

**VOLUNTARY CATASTROPHIC ILLNESS LEAVE BANK FOR  
CERTIFIED PERSONNEL OF THE MILL CREEK SCHOOLS**

**Hendricks County**

**Purpose:**

The purpose of the catastrophic illness leave bank is to relieve its members from undue financial burdens due to absence from work on a long-term basis due to illness, injury or incapacitation sufficiently severe that it would make their presence in school inadvisable. The extended sick leave policy is not designed to give unlimited sick leave to all teachers. Its primary purpose is to give a teacher substantial income protection in the event of a medical catastrophe. It is also designed to provide a maximum benefit to teachers who have utilized the regular sick leave days and personal days in a professional manner.

**Structure:**

1. The Bank will be operated on a **Voluntary** basis. A committee shall be formed to administer the Bank and to provide the information necessary to the corporation bookkeeping department. This committee shall be empowered to adopt the rules and regulations, and to make decisions required to administer the Bank so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee shall be titled the Mill Creek Voluntary Catastrophic Illness Committee (hereafter referred to as the (CIC). The CIC shall be composed of the following five persons, to be designated each year:
  - A. The Superintendent of the Mill Creek Community School Corporation, or his designee, an Administrator.
  - B. The president of the Mill Creek Classroom Teachers Association or designee, a teacher.
  - C. Three (3) Association members. These members are to be appointed by the President of the MCCTA and shall provide representation from the elementary, middle school, and the senior high levels.

2. Should a vacancy occur on the CIC, or on the Appeals Board, a replacement for the vacant position shall be appointed by the authority making the original appointment, and from the level of the original appointment.
3. One of the four Association CIC representatives will be selected to act as chairperson of the CIC. The President of the MCCTA shall designate the chairperson prior to the first meeting of the CIC.
4. The CIC shall be responsible for developing the forms needed to operate the Bank.
5. All decisions of the CIC shall be made by a majority vote of the entire committee.

**Effective Date:**

Voluntary enrollment will begin with the first day of school and end on September 30 of that school year. Teachers hired after this date will be given the opportunity to join. The new teacher shall have four (4) weeks to enroll. A confirmation of the date of the deduction will be sent to the teacher.

**Rules and Regulations:**

1. The Bank shall be established for all contributing licensed personnel of the Mill Creek Community School Corporation. Licensed personnel shall include teachers and administrators.
2. Participation is voluntary and any person wishing to participate in the Bank shall be required to donate one (1) day of his/her accumulated sick leave to the Bank. Additional days will be requested by the CIC as required by Rule and Regulation #3.
3. If the number of days in the Bank fall below thirty (30) days prior to May 31 in any school year, each participant shall be required to donate one (1) additional day of his/her accumulated sick leave to the Bank. A participant not able to donate the additional day will be required to donate a day as soon as new sick leave is granted.
4. A donation each year is not required by participating members unless the number of days falls below the minimum number as stated in Rule 3. New members will be required to donate one (1) day during their first year of voluntary membership. Donation of additional days shall follow Rule 3.

5. All days, once donated to the Bank, become the property of the, Bank.
6. All requests to receive grants from the Bank must be submitted in writing to the CIC on the prescribed Form. The earliest effective date shall be the date that the Form is received by the CIC. The CIC may waive written request if there are extenuating circumstances.
7. A person shall not be able to withdraw days from the Bank until his/her own accumulated sick leave and business days are depleted and a waiting period of five (5) days without pay is completed.
8. Days granted from the Bank shall be used only at the discretion of the CIC.
9. Any request for days from the Bank shall be acted upon by the entire CIC. The CIC shall review and recommend to the Corporation Bookkeeping Department approval or denial of all requests to draw on the Bank within five (5) working days after which such request is received by the committee. The CIC shall also make its decision known to the applicant in writing within five (5) days after a decision is reached.
10. All decisions of the CIC are subject to not more that one (1) appeal to the Sick Bank Appeals. Board.
11. If a request for the use of sick leave days is denied by the CIC, then the applicant may appeal the committee's decision to the Appeal Board within five (5) working days after the denial. All decisions of the Appeal Board must be a majority vote. If there is not a majority vote, the appeal will be denied. All decisions of the Appeal Board are final and binding. The Appeal Board will rule on any appeal within five (5) working days after receiving the appeal in writing.

**12. APPEAL BOARD:**

1. An Appeal Board will be established composed of the following five persons:
  - A. The Superintendent of Schools of the Mill Creek Community School Corporation or his designee.

- B. The MCCTA President or designee.
  - C. Three (3) members will be appointed by the MCCTA President, one (1) from each level.
- 2. The MCCTA President, or designee, will act as chairperson of the Appeal Board.
- 13. The Bank is excluded from the grievance procedure.
- 14. The CIC will review each case as required. The application shall be accompanied by a statement from the attending physician describing the nature of the disability and the approximate length of the disability, if known. The medical review will be at the expense of the member. The CIC reserves the right, if necessary to limit the number of days granted.
- 15. The maximum dollar expenditure from the Bank during the contract year cannot exceed 100 days X the substitute pay rate. If these amounts are reached at any time during the budget year, the CIC will meet and resolve the problem.
- 16. A recipient of days from the Bank who stays in the employment of the Mill Creek Schools shall be required to repay one (1) day per year (or more if they desire) until all days have been repaid.
  - A. If a participant remains an employee of the Mill Creek Schools and decides to withdraw from the Bank, any days donated remain the property of the Bank, and any days owed the Bank shall be deducted the same as if the person was continuing to be an active member until these days are repaid.
  - B. Repayment will begin with the school year immediately following withdrawal of days from the Bank.
- 17. A recipient of days from the Bank who leaves the employment of Mill Creek Schools shall be required to repay all days in one of the following ways:
  - A. The recipient will transfer any accumulated sick days to the Bank as payment of the loan, if sufficient to repay the loan.

B. The recipient will have the financial value of the remaining days owed deducted from his/her final checks at the daily rate of the substitute teacher at the time of his/her loan. The number of days repaid in this manner will be credited to the Bank.

18. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank shall, as a condition to such application, agree in writing substantially as follows:

"I specifically acknowledge and agree that the granting of days from the Voluntary Catastrophic Illness Bank shall be at the sole discretion of the Catastrophic Illness Committee or in the event of an appeal, the Appeal Board, and that all decisions of the Catastrophic Illness Committee or the Appeal Board will be final and binding. I further agree to abide by such decisions and to indemnify and hold harmless the Mill Creek Teachers Association, and the Mill Creek Community School Corporation, the Catastrophic Illness Committee, and the Appeal Board and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of the them concerning this application."

#### ANNUAL REPORT:

1. An annual report of the Bank will be published on or before May 31 for each budget year the Bank is in operation. This report will be published by the President of the Association and approved by the Superintendent of Mill Creek Community School Corporation prior to publication. The report will include a statement of:
1. The number of days contributed to the Bank
  2. The number of days remaining in the Bank
  3. The number of requests and number of approvals