MASTER CONTRACT

between the

BOARD OF SCHOOL TRUSTEES
OF THE
ORLEANS COMMUNITY
SCHOOL CORPORATION

and the

ORLEANS CLASSROOM
TEACHERS ASSOCIATION

2025-2026

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THIS MASTER CONTRACT ENTERED INTO THIS **7th DAY OF OCTOBER, 2025**, BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE ORLEANS COMMUNITY SCHOOL CORPORATION, HEREINAFTER CALLED THE "SCHOOL EMPLOYER", AND THE ORLEANS CLASSROOM TEACHERS ASSOCIATION, HEREINAFTER CALLED THE "EXCLUSIVE REPRESENTATIVE."

WITNESSETH:

WHEREAS, the School Employer and the Exclusive Representative recognize and declare that providing quality education for the children of the Orleans Community School Corporation is their mutual aim; and

WHEREAS, the School Employer has met with the Exclusive Representative and entered into extended deliberate negotiations and discussions as provided by Indiana Code; it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The School Employer recognizes the Orleans Classroom Teachers Association as the bargaining agent for all School Employees which shall include all full-time and part-time certificated employees of the School Employer on regular or temporary Contracts except the Superintendent, High School Principal, Assistant High School Principal and Elementary School Principal.

ARTICLE II

GENERAL PROVISIONS

SECTION 1. SEVERABILITY.

If any provision of this agreement or the application thereof to any person or circumstance is held to be contrary to law and therefore invalid, such invalidity shall not affect the other provisions or applications of this agreement, which can be given effect without the invalid provision or application, and, to this end, the provisions of this agreement are declared to be severable.

SECTION 2. GENDER CLAUSE.

Hereinafter, whenever masculine pronouns are used, they shall be read to mean and include the female gender.

SECTION 3. DEFINITIONS.

The term "School Employee" or "certificated employee" or "Teacher" means and includes "School Employee".

ARTICLE III

EFFECT OF AGREEMENT

The agreements in this Contract shall supersede any rules, regulations, or practices of the School Employer and the Exclusive Representative, which are contrary to or inconsistent with its terms.

If an individual Contract made subsequent to this Contract contains any language inconsistent with this Contract, this Contract shall prevail.

The parties mutually agree that the terms and conditions set forth in this Contract represent the full and complete understanding and commitment between the parties concerning the contents, which may not be altered, changed, added to, deleted from, or modified without the voluntary, mutual consent of the parties in an amendment.

ARTICLE IV

GENERAL EMPLOYMENT PRACTICES

SECTION 1. EXAMINATIONS.

Both parties agree that the cost of examinations, laboratory tests, x-rays and the providing of a diagnostic data as are required of School Employees in connection with their work by statute shall be borne by the School Employer.

SECTION 2. LEGAL CONSULTATION.

The School Employer shall provide a preliminary consultation with the school attorney for a School Employee who has been assaulted during the performance of his assigned duties with respect to the School Employee's rights and responsibilities.

SECTION 3. CRIMINAL HISTORY INFORMATION.

To help ensure that a safe environment is maintained, and as required by state law, Orleans Community School Corporation will conduct an expanded criminal history check on each current employee every five (5) years. The superintendent will be responsible for scheduling the expanded criminal history checks on current employees. The cost of the expanded criminal history check will be the responsibility of Orleans Community School Corporation.

ARTICLE V

LEAVES OF ABSENCE

SECTION 1. BEREAVEMENT LEAVE.

A. IMMEDIATE FAMILY. School Employees shall be entitled to be absent from work on account of a death in the immediate family for a period extending not more than six (6) working days beyond such death without loss of compensation. Three (3) of these days may be taken, anytime within one (1) year following the death of the above mentioned, to assist in the personal matters of the deceased. "Immediate Family" means spouse, son, daughter or stepchild and would also include stillbirth or miscarriage.

B. FAMILY. School Employees shall be entitled to be absent from work on account of a death in the family for a period extending not more than five (5) working days beyond such death without loss of compensation. Three (3) of these days may be taken any time within one (1) year following the death of the above mentioned, to assist in the personal matters of the deceased. "Family" shall be defined as: mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandchild, stepparent, grandparent-in-law, any other dependent person living in the School Employee's household.

C. OTHERS. School Employees shall be entitled to be absent from work without loss of compensation for death of any niece, nephew, sister-in-law, brother-in-law, aunt, uncle, first cousin (by blood or marriage), for a period of two (2) days for any such death. School Employees may be entitled to be absent from work without loss of compensation to attend the funeral service of a faculty member or student. Every attempt will be made to cover all classes.

D. ADDITIONAL TIME. Each School Employee shall have the option to take from his accumulated sick leave or from the sick leave he is entitled to receive in the school year, a period not to exceed five (5) additional days leave from work without loss of compensation for all deaths previously defined in this section.

SECTION 2. SICK LEAVE.

A. ANNUAL AND ACCUMULATION. School Employees shall be entitled to be absent for illness or quarantine for each year of employment without loss of compensation as spelled out below:

LENGTH OF CONTRACT	NUMBER OF SICK DAYS
9 months	13
10-12 months	16

Unused sick leave shall annually accumulate without limit.

B. ILLNESS IN FAMILY. In addition, each School Employee has the option to use all of his/her annual accumulated sick leave days for attending to the serious illness of a spouse, parent, brother, sister, child, stepchild, parent-in-laws, grandchild, grandparent or stepparent. If all paid days are exhausted, the Superintendent may grant a reasonable time off without pay.

C. USE. Sick leave days may be used in full or one-half (½) days and may be used for medical and/or dental appointments.

D. SICK LEAVE BONUS. Teachers who use no sick leave days during the school year or no more than one-half (½) sick leave day during the school year shall receive a sick leave bonus as additional pay as follows:

DAYS USED	2024-25
0 – ½	$315 per school year

Payments shall be included in the Teacher's last Contract pay. Unused sick leave days shall also accumulate. Sick leave days donated to the sick leave bank do not cause a Teacher to forfeit the sick leave bonus.

SECTION 3. PERSONAL BUSINESS.

A. Each School Employee employed by School Employer shall be entitled to six (6) days pro rata to the number of paid school days for the transaction of personal business and/or the conduct of personal or civic affairs during each school year of employment under this agreement.

B. Each School Employee may accumulate one (1) day of unused personal business leave (PBL) for use in a subsequent school year, but no more than seven (7) days may be used in any one school year. Each School Employee's unused PBL in excess of this accumulation shall be transferred to his accumulated sick leave at the end of each school year on a pro rata basis to the number of paid school days and may thereafter be used as sick leave. School Employees who are credited with six (6) PBL days at the beginning of the school year, and who go on leave of absence or leave the School Corporation, shall not be required to reimburse the School Employer for days used in excess of pro rata.

C. PBL days may be used in full or one-half (½) days.

D. PERSONAL LEAVE BONUS. Teachers who use no PBL days during the school year or no more than one-half (½) PBL day during the school year shall have the option of having those unused days accumulate as provided by subparagraph B. above or receiving a personal leave bonus as additional pay as follows:

DAYS USED	2024-25
0 – ½	$315 per school year

Teachers who select the cash payment option and who entered the current school year with one (1) accumulated PBL day shall be entitled to continue that accumulated PBL into the next school year. Payments shall be included in the Teacher's last Contract pay.

SECTION 4. JURY DUTY.

When requested, a School Employee may serve on jury duty. The School Employer shall pay the School Employee his full salary provided that the School Employee has previously paid to the School Employer pay received for serving on jury duty.

SECTION 5. COURT APPEARANCE.

Court leave with pay shall be granted to Teachers for the time necessary to make appearances in any court proceeding when requested to so appear by the School Corporation and/or the State of Indiana.

SECTION 6. STAFF DEVELOPMENT LEAVE.

Within the discretion of the Superintendent of Schools, a certified School Employee may be granted staff development leave on a school day basis with pay for the purpose of visiting other schools for educational reasons or attending meetings or conferences of an educational nature.

