

MASTER CONTRACT

Between

The Board of School Trustees of Goshen Community Schools and

the

Goshen Education Association

July 1, 2022 – June 30, 2023

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Article 1 – INTRODUCTION

I. RECOGNITION

The Goshen Education Association is recognized by the Board of Education of Goshen Community Schools as the Exclusive Representative and bargaining agent for teacher employees pursuant to Article 20-29 of the Indiana Code which provides for collective bargaining and discussion.

II. DEFINITION

"Teacher employee(s)" as used throughout this contract shall mean a member of the appropriate bargaining unit and represented by the exclusive representative. Teacher employee(s) are determined to be any certified employee not excepted from the unit. Those excepted from the unit are: The Superintendent, Associate Superintendent, Assistant Superintendent(s), Director of Special Education, Director of Media Services, principals, assistant principals, High School Athletic Director, Director of Technology, Executive Directors, Speech-Language Pathologists (SLP's), all ECSEC Administrators and Coordinators and any certified employee who has supervisory and administrative responsibility as defined by applicable law.

III. SCOPE OF BARGAINING

The Board of Education shall bargain collectively with the exclusive representative on the following: salary, wages, and salary and wage-related fringe benefits. See Ind. Code 20-29-6-4, as amended.

IV. PART TIME EMPLOYEES

Unless expressly stated otherwise, employees who work less than full time shall be entitled to a portion of any payment or benefit under this Agreement based on the percentage of their contract. This shall not apply to employees who do not qualify for a benefit under the terms of a benefit plan that requires a minimum number of hours worked. Examples: Job sharing teachers will receive proportion of fringe benefits and personal and sick days in proportion to their contract; part time employees will be given prep time in proportion to their contract.

Article II- SALARY / WAGES

I. PAYROLL DISTRIBUTION METHOD, PERIODS, AND DEDUCTIONS

A. DIRECT DEPOSIT

Payroll will only be distributed via direct deposit. Teachers can select any one account at one financial institution with Automated Clearing House (ACH) electronic transfer

capability for their payroll direct deposits. This limitation shall not affect deposit instructions that were in effect when the limit was adopted. If a payday falls on a Federal Reserve Bank Holiday (when payroll checks cannot be distributed electronically) the payday shall be the preceding day.

B. PAY DATES

Teachers shall be paid in 26 equal pays. Pay dates are listed in APPENDIX C.

C. DEDUCTIONS

1. Life insurance
2. Health and Dental Insurance
3. Income Protection
4. Approved annuities as set forth in the compliant IRS plan document with a third-party plan administrator.
5. Other fringe benefit insurance programs
6. Unite Way
7. Federal Tax
8. Social Security
9. State Tax
10. Dollars for Scholars
11. County Tax

D. SUMMER PAYROLL

Upon written request by the teacher-employee by **December 31st** of the current calendar year, **up to 15% of the bargaining unit may request** the remainder of contractual moneys due will be paid in full on the last pay period in June. This election must be requested each year.

II. SALARY

A. COMPENSATION PLAN

Salary Range. The salary range prior to any raises under this year's collective bargaining agreement was \$41,100 to \$74,850, not including current year increases or TRF contributions.

B. BASE SALARY INCREASES

1. General Eligibility

- a. A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for

placement on the new salary schedule or for a salary increase and will remain at their prior year salary.

- b. Notwithstanding, to the extent permitted by law, a teacher in the first two (2) full school years of providing instruction to students who receives a needs improvement rating may be eligible to receive an increase under this compensation model. The first two years shall also count towards the teacher's effective years of experience.

2. Factors and Definitions

- a. *Appendix A* – The proposed new salary schedule.
- b. *Evaluation rating* – The teacher received a highly effective or effective evaluation rating for the prior year.
- c. *Years of experience* – The total of the teacher's effective years of employment at Goshen Community Schools plus the years granted to the teacher by Goshen Community Schools at the time of the teacher's hire.
- d. *Possess a content area master's degree* – The teacher earned a master's degree in a content area as defined by the Indiana Department of Education after January 1, 2022.
- e. *Academic need* – The academic needs factor is a teacher retention catch-up and is defined as the need to retain teachers with one or more years' experience by increasing current eligible teachers' salaries to the levels on Appendix A comparable with their education and experience.

3. Distribution – Moving Teachers to the New Salary Schedule

Academic Needs – The academic needs factor is a teacher retention catch-up and is defined as the need to retain teachers with one or more years' experience by increasing current eligible teachers' salaries to the levels on Appendix A comparable with their education and experience.

Each eligible teacher shall be initially placed on the salary schedule on the row number corresponding to the teacher's years of experience completed prior to the 2022-2023 school year. For instance, an eligible teacher with six (6) years of experience at the beginning of the 2022-2023 school year and a bachelor's degree will move onto the salary schedule (Red column) at level 6 and have a base salary of \$49,300.

If any teacher's current salary exceeds the highest level on the Red column (level 17 - \$60,850) or the Hawk column (level 29 – \$75,025) the teacher will be placed so that they receive a minimum of a \$1,000 raise, except for those at the top of the scale.

These increases are in comparison to the increase in starting salaries in that it will allow current and newly hired teachers to receive more similar compensation as they reach similar circumstances.

4. Distribution – Advancing on the New Salary Schedule

- a. A teacher in the bachelor's column who satisfies the evaluation rating but does not possess a content area master's degree will advance a row in the bachelor's column.
- b. A teacher in the master's column who satisfies the evaluation rating will advance a row in the master's column.
- c. A teacher in the bachelor's column who satisfies the evaluation rating and is in the first year of possessing a content area master's degree (completed after January 1, 2022) will advance to the master's column, but remain in the same row.
- d. The increase for advancing a row in either column is \$1,050. The increase for advancing a column (but staying in the same row) is \$1,575. \$1,050 is for the evaluation rating, and \$525 is for the first year of possessing a content area master's degree. (Education is less than 50% of the increase)

5. Redistribution. Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

C. NEWLY HIRED TEACHERS

1. Newly hired teachers will be placed at a salary Level and Column on Appendix A based on the comparable years of service and education (up to eight years). Notwithstanding the eight-year restriction in the preceding sentence, when the teacher is hired in an area of limited supply, the Superintendent may recognize additional (not to exceed actual) years of service prior to placement at the for current teachers with comparable education and years of effective service. The schedule for new hire salaries for the 2022-2023 school year is included in Appendix A.

2. In lieu of or in addition to any adjustment in starting salary under the preceding paragraph, a newly hired teacher that fills a critical needs position may, at the discretion of the Superintendent, be paid a bonus stipend of up to One Thousand Dollars (\$1,000).

D. EXTRA-CURRICULAR PAY SCHEDULE -APPENDIX B

Positions on the 2022-2023 extra-curricular schedule will be calculated using an assumed base salary amount of \$34,138. (Does this need to be updated?) The number of positions identified in Appendix B is for information only and is intended to reflect the currently anticipated staffing; it does not limit or restrict the Board’s right to determine the number of such positions after discussion with the Association. A position or a number of positions established by the Board may be shared, and the associated compensation split, among more than that number of employees with the approval of the Superintendent.

E. MULTI-SCHOOL ASSIGNMENTS – TEACHERS

1. Secondary teachers with multi-school assignments who need to relocate to a different school during the school day shall receive an additional prep or:

Year	Additional Sum	Includes TRF
2022-2023	\$1,195	\$1,231

2. Elementary teachers with multi-school assignments who need to relocate to a different school during the school day shall receive an additional prep or:

Year	Additional Sum	Includes TRF
2022-2023	\$1,195	\$1,231

3. Payments made pursuant to subsections 1 and 2 constitute payment for ancillary duties; the teacher is still expected to perform all normal duties.

F. MILEAGE FOR TRAVEL ON SCHOOL BUSINESS

Authorized travel expense reimbursement will be paid at the maximum rate allowed by the IRS.

G. IN-HOUSE SUBSTITUTE AND LUNCH DUTY PAY

Teacher employees shall be paid at the rate of \$30.00 per hour for in-house substitute pay. Teachers who volunteer for supervisory lunch duty in

lieu of their duty-free lunch period shall be paid at the flat rate of \$25.00. Payments made pursuant to this section constitute payment for ancillary duties; the teacher is still expected to perform all normal duties.

H. PAY FOR TEACHING AN EXTRA PERIOD

The teacher will be paid at \$3,414 for the extra period for a semester or \$2,276 for a trimester. Payments made pursuant to this section constitute payment for ancillary duties; the teacher is still expected to perform all normal duties.

I. FUNDS FOR CURRICULUM REVISION

The Goshen Schools will provide funds for a program of curriculum revision according to established guidelines. Teacher employees shall be paid \$20.00 (20.60 including TRF) per hour for summer curriculum study and work for the period of this contract. Participation will be voluntary. The voluntary nature of participation was not bargained and is stated herein for informational purposes only.

Summer Curriculum Proposals will be submitted the Friday before Spring Break. Notification of acceptance or rejection of proposals will be delivered by May 1.

J. NATIONAL BOARD CERTIFICATION

For those certified teachers possessing National Board Certification, an additional one thousand (\$1,000.00) dollars shall be added to their contract on an annual basis.

K. EXTENDED CONTRACTS

Extended contracts for other than master or mentor teachers shall be paid on a pro-rata basis of the regular salary schedule.

An extended contract is defined as: a contract which extends the regular school year or the regular school day and requires a teacher employee to perform essentially the same activities as their regular assignment or is a necessary extension of time to comply with federal programs to obtain reimbursement for the programs.

Extended contracts in existence during the term of this contract shall be reviewed with the Goshen Education Association prior to January 1. Any new extended contract will be discussed with the Goshen Education Association prior to Board approval.

