

**CONTRACT**  
**BETWEEN**  
**THE BOARD OF SCHOOL TRUSTEES**  
**OF THE**  
**RUSH COUNTY SCHOOLS**  
**AND**  
**RUSH COUNTY FEDERATION OF TEACHERS**  
  
**2020-2021**

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THIS CONTRACT ENTERED INTO THIS 10<sup>th</sup> DAY OF NOVEMBER, 2020, BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE RUSH COUNTY SCHOOLS, HEREINAFTER CALLED THE "SCHOOL EMPLOYER," AND THE RUSH COUNTY FEDERATION OF TEACHERS, LOCAL #6068 IFT/AFT, HEREINAFTER CALLED THE "EXCLUSIVE REPRESENTATIVE."

## ARTICLE I

### Recognition

The school employer recognizes the Rush County Federation of Teachers, Local #6068 IFT/AFT, as the exclusive representative of certificated school employees in the following bargaining unit:

All certificated employees, as defined in PL #217, in the Rush County Schools, except for:

Superintendent; Assistant Superintendent; Principals and Assistant Principal; Directors with Corporation-Wide Responsibilities; Coordinators with Corporation-Wide Responsibilities; Attendance Officer; High School Athletic Director; School Psychologist; "Supervisor" positions subsequently created by the school employer as that term is defined in Indiana Acts 1973, PL #217; all certificated employees appointed by the school employer to a full-time "Acting" capacity in any of the above Supervisor positions; Part-Time Employees; Non-Certified Employees; Head Football Coach.

## ARTICLE II

### Definitions

As used in this Contract:

1. "School employer" means the Board of School Trustees of the Rush County Schools and any person(s) authorized to act for said body in dealing with its employees.
2. "School Corporation" means the Rush County Schools of the County of Rush of the State of Indiana.
3. "Certificated school employees" and "teacher(s)" mean the certificated personnel employed by the school employer in the bargaining unit as defined in Article I of this Contract.
4. "School employee organization" means any organization which has said certificated school employees as members and one of whose primary purpose is representing said certificated school employees in dealing with the school employer, and includes any person or persons authorized to act on behalf of such organizations.
5. "Exclusive representative" means the school employee organization which has been certified or recognized as the exclusive representative of said certificated school employees, or the person or persons duly authorized to act on behalf of such representative.

## **ARTICLE III**

### **Exclusive Representative Rights**

#### **Payroll Deduction**

The school employer shall, on receipt of the written authorization of a certificated school employee, deduct from the pay of such employee any dues designated or certified by the appropriate officer of the exclusive representative and shall remit such dues to such exclusive representative on a monthly basis following the initial deduction. Such authorization shall continue on a year-to-year basis unless revoked by the certificated school employee, in writing, to the school employer.

Employer (treasurer) should notify exclusive representative when member ceases the deductions. Authorized deductions by a certificated school employee shall be prorated for twenty (20) or twenty-six (26) consecutive pay days beginning with the first pay in November.

The exclusive representative shall indemnify and save the school employer and the school corporation harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the exclusive representative for the purpose of payroll deduction of dues.

## **ARTICLE IV**

### **General Provisions**

#### **I. General Provisions**

##### **A. Entire Agreement**

This contract supersedes and cancels all previous contracts or agreements, verbal or written or based on alleged past practices, between the school employer and the exclusive representative and constitute the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

##### **B. Severability**

If any Article or Section of this Contract or of any rider thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

C. Waiver

The parties acknowledge that during the bargaining which resulted in this Contract, each had the unlimited right and opportunity to make demands and 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 Contract. Therefore, the school employer and the exclusive representative, for the life of this Contract, 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 referred to or covered by this Contract and with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subject may not have been within knowledge and contemplation of either or both of the parties at the time that they bargained or signed this contract.

D. Contract Limitations

The school employer construes and the exclusive representative recognizes the specific provisions of this Contract as constituting limitations and being the only limitations upon the school employer's power, right, authority, duties, and responsibilities to manage and direct the operations and activities of this school corporation to the full extent authorized by law.

## ARTICLE V

### Compensation

I. Salary

A. Payments –

Basic salaries of teachers shall be paid in twenty-six (26) pays.

B. Indiana State Teachers Retirement Fund

The amounts contained in (1) the salary schedule herein contained in APPENDIX A (Columns headed Total With ISTRF), (2) the extra duty pay schedule herein contained in APPENDIX B (Columns headed Total With ISTRF), and (3) to the extent allowed by law, the additional retirement pay herein contained in Article III, Section A include three percent (3.00%) of said amounts to be paid directly to the Indiana State Teachers Retirement Fund by the school employer on behalf of each affected teacher for payment of the teacher's share of such retirement contribution. Thus, the individual teacher's contract for each affected teacher shall be written for the amount of compensation payable which is less the said three percent (3.00%).



### C. Salary Schedule

The New Hire Salary Range is stated in Appendix A.

### D. Ancillary Duties

1. The Extra Duty Salary Schedule is stated in Appendix B.
2. "Elementary School Extra Consultation" on ECA Schedule is a \$100 stipend for certified elementary teachers who take part in a minimum of six (6) hours of parent-teacher conferences in the fall beyond the regular contracted time.
3. Class Coverage- When needed, the administration may ask a teacher to cover a class or classes when a substitute cannot be provided. In this case the teacher will be compensated in the amount of \$60.00 for one full day, \$30.00 for one-half day, or for high school teachers the amount of \$15.00 per block, for middle school teachers the amount of \$15.00 per period, for elementary teachers the amount of \$15.00 per missed special area class.
  - b. In the case where a teacher has a regular assignment to teach a class instead of having a prep period, their per diem contract rate will be divided by 7.
4. Summer School and Remediation- Pursuant to state law, the Superintendent has determined that summer school compensation will be negotiated. Summer school and remediation will be paid at a 6-hour rate (teacher's per diem amount converted to a 6-hour day).

## ARTICLE VI BENEFITS

### A. HEALTH RELATED BENEFITS

#### 1. Medical Insurance

The school employer will pay the amount specified in Appendix C toward the cost of health/medical insurance for each full-time teacher employed under regular contract and enrolled in the school corporation's group health insurance plan, which will be offered through an insurance company or companies as is determined solely by the school employer, after discussion with the Federation President, with the teacher paying at least one dollar (\$1.00) per year.

If two married employees do not have dependents, and are participants in the medical insurance plan, they shall be required to enroll in two individual medical plans. If two married employees have dependents, and are participants in the medical insurance plan, they shall be required to enroll in the "Employee and Dependents" or Family Plan.

If and when the medical insurance reserves exceed the amount required by the State of Indiana, the Exclusive Representative, Corporation Representative, and the Insurance Committee (after considering the run-out claims) shall determine, by mutual agreement, the disposition of such funds. Those excess funds may be used to:

- 1) "buy down" projected increases in the subsequent medical insurance premiums;
- 2) distribute the excess to medical insurance participants (employees and Corporation) on a basis proportionate to the amount paid by the Corporation and the individual during the premium year; or
- 3) a combination of 1) and 2) above

When the Corporation is notified as to the amount of excess reserves, the Exclusive Representative shall be so notified, and shall meet along with the Corporation Representative and Insurance Committee to consider the distribution options.

## 2. Term Life Insurance

The Board will provide term life insurance in the amount of \$50,000.00 coverage per full-time teacher employed under regular contract and enrolled in the school corporation's group term insurance plan, with the teacher paying one dollar (\$1.00) per year.

