

Lakeland School Corporation and Lakeland Education Association

July 1, 2017 – June 30, 2019 Collective Bargaining Agreement

Adopted October 23, 2017

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| 1 | COLLECTIVE BARGAINING AGREEMENT |
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| 3 | THIS AGREEMENT, made and entered into this 23 rd day of October 2017 by and between |
| 4 | Lakeland School Corporation, a public school corporation organized under Indiana Law, herein |
| 5 | called SCHOOL, and Lakeland Education Association, a school employee organization, herein |
| 6 | called ASSOCIATION, the terms, conditions, and provisions of this agreement are as follows: |
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| 9 | <u>ARTICLE</u> <u>I</u> |
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| 11 | <u>Recognition</u> |
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| 13 | Section 1. The SCHOOL or LSC hereby recognizes the ASSOCIATION or LEA as the exclusive |
| 14 | representative of all certificated school employees (defined by IC 20-29-2-4) of the school |
| 15 | employer (defined by IC 20-29-2-15), Lakeland School Corporation; excluding, however, all |
| 16 | substitute teachers (defined by IC 20-28-9-7) and all supervisors (defined by IC 20-29-2-19), |
| 17 | confidential employees (defined by IC 20-29-2-5), employees performing security work |
| 18 | (defined by IC 20-29-2-8) and non-certificated employees (IC 20-29-2-11). |
| 19 | |
| 20 | ADTICLE II |
| 21 22 | ARTICLE II |
| 23 | Salary and Wage Provisions |
| 24 | Satury and Wage Provisions |
| 25 | Section 1. The salaries and wages for the members of the Unit range between \$37,298 and |
| 26 | \$63,500. The hiring schedule used to employ new teachers for the 2017-2018 school year is |
| 27 | shown in Appendix A. The hiring schedule to be used starting in the 2018-2019 school year is |
| 28 | shown in Appendix B. |
| 29 | one with in Appendix B. |
| 30 | Section 2. The compensation plan for members of the Unit is presented in Appendix D. |
| 31 | |
| 32 | Section 3. All teachers who are new employees of the Lakeland School Corporation will attend |
| 33 | a new teacher in-service prior to the beginning of the school year. Upon completion of the new |
| 34 | teacher in-service and attendance at the first day of school, attendees will be paid the substitute |
| 35 | teacher per diem for each day of attendance at the in-service. |
| 36 | |
| 37 | Section 4. Teachers' compensation, as provided in Section 1 of this Article IV, shall be paid in 24 |
| 38 | equal installments the 5th and 20th of each month beginning September 5. If a proper written |
| 39 | application for retirement at the conclusion of the school year is filed by a teacher and such |
| 40 | teacher makes written request for a lump sum payment of the balance of such teacher's earned |

1 compensation, payment thereof will be made by the SCHOOL to such teacher no later than June 2 20. If a teacher resigns, during the school year, and the resignation is accepted by the SCHOOL, 3 then upon such teacher's written request for a lump sum payment of the balance of such teacher's 4 earned compensation, payment thereof will be made by the SCHOOL to such teacher on the next 5 scheduled pay day. If a teacher resigns, effective at the conclusion of the school year and the 6 resignation is accepted by the SCHOOL, then upon such teacher's written request for lump sum 7 payment of the balance of such teacher's earned compensation, payment thereof will be made by 8 the SCHOOL to such teacher no later than June 20. Any teacher, neither retiring nor resigning, 9 as above provided, desiring a lump sum payment of the balance of such teacher's earned 10 compensation after completion of the school year will be paid such lump sum by the SCHOOL 11 no later than June 20, if such teacher makes written request to the SCHOOL no later than the 1st

12 13 14 day of March.

<u>Section 5.</u> Lakeland teachers employed to provide training for other teachers within the Lakeland School Corporation will be paid on the following schedule.

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Services provided on non-contract days:

\$125/Day Stipend for non-contracted instructional or academic need coaches \$50/Day Preparation for non-contracted instructional or academic need coaches

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Services provided on contract days:

\$75/Day Stipend for non-contracted instructional or academic need coaches \$50/Day Preparation for non-contracted instructional or academic need coaches

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<u>Section 6.</u> The SCHOOL will maintain an annual bank of 200 Additional Service Days. No more than 200 days may be allocated in any given school year. Days are not cumulative from year to year. Any teacher may make application, in writing, to his/her building principal for use of additional service days to do a project complementary to the SCHOOL's curriculum. The application shall:

a) state the

- a) state the purpose of the project;
- b) the number of non-contract days requested to complete the project and the projected completion date;
- c) what will be created or gained by completion of the project;
- d) how the project is tied to the SCHOOL's curriculum; and
- e) conditions by which completion of the project can be determined.
- f) Proposals are due to the building principal no later than May 1 of the calendar year for which the project is to be completed.

Upon approval of the given teacher's building principal, the Superintendent or his/her designee, and the Association President or his/her designee, a teacher will be allocated a specific number of days to do the project. The teacher will then accept or decline, in writing, to the principal the allocation of days. When the teacher believes the project is complete, he/she shall present the product to the principal who shall determine if the product conforms to the approved project plan. The principal will be as objective as he/she can be in making the determination. If the product is not approved by the principal, the teacher will be allowed additional time (but not additional service days) to revise the product to the satisfaction of the principal. When the product is approved by the principal, the principal shall notify the Superintendent. The teacher will then complete a claim to be processed for payment at a per diem rate equal to the per diem rate of pay for a certified substitute teacher.

