

20222023-20232024

CONTRACT

BETWEEN

THE BOARD OF TRUSTEES

OF THE

SOUTH GIBSON SCHOOL CORPORATION

AND

SOUTH GIBSON TEACHERS' ASSOCIATION

## TABLE OF CONTENTS\*

ARTICLE	SUBJECT.....	PAGE NUMBER
I	RECOGNITION .....	3
II	ASSOCIATION RIGHTS .....	3
III	COMPENSATION .....	4
IV	SICK LEAVE AND SICK LEAVE BANK.....	7
V	LEAVES OF ABSENCE .....	9
VI	BUY OUT OF RETIREMENT PAY (eff. June 30, 2004) .....	9
VII	INSURANCE .....	14
VIII	BEREAVEMENT LEAVE.....	15
IX	DEATH WHILE in ACTIVE SERVICE.....	15
X	GRIEVANCE PROCEDURE .....	15
XI	TERM OF AGREEMENT .....	17
	APPENDIX A EXTRA CURRICULAR PAY <del>2022-2023</del> 2023-2024.....	19

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

## CONTRACT

This Contract entered into this ~~October 25, 2022~~ October 24, 2023 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, Administrative Assistant, and Director of Gibson County Special Services.
  - 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. 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.

- C. 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.
- D. 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 salary range is ~~\$40,000~~\$42,000 to \$90,000. The salary range, effective for the ~~2022-23~~2023-24 academic year is ~~\$42,000~~\$43,000 to \$90,000 for a 100% FTE teacher. ~~A teacher who has reached the top of the salary range will not receive an increase but will receive a stipend equal to the base salary increase.~~
- B. Within these limits in Article III A, the Superintendent shall have the authority to hire a teacher at a salary based upon the needs of the school district and the availability of qualified teachers for the position.
- C. Eligibility:  
~~Teachers must not receive an evaluation rating of Ineffective or Improvement Necessary in the prior academic year, except for those teachers made exempt from this requirement by IC 20-28-9-1.5(g), and be in a paid status for a minimum of 120 days in SGSC in the previous year to receive an increase for the contract year. No certified teacher receives the increase unless active in SGSC. Teachers who do not meet the above eligibility requirements shall continue to receive their prior academic year base salary.~~  
~~Teachers must be evaluated and work a minimum of 120 days in SGSC in the previous year to receive an increase for the contract year. No certified teacher receives the increase unless actively working in SGSC.~~
- D. Experience Factor:  
~~Evaluation - The teacher must receive an evaluation rating of Effective or Highly Effective for the prior academic year. Any teacher receiving an evaluation rating of Ineffective or Improvement Necessary will not be eligible for an increase with the exception of those eligible per I.C. 20-28-9-1.5(f).~~  
~~The teacher must have been in a paid status for a minimum of 120 days in SGSC the previous year, and remains employed with SGSC.~~  
~~Worked a minimum of 120 days in SGSC the previous year, and remained employed with SGSC.~~
- E. Evaluation Factor: Evaluation Factor: The teacher must not have received an evaluation rating of Ineffective or Improvement Necessary the previous year. Pursuant to I.C. 20-28-9-1.5(g) this criteria does not apply to a teacher in the first 2 years instructing in an elementary or high school. ~~Received an evaluation rating of highly effective or effective the previous year. Pursuant to I.C. 20-28-9-1.5(f) this criteria does not apply to a teacher in the first 2 years instructing in an elementary or high school.~~
- F. The model salary schedule version 2.0 determines salaries for certificated staff. This compensation model is used in conjunction with SGSC RISE Teacher Evaluation model. The values agreed upon are:

	Components and Weights
Experience Weight for Highly Effective =	.330
Experience Weight for Effective =	.297

**Commented [AC1]:** Need to increase to \$91,000. With the increase to the base, we have some teachers over the \$90,000 mark but under \$91,000

**Commented [BP2R1]:** We are not ready to increase the top.

**Formatted:** Font color: Red

**Formatted:** Indent: Left: 0.4"

**Commented [AC3]:** Instead "No certified teacher receives the increase unless the teacher continues employment in SGSC during the current academic year."

