

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

2017-2018  
2018-2019

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## 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 certified 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-PAID LEAVES

### A. SICK LEAVE

- 1.** 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.

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

**a** 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.

- b.** 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.

- c.** 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 VII, Section B have been made.

- 3.** 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.

4. 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.
5. 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.

#### B. PERSONAL LEAVE

1. 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.
2. 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.
3. 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.

#### C. STAFF DEVELOPMENT

Teachers may be granted up to three (3) days with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

#### D. BEREAVEMENT/FUNERAL LEAVE

1. 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.)
2. 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) pursuant to Section D, 2 of this article contractual provision to attend funerals that involve extenuating circumstances.

3. The Superintendent may approve a day of leave for a teacher to attend the funeral of any other person.

#### E. MATERNITY LEAVE

A teacher who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the following:

1. 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. 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.
2. If the employee has the appropriate sick or personal leave days those will be taken simultaneously with the maternity leave.
3. 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.

#### F. COURT LEAVE

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

#### G. JURY LEAVE

When requested, a teacher may serve on jury duty. The Board shall pay the teacher his full salary and all pay received for serving on the jury shall be paid to the Board.

#### H. 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 as defined in section C. above.

#### I. ADOPTIVE LEAVE

1. 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.
2. 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.
3. 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.
4. If the employee has the appropriate sick, family illness or personal leave days, those will be taken simultaneously with the adoptive leave.

#### J. 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:

1. 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 G).
2. Days placed in the Bank shall not be reclaimed. Unused days will be carried over to the next school year.
3. 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

- a. 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:
  - i. Superintendent of Schools of the Rising Sun-Ohio County Community School Corporation or his/her designee.
  - ii. The Ohio County Classroom Teachers Association president or his/her designee.
  - iii. 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.
  - iv. 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.
- b. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- c. 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.
4. 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)
5. 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.

6. 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.
  7. 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.
  8. 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.
  9. 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.
  10. Sick Bank days shall not be used during Summer School employment, normal pregnancy, or for family illness privileges granted in this Agreement.
11. APPEAL BOARD
- 1) An Appeal Board will be established composed of the following six (6) persons:
    - i. The Superintendent of the Rising Sun-Ohio County School Corporation or his/her designee.
    - ii. The Association President or his/her designee.
    - iii. Four members will be appointed - two (2) each by the Superintendent of Schools and the Association President.
    - iv. No appointed member of the SBC may at the same time be a 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.
12. Members Agreement

- a. 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.
- b. 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."
- c. 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.

#### K. 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.

#### L. 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

A. Definition

1. 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.
2. 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.

B. Procedure

1. 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.

2. Step Two

- a. 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.
- b. 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.
- c. Within five (5) working days after receiving the written grievance, the Building Principal shall communicate his answer, in writing, to the grievant.

3. Step Three

- a. 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.
- b. 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.

4. Step Four

- a. 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 and render its decision in writing to the grievant.

- b. The Board may not consider any material, allegation or remedy that was not presented in Step Three.

#### C. Hearings

1. 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.
2. 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.

#### D. Time Limits

1. Time limits herein may be extended only by mutual agreement, signed by the parties.
2. 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.
3. 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.
4. 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.

#### E. State and Federal Law

1. Nothing contained herein shall deny to any teacher rights under State or Federal Constitutions and Laws.
2. 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.
3. 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.

#### F. Miscellaneous



1. The grievant may have a representative of the Association present at each step of the Grievance Procedure.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant and are not valid basis for evaluations or consideration of awarding any professional advantage to such teacher.
3. 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

##### A. Salary Schedule

1. For the 2017-2018 school year teachers will receive an increase in salary as determined by application of the Compensation Model adopted as part of this Contract and attached as Appendix A.
2. All new certified employees will be compensated by placing the employee with a current employee with the same experience and education. If no current employee exists, the new employee will be placed based on the average of current employees close to the same experience/education. If there are no similarities between employees, the Superintendent and the Association will discuss where the individual should be compensated.
3. 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).
4. 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.
5. 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. In addition, a teacher who has not been in attendance at least 120 days is not

eligible for a raise/additional compensation for the following year.