## 3. Long-Term Disability Insurance

The Board will provide LTD insurance which includes benefits at 66 2/3% and has a 180 day elimination period for each full-time teacher employed under regular contract and enrolled in the school corporation's group LTD insurance plan. The plan and the carrier shall be determined and selected solely by the school employer with the teacher paying not less than one dollar (\$1.00) per year.

Maximum School Employer Payment Per Teacher = \$135 per year.

## 4. I.R.S. Section 125

A teacher may participate in this school corporation's flexible benefits plan. Such plan shall be solely determined and adopted by the Board under the provisions of Section 125 of the Internal Revenue Service Code. The plan will provide for the following benefits, through salary deduction agreements: The employee share of group insurance premiums; medical care reimbursement accounts; dependent care assistance accounts; and other benefits provided through the plan.

## B. PAID LEAVES

### 1. Compensatory Leave

Each teacher shall be entitled to thirteen (13) days in the first year of employment and twelve (12) days in each succeeding year without loss of compensation. These days must be used prior to using any days from the accumulated sick leave. All days in the sick leave accumulation total are subject to use only as personal sick leave days except as stated in paragraph 2 of this section. If in any one school year the teacher shall be absent less than the granted number of days, the remaining days shall be accumulated as sick leave to a total of 190 days. A teacher employed under regular contract for only a portion of the school year shall be entitled to a proportionate number of days of leave, and unused days will be accumulative as specified herein. Verification of illness, after ten (10) consecutive days of absence or excessive absences, by an Anthem network physician's statement may be required at the sole discretion of the school employer.

Of the days available through the accumulated sick leave, a teacher may use up to ten (10) days for use in case of illness in the immediate family. "Immediate family" is interpreted as including only spouse, children, parents, or any other relative who at the time is a member of the teacher's household.

Each teacher, when using sick days for family illness, shall be required to state the reason "family illness" for such use on a form provided by the Corporation.

**The parties will strongly encourage all teachers to use no compensatory leave on days immediately preceding or following school vacations or holidays.**

Teachers are given a written account of accumulated leave on each pay stub. In case of questions arising concerning the number of leave days, the official record book in the administrative office must be consulted. The administration will provide to the exclusive representative monthly accounting of compensatory leave use.

Newly accrued compensatory days cannot be taken after the submission of a resignation letter unless such leave is a legally mandated leave

**2. Death in Immediate Family**

In the case of death in the immediate family of a regularly employed teacher, the teacher is entitled to be absent without loss of compensation for a period extending no more than five (5) school days within a fifteen (15) calendar day period beyond such death, for the purpose of attending the last burial rites and attending to other personal matters of the immediate family member provided. "Immediate family" shall be interpreted as spouse, children, step-children, siblings, parent, step-parent, mother-in-law, father-in-law, grandparents, and grandchildren. Any other relative who at the time of death was living as a member of the teacher's household will be considered as a member of the immediate family. Should the teacher not use a total of five (5) school days at the time of bereavement, one (1) day remaining of the five (5) school days shall be available during the school year for the teacher to settle burial or estate matters.

**3. Death in Family**

In the case of death of a family member when school is in session, a teacher shall be entitled to be absent, without loss of pay, for a period of not more than two (2) school days within a fifteen (15) calendar day period with one day being the day of the funeral. "Family" in this instance, shall mean the following from either side of the family; step-grandparent, uncle, aunt, niece, nephew or family members not mentioned in the "Death in Immediate Family" section or any other person living in the same household.

**4. Jury Duty**

A teacher called for grand or petit jury duty shall, during the required period of absence from assigned duty by the school employer, be paid full regular salary less the total amount of per diem allowance earned by such teacher for jury duty.

**5. Temporary Disability Leave**

Upon application, and approval by the school employer, a temporary disability leave of absence shall be granted to teachers of this school corporation on the following basis:

**a. Application of Provisions**

1. This provision shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration, including major surgery, pregnancy, childbirth, illness, or injury.

2. In case of a temporary disability caused by pregnancy, said teacher is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, provided said teacher submits with the timely notice as provided herein, a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. If said teacher elects to utilize her compensatory and sick leave under the provisions of Paragraph 3 (b) herein, and said compensatory and sick leaves are exhausted during her temporary disability caused by pregnancy, said teacher may be absent without pay subject to all other provisions contained herein.

b. Notification

After determination that such leave is imminent, the teacher shall give timely notice to the Office of the Superintendent, in writing, of the anticipated date he/she wishes to commence said leave of absence and anticipated date of return.

c. General Provisions Covering Said Leaves Are As Follows

1. If said teacher desires to continue his/her duty assignment prior to the commencement of said leave, such notice must include a written statement from his/her physician attesting to the teacher's ability to continue performing the full schedule of the duties and responsibilities of his/her position and assignments. The teacher will be permitted to continue on full active duty until such date, provided he/she does perform the full duties and responsibilities of his/her position, or reasonable accommodation of these duties and assignments, not to include shortening the day or days, and provides from time to time upon request of the school employer, additional certification from his/her physician of his/her full ability to continue performing the full schedule of the duties and responsibilities of his/her position and assignments.

In the event that the teacher continues to teach with a condition of temporary disability, said teacher shall execute a hold harmless release to the school employer for any accident or injury which occurs to the teacher, and in case of pregnancy, to the fetus, as a result of said temporary disability or which affects said temporary disability.

2. Said teacher may elect to utilize his/her accumulated compensatory and sick leaves during his/her period of temporary physical disability provided a Physician's statement and certification of physical disability is submitted to the Office of the Superintendent for any said temporary disability absence of more than ten (10) consecutive days. While on said leave, compensatory and sick leave days will be paid only for the number of assigned duty days the teacher is absent which occur

during the current contract term, for which a physician certifies a teacher to be physically disabled, limited to the extent of the number of compensatory and sick leave days accumulated by the teacher at the time said leave commences. Additional statements of certification by a Physician of the temporary physical disability of said teacher are required, except for temporary disability caused by pregnancy, for said disability which exceeds a duration of twenty (20) consecutive days. Said additional certification shall be submitted by said teacher to ensuing month after said twenty (20) consecutive day absence.

3. In all cases the school employer reserves the right to require an examination by Anthem network physician(s) to determine the teacher's fitness (1) to continue performing the full schedule of the duties and responsibilities of his/her position and assignments, and/or (2) to return to employment and resume the full performance of the duties and responsibilities to which he/she may be assigned. The cost of such examination shall be borne by the school employer.

4. If said leave extends beyond the first day of May of any year, the granting of said leave by the school employer shall not prevent the school employer from serving notice to said teacher on or before May 1<sup>st</sup> that said teacher's contract will not be renewed, nor will the granting of said leave prevent the school employer from invoking, initiating, and utilizing the procedures established by law for the cancellation of any indefinite contract with a semi-permanent and/or permanent teacher.

5. Except for a temporary disability caused by pregnancy as is provided in Paragraph 1 (b) herein, no leave under this provision shall be granted for a period exceeding one (1) year.

#### 6. Association Leave

The Bargaining Unit President or his/her designee shall be granted up to five (5) days each year to conduct exclusive representative business without loss of compensation.

## C. SICK LEAVE BANK

A voluntary Sick Leave Bank, hereinafter referred to as the Bank, shall be established whereby a teacher, as defined herein Article I, who is absent from assigned duties due to personal illness and who has utilized all compensatory leave and sick leave may petition a committee, as established herein, for sick leave days from the bank under the following conditions:

### 1. Enrollment

The bank is formed through the voluntary participation and by the voluntary donation, with written authorization, of one (1) compensatory leave day or one (1) accumulated sick day. Such day contributed shall be non-returnable to the teacher.

