

NORTH GIBSON SCHOOL CORPORATION

AND

NORTH GIBSON EDUCATION ASSOCIATION

MASTER CONTRACT

~~2019-2020~~2021-2022
~~2020-2021~~

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ARTICLE I - RECOGNITION

1. The Board hereby recognizes the Association as the exclusive bargaining representative for the teachers, as defined in IC 20-29.
2. The term "teacher" as used herein shall include all full-time and part-time certificated personnel but shall exclude the superintendent, assistant superintendent, business manager, principals and assistant principals, director of athletics, and other persons responsible for the implementation of negotiated agreements.

ARTICLE II - AGREEMENT

1. This Agreement is made and entered into this _____ day of ~~October~~, 2019-2021 by and between the NORTH GIBSON SCHOOL CORPORATION, through its duly elected Board of Trustees, hereinafter called the "BOARD" and the NORTH GIBSON EDUCATION ASSOCIATION, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "ASSOCIATION".

BOARD OF SCHOOL TRUSTEES

NORTH GIBSON EDUCATION ASSOCIATION

By: _____
President

By: _____
President

Secretary

2. On the _____ day of _____ 2021 at [time], a public hearing as described in IC 20-29-6-1 (b) was held at [location].

On the _____ day of _____ 2021 at [time], a public meeting as described in IC 20-29-6-19 was held at [location].

This section is attested to by the Board and Association representatives whose signatures appear above.

3. During the public hearing held on the _____ day of _____ 2021 at [time], governing body members [were or were not] allowed to participate in the public hearing by means of electronic communication. During the public hearing held on the _____ day of _____ 2021 at [time], members of the public [were or were not] allowed to participate in the public hearing by means of electronic communication.

During the public meeting held on the _____ day of _____ 2021 at [time], governing body members [were or were not] allowed to participate in the public hearing by means of electronic communication. During the public meeting held on the _____ day of _____ 2021 at [time], members of the public [were or were not] allowed to participate in the public hearing by means of electronic communication.

This section is attested to by the Board representatives whose signatures appear above.

~~2-4.~~ Regardless of any other provision of this agreement, the Board shall not be required to incur any financial obligations which it may hereafter, in good faith, find or determine to be contrary to law; and neither party shall be bound by any provision of this agreement which it may hereafter, in good faith, determine or find to be contrary to law.

~~3-5.~~ The effective dates of the contract shall be July 1, ~~2019-2021~~ through June 30, ~~2021-2022~~.

ARTICLE III - GRIEVANCE PROCEDURES

1. A "grievance" is defined as any violation of the collective bargaining agreement between the North Gibson School Corporation and the North Gibson Education Association (the "CBA").
2. Informal. In the event a teacher believes there has been a violation of the CBA, the teacher or his or her representative shall discuss the alleged violation as soon as practical with his immediate supervisor but in no case shall it be later than 20 calendar days from the date the grievant knew or should have known of the alleged contract violation. The term "supervisor" is interpreted to mean the building principal unless otherwise indicated. If the teacher is not under the supervision of a building principal, then he shall discuss the alleged violation with the director or coordinator to whom he reports. In the event the alleged violation involves more than one building principal, the matter shall be discussed with all building principals concerned. The building principal or supervisor will notify the teacher of the disposition of the informal grievance within fifteen (15) calendar days.
3. Formal. If, after discussion with his immediate supervisor, the teacher feels a grievance still exists, then the following grievance steps may be taken:

Step I. The grievant may, within 15 calendar days of the informal meeting, submit to his immediate supervisor a completed Grievance Report Form. The Grievance Report Form should identify the date of the alleged violation of the CBA, the facts giving rise to the alleged contract violation, the provisions of the CBA allegedly violated, and the relief sought. Within fifteen (15) calendar days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the teacher and/or his representative in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance in writing within fifteen (15) calendar days after such meeting.

Step II. If the teacher is not satisfied with the disposition of the grievance, the grievant may submit the same to the superintendent. Within fifteen (15) calendar days of the date the superintendent receives the grievance, the superintendent will meet with the grievant(s) and his/her representative. Within fifteen (15) calendar days of the meeting, the superintendent will indicate in writing the disposition of the grievance. A copy of this decision shall be forwarded to the grievant and his/her representative, if applicable, and the supervisor. If the grievant fails to forward the grievance to the superintendent within fifteen (15) calendar days after receiving disposition of the grievance from his/her supervisor, the grievance shall be deemed waived.

Step III. If the grievance is not resolved at Step II, the grievant may appeal the superintendent's disposition of the grievance to the Board. The Board will hold a hearing on the grievance. A written answer shall be given by the Board to the grievant and his/her representative within fifteen (15) calendar days after the hearing. The decision of the Board shall be final and binding. If the grievant fails to appeal the grievance to the Board, the grievance shall be deemed waived.

ARTICLE IV-LEAVES OF ABSENCE AND PAID LEAVE

1. ~~Leaves of~~Leaves of Absence

Except for military service and family medical leave, which are governed by federal law, and maternity leave, as hereinafter provided for, a leave of absence shall be granted only to established and professional teachers. Leaves of absence may be granted without pay by the Board upon recommendation of the superintendent for the following reasons:

- a. A leave may be granted for disability based upon a physician's written report stating inability to work. Return to work ~~from disability~~from disability leave shall be based upon a physician's written report stating that the teacher is again able to assume his teaching duties.
- b. A leave may be granted for professional improvement, including study, travel, exchange teaching, and other areas of self-improvement. Such leave shall be granted for one (1) year.
- c. A leave may be granted for service in the Peace Corps and Overseas Dependent Schools. This leave normally will be granted for two (2) years.
- d. Each teacher may take a maximum of five (5) days per year of unpaid personal business leave with the superintendent's prior permission.
- e. Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements for her position. All or any portion of leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. This leave may be taken without jeopardy to re-employment, retirement and salary benefits, tenure and seniority rights.
- f. In the case of the birth or adoption of a child, the teacher adopting the child or either parent of the newborn child may elect to take a one-year unpaid parental leave of absence.
- g. ~~Employees shall~~Employees ~~be~~shall be granted up to twelve (12) weeks of unpaid family medical leave as provided under the Family and Medical Leave Act.
- h. General Leave Provisions

1. No leave shall change the rights of a teacher. If the leave extends ~~beyond the~~beyond the first day of May of any year, the school corporation, if it decides not to renew the teacher's contract, under prevailing law, for the next school year, shall give the teacher notice on or before May 1, that the teacher's contract ~~will not~~will not be renewed.
2. Leaves of absence of one-year duration may be granted at the discretion of the school board during the first ~~13 years~~13 ~~of years~~ ~~employment of~~ ~~as employment as~~ a teacher in the North Gibson School Corporation. Any ~~leave granted~~leave ~~will granted~~ ~~be will~~ be terminated if the teacher accepts full time employment in another school corporation.
3. Notification of intent to return to North Gibson as an employee in the following

year must be made to the Superintendent by March 1 of the year of leave. If notice to return is not received by March 1, employment of the person on leave will be considered terminated. A teacher returning from a leave of absence will have all accrued benefits restored, including advancement on the salary schedule when verification of credit for retirement under the Indiana State Teachers' Retirement Fund is submitted.

