

~~2020-2021~~

2021-2022

CONTRACT BETWEEN

THE BOARD OF SCHOOL TRUSTEES

OF THE

RICHLAND-BEAN BLOSSOM COMMUNITY SCHOOL CORPORATION

AND THE

RICHLAND-BEAN BLOSSOM EDUCATION ASSOCIATION

THIS CONTRACT ENTERED INTO ~~THIS 10<sup>th</sup> DAY OF NOVEMBER, 2020~~ BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE RICHLAND-BEAN BLOSSOM COMMUNITY SCHOOL CORPORATION, HEREINAFTER CALLED THE "BOARD" AND THE RICHLAND-BEAN BLOSSOM EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

## ARTICLE I

### RECOGNITION AND DEFINITIONS

#### A. Recognition

The Board of Trustees of the Richland-Bean Blossom Community School Corporation hereby recognizes the Richland-Bean Blossom Education Association as the exclusive representative of the bargaining unit for bargaining purposes and for any and all items negotiated in this agreement as provided by Public Law 217.

#### B. Definitions

1. The term "teacher" when used in this Contract shall refer to all certificated personnel employed by the Richland-Bean Blossom Community School Corporation except Superintendent, Assistant Superintendent, Curriculum Director, Director of Special Education, Principals, Assistant Principals, Athletic Director, School Nurses (unless Teacher certificated), Non-certificated employees, Boys' Head Basketball Coach, and Head Football Coach, Administrative Assistants and Attendance Clerks. Excluded from the meaning of teacher will be supervisors, confidential employees, employees performing security work and non-certificated employees.
2. The terms "Board" and "Association" shall include authorized officers, representatives, and agents.
3. The term "day" shall mean school day.
4. The term "corporation" refers to Richland-Bean Blossom Community School Corporation (RBBCSC).
5. The term "seniority" means years of service within the RBBCSC Corporation.

## ARTICLE II

### ASSOCIATION AND TEACHER RIGHTS

#### ~~A. Dues Deduction~~

~~The school employer shall, on receipt of the initial written authorization of a teacher, deduct from the pay of such teacher any dues designated or certified by the appropriate officer of the Association and shall remit such amounts to such Association. Teachers who authorized deductions shall continue as members of the Association and have dues deducted each year at the same rate unless the School Corporation receives written notification from the teacher on or before August 15 annually. The Association shall certify the amount of the unified dues for each teacher annually by submitting enrollment information to the Superintendent's Office by October 1. Deductions shall begin with the first pay in October and continue over the next 23 paydays or until service is terminated with the full amount of authorized dues in~~

~~any case remitted to the Association. Any payroll deductions added after the first pay in October shall be pro-rated over the remaining pay periods beginning with the next check and continuing until the last check of the individual's contract.~~

~~Deductions from the teachers' paychecks for Association dues shall be forwarded to the Association by Wednesday following the Friday payday, except that during Christmas vacation and spring vacation adjustments will be made to allow for checks to be forwarded by the Wednesday of the week school is reconvened.~~

~~The Association shall indemnify and save the school employer and the school corporation harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the Association for the purpose of payroll deduction of dues.~~

### **ARTICLE III**

#### **COMPENSATION**

##### **A. Salary Schedules**

The ~~2020-2021~~ 2021-2022 Compensation Model is contained in Appendix A.

Teachers shall be paid an additional stipend on each contract for graduate semester hours earned at an accredited college or university in the teacher's field of teaching after the completion of the bachelor's degree and after completion of the master's degree at the rate of twenty-five dollars (\$25.00) per graduate semester hour, in blocks of three (3) hours. Credit hours shall be approved in advance by the superintendent. A maximum of fifteen (15) hours of graduate semester credit shall be granted beyond the bachelor's degree and a maximum of twenty-five (25) hours of graduate semester credit shall be granted beyond the master's degree. Copies of paid tuition statements / notices of grades shall be on file in the Superintendent's Office before pay for graduate hours is granted. Such transcript shall be on file on or before August 15 for hours earned the previous spring, October 1 for hours earned the previous summer, and February 15 for hours earned the previous fall, for pay to be granted for the current contract year on individual teacher contracts. After the transcript is filed, payments shall begin no later than the second (2nd) pay following the day the teacher filed the transcript. This paragraph no longer applies to those teachers receiving these semester hours beyond July 1, 2012.

##### **B. Extra Duty Pay**

Teachers assigned extra duties shall be paid a stipend in addition to their basic salary not to exceed the amount or amounts stipulated herein, and detailed in Appendix B. The stipend includes pay for services rendered outside the school day and year.

## C. ECA Guidelines and Definitions

NOTE: The ECA guidelines, definitions, and committee details are included here were not bargained and are included here for informational purposes only.

### 1. Definition of a Theatrical Production

All theatrical productions, to qualify for payment under the Master Agreement, must be approved by the building principal and/or superintendent of schools.

### 2. Guidelines for Establishing or Renewing Clubs

- a) A club may be initiated by a teacher, administrator, or student.
- b) Application for a new club (new or established) must be submitted by the end of the first grading period.
- c) The minimum number of students required to qualify for a club will be ten.
- d) The minimum number of students required for joint sponsorship shall be twenty-five.
- e) The purpose of the club shall be submitted to the building principal in writing.
- f) An application shall include the club's written guidelines, goals, activities and behavior expectations. An activities calendar and a proposed budget shall be included. Final authority for establishing a club and its classification will be the responsibility of the building principal, with approval of the superintendent and the local Association and reviewed by the Extra-Curricular Activities Committee and the Board.

### 3. Extra-Curricular Activities Committee (ECAC)

#### a) Structure

The Extra-Curricular Activities Committee shall be composed of the following:

- (1) Superintendent or designee  
(Two members appointed by the superintendent) One secondary principal or assistant principal One elementary principal or assistant principal
- (2) Association President or designee (chairperson)  
(Four members appointed by the Association president) Two high school representatives

One middle/junior high representative One elementary representative

b) Agreement

The parties agree to administer, through the Extra-Curricular Activities Committee, ways to improve the ECA design, utilization, fairness and function.

c) Restrictions

The ECAC shall not bind the respective parties, conduct bargaining, or discussion, or alter or amend the Master Agreement.

d) Meetings

The ECAC shall meet by the call of the Superintendent (designee) or the Association President (designee).

e) Function

The ECAC shall perform the following functions:

- (1) Collect and review job descriptions for ECA positions.
- (2) Annually review all ECA positions for function and master agreement compliance.
- (3) Establish procedure(s) and timeline(s) for additional ECA positions.
- (4) Review all requests for new ECA positions and submit a recommendation to negotiations for final consideration.
- (5) Determine if a better ECA schedule exists and submit recommendations to negotiations for final consideration.

**D. Salary Payments**

Basic salaries of teachers shall be paid in either twenty (20) or twenty-six (26) equal pays. Each teacher shall notify the Office of the Superintendent, in writing, on or before May 1st of the pay method for the following school year. Once selected by the teacher, as provided herein, the number of payments shall not be changed during any school year. Pay dates are listed in Appendix H.

**E. Lump Sum ECA Payment**

Teachers with an ECA amount of \$1000 or less shall receive their full payment of that stipend at the end of the season or end of the school year, once the task has been completed.

**F. Lump Sum Payments**

Teachers shall receive the balance of their contract salary on the payday following the close of

the school year if they have requested in writing to the Superintendent such a settlement prior to May 1 of that school year.

**F. G. Credit Union and Insurance Program Deductions**

Deductions from the teachers' paychecks for the credit union annuity programs, and/or insurance programs shall be forwarded to the appropriate office or company by Wednesday following the Friday payday, except that during Christmas vacation and spring vacation, adjustments will be made to allow for checks to be forwarded by the Wednesday of the week school is reconvened.

Deductions shall not be limited to any company provided the corporation does not incur additional costs. Tax sheltered annuities may be purchased from the following companies: American Fidelity, VALIC, and American United Life.

**G. H. Each teacher shall receive an annual accounting of the following no later than the first service day of the contract year:**

1. paid leave days purchased by the corporation during the previous school year
2. total paid leave days previously purchased by the corporation during the teacher's service
3. paid leave days used by the teacher during the previous school year
4. total number of sick leave bank days used (if any) by the teacher during the previous school year
5. total number of sick leave bank days used (if any) by the teacher during the teacher's service.

**H. I. The School Corporation shall pay the cost for current employees of any and all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per IC 20-26-5-10.**

**I. J. Teachers assigned by an administrator to cover a class during their preparation period(s) shall receive one additional paid leave day for each seven (7) periods covered. The teacher must maintain a record of all periods covered and submit the record to the building administrator at the end of each semester.**

Elementary teachers assigned by an administrator to absorb a portion of another teacher's class for an entire day shall receive one additional paid leave day for every four days absorbed by the teacher. The teacher shall maintain a record of all days during which they are assigned to absorb another teacher's class for the entire day and submit the record to the building administrator at the end of each semester.

Paid leave days accumulated pursuant to this section will be added to the teacher's paid leave accumulation at the end of each school year.

**ARTICLE IV**

## FRINGE BENEFITS

### A. Group Insurance Plans

1. Section 125 (Generation I and II) -- Federal law allows teachers to exclude any amount of group insurance paid as an individual to be excluded from federal, state, and local income taxes. RBBSC shall provide teachers with a Section 125 policy, Generations I and II, with enrollment through American Fidelity Assurance Company.

