

**Tentative Agreement**

between the

**Board of Directors**

of the

**Ripley-Ohio-Dearborn Special Education Cooperative**

and the

**Ripley-Ohio-Dearborn Educators Association**

~~2019-2020~~

**2020-2021**

## Table of Contents

Article I - Recognition .....	3
Article II – Personal Leaves.....	3
Article III – Insurance Protection .....	9
Article IV – Professional Compensation .....	10
Article V – Retirement Benefits .....	11
Article VI – Grievance Procedure.....	17
Article VII– Closure .....	19
Article VIII – Effect of Agreement.....	19
Article IX – Term of Agreement .....	20
Appendix A – Compensation Model .....	21
Appendix B – Grievance Form.....	23

This Agreement is entered into this ~~13<sup>th</sup> day of November, 2019~~ **10<sup>th</sup> day of November, 2020** by and between the Board of Directors of the Ripley-Ohio-Dearborn Special Education Cooperative, hereinafter called the "Board," and the Ripley-Ohio-Dearborn Educators Association, hereinafter called the "Association."

For purposes of this document, the Ripley-Ohio-Dearborn Special Education Cooperative shall be referred to as "ROD."

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to memorialize. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I  
RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all certified employees, as defined in IC 20-29-2-4, except; Executive Director of Special Education, Assistant Directors of Special Education, ROD Treasurer, ROD Office Personnel, Technology Support Personnel, Instructional Assistants, Certified Occupational Therapy Assistants, Physical Therapy Assistants, Speech-Language Therapy Assistants, and Substitute Teachers.

ARTICLE II  
PERSONAL LEAVES

- A. Sick leave for personal illness or quarantine shall be earned at the rate of ten days per year, accumulating to a total of 150 days. Sick leave time may be taken and deducted in ¼, ½, or full day increments.
- B. The days in excess of one hundred fifty (150) shall be compensated at the rate of \$50.00 per day. Such compensation shall be paid to the certified staff member's 403(b) account. These payments shall be made on or before June 30.
- C. Leave accumulated in the last school system prior to employment at the ROD Special Education Cooperative shall be transferred at the rate of four days per year after completing one year in the system until the certified employee's cumulative total reaches 150.
- D. In case of illness in the employee's immediate family the certified employee may be absent with pay and have these days deducted from the certified employee's cumulative sick leave.

E. In case of death in the immediate family, for each occurrence, a certified employee may be absent from work with pay for a period not extending more than five school days. Immediate family is interpreted for this purpose as follows: Parent, sibling, spouse, domestic partner, grandparent, grandchild, child, father-in-law, mother-in-law, step-child, foster child, step-parent, son-in-law, daughter-in-law, or a person whose permanent home is in the certified employee's home.

F. In case of death of a sister-in-law, brother-in-law, cousin, nephew, niece, aunt, or uncle, a certified employee may be absent from work with pay for a period not extending more than two school days.

G. Each certified employee shall be granted three days per year, for the transaction of personal business or civic affairs that cannot be scheduled outside the regular workday. The certified employee shall submit to the executive director the reason and necessity for the absence. Personal leave time may be taken and deducted in full or one-half day increments. In the event that a certified employee has one-half day or more personal leave unused at the end of a school year, such day(s) shall be transferred to sick leave for future use.

H. **This section was not bargained and is provided for informational purposes:** Certified employees at ROD receive a contract and benefits in exchange for 185 days. Certified employees who work less than 185 days shall be granted pro-rated sick days and personal days. The formula is the number of contract days divided by 185. This yields a percentage that is applied to the total sick and personal days granted for the year. The proportionate leaves shall be determined to the closest one-half day increment. Bereavement leave shall be granted as provided in paragraphs *E* and *F* of Article *II*.

I. A certified employee who is pregnant shall be entitled upon request to a leave of absence to begin any time between the commencement of her pregnancy and one year following the birth of her child. A certified employee taking leave under this provision shall be entitled to use accumulated sick leave days, not to exceed 30 days within the first six weeks following the birth of the child unless extended for health reasons by a physician. This leave may be taken without jeopardy to reemployment.

J. A certified employee who adopts a child shall be entitled to use accumulated sick leave days during an adoptive leave, not to exceed 30 days within the first six weeks following the adoption of the child. This leave may be taken without jeopardy to reemployment.

K. A certified employee whose significant other has a child shall be entitled to use accumulated sick leave days during a parental leave, not to exceed five days within the first two weeks following the birth of the child.

L. If a certified employee, who is granted leave, including parental leave or adoptive leave, wishes to continue insurance benefits during the period of the leave, it shall be the responsibility of the certified employee to make arrangements, in advance, with ROD's Business Office to continue such insurance benefits at the individual's expense after use of accumulated sick days. A failure to make and follow through with such advance arrangements will result in the

individual being dropped from the group plan. This provision is subject to the approval of the carrier(s).

M. A certified employee summoned for jury duty, or subpoenaed by the court, shall be excused from work and shall be paid the difference between his/her salary and the amount received for the service in court.

