

# **Collective Bargaining Agreement**

**Between**  
**Garrett-Keyser-Butler**  
**Community School District**  
**And**  
**Garrett-Keyser-Butler**  
**Education Association**  
**July 1, 2017 – June 30, 2019**



# Garrett-Keyser-Butler Community School District Collective Bargaining Agreement

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## **ARTICLE I - RECOGNITION**

The Board of Education of the Garrett-Keyser-Butler Community School Corporation agrees to recognize the Garrett-Keyser-Butler Education Association as the exclusive representative for all full-time certificated teaching personnel in the School Corporation with exception of the superintendent, the elementary principal, the assistant elementary principal, the high school principal, the assistant high school principal, the middle school principal, the assistant middle school principal, athletic director, and full-time administrative assistant to the superintendent. The current head football coach is grandfathered. When replaced, this position will again be part of the bargaining unit.

With respect to the obligations contained in this Contract to negotiate with the Association matters pertaining to school employees' salary, wages, and salary and wage benefits; including accident, sickness, health, vision, life, disability, retirement benefits, and paid time off for teachers in the Garrett-Keyser-Butler Community School District, it is understood that nothing contained herein shall be construed to deny or restrict to any teacher or to the Board rights they may have under Indiana Code or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.

### **A. DEFINITION OF TERMS**

1. The term "teacher" when used in this contract shall refer to all certificated personnel employed by the Board except the superintendent, the elementary principal, the assistant elementary principal, the high school principal, the assistant high school principal, the middle school principal, the assistant middle school principal, the athletic director, and the full time administrative assistant to the superintendent. The current head football coach is grandfathered. When replaced, this position will again be part of the bargaining unit.
2. The term "Board" shall mean the Garrett-Keyser-Butler School Board.
3. The term "Association" shall mean the Garrett-Keyser-Butler Education Association.

## **ARTICLE II - TERMS OF AGREEMENT**

1. All bargainable issues have been discussed during the negotiations leading to this agreement.
2. Any provision in this contract which conflicts with any provision of law, statutory or judicial, or any mandated requirement of any state administrative agency shall be null and void and the provisions of such law will control.
3. All items contained in appendices to this contract are attached to and incorporated into it.
4. This contract shall be effective July 1, 2017 through June 30, 2019.

5. Garrett-Keyser-Butler Community School District may not enter into contracts that will cause deficit financing due to a reduction in the employer's actual general fund revenue or an increase in the employer's expenditures when the expenditures exceed the employer's current year actual general fund revenue.

## **ARTICLE III - COMPENSATION**

### **A. SALARY RANGE**

\$33,800 to \$60,400, not including current year increases or TRF contributions.

### **B. BASE SALARY INCREASES**

#### **1. General Eligibility**

- a. Except as provided in "b" below, 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.
- b. A teacher who is in the first two full (2) school years of instructing students who receives an evaluation rating of ineffective or improvement necessary is eligible for a salary increase.

#### **2. Factors and Definitions**

- a. Evaluation Rating (67.37%) – The teacher received a highly effective or effective evaluation rating for the prior year.
- b. Education (32.63%) – A teacher (1) who qualifies for a raise for a school year, (2) has possession of a Master's degree or BA+36 Hrs. (graduate level license-related hours).

#### **3. Distribution (See Salary Schedule)**

- a. The board has determined that 2017-2018 will be a transition year for the salary increase differential to allow parties to adjust their compensation plans so that they can comply with the salary increase differential requirement in 2018-2019. Teachers will be placed on the 2017-2018 Salary Schedule based on experience and education level as of August 1, 2017.
- b. A teacher in the Bachelor's column who satisfies the evaluation and experience rating factor and is in the first year of possessing a content area Master's degree (Education) completed after January 1, 2017, will advance to the Master's column.
- c. The increase in the 2017-2018 school year based on the Factors and Definitions are divided between evaluation and education. The maximum amount able to be received from the two (2) factors is \$950.00. The increase is not in addition, but included in the 2017-2018 Salary Schedule placement. If the dollar amount on the 2017-2018 Salary Schedule is less than the total to be received based on the 2016-2017 factors, the excess eligible increase will be paid as a stipend.

|                     |                    |
|---------------------|--------------------|
| Evaluation (67.37%) | Education (32.63%) |
| \$640.00            | \$310.00           |

The salary increase will be prorated for all eligible teachers that have a full-time equivalent rating of less than one.

- d. Teachers with a Bachelor’s degree currently receiving a base salary of over \$45,320 will receive the eligible increase as a stipend. Teachers with a Master degree or BA+36 Hrs. (graduate level license-related hours) currently receiving a base salary of over \$60,400 will receive the eligible increase as a stipend.
- 4. Redistribution – Because all available funds (\$155,208) will be distributed to eligible teachers for 2017-2018, there will be no funds remaining to redistribute.

The parties have bargained a provision allowing the Garrett-Keyser-Butler School Board the right to award stipends. Stipends, if awarded, are non-repeating increases and not added to the teacher’s current base pay.

Teachers in positions receiving extra days will have base salaries within the base salary range; yet, total salaries may exceed the maximum base salary due to compensation for extra days. Teachers on extended contract will be paid at their daily rate. The daily rate will be determined by dividing the teacher’s base salary on the schedule by 183 days. The days referenced are for informational purposes only and were not bargained.

When this contract expires, in general the terms continue with no increase or increment in salary, wages, or benefits until a new contract is executed.

If the school corporation requires a teacher to obtain additional certification or licensure to meet corporation educational needs, Garrett-Keyser-Butler Community School District may pay the applicable fees. If the teacher fails, does not complete the program, or leaves the corporation within two (2) years of course completion, the corporation must be reimbursed for these expenditures.

