

Appendix A

I. FRINGE BENEFITS – See individual categories for benefit eligibility.

Special Note: Regular Full-time - An employee who works a minimum 30-*hour* workweek on a regularly scheduled basis. A full-time bus driver is defined as a bus driver who is scheduled to work 4 hours per day for a total of 180 days.

A. Group Medical Insurance

For full time new hires, the employee is eligible for coverage effective on the first day of the month following 30 days of employment. (Example: An employee hired on July 23rd would begin benefits on September 1st).

Generally, benefit changes may be made in the case of a qualifying event. Employees with questions should contact the Benefits Coordinator. Seymour Community Schools has an open enrollment each year in the fall for an employee to opt in or out of coverage. Seymour Community Schools has the right to change insurance companies or to modify or terminate eligibility requirements, benefits, or coverage at any time.

Employees who elect to be covered by such medical insurance plan may select either single or family coverage. Payment shall be made through payroll deduction. The school corporation shall pay each month an amount equal to that which it pays for certificated personnel toward the corporation adopted medical insurance family or single coverage program.

Should both a husband and wife, as employees of the School Corporation, be entitled to the medical benefit of this section, no combining of monthly entitlements is allowed. For example, should one eligible employee choose the family plan, the School Corporation will contribute the applicable percent of the cost of the monthly premium, without regard as to the status of the employee's spouse as an employee of the School Corporation. The eligible employee will pay via payroll deduction the resulting difference in premium.

B. Term Life Insurance

The school corporation shall pay the full cost for full time employees, except for one dollar (\$1.00), which shall be paid by each participating classified employee to provide coverage under a group life insurance policy.

Such insurance shall provide benefits to the extent of one hundred thousand dollars (\$100,000) in the event of accidental death as defined under the group policy and shall provide benefits to the extent of fifty thousand dollars (\$50,000) in the event of death as a result of other insured causes.

C. Dental Insurance

For full time new hires, the employee is eligible for coverage effective on the first day of the month following 30 days of employment. (Example: An employee hired on July 23rd would begin benefits on September 1st).

Generally, benefit changes may be made in the case of a qualifying event. Employees with questions should contact the Benefits Coordinator. Seymour Community Schools has an open enrollment each year in the fall for an employee to opt in or out of coverage. Seymour Community Schools has the right to change insurance companies or to modify or terminate eligibility requirements, benefits, or coverage at any time. The school corporation shall pay an amount equal to that which it pays for certificated personnel in a dental insurance program.

D. Vision Care Insurance

For full time new hires, the employee is eligible for coverage effective on the first day of the month following 30 days of employment. (Example: An employee hired on July 23rd would begin benefits on September 1st).

Generally, benefit changes may be made in the case of a qualifying event. Employees with questions should contact the Benefits Coordinator. Seymour Community Schools has an open enrollment each year in the fall for an employee to opt in or out of coverage. Seymour Community Schools has the right to change insurance companies or to modify or terminate eligibility requirements, benefits, or coverage at any time.

The school corporation shall pay an amount equal to that which it pays for certificated personnel in a vision insurance program.

E. Retaining Insurance

Staff members on leave - Insurance programs which are normally paid through payroll deductions may be retained by the staff member at the staff member's own expense while such staff member is on any prolonged unpaid leave (including that but not limited to a leave for which compensation has expired), provided first, that the underwriter(s) involved as well as the State of Indiana allow such arrangement, and provided second, that the arrangement is otherwise legal.

Group Medical for Retirees

In addition, retired staff members shall be allowed to retain, at such retired staff member's own expense, such staff member's Group Health Insurance (defined as Medical / Dental / Vision) by paying the full premium in a timely fashion. To be eligible, the retired staff member (a) must have been employed in the Seymour Community Schools Corporation for a minimum of fifteen (15) consecutive years immediately prior to retirement, (b) must have reached the age of fifty-five (55) and must not have qualified for Medicare.