N. A certified employee, who had previously made arrangements for a leave on a day which schools are closed, shall not be charged for such leave.

O. No paid leave provisions are applicable to work performed outside the regular school year calendar.

P. Assault leave shall be granted to a certified employee who is unable to work and who, therefore, is absent from his/her assigned duties because of injury resulting from a physical assault that is unprovoked. This certified employee shall be eligible for Worker's Compensation benefits. Said leave shall not be charged against sick leave earned. Said certified employee shall be granted the aforementioned assault leave with the Board paying the salary difference between the normal per diem rate and the income received from Worker's Compensation up to a maximum of 15 working days.

Q. The purpose of the Voluntary Sick Bank (hereafter referred to as the Bank) is to provide personal illness leave to contributors to the Bank after their accumulated personal illness leave has been exhausted and more specifically to provide such leave from the Bank in case of prolonged illnesses. If 50% of the certified employees wish to participate in the Sick Bank, the Bank rules and guidelines are as follows:

1. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Business Office of ROD will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as these rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Voluntary Sick Bank Committee" hereafter referred to as the SBC. The SBC shall be composed of the following four (4) persons:

- a) Executive Director of ROD or designee
- b) President of the ROD Educator's Association or his/her designee
- c) Two bargaining unit members. These members are to be appointed by the Association President.

2. Each party shall name the members of the SBC, by September 1 of each year and notify the other party of the names of such members within five (5) days.

3. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

4. One of the bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The RODEA President will designate the chairperson prior to the first meeting of the SBC.
5. The SBC will be responsible for developing the forms needed to operate the Bank.
6. All decisions must have three votes to pass.
7. Membership in the Bank will be voluntary and open to all certified employees of ROD. New employees, and those employees hired after the beginning of the school year shall have the opportunity to enter the program, providing the employee submits the proper authorization within thirty (30) calendar days of the first day of employment. Current employees may join the Bank within thirty (30) calendar days of the beginning of the school year by submitting the proper authorization form.
8. The Bank shall be established for all bargaining unit members of ROD who indicate their desire to participate by contributing the individually required number of days as indicated in Rule 9-c below.
9. The Bank shall be administered by the SBC in accordance with the following provisions:
  - a. The Bank may be used only by the individual contributor for his/her personal illness
  - b. Days from the Bank may be used only for those work days that the individual contributor is employed under a regular certified employee contract.
  - c. Any person desiring to participate in the Bank will initially donate one (1) day of his/her accumulated sick leave to the Bank. Additional days will be required by the SBC in accordance with Rule 9-d below.
  - d. If the number of days in the Bank falls below five (5) days prior to May 1 of any year, each participant will be required to donate one (1) additional day of his/her accumulated sick leave to the Bank. If a member has used all of his/her sick leave, the additional day will be donated as soon as new sick leave is granted but such delay shall not prevent the member from using days from the Bank.
  - e. The maximum number of days any individual is eligible for through the Bank in a twelve-month period of time is fifteen (15) days.
  - f. The maximum expenditure in one school year may not exceed 90% of the balance on August 1. If this amount is reached at any time during any year the Bank will cease to operate for the remainder of the year.
  - g. All days once donated to the Bank, become the property of the Bank.
  - h. All requests to receive grants from the Bank must be submitted in writing to the SBC on prescribed Form SBC1. The SBC may grant days on a retroactive basis.
  - i. Any certified person submitting a request to use the Bank must have his/her own contribution and meet all eligibility requirements. If a person is physically unable to submit the form, the form will be submitted by proxy.

- j. A person will not be able to withdraw days from the Bank until his/her own accumulated sick leave and personal days are depleted. Additionally, two unpaid sick days must be taken before applying for Sick Bank leave.
- k. Days granted from the Bank can only be used for extended illness or disability.
- l. Periodic reviews by the SBC of all Bank use will be made.
- m. In the event a unit member is granted days from the Bank at the same time he/she is drawing salary from Workman's Compensation, the individual may receive an amount from the Bank which will, together with the amount received from Workman's Compensation, amount to no more than the individual's salary. The pro-rated amount of money, and the identical pro-rated number of days will be deducted from the amount of days and dollars remaining in the Bank.
- n. Days granted will be reimbursed at a rate equal to the per diem rate of pay on the adopted compensation schedule for the individual granted the days.
- o. The SBC will review and present to ROD's Business Office approval or denial of all requests to draw on the Bank within ten (10) working days after such request is received by the Committee. This information should be received by the Bookkeeping Department on the same day the service records are received from the Executive Director. The Committee will also make its decision known to the applicant within this ten (10) day period.

10. An Appeal Board will be established composed of the following four (4) persons:

- a. The Executive Director or his/her designee.
- b. The Association President or his/her designee
- c. Two (2) members will be appointed by the Association President
- d. No appointed member of the SBC may at the same time be a member of the Appeal Board.

11. The Association President shall name the members of the Appeal Board by September 15 of each year and notify the Executive Director of the names of such members within five (5) days.