2. Health and Dental Insurance

The RBBSC shall provide group major medical health and dental insurance the self-insurance program of the South Central Indiana School Trust for each teacher and dependents electing coverage. The Board's contribution for teacher health and dental insurance premiums will be fixed at the dollar amount contributed by the board with the commencement of the 2020-2021 plan year. The Board agrees to pay fifty percent (50%) of any increase in the cost of health insurance premiums.

- a. The parties agree that where husbands and wives are both employed by the school corporation as bargaining unit members, they shall have one family health insurance plan, if needed, or two single plans provided by the corporation at the cost of one dollar (\$1.00) per employee/family per year. The same shall apply to the dental plan. This paragraph applies only to those married couples employed during the 2009-10 school year.
- b. For the 2021-2022 school year only, the RBBSC will make the following one-time contribution to employee H.S.A. accounts:

Employee Only H.S.A.:	\$300
Employee/Spouse H.S.A.	\$500
Employee/Child H.S.A.	\$500
Family H.S.A.	\$500

- c.

3. The parties agree to establish an insurance committee composed of three (3) representatives appointed by the association and three (3) representatives appointed by the administration. The committee may seek proposals, research options, seek expert advice and, where mutually agreeable, make recommendations to the bargaining teams for consideration during the bargaining window.

4. Term Life Insurance

The RBBSC shall provide for each certificated employee a term life insurance policy with a benefit valued at \$50,000.

Teachers enrolled in the School Corporation's group term insurance plan shall pay not less than one dollar (\$1.00) per year.

5. Long-Term Disability

The RBBCSC shall provide long-term disability insurance from the South Central Indiana School Trust for each certificated employee.

The cost of the applicable premium will be paid by the school employer toward the cost of long-term disability insurance per teacher enrolled in the School Corporation's group long-term disability plan, with the teacher paying not less than one dollar (\$1.00) per year.

Disability claim notice must be filed within thirty (30) days of the onset of disability and an actual claim must be filed within ninety days of the onset of the disability in accordance with the terms of the disability policy.

The filing of this claim does not interfere with the employee's ability to use his / her personal sick leave days or to apply for days from the Sick Leave Bank and receive full reimbursement for those days. Compensation from the Sick Leave Bank shall be coordinated with the disability benefits at the rate of one-half (1/2) day increments.

6. Prorated Benefits

Benefits for teachers shall be pro-rated according to their percentage of full-time employment time. Benefits will be subject to plan eligibility.

**ARTICLE V**

**LEAVES**

A. **Paid Leave Days**

Each year, each full-time teacher shall have credited to his/her paid leave account a total of thirteen (13) days.

Unused leave days under this paragraph shall accumulate without limit for leave purposes. These days may be taken in one-half (1/2) day increments. It is recognized that students suffer when the contracted teacher is not in the classroom. If more than five (5) consecutive school days will be missed for anything other than health reasons, the leave request shall be submitted in advance and the portion of the leave above the five (5) consecutive days shall be subject to approval by the Administration.

Teachers shall give as much notice of absences as possible to the Substitute Secretary.

The days accumulated as paid leave days shall be the days utilized in calculating the Retirement Benefit in Article XII, paragraph A (2), but such accumulation shall be limited to a lifetime benefit of one hundred eighty-five (185) days for the purpose of said calculation.

A teacher shall be given a written accounting of accumulated leave on the payroll stub.

**B. Pandemic Leave**

1. ~~If a teacher has exhausted his/her leave time under the Families First Coronavirus Response Act (the "FFCRA") and s/he subsequently is unable to work because:
  - (a) ~~the teacher has been government ordered to quarantine.~~
  - (b) ~~the teacher has been advised by a health care provider to self-quarantine due to being exposed to COVID-19, or~~
  - (b) ~~the teacher is experiencing COVID-19 symptoms and is seeking a medical diagnosis~~(the "Qualifying Reasons"),  
  
then the teacher may apply for paid sick leave days in accordance with this Section.~~
2. ~~A teacher seeking paid sick leave days pursuant to this Section must make a written request to the School Administration for such leave.~~
3. ~~The teacher must provide medical certification to support each leave request.~~
4. ~~If the School Administration determines that the teacher satisfies one of the Qualifying Reasons, then the School Administration may grant up to 10 paid sick leave days per occurrence to the teacher at the teacher's regular rate of pay.~~
5. ~~The School Administration is authorized to grant paid sick leave days to a teacher for more than one qualifying occurrence when the teacher has a documented Qualifying Reason to apply for the paid sick leave day benefit provided pursuant to this section.~~
6. ~~The paid sick leave days granted per each qualifying occurrence may not exceed 10 days per occurrence.~~
7. ~~Any paid sick leave days granted by the Administration to a teacher pursuant to this Section will not be charged against any other paid leave accumulation that the teacher has under the collective bargaining agreement.~~

~~This Section expires on June 30, 2021 and shall no longer be a part of this collective bargaining agreement.~~

**C. Jury Duty**

A teacher may serve on jury duty with full salary from the Corporation provided that such teacher return to the Corporation all pay received for jury duty. Teachers may also deduct a reasonable amount for meals and parking which are not reimbursed by the court.

**D. Disability Leave**

These provisions shall apply to leave in all cases, except pregnancy and childbirth, in which a teacher is unable to perform his/her duties owing to disablement for any period greater than three (3) weeks. Such disability shall arise from major surgery, physical illness, mental illness, or injury.

1. Anticipated Disability. Where disability can reasonably be anticipated, as in the case of a scheduled operation, the teacher requesting leave shall notify the Office of the Superintendent of the expected time of leave twenty-one (21) calendar days prior to commencement of leave.
2. In instances in which the disability could not be reasonably anticipated, the leave shall begin when medically required. The School Corporation shall have the right to require documentation of such emergencies.
3. Except where a contract is not required under applicable statutes, the teacher and the school corporation shall execute a regular teacher's contract for each school year in which any part of a teacher's leave is granted.
4. Rules Governing Return:
  - a. At least twenty-one (21) calendar days prior to the date he/she wishes to return, the teacher shall notify the superintendent of such estimated time of return to teaching, or of the fact that such teacher does not intend to resume teaching duties.
  - b. The teacher shall furnish the school corporation proof of such teacher's continued disability at any time during the disability, if requested by the Superintendent of Schools.
  - c. The teacher shall notify the Superintendent as soon as such teacher has recovered from the disability and may resume his/her teaching duties, at such time as in the opinion of the teacher and the teacher's physician that the teacher is able to so resume, except as otherwise restricted in this paragraph and in paragraph 5 below. The School Corporation may, at its option, require the certification of the physician to this effect.
  - d. If the teacher desires that the leave be extended beyond the time that the teacher has in the physician's opinion recovered sufficiently to return to his active employment, and if the school corporation agrees to such extension, the

teacher's return shall be scheduled to coincide with the beginning of a semester, unless another or different date or return is set by the school corporation for reasons of administrative convenience, as determined by such corporation.

5. Position to Which Teacher Returns: Upon a teacher's return to work, the school corporation shall assign the teacher to the same position held by the teacher when the leave commenced or to a position for which he/she is certified.
6. Limitations: No leave under this policy may be granted for a period exceeding one (1) year. Upon the teacher's request, the Board may, at its option, grant up to one (1) additional year at a time under the provisions of this article.
7. Rights of Permanent, Semi-Permanent Teachers: No leave granted under these provisions shall change permanent, semi-permanent, or non-permanent rights of the teacher, except as, and if, they are changed by applicable law. Likewise, the school corporation's authority shall not be changed under these provisions, except as, and if, they are changed by applicable law.
8. Use of Paid Leave: Any teacher taking leave of absence under this policy may use any days of paid leave which the teacher has accumulated, but shall be required, at the option of the school corporation, to present a doctor's certificate of disability to justify such use of paid leave days. Such use of paid leave shall be limited to the teacher's personal disabilities directly related to the cause of the disability.
9. Within five (5) weeks after the teacher has applied for any leave under this policy, such teacher shall be furnished written notice of the School Corporation's decision.

#### **E. Pregnancy/Childbirth 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 disability 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 the child, if she notified the superintendent at least thirty (30) days before the date on which she wishes to start her leave. She shall notify the superintendent of the expected length of this 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 pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately on her request and the certification of the emergency from an attending physician.
2. All of part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's

physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay.

3. Except where a contract is not required under IC 20-6.1-4-10 through IC 20-6.1-4-16 in any situation occurring before or after the commencement of leave, the teacher and the school corporation shall execute a regular teacher's contract for each school year in which any part of the teacher's leave is granted. Upon a teacher's return to work, the School Corporation shall assign the teacher to the same position held by the teacher when the leave commenced or to a position for which he/she is certified.
4. Rights existing at the time leave commences, which arise from a teacher's:
  - a. Status as a permanent teacher
  - b. Accumulation of successive years of service
  - c. Service performed under a teacher's contract pursuant to IC 20-6.1-4-9
  - d. Status of rights negotiated under IC 20-7-5 shall remain intact except as provided in paragraph 3 above.
5. During leave the teacher may maintain coverage in any group insurance program by paying the total premium including the school corporation's share, if any, attributable to the leave period.
6. During leave extending into a part of a school year, a teacher shall accumulate sick leave in accordance with the provisions of IC 20-6.1-5-6 or any salary schedule of the school corporation providing greater sick leave, in the same proportion which the number of days the teacher is paid during such year for work or leave bears to the total number of days for which teachers are paid in the school corporation.
7. Consecutive leaves of absence for not more than one (1) year at a time may be granted upon application by the teacher and approval by the Board.

