall be limited in their use of days from the Bank to the number of days he/she had accumulated at the time of application for membership in the Bank each year.
- J) Sick Bank days shall not be used during Summer School employment, normal pregnancy, or for family illness privileges granted in this Agreement.

K) APPEAL BOARD

- 1) An Appeal Board will be established composed of the following six (6) persons:
  - (a) The Superintendent of the Rising Sun-Ohio County School Corporation or his/her designee.
  - (b) The Association President or his/her designee.
  - (c) Four members will be appointed - two (2) each by the Superintendent of Schools and the Association President.
  - (d) No appointed member of the SBC may at the same time be member of the Appeal Board.
- 2) The Association President or his/her designee will act as chairperson of the Appeal Board.
- 3) If a request for the use of personal illness leave days is denied by the SBC, then the applicant may appeal the committee's decision to the Appeal Board within ten (10) working days after the denial. Any decision by the Appeal Board must be by a majority vote. A tie vote will automatically support the SBC decision. All decisions of the Appeal Board are final and binding.
- 4) The Appeal Board will rule on any appeal within ten (10) working days after the appeal is received in writing.

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

L) Members Agreement

- 1) A member shall be required to furnish a medical report from a licensed physician at any time before or during the time of use of the Leave Bank. The medical report will be at the member's expense. The SBC will review each case as required. The SBC reserves the right, if necessary, to limit the number of days granted.
- 2) In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing substantially as follows:  
"I specifically acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the event of an appeal, the Appeal Board and that all decisions of the Sick Bank Committee will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Rising Sun-Ohio County School Corporation and the Ohio County Classroom Teachers Association, the Sick Bank Committee, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."
- 3) When an employee donates days to the Bank, he agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.

XI) FAMILY AND MEDICAL LEAVE

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). Such leave(s), if applicable, shall be taken concurrently. 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. If the employee has the appropriate personal leave, sick leave or family illness days, etc., those will be taken simultaneously with the FMLA days.

XII) ASSOCIATION LEAVE

The Association President, or the President's designee(s), shall be entitled to a total of three (3) leave days each year to conduct Association business without loss of compensation or benefits.

**ARTICLE III-GRIEVANCE PROCEDURE**

I) Definition

- A) A "grievance" is a claim by a teacher that there has been a violation, misinterpretation or misapplication of any provision of this Agreement; or any rule, order, or regulation of the Board; State Law or regulation; the individual teacher contract; or the supplemental teacher contract may be processed as a grievance as hereinafter provided.
- B) A "working Day" is defined as any day in the adopted school calendar, including any make-up days. After the last day of the adopted school calendar, a "working day" is defined as any day that the office of the Superintendent of Schools is open.

II) Procedure

A) Step One

Within twenty (20) working days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance to the Building Principal orally during non-teaching hours. Within three (3) working days after presentation of the grievance, the Building Principal shall orally answer the grievance.

B) Step Two

- 1) Within three (3) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the Building Principal in the form set forth in Appendix C.
- 2) The grievance shall (1) name the employee involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this Agreement alleged to be violated, (4) state the contention of the grievant with respect to the grievance, and, (5) indicate the specific relief requested.
- 3) Within five (5) working days after receiving the written grievance, the Building Principal shall communicate his answer, in writing, to the grievant.

C) Step Three

- 1) If the grievance is not resolved in Step Two, the grievant may, within five (5) working days of receipt of the Principal's answer, appeal to the Superintendent by filing the grievance and the Principal's answer, along with any written response of the grievant to the answer of the Principal, with the office of the Superintendent, which shall receipt therefore.
- 2) The Superintendent, or his/her designated representative, shall give the grievant an answer in writing, no later than ten (10) working days after receipt of any grievance properly filed with the Superintendent's office.

#### D) Step Four

- 1) Within ten (10) working days after receiving the decision of the superintendent, an appeal from the decision may be made at a regular or special meeting of the board and render its decision in writing to the grievant.
- 2) The Board may not consider any material, allegation or remedy that was not presented in Step Three.

### III) Hearings

- A) Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.
- B) Requests for transcripts or recordings of any such hearing under Step Four may be made by either the grievant or the Board. The party making such request shall assume the costs of same and both parties shall share the cost equally where a joint request is made.

