

# MASTER CONTRACT

Between

The Board of School Trustees of Goshen Community Schools and

the

Goshen Education Association

~~July 1, 2023 – June 30, 2024~~  
July 1, 2024 – June 30, 2025



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## **Article I – INTRODUCTION**

### **A. RECOGNITION**

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

### **B. DEFINITION**

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

### **C. SCOPE OF BARGAINING**

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

### **D. PART TIME EMPLOYEES**

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

## **Article II – SALARY / WAGES**

### **A. PAYROLL DISTRIBUTION METHOD, PERIODS, and DEDUCTIONS**

#### **1. DIRECT DEPOSIT**

Payroll will only be distributed via direct deposit. Teachers can select any one account at one financial institution with Automated Clearing House (ACH) electronic transfer capability for their payroll direct deposits. This limitation shall not affect deposit instructions that were in effect when the limit was adopted. If a pay day falls on a Federal Reserve Bank Holiday (when payroll checks cannot be distributed electronically) the payday shall be the preceding day.

## 2. PAY DATES

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

## 3. DEDUCTIONS

- a. Life insurance
- b. Health and Dental Insurance
- c. Income Protection
- d. Approved annuities as set forth in the compliant IRS plan document with a third-party plan administrator.
- e. Other fringe benefit insurance programs
- f. Unite Way
- g. Federal Tax
- h. Social Security
- i. State Tax
- j. Dollars for Scholars
- k. County Tax

## 4. SUMMER PAYROLL

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

## B. SALARY

### 1. COMPENSATION PLAN

**Salary Range and Minimum Salary.** The salary range prior to any raises under this year's collective bargaining agreement was ~~\$45,100~~ to ~~\$76,065~~, not including current year increases or TRF contributions. The minimum new hire salary is ~~\$45,100~~. **\$50,000.**

### 2. BASE SALARY INCREASES

- a. General Eligibility
  - i. To be eligible for a salary increase a returning teacher must have been employed for at least 120 days in the prior school year and have received a rating of effective or highly effective.
  - ii. A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for placement on the new salary schedule or for a salary increase and will remain at their prior year salary.

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

b. Factors and Definitions

- i. Salary Schedule – The attached Appendix A includes the ~~2022-2023~~ 2023-2024 salary schedule and proposed new salary schedule for ~~2023-2024~~ 2024-2025.
- ii. Evaluation factor – The teacher received a highly effective or effective evaluation rating for the prior year.
- iii. Years of experience factor – The total of the teacher's effective years of employment at Goshen Community Schools plus the years granted to the teacher by Goshen Community Schools at the time of the teacher's hire.
- iv. Education factor – The teacher possesses a master's degree in a content area as defined by the Indiana Department of Education.
- v. Academic need factor – The academic needs factor is a teacher retention catch-up and is defined as the need to retain teachers with one or more years' experience by increasing current eligible teachers' salaries to the levels on Appendix A comparable with their education and experience **and in comparison to the increased starting salary for new teachers.**
- vi. Retired teacher – The term "Retired Teacher" refers to all retired certified school employes who qualify for normal (un-reduced) retirement benefits from the Indiana State Teacher Retirement Fund (TRF).

c. Advancing to and on the New Salary Schedule

- i. **A teacher who meets the evaluation factor shall receive a salary increase of \$2,810 dollars.**
- ii. **If the increase under subsection (a) places the teacher between levels on the 2024-2025 salary schedule, or below level A, the teacher shall receive an additional salary increase to place the teacher at the next higher level. This salary increase is based on the academic needs factor. This increase is intended as a teacher retention catch-up increase as permitted by IC 20-28-9-1.5(d)(2). The increases under this subsection are in comparison to the increase in starting salaries; they will allow current and newly hired teachers to receive comparable compensation as they reach comparable circumstances.**
- iii. **A teacher in the first year of meeting the education factor will, after being placed at a new level on the Bachelor's column pursuant to subsections (a) and (b), will be placed at the same level on the Master's column.**

- iv. Each teacher shall receive a stipend equal to the amount of \$4,900, less the amount of salary increase that the teacher receives pursuant to subsections (a) and (b), above.

~~will move up one level, if available, on the applicable column of the 2022-2023 2023-2024 salary schedule, then move over to the same level and column on the 2023-2024 2024-2025 salary schedule.~~

~~a. After moving to the level and column under subparagraph a, an eligible teacher in the first year of meeting the Education factor will then move from the Red (Bachelor) column to the Hawk (Master's) column on the 2023-2024 2024-2025 salary schedule.~~

~~b. An eligible teacher who is unable to move up a level on the Hawk (Master's) column under subparagraph (a), above, due to being at the top of that column, shall receive a bonus stipend of \$1,050.~~

- d. Redistribution. In determining the total amount available for raises, it is believed that the savings attributable to those whose ratings are ineffective or needs improvement have been taken into account so no redistribution will be necessary. If a redistribution is necessary, the funds will be equally redistributed to all teachers rated effective or highly effective and will be paid as a stipend at the end of the school year.

### 3. NEWLY HIRED TEACHERS

~~Newly hired teachers will be placed at a salary Level and Column on Appendix A based on the comparable years of service and education (up to eight years). Notwithstanding the eight year restriction in the preceding sentence, when the teacher is hired in an area of limited supply, the Superintendent may recognize additional (not to exceed actual) levels on the salary schedule. The schedule for new hire salaries for the 2023-2024 school year is included in Appendix A.~~

- a. A teacher beginning employment with GCS in 2024-2025 will be placed on an appropriate step on the salary scale as determined by the Superintendent based on the teacher's education, experience, previous salary (if applicable), and academic needs of the district as defined by the need to attract an individual with specific qualifications to fill a teaching vacancy. The Superintendent has the discretion to set the new hire salary, but the base salary of a new hire may not exceed \$65,800 for a Bachelors or \$80,015 for a Masters. Whenever the employer exercises such discretion for a newly employed teacher, and that places them above currently employed Goshen Community Schools teachers, notification shall be given to the association president.
  - i. Any sick leave days accumulated by a certified employee in another school corporation up to 100 days shall be transferred as follows: beginning with the first year and succeeding years of employment, there shall be transferred up to 6 days of sick leave until the accumulated days which said teacher was entitled to in the former place of employment shall be exhausted or the limit of one hundred days is reached.



- b. In lieu of or in addition to any adjustment in starting salary under the preceding paragraph, a newly hired teacher that fills a critical needs position may, at the discretion of the Superintendent and in consultation with GEA president, be paid a bonus stipend of up to Five Thousand Dollars (\$5,000), ~~provided that the total amount of such bonus shall not exceed \$20,000 per school year.~~ The consultation referred to in this provision shall not be construed as an obligation or permission to bargain.
- ~~e. Psychologists new hires will be placed on the scale by their years of service and be given an additional 2 levels in order to fill these critical needs positions.~~

#### 4. EXTRA-CURRICULAR PAY SCHEDULE – APPENDIX D

Positions on the ~~2023-2024~~ 2024-2025 extra-curricular schedule are in Appendix D. The number of positions identified in Appendix D is for information only and is intended to reflect the currently anticipated staffing; it does not limit or restrict the Board’s right to determine the number of such positions after discussion with the Association. A position or the number of positions established by the Board may be shared, and the associated compensation split among more than that number of employees with the approval of the Superintendent.

#### 5. MULTI-SCHOOL ASSIGNMENTS – TEACHERS

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

Year	Additional Sum	<del>Includes TRF</del>
<del>2023-2024</del> 2024-2025	\$1,195	<del>\$1,231</del>

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

Year	Additional Sum	<del>Includes TRF</del>
<del>2023-2024</del> 2024-2025	\$1,195	<del>-\$1,231</del>

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

#### 6. MILEAGE for TRAVEL ON SCHOOL BUSINESS

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

## 7. IN-HOUSE SUBSTITUTE and LUNCH DUTY PAY

Teacher employees shall be paid at the rate of ~~\$30.00~~ **\$35.00** per hour for in-house substitute pay. Teachers who volunteer for supervisory lunch duty in lieu of their duty-free lunch period shall be paid at the flat rate of ~~\$25.00~~ **\$30.00**. Payments made pursuant to this section constitute payment for ancillary duties; the teacher is still expected to perform all normal duties.