12. The Association President or his/her designee will act as chairperson of the Appeal Board.

13. If a request for use of sick leave days is denied by the SBC, then the applicant may appeal the Committee's decision to the Appeal Board within ten (10) working days after the denial. Any decision by the Appeal Board must be by majority vote. A tie vote will automatically support the SBC decision. All decisions of the Appeal Board are final and binding.

14. The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.

15. A SBC member shall be required to furnish, if the SBC requests, a medical report from a licensed physician at any time before or during the time of use of the Leave Bank. The medical report will be at the member's expense. The SBC will review each case required. The SBC reserves the right, if necessary, to limit the number of days below the individual's maximum of fifteen in a twelve-month period.
  16. A person who has used days from the Bank will be required to repay these days to the Bank at the rate of three (3) days per year until all the days have been paid back. Repayment will begin with the school year immediately following withdrawal of the days from the Bank. If an employee:
    - a. Retires, dies or leaves the employment of the ROD Special Education Cooperative before the total number of days is paid back, then the remaining days owed will be deducted from the employee's total accumulated sick leave at that time. However, at no time will the equivalent of the remaining days be deducted from the certified employee's salary.
    - b. Remains an employee of ROD and decides to withdraw from the Bank, any days donated remain the property of the Bank and any days owed to the Bank shall be deducted the same as if the person were continuing to be an active member.
  17. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing substantially as follows:

"I specifically acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the event of an appeal, the Appeal Board and that all decisions of the Sick Bank Committee will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Ripley-Ohio-Dearborn Special Education Co-operative and the Ripley-Ohio-Dearborn Educators Association, the Sick Bank Committee, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."
  18. When an employee donates days to the Bank, he agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.
  19. An annual report of the Bank will be published on or before February 1 for each year the Bank is in operation. This report will be published by the ROD Educators Association and presented to the Executive Director of the ROD Special Education Cooperative prior to publication. The report shall include a statement of the number of days remaining in the Bank, the total cost of the days granted and remaining cash balance available for the Bank.
- R. The Association President and/or designee(s) shall be provided up to five (5) days during the school year to conduct association business, including attendance at the Legislature, workshops, seminars, and conventions. These days may be used in half-day increments. Such

time shall be used to a maximum of three (3) consecutive school days and the Director shall be notified of intent to take Association leave not less than twenty-four (24) hours prior to the time of absence. Such days shall not be accumulated from year to year.

### ARTICLE III INSURANCE PROTECTION

#### Medical Insurance

A. The Board shall make available health care plans based on mutual agreement between the Association and the Board.

Effective upon ratification of this contract and thereafter, the Board shall contribute annually \$6,789 toward an individual health plan, \$8,960 toward an employee plus child health plan, \$10,337 toward an employee plus spouse health plan, and \$13,191 toward a family health insurance plan.

If the aggregate cost of the Board's contribution in a given year will exceed 112 per cent of the state's contribution to its plan, the Board and Association agree to adjust the Board's contributions proportionally within 30 days to bring the Board into compliance with HEA 1260.

1. HSA contributions will be deposited in 24 equal installments to coincide with the 26 pay periods.

#### Life Insurance

B. The Board shall pay the cost, less \$1.00 paid annually by each participating certified employee, for a group term life insurance plan in the amount of \$60,000.00 for natural death and \$120,000.00 for death or dismemberment by accidental means for each certified employee.

#### Dental Insurance

C. Effective upon ratification of this contract and thereafter, the Board shall contribute annually \$300 toward the premium of the individual dental plan and \$700 toward the premium of the family dental plan.

#### Vision Insurance

D. The Board shall make available voluntary vision care plans for certified employees and their families based on mutual agreement between the Association and the Board.

#### Long Term Disability Insurance

E. The Board shall pay the cost, less \$1.00, for a long-term disability plan. Each active, full-time employee who works a minimum of 17.5 hours per week is eligible for this plan. Such

policy shall pay 66 2/3% of the certified employee's regular compensation and shall have a 90-day elimination period to qualify.

#### Flexible Fringe Benefits

F. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to each certified employee so requesting.

#### Miscellaneous

G. If a certified employee is unable to perform because of a temporary disability, and is granted a leave of absence and wishes to continue insurance benefits during the period of the leave, it shall be the responsibility of the certified employee to make arrangements, in advance, with the ROD Special Education Cooperative's Business Office to continue such insurance benefits at the individual's expense.

#### General Clauses

H. The insurance carrier(s) will not be changed without the consent of the Association. Certified employees who retire at or after the age of 55, who have been employed by ROD for a minimum of 15 consecutive years (years of employment in the Sunman-Dearborn School Corporation shall be counted as years of employment by ROD, and a change of employment from the Sunman-Dearborn School Corporation to ROD shall not be an interruption in the consecutive years of service), shall be allowed to participate in the group insurance plan until the employee is eligible for Medicare. Additionally, any such qualifying certified employee may maintain coverage for his/her spouse until that spouse qualifies for Medicare even though that qualifying certified employee has previously qualified for Medicare.