### IV) Time Limits

- A) Time limits herein may be extended only by mutual agreement, signed by the parties.
- B) If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- C) Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.
- D) Any grievance not presented in Step One within ten (10) working days of the time the grievant knew or reasonably should have known of the grievance, or any grievance not submitted in writing in Step Two within six (6) working days of its submission in Step One, shall be deemed waived and shall not be processed.

V) State and Federal Law

- A) Nothing contained herein shall deny to any teacher rights under State or Federal Constitutions and Laws.
- B) No employee may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew such employee's contract.
- C) No employee shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.

VI) Miscellaneous

- A) The grievant may have a representative of the Association present at each step of the Grievance Procedure.
- B) 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 evaluations or consideration of awarding any professional advantage to such teacher.
- C) The Association may submit a class action grievance, as heretofore defined. If such grievance is limited to one (1) school building, the grievance shall be submitted to the Building Principal according to Steps One and Two. Otherwise, such grievance shall be submitted beginning at Step Three.

**ARTICLE IV-COMPENSATION**

I) Salary Schedule

- A) The Basic Salary for teachers employed by the Corporation prior to the 2020-2021 school year is the amount of the Basic Salary in the 2019-2020 school year plus any additional added to the base compensation as determined by the applicable compensation plan attached to this agreement as Appendix A.
- B) All new certified teachers shall receive a base salary of not less than \$35,833 within the salary range, which is comparable to a current teacher with the same experience and education. If no current teacher exists, the newly hired teacher will receive a base salary based on the average of current teachers with the same experience and education within the salary range. If there are no similarities between current teachers, the Superintendent and the Association will discuss the compensation of the newly hired teacher within the salary range.

- C) The Corporation shall pay the three percent (3%) teacher contribution to the Indiana State Teachers Retirement Fund (ISTRF) on all compensation earned by a bargaining unit member. Such payment is to be made over and above the salaries reflected in the individual contract(s).
- D) Rising Sun-Ohio County Community Schools will not enter into any agreement that would place the School Corporation in a position of deficit financing due to a reduction in the School's actual general fund revenue or an increase in the School Corporation's expenditures when the expenditures exceed the School Corporation's current year actual general fund revenue. In accordance with State law, a contract that provides for deficit financing is void to that extent, and an individual teacher's contract executed under the contract is void to that extent.
- E) A teacher rated ineffective or improvement necessary is not eligible for a salary increase except for those eligible per IC 20-28-9-1.5(d). Raises will be based on successful Rising Sun-Ohio County School Corporation evaluations. Any amount they would have received will be redistributed to the pool of money used to fund the teachers receiving salary increases.
- F) If a teacher completes a course of study and receives the proper certification, such teacher should notify the Superintendent in writing. All documents for educational moves must be submitted to the Superintendent. Note that Indiana Code Section 20-28-9-1.5(b)(1)(B) allows increases for education only for attainment of additional content area degrees or credit hours.
- G) Non-contracted Time Professional Development Reimbursement  
Teachers that are asked by an administrator to attend a professional development will be paid per day by the following:
  - 1-2 hours = \$25
  - 3-4 hours = \$50
  - 5-6 hours = \$75
  - 7+ hours = \$100

II) ECA Schedule

The 2020-2021 extra-curricular compensation is set forth in Appendix B.

III) Military Service Credit

- A) Full credit for military service, not to exceed four (4) years, will be allowed to all veterans who served in either combat or non-combat units and were honorably discharged. A year shall be defined as at least eight months of service taking place between August 1 and July 31.
- B) In order to receive above mentioned military experience credit, a teacher must enter such information on the employment application and provide proof of

service by having his or her military papers recorded in the superintendent's office within thirty (30) calendar days of his/her first day of work.

- C) This provision of the contract only applies to new hires of the School Corporation.
- IV) A teacher who is authorized to use his own automobile in pursuance of assigned School duties shall be reimbursed at the rate set by the I.R.S. and of effect on July 1. That rate shall remain unchanged during the next year. The President of the Association shall be advised, in writing, of the rate per mile and verification for such rate by July 1 of each year.
- V) Salaries will be paid in twenty-six bi-weekly pays in accordance with the following schedule of pay dates.

