

## PETE GAILEY PLAN POLICY and BY-LAWS

Up-dated 8/2/2010

### A. MEMBERSHIP

1. Limited to dues paying members of the O.A.E.T.A. membership.
  - a. Includes lifetime membership who may not pay all of the dues.
2. Eligibility
  - a. All Agricultural Education teachers under contract.
  - b. State Agricultural Education supervisory staff.
  - c. Teacher Education staff (full time college).
  - d. Agricultural Business Management instructors.
  - e. Former Agricultural Education teachers who have been under the \$30 - \$40 plan, but are continuing their education in Ag. Ed.
  - f. Special program instructors who are supervised by the Ag. Ed. supervisory staff.

### B. COMMITTEE

1. Two members elected from each supervisory district and one member from the technology centers (A.B.M.).
2. Members shall serve a two year term.
3. Chairman and Secretary will be elected each year at summer conference.
4. A program specialist will serve as the advisor.

### C. BENEFITS

1. \$40.00 for teachers.
2. \$30.00 for spouses.
3. Death benefit paid in a timely manner.
4. If a member separates due to a specific illness and the illness claims their life within one year of the separation of service, then the PETE GAILEY PLAN will extend benefits to that members beneficiaries (in honor of Jerry Dennis).

### D. REGULATIONS

1. To be eligible for the Pete Gailey Plan, your professional dues should be paid by C.O.L.T. Conference for the 1<sup>st</sup> semester hires; and State Degree check for the 2<sup>nd</sup> semester hires.
  - a. New hires are covered by the plan when they sign a contract; however, they are responsible for any death that occurs from the date of hire.
  - b. All new hires and returning teachers must pay enrollment fee to be current and all obligations paid by C.O.L.T. Conference for 1<sup>st</sup> semester hires and State Degree check for 2<sup>nd</sup> semester hires.
  - c. Teachers that are not married will be given the opportunity to join the \$30 plan for spouses' immediately after marriage or until after the next summer conference.
2. Contracts will be kept on file in the state office.
3. The PETE GAILEY PLAN is a prepaid plan.
4. If a member leaves the profession their contribution will remain in the plan.

- a. Surplus funds left by departing members may eventually grow to a balance large enough to cover a death benefit, thus not requiring a collection from the membership.
- b. Extra money may be used as the membership deems fit and proper.
5. If a member returns to the profession they will need to pay a \$40 enrollment fee.
6. Any person returning to the profession is eligible for membership providing they were in good standing with the 40-30 plan when they left the profession.
7. Members on contract when a death occurs, you are responsible to pay the death benefit to remain in good standing with the Pete Gailey Plan even if you leave the profession.
8. Any person eligible for membership could become a member by paying all claims from the time they came under contract providing they were a member in good standing when they left the profession.
9. Funds will be in-trusted to the O.A.E.T.A. board to be deposited into a separate account.
10. District Program Specialist and a Division secretary will handle the book keeping
11. Any member who is married to another member shall not be allowed to join the spouse plan.
12. In the event of a death members will replenish the plan within 30 days.
13. If multiple deaths occur, the escrowed account could be split and the members would pay the remaining obligation under the by-laws of the plan.
14. State staff should notify the PETE GAILEY chairman of delinquent payments 30 days from the death notification.
  - a. A certified letter will be sent to delinquent members outlining  
They are immediately ineligible until payment is made.
  - b. If payment is not made within 30 days of receipt of the certified letter said member will be permanently removed from the Pete Gailey Plan.
15. A mandatory update will be required every five years.