

JULY 1, 2019 – JUNE 30, 2021

MASTER CONTRACT BETWEEN

THE BOARD OF SCHOOL TRUSTEES  
EAST GIBSON SCHOOL CORPORATION

AND

THE EAST GIBSON CLASSROOM  
TEACHERS ASSOCIATION



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EAST GIBSON SCHOOL CORPORATION  
AND  
THE EAST GIBSON CLASSROOM TEACHERS' ASSOCIATION

July 1, 2019 – June 30, 2021

**PREAMBLE**

In order to encourage effective and harmonious working relationships between the Board of School Trustees of the East Gibson School Corporation and the professional staff of this school corporation, this agreement is entered into and will be effective as of July 1, 2019, and will continue until June 30, 2021.

**ARTICLE I**

**RECOGNITION**

The Board hereby recognizes the East Gibson Classroom Teachers Association as the exclusive representative of all certified personnel whether under contract, on leave, or on a per diem hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all certified personnel assigned to newly created positions (IC 20-7.5-1-10). Such representation shall exclude the superintendent, assistant superintendent(s), principal(s), assistant principal(s), business manager, and administrative assistant. The term "teacher" when used hereinafter in the Contract shall refer to all employees represented by the Association in the bargaining unit as defined.

**ARTICLE II**

**DEFINITIONS**

As used in this Contract:

1. "Board" or "School Employer" means the Board of Trustees of East Gibson School Corporation and any person(s) authorized to act for said body in dealing with employees.

2. "School Corporation" means the East Gibson School Corporation, County of Gibson, State of Indiana.
3. "Certified School Employees" and "Teacher(s)" mean the certificated personnel employed by the School Employer in the bargaining unit as defined in ARTICLE I of the Contract.
4. "Association" and "Exclusive Representative" means the school employee organization which has been certified or recognized as the Exclusive Representative of East Gibson Classroom Teachers Association (CTA).

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions:**

1. A non-agreement grievance is an allegation by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication that affects the welfare and/or working conditions of employment. **Non Agreement grievances are not subject to binding arbitration.**
2. An agreement grievance is an allegation by a teacher, group of teachers or the Association that there has been a violation, misinterpretation or misapplication of any provision of the applicable parts of this agreement. This type of grievance will state specifically the section of the agreement that has been violated.
3. An "aggrieved person" is the person or persons making the claim.
4. A "party of interest" is the person or persons making the claim, any person who might be required to take action or against whom any action might be taken in order to receive the claim, and the President of the Association or his designee.

#### **B. Purpose:**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems, which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. All known evidence will be disclosed at the earliest grievance level.

2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration at Level One without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure:

If a teacher does not file a grievance in writing with the Association and the written grievance is not forwarded to the Superintendent within twenty (20) school days after the teacher knew of or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed which might not be finally resolved at Level Four under the time limits set forth herein by the end of the school term, and which if left unresolved until the beginning of the following school term could result in irreparable harm to a party in interest, the time limit set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

1. Level One.

(a) A teacher with a grievance will first discuss it with the principal or immediate superior, either directly or through the Association's School Representative, with the objective of resolving the matter informally.

2. Level Two.

(a) If the aggrieved person is not satisfied with the disposition of this grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the chairman of the Association will refer it to the Superintendent of Schools.

(b) The Superintendent will represent the Administration at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person and the chairman of the Association or his designee in an effort to resolve it.

### 3. Level Three.

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after he has first met with the superintendent or his designee, he may file the grievance in writing with the Association within five (5) school days after a decision by the superintendent, or ten (10) school days after the grievance was presented to the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the President of the Association will refer it to the Grievance Committee.

(b) The Board will meet in Executive Session at its next regularly scheduled meeting to consider all grievances, which fall under the guidelines of The Open Door Law, which have been submitted to it since the last such meeting. All such grievances, which do not fall under Executive Session considerations, will be heard in the Open Board Meeting. Any party-in-interest of the grievance shall have the right to appear before the Board and be heard. The Board's decision will be final on all grievances with the exception of grievances, which grieve an item, which is in this agreement.