SECTION 7. TEMPORARY DISABILITY LEAVE (EXCEPT MATERNITY LEAVE).

A. ENTITLEMENT. A School Employee on temporary disability leave shall be entitled to use any accumulated sick leave so long as such disability exists; provided that the termination of such disability shall terminate the right to further use of accumulated sick leave for that particular temporary disability. In order to qualify for the use of accumulated sick leave during temporary disability, the School Employee shall furnish the Superintendent with a medical certificate of disability for the period requested from a regularly licensed physician.

B. ADMINISTRATION RIGHT. Nothing contained in this provision shall take away the right of the School Employer to relieve a School Employee on that day or those days that such disability interferes with the performance of the School Employee's duties according to accepted professional teaching standards. If a School Employee is relieved, the School Employee may use accumulated sick leave for these days.

SECTION 8. MATERNITY LEAVE.

1. A Teacher who is pregnant shall be granted a leave of absence and may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:

a. Any Teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if she notifies the Superintendent at least thirty (30) days before the date on which she wishes to start her leave. She shall notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of medical emergency caused by pregnancy, the Teacher shall be granted a leave, as otherwise provided in this section, immediately on her request and the certification of the emergency from an attending physician.

b. A female employee shall be granted Forty-Two (42) consecutive days for pregnancy. The period of leave shall include all holidays which fall during the period of this maternity leave. Fall, Holiday, and Spring Break will be counted as holidays. If birth occurs during the summer months, the leave will commence on the date of birth. The Teacher will not be charged sick days for any days used during this Forty-Two (42) day period.

b. All or part of a leave taken by a Teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the Teacher is not entitled to take accumulated sick leave days when the Teacher's physician certifies that the Teacher is capable of performing the Teacher's regular teaching duties. The Teacher is entitled to complete the remaining leave without pay.

2. Except where a Contract is not required under IC 20-28-7-1 through IC 20-28-7-15 in any situation occurring before or after the commencement of leave, the Teacher and the School Corporation shall execute a regular Teacher's Contract for each school year in which any part of the Teacher's leave is granted, and the Teacher shall have the right to return to a teaching position for which the Teacher is certified or otherwise qualified in accordance with the rules of the Commission on General Education.

3. Rights existing at the time leave commences, which arise from a Teacher's:
   a. status as a permanent Teacher;
   b. accumulation of successive years of service;
   c. service performed under a Teacher's Contract pursuant to IC 20-28-6-8; or
   d. status or rights negotiated under IC 20-29-1 through IC 20-29-9-5; shall remain intact.

4. During leave the Teacher may maintain coverage in any group insurance program by paying the total premium including the School Corporation's share, if any, attributable to the leave period.

5. During leave extending into a part of a school year, a Teacher shall accumulate sick leave in accordance with the provisions of the Master Contract in effect in the Orleans Community School Corporation in the same proportion which the number of days the Teacher is paid during such year of work or leave bears to the total number of days for which Teachers are paid in the School Corporation.

6. During leave of a non-permanent Teacher the period of probationary successive years of service under a Teacher's Contract which is a condition precedent to becoming a permanent Teacher under IC 20-28-6-8 shall be uninterrupted for that Teacher

SECTION 9. MILITARY LEAVE.

All School Employees, who are members of the Indiana National Guard or of the reserve components or the retired personnel of the naval, air or ground forces, shall be entitled to leave of absence from their respective duties, without loss of time or pay for the time the members of the National Guard are in military service or on training duties of the State of Indiana under order of the Governor as commander-in-chief, or as members of any reserve component under order of the component authority thereof, for services not to exceed fifteen (15) days in any one (1) calendar year.

SECTION 10. REGULATIONS.

A. CONTRACTS. Except where a Contract is not required under Indiana Code in any situation occurring before or after the commencement of a leave, the School Employee and the School Corporation shall execute a regular Teacher's Contract for each school year in which any part of the Teacher's leave is granted, and the School Employee shall have the right to return to a teaching position for which the School Employee is certified or otherwise qualified in accordance with the rules of the Commission on General Education.

B. RIGHTS ON LEAVE. Rights existing at the time leave commences, which arise from a School Employee's:

1. status as an established Teacher;
2. accumulation of successive years of service;
3. service performed under a Teacher's Contract pursuant to Indiana Code; or
4. status or rights negotiated under Indiana Code; shall remain intact.

C. GROUP INSURANCE/FMLA. During leave the School Employee may maintain coverage in any group insurance program by paying the total premium including the School Corporation's share, if any, attributable to the leave period; provided, however, the School Corporation's payments in support of all insurance programs provided by this Contract shall continue during the period of any leave governed by the Family and Medical Leave Act (FMLA) of 1993.

The Orleans Community Schools uses a rolling basis for FMLA. Employees will be eligible for 12 weeks of FMLA on a 52 week rolling basis. (Included for informational purposes only)

D. ACCUMULATED SICK LEAVE. During leave extending into a part of a school year, a School Employee shall accumulate sick leave in accordance with the provisions of the Contract in the same proportion which the number of days the School Employee is paid during the year of work or leave bears to the total number of days for which School Employees are paid in the School Corporation.

E. PRIOR ACCUMULATED SICK LEAVE. Sick leave days accumulated by a School Employee prior to a leave of absence, and not used during the leave of absence, shall be credited to the School Employee upon return.

Employees who leave employment by the Orleans Community Schools and then at some point return will have any sick days that were left from their previous employment with the corporation reinstated, minus any days that may have been transferred to another school corporation.

SECTION 11. ASSOCIATION LEAVE.

The President of the OCTA or his/her designee(s) shall be provided a total of five (5) school days of leave each school year without loss of compensation to engage in professional relations activities on behalf of the Association in the exercise of its responsibilities as the Exclusive Representative of the Teachers. The Association shall be provided an additional five (5) days for the above stated purposes, however, the Association must reimburse the School Corporation for the cost of substitute Teachers for these additional days.

SECTION 12. PERSONAL INJURY LEAVE.

Absence due to injury incurred in the course of the Teacher's employment shall not be charged against the Teacher's sick leave days. The Board shall pay to such Teacher the difference between his salary and benefits received under the Indiana Worker's Compensation Act and from school insurance coverage for the duration of such absence. It is understood that the Teacher shall, upon request, provide a written statement from the Teacher's physician attesting to the fact that said Teacher is not able to teach due to the injury that was incurred. It is understood that after ten (10) school days the School Corporation may require a second opinion from a doctor of its own choosing to verify the accuracy of the absence. Said doctor visit is to be paid for by the School Corporation.

SECTION 13. LEAVE FOR PART-TIME EMPLOYEES

Sick leave days and personal business days for part-time employees will be pro-rated.

SECTION 14. ADOPTION LEAVE

A teacher who has submitted an application for the purpose of adopting a child will be granted, upon written request, adoption leave, without pay, for a period not to exceed one (1) year from the time the adoptive child becomes available. The teacher may use accumulated sick leave days up to twenty-five (25) school days, which must be taken within a period of ten (10) school days before receiving the child to twenty (20) school days after receiving the child. In a situation where both parents are teachers in the School Corporation, they may use only twenty-five (25) sick days collectively for adoption leave.

ARTICLE VI

PROFESSIONAL COMPENSATION

SECTION 1. SALARY.

A. BASIC SALARY. The compensation model and extra duty pay of School Employees are set forth in Appendixes A-2 and B which are attached to and incorporated in this Contract.

A School Employee may elect to defer such an amount of their salary as is necessary to pay the Employee's share of any combinations of benefits. In addition to the teaching salary and extra duty pay provided in the Appendixes, the Board shall pay the Indiana State Teachers' Retirement Fund (ISTRF) an additional Three Percent (3%) of each Teacher's salary as that Teacher's contribution to the ISTRF. Teachers shall not be entitled to the option of choosing to receive the contributed amount directly instead of having employer funds paid to ISTRF in their behalf.