August 21, 2020	September 4, 2020	September 18, 2020
October 2, 2020	October 16, 2020	October 30, 2020
November 13, 2020	November 27, 2020	December 11, 2020
December 23, 2020	January 8, 2021	January 22, 2021
February 5, 2021	February 19, 2021	March 5, 2021
March 19, 2021	April 2, 2021	April 16, 2021
April 30, 2021	May 14, 2021	May 28, 2021
June 11, 2021	June 25, 2021	July 9, 2021
July 23, 2021	August 6, 2021	

- VI) The Board may grant payment of tuition, mileage and other approved costs for teachers to expand certification in areas not on their teacher license on the date of first employment.
- VII) Each request will be considered individually by the Board. All teachers who have completed fifteen (15) or more years of service in the Rising Sun-Ohio County Community Schools shall receive a payment of One Hundred Fifteen Dollars (\$115.00) for each year of service in the Rising Sun-Ohio County Community School Corporation upon termination of employment with the corporation, unless terminated for cause under Indiana Code. Compensation for years of service shall be paid into the teachers 403(b) account up to the maximum allowable limit within ten (ten) days of termination of employment. Any compensation above the limit shall be deposited into the teacher's 401(a) account after the calculations required by Article XIII, Section B have been made.
- VIII) If the Indiana Department of Education does not provide a stipend of at least \$600.00 for a mentor teacher, the School Corporation will pay the mentor \$600.00 or the difference between the State's stipend and \$600.00.

## ARTICLE V - FRINGE BENEFITS

- I) The school employer shall provide a group life insurance protection plan which shall pay the teacher's designated beneficiary the sum as follows:

\$70,000 for death and \$140,000 for accidental death.

The school employer shall pay all premiums except for one cent (.01).

Any new teacher at the beginning of the school year will have the period from the beginning of school until September 30 to enroll in the program. Any new teacher who joins the faculty after the beginning of the school year must apply for the program within thirty (30) days following his/her first day of contracted employment.

- II) Dental, vision, and health insurance plan as set forth in Appendix H G., payable monthly, at a cost to the Corporation as follows:

- A) 2020-2021 (effective December, 2020 premium)

- 1) Individual Coverage - \$490.00 per month.
- 2) Employee and Child(ren) Coverage - \$660.00 per month
- 3) Employee and Spouse Coverage - \$700.00 per month
- 4) Employee Family Coverage - \$800.00 per month

Each participating employee shall pay the difference between the total cost of the coverage selected and the Board's contribution.

\*In the event that the premium is less than the amount indicated, the difference is NOT due the employee.

In the case that HAS 2 Employee Single falls below the compliance of the Affordable Care Act, the corporation will add money to stay in compliance.

- III) Prior to 2005-06, two married full-time employees, both of whom are employed by the corporation, with eligible dependents, are limited to one family medical PPO. The Corporation shall pay 100% of the cost of the plan. Those employees who are currently receiving this benefit shall have this benefit grandfathered. Beginning with the 2005-2006 school year (except those employees covered by the above grandfathered language), two married full-time employees, both of whom are employed by the corporation with eligible dependents, will each receive the family allowance dollar amount (listed above) toward the purchase of a single family insurance plan up to but not exceeding the cost of the plan.

Prior to 2005-06, two married employees, both of who are employed by the corporation, without eligible dependents, are limited to two (2) Employee (Single) medical PPO. The corporation shall pay 100% of the cost of the plans. Those

employees who are currently receiving this benefit shall have this benefit grandfathered. Beginning with the 2005-2006 school year (except those employees covered by the grandfathered language), two married employees, both of whom are full-time employees with no eligible dependents, will each receive the employee and spouse allowance dollar amount (listed above) toward the purchase of an employee and spouse plan up to but not exceeding the cost of the plan.

Teachers electing not to participate in the program or those electing single membership rather than one with spouse and/or dependents will not be allowed compensation in lieu of the insurance premium.