L. NIET LEADERSHIP TEAM

For the 2022-2023 school year, Master and Mentor teachers receive a stipend in addition to their regular salary because these teachers take on more responsibility and greater leadership roles and work a longer school day/year than is required of the career teachers. The expectation for mentor teachers includes the potential for approximately four (4) additional days, and for master teachers the expectation is approximately eight (8) additional days. The intent of the additional contract days for Master and Mentor teachers is to further the work of the school leadership team within the NIET structure. The stipend is intended to provide recognition and compensation for on-going preparation duties, conducted as a part of the job responsibilities. For a full-time master teacher, the stipend is \$9,000 per contract year. A full-time mentor teacher receives \$5,000 per contract year. These expressed expectations are not bargained and are state herein for informational purposes only.

M. TRANSLATION SERVICES

Teachers who are asked to translate or provide information in person or by phone call, taking them beyond their normal teaching duties, shall keep a log identifying times/dates and services with Goshen Schools, and shall be paid at the same rate as is paid for curriculum revision work under Section H of this Article.

N. HOMEBOUND INSTRUCTION

Homebound instruction pay rate shall be \$40.00 (\$41.20 including TRF).

O. BACKGROUND CHECKS

The board will pay for the cost of ongoing background checks required by law (20% of teachers per year).

P. REQUIRED PROFESSIONAL DEVELOPMENT

Teachers who are required by the Board to attend professional development outside the 184 contract days shall be paid a stipend of One Hundred Dollars (\$100) per day. This stipend only applies to full days (defined as 4 or more hours). It does not apply to TAP Core Training and TAP Summer Institute. New teachers will receive a stipend of One Hundred Dollars (\$100) per day for New Teacher Orientation, a total of Three Hundred Dollars (\$300) hundred dollars for all three (3) days. The reference to 184 contract days was not bargained and is included for information purposes only.

Q. GRANDFATHERED STIPENDS

The stipends contained herein are for teachers hired prior to the 2015-2016 school year who were then eligible for similar stipends under the 2011-2015 collective bargaining agreement. These stipends are for the 2022-2023 school year, are bargained outside the Compensation Model, and do not become part of the teacher's base salary.

1. BACHELORS PLUS PROGRAM

After completion of 15 graduate hours in an education related area teacher employee will be paid an additional sum as per the table below:

Semester Hours	Additional Sum	Includes TRF
15	\$1,092	\$1,125
22.5	\$1,639	\$1,688
30	\$2,185	\$2,251

2. MASTERS PLUS PROGRAM

Teacher employees earning graduate credit in their teaching field or closely related area which may contribute to student achievement in the GCS Corporation (such credit being earned subsequent to earning their Master's Degree) will be paid additional sums as follows:

2011-15 Semester Hours	Additional Sum	Includes TRF
7 ½	\$ 546	\$ 562
15	\$1,092	\$1,125
22 ½	\$1,639	\$1,688
30	\$2,185	\$2,251
45	\$2,731	\$2,813
60	\$3,277	\$3,375

R. TOSA STIPEND

Teachers on Special Assignment that serve as assistants to elementary school principals (TOSA's) shall receive an annual stipend of One Thousand Dollars (\$1,000).

S. DUAL ENROLLMENT OR HIGH ABILITY STIPENDS

- a. Teachers participating in approved classes required to be eligible to teach a Dual Enrollment or High Ability course may receive a stipend of up to One Thousand Dollars (\$1,000) per year (not to exceed five years), to offset the cost of enrollment in such classes. GCS may adopt and enforce guidelines to implement and enforce this provision.
- b. Teachers who instruct Dual Enrollment courses shall receive a stipend of Two Hundred Fifty Dollars (\$250) per semester per course.
- c. Certified English Language teachers shall receive a stipend of Three Hundred Dollars/year (\$300).
- d. STIPEND request will be submitted by August 31st (January 31st for 2nd semester classes) or for those hired *after August 31st*, will be paid within 30 days from your date of hire. The STIPEND AMOUNT will be divided between the teacher's remaining pay.

T. STIPENDS FUNDED BY GRANTS

- a. For the 2022-2023 school year teachers taking and completing credentialing courses pursuant to the Early College grant will each receive \$166.60 per credit hour. Teachers who hold a dual credit license and whose license is being used will receive a one-time stipend of \$500.

III. SEPARATION BENEFITS

A. ACCUMULATED SICK LEAVE RETIREMENT BENEFIT

A teacher leaving Goshen Schools with a minimum of fifteen (15) years of service to the corporation, or who meets the Rule of 75 (age plus years of experience total 75) with a minimum of ten (10) years of service to the corporation, or who is eligible for full pension benefits under IC 5-10.2, shall receive the severance benefit under this Section.

A teacher retiring from the teaching profession will receive \$45.00 for each day of accumulated sick leave up to a maximum of one hundred and fifty (150) days. He/she will receive the benefit in a cash payment to be made in June of the year of retirement, so the maximum allowable amount can be counted towards Teachers' Retirement Fund calculations. This cash payment will include two parts: (1) one part will be the maximum amount allowed by Teachers' Retirement Fund [TRF] to be included in TRF calculations and this portion will be included on the retiring employee's final pay; (2) the remaining amount of

this benefit will be deposited into the retiring employee's Post-Retirement 403 (b) account.

- B. Contributions to VEBA and 401 (a) for new employees hired after May 1, 2011, shall begin with the signing of their sixth consecutive contract.

For the 2022-2023 school year there will be a 3.00% contribution to eligible employees' VEBA and 401(a) accounts. It shall be allocated as follows: 1.50% into 401(a) and 1.50% into VEBA accounts.

- C. 401(a) Separation Benefit Qualifications:

Teachers will be vested in the separation benefit plan as follows:

1. Teachers with five (5) years of service to Goshen Community Schools shall be vested upon enrollment in the plan.
2. Beginning with 2002-03, teachers with less than five (5) years of service shall be vested upon completion of six (6) years of service to Goshen Community Schools. Teachers with less than six (6) years of service shall be vested in the plan at the rate of forty (40%) percent after three years and twenty (20%) percent additional per year thereafter until one hundred (100%) percent at six (6) years.
3. Teachers employed after May 1, 2011, who do not receive a 401(a) contribution during their first six years of service will have these years counted towards the vesting schedule. They shall be vested upon completion of their sixth consecutive year of employment.

- D. VEBA Separation Benefit Qualifications:

Teachers will be vested in the VEBA separation benefit plan in either of the following two conditions:

1. Teachers who are eligible for retirement benefits (see A under this Article X for qualifications) and retire are fully vested in the VEBA benefit plan at the time of retirement.
2. Teachers who resign from the school corporation but do not qualify for retirement benefits are vested in the VEBA benefit according to the following schedule:

- (a) Beginning with 2005-06, teachers shall be vested in the VEBA benefit plan at the rate of fifty (50%) percent after ten years and ten (10%) percent for each additional year thereafter until one hundred (100%) percent at fifteen years.
- (b) Beginning with 2011-12, teachers whose contributions do not begin until the 6th year of consecutive employment will have the first six years of their employment included towards these vesting requirements

IV. RE-HIRING OF RETIRED TEACHER

This section applies to the retiree who returns to teaching after October 2007.

- A. The retired teacher is responsible for ensuring that there is a 30-day gap between their last teaching day (retirement) and when they return under contract to teach (as a newly hired teacher with no re-employment agreement).
- B. Any retired teacher returning to teach shall be treated as a new hire and be subject to all the provisions and benefits, detailed in this contract, of a newly hired staff member except for the following:
 - 1. The retired teacher, as per statute, will not receive any Teacher Retirement Fund contribution.
 - 2. Since the retired teacher has been paid for unused sick days, the retired teacher is eligible for only those sick leave days granted yearly.
 - 3. Due to vesting requirements and a retired teacher's pay-out, the retired teacher will not continue to receive the 401(a) contribution nor the VEBA contribution.
- C. A teacher who retires, resigns from all extracurricular assignments and these assignments will be considered open. The retired teacher may re-apply for these open assignments.

Article III – WAGE / SALARY-RELATED FRINGE BENEFITS

I. LEAVES

A. PERSONAL LEAVE

Each teacher employee shall be entitled to three (3) days for the transaction of personal business and/or the consideration of personal or civil affairs during each school year without loss of compensation. The GEA and GCS recognize that educational goals are jeopardized when personal leave is used to extend regular

school vacations, and they encourage all employees to gauge personal leave requests accordingly. Therefore, GEA and GCS discourage the use of personal leave days prior to or after the Thanksgiving Holiday or Spring Break. If personal leave days are used immediately before or after these two events a written description of the reason and necessity of the absence is required. In addition, each day of such absences used will count as two days used. Using more than three consecutive days for leaves requires written description of the reason and necessity of the absence. Unused days will be added to the next year's personal leave days for accumulative to a total of six (6). Any additional unused days will transfer to sick leave. For the 2022-2023 school year, the two for one penalty shall not apply to Thanksgiving or Spring Break if the school calendar is changed in a manner that affects the dates of Thanksgiving or Spring Break due to any emergency closure of school.

Teachers who have signed their sixth (6th) contract may borrow up to three (3) personal leave days from future school years so long as no more than six (6) personal leave days are taken in any one school year. Any borrowed days shall be repaid from future allocated personal leave before any additional days may be taken. If the teacher leaves the employment of the Goshen Community Schools, the value of any days not repaid shall be deducted from the teacher's last paycheck at the teacher's daily rate of pay.

B. SICK/FAMILY LEAVE

All teacher employees hired prior to May 1, 2011, shall be permitted to accumulate sick leave from year to year without limit. Newly hired teacher employees after May 1, 2011, shall be permitted to accumulate sick leave from year to year with a limit of one hundred fifty (150) accumulated sick leave days.

