

# **AGREEMENT**

**BETWEEN**

**THE  
LAKE CENTRAL BOARD OF SCHOOL TRUSTEES**

**AND**

**THE  
LAKE CENTRAL TEACHERS' ASSOCIATION**

**July 1, 2020 through June 30, 2021**

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## Article I: Agreement

### A. Agreement

This Agreement is made and entered into at St. John, Indiana 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 July 1, 2020, and shall continue in effect through June 30, 2021.

### C. Reopener Language: Intentionally omitted.

### D. 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.

### E. 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 except Superintendent, Assistant Superintendents, all Directors, School Psychologists, Principals, Assistant Principals, and High School Athletic Director.*

### F. 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 "insurance" when used hereinafter in the Agreement shall refer to the Lake Central group insurance.

## Article II: Association Rights

### A. 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. It is agreed that the days provided for herein shall be taken in increments of one-half or full school days.

### B. 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. 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.

## Article III: Leaves

### Family and Medical Leave Act Overview

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

1. Twelve workweeks of leave in a 12-month period for:
  - ◆ The birth of a child and to care for the newborn child within one year of birth.
  - ◆ The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
  - ◆ To care for the employee's spouse, child, or parent who has a serious health condition.
  - ◆ A serious health condition that makes the employee unable to perform the essential functions of his or her job.

## Examples of Lake Central benefits through FMLA

1. For family illness that qualifies for FMLA, the teacher shall be permitted to use current year family illness leave balance as well as days from accumulated sick leave in order to spend up to 15 days with their family member in any given school year.
2. If after the birth of a child, the birth mother experienced additional health complications that made the employee unable to return to work, she would submit the appropriate documentation from the medical professional. Upon approval she would have the ability to go unpaid or use her available balance of sick days as paid days.
3. If an employee experiences a qualifying event under FMLA, once the documents are submitted and approved, if the qualifying event is for the covered employee, the individual could choose to go unpaid or use their available balance of sick days as paid days.

### 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 Employee Access, on the top right-hand side of the page, then employee name, and finally, leave balances.
2. Unused leave shall be accumulative from year to year without limit.
3. Two (2) days of leave with pay will be given for personal illness for full time Summer School teachers. If unused, these days will be moved to the teacher's benefit bank at the end of summer school. Any teacher working a portion of summer school will have these days pro-rated accordingly.
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 has 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. Any certificated staff member who anticipates an extended leave for themselves or an immediate family member must apply for FMLA regardless of their accumulated leave balance.

## **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. A written statement of intention to take personal leave shall be submitted to the Building Principal. Additional leave without pay may be granted by the Superintendent.
2. 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(s) 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. Teachers who are asked to attend more than one open house are entitled to one half personal day for each open house.

## **C. Workers' Compensation (On The Job Injury including extra-curricular)**

A teacher injured in the course of employment must make the initial visit with Lake Central's designated medical treatment facility for workers' compensation. Our designated Franciscan Working Well facilities are located at:

8345 Wicker Ave, St John  
12800 Mississippi Pkway, Ste A 204, Crown Point  
7905 Calumet Ave, Munster

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, in part or in total, 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/Paternity/Adoptive**

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 governed by the Family Medical Leave Act and the following:

1. Any teacher who is pregnant is entitled to a leave of absence based on the rules and regulations of the Family Medical Leave Act.
2. Under a normal pregnancy and delivery, a teacher is afforded the benefit of utilizing 30 sick days of their accumulated balance as paid days during the 6 week period immediately following the birth of the child. If a delivery is by C-Section, a teacher is afforded the benefit of utilizing 40 sick days of their accumulated balance as paid days during the 8 week period immediately following the birth of the child.
3. When a maternity leave is requested, the teacher shall select one of the following options:
  - a. She shall notify the Superintendent of the subsequent length of her leave based on the expected due date and projected date of return based on the rules governing FMLA above, 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.
  - c. 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 (a) and/or (b) immediately above.
4. Teachers who desire maternity leave shall have their physician complete the appropriate leave forms.
5. An employee who requests a paternity or adoptive leave that qualifies under the Family Medical Leave Act for up to 12 weeks of unpaid, job protected leave has the option to use his family illness and personal business days as paid days after the birth of a child.