## 8. PAY for TEACHING an EXTRA PERIOD

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

## 9. FUNDS for CURRICULUM REVISION

The Goshen Schools will provide funds for a program of curriculum revision according to established guidelines. Teacher employees shall be paid ~~\$20.00~~ **\$ 25.00** (~~20.60 including TRF~~) per hour for summer curriculum study and work for the period of this contract. Participation will be voluntary. The voluntary nature of participation was not bargained and is stated herein for informational purposes only.

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

## 10. NATIONAL BOARD CERTIFICATION

Certified employees possessing National Board Certification shall receive an additional one thousand (\$1,000.00) dollar stipend. This stipend is contained in Appendix B and will be paid according to the Additional Teacher Certification/Licensure schedule.

## 11. EXTENDED CONTRACTS

Extended contracts for those other than instructional coaches and instructional support teachers shall be paid on a pro-rata basis of the regular salary schedule.

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

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

## 12. SCHOOL LEADERSHIP TEAM

Instructional coaches and instructional support teachers receive a stipend in addition to their regular salary. The expectation for instructional support teachers includes the potential for approximately four (4) additional days, and for instructional coaches the expectation is approximately eight (8) additional days. For a full-time instructional coach, the stipend is \$5,000 per contract year. For a full-time instructional support teacher, the stipend is \$2,500 per contract year. These expressed expectations are not bargained and are stated herein for informational purposes only.

## 13. TRANSLATION SERVICES

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

## 14. HOMEBOUND INSTRUCTION

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

## 15. BACKGROUND CHECKS

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

## 16. REQUIRED PROFESSIONAL DEVELOPMENT

Teachers who volunteer to attend professional development outside the 184 contract days shall be paid a stipend of One Hundred Dollars (\$100) per day. Teachers who are required by the Board to attend professional development outside the 184 contract days shall be paid a stipend of One Hundred Sixty Dollars (\$160) per day. This stipend only applies to full days (defined as 4 or more hours). It does not apply to NIET Core Training and NIET Summer Institute. New teachers will receive a stipend of One Hundred Sixty Dollars (\$160) per day for New Teacher

Orientation, a total of Four Hundred Eighty dollars (\$480) for all three (3) days. The reference to 184 contract days was not bargained and is included for information purposes only.

## 17. GRANDFATHERED STIPENDS

The stipends contained herein are for teachers hired prior to the 2015-2016 school year who were then eligible for similar stipends under the 2011-2015 collective bargaining agreement. These stipends are for the school year ~~2023-2024~~ **2024-2025**, are bargained outside the Compensation Model, and do not become part of the teacher's base salary.

### a. BACHELORS PLUS PROGRAM

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

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

### b. MASTERS PLUS PROGRAM

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

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

## 18. TOSA STIPEND

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

19. CERTIFIED TEACHER COURSEWORK AND/OR ADDITIONAL LICENSURE/  
STIPENDS/CERTIFICATIONS

- a. Teachers completing approved coursework required to be eligible to teach a Dual Enrollment, High Ability or English Language Learners (EL) course may receive tuition reimbursement of up to One Thousand Dollars (\$1,000) per year (not to exceed five years). Teachers may be asked to pursue coursework in these three areas.
- b. Teachers **who are credentialed** to instruct Dual Enrollment Credit courses shall receive a stipend of ~~Two Hundred Fifty Dollars (\$250) per semester per course~~ **Five Hundred Dollars/year (\$500)**. This stipend is contained in Appendix B and will be paid according to the Additional Teacher Certification/Licensure schedule.
- c. Certified High Ability teachers shall receive a stipend of Three Hundred Dollars/year (\$300). This stipend is contained in Appendix B and will be paid according to the Additional Teacher Certification/Licensure schedule.
- d. Certified English Language teachers shall receive a stipend of Three Hundred Dollars/year (\$300). This stipend is contained in Appendix B and will be paid according to the Additional Teacher Certification/Licensure schedule.
- e. Certified Special Education teachers shall receive a stipend of Three Hundred Dollars/year (\$300). This stipend is contained in Appendix B and will be paid according to the Additional Teacher Certification/Licensure schedule.
- f. Teachers who are teaching a Dual Credit course shall receive a stipend of Five Hundred Dollars (\$500) per semester per course. This stipend is contained in Appendix B and will be paid according to the Additional Teacher Certification/Licensure schedule.**
- g. Teachers who hold a Literacy Endorsement per Indiana Code 20-28-9-1.5(e) shall receive a stipend of Two Hundred Fifty Dollars (\$250) per year. This stipend is contained in Appendix B and will be paid according to the Additional Teacher Certification/Licensure schedule.**

20. STIPENDS FUNDED BY GRANTS

Stipends funded by grants will conform to grant guidelines and include consultation to GEA President(s). The consultation referred to in this provision shall not be construed as an obligation or permission to bargain.

## 21. SUMMER SCHOOL

The teacher pay rate for summer school will be ~~\$50.00~~ 40.00 (~~\$41.20 including TRF~~) per hour.

# Article III – RETIREMENT, SEVERANCE, BENEFITS, VESTING

## A. ACCUMULATED SICK LEAVE RETIREMENT BENEFIT

### 1. ELIGIBILITY

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

A teacher retiring from the teaching profession will receive \$45.00 for each day of accumulated sick leave up to a maximum of one hundred and fifty days (150). He/she will receive the benefit in a cash payment to be made in June of the year of retirement, so the maximum allowable amount can be counted towards Teachers' Retirement Fund calculations. This cash payment will include two parts: (1) one part will be the maximum amount allowed by Teachers' Retirement Fund [TRF] to be included in TRF calculations and this portion will be included on the retiring employee's final pay; (2) the remaining amount of this benefit will be deposited into the retiring employee's Post-Retirement 403 (b) account.

### 2. VEBA and 401 (a) ELIGIBILITY

- a. Contributions to VEBA and 401 (a) for new employees hired after May 1, 2011, shall begin with the signing of their sixth consecutive contract.
- b. For the ~~2023-2024~~ 2024-2025 school year there will be a 3.00% contribution to eligible employees' VEBA and 401(a) accounts. It shall be allocated as follows: 1.50% into 401(a) and 1.50% into VEBA accounts.

### 3. VEBA SEPARATION BENEFIT QUALIFICATIONS

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

- a. Teachers who are eligible for retirement benefits (see A under this Article III for qualifications) and retire are fully vested in the VEBA benefit plan at the time of retirement.
- b. Teachers who resign from the school corporation but do not qualify for retirement benefits are vested in the VEBA benefit according to the following schedule:
  - i. Beginning with 2005-06, teachers shall be vested in the VEBA benefit plan at the rate of fifty (50%) percent after ten years and ten (10%) percent for each additional year thereafter until one hundred (100%) percent at fifteen years.
  - ii. Beginning with 2011-12, teachers whose contributions do not begin until the 6th year of consecutive employment will have the first six years of their employment included towards these vesting requirements.

#### 4. 401 (a) SEPARATION BENEFIT QUALIFICATIONS

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

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

### Article IV – RE-HIRING of RETIRED TEACHER

This section applies to the retiree who returns to teaching after October 2007. The term “Retired Teacher” refers to all retired certified school employees who qualify for normal (un-reduced) retirement benefits from the Indiana State Teacher Retirement Fund (TRF).

#### 1. RESPONSIBILITY

The retired teacher is responsible for ensuring that there is a 30-day gap between their last

teaching day (retirement) and when they return under contract to teach (as a newly hired teacher with no re-employment agreement).

## 2. EXCEPTIONS of PROVISIONS and BENEFITS

Any retired teacher returning to teach shall be treated as a new hire and be subject to all the provisions and benefits, detailed in this contract, of a newly hired staff member except for the following:

- a. The retired teacher, as per statute, will not receive any Teacher Retirement Fund contribution.
- b. Since the retired teacher has been paid for unused sick days, the retired teacher is eligible for only those sick leave days granted yearly.
- c. Due to vesting requirements and a retired teacher's pay-out, the retired teacher will not continue to receive the 401(a) contribution nor the VEBA contribution.

## 3. EXTRA-CURRICULAR ASSIGNMENTS AT RETIREMENT

A teacher who retires, resigns from all extracurricular assignments and these assignments will be considered open. The retired teacher may re-apply for these open assignments.