All teacher employees shall be allowed family leave, non-accumulative, to be deducted from the annually granted leave for serious illness, major surgery, birth/adoption of child, or serious accident involving the employee's "immediate family". The term "immediate family" shall be construed to mean spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, grandfather, grandmother, grandchildren or any member of the family unit with legal residence in the member's household irrespective of relationship.

1. Each first-year teacher employed in the Goshen system will be granted fifteen (15) days of sick /family leave.
2. After the first year, all teacher employees shall be granted nine (9) days of sick/family leave per year.
3. For those teachers newly hired for the 2003-2004 school year and thereafter who seek retirement, the corporation shall only pay for those days transferred in at the time of retirement. Presently employed teachers

and new teachers employed by Goshen Community Schools who have accumulated days in another public school corporation will transfer those days in at the rate of six (6) days per year after the first year.

4. Extenuating circumstances such as major surgery or serious accident involving a member of the employee's "immediate family" shall merit special consideration by the Board to extend the amount of family leave days beyond the maximum granted in one year.

C. BEREAVEMENT LEAVE

Teacher employees shall be provided with up to five (5) school days in the current school year for each death event in his or her immediate family. The immediate family normally includes: spouse, children, sisters, brothers, mother, father, grandfather, grandmother, grandchildren, any similar in-law relationship brought about by marriage, any similar relationship brought about by substitute or adopted family structures, or any member of the family unit with legal residence in the teacher employee's household irrespective of relationships. Simultaneous deaths which qualify would result in only one (1) leave of up to five (5) school days without loss of compensation. Extenuating circumstances would qualify the teacher employee for additional funeral leave upon application to and approval by the Superintendent. Up to a total of one (1) day per year shall be granted for the funerals of close friends. For purposes of this Section C, a miscarriage or stillbirth shall be considered as a death of a child.

D. LEGAL LEAVE

A teacher employee called for jury duty during regular working hours shall receive compensation equal to the difference between an actual day's salary (to be computed by dividing the yearly contracted salary by the total number of working days in the current school calendar) and the compensation derived from serving as a juror. A teacher employee subpoenaed to serve as a witness during regular working hours shall receive full compensation.

E. PRE-PLANNED PAY LOSS

Those employees seeking a pre-planned absence from teaching duties without pay shall submit a request for approval to the principal and superintendent.

F. PROFESSIONAL LEAVE

The Board agrees that professional leave days may be granted for the following purposes:

1. Attending and/or participation in professional meetings relating to educational workshops, seminars, or conferences sponsored by industry, professional associations, colleges, universities, or governmental agencies concerned with public school matters.
2. Visitations to other school corporations or educational institutions for the purposes of observing instructional techniques or other instructionally oriented programs.

The Board agrees to provide funds to pay approved expenses incurred by professional leaves. Teacher employees shall report the nature of professional meetings attended and give a resume of the program.

G. MILITARY RESERVE LEAVE

1. Any teacher employee, who as a reserve member of the armed forces of the United States, is called on to receive temporary military training, shall be entitled to a temporary leave, not to exceed federal guidelines in any one calendar year. The teacher shall have deducted from his/her pay only the amount required to replace the teacher with a substitute so long as the teacher does not have the option of attending during the summer. If the training is available in the summer and the teacher chooses to attend during the school year, the teacher shall have deducted from his pay the amount received from the military service. Upon his return, he/she will be restored to his/her previous position without loss of sick leave or other benefits of employment.
2. Military Leave - A leave of absence not to exceed four (4) years shall be granted by the Board of School Trustees to any teacher who is required or may elect to enter the military service. The teacher employee shall present himself/herself for reinstatement within the period provided by Federal Statute after honorable discharge or release from active participation in such service and shall thereupon be reinstated. The status of such a teacher employee in matters of salary, tenure, and retirement shall be as though no interruption of teaching had occurred.

H. FAMILY AND MEDICAL LEAVE

1. Pursuant to the Family and Medical Leave Act of 1993, teachers may take an unpaid leave of absence of up to twelve (12) weeks for the following purposes:
 - (a) for the care of the teacher's child (birth, or placement for adoption or foster care);
 - (b) for the care of the teacher's spouse, son or daughter, or parent, who has a serious health condition;

- (c) for a serious health condition that makes the teacher unable to perform his/her job; or
 - (d) Service Member FMLA.
2. FMLA leave, if applicable, shall run concurrently with any available accrued paid leave, including sick leave, personal leave, and sick bank days, when available.
 3. During FMLA leave, the teacher shall suffer no loss of tenure, seniority, or any other rights enjoyed by the teacher.
 4. Except in case of emergency, defined as an event occurring within twenty-four (24) hours of the start of the requested leave, the teacher shall give reasonable notice of the intent to take such leave.
 5. Accumulated paid leave (including sick leave and personal leave) may be used for FMLA days for the care of the teacher's child (birth, or placement for adoption or foster care)

I. PRESIDENT'S LEAVE

Fourteen (14) days per year will be allowed to the president of the GEA, or his/her designee, for association business period. During the long session of Indiana General Assembly, an additional eight (8) days shall be granted to the association for lobbying purposes. Additional days may be granted for the purpose of negotiations at the discretion of the superintendent or designee.

J. SUMMER SCHOOL SICK LEAVE & PERSONAL LEAVE

Summer school is a unique and separate contractual obligation, and to that end the following sick leave and professional leave procedure will prevail.

1. If it becomes necessary for a summer school teacher to be absent for sick/family leave for up to 5 days, the employee's sick time will be used. Typically, summer school is a half day schedule, and therefore, an absence during summer school would equate to use of a ½ sick day. These sick days shall be deducted from the teacher's accumulated (previous year's) sick days.
2. Each certified summer school teacher shall be eligible to use one (1) day for personal leave day for emergencies or pre-planned leaves. This personal leave day shall be deducted from the teacher's accumulated (previous year's) personal leave days (as a half day).
3. Absences in excess of five (5) days (for any reason) will result in full deduction of summer school salary for those days.

4. Professional Leave may be granted, but no provision will be made for salary payment for those days, unless the professional development is a requirement of the employee's position.

K. SABBATICAL LEAVE

1. Sabbatical leave for study, travel, or research may be granted by the Board to teacher employees who have completed six (6) years of service in the school corporation. Such leave may be granted under the following conditions:
 - (a) Each year one (1) percent of the teaching staff who are eligible may be granted sabbatical leave.
 - (b) A sabbatical leave may be granted for one (1) semester, one (1) full year, or the last semester of the next school year.
 - (c) An approved sabbatical leave may carry an allowance of one-half (1/2) contractual salary subject to deductions required by:
 - (1) Law
 - (2) Board of Education regulation
 - (3) employee designation
 - (d) Considerations in granting approval to requests:
 - (1) No member shall apply in an attempt to gain a Master's Degree.
 - (2) The reasons for a sabbatical leave shall be offered to the Superintendent of Schools in writing, and the Superintendent's written approval must be filed before leave may be taken or compensation received.
 - (3) Members to be granted leaves must be pursuing a course of study.
 - (e) Such compensation shall be paid to the member by the following method:
 - (1) one-half (1/2) during the first semester of the first year a member returns to the Goshen Community Schools.
 - (2) one-half (1/2) during the second semester of the first year a member returns to the Goshen Community Schools.
 - (3) No compensation shall be paid if the member does not return to the Goshen Community Schools.
 - (4) Members granted sabbatical leave shall advance on the salary schedule as provided in the Compensation Model under Article IX.

L. OTHER LEAVES

Any teacher employee after having completed three (3) years of duty (except military and pregnancy leaves) may request, and the Board of Education may grant,

a leave of absence, without pay, for a maximum of one (1) year (except for military leave).

1. RETIREMENT. When and to the extent permitted by law and applicable plan provisions, during a leave of absence the teacher employee will be allowed, at the teacher's expense, to add to his/her retirement fund.
2. REASONS. Recognizable reasons for requesting leaves include:
 - (a) Leaves recommended by Superintendent
 - (b) Return to school (graduate study)
 - (c) Travel
 - (d) Adoptive, Parental or placement of a foster child with the teacher
 - (e) Voluntary Service
 - (f) Exchange teachers and foreign exchange programs
 - (g) Physical or mental health of the teacher or someone in the teacher's care.
3. Teachers returning from an approved leave under this Section, may be eligible for a salary increase under the Compensation Model under Article IX.

M. WORKER'S COMPENSATION/ASSAULT LEAVE

1. WORKER'S COMPENSATION

Employees qualifying for worker's compensation benefits shall be eligible to use accumulated sick leave days on a pro-rata basis equivalent to the difference between their contracted compensation and the worker's compensation benefit.

2. ASSAULT OR PERSONAL INJURY

Absence due to Assault or Personal Injury - In the event a teacher is absent due to an injury or assault sustained in the performance of their job duties which is determined to be compensable under Worker's Compensation Laws, the teacher will receive:

- (a) Full salary for the first seven (7) school days of absence.
- (b) The difference between the daily rate paid through Worker's Compensation and the teacher's daily salary for a period of fifty-three (53) additional school days of absence.
- (c) In no case will the teacher receive more than their daily rate.
- (d) Absence for the sixty (60) schools days described above will not be charged against a teacher's sick leave.

- (e) Continued benefits of Worker's compensation will be eligible to the teacher after a sixty (60) day period.
- (f) The need for absence during any of the first seven (7) school days must be validated by the teacher's physician. In the event that Worker's Compensation is to be used, it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's Compensation.
- (g) Time for appearance before a judicial body or legal authority as a result of assault by a student or outsider will not result in loss of wages or in reduction of accumulated sick leave of the teacher.

