AGREEMENT

BETWEEN

THE LAWRENCEBURG FEDERATION OF TEACHERS

AND THE

LAWRENCEBURG COMMUNITY SCHOOL CORPORATION

2016-2017

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ARTICLE I DEFINITIONS

- A. The term "bargaining unit" when used in this contract shall refer to and include all certificated school employees who possess a Professional Educator's License except for: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Director of Student Services, Athletic Directors and Substitute Teachers.
- B. The term "School Corporation" when used in this contract, shall refer to the Lawrenceburg Community School Corporation of the County of Dearborn of the State of Indiana.
- C. The term "Board" when used in this contract shall refer to the Board of School Trustees of the School Corporation and shall include officers, representatives, and agents authorized to act in their behalf.
- D. The term "Federation" when used in this contract shall refer to the Lawrenceburg Federation of Teachers, Local #3160, AFT, AFL-CIO, and shall include officers, representatives, and agents authorized to act in their behalf.
- E. The term "Parties" shall refer to the Board and the Federation.
- F. The term "teacher" when used in this contract shall refer to all members of the bargaining unit.
- G. References of gender in this contract, whether male or female, shall include all individuals regardless of gender, unless the specific context indicates otherwise. The singular shall include the plural.
- H. The term "actively employed" when used in this agreement shall mean the teacher is not on leave status, but is in attendance at his/her regularly scheduled contractual responsibilities on a reliable and regular basis.

RECOGNITION

The Board hereby recognizes the Federation as the exclusive representative for all teachers for the purpose of collective bargaining and discussions as provided in I.C. 20-29.

ARTICLE III PAID LEAVES

A. Sick Leave

- Each teacher shall be granted ten (10) days sick leave each year. Those teachers who commence
 employment after the opening of the regular school year shall be granted a proportionate allotment
 of sick days.
- 2. Sick leave days and Personal Days (Sub-section B.1 of this Article), if unused, shall accumulate as sick leave up to a maximum of one hundred seventy (170) days.
 - a. If a teacher has accumulated one (1) or more sick days in another Indiana school corporation, these shall be added to his sick leave, for his second year and each succeeding year, up to three (3) sick days until the accumulated days to which the teacher was entitled in his last employment are exhausted. Teachers who have previously taught at LCSC, left and are returning will accumulate all previous LCSC and other school corporation sick days in the same manner as described in the previous sentence.
- 3. All absences covered by sick leave may be used and will be assessed on either a half-day (½) or a whole day basis.
- 4. Sick days may be used for personal medical or dental appointments, and/or the illness of the teacher, spouse, parent, child (foster, step, and/or exchange student), or live-in relative.
- 5. Each teacher whose sick and personal leave accumulation has exceeded the maximum as defined above, shall be compensated at the rate of Seventy Dollars (\$70.00) per day. The calculation will be applied at the end of each school year. Such compensation shall be paid to the teacher's 401(a) account on or before August 1st.
- 6. The annual grants as defined in Sections A 1 and B 1 of this Article shall be added to the teacher's accounts at the start of each school year.
- 7. Sick leave days accumulated by a teacher prior to any leave of absences under terms of this contract shall be credited to the teacher upon return.

B. Personal Leave

- 1. Teachers shall be granted three (3) days of personal leave with pay per school year for use as follows:
 - Personal leave days are to be used for the transaction of personal business or the conduct of personal or civic affairs which cannot be scheduled outside of regular working hours.
 - b. Notification of personal business leave shall be made two days prior to such leave except in cases of emergency.
 - c. The teacher's reason for taking personal leave need only be to state that he/she is taking it for personal business unless the day immediately precedes or follows an extended school break or holiday (not including typical two day weekends) in which case a reason must be provided. In the case of an extension of a break or holiday as listed above, the Superintendent may restrict the use of the day as long as it does not prohibit the legitimate use of the day as listed in the above subsection a.
- 2. Personal leave may be used and will be assessed on either a half-day (½) or a whole day basis.
- 3. Those full time teachers who commence employment after the beginning of the regular school year shall be granted a proportionate amount of personal business days.
- 4. At the conclusion of the school year, all unused personal days shall be transferred to the individual's sick leave accumulation and made part of that accumulation.

C. Bereavement Leave

- In cases of death in the immediate family, a teacher shall be entitled to be absent without loss of compensation for not more than five (5) school days within seven (7) calendar days beyond the death. In case of extenuating circumstances, the Superintendent may adjust the seven (7) calendar days. Immediate family is defined as by blood or marriage: mother, father, husband, wife, child(ren), brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, or relative living in the household of the teacher.
- a. In cases of death in the family, a teacher shall be entitled to be absent to attend the funeral, without loss of compensation, for not more than two (2) school days within four (4) calendar days beyond the death. In case of extenuating circumstances, the Superintendent may adjust the four (4) calendar days. Family is defined as niece, nephew, brother-in-law, sister-in-law, aunt or uncle, and first cousin.
 - Additional days may be granted at the discretion of the Superintendent in cases of extenuating circumstances.

