

**AGREEMENT**

**BETWEEN**

**THE  
LAKE CENTRAL BOARD OF SCHOOL TRUSTEES**

**AND**

**THE  
LAKE CENTRAL TEACHERS' ASSOCIATION**

**September 1, 2012 through August 31, 2013**

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## **Article I: Agreement**

### **A. Agreement**

This Agreement is made and entered into at St. John, Indiana on the 1<sup>st</sup> day of September 2012, by and between the Board of School Trustees of the Lake Central School Corporation (the Board) and the Lake Central Teachers' Association, an affiliate of the Indiana State Teachers' Association and the National Education Association (the Association).

### **B. Term**

This Agreement shall be effective as of September 1, 2012, and shall continue in effect through August 31, 2013.

### **C. Presentation of Agreement**

This agreement shall be distributed in electronic form to each certified staff member, administrator and school board member via the corporation email system.

### **D. Recognition**

The Board recognizes the Association as the exclusive representative of the following bargaining unit:

*All certificated personnel whether under contract, on a Teacher's Temporary Contract, or on leave shall be part of the bargaining unit. Such representation shall exclude Superintendent, Assistant Superintendents, Directors of Instructional Services, Principals, Assistant Principals, Athletic Director, Head Football Coach, Head Boys' Basketball Coach, and Department Chairpersons.*

### **E. Definitions**

1. The term "teacher" when used hereinafter in the Agreement shall refer to a member of the bargaining unit as defined above, and references in which the masculine pronoun is used shall comprise male and female teachers.
2. The term "Superintendent" when used hereinafter in the Agreement shall refer to the Superintendent of the Lake Central School Corporation or his/her designee.

3. The term "hourly rate" when used hereinafter in the Agreement shall be computed in the following manner:

*Teacher's Regular Salary divided by (Number of Regular Contract Days) = Daily Rate*

*Daily Rate divided by 6 = Hourly Rate*

4. The term "insurance" when used hereinafter in the Agreement shall refer to the Lake Central group insurance.

## Article II: Association Rights

- A. It is agreed that every teacher has the right to organize freely, join and support the Association. The employer will not discourage, deprive or coerce any teacher in the enjoyment of the rights conferred in this Agreement, nor will they discriminate against any teacher for his participation in Association activities.
- B. The rights and privileges of the teachers' organization and its representatives as set forth in this Article shall be granted only to the Association as the exclusive representative of the teachers.
- C. The Association may post notices of activities and matters of concern to the Association on the teachers' bulletin board.
- D. Members of the bargaining unit, as defined in the Agreement between the Board of School Trustees of Lake Central School Corporation and the Lake Central Teachers' Association, as amended from time to time, may have deducted from their regular pay dues or fees payable to the Lake Central Teachers' Association provided they deliver a written voluntary authorization within ten days of its execution to the LCTA Building representative who shall collect the appropriate forms and turn them in to the payroll Department. The School Corporation will deduct such amounts as are directed in the authorization commencing with the next regular payroll cycle after receipt. Amounts so deducted will be remitted to the Lake Central Teachers' Association by check each payday. Any such authorization may be revoked at any time by the employee by delivery of a written revocation to the payroll Department located at Central Office. In such event, the School Corporation will discontinue the deduction commencing with the next regular payroll cycle after receipt of the revocation.
- E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, group insurance, or political contributions as a part of dues deductions.
- F. The Association shall be provided with time during the opening day of school orientation workshop, provided that a corporation wide meeting is held.
- G. When the Association and Board (including their agents) mutually agree to schedule meetings, conferences, or hearings during the regular work day, teachers who are Association witnesses, parties in interest, representatives, or participants shall not be subject to loss of pay.
- H. The Association shall have the right to schedule meetings in school buildings upon notification to the building principal providing that said meeting does not interfere with previously scheduled meetings or events. The Association shall pay no fee for general committee, executive board, or building meetings.
- I. The Association officers, chairpersons and building representatives shall have the right to confer with teachers provided it does not take the teacher away from his assigned teaching or supervision duties.
- J. The Association shall have the right to use the interschool mail system and teacher mailboxes to communicate with teachers.
- K. The Association, as the representative teachers' organization, shall have the right to use school facilities for meetings and any equipment, including typewriters, mimeograph machines, other duplication

equipment, calculating machines, and all other types of audio-visual equipment, when the use of such equipment does not conflict with the normal function of the school. When other organizations are charged for the cost of copying, the Association shall be charged the established rate. The rights granted to the Association under this paragraph shall not be granted to any other "school employee organization" as defined in I.C. 20-7.5-1-2(k).