II. SICKLEAVEBANK

The Board of Education of Goshen Community Schools agrees to implement a Sick Leave Bank in cooperation with the Goshen Education Association. The Sick Leave Bank is one in which a participant in the Bank may borrow a limited number of sick leave days with full pay in case of emergency.

A statement by the attending physician verifying the nature of the illness and the disability shall be required of the participant in order to borrow from the Sick Leave Bank. A statement by a second physician may be required upon the recommendation of either the Board or Association provided that such physician shall be approved jointly by the Board and the Association, and the applicant shall bear the physician's costs.

Specific stipulations of the Sick Leave Bank are as follows:

A. PARTICIPATION

All certified personnel of Goshen Community Schools will be enrolled in the Bank.

B. ESTABLISHING THE BANK

1. Upon enrollment, each certified person shall donate three (3) of his/her accumulated and credited sick leave days to the Bank. Part-time employees shall donate days on a pro-rated basis and receive benefit on a pro-rated basis.
2. All donated days are a permanent contribution to the Bank and are not transferable to another school corporation should a participant leave the Goshen Community Schools' employment.
3. Certified employees will not need to donate additional days to the Bank unless it is deemed necessary to keep the bank operative. The GEA Executive Council shall have the responsibility to determine whether or not additional days will be donated.

4. All participants and days will be kept in a Sick Leave Bank Ledger available to be audited by the Board of the Association at the beginning of each month. Participants' individual service record cards will show the deduction for days donated to the Bank. Record keeping will be done in the Central Office.
5. At the conclusion of each school year, the Sick Leave Bank's unused days will be carried over to the next school year.

C. BORROWING FROM THE BANK

1. Application to borrow from the Sick Leave Bank must be made on the official Sick Leave Bank application and Agreement Form, (SLB Form #2) and a physician's statement should be attached.
2. All sick leave days previously accumulated must be exhausted prior to borrowing from the Sick Leave Bank.
3. Borrowing from the Bank can only be allowed for absences of one (1) or more consecutive working days due to an illness or disability.
4. The Sick Leave Bank may be used only for the personal illness of a participant.
5. A participant may borrow up to sixty (60) days per year, but not more than one hundred eighty (180) days during employment with the Goshen Community Schools.
6. Application to borrow from the Sick Leave Bank may be made by a personal representative of a participant in cases where the participant is unable to do so.
7. For the 2022-2023 contract only, up to ten (10) days may be borrowed for the personal illness of a teacher's "immediate family" as defined in Article III (I) B

D. REPAYING THE DAYS BORROWED

1. 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 the Goshen Community Schools. 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.

2. 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 the Goshen Community Schools, or he/she elects to accept employment elsewhere, the participant agrees to repay the Goshen Community Schools for the sick leave days borrowed in cash. This cash amount will be equal to the amount that a substitute would have earned during the time the participant borrowed from the Sick Leave Bank, but in no case more than he/she would have earned.
3. A participant agrees to pay this cash amount in total upon electing not to return to active employment with the Goshen Community Schools at a rate agreed upon per year, but not less than a rate equal to seven (7) substitute days per year. It is also agreed that any amount of unpaid balance due after five (5) years shall become due immediately upon request by the Goshen Community Schools.
4. 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.

III. SPECIAL EDUCATION AND ENGLISH LEARNERS TEACHERS

Special Education and English Learners teachers shall be provided with release time for the completion of required paperwork. Days can be used in either half day or full day increments. Any special education or English Language teacher may request up to five days with approval from the building principal. Applications should be made in WillSub.

IV. FRINGE BENEFITS

A. HEALTH AND DENTAL

Beginning August 1, 2007, previously employed teachers on less than a full-time contract shall be offered an additional enrollment period of 30 days to enroll in the GCS health insurance program. The previously employed teacher must enroll within the first 30 days of their first full time contract.

Beginning January 1, 2008, the school corporation shall offer a Health Saving Account (HSA) health insurance option (Plan C HSA) and beginning January 1, 2009, new HSA enrollees shall have one half of either \$1,000 (single) or \$2,500 (family) deposited into the employee's HSA account in January and then the remainder of the amount will be divided into equal payments and deposited monthly beginning in July. After the first year of enrollment, GCS shall deposit monthly the yearly HSA amount divided by 12 into the employee's HSA. These amounts shall be prorated if the employee retires or resigns prior to contract completion or works less than full time. Employees electing Plan C -HSA in 2010

shall continue in this plan. After January 1, 2014, new HSA enrollees shall have their monthly contributions into the employee's HSA account determined by the insurance committee with the understanding that it shall not be less than the amount delineated above or the amount during the first year of employment delineated in the next paragraph.

Beginning on October 1, 2016, all newly hired employees hired after that date and current employees presently not enrolled in any insurance plan but due to a "life event change" become eligible for coverage will only be able to enroll in the Health Saving Account (HSA) health insurance policy. During the first year of employment the school corporation will contribute the first installment of employee's annual HSA amount (first year only amount - \$1,250 single, \$2,750 family; remainder of years the amount will be delineated in insurance plan) in the first month of the employee's enrollment in the plan. All contributions will be made monthly.

1. The present policy benefits include:
 - (a) medical coverage of at least two million dollars.
 - (b) pregnancy treated as illness.
 - (c) co-insurance.
 - (d) no deductibles for dental oral exams, x-rays, fluoride treatments (for children under 18 only) or cleaning.
 - (e) dental shall have a \$1,500.00 maximum per year.
2.
 - (a) Plan A: Effective January 1, 2012, the Board will pay the contribution of \$5,409.81 of the premium for a single plan for 2012 and 2013. Effective January 1, 2014, the Board will pay 80% of any premium increase up to a 5% premium increase, 60% of any premium increase between 6% and 10%, and 20% of any premium increase between 10% and up to 20% for a single plan.
 - (b) Plan C – HSA: Effective January 1, 2012, the Board will pay the contribution of \$4,409.81 of the premium for a single plan and an additional \$1,000 to the individual employee's Health Savings Account for 2012 and 2013. Effective January 1, 2014, the Board will pay 80% of any premium increase up to a 5% premium increase, 60% of any premium increase between 6% and 10%, and 20% of any premium increase between 10% and up to 20% for a single plan less \$1,000 which shall be deposited into the individual employee's Health Savings Account as per Section A.
3. Plan A: Effective January 1, 2012, the Board will pay the contribution of \$10,694.39 of the premium for an employee and spouse plan for 2012 and 2013. Effective January 1, 2014, the Board will pay 80% of any premium increase up to a 5% premium

increase, 60% of any premium increase between 6% and 10%, and 20% of any premium increase between 10% and up to 20% for an employee and child plan.

4. Plan A: Effective January 1, 2012, the Board will pay the contribution of \$9,082.49 of the premium for an employee and children plan for 2012 and 2013. Effective January 1, 2014, the Board will pay 80% of any premium increase up to a 5% premium increase, 60% of any premium increase between 6% and 10%, and 20% of any premium increase between 10% and up to 20% for an employee and child plan.
5. (a) Plan A: Effective January 1, 2012, the Board will pay the contribution of \$13,659.64 of the premium for a family plan for 2012 and 2013. Effective January 1, 2014, the Board will pay 80% of any premium increase up to a 5% premium increase, 60% of any premium increase between 6% and 10%, and 20% of any premium increase between 10% and up to 20% for a family plan.

(b) Plan C – HSA: Effective January 1, 2012, the Board will pay the contribution of \$11,159.64 of the premium for a family plan and an additional \$2,500 to the individual employee's Health Savings Account for 2012 and 2013. Effective January 1, 2014, the Board will pay 80% of any premium increase up to a 5% premium increase, 60% of any premium increase between 6% and 10%, and 20% of any premium increase between 10% and up to 20% for a family plan less \$2,500 which shall be deposited into the individual employee's Health Savings Account as per Section A.
6. Teachers employed prior to 1999-2000 and not enrolled in either the single or family medical insurance plan shall be allowed to apply an amount equal to eighty percent (80%) of the Board's contribution for a single medical plan toward an optional benefit program as adopted by the GEA and the Board of Education. Once established, the amount of this optional benefit shall not increase during the school year.
7. Married couples both teaching full time in the Goshen Schools shall receive a fully paid Health and Dental Insurance Plan, less \$1. In addition, if employed prior to 1999- 2000, one spouse shall be allowed to apply an amount equal to fifty percent (50%) of the Board's contribution for a single medical plan toward an optional benefit program as adopted by the GEA and the Board of Education. Once established, the amount of this optional benefit shall not increase during the school year. For employees hired after the 2003-2004 school year, if the Board's contribution is less than 50% of the family plan, then the Board's contribution shall be the sum for the married couple.

Married couples teaching less than full time shall receive the equivalent of one family contribution prorated to one spouse and the equivalent of one single premium prorated to the other spouse. If the total Board contribution for that couple is equal or greater to the total cost of a family premium, the couple will receive fully paid Health and Dental Insurance, less \$1. The provisions of this paragraph shall not apply to the 2016-2017 school year.

8. The Board will continue payment of its portion of health insurance premiums as required by the Family and Medical Leave Act of 1993 (currently three [3] months). The three-month period will begin with the first leave date, paid or unpaid.
9. Commencing January 1, 2018, the health benefit plans will offer an optional vision plan. Premiums for this plan will be paid by the participating teacher.

B. LIFE INSURANCE

After September 5, the Board shall pay the cost less one dollar (\$1.00) for a term life insurance policy for each teacher employee in the amount of \$50,000.00. For teachers on less than a full-time contract, the \$50,000 amount will be prorated at the same percentage as the contract percentage. Teachers may purchase additional insurance at the group rate, but only if the required minimum number of employees participate.