B. NEW HIRES: Salaries of newly hired teachers will be determined per the salary compensation model in Appendix A-1.

C. HARD TO FILL POSITIONS: A "hard to fill" position occurs whenever a vacancy for a teaching position is posted and either no applications are received or the applicants who respond are deemed unacceptable to fill the position. Whenever the Superintendent determines that a vacant teaching position meets the criteria of being "hard to fill", the Superintendent shall notify the President of the Association. Upon notification the Superintendent shall be given the exclusive authority and discretion to seek a qualified person for this "hard to fill" position. The amount of this salary shall be within the current salary range of $ $44,750-$75,750. The salary offered will be considered the teacher's base salary.

D. DEDUCTIONS. Deductions for School Employees for daily absences not covered by provisions in this Contract shall be made on a daily rate basis (annual school year salary divided by contracted days).

E. COMPENSATION FOR EXTENDED CONTRACTS: School employees assigned an extended contract or additional days shall be compensated at their per diem.

SECTION 2. EXTRA DUTY ASSIGNMENT.

A. EXTRA DUTY ASSIGNMENT. School Employees involved in extra duty assignments (ECA), as set forth in APPENDIX B which is attached to and incorporated in this Contract, shall be compensated in accordance with the provisions of this Contract without deviation.

1. CREATE NEW POSITIONS – EXTRA DUTY – MAKE ASSIGNMENTS – BOARD POWER. It is recognized that the Board has the authority to establish any new positions the Board determines necessary. The Board also has the right to make assignments to the positions accordingly. Said assignments shall not violate the provisions of this agreement.

2. NOTIFICATION – COMPENSATION. The Superintendent, or his designee, shall notify the Association of the determination to create a new position(s) as soon as this action has been taken by the Board. A meeting between the Superintendent and the President, or his designee, of the Orleans Classroom Teachers Association shall take place within five (5) days for the purpose of determining if the position(s) is/are in the bargaining unit, and if so, to discuss the salary or salaries for the position(s).

B. ATHLETIC PASSES. School Employees, their spouse, and school age dependent children to age eighteen (18) shall have free admission to all school activities including athletic events, except tournaments and dinner theater productions.

C. ATHLETIC EVENTS. School Employees are to be offered the opportunity to work at athletic events on a voluntary basis. Any remaining vacancy on the work schedule is to be filled on a rotating basis by the building Principal assigning School Employees to those positions. This provision is school policy, not bargained, and included for informational purposes only.

D. TUITION REIMBURSEMENT. After a teacher has taught in the Orleans Community School Corporation for one (1) year, he or she will be eligible for a tuition reimbursement of an amount up to One Thousand Dollars ($1000.00) for successful completion of three (3) hours of course work per year. If a teacher takes more than three (3) hours of approved course work in any one (1) year, the additional hours may accumulate that so he/she will be reimbursed for tuition for a maximum of three (3) more years. This course work must be pre-approved by the superintendent or designee and be either in Content Area Credentialing for dual credit, Advance Placement; elementary teacher with an M.S. in math, reading, or literacy; STEM Fellow certification and/or CTE certification. or Special Education This reimbursement, upon providing supporting documentation (proof of paid tuition bill and proof of course completion) will be in a one-time lump sum payment in September of the following year. If the teacher leaves before the end of the contract year, the teacher will reimburse the tuition reimbursement paid for that contractual year. The minimum of approved hours of credit to receive this benefit for any year is three (3) hours. No teacher rated ineffective or needs improvement will be eligible to receive this benefit the following year.

E. ANCILLARY DUTY PAY. For teachers who are requested to work outside of the contract day by an administrator or who have received advance approval from their administrator to work outside of the contract day, the pay rate shall be One Hundred Fifty Dollars ($150.00) per day. The hourly rate for performing ancillary duties shall be Twenty-Five Dollars ($25.00) per hour.

SECTION 3. HEALTH INSURANCE.

Hoosier Heartland School Trust (HHST) shall be the health insurance provider effective May 1, 2006. Currently, the HHST has four (4) plans available from which an eligible Teacher may select: PPO 1 Plan, PPO 2 Plan, HSA 1 Plan, or HSA 2 Plan. As a participant of the HHST, an Employee may wish to consult the Master Plan Document via OCS Administrative Office or the HHST Trust Coordinator for the appropriate schedule of coverage.

Health Insurance for new employees shall begin on their first day of employment

The premium contributions by the Employer and by the Employee are as follows:

For those certified employees hired before September 1, 2016:

Effective with the Master Contract for 2019-2020, and those Master Contracts thereafter, any annual increase in the cost of any plan will be one-half the responsibility of the Employer and one-half the responsibility of the Employee.

In the event that both a husband and wife are School Employees in the system, effective with the Master Contract for 2019-2020, and those Master Contracts thereafter, any annual increase in the cost of any plan will be one-half the responsibility of the Employer and one-half the responsibility of the Employee. There will not be a Husband/Wife clause for new employees eligible after September 1, 2016.

For those certified employees hired after September 1, 2016:

Refer to Master Plan document via OCS Administrative Office for Corporation Contributions and Employee Contribution.

The School Employer contributes to the HSA Plans 1 and 2 for current and future Employees for those enrolled in these plans. The contribution amounts are set for January 1, 2025

CONTRIBUTION TABLE				
Date	**Family**	**Member/Spouse**	**Member/Child**	**Employee**
January 1, 2025	$ 2,600	$ 2,000	$1,800	$1,400
**Minimums apply to each year hereafter	$2,600	$ 2,000	$1,800	$ 1,400

A. OPEN ENROLLMENT. An Employee must enroll in the health plan within thirty-one (31) days from the date of initial eligibility. Annually, an open enrollment period is made available for a Teacher who participates in the Plan to change from one Plan to another. There is a listing of "Events that Provide for HIPAA Special Enrollment".

B. TEMPORARY CONTRACTED TEACHERS. A Teacher granted a temporary contract may participate in HSA Plan 1 or HSA Plan 2 only.

C. DISCONTINUANCE OF PARTICIPATION IN HHST AND HSA. Orleans Community Schools and the Orleans Classroom Teachers' Association must mutually agree to withdraw from the HHST/HSA health plan. Should this occur, both parties shall mutually agree upon the new insurance carrier. If the withdrawal from the HHST/HSA occurs, the current amount paid by the School Employer and by the Teacher shall remain the same.

At the time of retirement a School Employee who is included in the buyout (VEBA) may choose to participate in the current group health insurance plan if all conditions are met as of the date of severance and thereafter. If any HSA Plan is selected, the HSA contribution by the School Employer is not included.

1. When the retired Teacher and spouse, if any, remain enrolled in the health insurance plan, the retired Teacher and spouse shall pay the entire insurance premium (100%) applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.

2. The Teacher has provided a written request to the School Corporation for continuing insurance coverage for the Teacher and spouse, if any.

D. DEATH OF AN EMPLOYEE. In the event that an employee who is on the OCS health insurance plan should die, his/her spouse (and children if applicable) who is on the insurance plan at the time of the employee's death can remain on the plan for up to two (2) years. OCS will continue health plan premium contributions for up to three (3) months after the employee's death. After the three (3) month period, the spouse will be responsible for the full premium payment. This payment shall be made on the first day of each month. Vision and dental coverage for the spouse and dependents will cease three (3) months after the employee's death. At the time of an employee's death, the balance of sick days shall be paid to the employee's beneficiary at a rate of one-half (.5) of the present value of $65.00 ($32.50)

SECTION 4. OTHER INSURANCES. As a participant of insurance within this section, an Employee may wish to consult the Plan Document for the appropriate Schedule of Coverage.

