

**2019-2020  
AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION  
OF THE METROPOLITAN SCHOOL DISTRICT OF  
LAWRENCE TOWNSHIP**

**AND**

**THE LAWRENCE EDUCATION ASSOCIATION**

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**ARTICLE I**  
**RECOGNITION**

**A. Entire Agreement.**

The Board of Education of the Metropolitan School District of Lawrence Township hereby recognizes the Lawrence Education Association as the exclusive representative for all certified personnel. The unit shall consist of all full-time employees as defined in Public Law 217 and interpreted by IEERB in the Metropolitan School District of Lawrence Township except for the Superintendent, Deputy, Associate or Assistant Superintendents, Chief Financial Officer, Chief Information Officer, Executive Directors, Directors, Assistant Directors, Assistant Business Manager, Coordinators, Supervisors, Deans, Assistants to the Principal (ATP), Principals, Assistant Principals, Department Chairpersons, High School Head Football Coaches, High School Head Basketball Coaches, Athletic Directors, and Assistant Athletic Directors.

When the Board deems it necessary to create a position(s) which the Board feels is supervisory in nature and therefore subject to exclusion from the bargaining unit, the Board shall notify the Association in writing of such intent. Such notification shall include job description(s) and/or rationale for the position(s). Such notification shall occur at least ten (10) days prior to the posting of the new position(s). During the ten (10) day period, the Association shall concur with or challenge the Board’s intent to exclude the new position(s).

**B. Definitions.**

1. The term “**teacher**” when used in this contract shall refer to all individuals in the bargaining unit as defined in the aforementioned Recognition Statement.

2. The term “**Association**” shall include authorized officers, representatives, and agents of the Lawrence Education Association.
3. The term “**Board**” shall include authorized officers, representatives, and agents of the Board of Education of the Metropolitan School District of Lawrence Township.
4. The term “**School Corporation**” when used in this contract shall refer to the Metropolitan School District of Lawrence Township of the County of Marion of the State of Indiana.
5. The term “**governing body**” shall mean those persons charged by law with the responsibility of administering the affairs of the School Corporation.
6. The term “**day**” when used in this contract shall mean teacher work days as that term is used in the school calendar. During summer vacation, the term shall mean weekdays when the central office is open for business.

## **ARTICLE II**

### **CONTRACT PROCEDURES**

#### **A. Entire Agreement.**

This written contract supersedes and cancels the 2018-2019 written contract between the Board of Education of the Metropolitan School District of Lawrence Township and the Lawrence Education Association.

#### **B. Supremacy.**

The parties agree that this contract shall supersede any rules, regulations, policies, improvement programs, or practices of the Board, which would be contradictory to or inconsistent with the terms of this contract. Any individual contract between the Board and an individual member of the bargaining unit shall be made subject to this contract.

#### **C. Severability.**

If any provision of this contract or any application of this contract to any employee or group of employees is declared illegal by a court of competent jurisdiction or is contrary to directives of state or federal agencies, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

#### **D. Amendment.**

Neither party shall be required to negotiate with respect to any matter, whether contained herein or not, during the term of this contract except by mutual agreement, or unless subjects of bargaining are changed by law. Any amendment or agreement adding to, subtracting from, or supplemental to this contract shall not be binding upon either party unless it is mutually agreed to and executed in writing by the Association and the Board.

**ARTICLE III**  
**LEAVES OF ABSENCE**

**A. General Provisions.**

For the purposes of this article, the “immediate family” shall be defined to include mother, father, sister, brother, spouse, son, daughter, aunt, uncle, stepmother, stepfather, stepdaughter, stepson, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-sister, step-brother, daughter-in-law, son-in-law, grandmother, grandfather, spouse’s grandmother, spouse’s grandfather, granddaughter, grandson, step-granddaughter, step-grandson, or any person residing in the same home as the employee.

A teacher on temporary contract shall have the same leave benefits as another teacher.

A teacher on extended or supplementary contract shall be able to use his/her leave benefits.

Unofficial records of sick leave, personal leave, emergency leave for family illness or accident, and bereavement leave days shall be kept in the individual building. An official record shall be kept in the Bookkeeping Department in the Administration Center. Upon individual request, a teacher shall receive a current record of his/her leave days accumulated and used. A current record of sick and personal leave days accumulated and used shall be reported to each teacher on each paycheck stub.