## 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-rated 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.

## I. Jury Duty Leave

1. In case of absence in response to jury duty, the teacher shall receive his regular base salary once the jury duty attendance form is submitted to payroll.
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 Medical Leaves

1. For personal illness that extends beyond the period of sick leave compensation (FMLA), an unpaid leave of absence may be requested. If approved, the teacher shall be permitted to continue in the insurance program during the leave until the employee has exhausted their accumulated leave balance. At the point where the leave becomes an unprotected leave, the employee may continue in the insurance program by means of direct payment of the premium to the Lake Central School Corporation for a period not to exceed the length of the approved leave.

## K. Extended Leaves

1. Leaves may be granted at the Board's discretion for other reasons based on a recommendation of the Superintendent.

## L. Sabbatical Leave

1. A plan for such full time professional study, research and/or education travel shall be submitted with the leave application during the period January 15 to March 15 preceding the school year during which leave is to be taken. The Superintendent will submit his recommendation to the Board of Education no later than April 1.
2. Such leave shall be granted for one (1) year. Teachers shall not be eligible for another Sabbatical Leave for another five years of employment with LCSC.
3. A teacher returning from Sabbatical Leave shall have restored to him the accumulated sick leave days that were in the balance prior to the Sabbatical.
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.
7. If approved, the teacher shall be permitted to continue in the insurance program during the Sabbatical by means of direct payment of the premium to the Lake Central School Corporation for a period not to exceed the length of the approved leave.

## M. 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.

## N. Limited Duration COVID-19 Related Leave Benefits

1. LAKE CENTRAL COVID-19 LEAVE OF ABSENCE. Eligible teachers will be granted an employment-protected leave of absence only for the 2020-2021 school year as described below. This benefit sunsets at the end of the 2020-2021 school year.
  - a. Eligibility: Employee must:

- i. be in good standing and
  - ii. provide completed request form no later than August 16, 2020
- b. Qualifying reasons: teacher has provided concerns regarding Covid-19
- c. Terms:
- i. the period of leave is limited to the 2020-2021 school year
  - ii. the leave of absence is unpaid
  - iii. teachers participating in the School Corporation's hospitalization, surgery, major medical, dental and optical plans may continue to participate during the leave of absence with the teacher timely paying the entire premium for the applicable coverage tier in installments payable as directed by the administration.
  - iv. Teachers are not entitled to any other benefits during the leave of absence.
  - v. Teachers returning at the beginning of the 2021-2022 school year will be assigned to a bargaining unit position as determined in the administration's discretion at their 2019-2020 rate of pay and without loss of any employment benefit that accrued prior to the start of the COVID-19 leave.
2. Families First Coronavirus Response Act Leave. Eligible teachers will be granted paid leave benefits through Emergency Paid Sick Leave and Expanded FMLA on terms provided in the Act upon submission of an appropriate request and supporting documentation, as applicable. These leave benefits are available up to and including December 31, 2020 when the Act sunsets.

## Article IV: Professional Compensation

### A. Glossary of Terms of Purposes for the 2020-21 Compensation Model

*Beginning Salary*: Initial salary a teacher receives when hired by Lake Central.

*Minimum Salary* – This number is the lowest salary which any Certified Staff member under contract for the 2020-2021 school year will earn provided they are new or, if employed under a contract by Lake Central in the previous year, are eligible for increase under the 2020-2021 Compensation Model.

*Base Salary*: This number is the amount earned in the previous year upon which any increase will be added.

*Base Salary Increase*: Increase to Certified Staff member's Base Salary for 2020-21 school year.

*Certified Staff* – For purposes of compensation model only, this refers to bargaining unit members.

*Performance Evaluation Rating*– the final categorization of each certified staff member based on the RISE model used in the Lake Central School Corporation.

*Performance Appeal* – Certified Staff who will not receive an increase due to an ineffective rating on their Performance Evaluation may request and receive a private conference with the Superintendent or his designee (IC 20-28-11.5.6(c)).