Section 7. Ancillary Duty

Special Education Teachers and Speech and Hearing Teachers shall receive partial compensation for the extra time and responsibilities inherent in their assignments with such compensation coming in the form of annual paid released time from regular duties to be used in the writing of IEPs and/or in preparation for Case Conferences. Upon a given teacher's written notice, such released time will be approved by the district's Special Education Director relative to the number of special needs students assigned to the given teacher. For Special Education Teachers, one-half day of paid released time shall be granted for each 10, or fraction thereof, special needs students they serve as teacher of record. For Speech and Hearing Teachers, one-half day of released time shall be granted for each 25, or fraction thereof, special needs students they serve as teacher of record.

<u>Section 8.</u> In an event when no classroom substitute is available, remuneration for in-house teacher substitution, on a voluntary basis, during his or her preparation time, shall be at ½ the daily regular substitute rate, per said period of time, to be paid on the following payroll.

ARTICLE III

Deductions

<u>Section 1.</u> The SCHOOL, upon receipt of proper written authorization from a school employee, who is a member of the Unit specified in Article I, will deduct from the pay of such school employee dues certified by the Secretary of the ASSOCIATION, and remit such dues to the ASSOCIATION, provided, however, that such deductions shall be consistent with the provisions of IC 20-29-5-6. Deductions will be made on 2 pay days of each month, beginning with the month of October and continuing through July. Such deducted dues will be transmitted to the

ASSOCIATION on or before the 15th of November and of each of the succeeding months thereafter. The ASSOCIATION hereby agrees to indemnify and hold harmless the SCHOOL from and against any and all claims, demands, lawsuits, judgments, together with any and all expenses connected therewith, and any and all other kinds and forms of liability whatsoever arising out of, or by reason of deduction of dues by the SCHOOL from the pay of school employees and the payment thereof to the ASSOCIATION, as herein provided.

Section 2. Upon receipt of proper written authorization, in compliance with all of the laws applicable thereto, from a school employee, who is a member of the Unit specified in Article I, the SCHOOL will deduct from the pay of such school employee a requested amount of money and remit the same to an organization in the State of Indiana for the establishment of a tax sheltered annuity account for such school employee.

<u>Section 3.</u> Upon receipt of proper written authorization, in compliance with all laws applicable thereto, from a school employee, who is a member of the Unit specified in Article I, the SCHOOL will deduct from the pay of such school employee a requested amount of money and remit the same to an organization in the State of Indiana for the establishment of an income protection account or policy for such school employee; provided, however, that no such deduction will be made for any such school employees unless 20% of the members of said Unit designated the same organization for establishment of such income protection account or policies.

<u>Section 4.</u> Upon receipt of proper written authorization, in compliance with all the laws applicable thereto, from a school employee, who is a member of the Unit specified in Article I, the SCHOOL will deduct from the pay of such school employee a requested amount of money and remit the same to any not for profit credit union organized under the laws of the State of Indiana or the laws of the United States of America; provided, however, that no such deductions will be made for any such school employees unless 20% of the members of said Unit designate the same such credit union.

31 <u>ARTICLE IV</u>

Fringe Benefits

<u>Section 1.</u> The SCHOOL will maintain a Group Health Plan through the Northeast Indiana Insurance Consortium (NIIC) for all teachers.

A. The SCHOOL will pay \$15,811.00 as its contribution toward a family premium for teachers who take one of the available NIIC's family health insurance plans. A given teacher may choose to apply the SCHOOL payment toward any of the NIIC's available levels of family coverage, subject to the restrictions of the NIIC. The SCHOOL will not

pay more than the actual cost of the premium, less one dollar, for the family plan selected.

B. The SCHOOL will pay \$5,530.00 as its contribution toward a single premium for teachers who take one of the available NIIC's single health insurance plans. A given teacher may choose to apply the SCHOOL payment toward any one of the NIIC's available single coverage plans subject to the restrictions of the NIIC. In no case will the SCHOOL pay more than the actual cost of the premium, less one dollar, for the single plans selected.

C. Teachers employed in the 2003 – 2004 school year who elected not to participate in an NIIC plan, will be grandfathered into a plan where the SCHOOL will annually pay \$300 into said teacher's Section 125 plan. The SCHOOL and ASSOCIATION will maintain a list of eligible teachers and once a teacher is removed from the list, the teacher will no longer be eligible for this benefit.

D. Upon receipt of proper written authorization, in compliance with all laws applicable thereto, from a teacher participating in the plan, the SCHOOL will deduct from teacher's pay the teacher's share, if any, of the premium for the plan coverage the teacher elects and the SCHOOL will remit such amount along with its own share of the premium to the plan administrator.

E. This policy shall become effective October 1 of each school year, and the above mentioned deductions will be made in advance.

F. Upon the initial hire or HIPAA qualifying event, a teacher will have thirty (30) days to select from any one of the plans offered by NIIC, family or single coverage or they may move to another available plan during open enrollment between August 1 and September annually.

G. During 2015-2016, the SCHOOL began to contribute and will, during this contract, continue to contribute toward the cost of the NIIC wellness initiatives such as the Wellness Bus and internally sponsored wellness initiatives such as Weight Watchers.

Section 2. The SCHOOL will maintain a Group Term Life Insurance Policy with an option to convert the policy to a paid-up Life Policy as well as an Accidental Death and Dismemberment Rider, with a principal death benefit sum of \$50,000 for each participant, for all teachers enrolling therein, and will pay 90% of the cost of the premium, provided that the said teachers insured under such Policy shall pay the

- 1 remaining 10% of the cost of the premium. Upon receipt of proper written authorization,
- 2 in compliance with all laws applicable thereto, from a teacher participating in the plan,
- 3 the SCHOOL will deduct from teacher's pay the teacher's share of the premium and the
- 4 SCHOOL will remit such amount along with its own share of the premium to the
- 5 insurance company. This policy shall become effective September 1 of each school year,
- and the above-mentioned deductions will be made in advance.