A. DENTAL. Dental insurance plans will be offered for Employee, employee child/children, employee spouse and family. All plans including the family plan shall be fully paid by the School Corporation until December 31, 2024. Beginning January 1, 2025, the Corporation will pay Eighty (80)% of the total premium and participants will pay the remaining Twenty (20)% deducted in two pays per month. (Participating retirees are to prepay the full premium, if premium exists, on a monthly basis.) Retirees and their spouses may not participate in Dental Insurance after age 70.

B. LIFE. The School Employer shall provide for School Employees a group life insurance protection plan, which shall pay the Teacher's designated beneficiary One Hundred Thousand Dollars ($100,000.00) in the event of death plus Group AD & D. Group life insurance shall be fully paid for by the School Employer. (Participating retirees are to prepay the full life premium on a monthly basis. AD & D is not available to retirees.) When an active Teacher reaches the age of sixty-five (65), the coverage (benefit) is in accordance to the life insurance policy.

C. LTD. The disability insurance continues to be provided and fully paid for by the School Corporation.

D. VISION. Vision insurance plans will be offered for Employee, employee child/children, employee spouse and family. All plans including the family plan shall be fully paid by the School Corporation until December 31, 2024. Beginning January 1, 2025, the Corporation will pay Eighty (80)% of the total premium and participants will pay the remaining Twenty (20)% deducted in two pays per month. (Participating retirees are to prepay the full premium, if premium exists, on a monthly basis.) Retirees and their spouses may not participate in Vision Insurance after age 70.

SECTION 6. CONTINUING COVERAGE OPTION. If the School Employee is not returning to the School Corporation the next school year, the School Employer will continue the group insurance coverage plan of that School Employee at the Employee's expense until he/she is covered in the group policy of his/her new position or until the time required by federal law for continuing coverage, whichever comes first.

SECTION 7. REFUNDS. When refunds by insurance companies are made on Teacher related policies, refunds shall be kept separate from other school funds and shall be returned to the School Employees who paid the premiums on a pro rata basis. The administration shall notify the Association when refunds are forthcoming.

SECTION 8. LEAVES. School Employees on nonpaid leave shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date; provided however, Teachers on FMLA Leaves shall be governed by ARTICLE V, SECTION 14. C.

SECTION 9. CARRIERS. The School Employer and the Exclusive Representative shall mutually agree to the insurance carriers providing the insurance set forth in this SECTION 4. and 5. of the Contract. The health insurance carrier and benefit specifications may be changed by mutual agreement during the term of this agreement. Before the insurance contract renewal date, the administration, Teacher insurance committee (if available) and a representative for the insurance company will meet and go over the insurance contract.

SECTION 10. LIABILITY. The School Employer shall continue in force the excess One Million Dollar ($1,000,000.00) liability insurance policy, which covers School Employees in case of suit arising from or in the performance of their duties.

SECTION 11. SECTION 125 PLAN. A Section 125 Flexible Benefit Plan Generation One for the School Employee's share of any combination of benefits under ARTICLE VI, SECTION 4. and 5. shall be available to School Employees. Section 125 Generation Two shall also be available to School Employees with said Employees paying any monthly charge for Generation Two.

SECTION 12. TEACHERS ON PART-TIME ASSIGNMENTS.

Teachers on part-time assignments shall receive compensation and benefits for which they are eligible on a pro-rated basis.

ARTICLE VII

RETIREMENT BENEFIT

SECTION 1. BUYOUT RETIREMENT PLAN. (Retirees beginning on or after July 1, 2004)

Effective Date: The provisions in this SECTION 1. BUYOUT RETIREMENT PLAN. shall be effective with respect to any Teacher retiring on or after the 1st day of July, 2004.

An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the Teacher has otherwise satisfied the requirements and conditions described below. Upon retirement from the Corporation, a Teacher shall be fully vested in the retirement benefits described in this Article, if the Teacher has satisfied the following requirements.

The provisions in this ARTICLE VII, SECTION 1. shall be effective with respect to any Teacher retiring on or after the 1st day of July, 2004. Any Teacher who has retired before the effective date will only be entitled to those benefits contained in the Contract agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

A. ELIGIBILITY. Teachers who have reached at least the age of fifty (50) years may elect to retire under the retirement provisions of this section and shall receive retirement benefits. Teachers hired on or after October 21, 2003, must also have ten (10) years consecutive experience at Orleans Community Schools to be eligible for this benefit. If a Teacher's fiftieth (50th) birthday falls during the school year, the Employee may elect to retire at the beginning of that school year. All retirements shall commence at the beginning of the school year unless a waiver is granted by the Superintendent.

A retiring Teacher must submit a written letter of resignation/retirement to both the Board and the Superintendent between March 1 and March 15 of the school year of the final school year of employment. In the event a Teacher is unable to give the required notice, the Superintendent may give written permission for the Teacher to retire.

SECTION A-1. MAXIMUM NUMBER OF RETIREES. Effective July 1, 2008, no more than six (6) Teachers can retire in any given year. A retiring Teacher must submit a written letter of retirement to both the Board and the Superintendent between March 1 and March 15 of the school year of the final school year of employment. If more than six (6) Teachers submit notices of intent to retire between the dates of March 1 and March 15, seniority shall be the determining factor. Should a Teacher have ten (10) or more years of experience and be at least fifty (50) years of age and desire to retire after six (6) or more Teachers have chosen to retire from the Orleans Community Schools in a given year, this Teacher will be approved for the following year, with compensation being paid at that time. Any Teacher missing this deadline could retire with written permission from the Superintendent.

SECTION B. ELIMINATION OF PRIOR AGREEMENTS RETIREMENT BRIDGE AND SEVERANCE BENEFIT. The Board and the Association specifically reserved the authority to reserve or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that the retirement and severance benefits contained in ARTICLE VII, entitled PROFESSIONAL COMPENSATION, in the 2007-2008 agreement are terminated. Said benefits shall not apply to any Teacher retiring or severing employment with the School Corporation on or after this amendment's effective date, except that those Teachers who are eligible to retire prior to September 1, 2007, may choose the benefits contained in this section or those contained in the previous Contract. To exercise this option, the Teacher has delivered to the Corporation by September 30, 2004, an irrevocable letter indicating their choice of plans. Those Teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

SECTION C. VESTED PAYMENT. The balance of sick days (retirement benefit) is vested and shall be paid to the Teacher's 401(a) at a rate of one-half (½) of the present value [Sixty-Five Dollars ($65.00)] by August 1 of retirement. If a Teacher becomes disabled before age fifty (50) and qualifies for the School Corporation long-term disability benefits, the 401(a) shall be paid without regard to the Teacher's age.

SECTION D. INSURANCE FOR RETIRED SCHOOL EMPLOYEES. Teachers retiring under this section of the Contract or qualifying for retirement or disability from the Indiana State Teachers' Retirement Fund shall be allowed to participate on the single or other appropriate status in the School Corporation's group health, dental, vision and life insurance programs in accordance to each program's Plan Document by prepaying the full premiums on a monthly basis, except as provided under retirement plans.

SECTION E. 401(a) PLAN. The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The total sum of the amount calculated by Educational Services Corporation as the present value of the retirement pay and severance benefits shall be contributed by the School Corporation to the 401(a) Plan shall be AIG Retirement (VALIC). The 401(a) Plan's terms and conditions for the administration of the 401(a) Plan shall be as follows:

1. 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 investment vendor for the 401(a) Plan.

2. Until such time that an Employee has retired and satisfied the eligibility requirements set forth in this Article, the Employee shall have no access to the assets held in his or her separate 401(a) Plan.

3. If any Employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated Employee's 401(a) Plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of the plan year only among the then remaining separate 401(a) Plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) Plan accounts of the following Employees will not share in the reallocation of a forfeiture of a 401(a) Plan account:

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

(b) Employees who previously forfeited their 401(a) Plan accounts; and

(c) Employees who have attained age fifty-seven (57) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, 401(a) Plan accounts of Employees who have attained the age of fifty-seven (57), but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

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

5. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the 401(a) Plan assets.