3. Paid Leave

a. Nondesignated leave.

All teachers shall be allowed fifteen (15) nondesignated days per year.

1. Unused nondesignated leave days shall be added to the accumulated sick leave.
2. If an on-the-job injury results in an absence from school, this time shall not be deducted from cumulative sick leave.
3. The teacher's contract shall, by attachment, state the number of sick leave days accumulated prior to the beginning of the school year.
4. Up to, but not to exceed fourteen (14) accumulated sick leave days may be used if an ill parent who resides in the same home, spouse or child is hospitalized or in a hospice program, subject to proof of illness or hospitalization.
5. ~~Paid Leave~~Paid Leave Incentive
 - a. A teacher on a contract for the full school year who uses not more than three (3) days of paid leave during the teacher's contracted ~~year~~ school year shall be paid \$1000.
 - b. A teacher on a contract for the full school year who uses not more than four (4) days of paid leave during the teacher's contracted school year shall be paid \$700.
 - c. The paid leave incentive pay shall be deposited into the teacher's Section 403(b) account by July 1 after the conclusion of the school year.
6. No more than twenty-five percent (25%) of the teachers in any one school may take nondesignated leave on the same day. Should the principal receive requests totaling twenty-five percent (25%) of all the teachers in the school, any subsequent requests will automatically be denied.

b. Death.

An additional leave of five (5) school days per death may be taken for the death of any person in the immediate family. Immediate family is defined as parents, step-parents, spouse, brother, sister, child, step-child, current father-in-law, current mother-in-law, and first cousins, or a person residing in the same house as a part of the teacher's household at the time of their death. The specified days of death leave may include time necessary to attend to the personal affairs

of the deceased and must be used within 90 days from the date of death unless the teacher is the administrator of the estate of a member of the immediate family as defined above in which case the time set forth above may be used up to the time of the settlement of the estate.

Three (3) days may be taken at the time of the death of current son-in-law, current daughter-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, aunts, uncles, aunts-in-law, uncles-in-law, grandparents-in-law, nieces, nephews, and nieces- and nephews-in-law.

c. Professional or Civic Leave.

One leave day may be granted for professional or civic affairs if approved in advance by the superintendent or his designee. The purpose of such leave is to allow teachers to contribute their expertise to educational or civic functions.

d. Association Leave

The North Gibson Education President shall be released from his/her non-teaching supervisory duties for up to five (5) hours per week for Association business.

4. Sick Leave Bank.

To relieve teachers of financial burdens caused by extended illnesses, which deplete the number of accumulated sick leave days, a sick leave bank is established.

a. Contributions.

1. Certified personnel shall be entitled to membership by donating one day of accumulated sick leave. Teachers have until September 15 of each year to join. Teachers hired after September 15 may join the bank within 20 days of their initial employment.
2. When the number of days in the bank falls below 50, each teacher shall be asked to donate one more day. Failure to do so shall cause the termination of membership.
3. All days donated to the sick leave bank shall lose their identity as individual sick leave days. If a member should leave the corporation, these days may not be transferred to another corporation.

b. Administration.

1. The North Gibson School Corporation shall administer the ~~sick leave~~sick leave bank. A Sick Leave Bank Committee shall be established to consider all requests. The ~~committee shall~~committee be ~~comprised of~~comprised of two (2) administrators appointed by the superintendent and three (3) teachers appointed by the NGEA president.

c. Procedures for Using the Bank.

1. To qualify for withdrawal from the sick leave bank, an individual's accumulated sick leave must be exhausted ~~and the~~and ~~individual~~individual ~~must~~must ~~individual~~individual ~~have~~have been out of school for a period of five (5) consecutive school days

without pay. If the application is approved, payment shall be made from the ~~sixth~~ sixth day. The committee may disapprove the request or approve any number of days up to the amount requested, but not to exceed 90 days per disability in a school year; provided, however, the above calculation for the number of sick leave bank days for which a teacher may be eligible is limited by the restriction that a teacher may not use sick leave bank days to extend a paid leave after the expiration of the ninety (90) day qualification period for the long term disability insurance.

2. Requests for withdrawal from the bank should be submitted to the Superintendent and should be accompanied by a physician's certificate stating the nature of the illness and the estimated length of disability.
3. Each request is subject to review by the committee every ten (10) school days, and an additional physician's statement may be required.

5. Court Duty Leave.

In case any employee is called for court duty, other than as a litigant, the difference between his regular salary and the salary provided by the court shall be paid by the school corporation.

~~ARTICLE V~~ ARTICLE V ~~-PAYROLL-~~ PAYROLL DEDUCTIONS

1. Annuity Companies

The Board shall establish payroll deduction of tax-sheltered annuities for those teachers who submit salary reduction agreements (SRA) in accord with the North Gibson School Corporation 403(b) plan document. To initiate or change such deduction, said forms may be submitted on a quarterly basis. The deduction shall be made once each month. The Corporation shall transmit the money to the appropriate vendor in accordance with the applicable IRS regulation.

~~ARTICLE VI~~ ARTICLE VI ~~-COMPENSATION-~~ COMPENSATION

1. A teacher shall receive credit on the salary schedule on a year-for-year basis for time spent in active military service up to a maximum of four (4) years of total service.
2. Indiana State Teachers Retirement Fund. The amounts contained in (1) the salary schedule herein and (2) the extra duty pay schedule herein, (3) to the extent allowed by law, the severance pay includes three percent (3.0%) of said amounts to be paid directly to the Indiana State Teachers' Retirement Fund by the Board on behalf of each affected teacher for payment of the teacher's annuity share of such retirement contribution. Thus, the individual teacher's contract for each affected teacher shall be written for the amount of compensation payable which is less the said three percent (3.0%).
3. The basic salary for a teacher shall be paid in twenty-six (26) payments, which shall be approximately equal.
4. A stipend for ancillary duties performed by teachers, when deemed necessary by the school

administration for teacher professional activities, will be paid at the rate of \$20.00 per hour.

5. Experience Credit for New Hires

Any certificated teacher holding a B.S. degree or higher may receive experience credit for related work stipulated for teaching certification. Each year of such related work experience shall be credited as teaching experience for pay purposes if the major portion of the teacher's assignment is in the area requiring related work experience for certification. Teachers, including those with an Emergency Permit, Career Specialist license, or Workplace Specialist license, may receive up to twelve (12) years of experience for related work outside the field of education. To qualify for the master's degree schedule, a teacher with related experience outside the field of education must have a journeyman's card and at least ten (10) years' experience in his/her trade and/or teaching.