**C. PAYMENT SCHEDULE**

Each teacher will be paid a base salary, per the regular teacher’s contract. Paydays are scheduled for the 5<sup>th</sup> and 20<sup>th</sup> of each month. If a payday falls on a Saturday or Sunday, the direct deposit will be distributed on Friday. If a payday falls on a legal holiday, the direct deposit will be distributed the business day prior to the holiday. Upon request, teachers shall receive their July and August compensation on the last pay date in June if the school district has the funds available. Teachers opting to receive the balance of their pay in a lump sum on the last pay date in June may do so by submitting a signed request to the office of the Superintendent within thirty (30) days after school

begins each fall. In the event that more requests for lump sum payments are received than there are funds available to maintain the normal operation of the school without the borrowing of money, those requests will be honored according to the earliest time and date on which they are received in the Superintendent’s office. In no event will the School Corporation agree to borrow money to meet lump sum teacher salary requests. Final wages will be paid on the next regularly scheduled payday on which the teacher would have been normally paid had the teacher remained employed.

**D. INDIANA PUBLIC RETIREMENT SYSTEM (INPRS) CORPORATION CONTRIBUTION**

The Corporation will contribute all of the Teacher’s three percent (3%) commitment to the Indiana Public Retirement System (INPRS).

**E. NEW HIRE COMPENSATION 2017-2018 SCHEDULE**

All new hires will be placed by the Superintendent on a traditional step and lane system which has a column for a Bachelor’s and Master’s degree or BA+36 Hrs. (graduate level license-related hours). The scale is used only for the placement, and it is used only once for each new teacher hired. The Superintendent reserves the right to place new teachers at the appropriate effectiveness step. If the Superintendent uses his/her discretion to adjust a salary for a difficult to fill position, the Association would be notified.

| <u>2017-2018 SALARY SCHEDULE</u> |                   |                                                                      |
|----------------------------------|-------------------|----------------------------------------------------------------------|
| Years of Experience              | Bachelor’s Degree | Master’s Degree or BA=36 Hrs. (graduate level license-related hours) |
| 0                                | 33,800            | 34,750                                                               |
| 1                                | 34,440            | 35,700                                                               |
| 2                                | 35,080            | 36,650                                                               |
| 3                                | 35,720            | 37,600                                                               |
| 4                                | 36,360            | 38,550                                                               |
| 5                                | 37,000            | 39,500                                                               |
| 6                                | 37,640            | 40,450                                                               |
| 7                                | 38,280            | 41,400                                                               |
| 8                                | 38,920            | 42,350                                                               |
| 9                                | 39,560            | 43,300                                                               |
| 10                               | 40,200            | 44,250                                                               |
| 11                               | 40,840            | 45,200                                                               |
| 12                               | 41,480            | 46,150                                                               |
| 13                               | 42,120            | 47,100                                                               |
| 14                               | 42,760            | 48,050                                                               |
| 15                               | 43,400            | 49,000                                                               |
| 16                               | 44,040            | 49,950                                                               |
| 17                               | 44,680            | 50,900                                                               |
| 18                               | 45,320            | 51,850                                                               |



|    |        |
|----|--------|
| 19 | 52,800 |
| 20 | 53,750 |
| 21 | 54,700 |
| 22 | 55,650 |
| 23 | 56,600 |
| 24 | 57,550 |
| 25 | 58,500 |
| 26 | 59,450 |
| 27 | 60,400 |

**ARTICLE IV - LEAVES**

**A. SICK LEAVE**

1. Each teacher shall be entitled to be absent on account of personal illness, without the loss of salary, for a total of ten (10) days for the first year of employment in this School Corporation and for seven (7) days in each succeeding year.
2. After the first year of employment, seven (7) days of accumulated sick leave from another school corporation, per year, is transferable.
3. The total unused days may be accumulated to ninety (90) days.
4. A teacher who is absent from work because of injury received on the job shall receive regular pay from his accumulated sick leave the first five (5) days (chargeable against sick leave). After seven calendar days of absence because of an injury on the job, workers compensation will pick up 66 2/3 % of salary until the teacher is released to return to work.

**B. SICK LEAVE- PENSION BOND TEACHERS OF 2003**

Per the pension bond agreement of 2003, all sick days were purchased by the school corporation for all teachers employed prior to July 1, 2000. Beginning 2003-04 school year, all teachers included in the pension bond buy-out plan are allowed to purchase back sick days at a rate of \$60.00 a day if needed for sick leave absences in years leading up to retirement or separation from the school corporation. A buy back form must be completed and returned to the payroll department within three (3) school days of returning to work.

**C. BEREAVEMENT LEAVE**

1. The following days of absence, without loss of pay and in addition to sick days, commence with the day of death or with the day after death:
  - a. Five (5) bereavement working days:  
Natural, adopted, foster, and/or step: mother, father, child, spouse, sibling, anyone for whom teacher's are the executor of the will, or anyone living under the same roof as the teacher.

- b. Four (4) bereavement working days:  
Natural, adopted, foster, and/or step: mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild (including grandparent or grandchild of teacher's spouse).
  - c. One (1) working day to attend the funeral:  
Aunt, uncle, nephew, niece, friend, or student
2. Pay for bereavement leave is not available for any day the teacher would otherwise not be at work.
  3. Bereavement days must be consecutive working days unless matters related to the death are not consecutive. If the teacher is the administrator of an estate, or the equivalent thereof, the days must be used within one year from the date of the death. Leave may be used for travel, funeral/funeral related activities, and to conduct business related to the funeral arrangements, estate, and or other matters related to the death. Additional days must be approved by the Superintendent.

#### D. FAMILY SICK LEAVE

1. In case of serious illness in the immediate family, a teacher may use personal sick days for family members; the days used will be deducted from cumulative sick leave.
2. Immediate family is interpreted for this purpose as follows: parent, sibling, spouse, grandparent, grandchild, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, or an individual who is a resident of the teacher's household.

#### E. COURT LEAVE

In case of absence from duty in response to a jury summons or subpoena, the employee shall receive the difference in salary between that paid by the court, if any, and that paid to the employee by School Corporation for the period of absence.

