

# Master Contract

July 1, 2017 – June 30, 2019

Between Richmond Community Schools  
and Richmond Education Association

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I. RECOGNITION

A. EXCLUSIONS

100.0 THE RICHMOND EDUCATION ASSOCIATION (hereinafter sometimes referred to as the "Association"), is hereby recognized by RICHMOND COMMUNITY SCHOOLS (hereinafter sometimes referred to as "RCS"), as the exclusive representative and bargaining agent for all "certified school employees" as said term is defined in Public Law 217 of the ACTS of 1973 (Indiana Code 20-29-2-4 et seq.) except for the following positions:

- 101.0 Superintendent of Schools
- 102.0 Associate/Assistant Superintendents
- 103.0 Chief Human Resources Officer
- 104.0 Chief Financial Officer
- 105.0 Chief Operations Officer
- 106.0 Director of Exceptional Student Education
- 107.0 Assistant Director of Exceptional Student Education
- 108.0 Director of Elementary Education
- 109.0 Director of Secondary Education
- 110.0 Director of Career and Adult Education
- 111.0 Director of Athletics
- 112.0 Coordinator of Food Services
- 113.0 Principals
- 114.0 Assistant Principals
- 115.0 Associate Principal
- 116.0 Director of Student Activities
- 117.0 Coordinator of Adult Basic Education
- 118.0 Adult Basic Education Instructors
- 119.0 School Nurses
- 120.0 Director of Buildings and Grounds
- 121.0 Technology Coordinator
- 122.0 Any certificated employee appointed by RCS to serve in an "acting" capacity in any of the above-stated positions when temporary vacancies occur in said position
- 123.0 Substitutes, temporary and permanent
- 124.0 Director of Co-Curricular
- 125.0 Facilities Manager
- 126.0 Intern Psychologist
- 127.0 Supervisor of Special Education/Preschool Coordinator
- 128.0 Social Workers
- 129.0 Director of Office of Student Achievement
- 130.0 Director of Student Support
- 131.0 Director of Principal Support
- 132.0 Dean of Students
- 133.0 Administrative Assistants

200.0 With the above stated exceptions, the remainder of all certificated employees in the employ of RCS shall constitute the "Bargaining Unit" pursuant to, and for the purposes set forth in, Public Law 217 of the ACTS of 1973, (Indiana Code 20-29-2-4, et seq.)

## II. TERM OF AGREEMENT

### A. CONTRACT LENGTH

This contract shall be effective July 1, 2017, and shall continue in effect through June 30, 2019. This contract shall not be extended orally, and it is expressly understood that it shall supersede all provisions of any prior Master Contracts.

Either party by notice to the other party on or before September 15, 2018, may exercise its right to reopen for negotiations the items of compensation Article III (A) and Article III (B), Group Health Insurance.

## III. SALARY AND EXTRA DUTY

### A. COMPENSATION MODEL

#### 100.0 SALARY FACTORS AND ELIGIBILITY

In order to qualify for a salary increase for the 2017-2018 and 2018-2019 school years based on the 2016-2017 and 2017-2018, respectively, teacher evaluation ratings and eligibility data:

##### Evaluation – 70%

To be eligible for compensation provided by this factor, a teacher must have received an evaluation rating of Highly Effective or Effective for the teachers' prior school year. Also, a teacher who received an evaluation rating of Ineffective or Improvement Necessary or who was not evaluated by RCS for the teachers' prior school year, are not eligible for a salary increase except those who are eligible pursuant to IC 20-28-9-1.5. That statutory exception provides that teachers in their first two (2) 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 in the prior school year.

##### Instructional Leadership – 30%

To be eligible to receive the compensation provided by this factor, a teacher must have completed an instructional leadership activity during the respective prior school years.

##### Instructional Leadership Activities for the respective prior school years

- 15 Professional Growth Points (PGPs)
- Professional Learning Group Leader
- Eight Step Team
- Department and/or Grade Level Chairperson
- School Improvement Team

- Teacher Mentor
- Textbook Adoption Committee
- Response to Intervention Committee (RTI)
- Peer Mentoring
- Teacher of the Year Recognition
- At-Risk Tutoring and Supervision
- National Board Certification
- Ad Hoc Building or District Level Committee
- Parent-School Liaison Member
- Student Mentoring/ Tutoring
- Data Collection & Analyzing Committee
- Academic Team Sponsor
- School Club Sponsor
- Positive Behavior Intervention and Support Team
- Autism Team
- Building Level Safety Committee
- Student Teacher / Field Experience Supervising Teacher

Written Verification: The certified employees must submit verification of leadership to their respective building principals. The Building Principal must provide written verification to the Office of Human Resources that the certified employees assigned to his/her building have satisfied the requirements for the Instructional Leadership Activities. This verification will be submitted to Human Resources on or before December 1st each year.

200.0 2017-2018 SALARY BASE INCREASE

Returning teachers for the 2017-2018 school year, who meet the qualifying statutory factors as defined above, will receive the higher of (1) the salary from their appropriate placement on the Starting Salary and Reset Salary Hiring Grid (Appendix A) or (2) One Thousand Dollars (\$1,000.00) more than their 2016-2017 base salary.

300.0 2018-2019 SALARY BASE INCREASE

Returning teachers for the 2018-2019 school year, who meet the qualifying statutory factors as defined above, will receive Five Hundred Dollars (\$500.00) more than their 2017-2018 base salary.

400.0 GENERAL PROVISIONS

401.0 Transition Year

The 2017-2018 school year is a transition year and pursuant to the 2017 Compliance Rubric of the Indiana Education Employment Relations Board flexibility has been provided to the parties regarding compliance with the statutory requirements of IC 20-28-9-1.5.

402.0 Salary Range

The salary range for 2017-2018 before any 2017-2018 salary increases is \$35,803 to \$69,737. The salary range for 2017-2018 after the 2017-2018 salary raise is \$37,000 to \$70,737.

The salary range for 2018-2019 before any 2018-2019 salary increases is \$37,000 to \$70,737. The salary range for 2018-2019 after the 2018-2019 salary raises is \$37,000 to \$71,237.

403.0 Starting Salary

The starting salary placement for teachers in their first year of employment with the School District in 2017-2018 is set forth in Appendix A.

The starting salary placement for teachers in their first year of employment with the School District in 2018-2019 school year is as follows:

A full-time teacher beginning employment with RCS will be placed on the following starting salary grid as determined by the Superintendent.

<u>Experience</u>	<u>2018-2019</u>
0-4	37,000-41,000
5-9	37,500-48,000
10-14	42,000-55,900
15+	49,000-68,500

A newly hired teacher will not have a starting salary exceeding the experience and degree level of a teacher hired prior to the 2018-2019 school year, with the exception of those teachers who had not received a salary increase as the result of an ineffective or needs improvement evaluation rating.

For the purpose of this provision, “difficult to fill” is defined as a need for certified teachers of ELA, math, science, foreign language, CTE, special

education, or any area in which there are no viable applicants.

Additionally, for those positions defined as “difficult to fill”, those teachers may receive, at the discretion of the superintendent, up to a \$3,000 one-time stipend payable to the teacher within 60 days of their first day of work in their first year of employment.

#### 404.0 Redistribution

Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be distributed to eligible teachers on their base salary.

#### 405.0 Salary Raise Requirement and Exception

A teacher rated ineffective or improvement necessary under IC 20-28-11.5 in a prior year may not receive any raise or performance bonus for the following year if the teacher's employment contract is continued. Teachers in their first two (2) 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 in the prior school year.

### **B. PAY**

100.0 Teachers shall be paid bimonthly on the 5th and 20th of the month. Paydays that fall on a holiday or a weekend shall be paid on the last business day prior to the holiday or weekend. Each teacher will have the option to receive the balance of his/her pay on the pay date for the pay period that includes the last day of scheduled work day.

200.0 The first pay date of a school year will be August 20<sup>th</sup>.

300.00 A teacher shall choose an automatic deposit plan. If possible, this service will provide for same day deposit in up to three (3) banks of the teacher's choice. All arrangements will be made with the banks that are doing the RCS payroll prior to the first pay of the school year.

400.00 Pay for extra duty positions will be paid in the appropriate number of quarterly payments. The quarterly payments for each extra-duty position



is set forth on Appendix B and will be paid on the first payroll date in appropriate quarter.