- 8 Section 3. The SCHOOL will maintain a Long Term Disability Insurance Policy for all the
- 9 school employees who are members of the Unit, specified in Article I, enrolling therein, and will
- pay the cost of the premium less one dollar. Upon receipt of proper written authorization, in
- compliance with all the laws applicable thereto, from such a school employee insured under such
- Policy, the SCHOOL will deduct from the pay of such school employee the amount of said
- school employee's contribution to the cost of said premium and remit such amount to the
- insurance company. This policy shall become effective September 1 of each school year, and the
- above-mentioned deductions will be made in advance.

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- Section 4. All benefits heretofore mentioned in this Article shall be prorated on the FTE basis of
- 18 the school employee.

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- 20 Section 5. The SCHOOL will maintain a Section 125 Flexible Benefit Plan which will include
- 21 the basic plan plus a flexible spending provision for all of the school employees who are
- 22 members of the Unit, specified in Article I, enrolling therein. Upon receipt of proper written
- 23 authorization, in compliance with all the laws applicable thereto, from such a school employee
- participating in said plan, the SCHOOL will deduct from the pay of such school employee the
- amount of said school employee's contribution of the cost of said premium and remit such
- amount to the company managing the Section 125 Plan. The SCHOOL will assume the
- 27 increased local expenses associated with this plan. The ASSOCIATION will stand the cost
- associated with the startup expenses, membership fees, and other applicable expenses charged by
- 29 the company managing the Section 125 Plan.

30 31

Section 6. Accumulated Sick Leave Benefit

- 323334
- A. <u>Amount</u>. Upon retirement, a teacher shall be entitled to payments and/or contributions for sick leave days that are unused and accumulated as of the end of the school year in which retirement occurs equal to the product of the following (the "Retirement Sick Leave
- 35 Amount"):

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- a. The lesser of: (i) total number of the retiring teacher's accumulated, unused sick leave days or (ii) ninety (90) days times
- b. Seventy dollars (\$70.00) per day.

1 B. Retirement Increment. Up to two thousand dollars (\$2,000.00) of the vested Retirement 2 Sick Leave Amount [or such larger amount as may be subsequently allowed as additional 3 compensation for Indiana State Teachers Retirement Fund purposes] shall be paid to the 4 retiring teacher, less applicable withholdings, in the year of retirement. 5 Excess. The excess of the Retirement Sick Leave Amount less the Retirement Increment 6 of immediately preceding Subsection B, if any, shall be contributed to the 401(a) Plan. 7 Notwithstanding, if the contribution of the excess amount would exceed applicable 8 limitations of the Internal Revenue Code, the excess will then be contributed to a post-9 separation 403(b) plan up to the maximum applicable limitations of the Internal Revenue 10 Code, and then distributed to the retired teacher, less applicable withholdings, as 11 necessary. 12 13 <u>Section 7.</u> The SCHOOL will pay the required individual teacher deduction for the 14 Indiana State Teacher's Retirement Fund. 15 16 Section 8. The SCHOOL will pay the cost of mandatory criminal and background 17 checks. 18 19 ARTICLE V 20 21 Employer Matching Fund Retirement Program 22 23 Section 1. Employer Matching Fund Retirement Program. 24 25 A. Effective July 1, 2000 and thereafter, the SCHOOL shall maintain an IRS 401 (a) 26 matching funds tax deferred retirement account for each eligible teacher. Teachers who 27 participate in any 403 (b) employee contribution tax deferred benefit plan sponsored by 28 the School will qualify for employer matching fund contribution to the limits set forth 29 below. 30 31 B. The SCHOOL shall match a given teacher's 403 (b) contribution to a maximum of two 32 percent (2%) of a teacher's base contract. 33 34 1) The SCHOOL and ASSOCIATION shall maintain a Joint Retirement Program 35 Committee comprised of up to three (3) administrators/Board members appointed 36 by the Superintendent and three (3) teachers appointed by the ASSOCIATION 37 president. Terms of appointment shall be for one (1) year, July 1 through June 30. 38 39 2) The committee's initial charge shall be to recommend to the SCHOOL who

shall serve as the vendor of the Employer Matching Fund Program.

| 1 | |
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| 2 | 3) Thereafter, the committee's function shall be to monitor this retirement |
| 3 | program and make recommendations for changes it deems appropriate to the |
| 4 | Superintendent and Association president. |
| 5 | |
| 6 | C. Up to the maximum allowable under federal law, teachers will continue to have the |
| 7 | option of investing their earnings in 403 (b) plan accounts sponsored by vendors |
| 8 | heretofore approved by the SCHOOL and/or the vendor of the employer matching fund |
| 9 | contribution program. |
| 10 | |
| 11 | D. The selected vendor shall be the sole administrator of the SCHOOL IRS Section 401 |
| 12 | (a) contributions to this program. |
| 13 | |
| 14 | E. The SCHOOL shall deposit its Section 401 (a) contributions for each teacher into an |
| 15 | individual account designated by the teacher from options offered by the selected vendor. |
| 16 | Such deposits shall be made on a monthly basis. |
| 17 | |
| 18 | F. A teacher shall be fully vested in the Employer Matching Fund program upon |
| 19 | completion of three (3) years of employment with the SCHOOL, such employment |
| 20 | coming before or after implementation of this program. |
| 21 | |
| 22 | G. Once a teacher is vested, all assets of his/her account become the property of the |
| 23 | teacher and, in the event of the teacher's death, the teacher's estate. |
| 24 | |
| 25 | H. For collective bargaining purposes, it is understood between the parties, contributions |
| 26 | by the SCHOOL to this program are to be considered compensation so that when the |
| 27 | SCHOOL increases the percentage of its contribution, the percentage will be treated for |
| 28 | cost analysis as if a like percentage was added to the salary schedule. Likewise, should |
| 29 | the parties act to terminate this Matching Fund Program, the percentage of the |
| 30 | SCHOOL's contribution then in effect shall be applied to the negotiated salary schedule. |
| 31 | |
| 32 | <u>ARTICLE VI</u> |
| 33 | |
| 34 | <u>Leave</u> <u>Policies</u> |
| 35 | |
| 36 | Section 1. In all cases where a teacher is unable to teach because of a disability substantial in |
| 37 | nature or duration, including disability arising from major surgery, pregnancy, childbirth, |
| 38 | physical illness, mental illness or severe emotional disturbance, causing a temporary disability |
| 39 | for more than three (3) weeks, the following shall be followed: |