#### F. PROFESSIONAL LEAVE

1. A teacher wishing to be excused for a conference and/or professional meeting shall submit his/her request in the board-approved format to the principal. All requests shall be initiated at least one (1) week prior to the regular Board meeting.
2. The expense to the teacher for attendance at professional meetings shall be paid as follows:
  - a. Teachers shall be paid at the rate currently approved by the IRS per mile for a round trip that has been approved by the Superintendent.
  - b. Conference registration and other fees incident to the conference shall be paid by the Board.
  - c. Cost of hotel or motel accommodations will be paid by the Board.
  - d. Cost of meals will be paid by the Board in accordance with the Guidelines for Travel and Conference Reimbursements policy.

3. Receipts for overnight accommodations, meals, and conference fees shall be presented to the Superintendent along with a claim for mileage.
4. In those cases where two (2) or more teachers are attending the same conference and are traveling by automobile, those teachers will be paid for one (1) car only.
5. The Board will rely upon the recommendations of the principal regarding benefits resulting to the School Corporation in granting such leave.

#### G. PERSONAL LEAVE

Personal leave provides that teachers are entitled to three (3) days each year for personal business without loss of salary. These days may be taken in one-half (1/2) day increments. Teachers may not use personal leave to extend school vacation days unless an extreme or unique circumstance exists. Permission to use personal leave under these eventualities must be submitted in writing and approved by the Superintendent. Teachers with less than five (5) years' experience will be paid their daily rate for up to two (2) unused personal days the last pay period in June. After five (5) years, when a teacher is vested, the money for up to two (2) unused personal days per year will be added to an eligible teacher's 401(a) account. For either group, if there is up to one (1) remaining unused personal day, it will be rolled over to sick leave.

#### H. PUBLIC AND/OR ASSOCIATION OFFICE LEAVES

Any teacher elected to ISTA or NEA, or any municipal, state, or national public office will be granted a leave, without pay, for the balance of the school year, with the option of extending said leave one (1) additional school year. Teachers exercising such leave will return to their teaching duties at the beginning of a school year and shall notify the school administration in writing of their intent to return no later than April 15. Membership in the Indiana General Assembly shall not be governed hereby, but rather by Indiana law.

#### I. PATERNITY LEAVE

Any male teacher shall be granted a leave of up to two (2) days at the birth of his child. At the teacher's choice, these days will be paid from accumulated sick leave or personal leave. If such days are not available, this leave is unpaid.

#### J. ADOPTIVE LEAVE

Teachers may use accumulated sick leave, and or eligible paternity leave, FMLA and/or personal leave related to matters of adoption.

#### K. LEGISLATIVE LEAVE

The Board will permit two (2) teachers (as chosen by the GKBEA) to attend the state legislature for the purpose of lobbying for education for up to three (3) days each.

#### L. ASSOCIATION LEAVE

The Board will provide four (4) paid Association days yearly for use by the President of the Association and/or his/her designee to attend to business of the Association which may include lobbying. Such days will be requested at least forty-eight (48) hours in advance. The Association will reimburse the Corporation for substitute costs.

#### M. SICK LEAVE BANK

The purpose of the Sick Leave Bank (from now on referred to as the Bank) is to relieve teachers from undue financial burdens due to absence from teaching as a result of a severe illness, injury, or incapacitation which exhausts their paid sick leave prior to eligibility for long term disability insurance.

##### 1. ADMINISTRATION

- a. The Bank will be administered by a group of three (3) teachers. This committee will be known as the Sick Leave Bank Committee. These members will be appointed by the Executive Committee of the Garrett-Keyser-Butler Education Association. The term of the members of this committee will be for two (2) years. The members of this committee may succeed themselves.
- b. The Sick Leave Bank Committee will be responsible for collecting the days to be placed in the bank and furnishing to the Superintendent authorization for such days to be donated to the Bank. This information will be communicated to the Superintendent by October 1 of each year.
- c. The Sick Leave Bank Committee will meet in September of each year to organize for the upcoming year. The Sick Leave Bank Committee will meet in May of each year to provide the teachers and the Superintendent with an accounting of the number of days that have been used from the Bank, repaid to the Bank, and the number of days remaining in the Bank.
- d. The Sick Leave Bank Committee will meet within three (3) school days after receiving a written request by a teacher to borrow days from the Bank. After this meeting, the Committee will inform the teacher of the Committee's decision in writing the next school day. At the discretion of the Sick Leave Bank Committee, information from a physician may be required for days to be granted to a member.
- e. If the Sick Leave Bank Committee fails to approve a request for borrowing Bank days, the teacher may appeal to the Executive Committee of the Garrett-Keyser-Butler Education Association. Such appeal must be made within five (5) school days after notice of rejection by the Sick Leave Bank Committee. After such appeal the Executive Committee has five (5) school days to meet and act on the

request to borrow days from the Bank. The teacher will be notified of the Executive Committee's decision the very next school day. The Executive Committee's decision is final.

- f. The Sick Leave Bank Committee will notify the Superintendent or his or her designee of any teachers who are eligible to borrow days from the bank.

## 2. OBTAINING DAYS FOR THE BANK

- a. Each teacher will be allowed to contribute one (1) day to the Bank, upon date of hire to Garrett-Keyser-Butler Schools. Additionally, upon retirement, a teacher's unused sick days will be surrendered to the Sick Leave Bank. Once the days in the Bank are down to fifteen (15), each teacher participating in the Bank will be asked to contribute one (1) additional day to replenish the Bank. Such authorizations will be given to the Superintendent by the Sick Leave Bank Committee.
- b. Once a day is contributed to the Bank, it loses any identity and the teacher relinquishes any right to that day.

