2011 - 2012

CONTRACT

BETWEEN

THE BOARD OF TRUSTEES

OF THE

SOUTH GIBSON SCHOOL CORPORATION

AND

SOUTH GIBSON TEACHERS’ ASSOCIATION

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\*This Table of Contents is included as an item of information only.

CONTRACT

This Contract entered into this 30th day of September, 2012 by and between the Board of Trustees of the SOUTH GIBSON SCHOOL CORPORATION, hereinafter called the "BOARD", and the SOUTH GIBSON TEACHERS’ ASSOCIATION, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the “ASSOCIATION”.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the South Gibson Teachers Association as the exclusive representative of all teachers in the school corporation.

B. Definitions

1. The term "teachers," when used in this Contract, shall refer to all certified personnel, as defined in Acts 1973, Public Law 217, employed by the Board except Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Manager, and Administrative Assistant.

2. The terms "Board" and "Association" shall include authorized officers, representatives, and agents.

3. The term "school corporation," when used in this Contract, shall refer to the South Gibson School Corporation of the County of Gibson of the State of Indiana.

4 The term **"**emergency,**"** when used in this Contract, shall refer to a condition or situation which could not have been anticipated under normal circumstances.

5. The Association Building Committee shall consist of three (3) teachers who are working in a school and are selected by the teachers in the building who are Association members.

6. When reference is made to male teachers in this Contract, it also includes female teachers.

ARTICLE II

**ASSOCIATION RIGHTS**

A. If any provisions of this Contract or any application of this Contract to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Within six (6) weeks after the beginning of the school year, the Association shall deliver to the Board the names of teachers who authorize payroll deductions for Association dues or assessments and the amounts of same. The Board shall deduct such sum in ten (10) equal payments, starting with the first pay check in November. The deductions shall be remitted monthly to the Association. Upon termination of an individual contract, the business office shall deduct all unpaid association dues from the remaining pay check(s).

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, hospitalization and major medical insurance, life insurance, and long-term disability insurance as presently in existence.

D. The Board shall make available, on request by the Association, any and all information, statistics, and records that are of public record and which are relevant to negotiations or necessary for the proper enforcement of this Contract. Any cost for materials will be paid by the South Gibson Teachers Association to the South Gibson School Corporation.

E. All authorization for tax shelter annuity salary reductions shall be made to the Central Office in writing and signed by the teacher. The deduction will go into effect on the next possible payroll.

ARTICLE III

COMPENSATION

A. The salaries of teachers for the designated school year are set forth in Appendix "A".

B. Salary differentials, other than those listed in Appendix "A", shall be found in Appendix "B".

C. A teacher who received extra-curricular pay for one or more extra pay duties may at his option select one of two ways to receive his pay.

OPTION I:

The teacher may present, in writing, a request to the Central Office to receive the extra duty pay in one check. This request must be made no later than ten (10) calendar days after the opening day of school. If an assignment is made after the opening of school, a teacher will have five (5) days to notify the Central Office in writing of the plan he wishes to follow. Failure to notify the Central Office in writing during the allotted time period will indicate to the Treasurer that the Treasurer may assign the teacher to either plan without grievance.

These checks will be issued four (4) times each year and will be issued when proper written notification from the school principal is received stating that said extra-curricular duty was satisfactorily completed. Cut-off dates for Principal notification to the Central Office in writing are: October 31, December 1, March 12, and May 12. If a program is in a tournament, or extended beyond the end of school, and the Principal is definite that the sponsor will see the program through, then this program may also be certified for payment on May 12, and every effort will be made to pay by the last day of school.

Lump sum pay will be made on the next pay day after the regular Board meeting following the dates established above on Principal notification. The only exception will be in December when, if adequate appropriation is not available, payment will be made in January.

OPTION II:

A teacher may select to have the extra-curricular pay divided over the number of checks left to be issued on the school year contract after the notification is made.

D. Effective beginning in the 1992-93 school year, the amounts in (1) the salary schedule herein contained in Appendix A, (2) the extra-curricular pay herein contained in Appendix B, and (3) to the extent allowed by law, the retirement pay herein contained in Article VII include the three percent (3%) of said amounts to be paid directly to the Indiana State Teachers Retirement Fund by the Board on behalf of each teacher for payment of the teacher's share of such retirement contribution. Thus the individual teacher's contract for each affected teacher shall be written for the amount of compensation payable which is less the said three percent (3%).

