<del>2023-2024</del> 2024-2025

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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 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.
- 5-6. For all purposes in this contract a teacher's daily rate of pay shall be calculated by dividing the teacher's full annual salary by 185.

## **ARTICLE II**

# COMPENSATION

## A. Salary Schedules

- 1. The 2023-2024 2024-2025 Compensation Model is contained in Appendix A.
- Zeachers 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

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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 I 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 with be ten.
- The minimum number of students required for joint sponsorship shall be twentyfive.
- e) The purpose of the club shall be submitted to the building principal in writing.
- An application shall include the club's written guidelines, goals, activities and behavior expectations. An activities calendar and a

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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-six (26) equal pays for returning teachers and twenty-seven (27) pays for newly hired teachers. 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.

## 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.

- 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
  - 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
  - total number of sick leave bank days used (if any) by the teacher during the previous school year
  - total number of sick leave bank days used (if any) by the teacher during the teacher's service.

- 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.
- 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. 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. Alternatively, at the teacher's request, all paid leave days accumulated pursuant to this section will be paid to the teacher at the rate of \$90 per day at the end of each school year.

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. <u>Alternatively, at the teacher's request, all paid leave days accumulated pursuant to this section will be paid to the teacher at the rate of \$90 per day at the end of each school year.</u>

#### ARTICLE III

## **FRINGE BENEFITS**

## A. Group Insurance Plans

1. <u>Section 125</u> (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. RBBCSC 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 RBBCSC 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

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apply to the dental plan. This paragraph applies only to those married couples employed during the 2009-10 school year.

b. The RBBSC will make the following one-time contribution to employee H.S.A. accounts for employees who are enrolled in an eligible corporation sponsored high deductible health plan. Contributions will be made in January of each year. No contribution will be made for employees who enroll after January 1 during the year in which they enroll.

Employee Only H.S.A.	\$300
Employee/Spouse H.S.A.	\$800
Employee/Child H.S.A.	\$800
Family H.S.A.	\$800

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

## 4. <u>Term Life Insurance</u>

The RBBCSC 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.

# 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 *I* 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 IV

#### **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. Effective June 30, 2024, 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 be limited to one consecutive 5-day absence every other school year.

Effective on June 30, 2024, if day(s) is/are taken before or after the break, two (2) paid leave days will be charged for each day taken (such as Labor Day, Fall Break, Thanksgiving Break, Winter Break, Spring Break, Summer Break, MLK Day, Memorial Day, teacher in-service days). Should a teacher have an "unforeseeable circumstance," a teacher may appeal this "two for one charge" by filing a written appeal with the School Corporation's Superintendent or designee within ten (10) school days following the absence on those designated days. The written appeal should set forth an explanation of any "unforeseeable circumstance(s)" and the written appeal should have attached to it any documentation to support the claim(s). The Superintendent or a Central Office Administrator designated by the Superintendent will review the appeal and respond to the teacher.

Teachers on Board approved leave are not subject to the two for one charge detailed above.

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 VII, Section B 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.

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## B. Jury Duty

A teacher may serve on jury duty with full salary from the Corporation provided that such teacher returns 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.

## C. 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.

- 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.
- 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.
- 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.

### D. 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.
- 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 20-28-6 et seq. 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 IC20-28-6-2
  - d. Status of rights negotiated under IC 20-29 shall remain intact except as provided in paragraph 3 above.
- 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 20-28-10-2or 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. 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.
- 3. A teacher may have additional rights under the Family Medical Leave Act and any applicable leave policies adopted by the Board and shall be accorded such rights at all times. In no case shall the teacher's rights pursuant to this contract be diminished by the Family Medical Leave Act or any applicable leave policies adopted by the Board.

## E. 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.

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- 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.
- 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.

#### F. Bereavement Leave

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

- 1. The A teacher shall receive five (5) teaching days of bereavement leave 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. This section includes a step brother, step sister, stepfather, or stepmother.
- A teacher shall receive Ithree (3) teaching days of bereavement leave 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 or person for whom the teacher has power of attorney, is an executor of the estate, is the sole surviving relative or is a legal guardian.
- 2. \_\_\_\_Should the teacher not use all five of the days referenced in paragraph one above at the time of the death or memorial services, 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.
- All bereavement days must be used within 6 months of the date day of the death, except estate days which must be used within one year of the date of the death.