# Article V – WAGE / SALARY – RELATED FRINGE BENEFITS

## A. LEAVES

### 1. PERSONAL LEAVE

Each teacher employee shall be entitled to three (3) days for the transaction of personal business and/or the consideration of personal or civil affairs during each school year without loss of compensation. If a personal leave day is used on the day prior or after **Fall Break**, Thanksgiving Holiday, Spring Break or **Student Performance Analysis Days** a written description of the reason and necessity of the absence is required. In addition, each day of such absences used will count as two days used.

Using more than three consecutive days for leaves requires written description of the reason and necessity of the absence. Unused days will be added to the next year's personal leave days for accumulating to a total of six (6). Any additional unused days will transfer to sick leave. ~~For the 2022-2023 school year, the two for one penalty shall not apply to Thanksgiving or Spring Break if the school calendar is changed in a manner that affects the dates of Thanksgiving or Spring Break due to any emergency closure of school.~~

Teachers who have signed their sixth (6th) contract may borrow up to three (3) personal leave days from future school years so long as no more than six (6) personal leave days are taken in any one school year. Any borrowed days shall be repaid from



future allocated personal leave before any additional days may be taken. If the teacher leaves employment at Goshen Community Schools, the value of any days not repaid shall be deducted from the teacher's last paycheck at the teacher's daily rate of pay.

## 2. SICK / FAMILY LEAVE

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

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

- a. Each first-year teacher employed in the Goshen system will be granted fifteen (15) days of sick /family leave.
- b. After the first year, all teacher employees shall be granted nine (9) days of sick/family leave per year.
- c. For those teachers newly hired for the 2003-2004 school year and thereafter who seek retirement, the corporation shall only pay for those days transferred in at the time of retirement. Presently employed teachers and new teachers employed by Goshen Community Schools who have accumulated days in another public-school corporation will transfer those days in at the rate of six (6) days per year after the first year.
- d. Extenuating circumstances such as major surgery or serious accident involving a member of the employee's "immediate family" shall merit special consideration by the Board to extend the amount of family leave days beyond the maximum granted in one year.

## 3. BEREAVEMENT LEAVE

Teacher employees shall be provided with up to five (5) school days in the current school year for each death event in his or her immediate family. The immediate family normally includes spouse, children, sisters, brothers, mother, father, grandfather, grandmother, grandchildren, any similar in-law relationship brought about by marriage, any similar relationship brought about by substitute or adopted family structures, or any member of the family unit with legal residence in the teacher employee's household irrespective of relationships. ~~Simultaneous deaths which qualify would result in only one (1) leave of up to five (5) school days without loss~~

~~of compensation.~~ Extenuating circumstances would qualify the teacher employee for additional funeral leave upon application to and approval by the Superintendent. Up to a total of one (1) day per year shall be granted for the funerals of close friends. For purposes of this Section C, a miscarriage or stillbirth shall be considered as a death of a child.

#### 4. LEGAL LEAVE

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

#### 5. PRE-PLANNED PAY LOSS

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

#### 6. PROFESSIONAL LEAVE

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

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

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

#### 7. MILITARY RESERVE LEAVE

- a. Any teacher employee, who as a reserve member of the armed forces of the United States, is called on to receive temporary military training, shall be entitled to a temporary leave, not to exceed federal guidelines in any one calendar year. The teacher shall have deducted from his/her pay only the amount required to replace the teacher with a substitute so long as the teacher does not have the option of attending during the summer. If the training is available in the summer and the teacher chooses to attend during the school year, the teacher shall have deducted from his pay the

amount received from the military service. Upon his return, he/she will be restored to his/her previous position without loss of sick leave or other benefits of employment.

- b. Military Leave - A leave of absence not to exceed four (4) years shall be granted by the Board of School Trustees to any teacher who is required or may elect to enter the military service. The teacher employee shall present himself/herself for reinstatement within the period provided by Federal Statute after honorable discharge or release from active participation in such service and shall thereupon be reinstated. The status of such a teacher employee in matters of salary, tenure, and retirement shall be as though no interruption of teaching had occurred.

## 8. FAMILY and MEDICAL LEAVE

- a. Pursuant to the Family and Medical Leave Act of 1993, teachers may take unpaid leave of absence of up to twelve (12) weeks for the following purposes:
  - i. for the care of the teacher's child (birth, or placement for adoption or foster care);
  - ii. for the care of the teacher's spouse, son or daughter, or parent, who has a serious health condition;
  - iii. for a serious health condition that makes the teacher unable to perform his/her job; or
  - iv. Service Member FMLA.
- b. FMLA leave, if applicable, shall run concurrently with any available accrued paid leave, including sick leave, pregnancy parental, personal leave, and sick bank days, when available.
- c. During FMLA leave, the teacher shall suffer no loss of tenure, seniority, or any other rights enjoyed by the teacher.
- d. Except in case of emergency, defined as an event occurring within twenty-four (24) hours of the start of the requested leave, the teacher shall give reasonable notice of the intent to take such leave.
- e. Accumulated paid leave (including sick leave and personal leave) may be used for FMLA days for the care of the teacher's child (birth, or placement for adoption or foster care)

## 9. PRESIDENT'S LEAVE

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

discretion of the superintendent or designee. During negotiations if GEA and GCS agree to use contracted hours/days, teachers on the bargaining team will submit professional development leave forms to their school administrator and the day will be granted as a professional leave day.

## 10. SUMMER SCHOOL SICK LEAVE & PERSONAL LEAVE

- f. If it becomes necessary for a summer school teacher to be absent for sick/family leave for up to 5 days, the employee's sick time will be used. Typically, summer school is a half day schedule, and therefore, an absence during summer school would equate to use of a ½ sick day. These sick days shall be deducted from the teacher's accumulated (previous year's) sick days.
- g. Each certified summer school teacher shall be eligible to use one (1) day for personal leave day for emergencies or pre-planned leaves. This personal leave day shall be deducted from the teacher's accumulated (previous year's) personal leave days (as a half day).
- h. Absences in excess of five (5) days (for any reason) will result in full deduction of summer school salary for those days.
- i. Professional Leave may be granted, but no provision will be made for salary payment for those days, unless the professional development is a requirement of the employee's position.

### ~~SABBATICAL LEAVE~~

- ~~b. Sabbatical leave for study, travel, or research may be granted by the Board to teacher employees who have completed six (6) years of service in the school corporation. Such leave may be granted under the following conditions:~~
  - ~~(a) Each year one (1) percent of the teaching staff who are eligible may be granted sabbatical leave.~~
  - ~~(b) A sabbatical leave may be granted for one (1) semester, one (1) full year, or the last semester of the next school year.~~
  - ~~(c) An approved sabbatical leave may carry an allowance of one-half (1/2) contractual salary subject to deductions required by:
    - ~~(1) Law~~
    - ~~(2) Board of Education regulation~~
    - ~~(3) employee designation~~~~
  - ~~(d) Considerations in granting approval to requests:
    - ~~(1) No member shall apply in an attempt to gain a Master's Degree.~~
    - ~~(2) The reasons for a sabbatical leave shall be offered to the Superintendent of Schools in writing, and the Superintendent's written approval must be filed before leave may be taken or compensation received.~~
    - ~~(3) Members to be granted leaves must be pursuing a course of study.~~~~
  - ~~(e) Such compensation shall be paid to the member by the following method:~~

- ~~(1) — one half (1/2) during the first semester of the first year a member returns to the Goshen Community Schools.~~
- ~~(2) — one half (1/2) during the second semester of the first year a member returns to the Goshen Community Schools.~~
- ~~(3) — No compensation shall be paid if the member does not return to the Goshen Community Schools.~~
- ~~(4) — Members granted sabbatical leave shall advance on the salary schedule as provided in the Compensation Model under Article IX.~~

## 11. OTHER LEAVES

Any teacher employee after having completed three (3) years of duty (except military and pregnancy parental leaves) may request, and the Board of Education may grant, a leave of absence, without pay, for a maximum of one (1) year (except for military leave).

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

## 12. WORKER'S COMPENSATION / ASSAULT LEAVE

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

Absence due to Assault or Personal Injury - In the event a teacher is absent due to an injury or assault sustained in the performance of their job duties

which is determined to be compensable under Worker's Compensation Laws, the teacher will receive:

- i. Full salary for the first seven (7) school days of absence.
- ii. The difference between the daily rate paid through Worker's Compensation and the teacher's daily salary for a period of fifty-three (53) additional school days of absence.
- iii. In no case will the teacher receive more than their daily rate.
- iv. Absence for the sixty (60) schools days described above will not be charged against a teacher's sick leave.
- v. Continued benefits of Worker's compensation will be eligible to the teacher after a sixty (60) day period.
- vi. The need for absence during any of the first seven (7) school days must be validated by the teacher's physician. In the event that Worker's Compensation is to be used, it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's Compensation.
- vii. Time for appearance before a judicial body or legal authority as a result of assault by a student or outsider will not result in loss of wages or in reduction of accumulated sick leave of the teacher.