#### **L. Association Business**

The president of the Association or his/her designee shall, upon request, be granted a total of five (5) days per school year to be absent from regularly assigned contractual duties, with pay, to conduct Association business, provided that twenty-four (24) hours written notice is given to the president or president's designee's school building principal, and the Association pays the cost of the substitute which shall be the "Board policy established 'substitute teacher pay rate.'" It is agreed that the days provided for herein shall be taken in increments of one-half or full school days.

#### **M. Legislative Leave**

1. A bank of five (5) days per year shall be assigned to the Association President for disbursement to teachers at his discretion for the purpose of lobbying. Five additional days shall be granted for the purpose of lobbying provided the days are requested in writing by the President of the Association and the Association agrees to pay the cost of the substitute at the "Board Policy established substitute teacher pay rate." Additional days may be granted by the Superintendent. No less than twenty-four (24) hours notice shall be given by the Association to the Board when the use of this leave is desired. Individual teachers may be granted more than two (2) days in any school year for the purposes of this provision when approved by the Superintendent.
2. Should the Board and the Association mutually agree that lobbying efforts by the LCTA, in addition to those referred to herein above, would be in the best interests of the School Corporation, the Superintendent may, at his discretion, allow a specific number of teachers selected by the LCTA to be absent from school for a specific period with pay for the purposes of legislative lobbying.

#### **N. Membership/Fair Share**

##### 1) Teacher Membership in Association/Fair Share

IC 20-29-4-2 provides:

(a) A school employee may not be required to join or financially support through the payment of: (1) fair share fees; (2) representation fees; (3) professional fees; or (4) other fees; a school employee organization;

(b) A rule, regulation, or contract provision requiring financial support from a school employee to a school employee organization is void.

This provision is not new. It is unchanged from pre-2005 legislation. The Association remains unable to negotiate for or to insist that the school corporation agree to require members of the bargaining unit (teachers) to either join the Association or to pay any representation fee as a condition of employment.

However, a teacher may have any voluntarily paid Association dues or fees deducted from his pay:

**IC 20-29-5-6 Dues deductions**

- (a) The school employer shall, on receipt of the written authorization of a school employee:
  - (1) deduct from the pay of the employee any dues designated or certified by the appropriate officer of a school employee organization that is an exclusive representative of any employees of the school employer; and
  - (2) remit the dues described in subdivision (1) to the school employee organization.
  
- (b) Deductions under this section must be consistent with:
  - (1) IC 22-2-6;
  - (2) IC 22-2-7; and
  - (3) IC 20-28-9-18.

Membership into the LCTA will only take place during the first two weeks of each semester, unless a certified staff member was hired after the deadline and then said member would have two weeks to join from their date of employment. Any LCTA member who wishes to withdraw his/her membership from the LCTA must inform his/her membership chair, in writing, during the first two weeks of the first semester. Dues will be paid for the full year regardless of when a member joined. The Lake Central Teachers Association will not intervene with issues that occurred prior to membership.



## Article III: Leaves

### A. Personal Illness/Family Illness

1. Certified teachers shall be granted ten (10) paid days of personal/family illness leave at the beginning of each school year provided they report to work at the beginning of the school year. If an employee begins the school year on leave, the number of paid days of personal/family illness leave for that year will be prorated based on the percentage of the school year that remains when the employee returns to duty. Employee use of paid leave for family illness purposes is limited to ten days per year. (Personal Business Days may also be used to care for a family member). Teachers can track their accumulated personal illness leave days by accessing the corporation website at [www.lcsc.us](http://www.lcsc.us), then click About LCSC, then Employee Access, then employee name, and finally, leave balances.
2. Unused leave shall be accumulative from year to year without limit. The teacher shall notify the building principal or his designee before the leave when conditions permit.
3. Two (2) days of leave with pay will be given for personal illness for Summer School. These days may be accumulative up to but not to exceed a total of seven (7) days, applicable only to summer school sessions. Accumulated days over the seven shall be added to the accrued personal illness days from the regular school year. Any teacher employed in summer school for a period of three (3) hours or less would accumulate a half personal illness day for each unused summer school personal illness day. Any teacher employed in summer school for greater than three (3) hours would accumulate a full day for each unused summer school personal illness day.
4. A teacher who does not renew his contract, or whose contract is not renewed, is not entitled to any unused sick leave benefits after the last contract day of the current school year.
5. A teacher who qualifies for salary schedule credit for prior teaching experience or has prior accredited college teaching experience will be permitted to transfer in their second year of employment with the Lake Central School up to 3 days of sick leave accumulated with the prior school employer and 3 days for each succeeding year until the accumulated sick leave is exhausted.
6. Teachers may also be eligible for up to twelve (12) weeks of unpaid leave for personal/family illness under the Family Medical Leave Act of 1993.