**F. Leaves of Absence Without Pay for Study**

1. The school employer shall grant a one (1) year or one semester leave of absence without pay upon application of a teacher for the purpose of:
  - a. Advanced study.
  - b. Teacher exchange programs.
  - c. Approved education travel.

The school employer may grant a one (1) year or one semester leave of absence without pay upon the application of the teacher for other reasons.

2. To qualify for this leave, the teacher must have completed five (5) years of service in this school corporation prior to taking the leave, an additional five (5) years of

service must be completed before another one (1) year or one semester leave.

3. Application for leave shall be made to the Office of the Superintendent not later than May 15 in the year prior to taking the leave.
4. Teachers shall notify the School Corporation not later than March 1 in the school year of the leave of their intent to return or not return for the upcoming school year.
5. Upon a teacher's return to work, the School Corporation shall assign the teacher to the same position held by the teacher when the leave commenced or to a position for which he/she is certified.

**G. Bereavement Leave**

Bereavement leave shall be granted to certified employees on the following basis:

1. The five (5) teaching days within the seven calendar days following the day of death of a resident of a teacher's household or a teacher's husband, wife, mother, father, sister, brother, grandmother, grandfather, children, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, and step-children.
2. Three (3) teaching days within the five calendar days following the death of a teacher's brother-in-law, sister-in-law, uncle, aunt, nephew, niece, grandmother-in-law, or grandfather-in-law.
3. Should the teacher not use all five of the days referenced in paragraph one above, the teacher may use one of the remaining days for the purpose of handling estate matters. This estate day must be used within one year of the day of the death.

**H. Adoptive Leave**

Adoptive leave may be granted for a period not to exceed one year. Upon initial application for the adoption, the teacher shall notify the Superintendent of his/her intent. The period of leave shall commence when the child is placed in the care of the teacher parent.

**I. Conference Attendance**

Each teacher may use at least one day per year for conference/workshop attendance in his/her subject area or for visiting other school corporations to observe his/her teaching area. Teachers shall cooperate with Building Administration in their requests so as not to impair the daily operation of the school. Such leave may also be used for educational conferences in related areas upon written approval of the Superintendent. Upon approval of the Superintendent, the Board shall pay for registration and transportation, and/or other approved expenses. The teacher(s) will agree to present or otherwise share information with colleagues and written and/or oral documentation will be provided that this sharing has taken place within thirty (30) days of the conference. (See Appendix G.)

**J. Family Illness Leave**

All teachers of the school corporation shall be allowed up to five (5) days leave per year with pay, not accumulative and not deducted from leave days, in case of serious illness, major surgery, military issues, or serious accident involving a member of the immediate family. The term "immediate family" shall be construed to mean all members of the immediate family by blood, marriage, or adoption (which includes spouse, children, parents, or others living in the teacher's household such as grandparents, grandchildren, mother-in-law, father-in-law, brothers, sisters, etc.) If additional days are needed, such days may be taken from the individual employee's accumulated leave days. Family illness leave shall not be available from the Sick Leave Bank described in Article VII, Sick Leave Bank, below.

**K. Family Medical Leave Act**

The benefits provided in the Family and Medical Leave Act (FMLA) shall apply to all teachers. All teachers on leave shall receive all insurance benefits in the same manner as all other employees, except as specified in this Agreement. Intermittent or reduced schedule leaves shall be available to teachers for all the types of leave mentioned in the FMLA. The leaves provided for by the FMLA shall be available to teachers for all members of the immediate family by blood, marriage, or adoption (which includes spouse, child, parent, or others living in the teacher's household such as brother, sister, grandchild, grandparent, etc). The teacher shall continue to accrue seniority for any time spent on an approved leave. The year for purposes of the FMLA shall be a school year.

L. A teacher, who accepts a summer school job does so in good faith and, to the best of his/her knowledge, plans to be there every day.

However, should a need occur, absence from summer school will be granted in the following circumstances:

1. Personal Leave-there will be no personal leave granted.
2. Personal illness –Twelve (12) summer school hours are granted for illness of the teacher. These hours shall not be deducted from the teacher's accumulated sick leave. These hours are strictly for summer school leave and any unused hours shall not accumulate.
3. Bereavement Leave –will be granted according to contract language (Article VI, Section F).

**M. Association Released Time**

There will be six (6) days per year during a "short session" year and eight (8) days per year during a "long session" year allotted for the President or his/her designee to lobby at the State Legislature or for other Association business. The Corporation will pay for the cost of the substitute teacher for the first three (3) days. The Association will pay for the remainder.

**ARTICLE VI**

**SICK LEAVE BANK**

**A. Purpose**

The purpose of the Sick Leave Bank is to keep members from undue financial burdens due to absence from work due to the member's illness, surgery, or incapacitation sufficiently severe that it would make their presence in school inadvisable. Paid Leave days for illness of family members shall not be available from the Sick Leave Bank. See "I", Family Illness Leave, and "J", Family Medical Leave Act, above.

Each illness or injury will be judged on its own merit. Two or more illnesses or injuries will be subject to separate awards of days. If there is a relationship between disability occurring at different times in the same school year, the committee may waive the three (3) consecutive day rule as stated below in Section D.

**B. Enrollment**

An opportunity for enrollment in the sick leave bank will be extended to non-members each year until October 1 on forms provided by the Superintendent's Office. Certificated staff members who are employed after the beginning of the school year will have a four (4) week period subsequent to the employment during which enrollment may take place. New members will contribute at the rate of one (1) day per year for a maximum four (4) days to be contributed by any member. Contributed days will be deducted from each volunteer's accumulated sick leave no later than October 15th.

**C. Bank Accumulation**

The days in the sick leave bank shall accumulate from year to year. In the event the bank becomes exhausted or is nearing exhaustion, the Superintendent's Office will notify the Advisory Committee and the Bargaining Representatives for the Association and the Board, and arrangements shall be made for bank members to make a required donation of one (1) additional day. Bank members who have not contributed a total of four (4) days will contribute first.

**D. Qualifications**

1. Any participating member who has exhausted his or her accumulated paid leave and who has also used three (3) consecutive uncompensated paid leave days will be eligible to apply to the Sick Leave Bank Committee for use of bank days.
2. The maximum number of days which may be granted to any member during any school year will be as follows:

<b>Yrs of Service to RBBCSC</b>	<b>Number of Days</b>
0-4	60

5-10	90
10+	120

3. A member's lifetime cap will be one hundred fifty (150) days.
4. Applications will be made in writing to the Committee and will be accompanied by a physician's statement describing the nature of the disability. Application for a grant may be made by a personal representative of the applicant in cases where the individual participant is unable to do so.
5. The Sick Bank Committee may ask the applicant to be examined by a physician, specialist, or psychiatrist designated by the Committee before granting such leave and at any time during the leave at the expense of the applicant.

**E. Advisory Committee**

The Superintendent and six members appointed by the Association shall serve on the Advisory Committee. They shall review requests for use of sick bank days. The Advisory Committee shall grant, deny, or stop usage of sick days from the bank. Grants may be retroactive upon the final approval. See Appendices D, E, and F for Sick Bank Form Applications.

**ARTICLE VII**

**GRIEVANCE PROCEDURE**

**A. Definitions**

For the purposes of this article:

1. "Grievance" is a dispute concerning the interpretation, application, or alleged violation of a specific article or section of this contract, statute, or Board policy and regulations or a claim or inequity in working conditions as they relate specifically to the individual grievant.
2. "Grievant" is an individual teacher filing on his own behalf.
3. "Day" is a regularly scheduled school day at which time teachers are required to be in attendance except during the summer break. At that time, "day" is defined as a regular business day.
4. "Non-building level grievance" is a claim for which the building principal lacks the authority to remedy.

**B. Procedures**

1. It is the objective of the Board and the Association to have all grievances resolved informally or at the earliest possible stage of this grievance procedure.
2. Nothing in this procedure shall be interpreted as a denial of the rights of any individual teacher to contact any administrative office within the school system in an attempt to resolve a problem or grievance. If a teacher has a complaint which he/she desired to discuss with a principal, supervisor, or the Superintendent, he/she is free to do so without recourse to grievance procedure.
3. In the event the grievant fails to exhaust his/her remedies under the grievance procedure provided above or fails to strictly abide by the time limits with respect to each step, the grievance shall be presumed to be abandoned and the matter shall be settled in accordance with the Administration's last answer thereto. All meetings and discussions necessary to implement these procedures shall be conducted after school hours or on non-school days. The grievant(s) must exhaust all steps in the grievance procedure before seeking Judicial or any other type of relief.
4. If an administrator fails to abide by the time limits with respect to each step, the grievance shall be advanced to the next step of the grievance procedure by the grievant's filing for appropriate forms with the proper official.
5. In the processing of any grievance, the parties may, upon mutual written consent, waive any of the time limits of this grievance procedure.
6. Grievance report forms shall be standardized and may be obtained from the office of each principal and in the Superintendent's Office.
7. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
8. If, after formal filing of a grievance, the grievant chooses not to be represented by the Association, the Association shall have the right to be present, and with the approval of the grievant, to state its views at all formal stages of the grievance procedure.
9. Non-building level grievances may be initiated at Step Three after the grievant has made a reasonable effort to resolve the grievance informally with the Superintendent's Office.