Notification must be given prior to March 1 of an individual’s intention to return from any leave for the upcoming school year. Failure to notify may result in the termination of the contract for the upcoming school year.

The teacher requesting the leave shall notify the Superintendent of the expected time of leave as soon as is reasonably possible.

**B. Medical Leave.**

Teachers shall be granted twelve (12) days of medical leave without loss of compensation to care for a member of the immediate family or for personal medical treatment. Leave for the purpose of caring for a member of the immediate family is limited to the time any eligible leave pursuant to the Family Medical Leave Act (“FMLA”). Four (4) days of family commitment leave per year may also be deducted from this accumulation.

For informational purposes only: Part-time teachers who are employed part of the day but are employed for a full school year will receive his/her full allotment of annual medical leave entitlement.

For informational purposes only: Part-time teachers who are employed a full day but not for all the days in a school year will receive a proportional allotment of his/her annual medical leave entitlement in the same portion of the number of days employed in a school year to the total number of days in a school year.

The following provisions shall be in effect:

1. Teachers employed for less than a full year shall be credited with medical leave days in proportion to the percentage of his/her contract with the full school year. Fractional parts of a day shall be increased to one (1) full day.

2. Teachers will be credited with medical leave in day units regardless of the length of a teacher's assignment when medical leave days are credited. A teacher working a shorter day than a regular working day will use one medical leave day for a one-day absence just as is the case with a teacher working a full work day. Such medical leave days will remain as the same number of day units, even if a teacher has a change in the status of the length of their teaching day (i.e., full time to part time, or part time to full time).
3. Transfer of accumulated sick leave from other school systems shall be made in accordance with Indiana law. Such qualified sick leave days shall be transferred at the rate of three (3) days per year beginning with the teacher's second year in the School Corporation and shall continue until all qualified sick leave days have been transferred.
4. Unused personal leave days as provided by Section C of this article shall be transferred to medical leave at the end of each school year.
5. Unused medical leave days which are not used in any one (1) school year shall have unlimited accumulations. This accumulation may be used for either medical leave reason as described in B above.
6. All transfers and accountability of sick leave days shall be governed by procedures as prescribed by Indiana law and State Board of Accounts Regulations.
7. Two (2) additional days of absence for travel or extenuating circumstances shall be allowed.

**C. Personal Leave.**

Each teacher shall be granted two (2) days of personal leave per school year without loss of pay, subject to the following provisions:

1. Teachers employed for less than a full year shall be credited with personal leave days in proportion to the percentage of his/her contract with the full school year. Fractional parts of a day shall be increased to one (1) full day.
2. Teachers will be credited with personal leave in day units regardless of the length of a teacher's assignment when personal leave days are credited. A teacher working a shorter day than a regular working day will use one personal leave day for a one-day absence just as is the case with a teacher working a full work day. Such personal leave days will remain as the same number of day units, even if a teacher has a change in the status of the length of their teaching day (i.e., full time to part time, or part time to full time).
3. Requests for personal leave shall be made in writing and when at all possible at least three (3) days prior to such leave and shall be submitted to the Superintendent or his/her designee. The Association and the Board encourage teachers to exercise professional judgment in their use of personal business leave.
4. "Personal business" shall be an acceptable reason for such request.
5. Generally, it is discouraged to use personal leave on the days before and after school breaks and the beginning and last day of the school year. However, beginning with January 1, 2014, if personal leave is used on those days, two (2) days of personal leave



will be deducted from either the annual entitlement and/or the accumulation for each day used on these days. If there are not a sufficient number of days to deduct, the teacher cannot take the leave.

6. Personal leave shall not be granted in less than one-half ( $\frac{1}{2}$ ) day units.
7. Any unused personal leave days shall accumulate to a maximum of four (4) days. Once this maximum accumulation has been reached, any additional unused days shall be added to the accumulation of sick leave on the last day of each school year. For retiring teachers, this addition shall occur prior to his/her last teaching day.

**D. Leave for Care of a Family Member.**

A teacher may use leave pursuant to the Family Medical Leave Act ("FMLA"), if eligible, for this purpose.

**E. Bereavement Leave.**

In case of death in the immediate family of a teacher, the teacher shall be entitled to be absent without loss of compensation for a period of no more than five (5) days. The leave shall be taken at the discretion of the teacher. Two (2) additional days of absence for travel or extenuating circumstances shall be allowed, subject to the approval of the Principal and Superintendent.