6. Salary and Extra-Curricular Schedules

- a. The current 3.0% ISTRF is reflected in these salary schedules. Any extra-curricular positions added by either party shall be funded by that party for the duration of the contract.

7. Summer Employment

Each of the following indices will be based on the individual teacher's individual salary to perform the duties set forth in the Administrative Guidelines.

Guidance Counselor	daily rate .083	
<u>Guidance Director</u>	<u>.127</u>	
Media Specialist (HS)	.083	
Media Specialist (MS)	.055	
Vocational Business <u>(Business)</u> (HS)		.016
Agriculture Instructor	.1127	
School Psychologist	.0497	
<u>Behavior Specialist</u>	<u>.028</u>	
<u>Instructional Coaches</u>	<u>.028</u>	

8. Compensation Plan

A. Salary Range Grid

- 1. The salaries of newly hired teachers by the School Corporation shall also be established pursuant to the following Salary Range Grid:

2019-2020 Range	With 3% ISTRF Contribution		Without 3% ISTRF Contribution	
	Low	High	Low	High
Bachelor's Degree				
BS-0 to BS-5	\$37,086	\$42,762	\$36,006	\$41,515

<i>2019-2020 Range</i>	With 3% ISTRF Contribution		Without 3% ISTRF Contribution	
BS-6 to BS-10	\$43,743	\$47,692	\$42,469	\$46,303
BS-11 to BS-15	\$47,693	\$49,667	\$46,304	\$48,220
BS-16 to BS-20	\$49,668	\$52,624	\$48,221	\$51,091
Bachelor's Degree Plus 15 Hours				
BS+15-0 to BS+15-5	\$38,457	\$43,743	\$37,337	\$42,469
BS+15-6 to BS-15+10	\$44,735	\$49,667	\$43,432	\$48,220
BS+15-11 to BS+15-15	\$49,668	\$51,635	\$48,221	\$50,132
BS+15-16 BS+15-20	\$51,636	\$55,750	\$50,133	\$54,126
Master's Degree				
MS-0 to MS-5	\$39,983	\$45,120	\$38,818	\$43,806
MS-6 to MS-10	\$48,480	\$53,611	\$47,068	\$52,050
MS-11 to MS-15	\$54,893	\$60,022	\$53,295	\$58,274
MS-16 to MS-20	\$61,304	\$71,000	\$59,518	\$68,932
Master's Degree Plus 15 Hours				
MS+15-0 to MS+15-5	\$41,245	\$48,480	\$40,043	\$47,068
MS+15-6 to MS-15+10	\$49,761	\$54,893	\$48,311	\$53,295
MS+15-11 to MS+15-15	\$56,171	\$61,304	\$54,535	\$59,518
MS+15-16 MS+15-20	\$62,688	\$71,659	\$60,765	\$69,572
Master's Degree Plus 30 Hours				
MS+30-0 to MS+30-5	\$42,500	\$49,761	\$41,262	\$48,311
MS+30-6 to MS-30+10	\$51,041	\$55,755	\$49,554	\$54,131
MS+30-11 to MS+30-15	\$57,457	\$62,588	\$55,783	\$60,765
MS+30-16 MS+30-20	\$63,868	\$71,513	\$62,008	\$69,430

2020-2021 Range	With 3% ISTRF Contribution		Without 3% ISTRF Contribution	
	Low	High	Low	High
Bachelor's Degree				
BS-0 to BS-5	\$37,828	\$43,617	\$36,726	\$42,345
BS-6 to BS-10	\$44,618	\$48,646	\$43,318	\$47,229
BS-11 to BS-15	\$48,647	\$50,660	\$47,230	\$49,184
BS-16 to BS-20	\$50,661	\$53,676	\$49,185	\$52,113
Bachelor's Degree Plus 15 Hours				
BS+15-0 to BS+15-5	\$39,226	\$44,618	\$38,084	\$43,318
BS+15-6 to BS+15-10	\$45,630	\$50,660	\$44,301	\$49,184
BS+15-11 to BS+15-15	\$50,661	\$52,668	\$49,185	\$51,135
BS+15-16 to BS+15-20	\$52,669	\$56,865	\$51,136	\$55,209
Master's Degree				
MS-0 to MS-5	\$40,783	\$46,022	\$39,594	\$44,682
MS-6 to MS-10	\$49,450	\$54,683	\$48,009	\$53,091
MS-11 to MS-15	\$55,991	\$61,222	\$54,361	\$59,439
MS-16 to MS-20	\$62,530	\$72,420	\$60,708	\$70,311
Master's Degree Plus 15 Hours				
MS+15-0 to MS+15-5	\$43,350	\$50,756	\$42,087	\$49,277
MS+15-6 to MS+15-10	\$52,062	\$56,870	\$50,545	\$55,214
MS+15-11 to MS+15-15	\$58,606	\$63,840	\$56,899	\$61,980
MS+15-16 to MS+15-20	\$65,145	\$72,943	\$63,248	\$70,819

<u>2021-2022 Range</u>	<u>With 3% ISTRF Contribution</u>		<u>Without 3% ISTRF Contribution</u>	
	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
-	-	-	-	-
<u>Bachelor's Degree</u>				
-	-	-	-	-
<u>BS-0 to BS-5</u>	<u>\$39,719</u>	<u>\$45,798</u>	<u>\$38,563</u>	<u>\$44,464</u>