### 4. Level Four.

(a) If the grievance is an applicable contractual issue and remains unresolved at the completion of Level Three, the Association shall have ten (10) school days to submit to the Superintendent a written request to enter into arbitration. Upon receipt of such request, the Superintendent or his designee and the Association shall have ten (10) school days to agree upon a mutually acceptable arbitrator and obtain commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within these ten (10) school days, a written request for a list of arbitrators shall be made to the appropriate regional office of the American Arbitration Association by either party. The list shall consist of seven (7) potential arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days. Then the parties shall have one (1) school day alternately to remove until only one (1) name remains and the person whose name remains shall be the arbitrator.

(b) According to IC 20-6.1-4-14.5, if the school employer and the exclusive representative mutually agree to binding arbitration of teacher dismissals, the arbitrator shall determine whether the hearing will be open to the public and the written decision of the arbitrator shall be presented to the governing body in open meeting and shall be made available to the public for inspection and copying. All other types of grievance shall be an open hearing.

(c) The arbitrator so selected shall confer with the Superintendent or his designee and the Association and hold the hearing promptly and shall issue his decision not later than thirty (30) school days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are received by him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of this agreement. The decision of the arbitrator shall be submitted to the Superintendent or designee and the Association and shall be final and binding upon the parties.

(d) The fees and the expenses of the arbitrator shall be shared equally by the Board and the Association.

#### D. Rights of Teacher to Representation:

1. No reprisals of any kind will be taken by the Board or by any member of the administration against any party of Interest, any Building Representative, any member of the Association or any other participant in grievance procedure by reason of such participation.

2. Any Party of Interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or an officer of any teaching organization other than the Association.

#### E. Miscellaneous:

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved group or class does not wish to do so.

2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reason therefore and will be

transmitted promptly to all parties of interest and to the chairman of the Association.

3. All documents, communications and records dealing with the process of a grievance will be filed separately from the personnel files of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and will be reproduced and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.
5. The Board agrees to make available to any grievant and/or his representative all information not privileged under law in its possession or control and which is relevant to the issues raised in the grievance.
6. The official representative of each party at any grievance level has the authority to settle the grievance.

## **ARTICLE IV**

### **LEAVES**

#### **A. Personal Leave**

Three (3) personal leave days shall be granted during the contract year without loss of compensation for such absence. No reason must be given other than personal business. Teachers shall be given an accounting of their unused personal leave days on each paycheck stub. Those personal leave days unused shall accumulate as personal leave days up to five (5) days and, thereafter, be added to accumulative sick leave days on July 1, after the close of school.

#### **B. Bereavement Leave**

When death occurs in the immediate family (immediate family shall be interpreted to mean: spouse, parent, child, brother, sister, or any other member of the family living in the same household no matter what degree of relationship) a teacher upon request will be excused from teaching for up to five (5) days per occurrence. Four (4) to be consecutive and including the day of the funeral and the fifth at the option of the teacher.

For mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepchildren, grandmother, grandfather, grandchildren, a teacher upon request will be excused from teaching up to three (3) days per occurrence. Two (2) days to be consecutive and including the day of the funeral and third at the option of the teacher. A teacher may be excused for one (1) day of bereavement to attend the funeral of any other blood relative of the teacher or the teacher's spouse.



### C. Professional Leave

The Board agrees that professional leave days with pay shall be granted for attendance at conferences of local, state, national professional organization and other program approved for C.R.U. credit. The payment of employee travel expenses, at the IRS rate per mile, and lodging expenses, shall be the Board's obligation within the limits of the Appropriation for same. The Board shall, also, pay the salaries of a substitute employed as result of granting such leave. Teachers shall be expected to give notification on the proper form, as set forth in annexed Appendix B. Forms are available from the building principal, personnel office, or the Association. Permission for such leaves must be obtained from the principal and superintendent. The employee shall file a claim for travel expenses and/or hotel lodging, if any.

### D. Legal Leave

A teacher called for jury duty or to appear before any judicial or administrative tribunal, (except that involving moral turpitude on the part of the teacher) or in an arbitration, bargaining, mediation or fact finding proceeding involving the Association and/or the East Gibson School Corporation shall receive full compensation.

### E. Personal Illness Leave

For absences caused by illness or physical disability of the teacher, each teacher shall be allowed ten (10) days each year accumulative to two hundred and fifteen (215). If a new teacher has unused sick leave in the last corporation in which he/she taught, he/she may transfer a maximum of three (3) days per year to the East Gibson School Corporation until his/her days have been fully transferred. Teachers shall be given an accounting of their accumulated sick leave on each paycheck stub. (As amended January 1, 1995.)