C. LONG TERM DISABILITY

The Board shall pay the cost less one dollar (\$1.00) for a long-term disability policy for each teacher employee with a ninety (90) day waiting period and benefits of 66 2/3% of salary.

D. SECTION 125 BENEFITS

The benefits of the 1978 tax code, SECTION 125, will be offered as a fringe benefit according to a program mutually agreed to by the Board and the Association.

E. EVALUATION OF INSURANCE

The Goshen Community Schools is committed to obtaining the optimum benefits for its insurance premiums and to that end will:

1. Evaluate its insurance program on an annual basis.
2. All carriers and programs shall be adopted by mutual agreement of parties.

3. Establish a program of education in an attempt to help participants more efficiently use their insurance benefits.
4. In an effort to contain insurance premium increases, prior to renewal date the parties agree to review the Health and Dental Insurance programs. The review will include but not be limited to the benefits defined in Section XVI. A. 1. If the benefits changed affect those defined in Section XVI. A. 1, the contract will be changed in section XVI. A. 1. to reflect those changes. The changes will be by mutual agreement as in 2 above.

F. TEACHER RETIREMENT CONTRIBUTION (ISTRF)

The Board shall make the annual ISTRF contribution of three (3%) for all teachers covered by this agreement.

Article IV – GRIEVANCE PROCEDURE

I. GRIEVANCE PROCEDURE

The parties agree that grievances, which arise out of the application or interpretation of this agreement, shall be resolved in accordance with the following grievance procedure.

A. DEFINITION

A "grievance" is a claim by one or more teachers of an alleged violation of the terms of this contract.

General: The grievance procedure may be initiated at the Superintendent level of the procedure if a group or class of teachers is affected by the problem or if the issue is the result of an act of the employer, other than the building principal.

The timelines set forth in this grievance procedure may be extended by mutual agreement of both the grievant and the representatives of the school employer.

B. PROCEDURE

1. Orally present the grievance to the principal or supervisor and request an explanation or decision. The grievant may have another teacher of his/her choice present. If the grievant is not satisfied, he/she proceeds to Step Two within five (5) school days.
2. Present three (3) copies of the grievance in writing to the principal or supervisor and keep one (1) copy. The principal or supervisor shall

forward one (1) copy to the GEA or its representative and one (1) copy to the Superintendent. Within five (5) school days the Principal or supervisor shall present the grievant with a written decision and explanation thereof and forward one copy to the GEA and one (1) copy to the Superintendent. If the grievant is not satisfied, he/she proceeds to Step Three within five (5) school days.

3. Notify the Superintendent in writing of his/her intention to appeal the decision of the principal or supervisor. Within five (5) school days the Superintendent or his/her designee shall present the grievant with a written decision and an explanation thereof. If the grievant is not satisfied, he/she proceeds to Step Four within five (5) school days.
4. Notify the Superintendent in writing of his/her intention to appeal the decision of the Superintendent to the Board of Education. The appeal shall be placed on the agenda for the next regular or special meetings of the Board of Education. The Board shall hold a hearing on the grievance and render its decision in writing to the grievant with five (5) school days. If the grievant is not satisfied, he/she proceeds to Step Five within five (5) school days.
5. Notify the Superintendent, in writing, of his/her intention to appeal the decision of the Board to an arbitrator. Whenever a request for arbitration is filed, the parties shall have ten (10) days within which to agree upon an arbitrator. In the absence of such an agreement, either party may file a request with the American Arbitration Association for a list of seven (7) arbitrator's panel of arbitrators. Within seven (7) days after the submission to the parties of the list of arbitrators, the parties shall each alternately strike one (1) of the names; and the last name remaining shall be the arbitrator. The party requesting arbitration shall strike first. The arbitrator shall hold a hearing on the grievance. The decision of the arbitrator shall be advisory only; he/she shall present a written copy of his/her decision to the Superintendent and the grievant within thirty (30) days of the hearing. The cost of the arbitrator shall be shared by the Board and the GEA.
6. For purposes of paragraphs 2, 3, and 4, above, if the school fails to reply within the designated time, or an agreed extension thereof, it shall be deemed the school official has replied with a denial and the grievant may proceed to the next step.

Article V – CBA TERM, HEARING/MEETING ATTESTATIONS AND RATIFICATION

I. TERMS OF AGREEMENT

The terms of this contract shall begin on July 1, 2022 and shall continue in full force and effect until June 30, 2023. If any changes are mandated by state law, the contract shall be re-opened for the purpose of negotiations on those issues.

II. ENTIRE AGREEMENT

Both parties agree that this contract sets forth the terms and conditions to which each party agrees to be bound and includes the entire agreement between the parties, replacing and canceling all previous oral and written agreements.

III. WAIVER

The parties agree that all bargainable issues have been discussed in negotiations leading to this contract, and no additional bargaining on any issues will be conducted on any item unless items are mandated to be bargained under chapter 20-29-6 of the Indiana Code, whether included in this contract or not, during the life of this contract.

IV. SEVERABILITY

Should any Article, Section, or Clause of this contract be declared illegal by a court of competent jurisdiction or by the Indiana Education Employment Relations Board, that Article, Section, or Clause shall be automatically deleted from this contract to the extent that it violates the law; but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the contract if not affected by the deleted Article, Section, or Clause.

Date of Ratification by Association: October 24, 2022

Date of Ratification by Board: November 14, 2022

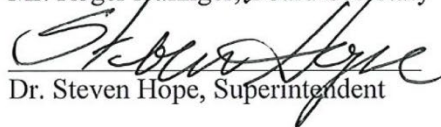
IN WITNESS WHEREOF, the parties have set their hands on the dates indicated below:

The undersigned attest that a public hearing was held in compliance with IC 20-29-6-1(b) on August 30, 2022, and that electronic participation was not permitted. The undersigned further attest that a public meeting in compliance with IC 20-29-6-19 was held on November 10, 2022, to discuss the tentative agreement and that electronic participation was not permitted.

For the Board:


Mr. Bradd Weddell, Board President


Mr. Roger Nafziger, Board Secretary


Dr. Steven Hope, Superintendent

For the Association:


Mrs. Melissa Mitchell, Association Co-President


Mrs. Jen Yoder, Association Co-President

**Appendix A
2022-23 Salary Schedule**

Red- Bachelors		Hawk- Masters	
0	43,000	0	44,575
1	44,050	1	45,625
2	45,100	2	46,675
3	46,150	3	47,725
4	47,200	4	48,775
5	48,250	5	49,825
6	49,300	6	50,875
7	50,350	7	51,925
8	51,400	8	52,975
9	52,450	9	54,025
10	53,500	10	55,075
11	54,550	11	56,125
12	55,600	12	57,175
13	56,650	13	58,225
14	57,700	14	59,275
15	58,750	15	60,325
16	59,800	16	61,375
17	60,850	17	62,425
		18	63,475
		19	64,525
		20	65,575
		21	66,625
		22	67,675
		23	68,725
		24	69,775
		25	70,825
		26	71,875
		27	72,925
		28	73,975
		29	75,025

**Appendix B
EXTRACURRICULAR SALARY SCHEDULE 2022-2023**

Athletics						
Athletic Trainers		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Athletic Trainer	1	1	\$6,657	\$6,998	\$7,340
	GHS Assistant Athletic Trainer	2	6	\$2,996	\$3,149	\$3,303
Baseball		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Varsity Baseball Head Coach	1	2	\$4,993	\$5,249	\$5,505
	GHS Assistant Varsity Baseball	2	6	\$2,996	\$3,149	\$3,303
	GHS JV Assistant Baseball	1	9	\$1,664	\$1,750	\$1,835
	GHS Freshman Baseball	1	10	\$1,331	\$1,400	\$1,468
	Elementary Athletic Coordinator - Baseball	1	14	\$499	\$525	\$550
Basketball		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Varsity Basketball Head Coach- Boys	1		\$8,654	to	\$12,477
	GHS Varsity Basketball Head Coach- Girls	1		\$8,654	to	\$12,477
	GHS Assistant Varsity Basketball - Boys	1	2	\$4,993	\$5,249	\$5,505
	GHS Assistant Varsity Basketball - Girls	1	2	\$4,993	\$5,249	\$5,505
	GHS Assistant Varsity Basketball - Boys	2	4	\$3,661	\$3,849	\$4,037
	GHS Assistant Varsity Basketball - Girls	2	4	\$3,661	\$3,849	\$4,037
	GHS Assistant Freshman Basketball - Boys	1	7	\$2,330	\$2,449	\$2,569
	GHS Assistant Freshman Basketball - Girls	1	7	\$2,330	\$2,449	\$2,569
	GJHS Basketball Coordinator - Boys	1	7	\$2,330	\$2,449	\$2,569