Enrollment (initial or re-enrollment) is open between August 1 and September 30 of each school year.

If a former member desires to return to a member in good standing status after withdrawing from membership, that former member shall contribute two (2) days in the first year after returning to membership in addition to assessments made during the enrollees non-member status.

### 2. Bank Accumulation

Voluntary sick banks days may accumulate until a maximum of four hundred (400) is reached. This number may be exceeded due to payment of granted days.

In the event that the number of accumulated days in the Bank has dropped below one hundred (100) days, a teacher who has been a member in good standing for at least three (3) years will be given the option of donating either one (1) compensatory leave day or one (1) accumulated sick day, to be decided by the teacher, in order to continue their status as a member in good standing. This day will not be counted against the teacher's Attendance Incentive Plan days.

In the event a member in good standing does not have either a compensatory or accumulated sick leave day to donate to the sick leave bank due to a membership assessment, the sick leave bank committee shall determine this member's status.

Members in good standing who have accumulated sick days in excess of 190 may voluntarily contribute up to three (3) of their accumulated sick days that exceed the maximum 190 in one school year.

### 3. Requesting Days

Members in good standing may be granted days from the bank under the following conditions:

1. The teacher must be a member in good standing of the Bank;
  2. The teacher must have utilized and exhausted all compensatory leave and accumulated sick leave.
  3. Written certification will be provided from said teacher's Physician substantiating the illness and certifying that the absence will continue during a period of at least three (3) consecutive days following the utilization and exhaustion of all said compensatory leave and accumulated sick leave as provided herein;
  4. Written application must be made no later than twelve (12) days after exhaustion of said paid leave benefits, unless extenuating circumstances are evident; and
  5. The teacher must have been absent for at least two (2) consecutive duty days after exhaustion of said paid leave benefits.
4. Borrowing Limitations
- a. A teacher who has been a member in good standing of the Bank from one (1) to five (5) years may borrow up to twenty (20) days per request, then may reapply.
  - b. A teacher who has been a member in good standing of the Bank from (6) to ten (10) may borrow up to fifty (50) days per request, then may reapply.
  - c. A teacher who has been a member in good standing of the Bank for more than ten (10) years may apply to the Bank and the maximum number of days will be left to the discretion of the committee. Once 180 calendar days have passed from the onset of the disability/illness/accident, the teacher no longer qualifies for days from the sick leave bank.

#### 5. Sick Leave Bank Committee

A three (3) member Sick Leave Bank Committee shall be established to receive written requests and allot days from the Bank according to the provisions herein.

The committee shall grant, deny, or suspend grants of sick days from the Bank.

The decision of the committee is final and is not subject to the grievance procedure or appeal to the school board.

The committee shall be composed of two (2) persons appointed by the Exclusive Representative and one (1) person appointed by the Superintendent.

#### 6. Termination of Days

Any days granted by the committee to an individual teacher shall terminate effective the earliest day as hereinafter provided:

1. The day after the last day of the term of employment for the school year, or
2. The day after the last day of allotted number of days granted by the committee, or
3. The first day of return to employment subsequent to the granting of days by the committee.



## 7. Repayment of Granted Days

Members in good standing who have borrowed days from the Sick Leave Bank shall repay days to the Bank under the following guidelines:

1. A member shall repay days to the Bank as indicated below:
  - a. No days shall be repaid for one (1) or two (2) days borrowed.
  - b. One (1) day shall be repaid for three (3) to five (5) days borrowed.
  - c. Two (2) days shall be repaid for six (6) to eight (8) days borrowed.
  - d. Three (3) days shall be repaid for nine (9) to eleven (11) days borrowed.
  - e. Four days shall be repaid for twelve (12) to fourteen (14) days borrowed.
  - f. This pattern shall continue for fifteen (15) or more days borrowed.
2. A member shall repay days to the Bank at the rate of four (4) days per year, or balance due, whichever is less.
3. If a member of the Bank terminates employment with Rush County Schools, then days remaining to be repaid to the Bank will be waived.

## D. UNPAID LEAVES

### 1. Study Leave

The school employer may grant a one (1) year leave of absence without pay upon application of a teacher for the purpose of full-time advanced study for a master's or higher degree. The purpose of such advanced study shall be one which has direct benefit to the school corporation and shall meet the approval of the Superintendent and school employer. Application for such leave must be made to the Office of the Superintendent not later than July 1 preceding the requested year of absence.

If leave is granted, credit for this year will be given for the purpose of placement in the compensation model, but the school employer is under no obligation to assign the teacher after his/her return to the same school, teaching position, or other assignment(s) he/she occupied or performed prior to taking said leave of absence.

### 2. Leave Without Pay

A leave of absence, without pay or benefits, may be granted to a teacher for a period of up to one (1) year.

### 3. Adoption Leave

The school employer may grant an adoption leave of absence to a teacher without pay or benefits, for a period not to exceed one (1) year. Upon initial application by the teacher to adopt the child, the teacher shall notify the Superintendent, in writing, of such teacher's intent to adopt. The written request to the Board shall be submitted at the time that the teacher first knows of the date the teacher wishes to commence said leave, and such request shall state the teacher's desires concerning the beginning and ending dates for such leave.

## E. PAYMENT FOR BACKGROUND CHECKS

The school employer agrees to pay the costs associated with obtaining expanded criminal history background checks and expanded child protection index checks for currently-employed teachers.

## ARTICLE VII

### Retirement Pay

#### A. 401(a) Employer Contribution Annuity Plan

The Board agrees to maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certified employees. The 401(a) Plan contributions will commence with the 2000-2001 contract year and continue each contract year thereafter. The maximum contribution that will be made to the 401(a) Plan by the Board will be as follows: 3% (2007-2008 and thereafter) of Salary Schedule Salary.

The contribution made by the Board shall be an amount which reflects the appropriate percent of the certified employee's base salary as set forth on the certified employee's teacher's Contract which corresponds to his/her placement on the Salary Schedule.

For those certified employees who participate in the 401(a) Plan, the amounts that were stated in the Social Security Plan ("OLD PLAN") will remain in effect until such earlier time as a certified employee receives a greater return from the Board's contribution to the new 401(a) Plan plus accrued earnings, than he/she would have received under the "OLD PLAN." The contribution plus accrued earnings to the 401(a) Plan by the Board will be counted as an offset to the amount that the certified employee would have received had he/she retired under the "OLD PLAN."

In the event, due to market fluctuations, a certified employee's 401(a) Plan account experiences a loss, the Board's responsibility under the "OLD PLAN" during the period prior to its termination shall be the amount the employee would have received under the "OLD PLAN" less the amount previously contributed by the Board under the 401(a) Plan.

The value of a retiree's 401(a) Plan will be determined by the value on July 15<sup>th</sup> following the final year of service. This value will help determine the amount of offset of the Social Security Bridge payments as outlined in this section. The amount of offset determined will be subtracted from the final quarterly payment (or as many payments as necessary) to utilize the entire offset.

The Parties agree that the 401(a) Plan shall replace the "OLD PLAN" which was found in the master contract dated August 15, 1995 through August 14, 1999. The parties further agree that all contributions made to the 401(a) Plan by the Board shall be considered as additional funds and be counted as part of any salary increases negotiated for the certified employees.

For the certified employees hired after January 1, 2000, the 401(a) Plan will replace the "OLD PLAN."

The 401(a) Plan shall:

- a. be subject to all applicable Internal Revenue regulations,
- b. have no contract initiation fees charges to the employee,
- c. have no administrative or Plan Document charge to the Board, and
- d. have a vendor selected by mutual agreement of the parties of this agreement.