### F. Personal Injury Leave

Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days (subject to medical release and IC 22-3-2-20). The Corporation shall pay to the teacher the difference between his/her salary and benefits received under the Indiana Workers' Compensation Act for the period of time the teacher cannot work due to the injury not to exceed the maximum number of weeks of compensation allowed

the teacher for the injury under the Indiana Workers' Compensation Act. The benefits being paid or to be paid to any teacher receiving workmen's compensation as of the date of this agreement shall be determined by the language in the Master Contract covering the period July 1, 1988 through June 30, 1990.

## G. Sick Leave Bank

The Association may establish a voluntary sick leave bank. The sick leave bank shall provide that a teacher must have used all accumulative sick leave days before application can be made to the bank; that the teacher must have been sick five (5) consecutive days, or ten (10) non- consecutive days beyond the amount of current sick leave during one (1) contract year, and that the teacher must furnish a doctor's certificate as proof of illness or injury. The conduct of the affairs of the voluntary sick leave bank shall be under a committee or board appointed by the Association. When possible, the committee shall advise the Board of School Trustees of its meeting dates, and if desired by the Board, a representative of the Board may sit in on the meeting of the committee as a nonvoting member. Teachers who wish to join the sick leave bank must do so within the first ten (10) days of each school year. New employees who wish to join the sick leave bank must do so within the first ten (10) days of initial employment. A participating teacher shall make an initial contribution of one day. Contributions to the sick leave bank may accumulate to a limit of 150 days. When the sick leave bank accumulation falls below 30 days, each member who wishes to remain as a member of the bank must contribute another day. A total of 80 days may be drawn from the sick leave bank in any one year. Days from the sick leave bank may be recommended by the committee in accordance with these guidelines:

- 1) If the applicant has taught in this school district for less than three school years, he may be recommended for a maximum of 20 days from the sick leave bank;
- 2) If the applicant has taught in this school district three school years or more he may be recommended for 20 days or two-thirds of his own sick leave that had accumulated at the beginning of that school year, whichever is greater, but in no case shall he be recommended or more than 30 days;
- 3) The committee is not required to recommend to the Board of School Trustees the full amount of sick leave requested by the teacher.

## H. Illness in Family Leave

All teachers of the school corporation shall be allowed up to five (5) days leave per year with pay, not accumulative and not deducted from sick leave, in case of serious illness, major surgery, or serious accident involving a member of the immediate family. The term "immediate family" shall be construed to mean spouse, children, parents, brothers, sisters or others living in the home with the teacher. Presentation of proof of the serious illness, major surgery, or serious accident shall be required after two (2) days.

## ARTICLE V

### Reward for Unused Leave

1. Any teacher who does not use any sick or emergency leave, shall be rewarded by receiving three (3) additional cumulative sick leave days at the end of that contract year. This policy excludes the use of any personal or professional days.
2. If a teacher does not need all of his sick leave days entitled to accumulate to the maximum at the beginning of the school year, then any days not needed, up to a total of eleven and a half (11.5) of these unused days will be reimbursed at a rate of twenty-five dollars (\$25.00) per day (up to a maximum of \$287.50). Said sum will be added to the annual contract by signed sick leave pay addendum, and will be paid no later than the second pay in October.
3. A teacher who uses zero (0) sick, personal leave days, and/or family illness in a school year shall receive a bonus of \$300.00.
4. A teacher who uses no more than one (1) sick, personal and/or family illness leave days in a school year shall receive a bonus of \$200.00.
5. Such additional pay for which a teacher qualifies under this provision shall be paid no later than July 31, of the school year. It is also understood and agreed that no teacher shall lose any leave bonus due to days donated to the Sick Leave Bank.