- IV) The benefits provided through the medical insurance plan are detailed in the document titled "Southeastern Indiana School Insurance Consortium."
- V) When refunds by insurance companies are made on teacher related policies, such refunds shall be returned to corporation accounts and teachers who paid the premiums on a pro-rate basis.
- VI) American Fidelity, Forrest T. Jones, and VALIC companies are approved for the purpose of withholding salary for tax sheltered annuity programs. Teachers enrolled in another company during the school year prior to accepting employment will have their company accepted by the corporation. Acceptance of other companies will be a decision of the Board of School Trustees.
- VII) Forrest T. Jones and VALIC are approved to receive contributions to the 403(b) matching plan.

VALIC will become the exclusive recipient of the School Corporation's matching 401(a) contribution beginning with the 2010-2011 school contract year. This change of carrier will not impact funds already invested with Forrest T. Jones unless the individual teacher makes the decision to move his/her individual account to VALIC. There is no requirement that the teacher move any funds currently invested with Forrest T. Jones to the VALIC Account.

VIII) Section 125 Plan

- A) The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to bargaining unit members upon approval by the Internal Revenue Service. The teachers' salary schedule includes an amount not to exceed 50% of the individual's salary which may be set aside for a Section 125 Flexible Fringe Benefit Program.

\*The amount placed into this category is limited to IRS guidelines.

- B) The Board will pay the fee for the Trust Account, and all other fees will be paid by the participating employee(s).

- IX) Teachers who retire between the age of fifty (50), and the age he/she becomes eligible for Medicare, who have ten (10) years of service with this Corporation immediately prior to retirement, shall be allowed to participate in the group health insurance plan until he/she becomes eligible for Medicare.

Additionally, such qualifying teacher may maintain health insurance plan for his/her spouse until that spouse qualifies for Medicare, even though that qualifying teacher has previously qualified for Medicare and elected to discontinue medical insurance for himself/herself.

Retired teachers electing to exercise this option shall be required to pay the full monthly premiums, unless provided for elsewhere in this Agreement, for the type of coverage selected and shall have the premium payments into the Corporation's Business Office in advance of the Corporation's due date for submitting such premium payment to the insurance carrier.

- X) The school employer shall provide, to each participating employee, Long Term Disability insurance for each teacher as specified in Appendix E. payable monthly, at a cost to the Corporation as follows:
- A) One hundred percent (100%) of the premium up to a maximum rate of forty cents (\$0.40) per one thousand dollars (\$1,000.00) of compensation per month. The current insurance carrier of this LTD insurance plan shall continue during the term of this Agreement.

## **ARTICLE VI - RETIREMENT BENEFITS**

- I) Teachers in the Rising Sun-Ohio County Community School Corporation, upon retirement, in accordance with the statutes regulating retirement laws of the State of Indiana, shall receive additional compensation their last contractual year in the following manner:
- A) If participating in the Early Retirement Program -Seventy-five dollars (\$75.00) per accumulated sick leave days at the rate of 1:2 for the first 125 days and 1:1 for the remaining days.
- B) If NOT participating in the Early Retirement Program - Ninety dollars (\$90.00) per accumulated sick leave days at the rate of 1:2 for the first 125 days and 1:1 for the remaining days.
- II) Other provisions:
- A) To be eligible the teacher must have at least ten (10) years of teaching experience in the Rising Sun-Ohio County Community Schools.

- B) A teacher must be at least fifty (50) years of age to receive any corporation retirement benefits.
- C) Notice of intent to retire shall be submitted, in writing, to the office of the Superintendent at least sixty (60) days prior to the end of the school year at which time the employee wishes to retire.
- D) In the event an eligible teacher is unable to give the required notice of retirement and is forced to retire as a result of an accident or ill health, the Superintendent may waive the required notice of retirement and, if such waiver is granted, pay the retirement severance allowance by the appropriate adjustment of the teacher's current contract, if one exists.
- E) If requested by the Superintendent, the teacher shall be required to provide a physician's statement as to the extent of such injury or illness.
- F) All retirements must commence with the end of the school year unless waived by the Superintendent.
- G) A teacher electing to retire under this provision shall not be rehired by the corporation unless all monies received under this provision are returned.
- H) A school year is defined as up to and including June 30.
- I) If an eligible retiree (one who meets the requirements of Sections II (A), (B), & (C) of this Article) cannot fulfill a contractual obligation because of serious illness or accident, the retirement benefits shall be paid to the teacher or in the event of death to the heirs.
- J) Payment shall be made prior to July 1st.
- K) Permanent retirement must be evidenced and application for retirement benefits must have been made by the retiring teacher.
- L) 401(a)/403(b) Matching Annuity Plan
  - 1) The Board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certified employees. The Board shall also maintain a 403(b) Plan (hereinafter referred to as the "403(b) Plan") for all certified employees covered under this collective bargaining agreement. The 403(b) Plan will include provisions for pre-tax salary reduction contributions which will be matched by equal Board contributions to the 401(a) Plan. The maximum

