



*2009-10 and 2010-11*

*Contract Between*

*The Board of School Trustees of the  
Greenfield-Central  
Community School Corporation  
and the*

*Greenfield-Central  
Classroom Teachers' Association*

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## **ARTICLE I**

### **RECOGNITION**

The school employer recognizes the Greenfield-Central Classroom Teachers' Association as the exclusive representative of certificated school employees in the following bargaining unit:

All full-time certificated school employees, as defined in Indiana Code, in the Greenfield-Central Community School Corporation, excluding:

1. All supervisors, including but not limited to the superintendent, assistant superintendents, business managers, principals, and assistant principals;
2. All directors that evaluate other Greenfield-Central employees, including but not limited to the director of attendance and social services, director of health services, director of operations, director and assistant directors of athletics, director and assistant directors of special education, director of transportation, director of maintenance, director of psychological services and Federal program directors;
3. All confidential employees, including deans;
4. All certificated employees who are not full-time, including visiting teachers, teachers on leaves of absence, teachers of homebound, permanent and occasional substitute teachers and volunteers;
5. All employees performing security work;
6. All head coaches who make a written evaluation and recommend assistants, including but not limited to: football, boy's and girl's basketball, wrestling, volleyball, boy's and girl's track, baseball, boy's and girl's swimming, and girl's softball;
7. Athletic Trainer.

## **ARTICLE II**

### **DEFINITIONS**

As used in this Contract:

1. "School employer" means the Board of School Trustees of the Greenfield-Central Community School Corporation and any person(s) authorized to act for said body in dealing with its employees.
2. "School Corporation" means the Greenfield-Central Community School Corporation of the County of Hancock of the State of Indiana.
3. "Certificated school employees" and "teacher(s)" mean the certificated personnel employed by the school employer in the bargaining unit as defined in Article I of this Contract.

4. "School Employee Organization" means any organization which has said certificated school employees as members and one of whose primary purposes is representing said certificated school employees in dealing with the school employer, and includes any person or persons authorized to act on behalf of such organizations.
5. "Association" means the school employee organization which has been certified or recognized as the exclusive representative of said certificated school employees, or the person or persons duly authorized to act on behalf of such representative.
6. "Strike" means concerted failure to report for duty, willful absence from one's position, stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, without the lawful approval of the school employer, or in any concerted manner interfering with the operation of the school employer for any purpose.
7. "Full-time" shall mean employment on a regular (daily) basis of not less than three and one-half (3 1/2) hours per day.
8. "Accumulated sick days" are the total of the unused sick days that a teacher has at the end of the contract year.

### **ARTICLE III**

#### **SALARY AND WAGE RELATED FRINGE BENEFITS**

##### **A. Medical Insurance**

The Greenfield-Central Community School Corporation will pay toward the cost of hospital, surgical and medical care type insurance for each full-time teacher employed under regular contract and enrolled in the school corporation's group medical insurance plan. Up to the amount specified below will be paid to the insurance company agreed upon by the school employer and the Association. (The words "teacher employed under regular contract" shall be interpreted to mean someone who is not working on a substitute basis and whose appointment has been officially approved by the school employer.)

During the health insurance policy year, the school employer will pay up to \$3,847.00 toward Employee Single Coverage and up to \$8,958.00 toward Employee/Family Coverage.

In the event that two teachers were married and enrolled in the Greenfield-Central CSC health insurance plan prior to November 2, 2010, each teacher shall be entitled to the \$8958.00 contribution toward health insurance. Greenfield-Central CSC will pay the designated sum of \$8958.00 to the health insurance premium and the remaining \$8958.00 will be paid to the remaining married employee over 26 pays as additional compensation and subject to all applicable Internal Revenue Code provisions. This provision applies only to those employees receiving the married insurance plan benefit prior to November 2, 2010.

B. Term Life Insurance

The school employer will provide term life insurance in the amount of \$50,000 per teacher. Insurance will be provided to "regularly employed" teachers who are enrolled in the school corporation's group term insurance plan. The term life policy now in force is based on the calendar year.

C. Income Protection Insurance

The school employer will provide an income protection plan of its choosing for each "regularly employed" teacher who is enrolled in the school corporation's group income protection plan. The policy is based on the calendar year.

D. Vision Insurance

Each teacher shall be covered by an individual or family vision care program paid for by the school employer that provides for eye examinations, lenses and frames every other year. The vision care benefit plan will include one (1) comprehensive vision examination every twenty-four (24) months, and a wide selection of quality frames every twenty-four (24) months.

E. Policy Limitations

A general provision for all insurance benefits includes policy limitations in accordance with the approved benefit plan. With the exclusion of the provisions provided in Section A, Article III, the selection of insurance carriers and benefit plans will be discussed with the Association prior to approval.

F. IRS Section 125

A teacher may participate in this school corporation's flexible benefits plan, with all administration fees paid by the Board. Such plan shall be solely determined and adopted by the Board under the provisions of Section 125 of the Internal Revenue Service Code. The plan will provide for the following benefits, through salary reduction agreements: The employee share of group insurance premiums; medical care reimbursement accounts; dependent care assistance accounts; and other benefits provided through the plan.

G. Dental Insurance

The amount specified below, but not to exceed the actual cost of the premium, will be paid by the Board toward the cost of dental insurance (single or family coverage) for each full-time teacher employed under regular contract and enrolled in the School Corporation's group dental insurance plan, with the teacher paying not less than one dollar (\$1.00) per year.

Maximum Board Payment Per Teacher: Up to \$400.00 per year.

## ARTICLE IV

### GRIEVANCE PROCEDURE

This Grievance Procedure, hereinafter referred to as "Procedure", stipulates the conditions under the procedures by which grievances alleged by certain certificated school employees as defined in this Contract shall be processed. If any such grievances arise, they shall be submitted to the following procedures.

#### A. Definitions

As used in this Article:

1. "Grievance" means, and shall be limited to, an alleged violation of an express article or section of this written Contract in its application or interpretation, except where such article or section is exempt from this Procedure.
2. "Superintendent" means the chief administrative officer of the school corporation, or any person(s) designated by him or her to act in his or her behalf in dealing with school employees.
3. "Grievant" means the certificated school employee directly affected by the alleged violation making the claim.
4. "Day" means school employer assigned duty day of the teacher which occurs during the term of a regular teacher's contract, provided, however, that at all other times, "day" shall mean week day.

#### B. Structure

1. Nothing herein contained shall be construed as limiting the right of any certificated school employee having a grievance to proceed independently of this Procedure.
2. The grievant may be represented by any person(s) of his or her own choosing at all levels of the Procedure, limited however to a total of four (4) representatives.
3. There shall be no additional evidence, material, allegation, or remedy submitted by the grievant or grievant's representative during the grievance process, once a formal grievance has been filed at Formal Level one, provided, however, that the Superintendent may waive the restrictions on additional evidence or material stipulated herein upon request of the grievant provided that the Superintendent determines said additional evidence or material was either not known or not available to the grievant at the time said grievance was filed at Formal Level One.

#### C. Procedure

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and school employer.

##### 1. Informal Grievance

a. Level One

Within seven (7) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to his or her principal or his or her designee by meeting with the principal/designee individually in an informal manner during non-teaching hours. The grievant may be accompanied by a representative as provided herein, provided his or her principal is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the principal/designee shall give his or her answer orally to the grievant.

b. Level Two

If the Association and Superintendent of Schools agree that a grievance affects a group or class of teachers, the Association may submit such grievances, in writing, to the Superintendent directly and the processing of such grievance shall be commenced at Level Two of the Formal Grievance Procedure as specified in Part B.

2. Formal Grievance

a. Level One

1. Within five (5) days of the oral answer, or within twelve (12) days after presentation of the grievance at the Informal Level if no oral answer has been rendered, if the grievance is not resolved, it must be filed by the grievant with the principal or his or her designee in writing, signed by the grievant, on the appropriate grievance form. The written grievance shall name the certificated school employee involved, shall state the facts giving rise to the grievance, shall identify by specific reference all express articles or sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said articles or sections, and shall indicate the specific relief requested.
2. Within seven (7) days after receiving the written grievance, the principal/designee shall communicate his or her answer in writing to the grievant.

b. Level Two

1. In the event that the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided said appeal is filed with the Superintendent within ten (10) days of receipt of the written answer at Level One or within seventeen (17) days after presentation of the grievance at Level One if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted and a copy, at the same time, shall be given to the principal involved.
2. The grievant shall submit the written claim, signed by the grievant, to the Superintendent of Schools. Within ten (10) days of receipt of the grievance the Superintendent shall meet with the parties and render a written decision to the grievant within five (5) days thereafter as to the resolution of the grievance.