### B. Personal Business

1. Teachers are entitled to three (3) days for the transaction of personal or civic affairs during the school year without loss of compensation. One of these days may be used during summer school. A written statement of intention to take personal leave shall be submitted to the Superintendent of Schools. Additional leave without pay may be granted by the Superintendent.
2. Any teacher employed in summer school for a period of three (3) hours or less and wishing to use a personal business day may do so only one time during summer school and shall be charged 1/2 day against his personal business days. Any teacher employed in summer school for greater than three (3) hours wishing to use a personal business day may do so only one time during summer school and shall be charged a full day against his personal business days.

3. An additional one half (1/2) day of personal leave shall be given to a teacher in exchange for attendance at his/her school's annual open house held outside the regular school day during the first semester of the school year. Prior to the event, the date, time, and place of the event shall be communicated to the school's certified staff. The teacher shall sign in at the open house(s) to guarantee the one half (1/2) day leave. Unused personal leave shall be applied to the teacher's accumulated sick leave.

### **C. Workers' Compensation (On The Job Injury)**

A teacher injured in the course of employment must make the initial visit with the corporation's worker's compensation doctor. The physician must be informed that the visit is the result of an accident described under the Workers' Compensation Act. After that initial visit, any additional medical attention, including surgery, must be first approved by the corporation's workers' compensation insurance carrier.

For absence due to injury incurred in the course of the teacher's employment, the Board shall pay, to teachers qualifying for Workers' Compensation, (i.e. medical benefits, disability/impairment benefits) the difference between their salary and the benefits received under the Indiana Workers' Compensation Act for a period not to exceed one hundred (100) school days. Pay received under this provision will not cause reduction in any other leave days provided in this Agreement.

The Board may, in its sole and exclusive discretion, grant to a teacher injured in the course of the teacher's employment such additional paid leave days as the Board deems appropriate.

### **D. Professional Leave**

1. Teachers may request Professional Leave.
2. Requests for Professional Leave must be submitted within sufficient time for Board consideration at the next regularly scheduled Board meeting in advance of requested leave date.
3. Teachers may request reimbursement for travel, food, lodging, and registration fees. Teachers requesting reimbursement shall be informed of approval or denial prior to the leave, and if approved, shall receive payment following presentation of receipts and filing of a claim.
4. All requests for Professional Leave shall be forwarded to the Superintendent. The Superintendent shall provide to the teacher the reason(s), in writing, for any denial of a leave or denial of reimbursement for leave expenses. Such decisions shall be made on a fair basis applied consistently to all affected personnel.

### **E. Bereavement**

The Lake Central School Corporation recognizes the importance of allowing its employees to grieve and celebrate the life of a loved one at or around the time of death. In the case of death within the immediate family, an employee shall be entitled to be absent from work without loss of compensation for a period extending up to five (5) workdays related to the death/funeral services. Immediate family members shall be interpreted as husband, wife, child, sister, brother, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, step-parent, step-child, or any other member of the family living in the same household no matter what degree of relationship.

The employee shall submit a Bereavement Leave Request form to his/her immediate supervisor indicating the specific funeral/memorial arrangements.

Employees may request to use family illness, personal business, or accumulated personal illness days as bereavement days for other persons not considered immediate family.

In the case of the death(s) of a building staff member(s), a committee made up of the superintendent, the building principal and the L.C.T.A. building representative may grant bereavement time for the purpose of attending the funeral. This time shall not cause a reduction in any other leave days provided, loss of pay nor hardship to the school.

## **F. Military**

1. Military leave of absence without pay will be granted to any teacher who is inducted or initially enlists in any branch of the Armed Forces of the United States. Teachers called to military service have been granted status and contract rights under Federal Military Employment Rights Act and Indiana Code.
2. Teachers taking a physical examination required by the military shall be granted absence with pay not to exceed one (1) day.
3. If National Guard or Reserve Unit is called to temporary active duty during the school year due to emergency situation, a leave of absence will be granted for a period not to exceed two (2) weeks. The teacher will receive his regular base salary minus that paid by the government.
4. All military service up to four (4) years may be recognized for experience purposes on the salary schedule. The above shall apply to all veterans who took the Oath of Allegiance, wore the uniform, served either in combat or non-combat units, and were honorably discharged.
5. In order to translate the military experience into teaching experience, eight (8) months of either military service or military service combined with school teaching experience shall be deemed equivalent to one (1) year of teaching experience, providing that such service takes place between July 1 and June 30.
6. The teacher shall be entitled to re-employment rights in the position he is vacating or one of like status and pay scale, provided:
  - a. He is honorably discharged or separated from the Armed Forces.
  - b. He is still qualified and competent to perform the duties of such teaching position.
  - c. He applies for re-employment within sixty (60) days after separation from active duty.