With the ratification of this agreement, the School District is transitioning from the quarterly extra-curricular payment system to the payment of extra-curricular salaries over twenty-four (24) pays. The first quarterly payment occurred in September of 2017 and teachers will continue to be paid pursuant to that one (1) quarterly payment. Following that one (1) quarterly payment through December 5, 2017, all teachers will be paid with retroactive pay as if on the twenty-four (24) pay system following any first quarterly pay paid to those teachers as of December 5, 2017. With the December 20, 2017 pay those teachers for that pay and the remaining of the school year will be paid as if on the twenty-four (24) regular pay schedule system.

All Extra Duty Compensation, including Athletics, will be paid in twenty-four (24) payments on the 5<sup>th</sup> and 20<sup>th</sup> of each month for the 2018-2019 contract year and thereafter.

C. CONTRIBUTION TO TEACHER RETIREMENT FUND

100.0 RCS will annually pay 3% of the salary of each bargaining unit member to the Indiana State Teachers' Retirement Fund (the fund) as that member's contribution to the fund.

D. PAYROLL DEDUCTIONS

101.0 Upon proper filing of request, the following payroll deductions are available:

101.1 Tax Sheltered Annuity and/or Individual Retirement Accounts (IRA's).

101.2 Wayne County Federal Credit Union.

101.3 United Way.

101.4 Income protection premium to the designated insurance carrier.

101.5 Dependent Medical and Dental Insurance premium to the designated Insurance carrier.

101.6 United States Government Savings Bonds.

101.7 Section 125 Qualified Benefits

E. EXTRA DUTY PAY

100.0 Extra Duty Compensation

101.0 Athletics

Assistant Athletic Director 10,000

High School Event Manager (3) 1,380

Dennis Intermediate Event Manager 1,380

Test Intermediate Event Manager 1,380

Personnel Coordinator	3,458
Strength and Conditioning	4,841
<i>Senior High School Boys Coaches- Head</i>	
Basketball	13,830
Football	13,485
Baseball	4,495
Golf	4,495
Tennis	4,495
Wrestling	4,495
Soccer	4,495
<i>Senior High School Boys Coach- Assistant</i>	
Baseball	
Varsity Assistant	2,766
Reserve Assistant	2,766
Freshman Assistant	2,766
Basketball	
Varsity Assistant	4,495
Reserve Assistant	4,495
Freshman Assistant	3,285
Football	
Varsity Assistant (5)	4,495
Reserve Assistant (2)	2,852
Freshman Assistant (2)	2,852
Swimming	
Assistant	2,766
Wrestling	
Assistant (2)	2,766
Soccer	
Assistant	2,766
Golf	
Assistant	1,141
Tennis	
Assistant	1,141
<i>Senior High School Girls Coaches - Head</i>	
Basketball	13,830
Golf	4,495
Gymnastics	4,495
Softball	4,495
Soccer	4,495
Tennis	4,495

Volleyball	4,495
<i>Senior High School Girls Coaches- Assistant</i>	
Basketball	
Varsity Assistant	4,149
Reserve Assistant	4,149
Freshman Assistant	2,766
Volleyball	
Varsity Assistant	3,112
Reserve Assistant	2,766
Softball	
Varsity Assistant	2,766
Reserve Assistant	2,766
Freshman Assistant	2,766
Gymnastics	2,766
Soccer	2,766
Swimming	2,766
Golf	1,141
Tennis	1,141
<i>Senior High School Boys/Girls Combined Coach – Head</i>	
Swimming	7,607
Track	5,878
Cross Country	4,841
<i>Freshman High School Boys/Girls Combined Coach – Head</i>	
Swimming	2,766
<i>Senior High School Boys/Girls Combined Coach – Assistant</i>	
Cross Country	1,141
Track (4)	2,766
Varsity Cheerleader Sponsor	3,803
Junior Varsity Cheerleader Sponsor	3,803
<i>Intermediate School Boys Coaches</i>	
Basketball	
8th Grade Boys (2)	2,075
7th Grade Boys (2)	2,075
Wrestling (2)	1,383

Football	
8 <sup>th</sup> grade Boys	
Head Coach (1)	2,075
Assistant Coach (2)	1,383
7th Grade Boys	
Head Coach (1)	2,075
Assistant Coach (2)	1,383
<i>Intermediate School Girls Coaches</i>	
Volleyball	
7th Grade Girls (2)	2,075
8th Grade Girls (2)	2,075
Basketball	
8th Grade Girls (2)	2,075
7th Grade Girls (2)	2,075
<i>Intermediate School Boys/Girls Combined Coaches</i>	
Cross Country for All Grades(2)	1,037
Track for All Grades (2 each school)	1,037
Golf (2)	1,037
Intermediate School Swim Coach (2)	1,729
<i>Intramurals</i>	
Intermediate School Director	1,867
<i>Intermediate School Cheerclub Sponsor</i>	864

## 102.0 Co-Curricular

<i>Music Stipend for Night Duties</i>	
Band Director	3,838
Associate Band	3,630
Assistant Band/Deviltes	3,146
Choir Director: High School	3,458
Choir Director: Intermediate School (3)	1,141
Choir Director: K-4 (3)	1,141
Assistant Choir: High School	1,867
Orchestra Director	3,112
Assistant Orchestra	1,867
Drumline Coach	1,867
Winter Guard Coach	1,867
Intermediate Band Director	1,037
<i>Speech and Drama</i>	
Senior High Speech and Debate	2,766
Intermediate School Speech and Debate	1,037
Senior High Drama Director	1,867

Senior High Drama Assistant Director	1,867
Intermediate School Drama	1,037
<i>Class Sponsor</i>	
Freshman	1,037
Sophomore	1,037
Junior	1,867
Senior	1,037
Kick Off Mentoring Sponsors (2)	1,867
<i>Publications</i>	
Yearbook	3,458
Newspaper	3,458
Intermediate School Yearbook	1,729
<i>Video Technician</i>	3,458
<i>Student Congress</i>	1,833
<i>Academic Coaches</i>	
High School	
Coordinator (1)	1,867
5 Subject Area Coaches (1 each)	1,867
Intermediate School (2 each MS)	934
<i>8<sup>th</sup> Grade Trip Sponsor</i>	1,867
HOSA Sponsor	1,383
(Health Occupations Students of America – Future Health Professionals)	
<i>RHS National Honor Society</i>	1,383

***Elementary Student Life Grant***

Each elementary school shall receive an elementary student life grant to be used for the payment of personnel. Each building, through its faculty, shall determine the nature of the program and the amount of payments to personnel for existing or newly created programs. Services during the school day may not be compensated under this program. Each elementary building shall receive a base grant of six hundred and fifty dollars (\$650) plus an amount equal to their prorated share of an additional five thousand five hundred and fifty dollars (\$5,550) based on the ratio of each elementary building's prior year official ADM as compared to the previous year's official elementary system wide ADM. Stipends earned from the Elementary Student Life Grant will be paid in one lump sum.

## 103.0 Professional Services

### *Department Heads - Team Leaders*

Secondary Department Heads 1,758.62 \$40/teacher assignment\*)

Intermediate School Team Leaders 1,275 \$40/teacher assignment\*)

\*Teacher assignment is defined by the number of teachers in the unit less one FTE for the Department Head or Team Leader.

### *Intermediate School Building Coordinators* 69

\$15 per teacher in department  
excluding the building coordinator \*

\*For teachers hired in this position prior to the 1997-99 contract, compensation shall be the greater of the above or \$30 per teacher in the department excluding the index.

*Media Coordinators* 1,210

### *Resource Teacher*

Reading/Writing 1,210

Math/Science 1,210

## 104.0 Other Extra Duty

### *Multiple Building Assignments*

Speech and Hearing Therapist 1,200

Certified staff with 2 buildings 600

Certified staff with 3 or more buildings 1,200

*Traveling Librarians* 726

*Psychologists* 1,314

### *Co-op Teachers*

One Semester 277

Full Year 588

*Master Teacher Mentor* 899

*High Ability Consultant* 692

*Technology Consultant* 1,210

*Saturday School Supervisor* 32.50 per hour

*Vocational Education Club Sponsor* 1,383

The number in (in parenthesis) by certain position(s) is for informational purposes only. The number of positions have not been bargained nor are they part of the signing obligation of this contract.

***School Improvement Team (paid by grant money only)***

Each building School Improvement Team will receive a stipend to use at their mutual discretion. Stipend amounts will be allocated in the amount of \$2,416.00 per building. Should a School Improvement Team choose to compensate a team member for duties performed for the team, payment shall not exceed the parameters in the extra duty section of the Master Contract for the Professional Development Consultant. No index will be attached to this allocation.