#### c. Level Three

In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to the school employer provided the grievant files said written appeal with the school employer within seven (7) days of receipt of the Superintendent's written answer or, if no written decision has been rendered by the Superintendent, within fifteen (15) days after presentation of the grievance at Level Two. Within thirty (30) days from receipt of the grievance the school employer shall render its decision at a regular or special meeting of the school employer. Such decision shall be communicated to the grievant, in writing, within five (5) days after the board meeting.

#### d. Level Four

1. In the event the grievance is not resolved at Level Three, or if no written decision has been rendered within the time limit provided, the grievance may be submitted to arbitration provided that either party gives written notice to the other of such intent within ten (10) days of the school employer's decision, or if no decision has been rendered by the school employer at Level Three, within forty (40) days of submission of the grievance to the school employer, whichever is applicable.
2. With such notice of appeal to arbitration, either party may request a pre-arbitration conference to be held within fifteen (15) days of said notice unless said time is mutually extended. At said conference the parties shall exchange witness lists, documentary evidence, and attempt to resolve the issues.
3. If such a pre-arbitration conference is held, the parties agree that they would each have a continuing obligation to disclose immediately to the other party any documents or witnesses discovered after the pre-arbitration conference.
4. Nothing in this section limits the ability of either party to use rebuttal witnesses or documents at the arbitration hearing.
5. In the event the grievance is not resolved at said pre-arbitration conference, if held, either party may, by giving written notice to the other party within five (5) days of said conference, then submit the grievance to arbitration through the American Arbitration Association.
6. The selection of the arbitrator and the rules, which govern the arbitration proceeding, shall be in accord with the rules of the American Arbitration Association.
7. If requested by the school employer, the arbitrator shall first rule on the arbitrability of the grievance. With such ruling by the arbitrator that the grievance is not arbitrable, the grievance shall be deemed resolved by the school employer's answer at the previous level and abandoned.

#### D. Powers of the Arbitrator

It shall be the function of the arbitrator, and he or she shall be empowered except as his or her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the express articles or sections of this Contract:

1. The arbitrator shall have no power to add to, subtract from, supplement, disregard, alter, or modify any of the terms of this Contract.
2. The arbitrator's powers shall be limited to (1) deciding whether the school employer, the Association or the grievant has violated the express article or section of this Contract, and (2) specifying the remedy for such violation.
3. The arbitrator shall have no power to make any decision which would require the commission of an act inconsistent with or prohibited by law or which is violative of the terms of this Contract.
4. If the school employer elects to separate the arbitrability issue from the merits, the arbitrator shall first hear the arbitrability issue and shall render a decision on such before considering the merits of the grievance.
5. The decision of the arbitrator shall be advisory. Within thirty (30) days from the receipt of decision of the arbitrator, the school employer shall render its decision at a regular or special meeting of the school employer.
6. Each of the parties shall bear the expense of preparing and presenting its own case in arbitration. The costs and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear the expenses of its respective witnesses or attorneys and other costs for arbitration.

#### E. Miscellaneous

1. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
3. All necessary forms for grievance procedures set forth in this Procedure shall be provided by the Superintendent.
4. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said time limits be extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the school employer's answer at the previous level and abandoned.
5. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held during non-teaching hours unless otherwise directed by the school employer.
6. No certificated school employee shall use this Procedure to appeal any decision by the school employer or administration for which there is another remedial procedure or forum established by law or by regulation having the force of law.

7. No certificated school employee shall use this Procedure to appeal any decision by the school employer or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
8. Certificated school employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
9. The fact that the grievance has been considered by the parties in the preceding levels of this Procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Procedure.
10. If, in the judgment of the Association, a grievance affects a group or class of certificated school employees, the Association may submit such grievance, in writing, signed by such grievants, to Formal Level Two directly, and the processing of such grievance shall be commenced at said level, provided, however, that such grievance must be presented at such level within seven (7) days of the time the grievant first knew or should have known of the act or condition upon which it is based.

## **ARTICLE V**

### **REDUCTION-IN-FORCE**

The School Board of the Greenfield-Central Community School Corporation recognizes its legal authority and its discretion to reduce staff, separately or together, when the school employer determines any such reduction is necessary for reasons that may include, but not be limited to the following:

1. Budgetary or economic reasons;
2. Decrease in corporation-wide student population;
3. Decrease in student enrollment in specific grade levels, subject areas or program areas;
4. Program modifications or reductions;
5. Laws directly affecting staffing requirements.

#### **Guidelines for Reduction in Teaching Staff**

1. When the school employer or its designee prepares recommendations concerning staff reductions, it shall consider and determine the appropriateness of reducing staff following resignations, retirements, transfers and leaves of absence.
2. The school employer or its designee shall use the following factors when recommending reduction in force:
  - a. Teaching area or areas of certification.

- b. Length of continuous educational experience in the school corporation.
3. After the above procedure is used and there is still no determination as to which staff member will be released, then consideration shall be given to the following:
  - a. Total length of most recent continuous educational experience in Greenfield-Central Schools;
  - b. Total length of educational experiences;
  - c. Consistent quality of performance as determined by evaluations;
  - d. Willingness and ability to assume extra-curricular or coaching assignments.
4. Certified personnel with the least amount of most recent continuous service under a Regular Teacher Contract in this school corporation shall be laid off first, except that non-permanent employees shall be laid off before similarly certified permanent or semi-permanent employees. Service under a Regular Teacher Contract does not include service under supplemental, temporary or substitute contracts.

Service shall commence to accumulate the date the school employer approved the individual contract, or the date employment began, whichever is earlier.

An employee on leave of absence shall be eligible for dismissal as a result of a reduction in force, and likewise shall be eligible for recall.

#### Recall

1. An employee dismissed because of reduction in force will be placed on a recall list according to reversed order of release.
2. Each employee must reaffirm his or her desire to remain on the recall list by reapplying to the Superintendent every six (6) months or no later than June 30 or December 31 of each year. Failure to comply shall mean removal from the recall list. No person released by this section shall remain on the recall list for more than two years (24 months).
3. Employees on the recall list but under contract with another school system at time of recall would remain on the list if all above procedures are properly followed. Said employee would maintain position on the recall list but would not advance unless available when future recalls occur.
4. Employees on the recall list shall be placed on the substitute teacher list at their request.

## ARTICLE VI

### VACANCIES & TRANSFERS

A. All certified vacancies (as covered by this contract) whether present positions or newly created positions, including extra-curricular, shall be posted by the Superintendent or his or her designee. The Superintendent or his or her designee shall notify official applicants of the disposition of their applications.

B. In reassignment or transfer of teachers the following factors will be considered: the best interest of Greenfield-Central Schools, the desires of the teacher involved, the teachers competency and certification, seniority, instructional requirements, staff availability, and written recommendations of the building principals involved.

## ARTICLE VII

### PROFESSIONAL COMPENSATION

A. Appendix A and B

The basic salaries of employees covered by this Contract are set forth in Appendix A, which is attached to and incorporated in this Contract. Such salary schedule shall remain in effect during the term of this Contract. Extra-curricular pay schedule is set forth in Appendix B.

B. Additional Training

Teachers expecting to change salary classification due to additional training shall notify the Office of the Superintendent, in writing, not later than July 1 prior to the school year in which the salary classification change is expected. Final verification, substantiated by official transcript, shall be supplied not later than October 15 of the school year in which a change will be made, for those changes that will be made at the beginning of the school year and February 1 of the school year for which mid-year changes will be instituted.

Changes in salary lane classification will be made only at the beginning of either semester as hereinabove provided, with salary adjustment, upon substantiation of qualification, retroactive to the beginning of the same semester.

C. Professional Development Program Credits

- a. A stipend earned for any three (3) year period for approved Professional Development Program credits for a teacher with a life teaching license only shall equal the increment amount of four percent (.04) of the base salary for a bachelor's degree with no experience and will be calculated using the following increment formula:  $\frac{\{(\text{Bachelors; Level 1, } \$32,339) - (\text{Bachelors; Level 0, } \$31,094)\}}{1.03} / 4$ . The maximum stipend earned for any three (3) year period for approved Professional Development credits for teachers with life licenses will be \$1209 plus ISTRF.