## **G. Maternity**

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

1. Any teacher who is pregnant is entitled to a leave of absence at any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of the expected length of this leave. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon request.
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 days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay. This leave may be taken without jeopardy to re-employment, retirement or salary benefits, tenure, and seniority rights.
3. When the leave is requested, the teacher shall select one of the following options for length of leave:
  - a. She shall notify the Superintendent of the expected length of her leave and the expected date of return, or
  - b. The teacher, the principal, and the Superintendent shall discuss and mutually agree upon the return date. If consensus cannot be reached, the Superintendent shall put in writing the reason for the required return date.

In the event a teacher wishes to change the expected beginning and/or ending dates of a previously arranged maternity leave, she shall use option (b) immediately above.

4. Teachers who desire maternity leave shall have their physician complete the appropriate leave forms.
5. Teachers may also be eligible for up to twelve (12) weeks of unpaid leave for the care of the employee's new-born child under the Family Medical Leave Act of 1993.

## **Paternity/Adoptive**

1. Teachers shall be entitled to apply three (3) of their personal illness days annually to Paternity/Adoptive leave.
2. Teachers may also be eligible for up to twelve (12) weeks of unpaid leave for adoption or foster care under the Family and Medical Leave Act of 1993.
3. For a new adoptive parent, up to one (1) year may be taken, similar rules as maternity may apply.

## **H. Emergency Leave**

1. In case of emergencies, the building principal or his designee may grant permission for a teacher to be absent a part of the day. If coverage of the absent teacher's duties and assignments is of no cost to the Corporation and meets the building principal's approval, the absence without loss of pay will be approved. If cost to the Corporation is a factor, the absence will be charged to an applicable existing leave or be deducted from the day's pay, either of which shall be calculated on a pro rata basis of time missed in the regular day.
2. If after a teacher has stated that an emergency exists, but the building principal or his designee does not agree, and the teacher continues to feel that the matter in question must require him to be absent from the building, he may leave after informing the principal of his intended action. The building principal or his designee will report the absence, and the teacher will be subject to loss of pay. Upon return, the teacher may request that the matter be referred to the Superintendent for review and disposition. If the teacher does lose pay, the substituting teacher covering his assignment will be paid, if appropriate.

## **I. Jury Duty Leave**

1. In case of absence, in response to jury duty, the teacher shall receive regular base salary.
2. In case of absence in response to a subpoena connected with a teacher's school related duties and activities, the teacher shall receive his regular base salary.

## J. Extended Leaves

1. Leaves without pay shall be granted for the following reasons:
  - a. To campaign and serve in public office. Such leave must be for the remainder of the semester in which the leave is requested. The teacher may within fifteen (15) school days prior to the completion of said semester notify the Board in writing that the leave will be extended for the remainder of the school year and/or the next school year, and two (2) additional full semesters at the request of the teacher. The Superintendent has the discretion to approve or deny this request.
  - b. To care for a sick member of the teacher's immediate family in accordance with the Family Medical Leave Act.
  - c. For personal illness that extends beyond the period of sick leave compensation, an unpaid leave of absence may be granted upon request up to a maximum of one (1) year plus the current unfinished year if approved. The teacher shall be permitted to continue in the insurance programs during the leave until the employee has exhausted leave days and FMLA days.
  - d. To assume an Association elective or appointive office.
  - e. To serve in positions in Peace Corps services.
  - f. Leave of absence.
    - (1) Teachers with more time than five (5) years of service in the Corporation may be granted a leave of absence for up to one (1) school year provided:
      - (a) The teacher shall make application with the Superintendent on or before January 3 of the school year immediately preceding the school year during which the leave is to be taken.
      - (b) That a replacement teacher, acceptable to the Superintendent, is found.
      - (c) The Superintendent chooses to seek approval of the Board.
    - (2) No leave taken hereunder shall apply as experience, years of service for salary advancement, vesting into annuity retirement plan or to other length of service provisions of this Agreement.
    - (3) This provision may be utilized once in a teacher's career at Lake Central.
2. Leaves may be granted at the Board's discretion for other reasons based on a recommendation of the Superintendent.

3. Return from Extended Leaves:
  - a. Sick leave days accumulated by a teacher prior to a leave of one (1) year or less shall be credited to the teacher upon return.
  - b. Following an extended leave, the teacher shall be entitled to re-employment rights in the position he vacated or one of like status and pay scale, provided:
    - (1) He is still qualified to perform the duties of such teaching position; and
    - (2) The teacher applies for re-employment by March 15 prior to the August he is to return to teaching services; and
    - (3) He provides, if requested, proof of medical competency for the position with medical costs paid by the Board.