## B. Retirement Pay

Retirement pay shall be provided to a retiring teacher through a teacher's 403(b) post-Separation Account according to the following requirements and provisions:

1. The retiring teacher shall have met the ISTRF requirements specific to his/her situation to retire, shall have at least 20 years of total teaching experience, and shall have a minimum of 10 years of teaching experience in this school corporation. A retiring teaching with at least 15 years of total teaching experience and less than 20 years of total teaching experience will be entitled to 75% of benefits outlined in this section.
2. Said teacher shall notify the Office of the Superintendent of intent to retire no later than May 1 in his/her last teaching year, provided, however, that said notice shall be waived in case of retirement due to disability; and, provided further, that said notice may be waived, as solely determined by the school employer, in case of retirement due to circumstances that would seriously affect the teacher's ability to fulfill his/her contractual responsibilities to the school corporation. If notification is after May 1, monies would be paid next calendar year.
3. Retirement from teaching K-12 Indiana public schools must be evidenced by said teacher. Evidence, by application for retirement benefits, must have been made by the retiring teacher to the Indiana State Teachers Retirement Fund.
4. Payment will be made to the post-separation account based upon the accumulated sick leave total as of the last day of the last school year of employment which shall be at the rate of \$60.00 for each unused accumulated sick leave day; and upon the number of years of service rendered under contract in this school corporation which shall be at the rate of \$80.00 for each such year.
5. If teacher was being RIFFED, all deadlines for retirement would be waived.

## C. Social Security Bridge Plan

For the certified employees hired after January 1, 2000, the 401(a) plan will replace the "OLD PLAN."

1. The corporation will provide a Social Security Bridge Plan, (hereinafter called "THE PLAN"), in this school corporation.

To be eligible, a teacher must meet all of the following requirements and provisions:

- a. Be actively employed at the time The Plan begins; and
- b. Have met the ISTRF eligibility requirements for the rule of 85 at the time the teacher begins participation in The Plan; and

- c. Have at least twenty (20) years of teaching experience for which credit has been granted by the school employer, the last ten (10) of which have been in this school corporation; and
- d. Have applied to the Superintendent, in writing, for participation in The Plan by May 1 of the year of retirement. In the event of an unforeseen retirement, the school employer, at its discretion, may waive said May 1 notification date; and
- e. Provide evidence of retirement from teaching in a K-12 Indiana public school.
- f. Bridge Plan shall begin at the end of the school year.

2. Bridge Plan compensation shall be as follows:

At the rate of nine thousand dollars (\$9,000.00) per year those teachers who retire under The Plan shall receive a Social Security Bridge payment each successive year until said teacher has, (1) succumbed; or (2) received the payment for a maximum of seven (7) years; or (3) completed the school year (July 1 to June 30) in which the teacher first becomes eligible for reduced Social Security Benefits, with all final quarterly payments being made in September of said final year, whichever first occurs.

Payments will be made quarterly starting in December, March, June, and September.

3. The teacher may continue under the group health insurance plan offered by the Corporation during the period the teacher's Social Security pay is received. Such coverage is at the teacher's own expense, unless provided for elsewhere in this Agreement. Arrangement for such insurance must be made with the school superintendent, in advance, and is subject to the approval of the insurance carrier(s). At the written request of the employee, any medical insurance premiums for those teachers participating in the Corporation's medical insurance program will be deducted from the Social Security Bridge amount due the employee, with the balance, if any, paid to the teacher. In the event that the premiums reach an amount over that to be received as specified in Section 2, the teacher shall be responsible for payment as specified in the first and second sentences of this paragraph.

For any person not on the bridge plan, at the written request of a retired teacher, all compensation due the teacher for substitute services will be credited toward the teacher's Blue Cross/Blue Shield (or its successor) premium. Such decision is on a yearly basis only. Monies earned shall be credited to the premium for the month following the month in which the compensation is paid. The teacher is responsible for advance payment of any amount of premium not covered by such compensation.

4. Said teacher shall cease to be a participant in said Plan, and no further compensation as provided hereinabove in Paragraph B will be due or payable to said teacher, (1) when the teacher has completed the school year (July 1 to June 30) in which the teacher becomes eligible for the reduces Social Security Benefits, with all final quarterly payments being made in September of said final year.

5. Should the school employer subsequently determine to rehire a teacher who elected to retire under this option, no further compensation as provided herein above in Paragraph B will be due or payable to said teacher; however, on the subsequent retiring of teacher, any years of Social Security Bridge compensation as provided under Section II will commence and such benefits subject to the provisions of Section 4 above.
6. At the written request, the Board shall continue to insure the participating teacher through the Corporation's life insurance plan during the period in which the teacher is receiving Social Security Bridge or 401(a) compensation, whichever is applicable. Such insurance shall be at the Board's expense, with the teacher paying one dollar (\$1.00) per year. Such insurance shall cease upon payment of the last compensation due under the early retirement plan. In case of the death of such early retiree prior to the receipt of all of the compensation, the named beneficiary shall receive the benefits provided by the life insurance policy. Further, all such premium payments by the Corporation shall cease immediately, and the Corporation shall have no further obligations under this Article.
7. All eligible retirees after the 2003-2004 school year will have all eligible benefits placed on the retiree's behalf in a 403(b) Post Separation account. Distributions and investment choices of this account will be at the sole discretion of the retiree. The 403(b) Post Separation account should provide additional shelter for the benefits. It is recommended that the balance never be allowed to become less than \$1.00 to maintain the account for future distributions.

#### D. 403(b) and 457 Employee Contribution Annuity Plans

403(b) and 457 accounts will be made available to those teachers who desire to make voluntary employee contributions.

## ARTICLE VIII

### SALARY

#### I. **Compensation Model For 2020-2021 - \$180,000 available for increases**

Factors for Base Salary Increase

***(This does NOT include the amounts that the corporation pays for TRF, FICA, 401 A, etc...)***

**A. Evaluation**-Highly Effective or Effective -**70%**

**B. Experience**- Defined as having worked a minimum of 120 days the prior year in RCS-**14%**

**C. Education**- Obtaining a Master's Degree or a Bachelor's Plus and 36 Hours in any content area (as defined by IDOE) in which the teacher currently teaches, or any other area approved by the superintendent- **8%**

**D. Academic Needs** - Teach in state mandated Tested area and/or Dual Credit Courses/Advanced Placement Courses and special education -**8%**

a. Teachers who are evaluated as Needs Improvement or Ineffective (bottom two categories of evaluation model) are not eligible for any salary increase or stipend under the Compensation Model. Any money allocated for these teachers will be equally distributed among teachers evaluated as Effective or Highly Effective as a one-time stipend.

b. **Salary Range**- At the beginning of the 2020-21 school year, the salaries of returning full-time teachers were between \$35,824.51-\$61,840.65.

c. **ECA Stipends do not become a part of the teacher's base salary.**

d. **New Hires**-New Hires will be placed at appropriate levels on the salary range, Appendix A, based on experience and degree. Following consultation between the Superintendent of Schools and the RCFT President, the Superintendent may place a new hire who teaches in a "hard to fill" position wherever within the range he/she deems to be in the best interest of the school corporation.

#### II. The Salary for new hires will be adjusted to 2020-2021 New Hire Salary Schedule, Appendix A.

## ARTICLE IX

### Grievance Procedure

This Grievance Procedure, hereinafter referred to as "Procedure," stipulates the conditions under and the procedures by which grievances alleged by certain certificated school employees as defined in this Contract shall be processed. If any such grievances arise, there shall be no stopping or suspension of work because of such grievances; but such grievances shall be submitted to the following grievance procedure.