The retired staff member shall not be allowed to retain such insurance, regardless of retirement age after qualifying for Medicare. In addition, retired individuals shall not be allowed to rejoin the health insurance group after dropping out of it for any part of their retirement; thus their coverage must be an unbroken continuation of the Group Health coverage which they last maintained as an active employee.

If a staff member and staff member's spouse gives proper notice of their intent to retire and the staff member or staff member spouse who meets the eligibility requirements to continue insurance dies before the effective date of retirement, and then the surviving staff member will be permitted to retain Group Health Insurance coverage as provided herein, until he or she qualifies for Medicare or qualifies for group health insurance with another employer.

The parties wish absolutely in this Retaining Insurance section to minimize any possibility of the School Corporation assuming any insurance obligation or function whatsoever or becoming a self-insurer or co-insurer, since any resulting liability or damages would be borne directly by the Corporation and indirectly by working staff members and would therefore be against the interest of both negotiating parties.

The rights granted in this section to retain certain insurance are therefore extended only with the following specific conditions and agreements. Individuals who wish to retain insurance shall, in accepting coverage, be deemed to have given their constructive consent to such conditions and agreements, shall be held to the knowledge of this section, and shall be held to the knowledge that the School Corporation acts only in reliance upon such conditions and agreements:

- a. Under no circumstances shall the School Corporation be deemed to have undertaken any legal obligation to individuals retaining insurance other than the single duty to receive premium payments from such individuals and remit to the insurer such monies as the Corporation receives from that individual.
- b. When receiving premium monies from employees or retired employees to pay to the appropriate insurer, the School Corporation acts as an agent of the individual and not as an agent of the insurer.
- c. The employee or retired employee is fully charged with the notice of the terms of the policy in question.
- d. The School Corporation is not required to give notice of premiums due.
- e. The School Corporation is not required to give notice of cancellation or lapse.
- f. The School Corporation is not required to undertake any of the functions or obligations of an insurer, is understood not to be in the insurance business, and is not expected or required to have knowledge of or to comply with any of the laws, rules, or regulations affecting insurers.

The individual who wishes to retain insurance under this section shall work out a payment schedule with the School Corporation Central office, detailing either lump sum payments or advance installments, and shall on his/her own initiative provide the Corporation with the full amount, on a timely advance basis, of any premium which is required to cover the relevant forthcoming group premium payment by the School Corporation. Failure to make timely premium payments will result in termination of coverage.

F. Sick Leave.

Each classified employee shall be entitled to be absent from work because of personal illness or quarantine annually for the number of days listed in the applicable section of

this Appendix. If in any one year the classified employee shall be absent for such illness or quarantine less than the prescribed number of days, then the remaining days shall be accumulated to a total number of one hundred and twenty-five (125) days. Twenty (20) sick leave days may also be used during each school year of the employee's sick leave entitlement when the employee's presence is necessary elsewhere owing to the illness of such employee's spouse, parent, child, step-parents, step-children, legal guardian or in order to meet medical, dental, or vision appointments for such employee's spouse or dependent children.

Employees are encouraged to make their routine doctor or dentist appointments before arriving for work or after leaving work for the day, if possible. If time off is required for such appointments, arrangements should be made in advance with the employee's supervisor or administrator.

An employee is expected to notify his or her supervisors and/or administrators as soon as possible. Generally, this should be one or two hours before the beginning of each work day during illness or injury. Exceptions to this include a serious accidental injury or hospitalization, or when it is known in advance that the employee will be absent for a certain period of time.

A medical statement from the employee's doctor may be requested by the Seymour Community Schools when an employee is absent from work for more than five working days.