E. At the option of a new teacher, a check may be received on the first regular pay date after the teacher has worked at least two weeks. This check will consist of fifty percent (50%) of the gross from his first scheduled pay. The next regularly scheduled paycheck will be the remaining fifty percent (50%) due the teacher on payday. The remaining payments for the year shall remain constant with no further draws occurring.

F. South Gibson School Corporation will make every effort to employ a licensed individual for the specified amount of contracted teaching time in each position. If an individual is not available whom the corporation wants to employ, then South Gibson will ask for volunteers to teach an additional period. Additional periods will be based on certification in the desired area. The amount of pay for the additional period for a semester is two thousand five hundred sixty dollars ($2,560.00).

ARTICLE IV

SICK LEAVE AND SICK LEAVE BANK

A. Sick leave days will be awarded as follows: ten (10) days for the first year of teaching in the South Gibson School Corporation and nine (9) days per year there­after, to accumulate to one hundred eighty-eight (188) days. A written accounting on each check shall be given teachers. A teacher retiring from the corporation with one hundred fifty (150) or more sick days may transfer up to ten (10) sick days to the Sick Leave Bank.

Teachers may use up to seven (7) sick leave days each year for family illness. Family is defined as spouse, children, parents, father-in-law, mother-in-law, and anyone else residing in the teacher’s home. If these days are not used, they remain in the teacher's accumulated sick leave. A teacher with more than one hundred ninety**-** three (193) sick days on the last day of school may transfer up to three (3) sick days to the Sick Leave Bank.

B. The Board of School Trustees shall provide a sick leave bank for all certified employees, whether said

employees are included in or excluded from the bargaining unit, under the following conditions:

1. Contributions

a. Certified personnel shall be entitled to membership by donating one (1) day of accumulated sick leave. Employees have until September 15th of each year to join. Employees hired after September 15th may join the bank within twenty (20) days of their initial employment.

b. When the number of days in the bank falls below fifty (50), each member shall be required to donate one (1) more day.

c. All days donated to the sick leave bank shall lose their identity. If a member should leave the corporation or need sick days he has donated and cannot get bank approval, he may not claim his donated days or have the donated days transferred to another corporation.

2. Procedure For Using The Bank

a. To qualify for withdrawal from the sick leave bank, an individual's accumulated sick leave must be exhausted and the individual must have been out of school for a period of five (5) consecutive school days with­out any payment. Upon approval, payment shall be made from the sixth day.

b. If the applicant has taught in this school district for less than three (3) school years, he may be recommended for a maximum of thirty (30) days from the sick leave bank.

c. If the applicant has taught in this school district three (3) years or more, he may be recommended for thirty (30) days. The sick leave bank committee will review the request every thirty (30) days. There is a maximum allowance of one hundred twenty (120) days. This is to be an annual allowance.

d. Requests for withdrawal of days from the bank should be sent to the Superintendent through the building principal. All requests will be in writing and accompanying the request shall be a physician's certificate stating the nature of the illness and the estimated length of disability. Employee will be required to sign a release of Personal Health Information (PHI) form allowing the Superintendent (or designee) and the two certified employees who reside on the sick bank committee as appointed by the Association to receive information from the physician.

e. Each request is subject to review by the committee every ten (10) school days, and an additional physician's Statement may be required. The Board has the right to have their own physician check on the reported illness.

3. Administration

Recommendations for the use of the sick leave bank will be made by a committee composed of two (2) certificated employees to be elected by the certificated employees in addition to the Superintendent of Schools, or designee.

ARTICLE V

LEAVES OF ABSENCE

A. Personal Leave

Three (3) personal leave days shall be granted during the contractual year upon request in writing to the Superintendent, without loss of compensation for such absence. Personal leave days may be accumulated to a total of ten (10) days. No reason must be given other than personal business. Unused personal days above the ten (10) days accumulated shall be accumulated as sick leave until the maximum sick leave accumulation is met. Teachers shall be given an accounting of their unused personal leave days.

When a teacher voluntarily agrees to give up his or her planning period at administrative request to supervise a class, that teacher will receive one (1) additional personal day for every six (6) planning periods served. A teacher who does not serve six (6) times will carry the number of planning periods used for supervision forward during the three year period 2009-10, 2010-11 and 2011-12 (every three-year cycle) or until six (6) planning periods have been served, whichever comes first. Planning time served for supervision on a reduced schedule professional development day shall not count toward the six (6).