## 3. ELIGIBILITY

- a. Only those teachers who contribute days to the Bank are eligible to borrow days from the Bank. Teachers who do not contribute an additional day to replenish the Bank are no longer eligible for Sick Leave Bank day loans.
- b. A teacher may make a request to borrow days from the Bank before all of his/her accumulated sick leave days are exhausted.
- c. A teacher must use all of his/her accumulated sick leave, personal leave, buy-out days, and take one (1) day without pay before borrowing days from the bank.
- d. A teacher cannot continue to borrow days from the Bank and also receive compensation from the Corporation's long-term disability insurance policy or Worker's Compensation. If a teacher is eligible to receive benefits from either of these sources, he/she must apply for those benefits before borrowing days from the Bank.
- e. Teachers are eligible to borrow days only during the period of time for which they are under contract to the Garrett-Keyser-Butler Community School District and not during the summer or school vacations. The exception shall be teachers who have extended contracts.
- f. The reason for a request to borrow Bank days must be because of illness, injury, or incapacitation to the teacher and not a spouse, child, or relative. If the teacher applies to the Bank for such above-named reason, then it is assumed that the teacher is not well enough to attend school or extra-curricular functions.

- g. Until a Sick Leave Bank loan is paid back, a teacher who borrows sick leave bank days will pay back these days by having two (2) days of each subsequent school year's sick leave days allotment withheld as credit against the Sick Leave Bank loan. If a teacher severs employment with Garrett-Keyser-Butler Schools, then any unused sick day leave shall be forfeited to the Bank, to be applied against the remaining balance of the Sick Leave Bank loan. If a teacher has not repaid all of the borrowed days at the time employment is severed, then the remaining days owed to the Sick Bank will be charged at the current sub rate. That amount will be deducted from the teacher's final pay. The days thus repaid will be re-instated to the Sick Bank.
- h. The above notwithstanding, no teacher may receive Sick Leave Bank day loans which would cause his/her total outstanding loan to exceed fifty (50) days.
- i. A "pay back" day or a borrowed day may be credited or paid, as applicable, in full or half day units.

#### N. FAMILY MEDICAL LEAVE ACT (FMLA)

FMLA requires covered employers to provide up to 12 weeks of unpaid job-protected leave during a 12-month period to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care of child birth;
- To care for the employee's child after birth, or placement for adoption of foster care;
- To care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employees job.

Additionally, there are various Military Family Leave Entitlements included in the FMLA.

A 12-month period for purposes of FMLA leave is a "rolling" 12-month period measured backward for each employee from the date they use FMLA leave.

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. If the teacher is unable to return to work at the end of the leave because of the medical requirements giving rise to the leave, the employer agrees not to require repayment of these insurance amounts.

The entire policy and forms are available through the Superintendent's office.

#### O. FAMILY MEDICAL HARDSHIP LEAVE

The purpose of Family Medical Hardship Leave is to help alleviate the financial distress a teacher may face when confronted with the necessity of caring for a catastrophically ill family member.

The leave must be used only for an event involving a member of a teacher's immediate family, household, or someone for whom a teacher has guardianship. The leave may not be utilized for a teacher's personal illness.

The transfer of sick days from teacher to teacher is prohibited unless approved by the Family Medical Hardship Leave Committee (hereafter called the FMHLC). The purpose of the FMHLC is to review on a case-by-case basis the need to transfer sick days from one GKB teacher to another. A teacher requiring additional paid days to care for a critically ill family member may submit his or her request to the FMHLC, following the procedure below. A teacher must exhaust all of his or her available sick and personal days, as well as miss ten (10) unpaid school days, before potentially qualifying for Family Medical Hardship Leave. Because the availability of leave days is based upon the willingness of other teachers to donate their sick leave, no guarantee can be made about the number of days that may be granted. Days donated to help a teacher will lose all identity. Any unused donated days will be recorded and used to help a future applicant. Leave granted may be used in half- or full-day increments.

The Family Medical Hardship Leave Committee will be comprised of three (3) teachers to be appointed by the Executive Committee of the Garrett-Keyser-Butler Education Association. The term of the members of will be two (2) years. The members may succeed themselves.

To apply for Family Medical Hardship Leave, a teacher will fill out a Request for Transfer of Sick Days form and submit to the Committee Chair in a timely fashion. A teacher may make a request for days from the Bank before all of his/her accumulated sick leave days are exhausted. Within three (3) days after receiving the form, the Committee will meet to review the request. The Committee will inform the teacher of its decision, in writing, the next school day. Upon granting a request, the Committee Chair will make a corporation-wide request for teachers to voluntarily transfer a specified number of sick leave days to another teacher. The teacher(s) agreeing to donate must notify the Committee Chair in writing of their decision to donate days within three (3) school days of the request. The Committee Chair will notify the Superintendent or the Superintendent's designee of the number of days donated and the names of the days' donor(s). The teacher requesting the FMHLC will then be notified of the number of days granted.

If the FMHLC fails to approve a request for the transfer of sick days, the teacher may appeal to the Executive Committee of the Garrett-Keyser-Butler Education Association. Such an appeal must be made within five (5) school days after the notice of the FMHLC's rejection of the request. After such an appeal, the Executive Committee must meet within five (5) school days to review and act upon the request for a transfer of sick days. On the following school day, the requesting teacher will be notified of the Executive Committee's decision. The Executive Committee's decision will be regarded as final.

## **ARTICLE V - RETIREMENT**

### **EMPLOYER CONTRIBUTION PLAN**

The Board will maintain its IRS Code Section 403(b) annuity program (403(b) Plan) and establish a Section 401(a) Annuity Plan (401a Plan) for all teachers.