Pro-Rated

Hire Month	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Days 10	10	10	9	8	7	6	5	4	3	2	1	0
8	8	8	7	6 ½	5 ½	5	4	3	2 ½	2	1	0
6	6	6	5 ½	5	4	3 ½	3	2 ½	2	1 ½	0	0
5	5	5	4 ½	4	3 ½	3	2 ½	2	1 ½	1	½	0

G. Bereavement Leave.

Should there be a death in the employee's immediate family, the employee shall be entitled to be absent without suffering loss of compensation for a period up to seven (7) consecutive calendar (not school) days. In computing this allowable absence, the calendar day which immediately follows the death, rather than the date on which the death occurs, shall be counted as the first day. Documentation of relationship may be requested.

H. Immediate Family.

For the purpose of bereavement leave, the term "immediate family" shall mean:

- | | |
|--------------------|-----------------|
| Father | Husband |
| Mother | Wife |
| Father-in-law | Child |
| Mother-in-law | Grandchild |
| Step-father | Step-child |
| Step-mother | Son-in-law |
| Grandparent | Daughter-in-law |
| Grandparent-in-law | Legal guardian |

Brother
Sister

Step grandchild
IRS eligible dependent

or any person who has been domiciled and residing in the employee's home as a lifelong member of the employee's family

I. Funeral Leave.

One day's absence shall be allowed without loss of compensation for attendance at the funeral of:

uncle	uncle-in-law
aunt	aunt-in-law
nephew	niece
brother-in-law	sister-in-law

Documentation of relationship will be requested.

J. Jury/Court Duty.

Each classified employee will be excused for jury duty or when subpoenaed to appear as a witness in court as a result of employment with Seymour Community Schools. Should the employee serve and be paid his/her full regular salary by the Board, such employee shall return to the school corporation the total amount of per diem allowance earned by the employee while on jury duty.

Should the employee be excused from court or the hearing has been cancelled, the employee should contact their supervisor or designee immediately to be instructed on whether to report to work or not. If the employee is instructed to report to work and fails to do so, then the employee must use vacation or personal time off.

K. Personal Leave.

Classified employees shall be granted personal leave per school year without loss of pay for the number of days listed in the individual sections of this Appendix.

This leave is to be used for personal business and personal or civic affairs that cannot be accommodated during the regular off duty hours.

Request for personal leave shall be made in writing at least one day prior to such leave and shall be submitted to the immediate supervisor. The employee will subsequently be notified of the approval or disapproval of such request.

Any accumulated Personal business days not used above 5 (five) days will be transferred to accumulative sick leave.

Pro-Rated

Hired	Year	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Days	3	3	3	2 ½	2 ½	2	2	1 ½	1 ½	1	1	0	0
	2	2	2	2	1 ½	1 ½	1 ½	1	1	½	½	0	0
	1	1	1	1	1	½	½	½	½	½	0	0	0

L. Maternity Leave.

A classified employee who is pregnant shall be entitled, should such classified employee wish to take a leave of the maximum length, to a leave of absence for a

period which begins at the time such classified employee furnished the School Corporation with a physician's statement which certifies the fact of her pregnancy and which may continue until one (1) year following the live birth of the child, but no longer. However, to obtain a leave of maximum length, the classified employee must also comply with the requirements which are set out below.

A classified employee who is pregnant may continue in active employment as late into her pregnancy as her attending physician determines, provided that she is able to fulfill the requirement of her job. A statement from the physician with regard to such determination shall be provided the School Corporation upon request. The School Corporation shall not allow the classified employee to return until such classified employee furnishes a physician's statement that she is able to return and fulfill the requirements of her job. However, should it appear upon the classified employee's return that she has not in fact recovered her health sufficiently to resume her full duties the Corporation shall have the right to demand and receive additional statements from the physician with regard to the apparent non-recovery and may restrict the return based thereon.

Except in cases of medical emergency, the classified employee must notify the School Corporation of her intention to take pregnancy/childbirth leave no less than thirty (30) calendar days in advance of the date on which she desires to begin her leave.