**F. Emergency Leave Bank.**

All transfers and accountability of sick leave days shall be governed by procedures as prescribed by Indiana law and regulations. The Emergency Leave Bank shall be available for use for personal disability from illness or accident.

1. **Purpose.**

A voluntary bargaining unit member Leave Bank shall be established for the benefit of all who elect to join. The Leave Bank shall be used for the purpose of providing an accumulation of days upon which members of the leave bank may be eligible to draw in emergency situations of the member. The following rules shall govern the operation of the Leave Bank.

2. **Participation.**

- a. The Leave Bank Program is open to all bargaining unit members in the School Corporation.
- b. No bargaining unit member shall be required to participate in the program.
- c. A bargaining unit member may elect to join the Leave Bank by providing written authorization for the contribution of two (2) of his/her available sick leave days to the Leave Bank. This authorization is to be directed to the Chief Human Resources Officer with copies to the Association president.
- d. The enrollment period for accepting voluntary membership in the Leave Bank shall be the first thirty (30) days of the school year.

- e. A bargaining unit member employed by the School Corporation after the annual enrollment period has passed shall have ten (10) days from the date of signing their contract in which to enroll in the Leave Bank.
- f. A bargaining unit member who elects to become a member of the Leave Bank remains a member for the entire school year. A member of the Leave Bank ceases to be a member upon his/her termination of employment in the School Corporation.
- g. If the Bank falls below one hundred (100) days in the year, each member shall be assessed one (1) additional day. A member who does not have any accumulated days shall not be dropped from membership in the Leave Bank.
- h. If at the start of the school year there are at least one hundred (100) days in the Leave Bank, there shall be no contributions to the Leave Bank except by bargaining unit members wishing membership status and new contracted members.
- i. Membership in the Leave Bank shall be automatically continued from one school year to the next unless the member indicates in writing his/her election to withdraw from the Leave Bank. Such withdrawal must so be indicated during the annual enrollment period.
- j. All donated days lose their identity and are considered a permanent contribution and not transferable.
- k. Once a member has dropped out of the Leave Bank Program, he/she must donate two (2) days to regain membership in the program.

3. **Eligibility.**

Applicants to the Bank must satisfy the following criteria:

- a. Members must deplete their available leave before using the Bank.
- b. The Bank days shall take effect immediately following the exhaustion of the available leave days providing the above conditions have been met.
- c. The number of days to be granted per member per school year shall be at the discretion of the Leave Bank Committee with the maximum number of days given in any one year to be forty-five (45).
- d. Any teacher who is currently repaying days to the bank shall not be eligible to submit a request.
- e. Any teacher who has accessed the emergency leave bank in previous years and has repaid the days to the Bank must re-enroll in the emergency leave bank to participate.

4. **Leave Bank Committee.**

This committee shall consist of three (3) bargaining unit members appointed by the Association President and three (3) administrators appointed by the Superintendent.

5. **Procedures.**

- a. Written application must be made by the participating member of the Bank or a member of his/her family. In case of sickness or family illness, the application shall be accompanied by a physician's certificate stating the nature, estimated length of disability, and prognosis of the person's condition.
  - (1) An applicant must have evidence of being a donating member of the Bank prior to the time of need.
  - (2) The Leave Bank Committee may request additional information to support the application.
  - (3) All information concerning an application shall be held in strict confidence by the committee.
- b. Applications for use may be made by the member's personal representative in cases where the individual employee is unable to do so.
- c. The Leave Bank Committee will act upon each application and shall inform the applicant, or a member of the family, of the decision. In order to grant days to a teacher the Committee must act with a majority vote of the Members. The Leave Bank Committee shall report a written decision to the Executive Director of Human Resources and the Association President.
- d. The administration of the Bank will be vested in the Leave Bank Committee.

6. **Repayment of Loan.**

- a. The recipient who remains in the employment of the School Corporation shall repay the Bank the borrowed days at the rate of at least three (3) days per year until the loan has been repaid. A teacher and his/her spouse who is also a teacher may elect to have this repayment made by the teaching spouse rather than the teacher who is obligated to repay. In order to elect this spousal repayment option, both the teacher and the teaching spouse must sign a letter and submit it to the Business Office. This election may be for one, some or all of the repayments. Such an election may be modified or rescinded by submitting a jointly signed letter to the Business Office. Such an election, modification, or rescission will be effective for the school year for which a jointly signed letter is on file by the first day of the teaching year.
- b. A recipient who leaves the School Corporation and still owes days to the Leave Bank must transfer accumulated sick leave and personal business leave days to the Bank as payment toward the loan.
- c. Any days not recovered by the Leave Bank in items a or b above shall be absorbed by the Bank upon termination of the individual's employment.