<u>BS-6 to BS-10</u>	<u>\$46,849</u>	<u>\$51,078</u>	<u>\$45,484</u>	<u>\$49,591</u>
<u>BS-11 to BS-15</u>	<u>\$51,079</u>	<u>\$53,193</u>	<u>\$49,592</u>	<u>\$51,644</u>
<u>BS-16 to BS-20</u>	<u>\$53,194</u>	<u>\$56,360</u>	<u>\$51,645</u>	<u>\$54,718</u>
-	-	-	-	-
<u>Bachelor's Degree</u>	-	-	-	-
<u>Plus 15 Hours</u>	-	-	-	-
-	-	-	-	-
<u>BS+15-0 to BS+15-5</u>	<u>\$41,187</u>	<u>\$46,849</u>	<u>\$39,988</u>	<u>\$45,484</u>
<u>BS+15-6 to BS+15-10</u>	<u>\$47,912</u>	<u>\$53,193</u>	<u>\$46,516</u>	<u>\$51,644</u>
<u>BS+15-11 to BS+15-15</u>	<u>\$53,194</u>	<u>\$55,301</u>	<u>\$51,645</u>	<u>\$53,691</u>
<u>BS+15-16 to BS+15-20</u>	<u>\$55,302</u>	<u>\$59,708</u>	<u>\$53,692</u>	<u>\$57,969</u>
-	-	-	-	-
<u>Master's Degree</u>	-	-	-	-
-	-	-	-	-
<u>MS-0 to MS-5</u>	<u>\$42,822</u>	<u>\$48,323</u>	<u>\$41,575</u>	<u>\$46,916</u>
<u>MS-6 to MS-10</u>	<u>\$51,923</u>	<u>\$57,417</u>	<u>\$50,410</u>	<u>\$55,745</u>
<u>MS-11 to MS-15</u>	<u>\$58,791</u>	<u>\$64,283</u>	<u>\$57,078</u>	<u>\$62,411</u>
<u>MS-16 to MS-20</u>	<u>\$65,657</u>	<u>\$76,041</u>	<u>\$63,744</u>	<u>\$73,826</u>
-	-	-	-	-
<u>Master's Degree</u>	-	-	-	-
<u>Plus 15 Hours</u>	-	-	-	-
-	-	-	-	-
<u>MS+15-0 to MS+15-5</u>	<u>\$45,518</u>	<u>\$53,294</u>	<u>\$44,192</u>	<u>\$51,742</u>
<u>MS+15-6 to MS+15-10</u>	<u>\$54,665</u>	<u>\$59,714</u>	<u>\$53,073</u>	<u>\$57,974</u>
<u>MS+15-11 to MS+15-15</u>	<u>\$61,536</u>	<u>\$67,032</u>	<u>\$59,744</u>	<u>\$65,080</u>
<u>MS+15-16 to MS+15-20</u>	<u>\$68,402</u>	<u>\$76,590</u>	<u>\$66,410</u>	<u>\$74,359</u>

2. Initial Placement

Teachers newly hired for the ~~2019-2020~~2021-2022 and ~~2020-2021~~ school years will be offered a competitive salary within the ranges above commensurate with the needs of the school corporation and the qualifications of the candidates. Teachers newly hired for the 2021-2022 school year whose initial salary is below the new minimum salary of the BS-0 to BS-5 hiring range in the chart above shall have their initial salary adjusted to the new minimum salary. The Superintendent has the authority to hire staff at one range below the range commensurate with the teacher's education and experience. In addition, the Superintendent shall have the authority to pay the new hire a one-time stipend of up to \$5000 in addition to the new hire's salary. The Board and the Association must mutually agree to any other variation in the salary placement of a new hire.

3. Funds Available for Base Salary Increases

For the ~~2019-2020~~2021-2022 academic year, the negotiated amount available to fund base salary increases for teachers is an amount equal to ~~two and one-half~~five percent (~~2.55.0~~5.0) of

the total cost of teacher base salaries for the ~~2019-2021-2020-2022~~ school year, inclusive of any fixed costs associated with teacher salaries for the Board, including but not limited to ISTRF and FICA. ~~For the 2020-2021 academic year, the negotiated amount available to fund base salary increases for teachers is an amount equal to two percent (2.0%) of the total cost of teacher base salaries for the 2020-2021 school year, inclusive of any fixed costs associated with teacher salaries for the Board, including but not limited to ISTRF and FICA.~~ The total negotiated amounts for increases to base salaries will be divided by all points earned by all eligible teachers during the previous school year using the following factors to determine a dollar value per point.

4. General Eligibility

~~a. To be eligible to receive a base salary increase, a teacher must meet the eligibility requirements for the factors in Section E below.~~

b.a. Except as provided in Indiana Code 20-28-9-1.5(f), a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.

5. Factors and Definitions

a. Evaluation rating –The teacher received a highly effective or effective evaluation for the prior year, except that a teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a base salary increase. Teachers who receive an evaluation rating of Ineffective or Improvement Necessary on their prior school year evaluation will not be eligible for a base salary increase and shall remain at their prior school year base salary.

~~b. Experience - To be eligible for a base salary increase,~~ The teacher must have been in paid status as defined by the Indiana Public Retirement System by the Board for at least 120 days during the previous school year and must continue to be employed by the Board on September 1 of the current school year.

For the 2021-2022 academic year only, the evaluation and experience factors for a teacher who was on leave due to the COVID-19 pandemic during the 2020-2021 academic year shall be based on their evaluation and experience from the 2019-2020 academic year.

6. Weights to be Assigned to Factors

a. Evaluation Rating

a. Highly Effective	75 points
b. Effective	70 points
c. Improvement Necessary	0 points
d. Ineffective	0 points

b. Experience – 25 points

7. Time of Payment

The Board will pay the base salary increases and stipends described herein not later than 60 days after all ~~State data that is part of the North Gibson evaluation rubric is received from the State of Indiana and~~ evaluations for the preceding school year have been completed. Base salary increases will be applied retroactively to the start of the current school year.

8. Salary Range

The salary range is ~~\$35,300~~\$36,726 to ~~\$69,724~~\$72,149 and will adjust accordingly as the increases in this agreement are applied.

9. ~~Dual Credit Stipend and Reimbursement~~Tuition Reimbursement

Teachers who are taking courses to become credentialed to teach dual credit courses in specific content areas requiring eighteen (18) additional content area credit hours will be eligible for tuition reimbursement in the amount of \$300 per content area credit hour up to a maximum of eighteen (18) credit hours if the teacher meets all of the ~~following~~ requirements listed below. Teachers who are taking courses to complete a special education degree or special education certification program will be eligible for tuition reimbursement in the amount of \$300 per content area credit hour if the teacher meets all of the requirements listed below. Up to two (2) teachers per year are eligible for such tuition reimbursement for a special education degree or special education certification program per year.:

- (a) The teacher must receive prior approval from the Superintendent for each class taken;
- (b) The teacher must earn at least a B for each class taken;
- (c) The teacher must sign an agreement/plan with the post-secondary institution providing the content area dual credit course hours;
- (d) The teacher must demonstrate a good faith effort to complete the coursework and attain the credentials to teach dual credit;
- (e) The teacher must sign a repayment agreement whereby the teacher will individually agree to be responsible for repaying reimbursement funds to the School Corporation in accordance with the following repayment schedule:
 - a. ~~If the teacher completes less than a 3-year~~3-year contract post-credentialing, then the teacher will repay 100% of the stipend and tuition reimbursement.
 - b. No tuition reimbursement will be available if the courses taken by the teacher are taken through a free State University program.

North Gibson ECA Schedule

~~2019-2021~~2021-2022

NOTE: The number of ECA positions was not bargained by the parties and is included for informational purposes only.