(i) Pregnancy. A teacher who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:

(a) Any teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if she notifies the SCHOOL at least thirty (30) days before the date on which she wishes to start her leave. She shall notify the SCHOOL of the length of this leave, including with this request either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately on her request and the certification of the emergency from an attending physician.

(b) All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay.

(ii) Other. Temporary disabilities, other than pregnancy, shall be governed by the following:

(a) Where temporary disability is not a physician certified medical emergency the teacher shall request said leave at least thirty (30) days before he wishes leave to begin. Said request shall include the length of this leave and a physician's statement referencing said temporary disability. The leave of absence shall begin at the end of a grading period. However, in the case of a physician certified medical emergency, the teacher shall be granted a leave, as otherwise provided in this section, immediately on his request and the certification of the emergency from an attending physician.

(b) All or part of a leave taken by a teacher because of a temporary disability may be charged, at his discretion, to his available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certified that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay.

(iii) Any teacher taking leave of absence under Section 1 of this Article may use any sick leave which the teacher has accumulated under IC 20-28-9-9, but shall be required, at the option of the SCHOOL, to present a doctor's certificate of disability to justify such use of accumulated sick leave days.

(iv) In Section 1 of this Article, the feminine gender shall include the masculine gender wherever required by the provisions hereof; and no leave under Section 1 of this Article may be granted for a period exceeding 1 year.

Section 2. Each teacher shall be entitled to be absent from work on account of illness, doctor's appointment, or quarantine for a total of ten (10) days the first year and 7 days in each succeeding year, without loss of compensation. If in any one school year the teacher shall be absent for such illness, doctor's appointment, or quarantine less than the prescribed number of days, the remaining days shall be accumulative to a total of 90 days. (Amounts of sick leave that would otherwise accumulate in excess of ninety (90) days shall expire at the end of the school year and shall be of no future effect for purposes of this agreement.)

<u>Section 3.</u> Each teacher shall be entitled to be absent from work 3 days, without loss of compensation, in case of illness, surgery, or accident involving the spouse, a child (natural, adoptive, foster, step), and parents of the teacher. This leave shall not be cumulative. In the event additional days are needed, a teacher may use up to five (5) days of accumulated sick leave. Teachers may be required to produce a medical doctor's statement verifying that the condition is a serious family medical emergency.

<u>Section 4.</u> Each teacher shall be entitled to be absent from work, without loss of compensation, on account of death in the immediate family for a period extending not more than 5 school days beyond such death. For the purpose of this Section, the immediate family shall include husband, wife, children (natural, adoptive, foster, step), parents, mother-in-law, father-in-law and brothers and sisters that are residing in the home of or are dependent on the teacher. This leave shall not be cumulative.

<u>Section 5.</u> Each teacher shall be entitled to be absent from work, without loss of compensation, for up to two school days, to attend the funeral of any brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, uncle, aunt, niece and nephew. This leave shall not be cumulative. Up to three (3) additional days may be granted by application, in advance, to the superintendent or his/her designee.

Section 6. Each teacher shall be entitled to be absent from work 4 days, without loss of compensation, for the transaction of personal business and/or conducting of personal or civic affairs during each year of employment; provided, however, that such absences shall not be allowed for less than one half day and notice of such leave shall be submitted in writing to the building principal 24 hours in advance, (except in emergencies, at which time the reason and necessity for the absence shall be set forth). A maximum of two (2) teachers per building, based on the first to request said leave, may use a personal day on the first teacher day of school, or on

- a full day scheduled for Professional Development. This leave shall not be cumulative as
- 2 personal leave, but personal leave days totaling one half day or more not used by a teacher
- during his/her contract year shall be transferred to his/her accumulated sick leave account. If a
- 4 teacher's accumulated sick leave account is at the maximum and at the end of the school year the
- 5 teacher has unused personal business leave days, an amount equal to the number of unused
- 6 personal days times the certified substitute teacher daily rate shall be deposited in the teacher's
- 7 401(a) account. Such deposit shall take place no later than July 31.

- 9 <u>Section 7.</u> To attend curricular or co-curricular educational conferences, a teacher may be
- 10 considered to be absent from work for two (2) conferences or workshops, without loss of
- 11 compensation; provided however, that no more than one (1) such absence shall be for the same
- 12 assignment; and provided further, however, that no single such absence shall exceed two (2)
- consecutive school days; and provided further, however, that no such leave may be taken by any
- teacher without written permission from the Principal and the Superintendent first hand obtained.
- 15 A request by a teacher to attend more than two (2) conferences or workshops in a school year or
- 16 to attend a conference or workshop lasting more than two (2) days must discuss in detail with the
- 17 Principal and must receive additional approval of both the Principal and Superintendent.
- Meetings and conferences of school employee organizations of any kind (local, state, national, or
- others) will not be considered for authorized absences from work within the meaning of this
- 20 section.