Retired certified employees electing to exercise this option shall be required to pay the full monthly premiums for the type of coverage selected and shall have such premium payments into ROD's business office in advance of ROD's due date for submitting to the insurance carriers.

I. There shall be a 30-day window period from the date of employment for new certified employees to enroll or change enrollment in insurance programs.

J. The anniversary date of the medical and dental coverages provided under this article shall be January 1.

K. The Board shall contribute a prorated amount toward available health insurance and dental plans for certified employees who work at least a 72-day teacher contract or if hired after the start of the year work at least 2 days per week.

ARTICLE IV  
PROFESSIONAL COMPENSATION

- A. The salaries of certified employees covered by the Agreement for the ~~2019-2020~~ 2020-2021 school year are set forth in Appendix A.
- B. Voluntary, additional work hours may be available only upon the approval of Executive Director. The per diem compensation shall be based on a daily rate basis of the certified employee's base salary.
- C. Salaries for all certified employees shall be paid by direct deposit in 26 equal installments on a 12-month basis. Payments falling on a bank holiday shall be paid the day prior to the holiday.
- D. The Board shall pay the three percent certified employee's retirement contribution to the Indiana State Teacher Retirement Fund (ISTRF) on all compensation earned by a bargaining unit member.
- E. Each certified employee who uses his or her automobile for travel authorized by the Board shall be reimbursed at the rate per mile allowable for deduction purposes by the Internal Revenue Service. All mileage incurred from January 1<sup>st</sup> to June 30<sup>th</sup> will be paid the Internal Revenue Service rate in effect on January 1<sup>st</sup> for that same time period. All mileage incurred from July 1<sup>st</sup> to December 31<sup>st</sup> will be paid at the Internal Revenue Service rate in effect on July 1<sup>st</sup> for that same time period.
- F. The Board shall pay the cost of periodic expanded criminal history checks for returning certified employees as required by IC 20-26-5-10.
- G. Assignment of and compensation for extra duties due to extended leaves and open positions will be discussed with the President of the Association on a case by case basis. The compensation for these duties is determined by the Director and based on the employee's hourly rate.

ARTICLE V  
RETIREMENT BENEFITS

Vesting Requirements

- A. Upon retirement from ROD, a certified employee shall be fully vested in the retirement benefits described in Section C and Section D in this Article if the retiring certified employee has satisfied the following requirements:
1. Immediately prior to retirement, the retiring certified employee has been employed by ROD for a minimum of 15 consecutive years. (Years of employment in the Sunman-Dearborn Community School Corporation shall be counted as years of employment by ROD, and a change of employment from the Sunman-Dearborn Community

School Corporation to ROD shall not be an interruption in the consecutive years of service.)

2. The retiring certified employee must be at least 55 years old at the time of retirement.
3. ~~For the 2019-2020 school year only, a certified employee who voluntarily resigns from ROD may elect to leave the certified employee's VEBA buyout, 401(a) Early Retirement Program Buyout Plan account, and 401(a) Annuity plus accrued earnings maintained by ROD in his or her VEBA and 401(a) Early Retirement Program Buyout Plan accounts or may roll over the balance of these accounts to other investments in compliance with applicable IRS rules and Federal and Indiana laws, and the vesting requirements will be waived.~~

Actuarial Determination of Value of Retirement Bridge and Severance Benefits.

B. The following procedures were used to determine the value of retirement bridge and severance benefits as per the Teacher's Master Contract for the Sunman-Dearborn School Corporation in effect for 2009 – 2012:

1. 401(a) Contribution. The Board's 401(a) contribution is assumed to be 2.50% and the assumed investment return on such contributions is assumed to be 5.00%.
2. Rehired Employees. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the Board. However, if the Board shall have approved a leave of absence of not more than one fiscal year for a certified employee, such period of leave shall not result in forfeiture provided the certified employee shall promptly return to employment following the expiration of the period of leave.

401(a) Retirement Severance and Early Retirement Program Buyout Plan.

C. The Sunman-Dearborn Community School Corporation established a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan") for the buyout dollars for the Retirement Severance and Early Retirement Program benefits in the prior agreement. The total sum of the amount calculated by ESC as the present value for the Retirement Severance and Early Retirement Program was then contributed by the School Corporation to the 401(a) Retirement Severance and Early Retirement Program Buyout Plan. Upon the reorganization of ROD to an Interlocal Agreement on July 1, 2012, ROD took the place of the Sunman-Dearborn Community School Corporation as that role relates to the 401(a) accounts of certified employees of ROD.

1. Separate Accounts. The amount calculated for each certified employee will continue to be invested in a separate account. There will be no comingling 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 401(a) Plan.

2. Vesting. Until such time that a certified employee has retired and satisfied the eligibility requirements set forth in Section A of this Article, the employee shall have no access to the assets held in his or her separate 401(a) Retirement and Bridge to Social Security Buyout Plan account.