*Year of Experience* – earned by each Certified Staff member who works 120 days during a given school year.

*Salary Range:* The range of salaries for returning Lake Central School Corporation Certified Staff (before any increases under 2020-21 Compensation Model).

## B. 2020-2021 Compensation Model

1. Minimum Salary: The Minimum Salary for the 2020-21 school year will be \$47,300.
2. Salary Range: The salary range for the 2020-2021 school year is \$46,300 - \$84,475 (not including current year increases or TRF).
3. General Eligibility: To be eligible for a Base Salary Increase, a Certified Staff member must have received a Performance Evaluation Rating of effective or highly effective for the prior school year ("Eligible"). A Certified Staff member who received a Performance Evaluation Rating of ineffective or improvement necessary will remain at their prior year Base Salary.
4. Factors and Distribution:
  - a. Evaluation: Eligible teachers who received a Performance Evaluation Rating of highly effective or effective for the prior school year will receive a Base Salary Increase of \$667.
  - b. Experience: Eligible teachers who earned a Year of Experience will receive a Base Salary Increase of \$333.
  - c. Academic Need: In recognition of the importance of retaining teachers who since the 2011-2012 school year freeze were not recognized for efforts to attain a Master's degree which has been beneficial to meeting student academic needs, eligible teachers who have attached a Master's degree during or since the 2011-2012 school year freeze will receive a Base Salary Increase of \$1,500.

[Note: Experience accounts for 13% of the maximum increase available (Experience \$333 / Maximum Available \$2,500 (\$667 + \$333 + \$1,500) = 13%)

Eligible teachers on a less than full time contract will receive a Base Salary Increase on a pro rata basis.

Redistribution: Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

## C. Paydays

1. Options

- a. Teachers have the option of having their base salaries paid in either twenty-four (24) installments or twenty (20) installments. Teachers choosing the 20-pay option will not receive regular compensation during the months of July or August.
- b. A beginning first year teacher will have the option of receiving 50% of their first check on the last pay date of the prior contract and the remaining 50% on the first pay date of the new school year.

2. Dates

- a. The initial payday for a school year shall be the same for either pay option.
- b. Payments shall be distributed via direct deposit to the financial institution designated by the employee on the 5<sup>th</sup> and 20<sup>th</sup> of each month. If a payday falls on a weekend or bank holiday, payroll will be deposited on the previous business day.

3. 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 and Director of Human Resources to notify them of the affected paycheck as soon as possible.

**D. New Teacher Salary**

The school district will make every effort to hire new full time teachers at the Minimum Salary; however, the Superintendent has the discretion to set the new hire salary at any rate within the Salary Range provided the amount does not exceed the salary of a veteran Lake Central teacher with similar experience and education credentials without prior discussion with the LCTA President. For teachers with unique credentials and licensing, the Superintendent or designee will inform LCTA of the reason for the new hire rate.

**E. 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.

**F. Extra Classes**

Teachers will receive payment equal to their hourly rate when they are assigned the ancillary duty of instructing an additional roster of students during their preparation period.

**G. School Improvement/Special Projects**

Teachers will be paid at the rate of fourteen dollars and fifty cents (\$14.50) per hour when assigned the ancillary duty of participating on school improvement/special projects committees.

*Portions of this provision unrelated to wages are the school's policy, were not bargained, and are included for informational purposes only.*

#### **H. State Teachers' Retirement Fund Contribution**

Indiana Code requires the employee to pay 3% of their gross wages to the State Teachers' Retirement Fund. The Lake Central School Corporation will pay this 3% on behalf of the employee.

#### **I. Grant Writing**

A teacher will be paid at the rate of fourteen dollars and fifty cents (\$14.50) per hour when assigned the ancillary duty of writing a grant for the school or the school district and is not given release time during his/her workday to do so.

#### **J. Personal Automobile Mileage Allowance**

If 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.

#### **K. Curriculum Development**

Teachers will be paid at the rate of twenty-five dollars (\$25.00) per hour when assigned the ancillary duty of working on the Curriculum Development Committee when performing these duties outside of school hours.

### **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. Insurance premiums are subject to change January 1<sup>st</sup>.