## ARTICLE VI

### INSURANCE

#### A. Medical Insurance

1. For the 2019-20 school year, a one-time stipend of \$1,200.00 will be given to all full-time employees who qualify and are eligible for corporation health insurance as of September 1, 2019. Those employees who participate in the corporation health insurance policy will receive the \$1,200.00 stipend to be applied to insurance benefits using the "Pay Out" scale below:

December 2019	Premium	\$200.00
January 2020	Premium	\$200.00
February 2020	Premium	\$200.00
March 2020	Premium	\$200.00
April 2020	Premium	\$200.00
Single:	EGSC Portion	\$373.00 to \$573.00
Family:	EGSC Portion	\$429.00 to \$629.00

May 2020	Premium	\$100.00
June 2020	Premium	\$100.00
Single:	EGSC Portion	\$373.00 to \$473.00
Family:	EGSC Portion	\$429.00 to \$529.00
		<hr/> \$1,200.00

2. The Board will pay \$429.00 per month on the family plan and \$373.00 per month on the single plan, to begin on January 1, 2009. Upon written request from the Association, the Board agrees to provide hospitalization Insurance with usual and customary medical coverage. By mutual agreement of the Association and Superintendent, the choice of the carrier and types of policies will be recommended to the East Gibson School Board.
  - a. If certified employees choose health insurance, they will be enrolled the 1<sup>st</sup> day of the month following active employment. (example #1: Hired October 1, start work October 10, insurance enrollment would be November 1) (example #2: Hired June 30, start work August 14, insurance enrollment would be September 1).
  - b. If a teacher retires at the end of the school year, the teacher will remain on active health coverage until June 30 of the retirement year. The retiree has the option to continue health coverage by self-paying as an early retiree from July 1<sup>st</sup> until Medicare age eligible. Teacher's life insurance coverage continues until the month prior to the retiree reaches the age of 65 or SSNA.
  - c. "Early Retiree Status" for health insurance will begin July 1<sup>st</sup>.

#### B. Section 125

The Board agrees and the Association agrees that the Board shall provide a Section 125 Plan Generation I and II administered by the Board through an insurance carrier of its choice.

The Plan will be arranged at no administrative cost to the employees. Employees participating in the Plan shall agree to hold the Board and the Corporation harmless on a form provided by the Board. The Plan's fiscal year shall begin November 1.

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### C. Term Life Insurance

A \$25,000 term life insurance policy with AD&D (\$50,000 for accidental death) will be provided at \$1.00 cost for all teachers.

### D. Medical/Health Program Non-Participation

Those electing not to participate in the medical/health program are eligible, upon request, for a \$50,000 term life insurance policy at \$1.00 per person per year.

## **ARTICLE VII**

### RETIREMENT/SEVERANCE PAY

#### A. Severance Pay—Accumulated Sick Leave

1. This Section A applies to all teachers beginning in the 2004/2005 school year.
2. Teachers will receive thirty-five dollars (\$35.00) per day of accumulated sick leave days up to two hundred and fifteen (215). This amount shall be paid as follows:
  - a. Two thousand dollars (\$2000.00) will be paid to the teacher within thirty (30) days following the last day of the teacher's employment.
  - b. The remainder of the severance pay (if any) will be paid in two (2) equal payments to the teacher's 403(b) account on January 1 and July 1 beginning on the first calendar year of the teacher's retirement.
3. To be eligible for the accumulated sick leave severance pay, retiring professional employees must meet the following conditions:
  - a. Normally must submit in writing to the Superintendent his/her intention to retire by May 1 prior to retirement;
  - b. Must meet the State of Indiana standards for retirement (the earlier of (i) attainment of age 55 plus age and years of TRF service equal to 85, (ii) attainment of age 60 plus 15 years of TRF service, or (iii) attainment of age 65 plus 10 years of TRF service); and
  - c. Must retire from the East Gibson School Corporation.

## B. Severance Pay – Buy-Out of Years of Service

1. This Section B applies only to teachers employed or on an approved leave for the 2003/2004 school year who continue their employment for the 2004/2005 school year. Individuals who retired prior to or at the end of the 2003/2004 school year will receive any benefits due to them under the Master Contract in effect at the time of their retirement.
2. The net present value of each eligible teacher's buy-out of years will be calculated using the following:
  - a. One hundred and sixty dollars (\$160.00) per year for each actual year of service to the East Gibson School Corporation as of July 31, 2004.
  - b. Assuming continued employment with East Gibson School Corporation and retirement at age 59, but in no event earlier than attainment of eligibility for unreduced TRF benefits, one hundred and sixty dollars (\$160.00) per year for each projected additional year of service.
  - c. Discount rate of 4% for first 2 years, 5% for second 2 years, and 7% thereafter.
  - d. From gross present value amount subtract 7.65% (FICA discount).
3. The net present value amount will be deposited into a 401(a) plan account for that teacher as soon as reasonably administratively feasible after receipt of the SB 199 bond proceeds.
4. The 401(a) account of the teacher will vest when the teacher meets the State of Indiana standards for retirement (the earlier of (i) attainment of age 55 plus age and years of TRF service equal to 85, (ii) attainment of age 60 plus 15 years of TRF service, or (iii) attainment of age 65 plus 10 years of TRF service). The teacher will control the investments within the teacher's 401(a) account.
5. If an eligible and vested teacher actually retires after his/her assumed retirement age under this Section B, East Gibson School Corporation will pay the teacher one hundred and sixty dollars (\$160.00) for each year of service with East Gibson School Corporation after the assumed retirement age. The payment will be