- b. Teachers with life licenses who earn Professional Development credits will complete the documentation and application form to receive credit for the Professional Development credits.
- c. All other currently employed teachers may receive stipends for Professional Development credits earned prior to March 2009. The stipends they receive will be frozen at the March 2009 amount, and they will not be eligible to earn any additional Professional Development credits. The Board will pay ISTRF on these stipends.
- d. New hires for the 2009-10 school year and thereafter, with or without a life license, will not be eligible to participate in the Professional Development program. However, they will be eligible to earn compensation for college credits as provided in subsection e herein and Staff Development and Professional Service Program stipends as provided by Article VII – Section O.
- e. The Board will pay \$500 for 3 hours of credit earned up to a maximum of \$1500 over 3 years. The lifetime maximum will be 36 credits per non-life licensed employee. Earned credit is a one-time stipend not to be applied to base.

D. Substitute Teaching

A teacher will be additionally compensated for substitute teaching according to the following conditions:

- 1. The substitution occurs during the preparation period of the teacher who is substituting;
- 2. The teacher for whom the substitution is occurring must use a recognized leave day as established in Article VIII of this agreement;
- 3. Compensation shall be at an hourly rate which is determined by the maximum daily substitute teaching rate for this school corporation divided by six (6);
- 4. Compensation is calculated as time dedicated to substitute teaching times the rate established in item 3;
- 5. Substitute teaching arrangement must be approved and/or assigned by the building principal.

E. Indiana State Teachers Retirement Fund

The school employer shall pay the teacher contribution to the Indiana State Teacher's Retirement Fund on appropriate salaries earned and payable.

For comparative purposes only, the salary schedule and the extracurricular pay schedule include the I.S.T.R.F. contribution. Thus the individual teacher's contract for each affected teacher shall be written for the amount of compensation payable that is less the said three percent (3.00%). [Salary schedule amount divided by 1.03.]

#### F. General Fund Cash Balance Disbursement

In the event the corporation's 2006 ending cash balance less levy excess exceeds \$1,879,623.00, the Board will distribute the excess as follows: The difference times 60% divided by the number of teachers in the bargaining unit to be paid in February 2007.

1998 base year ending cash balance is recognized to be \$479,623.00.

Cash balance shall be considered the actual cash balance adjusted for teacher contract settlement. Inability to determine actual cash balance will be grounds for delaying distribution of excess.

#### G. Hours

The length of the basic school day of assigned duties for teachers shall not exceed six hours and forty-five minutes (6 3/4 hours) of duty time per day. In addition to said time teachers shall have at least thirty (30) minutes of time between 10:00 a.m. and 2:00 p.m. during which they shall have no assigned duties. However, said length of the basic school day for the Hancock-South Madison Joint Services personnel shall be as established by the school corporation in which the teacher is performing assigned duties.

It is agreed that the length of the basic school day of assigned duties for all teachers may be extended by the school employer to include such activities as:

1. Required faculty meetings and open house involving the entire faculty of a school -- not to exceed sixteen (16) hours per school year.
2. Duties for which extra pay is received.
3. Instructional and curricular planning, implementation and evaluation; and Performance Based Accreditation and North Central evaluation activities. It is understood that performance of these activities qualifies for application for Professional Development Credit for teachers with life licenses only.
4. Parent-teacher conferences have been scheduled during the basic school day. Likewise, those parent-teacher conferences, which could not be scheduled during the basic school day, have been scheduled during the extended day. This practice of scheduling parent-teacher conferences will continue.

#### H. School Year

The length of the school year shall be 183 teacher days. Supplemental contracts shall be calculated on 1098 annual hours.

#### I. Mileage

Reimbursement for authorized travel shall be at the rate established by the Internal Revenue Service. The effective date for the rate shall be January 1 and based on the rate established by the IRS for the preceding calendar year. Teachers are not reimbursed for professional

development opportunities and special meetings within the corporation district. Teachers assigned to more than one school within the corporation may apply for reimbursement for travel between duty stations. Reimbursement is not authorized for travel to and from home.

J. Teaching Year

A teacher who teaches not less than one hundred twenty (120) days during any given school year shall receive credit for one (1) full year of teaching.

K. Payments

Basic salaries of teachers shall be paid in twenty-six (26) equal payments, provided, however, that a teacher may request, in writing, prior to March 1st, that the balance of all money due and payable as of the close of the term of the teacher's contract be paid. With such notice, said balance will be paid to said teacher not later than the last payday in June.

L. Payroll Deductions

Upon the appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities or credit unions, provided, however, that not less than five (5) teachers in the school corporation must authorize the withholding of designated amounts from their salaries for the paying of such amounts of money, for the purposes herein stated, to the same recipient.

M. Admittance To ECA Events

A teacher living in or working in the school corporation, along with the teacher's spouse and children, will receive a pass for athletic and special events sponsored by Greenfield-Central Schools.

N. Driver Education

Teachers employed prior to 2001 to instruct Driver Education during summer school for the Greenfield-Central Community School Corporation shall be compensated at the hourly rate of \$35.00.

Teachers employed after 2001 to instruct Driver Education during summer school for the Greenfield-Central Community School Corporation shall be compensated at the hourly rate based upon verifiable driver's education experience as indicated in the table below:

0	Bachelors; Level 0
1	Bachelors; Level 1
2	Bachelors; Level 2

3	Bachelors; Level 3
4	Bachelors; Level 4
5 or more	Bachelors; Level 5

It is agreed that if in the future the State of Indiana recognizes Driver Education for full state support, the compensated amount reverts to the base contract hourly rate for the teacher.

O. Staff Development Program and Professional Service Program

Payment may be earned for approved staff development and service on a committee through claim. Committees eligible for compensation may include curriculum development, textbook adoption and school improvement planning. To be eligible for payment, the employee must participate in training offered by the Corporation or serve on a mutually agreed upon committee. Payment amounts are provided in the table below:

		I.C.D. *	O.C.D. **
Tier 1	Learner	N/A	\$20.00
Tier 2	Facilitator	\$20.00	\$40.00
Tier 3	Instructional Leader	\$40.00	\$50.00
Tier 4	Committees	N/A	\$20.00

\*I.C.D. = Inside the Contracted Day

\*\*O.C.D. = Outside the Contracted Day

**ARTICLE VIII**

**SUMMER SCHOOL**

- A. Teachers of summer school classes approved by the Department of Education and/or requiring instruction by a certified teacher shall be issued a supplemental service teacher’s contract and shall be paid for each hour of instruction at the hourly rate based upon the regular Corporation teacher’s contract for the previous school year divided by one thousand ninety-eight (1098) hours. This excludes Driver’s Education. Please see Article VII item N for Driver’s Education compensation.
- B. All known vacancies for summer school shall be posted on the Corporation’s website no later than May 15 or as soon as known for later vacancies. Teachers shall apply for the positions no later than the posted deadline.
- C. Teachers in a summer school position shall be properly certified. Preferences in filling summer school positions shall be given to teachers in the Corporation. If more than one teacher applies for the same position, then the selections shall be based upon the following criteria:
  - 1. Demonstrable need for a specific teacher in a program and/or subject;

2. Prior satisfactory teaching experience in the subject in a previous summer school assignment;
  3. Seniority;
  4. Prior Satisfactory teaching experience in the subject during the previous regular school year;
  5. In the event that two (2) or more eligible staff members are equal in criteria items one (1) through four (4) above, the Human Resources Director and the Summer School Principal shall determine which staff member receives the summer school teaching assignment.
- D. A summer school teacher shall be allowed to use available accumulated leave days, but will not earn or accumulate leave during summer employment. A leave day used during summer school will be the equivalent of one-half (1/2) day of accumulated leave for summer school assignments of four (4) or less hours per day or one (1) day for summer school assignments of four and one half (4 1/2) hours per day. Use of such days shall be limited to use at the rate of only one-half (1/2) day of accumulated leave or one (1) full day as described above for each summer school program regardless of the number of days the teacher has accumulated or earned. The sick leave bank may only be used by teachers during the regular school year.
- E. Teachers who have planned absences may not be considered for summer school employment. Due to the limited time for instruction, teachers should avoid using planned absences during summer school. Teachers must disclose planned absences as part of the application process to be considered for summer school employment.
- F. Substitute teachers will be compensated for substitute teaching according to the following guidelines:
1. G-CCSC teachers shall be paid for each hour of instruction at the hourly rate based upon the regular Corporation teacher's contract for the previous school year divided by one thousand ninety-eight (1098) hours;
  2. Any substitute teacher who is not a G-CCSC teacher shall be paid at an hourly rate which is determined by the previous school year's building substitute daily rate divided by six (6).
- G. Substitute teaching arrangement must be approved and/or assigned by the summer school principal.
- H. Summer school teachers will be evaluated by the summer school principal. An unsatisfactory evaluation may result in a teacher not being selected for future summer school programs.
- I. All G-CCSC employees must complete the Greenfield-Central Community School Corporation's Internal Application to apply for a summer school teaching position. All non-G-CCSC applicants must complete a certified application.