	2019-2021 <u>2021-2022</u> Schedule	2019-2021 <u>2021-2022</u> w/o ISTRF
Music Program:		
HS Band Director	\$4,819	\$4,678.36
HS Marching Asst.	\$1,296	\$1,258.09
MS/HS Orchestra/Jazz Band	\$1,296	\$1,258.09
MS Band	\$1,296	\$1,258.09
HS Vocal Music	\$2,225	\$2,160.22
MS Vocal Music	\$1,296	\$1,258.09
Marching Band Director (Summer)	\$4,662	\$4,526.37
Drama/Theatre:		
Music Director-Fall Musical	\$2,779	\$2,697.58
Drama Director-Fall Musical	\$2,779	\$2,697.58
Show Choir Director	\$2,779	\$2,697.58
Drama Director-Spring Play	\$1,854	\$1,800.35
Asst. Drama Dir.-Spring Play	\$1,112	\$1,079.62
Musical Accompanist	\$720	\$699.15
Choreography for Choir/Musical	\$557	\$540.30
Light/Sound for Musical/Play	\$557	\$540.30
<u>Set Design/Construction for Musical/Play</u>	<u>\$466</u>	<u>\$452.05</u>
Director of Pit for Musical	\$466	\$452.05
Academic Competition:		
HS Academic Coordinator	\$1,480	\$1,436.55
HS Speech Coach	\$1,438	\$1,396.35
HS Spell Bowl Coach	\$833	\$808.98
HS Academic Coaches (divided among#)	\$2,609	\$2,532.85
MS Spell Bowl Coach	\$466	\$452.05
MS Academic Coaches (divided among#)	\$1,859	\$1,805.25
Sponsors:		
Junior Class	\$1,393	\$1,352.22
HS Cheerleader	\$1,429	\$1,387.53
HS Yearbook	\$1,681	\$1,631.69
MS Cheerleader	\$1,181	\$1,146.30
HS Pep Club/Spirit Machine	\$833	\$808.98
Senior Class	\$833	\$808.98

	<u>2019- 2021</u> <u>2021- 2022</u> Schedule	<u>2019- 2021</u> <u>2021- 2022</u> w/o ISTRF
HS Student Council	\$833	\$808.98

HS Honor Society	\$833	\$808.98
HS Dance Team	\$833	\$808.98
HS Assistant Cheerleader	\$648	\$629.53
MS Yearbook	\$648	\$629.53
HS Newspaper	\$648	\$629.53
MS Honor Society	\$648	\$629.53
HSEOEA	\$557	\$540.30
HSFFA	\$557	\$540.30
HS KEY CLUB	\$557	\$540.30
MS Newspaper	\$466	\$452.05
MS Student Council	\$466	\$452.05
MS Pep Club	\$466	\$452.05
IS Student Council	\$428	\$415.77
Other:		
Concession Coordinator	\$1,393	\$1,352.22
HS Guidance Counselor	\$1,112	\$1,079.62
MS Guidance Counselor	\$1,112	\$1,079.62
Teacher Mentors (ea)	\$1,077	\$1,045.30
<u>Self-contained Special Education (ea)</u>	<u>\$2,750</u>	<u>\$2,669.90</u>
<u>Non self-contained Special Education (ea)</u>	<u>\$1,375</u>	<u>\$1,334.95</u>
<u>Speech (ea)</u>	<u>\$750</u>	<u>\$728.16</u>
North Central Chair. #1	\$571	\$554.03
North Central Chair. #2	\$571	\$554.03
North Central Chair <u>Central Chair</u> . #3	\$571	\$554.03
North Central Chair. #4	\$571	\$554.03
(MS/HS North Central Chairs each receive stipend for 2 years during NCA cycle)		
PL 221 (up to 3 per school)	\$571	\$554.03
Directors & Specialist:		
Vocational Clerical –	\$428	\$415.77
Guidance	\$2,556	\$2,481.55
A/V	\$1,296	\$1,258.09
Department Chair - English	\$1,231	\$1,195.34
Department Chair - Math	\$1,231	\$1,195.34
Department Chair - Humanities	\$1,231	\$1,195.34
Department Chair - Science/PE/Health	\$1,231	\$1,195.34
Department Chair - Special Education	\$1,231	\$1,195.34
Department Chair - Business/Technology	\$1,231	\$1,195.34
<u>K Lead Teacher</u>	<u>\$1,231</u>	<u>\$1,195.34</u>

<u>Grade 1 Lead Teacher</u>	<u>\$1,231</u>	<u>\$1,195.34</u>
<u>Grade 2 Lead Teacher</u>	<u>\$1,231</u>	<u>\$1,195.34</u>
<u>Grade 3 Lead Teacher</u>	<u>\$1,231</u>	<u>\$1,195.34</u>
<u>Grade 4 Lead Teacher</u>	<u>\$1,231</u>	<u>\$1,195.34</u>
<u>Grade 5 Lead Teacher</u>	<u>\$1,231</u>	<u>\$1,195.34</u>
<u>Grade 6 Lead Teacher</u>	<u>\$1,231</u>	<u>\$1,195.34</u>
<u>Grade 7 Lead Teacher</u>	<u>\$1,231</u>	<u>\$1,195.34</u>
<u>Grade 8 Lead Teacher</u>	<u>\$1,231</u>	<u>\$1,195.34</u>
Driver Education	\$927	\$900.17
Computer Specialist - PCHS	\$736	\$714.85
Computer Specialist - PCHS	\$736	\$714.85

Computer Specialist - PCMS	\$736	\$714.85
Computer Specialist - PCMS	\$736	\$714.85
Computer Specialist - PCIS	\$736	\$714.85
Computer Specialist - PCIS	\$736	\$714.85
Computer Specialist - PCIS	\$736	\$714.85
Computer Specialist - PCPS	\$736	\$714.85
Computer Specialist - PCPS	\$736	\$714.85
Computer Specialist - PCPS	\$736	\$714.85
Lego Robotics (2)	\$1,200	\$1,164
HS Robotics	\$1,200	\$1,164
Dual Credit Courses	\$400 per course taught	\$388.35 per course taught
ATHLETICS		
Assistant to Athletic Director	\$5000	\$4854.37
Basketball:		
HS Boys Head Coach	\$8,483	\$8,235.91
HS Boys Asst. #1	\$4,630	\$4,494.99
HS Boys Asst. #2	\$4,630	\$4,494.99
HS Boys Asst. #3	\$4,630	\$4,494.99
HS Girls Head Coach	\$8,483	\$8,235.91
HS Girls Asst #1	\$4,630	\$4,494.99
HS Girls Asst #2	\$4,630	\$4,494.99
HS Girls Asst #3	\$4,630	\$4,494.99
8th. Grade Boys	\$2,597	\$2,521.08
8th. Grade Girls	\$2,597	\$2,521.08
7th. Grade Boys	\$2,597	\$2,521.08
7th. Grade Girls	\$2,597	\$2,521.08
6th. Grade Boys	\$1,480	\$1,436.55
6th. Grade Girls	\$1,480	\$1,436.55
5th. Grade Boys	\$1,480	\$1,436.55
5th. Grade Girls	\$1,480	\$1,436.55
Football:		
HS Head Coach	\$8,160	\$7,922.13
HS Asst. Coaches #1	\$4,486	\$4,355.75
HS Asst. Coaches #2	\$4,486	\$4,355.75
HS Asst. Coaches #3	\$4,486	\$4,355.75
HS Asst. Coaches #4	\$4,486	\$4,355.75
HS Asst. Coaches #5	\$4,486	\$4,355.75
8th. Grade Head Coach	\$2,225	\$2,160.22
7th Grade Head Coach	\$2,225	\$2,160.22
8th Grade Asst. Coach	\$1,668	\$1,618.94
7th Grade Asst. Coach	\$1,668	\$1,618.94