**Commented [AC4]:** Teachers must not receive an evaluation rating of Ineffective or Improvement Necessary in the prior academic year, except for those teachers made exempt from this requirement by IC 20-28-9-1.5(g), and be in a paid status for a minimum of 120 days in SGSC in the previous year to receive an increase for the contract year. No certified teacher receives the increase unless active in SGSC. Teachers who do not meet the above eligibility requirements shall continue to receive their prior academic year base salary.

**Commented [BP5R4]:**

**Formatted:** Strikethrough

**Formatted:** Strikethrough

**Formatted:** Strikethrough

**Formatted:** Indent: Left: 0.5"

**Commented [AC6]:** Instead, "and continues employment during the current academic year with SGSC."

**Commented [AC7]:** The teacher must have been in a paid status for a minimum of 120 days in SGSC the previous year, and remains employed with SGSC.

**Commented [AC8R7]:** See the note below

**Commented [AC9]:** This needs updated since the statute language has changed

**Commented [AC10]:** Evaluation Factor: The teacher must not have received an evaluation rating of Ineffective or Improvement Necessary the previous year. Pursuant to I.C. 20-28-9-1.5(g) this criteria does not apply to a teacher in the first 2 years instructing in an elementary or high school.

Highly Effective Weight for a 4 score =	.670
Effective Weight for a 3 score =	.603
100% of increase will go on Teacher's base salary for a 1.0 or greater full time equivalent teacher. <b>Less than 1.0 FTE will receive the corresponding percentage of amount. This is based on experience/Teacher Evaluation Rubric.</b>	<p>"4"(Highly Effective) - <del>\$7,500.00</del>4,250.00</p> <p>"3" (Effective) - <del>\$6,750.00</del>3,825.00</p> <p>"2" (Needs Improvement) – no increase</p> <p>"1" (Ineffective) – no increase</p>

G. Teachers who were rated Ineffective or Improvement Necessary in the prior year will not receive any increase in the current contract year. Funds that would have been distributed to teachers rated ineffective or needs improvement will be redistributed among eligible teachers who received a rating of highly effective or effective. Funds will be redistributed by a stipend using the previous chart (F) weighted values for Effective and Highly Effective.

H. See Appendix A for extra-curricular pay.

I. Teachers who hold a High Ability endorsement or are a Lead Teacher on the Response to Intervention Team receive a \$400 stipend. Teachers who teach a dual credit or advanced placement course and do not receive a stipend based on the High Ability endorsement or are a Lead Teacher on the Response to Intervention Team will receive a \$400 stipend. Teachers who teach additional dual credit courses will receive an additional \$200 stipend for teaching two or more dual credit courses. The stipend will be paid at the end of the school year.

J. Pursuant to the authority granted the Board IC 20-28- 9-1.5(a), a certified teacher who is employed by the Board on or after October 16, 2018 and who subsequently:

1. Earns a master's degree from an accredited postsecondary educational institution with prior approval from the Superintendent, in a content area directly related to the subject matter of either a dual credit course or another course taught by the teacher, and shall have Three Thousand Dollars (\$3,000.00) paid in addition to their base salary in the year after the degree is obtained. For an Elementary Licensed Teacher, their Masters' degree must be earned in math, reading, or literacy. This supplemental amount shall be paid in each subsequent contract year.

a. For example, a certified teacher who is employed by the Board on the first day of school in a contract year has negotiated their contract base with the Superintendent at \$37,000. The certified teacher obtains approval from the Superintendent and earns a master's degree in a content area related to the subject matter taught by the certified teacher in February of the contract year. In the next contract year, the Superintendent will direct \$3,000 be paid in addition to the teacher's base salary. The second year the negotiated contract base salary is \$38,000. In the second year the Superintendent will direct \$3,000 be paid in addition to the new base salary of \$38,000. The \$3,000 shall continue to be added to the teacher's negotiated base salary in subsequent contract years.

The supplements provided under this subsection are not subject to collective bargaining but a discussion of the supplement must be held. Such a supplement is in addition to any increase permitted under I.C. 20-28-9-1.5(b).