2. 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<sup>st</sup> of the following year.
3. The Board shall contribute \$7,904 toward the individual cost of the plan for each teacher who elects a single plan.
4. 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.

The Board's contribution shall be prorated in equal amounts based on 24 pays for those teachers selecting the 24 pay option and 18 pays for those teachers selecting the 20 pay option.

5. 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.
6. The Benefits Committee shall mutually agree upon changes made to the plan on an annual basis.
7. 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.
8. 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 (66.6%), a maximum benefit of ten thousand dollars (\$10,000) per month, and a ninety (90) day elimination period. Once an individual qualifies for Long-term Disability, at the conclusion of that specific school year, that individual will become inactive and thus is no longer considered an employee of the Lake Central School Corporation. If that individual, at some point, no longer qualifies for Long-term Disability they may re-apply for any position in Lake Central in which they are certified and proceed through the interview process.

#### **F. Section 125 of the Internal Revenue Service 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. Retirement Procedures

1. 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.
2. 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.
3. In the event of death of a contracted teacher who is fifty (50) years of age or over, with twenty (20) year's 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.

### B. Teachers with ten years' experience with LCSC as of June, 2004 (Buy-Out Plan)

#### 1. Covered Group and Benefits

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. Teachers in the Buy-Out Plan group will receive seventy dollars (\$70) for each unused sick leave day that is accumulated above the total accumulated as of July 1, 2015.

#### Example:

Total # days accumulated as of June 30, 2015	200 x 50 = \$10,000
Total # days accumulated at retirement	278
Less # days at June 30, 2015	<u>-200</u>
	78 x 70 = \$ 5,460
Total supplemental retirement benefit:	<u>\$15,460</u>

## 2. Method of Payment

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

3. Teachers in this program also receive a one-time contribution to their individual VEBA and 401 (a) accounts in July 2005.
4. Beginning with the 2019-20 school year, these teachers will, in addition to their contracted salary, receive an on-going contribution of 3% of their base salary at the end of the school year. The LCTA and the Administration agree the 3.00% contributions will be apportioned with .50% deposited into the VEBA and 2.50% deposited into the 401(a).

### C. Other teachers employed with LCSC during the 2003-2004 school year (Ongoing Plan)

1. 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, had 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 July 15, 2005.
2. Beginning with the 2019-20 school year, these teachers will, in addition to their contracted salary, receive an on-going contribution of 3% of their base salary at the end of the school year. The LCTA and the Administration agree the 3.00% contributions will be apportioned with .50% deposited into the VEBA and the 2.50% deposited into the 401(a).
3. Beginning with the 2015-16 school year, these teachers, if 55 years of age or over, are eligible for Indiana Teacher Retirement and who have ten (10) 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 seventy dollars (\$70) for each unused sick leave day banked from July 1, 2015. The sick day total to be used in the calculation will be the amount accumulated at retirement minus the amount accumulated as of June 30, 2015. Retirement benefits shall be paid in the teacher's last school year to a 401 (a) plan account.

### D. Teachers hired by LCSC after the conclusion of the 2003-2004 school year (Ongoing Plan)

1. Those teachers described above in Section C 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); except that beginning with the 2019-20 school year, the on-going contribution rate will be 3.00% of their base salary, apportioned with .50% deposited into the VEBA and 2.50% deposited into the 401(a). Teachers will be fully vested in the program after ten (10) years of experience in the School Corporation.
2. These retirement benefits are now similar to the benefits described above in Section B with the exception of the age at which a teacher qualifies. Beginning with the 2015-16 school year, these teachers, if 55 years of age or over, are eligible for Indiana Teacher Retirement and who have ten (10) 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 dollars (\$2000), plus seventy dollars (\$70) for each unused sick leave day from July 2015 forward. The sick day total to be used in the calculation will be the amount accumulated at retirement minus the amount accumulated as of June 30, 2015. Retirement benefits shall be paid in the teacher's last school year to a 401 (a) plan account.