B. Court Leave

Court leave with pay shall be granted to teachers for the time necessary to make appearances in any court proceeding resulting from activities relating to the teacher's employment with the school corporation, provided, however, that leave with pay shall not be granted for appearances in any litigation arising from an action brought by the teacher or the Association or its affiliates against the Board, or brought by the Board against the teacher or the Association or its affiliates.

C. Jury Duty Leave

When a teacher serves on jury duty, the Board shall pay the teacher his full salary less all pay received for serving on jury duty.

D. Association Leave

At the discretion of the Association president, up to five (5) paid days per year will be available for Association business.

ARTICLE VI

RETIREMENT PAY

**Effective through June 29, 2004**

A. A payment of $115.00 for 1995-96 and $120.00 for 1996-97 per year of teaching service in the South Gibson School Corporation or in a merging school corporation and $80.00 for 1995-96 and $85.00 for 1996-97 per day of unused sick leave shall be made to a teacher who retires from the South Gibson School Corporation if his/her retirement application is approved by the State for his/her Indiana retirement benefits.

B. Any retiring teacher who qualifies for one hundred percent (100%) retirement benefits as provided by Indiana State Statute will be eligible for the following benefits:

The School Corporation will contribute each contractual year after retirement, or pro-rated fraction of a contractual year, an amount of money equal to eighty-five percent (85%) of the health insurance carrier’s family plan premium (the premium used will be the one set in November of the school year which runs through October of the next school year or the premium of the previous school year; whichever is greater) to said teacher until he is eligible for full Social Security benefits or for twelve (12) years, whichever comes first. A teacher who becomes eligible for full Social Security benefits during the year will receive a pro-rated portion of that amount for that contractual year.

This amount may be used toward the premium of the School Corporation’sgroup medical insurance for the retiree. If the retiree chooses to apply this amount to health insurance, he may select either the family plan or the single plan. Any money left over after paying the premium will be paid to said retiree annually in December. The retiree will be responsible to remit the remainder of the health insurance premium due to the School Corporation's business office prior to the due date each month or in a lump sum before the first payment is due. It is the responsibility of the School Corporation business office to notify the retiree of any premium change, and it is the responsibility of the retiree to notify the business office of any change of address.

C. A retiring teacher shall be paid the full amount of the final regular teacher's contract no later than June 30th in order that the full final year's salary can be credited to the teacher's retirement fund account, provided that the Central Office is notified by June 1st.

ARTICLE VII

BUY OUT OF RETIREMENT PAY

**Effective June 30, 2004**

A. Elimination of Prior Contract’s Retirement Pay Benefit

The Board and the Association now confirm that Article VII, entitled Retirement Pay in the Prior Contract is terminated and shall not apply to any teacher retiring from employment with the school corporation on or after this amendment’s effective date, except as otherwise specifically provided. Those teachers who retired from employment before the effective date shall only be entitled to the retirement benefits contained in the Prior Contract as of the time of his retirement.

B. Entitlement to Retirement Benefits and Vesting Requirements

Upon retirement from the Corporation, a teacher shall be fully vested in the Voluntary Employees’ Beneficiary Association (VEBA) and 401(a) buy-out benefits if the retiring teacher qualifies for one hundred percent (100%) retirement benefits as provided by Indiana State Statute. A teacher shall be

considered fully vested in the VEBA and 401(a) accounts if the teacher dies while employed by South Gibson School Corporation and is eligible for one hundred percent (100%) retirement benefits as provided by Indiana State Statute.

C. Actuarial Determination of Value of the Current Retirement Pay Benefits

The Educational Services Company has been selected to determine the present value of the unfunded retirement pay benefits described in the Prior Contract. In making this present value determination, the Educational Services 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 seven percent (7%)

each year thereafter. However, for post-retirement cash flow purposes, a four

percent (4%) interest rate is used.

2. It is assumed that an employee terminates employment at the end of the school

year in which the employee attains age fifty-nine (59) or at the end of the

current year if the individual is already age fifty-nine (59) or older. If an

employee continues employment after the attainment of age fifty-nine (59), the

employee does continue to receive all ongoing Board contributions to the

401(a) 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 is assumed to be eighty-five percent (85%) of $12,353, which is $10,500.

Irrespective of the teacher’s anticipated date of retirement, no further increase

in this annual cost is assumed. Furthermore, payments will be deemed to

terminate when the individual would be eligible for non-reduced Social

Security benefits.

4. The anticipated amount of the retirement pay shall be determined using the

amount of annual benefit described in Article VII of the Prior Contract as of June 30, 2004. However, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-nine (59), and (b) satisfaction of the vesting requirements of this Article.