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- 22 <u>Section 8.</u> A teacher shall be entitled to be absent from work, without loss of compensation, for
- 23 jury duty; provided, however, that for such periods of absence from work; the teacher shall
- 24 receive only the difference between the amount of regular compensation, otherwise due and
- owing, and the amount received for such jury duty.

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- Section 9. Leave without loss of pay shall be granted to subpoenaed teachers, who are
- disinterested third parties (neither plaintiff nor defendant) in legal action, for the time necessary
- 29 to make appearance(s).

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- 31 Section 10. The SCHOOL will pay the difference between the amount of Worker's
- 32 Compensation insurance benefits received by a teacher for injury incurred in the course of a
- teacher's employment and the teacher's then current daily rate for each day of absence resulting
- 34 there from to the limit of that teacher's accumulated sick leave days. The number of days of sick
- leave shall be deducted from the teacher's accumulated sick leave for such days of absence in the
- 36 same proportion computed to the nearest one half day that the payment of wages by the
- 37 SCHOOL for such days bear to the total amount paid by both the SCHOOL and Worker's
- 38 Compensation combined for such days.

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40 <u>Section 11.</u> The SCHOOL shall grant credit for military service as specified in State Statute.

Section 12. A teacher may request emergency leave when a family member (spouse, child, parents of teacher) is stricken by an imminently life threatening accident or illness. This type of leave will allow the teacher to use accumulated sick leave days and personal days as well as family illness days if leave is approved. No other leave, including the use of the sick leave bank is allowed under this type of leave. The teacher may be required to produce a medical doctor's statement verifying that the condition is imminently life threatening.

1 2

ARTICLE VII Sick Leave Bank

The SCHOOL will maintain the voluntary sick leave bank established at the beginning of the 1975-76 school year to which a teacher may contribute unused sick leave days and from which a contributing teacher may draw sick leave days when the teacher's accumulated sick leave days are exhausted, but the SCHOOL will not contribute any days to the said sick leave bank, except as specified in subsection (vii) of Article VII. The said sick leave bank shall be subject, at all times, to the following conditions and limitations:

(i) Membership in the said sick leave bank shall be by annual enrollment and open to all members of the Unit, specified in Article I, but each participant in the said bank may contribute only one day each year, with the exceptions specified in subsection (xi) of this Article. Contributions to the said bank shall be on forms prescribed by the SCHOOL, and all such contributions shall be made within the first 2 weeks following the commencement of each school year or the first 2 weeks following ratification of this contract whichever is later.

(ii) The said sick leave bank may be used only for the illness of its members and may not be used for an illness of any relatives of a member.

(iii) Sick leave days contributed to the said sick leave bank by contributing teacher may not be withdrawn while said teacher is employed by the SCHOOL. Upon termination of employment of any contributing teacher, the sick leave day contributed by such teacher shall be withdrawn from the sick leave bank.

(iv) A member shall not be eligible for sick leave bank credits until that teacher has exhausted all accumulated sick leave and personal business leave. The maximum number of sick leave days which may be borrowed from the said bank by any contributing teacher shall not exceed the following schedule:

| 1 | Years of Service | Maximum Days |
|---|-----------------------------|--------------|
| 2 | Lakeland School Corporation | Available |
| 3 | | |
| 4 | 0 - 6 | 30 |
| 5 | 7 - 12 | 40 |
| 6 | 13 - 19 | 50 |
| 7 | 20 + | 60 |
| | | |

(v) Repayment by a borrowing teacher for any such loans shall be made at the minimum of 3 days per year. Said repayment shall be made on the first day of each consecutive school year immediately following the year when said loan is made to said teacher.

(vi) If for any reason, repayment of loan to the said sick leave bank cannot be made by the borrowing teacher in the manner set forth in subsection (vi) of this Article VII, then the said teacher shall pay the SCHOOL in cash for the sick leave days borrowed and not repaid in an amount equal to the daily rate of pay of said teacher for each such sick leave days borrowed and not repaid. Such repayment shall be at the daily rate of pay in effect at the time each of said sick leave days is borrowed and shall be due and payable when said teacher is no longer employed by the SCHOOL. For each sick leave day so repaid in cash as herein provided, the SCHOOL, as to the time of said repayment, will contribute one sick leave day to said sick leave bank; subject, however, to the limitations set forth in this Article VII. A member of the Unit who passes away or is placed on permanent disability is exempt from repaying the outstanding balance of Sick Bank days owed.

(vii) The maximum number of days in the sick leave bank shall never exceed twice the number of teachers in the Bargaining unit.

(viii) Teachers' individual service record cards will reflect all contributions to the said sick leave bank, as evidenced by the teachers' written authorizations. A special sick leave bank journal shall be maintained in the office of the SCHOOL, showing the current status of the said bank and the balance of days on hand, and the SCHOOL shall report the number of days in said balance to the ASSOCIATION on the day before the commencement of each school year.

(ix) Any teacher or his personal representative, in cases where the teacher is unable to do so,
 having exhausted his accumulated sick leave may make an official request to borrow from the
 bank by executing the proper forms available from the ASSOCIATION.