GJHS Basketball Coordinator - Girls	1	7	\$2,330	\$2,449	\$2,569
GJHS Basketball - Boys	3	8	\$1,997	\$2,099	\$2,202
GJHS Basketball - Girls	3	8	\$1,997	\$2,099	\$2,202
GIS 6th Grade Basketball Boys	2	12	\$832	\$875	\$917
GIS 6th Grade Basketball Girls	2	12	\$832	\$875	\$917
Elementary Coordinator Basketball - Boys	1	10	\$1,331	\$1,400	\$1,468
Elementary Coordinator Basketball - Girls	1	10	\$1,331	\$1,400	\$1,468
GCS Basketball Youth League - Boys	1	10	\$1,331	\$1,400	\$1,468
GCS Basketball Youth League - Girls	1	10	\$1,331	\$1,400	\$1,468
Cheerleading	Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
GHS Cheerleading Sponsor	1	6	\$2,996	\$3,149	\$3,303
GHS Varsity Assistant Cheerleading Sponsor	1	7	\$2,330	\$2,449	\$2,569
GJHS 7th Grade Cheerleader Sponsor	1	11	\$999	\$1,050	\$1,101
GJHS 8th Grade Cheerleader Sponsor	1	11	\$999	\$1,050	\$1,101
GJHS Cheerleader Sponsor	1	11	\$999	\$1,050	\$1,101
GJHS Pom Pom Spirit	1	15	\$333	\$350	\$367
Elementary Athletic Coordinator - Cheer	1	14	\$499	\$525	\$550
Cross Country	Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
GHS Varsity Cross Country Head Coach-Coed	1	2	\$4993	\$5249	\$5505
GHS Varsity Assistant Cross Country- Girls	1	6	\$2996	\$3149	\$3303
GHS Varsity Assistant Cross Country - Boys	1	6	\$2996	\$3149	\$3303
GJHS Cross Country - Boys	1	10	\$1,331	\$1,400	\$1,468
GJHS Cross Country - Girls	1	10	\$1,331	\$1,400	\$1,468

	Elementary Cross-Country Coordinator	1	14	\$499	\$525	\$550
Football		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Varsity Football Head Coach	1		\$8,654	to	\$12,477
	GHS Assistant Varsity Football	1	2	\$4,993	\$5,249	\$5,505
	GHS Assistant Varsity Football	5	4	\$3,661	\$3,849	\$4,037
	GHS Weight Room Supervisor	1	4	\$3,661	\$3,849	\$4,037
	GHS Assistant Freshman Football	2	7	\$2,330	\$2,449	\$2,569
	GHS Unified Flag Football Coach	2	14	\$499	\$525	\$550
	GJHS Football Coordinator	1	8	\$1,997	\$2,099	\$2,202
	GJHS Football	5	9	\$1,664	\$1,750	\$1,835
	Elementary Athletic Coordinator - Football	1	14	\$499	\$525	\$550
Golf		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Varsity Golf Head Coach- Boys	1	5	\$3,328	\$3,499	\$3,670
	GHS Varsity Golf Head Coach- Girls	1	5	\$3,328	\$3,499	\$3,670
	GHS Assistant Varsity Golf - Boys	1	8	\$1,997	\$2,099	\$2,202
	GHS Assistant Varsity Golf - Girls	1	8	\$1,997	\$2,099	\$2,202
	GJHS Golf - Boys	1	12	\$832	\$875	\$917
	GJHS Golf - Girls	1	12	\$832	\$875	\$917
	Elementary Golf Coordinator	1	14	\$499	\$525	\$550
Other		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Intramural Director	1	10	\$1,331	\$1,400	\$1,468
Soccer		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Varsity Soccer Head Coach- Boys	1	2	\$4,993	\$5,249	\$5,505

	GHS Varsity Soccer Head Coach- Girls	1	2	\$4,993	\$5,249	\$5,505
	GHS Assistant Varsity Soccer – Boys	2	7	\$2,330	\$2,44	\$2,569
	GHS Assistant Varsity Soccer – Girls	2	7	\$2,330	\$2,449	\$2,569
	GHS JV Assistant Soccer – Boys	1	9	\$1,664	\$1,750	\$1,835
	GHS JV Assistant Soccer – Girls	1	9	\$1,664	\$1,750	\$1,835
	Soccer Goalie Coach Boys & Girls	1	10	\$1,331	\$1,400	\$1,468
	GJHS Soccer - Boys	2	10	\$1,331	\$1,400	\$1,468
	GJHS Soccer - Girls	2	10	\$1,331	\$1,400	\$1,468
	Elementary Soccer Coordinator	1	13	\$666	\$700	\$734
	Elementary Soccer Coach	7	\$100 per elementary school coach, *Voucher			
Softball		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Varsity Softball Head Coach	1	2	\$4,993	\$5,249	\$5,505
	GHS Assistant Varsity Softball	2	6	\$2,996	\$3,149	\$3,303
	GHS JV Assistant Softball - Girls	1	9	\$1,664	\$1,750	\$1,835
	Elementary Athletic Coordinator - Softball	1	14	\$499	\$525	\$550
Swimming		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Varsity School Swim Head Coach - Boys & Girls	1	2	\$4,993	\$5,249	\$5,505
	GHS Assistant Varsity Swimming - Boys & Girls	2	6	\$2,996	\$3,149	\$3,303
	GJHS Swimming - Boys & Girls	3	11	\$999	\$1,050	\$1,101
	Elementary Athletic Coordinator - Swim	1	14	\$499	\$525	\$550
Tennis		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay

	GHS Varsity Tennis Head Coach- Boys	1	5	\$3,328	\$3,499	\$3,670
	GHS Varsity Tennis Head Coach - Girls	1	5	\$3,328	\$3,499	\$3,670
	GHS Assistant Varsity Tennis - Boys	1	8	\$1,997	\$2,099	\$2,202
	GHS Assistant Varsity Tennis - Girls	1	8	\$1,997	\$2,099	\$2,202
	GJHS Tennis Coach	1	12	\$832	\$875	\$917
	GJHS Tennis Assistant Coach	1	13	\$666	\$700	\$734
	Elementary/GJHS Tennis Coordinator	1	14	\$499	\$525	\$550
Track		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Varsity Track Head Coach - Boys	1	2	\$4,993	\$5,249	\$5,505
	GHS Varsity Track Head Coach - Girls	1	2	\$4,993	\$5,249	\$5,505
	GHS Assistant Varsity Track - Boys	2	6	\$2,996	\$3,149	\$3,303
	GHS Assistant Varsity Track - Girls	2	6	\$2,996	\$3,149	\$3,303
	GHS JV Assistant Track - Boys	2	9	\$1,664	\$1,750	\$1,835
	GHS JV Assistant Track - Girls	2	9	\$1,664	\$1,750	\$1,835
	GHS Unified Track Coach	2	14	\$499	\$525	\$550
	GJHS Track Coordinator - Boys	1	9	\$1,664	\$1,750	\$1,835
	GJHS Track Coordinator - Girls	1	9	\$1,664	\$1,750	\$1,835
	GJHS Track - Boys	1	10	\$1,331	\$1,400	\$1,468
	GJHS Track - Girls	1	10	\$1,331	\$1,400	\$1,468
	GIS 6th Grade Track	4	13	\$666	\$700	\$734
	Elementary Track & Field Coordinator	1	14	\$499	\$525	\$550
Volleyball		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Varsity Volleyball Head Coach	1	2	\$4,993	\$5,249	\$5,505

	GHS Assistant Varsity Head Volleyball	1	6	\$2,996	\$3,149	\$3,303
	GHS Assistant Varsity Volleyball	2	7	\$2,330	\$2,449	\$2,569
	GHS Assistant Frosh Volleyball	1	10	\$1,331	\$1,400	\$1,468
	GJHS Volleyball Coordinator	1	8	\$1,997	\$2,099	\$2,202
	GJHS Volleyball	3	10	\$1,331	\$1,400	\$1,468
	GIS Volleyball	4	12	\$832	\$875	\$917
	Elementary Volleyball Coordinator	1	13	\$666	\$700	\$734
Wrestling		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Varsity Wrestling Head Coach	1	2	\$4,993	\$5,249	\$5,505
	GHS Assistant Varsity Head Wrestling	1	5	\$3,328	\$3,499	\$3,670
	GHS Assistant Varsity Wrestling	1	6	\$2,996	\$3,149	\$3,303
	GHS JV Assistant Wrestling	1	9	\$1,664	\$1,750	\$1,835
	GHS Wrestling	1	10	\$1,331	\$1,400	\$1,468
	GJHS Wrestling Coordinator	1	8	\$1,997	\$2,099	\$2,202
	GJHS Wrestling	1	10	\$1,331	\$1,400	\$1,468
	GJHS Assistant Wrestling	1	11	\$999	\$1,050	\$1,101
	Elementary Wrestling Coordinator	1	14	\$499	\$525	\$550
Music						
GHS		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Summer Marching Band Director	1	1	\$6,657	\$6,998	\$7,340
	GHS Band Director	1	2	\$4,993	\$5,249	\$5,505
	GHS Crimsonaires Director	1	6	\$2,996	\$3,149	\$3,303
	GHS Summer Marching Band Assistant Director	4	6	\$2,996	\$3,149	\$3,303
	GHS Winter Guard Director	1	6	\$2,996	\$3,149	\$3,303
	GHS Winter Percussion Director	1	6	\$2,996	\$3,149	\$3,303

GHS Auditorium Director	1	7	\$2,330	\$2,449	\$2,569
GHS Crimson Guard Director	1	7	\$2,330	\$2,449	\$2,569
GHS Musical Director	1	6	\$2996	\$3149	\$3303
GHS Symphonic Orchestra Director	1	8	\$1,997	\$2,099	\$2,202
GHS Assistant Band Director	2	9	\$1,664	\$1,750	\$1,835
GHS Assistant Crimsonaires Director	1	9	\$1,664	\$1,750	\$1,835
GHS Choral Director	4	9	\$1,664	\$1,750	\$1,835
GHS Orchestra Director	4	9	\$1,664	\$1,750	\$1,835
GHS Summer Band Auxiliary	1	9	\$1,664	\$1,750	\$1,835
GHS Assistant Symphonic Orchestra Director	3	10	\$1,331	\$1,400	\$1,468
GHS Camerata Orchestra Director	1	10	\$1,331	\$1,400	\$1,468
GHS Jazz Band Director	2	10	\$1,331	\$1,400	\$1,468
GHS Pep Band Director	2	10	\$1,331	\$1,400	\$1,468
GHS Assistant Crimson Guard Director	1	11	\$999	\$1,050	\$1,101
GHS Assistant Musical Director	1	11	\$999	\$1,050	\$1,101
GHS Musical Choreographer	1	12	\$832	\$875	\$917
GHS Musical Pit Director	1	12	\$832	\$875	\$917
GHS Chamber Music Coaching	1	13	\$666	\$700	\$734
GHS Camerata Orchestra Assistant Director	2	13	\$666	\$700	\$734
GHS Winter Guard - Assistant Director	1	14	\$499	\$525	\$550
GHS Winter Percussion - Assistant Director	1	14	\$499	\$525	\$550
GJHS	Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
GJHS Auditorium Director	1	9	\$1,664	\$1,750	\$1,835
GJHS Musical Director	1	9	\$1,664	\$1,750	\$1,835
GJHS Assistant Musical Director	1	13	\$666	\$700	\$734
GJHS Band Director	2	13	\$666	\$700	\$734