D. Professional Leave

- 1. Professional leave days may be granted to each teacher for such purpose(s) as attending or participating in educational workshops, seminars, conferences, or for visitations to other school corporations or educational institutions for the purpose of observing educational techniques that will further improve the instructional program of the Corporation.
- Each request shall be submitted, in writing, to the Principal at least three (3) calendar days prior to the date of the requested leave. The request shall include a definite statement of specific content and value of the requested leave to the Corporation as well as the teacher.
- 3. The request may include reimbursement of necessary expenses incurred by the participants. The teacher will be notified as to reimbursement if and when such leave is granted.

 In the event that reimbursement of expenses is granted, such reimbursement shall be made within ten (10) days of the Board meeting following the teacher's submission of itemized expenses and receipts.

E. Federation Leave

The Lawrenceburg Federation of Teachers shall be granted five (5) days to be used by the Federation President or designee, for federation business only.

F. Jury Duty/Public Witness

When employees are subpoenaed to serve on a jury or as a witness to a criminal or civil case, the employee will receive the full amount of his/her regular salary and turn over the warrant for serving on the jury to the Treasurer of the Lawrenceburg Community Schools. Any court leave for personal family business will be evaluated on a case by case basis.

G. Court Leave

Court leave with pay shall be granted to teachers for the time necessary to make appearance in court proceedings resulting from activities relating to the teacher's employment with the School Corporation. Such leave shall be of no effect in cases that are initiated by or for a teacher against the Board and/or Corporation.

H. Pay During School Closing

Paid leaves will not be deducted from any contractual allowance when those days fall on any day(s) that school is closed because of an emergency.

I. Personal Injury Leave

Absence due to injury incurred in the course of the teacher's employment shall be charged against the teacher's sick leave days on a proportionate basis when said teacher is collecting Workmen's Compensation. The Board shall pay to such teacher his/her salary and benefits when Workmen's Compensation expires and charge such to his/her sick leave days.

J. Maternity Leave

All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. However, the teacher is not entitled to take her accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties.

Those teachers on Pregnancy Leave shall have any sick days used during Pregnancy Leave deducted from the accumulation.

K. Sick Leave Bank

The corporation agrees to the establishment of a Sick Leave Bank in accordance with the provisions stated below:

The purpose of the Voluntary Sick Leave Bank (hereafter referred to as the Bank) is to provide sick leave to contributors to the Bank after their accumulated sick leave has been exhausted--and more specifically to provide such leave from the Bank in case of prolonged illnesses. The Bank rules and guidelines are as follows:

I VOLUNTARY SICK BANK COMMITTEE

- The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Business Office of the Lawrenceburg Community Schools will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as these rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Voluntary Sick Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:
 - Superintendent of Schools of the Lawrenceburg Community Schools or his/her designee.
 - b. President of the Lawrenceburg Federation of Teachers or his/her designee.
 - One Lawrenceburg Community Schools administrator. This member is to be appointed by the Superintendent of Schools.
 - d. Two- bargaining unit members. These members are to be appointed by the Federation President. Effort should be made with these appointments to provide bargaining unit representation from the elementary and secondary levels.
- 2. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- One of the bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The LFT President will designate the chairperson prior to the first meeting of the SBC.
- 4. The SBC will be responsible for developing the forms needed to operate the Bank.

II EFFECTIVE DATE

- The effective date of the Bank will be the first contract day of the current school year, Enrollment in the Bank by bargaining unit members will begin April 1 of the preceding school year and end on September 30 of the current school year, or only during the first four (4) weeks following the first day of employment for any licensed personnel employed after September 30.
- 2. The Bank will become operational only after 40% or more of the members of the bargaining unit have shown their willingness to participate in the Bank by contributing the individually required number of days to the Bank. The individually required number of days is set forth in Rule IV-3.

III MEMBERSHIP

 The Bank shall be established for all bargaining unit members of the Lawrenceburg Community Schools who indicate their desire to participate by contributing the individually required number of days as indicated in Rule IV-3.

IV GUIDELINES

The Bank shall be administered by the SBC in accordance with the following provisions:

- The Bank may be used only by the individual contributor for his or her sick leave.
- Days from the Bank may be used only for those work days that the individual contributor is employed under a Regular Teacher Contract.
- 3. Any person desiring to participate in the Bank will initially donate one (1) day of his accumulated sick leave to the Bank. If a teacher who has previously taught at LCSC, left and returns had previously contributed a day to the sick bank, they will retain their status and do not need to contribute an additional day. Additional days will be requested by the SBC as required by Rule IV-4.
- 4. If the number of days in the Bank falls below fifteen (15) days prior to May 1 of any year, each participant will be required to donate one (1) additional day of his accumulated sick leave to the Bank. If a member has used all his sick leave, the additional day will be donated as soon as new sick leave is granted.
- 5. All days, once donated to the Bank, become the property of the Bank.
- 6. The maximum dollar expenditure during the contract year will be \$31,000.00. If this amount is reached at any time during the contract year, the Bank will cease to operate for the remainder of the contract year.
- 7. All requests to receive grants from the Bank must be submitted in writing to the SBC on the prescribed Form SBC-1. The earliest effective date shall be the date that Form SBC-1 is received by the SBC. (Appendix C)
- 8. Any person submitting a request to use the Bank must have made his proper contribution and meet all eligibility requirements. If a person is physically unable to submit the Form, the Form may be submitted by a proxy.
- 9. A person will not be able to withdraw days from the Bank until his own accumulated sick and personal day leave is depleted.
- 10. Days granted from the Bank can only be used for extended illness or disability, not including normal pregnancy (not extenuating circumstances). (The SBC will generally consider an extended illness one that involves ten (10) or more working days.)
- 11. Periodic reviews by the SBC of all Bank use will be made. No use may extend more than thirty (30) working days.
- 12. Days granted from the Bank may not be granted for the period of disability when monies are paid to the employee under the Workmen's Compensation Law or Long Term Disability.
- 13. Days granted will be reimbursed at a rate equal to the per diem rate of pay on the adopted salary schedule for the individual granted the days.