Wrestling:		
HS Head Coach	\$4,819	\$4,678.36
HS Asst. Coaches #1	\$3,150	\$3,058.44
HS Asst. Coaches #2	\$3,150	\$3,058.44
MS Head Coach	\$1,480	\$1,436.55
MS Asst. Coaches #1	\$1,296	\$1,258.09
MS Asst. Coaches #2	\$1,296	\$1,258.09
Baseball:		
HS Head Coach	\$4,819	\$4,678.36
HS Asst. Coaches #1	\$3,150	\$3,058.44
HS Asst. Coaches #2	\$3,150	\$3,058.44
Softball:		
HS Head Coach	\$4,819	\$4,678.36
HS Asst. Coach #1	\$3,150	\$3,058.44
HS Asst. Coach #2	\$3,150	\$3,058.44
Track:		
HS Head Coach Boys	\$4,076	\$3,957.63
HS Head Coach Girls	\$4,076	\$3,957.63
HS Asst. Coach Boys	\$2,225	\$2,160.22
HS Asst. Coach Girls	\$2,225	\$2,160.22
MS Head Coach Boys	\$1,480	\$1,436.55
MS Head Coach Girls	\$1,480	\$1,436.55
MS Asst. Coach Boys/Girls	\$1,296	\$1,258.09
Volleyball:		
HS Head Coach	\$4,076	\$3,957.63
HS Asst. Coach #1	\$2,225	\$2,160.22
HS Asst. Coach #2	\$2,225	\$2,160.22
8th. Grade Coach	\$1,623	\$1,575.79
7th. Grade Coach	\$1,623	\$1,575.79
6 th Grade Coach	\$1,480	\$1,436.55
Soccer:		
HS Head Boys Coach	\$4,076	\$3,957.63
HS Head Girls Coach	\$4,076	\$3,957.63
HS Asst Coach Boys	\$2,225	\$2,160.22
HS Asst Coach Girls	\$2,225	\$2,160.22
Tennis:		

HS Head Coach Boys	\$2,225	\$2,160.22
HS Head Coach Girls	\$2,225	\$2,160.22
HS Asst. Coach Boys	\$1,296	\$1,258.09
HS Asst. Coach Girls	\$1,296	\$1,258.09
Golf:		
HS Head Coach Boys	\$2,225	\$2,160.22
HS Head Coach Girls	\$2,225	\$2,160.22
Cross Country:		
HS Boys & Girls #1	\$2,225	\$2,160.22
HS Boys & Girls #2	\$2,225	\$2,160.22
MS Cross Country	\$1,296	\$1,258.09
<u>MS Asst. Cross Country</u>	<u>\$1,296</u>	<u>\$1,258.09</u>
Archery:		
HS Head Archery	\$1,480	\$1,436.89
HS Archery Assistant	\$750	\$728.16
MS Head Archery	\$1,480	\$1,436.89
MS Assistant Archery	\$750	\$728.16
<u>Swimming/Diving</u>		
<u>HS Head Swimming/Diving</u>	<u>\$4,819</u>	<u>\$4,678.64</u>
<u>HS Assistant Swimming/Diving</u>	<u>\$3,150</u>	<u>\$3,058.25</u>

ARTICLE VII - FRINGE BENEFITS

1. ~~I. — Severance Pay~~ Severance Pay - Effective August 1, 2007 and thereafter
 - a. Certified employees may qualify for severance pay by (1) having served 18 consecutive years in the North Gibson School Corporation, including approved leaves of absence or (2) having served 10 consecutive years in the North Gibson School Corporation immediately prior to retirement which must be verifiable by a designated retirement plan approved by the Indiana State Teachers' Retirement Fund or (3) at age 55 by having served 15 years in the Corporation, the last 10 of which were consecutive.

Approved leaves of absence shall be counted both for the 15 and the 10-year stipulations. An individual may receive severance pay only one time from the Corporation.
 - b. At retirement the teacher will receive payment for his unused sick days up to a maximum of forty (40) days at the rate of \$50 per day. This amount, up to 40 days, will be paid in a lump sum by contract addendum by June 30.
2. Group Medical Plan:

The North Gibson School Corporation Group Medical Plan will be implemented

during the term of the contract:

- a. Release Time for Second Opinion. If a teacher brings ~~from a from a doctor~~ a doctor a request for a second opinion that must be secured during school hours for himself or a member of his family covered under the same plan, the teacher will not have to use sick days or nondesignated leave days for this purpose.
- b. The North Gibson School Corporation will provide health insurance for teachers. The policy and its benefits shall be mutually agreed upon by both parties.

3. Insurance Costs:

The Board will contribute the following amounts toward the premium of the health insurance plan selected by the employee:

Group / Plan Type	Employer Monthly Share	Employer Annual HSA Contribution
Single	\$534.42	NA
Employee Plus One	\$1,098.33	NA
Family	\$1,609.42	NA
High Deductible Health Plan 1		
Single*	\$472.22	\$174.66
Employee Plus One	\$995.45	\$494.38
Family	\$1,431.76	\$494.38

*The Board will make a reduction in the cost of the high deductible Single Health Plan to meet the requirements of the Affordable Care Act.

