

Collective Bargaining Agreement

Between

**Garrett-Keyser-Butler
Community School District**

And

**Garrett-Keyser-Butler
Education Association**

July 1, 2021 – June 30, 2023



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 members within the bargaining unit 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, 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.
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, 2021 through June 30, 2023.
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 Education fund

revenue or an increase in the employer's expenditures when the expenditures exceed the employer's current year actual Education fund revenue.

ARTICLE III - COMPENSATION

A. SALARY RANGE

\$35,080 to \$68,834, not including current year increases or TRF contributions.

In year one, July 1, 2021, to June 30, 2022, the salary range will be \$40,000 to \$72,399. In year two, July 1, 2022, to June 30, 2023, the salary range will be \$40,000 to \$75,000.

B. BASE SALARY INCREASES

1. General Eligibility

To be eligible for a salary increase, a teacher:

- a. Except as provided in "b" below, must not have been rated ineffective or improvement necessary in the prior year at this school corporation;
- 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.

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

2. Factors and Definitions

- a. Evaluation Rating– The teacher was not rated ineffective or improvement necessary in the prior year (unless the 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) at this school corporation.
- b. Education – A teacher (1) who qualifies for a raise for a school year, and (2) has possession of a Master's degree or BA + 36 Hrs. (graduate level license-related hours) where teaching is connected to the content area in which the instruction is being given.
- c. Academic Need – Academic Need is defined as the importance of retaining teachers in the corporation based on their current salary level.

3. Distribution – amounts to be added to a teacher's base salary when Factors and Definitions are met.

- a. Evaluation rating of highly effective or effective = \$3,100.
- b. Education = \$465.
- c. Academic Need

- 1) Teacher with salary less than or equal to \$38,180 after increase for evaluation and experience = such amount as will increase their salary to \$40,100.

- 2) Teacher with salary between \$38,181-\$38,820 after increase for evaluation and experience = such amount as will increase their salary to \$40,200
- 3) Teacher with salary between \$38,821-\$39,460 after increase for evaluation and experience = such amount as will increase their salary to \$40,300.
- 4) Teacher with salary between \$39,461-\$40,100 after increase for evaluation and experience = such amount as will increase their salary to \$40,400.
- 5) In year one of the contract, teachers with a Master's degree or BA+36 Hrs. and at least 20 years of experience whose current salary is \$54,700 or less prior to increases = \$5,000
- 6) In year two of the contract, teachers with a Master's degree or BA+36 Hrs. and at least 20 years of experience whose current salary is \$57,315 or less prior to increases = \$5,000

The Education factor accounts for 5.4% of the maximum available salary increase (\$465/\$8,565).

- d. Teachers with a Bachelor's degree or Master's degree or BA+36 Hrs. (graduate level license-related hours) will receive the eligible increase to the base salary for year one. Teachers with a Master's degree or BA+36 Hrs. (graduate level license-related hours) with a base salary over \$75,000 will receive the eligible increase as a stipend for year two.
 - e. A teacher in the Bachelor's column who was employed for at least 120 days in the prior school year and is in the first year of possessing a content area Master's Degree (Education) completed after January 1, 2021, will advance to the Master's column at the appropriate step.
4. Redistribution – Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of each school year.

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 shall pay the applicable fees with written agreement by the School Board. 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 5th and 20th 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. 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

All new hires will be placed by the Superintendent on a 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 years of experience. The Superintendent may use his/her discretion to adjust a salary for a difficult to fill position.