#### **A. PENSION BOND FOR TEACHERS EMPLOYED PRIOR TO JULY 1, 2000, AND WHO PARTICIPATED IN THE PENSION BOND BUY-OUT OF 2003**

1. The teacher will receive an annual deposit in his or her 401(a) account each year per the Pension Bond Annual Deposit Schedule. The annual deposits will be made in July of each year as long as the teacher is continuing employment at Garrett-Keyser-Butler Community School District and has not reached the age of 59.
2. To qualify for Pension Bond benefits, teachers hired prior to July 1, 2000, must have been employed a minimum of ten (10) years in the Garrett-Keyser-Butler Community School District, plus have a minimum of twenty (20) years total creditable service, as defined in IC 21-6.1-4-2. Teachers must also have reached Rule of 85, must receive Indiana State Teacher Retirement benefits, and also must notify the Garrett-Keyser-Butler Superintendent's office prior to the date in which retirement is to commence. All termination credits in the Pension Bond formula will return to the Garrett-Keyser-Butler Community School District if a teacher does not qualify for retirement benefits.
3. All 1% contributions to the existing 401 (a) for teachers employed prior to July 1, 2002, will cease June 30, 2003.
4. Teachers who have elected to retire from the Garrett-Keyser-Butler Schools may have their last July 401(a) annual payment up to \$2,000 deferred to be added to their final salary payment from the school corporation.
5. If a teacher that was hired prior to July 1, 2000, passes away at any time during his or her service at Garrett, the estate/beneficiary will receive the account in entirety, as of the date of death. The teacher's beneficiary will also receive the \$50,000 life insurance, with age reduction formulas as set forth by the group term life contract.

#### **B. GENERAL PLAN DESCRIPTION FOR TEACHERS HIRED AFTER JULY 1, 2000**

1. The 401(a) Plan shall include provisions allowing salary settlement diversions and employer contributions. Within the provisions of the IRS Code, the plan shall be fully portable once the teacher is vested for contributions. The teacher shall be fully vested in the 401(a) Plan once he/she has completed five (5) years of service with this School Corporation, which service can come before and/or after initiation of the Employer Match Plan. To the extent allowed by law, the 401(a) Plan shall not provide for loans and hardship withdrawals.



2. The Board, by salary settlement diversion, shall contribute to each teacher's 401(a) Plan account the one percent (1%) of the teacher's base contract salary, without the three (3%) percent employer INPRS payment.
3. Teachers will be 100% vested upon death, disability, and early retirement. Upon death, the teacher's beneficiary will receive the \$50,000 life insurance, with age reduction formula as set forth in the group term life contract.

**C. STEERING COMMITTEE AND 401(A) PLAN VENDOR**

The parties will maintain a joint Retirement Benefits Committee.

1. A minimum of two (2) and maximum of four (4) teacher members will be appointed by the Association President(s). A minimum of two (2) and a maximum of four (4) employer members will be appointed by the Superintendent.
2. The Committee shall be charged with the responsibility of implementing the 401(a) Plan, and selecting the 401(a) Plan's vendor.
3. The Committee shall be further charged to monitor the Employer Contribution Plan Program and recommend changes, as it deems appropriate, which may include, but is not limited to the changing of the 401(a) vendor, to the parties.
4. The 401 (a) Plan vendor will be charged with the responsibility of the 401(a) Plan's initial and continued IRS compliance, and any other function necessary to implement the provisions of this program.

**D. PLACEMENT OF 401(A) PLAN AND 403(B) PLAN MONIES**

1. Each teacher shall be entitled to invest the monies associated with his/her Employer Contribution 401(a) Plan account monies in one of the 401(a) Plan vendor's investment options.
2. Each teacher shall be entitled to invest the monies associated with his/her 403(b) Plan account monies in any plan option heretofore sponsored by this School Corporation and/or one of the 401(a) Plan vendor's investment options.

**ARTICLE VI - INSURANCE**

**A. MEDICAL INSURANCE**

The Board will determine a dollar amount contribution toward the family or single premium for health insurance.

**B. LONG TERM DISABILITY**

The Board will pay all but \$1 of the cost of the disability insurance plan.

**C. LIFE INSURANCE**

The Board will pay the cost of the \$50,000 term life insurance, with age reduction formula as set forth by the group term life contract. Teachers do not have to enroll in the health insurance

program in order to have either the life or disability coverage. Teachers may elect to enroll in either or both of these plans.

**D. VISION INSURANCE**

The Board will pay the cost of single or family coverage for enrollment in the VSP vision plan. The selected plan is available to all teachers and eligible dependents. The plan will be reviewed by the Board and GKBEA upon renewal.

**E. SECTION 125**

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be available without cost to any teacher so requesting.

**F. INSURANCE CONSORTIUM REPRESENTATION**

The Corporation insurance consortium representatives shall provide information to the Board regarding coverage and options for eligible employees.

**G. RIGHT TO CONTINUE INSURANCE PROGRAM AT TEACHER'S EXPENSE**

Any teacher granted a leave provided for herein shall have the right to continue any insurance program then offered by the School Corporation during such period of absence if the teacher desires to do so and elects to personally pay the full premiums then coming due on such insurance, either in a lump sum at the commencement of such leave, or by paying the premium to the Corporation so as to be at all times at least one (1) month in advance of the Corporation's due date.

**ARTICLE VII - ANCILLARY DUTIES**

**A. ROOM PREPARATION**

Teachers who volunteer, excluding teachers who have extended contracts, to work in their classrooms for up to the equivalent of one six (6) hour day during the two (2) calendar weeks prior to the opening of school will be paid at the current substitute pay. The days referenced are for informational purposes only and were not bargained.

**B. SST'S AND/OR CASE CONFERENCES**

1. Each school year, no teacher will be required, without additional compensation, to attend more than three (3) SST's and/or Case Conferences outside his/her workday/hours. This item is not bargained and is provided solely for informational purposes.
2. Compensation for each SST and/or Case Conference in excess of the maximum of the three (3) conferences shall be twenty-five dollars (\$25).

- a. This compensation will be based on the teacher's requested (required) and subsequent appearance at the designated time, place, and date of the extra SST and/or Case Conference, whether or not it goes forward.
- b. Alternatively, this will apply to SST's and/or Case Conferences that may begin or end within the teacher's regular workday, but which end or begin outside that day.

### **C. HOMEBOUND**

Teachers of Homebound Instruction shall be paid an hourly rate based upon their last regular teacher salary schedule, divided by one hundred eighty-three (183) days, divided by six (6) hours. The days referenced are for informational purposes only and were not bargained.