Employee contributions to health insurance remain at 2018-2019 levels for the duration of this contract.

b. Life Insurance

- 1. ~~The North~~ The North- Gibson ~~School Corporation~~ School Corporation -will pay \$10.00 per month for a \$50,000 single term life insurance policy (including AD&D), for active teachers; and for retired teachers for the lesser of ten (10) years, or until he/she attains eligibility for normal non-reduced old age insurance benefits under Title II of the Social Security Act.
- 2. Supplemental Term Life and AD&D in increments of \$25,000 or \$50,000 shall be provided at the same rate as the basic group life. Group participation requires a minimum of 50 percent of the eligible enrollees. The insurance carrier guarantees issue under the Supplemental Term Life plan without the requirement of a physical examination.
- 3. Dependent Term Life Insurance may be obtained in the amount of \$5,000 for spouse and \$2,500 for each child. No participation percentage is

required. The insurance carrier guarantees issue under the Dependent Term Life plan without the requirement of a physical examination.

c. Long-~~Term Disability~~Term Disability Insurance

The North Gibson School Corporation shall pay the full cost of a Long Term Disability Plan for all teachers. The policy and its benefits shall be mutually agreed upon by both parties. The plan design will include a ninety (90) day waiting period.

d. Vision Insurance

The North Gibson School Corporation shall provide each employee a ~~fully paid~~fully paid single vision insurance plan ~~policy or policy amount or amount~~ not to exceed seventy-five dollars (\$75.00) annually toward the cost of the family plan. The policy and its benefits shall be ~~mutually agreed upon~~mutually agreed upon by the parties.

~~ARTICLE VII~~ARTICLE VIII -SEVERABILITY

This contract supersedes and cancels any and all previous contracts or agreements, oral or written or based on alleged past practices, between the school employer and NGEA and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

If any Article or Section of this contract or of any rider thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE IX
BUYOUT OF SEVERANCE PAY AND EARLY RETIREMENT PLAN**

1. Entitlement to Retirement Benefits, Vesting and Access to the Buy-out Benefits

- a. Upon retirement from the Corporation, a teacher shall be fully vested in, and have access to, his or her 401(a) account attributable to the buy-out of the Early Retirement Plan and the VEBA account attributable to the buy-out of the Early Retirement insurance subsidy, if the teacher has at least fifteen (15) years of service in the NGSC, has attained age 55 by December 31st of the year of retirement, and has given the Superintendent written notice on or before March 15 of the year of retirement, of his/her election to retire. If a teacher retires or terminates employment with the Corporation before satisfying such vesting criteria, his or her 401(a) account attributable to the buy-out of the Early Retirement Plan and VEBA account attributable to the buy-out of the Early Retirement insurance subsidy shall be forfeited and placed in a forfeiture suspense account. The forfeiture accounts are to be used by the NGSC to offset future NGSC contributions to the 401(a) plan or in the case of the VEBA, for future NGSC obligations.
- b. Upon resignation or retirement from the Corporation, a teacher shall be fully vested in, and have access to, the funds in the teacher's 401(a) account attributable to the

buyout of the Severance Pay, pay for years of service and accumulated sick leave, if the teacher (1) has served 18 consecutive years in the North Gibson School Corporation, including approved leaves of absence; or (2) has served 10 consecutive years in the North Gibson School Corporation immediately prior to retirement which must be verifiable by a designated retirement plan approved by the Indiana State Teachers' Retirement Fund; or (3) at age 55 has served 15 years in the Corporation, the last 10 of which were consecutive. If a teacher retires or terminates employment with the Corporation before satisfying such vesting criteria, his or her 401(a) account attributable to the buy-out of the Severance Pay, pay for years of service and accumulated sick leave shall be forfeited and placed in a forfeiture suspense account to be used by the NGSC to offset future NGSC contributions to the 401(a) plan.

- c. Any teacher who dies before retirement or resignation, but would have been vested as per Sections a. and b. above, shall be deemed vested in, and his beneficiary(ies) shall have access to, the respective benefit for which he or she is qualified in accordance with IRS regulations governing the accounts.
- d. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, or the employee is placed on the RIF/Recall list, such period of leave or RIF shall not result in forfeiture of any buy-out amount, provided the employee shall return to employment following the expiration of the period of leave or reduction-in-force.

2. Buy-Out Tax ~~Vehicle Allocation~~ Vehicle Allocation Plans

- a. Severance Pay Section 401(a) Plan
 - 1. The funds, based on present value of the severance pay (years of service and accumulated sick days) shall be deposited in separate accounts for each teacher under the Severance Pay 401(a) plan. Interest shall accrue at the assumed interest rate and the present value amounts plus interest shall be contributed to the teachers' accounts. See Appendix A.
 - 2. The amount calculated for each teacher will be invested in a separate account. There will ~~be no commingling of accounts of and accounts each and teacher~~ each teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for the Severance Pay 401(a) Plan.
 - 3. Until such time that a teacher has retired or resigned ~~and satisfied and the satisfied the~~ vesting requirements set forth in this ~~Article, Section~~ Article, Section 2(b), the, ~~teacher~~ the teacher shall have no access to the assets held in his or her separate Severance Pay 401(a) plan account.
 - 4. If an employee terminates employment before satisfaction of the vesting requirements set forth in this Article, the terminated employee's Severance Pay 401(a) plan account shall be forfeited upon the Board's acceptance of resignation or termination.

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

6. The school corporation shall not be paid any compensation ~~for its~~ for its services performed on behalf of the Severance Pay 401(a) plan. All costs incurred in the administration of the Severance Pay 401(a) plan and investment fees shall be paid from the individual's 401(a) plan assets.

b. Old Early Retirement Plan Section 401(a) Plan

1. The funds, based on present value of the old early retirement plan, shall be deposited in separate accounts for each teacher under the Old Early Retirement 401(a) plan. Interest shall accrue at the assumed interest rate and the present value amounts plus interest shall be contributed to the teachers' accounts. See Appendix A.

2. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and ~~each teacher~~ each teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for the Old Early Retirement 401(a) Plan.

3. Until such time that a teacher has retired or resigned and satisfied the vesting requirements set forth in this Article, Section 2(a), the teacher shall have no access to the assets held in his or her separate Old Early Retirement 401(a) plan account.

4. If an employee terminates employment before satisfaction of the vesting requirements set forth in this Article, the terminated employee's Old Early Retirement 401(a) plan account shall be forfeited upon the Board's acceptance of resignation or termination.

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

6. The school corporation shall not be paid any compensation for its services

performed on behalf of the Old Early Retirement 401(a) plan. All costs incurred in the administration of the Old Early Retirement 401(a) plan and investment fees shall be paid from the individual's 401(a) plan assets.

c. Health Insurance Subsidy VEBA Buy-out Plan

1. The school corporation shall establish a qualified VEBA plan as described in the IRS Code. The present value of the health insurance subsidy buy-out benefit shall be contributed by the school corporation to the VEBA for each teacher. The terms and conditions for the administration of the VEBA plan shall be as follows:

a. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA Plan.

b. Until such time that a teacher has retired or ~~resigned and~~ resigned and satisfied the vesting requirements set forth in this Article, Section 2(a), the teacher shall have no access to the ~~assets held~~ assets held in his or her separate VEBA plan account.

c. If an employee terminates employment before satisfaction of the vesting requirements set forth in this Article, the terminated employee's VEBA plan account shall be forfeited upon the Board's acceptance of resignation or termination. The funds shall be placed in the forfeiture account and used to offset future NGSC obligations.

d. Following retirement and the satisfaction of the vesting requirements set forth in this Article, a retired employee may elect to commence distributions from his VEBA plan account. If an employee dies after having satisfied the vesting requirements of this Article, the deceased employee's VEBA account shall be distributable in accordance with IRS regulations governing VEBA accounts. At no time may a participant borrow from his VEBA plan account.