F. FUTURE ADJUSTMENTS. The parties agree that this Article, or any other provision of this agreement, does not constitute an expectation of receiving the enumerated retirement benefits by a current Employee, future Employee, prospective Employee or applicant beyond the expiration of this agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided, however, that the future revisions of this Article shall not affect the retirement benefits of Teachers already receiving benefits pursuant to this section.

G. GROUP HEALTH INSURANCE. Immediately following retirement, the Teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan, if all of the following conditions are met as of the date of retirement and thereafter. Retiring employees' remaining balance of their final contracted year salary shall be paid in full by the School Corporation by June 30 of the contracted year. If the retiree chooses to remain on the School Corporation's group health program, the employee is responsible for 100% of the health insurance premium beginning August 1 of that same year. At the time of retirement, a Teacher who is included in the VEBA (Voluntary Employees' Beneficiary Association) (not a current participant of health plan) may choose to participate in any plan via HHST. If any HSA (Health Savings Account) Plan is selected, the HSA contribution by the School Employer is not included. Annually, an OPEN ENROLLMENT period is made available for a Teacher who participates in the Plan to change from one plan to another. Enrollment or continued participation is in accordance to the Plan Document. There is a listing of "Events that Provide for HIPAA Special Enrollment", which is applicable to an active Employee.

1. While the retired Teacher and spouse, if any, remain enrolled in the health insurance plan, the retired Teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.

2. The Teacher has provided a written request to the School Corporation for continuing insurance coverage for the Teacher and spouse, if any.

When the retired Teacher first becomes eligible for Medicare, the Teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired Teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible Teacher's right to continue health insurance for the Teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6; therefore, his right to extended coverage shall not override any rights to continue health care coverage as required by COBRA.

H. ACTUARIAL DETERMINATION OF VALUE OF THE CURRENT SEVERANCE AND RETIREMENT BENEFITS. The Nyhart Company has been selected to determine the present value of the unfunded severance benefits and retirement bridge benefits described in the prior agreement. In making this present value determination, the Nyhart Company shall use the following assumptions:

1. The assumed interest rate for the purpose of determining the present value is Four Percent (4%) in the first two (2) years of the Plan and Six Percent (6%) for the next three (3) years and then Seven Percent (7%) each year thereafter; however, for post-retirement cash flow purposes, a Four Percent (4%) interest rate shall be used.

2. It is assumed that an Employee terminates employment at the end of the school year in which the Employee attains age fifty-seven (57) or at the end of the current year if the individual is already fifty-seven (57) or older. If an Employee continues employment after the attainment of age fifty-seven (57), the Employee does continue to receive all ongoing Board contributions to the 401(a) and VEBA, and the Employee does continue to share in any future forfeitures.

3. The Board's contribution to the annual post-retirement single or family health insurance premiums will be assumed to be Five Thousand Dollars ($5,000.00) per year for those on single coverage and those who are not currently on the health care plan, and Ten Thousand Dollars ($10,000.00) for those currently on the plan with any coverage other than single. Irrespective of the Teacher's anticipated date of retirement, no further increase in this annual cost is to be assumed. Furthermore, payments will be deemed to terminate when the individual would otherwise be eligible for Medicare.

4. The anticipated amount of the retirement bridge shall be determined using the amount of annual benefit described in ARTICLE VII of the 2007-2008 Contract; however, it is assumed that individuals do not retire until the later of:

(a) The attainment of age fifty-seven (57), or

(b) Satisfaction of the eligibility requirements of this Article.

5. Using the method of calculation described in ARTICLE VII of the 2007-2008 Contract, the severance benefit for each Employee will be determined, subject to the following adjustments:

(a) Sick leave accumulation shall be calculated as of July 1, 2004, with eleven (11) days added for each year until age fifty-seven (57).

(b) An amount equal to one-half (½) the present value [Sixty-Five Dollars ($65.00) of the projected sick leave at retirement shall be deposited into the individual Teacher's 401(a) in 2004.

(c) At the time of retirement, the Board shall deposit an amount equal to one-half (½) the present value for all sick leave days the Teacher has actually accumulated at that time to the Teacher's 401(a).

(d) The Employee's base daily rate will be increased by assumed years of service.

6. A termination rate of Three Percent (3%) shall be applied.

7. The present value of the future severance benefits and retirement bridge payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the severance benefits and retirement bridge had been paid directly to the Employee.

8. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the School Corporation; however, if the Board approves a leave of absence for an Employee, such period shall not result in forfeiture, provided the Employee promptly returns to employment following the expiration of the period of leave.

9. The present value of the severance and retirement benefits under the prior agreement shall be calculated, effective as of the 1st day of July, 2004.

10. To confirm the accuracy of the underlying information to be used in the present value calculations, each Teacher shall be provided with his or her basic date that will be used in the calculation, including but not limited to, the following information as of the 1st day of July, 2004: base salary, age, years of service and accumulated sick leave. The Nyhart Company shall assist in the preparation of this verification sheet for each Teacher; however, the Board will have the responsibility to forward the verification sheets to the respective Teachers. Any corrections must be returned to the Board within ten (10) days of receipt of the verification sheets.

Using the above assumptions and the other assumptions contained on the buyout spreadsheet, the Nyhart Company shall prepare the present value calculations for each Teacher and the contributions described hereinafter will be made.

I. RETIREMENT SAVINGS 401(a)/403(b) ANNUITY PLAN. The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.

1. The Board agrees to contribute into each individual's separate 401(a) account One-Half of One Percent (.5%) for Employees participating in the buyout and One-Half of One Percent (.5%) for Employees hired after July 1, 2004. The Board contributions referenced here shall be as the stated percentage of the Contract Salary for each individual as reflected in the APPENDIX "A-2" Contract Salary Schedule in effect for that particular school year.

2. **Matching 401(a)/403(b) Contribution:** Beginning with the 2025-2026 school year the corporation will contribute an additional One and One half Percent (1.5%) to all teachers 401(a) accounts, provided that teachers contribute at least One and One Half Percent (1.5%) to their individual 403(b) account. Teachers who fail to enroll to contribute the additional One and One Half Percent (1.5%) will not receive the additional One and One Half Percent (1.5%) contribution from the corporation and will forfeit said contribution.

2. 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 investment vendor for the 401(a) Plan. The single investment vendor for the 401(a) Plan shall be AIG Retirement (VALIC). Each bargaining unit member shall be Twenty Percent (20%) vested in these individual 401(a) accounts per year to One Hundred Percent (100%) upon the completion of his/her fifth (5th) year of continuous employment with the Corporation.

J. BUYOUT CONTRIBUTIONS.

1. VEBA. The School Corporation shall contribute to a Voluntary Employees' Beneficiary Association (VEBA) as described in section 501(c)(9) of the Code, that amount representing the present value of the group health insurance benefits and term life insurance as calculated for all Employees under subsection c. above. Indiana HRA Plan/Rehn & Associates shall be the organization administering the VEBA and shall be the single investment vendor for the VEBA. The terms and conditions for the administration and operations of the VEBA shall be as follows:

(a) 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 vendor for the VEBA.

(b) Until such time that an Employee has retired and satisfied the eligibility requirements set forth in this Article, the Employee shall have no access to the assets held in his or her separate VEBA account.