**C. Levels**

All grievances shall be disposed of in the following manner:

**1. StepOne-ImmediateSupervisor-InformalStep**

Within ten (10) days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance orally to the principal at a time when the grievant does not have students under direct supervision. Within five

(5) days after presentation of informal grievance in a principal's conference, the principal shall orally answer the grievance .

2. Step Two - The Principal - Formal Stage

- a. Within ten (10) 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 on the form provided by the principal.
- b. The grievance shall (1) name the teacher involved; (2) identify the specific provisions of this agreement alleged to be violated; (3) state the facts giving rise to the grievance; and (4) indicate the specific relief requested.
- c. Within five (5) days after receiving the written grievance, the principal shall give his written answer to the grievance.

3. Step Three - The Superintendent - Formal Stage

- a. If the grievance is not resolved in Step Two, the grievant may, within ten (10) days of the receipt of the principal's answer, appeal to the Superintendent in writing on a form provided by the Superintendent, along with any written response of the grievant to the answer of the principal. The Superintendent shall notify the grievant of the time and date the grievant's appeal will be heard in conference.
- b. The Superintendent, or designee, shall hear the grievance in conference within ten (10) days after receipt of any written grievance properly filed with the Superintendent's Office and shall render a written decision within ten (10) days after such a conference.

4. Step Four - The Board - Formal Stage

- a. If the grievance is not resolved in Step Three, the grievant may, within ten (10) days of the receipt of the Superintendent's answer, appeal to the Board in writing on a form provided by the Corporation along with any written response of the grievant to the answer of the Superintendent.
- b. The Board shall, within ten (10) days after the next regular scheduled Board meeting, schedule a hearing with the grievant. The Board's written decision shall be rendered within ten (10) days of such hearing.

## ARTICLE VIII

### RETIREMENT, EARLY RETIREMENT AND SEVERANCE BENEFITS

#### A. ~~Elimination of 2003-2006 Agreement's Early Retirement and Retirement Pay Benefit~~

~~The Board and Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and Association confirm that Article XII, Section A entitled "Retirement" and Article XII, Section B, entitled "Early Retirement" in the 2003-2006 contract are terminated and shall not apply to any teacher retiring or severing employment with the School Corporation on or after the Effective Date, unless the teacher exercises the Election of Benefits option set forth above. The parties further agree that Article XII, Section C, entitled "Section 403(b) Matching Annuity Plan" shall be replaced with the language found in Section F below.~~

~~Except as otherwise provided herein, those teachers who retired or severed employment before the Effective Date shall only be entitled to the retirement benefits contained in the 2003-2006 Agreement prior to this amendment ("2004-05 Retirement Amendment") as of the time of his or her retirement.~~

#### B. ~~Entitlement to Retirement Pay and Early Retirement Benefits, Vesting Requirements~~

~~Vesting Requirements for Retirement Pay and Early Retirement Section 401(a) Plans: Upon retirement from the Richland-Bean Blossom Community School Corporation, a teacher shall be fully vested in the Retirement Pay and Early Retirement Section 401(a) Plans described in this Article if the retiring teacher has satisfied the following requirements:~~

- ~~1. The teacher must have been employed by the Richland-Bean Blossom Community School Corporation for a total of ten (10) years prior to the resignation;~~
- ~~2. The teacher must meet the STRF defined "Rule of 85";~~
- ~~3. The teacher must be employed by the Richland-Bean Blossom Community School Corporation at the time of the request;~~
- ~~4. The teacher must submit a letter of intent to retire by July 1 of the summer preceding the last year school year of employment with the Richland-Bean Blossom Community School Corporation and a binding letter of retirement/resignation by February 1 of the last year of employment; and~~
- ~~5. The teacher must submit a statement of intent to retire from teaching in the public schools of Indiana and proof of qualification for STRF early retirement.~~

#### C. ~~Actuarial Determination of Value of Current Retirement and Early Retirement Benefits~~

~~Mccready & Keene, Inc. ("MK") has been selected to determine the present value of the unfunded Retirement Pay and Early Retirement benefits described in the 2003-2006~~

Agreement. In making this present value determination, MK shall use the following assumptions:

1. ~~**Interest Rate.** The assumed interest rate for purposes of determining the present value of the Retirement and Early Retirement benefits contained in the Prior Agreement is four and one-half percent (4.5%) for the 2004-05, 2005-06, and 2006-07 school years and seven and one-quarter percent (7.25%) per year thereafter. The interest rate reverts to four and one-half percent (4.5%) at the time of retirement.~~
2. ~~**Retirement Age.** It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-nine (59) or at the end of the current year, if the individual is already fifty-nine (59) or older unless the teacher exercises the Election of Benefit option provided in this Article.~~
3. ~~**Retirement Pay.** The anticipated amount of the Retirement Pay benefits contained in the 2003-06 Agreement shall be determined using the amount of annual benefit described in Article XII, Section A-2 of the 2003-06 Agreement. This calculation assumes that a teacher receives one hundred and fifty dollars (\$150.00) for each full year of service to the Richland Bean Blossom Community School Corporation. This calculation further assumes that each teacher is compensated at the non-discounted rate of eighty dollars (\$80.00) per day, based on his/her accumulated leave days in excess of one hundred (100) days up to a maximum of one hundred eighty-five (185) days.~~
4. ~~**Early Retirement Pay.** The anticipated amount of the Early Retirement contained in the Prior Agreement shall be determined using the amount of annual benefit described in Article XII, Section B-3 and the Section 403(b) offset provisions described in Article XII, Section C of the 2003-06 Agreement. However, it is assumed that individuals do not retire until the later of: (i) the attainment of age fifty-nine (59) or (ii) satisfaction of the eligibility requirements of Section B-2 of this new Article.~~
5. ~~**Turnover.** The parties agree that the T-3 turnover table was used by the actuary to calculate the present value of the retirement pay and early retirement benefits.~~
6. ~~**FICA.** The present value of the future Retirement and Early Retirement benefits contained in the 2003-06 Agreement will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the Retirement Pay benefits contained in the 2003-06 Agreement had been paid directly to the employee.~~
7. ~~**Exclusion of Employees.** Employees hired after May 30, 2004 shall not be entitled to any payment for the eliminated Retirement and Early Retirement benefits contained in the 2003-06 Agreement. In other words, no contribution shall be made for individuals hired or rehired on or after May 30, 2004.~~
8. ~~**Rehired Employees.** Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the School~~

Corporation after May 30, 2004. If the Board shall have approved a leave of absence of not more than one (1) fiscal year for an employee, such period of leave shall not result in forfeiture provided the employee shall promptly return to employment following the expiration of the period of leave.

9. ~~**Calculation Date.** The present value of the Retirement Pay benefits contained in the Prior Agreement shall be calculated as of June 30, 2004. The interest earned on the present value as of June 30, 2004, at the time the bond proceeds are actually deposited will be added to the June 30, 2004, present value at the time of deposit.~~

~~D. **Retirement Pay Section 401(a) Plan.**~~

~~The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan") for the Retirement Pay benefit for teachers employed by the Richland-Bean Blossom Community School Corporation prior to May 30, 2004. The total sum of the amount calculated by MK as the present value for the Retirement Pay benefit contained in the Prior Agreement shall then be contributed by the School Corporation to the Retirement Pay Section 401(a) Plan. The investment vendor for the Retirement Pay Section 401(a) Plan shall be determined by the School Corporation. The Retirement Pay Section 401(a) Plan's terms and conditions for the administration of the plan shall be as follows:~~

1. ~~**Separate Accounts.** The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the Retirement Pay Section 401(a) Plan.~~
2. ~~**Vesting.** Until such time that an employee has retired and satisfied the eligibility requirements set forth in Section B-1 of this Article, the employee shall have no access to the assets held in his or her separate Retirement Pay Section 401(a) Plan account.~~
3. ~~**Forfeiture.** If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section B-1 above for any reason, the terminated employee's Retirement Pay Section 401(a) Plan account shall be forfeited. The forfeited amounts shall be redistributed among the remaining participants on a prorated basis based upon the participant's share of the original buyout dollars.~~
4. ~~**Distributions.** Following retirement and the satisfaction of the requirements set forth in Section A-2(a) above, a retired employee may elect to commence distributions from his Retirement Pay Section 401(a) Plan account.~~
5. ~~**Death Benefit.** Furthermore, following the death of the employee who had otherwise satisfied the requirements of Section A-2(b) of this Article, any amounts remaining in the deceased employee's Retirement Pay Section 401(a) Plan account will be paid to the employee's designated beneficiary, or in the absence of a designated beneficiary,~~

the employee's estate.