**E. Additional information that applies to teachers in C and D above:**

Since 2004, teachers who had less than 10 years at LCSC and those hired after July, 2004 have been receiving 1.25% (changing to 3.00% in 2019-20) of their salary contributed to their 401a/VEBA accounts while veteran teachers described in Section B above, until 2015-2016, did not receive that contribution to their 401a/VEBA accounts. It is for this reason teachers who have accumulated days prior to the 2015-2016 school year will be compensated for their days at retirement using the calculation described in Section B above.

Example: Teacher has taught for ten years and has 35 days in his accumulated sick bank as of June 30, 2015. He teaches for twenty more years and at retirement has a total accumulation of 235 days. The sick day benefits paid to his 401a will be calculated as follows:

Total # days at retirement:	235
Less # days accumulated as of 6.30.15:	- 35
Net:	200
Multiplied times \$70 per day	\$14,000

**F. Retirement Insurance Program**

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:

1. 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
2. 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 (age 65), 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 healthcare coverage.

### **Forfeiture Policy for teachers who are not vested**

If a teacher is a member of **C** or **D** (above), and his/her employment is severed due to a reduction in force, special provisions regarding forfeiture will apply. In order to protect any teacher who may be rehired after being part of a Reduction in Force, VEBA and 401 (a) accounts will not be forfeited until September 1<sup>st</sup> of the subsequent school year.

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

The School Corporation shall contribute to a voluntary employee's beneficiary association (VEBA) as described in section 501(c)(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. 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 spouse or dependent children (or other dependents as defined by the IRS), will be able to use the remaining funds in the account for their eligible health care expenses. If the employee has no surviving spouse or dependent(s), any remaining funds will be forfeited. NOTE: IRS Revenue Ruling 2006-36 does not permit the payment of benefits to non-dependent heirs in the event a deceased participant has no surviving spouse or dependent(s).
4. If an employee resigns 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) 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.

### **Article VII: Co-Curricular and Extra-Curricular Stipends**

#### **A. Co-Curricular**

#### **CO-CURRICULAR STIPENDS**

<b>Band/Chorus</b>	<b>2020-2021</b>
	<b>Stipend/Amount</b>
6th Grade Band (Summer & Fall) Band (Middle)	1,675.00
Chorus – H.S.	6,700.00
Chorus – Middle School	3,350.00
Band – H.S.	8,375.00
Band Assistant – H.S.	3,350.00
Summer <b>Marching</b> Band – H.S.	3,015.00
Fall Marching Band – H.S.	3,015.00
Band – Middle School (Jazz/ISSMA)	3,350.00
Musical Choir & Programs – Elementary	500 per program
Color Guard/Winter Guard-HS	9,203.00
<b>Media/Performing Arts</b>	
Newspaper – H.S.	3,000.00
Yearbook-H.S.	3,000.00
DigitalYearbook - M.S.	400.00
Broadcasting/LCTV– H.S.	3,000.00
Art Club - Elementary	335.00
Art Shows	110 each
ESL Coordinator	5000.00
Dean of Students	5000.00

B. Extra-Curricular Compensation Stipends

**EXTRACURRICULAR COMPENSATION STIPENDS  
SCHEDULE OF ADDITIONAL PAY FOR SPECIAL NEEDS**

For some extracurricular positions, the number of positions is included for informational purposes only. The number of positions has not been bargained and cannot be bargained in any future collective bargaining agreement.

All extracurricular compensation as listed is based on the completion of the assignment. Interruptions of duty will result in prorating of pay to cover the period worked.

<b>SPORTS AND SPORT RELATED</b>	<b>2020-2021 STIPEND/AMOUNT</b>
Middle School Athletic Coordinators - 1 each	6,700.00
Weight Training Coach/Proj Coor – H.S	15,075.00
<b>Basketball</b>	
Boys Head – H.S.	9,271.00
Girls Head – H.S.	9,271.00
Boys/Girls Assistant – H.S.(2)	6,030.00
Boys/Girls – Freshmen	5,360.00
Boys/Girls Assistant – Freshmen	4,020.00
Boys/Girls – M.S. 7/8 - 2 each	4,020.00
Boys/Girls Assistant – M.S.	2,600.00
Boys/Girls B Team Assistant (MS - as needed)	2,600.00
<b>Baseball</b>	
Head Varsity - H.S	6,700.00
Assistant Varsity – H.S.	5,025.00
Head J.V. – H.S.	5,025.00
Freshmen Head – H.S.	4,690.00
<b>Football</b>	
Head – H.S	15,000.00