5. The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA plan. All costs incurred in the administration of the VEBA plan and investment fees shall be paid from the VEBA plan assets.

**ARTICLE X
RETIREMENT SAVINGS 401(a) PLAN**

I. The Corporation shall establish a qualified retirement plan as described in section 401(a) of the Internal Revenue Service Code. This Plan is for all teachers who were less than age 40, and ~~or who~~ who had less than ~~fifteen~~ fifteen (15) years of service in the Corporation as of June 30, 2001. This Plan is for all teachers hired on or after June 30, 2001. This Plan replaces the Voluntary Early Retirement Plan in Article XIV.

2. For each eligible employee covered by this bargaining agreement, the Corporation agrees to make a matching contribution into each individual's separate 401(a) account of two percent (2%). The teacher's same percentage match shall be contributed to any current 403(b) vendor. The Corporation shall make monthly contributions. Each employee shall select his investment options. The investment vendor for the 401(a) plan ~~shall be~~ shall be mutually selected by the parties.

3. Teachers are fully vested in the 401(a) Plan after seven (7) years of service. The teacher is immediately vested in his/her 403(b) matching contribution.

APPENDIX A
BUYOUT OF SEVERANCE PAY AND EARLY RETIREMENT PLAN

Elimination of 2005-2006-Contract's Severance Pay and Early Retirement Plan and Early Retirement Health Insurance Subsidy

1. The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier contracts. Exercising this authority, the Board and the Association now confirm that Article XI Fringe Benefits, Section 1. Severance Pay in the 2005-06 Contract is terminated. Effective August 1, 2007, Severance pay is amended in the 2006-07 Contract to provide payment for up to forty (40) days of unused sick leave at fifty (\$50) per day if the criteria for eligibility under Article XI Section ~~1~~.1.a. are satisfied. The total amount will be added to the base salary of the retiring teacher and paid by contract addendum in the last year prior to retirement and paid in a lump sum by the June 30th of the last contract year. Article XIV Early Retirement Plan in the 2005-06 Contract is terminated. The Early Retirement Insurance Subsidy in the 2005-06 Contract is terminated. The eliminated part of Severance Pay, the Early Retirement Plan and Early Retirement Insurance subsidy shall not apply to any teacher retiring from employment with the school corporation on or after August 10, 2007. Those teachers who retired from employment before the effective date of the buy-out shall only be entitled to the retirement benefits contained in the prior Contract as of the time of his or her retirement.

2. **Actuarial Determination of Value of the Severance Pay and Early Retirement Plan Benefits**

The actuarial firm of McCready and Keene has been selected to determine the present value of the unfunded severance pay, early retirement plan and health insurance benefits described in the 2005-2006 Contract for each teacher who was employed as of the 2006- 2007 school year and returned for the 2007-2008 Contract year and otherwise eligible for such benefit and is in the employ of the School Corporation as of December 1, 2007. In making this present value determination, the following assumptions were used:

- a. The assumed interest rate for the purpose of determining the present value is five percent (5%) in the first seven (7) years of the plan and seven percent (7%) each year thereafter. However, for post-retirement cash flow purposes, a five percent (5%) interest rate is used.

- b. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-nine (59) or on June 30, 2007 if the individual is already age fifty-nine (59) or older and has satisfied any retirement eligibility requirements for the specified benefit. If such employee continues employment after the attainment of age fifty-nine (59), and the employee was eligible for ongoing Board contributions to the 401(a) plan before attaining age 59, such contributions will continue.

- c. The Board's buy-out contribution for the early retirement plan's health insurance subsidy ~~which is~~which is for post-retirement health ~~insurance premiums~~insurance is premiums is based on the \$2000 contribution for the single plan unless the teacher was age 40 with fifteen (15) years of service in NGSC as of June 30, 2001, and the teacher was enrolled ~~in the employee plus~~employee plus one or family plan as of June 30, 2007, in which case \$5,000 is the assumed Board contribution per year from the employee's current age if age 59 or over, or from age 59 to when the employee is eligible for Medicare. Furthermore, payments will be assumed to terminate when the individual would be eligible for Medicare benefits.
- d. For those eligible for a buy-out contribution for severance pay, it shall be determined using the following assumptions:
1. It is assumed that individuals do not retire until the later of:
 - (a) the attainment of age fifty-nine (59), or
 - (b) satisfaction of the eligibility requirements in Section 2(b) of this Article
 2. If the teacher has not already received a buy-out contribution for such years of service, \$175 per year of service, in the NGSC projected to the assumed age at retirement of 59.
 3. \$50 per day for each day of accumulated sick leave as of June 30, 2007 projected to accrue at eight (8) days per year to the assumed age of retirement of 59; however, forty (40) days shall not be bought out.
- e. Using the method of calculation described in Article XIV Early Retirement Plan in the 2005-2006 Contract, the present value of the early retirement benefit for each teacher who was at least age 40 with fifteen (15) years of service in NGSC as of June 30, 2001 will be determined, using the following assumptions:
1. The M.S. starting salary as of June 30, 2006 is assumed to increase three (3%) per year until the assumed retirement age of 59, or if later, the age at which all requirements for such benefit would have been satisfied. The salary is the base salary plus the 3% TRF.
 2. The early retirement benefit is computed as one and forty-nine (1.49%) percent of the M.S. projected starting salary, including the three (3%) TRF, in the year the teacher reaches the assumed retirement age times the teacher's projected years of experience in the NGSC with a maximum of twenty (20) years being credited. This product is assumed to be paid per year from the assumed retirement age until the teacher attains eligibility for nonreduced Social Security.

- f. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information: date of birth, date of hire, age, years of service in the NGSC and total years of service as of June 30, 2007, and accumulated sick leave as of June 30, 2007. McCready and Keene shall assist in the preparation of this verification sheet for each teacher. The Board will have the responsibility to forward the verification sheets to the respective teacher. Any corrections must be returned to the Board by the date indicated on the verification sheets. Failure to return the verification sheet by the date designated shall result in the presumption that the information is accurate.

- g. Using the above assumptions and the other assumptions contained on the buyout spreadsheet, McCready and Keene shall prepare the present value calculations for each teacher. Each teacher shall receive two copies; one to sign and return which shall be kept in the NGSC files, and one to be retained by the teacher. The contributions described hereinafter will be made by the funding date. If not, interest shall accrue at the assumed interest rate and the present value amounts plus interest shall be contributed to the teachers' accounts.