6. 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.
7. Non-contracted Time Professional Development Reimbursement
  - a. Teachers that are asked by an administrator to attend a professional development will be paid by the following:

HOURS	TOTAL PAY
1-2 HOURS	\$25
3-4 HOURS	\$50
5-6 HOURS	\$75
7-8 HOURS	\$100

#### B. ECA Schedule

The 2017-2018 extra-curricular compensation is set forth in Appendix B.

#### C. Military Service Credit

1. 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.
2. 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.
3. This provision of the contract only applies to new hires of the School Corporation.

- D. 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.

- E. Salaries will be paid in twenty-six bi-weekly pays in accordance with the following schedule of pay dates.

August	18	February	16
September	1	March	2
September	15	March	16
September	29	March	30
October	13	April	13

October	27	April	27
November	10	May	11
November	22	May	25
December	8	June	8
December	22	June	22
January	5	July	6
January	19	July	20
February	2	August	3

- F. Payment for responsibility of supervising a student teacher shall be made to the teacher rather than the School Board.
- G. 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.
- H. 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.
- I. 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

- A. 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).
- B. The school employer shall provide, to each participating employee, a health, dental and vision insurance plan as set forth in Appendix H., payable monthly, at a cost to the Corporation as follows:
 

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  - 1. Individual coverage (Plans C, D, and E)- One hundred percent (100%) of the premium (less \$.01 per year) up to a maximum of \$3,918.48 \* per year (\$326.54 per month).
  - 2. Individual coverage (Plan F)-One hundred percent (100%) of the premium (less \$0.01 per year) up to a maximum of \$4,872\* per year (\$406 per month).
  - 3. Employee and Child(ren) Coverage - \$449.40 per month.
  - 4. Employee and Spouse Coverage - \$477.62 per month.
  - 5. Employee, ~~Child and Spouse~~ Family Coverage - \$551.93 per month.



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1. Individual Coverage - \$450.00 per month.
2. Employee and Child(ren) Coverage - \$620.00 per month
3. Employee and Spouse Coverage - \$660.00 per month
4. Employee Family Coverage - \$760.00 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 Plan F Employee Single falls below the compliance of the Affordable Care Act, the corporation will add money add money to stay in compliance.

- C. 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 plan C. 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 Plan C. 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.

- D. The benefits provided through the medical insurance plan are detailed in the document titled "Southeastern Indiana School Insurance Consortium."
- E. 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.
- F. American Fidelity, Friendship State Bank/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.

Friendship State Bank/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.

#### G. Section 125 Plan

1. 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 which shall include non-taxable benefits of Medical Insurance, Disability Insurance, Section 79 Life Insurance, non-reimbursed medical\*, and dependent care.

\* The amount placed into this category is limited to \$1,800.00 per year and shall be deducted from the first nine (9) checks of the plan year.

2. The Flexible Fringe Benefit Election Form is set forth in Appendix E. The enabling Flexible Fringe Benefit Program, a copy of which is on file in the Administration Building, is hereby incorporated by reference.
3. The Board will pay the fee for the Trust Account, and all other fees will be paid by the participating employee(s).

- H. 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.

- I. The school employer shall provide, to each participating employee, Long Term Disability insurance for each teacher as specified in Appendix F. payable monthly, at a cost to the Corporation as follows:

- 1 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

- A. 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:
  1. 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 125days and 1:1 for the remaining days.
  2. 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 125days and 1:1 for the remaining days.
- B. Other provisions:
  1. To be eligible the teacher must have at least ten (10) years of teaching experience in the Rising Sun-Ohio County Community Schools.
  2. A teacher must be at least fifty (50) years of age to receive any corporation retirement benefits.
  3. 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 yearat which time the employee wishes to retire.
  4. In the event an eligible teacher is unable to give the required notice ofretirement and is forced to retire as a result of an accident or ill health, theSuperintendent may waive the required notice of retirement and, if suchwaiver is granted, pay the retirement severance allowance by theappropriate adjustment of the teacher's current contract, if one exists.