14. The SBC will review and present to the Lawrenceburg Community Schools Business Office approval or denial of all requests to draw on the Bank within ten (10) working days after such request is received by the Committee. This information should be received by the Bookkeeping Department on the same day the service records are received from the building principals. The Committee will also make its decision known to the applicant within this ten (10) day period.

V APPEAL BOARD

- 1. An Appeal Board will be established composed of the following six (6) persons:
 - a. The Superintendent of the Lawrenceburg Community Schools or his/her designee.
 - b. The Federation President or his/her designee.
 - Four (4) members will be appointed--two (2) each by the Superintendent of Schools and the Federation President.
 - d. No appointed member of the SBC may at the same time be a member of the Appeal Board.
- 2. The Superintendent or his/her designee will act as chairperson of the Appeal Board.
- 3. If a request for use of sick leave days is denied by the SBC, then the applicant may appeal the Committee's decision to the Appeal Board within ten (10) working days after the denial. Any decision by the Appeal Board must be by a majority vote. A tie vote will automatically support the SBC decision. All decisions of the Appeal Board are final and binding.
- 4. The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.
- 5. The Voluntary Sick Leave Bank is excluded from the Grievance Procedure. In the event that an individual is approved for payment by the SBC and/or the Appeal Board and does not receive such payment, that person may file a grievance. All conditions of the Sick Leave Bank must be strictly followed.

VI MEMBERS AGREEMENT

- A member shall be required to furnish a medical report from a licensed physician at any
 time before or during the time of use of the Leave Bank. The medical report will be at the
 member's expense. The SBC will review each case as required. The SBC reserves the
 right, if necessary, to limit the number of days granted.
- Members in good standing who have borrowed days from the Sick Leave Bank shall repay days to the Bank under the following guidelines:
 - a. A member shall repay days to the Bank as indicated below:
 - i No days shall be repaid for one (1) or two (2) days borrowed;
 - ii One (1) day shall be repaid for three (3) to five (5) days borrowed;
 - iii Two (2) days shall be repaid for six (6) to eight (8) days borrowed;
 - iv Three (3) days shall be repaid for nine (9) to eleven (11) days borrowed;
 - v Four (4) days shall be repaid for twelve (12) to fourteen (14) days borrowed:
 - vi This pattern shall continue for fifteen (15) or more days borrowed.

- b. A member shall repay days to the Bank at the rate of two (2) days per year, unless there is only one (1) day to be repaid.
- If a member of the Bank terminates employment with Lawrenceburg Community Schools, then days remaining to be repaid to the Bank will be waived.

Repayment will begin with the school year immediately following withdrawal of days from the Bank.

3. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank shall, as a condition to such application, agree in writing substantially as follows:

"I voluntarily acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the case of an appeal, the Appeal Board, and that all decisions of the Sick Bank Committee or the Appeal Board will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Lawrenceburg Community Schools, The Corporation Board of Trustees, The Lawrenceburg Federation of Teachers, the Sick Bank Committee, the Appeal Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with a respect to a decision made by any of them concerning this application."

4. When an employee donates days to the Bank, he agrees to the above stated Rules for administration of the Bank and agrees to abide by the stated Rules.

VII ANNUAL REPORT

 An annual report of the Sick Bank will be presented at an executive meeting of the Federation.

FAMILY AND MEDICAL LEAVE ACT

Teachers shall have the right to both the applicable contractual leaves and the appropriate designated benefits provided by the Family and Medical Leave Act (FMLA). Such leave(s), if applicable, shall be taken concurrently. Any provision of this Contract which restricts any mandatory leave and/or mandatory benefit(s) of the FMLA will not have any effect for any school employee who has a right to leave and/or benefit under the Act. The school corporation may require the school employee to verify and/or certify any information which an employer may require under the FMLA, and it may further elect any option available to it under the Act for any leave or benefit for which a school employee qualifies for under the FMLA but for which the school employee is not entitled under the specific language of the Contract.

For record keeping purposes, the twelve (12) month period for FMLA shall be measured forward from the date any employee's first FMLA leave begins.

Teachers who are granted leave under FMLA shall execute a Regular Teacher Contract with the Corporation.

Teachers granted leave under FMLA shall, at the conclusion of said leave, be returned to a teaching position for which he/she is certified.

If a leave granted under FMLA extends into part of a school year, the teacher shall accumulate sick leave for that year in proportion to the number of days that teacher is paid during that year for work or leave.

If a teacher who was granted leave under this Article wishes to continue hospitalization insurance during the period when there is no compensation it shall be the responsibility of the teacher to make arrangements in advance with the business office to continue such hospitalization insurance at the individual's expense. A failure to make and follow through with such advance arrangements will result in the individual being dropped from the group plan.