5. Using the method of calculation described in Article VII of the Prior Contract the retirement pay benefit for each employee will be determined, subject to the following adjustments:

* + - 1. Sick leave accumulation shall be calculated as of December 31, 2003, projected to retirement based upon the individual’s average accumulation with a minimum of two (2) days and a maximum of nine (9) days accumulated per year through the year the employee reaches the assumed retirement age of fifty-nine (59). Each day is bought out, as of June 30, 2004, at the present value of eighty-five dollars ($85) per day.
      2. The employee’s years of service as of June 30, 2004 projected to the assumed retirement age of fifty-nine (59). Each year is bought out, as of June 30, 2004, at the present value of one hundred twenty dollars ($120) per year.

6. The present value of the future retirement pay benefits will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the retirement pay benefits had been paid directly to the employee.

7. 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, or the employee is placed on the RIF/Recall list for a period not to exceed two (2) school years, such period of leave or RIF shall not result in forfeiture, provided the employee shall return to employment following the expiration of the period of leave or reduction–in-force.

8. The termination or turnover assumption used in the calculation is two and five tenths percent (2.5%).

9. The present value of the retirement pay benefits under the Prior Contract shall be calculated, effective as of the 30th day of June, 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 basic data that will be used in the calculations, including, but not limited to, the following information as of the 30th day of June, 2004: age, years of service and accumulated sick leave as of 12/31/03. The Educational Services 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 by each individual teacher to the Board within ten (10) days of receipt of the verification sheets.

Using the above assumptions and the other data contained on the buy-out spreadsheet, the Educational

Services Company shall prepare the present value calculations for each teacher and the contributions   
 described hereinafter will be made.

D. Buy Out: TAX VEHICLE ALLOCATION PLAN(S)

1. Each teacher shall make a one-time, irrevocable selection of one of the Plans below for the distribution of the total buy-out amount due. After this single limited plan selection, assets may not be reallocated by the individual employee at any time.

VEBA Sec. 401a

IRS Code: IRS Code 501(C)9

**PLAN A**  90% 10%

**PLAN B**  75% 25%

**PLAN C**  50% 50%

**PLAN D** 25% 75%

For any individual employee’s asset allocation, if any of the plans’ percentages causes the IRS Code limits for that tax vehicle to be exceeded, that excess shall be automatically paid into the respective employee’s plan’s VEBA tax vehicle without any employee option.

2**.** VEBA. The school corporation shall contribute to a Voluntary Employees’ Beneficiary Association (“VEBA”) as described in section 501(c)(9) of the IRS Code, that amount, in accordance with the Plan selected, of the present value of the retirement pay buy-out benefits as calculated for each employee under subsection C above. Security Benefit 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 account shall be   
 invested among the investment options made available by the vendor for the VEBA.

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

(c) If an employee terminates employment before satisfaction of the vesting requirements set forth in this Article, the terminated employee’s VEBA account shall be forfeited. Forfeited amounts shall be reallocated once a year at the end of each plan year only among the then remaining separate 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. The Corporation shall pay any fee for this actuarial reallocation calculation. The VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

* + - * 1. Employees who forfeited their VEBA accounts in the same year;
        2. Employees who previously forfeited their VEBA accounts; and
        3. Employees who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty-nine (59), 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 vesting requirements set forth in this Article, a retired employee may use the amounts held in his separate VEBA account to pay VEBA allowable expenses, including health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. If an employee dies prior to retirement but after having satisfied the vesting requirement of Article VII-B, the deceased employee’s VEBA account shall be distributable to the deceased employee’s designated beneficiary or to his estate if no beneficiary designation has been made. If the decedent’s designated beneficiary is the decedent’s spouse or other dependent, and if such beneficiary is also eligible to receive medical benefits, the spouse or the beneficiary shall have a one-time irrevocable election to transfer all or a portion of the balance remaining in the deceased employee’s other benefit account to a health reimbursement account for such spouse and/or 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 premiums and expenses of the employee’s spouse and dependents. At no time may VEBA make loans to employee, his spouse, or his dependents.

(e) 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.

3**.** 401(a) Plan. The school corporation shall establish a qualified retirement plan as described in section  
 401(a) of the IRS Code. The portion of the buy-out benefits**,** in accordance with the Plan selected by  
 the employee**,** shall be contributed by the school corporation to the 401(a) plan by the 31st day of   
 December, 2004. The single investment vendor for the 401(a) plan shall be Security Benefit. The  
 401(a) plan’s terms and conditions for the administration of the 401(a) plan 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 investment vendor for the 401(a) Plan.