6. ~~**Costs.** The School Corporation shall not be paid any compensation for its services performed on behalf of the Retirement Pay Section 401(a) Plan. All costs incurred in the administration of the Retirement Pay Section 401(a) Plan and investment fees shall be paid from the Retirement Pay Section 401(a) Plan assets.~~
7. ~~**Additional Plans.** The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.~~

~~E. **Early Retirement Section 401(a) Plan.**~~

~~The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan") for the Early Retirement benefit for teachers employed by the Richland-Bean Blossom Community School Corporation prior to July 1, 1998. The total sum of the amount calculated by MK as the present value for the Early Retirement benefit contained in the 2003-06 Agreement shall then be contributed by the School Corporation to the Early Retirement Section 401(a) Plan. The investment vendor for the Early Retirement Section 401(a) Plan shall be determined by the School Corporation.~~

~~The Early Retirement Section 401(a) Plan's terms and conditions for the administration of the plan shall be as follows:~~

1. ~~**Separate Accounts.** The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the Early Retirement Section 401(a) Plan.~~
2. ~~**Vesting.** Until such time that an employee has retired and satisfied the eligibility requirements set forth in Section B-2 of this Section, the employee shall have no access to the assets held in his or her separate Early Retirement Section 401(a) Plan account.~~
3. ~~**Forfeiture.** If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section B-2 above for any reason, the terminated employee's Early Retirement Section 401(a) Plan account shall be forfeited. The forfeited amounts shall be redistributed among the remaining participants on a prorated basis based upon the participant's share of the original buyout dollars.~~
4. ~~**Distributions.** Following retirement and the satisfaction of the requirements set forth in Section B-2 above, a retired employee may elect to commence distributions from his Early Retirement Section 401(a) Plan account.~~

- ~~5. **Death Benefit.** Furthermore, following the death of the employee who had otherwise satisfied the requirements of Section B-2 of this Article, any amounts remaining in the deceased employee's Early Retirement Pay Section 401(a) Plan account will be paid to the employee's designated beneficiary, or in the absence of a designated beneficiary, the employee's estate.~~
- ~~6. **Costs.** The School Corporation shall not be paid any compensation for its services performed on behalf of the Early Retirement Pay Section 401(a) Plan. All costs incurred in the administration of the Early Retirement Section 401(a) Plan and investment fees shall be paid from the Early Retirement Section 401(a) Plan assets.~~
- ~~7. **Additional Plans.** The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.~~

**F. A. Retirement Savings Plan.**

1. Effective with the 2004-05 school year, all teachers shall have the option of investing in the Section 403(b) Plan to the maximum allowable under Federal law. Effective with the 2004-05 school year, the Board will match such teacher contributions in a qualified Section 401(a) Annuity Plan ("401(a) Plan") maintained by the Board on behalf of the teacher on a dollar for dollar basis according to the following schedule :
  - A. Teachers employed by the School Corporation on or before May 30, 2004 – up to two and three quarters percent (2.75%) of the certified employee's Salary Schedule Salary. Effective October 1, 2009, the match will be .75%. On July 1, 2010, the match will increase to return to 1.25%. This 1.25% will be effective with the first pay for 2010-11. On July 1, 2011, the match will increase to 1.75%. This 1.75% will be effective with the first pay for 2011-12. On July 1, 2012, the match will return to 2.75%. This 2.75% will be effective with the first pay for 2012-13.  
Effective January 1, 2022, ~~2020~~, the match will be 2.5%.
  - B. Teachers employed by the School Corporation after May 30, 2004 – up to three percent (3%) of the teacher's Salary Schedule Salary. Effective October 1, 2009, the match will be 1%. On July 1, 2010, the match will increase to 1.5%. This 1.5% will be effective with the first pay for 2010-11. On July 1, 2011, the match will increase to 2%. This 2% will be effective with the first pay for 2011-12. On July 1, 2012, the match will return to 3%. This 3% will be effective with the first pay for 2012-13. Effective January 1, 2020, the match will be 2%. Effective January 1, 2022, the match will be 2.5%.

This Section 401(a) account shall be in addition to the Section 401(a) accounts

established for the retirement and early retirement buyout dollars in Sections D and E above.

2. The parties agree that all increases in contributions made by the Board to the Section 401(a) Plan on behalf of certified employees shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for certified employees.
3. Employees hired before May 30, 2004, shall be one hundred percent (100%) vested in any contributions made by the Board on the employee's behalf to the Section 401(a) Plan. Employees hired after May 30, 2004, shall be one hundred percent (100%) vested in any contributions made by the Board on the employee's behalf to the Section 401(a) Plan when the employee has five (5) completed years of service. For purposes of this section, "completed years of service" refers to and is calculated by the number of regular or temporary teacher's contracts (no more than one contract per school year) executed by the employee. A teacher who is not fully vested in this program and who voluntarily resigns shall not retain any prior partial vesting rights if ever rehired by the Board. Any teacher whose contract is terminated during the vesting period by the Board (except due to a reduction-in-force) shall forfeit all rights to all non-vested amounts contributed by the Board on the teacher's behalf to the Section 401(a) Plan.

**G. B. Retirement Pay Buyout**

**1. Retirement Pay Buyout For Teachers Hired Prior to May 30, 2004.**

All teachers hired before May 30, 2004, who have an Unused Leave Accumulation of one hundred (100) days or more will receive eighty dollars (\$80.00) (non-discounted) per day for all leave days above 100 days. The money shall be deposited into the teacher's Section 401(a) account when the School Corporation receives the Senate Bill 199 pension bond proceeds. Thereafter, the Board will buy a teacher's unused annual leave days in excess of one hundred (100) days, until such time as the Board has bought a total of eighty-five (85) additional leave days from the teacher, and deposit such money into the teacher's Section 401(a) account by August 1 each year. The Board will buy these days at the rate of pay for a licensed substitute teacher in effect on August 1 of that year. In no case will the Board reimburse the teacher for more than one hundred and eighty-five (185) cumulative leave days. However, the teacher may accumulate an unlimited number of days for leave purposes.

At the time the teacher retires, the Board will buy the teacher's unused accumulated leave days up to a career total of one hundred eighty-five (185) days at the rate of pay for a licensed substitute teacher in effect on June 1 in the year the teacher retires. Up to \$2,000 of this benefit will be added to the teacher's last contract and paid to the teacher by June 30 of the year that begins the teacher's retirement. The remainder of this benefit shall be paid as retirement on June 30 of the year that begins the teacher's retirement.

**2. Retirement Pay Buyout for Teachers Hired After May 30, 2004**

Teachers hired after May 30, 2004 may accumulate up to one hundred (100) unused leave days. Once a teacher has accumulated one hundred (100) unused leave days, the Board will buy back unused leave days at the end of each school year at the rate of fifty dollars (\$50.00) per day and deposit such money into the teacher's Section 401(a) account by August 1. . **For teachers hired after May 30, 2004, the Board will buy back up to a career total of 185 unused leave days at the rate of \$50 per day at the time the teacher retires. This money will be deposited into the teacher's Section 401(a) account on the teacher's last contract pay of the school year in which the teacher retires.**

**H. C. Retiree Insurance**

- 1.** Teachers choosing early retirement will also be eligible for membership in the RBB group health and dental insurance plans until they become eligible for full Medicare benefits if they pay the full premium and if they and the dependents concerned were enrolled in the plans at the time of retirement. Additional dependents may not be added to the insurance plans after the teacher retires. Payment of the total premium(s) from early retirees will be due on the first of the first August and the first day of every month thereafter following early retirement. Payments must be made thirty days prior to the month of coverage.
- 2.** Teachers choosing early retirement who are also eligible for reduced Social Security may remain on the group health plan with the corporation continuing their same level of contribution as that for an active employee in exchange for the teacher serving as a substitute teacher in the corporation under the following conditions:
  - (a) For a single health plan contribution, the teacher agrees to be a volunteer substitute teacher for thirty-five (35) school days.
  - (b) For a family health plan contribution, the teachers agree to be a volunteer substitute teacher for sixty-five (65) school days.
  - (c) The teacher may remain on a family plan, agree to volunteer sub for 35 days and pay the remainder of the family plan premium above the amount paid by the corporation toward a single plan.
  - (d) A penalty fee of 3% of the cost of the corporation insurance will be charged for each day not completed for those choosing the single plan and 35 days.
  - (e) A penalty fee of 1.5% of the cost of the corporation insurance will be charged for each day not completed for those choosing the family plan and 65 days.
  - (f) The teacher must opt-in to this program by April 1 of the year preceding this retiree health insurance coverage by notification to the office of the superintendent.

- (g) The teacher may opt-out of this program by notifying the office of the superintendent by April 1st.
- (h) The retiree may continue in the program from the time they are eligible for reduced Social Security until the time they are eligible to receive Medicare coverage.
- (i) This insurance coverage will begin with the start of the contract year (first teacher pay) and continue until the beginning of the next year's contract.

## ARTICLE IX

### TERM AND GENERAL PROVISIONS

#### A. Term

This Contract shall be effective as of July 1, ~~2020~~ 2021 and shall continue in effect through June 30, ~~2021~~ 2022.