ARTICLE V COMPENSATION

A. SALARY

The parties agree that the compensation model, attached hereto as Appendix A, shall constitute the appropriate compensation for which teachers will be paid.

- 1. The pay of each teacher shall be direct deposited into an account of the teacher's choice on alternate Fridays in twenty-six (26) equal (gross pay) checks with the following exceptions:
 - (a) The last check may be slightly different in order to accommodate odd cents resulting from the division.
 - (b) Pay information will be available for viewing after 6:00 am on the pay date.
 - (c) If the designated Friday is a bank holiday, pay will be conducted on the preceding day when the bank is open.
 - (d) Teachers shall receive all remaining monies due for the regular school year on the first pay day following July 1st of that school year.
 - (e) Teachers who plan to have more than 5 unpaid days will be paid at their daily rate only for days actually worked; i.e. - their final check would be the check immediately following the end of the school year and they may only get a partial check (or no check) during scheduled breaks.

B. EXTRA DUTY ASSIGNMENTS

The parties agree that the Extra Duty Assignment Schedule, attached hereto as Appendix B shall constitute the pay for such assignments during this contract.

- 1. The Board shall have the right to determine if a position is to be filled or left vacant, and, in the case of extended contracts, the number of days extension.
- 2. The stipends for all year long Extra Duty Assignments will be paid in twenty-six (26) approximately equal payments. In the event that the teacher does not perform such extra duty contracted for, the amount of overpayment shall be deducted from the teacher's remaining paycheck(s). In the event that such remaining paycheck(s) will not reimburse the School Corporation in full for such overpayment, the teacher shall pay the Corporation such amount within ten (10) days of his final scheduled pay date. Seasonal ECA stipends will be paid in two (2) approximately equal installments; within 1 full pay cycle from start of activity and end of season, with the exception of Head Coaches who are full-time LCSC employees.
- C. Teachers who teach classes offered without credit shall be paid an hourly stipend of:

0-4 years teaching experience.	\$32/hour
5-9 years teaching experience.	\$33/hour
10-14 years teaching experience.	\$34/hour
15-19 years teaching experience.	\$35/hour
20-24 years teaching experience.	\$36/hour
25 and more years teaching experience	\$37/hour

D. NON CONTRACTED TIME PROFESSIONAL DEVELOPMENT REIMBURSEMENT

	(<u>total pay</u>)
1-2 hours	\$25
3-4 hours	\$50
5-6 hours	\$75
7 or more hours	\$100

E. TUITION REIMBURSEMENT

A certified employee of the Lawrenceburg Community School Corporation whose child is eligible as a transfer student on a cash transfer basis to the Lawrenceburg Community School Corporation pursuant to IC 20-26-11-6 may apply for transfer tuition reimbursement from the School Corporation as follows and be given priority consideration if all criteria are met with satisfaction. Upon payment in full by the certified employee of the school corporation to the School Corporation of transfer tuition as required by state law, the School Corporation shall pay a benefit to such School Corporation employee in an amount equal to the transfer tuition payment as permitted by law after deducting applicable taxes, subject to the following:

- 1. Such benefit shall terminate immediately at the School Corporation's discretion
 - a. If the State Board of Accounts or other regulatory agency of the School Corporation takes exception to such benefit or
 - b. To the extent such benefit contradicts federal, state and/or local law.
- 2. Such benefit is only valid if capacity allows and all criteria of the transfer tuition policy and guidelines are met with satisfaction.
- 3. All provisions of IC 20-26-11-1 et seq. shall apply along with federal and other laws.
- 4. This applies to teachers covered under the collective bargaining agreement.

F. PART TIME EMPLOYEES

The Board may hire teachers on a part time basis. Any teacher employed by the Board on less than a full time basis (1 FTE) shall receive salary on a prorated basis in proportion to the percentage of one full time equivalent (1 FTE) for which the teacher is employed. This teacher shall not be entitled to any additional benefits, such as, all insurance, 401(a) contributions, with the exception of 1 personal day and 1 sick day (except those required by law). The Board agrees that this is not intended to be used to fill a full time position with two part time employees. Any teacher moving from a full time position to a part time position will receive prorated benefits.

ARTICLE VI RETIREMENT BENEFITS

A. Teachers in the Lawrenceburg Community School Corporation, upon retirement, shall be paid \$270.00 per year for each year of service in the Lawrenceburg Community School Corporation; and for unused accumulated sick leave at the rate of seventy (\$70.00) dollars per day. The Corporation shall contribute the calculated amount to the teacher's 401(a) retirement account.

OTHER PROVISIONS

- a. A teacher must be at least fifty (50) years of age to receive any Corporation retirement benefits
- Staff members eligible for benefits under this plan shall notify the Superintendent of Schools in writing prior to January 1 of the year in which the teacher severs employment. Teachers will leave only at the end of a school year. Anyone who misses this deadline may still sever employment with the understanding that their compensation may be delayed until January of the following year.
- c. Payment shall be made on the first payday after the last day of employment.
- B. The teacher may continue under the group Medical Insurance plans offered by the Corporation until the teacher is eligible for Medicare. Such coverage is at the teacher's own expense. Arrangements for such insurance must be made with the Corporation's Business Office, in advance, and is subject to the approval of the insurance carrier(s). In order to provide such insurance on a tax-free basis, upon the written request of the teacher, the Corporation will deduct the insurance premium from the compensation due (up to the amount of the premium) and pay to the teacher the remaining amount, if any.