**200.0 Grant Monies**

RCS reserves the right to pay Bargaining Unit members to participate in workshops, seminars, in-service training, or other professional development activities outside the contract year or regular teacher day as the terms of the grant specify. The stipend will be the amount as mutually agreed upon in PL 217 Discussion.

**IV. FRINGE BENEFITS**

**A. LEAVES OF ABSENCE**

**100.0 Personal Leave**

101.0 Teachers shall be granted four (4) days of personal leave without loss of pay per school year after proper filing of said request to the principal of the school to which the teacher is assigned. Notification must be received on or before the day of absence. Any unused personal leave days will be carried forward as additional days of sick leave.

102.0 Personal leave may be taken in half-day increments during the regular school year. If a teacher reports to work and leaves prior to the midpoint of his/her building hours, one (1) full day of personal leave will be deducted. If a teacher leaves after the midpoint of his/her building hours, one (1/2) day of personal leave will be deducted.

103.0 Any absence from duty for less than 2.5 hours for personal business during the summer school day will result in the deduction of one-half (1/2) day of personal leave. Any absence from duty for more than 2.5 hours for personal business during the summer school day will result in the deduction of one (1) day of personal leave.

104.0 Any absence from duty for less than 2.5 hours for personal business during night school will result in the deduction of one-half (1/2) day of personal leave. Any absence from duty for more than 2.5 hours for personal leave during night school will result in the deduction of one (1) day of personal leave.

## 200.0 Sick Leave

201.0 All certified personnel shall be entitled to ten (10) days of sick leave for the first year in the corporation and eight (8) days each year thereafter without loss of pay. If in any one year the teacher shall be absent because of personal illness fewer than the above-mentioned days, the remaining days will be accumulated without limitation for use, but will be capped at 70 for payment upon retirement. If a teacher reports to work and leaves prior to the midpoint of his/her building hours, one (1) full day of sick leave will be deducted. If a teacher leaves after the midpoint of his/her building hours, one-half (1/2) day of sick leave will be deducted.

202.0 Any absence from duty for less than 2.5 hours for illness during the summer school day will result in the deduction of one-half (1/2) day of sick leave. Any absence from duty for more than 2.5 hours for illness during the summer school day will result in the deduction of one (1) day of sick leave.

203.0 Any absence from duty for less than 2.5 hours for illness during night school will result in the deduction of one-half (1/2) day of sick leave. Any absence from duty for more than 2.5 hours for illness during night school will result in the deduction of one (1) day of sick leave.

204.0 Effective with the 2001-2002 contract, if an employee leaves and is later rehired by the system, the verifiable number of unused, unreimbursed accumulated sick days the person had at the time of separation will be reinstated at a rate of three (3) days per contract year until all have been reinstated.

## 300.0 Family Illness Leave

301.0 A teacher may use sick leave days for family illness. Each teacher may use during each school year up to twenty (20) days of his/her sick leave entitlement, in 1/2 day increments, when a teacher's presence is needed elsewhere owing to the illness of a member of the teacher's family.

302.0 If a teacher reports to work and leaves prior to the midpoint of his/her building hours, one (1) full day of family illness leave will



be deducted. If the teacher leaves after the midpoint, one-half (1/2) day of family illness leave will be deducted.

303.0 In any unusual circumstances where additional time is necessary, the employee may make application for approval for additional said time to the Board.

304.0 This benefit shall not extend to usage of sick leave bank days by any teacher.

#### **400.0 Bargaining Unit Sick Leave Bank**

401.0 Any member of the Bargaining Unit may voluntarily become a member of the Bargaining Unit sick leave bank. New hires may voluntarily enroll in the Bargaining Unit Sick Bank by contributing a minimum of one (1) day up to a maximum of three (3) days to the sick bank during the first fifteen (15) calendar days of their first school year.

402.0 Additional contributions of sick leave days shall be solicited when the need arises. Members of the sick leave bank must contribute a minimum of one (1) day to a maximum of a maximum of ten (10) days of his/her sick leave if that person wishes to continue participation in the bank. An automatic donation of one (1) sick day will be assessed unless a Bargaining Unit Member signs and returns a card opting out of the Sick Leave Bank. If a bank member has no sick leave days to contribute at this time, that person may continue as a member.

403.0 Eligibility for withdrawal of days from sick leave bank by bank members shall be determined as follows:

403.1 A member of the sick leave bank with notification to the Office of Human Resources may request sick bank days with a licensed physician's statement of the inability to work and an anticipated date of return to duty.

The use of the sick bank shall apply to long term illness, surgery or temporary disability.

403.2 It is the bargaining unit member's responsibility to periodically provide an updated physician's statement to the Office of Human Resources.

403.3 A member of the sick leave bank must have exhausted the member's current year and accumulated sick leave days and personal leave days.

- 403.4 Members who have withdrawn days from the sick bank are not required to repay the days to the sick bank.
- 403.5 Members shall be defined as any bargaining unit member employed for the fall or spring semesters or summer sessions.
- 403.6 Sick leave bank benefits shall be available to members whose injury or illness arises out of and is in the course of the member's employment, or is otherwise compensable under the Indiana Worker's Compensation Act or the Indiana Occupational Disease Act. The total benefits received shall be equal to but not exceed the member's per diem rate.
- 403.7 Sick leave bank benefits may not be used to extend the period of sick leave beyond the end of the individual teacher's contract year in which the leave commenced or the expiration of the LTD qualification period as set forth in Article IV FRINGE BENEFITS, Section D, and Subsection 500.0 of this Master Contract, whichever is the later. A teacher who qualifies for LTD must take LTD and shall not continue to be eligible to use the Sick Leave Bank days while on LTD.
- 403.8 The Human Resource office of RCS shall report regularly to the board and shall provide the President of REA (or the President's designee) a report of remaining sick leave bank days that are on deposit. The report shall be provided at approximately equal intervals twice during the school year.
- 403.9 For purposes of the Bargaining Unit Sick Bank, a "school year" is defined as the period of time beginning with the first day teachers report to buildings in the fall semester and ending with the last teacher report day in the spring semester.

#### **500.0 Bereavement Leave**

When a teacher is bereaved, he/she, considering his/her needs as well as the needs of the students will be allowed reasonable time off with full pay.

#### **600.0 Other Leave**

The Superintendent may upon presentation of good and sufficient reason (not prohibited by law) recommend to the Board that leave of absence with or without pay be granted to any professional employee up to a maximum of one (1) school year.

## 700.0 Sabbatical Leave

701.0 RCS may grant unpaid sabbatical leave to one or more teachers in a manner and upon terms consistent with the provisions of IC 20-28-10-1; IC 20-28-10-2 and IC 20-28-10-3. Applications for sabbatical leave shall be submitted to the Superintendent in written form. The Superintendent shall then forward a copy of the application to the President of the Association or the President's designee. The application will be reviewed and investigated by the Association President and a recommendation to grant or deny the application will be forwarded to the Superintendent by the president. The Superintendent shall then formulate an administrative recommendation on the application. Both the recommendations of the Association President and the Superintendent shall be submitted to the Board of School Trustees for final action. The decision of the Board shall be final. The recommendations of both the Association and the Superintendent shall be advisory and neither shall be binding upon the Board.

702.0 Upon return from Sabbatical Leave, the teacher shall be returned to a position that the teacher is certified to teach unless the teacher's position shall have been eliminated or changed due to building closings, declining enrollment or other valid cause, as determined by the Board.

## 800.0 Military Leave

Members of the Bargaining Unit will be granted a leave of absence without loss of pay or in the case of an employee who is a member of the Indiana National Guard and is on training duties under the order of the Governor or an employee who is a member of a reserve component of the United States Armed Forces and is on duty under the reserve component authority. The leave of absence shall not exceed fifteen (15) school days in a calendar year and will be in addition to the employees contractual leave days.

## 900.0 Jury Duty and Trial Witness Leave

- a. Teachers will be excused from work for jury duty or when subpoenaed to appear as a trial witness in court.
- b. In such cases, a teacher will be paid his/her regular salary while on jury duty or trial witness leave. It is the teacher's responsibility to secure from the court verification of the court duty and the teacher will endorse the check with the notation this is for deposit only in the account of Richmond Community Schools.

- c. The Board may request that the court relieve or reschedule such Jury duty if the Board or the teacher feels that the teacher's absence is detrimental to the school program.