# G. 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.

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#### H. 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.)

#### I. 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 V Article VIII, Sick Leave Bank, below.

# J. 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.

K. 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.
- 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 leave. These hours are

strictly for summer school leave and any unused hours shall not accumulate.

Bereavement Leave - will be granted according to contract language (<u>Article VI, Article IV, Section F Section F</u>).

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#### L. Association Released Time

There will be eight (8) days per year during a "short session" year and ten (10) 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 four (4) days. The Association will pay for the remainder. No more than two (2) teachers per building may use Association Released Time on the same day. Additional Released Time may be granted by the Superintendent.

#### N. Paid Parental Leave

A teacher who is adding a child to their family due to one of the following reasons may use up to five (5) days with pay for this purpose within the first year of the child's birth or placement of the child with the teacher:

- The teacher (regardless of gender) becomes a parent because the child is born via natural childbirth.
- 2. The teacher (regardless of gender) becomes a parent via adoption.
- The teacher (regardless of gender) becomes a legal guardian through a court ordered placement of a child. The teacher is required to provide to the Superintendent's Office a copy of the court order to support the basis for parental leave.
- 4. The teacher (regardless of gender) becomes a foster care parent through a long-term foster care placement. For purposes of this subsection, long term shall be defined as a placement of at least six (6) months. Such foster placement may entitle a teacher to no more than one parental leave per school year and such leave must terminate if the placement ends during the leave. The teacher will provide documentation to the Superintendent's Office confirming the foster care placement.

This leave shall run concurrently with any unpaid leaves associated with Pregnancy/Childbirth Leave and Adoptive Leave under this contract and does not extend the allowable leave provided therein. However, the teacher may take his/her other paid leave days consecutively so that additional days during Pregnancy/Childbirth and Adoptive Leave occur with pay. Any compensation or benefits required by the Family and Medical Leave Act shall be concurrent with paid leave days during Pregnancy/Childbirth and Adoptive Leave.

O. Work-Related Injury Leave - Up to the first five (5) days of absence due to injury incurred in the performance of contracted employment shall not be charged to the employee's sick leave but shall be compensated at the employee's regular daily rate. A physician's statement must verify the necessary length of absence. Employees who are absent longer than five (5) days for an injury may elect to use accumulated sick leave days and while using these days will be paid the

difference of their daily rate less Worker's Compensation pay. Sick leave days will be calculated based on the proportion of the day not compensated by Worker's Compensation pay and rounded to the nearest half-day.

## **ARTICLE V**

## 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

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.

1. The maximum number of days which may be granted to any member during any school

year will be as follows:

Years of Service to RBBCSC	Number of Days
0-4	60
5-10	90
10+	120

- 2. A member's lifetime cap will be one hundred fifty (150) days.
- 3. 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 VI

## **GRIEVANCE PROCEDURE**

#### A. Definitions

For the purposes of this article:

- "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.
- "Non-building level grievance" is a claim for which the building principal lacks the authority to remedy.

#### B. Procedures

- 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.

- Grievance report forms shall be standardized and may be obtained from the office of each principal and in the Superintendent's Office.
- 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. Step One - Immediate Supervisor - Informal Step

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 VII

## RETIREMENT, EARLY RETIREMENT AND SEVERANCE BENEFITS

## A. Retirement Savings Plan.

- 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, 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.

- 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.

## 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 ninety dollars (\$90) per day pay. 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 ninety dollars (\$90) per day. 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.

#### C. Retiree Insurance

- 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.
- 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) A teacher who chooses not to serve as a substitute after signing an agreement to participate in this program shall repay in full the total amount of premiums paid by the Board on the teacher's behalf within thirty (30) calendar days or such other date mutually agreed to by the Board and the teacher.
- (i) 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.
- (j) 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 VIII

#### **TERM AND GENERAL PROVISIONS**

#### A. Term

This Contract shall be effective as of July 1, 2023 2024 and shall continue in effect through June 30, 2024 2025.