**G. Maternity Leave.**

1. **Maximum Leave.**

A teacher who is pregnant shall be entitled, upon request, to a leave of absence to begin at any time after the commencement of her pregnancy and to extend through one (1) year following the birth of the child.

2. **Minimum Leave.**

The leave shall begin when the teacher and the teacher's physician determine that she is no longer able to fulfill the requirements of her position, and shall end no earlier than at the time the teacher and the teacher's physician determine that she is then able to fulfill the requirements of her position.

3. **Notice and Time of Leave.**

A teacher shall notify the Superintendent in writing of the intention to take such leave as soon as possible and shall give such notice at least thirty (30) days prior to the date on which the leave is to begin, except in the case of medical emergency. Such notification shall also state the time of the intended return to teaching. If the teacher does not intend to resume teaching duties, this notice shall set forth the effective date of the teacher's resignation. Teachers are encouraged to commence and terminate such leaves to coincide with the end of a grading period. Written notice to extend a maternity leave for the following school year must be received on or before March 1. A teacher who is on maternity leave may request to be placed in a vacant teaching position for which she is certified prior to the date of return originally stated.

If the one (1) year leave concludes during a school year, an extension may be granted up to the conclusion of that school year upon the request of the teacher if the teacher makes her request in writing to the Superintendent at least fifteen (15) days prior to the original time of return. If this deadline is not met, the request for extension may still be granted but at the discretion of the Superintendent.

4. **Pregnancy Disability Benefit.**

A teacher who takes a maternity leave during the school year will be granted as part of that leave ten (10) consecutive paid days without the loss of compensation beginning with the birth of the child. This benefit shall not be used to extend the maternity leave.

5. **Use of Sick Leave.**

Any teacher taking a leave of absence under this section may use any days of sick leave that the teacher has accumulated under the School Corporation's sick leave policy. Such teacher may be required by the School Corporation to present a physician's certificate of disability and/or personal physical inability to teach to justify such use of accumulated sick leave days. Such use of sick leave shall be limited to the teacher's personal disabilities directly related to her pregnancy and/or birth of the child.

6. **Renewed Leave.**

A teacher who is on leave pursuant to this paragraph who becomes pregnant may request an additional period of leave in accordance with the provisions of this section.

7. **Maternity Leave Procedures Forms.**

Maternity leave procedure forms shall be available on the Lawrence Township website under HR Forms.

H. **Child Rearing.**

1. **Maximum Paid Leave.**

A teacher may use up to four (4) days of personal illness/flex at the time of the birth of the teacher's child(ren).

2. **Unpaid Leave.**

A teacher may take an unpaid leave any time after the birth of the child. Such leave shall not extend beyond one (1) year after the birth of the child. If the one (1) year leave concludes during a school year, an extension may be granted up to the conclusion of that school year upon request of the teacher if the teacher makes his request in writing to the Superintendent at least fifteen (15) days prior to the original time of return. If this deadline is not met, the request for extension may still be granted but at the discretion of the Superintendent.

3. **Notice and Time of Unpaid Leave.**

A teacher shall notify the Superintendent in writing of the intention to take such leave as soon as possible and shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. Such notification shall also state the time of the intended return to teaching. If the teacher does not intend to resume teaching duties, this notice shall set forth the effective date of the teacher's resignation. Teachers are encouraged to commence and terminate such leaves to coincide with the end of a grading period. Written notice to extend a child rearing leave for the following school year must be received on or before March 1. A teacher who is on child rearing leave may request to be placed in a vacant teaching position for which the teacher is certified prior to the date of return originally stated.

4. **Use of Medical Leave.**

When a child is born to a wife of a teacher, that teacher may use any days of medical leave which the teacher has accumulated under the School Corporation's medical leave policy. The teacher may take such leave days at any time within thirty (30) days after the birth of the child, without being required to prove that family illness or accident has occurred.