#### **K. Sabbatical Leave**

1. A plan for such full-time professional study, research and/or educational travel shall be submitted with the leave application during the period January 15 to March 15 proceeding the school year during which the leave is to be taken.
  - a. No later than April 1 the Superintendent will submit his recommendation to the Board of Education.
2. Such leave shall be granted for one (1) year. Teachers taking leave shall not be eligible for another sabbatical leave during their career at Lake Central.
3. A teacher returning from sabbatical leave shall have restored to him all accumulated sick leave days.
4. Sabbatical leaves shall be granted on fair and equitable basis.
5. Teachers who have been granted Sabbatical Leave shall notify the Superintendent in writing on or before March 1 of their intentions to resume working at the beginning of the ensuing school year. Failure to comply will result in cancellation of contract.
6. The Indiana State Teachers' Retirement office will grant (1) year of credit toward retirement if during a sabbatical leave, a teacher carries twenty (20) semester hours or thirty (30) term (quarter) hours. Evidence of the leave and a transcript of credit must be sent to the Teachers' Retirement Fund Office to claim this credit. Only one (1) year's leave per seven (7) years of teaching will be allowed for credit.

#### **L. Ceremonial Rites Leave**

A teacher shall be entitled to be absent from work for one (1) day per school year to attend or participate in rites, ceremonies or services of significance to the teacher which occur during the teacher's workday. The day used shall be deducted from the teacher's family illness allotment.

## **M. Insurance on Non-Paid Leave**

Teachers on non-paid leave in the category listed below may continue in the insurance program by means of direct payment of premium for a period not to exceed the length of the approved leave.

1. Professional Leave
2. Extended Leave
3. Sabbatical Leave
4. Leave pursuant to the Family Medical Leave Act of 1993 (FMLA)

## **N. Leave Forms**

Teachers shall use the appropriate Leave Forms located at Central Office.

## **Article IV: Professional Compensation**

### **A. Salary Schedule**

The annual salaries of teachers shall be computed according to the schedules which are attached to, incorporated in, and made a part of the Agreement.

P.L. 90-211 eliminates the requirement that a teacher's minimum salary each school year must be based on 'education, experience, and degree completed.' There are no longer any requirements regarding the basis of a teacher's beginning salary with a school corporation.

I.C. 20-28-9-1 includes a provision that will allow a teacher *currently enrolled* in a master's program to receive a pay increase under his/her district's *current salary schedule* once the degree is completed. Specifically, 'compensation attributable to additional degrees for which a teacher has started coursework before July 1, 2011, and completed course work before September 2, 2014, shall also continue.'

P.L. 48-2011 requires that 'salary' is a mandatory subject of collective bargaining. Therefore, a teacher's beginning salary with a school corporation must be negotiated by the school employer and the exclusive representative.

P.L. 90-211 also states that a school corporation may not decrease the salary of any teacher below the salary the teacher was earning on or before July 1, 2012 'solely to conform to the new salary schedule.' The salary a teacher was earning on or before July 1, 2012 cannot be decreased without a negotiated and approved collective bargaining agreement.

The State of Indiana has prohibited the use of advanced degrees and credits for determining a teacher base salary. The only exception to this law is that which is mentioned above for teachers currently enrolled in a master's program.

**B. Paydays**

1. Options

- a. Base salaries shall be paid in twenty-six (26) installments, unless, by August 15 or upon hiring, if hired after August 15, a teacher elects in writing to be paid in twenty (20) installments. Notices of election shall be delivered to the Superintendent of Schools.
- b. A beginning first year teacher will have the option of receiving a check for \$500 on the last pay period for the previous school year. Such money will be deducted from his/her salary which would be distributed over the next eight (8) paychecks. No voluntary deductions will be taken from this check.

2. Calculations

- a. For those receiving twenty-six (26) installments, eight (8) are to be distributed prior to December 31, and the remaining eighteen (18) every two (2) weeks thereafter.
- b. For those who elect the twenty (20) pay option, eight (8) are to be distributed prior to December 31 and the remaining twelve (12) every two (2) weeks thereafter. During years when twenty-seven (27) pay dates would occur within the contract year, there will be an extra week without pay during August.

3. Dates

- a. The initial payday for a school year shall be the same for both pay options.
- b. Payments shall be distributed via direct deposit to the financial institution designated by the employee.
  - (1) If a payday falls on a bank holiday, payroll will be distributed on the previous business day.
  - (2) If the calendar creates a 9<sup>th</sup> payroll prior to December 31, the 9<sup>th</sup> pay date will be moved to the first business day of January.
  - (3) In the event a payday would fall on January 1, payroll will be distributed on the next business day.