If requested by the Superintendent, the teacher shall be required to providea physician's statement as to the extent of such injury or illness.
- C. All retirements must commence with the end of the school year.
- D. A teacher electing to retire under this provision shall not be rehired by the corporation unless all monies received under this provision are returned.
- E. A school year is defined as up to and including June 30.
- F. If an eligible retiree (one who meets the requirements of Sections B(1) (2) & (3) of this Article) cannot fulfill a contractual obligation because of serious illness oraccident, the retirement benefits shall be paid to the teacher or in the event of death to the heirs.

- G. Payment shall be made prior to July 1st.
- H. An individual who qualifies for both retirement plans is eligible for both.

#### ARTICLE VII - SOCIAL SECURITY/MEDICARE BRIDGE

- A. Any certificated employee may select a retirement program here after described. The Rising Sun-Ohio County School Corporation shall provide a Social Security/Medicare Bridge as follows:
  - b. In order to receive full benefits as indicated hereinafter, the teacher must have at least fifteen (15) years of teaching experience in the Rising Sun-Ohio County Community School Corporation and have a Master's Degree, or an equivalent number of graduate hours.
  - b. A teacher who has less than a Master's Degree and who has at least fifteen (15) years of teaching experience in the Rising Sun-Ohio County Community School Corporation shall receive seventypercent (70%) of the benefits indicated in Section 4 and 5 of thisArticle
- 2. The teacher may elect to retire from the Corporation at the age of no less than fifty-five (55), through the age the teacher qualifies for reduced Social Security benefits.
  - a. If a teacher's fifty-fifth (55th) birthday falls during a school year, that teacher may elect to retire at the beginning of that schoolyear with a full year's benefit.
  - b. If the birthday which qualifies the teacher for reduced Social Security falls during the school year, then the teacher shallreceive a pro-rated share of the annual amount.
- 3. All retirements must commence with the end of the school year.
- 4. The Corporation shall pay such early retiree an amount of Three thousand seven hundred fifty dollars (\$3,750) each year until the teacher; a) hasreceived the benefit for a maximum of 5 years b) dies or c) has reached the age of qualification for reduced Social Security benefits, whichever occursfirst.
  - a. The amount paid shall be the same in each year due under this Social Security/Medicare Bridge and shall be paid into theteacher's post-separation 403(b) account per Section B.
- 5. In addition, the Board will contribute three thousand six hundred fifty dollars (\$3,650.00) per year (\$304.17 per month) towards the premium of the Corporation's medical insurance plan each year until the participatingteacher has reached the age which qualifies the teacher for Medicare; ordies, whichever first occurs:
  - a. The amount paid shall be the same in each year due under this Social Security/Medicare Bridge.
- 6. The teacher may continue under the group health insurance plan offered



by the Corporation during the period the teacher's Social Security pay is received. Such coverage is at the teacher's own expense, unless provided for elsewhere in this Agreement. Arrangements for such insurance must be made with the school superintendent, in advance, and is subject to the approval of the insurance carrier(s). At the written request of the employee, any medical insurance premiums for those teachers participating in the Corporation's medical insurance program will be deducted from the Social Security/Medicare Bridge amount due the employee, with the balance, if any, paid to the teacher. In the event that the premiums reach an amount over that to be received as specified in Section 4 (whole or pro-rated), the teacher shall be responsible for payment as specified in the first and second sentences of this paragraph.

7. In order to be eligible for this Social Security and Medicare Insurance provision, the retiring teacher must notify the Superintendent of Schools, in writing of his intention to retire.
  - a. Such notice, in writing, must be received by the Superintendent not later than at least sixty (60) days prior to the end of the school year when retirement shall begin.
  - b. In case of unusual circumstances, the Superintendent may waive the required sixty (60) calendar day notice of intent to take early retirement.
8. Payment under this program (sub-section 4) shall be made in either twelve (12) payments paid out over twelve (12) months or in one (1) lump-sum payment at the teacher's choosing. The teacher who elects the lump-sum option shall receive the payment on or about April 15 of each year of eligibility. Payments under this provision are subject to applicable taxes.
9. Under no circumstances may a previous employee qualify for Social Security/Medicare Bridge benefits retroactively.
10. The Board shall continue to insure the participating teacher through the Corporation's life insurance plan during the period in which the teacher is receiving compensation under the Social Security/Medicare Bridge. Such insurance shall be at the Board's expense, with the teacher paying one dollar (\$1.00) per year. Such insurance shall cease upon payment of the last compensation due under the Social Security/Medicare Bridge. In case of the death of such early retiree prior to the receipt of all compensation, the named beneficiary shall receive the benefits provided by the life insurance policy. Further, all such premium payments by the Corporation shall cease immediately, and the Corporation shall have no further obligations under this Article.
11. Permanent retirement must be evidenced and application for retirement benefits must have been made by the retiring teacher.