#### B. General Provisions

- 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.
- 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

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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.			
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В.		with Indiana Code 20-29-6-19 was held on November 2,	Formatted: Highlight
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	governing body and or public was n	ot permittea.	
betwe signatu Associa repres	en the Board and the Association, as dures appear below. The Board ratation ratified the CBA onentatives whose signatures appear be	dentered into this day of, 20243 by and efined herein, and is attested to by the representatives whose ified the CBA on, 20243 and the, 20243, and is attested to by the respective elow.	
_	•	ard representatives whose signatures appear below.	
ATTES	TED on this the day of Noven	ber <sub>z</sub> <del>2023</del> <u>October</u> , 2024.	Formatted: Strikethrough
OF THI	DARD OF SCHOOL TRUSTEES E RICHLAND-BEAN BLOSSOM IUNITY SCHOOL CORPORATION:	FOR THE RICHLAND-BEAN BLOSSOM EDUCATION ASSOCIATION:	
OF THI COMM	E RICHLAND-BEAN BLOSSOM	ASSOCIATION:	
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APPENDIX A

# RICHLAND-BEAN BLOSSOM COMMUNITY SCHOOL CORPORATION 2023-2024 SALARY GRID

_	2023-2024	-	2023-2024	-	
Row	BS	-	MS	Row	
	_	-	-	-	
A	<del>\$45,600</del>	-	<del>\$48,600</del>	A	
B	<del>\$47,100</del>	-	<del>\$50,100</del>	B	
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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

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(g). 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.
- Evaluation -The teacher must receive an evaluation rating of Effective or Highly Effective for the prior school year. If a teacher does not have an evaluation rating due to circumstances beyond the teacher's control, the teacher's most recent evaluation shall be used for this purpose. 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(g) and will remain at their prior school year base salary.
- 2.3. A teacher must meet both factors to receive the base salary increase.
- 3.4. Academic Need The corporation's need to retain high quality, highly trained teachers (and attract the same to replace any of those teachers who do leave) in the midst of an increasingly competitive labor market by increasing the pay scale at every step to better compete.
- D. Transition to the New Salary Schedule in 2023-20242024-2025.
  - Teachers will be placed on the same row as they occupied in 2022-20232023-2024 and in the column appropriate to their educational degree.
  - 2. Weight assigned to the factors in this transition: Academic Needs \$\frac{11001,400.}{}

E. Movement on the Salary Schedule:

- 1. Teachers who receive an evaluation rating of effective or highly effective on their prior school year advance one row on the salary grid.
- 2. Teachers who receive an evaluation rating of effective or highly effective and earned a

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Master's degree will move across in the same row into the Master's column.

3. Teachers who have reached the top step in either column who cannot advance a row will receive a \$1500, \$1400 stipend.

F. Weights Assigned to Factors due to movement on the salary scale

- 1. Evaluation \$\frac{\$1500\$700}{1500}
- 2. Education \$\frac{\$1500700}{2}\$ \$1500

#### G. Redistribution

Any funds otherwise-all ocated for teachers-who-received-evaluation-ratings-of-ineffectiveor 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.

# H. Salary Range

The Salary Range for returning teachers for the 2023-2024 2024-2025 school prior to any base increases is \$44,500 to \$80,500-\$45,600 to \$81,600.

#### 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.

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 in the column appropriate to their degree and on a row that is within 1 row of that occupied by the mathematical mode of existing teachers with the same years of teaching experience. If there are no teachers with the same years of teaching experience, the new

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teacher shall be placed within 1 row of that occupied by the mode of teachers with one more year of experience. If such placement would result in a salary less than the newly hired teacher's previous salary, the newly hired teacher may 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.

J. This paragraph is for informational purposes only. A resolution for supplemental pay to the base of the following employee numbers will be recommended to the board at the time of contract ratification to align their pay with the mode of of employees with the same degree and experience.

o Employee #11828

o Employee #12341

o Employee #150263

o Employee #5696

o Employee #150269

o Employee #150271

o Employee #150259 o Employee #5668

o Employee #11734

o Employee #5392

o Employee #150148

o Employee #5068

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# Appendix B-1 EXTRA-DUTY POSITIONS

2023-2024

2024-2025

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

Where listed, the number of positions is included for informational purposes only and was not bargained.