	GJHS Choral Director	3	13	\$666	\$700	\$734
	GJHS Orchestra Director	4	13	\$666	\$700	\$734
	GJHS Intramural Director	1	13	\$666	\$700	\$734
Elementary/GCS		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GIS District Orchestra Director	1	9	\$1,664	\$1,750	\$1,835
	GIS District Orchestra Assistant Director	1	10	\$1,331	\$1,400	\$1,468
	Elementary Music Coordinator	1	13	\$666	\$700	\$734
	Elementary Music Performance	7	15	\$333	\$350	\$367
	GCS Jazz String Director	1	10	\$1,331	\$1,400	\$1,468
Other						
GCS		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	Chess Club Supervisor	1	13	\$666	\$700	\$734
	Chess Club Coaching Assistants	10	\$100 per Assistant – per voucher			
	Esports Coordinator	1	9	\$1664	\$1750	\$1835
	Esports Assistants	6	15	\$333	\$350	\$367
GHS		Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	GHS Colorado Trip Sponsor	2	4	\$3,661	\$3,849	\$4,037
	GHS German Immersion Program*	1	4	\$3,661	\$3,849	\$4,037
	GHS Marine Biology	2	4	\$3,661	\$3,849	\$4,037
	GHS Spanish Immersion Program *Provided credit is given for student participation	1	4	\$3,661	\$3,849	\$4,037
	GHS Stratford Experience	1	4	\$3,661	\$3,849	\$4,037
	GHS Vocational Director	1	6	\$2,996	\$3,149	\$3,303

GHS Crimson Sponsor (Yearbook)	1	9	\$1,664	\$1,750	\$1,835
GHS Department Chair - Art	1	9	\$1,664	\$1,750	\$1,835
GHS Department Chair - Business	1	9	\$1,664	\$1,750	\$1,835
GHS Department Chair - English	1	9	\$1,664	\$1,750	\$1,835
GHS Department Chair - Foreign Language	1	9	\$1,664	\$1,750	\$1,835
GHS Department Chair - Guidance	1	9	\$1,664	\$1,750	\$1,835
GHS Department Chair - FACS	1	9	\$1,664	\$1,750	\$1,835
GHS Department Chair - Industrial Tech	1	9	\$1,664	\$1,750	\$1,835
GHS Department Chair - Math	1	9	\$1,664	\$1,750	\$1,835
GHS Department Chair - Music	1	9	\$1,664	\$1,750	\$1,835
GHS Department Chair - PE/Health	1	9	\$1,664	\$1,750	\$1,835
GHS Department Chair - Science	1	9	\$1,664	\$1,750	\$1,835
GHS Department Chair - Social Studies	1	9	\$1,664	\$1,750	\$1,835
GTV Live	1	9	\$1,664	\$1,750	\$1,835
GHS Student Council Sponsor	1	9	\$1,664	\$1,750	\$1,835
GHS Talon Sponsor	1	9	\$1,664	\$1,750	\$1,835
GHS Art Teacher for Marine Biology Trip	1	10	\$1,331	\$1,400	\$1,468
GHS Dramatics Director	1	10	\$1,331	\$1,400	\$1,468
GHS Instructional Technology Mentors	4	10	\$1,331	\$1,400	\$1,468
GHS Speech Coach	1	10	\$1,331	\$1,400	\$1,468
GHS 11 th /12 th Class Sponsor	1	11	\$999	\$1,050	\$1,101
GHS Department Chair - Health Services	1	11	\$999	\$1,050	\$1,101
GHS Department Chair - Media	1	11	\$999	\$1,050	\$1,101
GHS 10th Grade Class Sponsor	1	12	\$832	\$875	\$917

GHS 9th Grade Class Sponsor	1	12	\$832	\$875	\$917
GHS Assistant Fall Play Director	1	13	\$666	\$700	\$734
GHS Assistant Speech Coach	1	13	\$666	\$700	\$734
GHS Assistant Stratford Experience	1	13	\$666	\$700	\$734
GHS Multi Cultural Youth Alliance Sponsor	1	13	\$666	\$700	\$734
GHS NHS Sponsor	2	13	\$666	\$700	\$734
GHS Staff Development	3	13	\$666	\$700	\$734
GHS Academic Super Bowl Coach	1	14	\$499	\$525	\$550
GHS Academic Team Coaches	5	14	\$499	\$525	\$550
GHS Art Club Sponsor	1	14	\$499	\$525	\$550
GHS Bookstore Manager	1	14	\$499	\$525	\$550
GHS French Immersion Program *Provided credit is given for student participation	1	14	\$499	\$525	\$550
GHS Spell Bowl Coach	1	14	\$499	\$525	\$550
GHS Technology Student Association	1	14	\$499	\$525	\$550
GHS Academic Super Bowl Subject Area Coaches	1	15	\$333	\$350	\$367
GHS Club Sponsor	3	15	\$333	\$350	\$367
GHS Colorado Chaperone	2	15	\$333	\$350	\$367
GHS French Club Sponsor	1	15	\$333	\$350	\$367
GHS German Club Sponsor	1	15	\$333	\$350	\$367
GHS Spanish Club Sponsor	1	15	\$333	\$350	\$367
GHS Extended Essay Advisor	17	16	\$100	\$100	\$100
GJHS	Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
GJHS GT Coordinator	1	9	\$1,664	\$1,750	\$1,835
GJHS Instructional Technology Mentors	4	10	\$1,331	\$1,400	\$1,468
GJHS Team Leaders	13	12	\$832	\$875	\$917

GJHS Department Head - Art	1	13	\$666	\$700	\$734
GJHS Department Head - Business	1	13	\$666	\$700	\$734
GJHS Department Head - Director of Elementary Guidance	1	13	\$666	\$700	\$734
GJHS Department Head - English	1	13	\$666	\$700	\$734
GJHS Department Head - ENL	1	13	\$666	\$700	\$734
GJHS Department Head - Foreign Language	1	13	\$666	\$700	\$734
GJHS Department Head - Guidance	1	13	\$666	\$700	\$734
GJHS Department Head - Home Economics	1	13	\$666	\$700	\$734
GJHS Department Head - Industrial Tech	1	13	\$666	\$700	\$734
GJHS Department Head - Math	1	13	\$666	\$700	\$734
GJHS Department Head - Media	1	13	\$666	\$700	\$734
GJHS Department Head - Music	1	13	\$666	\$700	\$734
GJHS Department Head - PE/Health	1	13	\$666	\$700	\$734
GJHS Department Head - Science	1	13	\$666	\$700	\$734
GJHS Department Head - Social Studies	1	13	\$666	\$700	\$734
GJHS Department Head - Special Ed.	1	13	\$666	\$700	\$734
GJHS Drama Club Director	1	13	\$666	\$700	\$734
GJHS Newspaper Sponsor	1	13	\$666	\$700	\$734
GJHS NJHS Sponsor	1	13	\$666	\$700	\$734
GJHS Builders Club	1	13	\$666	\$700	\$734
GJHS Staff Development	3	13	\$666	\$700	\$734
GJHS Student Council Sponsor	1	13	\$666	\$700	\$734
GJHS Yearbook Sponsor	1	13	\$666	\$700	\$734
GJHS Academic Team Coaches	5	14	\$499	\$525	\$550

	GJHS E3 Program Sponsors	4	14	\$499	\$525	\$550
	GJHS Latino Club Sponsor	1	14	\$499	\$525	\$550
	GJHS Robotics Club	1	14	\$499	\$525	\$550
	GJHS Science Olympiad Sponsor	1	14	\$499	\$525	\$550
	GJHS Ski Club Sponsor	1	14	\$499	\$525	\$550
	GJHS Speech & Debate Sponsor	1	14	\$499	\$525	\$550
	GJHS Reading Club Sponsor	1	15	\$333	\$350	\$367
	Elementary/GCS	Approved FTE	Group#	0-2 year pay	3-5 year pay	6+ year pay
	Elementary Instructional Technology Mentors	14	10	\$1,331	\$1,400	\$1,468
	Elementary Art Coordinator	1	13	\$666	\$700	\$734
	Elementary Physical Education Coordinator	1	13	\$666	\$700	\$734
	Elementary Spell Bowl & Math Bowl Sponsor	14	15	\$333	\$350	\$367
	GCS Aquatics Director	1	2	\$4,993	\$5,249	\$5,505
	GCS Aquatic Center Assistant Director	1	5	\$3,328	\$3,499	\$3,670
	GCS Summer Aquatics Director	1	9	\$1,664	\$1,750	\$1,835
	GCS Psychologist	9	6	\$2,996	\$3,149	\$3,303