**I. Adoptive Leave.**

**1. Maximum Leave.**

A teacher who legally adopts a child of any age shall be granted ten (10) days of leave without loss of compensation during the adoptive process. If a teacher, as part of the adoption process, is required to travel outside of the United States and Canada, and that travel cannot be concluded within the ten (10) school days, then that teacher will have an additional five (5) days of leave without loss of compensation during the adoption process. A teacher, who during the term of this contract legally adopts a child under the age of eight (8) years, may also request and shall be granted adoptive leave, without pay, for a period not to exceed one (1) year.

**2. Notice and Time of Leave.**

A teacher shall notify the Superintendent in writing of the intention to take such leave without pay as soon as possible and shall give such notice at least thirty (30) days prior to the date on which the leave is to begin, except in cases where thirty (30) days' notice of the adoption is not given to the teacher. Such notification shall also state the time of the intended return to teaching. If the teacher does not intend to resume teaching duties, this notice shall set forth the effective date of the teacher's resignation. Teachers are encouraged to commence and terminate such leaves to coincide with the end of a grading period. If a teacher wishes to extend his/her adoptive leave within the one (1) year maximum time limit, such extension shall be granted provided the teacher makes his/her request in writing to the Superintendent at least fifteen (15) days prior to the original time of return. If this deadline is not met, the request for extension may still be granted but at the discretion of the Superintendent.

**3. Renewed Leave.**

A teacher who is on leave pursuant to this paragraph who becomes pregnant may request an additional period of leave in accordance with the provisions of Section G of this article.

**J. Disability Leave.**

A teacher who is suffering from a disability of a duration exceeding three (3) weeks shall be entitled, upon request, to a leave of absence of no more than one (1) year. Such disability shall include, but not be limited to, disability arising from major surgery, physical illness, physical injury, mental illness or severe emotional illness, but shall not include pregnancy or childbirth. The teacher must provide the Superintendent in writing a return to work notice (three) 3 days in advance of the intended date, he or she will return to work.

**Anticipated Disability.**

Where a disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply:

- a. The teacher requesting the leave shall notify the Superintendent of the expected time of leave as soon as is reasonably possible.
- b. The leave of absence shall begin at the end of a grading period when possible.

- c. If the teacher's condition is such that he/she is unable to teach during a period of time prior to the beginning of the leave, the School Corporation shall grant an earlier leave and may request a statement by the teacher's physician or psychotherapist as to the ability of the teacher to teach during this period.

2. **Notice and Time of Return.**

A teacher shall notify the Superintendent in writing of the intention to take such leave as soon as possible and shall give such notice at least thirty (30) days prior to the date on which the leave is to begin, except in the case of medical emergency. Such notification shall also state the time of the intended return to teaching. If the teacher does not intend to resume teaching duties, this notice shall set forth the effective date of the teacher's resignation. Teachers are encouraged to commence and terminate such leaves to coincide with the end of the grading period. Written notice to extend a maternity leave for the following school year must be received on or before March 1. A teacher who is on maternity leave may request to be placed in a vacant teaching position for which he/she is certified prior to the date of return originally stated. If the one (1) year leave concludes during a school year, an extension may be granted up to the conclusion of that school year upon the request of the teacher if the teacher makes his/her request in writing to the Superintendent at least fifteen (15) days prior to the original time of return. If this deadline is not met, the request for extension may still be granted but at the discretion of the Superintendent.

3. **Use of Sick Leave.**

Any teacher on disability leave may use any days of sick leave which the teacher has accumulated, but the teacher may be required to present a certificate of disability from the teacher's physician or psychotherapist to justify such use of accumulated sick leave days. In the event the teacher does not have enough accumulated sick leave days or income protection benefits to cover the total time of the disability leave, or in the event the teacher does not wish to use any or all of his/her accumulated sick leave, the teacher shall choose which days shall be allocated as sick leave during the disability leave. The remaining days of the leave shall then be without pay from the School Corporation.

4. **Renewed Leave.**

The School Corporation may extend such leave as needed by the teacher.

**K. Leave for Assault and Battery.**

Time lost by a teacher in connection with a school related incident of assault and battery when a teacher was properly discharging his/her duties shall be handled as follows:

1. Time for an official appearance in court shall result in no loss of compensation or benefits and no reduction in accumulated leave.
2. The teacher's compensation and benefits shall continue in full to a maximum of ninety (90) days without reduction in accumulated leave for time and/or days missed for recuperation, therapy and/or medical appointments. Additional days may be granted at the discretion of the Superintendent.