(x) The SCHOOL shall not be obligated, under any circumstances whatever or in any manner whatsoever, to grant to any teacher any days of sick leave with pay whenever the balance of days on hand in said bank is inadequate for that purpose. The ASSOCIATION shall have the full

| 1 | responsibility in granting, denying, or suspending grants of sick leave days from the said sick | | | | |
|-----------|--|---|--|--|--|
| 2 | leave bank subject to foregoing conditions and limitations, and the ASSOCIATION will hold | | | | |
| 3 | harmless and indemnify the SCHOOL from and against any liability of any kind whatsoever to | | | | |
| 4 | any teacher arising out of the establishment, operation, and administration of the said voluntary | | | | |
| 5 | sick leave bank. | | | | |
| 6 | (-i) If the interest of the combine of | and table of the lease of the death of the believe | | | |
| 7 8 | (xi) If, during the school year, the number of available sick leave days in the bank falls below 25, members will be required to donate an additional day of sick leave. | | | | |
| 9 | 23, members will be required to donate an add | nional day of sick leave. | | | |
| 10 | (xii) The sick leave bank shall not be used to e | avtand a leave | | | |
| 11 | (XII) THE SICK leave bank shall not be used to e | extend a leave. | | | |
| 12 | | | | | |
| 13 | ARTI | CLE VIII | | | |
| 14 | <u> </u> | CDE VIII | | | |
| 15 | Term of | Agreement | | | |
| 16 | | e 1 st day of July 2017 and shall continue until the | | | |
| 17 | 30 th day of June 2019. Executed in duplicate at | • | | | |
| 18 | written. | , , , , , , , , , , , , , , , , , , , | | | |
| 19 | | | | | |
| 20 | LAKELAND SCHOOL CORPORATION | LAKELAND EDUCATION ASSOCIATION | | | |
| 21 | | | | | |
| 22 | By: | Ву: | | | |
| 23 | | By: | | | |
| 24 | Robert Bond, President | Gerrit Geurs, Co-President | | | |
| 25 | Lakeland School Corporation | Rachel Stroop, Co-President | | | |
| 26 | Board of School Trustees | Lakeland Education Association | | | |
| 27 | SCHOOL | ASSOCIATION | | | |
| 28 | | | | | |
| 29 | | | | | |
| <i>49</i> | | | | | |
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| 35 | | | | | |

1 APPENDIX A

Hiring Schedule 2017-2018

This scale is only used to place a new employee at his/her years of experience and

teaching degree.

| | BA | B. 1 | A 5 | MA or BA 36 | MA 15 | |
|-----|----------|--------|------------|----------------------|----------|--|
| Exp | | | | | | |
| 0 | 36,798 | 37,118 | 3 | 37,282 | 38,039 | |
| 1 | 36,798 | 37,118 | 3 | 37,282 | 38,039 | |
| 2 | 36,798 | 37,11 | 8 | 38,440 | 39,277 | |
| 3 | 37,517 | 37,83 | 3 | 39,596 | 40,415 | |
| 4 | 38,234 | 38,55 | 5 | 40,757 | 41,599 | |
| 5 | 38,953 | 39,27 | 4 | 41,913 | 42,787 | |
| 6 | 39,670 | 39,99 | 3 | 43,071 | 43,973 | |
| 7 | 40,389 | 40,70 | 9 | 44,228 | 45,159 | |
| 8 | 41,107 | 41,42 | 3 | 45,387 | 46,346 | |
| 9 | 41,825 | 42,14 | 5 | 46,547 | 47,534 | |
| 10 | 42,545 | 42,864 | 4 | 47,702 | 48,717 | |
| 11 | | 43,51 | 8 | 48,860 | 49,906 | |
| 12 | | 44,173 | 3 | 50,018 | 51,092 | |
| 13 | | 44,820 | 5 | 51,176 | 52,273 | |
| 14 | | 45,48 | 1 | 52,336 | 53,467 | |
| 15 | | 46,134 | 4 | 53,494 | 54,651 | |
| 16 | | | | 54,650 | 55,838 | |
| 17 | | | | 55,808 | 59,094 | |
| 18 | φ.σ.σ.σ. | | 1 1 | 59,992 | 61,163 | |

Cap base pay at \$63,500. When an employee reaches \$63,500 as base salary, all monies earned will be paid as an annual stipend.

LSC reserves the right to place a new teacher, hired in 2017-2018, on the hiring schedule, Appendix A, based on competitive need at a level that is no greater than 3 positions lower or higher than employee's years of experience and education. However, should the school corporation feel the need exists to raise or lower the potential employee's pay beyond the 3+/3-, LSC will contact the LEA to convene an emergency meeting with the LEA negotiation team within 48 hours to consider the Corporation's request.

Hiring Schedule 2018-2019

This scale is only used to place a new employee at his/her years of experience and teaching degree.

| Bachelors/Bachelors +15 | | | Bachelors +36/Masters/Masters +15 | | |
|-------------------------|----------|----------|-----------------------------------|----------|----------|
| Years | Minimum | Maximum | Years | Minimum | Maximum |
| 0-4 | \$36,798 | \$38,555 | 0-4 | \$37,282 | \$41,599 |
| 5-9 | \$38,953 | \$42,145 | 5-9 | \$41,913 | \$47,534 |
| 10-14 | \$42,545 | \$45,481 | 10-14 | \$47,702 | \$53,467 |
| 15+ | \$46,134 | \$48,762 | 15+ | \$53,494 | \$59,000 |

The average wage of current employees within the classification the person is being hired in to will be taken into consideration prior to setting the pay for the new employee. Other than competitive need, the new employee shall not be offered an amount greater than any other employee in the classification.

LSC reserves the right to place a new teacher at any level on the scale above, based upon competitive need. However, should the administration feel the need to place a new hire at a level other than the one reflecting years of service, LSC will convene an emergency meeting with the LEA negotiation team within 48 hours to consider the Corporation's request.