(b) Until such time that an employee has retired or is deceased and satisfied the vesting requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate 401(a) plan account.

(c) If an employee terminates employment before satisfaction of the vesting requirements set forth in this Article, the terminated employee’s 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated once a year at the end of each 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. The Corporation shall pay any fee for this actuarial reallocation calculation. The 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

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

(ii) Employees who previously forfeited their 401(a) plan accounts; and

(iii) Employees who have attained age of fifty-nine (59) 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-nine (59), but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

Following retirement and the satisfaction of the vesting requirements set forth in this Article, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies prior to retirement, but after having satisfied the vesting requirements of Article VII B, the deceased employee’s 401(a) plan account shall be distributable to the decedent’s designated beneficiary or to his estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) plan account.

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.

E. Retirement Savings 401 (a) and 403(b) Matching Annuity Plans

1. The school corporation shall establish qualified retirement plans as described in Section 401(a) and 403(b) of the IRS Code. Each employee may contribute into each individual’s separate 403(b) account a portion of the employee’s salary up to the maximum IRS allowance. Beginning in the 2004-2005 school year, in the event an employee contributes to his 403(b) plan account, then the Board shall match the employee’s contribution up to one percent (1%) of the employee’s base salary, excluding extracurricular but including extended employment. The Board’s matching contributions shall be sent monthly to the 401(a) vendor for posting to the employees’ accounts. The employee’s current contribution, with any current 403(b) vendor may be used to satisfy the matching amount required to receive the Board’s contribution. If the employee is not contributing to a 403(b) plan, the matching contribution may be made to a 403(b) plan with the 401(a) plan’s vendor or any other vendor approved by the Board and Association. In 2004-2005, during the enrollment for the 401(a) plan, the window for authorization for tax shelter annuity salary reductions in Article II, Section E. shall be open for enrollment or revision. 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 Security Benefit. Each bargaining unit member is immediately one hundred percent (100%) vested in these individual 401(a) and 403(b) accounts.

F. The school corporation shall not be liable to the Association nor to any employee for any advice, analysis or financial services provided by Security Benefit.

ARTICLE VIII

INSURANCE

A. The Board agrees to provide hospitalization with usual and customary benefits and major medical insurance coverage, paying eighty-five percent (85%) of the premium.

B. A part-time employee will receive the same percent of the Board’s contribution toward health insurance as the percent of time of the teacher’s contract. This affects any new employee after the 2005-2006 school year and any teacher requested part-time contract. Employment for seventy-five percent (75%) of time or greater is considered full time.

C**.** The Board agrees to provide a group term life insurance policy with a face value of fifty thousand dollars ($50,000) with A.D. & D. The Board will pay the premium except for one dollar ($1.00) to be paid by the employee. The employee may add fifty thousand dollars ($50,000) term life as provided by the policy at his own expense through payroll deduction.

D. When refunds by insurance companies are made on teacher related policies, such refunds shall be returned to the teachers who paid the premiums on a pro rata basis.

E. If allowed by the insurance carrier, a teacher who permanently retires from teaching from this school corporation, and who is at least fifty-five (55) years of age at the time of retirement;

1. May remain in the school corporation's group medical insurance program until he is eligible for Medicare benefits, provided the teacher remits the full, total premium to the school corporation's business office prior to the due date each month for the group medical insurance program; and

2. May remain in the school corporation's group life insurance program for up to seven years, subject to the school corporation’s ability to secure coverage for them, provided the full, total yearly premium for the life insurance program is remitted on an annual basis to the school corporation's business office and further provided that the coverage shall be subject to any age based reductions established by the life insurance carrier. The last year's premium will be pro-rated according to the calendar of scheduled payments.

F. The School Corporation shall provide payroll deduction for a dental insurance plan and a vision insurance

plan for all teachers. The specifications and provider(s) shall be mutually determined by the Association   
 and the Board. The employee(s) who participate shall pay the premium(s).

G. The Board agrees to provide long-term disability insurance which covers two-thirds of salary (66 2/3%)

with a one hundred eighty (180) day elimination period.

ARTICLE IX

BEREAVEMENT LEAVE

A. Five (5) paid leave days, which do not have to be taken consecutively, will be granted to all certified  
 employees for a death in the immediate family. If the days are not taken consecutively, the leave can be   
 used for the same purpose within one year from the day of death.