#### B. General Provisions

1. This contract supersedes and cancels all previous contracts between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties.
2. If any provisions of this contract or any application of this contract to any employee or group of employees is held to be contrary to law by any tribunal of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
3. All items of agreement by and between the parties, the Board of School Trustees of Richland-Bean Blossom Community School Corporation herein referred to as "Board" and the Richland-Bean Blossom Education Association herein referred to as "Association" are hereby reduced to writing and attested to by authorized representatives.
4. All bargainable issues have been discussed during the bargaining leading to this Contract, and no additional bargaining on said issues will be conducted on any item, whether contained herein or not, during the life of this Contract, unless the parties, by supplemental written agreement hereto, agree to conduct additional bargaining on said issues.
5. Tuition Credit Bank credits from Indiana University shall be awarded by a majority vote of Credit Bank Committee meetings convened in October and March. Committee

members shall be the Superintendent, one building administrator, and three (3) teachers appointed by the RBBEA.

The undersigned attest to the following:

- A. A public hearing was held in compliance with Indiana Code 20-29-6-1(b) on \_\_\_\_\_, 2021, and electronic participation from the parties and/or public [was/was not] permitted, and
- B. A public meeting in compliance with Indiana Code 20-29-6-19 was held on \_\_\_\_\_, 2021, to discuss the tentative agreement and electronic participation from the governing body and or public [was/was not] permitted.

Therefore, this agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Board and the Association, as defined herein, and is attested to by the representatives whose signatures appear below. The Board ratified the CBA on \_\_\_\_\_, 2021 and the Association ratified the CBA on \_\_\_\_\_, 2021, and is attested to by the respective representatives whose signatures appear below.

Paragraph A is attested to by the Board and Association representatives whose signatures appear below. Paragraph B is attested to by the Board representatives whose signatures appear below.

Attested on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

FOR BOARD OF SCHOOL TRUSTEES  
OF THE RICHLAND-BEAN BLOSSOM  
COMMUNITY SCHOOL CORPORATION:

FOR THE RICHLAND-BEAN  
BLOSSOM EDUCATION  
ASSOCIATION:

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Vice President



**APPENDIX A**

**RICHLAND-BEAN BLOSSOM COMMUNITY SCHOOL CORPORATION  
2020-2021 2021-2022  
SALARY GRID**

-	BS	MS	-
A	\$38,500	\$40,500	A
B	\$40,000	\$42,000	B
C	\$41,500	\$43,500	C
D	\$43,000	\$45,000	D
E	\$44,500	\$46,500	E
F	\$46,000	\$48,000	F
G	\$47,500	\$49,500	G
H	\$49,000	\$51,000	H
I	\$50,500	\$52,500	I
J	\$52,000	\$54,000	J
K	\$53,500	\$55,500	K
L	\$55,000	\$57,000	L
M		\$58,500	M
N		\$60,000	N
O		\$61,500	O
P		\$63,000	P
Q		\$64,500	Q
R		\$66,000	R
S	-	\$67,500	S
T	-	\$69,000	T
U	-	\$70,500	U
V	-	\$72,000	V
W	-	\$73,500	W
X		\$75,000	X

**Teacher Salary Grid 2021-2022**

	BS	MS
A	\$41,500	\$43,500
B	\$43,000	\$45,000
C	\$44,500	\$46,500
D	\$46,000	\$48,000
E	\$47,500	\$49,500
F	\$49,000	\$51,000
G	\$50,500	\$52,500
H	\$52,000	\$54,000
I	\$53,500	\$55,500

J	\$55,000	\$57,000
K	\$56,500	\$58,500
L	\$58,000	\$60,000
M		\$61,500
N		\$63,000
O		\$64,500
P		\$66,000
Q		\$67,500
R		\$69,000
S		\$70,500
T		\$72,000
U		\$73,500
V		\$75,000
W		\$76,500

**A. INPRS Contribution:** In addition to the compensation provided above, the Board shall pay to the Indiana Public Retirement System (INPRS) an additional three percent (3.00%) of each certificated employee's compensation as the teacher's contribution obligation to the Indiana Public Retirement System (INPRS)

**B. Eligibility**

- a. A teacher must receive an evaluation rating of Effective or Highly Effective.
- b. Any teacher receiving an evaluation rating of Ineffective or Improvement Necessary will not be eligible for any increase to salary, except those who are eligible per IC 20-28-9-1.5(f). Specifically, teachers in their first two full years of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating the prior school year.

**C. Factors and Definitions:**

- 1. Education – A teacher must complete an additional content area degree (Masters) beyond the requirement for employment. Eligible content areas are those defined by the IDOE in which the teacher currently teaches.
- 2. Evaluation -The teacher must receive an evaluation rating of Effective or Highly Effective for the prior school year. Any teacher receiving an evaluation rating of Ineffective or Improvement Necessary will not be eligible for any increase to salary, except those who are eligible per IC 20-28-9-1.5(f) and will remain at their prior school year base salary.
- 3. Academic Needs – ~~Academic Needs is defined as the need to retain certain teachers identified by the parties during bargaining as important to the school corporation to~~

~~retain in order to maintain educational continuity.~~

4. Academic Need - Teachers who the parties identified during bargaining as important to the school corporation to retain **due to their current salary** will receive a base salary increase of \$1500.

~~5. \_\_\_\_\_~~

**D. Movement on the Salary Schedule:**

1. Teachers who the parties identified during bargaining as important to the school corporation to retain **due to their current salary** will receive a base salary increase of \$1500.
- 2.
3. Teachers who receive an evaluation rating of effective or highly effective on their prior school year advance one step on the salary grid.
4. Teachers who earned a Master's degree will move across in the same row in the Master's column .
5. Teachers at the top MS step will receive a \$1500 stipend in addition to the \$1500 added to the top MS step. (\$76,500 plus a \$1500 stipend)
- 6.
7. ~~Teachers who the parties identified during bargaining as important to the school corporation to retain will receive a base salary increase of \$1500.~~

**E. Weights Assigned to Factors**

1. Evaluation \$1500
2. Education \$1500
3. Academic Needs \$1500

**F. Redistribution**

Any funds otherwise allocated for teachers who received evaluation ratings of ineffective or improvement necessary will be equally distributed as a stipend among teachers who receive an evaluation rating of effective or highly effective for the same evaluation period no later than the end of the contract term.

**G. Salary Range**

The Salary Range for returning teachers for the ~~2020-2021~~ 2021-2022 school prior to any base increases is \$38,500 to ~~73,500~~ \$75,000.

**H. Lack of Funding**

If sufficient funding is not available in any future year to fund complete movement on the salary schedule of all teachers who would otherwise meet the requirements to move on

the schedule, then the parties will negotiate an alternative compensation arrangement that is compliant with Indiana law and comports with the funding available (if any) at that time.

I. New Hires

New hires with no experience will be placed at the lowest step in the column that corresponds to their academic degree. New hires with previous teaching experience will be placed on a row that is equal to the salary earned by the teacher at the teacher's prior school district or may be placed on the next nearest level that exceeds that salary. If that placement places the teacher on a row that exceeds a row in that column occupied by the mathematical mode of teachers with the same years of experience as the newly hired teacher, the superintendent is required to notify the president of the association within twenty (20) days.

**Appendix B-1  
EXTRA-DUTY POSITIONS**

**2020-2021**

The first line is the amount added to Salary and Individual Contract.  
The second line is the Salary and Board paid 3% to the ISTRF.

		3%TRF
Basketball - Girls' Head Coach	<b>\$7416</b>	<b>\$7638</b>
<b>Schedule I</b>	<b>\$3623</b>	<b>\$3731</b>
Wrestling - Head Coach (HS)		
Track - Boys' Head Coach (HS)		
Track - Girls' Head Coach (HS)		
Swimming - Boys' (HS) Swimming - Girls (HS)		
Band Director		
Music Warehouse Director		
Baseball - Head Coach (HS)		
Volleyball - Head Coach (HS)		
Softball - Head Coach (HS)		
<b>Schedule II</b>	<b>\$3102</b>	<b>\$3198</b>
Soccer –Boys(HS) Soccer –Girls(HS)		
Cross Country - Girls' Coach (HS)		
Cross Country - Boys' Coach (HS) Golf - Boys' Head Coach (HS) Football - Varsity Asst. (HS) (2) Football - Asst Coach (HS) (1)		
<b>Schedule III</b>	<b>\$2586</b>	<b>\$2666</b>
Tennis –Boys' Head Coach (HS)		
Tennis - Girls' Head Coach (HS) Golf - Girls' Head Coach (HS) Basketball - Boys' Jr Varsity (HS) Basketball - Boys' Varsity Asst (HS)		

Gymnastics

Basketball - Girls' Jr Varsity (HS)  
 Basketball- Girls' Varsity Asst (HS)  
 Basketball - Boys' 9th Grade Basketball -  
 Girls' 9th Grade Wrestling - Asst Coach  
 (HS)  
 Track - Boys' Asst (HS)  
 Track - Girls' Asst (HS)  
 Athletic Director (JH)  
 Choir Director (JH) Band  
 Director (JH)

<b>Schedule IV</b>	<b>\$2068</b>	<b>\$2132</b>
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Baseball - Asst Coach (HS)  
 Football-9th Grade  
 Soccer - Boys' Asst (HS)  
 Soccer-Girls' Asst (HS)  
 Softball - Asst Coach (HS)  
 Volleyball- Asst Coach (HS)  
 Marching Band  
 Auditorium Director (annual)  
 Winter Guard Director