contribution that will be made to the 401(a) Plan by the Board will be 2.75% of the Salary Schedule.

- 2) The contributions made by the certified employees and matched dollar for dollar by the Board shall be an amount which reflects the appropriate percent of the certified employee's base salary as set forth on the certified employee's teacher's Contract which corresponds to his or her placement on the Salary Schedule. The Corporation shall deposit contributions as provided herein on no less than a monthly basis into an individual account for each individual employee.
  - (a) Once contributions are made by the bargaining unit member and the Corporation into the account of that bargaining unit member, all assets of the accounts become the property of the bargaining unit member and, in the event of death of the bargaining unit member, go to his/her beneficiaries or estate.
- 3) The 401(a) Plan shall:
  - (a) Be subject to all applicable Internal Revenue regulations.
  - (b) Have no contract initiation fees charged to the employee.
  - (c) Have no administrative or Plan Document charge to the Board.
  - (d) Have a vendor selected by mutual agreement of the parties to this agreement.

**ARTICLE VII - TERM OF AGREEMENT**

This Agreement shall be effective on July 1,-2020, and shall continue in full force and effect through June 30, 2021.

Whenever any notice is required to be given either of the parties to this Agreement to the other party, either shall do so by registered letter at the following addresses:

If by the Association  
to the Board, at Administration Building  
110 S. Henrietta Street  
Rising Sun, Indiana 47040

If by the Board to  
to the Association, at Rising Sun High School  
210 S. Henrietta St.  
Rising Sun, Indiana 47040

This Agreement is made and entered into at Rising Sun, Indiana on this 10<sup>th</sup> day of November 2020 by and between the Board of School Trustees of the Rising Sun-Ohio County Community School Corporation, County of Ohio, State of Indiana, party of the first part, heretofore referred to as the Board and the Ohio County Classroom Teachers Association, affiliated with the Indiana State Teachers Association, party of the second part, heretofore referred to as the Association.

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

\_\_\_\_\_  
Branden Roeder, Superintendent

\_\_\_\_\_  
Kevin Smith, President  
Ohio County Classroom Teachers  
Association

\_\_\_\_\_  
Corey Potts, President  
Board of Trustees of the Rising Sun-  
Ohio County Community School Corporation

**APPENDIX A**  
RISING SUN-OHIO COUNTY COMMUNITY SCHOOL CORPORATION  
2020-2021 Compensation Plan

I. **Salary Range:** \$35,623.27-\$65,799.27, not including current year increases or TRF contributions. The salary range after current year increases is \$35,623.27-\$66,199.27.

II. **Base Salary Increases**

A. **General Eligibility.**

A teacher who received an evaluation rating of effective or highly effective in the 2019-2020 school year from Rising Sun-Ohio County Community School Corporation is eligible for a base salary increase.

B. **Factors and Definitions**

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating from Rising Sun-Ohio County Community School Corporation during the prior school year.
2. Experience-A teacher employed on or after the first student day with Rising Sun-Ohio County Community School Corporation in the 2020-2021 school year.

C. **Distribution** – amounts to be added to a teacher’s base salary

1. Evaluation rating – \$200
2. Experience – \$200

The combination of education and experience account for 50% of the maximum available salary increase.

D. **Redistribution**

Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be added to the base salary in the last payroll of the school year.