B. The immediate family is interpreted to mean: father, mother, brother, sister, husband, wife, child, father-  
 in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchild,   
 step child, step-parents, step-grandparents, and any other relative who at the time of death is living as a   
 member of the teacher’s household. These five (5) days shall NOT detract from accumulated sick leave.

ARTICLE X

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by one (1) or more teachers of a violation, a misapplication, or a misinterpretation of this Contract.

2. The term "teacher" includes any individual or group of individuals within the bargaining unit.

3. The term "day" when used in this Article shall be school teaching days. During the summer recess, the term shall mean weekdays.

B. The purpose of this grievance procedure is to settle equitably, at the lowest possible administrative level**,** issues which may arise from time to time with respect to specific claims of violation, misapplication, or misinterpretation of the provisions of this Contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

C. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Contract, and the Association has been given the opportunity to be present at such hearings.

D. Procedure

1. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representatives of each party.

2. Level One -- A teacher with a grievance may initiate this procedure in one (1) of the following ways:

a. He may approach the principal, assistant principal or administrative assistant concerned and discuss the matter in his own behalf.

b. He may request that a representative of the Association accompany him in approaching his principal, assistant principal or administrative assistant. In such case, the principal, assistant principal or administrative assistant shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

c. In the event that steps "a" and "b" above are unsuccessful, the teacher may file a formal grievance in writing. This written formal grievance shall be filed in quadruplicate with one (1) copy to the Association, one (1) copy to the grievant, one (1) to the principal, assistant principal, or administrative assistant, and one (1) copy for the Superintendent of Schools. A formal grievance shall be filed as soon as possible, but in no event longer than thirty (30) days after disclosure of the facts giving rise to the grievance.

d. Within five (5) days of the filing of the formal grievance in writing, a meeting shall take place between the principal, assistant principal, or administrative assistant concerned, the grievant, and the Association representative; an answer to the grievance shall be given to the grievant in writing within five (5) days.

3. Level Two -- If the grievance is not settled at Level One, it may be appealed to the Superintendent of Schools by filing a written notice with the Super­intendent of Schools, stating the grounds for the appeal. A meeting with the Superintendent of Schools shall be held within ten (10) days following the receipt of such notice and the Superintendent shall promptly notify the grievant and the Association of the date, the time, and the place where such appeal shall be heard. The Superintendent's written decision shall be transmitted to the grievant and the Association within three (3) days after the hearing.

4. Level Three -- If the grievance is not settled at Level Two, it may be appealed to the Board of School Trustees. It will be heard at the next regular Board meeting and a written decision shall be transmitted to the grievant and the Association within ten (10) days after the hearing and this shall be the final decision.

5. Other provisions relating to the Grievance Procedure:

a. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

b. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the partici­pant and are not valid basis for evaluation or consideration of awarding any professional advantage to such a teacher.

ARTICLE XI

TERM OF AGREEMENT

This Contract shall be effective as of **July 1, 2011,** and shall continue in effect through **June 30, 2012**.

Any addition or major change as to the duties and responsibilities of a teacher in an extra-curricular position will be discussed and decided by negotiations as to the appropriate category.

Whenever any notice is required to be given by either of the parties to this Contract to the other party, either shall do so by certified letter at the following addresses:

If by the Association to the Board at 1029 W 650 S

Fort Branch, Indiana 47648

If by the Board to the Association to Robin Angermeier

6242 S 600 West

Owensville, IN 47665

This Contract is made and entered into at Fort Branch, Indiana, on this 30th day of September 30, 2011 by and between the Board of Trustees of the SOUTH GIBSON SCHOOL CORPORATION, County of Gibson, State of Indiana, party of the first part, heretofore referred to as the "BOARD" and the SOUTH GIBSON TEACHERS ASSOCIATION, affiliated with the Indiana State Teachers Association and the National Education Association, party of the second part, heretofore referred to as the "ASSOCIATION".