#### I. DEFINITION

As used in this Procedure:

- A. "grievance" means, and shall be limited to, an alleged violation of an express article or section of this written Contract, except where such article or section is exempt from this Procedure.
- B. "superintendent" means the chief administrative officer of the school corporation, or any person(s) designated by him to act in his/her behalf in dealing with school employees.
- C. "grievant" means the certificated school employee directly affected by the alleged violation making the claim, or the Exclusive Representative.
- D. "days" means calendar days.

#### II. STRUCTURE

- A. Nothing herein contained shall be construed as limiting the right of any certificated school employee having a complaint to proceed prior to and independently of this Grievance Procedure.
- B. The grievant may be represented by any person(s) of his/her own choosing from exclusive representative at all levels of the Procedure. However, the Grievant shall not be allowed to have present or as a representative any employee organization other than the exclusive representative.
- C. New evidence or material may be presented only one time by either party during Levels one to four. No facts may be presented at an arbitration hearing or in summary briefs unless they have been introduced at an earlier level, or unless they were not reasonably available to the parties at an earlier level.



### III. PROCEDURE

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grieving parties' exclusive representative and school superintendent.

#### A. Informal Grievance

Within twenty (20) days when school is in session of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievance must be presented to his/her immediate supervisor or his/her designee by meeting with him/her in an informal manner during non-teaching hours. Failure to meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the immediate supervisor or his/her designee shall give his/her answer orally to the grievant and the exclusive representative.

#### B. Formal Grievance

##### 1. Level One

- A. If the grievance is not resolved at the informal level, it may be filed by the grievant with the immediate supervisor or his/her designee in writing, signed by the grievant and/or the exclusive representative, on the appropriate grievance form. The written grievance must be filed within seven (7) days of the oral response and shall name the certificated school employee involved shall state the facts giving rise to the grievance, shall identify by specific reference all express articles or sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said articles or section, and shall indicate the specific relief requested.
- B. Within seven (7) days after receiving the written grievance the immediate supervisor or his/her designee shall communicate his/her answer in writing to the grievant and the exclusive representative.

## 2. Level Two

- A. In the event that the grievance is not resolved at Level One, the grievant may appeal the decision to Level Two provided said appeal is filed with the Superintendent within seven (7) days of the receipt of the written answer at Level One. The appeal shall include a copy of all materials and evidence previously submitted. Such appeal shall be signed by him/her and the exclusive representative.
- B. Within fifteen (15) days from the receipt of the grievance, the Superintendent shall render a written decision to the grievant and the exclusive representative.

## 3. Level Three

- A. In the event the grievance is not resolved at Level Two, the grievant may appeal the grievance to the school employer within fifteen (15) days of the receipt of the Superintendent's written answer. The appeal shall include a copy of all materials and evidence previously submitted. Within thirty (30) days of the submission, the Board shall hold a formal hearing(s) prior to rendering a written decision. The decision will be given to the grievant and the exclusive representative within fifteen (15) days following the last hearing date.

## 4. Level Four

- A. If the exclusive representative is not satisfied with the disposition of the grievance at Level Three, the exclusive representative may submit the grievance to arbitration before an impartial arbitrator within fifteen (15) days of receipt of the answer at Level Three.
- B. A wholly disinterested arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within thirty (30) days of the conclusion of the hearing.
- C. The decision of the arbitrator shall be in writing with two (2) copies sent to the Board and the exclusive representative. The decision of the arbitrator shall be final and binding on the parties.
- D. The arbitrator's function is to decide cases of alleged violations of the provisions of this Agreement unless specifically prohibited. The arbitrator shall not supplement, enlarge, diminish or alter the scope of meaning of this Agreement and appendixes as it exists from time to time, or any provisions therein, nor entertain jurisdiction of

any subject matter not covered thereby. (Except to the extent necessary to determine his/her jurisdiction.)

- E. All hearings shall be held at a mutually agreeable location.
- F. The compensation and expenses of the arbitrator shall be borne equally by the parties.
- G. The party requesting a stenographic record shall pay the total cost thereof unless the other party agrees to share the cost.
- H. The parties may, by mutual agreement, use the Expedited Arbitration Procedure of the American Arbitration Association in accordance with those rules.

#### IV. MISCELLANEOUS PROVISIONS

- A. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
- B. If, at any time in the procedure, the grievance is resolved by mutual agreement of the parties, the agreement shall be reduced to writing and signed by the grievant, the exclusive representative, and the Superintendent.
- C. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
- D. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next level, unless said time limits be extended in writing by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed abandoned.
- E. Any hearing at the Informal Level and at Formal Level One, Level Two, Level Three and Level Four shall be held during non-teaching hours unless otherwise directed by the school employer or arbitrator.
- F. No certificated school employee shall use this Procedure to appeal any action by the school employer or administration if such action was mandated in an order from a State or Federal Regulatory Commission or Agency.
- G. Certificated school employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.

## RUSH COUNTY SCHOOLS

### 2020-2021 School Year

BACHELOR'S							BACHELOR'S + 15 SEM. HOURS						
Years	2020-2021 Contract		Individual		Contract		Years	2020-2021 Contract		Individual		Contract	
Exp.	Salary	Total with	ISTRF	Contract	401	Plus 401	Exp.	Salary	Total with	ISTRF	Contract	401	Plus 401
0	36924.51	38032.25	1107.74	36924.51	1140.97	39173.21	0	37282.56	38401.04	1118.48	37282.56	1152.03	39553.07
1	36924.51	38032.25	1107.74	36924.51	1140.97	39173.21	1	37282.56	38401.04	1118.48	37282.56	1152.03	39553.07
2	37715.77	38847.24	1131.47	37715.77	1165.42	40012.66	2	38073.84	39216.06	1142.22	38073.84	1176.48	40392.54
3	38530.67	39686.59	1155.92	38530.67	1190.60	40877.19	3	38888.73	40055.39	1166.66	38888.73	1201.66	41257.05
4	39370.57	40551.69	1181.12	39370.57	1216.55	41768.24	4	39728.62	40920.48	1191.86	39728.62	1227.61	42148.09
5	40231.45	41438.39	1206.94	40231.45	1243.15	42681.55	5	40589.51	41807.20	1217.69	40589.51	1254.22	43061.41
6	41116.01	42349.49	1233.48	41116.01	1270.48	43619.98	6	41474.08	42718.30	1244.22	41474.08	1281.55	43999.85
7	42028.20	43289.05	1260.85	42028.20	1298.67	44587.72	7	42386.26	43657.85	1271.59	42386.26	1309.74	44967.58
8	42958.75	44247.51	1288.76	42958.75	1327.43	45574.94	8	43316.82	44616.32	1299.50	43316.82	1338.49	45954.81
9	43912.99	45230.38	1317.39	43912.99	1356.91	46587.29	9	44271.05	45599.18	1328.13	44271.05	1367.98	46967.16
10	44890.87	46237.60	1346.73	44890.87	1387.13	47624.72	10	45248.92	46606.39	1357.47	45248.92	1398.19	48004.58
11	45896.35	47273.24	1376.89	45896.35	1418.20	48691.44	11	46254.44	47642.07	1387.63	46254.44	1429.26	49071.34
12	46921.55	48329.20	1407.65	46921.55	1449.88	49779.07	12	47279.62	48698.01	1418.39	47279.62	1460.94	50158.95
13	46921.55	48329.20	1407.65	46921.55	1449.88	49779.07	13	47279.62	48698.01	1418.39	47279.62	1460.94	50158.95
14	46921.55	48329.20	1407.65	46921.55	1449.88	49779.07	14	47279.62	48698.01	1418.39	47279.62	1460.94	50158.95
15	46921.55	48329.20	1407.65	46921.55	1449.88	49779.07	15	47279.62	48698.01	1418.39	47279.62	1460.94	50158.95
16	47967.79	49406.82	1439.03	47967.79	1482.20	50889.03	16	48325.85	49775.63	1449.78	48325.85	1493.27	51268.89
17	47967.79	49406.82	1439.03	47967.79	1482.20	50889.03	17	48325.85	49775.63	1449.78	48325.85	1493.27	51268.89
18	47967.79	49406.82	1439.03	47967.79	1482.20	50889.03	18	48325.85	49775.63	1449.78	48325.85	1493.27	51268.89
19	47967.79	49406.82	1439.03	47967.79	1482.20	50889.03	19	48325.85	49775.63	1449.78	48325.85	1493.27	51268.89
20	49038.98	50510.15	1471.17	49038.98	1515.30	52025.45	20	49397.05	50878.96	1481.91	49397.05	1526.37	52405.33