**APPENDIX B**

RISING SUN-OHIO COUNTY COMMUNITY SCHOOL CORPORATION  
2020-2021 EXTRA-CURRICULAR SCHEDULE

The stipend listed shall be paid to the person(s) selected by the Superintendent to serve in the capacity listed. The Superintendent reserves the right to determine if a position is filled or left vacant.

<b>FALL SPORTS</b>	<b>STIPEND AMOUNT</b>		<b>SPRING SPORTS</b>	<b>STIPEND AMOUNT</b>
<i>CROSS COUNTRY</i>			<i>BASEBALL AND SOFTBALL</i>	
HEAD VARSITY	\$3,152		HEAD VARSITY	\$3,152
ASST. VARSITY	\$1,576		ASST. VARSITY	\$1,576
MIDDLE SCHOOL	\$1,058		MIDDLE SCHOOL	\$1,058
<i>SOCCER</i>			<i>TRACK</i>	
HEAD VARSITY	\$3,152		HEAD VARSITY	\$3,152
ASST. VARSITY	\$1,576		ASST. VARSITY	\$1,576
MIDDLE SCHOOL	\$1,058		MIDDLE SCHOOL	\$1,058
<i>VOLLEYBALL</i>			<i>GOLF</i>	
HEAD VARSITY	\$3,152		HEAD VARSITY	\$3,152
ASST. VARSITY	\$1,576		ASST. VARSITY	\$1,576
MIDDLE SCHOOL	\$1,058			
<i>TENNIS</i>				
HEAD VARSITY	\$3,152			
MIDDLE SCHOOL	\$1,058			
<b>WINTER SPORTS</b>	<b>STIPEND AMOUNT</b>		<b>SUMMER CONTRACTS</b>	<b>STIPEND AMOUNT</b>
<i>BASKETBALL</i>			YOUTH BASEBALL	\$2,744
HEAD VARSITY	\$6,522		YOUTH SOFTBALL	\$2,744
ASST. VARSITY	\$3,261		BASKETBALL	\$4,025
FRESHMEN	\$2,297		VOLLEYBALL	\$2,013
MIDDLE SCHOOL	\$1,951		SOCCER	\$2,013
YOUTH PROGRAM	\$1,254		CROSS COUNTRY	\$2,013
<i>CHEERLEADING</i>			CHEERLEADING	\$2,013
HEAD VARSITY	\$3,152		STRENGTH TRAINING	\$2,723
MIDDLE SCHOOL	\$1,058		BAND	\$5,170
<i>SWIM</i>			SWIMMING	\$2,013
HEAD VARSITY	\$3,152			
MIDDLE SCHOOL	\$1,058			

<b>ARTS AND ACADEMICS</b>	<b>STIPEND AMOUNT</b>	<b>ARTS AND ACADEMICS</b>	<b>STIPEND AMOUNT</b>
BAND DIRECTOR	\$4,518	SADD	\$822
HS ACADEMIC COACH	\$1,951	CHOIR DIRECTOR	\$822
YEARBOOK ADVISOR	\$1,788	ELEM. SPELL BOWL	\$822
HS CONCESSIONS	\$1,788	MS SPELL BOWL	\$822
MS CONCESSIONAL	\$822	LEGO ROBOTICS	\$822
FLAG CORPS ADVISOR	\$1,401	ARCHERY CLUB	\$822
HS DRAMA CLUB	\$1,401	FRESHMEN CLASS SPONSOR	\$225
STUDENT COUNCIL ADVISOR	\$1,401	SOPHOMORE CLASS SPONSOR	\$225
SENIOR CLASS SPONSOR/SENIOR TRIP	\$822	JUNIOR CLASS SPONSOR	\$225
PROM SPONSOR	\$822	8 <sup>TH</sup> GRADE TRIP SPONSOR	\$822
MS DRAMA CLUB	\$822	<b>OTHER as discussed upon by the Superintendent and OCCTA</b>	
MS ACADEMIC COACH	\$822	INTER BUILDING (EACH ROUND TRIP)	\$317
MS STUDENT COUNCIL	\$822	SATURDAY SCHOOL	\$16.91/HR
SCIENCE CLUB	\$822	AFTER SCHOOL DETENTION	\$14.50/HR
HS SPELL BOWL	\$822	DRIVER'S EDUCATION INSTRUCTOR	\$36.01/HR
HS SCIENCE OLYMPIAD	\$822	DATA AND CURRICULUM COACH	\$2,000
NATIONAL HONOR SOCIETY	\$822	DUAL CREDIT STIPEND	\$1,000 (see note below)
ART CLUB	\$822	INTERSESSION/SUMMER SCHOOL TEACHER	EMPLOYEE'S HOURLY RATE
F.H.A.	\$822		
H.O.S.A.	\$822		
LANGUAGE CLUB	\$822		
JUNIOR NATIONAL HONOR SOCIETY	\$822		