4. Non-Compensatory Absence

In the event that the administration has reasonable cause to believe that a teacher's absence is non-compensatory, the administration may dock the teacher's pay for the amount of the non-compensatory absence. The administration shall contact the teacher to notify them of the affected paycheck as soon as possible.

**C. New Teacher Salary**

The school district will make every effort to hire new teachers at the annual salary of \$34,336. Prior to any new teacher receiving a salary greater than this amount, the LCTA leadership will be notified.

**D. Homebound Instruction (Grades K-12, inclusive)**

Compensation for homebound teaching assignments shall be at the hourly rate of pay earned by the teacher in his regular full-time day school assignment.

**E. Extra Classes**

Teachers who are asked by their principal to give up their preparation period or regular assignment in order to cover a class, for which a substitute teacher was not hired, shall receive payment equal to their hourly rate; and the teacher shall have his preparation period or regular assignment following regular school hours.

**F. School Improvement/Special Projects**

The Lake Central Teachers' Association (LCTA) and the school corporation recognize the importance of a participatory approach to decision making and the importance of avoiding barriers to direct and open communication at all levels of the school organization.

Following district-wide notification and an opportunity to volunteer, any teacher who has been asked and agrees to be assigned by the administration to participate on special projects/committees such as developing curriculum, participating in core groups, or participating on strategic planning teams will be paid at the rate of fourteen dollars and fifty cents (\$14.50) per hour for each hour spent at the direction of the administration outside the regular teacher day.

**G. State Teachers' Retirement Fund Contribution**

In addition to the salary schedule provided for herein, the Lake Central School Corporation, beginning January 1, 1991 will pay the 3% State Teachers' Retirement Fund Contribution.

**H. Grant Writing**

If a teacher is **directed in writing** by the administration to write a grant for the school or the school district and is not given release time during his/her workday to do so, he/she will receive the school improvement rate of \$14.50 per hour. Before the grant writing commences, the administration and the teacher shall mutually agree upon the specific work to be performed and the amount of time needed to write the grant. If more time is needed, additional pay may be agreed upon by both the administration and the teacher.

**I. Personal Automobile Mileage Allowance**

Teachers who are required, in the course of their daily assignments, to drive from one school to another, or to use their personal automobile while conducting school business, as required and approved by the administration, during the regular defined school day, shall receive mileage reimbursement on the basis of the current IRS mileage rate. Athletic and/or extracurricular assignments do not apply.

2012 - 2013 BASE SALARY SCHEDULE FOR CERTIFIED STAFF IN THE LAKE CENTRAL SCHOOLS

MASTERS							
34336	35693	36369	37047	38411	39768	41126	42483
35693	37048	37729	38411	39768	41126	42480	43836
37048	38411	39090	39768	41126	42480	43836	45193
38411	39768	40447	41126	42480	43836	45193	46547
39768	41126	41803	42480	43836	45193	46547	47904
41126	42480	43158	43836	45193	46547	47904	49264
42480	43836	44515	45193	46547	47904	49264	50618
43836	45193	45870	46547	47904	49264	50618	51979
45193	46547	47225	47904	49264	50618	51979	53333
46547	47904	48584	49264	50618	51979	53333	54688
47904	49264	49941	50618	51979	53333	54688	56045
49264	50618	51299	51979	53333	54688	56045	57405
50618	51979	52656	53333	54688	56045	57405	58761
51979	53333	54011	54688	56045	57405	58761	60114
53333	54688	55367	56045	57405	58761	60114	61476
54688	56045	56725	57405	58762	60114	61476	64046
56045	57405	58671	59937	61328	62690	64046	65398
57405	59275	60301	61328	62689	64046	65398	66760
59275	60630	61660	62689	64046	65398	66760	68118
60630	61991	63018	64046	65398	66760	68764	70121
63384	64757	66096	67436	68810	70182	71557	72930

## **Article V: Insurance**

### **A. Life**

The Board shall provide life insurance in the amount of fifty thousand dollars (\$50,000) for each teacher. The option of an additional fifty thousand (\$50,000) is available at the teacher's expense.

### **B. Accidental Death and Dismemberment**

The policy of life insurance provided by the School Corporation to the teachers shall contain an accidental death (double indemnity) and a dismemberment rider to said policy.

### **C. Hospitalization, Surgery, Major Medical, Dental, and Optical**

1. The Board shall provide hospitalization, surgery, and major medical insurance protection to teachers for a full twelve (12) month period, commencing the first day of employment in the school year and continuing until August 31 of the following year.