At the time of such notification, or as soon as reasonably possible in cases of medical emergency, the classified employee shall also notify the Superintendent of her estimated time of return to work, or should such be the case, of the fact that she does not intend to resume her duties. If the classified employee intends to return to work, she shall in addition keep the School Corporation advised of any changes in such estimated time.

Any classified employee taking leave of absence under this policy may use any days of sick leave which the classified employee has accumulated, but shall be required to present a doctor's certificate of disability to justify such use of accumulated sick leave days. Such use of sick leave shall be limited to the classified employee's personal disabilities directly related to pregnancy and/or to the birth of the child.

M. Family and Medical Leave Act (FMLA)

Seymour Community Schools understands that its employees on occasion will have the need to take an extended period of time away from work to care for their child after birth or adoption or foster care placement, to care for their spouse, child or parent with a serious health condition, or because of a serious health condition of their own. In recognition of this need, the Seymour Community Schools has voluntarily adopted the Family and Medical Leave Policy as a benefit of employment. For complete details of this policy, please refer to Board Policy # 4430 FMLA. Employees who have exhausted all of their paid leave and available FMLA is exhausted, the employee should return to work, retire (if eligible), resigns, or is terminated. Any employee in good standing as determined by the Superintendent or Designee may request in writing their desire to return to work if any position is available and the employee is qualified to such work.

N. Military Leave

The School Board recognizes that military service by support staff members is a service benefiting the entire school community and the Board is committed to supporting this service by providing military leave to eligible support staff members. The Board reserves the right to establish conditions for leaves of absence for military service and reemployment in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) as amended and Indiana law. For complete details of this policy, please refer to Board Policy #4437 Military Service Leave.

O. Holidays

Classified employees will be paid their regular daily salary for the days listed as holidays under the conditions of employment in the appropriate individual sections; however, the employee must have worked (or been in pay status) both the last scheduled work day preceding and the first scheduled work day following the holiday to be eligible for holiday pay.

The Superintendent or Designee shall establish alternative dates of non-work when the paid holiday falls on a Saturday or Sunday.

P. Vacations.

Full time (30 hours or more per week), 12 month employees shall be eligible for ten (10) days of vacation after one full year of employment (pro-rated, see chart) in the school corporation. One additional day of vacation shall be added each July 1st after the 5th year of service and for each additional year of service with a maximum award of 20 vacation days.

Hire Month	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Vacation Days	10	10	9	8	7	6	5	4	3	2	1	0

Vacation schedules must be approved by the immediate supervisor. Classified personnel terminating employment prior to their first July 1st date of employment forfeit any vacation entitlement. Vacation days should be used during the fiscal year granted (7/1-6/30) and may not be carried over to the subsequent fiscal year; any unused vacation days remaining on 6/30 of any year will be paid at the employee’s daily rate during the month of July.

Q. Retirement Severance Pay.

Upon retirement classified staff that are at least 55 years old and have had at least 15 years of employment in the school corporation will be eligible to receive \$75.00 per diem for unused leave days with a maximum of 125 days. (Maximum severance pay - \$9,375)

A minimum of two weeks’ notice is required for retirement unless an emergency exists due to disability.

R. Worker's Compensation.

The Seymour Community Schools shall participate under the Indiana Worker's Compensation Act and Worker's Occupational Disease Act, so that employees who suffer from injuries or diseases which qualify under the provisions of such laws shall receive compensation in accordance with such laws. If the medical provider charges the

school corporation for any missed employee worker's compensation appointments, the employee will reimburse the school corporation the amount charged by the medical provider.

S. Tax Sheltered Annuity.

Tax sheltered annuity plans are available to staff members who wish to participate.

T. Section 125.

Classified personnel working at least 17.5 hours/week are eligible to participate in a Section 125 (Flexible Fringe Benefit Plan) for the payment of medical, dental, vision, hospital indemnity, cancer, accident insurance premiums and medical or dependent care reimbursement plans.

U. Public Employee Retirement Fund (P.E.R.F.)

All employees working 600 hours or more shall be enrolled in PERF.