### **ARTICLE VIII - SUMMER SCHOOL**

1. Teachers of for-credit summer school courses, including remedial elementary courses, shall be issued a Supplemental Service Teacher's Contract and shall be paid for each hour of instruction at an hourly rate based upon their last regular teacher salary schedule, divided by one hundred eighty-three (183) days, divided by six (6) hours.
2. Teachers of Summer School who use a sick day shall only be charged one half day.
3. Classroom summer school teachers who volunteer to work in their classrooms for the equivalent of one six (6) hour day during the calendar week (Monday through Friday) prior to the opening of summer school will be paid at the current substitute pay.
4. Teachers of not-for-credit summer school instruction shall be paid an hourly rate to be determined by the Board, but at a rate not less than the established minimum on the current salary schedule, depending on which salary column the individual teacher is located, on the last regular teacher salary schedule, divided by one hundred eighty-three (183) days, divided by six (6) hours.
5. The days referenced are for informational purposes only and were not bargained.

### **ARTICLE IX - GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

1. A "Grievance" is an alleged violation or claimed misinterpretation or misapplication of a specified Article or Section of this Agreement.
2. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit.
3. The term "day" when used in this Article shall mean teacher days (as that term is used in the school calendar of 183 days). During the summer recess, the term shall mean weekdays (Monday through Friday).

4. The term “building principal” includes regular licensed Principal or Assistant Principal at each educational institution in the system.

#### B. GRIEVANT AND REPRESENTATION

1. An individual teacher or group of teachers may present a grievance and may do so with the aid of the exclusive representative. The exclusive representative will thus be given an opportunity to be present at all stages of the grievance machinery. The adjustment of any grievance shall not be inconsistent with the terms of this Contract. The purpose of the grievance procedure is to settle grievances which may arise at the lowest possible administrative level.
2. The Association shall have the right to file system-wide grievances at Step Three, subject to the time limits of Step Two, paragraph 3.

#### C. PROCEDURE

Step One. A grievance may be initiated in one (1) of the following ways:

1. The teacher may approach the building principal concerned and discuss the matter on his or her own behalf.
2. The teacher may request that a representative of the Association accompany the teacher and in such case the building principal shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.
3. The teacher may bypass this step of the procedure if the grievance is of a personal nature.

Step Two. In the event the grievance is not resolved in Step One, the grievant may file a formal grievance in writing with the building principal on the Grievance Form.

1. The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal, and the Superintendent’s office.
2. The grievance shall (a) name the other teacher(s) involved, if any; (b) state the facts giving rise to the grievance; (c) identify the specific provisions of this agreement alleged to have been violated or misinterpreted; (d) state the contention of the grievant with respect to the grievance; (e) indicate the specific relief requested; and (f) be signed by the grievant(s). In the case of an Association grievance under section B2, the grievance shall be signed by the President(s) of the Association.
3. The grievance should be filed as soon as possible, but any grievance not presented in writing in Step Two within twenty (20) days of the time the grievant knew, or reasonably should have known, of the grievance shall be deemed waived and shall not be processed.
4. The teacher may request a meeting with the building principal, and the Association representative may accompany the grievant. In any event, within three (3) workdays

after receiving the written grievance, the building principal shall communicate their answer, in writing to the grievant and the Association representative, and said answer shall be attached to the grievance.

**Step Three.** If the grievance is not settled in Step Two, it may be appealed to the Superintendent of Schools by filing a written notice with the Superintendent. The statement of grievance should be submitted within three (3) workdays from the time the employee has received a reply from the immediate supervisor concerning their original statement of grievance. The Superintendent shall give the answer in writing no later than three (3) workdays after the receipt of the written grievance. A copy of this answer will be sent to the employee submitting the grievance as well as the President(s) of the Garrett-Keyser-Butler Education Association.

**Step Four.**

1. If the grievance is not resolved in Step Three, the teacher may, within three (3) workdays of receipt of the Superintendent's answer, appeal to the Board by filing the grievance and the building principal's answer, along with a written response of the teacher, if desired, with the office of the Superintendent who signs a receipt. Any such response by the grievant shall be attached to the grievance.
2. A meeting with the Board or its designated members shall be held within ten (10) workdays following the receipt of such notice, and the Superintendent shall promptly notify the grievant and the Association of the date, the time, and the place where the appeal shall be heard. The Board's written answer shall be transmitted to the grievant and the Association within five (5) workdays after the informal hearing.

**Step Five.** Within twenty (20) days after receipt of the decision in Step Four, the Association, upon written notice to the School Board, may submit the grievance to advisory arbitration under and in accordance with the rules of the American Arbitration Association pursuant to the following procedure:

1. The two (2) parties, the School board and the Association, shall attempt to select an arbitrator by mutual agreement. If the two (2) parties cannot agree on the arbitrator, within ten (10) workdays after notification is given, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association
2. The parties agree that neither party shall be permitted to present matters outside the scope of the grievance and its attachments.

**D. POWERS OF ARBITRATOR**

1. The role of the arbitrator is advisory only. The arbitrator shall have no power:
  - a. To add to, subtract from, disregard, alter, or modify any of the terms of this agreement;
  - b. To rule on the termination of services or failure to re-employ any teacher.

- c. To rule in regard to any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including but not limited to any matter subject to the procedures specified in the Equal Employment Opportunity Act, or other legislation, addressed to race, religious origin, sex, or age discrimination;
  - d. To advise on any practice, policy, or rule of the Board unless such practice, policy, or rule shall be in conflict with this Agreement.
2. The decision of the arbitrator shall be advisory and not binding on the Association, the Board, or the School Corporation.
  3. The fees and expenses of the arbitrator shall be shared equal by the Board and the Association. All other expenses shall be borne by the party incurring them.