#### **1000.0 Witness Duty**

Full pay shall be paid to a teacher who is subpoenaed to appear before any court, administrative tribunal, or arbitration in any action except one wherein the Association is a party or one wherein the teacher is the initiating or charging party, plaintiff or counter plaintiff or defendant.

#### **1100.0 Association Business**

1101.0 The president of the Association or his/her designee shall be allowed at least ten (10) days of release time during the school year to conduct Association business. Any absence requested by the Administration and authorized under this section will not be included in the ten (10) days of release time requested by the Association. In any event, the school corporation shall pay the cost of the substitute should such a substitute be hired. The Association shall notify the principal (or immediate supervisor) in advance (if possible) for meetings and conferences. Such absence may be taken as a half day.

1102.0 The president of the association will be granted two (2) hours per day to administer association business and to facilitate communication between RCS and REA.

### **B. HEALTH AND INSURANCE BENEFITS**

#### **100.0 Group Health**

101.0 Subject to the provisions of Subsection 104.0 of this section, RCS shall pay a portion of medical insurance benefits for all bargaining unit members who select medical insurance. RCS will fund at the cap dollar amount or the annual premium, whichever is lesser for the plan. All members of the bargaining unit who complete a full school year contract will have medical insurance benefits until September 1st of the calendar year in which the contract was completed.

101.1 The caps for RCS Health Insurance contribution in 104.0 will apply to section 101.0 above in the event that a settlement to the current Master Contract has not been reached at insurance renewal time.

102.0 Major Medical - There is no lifetime maximum in accordance with the Affordable Care Act.

- 103.0 When a husband and wife are both employed by the RCS, one of the following options may be exercised by said husband and wife:
- 103.1 Each may be covered under the employee only plan and the RCS contribution will be 100% (less 1 cent).
- 103.2 Both may be covered under the spouse, dependent or family plan. If such is elected, RCS contribution will be 100% (less 1 cent).
- 104.0 The School Corporation will offer a traditional four tier PPO health insurance plan and a four tier high deductible health plan. For the period of November 1, 2016 through October 31, 2017, the maximum premium contribution that will be paid by RCS toward the health insurance plan selected by the employee will be:

Plan Type	Board's Contribution
Single	\$6,287.27
Employee + Child	\$10,436.81
Employee + Spouse	\$11,749.14
Family	\$17,292.58

Teachers who elect to participate in the high deductible health plan will be entitled to receive five (5) free visits per participant covered by the teacher's plan with their Primary Care Physician in addition to the Wellness visits provided by the Plan.

- 104.1 Two-Tier Prescription Plan – Effective with the 2016-2017 school year, the School Corporation will offer a two tier Prescription Plan.

## 200.0 Dental Insurance

- 201.0 The Richmond Community Schools will contribute the lesser of all but one dollar (\$1.00) of the premium or three hundred twenty-seven dollars and ninety-six cents (\$327.96) per calendar year.
- 202.0 The group plan shall provide a schedule of benefits substantially equal to or greater than the following:
- 202.1 \$50 annual calendar year deductible per member
- 202.2 \$1250 annual maximum benefit per calendar year per member
- 202.3 80% coverage for usual and customary fees charged for covered services, EXCEPT orthodontics

202.4 60% coverage on orthodontics with maximum lifetime benefits limit of \$500 per member (This benefit may be subject to age restrictions contained in the carrier's Master Policy.)

202.5 100% coverage for usual and customary fees charged for two (2) yearly preventative care visits

202.6 No other maximum lifetime benefit limits

203.0 Any policy procured by RCS shall provide a level of benefits comparable and substantially equivalent to those benefits contained in the policy in existence at the time bids are solicited for such replacement policy.

### **300.0 Vision Insurance**

RCS shall contribute the lesser of all but one dollar (\$1.00) of the premium or the following amounts per calendar year for group vision insurance for all employees and dependents:

Single Plan	\$99.40
Employee/Spouse Plan	\$158.93
Employee/Child Plan	\$166.72
Family Plan	\$266.11

### **400.0 Term Life Insurance**

The Term Life Insurance benefit provided for each member of the Bargaining Unit will be \$50,000. Bargaining Unit Members shall have the option to gain whole life insurance by enrolling in the permanent group ordinary plan. This option shall be at employee expense.

### **500.0 Long Term Disability Insurance (LTD)**

501.0 RCS shall purchase LTD Insurance for all Bargaining Unit Members. This plan shall pay 66 2/3% of the member's daily salary. Qualification will be after 90 calendar days from the onset of the disability. There shall be a coordination of LTD benefits and social security disability benefits so that the member receives 66 2/3% of the member's daily salary during the entire period of the covered disability.

502.0 The LTD benefits provided herein shall be coordinated with other contractual fringe benefits provided hereunder to Bargaining Unit Members as follows:

502.1 During any period of illness or disability, the member shall first exhaust any current or accumulated sick leave days to which the member is entitled.

- 502.2 Thereafter the member may (if a participant) resort to sick leave bank benefits in accordance with Article IV FRINGE BENEFITS, Section A, Subsection 400.0 of this agreement.
- 502.3 Sick leave bank benefits may then be used by the member until the period of LTD qualification has expired.
- 502.4 When a teacher has been off work with a health-related issue, and under a doctor's care for sixty consecutive days, the teacher shall apply for long-term disability. Sick Bank benefits may then be used by the member until the period of LTD qualification has expired.

**600.0 Section 125 Cafeteria Plan**

- 601.0 RCS shall adopt a qualified Section 125 Plan of the Internal Revenue Code (26 U.S.C. S125) for the purpose of allowing eligible employee participants of the Bargaining Unit to select from among Generation I and Generation II benefits under the plan. Generation I and Generation II benefits include but are not limited to the following:
  - 601.1 Group Hospital and Surgery
  - 601.2 Disability Income
  - 601.3 Cancer
  - 601.4 Dental
  - 601.5 Group Life
  - 601.6 Dependent Care
  - 601.7 Medical Expenses
  - 601.8 Vision
  - 601.9 Other Qualified Benefits
- 602.0 Costs associated with the implementation of the Section 125 plan shall be allocated as follows:
  - 602.1 Costs to reprogram the payroll software, provide in-house administrative support personnel, and do those procedures necessary to effect a withholding and processing of plan participant contributions shall be borne solely by RCS.
  - 602.2 Any application fees, enrollment fees, or application/enrollment processing fees charged by third party plan administrator, insurance underwriter, or trustee shall be paid by the plan participant.

602.3 Any fee charged by a plan administrator or trustee (other than RCS) for services rendered in administering the plan shall be paid by the Association.

602.4 Legal, accounting, or other consultation fees charged to develop the plan shall be paid by RCS.

#### **700.0 Joint Insurance Committee - RCS Employee Benefit Trust**

701.0 The RCS Employee Benefit Trust will fully comply with Public Law 232.

702.0 The Trustees of the plan are the Superintendent, REA President, and Chief Human Resources Officer.

703.0 All reports associated with the RCS Employee Benefit Trust will be made to the Trustees of the RCS Employee Benefit Trust. The parties will also receive any additional material necessary to insure they have been provided with full disclosure about the RCS Employee Benefit Trust. Access to personally identifiable information will be consistent with the Health Insurance Portability and Accountability Act (HIPAA).

704. Interest earned by the RCS Employee Benefit Trust will inure solely to the Trust.

705.0 The RCS Employee Benefit Trust will be monitored by the Executive Committee, with input from the Appeal Committee, Benefits Committee, and Finance Committee. There will be teacher representatives, as appointed by REA, on each committee. (See Addendum for committee chairs, make up, responsibilities and meetings and for the Appeal process.)

### **VI. EMPLOYEE RIGHTS AND RESPONSIBILITIES**

The teacher has the following rights and responsibilities as part of his assignment as a professional staff member.

#### **A. CREDIT FOR TEACHING EXPERIENCE**

100.0 Teachers shall be given full credit for all outside teaching experience verified by previous employers and recognized by the Indiana Department of Education. A determination will be made by RCS if Peace Corps experience shall be counted toward placement on the salary Schedule.

200.0 For the purpose of determining salary advancement for teachers on temporary contracts as defined in I.C. 20-28-6-6, RCS will count half year of service any year wherein 60 to 119 days of service occurred in any academic year and one full year of service for any year wherein 120 or more



days of service occurred within an academic year. RCS does not recognize days of service as a substitute teacher toward advancement on the salary schedule. This section will apply to any teacher currently serving on a regular teacher's contract. Nothing contained herein shall entitle any teacher to claim back pay for previous service.