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

Board of Trustees of the SOUTH GIBSON TEACHERS ASSOCIATION

SOUTH GIBSON SCHOOL CORPORATION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President President(s)

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Secretary Secretary

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | | |
| South Gibson School Corporation | | | | | | | | | |
| Teacher Pay Schedule 2011-2012 School Year | | | | | | | | | |
| TRAINING CLASSIFICATION | | | | | | | | | |
|  |  |  |  |  |  |  |  |  |
| Years of Experience | Bachelor's Degree | **\*** Minus 3% | Master's Degree | **\*** Minus 3% | Master's Degree +15 hours | **\*** Minus 3% | Master's Degree +30 hours | **\*** Minus 3% |
|  |  |  |  |  |  |  |  |  |
| 0 | **33,495** | **32,519.42** | **36,341** | **35,282.52** | **36,841** | **35,767.96** | **37,091** | **36,010.68** |
| 1 | **35,638** | **34,600.00** | **37,655** | **36,558.25** | **38,155** | **37,043.69** | **38,405** | **37,286.41** |
| 2 | **36,341** | **35,282.52** | **38,959** | **37,824.27** | **39,459** | **38,309.71** | **39,709** | **38,552.43** |
| 3 | **37,039** | **35,960.19** | **40,275** | **39,101.94** | **40,775** | **39,587.38** | **41,025** | **39,830.10** |
| 4 | **37,715** | **36,616.50** | **41,584** | **40,372.82** | **42,084** | **40,858.25** | **42,334** | **41,100.97** |
| 5 | **38,442** | **37,322.33** | **42,893** | **41,643.69** | **43,393** | **42,129.13** | **43,643** | **42,371.84** |
| 6 | **39,131** | **37,991.26** | **44,206** | **42,918.45** | **44,706** | **43,403.88** | **44,956** | **43,646.60** |
| 7 | **39,829** | **38,668.93** | **45,511** | **44,185.44** | **46,011** | **44,670.87** | **46,261** | **44,913.59** |
| 8 | **40,529** | **39,348.54** | **46,821** | **45,457.28** | **47,321** | **45,942.72** | **47,571** | **46,185.44** |
| 9 | **41,230** | **40,029.13** | **48,140** | **46,737.86** | **48,640** | **47,223.30** | **48,890** | **47,466.02** |
| 10 | **41,930** | **40,708.74** | **49,445** | **48,004.85** | **49,945** | **48,490.29** | **50,195** | **48,733.01** |
| 11 | **42,627** | **41,385.44** | **50,757** | **49,278.64** | **51,257** | **49,764.08** | **51,507** | **50,006.80** |
| 12 | **43,322** | **42,060.19** | **52,067** | **50,550.49** | **52,567** | **51,035.92** | **52,817** | **51,278.64** |
| 13 | **44,024** | **42,741.75** | **53,371** | **51,816.50** | **53,871** | **52,301.94** | **54,121** | **52,544.66** |
| 14 | **44,725** | **43,422.33** | **54,686** | **53,093.20** | **55,186** | **53,578.64** | **55,436** | **53,821.36** |
| 15 | **45,424** | **44,100.97** | **55,995** | **54,364.08** | **56,495** | **54,849.51** | **56,745** | **55,092.23** |
| 16 | **46,125** | **44,781.55** | **57,302** | **55,633.01** | **57,802** | **56,118.45** | **58,052** | **56,361.17** |
| 17 | **46,820** | **45,456.31** | **58,616** | **56,908.74** | **59,116** | **57,394.17** | **59,366** | **57,636.89** |
| 18 | **47,523** | **46,138.83** | **59,926** | **58,180.58** | **60,426** | **58,666.02** | **60,676** | **58,908.74** |
| 19 | **48,214** | **46,809.71** | **61,501** | **59,709.71** | **62,001** | **60,195.15** | **62,251** | **60,437.86** |
| 20 | **51,904** | **50,392.23** | **65,188** | **63,289.32** | **65,688** | **63,774.76** | **65,938** | **64,017.48** |
|  |  |  |  |  |  |  |  |  |
| *\* amount that is typed on the contract* | | | |  |  |  |  |  |

Master's Degree plus fifteen(15) graduate semester hours\* -- add $500 to the teacher’s salary.

Master's Degree plus thirty(30) graduate semester hours\* -- add $750 to the teacher's salary.

\*Post~Master's graduate semester hours (earned after date of issuance of Master's Degree) must be in areas in which the teacher holds a valid Indiana teaching license. In all cases all said hours must be earned from an institution accredited by one of the six regional accrediting agencies (New England, Middle States, North Central, Northwest, Southern, and Western) and approved by the Indiana Department of Education.

A written request, along with a certified copy of an official transcript showing the graduate semester hours, must be on file in the Superintendent's Office seven(7) days prior to the first day of school as represented on the official school calendar or Feb. 1.