(c) If an Employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated Employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the remaining VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value calculations. Therefore, the VEBA accounts of the following Employees will not share in the reallocation of a forfeiture of a VEBA account:

(i) Employees who forfeited their VEBA accounts in the same year;

(ii) Employees who previously forfeited their VEBA accounts; and

(iii) Employees who have attained the age of fifty-seven (57) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of Employees who have attained the age of fifty-seven (57), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

(d) Following retirement and the satisfaction of the requirements set forth in this Article, a retired Employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the Employee, spouse and dependents. Furthermore, following the death of an Employee who had otherwise satisfied the requirements of this Article, any amounts remaining in the deceased Employee's VEBA account may continue to be used to pay these premium and expenses of the Employee's spouse and dependents. At no time may the VEBA make loans to an Employee, his/her spouse, or his/her dependents. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the VEBA plan accounts of the following Employees will not share in the reallocation of a forfeiture of a VEBA plan account:

(i) Employees who forfeited their VEBA accounts in the same year;

(ii) Employees who previously forfeited their VEBA accounts; and

(iii) Employees who have attained the age of fifty-seven (57) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of Employees who have attained the age of fifty-seven (57), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

(e) RETIREMENT SAVINGS VEBA PLAN. The School Corporation shall contribute to a Voluntary Employees' Beneficiary Association (VEBA) as described in section 501(c)(9) of the Code. The Board agrees to contribute One-Half of One Percent (.5%) for Employees participating in the buyout and One Percent (1%) for Employees hired after July 1, 2004. The Board contributions referenced here shall be as the stated percentage of the Contract Salary for each individual as reflected in the APPENDIX "A-2" Contract Salary Schedule in effect for that particular school year.

The Board shall make equal monthly contributions throughout the school year and will complete its contributions on or before August 1st of each succeeding year. 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 investment vendor for the VEBA plan. The single investment vendor for the VEBA plan shall be Indiana HRA Plan/Rehn & Associates.

Each bargaining unit member shall be Twenty Percent (20%) vested in these individual VEBA accounts per year to One Hundred Percent (100%) upon the completion of his/her fifth (5th) year of continuous employment with the Corporation.

(f) The School Corporation 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.

<u>ARTICLE VIII</u>

GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS.

A. GRIEVANCE. A "grievance" is a claim by one or more School Employees of a violation, a misapplication, or a misinterpretation of this Contract.

B. DAY. The term "day" as used in this Article shall mean school days; except that during the summer recess, the term shall mean weekdays.

SECTION 2. CONFIDENTIALITY.

A. PROCEEDINGS. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the proceedings.

B. FOLLOW UP. No reprisal of any kind shall be taken by or against any participant who is properly following the grievance procedure by reason of such participation.

C. DOCUMENTS. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant, with the exception of the final determination if discipline is sustained, and shall not be a valid basis for evaluation.

SECTION 3. ADJUSTMENT.

Nothing contained herein shall be construed to prevent any individual School Employee from presenting a grievance and having it adjusted if the adjustment is not inconsistent with the terms of this Contract, and the Exclusive Representative has been given an opportunity to be present at all levels above Step One.

SECTION 4. PROCEDURE.

<u>Level One - Oral Discussion</u>

A School Employee with a grievance may initiate this procedure in one of the following ways:

a. He may discuss the matter in his own behalf with his immediate supervisor.

b. He may request that a representative of the Exclusive Representative accompany him when he discusses the matter with his immediate supervisor.

Level Two - Written Grievance

a. Within six (6) days of the oral discussion, if the grievance is not resolved, it shall be submitted in writing, signed by the grievant to the building Principal on the form attached to this Contract.

b. Within six (6) days after receiving the written grievance the Principal shall communicate his answer in writing to the grievant and the Exclusive Representative.

Level Three - Meeting with the Superintendent

a. If the grievance is not resolved in Level Two, the grievant may, within five (5) days of receipt of the Principal's answer appeal to the Superintendent by filing the grievance and the Principal's answer. The Superintendent shall schedule a meeting between the grievant and his representative and the Superintendent or his designee and the Principal, to be held within ten (10) days.

b. The Superintendent, or his designated representative, shall give the grievant and the Exclusive Representative an answer in writing no later than five (5) days after such meeting.

Level Four - Appeal to the Board

a. If the grievance is still unresolved, it may be appealed to the Board, by filing the written grievance and the written answers not later than ten (10) days after receipt of the Superintendent's reply. A meeting of grievant, the Exclusive Representative and the Board and its designated representative(s) shall be held within fifteen (15) days following receipt of such notice and the Superintendent shall promptly notify the grievant and the Exclusive Representative of the date, time, and the place where such appeal shall be heard.

b. The Board's written decision shall be transmitted to the grievant and the Exclusive Representative within five (5) days after the hearing.

SECTION 5. HEARINGS.

Hearings shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.

SECTION 6. TIME LIMITS.

A. EXTENSION. Time limits herein may be extended only by mutual agreement, signed by the parties.

B. REMEDY. If there is a failure at any step to communicate the decision on a grievance to the grievant within the specified time limit, the grievant shall receive the remedy sought.

C. RESOLUTION. Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step and the right to further processing shall be waived.

D. SCOPE. Only grievances arising during the term of this Contract shall be processed under this Article.

SECTION 7. STATE AND FEDERAL LAW.

Nothing contained herein shall deny to any Employee rights under state or federal constitutions and laws.

SECTION 8. REGULATIONS.

A grievance may be initiated at Level Three - Superintendent; if:

(a) the grievance is a group of School Employees of different buildings based upon the same set of facts, or

(b) if the remedy is beyond the authority of the building Principal.

ARTICLE IX

MISCELLANEOUS

SECTION 1. PAYROLL.

A. DEDUCTIONS: ANNUITIES/IRS 403(b). The Board shall provide for payroll deductions for each School Employee who wishes to participate in voluntary tax sheltered annuity programs IRS section 403(b) plans sponsored or endorsed by the Association, and approved by the School Employer. Written notice of intent to participate shall be given by School Employee to School Employer at the time of signing the regular Teacher's Contract. A School Employee shall be allowed to enter the tax-sheltered annuity or IRS 403(b) program at the beginning of any school year.

1. Each Teacher may elect to make a salary reduction election and make tax deferred contributions, to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code. The Board shall forward salary reduction money to the appropriate vendor each month.

2. The School Corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to 403(b) Plans.

B. PAYMENTS. Basic salaries for School Employees shall be paid in twenty-six (26) equal payments, beginning with the second Friday of the school year and continuing every other Friday.

C. SUMMER MAILINGS. Direct deposit advices, other than for summer School Employees, shall be mailed at regular monthly intervals to the address designated by the Employee unless the Employee requests that their deposit advices be held at the central administrative office.

ARTICLE X

SICK LEAVE BANK

SECTION 1. CREATION.

The provisions of this Article establish a voluntary sick leave bank to which School Employees and Administrators may contribute unused sick leave days and from which a contributing member may draw sick days when his accumulated sick leave and personal business days are exhausted. (IC 20-28-9-13)

SECTION 2. PURPOSE.

The purpose of the sick leave bank is to relieve bank members of undue financial burdens due to unexpected absence from work for severe personal illness, injury or incapacity of sufficient seriousness that their presence in school would be inadvisable. The bank is not designed to provide compensation for extended disabilities or short term absences caused by normal infirmities. The bank is intended to be available if existing paid leave, income protection and long term disability insurance, Worker's Compensation, and public sources such as Social Security disability payments are not being received.

SECTION 3. SICK LEAVE BANK COMMITTEE.

The bank committee shall be composed of five (5) members. Three (3) members shall be appointed by the President of the Exclusive Representative and two (2) by the Superintendent of Schools. Members of the committee shall be Employees of the School Corporation and enrollees of the sick leave bank. Members shall be appointed annually. The committee shall meet to organize by the election of a chairman from its membership by the end of the third week of the school year. The committee shall meet at least once per semester and more often at the call of the chairman depending on the number and timing of leave applications. A majority vote of the committee is required to grant requested days from the bank.

SECTION 4. COMMITTEE AUTHORITY.

The committee shall have the authority to administer the operations of the bank including the following authority:

a. to grant, deny, or suspend grants of days;

b. to grant days in advance of use or retroactively; and

c. to periodically review grants.

The committee shall not have the authority to assess additional contributions of days to the bank.

SECTION 5. MEMBERSHIP.

Bank membership shall be open to all members of the bargaining unit and administrative personnel. Use of the bank shall be available only to members.

SECTION 6. FUNDING.