V. Substitute and/or Temporary Employees

All substitute and/or temporary employees are only eligible for sheltered annuities and worker's compensation. No paid leave is allocated or accrued.

W. Unpaid Personal Leaves of Absence

SCS does not routinely grant unpaid personal leave of absences. However, SCS may grant an unpaid personal leave of absence on an individual basis. The decision to grant an unpaid leave will be based on the length of the requested leave, the length of service, the level of job performance, and the overall operational needs of SCS. The Superintendent or Designee may approve unpaid leaves of absence after consultation with the appropriate supervisor or director or administrator and the school board. Unused vacation days, paid personal leave days and paid sick leave days must be taken at the beginning of a personal leave of absence.

X. Returning to Work After Non-Work Related Injury, Accident, or Illness

An employee returning to work from a non-work related injury, accident or illness (surgery, accident, child birth, etc) must provide to the Benefits Coordinator a dated doctor's statement releasing the employee to return to work "WITHOUT RESTRICTIONS."

Y. Sick Leave Bank.

Employees allotted sick leave each year are eligible to participate in a voluntary Sick Leave Bank. A voluntary Sick Leave Bank shall be created as follows:

II. SALARY SCHEDULE AND CONDITIONS OF EMPLOYMENT

A salary schedule commensurate with the required work, the responsibility of the position, and the general wage scale of the community, shall be developed and maintained. The Board of School Trustees shall regularly review the salary schedule for classified personnel.

A classified employee's anniversary date of employment must be a minimum of 8 months prior to the effective date of July 1 to qualify for advancement on the years' experience column of the applicable salary schedule.

A classified employee moving to a new classification and/or category may not receive years' experience credit obtained in the previous classification and/or category. The employee could be placed at "0" years experience on the salary schedule of the new classification and/or category.

III. PAY DATES

Eligible employees must choose their payroll options on the form provided by the Business Office, as per 409a stipulations.

SPECIAL NOTES:

Employees can't move more than one step on the salary in any given year regardless of their years of experience.

Sick Leave Bank

A voluntary Sick Leave Bank shall be created as follows:

A. Funding.

(1) Each full time classified staff member in the Corporation may contribute during any appropriate enrollment period, one (1) day of such employee's unused sick leave to the Sick Leave Bank. Enrollment shall be open from September 1 until September 30 of each school year. An employee hired by the Corporation after the annual enrollment period has passed shall have thirty (30) days from the date of employment to enroll in the Sick Leave Bank. Enrollment in the Sick Leave Bank shall be on the prescribed form which is attached hereto.

(2) One (1) day shall be contributed by each member during each Open Enrollment Period, but current members shall not be required to contribute a day during any particular Open Enrollment Period if the total number of days in the Sick Leave Bank at the beginning of the Open Enrollment Period exceed one hundred (100).

(3) Should the Sick Leave Bank exhaust all days during the school year, members who wish to continue to participate for the remainder of that year shall be required to contribute one (1) additional day in order to maintain membership, but no further requests for contributions from current members shall be made during that school year even if the Sick Leave Bank becomes totally exhausted.

If the individual does not make this second contribution, such individual ceases to be a member for the remainder of that year, subject to the following exception: any person

who drew or is drawing days from the Sick Leave Bank during the year in question shall remain a member for the remainder of that year even though that individual does not contribute the second day.

(4) Employees may contribute only actual unused days of sick leave to the Bank.

(5) Once an individual contributes a day or days to the Sick Leave Bank, such contribution shall not be refundable regardless of any subsequent loss of membership or resignation of membership by the individual and regardless of any change in the individual's employment status.

(6) This shall be a strictly voluntary Sick Leave Bank, and no employee shall have any liability or obligation to maintain his or her membership or to pay or contribute sick leave days to the Sick Leave Bank or to any individual at any time when the Sick Leave Bank has become exhausted.