## ARTICLE IX

### LEAVES

#### A. Personal Leave

Each regularly employed teacher shall be entitled to four (4) days of absence without loss of pay for the transaction of personal business or the conducting of personal or civic affairs. The teacher shall submit a written statement to the Superintendent setting forth the reason and necessity, which shall be the cause of each absence under this policy.

If in any one school year the teacher shall be absent for reasons covered in the above rule for fewer than four (4) days, they shall be accumulative to a total of five (5) days. Days accumulated beyond five (5) shall be transferred to accumulated sick leave benefits.

#### B. Bereavement Leave

In case of death(s) within the immediate family the employee shall be provided with a leave of up to five (5) school days and shall receive full compensation for such leave. "Immediate family" shall be interpreted as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, and each similar relationship established by marriage, or any other person living in the same household, no matter what the degree of relationship. If more than one (1) death in the immediate family shall occur, up to five (5) full school days shall be granted for each. One (1) day leaves shall be granted for funerals in case of death(s) of other family members or that of close friend(s) without loss of compensation.

#### C. Personal Illness

Each full-time teacher employed under regular contract shall be entitled to be absent from work on account of illness or quarantine for a total of ten (10) days the first year and eight (8) days in each succeeding year without loss of compensation. If in any one school year the teacher shall be absent for such illness or quarantine less than the prescribed number of days the remaining days shall be accumulative to a total of one hundred twenty (120) days. A teacher employed under contract for only a portion of the school year shall be entitled to a proportionate number of days of sick leave, and unused days will be accumulative. A teacher employed prior to the 2002 – 2003 Contract and has previously accumulated more than one hundred twenty (120) Personal Illness days shall be allowed to maintain and use the days as specified in the Contract, but cannot accumulate any additional days until such time as the total accumulation reduces below a total of one hundred twenty (120).

If a teacher is absent for more than three (3) consecutive days due to illness, written certification of such illness by said teacher's physician shall be submitted if requested by the school employer.

In the event of personal illness a teacher may use accumulated personal leave days. In the event of illness of a spouse, parent, child, grandparent, sibling and each similar relationship established by marriage, a teacher may use accumulated leave days to a total of ten (10) days.

In the event any teacher shall have accumulated one (1) or more days of sick leave in another school corporation of this state and shall thereupon become employed in this school corporation, there shall be added for the first year and each year thereafter of such employment up to three (3) days of sick leave

until the number of accumulated days to which said teacher was entitled in the last place of employment shall have been exhausted.

#### D. Legal Leave

The school employer will only grant legal leave to a teacher subpoenaed to:

1. serve jury duty, or
2. testify in court as a witness in a case in which the teacher is not a party to the suit, or
3. testify in court in any suit arising out of the performance of the duties for, or employment with, the school corporation.

The leave shall be for the number of days mandated to perform such obligation.

Compensation for such legal leave shall be calculated as the difference between the teachers' contracted daily rate and the pay received for such mandated duty.

#### E. Pregnancy Leave

An employee who is pregnant shall be entitled upon request to a leave of absence to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her.

1. Said employee shall notify the Superintendent, in writing, of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions as certified by her physician.
2. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave days. However, sick leave shall not be used for any day the teacher is capable of performing the teacher's regular teaching duties.

#### F. Adoptive Leave

Adoptive leave shall be granted up to a period of one (1) school year. Upon initial application for the adoption, the employee shall notify the Superintendent of his or her intent. The period of leave shall commence when the child is physically turned over to the parent.

#### G. Unpaid Leave

Other leaves of absence, without pay or benefits, may be granted upon application.

#### H. Return from Leave

1. Upon return from any leave exceeding sixty (60) days, an employee may be assigned by the school employer to any available position to which he or she is qualified and certified.

2. The teacher may return to full-time employment during the period for which said leave was granted provided said teacher (1) notifies the Office of the Superintendent, in writing, at least sixty (60) days prior to the date he or she wishes to return but no later than May 1<sup>st</sup> for the next contract year, (2) furnishes a written statement from his or her physician attesting to his or her ability to resume the full performance of the duties and responsibilities to which he or she may be assigned, and (3) there is a classroom teacher position open on the staff for which he or she is qualified. In the event the teacher gives notice of his or her intention to return and furnishes the physician's statement as provided herein and no position is open, the teacher will be offered a position for which he or she is qualified no later than the beginning of the next school year.

If the teacher (1) fails to notify the Office of the Superintendent at least sixty (60) days prior to the expiration of such leave that he or she intends to return to employment but no later than May 1<sup>st</sup> for the next contract year, or (2) provides notice and fails to return to employment the first assigned duty day of the next ensuing school year from the date of termination of the leave or (3) fails to accept an offered position for which he or she is qualified, he or she shall be deemed to have resigned and the obligation of the school corporation to provide a position to him or her will cease.

I. General provisions covering leaves under this article are as follows:

1. If said teacher desires to continue his or her duty assignment prior to the commencement of said leave, such notice must include a written statement from his or her physician attesting to the teacher's ability to continue performing the full schedule of the duties and responsibilities of his or her position and assignments. The teacher will be permitted to continue on full active duty until such date, provided he or she does perform the full duties and responsibilities of his or her position and assignments and provides from time to time upon request of the school employer, additional certification from his or her physician of complete ability to continue performing the full schedule of the duties and responsibilities.

In the event that the teacher continues to teach with a condition of temporary disability, said teacher shall execute a hold harmless release to the school employer for any accident or injury, of whatever nature, which occurs to the teacher, and in case of pregnancy, to the fetus, as a result of said temporary disability or which affect said temporary disability.

2. Said teacher may elect to utilize his or her accumulated sick leave during his period of temporary physical disability provided a physician's statement and certification of physical disability is submitted to the Office of the Superintendent for any said temporary disability absence of more than ten (10) consecutive days. While on said leave, sick leave days will be paid only for the number of assigned duty days the teacher is absent which occur during the current contract term, for which a physician certifies said teacher to be physically disabled, limited to the extent of the number of sick leave days accumulated by the teacher at the time said leave commences. Additional statements of certification by a physician of the temporary physical disability of said teacher are required, except for temporary disability caused by pregnancy, for said disability, which exceeds a duration of twenty (20) consecutive days. Said additional certification shall be submitted by said teacher to the Office of the Superintendent no later than the first day of each ensuing month after said twenty (20) consecutive days absence.
3. In all cases the school employer reserves the right to require an examination by a school employer-appointed physician(s) to determine the teacher's fitness (1) to continue performing the full schedule of the duties and responsibilities of his or her position and

assignments, and/or (2) to return to employment and resume the full performance of the duties and responsibilities to which he or she may be assigned. The cost of such examination shall be borne by the school employer.

4. If said leave extends beyond the first day of May of any year, the granting of said leave by the school employer shall not prevent the school employer from serving notice to said teacher on or before May 1st that said teacher's contract will not be renewed, nor will the granting of said leave prevent the school employer from invoking, initiating, and utilizing the procedures established by law for the cancellation of any indefinite contract with a permanent teacher.
5. No leave under this provision shall be granted for a period exceeding one (1) year.
6. Notification: After determination that such leave is imminent, the teacher shall give timely notice to the Office of the Superintendent, in writing, of the anticipated date he or she wishes to commence said leave of absence and anticipated date of return.

## **ARTICLE X**

### **SICK LEAVE BANK**

- A. A voluntary sick leave bank shall be established which provides a bridge to the long-term disability plan for those who have an extended disability and a payroll protection mechanism for those with a shorter-term illness but have exhausted all paid leave benefits. A certificated school employee, as defined herein in Article I, who is absent from assigned duties due to personal illness and who has utilized all of his or her sick leave, personal leave, and all other paid leave benefits of whatever nature may petition a committee, as established herein, for sick leave days from the bank under the following conditions:

1. An annual contribution of one (1) sick leave day is required to join or retain membership in the bank: A current member will be required to donate a day only if the bank has a balance of fewer than one hundred and eighty (180) days as of August 1st immediately preceding the start of the school year. A veteran teacher who is not a current member of the bank may become a member by contributing one (1) sick leave day to the bank not earlier than August 12th nor later than September 15th of any school year, and a teacher who is newly hired in the school corporation shall have fifteen (15) days from the date of initial duty assignment, or until September 15th of any school year, whichever is later, during which time he or she may choose to participate in the bank by contributing one (1) sick leave day. Members who wish to terminate membership must notify the Office of the Superintendent prior to September 15th. Employees who terminate Sick Bank membership are required to pay back any borrowed Sick Bank days at the rate of three (3) days per year until all days are repaid.