made to a 401(a) account for the teacher by December 31 of the calendar year in which the teacher retires.

6. A certified school employee participating in the buy-out retirement program under this Section B forfeits the assets in the employee's 401(a) account, including earnings, if the teacher separates from employment with the East Gibson School Corporation prior to vesting as provided in Subsection (B)(4) above. Being subject to reduction in force and being on the recall list is not a separation from service resulting in a forfeiture. Board approved leave of absence shall not be a forfeitable event; however, it shall become one and cause forfeiture if the individual fails promptly to return to employment following the expiration of the leave period.
7. Time on the RIF recall list shall not be counted for vesting, even after an employee's return to active service, but the time that the employee had accumulated before separation by reduction in force shall be used to establish vesting when the certified school employee is recalled and returns to active service.
8. Amounts forfeited upon separation from employment before vesting shall not be reinstated if the certified school employee is subsequently rehired by the School Corporation. The vendor for the 401(a) Plan shall treat the forfeited amounts as a reduction of future contributions by the School Corporation to the 401(a) Plan under this Article XV.

#### C. Buy-Out of Early Retirement Bridge Plan

1. This Section C applies only to teachers employed or on an approved leave for the 2003/2004 school year who continue their employment for 2004/2005 school year. Individuals who retired prior to or at the end of the 2003/2004 school year will receive any benefits due to them under the Master Contract in effect at the time of their retirement.
2. The net present value of each eligible teacher's buy-out of the early retirement bridge benefit will be calculated using the following:
  - a. A benefit equal to the lesser of (i) \$6,500 per year, or (ii) the annual amount that the teacher would be entitled to receive upon attaining the age of eligibility for normal non-reduced old age insurance benefits under Title II of the Social Security Act.

- b. Payable for each year from assumed retirement age until the earlier of (i) attaining eligibility for normal non-reduced old age insurance benefits under Title II of the Social Security Act or (ii) ten (10) years.
  - c. Assumed retirement age of 59, but in no event earlier than attainment of eligibility for unreduced TRF benefits.
  - d. Discount rate of 4% for first 2 years, 5% for second 2 years, and 7% thereafter.
  - e. From gross present value amount subtract 7.65% (FICA discount).
- 3. The net present value amount will be deposited into a 401(a) plan account for that teacher as soon as reasonably administratively feasible after receipt of the SB 199 bond proceeds.
- 4. The 401(a) account of the teacher will vest upon meeting the following conditions:
  - a. The teacher has completed at least 17 years of service with the East Gibson School Corporation;
  - b. The teacher has given the Superintendent formal written notice, on or before May 1 of the year of retirement, of his/her election to retire early from East Gibson School Corporation (the requirement that the teacher retire upon completion of the school year may be waived by the East Gibson School Corporation, in its discretion, provided extenuating circumstances exist); and
  - c. The teacher actually retires and meets the State of Indiana standards for retirement (the earlier of (i) attainment of age 55 plus age and years of TRF service equal to 85, (ii) attainment of age 60 plus 15 years of TRF service, or (iii) attainment of age 65 plus 10 years of TRF service).
- 5. If an eligible and vested teacher actually retires before his/her assumed retirement age under this Section C, East Gibson School Corporation will pay the teacher the lesser of (i) \$6,500 per year, or (ii) the annual amount that the teacher would be entitled to receive upon attaining the age of eligibility for normal non-reduced old age insurance benefits under Title II of the Social Security Act, for each year after the teacher's actual retirement and before the assumed retirement age. The payment will be made to a 401(a) plan account for the teacher by December 31 of the calendar year in which the teacher retires.