2. The Board shall contribute \$7904 toward the individual cost of the plan for each teacher who elects a single plan.

3. Beginning in August, 2012, the Board shall contribute an additional \$2,000 for a total of \$9,904 toward the cost of the premium for the teacher who elects the employee & children plan, the employee & spouse plan, or the family plan. The additional \$2,000 replaces the credit formerly given to family plan members. (For teachers enrolled in any plan other than the single plan as of August, 2012, the 2012 credit will remain in force until December 31, 2012. New premiums will start on January 1, 2013.)

The Board's contribution shall be prorated in equal amounts based on 26 pays for those teachers selecting the 26 pay option and 20 pays for those teachers selecting the 20 pay option.

4. The Association shall have the opportunity to have one or more representatives from each building serve on the Benefits Committee which meets monthly to address changes and improvements to the corporation health plan.

5. The Benefits Committee shall mutually agree upon changes made to the plan on an annual basis.

6. The Board shall pay the full cost of a single dental plan premium toward a single or family dental plan for each teacher who elects dental insurance. The Board will pay the full cost of a family dental plan premium for each teacher who elects family dental insurance and family health insurance.

7. The Board shall pay the full cost of a single vision plan premium toward a single or family vision plan for each teacher who elects vision insurance. The Board will pay the full cost of a family vision plan premium for each teacher who elects family vision insurance and family health insurance.

### **D. Liability**

The School Corporation shall carry insurance providing teachers with liability coverage and legal counsel for actions incurred while performing their assigned duties.

**E. Long-term Disability**

The Board shall provide, at no cost to the teachers, a long-term disability plan that provides a salary protection benefit of sixty-six and two-thirds percent (66 2/3%), a maximum benefit of eight thousand dollars (\$8,000) per month, and a ninety (90) day elimination period.

**F. Section 125 of the Internal Revenue Code**

The Board shall provide a Section 125 premium conversion and dependent care/medical expense benefit plan at no cost to the participating teacher(s).

**Article VI: Retirement Benefit**

**A. Teachers with ten years experience with LCSC as of June, 2004**

1. Covered Group

A teacher member of the Retirement Benefit Buy-out Program who is fifty (50) years of age or over, with twenty (20) years of experience, ten (10) of which are at the Lake Central School Corporation or who has twenty-five (25) years of experience in the Lake Central School Corporation, may elect to retire from the Corporation and receive a one-time supplemental retirement benefit of two thousand (\$2000), plus fifty dollars (\$50) for each unused sick leave day.

2. Procedures

- a. The teacher shall notify the Board of School Trustees in writing of his/her intent to retire from the School Corporation on or before May 1<sup>st</sup> of the school year immediately preceding retirement, except in case of serious illness or disability.
- b. In case of disability, the teacher shall present to the Board a doctor's statement of disability. The Board reserves the right to request a medical examination by Board appointed doctors.
- c. In the event of death of a contracted teacher who is fifty (50) years of age or over, with twenty (20) years experience, ten (10) of which are at the School Corporation, the designated beneficiary on the Indiana State Teachers' Retirement Fund shall have survivor's rights. Should a teacher desire to designate a beneficiary other than the Indiana State Teachers' Retirement Fund beneficiary, the teacher must provide written notification to the Superintendent by filling out the beneficiary form available in the Superintendent's office. In the event of a teacher's death, a copy of the death certificate is required prior to distribution of this benefit to the beneficiary.

3. Method of Payment

Retirement benefits shall be paid in the teacher's last school year to a 401 (a) plan account.

4. Teachers in this program received one-time contributions to their individual VEBA and 401 (a) accounts in July 2005.

## **Retirement Insurance Program**

1. Covered Group

Any member of the Benefit Buy-Out Program (**A. above**) who is fifty-five (55) years of age or over, with twenty (20) years of total teaching experience, the last ten (10) of which were with the Lake Central School Corporation will be eligible for the following retirement benefits, provided the teacher has otherwise satisfied the requirements of the Collective Bargaining Agreement.

2. Insurance

Immediately following retirement, the teacher shall have the option of remaining in the Corporation's current hospital/major medical insurance program, hereinafter referred to as group health plan, if the following conditions are met as of the date of retirement and thereafter:

- a. while the retired teacher is enrolled in the group health plan, the retired teacher shall pay the entire insurance premium applicable to the insurance coverage, with the annual payment to be made on or before September 1<sup>st</sup> for the succeeding year or make arrangements for monthly payments of the premium; and
- b. Within ninety (90) days of the retirement date, the teacher has provided a written request to the School Corporation for participation in the group health plan.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the School Corporation's group health plan shall terminate. The teacher's spouse and dependents, if any, will be allowed to continue participation for 36 months as required by COBRA, or until eligible for Medicare, whichever occurs first. It is acknowledged that the parties intend these provisions to comply with applicable federal 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 5-10-8-2-6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage.