B. 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.
3. The current Retirement Plan will remain in effect until such earlier time as a certified employee receives a greater return from the Board's contribution to the new 401(a) Plan plus accrued earnings, than he or she would receive under the Social Security/Medicare Bridge Plan. The Board's contributions to the 401(a) plus their accrued earnings will be counted as an offset to the amount the certified employee would have received had he or she retired under the current Social Security/Medicare Bridge Plan.
4. In the event, due to market fluctuations, a certified employee's 401(a) Plan account experiences a loss, the Board's responsibility under the Social Security/Medicare Bridge Plan during the period prior to its termination shall be the amount the employee would have received under the Social Security/Medicare Bridge Plan less the amount previously contributed by the Board under the 401(a) Plan. This offset shall be calculated as soon as administratively possible following the final 401(a) contribution into his/her respective account.
5. 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.
6. The 401(a) Plan and the 403(b) Plan will replace the current Social Security/Medicare Bridge Plan for the certified employees who had not attained the age of forty-two (42) or more on or before June 21, 2000.
7. The Parties agree that the 401(a) Plan and the 403(b) Plan shall replace the current Social Security/Medicare Bridge Plan which is found in the contract, and in the manner described above. The parties further agree that all contributions made to the 401(a) Plan by the Board shall be considered as additional funds and be counted as part of any salary increases negotiated for the certified employees.
8. 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 VIII - TERM OF AGREEMENT

This Agreement shall be effective on July 1, 2017, and shall continue in full force and effect through June 30, 2018.

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

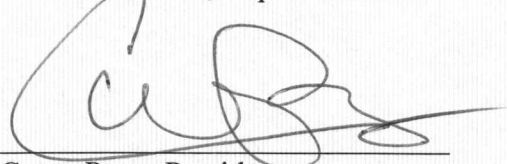
If by the Board to  
to the Association, at

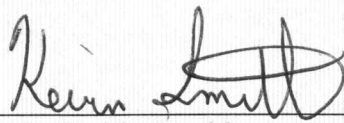
Rising Sun High School  
210 S. Henrietta St.  
Rising Sun, Indiana 47040

This Agreement is made and entered into at Rising Sun, Indiana on this 5th day of October 2017 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

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

  
Kevin Smith, President  
Ohio County Classroom Teachers  
Association

APPENDIX A  
 RISING SUN-OHIO COUNTY COMMUNITY SCHOOL CORPORATION  
 2017-2019 Compensation Plan

2017-2018 SCHOOL YEAR

- I. Salary Range
  - A. \$34,738-\$61,952, not including current year increases or TRF contributions.
- II. Base Salary Increases
  - A. Amount available for base salary increases: \$155,895 calculated by already knowing the number of effective and highly effective teachers prior to finalizing the contract.
  - B. General Eligibility
    1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
    2. A teacher who is in the first two full school years of instructing students who received an evaluation rating of improvement necessary is eligible for a salary increase.
  - C. Salary Placement for New Staff
    1. Teachers will be hired in at salaries not to exceed current teachers with similar certifications and/or years of service.
    2. Teachers that do not match a current teacher's experience/education will be placed with a base salary that equals the average of two current staff members closest to the years of experience/education of the new employee.
    3. The base salary can increase or decrease for new staff. The salary of the individual will be discussed between the superintendent and the union.
  - D. Factors and Definitions
    1. Evaluation rating (70%) – The teacher received a highly effective or effective evaluation rating for the prior year.
    2. Years of experience (30%)– The teacher was employed in the corporation for at least 120 days in the prior year.
  - E. Distribution – amounts to be added to a teacher's base salary
    1. All qualifying teachers based on Section B. of this article will be placed on the below adjusted salary table.