C. RETIREMENT SAVINGS PLAN

- a. Each employee shall have the option of investing in the 403(b) plan up to the maximum allowable under Federal law. The Board shall match such employee contribution on a dollar for dollar basis up to three percent (3%) of the individual employee's regularly scheduled base salary:
- b. The employer shall deposit employer contributions for each employee into an individual account for the employee in the tax-deferred annuity program selected by the Lawrenceburg Federation of Teachers. Such deposits shall be made on a monthly basis.
- c. School employees will have the option of continuing to invest their dollars in tax-deferred annuities for which money is already being deducted from the employee's salary, if any.
- d. Once contributions are made by the employee, all assets of the accounts become the property of the employee and, in the event of death, his/her designated beneficiaries or, lacking same, estate. Contributions made by the employer on behalf of the employee become the property of the employee after 5 years of service from the date of hire. If the employee leaves prior to 5 years from their hire date, they forfeit the employer's contribution back to the school corporation.

INSURANCE

A. HOSPITALIZATION AND MEDICAL

Each teacher may elect to participate in the Corporation's Group Insurance Plan at a minimum cost of one dollar (\$1.00) per year and may elect either employee-only coverage or family coverage:

- 1. The benefit plan shall be the benefit plan in effect on the signing date of this agreement.
- 2. The carrier can be changed only by mutual consent of the parties.
- 3. If a teacher elects single membership coverage, beginning with the January premium, the Corporation shall contribute 100% of the premium up to a maximum \$5,200 of the premium cost or the full premium cost less one dollar (\$1.00), whichever is less.
- 4. If a teacher elects employee/spouse, employee/child, or family membership coverage, beginning with the January premium, the Corporation shall contribute 100% of the premium up to a maximum \$,6,600 of the premium cost or the full premium cost less one dollar (\$1.00), whichever is less. If two teachers are covered by the same family enrollment, then the contribution of the Corporation shall be doubled, not to exceed the full premium cost.
- 5. Teachers who do not elect to participate in the medical/dental insurance for the year (Jan. thru Dec.) will receive a \$160.00 deposit into their 401(a) account in December. A teacher must have had 12 months continuous employment without insurance participation to be eligible.
- 6. Teachers who are employed for less than the full school year shall receive the employer's contribution with pro-ration on a twelve month year. Teachers on leave shall receive pro-ration for the summer months, while teachers hired to replace them shall not.

B. DENTAL INSURANCE

Each teacher participating in Section A of this Article is eligible to participate in the Dental Insurance Program.

- 1. The Corporation shall pay the single benefit premium for each participating member of the unit, not to exceed \$100.00 per year. A payment of one dollar (\$1.00) of the above amount shall be made by the participant.
- 2. Family membership may be elected; however, the total payment made by the Corporation shall be limited to the amounts described in sub-section 1 of this section.

C. LIFE INSURANCE

The Corporation shall provide on a fully paid basis (less one dollar (\$1.00) paid by each member of the unit) fifty thousand dollars (\$50,000.00) of term life insurance, with double indemnity in case of accidental death, for each member of the unit choosing to participate in such a plan.

D. INCOME PROTECTION

- The Corporation shall provide on a fully paid (less \$1.00) basis a Group Long Term Disability Program.
- 2. This Plan will require a ninety (90) day qualifying period.

UNION RIGHTS

A. DUES DEDUCTION

The Corporation hereby agrees to deduct the dues of the local union upon the receipt of written authorization for such deduction by a teacher.

- 1. The annual union dues shall be deducted from the checks of teachers in approximately equal installments beginning with the first pay in September. No later than two (2) weeks prior to the first pay in September, the Treasurer of the Union shall submit to the Business Office the membership form for each deduction and a letter stating the number of deductions to be made during the contract year.
- 2. The proceeds of such deductions shall be forwarded to the Treasurer of the union no later than four (4) calendar days after the deductions were made.
- 3. The union agrees that they will save the Board and Corporation harmless from any Suit, complaint or liability for any action taken or not taken in reliance on information supplied by the union.
- 4. It is clearly understood that teacher deductions shall be voluntary in accordance with the Teacher Collective Bargaining statute and that participation in dues deduction collection by the school employer shall not be construed as subscription to agency shop or maintenance of membership.

ARTICLE IX GRIEVANCE PROCEDURE

- A. This grievance procedure allows any member of the certified staff the opportunity to present as outlined herein grievance for the purpose of seeking redress through this procedure. A grievance shall be defined as an alleged violation of or dispute on the interpretation or application of this agreement.
- B. Any grievance that an employee has not been able to adjust informally with his or her immediate supervisor shall be presented in the following steps as directed herein:
 - Step 1: Between the grievant and his or her representative, if she or he desires, and the appropriate director, elementary or secondary, and/or his or her designated representative.
 - Step 2: Between the grievant and his or her representative, if she or he desires, and the Superintendent, and/or his designated representative.
 - Step 3: Between the grievant and his or her representative and a designated committee composed of a quorum of the Board and its designated representative.
- C. All grievances shall be presented in writing in Step 1 within three (3) weeks from the date of occurrence, signed by the grievant. The administrator's answer at each step shall be given in writing within five (5) school days following the receipt of the grievance or appeal. Unless a grievance is appealed to the next step within five (5) school days after the administrator's answer, it shall be deemed settled in accordance with the administrator's answer which shall then be considered acceptable to all parties in interest. Failure on the part of the administrator to respond within the time limits established herein shall permit the grievant to proceed to the next step.
- D. By mutual agreement of the Superintendent and the grievant, the time limits may be compromised as stated herein to allow the collection of pertinent information and in the interest of prudent resolution of the grievance.
- E. The Federation shall have the duty to screen grievances if presented to it by complainants for the purpose of inquiring as to the validity of all grievances before processing begins under this policy.
- F. All grievances submitted for processing shall contain a clear and concise statement of the specific alleged violation, misinterpretation or misapplication involved and the relief sought.