## RUSH COUNTY SCHOOLS

### 2020-2021 School Year

MASTERS (OR BACHELOR'S + 36 HOURS)*							MASTERS + 15 SEM. HOURS (OR BACHELOR'S + 51 HOURS)*						
Years	2019-2020 Contract		Individual		Contract		Years	2020-2021 Contract		Individual		Contract	
Exp.	Salary	Total with	ISTRF	Contract	401	Plus 401	Exp.	Salary	Total with	ISTRF	Contract	401	Plus 401
0	38393.98	39545.80	1151.82	38393.98	1186.37	40732.17	0	38990.75	40160.47	1169.72	38990.75	1204.81	41365.29
1	38393.98	39545.80	1151.82	38393.98	1186.37	40732.17	1	38990.75	40160.47	1169.72	38990.75	1204.81	41365.29
2	39337.70	40517.83	1180.13	39337.70	1215.53	41733.37	2	39934.46	41132.49	1198.03	39934.46	1233.97	42366.47
3	40298.50	41507.46	1208.96	40298.50	1245.22	42752.68	3	40895.25	42122.11	1226.86	40895.25	1263.66	43385.77
4	41290.82	42529.54	1238.72	41290.82	1275.89	43805.43	4	41887.60	43144.23	1256.63	41887.60	1294.33	44438.55
5	42308.16	43577.40	1269.24	42308.16	1307.32	44884.73	5	42904.93	44192.08	1287.15	42904.93	1325.76	45517.84
6	43342.55	44642.83	1300.28	43342.55	1339.28	45982.11	6	43939.33	45257.51	1318.18	43939.33	1357.73	46615.24
7	44401.93	45733.99	1332.06	44401.93	1372.02	47106.01	7	44998.68	46348.64	1349.96	44998.68	1390.46	47739.10
8	45482.32	46846.79	1364.47	45482.32	1405.40	48252.19	8	46079.11	47461.48	1382.37	46079.11	1423.84	48885.33
9	46591.64	47989.39	1397.75	46591.64	1439.68	49429.07	9	47188.43	48604.08	1415.65	47188.43	1458.12	50062.21
10	47719.35	49150.93	1431.58	47719.35	1474.53	50625.46	10	48316.15	49765.63	1449.48	48316.15	1492.97	51258.60
11	48872.07	50338.23	1466.16	48872.07	1510.15	51848.38	11	49468.80	50952.86	1484.06	49468.80	1528.59	52481.45
12	50048.41	51549.86	1501.45	50048.41	1546.50	53096.36	12	50645.17	52164.53	1519.36	50645.17	1564.94	53729.46
13	51249.75	52787.24	1537.49	51249.75	1583.62	54370.86	13	51846.50	53401.90	1555.40	51846.50	1602.06	55003.95
14	52472.09	54046.25	1574.16	52472.09	1621.39	55667.64	14	53068.86	54660.93	1592.07	53068.86	1639.83	56300.75
15	53720.73	55332.35	1611.62	53720.73	1659.97	56992.32	15	54317.49	55947.01	1629.52	54317.49	1678.41	57625.43
16	54987.82	56637.45	1649.63	54987.82	1699.12	58336.58	16	55584.56	57252.10	1667.54	55584.56	1717.56	58969.66
17	56281.11	57969.54	1688.43	56281.11	1739.09	59708.63	17	56877.89	58584.23	1706.34	56877.89	1757.53	60341.75
18	57600.74	59328.76	1728.02	57600.74	1779.86	61108.63	18	58162.64	59907.52	1744.88	58162.64	1797.23	61704.74
19	58937.44	60705.56	1768.12	58937.44	1821.17	62526.73	19	59534.19	61320.22	1786.03	59534.19	1839.61	63159.82
20	60299.11	62108.08	1808.97	60299.11	1863.24	63971.33	20	60895.90	62722.78	1826.88	60895.90	1881.68	64604.46

\* Hours must be relevant to area of teaching/certification.

## APPENDIX B EXTRA DUTY SCHEDULE

### 2020-2021 SCHOOL YEAR

Teachers assigned extra duties may be paid in addition to their basic salary exceed the amount of amounts stipulated herein. This stipend includes pay for services rendered before school starts, during vacation periods, and after school closes according to the assignment of the school employer.

A teacher's appointment to an extra duty assignment(s) shall be on a year-basis at the sole discretion of the school employer, not subject to the Grievance Procedure contained herein.

Compensation will be issued in two payments, one in the middle and one at the end of the time of service/season.

Number of ECA/extra duty positions included for informational purposes only and was not bargained.

#### 2020-21 Contract

	<u>2020-2021 Base Total With</u>	
		<u>ISTRE</u>
CHEERBLOCK/CHEELEADER SPONSOR	\$ 2,117.56	\$ 2,181.09
Head Coach		
Assistant Coach (2)	\$ 1,528.29	\$ 1,574.14
High School Cheerblock Sponsor	\$ 655.96	\$ 675.63
Middle School Cheerblock Sponsor (2)	\$ 655.96	\$ 675.63
Cheerleader Sponsor – Middle School (2)	\$ 933.39	\$ 961.39
Speech – Head Coach	\$ 4,524.90	\$ 4,660.64
Speech – Assistant Coach	\$ 2,070.20	\$ 2,132.31
Drama	\$ 886.05	\$ 912.63
School Publication	\$ 784.34	\$ 807.87
Year Book - HS	\$ 886.05	\$ 912.63
Year Book - MS	\$ 655.96	\$ 675.63
Athletic Director – Middle School	\$ 6,559.55	\$ 6,756.34
Department Chairman – High School (8)	\$ 1,178.43	\$ 1,213.78
Rotating Fine Arts Department Head (1)	\$ 1,178.43	\$ 1,213.78
Rotation Being Alphabetical (Art, Band, Choir)	\$ -	\$ -
Rotating Vocational Department Head Rotation Being Alphabetical (Ag, _____ _____ _____)	\$ 1,178.43	\$ 1,213.78
Department Chairs – Middle School (7)	\$ 696.55	\$ 717.45
Assistant Band Director – High School	\$ 2,612.14	\$ 2,690.50
Corps Instructor (High School)	\$ 1,434.94	\$ 1,477.99
Assistant Athletic Director	\$ 4,373.03	\$ 4,504.23
FHA	\$ 1,302.56	\$ 1,341.64
Academic Coordinator – High School	\$ 2,180.27	\$ 2,245.68
Assistant Academic -H.S.	\$ 1,160.02	\$ 1,194.82
Assistant Academic -H.S.	\$ 580.00	\$ 597.40
Academic Pentathlon - Middle	\$ 943.15	\$ 971.45
Student Council – High School (1)	\$ 1,341.59	\$ 1,381.83