### 13. PARENTAL LEAVE BENEFIT

Goshen Community Schools will provide up to ~~1~~ **two weeks** (~~5~~ **10** days) of paid parental leave to employees following the birth of an employee's child, surrogacy, or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. ~~This policy will be in effect for births, adoptions, or placements of foster children occurring on or after January 1, 2024.~~

#### a. ELIGIBILITY

Eligible employees must meet the following criteria:

- i. Have been employed with GCS for at least 12 months (the 12 months do not need to be consecutive).
- ii. Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- iii. Part-time employees shall be entitled to this benefit at a pro-rated basis.

In addition, employees must meet one of the following criteria:

- iv. Have given birth to a child.
- v. Be a spouse of a woman who has given birth to a child.
- vi. Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The

adoption of a new spouse's child is excluded from this policy.

- vii. Are a parent through surrogacy.

b. AMOUNT, TIME FRAME, and DURATION of PAID PARENTAL LEAVE

- i. Eligible employees will receive a maximum of 1 week (5 contracted days) of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 1 week (5 contracted days) total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 1 week (5 contracted days) of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption, or foster care placement event occurs within that 12-month time frame.
- ii. Each week of paid parental leave is compensated at 100 percent of employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- iii. Approved paid parental leave may be taken at any time during the 3-month period immediately following the birth, adoption, or placement of a child with the employee. Paid parental leave may not be used or extended beyond this 3-month time frame.
- iv. Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 3-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 3-month time frame.
- v. Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 3-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 3-month time frame.
- vi. Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

c. COORDINATION WITH OTHER POLICIES

- i. Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under

the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

- ii. After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' accrued sick, vacation and personal time. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- iii. GCS will maintain all benefits for employees during the paid parental leave period just as if they were taking any other GCS-paid leave such as paid vacation leave or paid sick leave.
- iv. If after using paid parental leave the employee fails to return to work, the participant agrees to reimburse GCS for paid parental leave days. This policy will follow the **Sick Leave Bank Language Article V, Section B, Number 4—Repaying the Days Borrowed.**

d. REQUEST for PAID PARENTAL LEAVE

The employee will provide his or her supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.

## B. SICK LEAVE BANK

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

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

Specific stipulations of the Sick Leave Bank are as follows:

### 1. PARTICIPATION

All certified personnel of Goshen Community Schools will be enrolled in the Bank. The first year of employment upon hire each certified person shall donate three (3) of his/her



accumulated and credited sick leave days to the Bank. Part-time employees shall donate days on a pro-rated basis and receive benefit on a pro-rated basis.

## 2. ESTABLISHING THE BANK

- a. All donated days are a permanent contribution to the Bank and are not transferable to another school corporation should a participant leave the Goshen Community Schools' employment.
- b. Certified employees will not need to donate additional days to the Bank unless it is deemed necessary to keep the bank operative. The GEA Executive Council shall have the responsibility to determine whether or not additional days will be donated.
- c. All participants and days will be kept in a Sick Leave Bank Ledger available to be audited by the Board of the Association at the beginning of each month. Participants' individual service record will show the deduction for days donated to the Bank. Record keeping will be done in the Central Office.
- d. At the conclusion of each school year, the Sick Leave Bank's unused days will be carried over to the next school year.

## 3. BORROWING FROM THE BANK

- a. Application to borrow from the Sick Leave Bank must be made on the official Sick Leave Bank application and Agreement Form, (SLB Form #2) and a physician's statement should be attached.
- b. Sick leave days previously accumulated must be used prior to borrowing from the Sick Leave Bank; however, the teacher may choose to set aside up to 5 days of any of the accrued paid leave to be excluded from being used concurrently. Except to the extent that this provision deals with compensation, it was not bargained and is included for information purposes only.
- c. Borrowing from the Bank can only be allowed for absences of one (1) or more consecutive working days due to an illness or disability.
- d. The Sick Leave Bank may be used only for the personal illness of a participant.
- e. A participant may borrow up to sixty (60) days per year, but not more than one hundred eighty (180) days during employment with the Goshen Community Schools.
- f. Application to borrow from the Sick Leave Bank may be made by a personal representative of a participant in cases where the participant is unable to do so.

#### 4. REPAYING THE DAYS BORROWED

- a. A participant agrees to repay the Sick Leave Bank from his/her credited sick leave days at the rate of two (2) days per year upon returning to active employment with the Goshen Community Schools. An additional two (2) days will be paid back if at the end of the school year the teacher has two (2) unused sick days left. No more than a total of four (4) sick days will be paid back during a school year.
- b. A participant that is capable of returning to active employment with Goshen Community Schools but fails to do so shall repay Goshen Community Schools for the sick leave days borrowed. The amount to be repaid shall equal the amount that a substitute teacher would have been paid during the time the participant borrowed from the Sick Leave Bank. If the participant cannot immediately pay the full amount due, the participant shall enter into a promissory note payable to Goshen Community Schools requiring the payment of an amount up to seven (7) substitute days per year with the remaining balance due in full after five years.
- c. If a participant returns to work at Goshen Community Schools but retires or goes to work for another employer before repaying his or her sick leave days, and the participant cannot immediately pay the full amount due, the participant shall execute a promissory note in favor of Goshen Community Schools requiring the payment of an amount up to seven substitute days per year with the remaining unpaid balance due in full after five years. **Failure to pay at least seven (7) days in a calendar year may result in Goshen Community Schools pursuing collection efforts for the remainder of the balance.**
- d. If Goshen Community Schools must pursue collection efforts, it shall be entitled to recover its reasonable attorneys' fees and costs.
- e. In the case of a continued disability or in the event of death, it is understood that the participant, participant's family, or estate will have no obligation in regard to this agreement. Continued disability is to be verified by a Board and Association approved physician.

#### C. SPECIAL EDUCATION and ENGLISH LEARNER TEACHERS

Special Education and English Learners teachers shall be provided with release time for the completion of required paperwork. Days can be used in either half day or full day increments. Any special education or English Language teacher may request up to five days with approval from the building principal. A special education or English Learner teacher with a caseload of over 30 students may ask the school principal and the ~~EL director~~ **EL/Special Education director** for permission of additional days if necessary (up to three additional days).

#### D. FRINGE BENEFITS

## 1. HEALTH AND DENTAL

**For the purposes of this section only: An employee that works greater than 70% will be treated as a 100% employee.**

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

HSA in 2010 shall continue in this plan. After January 1, 2014, new HSA enrollees shall have their monthly contributions into the employee's HSA account determined by the insurance committee with the understanding that it shall not be less than the amount delineated above or the amount during the first year of employment delineated in the next paragraph.

~~All newly hired employees and current employees presently not enrolled in any insurance plan but due to a "life event change" become eligible for coverage will only be able to enroll in the Health Saving Account (HSA) health insurance policy. During the first year of employment, for those electing insurance, the school corporation will contribute \$1,250 single or \$2750 family. The first installment of the employee's annual HSA amount contribution will be \$333.33 (single) or \$458.33 (family) and subsequent contributions will be split evenly throughout the monthly contributions. In subsequent years, the amount is delineated as in the insurance plan. If any employee elects to leave GCS and then returns at a later date, this additional HSA amount does not apply.~~

- a. The present policy benefits include:
  - i. medical coverage of at least two million dollars.
  - ii. pregnancy treated as illness.
  - iii. co-insurance.
  - iv. **no deductibles for dental coverage for oral exams, x-rays, fluoride treatments (for children under 18 only) or cleaning.**
  - v. ~~dental shall have a \$1,500.00 maximum per year.~~
- b. **Effective January 1, 2025, the Board will pay 60% of any premium increase to Plan A, B, C, or D.**

~~a. Plan A: Effective January 1, 2014, the Board will pay 80% of any premium increase up to a 5% premium increase, 60% of any premium increase between 6% and 10%, and 20% of any premium increase between 10% and up to 20% for a single plan.~~

~~b. Plan C—HSA effective January 1, 2014, the Board will pay 80% of any premium increase up to a 5% premium increase, 60% of any premium increase between 6% and 10%, and 20% of any premium increase between 10% and up to 20% for a single plan less \$1,000 which shall be deposited~~

into the individual employee's Health Savings Account as per Section A.