Years of Experience	Bachelor Degree	Master Degree	Master Degree + 15 hours	Master Degree +30 hours
0	34,738	36,829	37,529	38,223
1	35,636	38,015	38,713	39,409
2	36,535	39,199	39,899	40,597
3	37,435	40,382	41,082	41,783
4	38,334	41,566	42,269	42,969
5	39,235	42,751	43,454	44,155
6	40,132	43,936	44,639	45,344
7	41,030	45,121	45,824	46,530
8	41,931	46,303	47,010	47,716
9	42,829	47,488	48,197	48,901
10	43,728	48,672	49,382	50,090
11	44,629	49,856	50,567	51,276
12	45,525	51,040	51,751	52,462



13	46,424	52,225	52,938	53,648
14	46,424	53,409	54,121	54,835
15	46,424	54,593	55,308	56,023
16	46,424	55,778	56,493	57,209
17	46,424	56,962	57,678	58,395
18	46,424	58,147	58,865	59,580
19	46,424	59,329	60,049	60,768
20 +	46,424	60,514	61,234	61,952

2. Qualified teachers will also receive a 2% base salary increase after the adjustment.

F. Redistribution

1. Because all available funds will be distributed to eligible teachers, there will be no funds remaining to redistribute. Prior to this contract being ratified and approved, the superintendent knew how many teachers would qualify for the raise and this established Section I.

2018-2019 SCHOOL YEAR

I. Salary Range

- A. \$35,433-\$63,191

II. Base Salary Increases

- A. Amount available for base salary increases: \$0

B. General Eligibility

1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
2. A teacher who is in the first two full school years of instructing students who received an evaluation rating of improvement necessary is eligible for a salary increase.

C. Salary Placement for New Staff

1. Teachers will be hired in at salaries not to exceed current teachers with similar certifications and/or years of service.
2. Teachers that do not match a current teacher's experience/education will be placed with a base salary that equals the average of two current staff members closest to the years of experience/education of the new employee.
3. The base salary can increase or decrease for new staff. The salary of the individual will be discussed between the superintendent and the union.

D. Factors and Definitions

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Years of experience – The teacher was employed in the corporation for at least 120 days in the prior year.

D. Distribution – amounts to be added to a teacher's base salary

1. Teachers will not receive a base salary increase in 2018-2019.

E. Redistribution

1. Because there is no increase, there will be no funds remaining to redistribute.

APPENDIX B  
 RISING SUN-OHIO COUNTY COMMUNITY SCHOOL CORPORATION  
 (2017-2018) 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.

FALL SPORTS	STIPEND AMOUNT		SPRING SPORTS	STIPEND AMOUNT
CROSS COUNTRY			BASEBALL AND SOFTBALL	
HEAD VARSITY	\$3,152		HEAD VARSITY	\$3,152
ASST. VARSITY	\$1,576		ASST. VARSITY	\$1,576
MIDDLE SCHOOL	\$1,058		MIDDLE SCHOOL	\$1,058
SOCCER			TRACK	
HEAD VARSITY	\$3,152		HEAD VARSITY	\$3,152
ASST. VARSITY	\$1,576		ASST. VARSITY	\$1,576
MIDDLE SCHOOL	\$1,058		MIDDLE SCHOOL	\$1,058
VOLLEYBALL			GOLF	
HEAD VARSITY	\$3,152		HEAD VARSITY	\$3,152
ASST. VARSITY	\$1,576		ASST. VARSITY	\$1,576
MIDDLE SCHOOL	\$1,058			
WINTER SPORTS	STIPEND AMOUNT		SUMMER CONTRACTS	
BASKETBALL			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
CHEERLEADING			CHEERLEADING	\$2,013
HEAD VARSITY	\$3,152		STRENGTH TRAINING	\$2,723
MIDDLE SCHOOL	\$1,058		BAND	\$5,170