- G. No documents, communications, or records dealing with the processing of a grievance shall be placed in the regular personnel files of the participants.
- H. Any grievant shall have the right to present witnesses on his or her behalf relative to any complaint made.
- I. The Board of Education shall have the right to investigate, call witnesses, hold hearings, etc., as it deems necessary to resolve said grievances through its representative committee.
- J. Nothing in this procedure is designed or intended to prevent a teacher from having a complaint adjusted without the intervention of the Federation or any other party.
- K. A grievant may, at any step of the foregoing procedure, be represented by either a member of the Federation or by professional counsel.
- L. A grievant's professional counsel or representative shall have a right to be in attendance during any proceedings pertaining to the grievance.
- M. School days, for purposes of the grievance procedure, shall be defined as those regularly scheduled as days of work.
- N. Grievances filed after May 15 of any school year shall be considered as year-end complaints and shall be resolved within twenty (20) working days unless the grievant proceeds to the final step at which time resolution shall be made as defined herein.
- O. The Federation shall have the right to have a representative present at all grievance conferences and hearings, from and including Step 1, and the Corporation agrees to notify the Federation of the time and place of any conference or hearing on any written grievance.
- P. The Federation, at its sole discretion, may at any time withdraw any grievance whatsoever.
- Q. The grievant(s), although they may engage private legal counsel for such purpose, may not have present, nor be represented by, any employee organization, or its representatives or counsel other than the Federation.

ARTICLE X GENERAL PROVISIONS

- A. It is agreed between the parties that there shall be no further obligation on the part of either to bargain any item during the term of this agreement except to bargain a successor agreement. This Contract may, however, be amended by mutual written agreement.
- B. This Agreement supersedes and cancels all previous Agreements, whether verbal or written, between the parties as well as any alleged past practice of the Corporation, and this Agreement constitutes the entire Agreement between the parties. This Agreement also supersedes any rules, regulation, policies, or practice of the Board which are contradictory or inconsistent with the terms of this Agreement.
- C. If any provision of this Agreement, or application of this Agreement to a teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XI TERM OF AGREEMENT This Master Contract entered into this twelfth day of September, 2016 by and between the Board of School Trustees of the Lawrenceburg Community School Corporation, hereinafter called the "Board" and the Lawrenceburg Federation of Teacher, hereinafter called the "Federation".

This Contract shall be effective September 13, 2016 and shall continue in effect through June 30, 2017. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may not be altered, changed, added to or deleted from, or modified during the term of this agreement.

Whenever any notice is required to be given by either of the parties to this Contract to the other party either shall do so by registered letter at the following addresses:

If by the Federation to the Board at:

Karl Galey, Superintendent 300 Tiger Boulevard Lawrenceburg, IN 47025

If by the Board to the Federation at:

Brandon Lorton, Federation President 116 Nelson Drive Lawrenceburg, IN 47025

BY THE BOARD OF SCHOOL TRUSTEES OF LAWRENCEBURG COMMUNITY SCHOOLS	BY THE LAWRENCEBURG FEDERATION OF TEACHERS, LOCAL 3160
PRESIDENT	PRESIDENT
VICE PRESIDENT	NEGOTIATING TEAM MEMBER
SUPERINTENDENT	

APPENDIX A

Steps	BS	MS
0	\$35,438	\$38,274
1	\$36,503	\$39,403
2	\$37,563	\$40,540
3	\$38,626	\$41,675
4	\$39,688	\$42,806
5	\$40,751	\$43,943
6	\$41,818	\$45,078
7	\$42,878	\$46,208
8	\$43,943	\$47,345
9	\$45,004	\$48,480
10	\$46,069	\$49,611

BASE Building Award

- 1. Teachers new to Lawrenceburg will be placed by the superintendent on a traditional step and lane system that goes to 10 years and has a column for a Bachelor's degree and a Master's degree. New staff will be placed appropriately based on their education level and years of experience (scale located above). Teachers in hard to fill assignments can be placed on the scale at a level determined necessary by the superintendent after consultation and agreement with the union president. The step and lane pay scale is used only for placement and only once for each new teacher hired by the district. Salary range: \$35,438 \$81.052.
- 2. Each year the district will determine the amount of funds available for teacher salaries. This dollar amount will then be negotiated with the bargaining unit. A teacher rated Highly Effective on the teacher evaluation used by the school corporation will earn an award amount one and a half times the dollar amount awarded to a teacher rated Effective on the teacher evaluation. This money awarded to a teacher's salary will be added to the base salary. There is no limitation or "cap" based on years of experience with the dollars awarded to the base salary. For 2016-2017, this amount will be \$200,000. The full amount of the funds will be distributed to Effective and Highly Effective Teachers.
- 3. There will be an award totaling \$2,000 for a recently earned master's degree that is in a content area of teaching that coincides with a teacher's classroom assignment. No more than 33% of a teacher's salary increase can be added in one year. This amount will be added each year until the one time increase of \$2,000 is attained. This dollar amount is also added to one's base.