3. Time needed to recuperate, when in doubt, shall be determined by the teacher's physician. The School Corporation may, at its option, require the certification of a physician of the School Corporation's choice to this effect.

**L. Illness or Injury Covered by Workers' Compensation.**

A teacher who is absent from work because of an illness or injury which is covered by Worker's Compensation shall receive full compensation for the first (1st) five (5) teacher contract days of absence without reduction in accumulated sick leave. When the teacher begins receiving Worker's Compensation, the School Corporation shall pay the teacher the difference between the amount paid by Worker's Compensation and the teacher's per diem rate of pay for each day up to a maximum of ninety (90) days during that time the teacher receives Worker's Compensation. A teacher, who during the summer recess, is in the school building working in an appropriate work area and preparing for the teacher's upcoming assignments, will be considered to be in the "scope of school employment" for the purpose of the benefits provided by this Section.

**M. Military Leave.**

Military leave shall be granted to any employee who is inducted or who enlists in any branch of the Armed Forces of the United States. Upon return from such leave, an employee shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the School Corporation during the period of his/her absence. The employee shall have up to thirty (30) days after release from active duty to notify the Board of his/her intention to return to the Corporation. If National Guard or Reserve encampment, or a period of active training due to an emergency situation should occur during the school year, the employee required to participate shall be granted a temporary leave of absence.

**N. Legal Leave.**

A teacher called for jury duty shall receive full compensation for the required period of absence from assigned duty. A teacher called to appear before any judicial or administrative tribunal-related to his/her teaching assignment shall receive full compensation for the required period of absence from assigned duty for such appearance. The teacher shall not be charged personal leave time for such absence(s). If the teacher earns a per diem allowance for jury duty on a legal leave day, the teacher shall forward to the School Corporation the per diem less the amount allowed by the court for expense.

**O. Professional Growth Leave.**

Upon application, a teacher may be given no more than one (1) year of leave, without pay, for the improvement of professional skills through advanced study, a teacher exchange program, service in public office, approved educational travel or work/study experience. If the professional growth experience requires additional time, the teacher may request an extension of this leave. Written notice to extend a professional growth leave for the following school year must be received on or before March 1. The Superintendent may grant this extension at his/her discretion.

A teacher shall notify the Superintendent in writing of his/her desire to take such leave as soon as possible and shall make such application at least sixty (60) calendar days prior to the date on which the leave is to begin. Such application shall also state the time of the intended return to teaching. Teachers are encouraged to commence and terminate such leaves to coincide with



the end of a grading period. A teacher who is on professional growth leave may request a vacant teaching position for which he/she is certified prior to the date of return originally stated.

The Board may limit such leaves to one (1) percent of the certified Staff and, if more requests are received, make the final determination regarding which teachers shall receive such leaves.

**P. General Provisions Relating to Leave for Care of a Family Member, Maternity Leave, Adoptive Leave, Disability Leave, Study Leave.**

**1. Sick Leave and Personal Leave Accumulation.**

If a teacher is on leave for a full school year, sick and personal leave shall not accumulate for that year. If a teacher is on leave for part of a school year, sick and personal leave shall accumulate as set forth in Sections B and C of this article.

**2. Insurance Benefits.**

See Article V, Fringe Benefits.

**3. Teachers' Retirement Fund.**

Credit toward the Teachers' Retirement Fund for a teacher on leave shall be governed by the rules of that fund.

**4. Accumulation of Successive Years of Service.**

A teacher shall retain all rights existing at the time the leave commences regarding accumulated years of service.

**5. Position to Which Teacher Returns.**

A teacher who returns from leave shall be guaranteed an assignment in any of his/her licensed areas within the School District. Any teacher who has been on leave for all of the previous school year shall be assigned at the commencement of the next school year in accordance with the provisions of this contract and applicable law. Such assignment shall be made as though the teacher had taken no leave, subject to dismissal for reduction in force in accordance with the provisions of Article V of this contract.

**6. Verification of Leaves.**

The School Corporation reserves the right to require written verification of the kind and dates for all leaves.

**Q. Family and Medical Leave Act (FMLA) of 1993.**

The Board will comply with the Family Leave Act of 1993. In no case shall any leave currently listed in this article be diminished by the Family Medical Leave Act. As part of the Act, there is a health insurance benefit for the teacher.