Schedule	Stipend	Stipend Plus 3% TRF
Basketball – Girls' Head Coach	\$8000	\$8240
Schedule I	\$4500	\$4635
Wrestling - Head Coach (HS)		
Track - Boys' Head Coach (HS)		
Track - Girls' Head Coach (HS)		
Swimming - Boys Head Coach (HS)		
Swimming - Girls Head Coach (HS)		
Band Director		
Show Choir Director (HS)		
Baseball - Head Coach (HS)		
Volleyball - Head Coach (HS)		
Softball - Head Coach (HS)		
Schedule II	\$4000	\$4120
Soccer – Boys Head Coach (HS)		
Soccer - Girls Head Coach (HS)		
Cross Country - Girls' Coach (HS)		
Cross Country - Boys' Coach (HS)		

Football - Varsity Asst. (HS) (3)		
Golf – Boys Head Coach (HS)		
Golf- Girls Head Coach (HS)		
Schedule III	\$3200	\$3296
Tennis – Boys' Head Coach (HS)		
Tennis-Girls 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 9 <sup>th</sup> Grade		
Basketball – Girls 9 <sup>th</sup> Grade		
Wrestling Coach – Asst. Coach (HS) (2)		
Track – Boys Asst. (HS)		
Track- Girls Asst. (HS)		
Athletic Director (JH)		
Choir Director / Show Choir (JH)		
Show Choir Director (JH)		
Band Director (JH)		
Marching Band		
Schedule IV	\$2600	\$2678
Baseball – Asst Coach (HS)		
Football – 9 <sup>th</sup> Grade		
Football Asst. Coach (HS) (2)		

Soccer – Boys Asst (HS)		
Soccer – Girls Asst (HS)		
Softball – Asst Coach (HS)		
Volleyball – Asst Coach (HS)		
Swimming Girls Asst (HS)		
Swimming Boys Asst (HS)		
Auditorium Director (annual)		
Winter Guard Director		
Color Guard Director		
Percussion Director JH-HS		
Choir Director (HS)		
Schedule V	\$2200	\$2266
Basketball – Boys 7 <sup>th</sup> Grade		
Basketball – Boys 8 <sup>th</sup> Grade		
Basketball – Girls 7 <sup>th</sup> Grade		
Basketball – Girls 8 <sup>th</sup> Grade		
Pool Director (school year)		
Department Head (HS) (9)		
Cheerleader Sponsor (HS)		
Choreographer –Show Choir (HS) (1)		
Band Asst. Director (HS)		
Strength Coach (4)		
Event Supervisor (3)		
Elementary Grade Level Chair (9)		
Department Head (JH) (6)		
Schedule VI	\$1900	\$1957
Football – 7 <sup>th</sup> Grade		
	1	