**E. OTHER PROVISIONS RELATING TO THE GRIEVANCE PROCEDURE**

1. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not valid basis for evaluations.
3. Time limit herein may be extended only by mutual written agreement, signed by the parties.
4. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teacher were present and working.
5. All steps of the grievance procedure shall be conducted during mutually agreed to times.
6. If there is a failure at Step One or Two to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
7. Any grievance not advanced from one step to the next within the time limits and if not processed by the teacher or their representative shall be deemed resolved by the answer at the previous step. Any answer not received from the Board or its' representative as outlined previously in this Article shall cause the implementation of the remedy sought by the grievant.
8. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
9. No teacher shall use the grievance procedure to appeal any decision of the Board of Administration if such decision is pursuant to any order of or compromise agreement with any State or Federal regulatory commission or agency.
10. This step is the last appeal.

**ARTICLE X - GARRETT-KEYSER-BUTLER COMMUNITY SCHOOL DISTRICT - GRIEVANCE FORM**

Name \_\_\_\_\_

Date Filed \_\_\_\_\_

- A. Date Grievance Occurred \_\_\_\_\_
- B. Attach Statement of Grievance
- C. Attach solution Sought
- D. Attach disposition of Principal

**STEP ONE**

Date \_\_\_\_\_

\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

**STEP TWO FORMAL** (file 4 copies; Association, grievant, building principal, Superintendent's office)

Date \_\_\_\_\_

\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association President(s) Signature (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

**STEP THREE**

Date \_\_\_\_\_

\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

**STEP FOUR**

Date \_\_\_\_\_

\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Signature

\_\_\_\_\_  
Date

**ARTICLE XI - DURATION**

This agreement is entered into by the undersigned parties, to be effective from July 1, 2017, until June 30, 2019. It will continue in full force from school year to school year unless mutually modified. The duration of this agreement is a two (2) year contract concerning language, with one salary and salary-related benefits to be opened in year two (2).

By \_\_\_\_\_ Date \_\_\_\_\_  
The Garrett-Keyser-Butler Education Association President (s)

By \_\_\_\_\_ Date \_\_\_\_\_  
The Garrett-Keyser-Butler Education Association President (s)

By \_\_\_\_\_ Date \_\_\_\_\_  
The Garrett-Keyser-Butler Board of Education



**EXTRA-CURRICULAR SALARY SCHEDULE – APPENDIX A**

Effective: July 1, 2017

Computation of Payment for Extra-Curricular Assignments – Compensation calculation formula:  
 Index x Minimum Base Salary (\$33,800).

The number of positions were not bargained, but included for informational purposes only.

| <u>ATHLETIC POSITION</u>                                   | <u>INDEX</u> |
|------------------------------------------------------------|--------------|
| <u>FOOTBALL</u>                                            |              |
| Head                                                       | .17880       |
| Summer Camp                                                | .08088       |
| Two – Assistants to the camps (each)                       | .03619       |
| First Assistant                                            | .08775       |
| Second Assistant                                           | .08775       |
| Third Assistant                                            | .08775       |
| Fourth Assistant                                           | .07369       |
| Fifth Assistant                                            | .07369       |
| Sixth Assistant                                            | .07369       |
| Seventh Assistant                                          | .06585       |
| Eighth Assistant                                           | .05793       |
| Ninth Assistant                                            | .05793       |
| Tenth Assistant                                            | .05793       |
| <u>WEIGHT TRAINING</u>                                     | .08538       |
| <u>BOYS' BASKETBALL</u>                                    |              |
| Head                                                       | .17880       |
| Summer Program conducted in<br>Accordance with IHSAA rules | .08088       |
| Two – Assistants to the camps (each)                       | .03619       |
| First Assistant                                            | .10552       |
| Second Assistant                                           | .10552       |
| Third Assistant                                            | .07182       |
| Fourth Assistant                                           | .06335       |
| Fifth Assistant                                            | .06335       |
| Sixth Assistant                                            | .03374       |
| Seventh Assistant                                          | .03374       |
| <u>BOYS'/GIRLS' TRACK</u>                                  |              |
| Head                                                       | .11526       |
| First Assistant                                            | .07183       |
| Second Assistant                                           | .07183       |
| Third Assistant                                            | .07183       |
| Fourth Assistant                                           | .04626       |
| Fifth Assistant                                            | .03798       |
| Sixth Assistant                                            | .03798       |
| Seventh Assistant                                          | .03798       |

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WRESTLING

|                  |        |
|------------------|--------|
| Head             | .10878 |
| First Assistant  | .07182 |
| Second Assistant | .03800 |
| Third Assistant  | .03800 |
| Fourth Assistant | .00984 |

BOYS' CROSS COUNTY

|      |        |
|------|--------|
| Head | .09615 |
|------|--------|

GIRLS' CROSS COUNTRY

|      |        |
|------|--------|
| Head | .09615 |
|------|--------|

|                                    |        |
|------------------------------------|--------|
| CROSS COUNTRY ASSISTANT (MS Coach) | .03448 |
|------------------------------------|--------|

BASEBALL

|                  |        |
|------------------|--------|
| Head             | .10552 |
| Summer League    | .02435 |
| First Assistant  | .07182 |
| Second Assistant | .07182 |

SOCCER

|                                |        |
|--------------------------------|--------|
| Head Coach – Boys'             | .07182 |
| First Assistant                | .03448 |
| Summer Program                 | .02435 |
| Head Coach – Girls'            | .07182 |
| First Assistant                | .03448 |
| Summer Program                 | .02435 |
| Middle School Boys'            | .03590 |
| Middle School Boys' Assistant  | .01726 |
| Middle School Girls'           | .03590 |
| Middle School Girls' Assistant | .01726 |

GOLF

|                         |        |
|-------------------------|--------|
| Head Coach – Boys'      | .07182 |
| Head Coach – Girls'     | .07182 |
| Middle School           | .03053 |
| Middle School Assistant | .01424 |