Assistant – H.S. (5)	6,030.00
Freshmen Head – H.S.	5,695.00
Freshmen Assistant – H.S. (3)	5,360.00
Middle School 7/8	4,020.00
Assistant M.S.	2,177.50
<b>Golf</b>	
Boys – H.S.	5,025.00
Assistant Boys-H.S	2,000.00
Girls – H.S.	3,768.75
Assistant Girls – H.S	2,000.00

	<b>2020-2021</b>
<b>Gymnastics</b>	<b>Stipend/Amount</b>
Gymnastics H.S	5,695.00
Assistant Gymnastics H.S	4,020.00
Gymnastics Middle School	2,500.00
<b>Soccer</b>	
Boys/Girls Head – H.S.	6,030.00
Boys/Girls Assistant – H.S.	4,690.00
Boys/Girls C-Team– H.S.	4,690.00
<b>Softball</b>	
Head Varsity H.S	6,700.00
Assistant Varsity H.S	5,025.00
Head J.V. H.S	5,025.00
<b>Swimming</b>	
Boys/Girls Head – H.S.	7,370.00
Boys/Girls Assistant – H.S.	5,360.00
Diving – H.S.	5,360.00
Assistant Diving – H.S.	2,680.00
<b>Tennis</b>	
Boys/Girls – H.S.	5,025.00
Boys/Girls Assistant – H.S.	3,350.00
<b>Track (Indoor and Outdoor)</b>	
Boys/Girls Head – H.S.	6,700.00
Boys/Girls Assistant – H.S.	4,690.00
Boys/Girls – M.S. 1 each	2,680.00
Boys/Girls - Assistant M.S. 1 each	2,010.00
<b>Cross Country</b>	
Boys/Girls – H.S.	5,695.00
Boys/Girls Assistant – H.S.	3,685.00
Boys/Girls – M.S. 1 each	3,015.00
Boys/Girls Cross Country Asst - M.S. (as needed)	900.00
<b>Volleyball</b>	
Head – H.S.	5,695.00
JV/Assistant – H.S.	4,690.00
JV – H.S	4,690.00
Freshmen – H.S	3,685.00
Head – Middle School 7/8 - 2-each	3,685.00



<b>Wrestling</b>	<b>2020-2021 Stipend/Amount</b>
Head – H.S.	7.370.00
Varsity Assistant – H.S.	5.360.00
Junior Varsity – H.S./Freshmen	4.355.00
Freshmen Assistant – H.S.	3.685.00
Skin Fold Measurement – H.S	335.00
Middle School - 1 each	3.685.00
Assistant Middle School - 1 each	3.015.00
<b>Cheerleading</b>	
Cheerleading – H.S.	4.690.00
Cheerleading Varsity Assistant – H.S.	3.015.00
Freshman Cheerleading.	2.847.50
Cheerleading Middle School - 1 each	2.847.50
<b>Dance</b>	
Poms – Middle School - 1 each	2.345.00
Centralettes – H.S.	2.010.00

**ACADEMIC/EXTRACURRICULAR/STUDENT SERVICES ACADEMIC**

<b>Academic Coaches</b>	<b>2020-2021 Stipend/Amount</b>
Academic Super Bowl (H.S./M.S.) 1 each	2,345.00
Academic Super Bowl Assistant – (H.S)	670.00
Business Professionals of America (H.S.)	2,345.00
Future Problem Solving – M.S.	2,345.00
Science Olympiad (H.S./M.S.) 1 each	2,345.00
Science Olympiad Assistant (H.S./M.S.) 1 each	670.00
Student Government –(H.S./M.S.) 1 each	1,340.00
Hoosier Spell Bowl (H.S./M.S.) 1 each	1,340.00
Hoosier Spell Bowl Assistant – M.S.	335.00
Spell Bowl 5th grade 2 each	600.00
Math Counts – M.S. - 1 each	1,340.00
Math Bowl 5th grade 2 each	600.00
Elementary Spell Bowl - 2 each	600.00
Elementary Math Bowl 2 each	600.00
Student Council - MS/HS	1,340.00
Student Government - EL 2 each	670.00
Publications – M.S. - 1 each	1,005.00