3. Forfeiture. If a certified employee retires or otherwise voluntarily terminates employment before satisfaction of the requirements set forth in Subsection A of this Article, for any reason, the terminated employee's 401(a) Retirement Severance and Early Retirement Program Buyout Plan account shall be forfeited. The forfeited amounts shall be placed in a forfeiture account and shall be used by ROD to fund retirement obligations. If a certified employee with a 401(a) Retirement Severance and Early Retirement Program Buyout Plan account involuntarily loses employment with ROD through no fault of the certified employee, that employee will not have forfeited his or her 401(a) Retirement Severance and Early Retirement Program Buyout Plan account, and the certified employee's buyout contribution plus accrued earnings shall be the property of the certified employee. The vesting requirements will be waived, and the employee may roll over the balance of this account to another investment in compliance with applicable IRS rules and Federal and Indiana laws.

4. Distributions. Following retirement and the satisfaction of the requirements set forth in Subsection A of this Article, a retired employee may elect to commence distributions from his/her 401(a) Retirement Severance and Early Retirement Program Buyout Plan account. If an employee shall die, the deceased employee's 401(a) Retirement Severance and Early Retirement Program Buyout 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/her 401(a) Retirement Severance and Early Retirement Program Buyout Plan account.)

5. Disability. If a certified employee who received a buyout becomes disabled as defined by the Indiana Teachers Retirement Fund or Public Employees Retirement Fund, the certified employee's buyout contribution plus accrued earnings shall be the property of the certified employee. The vesting requirements in Section A of this Article may be waived in cases of retirement caused by disability or ill health, provided the retiring employee provides satisfactory medical documentation to the Board.

6. Costs. The Board shall not be paid any compensation for its services performed on behalf of the 401(a) Retirement Severance and Early Retirement Program Buyout Plan. All costs incurred in the administration of the 401(a) Retirement Severance and Early Retirement Program Buyout Plan and investment fees shall be paid from the 401(a) Retirement Severance and Early Retirement Program Buyout Plan assets.

7. Additional Plans. The Board may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the Board 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.

## VEBA

D. The Sunman-Dearborn Community School Corporation contributed to a voluntary employee's beneficiary association (VEBA), as described in section 501(c)(9) of the Internal Revenue Code, that amount representing the value of the group health insurance benefits, as calculated for all employees using the assumptions to which the parties mutually agreed in the master contract for teachers in the Sunman-Dearborn Community School Corporation for the years 2009–2012. Upon the reorganization of ROD to an Interlocal Agreement on July 1, 2012, ROD took the place of the Sunman-Dearborn Community School Corporation as that role relates to the VEBA accounts of certified employees of ROD. Additional terms and conditions for the administration and operations of the VEBA shall be as follows:

1. Separate Accounts. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the VEBA.
2. Vesting. Until such time that an employee has retired and satisfied the eligibility requirements set forth in Subsection A of this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
3. Forfeiture. If an employee retires or otherwise voluntarily terminates employment before satisfaction of the requirements set forth in Subsection A of this Article for any reason, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be placed in a forfeiture account and shall be used by ROD to fund retirement obligations. If a certified employee with a VEBA Plan account involuntarily loses employment with ROD through no fault of the employee, then that employee will not have forfeited his or her VEBA Retirement Severance and Early Retirement Program Buyout Plan account, and the certified employee's buyout contribution plus accrued earnings shall be the property of the certified employee. The vesting requirements will be waived, and the employee may roll over the balance of this account to another investment in compliance with applicable IRS rules and Federal and Indiana laws.
4. Distributions. Following retirement and the satisfaction of the requirements set forth in Subsection A of this Article, a retired employee may use the amounts held in his/her separate VEBA account for any expenses permitted by the IRS. (At no time may the VEBA make loans to an employee, his/her spouse, or dependents.)
5. Disability. If an employee who received a buyout becomes unable to perform the duties of his or her "own" occupation (as defined by the license issued by the Indiana Department of Education or other license or permit under which he or she is authorized to perform the duties of his or her occupation) or "any" occupation as defined by the Social Security Administration, the certified employee's buyout contribution plus accrued earnings shall be the property of the certified employee. The vesting requirements may be waived in cases of retirement caused by disability or ill health, provided the retiring certified employee provides satisfactory medical documentation to the Board.

6. Costs. The Board shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

#### Annuity Plan

##### E. Section 401(a) Annuity Plan.

1. The Board will contribute an amount equal to two and one-half percent of the certified employee's base salary as set forth in Appendix A in this agreement and deposit such amounts into a Section 401(a) account maintained by the Board on behalf of the certified employee.

2. Such deposits shall be made on a monthly basis.

3. Employees will have the option of investing their own dollars in approved tax deferred annuities, or continuing to invest their own dollars in tax deferred annuities for which money is already being deducted from the certified employee's salary, if any.