Football – 8 <sup>th</sup> Grade	
Volleyball – 7 <sup>th</sup> Grade	
Volleyball – 8 <sup>th</sup> Grade	
Basketball – Boys 6 <sup>th</sup> Grade	
Basketball – Girls 6 <sup>th</sup> Grade	
Wrestling – Head Coach (JH)	
Track - Boys Head Coach (JH)	
Track – Girls Head Coach (JH)	
Music Drama Coach (HS one musical)	
Drama Coach (HS – 2 plays)	
Junior Class Sponsor (2)	
Yearbook Sponsor (HS)	
Tennis Asst Boys (HS -if 12 or more on team)	
Tennis Asst Girls (HS- if more than 12 on team)	
Swimming – Girls Asst (HS)	Formatted: Strikethrough
Swimming – Boys Asst (HS)	Formatted: Strikethrough
	Formatted: Strikethrough
Swimming – Boys Asst (HS)	Formatted: Strikethrough
Swimming – Boys Asst (HS) Diving Coach (HS)	Formatted: Strikethrough
Swimming – Boys Asst (HS)  Diving Coach (HS)  Track Throwing	Formatted: Strikethrough
Swimming – Boys Asst (HS)  Diving Coach (HS)  Track Throwing  Baseball – Boys 9 <sup>th</sup> Grade (if full season scheduled)	Formatted: Strikethrough
Swimming – Boys Asst (HS)  Diving Coach (HS)  Track Throwing  Baseball – Boys 9 <sup>th</sup> Grade (if full season scheduled)  Softball – Girls 9 <sup>th</sup> Grade (if full season scheduled)	Formatted: Strikethrough
Swimming – Boys Asst (HS)  Diving Coach (HS)  Track Throwing  Baseball – Boys 9 <sup>th</sup> Grade (if full season scheduled)  Softball – Girls 9 <sup>th</sup> Grade (if full season scheduled)  Volleyball - Girls 9 <sup>th</sup> Grade (if full season schedule)	Formatted: Strikethrough
Swimming – Boys Asst (HS)  Diving Coach (HS)  Track Throwing  Baseball – Boys 9 <sup>th</sup> Grade (if full season scheduled)  Softball – Girls 9 <sup>th</sup> Grade (if full season scheduled)  Volleyball - Girls 9 <sup>th</sup> Grade (if full season schedule)  Technology Coordinator (4)	Formatted: Strikethrough
Swimming – Boys Asst (HS)  Diving Coach (HS)  Track Throwing  Baseball – Boys 9 <sup>th</sup> Grade (if full season scheduled)  Softball – Girls 9 <sup>th</sup> Grade (if full season scheduled)  Volleyball - Girls 9 <sup>th</sup> Grade (if full season scheduled)  Technology Coordinator (4)  Cheerleader Sponsor (JH) (1)  Cross Country Asst. Boys (HS) (only if 12 or more on	Formatted: Strikethrough
Swimming – Boys Asst (HS)  Diving Coach (HS)  Track Throwing  Baseball – Boys 9 <sup>th</sup> Grade (if full season scheduled)  Softball – Girls 9 <sup>th</sup> Grade (if full season scheduled)  Volleyball - Girls 9 <sup>th</sup> Grade (if full season schedule)  Technology Coordinator (4)  Cheerleader Sponsor (JH) (1)  Cross Country Asst. Boys (HS) (only if 12 or more on team)  Cross Country Asst Girls (HS) only if 12 or more on	Formatted: Strikethrough  Formatted: Strikethrough

Schedule VII	\$1600	\$1648
Baseball Coach (JH)		
Swimming – Boys (JH)		
Swimming – Girls (JH)		
Cheerleader Asst (HS) (1)		
Cross Country (JH) (2)		
JV Cheerleading (1)		
Boys Tennis Coach (JH) (1)		
Softball Head Coach (JH) (1)		
Girls Tennis Coach (JH) (1)		
Robotics Coach (HS)		
Robotics Coach (JH)		
Schedule VIII	\$1350	\$1391
Track – Boys Asst (JH)		
Track – Girls Asst (JH)		
Football Asst (JH) (2)		
Wrestling – Asst (HS)		
Cross Country Asst (JH) (1)		
<u>Choreographer Asst Show Choir (JH) (1)</u>		
JH Choreographer (Sophisticates)		
Choir Director (JH)		
Diving Coach (JH)		
Yearbook Sponsor (JH) (1)		
Softball Asst Coach (JH) (1)		
Basketball – 6 <sup>th</sup> Grade Asst (2)		
Basketball – 7/8 Grade Asst (4)		
Unified Track Coach (HS) (2)		
Baseball Asst Coach (JH) (1)		