Stipend (Non-Base Building Awards)

- 1. In the area of Meeting the Academic Needs of Students teachers will be awarded a stipend of \$650 under the following circumstances:
 - a) Possession of and using in current assignment a special education license.
 - b) Possession of and using in current assignment high ability certification.
 - c) Accredited instructor teaching an early college course.
 - d) Teaching Gateway (GTT)/Project Lead the Way (PLTW) courses.
 - e) Teaching a middle school course for high school credit.

Meeting Academic Needs of Student awards are stipends and not base building. Stipends are for one flat amount only and not impacted by the number of classes or sections of a course taught. If a staff member is teaching more than one of the above, a-e, the member will receive only one stipend.

De-Escalator Clause

If state funding is reduced to the school corporation during the contract year, the Corporation and Federation agree the negotiated funds available for BASE Building Awards in Appendix A will be reduced so that no more than 10% of the General Fund yearly average established during negotiations will be absorbed from the Corporation General Fund balance to make up the difference. This amount for the 2015-2016 contract is \$343,000. The remaining amount will be reduced from the BASE Building Award negotiated funds.

APPENDIX B LAWRENCEBURG HIGH SCHOOL Extra-Curricular Activity Schedule

FALL SPORTS	Stipend Amount	'QUALIFIED' Coach/Supervisor
FOOTBALL		
Head Varsity *	\$8,135	
Assistant	\$4,363	
Assistant	\$4,363	
Reserve	\$4,363	
Head Freshman	\$2,981	
Assistant Freshman	\$29,81	
BOYS SOCCER		
Head Varsity *	\$3,558	
Assistant	\$2,297	
Assistant	\$2,297	
GIRLS SOCCER		
Head Varsity *	\$3,558	
Assistant	\$2,297	
Assistant	\$2,297	
VOLLEYBALL		
Head Varsity *	\$4,475	
Assistant	\$1,929	
Assistant	\$1,929	
GIRLS GOLF		
Head Varsity	\$1,792	
BOYS TENNIS		
Head Varsity	\$1,991	
CROSS COUNTRY		
Head Varsity	\$1,559	

WINTER SPORTS	Stipend Amount	QUALIFIED' Coach/Supervisor
BOYS BASKETBALL		
Head Varsity *	\$7,753	
Assistant	\$4,363	
Reserve	\$4,363	
Head Freshman	\$2,981	
GIRLS BASKETBALL		
Head Varsity *	\$7,753	
Assistant	\$4,363	
Reserve	\$4,363	
Head Freshman	\$2,981	
WRESTLING		
Head Coach	\$3,834	
Assistant	\$2,582	
SWIMMING		
Head Coach	\$3,119	
Assistant	\$2,079	
SPRING SPORTS		
BASEBALL		
Head Varsity *	\$4,446	
Assistant	\$2,582	
Assistant	\$2,582	
SOFTBALL		
Head Varsity *	\$4,446	
Assistant	\$2,582	
Assistant	\$2,582	
TRACK		
Head Varsity	\$3,834	
Assistant	\$2,582	
Assistant	\$2,582	

BOYS GOLF		
Head Varsity	\$1,792	
GIRLS TENNIS		
Head Varsity	\$1,991	
Strength Coach	\$5,286	
Training Room	\$5,286	
Supervisor		

• Football, Soccer, Volleyball, Basketball, Baseball and Softball head varsity coach stipends include money for required summer programs; effective 2012.

'OTHER' LHS POSITIONS	Stipend Amount	QUALIFIED' Coach/Supervisor	
Junior Class	\$1,528		
Sponsor	Ф740		
Assistant Junior Class Sponsor	\$740		
Senior Class	\$539		
Sponsor	ΨΟΟΘ		
Sophomore Class	\$539		
Sponsor	****		
Freshman Class	\$344		
Sponsor			
Academic Coach	\$2,824		
Assistant Academic Coach	\$1,412		
Destination	\$641		
Imagination Coach	÷ • · ·		
Head Cheerleader	\$2,750		
Sponsor	. ,		
Assistant	\$1,904		
Cheerleader Sponsor			
Freshman	\$1,253		
Cheerleader Sponsor			
Tigerette Guard/Dance Instr.	\$755		
Guard/Darice Ilisti.			
Annual Sponsor	\$1,347		
Newspaper Sponsor	\$936		
Auditorium Director	\$3,788		
Play (Scripted)	\$984		
Director			
Play (Scripted)	\$407		
Set/Tech/Asst. Musical (Major)	\$814		
Prod. Director	Ф014		
Musical (Major)	\$814		
Music Director	Ψ011		
Musical (Major)	\$814		
Set/Scene/Asst.			
CDECIAL MUIOLO	Otimonel At	OLIALIEIED! Ossabilitistis	
SPECIAL MUSIC POSITIONS	Stipend Amount	QUALIFIED' Coach/Supervisor	
1 001110110			
Band Director	\$5,942		
Assistant Band	\$2,910		
Director	φ2,910		
Vocal/Choral	\$3,850		
Director	+ -, 00 0		
		1	