**B. CREDIT FOR MILITARY EXPERIENCE**

100.0 Military experience may be substituted for teaching experience on the Salary Schedule under the following conditions:

200.0 Eight months either of military service or military service combined with school teaching experience shall be equivalent to one (1) year of teaching experience providing:

201.0 Such service shall take place within the regular school year (from July 1 to June 30).

202.0 Military experience substituted for teaching experience shall not exceed four (4) years.

203.0 The above shall apply to all veterans who: took the oath of allegiance, wore the uniform, served in either combat or non-combat units, and were honorably discharged.

**C. PROTECTION OF PROFESSIONAL STAFF**

100.0 No bargaining unit employee shall suffer loss of wages or sick days as a result of assault, injury, or harassment.

200.0 If a suit is filed against a member of the Bargaining Unit by a person or an agency outside of RCS as a result of the performance of his/her duties, the Board will provide legal counsel for the teacher, provided the teacher was acting within the scope of his/her employment. The providing of counsel does not prejudice the Board's right to consider suspension or dismissal in cases of negligence or violations of Board Policy.

300.0 If a person or agency outside of RCS requests the suspension or dismissal of a member of the Bargaining Unit, the Board will provide legal counsel to the member, provided the teacher was acting within the scope of his/her employment, and will not suspend or dismiss the member until a hearing with the Board is conducted.

400.0 In the situations described in Sections 100 through 300 above, legal counsel shall be chosen by RCS and provided at no cost to the teacher.

500.0 The Board's obligation under this paragraph shall be secondary to those of any insurance carrier providing insurance coverage to the member in the particular legal proceedings. In such case, the Board will recognize the right of the member and/or carrier to select counsel of its/their choice.

D. TEACHER COMPENSATION FOR REASSIGNMENT

100.0 Elementary teachers involuntarily reassigned from one grade level to another within the building or middle and high school teachers involuntarily reassigned from one discipline to another in 50% of their teaching assignment within the same building during the school year shall receive \$250.00 and up to two days of released time.

200.0 A teacher who is involuntarily transferred from one building to another, during the school year, shall receive a transition allowance of \$500.00 and up to two days of released time.

VII. GRIEVANCE PROCEDURE

A. GRIEVANCE PROCEDURE

100.0 This grievance procedure, hereinafter referred to as "Procedure," stipulates the conditions and the procedures by which grievances alleged by certain defined school employees shall be processed. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievances; but such grievances shall be submitted to the following grievance procedures.

200.0 This grievance procedure shall in no way inhibit or infringe upon the rights of a school employee to confer with the school employer in the line and staff organizational structure seeking benefits in his/her own behalf provided these benefits are not inconsistent with the Master Contract.

300.0 The filing of a formal grievance must involve the Association in the processing of that grievance to its conclusion or abandonment.

B. DEFINITIONS

100.0 As used in the Procedure:

101.0 A grievance is an alleged misapplication or violation of an article(s) or section(s) of this Master Contract.

102.0 The term "school corporation" means the Richmond Community Schools, Richmond, Wayne County, Indiana.

- 103.0 The term "school employer" means the Board of School Trustees of the Richmond Community Schools.
- 104.0 The term "teachers" means any individual or group of individuals in the Bargaining Unit.
- 105.0 The term "Superintendent" means the chief administrative officer of the school corporation, or any person(s) designated by him/her to act in his/her behalf in dealing with school employees.
- 106.0 The term "grievant" means the teacher or teachers making the claim.
- 107.0 The term "days" when used in this article shall be school days. During the summer recess, the term shall mean weekdays.

**C. PURPOSE**

The purpose of this Grievance Procedure is to settle grievances at the lowest possible level. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

**D. PROCEDURE**

- 100.0 It is important that grievances be handled as rapidly as possible. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representatives of each party.
- 200.0 It shall be the general practice of all parties to process grievances during mutually agreed to times.
- 300.0 Forms for filing grievances shall be mutually agreed upon by the Richmond Community Schools and the Richmond Education Association. All grievances shall be filed on the form set forth in the Ancillary Forms.
- 400.0 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant and not be a valid basis for evaluations or consideration of awarding any professional advantage to such a teacher.
- 500.0 No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

600.0 If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.

700.0 Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer of the previous step. The failure of the grievant to advance the grievance shall not serve as precedent in any subsequent grievance.

701.0 Level One

The teacher with a complaint or grievance shall within twenty-five (25) days of the date the individual knew or reasonably should have known of the alleged grievance first discuss the matter with his immediate administrator, either individual or with a representative of the Association, with the object of resolving the matter informally. He/She may request that a representative of the Association accompany him/her in approaching his/her immediate Administrator. In such case the administrator shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present. Once reduced to writing, a grievance may be advanced to a higher level by the mutual and written consent of the grievant, a representative of REA and representative of RCS.

702.0 Level Two

In the event the grievance is not resolved at Level One, the grievance may be reduced to writing on a prescribed form, signed and copies submitted to the Richmond Education Association, the immediate Administrator, the appropriate Administrative Assistant and the Superintendent of Schools. This final grievance must be submitted within ten (10) days of the disposition of the grievance at Level One. Within five (5) days of the filing of the formal grievance in writing, a meeting shall take place between the immediate Administrator involved, the appropriate Administrative Assistant, the Grievant, and the Association representative and an answer to the grievance shall be given to the grievant in writing within ten (10) days after the meeting.

703.0 Level Three

If the grievance is not settled at Level Two, it may be appealed to the Superintendent within ten (10) days by filing a written notice with the Superintendent stating the grounds for the appeal. A meeting with the Superintendent or his/her designee shall be held within seven (7) days following the receipt of such notice and the Superintendent shall promptly notify the grievant and the Association of the day, the time, and the place where such appeal shall be heard. The Superintendent's written decision shall be

transmitted to the grievant and the Association within ten (10) days after the hearing.

704.0 Level Four

If the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within ten (10) days after the hearing with the Superintendent, the grievance may be appealed to the School Board within fifteen (15) days by filing written notice with the President of the School Board stating the grounds for appeal. Unless otherwise requested, the grievance hearing before the Board shall be heard in executive session. A written statement will be issued to the Association by the School Board stating the final decision on the grieved matter. When the written statement is received, the grievance procedure is ended. Failure of the Association to appeal the grievance to a court of competent jurisdiction within thirty (30) days shall result in waiver of the grievance and any appeal thereof.

**VIII. 2004 SENATE BILL 199 LANGUAGE**

Effective Date: The following amendments are made to the Contract Agreement between the Richmond Community Schools Board of School Trustees and the Richmond Education Association, signed the 11<sup>th</sup> day of August, 2004. These amendments shall be effective with respect to any teacher retiring at the end of the 2003-2004 school year. For the 2004-2005 school year only, teachers who qualify to retire may select either the retirement plan under the original 2003-2006 agreement or the buyout plan. However, to be covered under the retirement plan outlined in the original 2003-2006 agreement, an irrevocable letter of retirement at the end of the 2004-2005 school year must be given to the Chief Human Resources Officer before the 15<sup>th</sup> of June, 2004. Any teacher who has retired before the effective date will only be entitled to those benefits contained in the Contract Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

**100.0 2004 Buy Out of Retirement Benefits**

101.0 Elimination of Prior Agreement's Retirement Bridge and Severance Benefit

101.1 The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that Article IV Fringe Benefits, Section C Severance Pay, Early Retirement and IRS Code Section 403b Matching Annuity and Custodial Mutual Funds in the Agreement immediately before this amendment's effective date are terminated and shall not apply to any teacher retiring or severing employment with the school corporation on or after this amendment's effective date, except as otherwise specifically provided in the introductory amendment of this Article. Those teachers who retired

or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

#### 102.0 Entitlement to Retirement Benefits and Vesting Requirements

102.1 Upon retirement from Richmond Community Schools, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements unless otherwise specified:

102.11 The teacher must be at least fifty-five (55) years of age on or before August 31<sup>st</sup> and must be credited with twelve (12) years of teaching service in RCS and nineteen (19) total years of teaching experience credited by RCS.

102.12 A qualified teacher electing to retire must notify, in writing, the Chief Human Resources Officer by March 1 of the year immediately before retirement shall begin. The Board may approve exceptions for reasons of health and other emergencies.