Robotics Coach (Elem) Horsepower (JH) Cheer Asst. (JH) Band Instructors (HS) (3)  Schedule IX Senior Class Sponsor (2) National Honor Society Sponsor (HS) Student Council Sponsor (HS) (2) Academic Coach (HS) (6) Freshman Class Sponsor (2) Guard Director—JH  Schedule X Student Council Sponsor (JH) (2)  Schedule X Student Council Sponsor (JH) (2)  Schedule XI Art Club Sponsor (HS) Art Program — Elementary (2) Choir (5 <sup>th</sup> Grade) Art Show (JH) FACS (HS) French Club Sponsor (HS) German Club Sponsor (HS) Spanish Club Sponsor (HS) Key Club Sponsor Sophomore Class Sponsor Bradford Woods (5 <sup>th</sup> Grade) (10) Student Council Sponsor Elem (2)			
Cheer Asst. (JH) Band Instructors (HS) (3)  Schedule IX  Senior Class Sponsor (2) National Honor Society Sponsor (HS) Student Council Sponsor (HS) (2) Academic Coach (HS) (6) Freshman Class Sponsor (2) Guard Director—JH  Schedule X Student Council Sponsor (JH) (2)  Schedule XI Art Club Sponsor (HS) Art Program – Elementary (2) Choir (5 <sup>th</sup> Grade) Art Show (JH) FACS (HS) French Club Sponsor (HS) German Club Sponsor (HS) Spanish Club Sponsor (HS) Key Club Sponsor Sophomore Class Sponsor Bradford Woods (5 <sup>th</sup> Grade) (10)	Robotics Coach (Elem)		
Band Instructors (HS) (3)  Schedule IX  Senior Class Sponsor (2)  National Honor Society Sponsor (HS) Student Council Sponsor (HS) (2)  Academic Coach (HS) (6) Freshman Class Sponsor (2) Guard Director—JH  Schedule X  Student Council Sponsor (JH) (2)  Schedule XI  Art Club Sponsor (HS) Art Program — Elementary (2) Choir (5 <sup>th</sup> Grade) Art Show (JH) FACS (HS) French Club Sponsor (HS) German Club Sponsor (HS) Spanish Club Sponsor (HS) Key Club Sponsor Sophomore Class Sponsor Bradford Woods (5 <sup>th</sup> Grade) (10)	Horsepower (JH)		
Schedule IX  Senior Class Sponsor (2)  National Honor Society Sponsor (HS) Student Council Sponsor (HS) (2)  Academic Coach (HS) (6) Freshman Class Sponsor (2)  Guard Director—JH  Schedule X  Student Council Sponsor (JH) (2)  Schedule XI  Art Club Sponsor (HS)  Art Program — Elementary (2)  Choir (5 <sup>th</sup> Grade)  Art Show (JH)  FACS (HS) French Club Sponsor (HS)  German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Cheer Asst. (JH)		
Senior Class Sponsor (2)  National Honor Society Sponsor (HS)  Student Council Sponsor (HS) (2)  Academic Coach (HS) (6)  Freshman Class Sponsor (2)  Guard Director —JH  Schedule X  Student Council Sponsor (JH) (2)  Schedule XI  Art Club Sponsor (HS)  Art Program — Elementary (2)  Choir (5 <sup>th</sup> Grade)  Art Show (JH)  FACS (HS)  French Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Band Instructors (HS) (3)		
Senior Class Sponsor (2)  National Honor Society Sponsor (HS)  Student Council Sponsor (HS) (2)  Academic Coach (HS) (6)  Freshman Class Sponsor (2)  Guard Director —JH  Schedule X  Student Council Sponsor (JH) (2)  Schedule XI  Art Club Sponsor (HS)  Art Program — Elementary (2)  Choir (5 <sup>th</sup> Grade)  Art Show (JH)  FACS (HS)  French Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)			
National Honor Society Sponsor (HS) Student Council Sponsor (HS) (2) Academic Coach (HS) (6) Freshman Class Sponsor (2) Guard Director —JH  Schedule X Student Council Sponsor (JH) (2)  Schedule XI Art Club Sponsor (HS) Art Program — Elementary (2) Choir (5 <sup>th</sup> Grade) Art Show (JH) FACS (HS) French Club Sponsor (HS) Spanish Club Sponsor (HS) Spanish Club Sponsor Sophomore Class Sponsor Bradford Woods (5 <sup>th</sup> Grade) (10)	Schedule IX	\$975	\$1004