APPENDIX B

EXTRA-CURRICULAR PAY

CATEGORY I .21 -- Athletic Director, Primary Sports-Head Coaches

CATEGORY II -- .12 -- Secondary Sports-Head Coaches, Assistant Primary Sports,

Band Director, Assistant Athletic Director

CATEGORY III .07 -- Other Sports Heads, Secondary Sports Assistants, Summer Band, Middle School Football, Basketball, Volleyball, Softball, Soccer, and Assistant High School Band

CATEGORY IV .05 -- Drama, Yearbook, Newspaper, Orchestra, Athletic Aide,

Summer Assistant Band

CATEGORY V -- .04 -- Grade Basketball, Middle School Track, Middle School Wrestling, Cheerleader Sponsor, Chorus, Spring Musical, Grade Music, Middle School Cross Country, Assistant Softball, and Assistant Soccer

CATEGORY VI .03-- Club Sponsors, Senior Sponsor (1), and Chorus Line

CATEGORY VII .02-- Department **H**eads, Middle School Yearbook, Middle School Newspaper, Middle School Cheerleader Sponsor, Winter Football Weight Program Starting Two (2) Weeks After Football Season and Ending March 1, Summer Weight Program For All Sports Starting Around June 12 and Ending Around August 4—Or For A Period of Eight (8) Weeks, With The Stipend To Be Pro-rated Among The Teachers Involved.

CATEGORY VIII -- .008750 Summer Basketball Per Week

1. ALL INDICES are based on the B.S. beginning salary.

2. PRIMARY SPORTS ARE: High School Football, High School Basketball

3. SECONDARY SPORTS ARE: Baseball, High School Track, High School Volleyball, High School Wrestling, and Softball

4. OTHER SPORTS ARE: Cross Country, Tennis, Golf.

NOTE: When additional extra-curricular help is established, the salary for same shall be

negotiated by the Board and the Association.

NOTE: Mentor teacher stipend is set by the State of Indiana.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| South Gibson School Corporation | | | | | | |
| 2011-2012 | | | | | | |
| 6829 | Athletic Director |  | 976 | Club Sponsors | |  |
| 6829 | Football (Head) |  | 976 | Senior & Junior Sponsor | | |
| 6829 | Basketball (Head) |  | 976 | Super Bowl | |  |
| 6829 | Girls Basketball (Head) |  | 976 | Chorus Line | |  |
| 3902 | Baseball |  | 650 | Department Head | | |
| 3902 | Track (3) |  | 650 | Middle School Yearbook | | |
| 3902 | Volleyball |  | 650 | Middle School Newspaper | | |
| 3902 | Swimming |  | 650 | Middle School Cheerleading | | |
| 3902 | Wrestling |  | 650 | Weight Program | |  |
| 3902 | Assistant Football |  | 650 | Spell Bowl | |  |
| 3902 | Assistant Basketball |  | 285 | Summer Sports Program (per week) | | |
| 3902 | Assistant Girls' Basketball |  | 600 | Mentor |  |  |
| 3902 | Girls' Softball |  | 1626 | Athletic Aide | |  |
| 3902 | High School Band |  | 1626 | Summer Assistant Band | | |
| 2276 | Cross Country |  | 2276 | Assistant High School Band | | |
| 2276 | Tennis (Fall or Spring) |  | 3902 | Assistant Athletic Director |  |  |
| 2276 | Assistant Softball |  |  |  |  |  |
| 2276 | Soccer |  |  |  |  |  |
| 2276 | Golf |  |  |  |  |  |
| 2276 | Assistant Baseball |  |  |  |  |  |
| 2276 | Assistant Volleyball |  |  |  |  |  |
| 2276 | Assistant Swimming |  |  |  |  |  |
| 2276 | Assistant Wrestling |  |  |  |  |  |
| 2276 | Middle School (Football, Basketball & Volleyball) | | | |  |  |
| 2276 | High School Summer Band |  |  |  |  |  |
| 1626 | Drama |  |  |  |  |  |
| 1626 | Yearbook (High School) |  |  |  |  |  |
| 1626 | Newspaper (High School) |  |  |  |  |  |
| 1301 | Assistant Soccer |  |  |  |  |  |
| 1301 | Middle School Cross County | |  |  |  |  |
| 1301 | Grades (5 & 6) Basketball |  |  |  |  |  |
| 1301 | Middle School Track |  |  |  |  |  |
| 1301 | Cheerleader Sponsor (High School) | |  |  |  |  |
| 1301 | Chorus |  |  |  |  |  |
| 1301 | Spring Musical |  |  |  |  |  |
| 1301 | Grade Music |  |  |  |  |  |
| 1301 | Middle School Wrestling |  |  |  |  |  |