~~Plan A: Effective January 1, 2014, the Board will pay 80% of any premium increase up to a 5% premium increase, 60% of any premium increase between 6% and 10%, and 20% of any premium increase between 10% and up to 20% for an employee and child plan.~~

~~Plan A: Effective January 1, 2014, the Board will pay 80% of any premium increase up to a 5% premium increase, 60% of any premium increase between 6% and 10%, and 20% of any premium increase between 10% and up to 20% for an employee and child plan.~~

~~(a) — Plan A: Effective January 1, 2014, the Board will pay 80% of any premium increase up to a 5% premium increase, 60% of any premium increase between 6% and 10%, and 20% of any premium increase between 10% and up to 20% for a family plan.~~

~~(b) — Plan C — HSA: Effective January 1, 2014, the Board will pay 80% of any premium increase up to a 5% premium increase, 60% of any premium increase between 6% and 10%, and 20% of any premium increase between 10% and up to 20% for a family plan less \$2,500 which shall be deposited into the individual employee's Health Savings Account as per Section A.~~

- c. Teachers employed prior to 1999-2000 and not enrolled in either the single or family medical insurance plan shall be allowed to apply an amount equal to eighty percent (80%) of the Board's contribution for a singled medical plan toward an optional benefit program as adopted by the GEA and the Board of Education. Once established, the amount of this optional benefit shall not increase during the school year.

~~Married couples both teaching full time in the Goshen Schools shall receive a fully paid Health and Dental Insurance Plan, less \$1. In addition, if employed prior to 1999-2000, one spouse shall be allowed to apply an amount equal to fifty percent (50%) of the Board's contribution for a single medical plan toward an optional benefit program as adopted by the GEA and the Board of Education. Once established, the amount of this optional benefit shall not increase during the school year. For employees hired after the 2003-2004 school year, if the Board's contribution is less than 50% of the family plan, then the Board's contribution shall be the sum for the married couple.~~

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

- d. Married couples both working in the Goshen Schools shall receive a fully paid Health and Dental Insurance Plan:

Plan A: Less \$360.00  
Plan B: Less \$240.00  
Plan C: Less \$120.00  
Plan D: \$ 12.00

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

## 2. LIFE INSURANCE

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

## 3. LONG-TERM DISABILITY

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

## 4. SECTION 125 BENEFITS

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

## 5. EVALUATION of INSURANCE

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

- a. Evaluate its insurance program on an annual basis.
- b. All carriers and programs shall be adopted by mutual agreement of parties.
- c. Establish a program of education in an attempt to help participants more efficiently use their insurance benefits.

- d. In an effort to contain insurance premium increases, prior to renewal date the parties agree to review the Health and Dental Insurance programs. The review will include but not be limited to the benefits defined in ~~Section XVI. A. 1 Article 5, Section D~~. If the benefits changed affect those defined in ~~Section XVI. A. 1 Article 5, Section D~~, the contract will be changed in ~~Article 5, Section D A. 1~~ to reflect those changes. The changes will be by mutual agreement as in ~~2 b.~~ above.

## 6. TEACHER RETIREMENT CONTRIBUTION (ISTRF)

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

## Article VI – GRIEVANCE PROCEDURE

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

### 1. DEFINITION

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

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

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

### 2. PROCEDURE

- a. Orally present the grievance to the principal or supervisor and request an explanation or decision. The grievant may have another teacher of his/her choice present. If the grievant is not satisfied, he/she proceeds to Step Two within five (5) school days.
- b. Present three (3) copies of the grievance in writing to the principal or supervisor and keep one (1) copy. The principal or supervisor shall forward one (1) copy to the GEA or its representative and one (1) copy to the Superintendent. Within five (5) school days the Principal or supervisor shall present the grievant with a written decision and explanation thereof and forward one copy to the GEA and one (1) copy to the Superintendent. If the

grievant is not satisfied, he/she proceeds to Step Three within five (5) school days.

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

## **Article VII – CBA TERM, HEARING/MEETING ATTESTATIONS and RATIFICATION**

### **1. TERMS of AGREEMENT**

The terms of this contract shall begin on July 1, ~~2023~~ 2024 and shall continue in full force and effect until June 30, ~~2024~~ 2025. If any changes are mandated by state law, the contract shall be re-opened for the purpose of negotiations on those issues.

## 2. ENTIRE AGREEMENT

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

## 3. WAIVER

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

## 4. SEVERABILITY

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



# RATIFICATION

Date of Ratification by Association: October 10, 2024

Date of Ratification by Board: October 28, 2024

IN WITNESS WHEREOF,

The undersigned attest that a public hearing was held in compliance with IC 20-29-6-1(b) on August 12, 2024, and that electronic participation was not permitted. The undersigned further attest that a public meeting in compliance with IC 20-29-6-19 was held on October 14, 2024, and October 28, 2024, to discuss the tentative agreement and that electronic participation was not permitted.

For the Board:

For the Association:

\_\_\_\_\_  
Mr. Brad Weddell, Board President

\_\_\_\_\_  
Ms. Lydia Bowen, Association Co-President

\_\_\_\_\_  
Jose Elizalde, Board Secretary

\_\_\_\_\_  
Ms. Jen Yoder, Association Co-President

\_\_\_\_\_  
Mr. Jim Dubois, Superintendent

# APPENDICES

## Appendix A Salary Schedule

2023-2024

2024-2025

Red- 2023-2024		Hawk- 2023-2024	
-1	45,100	0-1	46,675
2	46,150	2	47,725
3	47,200	3	48,775
4	48,250	4	49,825
5	49,300	5	50,875
6	50,350	6	51,925
7	51,400	7	52,975
8	52,450	8	54,025
9	53,500	9	55,075
10	54,550	10	56,125
11	55,600	11	57,175
12	56,650	12	58,225
13	57,700	13	59,275
14	58,750	14	60,325
15	59,800	15	61,375
16	60,850	16	62,425
17	61,900	17	63,475
		18	64,525
		19	65,575
		20	66,625
		21	67,675
		22	68,725
		23	69,775
		24	70,825
		25	71,875
		26	72,925
		27	73,975
		28	75,025
		29	76,075

Step	Bachelors	Masters
A	\$50,000	\$51,575
B	\$51,580	\$53,155
C	\$53,160	\$54,735
D	\$54,740	\$56,315
E	\$56,320	\$57,895
F	\$57,900	\$59,475
G	\$59,480	\$61,055
H	\$61,060	\$62,635
I	\$62,640	\$64,215
J	\$64,220	\$65,795
K	\$65,800	\$67,375
L	\$67,380	\$68,955
M	\$68,960	\$70,535
M	\$70,540	\$72,115
O		\$73,695
P		\$75,275
Q		\$76,855
R		\$78,435
S		\$80,015

## Appendix B

### Certified Teacher Coursework/Additional Licensure Stipends/Certifications

<b>Teacher Certifications</b>		
<b>*Follows the ECA pay process</b>		
<b>Certification/Additional Licensure</b>	<b>Stipend Amount</b>	<b>Pay Period</b>
Dual Credit Credential	\$500 per year	Contract bi-weekly payroll disbursement
Dual Credit Instructor	<del>\$250 per course, per semester</del> \$500 per course, per semester	Contract bi-weekly payroll disbursement  *Principals submit list of teachers who will be teaching Dual Credit classes and the number of classes at the beginning of each semester.
EL Certification	\$300 per year	Contract bi-weekly payroll disbursement
High Ability License	\$300 per year	Contract bi-weekly payroll disbursement
Special Education License	\$300 per year	Contract bi-weekly payroll disbursement
National Board Certification	\$1,000.00 per year	Contract bi-weekly payroll disbursement
IDOE State Certified Reading Endorsement	\$250 per year	Contract bi-weekly payroll disbursement