- K. 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.

- L. Effective beginning in the 1992-93 school year, the amounts in (1) the compensation model, (2) the extra-curricular pay herein contained in Appendix A, and (3) to the extent allowed by law, the retirement pay herein contained in Article VI include the three percent (3%) of said amounts to be paid directly to the Indiana Public Retirement System (INPRS) 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%).
- M. 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.
- N. The parties agreed to bargain the following wage for a teacher who agrees to teach an additional period when a vacancy exists within their license area. Such teacher will be paid at \$4,200.00 in addition to their base salary for each semester an additional period is taught.
- O. South Gibson School Corporation will pay up to \$300 per credit hour (or lower if the amount per credit hour is lower) for the eighteen (18) hours in your content area in order to be dual credit certified or less (whichever is required for credentialing). This will be a reimbursement of the hours after the teacher completes each course with a satisfactory grade for the credential. This program will require prior approval by the superintendent and will also require a three year commitment in working for South

Gibson School Corporation or the teacher pays back to the district the amount that was paid for any hours (up to 18).

- P. South Gibson School Corporation will pay for Expanded Criminal History Checks on current employees.
- Q. Employees of the South Gibson School Corporation are paid for twenty-six pays during the calendar year starting in September.

#### ARTICLE IV

##### SICK LEAVE AND SICK LEAVE BANK

- A. Sick leave days will be awarded as personal illness or family illness 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 (100) or more sick days may transfer up to 20% of up to 188 unused sick days to the Sick Leave Bank.

Teachers may use up to nine (9) 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.

Classified support staff employed by the South Gibson School Corporation, who transition to a certified role with the corporation, will roll over all accumulated sick days and personal days at the time of transition.

- 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 15<sup>th</sup> of each year to join. Employees hired after September 15<sup>th</sup> 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 and personal leave must be exhausted, with the exception of 3 days retained for use for medically certified appointments. 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, ~~the applicant~~ 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 in a school year. ~~This is to be an annual allowance. There is a limit of 181 days used from the sick bank in a two (2) school year period. If a member uses the maximum of 181 days in a two (2) school year period, a member may not access the sick bank for 365 days from the last used sick bank day.~~
- 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 certificated employees who reside on the sick bank committee as appointed by the Association to receive information from the physician. ~~Failure to provide the required information will result in no action by the committee.~~
- 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.

### 4. Repaying The Days Borrowed

- a. If the applicant has been a member of the Sick Leave Bank and has been a member for the two (2) previous years the first -fifteen (15) days that are used from the Sick Leave Bank will be waived from repayment back to the Sick Leave Bank ~~once every five (5) years. The five (5) year wait begins upon the end of the sick bank occurrence where 15 days.~~
- b. A participant agrees to repay the Sick Leave Bank from his/her credited sick leave days at the rate of two (2) days per year upon returning to active employment with South Gibson School Corporation. An additional two (2) days will be paid back if at the end of the school year the teacher has two (2) unused sick days left. No more than a total of four (4) sick days will be paid back during a school year. Days are repaid by sick days in the order of first in- first out.
- c. If a participant's health permits him/her to return to active employment, and he/she does not elect to return to active employment with South Gibson School Corporation, or he/she elects to accept employment elsewhere, the participant agrees to repay South Gibson School Corporation for the sick leave days borrowed. This cash amount will be equal to the lower daily rate that a current substitute teacher earns for each day not paid back at the time of separation, but in no case more than he/she would have earned.
- d. A participant agrees to pay this cash amount in total upon electing not to return to active employment with South Gibson School Corporation.

**Commented [AC11]:** Remove

**Commented [BP12R11]:** I would suggest leaving this to limit in a single year.

**Commented [AC13]:** 181

**Commented [AC14]:** 181

**Commented [AC15]:** Add in:  
A teacher shall not be allowed to use sick leave bank days when such teacher is eligible to qualify for payment under the School Corporation's long-term disability insurance policy.

**Commented [BP16R15]:** I don't believe we can push this. It would be a matter of directing a staff member to the opportunity.