2021-2022 NEW HIRE SALARY SCHEDULE		
Years of Service	Bachelor's Degree	Master's Degree or BA+36 Hrs. (graduate experience level license-related hours)
0	\$40,000	\$40,500
1	\$40,100	\$40,750
2	\$40,200	\$41,165
3	\$40,300	\$42,115
4	\$40,400	\$43,065
5	\$40,740	\$44,015
6	\$41,380	\$44,965
7	\$42,020	\$45,915
8	\$42,660	\$46,865
9	\$43,300	\$47,815
10	\$43,940	\$48,765
11	\$44,580	\$49,715
12	\$45,220	\$50,665
13	\$45,860	\$51,615
14	\$46,500	\$52,565
15	\$47,140	\$53,515
16	\$47,780	\$54,465
17	\$48,420	\$55,415
18	\$49,060	\$56,365
19		\$57,315
20		\$58,265
21		\$59,215
22		\$60,165
23		\$61,115
24		\$62,065
25		\$63,015

2022-2023 NEW HIRE SALARY SCHEDULE		
Years of Service	Bachelor's Degree	Master's Degree or BA+36 Hrs. (graduate experience level license-related hours)
0	\$40,000	\$41,880
1	\$40,640	\$42,830
2	\$41,280	\$43,780
3	\$41,920	\$44,730
4	\$42,560	\$45,680
5	\$43,200	\$46,630
6	\$43,840	\$47,580
7	\$44,480	\$48,530
8	\$45,120	\$49,480
9	\$45,760	\$50,430
10	\$46,400	\$51,380
11	\$47,040	\$52,330
12	\$47,680	\$53,280
13	\$48,320	\$54,230
14	\$48,960	\$55,180
15	\$49,600	\$56,130
16	\$50,240	\$57,080
17	\$50,880	\$58,030
18	\$51,520	\$58,980
19		\$59,930
20		\$60,880
21		\$61,830
22		\$62,780
23		\$63,730
24		\$64,680
25		\$65,630

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. SICK LEAVE – BUY-BACK DAYS

1. When a teacher's unused sick day accumulation has exceeded the maximum as defined above, that excess accumulation shall be designated as annual buy-back days and will be compensated at the rate of the current substitute pay for each day in excess of the maximum. Such compensation for annual buy-back days shall be paid to the teacher's 401(a) account. These payments shall be made on or before August 1st.
2. Upon retirement, a teacher will donate half his/her sick days to the sick bank and be paid sub rate for the other half of the days, up to a maximum of 45 days. This could be paid to the teacher's 401(a) account, applied to the teacher's insurance premiums if remaining on GKB insurance after retirement or as a stipend at the discretion of the retiring teacher. This will be paid as a one-time payment in conjunction with final contract payout.

D. 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. Ten (10) bereavement working days:
Spouse, domestic partner, natural, adopted, foster, and/or step child (including loss during pregnancy).

- b. Five (5) bereavement working days:
Natural, adopted, foster, and/or step: mother, father, sibling, anyone for whom teacher's are the executor of the will, anyone living under the same roof as the teacher, or the biological parent of a teacher's child.
 - c. 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).
 - d. One (1) bereavement working day to attend the funeral of:
Aunt, uncle, nephew, niece, friend, or student. Up to two (2) additional days of paid leave may be granted for travel exceeding 200 miles one way.
2. Pay for bereavement leave is not available for any day the teacher would otherwise not be at work.
 3. In the event a legal holiday falls during the leave period, that day shall not count as one of the leave days. Should a make-up day fall on a legal holiday, it shall count as one of the leave days.
 4. 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.

E. 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.

F. 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.

G. 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.

H. 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 a unique circumstance exists. Permission to use personal leave under these circumstances must be submitted in writing and approved by the Superintendent and will only be considered one (1) time per five (5) calendar years. 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 July. 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. Any teacher on a summer teaching contract may use one (1) unused personal day from the previous regular school year during their summer employment. This personal day is to be taken in one (1) school day only, cannot be used for two (2) half-days.

I. 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.

J. 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.

K. ADOPTIVE LEAVE

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

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 complete room preparation will receive 1 day of pay at the current substitute rate.

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. Teachers who complete room preparation will receive 1 day of pay at the current substitute rate.
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, 2021, until June 30, 2023. It will continue in full force from school year to school year unless mutually modified.