If a teacher receives a stipend from a college/university to teach a dual credit class, the teacher is not eligible for the \$\$1,000 stipend unless the amount is less than \$\$1,000 which in case the school will cover the difference.

For informational purposes only. The following was not bargained: Dual credit stipends will be paid at the conclusion of the course. Additionally, the stipend will be awarded as follows:

1. \$1,000 stipend per class period that awards dual credit, OR
2. \$1,000 stipend per group of 20 students in a class period

The stipend will be awarded according to whichever is greater. For example, if a teacher has a class size of 30 students in a single class period, the teacher would receive \$2,000 due to having more than 20

students. This decision was made in consideration of teachers whose schedule requires them to have fewer sections with larger class sizes.

In the event that a ECA position is "split" between two or more individuals, the listed stipend will be "split" proportionately.

If an Assistant Coach cannot be employed, and the Head Coach assumes the Assistant Coach position during the same time period, s/he shall be compensated at the Head Coach PLUS one-half (1/2) of the Assistant Coach stipends.

If an Assistant Coach cannot be employed, and the Head Coach assumes the Assistant Coach position during a different time period, s/he shall be compensated at the Head Coach PLUS the Assistant Coach stipends.

*For informational purposes only. The following was not bargained:* No extra-curricular assignments identified on the extracurricular salary schedule shall be given to any individual outside the bargaining unit until all bargaining unit members who have applied for the posted position are contacted and considered for the position.

When possible, extra-curricular positions for the following year shall be filled by the end of the preceding school year.

#### EXTENDED CONTRACTS

Extended teaching contracts of persons represented by the O.C.C.T.A. in the Rising Sun-Ohio County Schools include:

- In the event that negotiations of a successor contract are not completed, these extended days are not to be included as part of the Status Quo provision of P.L. 217.ECA exceptions on the following page.

**ECA EXCEPTIONS-** The following provisions are for informational purposes only and was not bargained.

Boys and Girls Varsity Cross Country – If less than a combined number of 20 boy and girl runners, who are only involved in Cross Country, the Corporation will only hire one (1) Varsity Cross Country Coach. This Varsity Coach will serve as the Varsity Cross Country Coach for both the girls and boys..

Boys and Girls Varsity Track – If fewer than a combined number of 40 boy and girl participants, who are only involved in Track for the season, the Corporation will only hire one (1) Varsity Track Coach and one (1) Assistant Track Coach for both the girls and boys teams. If there are between 40 and 49 boy and girl participants, an additional assistant coach will be hired. If there are more than 49 full time boy and girl participants, there will be two (2) Varsity Head Coaches and two (2) Varsity Assistant Coaches.

Middle School Cross Country – If fewer that a combined number of 20 boy and girl runners, who are only involved in Cross Country, the Corporation will only hire one (1) Middle School Cross Country Coach. This Middle School Cross Country Coach will serve as the Middle School Cross Country Coach for both the girls and boys.

**APPENDIX C**  
**GRIEVANCE REPORT FORM**

PRINCIPAL

A. Date Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance

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2. Relief Sought

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Principal

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUPERINTENDENT

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SCHOOL BOARD

A. Date Submitted to School Board \_\_\_\_\_

B. Disposition of School Board

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX D**

**MATERNITY LEAVE FORM**

I, \_\_\_\_\_ request leave from the Rising Sun-Ohio County Community School Corporation. Attached is a:

\_\_\_\_\_ physician's statement certifying pregnancy, or

\_\_\_\_\_ or birth certificate

of newborn child as basis for a requested leave of absence.