Appendix C
PAY DATE SCHEDULE
2022-2023

	Pay Periods	Dates	Date Paid
2022	1	7/31/2022 - 8/13/2022	8/19/2022 ¹
	2	8/14/2022 - 8/27/2022	9/2/2022 ²
	3	8/28/2022 - 9/10/2022	9/16/2022 ³
	4	9/11/2022 - 9/24/2022	9/30/2022 ⁴
	5	9/25/2022 - 10/8/2022	10/14/2022 ⁵
	6	10/9/2022 - 10/22/2022	10/28/2022 ⁶
	7	10/23/2022 - 11/5/2022	11/11/2022 ⁷
	8	11/6/2022 - 11/19/2022	11/25/2022 ⁸
	9	11/20/2022 - 12/3/2022	12/9/2022 ⁹
	10	12/4/2022 - 12/17/2022	12/23/2022 ¹⁰
2023	11	12/18/2022 - 12/31/2022	1/6/2023 ¹¹
	12	1/1/2023 - 1/14/2023	1/20/2023 ¹²
	13	1/15/2023 - 1/28/2023	2/3/2023 ¹³
	14	1/29/2023 - 2/11/2023	2/17/2023 ¹⁴
	15	2/12/2023 - 2/25/2023	3/3/2023 ¹⁵
	16	2/26/2023 - 3/11/2023	3/17/2023 ¹⁶
	17	3/12/2023 - 3/25/2023	3/31/2023 ¹⁷
	18	3/26/2023 - 4/8/2023	4/14/2023 ¹⁸
	19	4/9/2023 - 4/22/2023	4/28/2023 ¹⁹
	20	4/23/2023 - 5/6/2023	5/12/2023 ²⁰
	21	5/7/2023 - 5/20/2023	5/26/2023 ²¹
	22	5/21/2023 - 6/3/2023	6/9/2023 ²²
	23	6/4/2023 - 6/17/2023	6/23/2023 ²³
	24	6/18/2023 - 7/1/2023	7/7/2023 ²⁴
	25	7/2/2023 - 7/15/2023	7/21/2023 ²⁵
	26	7/16/2023 - 7/29/2023	8/4/2023 ²⁶

APPENDIX D

GOSHEN COMMUNITY SCHOOLS SELF-FUNDED HEALTH BENEFIT PLAN

- I. The Board shall establish and maintain for the benefit of teachers (and, if the Board so decides in the exercise by the Board of its sole discretion, other employees of the school corporation) a self-funded health insurance plan. The Association may require that a separate plan for teachers and teacher retirees only be established at the beginning of any calendar year if the Association gives the Board at least three months' advance notice of its desire for a separate teachers' plan. Upon separation and after all claims incurred but not paid or reported as of the end of the year prior to separation and all other expenses of the plan for the year prior to separation have been paid, the balance in the agency account shall be allocated equitably between the teachers' plan and the successor plan for other employees of the school corporation based upon the amounts of premium paid on behalf of teachers and teacher retirees, on the one hand, and on behalf of other employees and other retirees on the other hand, in the preceding three years by both individuals and the school corporation, whether under a self-insured or a fully insured plan.
- II. The features of the plan, including the identity of third-party contractors and insurers, coverages, deductibles, exclusions, limits of liability, premiums, claims procedures and appeal procedures, etc., shall be determined as follows:
 - A. An insurance committee composed of such administrators as the Superintendent shall appoint and such officers and members of the Goshen Education Association as the Association shall select will gather and examine pertinent information, obtain appropriate advice and develop recommendations regarding the features of the plan for the next calendar year or midyear changes in particular features, as the case may be.
 - B. Minor administrative changes in the plan or changes required in order to make the plan compliant with the law may be made by approval of the Board of School Trustees in accord with the mutually agreed upon recommendation of the insurance committee. "Mutually agreed upon" means that each side must cast their vote in favor of any changes for the action to be approved. GEA will have one vote and the administration acting on behalf of the School Board will have one vote.
 - C. Otherwise, the features of the plan may be established, and changes of particular features may be made, by resolution of the Board of School Trustees only after the insurance committee has first mutually agreed upon the changes.
- III. The financial features of the self-insured health benefit plan which shall be in effect for the 2004 calendar year and thereafter are as follows:

- A. Individual and aggregate stop-loss insurance with an A- or better rated Insurance Company, having an individual attachment point (applicable to all individuals equally in 2005 and thereafter) of at least \$100,000 and an aggregate attachment point for all self-funded benefits no greater than 125% of estimated claims.
- B. Establishment of a separate self-insurance fund to be utilized exclusively for the self-insured health benefit plan, the same to be established under authority of IC 21-2-5.6-1(2) in compliance with IC 20-5-2.5-4
- C. Establishment of an agency or trust account with a financial institution selected by the Board of School Trustees into which premiums shall be paid as due and from which a mutually agreed upon third party administrator (TPA), may draw to pay plan benefits and expenses.
- D. Adherence by the Board of School Trustees to the following policies:
 - 1. That the school corporation shall transfer into the agency account each month its share of premiums for that month as agreed to in the current Master Contract (and as it may undertake to pay with respect to employees other than those represented by the Association) less any credits to which the school corporation may be entitled under subsection E below.
 - 2. That the school corporation shall transfer each month into the Agency account the premiums for that month paid by individuals covered under the plan.
 - 3. That no monies deposited in the separate 110 fund shall be utilized for purposes other than the plan or any successor plan. (unless due as a refund of unearned premium as in the case of an individual who prepays for a term and then dies before the end of the term).
 - 4. That in no event shall any assets of the agency account be used for purposes other than for the exclusive benefit of the employees of the school corporation, including the payment of claims under the plan or any successor plan, related administrative expenses and premiums for insurance; no money in the agency account will ever revert to the school corporation or any individual payor of premium as a refund of premium.
 - 5. That, in the event of a need to pay claims or other expenses of the plan in excess of the plan's assets in the agency account, the school corporation shall loan to the plan from its general fund (or such other fund as may be available) monies in amounts sufficient to pay claims and the other expenses of the plan as they become due; that such loans shall bear no interest; and that such loans shall be repaid as soon as the plan's assets in the agency account are sufficient to meet the plan's current obligations and effect

repayment as well, any such repayments to be taken as credits against the school corporation's premium obligations.

6. That the expenses of the plan, including the payment of claims, the payment of premiums for individual and aggregate stop-loss insurance, the payment of the Third Party Administrator's fees and claims for reimbursement, the payment of fees charged by the financial institution holding the agency account, the payment of the insurance consultant approved by the insurance committee and employed by the school corporation, the premium of the fiduciary liability insurance policy for the appeals committee, and the payment of any other administrative expenses of the plan as approved by the insurance committee, shall be paid out of the agency account.
7. That all interest or other income earned with respect to assets in the agency account shall remain in the agency account.
8. That any benefits paid by the stop-loss insurer and any refund of unused premium paid by the stop-loss insurer shall be deposited directly into the agency account.
9. That the school corporation shall provide to the Association:
 - (a) a monthly report showing the number of participants in each category of participants for the month, the total monthly premium for each type of participant, and the total premium (including both the school corporation's contribution and all individual contributions) transferred by the school corporation into the agency account for the month;
 - (b) the monthly report of the third-party administrator, showing the totals of all expenses paid for the month by category and all claims made against the stop-loss insurer, but not showing amounts of claims paid specifically on behalf of individual named participants or their dependents;
 - (c) the monthly report of the financial institution holding the agency account, showing income and outgo for the month;
 - (d) copies of all contracts with independent contractors entered into by the school corporation in connection with the self-funded health insurance plan, including without limitation the contract with the third-party administrator, the contract with the stop-loss insurer, the contract establishing the agency account with a financial institution and the contract with the professional insurance advisor, if any; and

- (e) any other records the Association may request relating to the past or prospective compensation of independent contractors who provide services or insurance in connection with the self-funded health insurance plan.
 - 10. That, with respect to persons insured under the self-funded health insurance plan, primary liability for any wrongful denial of a claim by the third-party administrator, the stop-loss insurer or any appeal panel of the third-party administrator or the school corporation shall lie with the school corporation, which in turn may pursue such remedies as it may have against the third-party administrator, the stop-loss insurer, and any other insurer, person or entity which may be liable as wrongdoer, indemnitor or otherwise.
 - 11. Insurance coverage for new employees begins the first of the month after their first contracted working day.
- IV. For purposes of this agreement, the term “premium” has its conventional meaning when referring to a fully insured health and dental benefits plan, but when referring to a self-insured health and dental benefits plan means the portion of the budgeted amount required to pay all costs of the plan for the calendar year which is allocated to an employee, a person subscribing for COBRA coverage or a retiree for a particular type of coverage (such as single coverage, coverage for the employee and the employee’s spouse, etc.)
- V. As developed and analyzed by the school corporation’s insurance committee with the possible assistance of a professional insurance advisor and the TPA, the premium charged will be based upon a consideration of the following factors:
- A. the plan design;
 - B. claims history;
 - C. medical cost trends;
 - D. the premium charges for individual and aggregate stop-loss insurance;
 - E. administrative expenses (fees for professional advice, fees of and reimbursements to the Third Party Administrator, fees of the financial institution holding the agency account, printing of the benefit plan book, etc.);
 - F. covering by premium at least 100% of expected claims if the fund is fully reserved (the fully reserved amount [incurred but not reported {IBNR}claim fund] will be determined by mutual agreement of GEA and GCS with input from the professional insurance advisor) and

- G. by maintaining in the Operating and Premium Stabilization Funds at least an operating balance of 40% (estimated amount ~ \$2.7 million) of the previous year's claims.

On or before December 1 of each year, the insurance committee shall adopt, on the basis of the factors hereinabove set forth or such other factors as the committee may deem appropriate, a recommendation for premiums to be charged with respect to the several categories of participants during the following year, so that the Board of School Trustees may approve premiums for the following year at its regular December meeting.