GREENDALE MIDDLE SCHOOL Extra-Curricular Activity Schedule

FOOTBALL		
Head Coach	\$2,981	
Assistant	\$2,386	
Assistant	\$2,386	
Assistant	\$2,386	
VOLLEYBALL		
Head 8 th Grade	\$1,539	
Head 7 th Grade	\$1,539	
CROSS COUNTRY		
Head Coach	\$727	
WINTER SPORTS		
BOYS BASKETBALL		
Head 8 th Grade	#2 004	
	\$2,981	
Head 7 th Grade	\$2,567	
Head 6 th Grade	\$953	
GIRLS BASKETBALL		
Head 8 th Grade	\$2,981	
Head 7 th Grade	\$2,567	
Head 6 th Grade	\$953	
MESTINO		
WRESTLING	# 4 004	
Head Coach	\$1,924	
Assistant	\$963	
SWIMMING		
Head Coach	\$1,924	
Assistant	\$963	
SPRING SPORTS		
TRACK		
Head Coach	\$2,052	
Assistant	\$1,539	
Assistant	\$1,539	

'OTHER' GMS	Stipend Amount	QUALIFIED' Coach/Supervisor
POSITIONS		
Co-ed Intramurals	\$953	
Cheerleader Sponsor	\$1,002	
Yearbook	\$1,002	
Bengal Broadcast	\$676	
Washington D.C. Sponsor	\$1,528	
Academic Coach (7 th & 8 th)	\$2,567	
Assist Academic Coach (7 th & 8 th)	\$1,412	
Academic Coach (6 th Grade)	\$1,412	
Destination Imagination Coach	\$641	
SPECIAL MUSIC POSITIONS	Stipend Amount	QUALIFIED' Coach/Supervisor
Band Director	\$1,528	
Choral Music/Bengal Beat	\$2,548	

CENTRAL ELEMENTARY SCHOOL and LAWRENCEBURG PRIMARY SCHOOL

Extra-Curricular Activity Schedule

ACTIVITY	School	Stipend Amount	QUALIFIED'
			Coach/Supervisor
5 [™] Grade Boys Basketball	CES	\$953	
5 th Grade Girls Basketball	CES	\$953	
Co-ed Intramurals	CES	\$953	
Camp Kern Coordinator	CES	\$895	
Academic Coach	CES	\$641	
Academic Coach	LPS	\$641	
Destination Imagination Coach	CES	\$641	
Destination Imagination Coach	LPS	\$641	
SPECIAL MUSIC POSITIONS	School	Stipend Amount	QUALIFIED' Coach/Supervisor
Music	Both	\$962	
Choral Festival	CES	\$962	

CLUB SPONSORSHIP ECA APPLIES TO LAWRENCEBURG HIGH SCHOOL, GREENDALE MIDDLE SCHOOL, CENTRAL ELEMENTARY SCHOOL AND LAWRENCEBURG PRIMARY SCHOOL

CLUB MEETING REQ.	Stipend Amount	QUALIFIED' Coach/Supervisor
3 meetings AFTER School	\$78	
6 meetings AFTER School	\$211	
9 meetings AFTER School	\$341	
18 meetings AFTER School	\$471	
27 meetings AFTER School	\$601	
36 meetings AFTER School	\$730	

MENTORS, SCHOOL IMPROVEMENT STRATEGY CHAIRPERSONS OR STEERING COMMITTEE MEMBERS, GRADE LEVEL CHAIRPERSONS/DEPARTMENTAL CHAIRPERSONS ECA APPLIES TO LAWRENCEBURG HIGH SCHOOL, GREENDALE MIDDLE SCHOOL, CENTRAL ELEMENTARY SCHOOL AND LAWRENCEBURG PRIMARY SCHOOL

Department Chairs	Stipend Amount	QUALIFIED' Coach/Supervisor
Grade Level/Departmental Chairperson	1-3 teachers - \$500, 3.5 teachers - \$750, 4 or more teachers - \$1000	
Mentors	\$300	
School Improvement Strategy Chairperson or Steering Committee Member	\$300	

<u>Teachers may only receive one stipend per category, a-c.</u>

LAWRENCEBURG COMMUNITY SCHOOLS

APPLICATION FOR USE OF SICK DAYS FROM VOLUNTARY SICK LEAVE BANK

NAME	BUILDING	
# OF DAYS REQUESTED	ABSENCE DATES	
	Signature	Date
FOR BUSINESS OFFICE ONLY:		
Date the last sick day was used:		
Dates of absence:		
Daily rate of pay \$		
	Signature	Date
FOR SICK BANK COMMITTEE:		
Date received		
RequestApproved	Rejected	
If approved, number of days granted	Cost of days granted(teacher's daily rate x # of days)	
If rejected, state reason:		
	Signature	Date
FOR APPEAL BOARD:		
Date of Review (if any)	Additional days granted	
Percentage allowed	Cost of added days	
Date received		
RequestApproved	Rejected	
If approved, number of days granted	Cost of days granted(teacher's daily rate x # of days)	
If rejected, state reason:		
	Signature	Date