4. Any contributions made by the Board to the Section 401(a) Plan on behalf of certified employees are subject to a vesting schedule with 100% vesting to occur upon completion of the fifth year of employment at ROD. Authorized leaves of absence shall not be considered to be a break in continuous employment, but do not count toward the five-year requirement. A certified employee who is not fully vested in this program and who voluntarily resigns or is terminated shall forfeit any non-vested amounts and shall not retain any prior partial vesting rights if rehired by the Board.

5. In the event a certified employee dies in active service, all of the Board's contributions to the 401(a) Plan, plus all accrued earnings shall be paid to his or her named beneficiary.

6. The investment vendor for the 401(a) plan shall be mutually agreed upon by the parties.

#### Retiree Eligibility for Insurance Coverage

F. The retired employee may continue under any of the group insurance plans, except long-term disability, offered by ROD until the employee is eligible for Medicare. Arrangements for such insurance must be made with the ROD's business office, in advance, and are subject to the approval of the insurance carrier(s). The cost of such insurance shall be the responsibility of the retired employee.

#### Retirement Incentive

~~G. The School Corporation will pay a one-time Retirement Incentive payment ("Retirement Incentive") in the amount of twenty thousand dollars (\$20,000.00) to eligible teachers who give formal written notice of their intent to retire at the conclusion of the 2019-2020 school year no~~

~~later than 4:00 p.m. on January 10, 2020 to the Office of the Director. This written notice is irrevocable upon receipt by the Office of the Director.~~

- ~~1. The Office of the Director will begin accepting formal written notices of intent to retire at the conclusion of the 2019-2020 school year effective beginning Monday, December 9 beginning at 7:30 a.m. In the event ROD is closed for business on December 9<sup>th</sup>, the Director will begin accepting formal written notices of intent to retire on the next work day after the 9<sup>th</sup>. The deadline to submit the written notice of intent to retire shall be 4:00 p.m. on Friday, January 10, 2020. Teachers who submit a written notice of intent to retire after Friday, January 10, 2020 will not be eligible to receive the Retirement Incentive.~~
- ~~2. The total number of teachers who may take advantage of this one-time early retirement incentive shall not exceed three (3).~~
- ~~3. In the event the number of teachers seeking the incentive exceeds the number of slots available, determination of the recipients will be made on the following basis: (1) first by order of submission of the written notice of intent to retire to the director, and (2) second by seniority in the event multiple teachers submit their written notice to the director at the same time. Should a teacher submit a letter of retirement and not be eligible to receive the incentive, the teacher may withdraw his or her letter without prejudice.~~
- ~~4. The retiring teacher must satisfy the following criteria to be eligible for the Early Retirement Incentive:
  - ~~a. Immediately prior to retirement, the retiring teacher must have completed not less than fifteen (15) years of full-time teaching as certified by the Indiana State Teachers Retirement Fund.~~
  - ~~b. Immediately prior to retirement, the retiring teacher must have completed not less than fifteen (15) years of full-time teaching in the Cooperative or Sunman-Dearborn prior to ROD's separation from Sunman-Dearborn as its LEA.~~
  - ~~c. The retiring teacher must be at least fifty-five (55) years during the 2019-2020 school year.~~~~
- ~~5. The incentive shall be deposited into the teacher's Section 403(b) account on June 30, 2020.~~
- ~~6. This Retirement Incentive is a "one-time" incentive, and the Cooperative has no plans to offer it again.~~
- ~~7. This Retirement Incentive payment shall only be available to teachers who give timely notice and actually retire at the conclusion of the 2019-2020 school year.~~

Article VI  
GRIEVANCE PROCEDURE

The Association and the Board agree that a grievance which arises out of application or interpretation of this contract shall be resolved in accordance with the following grievance procedure. It is the objective to have all grievances resolved informally and/or at the earliest possible stage of this grievance procedure. The procedure must be available without any fear of discrimination because of its use.

**Section 1 – Definition**

A grievance is an alleged violation or claimed misinterpretation of a specific article or section of this contract.

**Section 2 – Procedure**

**STEP ONE**

- a. Before filing a written grievance, the grievant shall approach the Director during non-contract hours to request a meeting to discuss the grievance. This request shall be made within fifteen (15) school days of the incident from which the grievance arose.
- b. The Director shall hold a meeting with the grievant to discuss the grievance within five (5) school days of the request. The Director and the grievant may each have one other representative present at this meeting. The grievant shall provide the Director with the name of the additional person at the time of the request for the meeting in order to allow the Director to schedule a time during non-contract hours convenient for all attendees.

**STEP TWO**

- a. Within five (5) school days of the answer, if the grievance is not resolved, the grievant may file in writing his/her grievance to the Director on the prescribed form (See Appendix B).
- b. The grievance shall (1) name the bargaining unit member involved, (2) state the facts giving rise to the grievance, (3) identify the specific provision(s) of the contract alleged to be violated, and (4) indicate the specific relief requested.
- c. Within five (5) school days after receiving the written grievance, the Director shall provide a written response to the grievant.