The bank shall be funded by the voluntary contribution of sick leave days by members. Members may contribute sick leave days annually. Funding of the bank shall be limited to annual contributions, new Employee memberships, and repayments of used days. The number of days which can accumulate in the bank is unlimited. The school corporation will make a onetime donation of one sick day per certified teacher to the sick bank during the 2022-2023 school year.

When a teacher has met full retirement ("Rule of 85" or "60 plus 15") and retires from the Orleans Community Schools they may donate up to 15 days of their accumulated sick leave to the sick leave bank upon their retirement.

SECTION 7. ENROLLMENT.

A. ELIGIBILITY. School Employees and Administrators may enroll in the bank by the contribution of one (1) sick leave day. Members shall not be allowed to withdraw their contributed days.

B. INITIAL ENROLLMENTS. In the initial year of the bank, School Employees and Administrators shall have sixty (60) calendar days from the beginning of the school year to enroll by authorizing annual sick day contributions. As an initial contribution for 1987-1988, members may designate up to and including five (5) days. Members of the 1987-1988 staff who choose not to participate shall thereafter be ineligible for membership.

C. NEW EMPLOYEES. New School Employees and Administrators shall have forty-five (45) calendar days from their first school day of employment to enroll. New School Employees who choose not to participate shall thereafter be ineligible for membership. As part of new School Employee orientation, the Superintendent of Schools shall inform new Employees of the availability of the sick leave bank.

SECTION 8. ACCOUNTING.

The accounting of days contributed, granted, and paid shall be performed by the Office of the Superintendent. Days contributed or used by School Employees with part-time assignments shall be on a pro-rata basis.

SECTION 9. USE OF BANK.

A. APPLICATION. Any member shall be eligible to apply to the committee for bank benefits if he has met the following:

1. has exhausted his sick leave, personal business leave or any other paid leave;

2. is not receiving benefits from income protection, long-term disability insurance or Worker's Compensation;

3. is not receiving or eligible for Social Security disability; and

4. is not receiving benefits from any other public source.

The written application shall be accompanied by a physician's certificate stating the nature, length and prognosis of the illness, injury or disability. A statement shall be included from the physician clarifying why the member's condition requires absence from school. As a condition to receiving benefits, the member if requested by the committee, shall execute a medical records waiver and release his medical records to committee review. If requested by the committee, the member shall consent to an examination by a physician designated by the committee at the School Corporation expense.

B. GRANTING BENEFITS. The committee shall have the sole discretion for granting benefits. Membership alone is not an entitlement to benefits. Benefits shall be granted for no more than one (1) school year at a time. Benefits may be granted on a periodic basis of less than a school year, subject to the member's application resubmission and evaluation. The committee may grant up to thirty (30) days per draw on the sick bank, however the maximum total accumulative draw per teacher per school year shall be ninety (90) days

In determining the granting of days, the committee shall consider:

1. undue financial burden on the member;

2. unexpected nature of the illness, injury, or disability;

3. severity of the illness, injury, or disability in relation to duties;

4. availability of unused paid days of leave;

5. availability of income protection, long term disability, Social Security disability or Worker's Compensation benefits; and

6. level of the bank's accumulated days and commitments.

Upon notification from the committee, the Superintendent's office shall charge deduction of the member's sick leave against the bank's accumulated days.

SECTION 10. REPAYMENT.

A member who continues in the employment of the School Corporation shall repay the days used from the bank at the rate of one (1) day the first year after the days were granted, and four (4) days per year thereafter until one hundred percent (100%) of the granted days have been repaid. The committee may waive repayment in part or on whole upon a showing of extenuating circumstances. Days paid shall be credited to the bank.

ARTICLE XI

TERM OF AGREEMENT

This Contract shall be effective as of July 1, 2025 and shall continue in effect through June 30, 2026.

Whenever any notice is required to be given either of the parties to this Contract to the other party, either shall do so by mail or by hand.

This Contract is made and entered into at Orleans, Indiana, on this 7th day of October, 2025, by and between the Board of School Trustees of the Orleans Community School Corporation, County of Orange, State of Indiana, and the Orleans Classroom Teachers Association. The Contract changes that are to be retroactive are provided within the respective text of the Contract.

This Contract is so attested to by the parties whose signatures appear below:

The undersigned also attest to the following:

A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana Statute on September 15, 2025. Electronic participation was not available.

A public meeting in compliance with Indiana Statute was held on September 23, 2025, to discuss the tentative agreement and electronic participation was not available.

A public meeting in compliance with Indiana Statute was held on October 7, 2025, for ratification of the tentative agreement. Electronic participation was not available.

BOARD OF SCHOOL TRUSTEES OF THE ORLEANS COMMUNITY SCHOOL CORPORATION

BY Courtney Crocker
President

BY Keith Hager
Secretary

BY James Ellis
Superintendent of Schools

ORLEANS CLASSROOM TEACHERS ASSOCIATION

BY Jessica Starr
President

BY Misty Ross
Secretary

Appendix A-1

Compensation Model

The compensation model bargained between the Orleans Community School Corporation and the Orleans Classroom Teachers Association is set forth below. Under IC 20-28-0 1.5, a compensation model must use a combination of at least two (2) of the following factors: Possession of content area degrees and content area credit hours beyond the requirements for employment and years of experience (which cannot account for more than fifty percent (50%) of a teacher's salary increase); teacher evaluation; instructional leadership roles; and meeting academic needs of students. This model uses teacher evaluation, experience, and meeting the academic needs of students as criteria to earn a base salary increase. Definitions of these factors are set forth below.

The parties have agreed that teachers will receive base salary increases during the 2025-2026 school year in accordance with the compensation model set forth below.

General Eligibility Criteria:

In order to be eligible for an increase in pay, the teacher must have been employed by the Orleans Community School Corporation for at least 120 days for the 2024-2025 school year.

Factors and Definitions:

Academic needs: Academic needs is defined as the need to retain teachers. All teachers contribute to the graduation rate and competency of students at all levels."

Experience/Education: The teacher was employed with the Orleans Community School Corporation for at least one hundred twenty (120) days in the prior school year, and/or possesses an additional content area degree.

For the 2025-26 school year the salary schedule (Appendix A-2) has been increased by $1,250 across the board.

All teachers who satisfy the eligibility criteria by having been employed at least one hundred twenty (120) days in the prior school year will receive this referenced above $1,250 salary increase with $625 being attributed to Experience/Education (not exceeding 50%) and the remaining $625 being attributed to Academic Needs

Teachers will also advance one (1) step on the salary schedule (Appendix A-2) from their placement for 2025-2026. Each step for all teachers is $1,000. For this step advancement, $500 shall be attributed to Experience/Education (not exceeding 50%) and the remaining $500 shall be attributed to Academic Needs.

Any teacher who has reached the top of the salary schedule and is not eligible for the step increase will receive a one-time stipend in the amount of $1,000, the equivalent of a step.

Part time teacher increases will be pro-rated.

First year beginning teachers hired for the 2025-26 school year prior to implementation of this contract will be placed at the new minimum salary (Level A) and will not be eligible for any additional steps or stipends.

Newly Hired Teachers:

When new teachers are hired by the corporation, they will be hired at a salary amount commensurate with the amount currently being paid to teachers in the corporation with similar experience and education. The superintendent will use their best judgment in placing each new teacher on the salary schedule in a step that is fair and equitable to the closest current employees.

Beginning with the 2025-26 school year, the corporation will credit new teachers for all accredited public school and/or private school experience. The above paragraph regarding commensurate salaries will apply to those teachers, as well.

Shortage of qualified applicants:

When a shortage of qualified applicants occurs as determined by the superintendent, the superintendent will have the discretion to establish a starting salary of no more than two (2) steps above where the teacher would normally fall on the salary grid without consultation with the Association president. Any deviation of more than two (2) steps will require consultation with the Association president before establishing a salary.