Student Council – Middle School (1)	\$	536.46	\$	552.55
Student Council- Elementary (4)	\$	500.00	\$	515.00
Elementary Science Club (4)	\$	298.98	\$	307.95
Student Council- High School	\$	1,341.59	\$	1,381.84
Livestock Judge	\$	596.81	\$	614.71
FFA Meat Judge	\$	267.93	\$	275.97
Elementary Little Hoosier Sponsors (4)	\$	556.99	\$	573.70
Varsity Scholars	\$	492.72	\$	507.50
Elementary Academic Coach (8)	\$	556.99	\$	573.70
Elementary School Athletic Supervision (4)	\$	400.00	\$	412.00
Homebound Tutoring	\$	38.20	\$	39.34
NHS- Middle School	\$	478.37	\$	492.72
NHS Sponsor- High School	\$	492.72	\$	507.50
Freshman Class Sponsor	\$	307.95	\$	317.19
Sophomore Class Sponsor	\$	307.95	\$	317.19
Junior Class Sponsor	\$	1,671.76	\$	1,721.91
Senior Class Sponsor	\$	1,671.76	\$	1,721.91
<b><u>BASEBALL – High School</u></b>				
Head Coach	\$	4,071.27	\$	4,193.41
Assistant Coach (2)	\$	2,269.41	\$	2,337.50
<b><u>BASKETBALL – High School</u></b>				
Head Coach – Boys	\$	8,365.78	\$	8,616.75
Assistant Varsity – Boys (3)	\$	3,524.64	\$	3,630.38
Head Coach – Girls	\$	8,365.78	\$	8,616.75
Assistant – Girls (3)	\$	3,524.64	\$	3,630.38
<b><u>MIDDLE SCHOOL</u></b>				
7th grade boys basketball (2)	\$	2,056.26	\$	2,117.95
8th grade boys basketball (2)	\$	2,056.26	\$	2,117.95
7th grade girls basketball (2)	\$	2,056.26	\$	2,117.95
8th grade girls basketball (2)	\$	2,056.26	\$	2,117.95
Baseball (2)	\$	2,056.26	\$	2,117.95
Softball (2)	\$	2,056.26	\$	2,117.95
<b><u>CROSS COUNTRY</u></b>				
Head Coach – High School	\$	3,524.64	\$	3,630.38
Assistant Coach – High School	\$	2,269.41	\$	2,337.50
Head Coach – Middle School	\$	1,423.79	\$	1,466.50
<b><u>FOOTBALL</u></b>				
High School – Assistant Varsity (5)	\$	3,524.64	\$	3,630.38
Middle School – Head Coach 8th grade	\$	2,056.26	\$	2,117.95
Middle School – Head Coach 7th grade	\$	2,056.26	\$	2,117.95
Middle School – Assistant Coach 8th grade	\$	1,728.89	\$	1,780.76
Middle School – Assistant Coach 7th grade	\$	1,728.89	\$	1,780.76

**GOLF**

High School – Boys	\$	3,524.64	\$	3,630.38
Assistant	\$	2,269.41	\$	2,337.50
High School - Girls	\$	3,524.64	\$	3,630.38
Assistant	\$	2,269.41	\$	2,337.50
Middle School	\$	1,412.63	\$	1,455.01

**GYMNASTICS**

High School - Head Coach	\$	3,524.64	\$	3,630.38
High School – Assistant Coach	\$	2,269.41	\$	2,337.50

**TENNIS**

High School – Girls	\$	3,524.64	\$	3,630.38
Assistant	\$	2,269.41	\$	2,337.50
High School – Boys	\$	3,524.64	\$	3,630.38
Assistant	\$	2,269.41	\$	2,337.50

**TRACK**

High School – Head Coach – Boys	\$	4,071.27	\$	4,193.41
High School – Assistant Coach - Boys	\$	2,269.41	\$	2,337.50
High School – Head Coach – Girls	\$	4,071.27	\$	4,193.41
High School – Assistant Coach – Girls	\$	2,269.41	\$	2,337.50
Middle School – Head Coach	\$	1,412.63	\$	1,455.01
Middle School – Assistant Coach	\$	1,150.73	\$	1,185.26

**VOLLEYBALL**

High School – Head Coach	\$	4,071.27	\$	4,193.41
High School - Assistant Coach (2)	\$	2,269.41	\$	2,337.50
Middle School – 7th grade	\$	1,412.63	\$	1,455.01
Middle School – 8th grade	\$	1,412.63	\$	1,455.01

**WRESTLING**

High School – Head Coach	\$	4,071.27	\$	4,193.41
High School – Assistant Coach (2)	\$	2,269.41	\$	2,337.50
Middle School – Head Coach	\$	1,412.63	\$	1,455.01
Middle School – Assistant Coach	\$	1,150.73	\$	1,185.26

**SOCCER**

High School – Coach – Boys	\$	3,524.64	\$	3,630.38
Assistant	\$	2,269.41	\$	2,337.50
High School – Coach – Girls	\$	3,524.64	\$	3,630.38
Assistant	\$	2,269.41	\$	2,337.50

**SWIMMING**

High School – Coach – Boys	\$	4,071.27	\$	4,193.41
Assistant	\$	2,269.44	\$	2,337.52
High School – Coach – Girls	\$	4,071.27	\$	4,193.41
Assistant	\$	2,269.44	\$	2,337.52

**INTRAMURAL COACHES**

Middle School (3) \$ 464.35 \$ 478.28

**ELEMENTARY SCHOOLS 5TH & 6TH GRADE**

Volleyball (8) \$ 1,150.73 \$ 1,185.26

Basketball – Boys (7) \$ 1,150.73 \$ 1,185.26

Basketball – Girls (6) \$ 1,150.73 \$ 1,185.26

**SOFTBALL**

High School Head Coach – Girls \$ 4,071.27 \$ 4,193.41

High School Assistant Coach – Girls (2) \$ 2,269.41 \$ 2,337.50

**Elementary Parent Teacher Conference** \$100 Stipend

**Mentor Teachers** \$500 Stipend

**EXTENDED CONTRACTS**

Family & Consumer Science – High School 2 days

Librarian – High School 10 days

Librarian – Middle School 5 days

Librarian – Elementary School 3 days

Librarian - County Elementary Schools 5 days

Counselors – High School & Middle School 10 days

Counselors – High School Department Head 15 days

High School Science Department Chair 2 days

FFA Sponsor 40 days

FFA Assistant 20 days

Auditorium Manager 20 days

Band Director 20 days

Science/Nature Center Coordinator K-6 10 days

Industrial Technology – High School and Middle School 10 days

Middle School Athletic Director 5 Days

Number of days for the xtended contracts are included for informational purposes only and were not bargained

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Appendix B

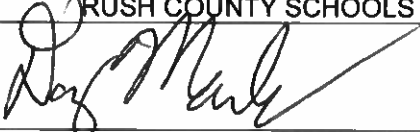










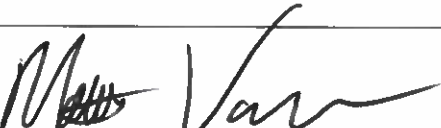
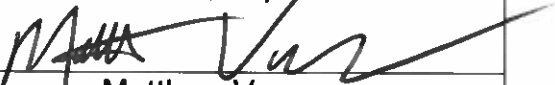
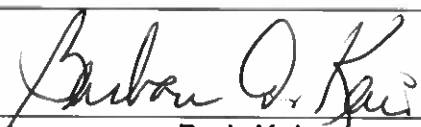
If an ECA position is shared, payment will be paid on a pro rata basis.