The undersigned attest to the following:

1. A public hearing was held on Monday, August 23, 2021 [in compliance with I.C. § 20-29-6-1(b)], and electronic participation from the parties and/or public was not permitted; and
2. A public meeting was held on Thursday, October 21, 2021 [in compliance with I.C. § 20-29-6-19] to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

By Christina DeRuw Date 10/25/21
The Garrett-Keyser-Butler Education Association President (s)

By Rebecca L. Wright Date 10/25/21
The Garrett-Keyser-Butler Education Association President (s)

By Jamara L. Best Date 10/25/21
The Garrett-Keyser-Butler Board of Education

EXTRA-CURRICULAR SALARY SCHEDULE – APPENDIX A

Effective: July 1, 2021

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

ATHLETIC POSITIONS	
<u>BASEBALL</u>	
HS HEAD COACH	\$3,800
HS ASSISTANT	\$1,500
HS ASSISTANT	\$1,500
HS ASSISTANT	\$1,500
<u>BASKETBALL – BOYS'</u>	
HS HEAD COACH	\$6,275
HS ASSISTANT	\$3,100
HS ASSISTANT	\$3,100
HS ASSISTANT	\$3,100
8 TH GRADE HEAD COACH	\$2,200
7 TH GRADE HEAD COACH	\$2,200
6 TH GRADE HEAD COACH	\$2,000
<u>BASKETBALL – GIRLS'</u>	
HS HEAD COACH	\$6,275
HS ASSISTANT	\$3,100
HS ASSISTANT	\$3,100
HS ASSISTANT	\$3,100
8 TH GRADE HEAD COACH	\$2,200
7 TH GRADE HEAD COACH	\$2,200
6 TH GRADE HEAD COACH	\$2,000
<u>CHEERLEADING</u>	
HS HEAD COACH	\$2,600
HS ASSISTANT	\$1,300
MS HEAD COACH	\$1,300
MS ASSISTANT	\$650
<u>CROSS COUNTRY</u>	
HS HEAD COACH	\$3,800
HS ASSISTANT	\$1,500
MS HEAD COACH	\$1,300
<u>FOOTBALL</u>	
HS HEAD COACH	\$6,275
HS ASSISTANT	\$3,100
HS ASSISTANT	\$3,100
HS ASSISTANT	\$2,600
HS ASSISTANT	\$2,600
HS ASSISTANT	\$2,100
HS ASSISTANT	\$2,100
HS ASSISTANT	\$2,100
MS HEAD COACH	\$1,400
MS HEAD COACH	\$1,400
MS ASSISTANT	\$1,000
MS ASSISTANT	\$1,000
MS ASSISTANT	\$1,000
MS ASSISTANT	\$1,000
<u>GOLF</u>	
HS HEAD COACH – BOYS'	\$3,000
HS HEAD COACH – GIRLS'	\$3,000
MS HEAD COACH	\$1,300

<u>SOCCER – BOYS'</u> HS HEAD COACH HS ASSISTANT MS HEAD COACH MS ASSISTANT	\$3,800 \$1,500 \$1,300 \$600
<u>SOCCER – GIRLS'</u> HS HEAD COACH HS ASSISTANT MS HEAD COACH MS ASSISTANT	\$3,800 \$1,500 \$1,300 \$600
<u>SOFTBALL</u> HS HEAD COACH HS ASSISTANT HS ASSISTANT HS ASSISTANT	\$3,800 \$1,500 \$1,500 \$1,500
<u>TRACK</u> HS HEAD COACH HS ASSISTANT HS ASSISTANT HS ASSISTANT HS ASSISTANT HS ASSISTANT MS HEAD COACH MS ASSISTANT MS ASSISTANT MS ASSISTANT	\$4,050 \$2,600 \$1,500 \$1,500 \$1,500 \$1,500 \$1,800 \$1,300 \$1,300 \$1,300
<u>VOLLEYBALL</u> HS HEAD COACH HS ASSISTANT HS ASSISTANT 8 TH GRADE HEAD COACH 7 TH GRADE HEAD COACH 6 TH GRADE HEAD COACH	\$3,800 \$2,500 \$2,500 \$1,300 \$1,300 \$1,000
<u>WEIGHT TRAINING COORDINATOR</u> FALL WINTER SPRING SUMMER	\$750 \$750 \$750 \$750
<u>WRESTLING</u> HS HEAD COACH HS ASSISTANT HS ASSISTANT MS HEAD COACH MS ASSISTANT	\$3,800 \$2,500 \$2,500 \$1,600 \$900
TOTAL	\$170,525