6. Any teacher who retires and receives the benefit under this Section C agrees that his/her employment with East Gibson School Corporation will end on the date of retirement and he/she will not otherwise be employed by the East Gibson School Corporation in the future except that he/she may be considered by the Corporation for substitute teaching. This employment restriction requirement may be waived by the East Gibson School Corporation, in its discretion.
7. A certified school employee participating in the buy-out retirement program under this Section C forfeits the assets in the employee's 401(a) account, including earnings, if the teacher separates from employment with the East Gibson School Corporation prior to vesting as provided in Subsection (C)(4) above. Being subject to reduction in force and being on the recall list is not a separation from service resulting in a forfeiture. Board approved leave of absence shall not be a forfeitable event; however, it shall become one and cause forfeiture if the individual fails promptly to return to employment following the expiration of the leave period.
8. Time on the RIF recall list shall not be counted for vesting, even after an employee's return to active service, but the time that the employee had accumulated before separation by reduction in force shall be used to establish vesting when the certified school employee is recalled and returns to active service.
9. Amounts forfeited upon separation from employment before vesting shall not be reinstated if the certified school employee is subsequently rehired by the School Corporation. The vendor for the 401(a) Plan shall treat the forfeited amounts as a reduction of future contributions by the School Corporation to the 401(a) Plan under this Article XV.
10. If the teacher elects to stay on the East Gibson School Corporation Health Insurance Plan, expenses for such coverage will be at the retiree's own expense.

D. Section 401(a) Retirement Benefit—New Teachers

1. This Section D applies only to teachers not employed by the East Gibson School Corporation for the 2003/2004 school year.
2. At the completion of each school year, the East Gibson School Corporation will contribute to a 401(a) plan account an amount equal to .8% of the teacher's salary on the Salary Schedule for that school

year. The teacher will control the investments within the teacher's 401(a) account.

3. This 401(a) plan account will be 100% vested upon completion of the fifth contract year of teaching with East Gibson School Corporation.

## ARTICLE VIII

### RESOLUTION #11 FISCAL 1992

I, Lee R. Ayers hereby certify, that I am Secretary of East Gibson School Corporation. A corporation duly organized and existing under the laws of Indiana, that at a meeting of the board of School Trustees of the Corporation, duly held on the 2nd day of March, 1992, of which a quorum was present and acting through, the following resolutions were duly adopted, and are still in full force and effect.

Whereas the General Assembly of the State of Indiana passed Section 29 of Public Law #35-1985, be it resolved:

1. That, as of the 1st day of January, 1992, this Corporation shall pick up the mandatory contribution by the employees who are members of the Indiana State Teachers' Retirement Fund and Public Employees' Retirement Fund; and, that no contributions or implementation under this Act be committed or enacted prior to this date.
2. That said contributions, even though designated as employee contributions for state law purposes, are being paid by the employer in lieu of contributions by the employees.
3. That said contributions will not be included in the gross income of the employees for taxing authority reporting purposes, that is, for tax withholding, FICA or any other computation based on gross income, until distributed either through a retirement annuity or a lump sum payment.
4. That said employees shall not be entitled the option of choosing to receive the contributed amounts directly instead of having them paid by the employer to the Indiana State Teacher's Retirement Fund or the Public Employees' Retirement Fund.

I further certify that the action authorized to be taken by the foregoing resolutions is not contrary to any provision in any governing instruments of the Corporation.

In witness whereof, I have hereunto affixed by hand this 2nd day of March, 1992.

Lee R. Ayers  
Secretary

## ARTICLE IX

### TEACHER SALARY COMPENSATION MODEL

#### A. Compensation Model

1. **Salary Range:** The salary range is \$35,000 to \$60,909 . After the increases in this agreement are applied, the salary range for 2019-20 will be \$35,000 to \$62,127
2. **Effective for the 2019-2020 academic year, newly hired teachers will be offered a salary between \$35,000 and \$41,662 as indicated in Appendix A.** The East Gibson School Corporation superintendent may exercise his/her discretion in determining the salary in filling a vacancy based upon the needs of the school corporation and the availability of qualified teachers for the position only if the following criteria is met:
  - a. All good faith efforts have been exhausted in seeking a qualified employee at the established salary for new employees; and
  - b. The position has not been filled by July 15; and
  - c. The applicant for the position has the necessary certification to fill the vacancy; and
  - d. The salary to be offered to the applicant has been pre-approved during the established bargaining timelines by East Gibson CTA's president and Bargaining Team. It will become an item of discussion after bargaining timelines have expired. The amount must not exceed the maximum salary amount stated in this Agreement. (Emergency openings will be approved using the following guidelines excluding b above.)