## RUSH COUNTY SCHOOLS HEALTH INSURANCE RATES 2021

		<b>PPO PLAN</b>	<b>HDHP/HSA Plan 1</b>	<b>HDHP/HSA Plan 2</b>
		<b>Employee</b>	<b>Employee</b>	<b>Employee</b>
Monthly rate		958.00	788.00	633.00
12 months		12	12	12
Yearly rate		11496.00	9456.00	7596.00
Board portion		5014.07	4954.07	4894.07
Employee portion		6481.93	4501.93	2701.93
Number of	12	540.17	375.17	225.17
pays per year	26	249.31	173.16	103.93
	20	324.10	225.10	135.10
		<b>Employee &amp; Children</b>	<b>Employee &amp; Children</b>	<b>Employee &amp; Children</b>
Monthly rate		1721.00	1416.00	1141.00
12 months		12	12	12
Yearly rate		20652.00	16992.00	13692.00
Board portion		8827.14	8719.14	8623.14
Employee portion		11824.86	8272.86	5068.86
Number of	12	985.41	689.41	422.41
pays per year	26	454.81	318.19	194.96
	20	591.25	413.65	253.45
		<b>Employee &amp; Spouse</b>	<b>Employee &amp; Spouse</b>	<b>Employee &amp; Spouse</b>
Monthly rate		2006.00	1653.00	1330.00
12 months		12	12	12
Yearly rate		24072.00	19836.00	15960.00
Board portion		10249.00	10129.00	10021.00
Employee portion		13823.00	9707.00	5939.00
Number of	12	1151.92	808.92	494.92
pays per year	26	531.66	373.35	228.43
	20	691.15	485.35	296.95
		<b>Employee &amp; Family</b>	<b>Employee &amp; Family</b>	<b>Employee &amp; Family</b>
Monthly rate		2485.00	2048.00	1645.00
12 months		12	12	12
Yearly rate		29820.00	24576.00	19740.00
Board portion		12640.23	12496.23	12352.23
Employee portion		17179.77	12079.77	7387.77
Number of	12	1431.65	1006.65	615.65
pays per year	26	660.77	464.61	284.15
	20	858.99	603.99	369.39

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

BOARD OF SCHOOL TRUSTEES OF THE RUSH COUNTY SCHOOLS	RUSH COUNTY FEDERATION OF TEACHERS
	
Doug Marlow, President	Barb Kain, President
	
Tammy Jackman, Vice-President	Pat Haney, Member
	
Jeff Amos, Secretary	Daniel Riddel, Member
	
Ron Lienemann, Member	
	
Dr. Steve Sickbert, Member	
	
Mike Beard, Member	
	
Jeff Slaton, Member	
	
Matthew Vance, Superintendent	
 Matthew Vance Chairman of the School Employer's Negotiating Team	 Barb Kain Chief Spokesperson of the Exclusive Representative

**MEMORANDUM OF UNDERSTANDING BETWEEN RUSH COUNTY SCHOOLS AND THE RUSH COUNTY FEDERATION OF TEACHERS**

**ESTABLISHING PAID PANDEMIC LEAVE IN THE EVENT OF NOVEL CORONAVIRUS (COVID-19) CONTRACTION OR QUARANTINE**

WHEREAS, the Novel Coronavirus (COVID-19) is impacting our region, state, and nation;

WHEREAS, multiple cases have occurred in our community, and individuals are beginning to experience repeated exposures to COVID-19;

WHEREAS, the School Corporation continues to cooperate with the Rush County Health Department, the Indiana State Department of Health, and the U.S. Center for Disease Control in addressing the spread of COVID-19 through our community;

WHEREAS, the Parties desires to protect public health by encouraging Corporation employees to refrain from contact and proximity with others in the event of an employee's inclusion in a government-recommended or government-mandated quarantine, and to in turn preserve employee salary and wages in such an event;


WHEREAS, this matter has salary-, wage-, and wage-related fringe benefit aspects;

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements in this MOU, agree as follows regarding this matter:

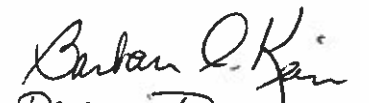
For the remainder of the 2020-2021 school year only, the school corporation will provide paid emergency leave, in addition to and separate from other leave benefits offered by the Corporation, in the event that the Corporation's disability or other similar benefit program does not provide full salary protection where ; an employee is included in a government-recommended or government-mandated quarantine and working remotely is not deemed by the administration as appropriate; or the Superintendent deems such emergency leave necessary as a result of other circumstances related to COVID-19; and

Paid emergency leave is only to be used in circumstances where telework is not feasible; In accordance with the professional obligations of a teaching position, it is expected that any teacher taking this leave will make reasonable efforts to mitigate the impact of the leave on students and the quality of instruction, such as but not limited to preparation of lesson plans and coordination with colleagues.

Agreed on this 13<sup>th</sup> day of November, 2020, with an effective date of October 15, 2020.

  
Superintendent

  
School Board President

  
RCFT President

**REVISED MEMORANDUM OF UNDERSTANDING BETWEEN  
RUSH COUNTY SCHOOLS AND THE  
RUSH COUNTY FEDERATION OF TEACHERS**

1. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Board of School Trustees of Rush County Schools, herein referred to as the Board, and the Rush County Federation of Teachers, herein referred to as the RCFT.
  
2. **Purpose:** The purpose of this MOU is to amend the MOU between the parties that formally established an amendment to the 20-21 Contract Agreement to add the provision of COVID Paid Leave. The provision in the original MOU was unable to be added during the Negotiation window of September 15, 2020 to November 15, 2020, set by the General Assembly, because at that time, the need for Paid Leave related to COVID was provided for under the Families First Corona Response Act (FFCRA) FFCRA expired December 31, 2020 and was not renewed by Congress. Therefore, this amendment is necessary to define the terms of COVID Paid Leave for the remainder of the current contract. This amended MOU could not have been anticipated in fall 2020 because the MOU is prompted recent changes in COVID-19 pandemic data and procedures.
  
3. **Contract Language Addendum:** COVID Paid Leave: COVID Paid Leave shall be granted to the teacher if the teacher is unable to work because the teacher is quarantined or becomes ill because of a close contact or exposure to an individual with COVID-19 in the scope of the teacher's employment with the Board. The teacher is entitled to up to ten (10) COVID Paid Leave days through June 30, 2021. All paid leave time granted under FFCRA in 2020 is counted toward the ten (10) COVID Paid Leave days to which a teacher is entitled under this addendum.
  
4. **Term of MOU:** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than June 30, 2021.
  
5. **Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

This Memorandum of Understanding supersedes the November 13, 2020 MOU between the Board and the RCFT.

BOARD APPROVED – MARCH 9, 2021



Dr. Matt Vance, Superintendent

**Rush County Schools**

Douglas F. Mark - President

[Name/Title]

3/9/21  
Date

Jeff Adams - Sec

[Name/Title]

3-9-21  
Date

**Rush County Federation of Teachers**

Bobon C. Klein President

[Name/Title]

3-9-2021  
Date

Mary Duncan Secretary

[Name/Title]

3-9-2021  
Date

BOARD APPROVED – MARCH 9, 2021

Matt B. Vance

Dr. Matt Vance, Superintendent