ADDITIONAL PAY FOR EXTRA DUTIES AND RESPONSIBILITIES

| T. | |
|--|--------------------|
| Item | Amount |
| Cross Country High School, Girls | \$2,555 |
| Cross Country-High School, Girls Cross Country-Middle School | \$2,555 \$1,022 |
| Cross Country-Winding School | \$1,022 |
| Football-High School | \$6,125 |
| Football-Asst. | \$3,375 |
| Football-Asst. | \$3,375 |
| Football-Asst. JV | \$3,375 |
| Football-Asst. 9th | \$3,375 |
| Football-8th | \$2,450 |
| Football-8th, Asst. | \$1,838 |
| Football-7th | \$2,450 |
| Football-7th, Asst. | \$1,838 |
| Basketball-High School, Boys | \$6,125 |
| Basketball-High School, Asst., Boys | \$3,375 |
| Basketball-High School, JV, Boys | \$3,375 |
| Basketball-High School, 9th, Boys | \$2,813 |
| Basketball-Middle School, 8th, Boys | \$2,450 |
| Basketball-Middle School, 7th, Boys | \$2,450 |
| Basketball-Middle School, 6th, Boys | \$1,495 |
| Basketball-High School, Girls | \$6,125 |
| Basketball-High School, Asst., Girls | \$3,375 |
| Basketball-High School, JV, Girls | \$3,375 |
| Basketball-High School, 9th, Girls | \$2,813 |
| Basketball-Middle School, 8th, Girls | \$2,450 |
| Basketball-Middle School, 7th, Girls | \$2,450 |
| Basketball-Middle School, 6th Girls | \$1,495 |
| Gymnastics-High School | \$2,555 |
| Gymnastics-Asst. High School | \$1,533 |
| Gymnastics-Middle School | \$1,022 |
| Wrestling-High School | \$3,068 |

| Wrestling-Asst. High School Wrestling-Middle School Head Coach Wrestling-Middle School Asst. | \$1,841 \$1,228 \$1,022 |
|--|--|
| Softball-High School Softball-High School JV | \$3,575 \$2,145 \$2,145 |
| Golf-High School Boys Golf-High School Girls (added 2017-2019#) Golf-Middle School Golf-Middle School Asst. | \$2,555 \$2,555 \$1,022 \$767 |
| Tennis-High School, Boys Tennis-High School, Boys Asst. Tennis-High School, Girls Tennis-High School, Girls Asst. | \$2,555 \$1,533 \$2,555 \$1,533 |
| Baseball-High School Baseball-High School Asst. Baseball-High School JV | \$3,575 \$2,145 \$2,145 |
| Track-High School, Boys and Girls (rev. 2017-2019#) Track-High School, Boys and Girls, Asst. (rev. 2017-2019#) Track-High School, Boys and Girls, Asst. (rev. 2017- | \$3,500 \$2,106 |
| 2019#) Track-High School, Boys and Girls, Asst. (rev. 2017-2019#) Track-Middle School, Boys Track-Middle School, Boys Asst. Track-High School, Girls Track-High School, Girls, Asst. | \$2,106 \$2,106 \$1,228 \$921 \$3,068 \$1,841 |
| Track-Middle School, Girls Track-Middle School, Girls, Asst. Volleyball-High School, Girls | \$1,228 \$921 \$3,068 |
| Volleyball-High School, Girls, Asst. Volleyball-High School, Girls JV Volleyball-High School, Girls, 9th | \$1,841 \$1,841 \$1,564 |

| Volleyball-Middle School, Girls, 8th Volleyball-Middle School, Girls, 7th Volleyball-Middle School, Girls 6 th (added 2014-2015) | \$1,228 \$1,228 \$650 |
|---|-----------------------------|
| Soccer-High School, Boys | \$3,068 |
| Soccer-High School, Boys Asst. | \$1,841 |
| Soccer-High School, Girls | \$3,068 |
| Soccer-High School, Girls Asst. | \$1,841 |
| Soccer-Middle School, Boys | \$1,012 |
| Soccer-Middle School, Girls | \$1,012 |
| Weight Training High School | \$920 |
| Speech | \$2,429 |
| Debate | \$2,429 |
| Speech-Debate, Asst. | \$1,743*V |
| Instrumental-High School | \$2,150 |
| Instrumental-High School, Asst. | \$1,330 |
| Vocal High School | \$2,150* |
| Vocal High School, Asst. | \$1,330* |
| Musical-High School | \$1,125 |
| Musical-High School, Asst. | \$1,125 |
| Cheerleader Coach-High School | \$2,239 |
| Cheerleader Coach-High School Asst. | \$1,343 |
| Cheerleader Coach-Middle School | \$896 |
| Cheerleader Coach-Middle School | \$513*V |
| Dance Team Coach, High School (added 2017-2019) | \$500 |
| High School Art Club | \$630 |
| Fellowship Of Christian Athletes | \$356 |
| F.F.AHigh School | \$2,152 |
| F.F.AMiddle School | \$500* |
| F.C.C.L.A (formerly F.H.A.) | \$356 |
| National Honor Society | \$652 |
| SADD Sponsor | \$410*V |
| Foreign Language Club | \$356 |
| Ninth Grade Sponsor | \$356 |

| Tenth Grade Sponsor Junior Class Sponsor Junior Class sponsor Senior Class Sponsor Senior Class Sponsor Varsity Club Sponsor | \$356 \$818 \$818 \$561 \$561 \$356 |
|--|--|
| School Play | \$920 |
| Student Council High School | \$715 |
| Yearbook-High School | \$1,125 |
| High School Concessions | \$818 |
| High School Academic Coach, Interdisciplinary | \$400 |
| High School Academic Coach, Assistant | \$400 |
| High School Academic Coach, Assistant | \$400 |
| High School Academic Coach, Assistant | \$400 |
| High School Academic Coach, Assistant | \$400 |
| High School Academic Coach, Assistant | \$400 |
| High School Academic Coach, Spelling | \$280 |
| High School Academic Coach, Spelling Assistant | \$280 |
| High School Academic Coach, Competitions Coord. | \$295 |
| High School Senior Project Manager (added 2014-2015) | \$500 |
| High School Senior Project Manager (added 2014-2015) | \$500 |
| High School Science Club Coordinator | \$506 |
| Middle School Science Fair Coordinator | \$506 |
| Elementary Science Fair Coordinator | \$506 |
| Elementary Science Fair Coordinator | \$506 |
| Elementary Science Fair Coordinator | \$506 |
| Elementary ISSMA Coordinator (suspended 2015-2016) | \$280* |
| Instrumental-Middle School | \$895 |
| Vocal-Middle School | \$895 |
| Math Pentathlon Sponsors | \$4,450 |
| (To be divided equally among all teacher | . , |
| sponsors with no individual receiving more than \$300) | |