**R. Association Days.**

The Association shall be provided a total of twenty-two (22) days during the school year of released time to conduct Association business with a maximum of seven (7) used on any given

day. Requests for Association days shall be made in writing and, when at all possible, at least three (3) days prior to such leave and shall be submitted to the Superintendent or his/her designee. The Association shall assume any expense incurred by the hiring of a substitute teacher.

#### **ARTICLE IV** **FRINGE BENEFITS**

##### **A. General Provisions.**

1. A teacher on temporary contract shall have the same fringe benefits as any other teacher.
2. The appropriate person in the Administration Center shall assist any teacher in understanding the fringe benefits available.
3. The Association President and the Association Insurance Chairperson shall receive copies within two days of reviewing copies of all information received from the insurance carriers concerning changes in coverages, services and rates. Representatives of the Association shall be allowed to examine and copy all correspondence between the School Corporation and the insurance carriers other than that information and correspondence which pertains to any individual teacher or employee.
4. As soon as possible after enrollment and with any plan change thereafter, each teacher shall be provided an abstract of benefits for each plan in which he/she is enrolled.
5. It shall be the responsibility of the Board and the Association to notify the employees of the need for information when requested by the insurance company.
6. It shall be the responsibility of the teacher to notify the Board and fill out the appropriate forms when any change in marital or dependent status affects his/her insurance coverage. The Board shall be responsible for reporting changes in marital or dependent status to the insurance carrier in a timely manner.
7. A committee of five (5) representatives of the Association and five (5) designees of the Board shall meet, if such a meeting is requested by either party, to discuss insurance carriers, coverages, services, and/or costs. Such insurance committee has the authority to make recommendations to the Board based on the committee's findings provided these recommendations are mutually agreed upon by the Association's insurance committee representatives and the Board's insurance committee representatives. If the Board does not accept the committee's recommendation(s), written reasons shall be provided to the committee.

**B. Health Insurance.**

For each teacher participating in the health insurance plan, the following amounts shall be contributed by the District on a monthly basis towards the cost of premiums of the health insurance coverage elected by the employee.

**Effective beginning February 1, 2019**

Amounts listed are the maximum amount per month

	PPO	HSA
▪ Single	663.00	624.26
▪ Employee + Children	1,090.00	1,045.00
▪ Employee + Spouse	1,310.00	1,250.76
▪ Family	1,550.00	1,489.82

For reference purposes, contribution levels appear in Appendix A-2.

However, if the total monthly premium for any coverage option is less than the amount specified above for that coverage, the Board shall contribute all but one dollar (\$1) of the total premium for that option on an annual basis.

**PPO:** Beginning February 1, 2019, the employees' contribution will absorb twenty-five percent (25%) of the ten percent (10%) offset that was contained in the 2017-2018 collective bargaining agreement in addition to the current year's premium increase. This amount does not reduce the employer's contribution levels as reflected herein.

Employee contributions will be divisible by twenty-four (24).

**1. Effective February 1, 2016:**

- a. If both the employee and spouse are teaching in the School Corporation, the Board shall contribute an amount equal to the employee getting the HSA 3,000/\$5,000 deductible plan at a cost of no more than \$1 per year per individual.
- b. If the employee and spouse elect other than what is stated above and have dependents, the School Corporation will only contribute towards the cost of one (1) family plan.
- c. If said employee and spouse do not have any dependents on the plan, then they both must enroll in the HSA \$3,000 deductible plan in order to receive their insurance benefit at \$1 per year

**2. Insurance Benefits.**

- a. A teacher who begins an unpaid leave during the school year shall have his/her insurance benefits paid for a time equal to the time worked under contract in proportion to the total year. A teacher on leave who is not being compensated for such leave or whose compensation for such leave has expired, may continue his/her insurance by paying an amount equal to the following month's premium to the School Corporation prior to the last day of each month. Such insurance coverage shall be subject to the permission of the applicable insurance carrier.

Once received, the School Corporation shall remit such premiums to the insurance company. For the purposes of this section, once a teacher has commenced the unpaid portion of a leave, the teacher shall maintain such unpaid leave status in connection with insurance contributions even if the teacher is qualified for and takes sick leave within the period of the unpaid leave.