NON-ATHLETIC POSITIONS	
<u>ACADEMIC COMPETITION COACHES (9-12)</u>	
COORDINATOR	\$1,100
ENGLISH	\$1,100
FINE ARTS	\$1,100
MATH	\$1,100
SCIENCE	\$1,100
SOCIAL STUDIES	\$1,100
SPELLING	\$1,100
<u>ALL-SCHOOL DRAMA PRODUCTION</u>	
DIRECTOR	\$1,100
ASSISTANT	\$500
STAGE AND SET ASSISTANT	\$300
<u>ALL-SCHOOL MUSICAL PRODUCTION</u>	
DIRECTOR	\$1,500
ASSISTANT	\$500
STAGE AND SET ASSISTANT	\$500
<u>BAND DIRECTOR (INCLUDING PEP BAND)</u>	\$6,800
CHOIR DIRECTOR	\$6,800
<u>DETENTION DUTY</u>	
ELEMENTARY	\$700
MIDDLE SCHOOL	\$700
<u>ELEMENTARY AREA SUPERVISORS</u>	
KINDERGARTEN	\$1,225
FIRST GRADE	\$1,225
SECOND GRADE	\$1,225
THIRD GRADE	\$1,225
FOURTH GRADE	\$1,225
FIFTH GRADE	\$1,225
FINE ARTS	\$1,225
SUPPORT STAFF	\$1,225
<u>ENVIRONMENTAL CLUB SPONSOR</u>	\$500
FFA SPONSOR	\$1,650
FRESHMAN SPONSOR	\$450
<u>HIGH SCHOOL AREA SUPERVISORS*</u>	\$14,000
ACADEMY	
CAREER TECHNICAL EDUCATION	
FINE ARTS	
LANGUAGE ARTS	
LIBRARY-MEDIA SERVICES	
MATHEMATICS	
PHYSICAL EDUCATION	
SCIENCE	
SOCIAL STUDIES	
SPECIAL EDUCATION	
<u>HIGH SCHOOL STUDENT COUNCIL</u>	
SPONSOR	\$1,400
ADDITIONAL SPONSOR	\$1,400
<u>JUNIOR SPONSOR</u>	
CHAIRPERSON	\$1,100
MONEYMAKING	\$400
PROM DECORATION	\$400
<u>MATH BOWL SPONSOR</u>	
ELEMENTARY	\$250
MIDDLE SCHOOL	\$250

<u>MIDDLE SCHOOL AREA SUPERVISORS</u>	
SIXTH GRADE	\$1,225
SEVENTH GRADE	\$1,225
EIGHTH GRADE	\$1,225
SUPPORT STAFF	\$1,225
<u>NATIONAL HONOR SOCIETY</u>	
HIGH SCHOOL	\$300
MIDDLE SCHOOL	\$200
<u>SCIENCE FAIR COORDINATOR</u>	
ELEMENTARY	\$300
SIXTH GRADE	\$100
SEVENTH GRADE	\$100
EIGHTH GRADE	\$100
<u>SENIOR SPONSOR</u>	
CHAIRPERSON	\$850
ADDITIONAL SPONSOR	\$350
ADDITIONAL SPONSOR	\$350
ADDITIONAL SPONSOR	\$350
SOPHOMORE SPONSOR	\$450
<u>SPELLING BEE COORDINATOR</u>	
ELEMENTARY	\$250
MIDDLE SCHOOL	\$250
<u>STEM SPONSOR</u>	
ELEMENTARY	\$250
MIDDLE SCHOOL	\$250
<u>TECHNICAL</u>	
DIRECTOR	\$1,000
ASSISTANT	\$350
<u>YEARBOOK</u>	
ELEMENTARY	\$1,000
HIGH SCHOOL	\$1,000
<u>TOTAL</u>	\$71,400

* The number of members in the departments on the first day of the current school year listed 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 each department.