(7) The School Corporation shall contribute no days whatsoever to the Sick Leave Bank, nor shall the Corporation itself fund the Sick Leave Bank, in any other manner. Furthermore, the School Corporation shall in no event have any liability or obligation to pay sick leave days to or fund the Sick Leave Bank at any time when such Sick Leave Bank has been exhausted.

B. Membership.

(1) Employees shall become members by contributing one (1) day of sick leave to the Sick Leave Bank during a period of open enrollment. Membership shall be lost, however, if the individual fails to make any additional contribution, if needed (whether at open enrollment for any subsequent year or at a time when the second day is to be contributed in mid-year), which is required pursuant to the rules of the Sick Leave Bank. Individuals who have lost or failed to continue their membership are free to rejoin the Sick Leave Bank subsequently by contributing one (1) day during an Open Enrollment Period at the beginning of a school year.

(2) Membership in the Sick Leave Bank shall be open to all classified staff members who are allotted sick time each year.

C. Rules of Usage.

(1) Sick Leave Bank benefits shall be used for the personal illness, quarantine, or disability of the member only, as permitted under IC 20-6.1-5-7 (concerning sick leave). The intent of the Sick Leave Bank is for an employee requiring time off from work on a continuous basis. Days may be used on an intermittent basis only approved by the Superintendent or Designee.

Each use of the Sick Leave Bank must be supported by a written request for its use from the Sick Leave Bank member and must be accompanied by a physician's statement, substantiating the absence, indicating the nature of the illness, and giving a prognosis for the employee's return to work. In lieu of accepting statements from the member's physician, the School Corporation may at its own expense require that a member who wishes to draw or continue to draw from the Sick Leave Bank have from time to time a physical

examination from a licensed physician of the Corporation's choice in order to determine the member's eligibility.

(2) Employees must use all available paid sick leave and vacation days before accessing the sick bank. An individual member who wishes to use the Sick Leave Bank must wait at least two (2) working sick leave days without pay before use of the Sick Leave Bank will be authorized; these days are not reclaimable from the Sick Leave Bank.

(3) An individual member may not use more of the Sick Leave Bank's days during a school year than the total of his/her individual accumulated sick leave at the beginning of the school year.

(4) Applications for Sick Leave Bank usage shall be treated on a first-come, first-serve basis. In addition, several people may draw on the Sick Leave Bank simultaneously, even though the result may be a total exhaustion of the Sick Leave Bank before any or all of such persons recover from their illnesses.

(5) Days taken from the Sick Leave Bank shall apply only to those days on which an employee would receive pay if the employee was not under disability.

(6) Sick Leave Bank benefits shall not be paid for any day on which the employee takes any type of leave or attempts to combine fringe benefits (including but not limited to any Long Term Disability Insurance benefit), if such taking of leave or combination of benefits would operate in a manner such that the employee would, should Sick Leave Bank benefits be paid, draw "double" or otherwise increase pay for any day.

(7) The Sick Leave Bank shall not operate in any manner such that any employee receiving workmen's compensation benefits receives either more or less than the employee's regular pay, nor shall it operate in any other circumstance such that the employee receives on behalf of any particular day either more or less than the employee would have received should that day have been worked.

(8) Sick Leave days may be used for any authorized paydays only.

(9) Leave from the Sick Leave Bank may not be used for maternity or childbirth leave insofar as such leaves reflect accommodations made for the sake of convenience or in connection with statutory law unconnected with substantial and actual medical disability. However, Sick Leave Bank days may be used for any actual, medically-determined physical or mental disability arising out of a pregnancy or childbirth.

D. Accounting

This School Corporation shall provide members of the Bank, upon a written request, a status report on the Sick Leave Bank. Such status report shall include names of members participating in the Sick Leave Bank, the number of days in the Sick Leave Bank; number of days used to date from the Sick Leave Bank, and any other information the Corporation keeps relative to the records of the Sick Leave Bank.