If the balance of days in the sick bank reaches zero (0) during the school year, each member of the sick bank shall be assessed one (1) additional day to maintain membership. A sick bank member who does not have any remaining sick days to contribute to maintain membership who wants to maintain membership in the sick bank will not be dropped from

membership, but will be required to contribute the additional day at the beginning of the next school year when the member receives a new allocation of sick days.

2. Said employee may be granted days from the bank under the following conditions:

- a. He or she must have chosen to become a current member of and participate in such bank by contributing one (1) sick leave day to the bank not earlier than August 12th nor later than September 15th each year, and such day contributed shall be non-returnable to the employee.
- b. He or she must have utilized and exhausted all paid leave benefits of whatever nature, including his or her own accumulated sick leave and personal leave.
- c. He or she must provide written certification from his or her physician substantiating his or her illness, whether mental or physical, and certifying that his or her absence will continue during a period of at least ten (10) consecutive assigned duty days following the utilization and exhaustion of all said paid leave benefits as provided herein.
- d. Written application must be made no later than ten (10) days after exhaustion of said paid leave benefits, provided, however, that on the event of illness, injury, or condition that prevents the teacher from meeting the notification deadline herein stated, said deadline may be waived.
- e. He or she must have been absent for at least two (2) consecutive duty days after exhaustion of said paid leave benefits.
- f. Upon resumption of employment after using days from the bank, he or she shall repay the number of days owed to the bank (number of days borrowed minus number of days contributed) at the rate of three (3) sick leave days per year, plus he or she shall continue to contribute his or her one (1) day per year as provided hereinabove in Paragraph 2 (a).
- g. When a member leaves Greenfield-Central employment, his/her accumulated leave day balance shall revert to the Sick Bank as payment for his/her owed days.

3. A three (3) member sick leave bank committee shall be established to receive written requests and allot days from the bank according to the provisions herein, under guidelines established by the committee. The committee shall be composed of two (2) persons appointed by the Association and one (1) person appointed by the Superintendent. Days allotted by the committee to an individual employee shall be available for use beginning with the second (2nd) consecutive day of absence after exhaustion of the employee's said paid leave benefits, and the maximum number of days granted for any single request shall not exceed thirty (30) days per school year. Members may petition the Sick Bank committee for an additional thirty (30) days in the event of unusual circumstances, for a maximum of sixty (60) days. All days must be paid back prior to returning to the Sick Bank for additional requests.

4. Any days granted by the committee shall terminate effective the earliest date as hereinafter provided:

- a. The day after the last day of the employment for the school year, or

- b. The day after the last day of allotted number of days granted by the committee, or
  - c. The first day of return to employment subsequent to the granting of days by the committee.
- B. In consideration of the benefits of participating in the bank, each applicant for membership in the bank and for benefits from the bank shall, as a condition to such application, agree in writing substantially as follows:
- 1. The sick bank member specifically acknowledges and agrees that the granting of days from the sick bank shall be at the sole discretion of the sick leave bank committee and that all decisions of the committee shall be final and binding. The sick bank member further agrees to abide by such decisions and to indemnify and hold harmless the Greenfield-Central Classroom Teachers' Association, the Greenfield-Central Community School Corporation and all their agents for any loss a sick bank member may sustain as a result of any claim or legal proceeding that the sick bank member may bring with respect to any decision made concerning this application or request for days from the sick bank, including payment of all attorney fees and other costs associated with the defense of any claim brought against the Greenfield-Central Classroom Teachers' Association and/or the Greenfield-Central Community School Corporation.
- C. A sick bank member who has begun receiving benefits under the long-term disability plan will not be eligible for days under the sick bank program.
- D. When an employee donates to the sick bank, he/she agrees to the above stated rules for administration of the sick bank and agrees to abide by the rules herein stated.

## **ARTICLE XI**

### **RETIREMENT & SEVERANCE**

#### **A. General Provisions**

##### **1. Notification of Retirement**

Notification of retirement must be made to the Office of the Superintendent, in writing, by October 15 of the year prior to retirement to be effective at the end of the school year. Provided, however, that in the event a teacher fails to meet the October 15 notification date and the notification date is not waived due to ill health as herein provided, payment of any eligible retirement pay shall be made within a period not to exceed twenty four (24) months from the date of written notification. Those funds due, but not paid by December 31<sup>st</sup> of the year of retirement may include interest based on an annual interest rate earned by the Corporation during the time in question, not to exceed 2.5%.

The notification date may be waived if a teacher is forced to retire because of ill health. If a teacher who is otherwise eligible for retirement under the provisions contained herein dies, any eligible pay will be paid to the teacher's estate or designated beneficiary.

2. Vendor

The Vendor for the severance and retirement conversion benefits for the certified teachers who are duly governed by this contract shall be mutually agreed to by the Board of School Trustees of the Greenfield-Central Community School Corporation and Greenfield-Central Classroom Teachers' Association.

B. Programs

1. Group Health Insurance.

Immediately following retirement, the teacher shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of retirement and thereafter:

- a. The teacher has attained fifty-five (55) years of age and is not eligible for Medicare.
- b. The teacher was enrolled in the Corporation's group health insurance plan during the school year immediately before retirement.
- c. The teacher must have completed not less than fifteen (15) full years of continuous service as a certified employee in the Greenfield-Central Community School Corporation.
- d. At least forty-five (45) days prior to the retirement date, the teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher and spouse, if any.

It is acknowledged that the parties intend these provisions to comply with applicable deferral and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code. Therefore, this right to extend coverage shall not override any rights to continuing health care coverage as required by COBRA.

2. 401(a) – Account "A"

- a. The Board will contribute the following percentages of the individual employee's regularly scheduled base salary to this 401a plan:
  - 1) For those employees currently participating in the retirement severance buyout 2 ½% .
  - 2) For those employees not participating in the retirement severance buyout 3%.
- b. The employer shall deposit employer contributions for each employee into an individual account agreed upon by the school employer and the Association. Such deposits will be made on a monthly basis.
- c. The group chosen by the Association and the school employer, or its agents shall be the sole administrator of employer contributions to the program.
- d. School employees will continue to have the option to invest their dollars in tax-deferred annuities.

- e. Vesting Requirements: once contributions are made by the employer on behalf of the employee, all assets of the accounts remain the property of Greenfield-Central Community School Corporation until the employee has completed five (5) years of continuous service with the corporation.
- f. Once contributions are made by the employer on behalf of the employee and the employee has become vested in the plan according to “e.” above in this section, all assets of the accounts become the property of the employee and, in the event of death, his/her designated beneficiaries or lacking same, estate.

3. 401(a) – Account “B”

- a. The Board will contribute .5% of the individual employee’s regularly scheduled base salary to all employees currently participating in the retirement /severance buyout.
- b. The employer shall deposit employer contributions for each employee into an individual account agreed upon by the school employer and the Association. Such deposits will be made on a monthly basis or as shown in the schedule above.
- c. The group chosen by the Association and the school employer, or its agents shall be the sole administrator of employer contributions to the program.
- d. School employees will continue to have the option to invest their dollars in tax-deferred annuities.
- e. Vesting Requirements: once contributions are made by the employer on behalf of the employee, all assets of the accounts remain the property of Greenfield-Central Community School Corporation until the employee has vested ten (10) years of continuous service with the corporation and reached the age of fifty-five (55).
- f. Once contributions are made by the employer on behalf of the employee and the employee has become vested in the plan according to “e.” above in this section, all assets of the accounts become the property of the employee and, in the event of death, his/her designated beneficiaries or lacking same, estate.
- g. Distribution of the forfeited funds by those not meeting the vesting requirements will occur by December of each year and shall be distributed in the same manner as the original buyout.
- h. Teachers employed by the School Corporation whose spouse is also a teacher for the School Corporation shall have their conversion calculation for the Medicare Bridge calculated as if one member has a family plan and the other members has a single plan. Those teachers shall determine which member shall be designated for each plan.

4. 501(c)(9)

- a. The Board will contribute the following percentage of the individual employee’s regularly scheduled base salary to this 501(c)(9) plan: Employer contribution of 1.00% for the 2005-2006 school year and thereafter.