Military and Work Experience:

a. A teacher possessing military experience shall receive one (1) year of credit on the salary schedule for each year of military service not to exceed five (5) years of experience credit.
b. A teacher possessing a workplace specialist's license shall receive one (1) year of credit on the salary schedule for each year of work experience in his/her trade or career, not to exceed five (5) years of experience credit.
c. A teacher with a Bachelors's degree in their teaching area will receive one (1) year of experience credit on the salary schedule for each year of work experience in his/her trade or career not to exceed ten (10) years of experience credit.

Lack of Funding

If sufficient funding is not available in any future years to fund complete movement on the salary schedule of all teachers who would otherwise meet the requirements to move on the schedule, then the parties will negotiate an alternative compensation arrangement that is compliant with Indiana law and comports with the funding available (if any) at that time.

Salary Range

The salary range before base salary increases are granted during the 2024-2025 school year is $44,750 -$75,750 not including current year increases or TRF contributions.

The salary ranges after implementation of this contract for the 2025-2026 school year is $46,000 - $77,150 including current year increases but not including TRF contributions. This fulfills the state mandate of a $45,000 minimum salary for 2025-2026.

Appendix A-2

2025-2026 Compensation Grid

LEVEL	BS	BS+Lit Endorsement	MS	MS+Lit Endorsement
A	46,000	46,150	48,000	48,150
B	47,000	47,150	49,000	49,150
C	48,000	48,150	50,000	50,150
D	49,000	49,150	51,000	51,150
E	50,000	50,150	52,000	52,150
F	51,000	51,150	53,000	53,150
G	52,000	52,150	54,000	54,150
H	53,000	53,150	55,000	55,150
I	54,000	54,150	56,000	56,150
J	55,000	55,150	57,000	57,150
K	56,000	56,150	58,000	58,150
L	57,000	57,150	59,000	59,150
M	58,000	58,150	60,000	60,150
N	59,000	59,150	61,000	61,150
O	60,000	60,150	62,000	62,150
P	61,000	61,150	63,000	63,150
Q			64,000	64,150
R			65,000	65,150
S			66,000	66,150
T			67,000	67,150
U			68,000	68,150
V			69,000	69,150
W			70,000	70,150
X			71,000	71,150
Y			72,000	72,150
Z			73,000	73,150
AA			74,000	74,150
BB			75,000	75,150
CC			76,000	76,150
DD			77,000	77,150

This compensation grid does not, nor is it intended to represent years of experience or service

The 2025-2025 School year is 185 days (For informational purposes only.

Appendix-B

ORLEANS COMMUNITY SCHOOL CORPORATION
EXTRA-CURRICULAR DUTY PAY CONTRACT SCHEDULE
EFFECTIVE SCHOOL YEAR: 2025-2026

Boys Sports	Amount	Girls Sports	Amount
Varsity Basketball	8,350	Varsity Basketball	8,350
Varsity Assistant/9th Grade Basketball	4,025	Varsity Assistant/9th Grade Basketball	4,025
J.V. Basketball	4,900		
4008th Grade Basketball	2,120	J.V. Basketball	4,900
7th Grade Basketball	2,120	8th Grade Basketball	2,120
6th Grade Basketball	1,135	7th Grade Basketball	2,120
5th Grade Basketball	1,135	6th Grade Basketball	1,135
Varsity Cross Country	3,250	5th Grade Basketball	1,135
Jr. High Cross Country	1,050	Varsity Volleyball	6,500
Varsity Golf	2,950	J.V. Volleyball	3,000
Jr. High Golf	1,200	8th Grade Volleyball	1,900
Varsity Track	3,400	7th Grade Volleyball	1,900
Assistant Track	1,650	6th Grade Volleyball	1,135
Jr. High Track	1,400	5th Grade Volleyball	1,135
Varsity Baseball	4,745	Varsity Golf	2,950
Assistant Baseball	2,200	Varsity Track	3,400
Jr. High Baseball	1,500	Assistant Track	1,650
		Jr. High Track	1,400
Athletic Director OHS (part-time)	3,200	Varsity Softball	4,745
Athletic Director OES	1,550	Assistant Softball	2,200
		Jr. High Softball	1,500
		High School Cheerleader	2,500
		Jr. High Cheerleader	1000
		Elementary Cheerleader	800
		Co-Ed Elementary Cross Country	275

Sponsors	Amount	Sponsors	Amount
Senior Class	1,300	Fellowship of Christian Athletes	275
Junior Class	1,600	Thursday Night School	30/HR
Sophomore Class	530	Spell Bowl Club OES	475
Freshman Class	530	Math Bowl Club OES	475
8th Grade Class	425	Robotics OES	275
7th Grade Class	425	Science Bowl OES	475
F.F.A.	1,100	Jr. Sr. High Robotics	275
F.A.C.S.	275	Jr. Sr. High eSports	275
National Honor Society	275	JH Spell Bowl	625
Pep Club*	1,000	JH Academic Team Math	475
High School Drama	800	JH Academic Team English	475
Elementary School Drama	525	JH Academic Team Soc. Studies	475
Elementary Talent Show	275	JH Academic Team Science	475
Tri-Hi-Y	275	HS Academic Team Science	625
Student Council – High School	300	HS Academic Team English	625
Student Council – Junior High	275	HS Academic Team Fine Arts	625
Student Council – Elementary	275	HS Spell Bowl	625
Yearbook – High School	1,250	HS Academic Team Math	625
Yearbook – Elementary	500	HS Academic Team Soc. Studies	625
Drill Team	1,200	Academic Team Coordinator	525
French Club	275	Elementary Science Fair	275
Spanish Club	275	Elementary Just Say No	345
Jr. High Science Fair	275	High School Choir Director	600
Business Professionals Association	275	BPA	500
Jr.-Sr. High School Band Director (experience)	4,700	NHS	1,000

*For informational purposes only, regardless of the number of sponsors/coaches, the entire amount will be awarded. *

Appendix-C

Additional Stipends

Stipends will be awarded to individuals that:

- Teach a non-dual credit class that offers an industry recognized certification (approved by the superintendent)
  - $500 per semester for classes with 1-5 enrolled students
  - $1,000 per semester for classes with 6 or more students
- Teach a dual credit or advanced placement course
  - $1,000 per semester
- Hold an elementary master's in reading, math, or literacy, or special education
  - $500
- Perform data analytics within the school improvement plan
  - $500
- Are designated as the EL Teacher of Record for the school corporation
  - $1,000
- Serve as the chair of the Elementary RTI Committee
  - $500
- Serve as the chair of the Jr/Sr High School RTI Committee
  - $500
- Are the designated Dyslexia specialist for the school corporation.
  - $1,000
- Hold a special education endorsement, and is currently teaching special education
  - $1,000
- Serve as a teacher mentor (as approved by the superintendent.
  - $500
- Teach students from Mitchell Community or Shoals Community Schools as part of COSMOS
  - $50 per Mitchell/Shoals student for non-dual credit courses (per semester)
  - $100 per Mitchell/Shoals student for dual credit courses (per semester)
- Are Elementary or JH Teachers and hold a Math Endorsement
  - $300
- Are Elementary or JH Teachers and hold a Special Ed Endorsement but are not currently teaching Special Ed.
  - $300

All above stipends will be paid at the end of the school year.

Appendix-D

ORLEANS COMMUNITY SCHOOL CORPORATION

GRIEVANCE FORM

Name of Grievant: ______________________________

Building: ______________________________

Teaching Assignment: ______________________________

Name and Address of Representative of Grievant: ______________________________

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Level II

A. Date Cause of Grievance Occurred: ______________________________

B. 1. Statement of Grievance: ______________________________

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2. Relief Sought: ______________________________

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Signature Date

C. Disposition by Principal: ______________________________

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Signature of Principal Date

Level III

A. Date Transmitted to Superintendent: ______________________________

B. Disposition by Superintendent: ______________________________

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Signature of Superintendent Date