**STEP THREE**

- a. If the grievance is not resolved in Step Two after receiving the Director's written response, the grievant may submit within five (5) school days, the written grievance and a copy of the Director's response to the ROD Board President.
- b. In addition to, and not in substitution of Step Three letter a., the ROD Board President, or his/her designated representative, shall meet with the grievant and his/her representative within five (5) school days of receipt of the written grievance in an effort to resolve the grievance as long as the grievant requests of the ROD Board President or his/her designated representative that such a meeting be held.
- c. The ROD Board President shall give the aggrieved bargaining unit member an answer in writing no later than ten (10) school days after receipt of the written grievance properly filed with the ROD Treasurer.

#### **STEP FOUR**

- a. Within ten (10) school days after receiving the decision of the ROD Board, the grievant may submit the grievance to the RODEA President for possible appeal to the ROD Board.
- b. The appeal to the ROD Board must be at least ten (10) school days before the next regular scheduled meeting in order for the ROD Board to schedule a hearing on the grievance.
- c. Requests for transcripts or recordings of any such hearing under Step Four may be made by either the grievant or the ROD Board. The party making such request shall assume the costs of the same and both parties shall share the costs equally where a joint request is made.
- d. The Rod Board shall render its decision in writing to the grievant within fifteen (15) school days following any hearing on the grievance and the Rod Board decision shall be final and conclusive.
- e. The Rod Board may not consider any material, allegation, or remedy that was not presented in a previous step.

#### **Section 3 – Time Limits**

- a. Time limits herein may be extended only by mutual agreement, signed by both parties.
- b. Any grievance not presented in Step One within fifteen (15) school days of the time the grievant knew or reasonably should have known of the grievance shall be deemed waived and shall not be processed.

#### **Section 4 – Miscellaneous**

- a. All documents, written communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant and are not valid basis for evaluation.

- b. The Association may submit a grievance, as heretofore defined. The grievance shall be submitted to the Director according to Steps One and Two.
- c. The grievant may have representatives of his/her choosing at all steps of the grievance procedure, including Step Four.

ARTICLE VII  
CLOSURE

It is agreed between the parties that the opportunity to bargain all items under I.C. 20-29-6 was afforded the parties, and that by the exclusion of an item (or subject of bargaining) from this Agreement, whether or not such item was an item in the collective bargaining leading to this Agreement, the parties expressly waive their right to bargain upon that item, or items, during the term of this Agreement, provided, however, that this waiver shall not apply to any item under I.C. 20-29-6 in reaching a subsequent agreement, or if the parties mutually agree to bargain an excluded item, whether mandatory or permissive, on subsequent agreements nor shall the inclusion of any item in this Agreement be construed to change its character from permissive to mandatory.

ARTICLE VIII  
EFFECT OF AGREEMENT

A. Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause shall be automatically deleted 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, if not effected by the deleted Article, Section or Clause.

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with terms contained in this contract. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. The terms of this Agreement shall control over any individual teacher's contract where there is conflict or ambiguity between the terms of the two contracts. An individual certified employee's contract shall be defined as the Regular Contract.

ARTICLE IX  
TERM OF AGREEMENT

A. This Agreement shall be effective as of the 2nd day of August, 2019~~20~~, and shall continue in effect until the 30<sup>th</sup> day of June, 2020~~21~~.

B. This Agreement is made and entered into at ~~Sunman, Indiana on the 13<sup>th</sup> day of November~~ **Aurora, Indiana on the 10<sup>th</sup> day of November** by and between the Board of Directors of the Ripley-Ohio-Dearborn Special Education Cooperative, Ripley County, State of Indiana, party of the first part, heretofore referred to as the "Board" and the Ripley-Ohio-Dearborn Educators Association, party of the second part, heretofore referred to as the "Association".

D. This agreement is so attested to by the parties whose signatures appear below.

ROD Board Members

RODEA Representatives

\_\_\_\_\_  
  
\_\_\_\_\_  
  
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**APPENDIX A:  
COMPENSATION MODEL**

Returning Certified Salary

No certified employee shall be eligible to earn a salary increase, or increment if the certified employee receives an evaluation rating of Ineffective or Improvement Necessary during the preceding school year according to IC 20-28-11.5. The Ripley-Ohio-Dearborn Special Education Cooperative (ROD) must allocate dollar amounts otherwise allocated to salary increases, increments, or raises of certified employees rated as Ineffective or Improvement Necessary to the compensation of all certified employees rated Effective and Highly Effective. Funds to be redistributed are to be provided as a salary increase unless the funds being redistributed were to be a stipend, in which case the funds will be redistributed as a stipend.

The salary range for full-time returning certified employees is ~~\$38,023.17 – \$78,091.89~~ \$42,381 – \$78,791.89.

Full-time certified employees who return for the ~~2019-2020~~ 2020-2021 school year shall have the indexed formula below applied to determine their salary. Certified employees who were contracted for less than 185 days will receive prorated increases based on the compensation model.