- b. The employer shall deposit employer contributions for each employee into an individual account agreed upon by the school employer and the Association.
- c. The group chosen by the Association and the school employer, or its agents shall be the sole administrator of employer contributions to the program.
- d. School employees will continue to have the option to invest their dollars in tax-deferred annuities.
- e. Vesting Requirements: once contributions are made by the employer on behalf of the employee, all assets of the accounts remain the property of Greenfield-Central Community School Corporation until the employee has fifteen (15) years of continuous service with the corporation and reached the age of fifty-five (55).
- f. Once contributions are made by the employer on behalf of the employee and the employee has become vested in the plan according to “e.” above in this section, all assets of the accounts become the property of the employee and, in the event of death, his/her designated beneficiaries or lacking same, estate.
- g. Distribution of the forfeited funds by those participating in the retirement/ severance buyout and not meeting the vesting requirements will occur by December of each year and shall be distributed in the same manner as the original buyout. Forfeiture funds for those not participating in the retirement severance buyout shall remain with the Board.

## 5. Severance Compensation

- a. Limited severance compensation shall be paid in one lump sum by December 31st of the year of retirement to the employee as agreed and determined by the Severance Compensation chart in the custody of the Corporation Treasurer with one copy provided to the CTA.

## **ARTICLE XII**

### **DUES DEDUCTION**

The school employer shall, on receipt of the written authorization of a certificated school employee, deduct on a continuing basis from the pay of such employee any dues designated or certified by the appropriate officer of the Association and shall remit such dues to such Association not less frequently than monthly.

Authorized deductions by a certificated school employee shall be prorated in twenty (20) consecutive paychecks beginning no later than the seventh (7th) paycheck in the school year.

The Association shall indemnify and save the school employer and the school corporation harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the Association for the purpose of payroll deduction of dues. Such authorization cards or lists shall be presented to the

school treasurer, in writing, after August 1, and two weeks before the start of deductions. New authorization cards shall also be presented to the school treasurer on or before the day of the sixth (6th) paycheck for the school year. Failure to meet the deadlines of authorization as described above shall result in forfeiture of payroll deduction of dues privilege for additional members for a period of one (1) year.

### **ARTICLE XIII**

#### **NO STRIKE PROVISION**

- A. No certificated school employee, school employee organization, or any affiliate, including but not limited to state or national affiliates thereof, shall take part in or assist in a strike against the school employer or the school corporation.
- B. The school employer or the school corporation may, in an action at law, suit in equity, or other proper proceeding, take action against any school employee organization, any affiliate thereof, or any person aiding or abetting in a strike, for redress of such unlawful act.
- C. Where any exclusive representative engages in a strike, or aids or abets therein, it shall lose its dues deduction privilege for a period of one (1) year.
- D. The school corporation shall not pay salary, wage, and salary or wage related fringe benefits to or on behalf of any certificated school employee for any day when the certificated school employee fails as a result of a strike to report for work as required by the school year calendar.

### **ARTICLE XIV**

#### **JOB-SHARING**

- A. The phrase "job-sharing" shall mean two (2) teachers sharing one (1) full-time teaching and/or extra-curricular position on a pro-rated basis. A job-sharing team shall be composed of two (2) teachers who agree to work together to share one (1) full-time position on a pro-rated basis.
- B. A member of a job-sharing team shall be entitled to all rights of a full-time bargaining unit member, provided, however, that (1) the Board shall pay such teacher who shares an extra-curricular position the stipend amount multiplied by the percentage of extra-curricular duty assignment worked by that teacher, and (2) the Board shall pay such teacher who shares a teaching position his or her base contract rate of pay multiplied by the percentage of teaching assignment worked by that teacher, and (3) subject to the terms and conditions of the School Corporation's contracts with the insurance carriers, the Board, on behalf of the teacher, shall pay Board contributions toward group insurance programs in the amounts specified in Article III of this Contract multiplied by the percentage of teaching assignment worked by that teacher.
- C. A member of a job-sharing team shall receive leave days in the amounts specified in this Contract multiplied by the percentage of teaching assignment worked by that teacher rounded down to the nearest half (1/2) day.
- D. Either a principal may initiate a proposal or two (2) teachers wishing to work together as a job-sharing team must develop a proposal setting forth their plan for sharing one (1) full-time position for the school year. Each member of the job-sharing team shall have full responsibility for the

development and implementation of the plan. This plan shall cover such issues as teaching duties, preparation time, attendance at faculty meetings, parent-teacher conferences, in-service sessions, and non-classroom duties of the position. The plan must have the approval of the principal and Superintendent.

E. If a member of a job-sharing team elects to return to full-time teaching, the members of the job-sharing team involved shall attempt to agree as to which one of them will fill the position which had been shared. If they are unable to agree, selection of the teacher to fill the position will be made in accordance with Article V or Article VI of this Contract.

F. In the event that one (1) member of a job-sharing team becomes unavailable to fulfill the job-sharing plans, the job-sharing team plan will not be in force. A new plan would have to be submitted as outlined above.

G. Each plan must be approved by the principal and Superintendent for the subsequent school year.

## **ARTICLE XV**

### **TERM AND GENERAL PROVISIONS**

#### **A. Term**

This Contract shall be effective as of December 1, 2010, and shall continue in effect through School Years 2009-10 and 2010-11.

#### **B. Entire Agreement**

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

#### **C. Severability**

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

#### **D. Waiver**

The parties acknowledge that during the bargaining which resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the school employer and the Association, for the life of this Contract, each agrees

that the other shall not be obligated to bargain collectively with respect to any subjects or matters, whether contained herein or not, unless the parties agree, by supplemental written agreement hereto, to conduct additional bargaining on said subjects or matters.

E. Use of Facilities

The Association may use the plant facilities of the school corporation upon written request and written approval of the principal, provided such use, as determined by the school employer, does not interfere with the School Corporation's educational program.

F. Use of Bulletin Boards

The Association may use school bulletin board space.

G. Use of Intramail

The Association may use school Intramail facilities.

H. Association Days

Greenfield-Central will offer two days annually for the CTA president or designee (for a total of two days maximum for CTA) to participate in legislative efforts to promote G-C educational concerns.

I. Evaluation

Evaluation of the performance of a teacher in the accomplishment of his or her duties is solely the responsibility of the school employer through its principal or principal's designee who shall not be a member of the bargaining unit.

J. Employee Rights

Certificated school employees shall have the right to form, join or assist employee organizations, to participate in collective bargaining with the school employer through representatives of their own choosing and to engage in other activities, individually or in concert for the purpose of establishing, maintaining, or improving salaries, wages, hours, salary and wage related fringe benefits and other matters as defined in Indiana Code.

K. School Employer Rights

The determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the school employer of this school corporation, which is a legally constituted body for that purpose.

The school employer, on its own behalf and on behalf of the citizens of this school corporation, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties, and responsibilities to manage and direct the operations and activities of this school corporation to the full extent conferred upon and vested in it by the laws and constitution of the State of Indiana, and of the United States, including, but not limited to the rights of the school employer as are provided in Indiana Code and in other laws.

L. Limitations

The school employer construes and the Association recognizes the specific provisions of this Contract as constituting limitations and being the only limitations upon the school employer's right and authority to manage the school corporation.

M. Attest

This Contract is made and entered into at Greenfield, Indiana, on this \_\_\_ day of December, 2010 by and between the Board of School Trustees of the Greenfield-Central Community School Corporation, County of Hancock, State of Indiana, party of the first part, heretofore referred to as the "School Employer", and the Greenfield-Central Classroom Teachers' Association, party of the second part, heretofore referred to as the "Association".