ARTS AND ACADEMICS	STIPEND AMOUNT		ARTS AND ACADEMICS	STIPEND AMOUNT
BAND DIRECTOR	\$4,518		SADD	\$822
HS ACADEMIC COACH	\$1,951		CHOIR DIRECTOR	\$822
YEARBOOK ADVISOR	\$1,788		ELEM. SPELL BOWL	\$822
CONCESSIONS	\$1,788		MS SPELL BOWL	\$822
FLAG CORPS ADVISOR	\$1,401		LEGO ROBOTICS	\$822
HS DRAMA CLUB	\$1,401		ARCHERY CLUB	\$822
STUDENT COUNCIL ADVISOR	\$1,401		FRESHMEN CLASS SPONSOR	\$225
SENIOR CLASS SPONSOR/SENIOR TRIP	\$822		SOPHMORE CLASS SPONSOR	\$225
PROM SPONSOR	\$822		JUNIOR CLASS SPONSOR	\$225
MS DRAMA CLUB	\$822			
MS ACADEMIC COACH	\$822		OTHER as discussed upon by the Superintendent and OCCTA	
MS STUDENT COUNCIL	\$822		INTER BUILDING (EACH ROUND TRIP)	\$317
SCIENCE CLUB	\$822		SATURDAY SCHOOL	\$16.91/HR
HS SPELL BOWL	\$822		AFTER SCHOOL DETENTION	\$14.50/HR
HS SCIENCE OLYMPIAD	\$822		DRIVER'S EDUCATION INSTRUCTOR	\$36.01/HR
NATIONAL HONOR SOCIETY	\$822		DATA AND CURRICULUM COACH	\$2,000
ART CLUB	\$822		DUAL CREDIT STIPEND	\$250 PER CLASS
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 \$250 stipend unless the amount is less than \$250 which in case the school will cover the difference.

In the event that a 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.

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-

If a new club/sport is created, the superintendent and the union president can determine if the club sponsor/coach will be paid for the position during the current year and at what dollar amount.

#### 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

Boys and Girls Varsity Cross Country – If fewer 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. This person will be paid at the Group 4 level.

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. The varsity coach(es) will be paid at the Group 3 level and the assistant coach(es) will be paid at one-half the amount of Group 3.

Middle School Cross Country – If fewer than 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. This person will be paid at the Group 9 level.

APPENDIX C

GRIEVANCE REPORT FORM

PRINCIPAL

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_



\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

SUPERINTENDENT

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

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

BOARD

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

B. Disposition of School Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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  
FRINGE BENEFIT ELECTION FORM

I, \_\_\_\_\_ (Employee), understand that my employer, RISING SUN-OHIO COUNTY COMMUNITY SCHOOL CORPORATION, is providing \_\_\_\_\_ per month for the purchase of fringe benefits as part of a Cafeteria Plan Fringe Benefit Program under Section 125 of the Internal Revenue Code.

I also understand that the purpose of this program is to allow employees to select their fringe benefits within the guidelines of the Revenue Act of 1978 as amended, and that I may select either taxable or non-taxable benefits, or a combination of both. It is understood that if it is necessary to have additional amounts payroll deducted for the benefits selected, those amounts will be subject to Federal Income Tax and FICA taxation.

Listed below are the benefits available under the fringe benefit program and the total monthly cost of each benefit. Please indicate which benefits you wish to select. The benefits selected will remain in effect for the plan year from \_\_\_\_\_ to \_\_\_\_\_.

Benefit\*\*

	Total Cost	Employer Paid	Payroll Deduct (if needed)
Medical Employee	\$ _____	\$ _____	\$ _____
Medical Emp. & Spouse	\$ _____	\$ _____	\$ _____
Medical Emp. & Child.	\$ _____	\$ _____	\$ _____
Medical Emp. & Dep.	\$ _____	\$ _____	\$ _____



Disability	\$ _____	\$ _____	\$ _____
Group Life Insurance*	\$ _____	\$ _____	\$ _____
Non-reimbursed Medical (Limited to \$1800)	\$ _____	\$ _____	\$ _____
Dependent Care	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

\*\* I understand that the selection of a benefit and the indication that a premium is to be paid does not necessarily include me in the insurance portions of this program. In most cases an application for insurance must also be completed.