Student Council Sponsor (HS) (2) Academic Coach (HS) (6) Freshman Class Sponsor (2) Guard Director —JH  Schedule X  Student Council Sponsor (JH) (2)  Schedule XI  Art Club Sponsor (HS)  Art Program — Elementary (2) Choir (5 <sup>th</sup> Grade) Art Show (JH) FACS (HS) French Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor Sophomore Class Sponsor Bradford Woods (5 <sup>th</sup> Grade) (10)	Senior Class Sponsor (2)		
Academic Coach (HS) (6) Freshman Class Sponsor (2) Guard Director —JH  Schedule X  Student Council Sponsor (JH) (2)  Schedule XI  Art Club Sponsor (HS)  Art Program — Elementary (2)  Choir (5 <sup>th</sup> Grade)  Art Show (JH)  FACS (HS)  French Club Sponsor (HS)  German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	National Honor Society Sponsor (HS)		
Freshman Class Sponsor (2) Guard DirectorJH  Schedule X  Student Council Sponsor (JH) (2)  Schedule XI  Art Club Sponsor (HS)  Art Program – Elementary (2)  Choir (5 <sup>th</sup> Grade)  Art Show (JH)  FACS (HS)  French Club Sponsor (HS)  German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Student Council Sponsor (HS) (2)		
Guard Director —JH  Schedule X  Student Council Sponsor (JH) (2)  Schedule XI  Art Club Sponsor (HS)  Art Program — Elementary (2)  Choir (5 <sup>th</sup> Grade)  Art Show (JH)  FACS (HS)  French Club Sponsor (HS)  German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Academic Coach (HS) (6)		
Schedule X  Student Council Sponsor (JH) (2)  Schedule XI  Art Club Sponsor (HS)  Art Program – Elementary (2)  Choir (5 <sup>th</sup> Grade)  Art Show (JH)  FACS (HS)  French Club Sponsor (HS)  German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Freshman Class Sponsor (2)		
Student Council Sponsor (JH) (2)  Schedule XI  Art Club Sponsor (HS)  Art Program – Elementary (2)  Choir (5 <sup>th</sup> Grade)  Art Show (JH)  FACS (HS)  French Club Sponsor (HS)  German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Guard Director —JH		
Schedule XI  Art Club Sponsor (HS)  Art Program – Elementary (2)  Choir (5 <sup>th</sup> Grade)  Art Show (JH)  FACS (HS)  French Club Sponsor (HS)  German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Schedule X	\$750	\$773
Art Club Sponsor (HS)  Art Program – Elementary (2)  Choir (5 <sup>th</sup> Grade)  Art Show (JH)  FACS (HS)  French Club Sponsor (HS)  German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Student Council Sponsor (JH) (2)		
Art Program – Elementary (2) Choir (5 <sup>th</sup> Grade) Art Show (JH) FACS (HS) French Club Sponsor (HS) German Club Sponsor (HS) Spanish Club Sponsor (HS) Key Club Sponsor Sophomore Class Sponsor Bradford Woods (5 <sup>th</sup> Grade) (10)	Schedule XI	\$500	\$515
Choir (5 <sup>th</sup> Grade)  Art Show (JH)  FACS (HS)  French Club Sponsor (HS)  German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Art Club Sponsor (HS)		
Art Show (JH)  FACS (HS)  French Club Sponsor (HS)  German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Art Program – Elementary (2)		
FACS (HS)  French Club Sponsor (HS)  German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Choir (5 <sup>th</sup> Grade)		
French Club Sponsor (HS)  German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Art Show (JH)		
German Club Sponsor (HS)  Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	FACS (HS)		
Spanish Club Sponsor (HS)  Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	French Club Sponsor (HS)		
Key Club Sponsor  Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	German Club Sponsor (HS)		
Sophomore Class Sponsor  Bradford Woods (5 <sup>th</sup> Grade) (10)	Spanish Club Sponsor (HS)		
Bradford Woods (5 <sup>th</sup> Grade) (10)	Key Club Sponsor		
	Sophomore Class Sponsor		
Student Council Sponsor Elem (2)	Bradford Woods (5 <sup>th</sup> Grade) (10)		
	Student Council Sponsor Elem (2)		