I expect to resume teaching responsibility

\_\_\_\_\_ , \_\_\_\_\_

Month Day Year

I wish \_\_\_\_\_ days of my accumulated sick leave applied to this leave of absence.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX E**

LONG TERM DISABILITY

SCHEDULE OF BENEFITS

Employer(s):	Rising Sun-Ohio County Community School Corporation	
Plan Number:	6794	
Plan Effective Date:	June 1, 2009	
Eligible Class:	Class 01: All Eligible Employees	
Employer Premium Contribution:	.40% per \$100 of covered payroll Employer paid with the balance Employee paid	
Elimination Period:	Greater of 180 consecutive calendar days or end of sick pay	
Minimum Hourly Work Requirement:	17.5 hours per week	
Waiting Period:	None	
Evidence of Insurability:	Required for Late Enrollees, Increases, and amounts exceeding the Guarantee Issue	
Employee Eligibility Date:	First of month following completion of the Waiting Period	
Minimum Participation Requirement:	100%	
Leaves and Sabbaticals:	Coverage with premium payment while on FMLA leave; Coverage with premium payment for up to 12 months while on Leave of Absence	
Definition of Disability:	Partial	
Own Occupation Period:	60 months from the end of the Elimination Period	
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.	
Cumulative Elimination Period:	15 days	
Recurrent Disability:	3 months	
Pre-disability Earnings:	Base pay only	
Maximum Monthly Covered Salary:	\$8,000	
LTD Benefit Percentage:	66-2/3% for first 5 years; 90% thereafter	
Maximum Monthly Benefit:	%5,334 for first 5 years; \$7,200 thereafter	
Guarantee Issue:	\$5,334 for first 5 years; \$7,200 thereafter	
Minimum Monthly Benefit:	\$50	
Maximum Benefit Period:	Age at Disablement	Benefit Duration
	Less than age 60	To age 65
	60-68	To the earlier of age 70 or 5 years
	69-74	To the earlier of age 75 or 1 year
	75 and older	6 months
State Disability Benefits:	No integration with ISTRF	
Social Security Integration:	Full Family	
Freeze Type:	Social Security Freeze	
Mental Disorder Limitation:	Five years unless hospital confined	
Substance Abuse Limitation:	Five years unless hospital confined	
Claim Payment Method:	Monthly	
Cost of Living Adjustment:	Included	
Rehabilitation Benefit:	Included	



## APPENDIX G

### Southeastern Indiana School Insurance Consortium

#### 2019 2020 Summary of Benefits

	PPO Plan	HDHP/HSA Plan 1	HDHP/HAS Plan 2
	Network	Network	Network
Deductible (Single/Family)	\$1,500/\$3,000	\$3,000/\$6,000	\$6,000/\$12,000
Coinsurance	20%	0%	0%
Out-of-Pocket Limit (Single/Family)	\$2,500/\$5,000	\$4,000/\$8,000	\$6,000/\$12,000
Physician Office Visit (PCP/SCP)	\$50	\$50-deductible applies first, then copay up to Out-of-Pocket limit	Ded/Coins.
Telemedicine Visit	\$50	\$50-deductible applies first, then copay up to Out-of-Pocket limit	Ded/Coins.
Preventative Care	100% In-Network	100% In-Network	100% In-Network
Emergency Room	\$250	\$250- deductible applies first, then copay up to Out-of-Pocket limit	Ded/Coins.
Urgent Care	\$75	\$75- deductible applies first, then copay up to Out-of-Pocket limit	Ded/Coins.
Prescription Drugs- Pharmacy	Rx OOP \$4,350/\$8,700	Rx deductible applies first, then copays up to Out-of-Pocket limit	Rx subject to deductible and coinsurance
Tier 1 – Most Generics	\$20	\$20	
Tier 2 – Brand Preferred	\$50	\$50	
Tier 3 – Brand Non-Preferred	\$80	\$80	
Mail Order			
Tier 1 – Most Generics	\$40	\$40	
Tier 2 – Brand Preferred	\$100	\$100	
Tier 3 – Brand Non-Preferred	\$160	\$160	
Preventive Rx	\$20	\$20	\$20