This Contrast is so attested by the parties whose signatures appear below:

Board of School Trustees of the  
Greenfield-Central Community  
School Corporation

Dr. Michael Summers  
Board President

Dr. Linda Gellert  
Chief Negotiator of the School  
Employer's Negotiating Team

Greenfield-Central Classroom  
Teachers' Association

Mr. Jeff Sincroft  
CTA President

Mr. David Hines  
Chief Negotiator of the  
Association



# Appendix A

## Greenfield-Central Community School Corporation

Professional development rate is \$1209 where applicable

### 2010-11 Payscale

Experience	Bachelors		Masters		Masters-15		Masters-30		Occupational	
0	\$31,903	\$30,974	\$35,414	\$34,383	\$35,640	\$34,602	\$35,864	\$34,820	\$23,929	\$23,233
1	\$33,180	\$32,214	\$36,690	\$35,622	\$36,915	\$35,840	\$37,140	\$36,059	\$25,204	\$24,470
2	\$34,457	\$33,454	\$37,967	\$36,862	\$38,191	\$37,079	\$38,417	\$37,299	\$26,483	\$25,712
3	\$35,732	\$34,692	\$39,242	\$38,100	\$39,468	\$38,319	\$39,692	\$38,536	\$27,758	\$26,950
4	\$37,008	\$35,931	\$40,518	\$39,338	\$40,743	\$39,557	\$40,969	\$39,776	\$29,032	\$28,187
5	\$38,285	\$37,170	\$41,792	\$40,575	\$42,018	\$40,795	\$42,244	\$41,014	\$30,310	\$29,428
6	\$39,561	\$38,409	\$43,070	\$41,816	\$43,296	\$42,035	\$43,520	\$42,253	\$31,585	\$30,666
7	\$40,837	\$39,648	\$44,345	\$43,054	\$44,571	\$43,273	\$44,797	\$43,493	\$32,860	\$31,903
8	\$42,114	\$40,888	\$45,621	\$44,293	\$45,846	\$44,511	\$46,072	\$44,731	\$34,138	\$33,144
9	\$43,389	\$42,126	\$46,898	\$45,533	\$47,123	\$45,751	\$47,348	\$45,969	\$35,414	\$34,383
10	\$44,664	\$43,364	\$48,173	\$46,770	\$48,398	\$46,989	\$48,624	\$47,208	\$36,690	\$35,622
11	\$44,664	\$43,364	\$49,449	\$48,009	\$49,674	\$48,228	\$49,900	\$48,447	\$36,690	\$35,622
12	\$44,664	\$43,364	\$50,726	\$49,249	\$50,952	\$49,468	\$51,177	\$49,687	\$36,690	\$35,622
13	\$44,664	\$43,364	\$52,002	\$50,488	\$52,228	\$50,707	\$52,453	\$50,926	\$36,690	\$35,622
14	\$44,664	\$43,364	\$53,279	\$51,728	\$53,503	\$51,945	\$53,728	\$52,164	\$36,690	\$35,622
15	\$45,941	\$44,603	\$54,555	\$52,967	\$54,780	\$53,185	\$55,005	\$53,403	\$37,967	\$36,862
16	\$45,941	\$44,603	\$55,830	\$54,204	\$56,056	\$54,424	\$56,281	\$54,642	\$37,967	\$36,862
17	\$45,941	\$44,603	\$57,106	\$55,443	\$57,331	\$55,662	\$57,557	\$55,881	\$37,967	\$36,862
18	\$45,941	\$44,603	\$58,382	\$56,682	\$58,610	\$56,903	\$58,834	\$57,121	\$37,967	\$36,862
19	\$45,941	\$44,603	\$59,659	\$57,922	\$59,884	\$58,140	\$60,110	\$58,360	\$37,967	\$36,862
20	\$47,217	\$45,842	\$60,935	\$59,161	\$61,159	\$59,378	\$61,386	\$59,599	\$39,242	\$38,100
21	\$47,217	\$45,842	\$62,211	\$60,400	\$62,437	\$60,619	\$62,662	\$60,837	\$39,242	\$38,100
22	\$48,492	\$47,080	\$63,805	\$61,947	\$64,030	\$62,166	\$64,256	\$62,385	\$40,518	\$39,338

Board approved December 1, 2010

## Appendix B

### 2010 – 2011 Extra Curricular Pay Schedule

#### Greenfield-Central Community School Corporation

Teachers' assigned extra-curricular duties shall be paid an addition to their basic salary amount for designated additional services. Teachers assigned to the extra-curricular duties, as determined by the school employer and provided herein, shall be paid in addition to their basic salary the amount(s) stipulated herein. The stipend includes pay for services rendered before school starts, during vacation periods, and after school closes according to the assignment of the school employer.

A teacher's appointment to an extra-curricular duty assignment(s) shall be on a year-to-year basis.

Assignment	*Pay	
Band and Chorus		
Assistant High School Band Director	\$2,507.08	\$2,434.06
High School Corps Director	\$2,176.54	\$2,113.14
Middle School Band Director	\$1,103.58	\$1,071.44
High School Choral Director	\$2,507.08	\$2,434.06
Middle School Choral Director	\$1,103.58	\$1,071.44
Baseball		
Varsity Assistant	\$2,526.09	\$2,452.52
Jr. Varsity	\$1,974.83	\$1,917.31
9th Grade	\$1,500.66	\$1,456.96
Basketball (Boys or Girls)		
Varsity Assistant	\$4,387.92	\$4,260.12
Jr. Varsity	\$3,696.20	\$3,588.55
9th Grade	\$3,007.66	\$2,920.05
8th Grade	\$2,244.12	\$2,178.76
7th Grade	\$2,125.85	\$2,063.93
6th Grade	\$1,509.11	\$1,465.16
5th Grade	\$735.02	\$713.61
4th Grade	\$735.02	\$713.61
Elementary Director	\$1,929.42	\$1,873.22
Cross Country (Boys or girls)		
High School Varsity Assistant	\$1,253.54	\$1,217.03
Middle School	\$1,180.68	\$1,146.29
Middle School Team Leader		
5 teachers or less	\$784.65	\$761.80
6 or more teachers	\$1,003.26	\$974.04

### High School Support

Department Chairperson	\$507.56	\$492.78
Curriculum Coordinator	\$507.56	\$492.78
Principal's Cabinet	\$507.56	\$492.78

### Extra-Curricular

Academic Coach (elementary, middle school)	\$784.65	\$761.80
Academic Coordinator (high school)	\$582.95	\$565.96
Assistant Coordinator	\$349.56	\$339.38
Spell Bowl Coach	\$349.56	\$339.38
Brain Game Coach	\$466.77	\$453.18
Subject Area Specialists (Eng., Soc. St., Sci. & Math)	\$582.95	\$565.96
Subject Area Specialists (Art & Music)	\$349.56	\$339.38
Art Club Sponsor	\$784.65	\$761.80
Builder's Club Sponsor	\$784.65	\$761.80
Business Professionals of America Sponsor	\$784.65	\$761.80
Cheerleader Sponsor - High School Varsity	\$1,478.48	\$1,435.42
Cheerleader Sponsor - High School Junior Varsity	\$1,182.79	\$1,148.34
Cheerleader Sponsor - High School Freshmen	\$887.09	\$861.26
Cheerleader Sponsor - Middle School	\$784.65	\$761.80
Chess Club Sponsor	\$784.65	\$761.80
Cougar Connection	\$784.65	\$761.80
Dramatics - High School	\$1,826.98	\$1,773.77
Dramatics - Middle School	\$784.65	\$761.80
Dramatics Tech Director	\$784.65	\$761.80
Freshman Class Sponsor	\$784.65	\$761.80
French Club Sponsor	\$1,044.44	\$1,014.02
Future Farmers of America	\$1,044.44	\$1,014.02
Future Homemakers Sponsor	\$784.65	\$761.80
German Club Sponsor	\$784.65	\$761.80
Journalism - High School	\$784.65	\$761.80
Junior Class Sponsor	\$784.65	\$761.80
Key Club Sponsor	\$784.65	\$761.80
Athletic Leadership Council Sponsor	\$784.65	\$761.80
Math Club Sponsor	\$784.65	\$761.80
National Art Honor Society	\$784.65	\$761.80
National Honor Society Sponsor	\$784.65	\$761.80
Newspaper -Middle School	\$784.65	\$761.80
Partners in Education Sponsor	\$784.65	\$761.80
Planetarium Coordinator	\$3,124.88	\$3,033.86
POMS Sponsor	\$784.65	\$761.80
Problem Solving 7, 8, 9, 10 Coach	\$784.65	\$761.80
SADD Sponsor	\$784.65	\$761.80
Senior Class Sponsor	\$784.65	\$761.80
Sophomore Class Sponsor	\$784.65	\$761.80
Spanish Club Sponsor	\$784.65	\$761.80
Speech & Forensic Team Coach	\$784.65	\$761.80
Student Council - High School	\$784.65	\$761.80
Student Council - Middle or Elementary School	\$784.65	\$761.80
Sunshine Society Sponsor	\$784.65	\$761.80
Tech Club Sponsor	\$784.65	\$761.80
Telecommunications Manager	\$1,035.25	\$1,005.09
Television/Radio Specialist	\$9,317.25	\$9,045.87
	\$1,826.98	\$1,773.77