**B. Other teachers employed with LCSC during the 2003-2004 school year**

Teachers employed by the School Corporation during the 2003-2004 school year with less than ten (10) years of experience (in the School Corporation) as of June 30, 2004, will have an initial contribution of 1.25% of their base salary (based on the 2002 salary schedule) times their years of service in the School Corporation placed into retirement vehicles (VEBA and 401(a)) by no later than July 15, 2005.

**C. Teachers hired by LCSC after the conclusion of the 2003-2004 school year**

Those teachers listed above in **B.** and teachers hired after July 15, 2004, will, in addition to their contracted salary, receive an on-going contribution of 1.25% of their base salary at the end of the school year. The LCTA and the Administration agree the 1.25% contributions will be apportioned with .50% deposited into the VEBA and .75% deposited into the 401(a). Teachers will be fully vested in the program after ten (10) years of experience in the School Corporation.

## **Additional Information on VEBA and 401 (a)**

### **VEBA**

The School Corporation shall contribute to a voluntary employee's beneficiary association (VEBA) as described in section 501©(9) of the Code, that amount representing the present value of the group health insurance benefits and term life insurance as calculated for all employees under subsection 3b above. The organization administering the VEBA account shall be made by mutual agreement. (Currently Security Benefit) The term and conditions for the administration and operations of the VEBA shall be as follows:

1. The amount calculated for each employee will be invested in a separate VEBA account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
2. Until such time that an employee has retired and satisfied the eligibility requirements, the employee shall have no access to the assets held in his or her separate VEBA account. At no time may a participant borrow from the VEBA plan account.
3. Following retirement, a retired employee may elect to commence distributions from his VEBA account to pay health insurance premiums and to be reimbursed for un-reimbursed medical expenses of the employee, spouse, and dependents. If an employee dies after having satisfied vesting requirements, the deceased employee's VEBA plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made.
4. If an employee retires or otherwise terminates employment before satisfaction of vesting requirements, the terminated employee's VEBA account shall be forfeited as of June 30.

### **401(a) Plan**

The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The organization (Currently Met Life), administering the 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

1. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) plan.
2. Until such time that an employee has retired and satisfied eligibility requirements, the employee shall have no access to the assets held in his or her separate 401(a) plan account. At no time may a participant borrow from his 401(a) plan account.
3. If an employee retires or otherwise terminated employment before satisfaction of vesting requirements, the terminated employee's 401(a) plan account shall be forfeited as of June 30.
- 4) Following retirement and the satisfaction of vesting requirements, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied vesting requirements, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made.

### **Forfeiture Policy for 2012-2013 for teachers who are not vested**

If a teacher is a member of **B. or C.** (above), and his/her employment is severed due to the reduction in force, special provisions regarding forfeiture will apply. In order to protect any teacher who may be recalled after being part of the Spring 2012 Reduction in Force, VEBA and 401 (a) accounts will not be forfeited until September 1, 2013.

Any teacher, who is on the recall list, will forfeit their VEBA and 401 (a) accounts if they:

1. Resign
2. Retire
3. Decline an offered position
4. Sign a contract with another school corporation

**Article VI: Effect of the Agreement**

**A. Severability**

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is determined to be contrary to law, then such provision shall automatically be deleted from this Agreement and its application shall thereafter cease. In such an event, the parties shall meet to bargain a replacement clause for the severed provision, to the extent permitted by law; but all other provisions and applications of the Agreement shall continue in full force and effect.


**B. Entire Agreement**

The parties mutually agree that this Agreement has been executed pursuant to the provisions of IC 20-29-6 and that it contains the entire Agreement and understanding between the parties thereby superseding all previous oral or written Agreements. This Agreement may not be changed or amended except by a written instrument signed by both parties.

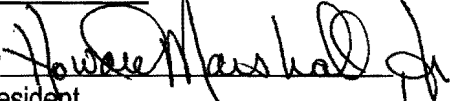
**C. Ratification**

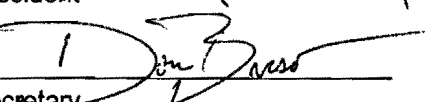
This Agreement, having been ratified by the Association and the Board is so attested to by the parties' signatures below:

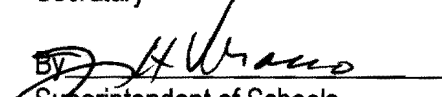
**For the Association:**

By  \_\_\_\_\_  
President

**For the Board:**

By  \_\_\_\_\_  
President

By  \_\_\_\_\_  
Secretary

By  \_\_\_\_\_  
Superintendent of Schools