Appendix C

PAY DATE SCHEDULE  
2024-2025

	Pay Periods	Dates	Date Paid
2024	1	7/28/2024 - 8/10/2024	8/23/2024
	2	8/11/2024 - 8/24/2024	9/6/2024
	3	8/25/2024 - 9/7/2024	9/20/2024
	4	9/8/2024 - 9/21/2024	10/4/2024
	5	9/22/2024 - 10/5/2024	10/18/2024
	6	10/6/2024 - 10/19/2024	11/1/2024
	7	10/20/2024 - 11/2/2024	11/15/2024
	8	11/3/2024 - 11/16/2024	11/29/2024
	9	11/17/2024 - 11/30/2024	12/13/2024
	10	12/1/2024 - 12/14/2024	12/27/2024
2025	11	12/15/2024 - 12/28/2024	1/10/2025
	12	12/29/2024 - 1/11/2025	1/24/2025
	13	1/12/2025 - 1/25/2025	2/7/2025
	14	1/26/2025 - 2/8/2025	2/21/2025
	15	2/9/2025 - 2/22/2025	3/7/2025
	16	2/23/2025 - 3/8/2025	3/21/2025
	17	3/9/2025 - 3/22/2025	4/4/2025
	18	3/23/2025 - 4/5/2025	4/18/2025
	19	4/6/2025 - 4/19/2025	5/2/2025
	20	4/20/2025 - 5/3/2025	5/16/2025
	21	5/4/2025 - 5/17/2025	5/30/2025
	22	5/18/2025 - 5/31/2025	6/13/2025
	23	6/1/2025 - 6/14/2025	6/27/2025
	24	6/15/2025 - 6/28/2025	7/11/2025
	25	6/29/2025 - 7/12/2025	7/25/2025
	26	7/13/2025 - 7/26/2025	8/8/2025

**Appendix D  
EXTRA-CURRICULAR SALARY SCHEDULE 2023-2024**

**Extra- Curricular Salary Scale**

<b>GROUP</b>	<b>0-3 Year Pay</b>	<b>4+ Year Pay</b>
<b>0</b>	<b>\$9,087- \$13,100 Range Varies</b>	
<b>1</b>	<b>\$6998</b>	<b>\$7707</b>
<b>2</b>	<b>\$5249</b>	<b>\$5780</b>
<b>4</b>	<b>\$3849</b>	<b>\$4239</b>
<b>5</b>	<b>\$3499</b>	<b>\$3854</b>
<b>6</b>	<b>\$3149</b>	<b>\$3468</b>
<b>7</b>	<b>\$2449</b>	<b>\$2697</b>
<b>8</b>	<b>\$2099</b>	<b>\$2312</b>
<b>9</b>	<b>\$1750</b>	<b>\$1927</b>
<b>10</b>	<b>\$1400</b>	<b>\$1541</b>
<b>11</b>	<b>\$1050</b>	<b>\$1156</b>
<b>12</b>	<b>\$875</b>	<b>\$963</b>
<b>13</b>	<b>\$700</b>	<b>\$771</b>
<b>14</b>	<b>\$525</b>	<b>\$578</b>
<b>15</b>	<b>\$350</b>	<b>\$386</b>

<b>GROUP #</b>	<b># FTE's</b>
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**GROUP 0**

<b>GHS Varsity Basketball Head Coach- Boys</b>	<b>1</b>
<b>GHS Varsity Basketball Head Coach- Girls</b>	<b>1</b>
<b>GHS Varsity Football Head Coach</b>	<b>1</b>

**GROUP 1**

<b>GHS Athletic Trainer</b>	<b>1</b>
<b>GHS Summer Marching Band Director</b>	<b>1</b>

**GROUP 2**

<b>GCS Aquatics Director</b>	<b>1</b>
<b>GHS Assistant Head Varsity Football</b>	<b>1</b>
<b>GHS Assistant Varsity Head Basketball – Boys</b>	<b>1</b>
<b>GHS Assistant Varsity Head Basketball – Girls</b>	<b>1</b>
<b>GHS Band Director</b>	<b>1</b>
<b>GHS Varsity Baseball Head Coach</b>	<b>1</b>
<b>GHS Varsity Soccer Head Coach – Boys</b>	<b>1</b>
<b>GHS Varsity Soccer Head Coach – Girls</b>	<b>1</b>
<b>GHS Varsity Softball Head Coach</b>	<b>1</b>
<b>GHS Varsity Swim Head Coach - Boys*</b>	<b>1</b>
<b>GHS Varsity Swim Head Coach - Girls*</b>	<b>1</b>

GHS Varsity Track Head Coach - Boys*	1
GHS Varsity Track Head Coach - Girls*	1
GHS Varsity Volleyball Head Coach	1
GHS Varsity Wrestling Head Coach – Boys	1
GHS Varsity Wrestling Head Coach – Girls	1

#### GROUP 4

GHS Assistant Varsity Basketball - Boys	2
GHS Assistant Varsity Basketball - Girls	2
GHS Assistant Varsity Football	5
GHS Assistant Varsity Basketball - Boys	2
GHS Assistant Varsity Basketball - Girls	2
<b>GHS Varsity School Swim Coach-Boys*</b>	<b>1</b>
<b>GHS Varsity School Swim Coach-Girls*</b>	<b>1</b>
GHS Colorado Trip Sponsor	2
GHS French Immersion Program	2
Provided credit is given for student participation	
GHS German Immersion Program	1
Provided credit is given for student participation	
GHS Marine Biology	2
GHS Spanish Immersion Program	1
Provided credit is given for student participation	
GHS Stratford Experience	1
GHS Varsity Cross Country -Boys*	1
GHS Varsity Cross Country – Girls*	1
GHS Varsity Assistant Track Head Coach - Boys*	1
GHS Varsity Assistant Track Head Coach – Girls*	1
GHS Weight Room Supervisor	1
Volunteer Coordinator	1

#### GROUP 5

GCS Aquatic Center Assistant Director	1
GHS Assistant Varsity Head Wrestling - Boys	1
<b>GHS Assistant Varsity Head Wrestling - Girls</b>	<b>1</b>
GHS Assistant Varsity Wrestling - Boys	1
GHS Assistant Varsity Wrestling - Girls	1
GHS Varsity Golf Head Coach- Boys	1
GHS Varsity Golf Head Coach- Girls	1
GHS Varsity Tennis Head Coach – Boys	1
GHS Varsity Tennis Head Coach - Girls	1

#### GROUP 6

GHS Assistant Athletic Trainer	2
GHS Assistant Varsity Baseball	2
GHS Assistant Varsity Head Volleyball	1
GHS Assistant Varsity Softball	2
GHS Assistant Varsity Swimming <b>and/or Diving</b> – Boys & Girls	3
GHS Assistant Varsity Track - Boys*	2
GHS Assistant Varsity Track - Girls*	2
GHS Cross Country Assistant - Boys*	1

GHS Cross Country Assistant - Girls*	1
GHS Crimsonaires Director	1
GHS Musical Director	1
GHS Summer Marching Band Assistant Director	4
GHS Varsity Head Cheerleading Sponsor	1
GHS Vocational Director	1
GHS Winter Guard Director	1
GHS Winter Percussion Director	1

**GROUP 7**

GHS Cross Country Assistant - Boys*	1
GHS Cross Country Assistant - Girls*	1
GHS Assistant Cheerleading Sponsor	1
GHS Assistant Freshman Basketball - Boys	1
GHS Assistant Freshman Basketball - Girls	1
GHS Assistant Freshman Football	2
GHS Assistant Varsity Soccer – Boys	2
GHS Assistant Varsity Soccer – Girls	2
GHS Assistant Varsity Volleyball	2
<b>GHS Varsity School Swim CoachAssistant -Boys*</b>	<b>1</b>
<b>GHS Varsity School Swim Coach-Assistant Girls*</b>	<b>1</b>
<b>GHS Varsity School Swim Coach Diving or Co-Ed*</b>	<b>1</b>
GHS Auditorium Director	1
GHS Crimson Guard Director	1
GJHS Basketball Coordinator – Boys	1
GJHS Basketball Coordinator – Girls	1

**GROUP 8**

GHS Assistant Varsity Golf – Boys	1
GHS Assistant Varsity Golf – Girls	1
GHS Assistant Varsity Tennis – Boys	1
GHS Assistant Varsity Tennis – Girls	1
GHS Symphonic Orchestra Director	1
<b>GHS Unified Flag Football Head Coach</b>	<b>1</b>
<b>GHS Unified Track Head Coach</b>	<b>1</b>
GJHS Basketball – Boys	3
GJHS Basketball – Girls	3
GJHS Football Coordinator	1
GJHS Volleyball Coordinator	1
GJHS Wrestling Coordinator	1
<b>GJHS Intramural Director</b>	<b>1</b>
<b>GIS Intramural Director*</b>	<b>1</b>