<b>Schedule V</b>	<b>\$1810</b>	<b>\$1866</b>
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Basketball - Boys' 7th Grade  
 Basketball - Boys' 8th Grade  
 Basketball - Girls' 7th Grade  
 Basketball - Girls' 8th Grade  
 Pool Director (school year)  
 Department Head (HS) (9)  
 Cheerleader Sponsor (HS)  
 Choreographer - Music Warehouse (HS)(1)

<b>Schedule VI</b>	<b>\$1551</b>	<b>\$1599</b>
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Football - 7th Grade  
 Football - 8th Grade  
 Volleyball - 7th Grade  
 Volleyball - 3th Grade

Basketball - Boys' 6th Grade  
 Basketball - Girls' 6th Grade  
 Wrestling - Head Coach (JH)  
 Track - Boys' Head Coach (JH)  
 Track - Girls' Head Coach (JH)  
 Music Drama Coach (HS one musical)  
 Drama Coach (HS two plays)  
 Junior Class Sponsor (2) Yearbook  
 Sponsor (HS)  
 Tennis Asst. Boy's (HS) ( If more than 12 retain)  
 Tennis Asst. Girls's (HS) ( If more than 12 retain)  
 Swimming - Girls' Asst (HS)  
 Swimming - Boys' Asst (HS)  
 Diving Coach (HS)  
 Dance Squad (HS)  
 Track Throwing  
 Baseball - Boys' 9th Grade (if full season scheduled)  
 Softball - Girls' 9th Grade (if full season scheduled)  
 Volleyball - Girls' 9th Grade (if full season scheduled)  
 Technology Coordinator (5)  
 Speech Team Sponsor Cheerleader  
 Sponsor (JH)(1) Cross Country  
 Asst (HS) – Boys  
     Only if 12 or more on team  
 Cross Country Asst (HS) – Girls  
     Only if 12 or more on team

**Schedule VII**

**\$1294**

**\$1334**

Swimming - Boys' (JH)  
 Swimming - Girls' (JH)  
 Cheerleader - Asst HS (1)  
 Cross Country (JH)(2)  
 JV Cheerleading (1)  
 Tennis Coach (JH) (1) Softball  
 Head Coach (JH) (1)

**Schedule VIII****\$1035****\$1067**

Track-Boys' Asst (JH)  
 Track-Girls' Asst (JH)  
 Football -Asst (JH) (2)  
 Wrestling-Asst (JH)  
 Cross Country Asst. (JH) (1)  
 Choreographer Asst. - Music Warehouse (New Edition)  
 Diving Coach (JH)  
 Yearbook Sponsor (JH) (1)  
 Softball Asst. Coach (JH) (1)  
 Basketball –5th Grade Asst (2)  
 Basketball –7/8 Grade Asst (4)  
 Unified Track Coach (HS) (2)

**Schedule IX****\$777****\$534801**

Senior Class Sponsor (2)  
 National Honor Society Sponsor (HS)  
 Student Council Sponsor (HS) (2)  
 Academic Coach (HS) (6)  
 Freshman Class Sponsor (2)

**Schedule X****\$517****\$533**

Summer Band Asst (HS) (2)  
 SAVE Club  
 Student Council Sponsor (JH) (2)

**Schedule XI****\$259****\$267**

Art Club Sponsor (HS)  
 Junior High Dept Heads (6)  
 FACS (HS)  
 French Club Sponsor (HS)  
 German Club Sponsor (HS)  
 Spanish Club Sponsor (HS)  
 Key Club Sponsor (HS)  
 JETS Club (HS)  
 Sophomore Class Sponsor  
 Bradford Woods - 5th Grade  
 Student Council Sponsor (Elem) (2)

Music Program (Elem) (3)  
School Improvement Committee (6 per building)  
Elementary Grade Level Chair

Only those ECA positions expressly provided for by this contract will be paid.  
Individuals receiving pay for any ECA position will perform the duties required for that position.

**APPENDIX B-2**

**EXTENDED CONTRACTS**

Index is based on the individual teacher's base salary.

The specific positions, number of positions, and the number of days listed are for information only and were not bargained.

High School Counselor (20 days) 1 position	0.10
High School Counselor (10 days) 1 position	0.05
Jr. High School Counselor (10 days) 2 positions	0.05
Special Education Psychologist (10 days) 3 positions	0.05

APPENDIX C

Richland-Bean Blossom Community School Corporation and  
Richland-Bean Blossom Education Association  
(Early) Retirement Notification and Resignation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Teacher's home address)

February 1, \_\_\_\_\_

Dear \_\_\_\_\_ (Superintendent)

Pursuant to the RBBCSC-RBBEA collective bargaining agreement, I hereby tender to you my retirement (early) effective at the end of the \_\_\_\_\_ to \_\_\_\_\_ school year and my resignation as \_\_\_\_\_ at \_\_\_\_\_ School effective at that time.

My birth date is \_\_\_\_\_ - At the close of this school year, I have \_\_\_\_\_ years of service in RBBCSC and \_\_\_\_\_ accumulated leave days. I qualify for ISTRF early retirement and meet the "Rule of 85" with \_\_\_\_\_ years of age and \_\_\_\_\_ years of service for a total of \_\_\_\_\_ at the close of this school year.

If you have questions or concerns regarding my early retirement, please let me know.

Sincerely,

\_\_\_\_\_

\_\_\_\_\_

cc: Building  
Principal/Immediate  
Supervisor Co-  
Presidents, R-BBEA

**APPENDIX D**

**TEACHERS ONLY**

**SICK LEAVE BANK  
AUTHORIZATION**

I, \_\_\_\_\_, the undersigned employee hereby voluntarily contribute and transfer one day from my personal paid leave accumulation to the sick leave bank established by the Richland-Bean Blossom Community School Corporation as provided in the master contract.

I understand that I relinquish any and all claims to the said one day paid leave transferred to the sick bank. Said day may not be used for any purpose other than that provided for in the contract as relates to the sick leave bank.

\_\_\_\_\_  
Employee's Signature

(Please return to your Building Principal)

**APPENDIX E**

**RICHLAND-BEAN BLOSSOM COMMUNITY SCHOOL**

**CORPORATION SICK LEAVE BANK APPLICATION**

Members may apply to the sick leave bank only after three unpaid absences due to disability. All information received will be kept confidential by all members of the sick leave bank committee .

NAME \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_ SCHOOL \_\_\_\_ YEARS IN RBBCSC \_\_\_\_

I am applying for \_\_\_\_\_ days from

the sick leave bank. I hereby consent to

the following rules and regulations:

1. All information given is shown to be correct and accurate .
2. I will authorize my physician to forward all necessary information related to my disability for which this application is filed.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\*\*\*\*\*

Please describe briefly the circumstances of your illness. (The more information the committee has the easier it will be for the committee to reach a decision.)

**TO BE COMPLETED BY PERSONNEL RECORDS CLERK:**

Date of last paid sick leave day from applicant's reserve : \_\_\_\_\_

\_\_\_\_\_ Dates of

uncompensated days: \_\_\_\_\_

**APPENDIX F**  
**PHYSICIAN'S REPORT**  
(This section to be filled out by the applicant.)

I authorize the transmittal by the physician named below, of all necessary information related to my disability in connection with my application for a grant from the R-BBCSC sick leave bank.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_

Name of Physician \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\*\*\*\*\*

(This section to be filled out by physician.)

Name of Patient \_\_\_\_\_

Date of original consultation with patient \_\_\_\_\_

When do you estimate the patient will be able to return to duty?

\_\_\_\_ Describe briefly the nature and circumstances of the disability:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Physician's Signature \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX G  
CONFERENCE ATTENDANCE

3243 F1

PROFESSIONAL MEETING/VISITATION REQUEST FORM

Name \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

Date(s) of meeting/visitation: \_\_\_\_\_

Location of meeting/visitation: \_\_\_\_\_

Nature of conference , professional meeting or visitation day. Briefly describe:

Estimated Expenses

Mileage \_\_\_\_\_ miles @ \_\_\_\_\_ per mile \$ \_\_\_\_\_ \$ \_\_\_\_\_

-

Plane, bus, train, and/or taxi fares \$ \_\_\_\_\_ \$ \_\_\_\_\_

Registration fees \$ \_\_\_\_\_ \$ \_\_\_\_\_

Meals (not to exceed \$ \_\_\_\_\_ per day) \$ \_\_\_\_\_

Parking \$ \_\_\_\_\_

Lodging (only for locations beyond \_\_\_\_\_ miles from the Corporation.  
The Superintendent may approve exceptions) \$ \_\_\_\_\_

TOTAL ESTIMATED EXPENSES \$ \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

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Principal's Recommendation

Date

---

Superintendent's Approval

Date

The applicant must pay all expenses and submit the receipts along with the Professional Meeting Reimbursement Request Form for reimbursement.

Please accompany this application with a purchase order for all expenses.