The amount of compensation is ~~\$44,417.84~~ \$17,099.46 for the ~~2019-2020~~ 2020-2021 school year. This amount will be applied to certified employees demonstrated by the following model:

<del>Experience: The experience factor is defined as the employee being employed by the cooperative for at least 120 school days during the previous year.</del>	\$910
<del>Evaluation: The evaluation factor is defined as having received the rating of Effective or Highly Effective on the previous year's evaluation rubric.</del>	\$910

	Increase to base salary	Stipend
Experience: The experience factor is defined as the employee being employed by the cooperative for at least 120 school days during the previous year.	\$350	\$150
Evaluation: The evaluation factor is defined as having received the rating of Effective or Highly Effective on the previous year's evaluation rubric.	\$350	\$150

Extracurricular Duty Stipend

Payments for Extracurricular Duties are provided as stipends and are not added to the base salary of an employee. Stipends are paid in 26 equal installments. The following are the extracurricular duties and the amount of the stipend:

Extracurricular Duty	Stipend Amount
School Psychologist	\$3,500

- The stipend amount for School Psychologists hired after August 1<sup>st</sup>, 2016, including part-time school psychologists who increase work days to full-time, will receive a prorated stipend comparable to the

amount received by currently employed School Psychologists. School Psychologists who work less than 120 days are ineligible for the Extracurricular Duty Stipend.

Newly Employed Certified Salary Scale

For certified employees hired after September 1<sup>st</sup>, 2016, the annual base salary for beginning certified employees is ~~\$35,644 for a BS, \$36,435 BS+15 hours, \$37,753 for a MS, \$38,996 MS+15, and \$40,655 for MS+30.~~ \$36,344 for a BS, \$37,135 for BS+15 hours, \$38,453 for MS, \$39,696 for MS+15, and \$41,355 for MS+30.

New certified personnel will be hired in at salaries not to exceed current personnel with equivalent credentials and years of experience. New certified personnel who have comparable school experience and/or outside experience will be offered a comparable salary as those already employed by ROD. The Director may consider additional experience that is relevant to the position after reasonable consultation with the President of the Association. New certified personnel who do not match a current employee’s experience and education will be hired in with a base salary that equals the average of two current employees closest to the years of experience and credentials of the new employee. In the event no two current employees have reasonably comparable credentials and experience and after consultation with the President of the Association, the Director may modify this method for determining a comparable starting salary using the following New Hire Guideline:

Experience	Salary Range for Bachelor’s Degree to Master’s +30
0-1	\$35,644 - \$41,681
2-4	\$37,696 - \$44,759
5-7	\$40,774 - \$47,837
8-10	\$43,852 - \$50,915
11-13	\$46,390 - \$53,993
14-16	\$49,996 - \$57,071
17-19	\$53,086 - \$60,149
20-25	\$56,164 - \$68,000
25+	\$61,292 - \$75,000

Experience	Salary Range for Bachelor’s Degree to Master’s +30
0-1	\$36,344 - \$42,381
2-4	\$38,396 - \$45,459
5-7	\$41,474 - \$48,537
8-10	\$44,552 - \$51,615
11-13	\$47,090 - \$54,693
14-16	\$50,696 - \$57,771
17-19	\$53,786 - \$60,849
20-25	\$56,864 - \$68,700
25+	\$61,992 - \$75,700

### Hard to Fill Position Pay Adjustment

After discussion with the President of the Association or designee, the Director has the discretion to offer an additional increase not to exceed \$5,000 more than the designated experience level on the above New Hire Guideline to a new certified employee's salary, based on the needs of the Cooperative.

### General Information

ROD must continue compensation attributed to additional degrees or graduate credits earned before July 1, 2011. ROD must allow compensation attributable to additional degrees for which a certified employee started course work prior to July 1, 2011 and completed before September 2, 2014 to be allocated per the local salary scale in place on June 30, 2011. ROD cannot decrease a salary of any teacher below the salary the teacher was earning on or before July 1, 2012, if that decrease would be made solely to conform to the new salary schedule.

**Appendix B  
Grievance Form**

Ripley-Ohio-Dearborn Special Education Cooperative

1. Name(s) of Aggrieved Party(ies): \_\_\_\_\_
  
2. Position(s) \_\_\_\_\_  
\_\_\_\_\_
  
3. Contract Provision(s) - Alleged Violation: \_\_\_\_\_  
\_\_\_\_\_
  
4. Date and Place of Occurrence: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Statement of the Grievance (Include events and conditions of the grievance and person(s) responsible): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
6. Redress Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
7. Signature(s) of Aggrieved Party(ies): \_\_\_\_\_
  
8. Date filed: \_\_\_\_\_

FORMAL STEPS

STEP ONE (Director of ROD)

1. Disposition by Director: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Director \_\_\_\_\_ Date \_\_\_\_\_

2. Position of Aggrieved Party(ies): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP TWO (Board)

1. Disposition by Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Board Representative. \_\_\_\_\_ Date \_\_\_\_\_

3. Position of Party(ies): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_