GIRLS' BASKETBALL

|                                        |        |
|----------------------------------------|--------|
| Head                                   | .17880 |
| Summer Camp                            | .08088 |
| Two – Assistants to 2 week camp (each) | .03619 |
| First Assistant                        | .10552 |
| Second Assistant                       | .10552 |
| Third Assistant                        | .07182 |
| Fourth Assistant                       | .06335 |
| Fifth Assistant                        | .06335 |
| Sixth Assistant                        | .03374 |
| Seventh Assistant                      | .03374 |

GIRLS' SOFTBALL

|      |        |
|------|--------|
| Head | .10552 |
|------|--------|

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|                  |        |
|------------------|--------|
| Summer League    | .02435 |
| First Assistant  | .07182 |
| Second Assistant | .07182 |

VOLLEYBALL

|                                      |        |
|--------------------------------------|--------|
| Head                                 | .10878 |
| Summer Camp                          | .02435 |
| Two – Assistants to week camp (each) | .00974 |
| First Assistant                      | .07182 |
| Second Assistant                     | .04625 |
| Third Assistant                      | .03800 |
| Fourth Assistant                     | .03800 |
| Fifth Assistant                      | .03374 |
| Sixth Assistant                      | .02113 |

ELEMENTARY / MIDDLE SCHOOL AREA SUPERVISORS

|              |        |
|--------------|--------|
| Kindergarten | .03472 |
| Level One    | .03472 |
| Level Two    | .03472 |
| Level Three  | .03472 |
| Level Four   | .03472 |

Support Services and Special Education

Two Supervisors for this area to be divided as follows:

(1) Special Education, Guidance, Title I, Speech, Interventionist

.03472

(2) Music, Art, Physical Education, Library, Tech Integration, Life Skills

.03472

|             |        |
|-------------|--------|
| Level Five  | .03472 |
| Level Six   | .03472 |
| Level Seven | .03472 |
| Level Eight | .03472 |
| MS Academy  | .03472 |

HIGH SCHOOL AREA SUPERVISORS

Total High School Supervisor Index .39955

The index will be multiplied by the Minimum Base Salary for a total amount. The number of members in the departments on the first day of the current school year listed below will be added to determine the total number of members. The total dollar amount will be divided by the total number of members to determine the amount per member. That number is then multiplied by the number of total members of a department to determine the High School Supervisor extra curricular amount.

Academy  
Fine Arts, Music  
Career Technical Education  
Language Arts  
Mathematics  
Physical Education  
Science  
Social Studies

Special Education  
Library-Media Services

GENERAL

|                                                      |        |
|------------------------------------------------------|--------|
| Yearbook                                             |        |
| Middle School                                        | .02863 |
| Elementary                                           | .02863 |
| High School Newspaper                                |        |
| Director                                             | .03881 |
| Middle School Newspaper                              |        |
| Director                                             | .02863 |
| All-School Musical Production                        |        |
| Director                                             | .04290 |
| Assistant Director                                   | .03102 |
| Stage & Set Assistant                                | .01514 |
| All-School Drama Production                          |        |
| Director                                             | .03034 |
| Assistant Director                                   | .01100 |
| Stage & Set Assistant                                | .00964 |
| Middle School Drama                                  |        |
| Director                                             | .02070 |
| Assistant Director                                   | .01096 |
| Elementary Play Director                             | .00808 |
| Technical Assistant                                  | .03895 |
| Band Director (including Pep Band)                   | .19292 |
| Flag Corps Guard Instructor<br>(Flag Corps for Band) | .04424 |
| Speech/Forensic Coach                                | .02030 |
| Middle School Athletic Director                      | .17880 |
| FFA Sponsor                                          | .04700 |
| Choir Director                                       |        |
| High School and Concert Choirs                       | .19292 |
| Elementary                                           | .03029 |
| Science Fair Coordinator                             |        |
| Middle School                                        | .00770 |
| Elementary                                           | .00770 |
| Cheerleader Sponsor                                  |        |
| High School                                          | .05770 |
| Middle School                                        | .02274 |
| Senior Sponsor                                       |        |
| Chairperson                                          | .01514 |
| Additional Sponsor (3)                               | .00424 |
| Junior Sponsor                                       |        |
| Chairperson                                          | .03082 |
| Moneymaking                                          | .01052 |
| Prom Decoration                                      | .01266 |
| Additional Sponsor                                   | .00424 |
| Sophomore Sponsors                                   |        |
| Fund Raiser                                          | .00925 |
| Additional Person                                    | .00385 |
| Freshman Sponsor                                     |        |

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|                                      |        |
|--------------------------------------|--------|
| Fund Raiser                          | .00925 |
| Additional Person                    | .00385 |
| Bookstore Manager                    | .04981 |
| Assistant Bookstore Manager          | .01904 |
| Detention Duty                       |        |
| Elementary                           | .01919 |
| Middle School                        | .01919 |
| Thursday Night Suspension            | .04480 |
| Middle School Student Council        | .01013 |
| Senior High Student Council (2)      | .04051 |
| National Honor Society               |        |
| High School                          | .00891 |
| Middle School                        | .00594 |
| Young Authors Sponsor                | .01217 |
| Spelling Bee & Academic Sponsor      | .01217 |
| Spelling Bee                         |        |
| Academic Coach (or Spelling)         |        |
| Academic Competition Coaches (9-12)  |        |
| English                              | .03130 |
| Math                                 | .03130 |
| Science                              | .03130 |
| Social Studies                       | .03130 |
| Spelling                             | .03130 |
| Fine Arts                            | .03130 |
| Coordinator                          | .03130 |
| Environmental Club Sponsor           | .01515 |
| GHS Vocational Youth Clubs VICA      | .02594 |
| Computer Labs                        |        |
| K-8                                  | .02434 |
| 9-12                                 | .02434 |
| Case Conference Coordinator          |        |
| Elementary/Middle School (K-8)       | .1742  |
| High School (9-12)                   | .1742  |
| Consultant for Emotionally Disturbed |        |
| Elementary/Middle School (K-8)       | .1742  |
| High School (9-12)                   | .1742  |