102.13 Upon receipt of notification of the employee's intent to retire and verification of the unused accumulated sick leave days, the Board will increase the last year's contract amount by up to \$2,000 with payment distributed the last payroll period of the school year. The exact dollar figure will be based on the number of unused accumulated sick leave days (capped at 70 days) times \$30. If after application for retirement provided herein the staff member dies, his/her beneficiary, as filed with the Indiana State Teachers' Retirement Fund, shall receive this additional compensation based on the above calculation.

#### 103.0 Actuarial Determination of Value of the Current Retirement Bridge and Severance Benefits

103.1 The present value of the future severance benefits and retirement bridge payments will not be reduced by the Social Security and Medicare taxes (FICA).

103.2 Employees hired after the school year 1997-1998 shall not be entitled to any payment for the eliminated retirement bridge or severance benefits other than buyout of unused accumulated sick day leave.

103.3 The Educational Services Company has been selected to determine the present value of the unfunded severance benefits and retirement bridge benefits described in the prior agreement. In making this present value

determination, the Educational Services Company shall use the following assumptions:

103.31 The assumed interest rate for the purpose of determining the present value is four percent (4%) for the first two years, six and one half percent (6.50%) for the next two years and seven and one half percent (7.50%) for year five and all years thereafter. However, for post-retirement cash flow purposes, a four percent (4%) interest rate shall be used.

103.32 It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-nine (59). If an employee hired prior to the 1997-98 school year continues employment after the attainment of age fifty-nine (59), the employee continues to share in any future forfeitures.

103.33 The board's contribution to the annual post-retirement single or family health insurance premiums will be assumed to be equal to seven thousand dollars (\$7,000) for employee and fourteen thousand (\$14,000) for employee and spouse at the time of retirement. Irrespective of the teacher's anticipated date of retirement, no further increase in this annual cost is to be assumed. Furthermore, payments will be deemed to terminate when the individual would otherwise be eligible for Medicare. This board contribution to a VEBA account will only be distributed to those individuals hired prior to 1997-98.

103.34 The anticipated amount of the Social Security bridge supplement shall be determined using the amount of annual benefit described in subsection 204, Section C of Article IV of the prior agreement. However, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-nine (59), or (b) satisfaction of the eligibility requirements of subsection 102, Section C of this Article IV. The total amount for calculation of this buyout is decreased by the aggregate earnings of the 403b established for all bargaining unit members hired prior to 1997-98. In addition to the aggregate earned amount to June 30, 2004, interest credit will be calculated on the remaining aggregate earned amount to age 59 for pre 1997 participants.

103.35 Using the method of calculation described in Article IV, Section C, subsection 100 of the prior agreement, the severance benefit for each employee will be determined, subject to the following adjustments:

103.351 For purposes of the calculations, projections of future sick leave accumulation shall be extrapolated based upon each

individual's sick leave ratio as of the 31<sup>st</sup> day of July, 2004. The sick leave ratio is calculated based on the total unused accumulated sick leave days divided by the employee's years of service with RCS for an average annual amount with a maximum amount of ten (10) days annual and a minimum amount of two (2) days. Unused personal leave days are included as sick leave days following the end of the teacher contract year effective July 31, 2004.

103.352 The employee's base daily rate will be increased by assumed years of service.

103.353 The final buyout amount is based on the total unused accumulated sick leave days calculated by multiplying the employee's sick leave ratio times the assumed years of service to retirement minus seventy days (70). The total number of days shall then be multiplied at a value of forty-five dollars (\$45) per day assumed at retirement.

103.36 Using the method of calculation described in Article IV, Section C, Subsection 100 of the prior agreement, the severance benefit of 11% of the last year's contract amount will be calculated utilizing the assumed age of retirement of fifty-nine (59) years and an annual average salary increase of two (2%) percent.

103.37 Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, not to exceed one year, 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 not to exceed one year.

103.38 The present value of the severance benefits and retirement bridge under the prior agreement shall be calculated effective as of July 31, 2004.

103.39 To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of May 7, 2004: base salary, age, years of service, and accumulated sick leave. They shall assist in the preparation of this verification sheet for each teacher. However, the Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board on or



before the 31<sup>st</sup> day of July, 2004 as final calculations will be prepared and the contributions hereinafter described will be commenced after such date. Corrections not returned to the Board until after the 31<sup>st</sup> day of July, 2004 shall be disregarded.

103.4 Using the above assumptions and the other assumptions contained in the Live Tool Model developed by Educational Services Company and as agreed to by the parties, a hard copy of the input and summary page being attached hereto, the Educational Services Company shall prepare the present value calculations for each teacher and the contributions described hereinafter will be made.

104.0 Buy Out Contributions for Teachers Hired Prior to 1997-1998

104.1 403 (b)

104.11 Effective with the retirement buyout, the existing 403B, within the provisions of the IRS code, shall be fully and immediately vested. The board's matching contribution shall terminate effective as of June 30, 2004.

104.12 Each teacher may elect to make a continuing salary reduction election and make tax deferred contributions, to a plan described in section 403 (b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code. The Board shall forward salary reduction money to the appropriate vendor each pay day. The school corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to qualified plans.

104.2 VEBA

104.21 The school corporation shall establish and contribute to a Voluntary Employees' Beneficiary Association (VEBA), as described in section 501(c) (9) of the Code. The total sum of the amount calculated by Educational Services Company, that amount representing the present value of the group health insurance benefits and term life insurance as calculated for all employees hired prior to 1997-98, shall be contributed to the plan. Proceeds from the bond issue will be distributed within thirty (30) days of the vendor selection. The Vendor we select shall be the organization administering the VEBA and shall be the single investment vendor for the VEBA. The terms and conditions of the administration and operations of the VEBA shall be as follows:

104.211 The amount calculated for each employee will be invested in a separate account. There will be no co-mingling of

accounts and each employee may determine how his or her account shall be invested after the investment options made available by the vendor for the VEBA.

104.212 Until such time that an employee has retired and satisfied the eligibility requirements set forth in of subsection 102, Section C of this Article IV, the employee shall have no access to the assets held in his or her separate VEBA account.

104.213 If an employee terminates employment before satisfaction of the requirements set forth in subsection 102, Section C of this Article IV, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present values calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

104.2131 Employees who forfeited their VEBA accounts in the same year;

104.2132 Employees who previously forfeited their VEBA accounts; and

104.2133 Employees qualified for retirement and terminated employment in or before the year of the reallocated forfeiture.

104.214 Furthermore, VEBA accounts of employees who have attained the age fifty-nine (59), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

104.215 Following retirement and the satisfaction of the requirements set forth in subsection 102, Section C of this Article IV, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of subsection 102, Section C of this Article IV, any amounts remaining in the deceased

employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents described in IRS Code. If no spouse or dependents exist, the VEBA account will revert to the employee's estate, subject to IRS regulations. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

104.216 The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All vendor costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

### 104.3 401(a) Plan

104.31 The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The total sum of the amount calculated by Educational Services Company as the present value for the retirement pay and severance benefits for individual participants shall be contributed by the school corporation to the 401(a) plan within thirty days of the receipt of bond proceeds and selection of vendor. The single investment vendor for the 401(a) plan shall be the vendor we select. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

104.311 The amount calculated for each employee will be invested in a separate account. There will be no co-mingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401 (a) Plan.

104.312 Until such time that an employee has retired and satisfied the eligibility requirements set forth in subsection 102, Section C of this Article IV, the employee shall have no access to the assets held in his or her separate 401(a) plan account.

104.313 If an employee terminates employment before satisfaction of the requirements set forth in subsection 102, Section C of this Article IV, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present

value calculations. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

- 104.3131 Employees who forfeited their 401(a) plan accounts in the same year;
- 104.3132 Employees who previously forfeited their 401(a) plan accounts; and
- 104.3133 Employees who qualified for retirement and terminated employment in or before the year of the reallocated forfeiture.
- 104.3134 Furthermore, 401(a) plan accounts of employees who have attained the age of fifty-nine (59), but have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.
- 104.3135 Following retirement and the satisfaction of the requirements set forth in subsection 102, Section C of this Article IV, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of subsection 102, Section C of this Article IV, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) plan account.
- 104.3136 The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All vendor costs incurred in the administration the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

105.0 Buyout Contributions for Teachers hired after 1997-1998

105.1 401(a) Plan

105.11 The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The total sum of the amount calculated by Educational Services Company as the present value for the unused accumulated sick day leave benefit for individual participants shall be contributed by the school corporation to the 401(a) plan within thirty days of the receipt of bond proceeds and selection of vendor. The single investment vendor for the 401(a) plan shall be the vendor we select. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

105.111 The amount calculated for each employee will be invested in a separate account. There will be no co-mingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401 (a) Plan.