**GROUP 9**

Esports Coordinator	1
GHS Assistant Band Director	2
GHS Assistant Crimsonaires Director	1
GHS Choral Director	4
GHS Crimson Sponsor (Yearbook)	1
GHS JV Assistant Baseball	1

GHS JV Assistant Soccer - Boys	1
GHS JV Assistant Soccer - Girls	1
GHS JV Assistant Softball - Girls	1
<b>GHS JV Assistant Track-COED</b>	<b>3</b>
GHS JV Assistant Boy and Girls Wrestling	2
GHS Orchestra Director	4
GHS Student Council Sponsor	1
GHS Summer Band Auxiliary	1
GHS Talon Sponsor	1
GIS District Orchestra Director	1
GJHS Auditorium Director	1
GJHS Football	5
GJHS Musical Director	1
GJHS Track Coordinator - Boys	1
GJHS Track Coordinator - Girls	1
GTV Live	1

#### GROUP 10

Elementary Coordinator Basketball - Boys	1
Elementary Coordinator Basketball - Girls	1
GCS Jazz String Director	1
GHS Art Teacher for Marine Biology Trip	1
GHS Assistant Freshman Volleyball	1
GHS Assistant Symphonic Orchestra Director	3
GHS Camerata Orchestra Director	1
GHS Dramatics Director	1
GHS Freshman Baseball	1
GHS Intramural Director	1
GHS Jazz Band Director	2
GHS Pep Band Director	2
GHS Speech Coach	1
GHS Wrestling	1
GIS District Orchestra Assistant Director	1
GJHS Cross Country - Boys	1
GJHS Cross Country - Girls	1
GJHS Soccer - Boys	2
GJHS Soccer - Girls	2
GJHS Swimming - Boys & Girls Coordinator	1
GJHS Track - Boys	1
GJHS Track - Girls	1
GJHS Volleyball	3
GJHS Wrestling	1
Soccer Goalie Coach Boys & Girls	1

#### GROUP 11

<b>GCS Media Coordinator</b>	<b>1</b>
GHS 11th Grade Class Sponsor	1
GHS 12th Class Sponsor	1
GHS Assistant Crimson Guard Director	1



GHS Assistant Musical Director	1
GIS Cheerleader Sponsor	1
GJHS 7th Grade Basketball Season Cheerleader Sponsor	1
GJHS 7th Grade Football Season Cheerleader Sponsor	1
GJHS 8th Grade Basketball Season Cheerleader Sponsor	1
GJHS 8th Grade Football Season Cheerleader Sponsor	1
GJHS Assistant Wrestling	1
GJHS Golf - Boys & Girls Head Coach/Coordinator	1
GJHS Swimming - Boys & Girls	2

#### GROUP 12

GHS 10th Grade Class Sponsor	1
GHS 9th Grade Class Sponsor	1
GHS Musical Choreographer	1
GHS Musical Pit Director	1
<b>GHS Unified Assistant Flag Football Coach</b>	<b>1</b>
<b>GHS Unified Assistant Track Coach</b>	<b>1</b>
GIS 6th Grade Basketball Boys	2
GIS 6th Grade Basketball Girls	2
GJHS Golf - Boys & Girls Assistant Coach	1
GJHS Team Leaders	13
GJHS Tennis Coach	1
<b>Elementary Principal Designee</b>	<b>5</b>

#### GROUP 13

Chess Club Supervisor	1
Elementary Art Coordinator	1
Elementary Music Coordinator	1
Elementary Physical Education Coordinator	1
Elementary Soccer Coordinator	1
Elementary Volleyball Coordinator	1
<b>Elementary/GIS School Counselor Coordinator</b>	<b>1</b>
GHS Assistant Fall Play Director	1
GHS Assistant Speech Coach	1
GHS Assistant Stratford Experience	1
GHS Camerata Orchestra Assistant Director	2
GHS Chamber Music Coaching	1
GHS Multi Cultural Youth Alliance Sponsor	1
GHS NHS Sponsor	2
GIS 5th/6th Grade Track	4
GIS Boys & Girls Soccer Coach	4
<b>GIS EL Department Head</b>	<b>1</b>
GJHS Assistant Musical Director	1
GJHS Band Director	2
GJHS Builders Club	1
GJHS Choral Director	3
GJHS Drama Club Director	1
<b>GJHS Multi Cultural Youth Alliance Sponsor</b>	<b>1</b>
GJHS NJHS Sponsor	1

<b>GJHS Orchestra Director</b>	<b>4</b>
<b>GJHS Student Council Sponsor</b>	<b>1</b>
<b>GJHS Tennis Assistant Coach</b>	<b>1</b>
<b>GJHS Yearbook Sponsor</b>	<b>1</b>

**GROUP 14**

<b>Elementary Athletic Coordinator - Baseball</b>	<b>1</b>
<b>Elementary Athletic Coordinator - Cheer</b>	<b>1</b>
<b>Elementary Athletic Coordinator - Football</b>	<b>1</b>
<b>Elementary Athletic Coordinator - Golf</b>	<b>1</b>
<b>Elementary Athletic Coordinator - Softball</b>	<b>1</b>
<b>Elementary Athletic Coordinator - Swim</b>	<b>1</b>
<b>Elementary Boys &amp; Girls Wrestling Coordinator</b>	<b>1</b>
<b>Elementary Cross Country Coordinator</b>	<b>1</b>
<b>Elementary Track &amp; Field Coordinator</b>	<b>1</b>
<b>Elementary/GJHS Tennis Coordinator</b>	<b>1</b>
<b>GHS Academic Super Bowl Coordinator</b>	<b>1</b>
<b>GHS Academic Team Coaches</b>	<b>5</b>
<b>GHS Art Club Sponsor</b>	<b>1</b>
<b>GHS Bookstore Manager</b>	<b>1</b>
<b>GHS Spell Bowl Coach</b>	<b>1</b>
<b>GHS Technology Student Association</b>	<b>1</b>
<b>GHS Winter Guard - Assistant Director</b>	<b>1</b>
<b>GHS Winter Percussion - Assistant Director</b>	<b>1</b>
<b>GIS Boys and Girls Wrestling Coordinator</b>	<b>0</b>
<b>GIS Volleyball</b>	<b>8</b>
<b>GJHS Academic Team Coaches</b>	<b>5</b>
<b>GJHS Art Club Sponsor</b>	<b>1</b>
<b>GJHS Latino Club Sponsor</b>	<b>1</b>
<b>GJHS Science Olympiad Sponsor</b>	<b>1</b>
<b>GJHS Technology Student Association Sponsor</b>	<b>1</b>

**GROUP 15**

<b>Chess Club Coaches</b>	<b>9</b>
<b>Elementary/GIS EI Department Leaders</b>	<b>7</b>
<b>Elementary/GIS Special Education Department Leaders</b>	<b>6</b>
<b>Elementary Music Performance</b>	<b>6</b>
<b>Elementary Spell Bowl &amp; Math Bowl Sponsor</b>	<b>14</b>
<b>Esports Assistants</b>	<b>6</b>
<b>GHS Academic Super Bowl Subject Area Coaches</b>	<b>1</b>
<b>GHS Club Sponsor</b>	<b>3</b>
<b>Colorado Sponsor</b>	<b>2</b>
<b>GHS French Club Sponsor</b>	<b>1</b>
<b>GHS German Club Sponsor</b>	<b>1</b>
<b>GHS Spanish Club Sponsor</b>	<b>1</b>
<b>GJHS Language Club Sponsor (French, German, Spanish)</b>	<b>1</b>
<b>GIS Assistant Cheerleader</b>	<b>1</b>
<b>Kid Mayor Coordinator</b>	<b>1</b>

**OTHER**

Chess Club Coaching Assistants \$100 per assistant per voucher (10 Positions)  
 GHS Extended Essay Advisor \$100 per voucher (based on student participation #'s)  
 Elementary Soccer Coaches \$100 per voucher (based on student participation #'s)

	FALL	WINTER	SPRING
<b>Concessions Manager</b>	<b>\$4,000</b>	<b>\$3,000</b>	<b>\$2,000</b>
<b>Event Supervisor</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$2,500</b>

**Positions with \*:**

The first priority is to fill athletic teams with a boys and girls coaching team. In situations where GCS is unable to fill the positions with enough coaches, the following coaching teams will be formed:

POSITION	FTE's	GROUP #
GHS Varsity Cross Country Head Coach - CoEd	1	2
GHS Varsity Cross Country Assistant Head Coach - COED	1	4
GHS Cross Country Assistant - Boys	1	7
GHS Cross Country Assistant - Girls	1	7
GHS Varsity Track - CoEd	1	1
GHS Varsity Track Assistant Head Coach - Boys	1	4
GHS Varsity Track Assistant Head Coach - Girls	1	4
GHS Assistant Varsity Track - Boys	2	6
GHS Assistant Varsity Track - Girls	2	6
GHS JV Assistant Track - CoEd	3	9
GHS Varsity School Swim Head Coach - CoEd	1	1
GHS Assistant Varsity Swimming and/or Diving- CoEd	3	6
GHS Assistant Varsity Swimming - CoEd	1	6
GHS Assistant Varsity Swimming and/or Diving- CoEd	3	6
GHS Assistant Varsity Swimming - CoEd	1	6

GIS Intramural Director split seasons or one Individual Director	2 if split seasons	13
	1 if all seasons	8

SELF-FUNDED HEALTH BENEFIT PLAN

- I. The Board shall establish and maintain for the benefit of teachers (and, if the Board so decides in the exercise by the Board of its sole discretion, other employees of the school corporation) a self-funded health insurance plan. The Association may require that a separate plan for teachers and teacher retirees only be established at the beginning of any calendar year if the Association gives the Board at least three months' advance notice of its desire for a separate teachers' plan. Upon separation and after all claims incurred but not paid or reported as of the end of the year prior to separation and all other expenses of the plan for the year prior to separation have been paid, the balance in the agency account shall be allocated equitably between the teachers' plan and the successor plan for other employees of the school corporation based upon the amounts of premium paid on behalf of teachers and teacher retirees, on the one hand, and on behalf of other employees and other retirees on the other hand, in the preceding three years by both individuals and the school corporation, whether under a self-insured or a fully insured plan.
- II. The features of the plan, including the identity of third-party contractors and insurers, coverages, deductibles, exclusions, limits of liability, premiums, claims procedures and appeal procedures, etc., shall be determined as follows:
  - A. An insurance committee composed of such administrators as the Superintendent shall appoint and such officers and members of the Goshen Education Association as the Association shall select will gather and examine pertinent information, obtain appropriate advice and develop recommendations regarding the features of the plan for the next calendar year or midyear changes in particular features, as the case may be.
  - B. Minor administrative changes in the plan or changes required in order to make the plan compliant with the law may be made by approval of the Board of School Trustees in accord with the mutually agreed upon recommendation of the insurance committee. "Mutually agreed upon" means that each side must cast their vote in favor of any changes for the action to be approved. GEA will have one vote and the administration acting on behalf of the School Board will have one vote.
  - C. Otherwise, the features of the plan may be established, and changes of particular features may be made, by resolution of the Board of School Trustees only after the insurance committee has first mutually agreed upon the changes.
- III. The financial features of the self-insured health benefit plan which shall be in effect for the 2004 calendar year and thereafter are as follows:
  - A. Individual and aggregate stop-loss insurance with an A- or better rated Insurance Company, having an individual attachment point (applicable to all individuals equally in 2005 and thereafter) of at least \$175,000 and an aggregate attachment point for all self-funded benefits no greater than 125% of estimated claims.
  - B. Establishment of a separate self-insurance fund to be utilized exclusively for the self-insured health benefit plan, the same to be established under authority of IC 21-2-5.6-1(2) in compliance with IC 20-5-2.5-4
  - C. Establishment of an agency or trust account with a financial institution selected by the Board of School Trustees into which premiums shall be paid as due and from which a mutually agreed upon third party administrator (TPA), may draw to pay plan benefits and expenses.
  - D. Adherence by the Board of School Trustees to the following policies:

1. That the school corporation shall transfer into the agency account each month its share of premiums for that month as agreed to in the current Master Contract (and as it may undertake to pay with respect to employees other than those represented by the Association) less any credits to which the school corporation may be entitled under subsection E below.
2. That the school corporation shall transfer each month into the Agency account the premiums for that month paid by individuals covered under the plan.
3. That no monies deposited in the separate 110 fund shall be utilized for purposes other than the plan or any successor plan. (unless due as a refund of unearned premium as in the case of an individual who prepays for a term and then dies before the end of the term).
4. That in no event shall any assets of the agency account be used for purposes other than for the exclusive benefit of the employees of the school corporation, including the payment of claims under the plan or any successor plan, related administrative expenses and premiums for insurance; no money in the agency account will ever revert to the school corporation or any individual payor of premium as a refund of premium.
5. That, in the event of a need to pay claims or other expenses of the plan in excess of the plan's assets in the agency account, the school corporation shall loan to the plan from its general fund (or such other fund as may be available) monies in amounts sufficient to pay claims and the other expenses of the plan as they become due; that such loans shall bear no interest; and that such loans shall be repaid as soon as the plan's assets in the agency account are sufficient to meet the plan's current obligations and effect repayment as well, any such repayments to be taken as credits against the school corporation's premium obligations.
6. That the expenses of the plan, including the payment of claims, the payment of premiums for individual and aggregate stop-loss insurance, the payment of the Third Party Administrator's fees and claims for reimbursement, the payment of fees charged by the financial institution holding the agency account, the payment of the insurance consultant approved by the insurance committee and employed by the school corporation, the premium of the fiduciary liability insurance policy for the appeals committee, and the payment of any other administrative expenses of the plan as approved by the insurance committee, shall be paid out of the agency account.
7. That all interest or other income earned with respect to assets in the agency account shall remain in the agency account.
8. That any benefits paid by the stop-loss insurer and any refund of unused premium paid by the stop-loss insurer shall be deposited directly into the agency account.
9. That the school corporation shall provide to the Association:
  - (a) a monthly report showing the number of participants in each category of participants for the month, the total monthly premium for each type of participant, and the total premium (including both the school corporation's contribution and all individual contributions) transferred by the school corporation into the agency account for the month;

- (b) the monthly report of the third-party administrator, showing the totals of all expenses paid for the month by category and all claims made against the stop-loss insurer, but not showing amounts of claims paid specifically on behalf of individual named participants or their dependents;
- (c) the monthly report of the financial institution holding the agency account, showing income and outgo for the month;
- (d) copies of all contracts with independent contractors entered into by the school corporation in connection with the self-funded health insurance plan, including without limitation the contract with the third-party administrator, the contract with the stop-loss insurer, the contract establishing the agency account with a financial institution and the contract with the professional insurance advisor, if any; and
- (e) any other records the Association may request relating to the past or prospective compensation of independent contractors who provide services or insurance in connection with the self-funded health insurance plan.

10. That, with respect to persons insured under the self-funded health insurance plan, primary liability for any wrongful denial of a claim by the third-party administrator, the stop-loss insurer or any appeal panel of the third-party administrator or the school corporation shall lie with the school corporation, which in turn may pursue such remedies as it may have against the third-party administrator, the stop-loss insurer, and any other insurer, person or entity which may be liable as wrongdoer, indemnitor or otherwise.

11. Insurance coverage for new employees begins the first of the month after their first contracted working day.

IV. For purposes of this agreement, the term “premium” has its conventional meaning when referring to a fully insured health and dental benefits plan, but when referring to a self-insured health and dental benefits plan means the portion of the budgeted amount required to pay all costs of the plan for the calendar year which is allocated to an employee, a person subscribing for COBRA coverage or a retiree for a particular type of coverage (such as single coverage, coverage for the employee and the employee’s spouse, etc.)

V. As developed and analyzed by the school corporation’s insurance committee with the possible assistance of a professional insurance advisor and the TPA, the premium charged will be based upon a consideration of the following factors:

- A. the plan design;
- B. claims history;
- C. medical cost trends;
- D. the premium charges for individual and aggregate stop-loss insurance;

- E. administrative expenses (fees for professional advice, fees of and reimbursements to the Third Party Administrator, fees of the financial institution holding the agency account, printing of the benefit plan book, etc.);
- F. covering by premium at least 100% of expected claims if the fund is fully reserved (the fully reserved amount [incurred but not reported {IBNR}claim fund] will be determined by mutual agreement of GEA and GCS with input from the professional insurance advisor) and
- G. by maintaining in the Operating and Premium Stabilization Funds at least an operating balance of 40% (estimated amount ~ \$2.7 million) of the previous year's claims.

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