#### B. Eligibility

1. To be eligible for a salary increase, a teacher:
  - a. Must not have been rated ineffective or improvement necessary in the prior year, except for those teachers made exempt from this requirement by IC 20-28-9-1.5(f), and
  - b. Must have been employed in the corporation at least 120 days in the prior year.

A teacher who does not satisfy these eligibility criteria remains at the prior year salary.

#### C. Factors and Definitions

1. **Evaluation Rating:** The teacher was not rated ineffective or improvement necessary in the prior year. An eligible teacher who was not rated

ineffective or improvement necessary, or who is exempt from this

requirement by IC 20-28-9-1.5(f) will have 1.0% of their prior year's base salary added to their current year's base salary.

2. Year of Experience: The teacher was employed in the corporation for a least 120 days in the prior school year. An eligible teacher who was employed by the corporation for at least 120 days in the prior year will have 1.0% of their prior year's salary added to their current year's base salary.

\*After all increases are applied, salaries are rounded to the nearest dollar pursuant to IC 20-28-9-5.

#### D. Redistribution

Any funds otherwise located for teachers who do not meet the eligibility criteria because they were rated ineffective or improvement necessary on the previous year's evaluation will be equally distributed to all teachers who are not rated ineffective or improvement necessary on the previous year's evaluation. The redistribution will be paid as a stipend after all salary increases have been awarded for the current contract period.

#### E. Salary Increase

1. Effective Date of Salary Increase
  - a. When the previous academic year's teacher evaluations are not finalized prior to the beginning of the current academic year, the salary increase is retroactive to the beginning of the current academic year.
  
2. Any teacher who does not receive a raise or increment under the new evaluation model may file a request with the superintendent not later than five (5) days after receiving notice that the teacher received a rating of improvement necessary or ineffective. IC 20-28-11.5-6(c) permits a teacher rated ineffective will have the right to a private conference with the superintendent.

Note: A teacher rated improvement necessary filing a request with the superintendent was not bargained, but included solely for informational purposes only.

**ARTICLE X**

**TERM OF COLLECTIVE BARGAINING AGREEMENT<sup>9</sup>**

This Collective Bargaining Agreement shall be effective as of July 1, 2019 and shall continue in full force and effect through June 30, 2021.

This Collective Bargaining Agreement was ratified by the Association:

Signed: Kalena Gries Date: 9-26-19  
East Gibson CTA President

This Collective Bargaining Agreement was ratified by the EGSC Board of School Trustees:

Signed: [Signature] Date: 10-2-19  
East Gibson School Corporation Board President

This Collective Bargaining Agreement is so attested to by the parties whose presidents' and secretaries' signatures appear below:

FOR THE ASSOCIATION

Kalena Gries  
East Gibson CTA President

[Signature]  
East Gibson CTA Secretary

FOR THE BOARD OF SCHOOL TRUSTEES

[Signature]  
East Gibson School Corporation Board President

[Signature]  
East Gibson School Corporation Board Secretary

\* The 2% salary increase is only for the 2019-20 contract year. The parties agree to open the contract during the bargaining timeline for 2020-21 to negotiate the salaries, insurance, and any of the monetary benefits for the 2020-21 school year.

## APPENDIX A

### NEW HIRES

Years Exp.	B.S.	B.S. +15	M.S.	M.S.+15	M.S.+30
0	\$35,000	\$35,338	\$36,500	\$36,838	\$37,462
1-2	\$35,400	\$36,738	\$37,900	\$37,238	\$37,862
3-5	\$35,800	\$36,138	\$37,300	\$37,638	\$38,262
6-7	\$36,200	\$36,538	\$37,700	\$38,038	\$38,622
8-10	\$37,200	\$37,538	\$38,700	\$39,038	\$39,662
11-14	\$38,200	\$38,538	\$39,700	\$40,038	\$40,662
15-17	\$39,200	\$39,584	\$40,700	\$41,038	\$41,662

The base salary listed above is for the purpose of compensating 2018-19 newly hired teachers.