This election form will remain in effect and CANNOT be revoked or changed during the plan year, unless the revocation and new election are on account of and consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of child, termination of employment of spouse).

Date \_\_\_\_\_

Signature of Employee \_\_\_\_\_

APPENDIX F\*

LONG TERM DISABILITY INSURANCE

SCHEDULE OF BENEFITS

SCHEDULE II

This program offers a monthly disability benefit, payable to the Participating employee, in the event of a total disability resulting from an accident or sickness.

ELIGIBILITY

All active full-time employees working 17 ½ hours or more per week. Persons not on active service on the effective date of the plan will not be eligible for coverage until return to active service.

BENEFIT FORMULA

Sixty-six and two thirds percent (66 2/3%) of the Participant's base compensation, for the first five years and 90% of the Participant's base compensation the sixth year and thereafter, exclusive of overtime, bonus, and other such compensation.

LIMITATION PERIOD

Accident and Hospital benefits will be payable on the 181<sup>st</sup> day of continuous disability. Sickness benefits will be payable on the 181<sup>st</sup> day of continuous disability.

BENEFIT PERIOD

The benefit period of the Group Long Term Disability Income coverage will:

- (a) be determined by the Covered Employee or Member's age; and
- (b) reduce upon the Covered Employee or Member's attainment of each succeeding age bracket based on the following schedule:

## Age

### Maximum Disability Period

Under age 60

To age 65

Age 60 through 68

5 years, or to age 70, whichever  
first occurs

Age 69 through 74

1 year, or to age 75, whichever  
first occurs

Age 75 and over

6 months

In no case will the Maximum Disability Period be less than six months.

Mental Illness and functional nervous disorder benefits will be payable for five years or to age 70, whichever first occurs, over age 70, benefits will be payable no less than one month.

\*Became effective Feb. 1, 1994.



APPENDIX G

VOLUNTARY SICK LEAVE BANK

AUTHORIZATION FORM

I, \_\_\_\_\_ hereby authorize the Business Office of the Rising Sun-Ohio County Community School Corporation to withdraw ONE day of sick leave accumulation from my account and credit that day to my account in the Voluntary Sick Bank.

I have read the provisions of the Voluntary Sick Leave Bank as printed in the Master Agreement between the Rising Sun-Ohio County Community School Corporation and the Ohio County Classroom Teachers Association, and I agree to abide by the provisions therein stated.

Further, I voluntarily acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee, 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 Community 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 a respect to a decision made by any of them concerning this application.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

# APPENDIX H

## Southeastern Indiana School Insurance Consortium 2017 Plan Summary

	Plan C	Plan D	Plan E (H.S.A.)	Plan F (H.S.A.)
	Network	Network	Network	Network
Deductible (Single/Family )	\$500/\$1,000	\$1,000/\$2,000	\$3,000/\$6,000	\$5,000/\$10,000
Coinsurance	10%	20%	0%	0%
Out-of-Pocket Max (Single/Family )	\$2,000/\$4,000	\$2,500/\$5,000	\$3,000/\$6,000	\$5,000/\$10,000
Hospital Services	90% After Ded.	80% After Ded.	100% After Ded.	100% After Ded.
Physician Office Visits	\$20	\$25	100% After Ded.	100% After Ded.
Emergency Room	\$50	\$100	100% After Ded.	100% After Ded.
Urgent Care	\$35	\$35	100% After Ded.	100% After Ded.
Prescription Drugs - Pharmacy	Generic-\$10 Brand-\$20 Non-formulary- \$30	20% Copay	100% After Ded.	100% After Ded.
Mail Order Prescription Drugs	Generic-\$20 Brand-\$40 Non-formulary- \$60	Generic-\$20 Brand-\$40 Non-formulary- \$60	100% After Ded.	100% After Ded.

\*Deductibles apply to covered services listed with a percentage (%) coinsurance.

\*The benefits listed above are in-network

\*More detailed benefit summaries are listed on [risingsun.k12.in.us](http://risingsun.k12.in.us) under employee insurance