Appendix H

2021-2022 Pay Dates

<b>2021 - 2022 Contract Year Pay Dates</b>
September 3rd, 2021
September 17th, 2021
October 1st, 2021
October 15th, 2021
October, 29th, 2021
November 12th, 2021
November 26th, 2021
December 10th, 2021
December 24th, 2021
January 7th, 2022
January 21st, 2022
February 4th, 2022
February 18th, 2022
March 4th, 2022
March 18th, 2022
April 1st, 2022
April 15th, 2022
April 29th, 2022
May 13th, 2022
May 27th, 2022
June 10th, 2022
June 24th, 2022
July 8th, 2022
July 22nd, 2022
August 5th, 2022
August 19th, 2022

Beginning Teachers may have a 27 pay out contract to help decrease the time between paychecks.

## Appendix I

### Retirement Buyout (included for historical purposes)

#### **A. Elimination of 2003-2006 Agreement's Early Retirement and Retirement Pay Benefit**

The Board and Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and Association confirm that Article XII, Section A entitled "Retirement" and Article XII, Section B, entitled "Early Retirement" in the 2003-2006 contract are terminated and shall not apply to any teacher retiring or severing employment with the School Corporation on or after the Effective Date, unless the teacher exercises the Election of Benefits option set forth above. The parties further agree that Article XII, Section C, entitled "Section 403(b) Matching Annuity Plan" shall be replaced with the language found in Section F below.

Except as otherwise provided herein, those teachers who retired or severed employment before the Effective Date shall only be entitled to the retirement benefits contained in the 2003-2006 Agreement prior to this amendment ("2004-05 Retirement Amendment") as of the time of his or her retirement.

#### **B. Entitlement to Retirement Pay and Early Retirement Benefits, Vesting Requirements**

Vesting Requirements for Retirement Pay and Early Retirement Section 401(a) Plans: Upon retirement from the Richland-Bean Blossom Community School Corporation, a teacher shall be fully vested in the Retirement Pay and Early Retirement Section 401(a) Plans described in this Article if the retiring teacher has satisfied the following requirements:

3. The teacher must have been employed by the Richland-Bean Blossom Community School Corporation for a total of ten (10) years prior to the resignation;
4. The teacher must meet the STRF-defined "Rule of 85";
5. The teacher must be employed by the Richland-Bean Blossom Community School Corporation at the time of the request;
6. The teacher must submit a letter of intent to retire by July 1 of the summer preceding the last year school year of employment with the Richland-Bean Blossom Community School Corporation and a binding letter of retirement/resignation by February 1 of the last year of employment; and
7. The teacher must submit a statement of intent to retire from teaching in the public schools of Indiana and proof of qualification for STRF early retirement.

#### **C. Actuarial Determination of Value of Current Retirement and Early Retirement Benefits**

Mccready & Keene, Inc. ("MK") has been selected to determine the present value of the unfunded Retirement Pay and Early Retirement benefits described in the 2003-2006 Agreement. In making this present value determination, MK shall use the following assumptions:

1. **Interest Rate.** The assumed interest rate for purposes of determining the present value of the Retirement and Early Retirement benefits contained in the Prior Agreement is four and one-half percent (4.5%) for the 2004-05, 2005-06, and 2006- 07 school years and seven and one quarter percent (7.25%) per year thereafter. The interest rate reverts to four and one-half percent (4.5%) at the time of retirement.
2. **Retirement Age.** It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-nine (59) or at the end of the current year, if the individual is already fifty-nine (59) or older unless the teacher exercises the Election of Benefit option provided in this Article.
3. **Retirement Pay.** The anticipated amount of the Retirement Pay benefits contained in the 2003-06 Agreement shall be determined using the amount of annual benefit described in Article XII, Section A-2 of the 2003-06 Agreement. This calculation assumes that a teacher receives one hundred and fifty dollars (\$150.00) for each full year of service to the Richland-Bean Blossom Community School Corporation. This calculation further assumes that each teacher is compensated at the non-discounted rate of eighty dollars (\$80.00) per day, based on his/her accumulated leave days in excess of one hundred (100) days up to a maximum of one hundred eighty-five (185) days.
4. **Early Retirement Pay.** The anticipated amount of the Early Retirement contained in the Prior Agreement shall be determined using the amount of annual benefit described in Article XII, Section B-3 and the Section 403(b) offset provisions described in Article XII, Section C of the 2003-06 Agreement. However, it is assumed that individuals do not retire until the later of: (i) the attainment of age fifty- nine (59) or (ii) satisfaction of the eligibility requirements of Section B-2 of this new Article.
5. **Turnover.** The parties agree that the T-3 turnover table was used by the actuary to calculate the present value of the retirement pay and early retirement benefits.
6. **FICA.** The present value of the future Retirement and Early Retirement benefits contained in the 2003-06 Agreement will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the Retirement Pay benefits contained in the 2003-06 Agreement had been paid directly to the employee.
7. **Exclusion of Employees.** Employees hired after May 30, 2004 shall not be entitled to any payment for the eliminated Retirement and Early Retirement benefits contained in the 2003-06 Agreement. In other words, no contribution shall be made for individuals hired or rehired on or after May 30, 2004.

8. **Rehired Employees.** Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the School Corporation after May 30, 2004. If the Board shall have approved a leave of absence of not more than one (1) fiscal year for an employee, such period of leave shall not result in forfeiture provided the employee shall promptly return to employment following the expiration of the period of leave.
9. **Calculation Date.** The present value of the Retirement Pay benefits contained in the Prior Agreement shall be calculated as of June 30, 2004. The interest earned on the present value as of June 30, 2004, at the time the bond proceeds are actually deposited will be added to the June 30, 2004, present value at the time of deposit.

D. **Retirement Pay Section 401(a) Plan.**

The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan") for the Retirement Pay benefit for teachers employed by the Richland-Bean Blossom Community School Corporation prior to May 30, 2004. The total sum of the amount calculated by MK as the present value for the Retirement Pay benefit contained in the Prior Agreement shall then be contributed by the School Corporation to the Retirement Pay Section 401(a) Plan. The investment vendor for the Retirement Pay Section 401(a) Plan shall be determined by the School Corporation. The Retirement Pay Section 401(a) Plan's terms and conditions for the administration of the plan shall be as follows:

1. **Separate Accounts.** The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the Retirement Pay Section 401(a) Plan.
2. **Vesting.** Until such time that an employee has retired and satisfied the eligibility requirements set forth in Section B-1 of this Article, the employee shall have no access to the assets held in his or her separate Retirement Pay Section 401(a) Plan account.
3. **Forfeiture.** If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section B-1 above for any reason, the terminated employee's Retirement Pay Section 401(a) Plan account shall be forfeited. The forfeited amounts shall be redistributed among the remaining participants on a prorated basis based upon the participant's share of the original buyout dollars.
4. **Distributions.** Following retirement and the satisfaction of the requirements set forth in Section A-2(a) above, a retired employee may elect to commence distributions from his Retirement Pay Section 401(a) Plan account.
5. **Death Benefit.** Furthermore, following the death of the employee who had otherwise

satisfied the requirements of Section A-2(b) of this Article, any amounts remaining in the deceased employee's Retirement Pay Section 401(a) Plan account will be paid to the employee's designated beneficiary, or in the absence of a designated beneficiary, the employee's estate.

6. **Costs.** The School Corporation shall not be paid any compensation for its services performed on behalf of the Retirement Pay Section 401(a) Plan. All costs incurred in the administration of the Retirement Pay Section 401(a) Plan and investment fees shall be paid from the Retirement Pay Section 401(a) Plan assets.
7. **Additional Plans.** The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.

E. **Early Retirement Section 401(a) Plan.**

The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan") for the Early Retirement benefit for teachers employed by the Richland-Bean Blossom Community School Corporation prior to July 1, 1998. The total sum of the amount calculated by MK as the present value for the Early Retirement benefit contained in the 2003-06 Agreement shall then be contributed by the School Corporation to the Early Retirement Section 401(a) Plan. The investment vendor for the Early Retirement Section 401(a) Plan shall be determined by the School Corporation.

The Early Retirement Section 401(a) Plan's terms and conditions for the administration of the plan shall be as follows:

1. **Separate Accounts.** The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the Early Retirement Section 401(a) Plan.
2. **Vesting.** Until such time that an employee has retired and satisfied the eligibility requirements set forth in Section B-2 of this Section, the employee shall have no access to the assets held in his or her separate Early Retirement Section 401(a) Plan account.
3. **Forfeiture.** If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section B-2 above for any reason, the terminated employee's Early Retirement Section 401(a) Plan account shall be forfeited. The forfeited amounts shall be redistributed among the remaining participants on a prorated basis based upon the participant's share of the original buyout dollars.

4. **Distributions.** Following retirement and the satisfaction of the requirements set forth in Section B-2 above, a retired employee may elect to commence distributions from his Early Retirement Section 401(a) Plan account.
5. **Death Benefit.** Furthermore, following the death of the employee who had otherwise satisfied the requirements of Section B-2 of this Article, any amounts remaining in the deceased employee's Early Retirement Pay Section 401(a) Plan account will be paid to the employee's designated beneficiary, or in the absence of a designated beneficiary, the employee's estate.
6. **Costs.** The School Corporation shall not be paid any compensation for its services performed on behalf of the Early Retirement Pay Section 401(a) Plan. All costs incurred in the administration of the Early Retirement Section 401(a) Plan and investment fees shall be paid from the Early Retirement Section 401(a) Plan assets.
7. **Additional Plans.** The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.