<b>Class Sponsors</b>	
Grade 9 (2)	837.50
Grade 10 (2)	1,005.00
Grade 11 (2)	1,340.00
Grade 12 (2)	1,340.00
<b>Media/Performing Arts</b>	
Photography Coordinator-HS	670.00
Art Club – H.S.	1,005.00
Debate - HS	3,015.00
Rune - HS	1,340.00

<b>Band/Music</b>	<b>2020-2021 Stipend/Amount</b>
Drumline H.S (Winter)	4,522.50
Choir Accompanist – M.S. (Kahler)	90.00
Grade 5 Music Program (Clark/Kahler)	1,005.00
<b>Play</b>	
Choreographer – H.S.	837.50
Choreographer – Choral H.S.	1,675.00
Fall Play Director – H.S.	3,852.50
Fall Play Assistant – H.S.	2,512.50
Musical Play Director – H.S.	5,862.50
Musical Play Assistant – H.S.	2,847.50
Musical Director – Play – Instrumental – H.S.	1,340.00
Musical Director – Play – Vocal – H.S.	1,340.00
Freshmen Play – H.S	3,852.50
Freshmen Play Assistant – H.S	2,546.00
Play Director – M.S - 1 each	2,010.00
Play Assistant – M.S - 1 each	1,005.00
Summer Theatre – H.S.	5,025.00
Summer Theatre Assistant – H.S.	5,025.00
<b>Clubs</b>	
Academic Letterwinners – H.S	1,340.00
Astronomy – H.S	670.00
Best Buddies – H.S	2,000.00 Split by sponsors
Chess – H.S./M.S. - 1 each	1,340.00
Chess Asst – M.S.	670.00
Chess Club - EL	670.00
Dollars for Scholars – H.S	1,100.00
Ecoteens M.S. – Clark	670.00
Elementary Chess Club	670.00
Friendship Club – M.S. - 1 each	1,005.00
Future Medical Prof – H.S.	670.00
Fitness Club Grade 5 – M.S. 1 each	670.00
Fitness Club Assistant Grade 5 – M.S. - 1 each	335.00
Grade 5 Cooking Club - M.S. - 1 each	670.00
Help Club - M.S. - 1 each	670.00
Interact - H.S	1,675.00
International Thespian Society – H.S	2,000.00
Junior Honor Society – M.S. - 1 each	1,005.00

	<b>2020-2021</b> <b>Stipend/Amount</b>
N-Teens – H.S (winter formal)	2,010.00
N-Teens Assistant – H.S	670.00
National Honor Society – H.S.	1,340.00
Paws for a Cause – (Clark)	500.00
Science Show - EL (pd 1/2 day off for set up)	100.00
Robotics - HS	2,345.00
Robotics - MS	1,340.00
Robotics - EL	800.00
<b>Student Services</b>	
Auditorium Coordinator – H.S.	1,675.00
<b>Department Chairs</b>	
Department Chair Stipend	4,483.60
Department Chair Allowance per member of department (excluding special education staff, fifth grade staff and themselves)	75.00
School Improvement Chair (new title) - HS	1,005.00
<b>Mentor Teacher</b>	500.00
<b>Unified Sports</b>	
Football Head Coach - HS/MS	2,000.00
Football Assistant Coach - HS/MS	1,500.00
Track Head Coach - HS/MS	2,000.00
Track Assistant Coach - HS/MS	1,500.00
Special Olympics Basketball - MS/HS 2 each	806.78
Special Olympics Bowling - MS/HS	695.50
Special Olympics Track/Field - MS/HS	1,724.84
<b>Miscellaneous</b>	
LC Sponsored Summer PD	\$50.00/day

## Article VIII: 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:

Ratification Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

#### For the Board:

Board Approval Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_