### ADDITIONAL CREDIT HOURS

Hours must be taken in any subject matter that the teacher is licensed to teach or in a new area of study for which the Teacher is striving for certification. Courses must be completed before the school year (first day of school) begins. To qualify for additional money, proof of completion from the college/university must be submitted to the Superintendent no later than 21 days after the first day of school.

**APPENDIX B**  
**EXTRA-DUTY PAY SCHEDULE**  
**2019-20 SCHOOL YEAR**

The following list is what extra duty positions will pay when performing these extra duties. Extra Duty Pay Schedule is effective as of June 1, 2019

ATHLETIC DIRECTOR	5,485
ASSISTANT ATHLETIC DIRECTOR	1,793

**BASKETBALL**

Boys' Varsity	5,225
Boys' Assistant Varsity	3,015
Boys' Freshman	2,729
Boys' Grade 8	1,897
Boys' Grade 7	1,897
Girls' Varsity	5,225
Girls' Assistant Varsity	3,015
Girls' Grade 8	1,897
Girls' Grade 7	1,897
Boys Grade 6	625
Girls Grade 6	625
Boys Grade 5	625
Girls Grade 5	625
Boys Grades 5-6	1,065
Girls Grades 5-6	1,065

**FOOTBALL**

Varsity	4,705
Assistant Varsity (3)	2,625
Jr. High/Grades Head Coach	1,507
Jr. High/Grades Assistant Coach	1,065

**BASEBALL & SOFTBALL**

Varsity	2,599
Assistant Varsity	1,559
Girls' Softball	2,599
Assistant Girls' Softball	1,273

**TRACK**

Boys' Track	2,209
Girls' Track	2,209
Junior High Boys	961
Junior High Girls	961
Cross Country	(Year 1-Volunteer)

(Salary will be negotiated, during the established bargaining timelines, if team is established. It will become an item of discussion after bargaining timelines have expired.)



SWIMMING	2,209
GOLF	
Boys' Golf	2,209
Girls' Golf	2,209
HIGH SCHOOL SOCCER	
Boys' Soccer	2,209
Girls' Soccer	2,209
Assistant Varsity*	1,273
BOYS' VARSITY TENNIS	2,209
GIRLS' VARSITY TENNIS	2,209
Boys Junior High Tennis	597
Girls Junior High Tennis	597
WRESTLING	2,209
Junior High Wrestling	883
VOLLEYBALL	
Varsity	3,727
Assistant Varsity	2,000
Grade 8	1,013
Grade 7	1,013
Elementary	575
MUSIC	
Junior High/High School Band	4,000
<small>(Winter, Spring, and graduation program, Pep at basketball and football games, summer activities)</small>	
WMHS Drama/Musical Director	831
Junior High/High School Choir	441
<small>(Winter, Spring, and graduation program)</small>	
Elementary Music	
(\$147/after school performance (Maxi. of	441
SPONSORS	
Seniors (2)	467
Juniors (2)	467
Sophomores (2)	467
Freshman (2)	467
Bass Fishing	233

CHEERLEADER SPONSOR HS	1,273
JR. HIGH CHEERLEADER SPONSOR	667
BARTON	131
FRANCISCO	131
O.C.E.	131

DETENTION COORDINATOR	909
ACADEMIC COORDINATOR	831
NATIONAL HONOR SOCIETY	675
SCHOOL NEWSPAPER	831
YEARBOOK	1,247
BPA SPONSOR	805
STUDENT COUNCIL	831
PROM DIRECTOR	805
CONCESSIONS	2,027

BUS DUTY	
BARTON	649
FRANCISCO	649

Jr. High Academic Coach	233
Jr. High Spell Bowl Coach	233
Jr. High Spell Bee Coach	233
High School Spell Bowl Coach	467
Jr. High Play Director	831
High School Academic Coach (5)	467
Elementary Academic Coaches (3)	100

SADD (Salary depends on grant)

\*A team must have a minimum of 25 players and a varsity reserve schedule to qualify.

**\*If the extra-duty pay schedule includes an item that has been established to occur during daily educational hours such as a class the fee on the back page may be waived.**

**The above schedule identifies the number of staff positions for several of the ECAs. Although the parties negotiated over whether an ECA position is included in the bargaining unit, the number of positions was not bargained, but merely for informational purposes only.**