105.112 Until such time that an employee has retired and satisfied the eligibility requirements set forth in subsection 102, Section C of this Article IV, the employee shall have no access to the assets held in his or her separate 401(a) plan account.

105.113 If an employee terminates employment before satisfaction of the requirements set forth in subsection 102, Section C of this Article IV, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

105.1131 Employees who forfeited their 401(a) plan accounts in the same year;

105.1132 Employees who previously forfeited their 401(a) plan accounts; and

105.1133 Employees who qualified for retirement and terminated employment in or before the year of the reallocated forfeiture.

105.114 Furthermore, 401(a) plan accounts of employees who have attained the age of fifty-nine (59), but have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

105.115 Following retirement and the satisfaction of the requirements set forth in subsection 102, Section C of this Article IV, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of subsection 102, Section C of this Article IV, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) plan account.

105.116 The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All vendor costs incurred in the administration the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

#### 106.0 Future Adjustments

106.1 The parties agree that this Article IV or any other provision of this Agreement does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the effective dates outlined in this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Article IV shall not negatively affect the retirement benefits of teachers already receiving benefits pursuant to this Article.

#### 200.0 Retirement Severance Benefit Teachers Hired Prior to 1997-1998

201.0 An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

## 201.1 Group Health Insurance

201.11 Immediately following severance, the teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan, including vision and dental, if all of the following conditions are met as of the date of severance and thereafter:

201.111 The teacher was enrolled in the Corporation's group health insurance plan during the school year immediately before severance;

201.112 While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the monthly insurance premium applicable to the insurance coverage, with the payment to be made on or before the 1st day of each month beginning September 1 of the year of retirement;

201.113 March 1<sup>st</sup> of the year of retirement, the teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher and spouse, if any. Insurance coverage shall continue without interruption unless the teacher notifies the School Corporation of irrevocable intent to withdraw from the school corporation's health, vision, dental or life insurance. Once an employee withdraws from the school corporation's insurance plans, he/she must meet the federal regulations to re-enroll.

201.12 When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) A spouse of a qualifying teacher may elect to continue coverage under the hospitalization, vision and dental plan after the retired teacher reaches the Medicare qualification age by paying the full premium cost until the spouse is eligible for Medicare or at an earlier age in accordance with the provisions of I.C. 5-10-8.2.6 (g). It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that

establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

## 201.2 Term Life Insurance

201.21 A bargaining unit member who qualifies under the eligible class for retirement as defined by the school corporation Master Contract may continue to participate in the school corporation's term life insurance coverage program in the amount of \$50,000 until eligibility to receive Medicare coverage. To continue this coverage, a retiring teacher must notify the Office of Human Resources by March 1 of the year of retirement of the intent to continue coverage. Upon retirement, the retiree will begin monthly payments effective September 1 of the year of retirement.

## 300.0 403 (b) Annuity Plan/VEBA Teachers Hired After 1997-98

301.0 Each teacher may elect to make a continuing salary reduction election and make tax deferred contributions, to a plan described in section 403 (b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code. The Board shall forward salary reduction money to the appropriate vendor each pay day. The school corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to qualified plans.

### 302.0 403 (b) Matching Annuity Accounts

302.1 The Board agrees to establish qualified IRS Code Section 403(b) matching annuity plans (plan) for all bargaining unit members hired 1997-1998 and after. The Board will contribute an amount equal to 2% of the bargaining unit member's salary. Effective January 1, 2012, the Board's contribution shall be suspended for seventeen (17) pay periods and shall thereafter be reinstated. Within the provisions of the IRS Code, the plan shall be fully and immediately vested for contributions, shall be portable, and shall include the availability of loans and hardships withdrawals.

### 303.0 VEBA Accounts

303.1 The Board agrees to establish a VEBA account for teachers hired 1997-98 and after in an amount equal to ½ % of the annual teacher contract amount. Effective January 1, 2012, the Board's contribution shall be suspended for seventeen (17) pay periods and



shall thereafter be reinstated. The amount calculated for each employee will be invested in a separate account. There will be no co-mingling of accounts and each employee may determine how his or her account shall be invested among the various investment options made available by the vendor for the VEBA.

303.2 A teacher is vested in the VEBA account with five (5) years of service with RCS and thereafter the VEBA account shall be portable.

303.3 Following retirement and the satisfaction of the requirements set forth in subsection 102, Section C of this Article IV, a retiree may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the retiree, spouse and dependents according to IRS Codes.

303.4 Furthermore, following the death of an employee who had otherwise satisfied the requirements of subsection 102, Section C of this Article IV, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

303.5 If an employee terminates employment before satisfaction of the requirements set forth in subsection 102, Section C of this Article IV, the terminated employee's VEBA account shall be forfeited.

303.6 Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts of those hired 1997-1998 and after. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present values calculations and shall be determined by the vendor. Therefore, the VEBA accounts of the following employees will not share in the reallocation of forfeiture of a VEBA account:

303.61 Employees who forfeited their VEBA accounts in the same year;

303.62 Employees who previously forfeited their VEBA accounts; and

303.63 Employees qualified for retirement and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty nine (59), but who have not

terminated employment may share in the reallocated forfeiture, but on a reduced basis.

303.7 Retirement and VEBA accounts of teachers whose contracts are cancelled as a result of a reduction in force and who meet the vesting requirements set forth in Section C, subsection 102 shall remain with the teacher. For purposes of sections 302.0 and 303.0 above only, teachers whose contracts are cancelled as a result of a reduction in force shall be immediately vested in the Board's contribution to their 403(b) and VEBA accounts.

## IX. MISCELLANEOUS

### A. AGREEMENTS

100.0 The parties acknowledge that during the bargaining which resulted in this agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school employer and REA for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time they bargained or signed this Agreement.

200.0 Should any Article, Section, or Clause of this Collective Bargaining Agreement be declared illegal by IEERB or by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be deleted automatically from this Agreement to the extent that it violates the law; but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement to the extent that such remain unaffected by the deleted Article, Section, or Clause.

300.0 Any reference to gender in this contract shall apply to both male and female employees.

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X. AUTHORIZATION FORM

This Master Contract is made, entered into, and executed by the respective parties on the 8<sup>th</sup> day of November, 2017, in Richmond, Indiana, by and between the Board of School Trustees of Richmond Community Schools and Richmond Education Association.

Representing  
BOARD OF SCHOOL TRUSTEES  
Attest:

Representing  
RICHMOND EDUCATION ASSOCIATION  
Attest:

Deborah Mann  
[Signature]  
[Signature]  
[Signature]  
Dustin Skuman  
Walter L. Robinson  
Suzanne Keregoeski  
[Signature]

Kelley McDermott  
Sarah Lynch  
Michelle Judd  
Shonda Pinchard  
Taisy J Baker  
[Signature]  
[Signature]