**Commented [AC17R15]:** North Posey as well as other corporations put in the language to prevent people from double dipping.

**Commented [BP18]:** I think we need to place the work on the requesting member.

**Commented [AC19]:** Can there be some grace when there is a person hospitalized and not able to complete the paperwork on his/her own

**Commented [BP20R19]:** Absolutely. The reason I placed this was we have people who are not completing the request timely.

**Commented [AC21]:** Instead: "the use of the fifteenth (15) day waived

**Commented [BP22R21]:** Clear this up a bit.



- e. In the case of a continued disability or in the event of death, it is understood that the participant, participant's family, or estate will have no obligation in regard to this agreement. Continued disability is to be verified by a Board and Association approved physician.

## 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, Principal without loss of compensation for such absence. Personal leave days may be accumulated each year, but a total of ten (10) days may only be used during each school year. This limitation does not ~~to~~ apply if the teacher must use more than 10 days before accessing the sick bank. No reason must be given other than personal business. Teachers shall be given an accounting of their unused personal leave days.

A teacher will receive one (1) additional personal day for every six (6) planning periods served. Coverage of these additional periods will carry forward each year until the teacher accumulates covering of six (6) planning periods.

Commented [BP23]: I want principals to run their buildings.

Commented [AC24]: Add in "before"

Commented [BP25R24]: Not sure I follow

Commented [BP26]: I tried to clean it and make it more clear.

#### 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

### 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 Contracts 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:

- (a) 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.
- (b) 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 30<sup>th</sup> 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  
IRS Code:  
501(C) 9

Sec. 401a  
IRS Code

<b>PLAN A</b>	90%	10%
<b>PLAN B</b>	75%	25%
<b>PLAN C</b>	50%	50%
<b>PLAN D</b>	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:
  - (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-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 VII

### 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 VIII

### 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 IX

### DEATH WHILE in ACTIVE SERVICE

- A. A certified employee who dies while on active service with the South Gibson School Corporation, the survivor(s), (spouse/estate), of the deceased shall be paid wages earned up to time of death, life insurance benefits provided in the collective bargaining agreement (beneficiary), and the opportunity to continue medical coverage under COBRA (if eligible).

## 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

#### **Article 1**

On the ~~46<sup>th</sup>~~<sup>44<sup>th</sup></sup> day of August, ~~2022~~<sup>2023</sup> at 6:30 p.m., a public hearing as described in IC 20-29-6-1 (b) was held at Gibson Southern High School.

On the ~~44<sup>th</sup>~~<sup>41<sup>th</sup></sup> day of October, ~~2022~~<sup>2023</sup> at 6:30 p.m., a public hearing as described in IC 20-29-6-19 was held at Gibson Southern High School.

Article 1 is attested to by the Board and Association representatives whose signatures appear below.

#### **Article 2**

During the public hearing held on the ~~46<sup>th</sup>~~<sup>44<sup>th</sup></sup> day of August, ~~2022~~<sup>2023</sup> at 6:30 pm governing body members were not allowed to participate in the public hearing by means of electronic communication. During the public hearing held on the ~~46<sup>th</sup>~~<sup>44<sup>th</sup></sup> day of August, ~~2022~~<sup>2023</sup> at 6:30 pm, members of the public were not allowed to participate in the public hearing by means of electronic communication.

During the public hearing held on the ~~44<sup>th</sup>~~<sup>41<sup>th</sup></sup> day of October, ~~2022~~<sup>2023</sup> at 6:30 pm governing body members were not allowed to participate in the public hearing by means of electronic communication. During the public hearing held on the ~~44<sup>th</sup>~~<sup>41<sup>th</sup></sup> day of October, ~~2022~~<sup>2023</sup> at 6:30 pm, members of the public were not allowed to participate in the public hearing by means of electronic communication.

Article 2 is attested to by the Board and Association representatives whose signatures appear below.