Yearbook - High School		
Yearbook - Middle School or Elementary School	\$784.65	\$761.80
Building Webmaster	\$32.05	\$31.12
Student Management Software Specialist	\$32.05	\$31.12
Technology Project Specialist	\$32.05	\$31.12
Football		
Varsity Assistant	\$4,387.92	\$4,260.12
Jr. Varsity	\$3,387.84	\$3,289.16
9th Grade	\$3,007.66	\$2,920.05
9th Grade Assistant	\$2,387.75	\$2,318.20
Middle School	\$2,244.12	\$2,178.76
Middle School Assistant	\$2,039.25	\$1,979.85
Golf		
High School Boys	\$3,025.61	\$2,937.49
High School Girls	\$3,025.61	\$2,937.49
Middle School	\$1,180.68	\$1,146.29
Gym (Summer)		
AAUBB Girls	\$1,103.58	\$1,071.44
AAUBB Boys	\$1,103.58	\$1,071.44
Open Gym - Girls	\$1,495.38	\$1,451.82
Open Gym - Boys	\$1,495.38	\$1,451.82
Open Gym - Supervisor	\$1,495.38	\$1,451.82
Intramurals	\$784.65	\$761.80
Soccer (Boys or Girls)		
Varsity Assistant	\$1,705.54	\$1,655.86
Jr. Varsity	\$1,421.46	\$1,380.05
9th Grade	\$1,137.37	\$1,104.24
Softball		
Varsity Assistant	\$2,526.09	\$2,452.52
Jr. Varsity	\$1,974.83	\$1,917.31
9th Grade	\$1,500.66	\$1,456.96
Swimming (Boys or Girls)		
High School Assistant	\$2,194.49	\$2,130.58
Middle School	\$1,534.46	\$1,489.76
Middle School Assistant	\$1,126.81	\$1,093.99
Tennis (Boys or Girls)		
High School	\$2,507.08	\$2,434.06
Track (Boys or Girls)		
High School Assistant	\$2,265.25	\$2,199.27
Middle School	\$1,458.42	\$1,415.94
Middle School Assistant	\$946.23	\$918.67

Volleyball		
Varsity Assistant	\$2,369.80	\$2,300.78
Jr. Varsity	\$1,974.83	\$1,917.31
9th Grade	\$1,722.43	\$1,672.27
8th Grade	\$1,240.87	\$1,204.72
7th Grade	\$1,240.87	\$1,204.72

Weight Training	\$2,715.12	\$2,636.04
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Wrestling		
Varsity Assistant	\$3,034.05	\$2,945.69
Jr. Varsity	\$2,528.20	\$2,454.57
9th Grade	\$2,134.30	\$2,072.13
Middle School	\$1,534.46	\$1,489.76
Elementary School	\$481.57	\$467.53

Tuesday School, Friday School, Saturday School - Paid at hourly rate of BS/0

Compensation for Tasks	\$24.05	\$23.35
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All teachers assigned by the administration to perform the extra-curricular duties of ticket handling

Stipend – High School

Football	\$25.22	\$24.49
Basketball	\$25.22	\$24.49
Wrestling	\$18.20	\$17.68
Swimming	\$18.20	\$17.68
Volleyball	\$25.22	\$24.49
Soccer	\$18.20	\$17.68

Stipend – Middle School

Football	\$25.22	\$24.49
Basketball	\$25.22	\$24.49
Wrestling	\$18.20	\$17.68
Swimming	\$18.20	\$17.68
Volleyball	\$25.22	\$24.49
Soccer		

Stipend – Elementary

All	\$10.56	\$10.25
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\* Includes 3%

\*\* Hours must be approved by administration in advance

## Appendix C

<u>Table SSB</u>		<b>Social Security Bridge Base Calculation Amount</b>				
<u>Retirement</u>	<u>Retirement Age</u>					
Year	55 - 60	61	62	63	64	65
2004	\$7,574.56	N/A	N/A	N/A	N/A	N/A
2005	\$5,878.55	\$4,840.56	N/A	N/A	N/A	N/A
2006	\$4,056.06	\$3,349.15	\$2,589.22	N/A	N/A	N/A
2007	\$2,212.26	\$1,805.53	\$1,398.80	\$961.57	N/A	N/A
2008	\$160.00	\$129.35	\$98.70	\$68.04	\$35.09	N/A
2009	N/A	N/A	N/A	N/A	N/A	N/A

Individual Determination: Amount Due = Amount from Table SSB - Amount Paid in Severance Buy

<u>Table MBF</u>		<b>Medicare Bridge Base Calculation Amount - Family Plan</b>			
<u>Retirement</u>	<u>Retirement Age</u>				
Year	55	56	57	58	59
2004	\$20,455.44	\$15,725.32	\$10,687.74	\$5,448.65	N/A
2005	\$20,226.16	\$15,607.07	\$10,687.74	\$5,448.65	N/A
2006	\$19,879.27	\$15,368.61	\$10,564.75	\$5,448.65	N/A
2007	\$19,837.31	\$15,368.61	\$10,564.75	\$5,448.65	N/A
2008	\$19,751.05	\$15,323.92	\$10,564.75	\$5,448.65	N/A
2009	\$19,618.00	\$15,232.06	\$10,517.16	\$5,448.65	N/A
2010	\$19,618.00	\$15,232.06	\$10,517.16	\$5,448.65	N/A
2011	\$19,618.00	\$15,232.06	\$10,517.16	\$5,448.65	N/A
2012	N/A	\$15,232.06	\$10,517.16	\$5,448.65	N/A
2013	N/A	N/A	\$10,517.16	\$5,448.65	N/A
2014	N/A	N/A	N/A	\$5,448.65	N/A
2015	N/A	N/A	N/A	N/A	N/A

<u>Table MBS</u>		<b>Medicare Bridge Base Calculation Amount - Single Plan</b>			
<u>Retirement</u>	<u>Retirement Age</u>				
Year	55	56	57	58	59
2004	\$9,360.97	\$7,196.33	\$4,891.00	\$2,493.45	N/A
2005	\$9,256.04	\$7,142.22	\$4,891.00	\$2,493.45	N/A
2006	\$9,097.29	\$7,033.09	\$4,834.72	\$2,493.45	N/A
2007	\$9,078.09	\$7,033.09	\$4,834.72	\$2,493.45	N/A
2008	\$9,038.62	\$7,012.64	\$4,834.72	\$2,493.45	N/A
2009	\$8,977.73	\$6,970.60	\$4,812.94	\$2,493.45	N/A
2010	\$9,097.29	\$7,033.09	\$4,834.72	\$2,493.45	N/A
2011	\$9,097.29	\$7,033.09	\$4,834.72	\$2,493.45	N/A
2012	N/A	\$7,033.09	\$4,834.72	\$2,493.45	N/A
2013	N/A	N/A	\$4,834.72	\$2,493.45	N/A
2014	N/A	N/A	N/A	\$2,493.45	N/A
2015	N/A	N/A	N/A	N/A	N/A

Individual Determination: Amount Due = Amount from Table MBF or MBS

## Appendix D

### Greenfield-Central Community School Corporation Mortality and Turn-Over Annual Reinvestment Funds

Calculation for each participant's share of forfeited funds of the 401(a)s and/or the 501(c)9:

Whereas:

IPS = Individual Participant's Share of Available Funds  
 F = Funds Available to all Participants  
 P = Total Number of Participants  
 Y = Participant's Years of Service to G-CCSC = Total  
 A = Average Years of Service to G-CCSC of all Participants

Then:

IPS =  $(F/P) * (Y/A)$

Example:

Funds Available: \$2,250.00 (F)  
 # of Participants: 10 (P)  
 Unweighted Average Payment per Participant: \$225.00 (F/P)

Participant	Participant's Corporate Years of Service (Y)	Participant's Corporate Years of Service (Y) Multiple	Participant's Weighted Average Payment
1	0 (0/22.5000=)	0.0000	\$0.00
2	5 (5/22.5000=)	0.2222	\$50.00
3	10 (10/22.5000=)	0.4444	\$100.00
4	15 (15/22.5000=)	0.6667	\$150.00
5	20 (20/22.5000=)	0.8889	\$200.00
6	25 (25/22.5000=)	1.1111	\$250.00
7	30 (30/22.5000=)	1.3333	\$300.00
8	35 (35/22.5000=)	1.5556	\$350.00
9	40 (40/22.5000=)	1.7778	\$400.00
10	45 (45/22.5000=)	2.0000	\$450.00
<b>Total Average</b>	10(p) 22.5000 (A)	225 1.0000	\$2,250.00 225.0000