Board Approval Date: November 8, 2017

Ratified Date: November 2, 2017

## Appendix A

### 2017-2018 Hiring Placement Schedule & Reset

<b>Yrs. Exp.</b>	<b>Row</b>	<b>BS</b>	<b>BS +15</b>	<b>BS +30</b>	<b>MA</b>	<b>MA +15</b>	<b>MA +30</b>	<b>MA +45</b>	<b>MA +60</b>	<b>Doctorate</b>
<b>0-3</b>	<b>1</b>	37,000	37,250	37,500	38,000	38,607	39,803	41,000	41,402	41,810
<b>4</b>	<b>2</b>	37,250	37,500	38,000	38,500	39,115	40,316	41,513	41,922	42,335
<b>5</b>	<b>3</b>	37,500	38,000	38,500	39,000	39,630	40,834	42,027	42,441	42,859
<b>6</b>	<b>4</b>	37,700	38,500	39,000	39,500	40,144	41,347	42,546	42,965	43,388
<b>7</b>	<b>5</b>	38,536	38,820	39,500	40,482	41,682	42,885	44,081	44,517	44,956
<b>8</b>	<b>6</b>	39,910	40,205	40,499	42,021	43,223	44,422	45,623	46,072	46,527
<b>9</b>	<b>7</b>	41,270	41,575	41,881	43,554	44,756	45,960	47,160	47,625	48,096
<b>10</b>	<b>8</b>	42,629	42,946	43,259	45,084	46,292	47,502	48,705	49,186	49,671
<b>11</b>	<b>9</b>	43,998	44,323	44,647	46,621	47,829	49,044	50,254	50,749	51,251
<b>12</b>	<b>10</b>	45,366	45,701	46,037	48,156	49,369	50,581	51,795	52,307	52,823
<b>13</b>	<b>11</b>	46,733	47,078	47,424	49,685	50,899	52,126	53,346	53,873	54,405
<b>14</b>	<b>12</b>	48,103	48,458	48,814	51,223	52,440	53,658	54,874	55,417	55,965
<b>15</b>	<b>13</b>	49,103	49,458	49,814	52,758	53,974	55,207	56,424	56,983	57,545
<b>16</b>	<b>14</b>	49,103	49,458	49,814	54,291	55,508	56,738	57,962	58,534	59,114
<b>17</b>	<b>15</b>	50,103	50,458	50,814	55,821	57,056	58,279	59,504	60,093	60,686
<b>18</b>	<b>16</b>	50,103	50,458	50,814	57,361	58,592	59,814	61,045	61,649	62,259
<b>19</b>	<b>17</b>	51,103	51,458	51,814	58,894	60,127	61,356	62,594	63,213	63,839
<b>20</b>	<b>18</b>	51,103	51,458	51,814	60,429	61,660	62,901	64,135	64,770	65,411
<b>21</b>	<b>19</b>	52,103	52,458	52,814	61,966	63,195	64,433	65,676	66,327	66,984
<b>22</b>	<b>20</b>	52,103	52,458	52,814	63,491	64,735	65,980	67,220	67,886	68,559
<b>23</b>	<b>21</b>	52,103	52,458	52,814	63,491	64,735	65,980	67,220	67,886	68,559

## Addendum

### Committees for RCS Employee Benefit Trust

February 5, 2003

Trustees of the Plan – made up of the Superintendent, REA President and Chief Human Resources Officer.

- Duties: Disseminate reports to the Executive Committee, such as but not limited to, Aggregate Reports, Month End Reports, Check Register reports, Census reports, Monthly Activity reports, and account statements reflecting money for claims and IBNR (incurred but not reported) consistent with HIPPA regulations.

Executive committee made up of the Chief Financial officer of the school district/ designee, the REA President/designee, the Chief Human Resources Officer/ designee, two additional teachers appointed by REA, Superintendent/designee, and two classified representatives selected by the Chief Human Resources Officer.

- Co-chairs—REA President/designee and Superintendent/designee
- Duties-
  - Has the authority to recommend a vendor to administer plan, to recommend benefit plan revisions, to recommend the contribution recommendation to the REA and Administration. Has the responsibility to deliver to Finance committee an investment policy that directs and limits investment choices for all cash funds.
  - Has the responsibility to create and publish employee communications documents from time to time.
  - Has the responsibility to deliver to Appeal committee the limits on its authority with regard to size of appealed claims that fall outside of the re-insurance agreement, and limit Appeal reviews to areas of ambiguity; not to revise clear benefit provisions.
  - Has the membership related-issue responsibilities; decisions related to coverage availability other than clear HIPAA enrollment exceptions are included in these duties.
  - May also be members of any of the sub-committees.
- Meetings-Committee meets at least once every month or more throughout the year.

Appeal committee made up of representative from employee groups covered by plan. Executive committee determines the membership. Members, in addition to the chair, are the Director of Finance/designee, the benefits specialist, a teacher appointed by REA, and a member of the classified representative group.

- Chair-President of REA/designee.
- Duties-Has authority as authorized by Plan's executive committee to review and confirm or change TPA's claim determination.

- This committee may, from time to time, make contact with the school corporation attorney for additional information.
- The maximum monetary authority of this committee for any one-claim appeal shall be \$10,000.
- Meetings-Committee membership to meet not more often than once a month, but only if called.

Benefits committee- made up of employee groups represented by the plan. Executive committee determines the membership of this committee. Members, in addition to the chair, are the benefits specialist, two teachers appointed by REA, and a classified representative.

- Chair-Chief Human Resources Officer of RCS.
- Duties-
  - Continuous review of benefit plans to be sure plan features match the benefit and cost needs of the employees and their dependents. Interviews various informational sources to be sure plan features are using the most current tools to deliver benefits for members. Visits with other employers or groups to understand trends and compare to RCS program.
  - If the committee determines benefits changes or additions should be made, then committee makes recommendations to the Executive committee.
  - Development of the monthly communication/newsletter.
- Meetings-Committee meets at least once every month or more often throughout the year.

Finance committee-made up of representatives from employee groups covered by the plan. The Executive Committee determines the membership of this committee. In addition to the chair are the Chief Financial Officer/designee, REA President/designee, a classified representative and a teacher appointed by REA.

- Chair-Superintendent or designee.
- Duties-
  - Reviews the financial results of the operating plan(s). Makes recommendation to the Executive committee regarding fee adjustments necessary to be sure plan is operating financially sound.
  - Manages the changes in the reserve account to be sure funds are invested conservatively.
  - Works closely with TPA, and trustee (local bank) holding all cash accounts.
  - Reviews benefit recommendations with Benefits committee to determine financial implications of any benefit revision.
- Meetings-Committee membership to meet not more often than once a month, but only if called.

Data Input - Determination of Liability Amounts for Early Retirement & Severance Benefits		
School Corporation: Richmond Community Schools		
Used for teacher(3) statements 5-04-04		
	Calculate (y or n)	
<b>Assumption Set</b>		
Non-excess Sick Days		\$561,285
Retired Teacher Incentive	y	\$1,419,519
Retired Teacher Health Insurance	y	\$1,832,528
Severance Cert & Non-Cert	y	\$1,574,496
Early Retirement Incent	y	\$5,496,889
Health Insurance Certified	y	\$5,708,679
Life Insurance	y	\$69,167
Total Administrator Liability (bridge & flat health)	y	\$1,762,091
<b>Total Gross Liability</b>		<b>\$18,424,653</b>
403(b) accumulated contributions thru January 0, 1900 est		\$1,433,124
Earnings on contributions est		\$215,955
<b>Liability net of January 0, 1900 accumulated contributions</b>		<b>\$16,775,574</b>
Assumed Initial Interest Rate		4.00%
Assumed Intermediate Interest Rate		6.50%
Assumed Ultimate Interest Rate		7.50%
Mortality Table		up94
Cash Flow Interest Rate		4.00%
Cash Flow Mortality Table		nodth
Termination Assumption		table
Sick day accruals all staff		avg
		non-discounted non-excess \$1,172,837
		Certified teachers \$1,329,016
		Total Unfunded Liability at earnings rate 7.00%
		years for initial rate 2
		years for intermediate rate 2
		Table No. 1
		Table No. 3
		If using average days input avg

Addendum

2004 Senate Bill 199  
 Educational Services Co.  
 Live Tool Model

Minimum Annual Sick Day Accruals					2
Maximum Annual Sick Day Accruals					10
Maximum Sick Days at Retirement (non-excess)					70
Sick Day Amount (non-excess days)					\$30
Sick Day Amount (excess days - teachers only)					\$45
Assumed Retirement Age					59
Corporation FICA					n
Retain Participant FICA					n
Salary Inflation Factor					2.0%
Initial Single Health Insurance Premium Rate					Chart
Premium Inflation Rate					0.00%
Maximum Health Insurance Premium "none" if no max					\$25,000
Teacher & school year non-cert contract days					N/A
Full Time non-cert contract days					N/A
2004 Salary - BS, 0 years exper					\$30,178
Annual Life Insurance Premium Cert Admin & Teacher					\$120
Required Years of Corporation Service (except for unused sick days)					5
Termination Assumption					
Age	Rate	Rate	Age	Rate	Corporation Premium
0	0.00%	0.00%	37	4.50%	June 30, 2004
22	6.00%	6.00%	38	4.25%	\$0
23	5.75%	5.75%	39	4.00%	\$7,000
24	5.50%	5.50%	40	3.88%	\$14,000
25	5.40%	5.40%	41	3.75%	\$7,000
26	5.30%	5.30%	42	3.38%	\$14,000
27	5.20%	5.20%	43	3.25%	
28	5.10%	5.10%	44	3.13%	
29	5.00%	5.00%	45	3.00%	
30	4.90%	4.90%	46	2.88%	
31	4.85%	4.85%	47	2.75%	
32	4.80%	4.80%	48	2.50%	
33	4.75%	4.75%	49	2.25%	
34	4.70%	4.70%	50	1.75%	
35	4.60%	4.60%	59	0.00%	
36	4.55%	4.55%			

Addendum