Music Program (Elem) (2)	
School Improvement Committee (6 per building) (18)	
FIC Vessibask Suspenses	
EIS Yearbook Sponsor	

- 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.

High School Counselor (20 days)

# **APPENDIX B-2**

# **EXTENDED CONTRACTS**

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

0.10

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

1 position		
High School Counselor (10 days) 1 position	0.05	
Jr. High School Counselor (20 days)		
1 position	0.10	
Jr. High School Counselor (10 days) <u>1</u> 2 positions	0.05	Formatted: Not Strikethrough
Special Education Psychologist (10 days) 3 positions	0.05	
Ready Schools Instructional Coach (10 days)		
2 positions	0.05	
High School Social Worker (10 days)		
1 position	0.05	
High School Agriculture Teacher (10 days)		
1 position	0.05	
School Psychologist (10 days)		Formatted: Font: Not Bold
1 position	0.05	
School Psychologist (5 days)		
1 position	0.,	Formatted: Font: Not Bold

## APPENDIX C

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

-		_
		_
	(Teacher's home address)	_
Febru	uary 1,	
Dear	( Sup	erintendent)
(early	y) effective at the end of the_ at	llective bargaining agreement, I hereby tender to you my retiremento school year and my resignation as School effective at that
and _	accumulated leave day years of age andy	the close of this school year, I haveyears of service in RBBCSC is. I qualify for ISTRF early retirement and meet the "Rule of 85" with years of service for a total of at the close of this school year.  garding my early retirement, please let me know.
		Sincerely,

### 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 PHONESCHOOLYEARS IN RBBCSC					
I am applying fordays 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 disability for which this application is filed.	n related to my				
SIGNATUREDATE					
*****************	********				
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.)
Date of original consultation with patient _	
Describe briefly the nature and circumstand	ole to return to duty?es 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:					
<u>Estimated</u>	d Expenses				
Mileagemiles @per mile	\$				
Plane, bus, train, and/or taxi fares	\$ \$\$				
Registration fees	\$				
Meals (not to exceed \$per day)	\$				
Parking	\$				
Lodging (only for locations beyond The Superintendent may approve exceptions)	miles from the Corporation.				
TOTAL ESTIMATED EXPENS	SES \$\$				

Employee's Signature	Date
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

## 2023-2024 Pay Dates

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

## 2023-2024 Teacher's Contract Year Pay Dates

Pay Date	
8/ <del>18/23</del> <u>16/24</u>	
<del>9/1/23</del> 8/30/24	1
<del>9/15/23</del> 9/13/24	
<del>9/29/23</del> 9/27/24	
<del>10/13/23</del> 10/11/24	
<del>10/27/23</del> 10/25/24	
<del>11/10/23</del> 11/8/24	
<del>11/24/23</del> 11/22/24	
<del>12/8/23</del> 12/6/24	
<del>12/22/23</del> 12/20/24	
<del>1/5/24</del> 1/3/25	
<del>1/19/24</del> 1/17/25	
<del>2/2/24</del> 1/31/25	
<del>2/16/24</del> 2/14/25	
<del>3/1/24</del> 2/28/25	
<del>3/15/24</del> 3/14/25	
<del>3/29/24</del> 3/28/25	
<del>4/12/24</del> 4/11/2 <u>5</u>	
4/26/244/25/25	
<del>5/10/24</del> 5/9/25	
<del>5/24/24</del> 5/23/25	
<del>6/7/24</del> 6/6/25	
<del>6/21/24</del> 6/20/25	
<del>7/5/24</del> 7/4/25	
<del>7/19/24</del> 7/18/25	
<del>8/2/24</del> 8/1/25	
<del>8/16/24</del> 8/15/25	

last pay 23-2422-23-teachers, 1st pay new teachers on 27 pays

1st pay-23-24-24-25 returning teachers (26 pays)

\*Final Pay for <del>23 24 24</del>-25 Teacher Contracts

#### 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:

- 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 ISTRF-defined "Rule of 85";
- 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 ISTRF 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.
- 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.
- 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.
- Rehired Employees. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or recredited 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:

- 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.
- 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 40 1(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:

- 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.
- 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.
- 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.