| Young Authors Sponsor-Elem. Coordinator | \$506 |
|--|-----------|
| Young Authors Sponsor-Elem. Assistant | \$87 |
| Young Authors Sponsor-Elem. Assistant | \$87 |
| Ambassador Sponsor-Elementary* | \$690 |
| Ambassador Sponsor-Elementary* | \$690 |
| Ambassador Sponsor-Elementary* | \$690 |
| Tech Team Sponsor-High School | \$1,025*V |
| Tech Team Sponsor-Middle School | \$1,025*V |
| Middle School Team Leader | \$1,025*V |
| Middle School Student Council | \$408 |
| Middle School Newsletter | \$229 |
| Middle School Art Club | \$602 |
| Middle School Honor Society | \$442 |
| Middle School Year Book | \$400 |
| Middle School Concessions | \$818 |
| Ski Club-High School | \$175 |
| Ski Club-Middle School | \$175 |
| High School Department Heads (6) | \$500*V |
| Drivers' Education Instructor - per hr | \$30.50 |
| DECA Sponsor, LHS | \$1,600 |
| The following positions are paid from Wellness Grant: | |
| Wellness Coordinator | \$5,000 |
| Assistant Wellness Coordinator | \$2,500 |
| Assistant Wellness Coordinator | \$2,500 |
| The following positions are to be paid from Title II-Part A funding: | |
| Instructional Staff Coach–High School | \$1,500 |
| Instructional Staff Coach–High School | \$1,500 |
| Instructional Staff Coach–High School | \$1,500 |
| Instructional Staff Coach-Middle School | \$1,500 |
| Instructional Staff Coach-Middle School | \$1,500 |

| Instructional Staff Coach-Elementary Math | \$1,500 |
|--|---------|
| Instructional Staff Coach-Elementary Literacy | \$1,500 |
| Instructional Staff Coach-Elementary Literacy | \$1,500 |
| Academic Need Staff Coach-Elementary Speech | \$1,500 |
| Academic Need Staff Coach-Title I Literacy/Swoop | \$1,500 |
| Academic Need Staff Coach-Elementary Guidance | \$1,500 |

- 1 NOTE added 9/24/14 Any position amount showing with an * V indicates that position
- 2 stipend was suspended by the board on March 29, 2010.
- 3 Stipends shown in bold were changed and/or added effective with the 2014-2015 CBA.
- 4 NOTE added 10/5/15 Changes made in extracurricular schedule denoted with an asterisk
- 5 (*).
- 6 New additions or revisions are noted by year of CBA.
- 7 # board approved 5-22-17

1 APPENDIX D 2 LAKELAND SCHOOL CORPORATION 3 COMPENSATION PLAN 4 5 Teachers hired after the 2013-2014 school year through the 2017-2018 school year will be placed 6 on the scale on their years of experience and education level (see Appendix A). Teachers hired 7 in school year 2018-2019 will be placed on a scale reflecting years of experience and educational 8 level as presented in Appendix B. 9 10 During the 2017-2018 school year, all members who began the 2017-2018 school year with a 2016-2017 Teacher's Final Summative Rating (FSR) of Effective or Highly Effective and were 11 12 retained to meet the Corporation's academic needs or were hired at the start of the 2017-2018 13 school year based upon academic needs of the Corporation and entered as Probationary Teachers 14 (per IC 20-28-9-1.5b) will receive a one time \$500 base pay increase to be paid retroactive to the 15 start of the school year. This one time readjustment will place the LSC salary range between 16 \$37,298 and \$63,500 17 18 Additionally, this compensation plan takes into consideration the Final Summative Rating (FSR) 19 for a stipend. 20 21 Teacher's Final Summative Rating (FSR) will be determined no later than June 1st annually. With the change to using June 1st deadline to set the FSR, retirees will be included in the June 22 23 calculation providing their FSR is Effective or Highly Effective. 24 25 Final summative ratings will be determined no later than June 1st annually by using ISTEP+ data, 26 if available or by using local assessments if no ISTEP+ data has been received by the June 1st 27 deadline. The local Evaluation Committee shall set guidelines to be followed if no ISTEP+ data 28 are available. 29 30 At the end of the 2017-2018 school year, a pool of \$90,000 will be divided equally for stipends 31 between members of the Unit with an FSR of Effective or Highly Effective. 32 33 At the end of the 2018-2019 school year, a pool of \$90,000 will be divided equally for stipends 34 between members of the Unit with an FSR of Effective or Highly Effective. 35 36 Each teacher who leaves in good standing will be subject to the FSR and, if rated Effective or 37 Highly Effective, will receive the same stipend as teachers who are remaining employed at LSC. 38 39 At the end of the calendar budget year, or the end of the fiscal year, the superintendent may give 40 a stipend using excess General Fund monies to all SCHOOL teachers during the 2017-2018 41 (12/31/17 calendar year end or 6/30/18 fiscal year end) or the 2018-2019 (12/21/18 calendar year 42 end or 6/30/19 fiscal year end) school years. All teachers would receive the same stipend

- 1 amount. This funding would be completely separate from the Teacher Appreciation Grant
- 2 funding coming from the State of Indiana.