This Contract shall be effective as of **July 1, 2022**~~2023~~, and shall continue in effect through **June 30, 2023~~2024~~.**

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 3321 W 800 S  
Fort Branch, IN 47648

If by the Board to the Association to Angela Cooper  
500 S. Center St.  
Fort Branch, IN 47648

This Contract is made and entered into at Fort Branch, Indiana, on this ~~25<sup>th</sup>~~~~24<sup>th</sup>~~ day of October, ~~2022~~~~2023~~ 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 SCHOOL CORPORATION

SOUTH GIBSON TEACHERS ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President(s)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

## ECA Schedule ~~2023-24~~2022-23

Commented [AC27]: 2023-2024

<del>\$7,4668,585</del> - Boys Basketball (Head)	<del>\$1,9592,500</del> - Drama (Vaudeville)
<del>\$7,4668,585</del> - Girls Basketball (Head)	<del>\$1,9592,500</del> - Yearbook (High School)
<del>\$7,4668,585</del> - Football	<del>\$1,9592,500</del> - Newspaper (High School)
<del>\$7,266</del> - Athletic Director	<del>\$1,959</del> - Athletic Aide
<del>\$4,4805,000</del> - Baseball	<del>\$1,959</del> - Summer Assistant Band
<del>\$4,4805,000</del> - Softball	<del>\$1,8272,009</del> - Middle School Wrestling
<del>\$4,4805,000</del> - Track	<del>\$1,8272,009</del> - Middle School Cross Country
<del>\$4,4805,000</del> - Volleyball	<del>\$1,827</del> - Grades (5&6) Basketball
<del>\$4,4805,000</del> - Swimming	<del>\$1,8272,009</del> - Middle School Track
<del>\$4,4805,000</del> - Wrestling School)	<del>\$1,8272,009</del> - Cheerleader Sponsor (High School)
<del>\$4,2804,928</del> - Assistant Football	<del>\$1,6273,104</del> - Assistant Soccer
<del>\$4,2804,928</del> - Assistant Boys Basketball	<del>\$1,6271,789</del> - Chorus
<del>\$4,2804,928</del> - Assistant Girls Basketball	<del>\$1,6272,500</del> - Spring Musical
<del>\$4,2804,928</del> - High School Band	<del>\$1,6271,789</del> - Grade Music
<del>\$4,2804,928</del> - Assistant Athletic Director	<del>\$1,6272,009</del> - Assistant Cross Country
<del>\$2,8223,104</del> - Cross Country	<del>\$1,2961,789</del> - Club Sponsors
<del>\$2,8223,104</del> - Tennis (Fall or Spring)	<del>\$1,2961,425</del> - Senior & Junior Sponsors
<del>\$2,8225,000</del> - Soccer	<del>\$1,2961,425</del> - High School Academic Teams
<del>\$2,8223,104</del> - Golf	<del>\$1,2961,425</del> - Spell Bowl
<del>\$2,8223,104</del> - Middle School (Football, Basketball, Volleyball)	<del>\$1,2961,425</del> - Chorus Line
<del>\$2,8223,104</del> - Assistant Baseball	<del>\$1,2961,425</del> - Vaudeville Asst.
<del>\$2,6223,104</del> - Assistant Softball	<del>\$963-1,059</del> - Department Head
<del>\$2,6223,104</del> - Assistant Volleyball	<del>\$963-1,059</del> - Middle School Yearbook
<del>\$2,6223,104</del> - Assistant Swimming	<del>\$963-1,059</del> - Middle School Newspaper
<del>\$2,500 2,750</del> - ELL Supervisor 0-9, 10-19 Students \$250 per Council	<del>\$963-1,059</del> - Middle School Cheerleading
- Additional, <del>\$5000-5500</del> 20+ Students	<del>\$963-1,059</del> - Middle School Student
<del>\$2,6223,104</del> - Assistant Wrestling	<del>\$963</del> - Weight Programs
<del>\$2,622</del> - High School Summer Band	<del>\$963</del> - Mentor
<del>\$2,622</del> - Assistant High School Band	<del>\$291</del> - Summer Sports Programs (per week)
<del>\$3,104</del> - Assistant Track (B)	<del>\$3,104</del> - Assistant Track (G)

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Font color: Red

Formatted: Font: 12 pt, Font color: Red