3. The policies offered on February 1, 2020 shall remain in effect until changed by mutual agreement of both parties.
4. Health Savings Account Contributions are to be as follows based on points earned determined by the insurance committee:
  - a. \$250 annually for single plan coverage
  - b. \$625 annually for family, employee and spouse, and employee and children coverage.
  - c. No more than \$625 will be contributed annually to an employee and spouse regardless of the coverage level chosen by them.

**C. Dental Insurance.**

For each teacher participating in the dental insurance plan, the Board shall pay the following amounts toward the premiums. Employee contributions will be divisible by twenty-four (24).

1. The amount equal in cost to eighty (80) percent of the single premium shall be paid for each calendar year toward either the single or family dental plan that the teacher selects. If both the employee and spouse are teaching in the School Corporation, the Board shall contribute an amount equal to two single allotments that may be applied toward two single plans or one family plan. The current dental benefits shall continue until changed by mutual agreement of both parties.

**D. Enrollment in Health and Dental Insurance.**

1. Any eligible teacher may enroll in any of the insurance plan(s) described in this contract. Such enrollment must take place within thirty (30) calendar days following their first day of contracted employment. Coverage shall begin as outlined by insurance company policy provisions.
2. New applications and reclassification applications that do not meet the above criteria are considered late entrants and will be subject to evidence of insurability. Acceptance or rejection notification will be made to the employee after submission of a medical application. Coverage will be effective at the next premium due date following application approval. Evidence of insurability will not be required if an individual loses coverage due to the death of a spouse, layoff of a spouse, or divorce; provided that application is made within thirty (30) calendar days of the event causing the loss of coverage. The applicant shall provide proof of loss of coverage.
3. A teacher who returns from a leave of absence and who has not elected to retain his/her insurance coverage while on leave, may enroll according to the same procedures as a newly employed teacher unless contrary to policy provisions.

4. For informational purposes only: Any teacher who teaches less than a full day, the Board shall pay a prorated amount toward the part-time teacher's fringe benefit. The prorated ratio shall be that ratio used to calculate a part-time teacher's salary.
5. If a teacher was enrolled in the health and/or dental insurance plan(s) the preceding year, his/her coverage shall be continuous.

**E. Termination of Health and Dental Insurance.**

1. Any teacher may terminate his/her health and/or dental insurance coverage at open enrollment or upon life changing event by notifying the Business Office in the Administration Center.
2. In case of termination of employment at the end of the school year, the following shall be applicable:
  - a. The School Corporation shall continue to pay its proportionate share of the premiums for the health/and or dental insurance coverage for as long as the teacher is receiving his/her regular salary from the School Corporation.
  - b. The School Corporation shall continue to pay the School Corporation's share of the cost of the health and/or dental insurance premiums through August 31 for any teacher who has taught in the School Corporation through the end of the school year, but ceases to receive his/her regular salary from the School Corporation prior to August 31, provided the teacher deposits with the School Corporation such teacher's proportionate share of the insurance premium(s).

**F. Long Term Disability Insurance.**

The Board shall make available long term disability insurance coverage for each teacher. Such coverage shall include but not be limited to sixty-six and two-thirds (66 2/3) percent of the teacher's current base contract salary. Such insurance payments shall begin after ninety (90) consecutive calendar days of disability. The Board shall pay the total cost of the premium less twenty-four (24) cents for tracking purposes.

**G. Life Insurance.**

The Board shall provide sixty (\$60,000) thousand dollars of term life insurance thereafter. For each teacher upon payment of twenty-four (24) cents by the teacher, such term life insurance provided by the Board shall be effective on the first (1st) day of the month following the first (1st) day of employment for a newly enrolled teacher. Teachers may purchase up to fifty thousand (50,000) dollars of additional term life insurance within the insurance company provisions.

**H. Liability Insurance.**

The Board shall provide the same liability insurance coverage for teachers as is provided for building administrators. The Board shall pay the cost of such insurance coverage for teachers.

**I. Health Examination Cost.**

The cost of any health examination or test required by the Board shall be paid by the Board. The physician, place, and time shall be mutually agreed upon by the Board and the teacher.

**J. Vision Insurance.**

There shall be vision insurance available for each teacher in the School Corporation. The Board shall pay the equivalent of the total single premium of the vision insurance for each teacher enrolled in the vision insurance plan less twenty-four (24) cents for tracking purposes.

**K. Section 125.**

The parties agree to continue Section 125 Generation I and Generation II and employees shall pay the fee charged for Generation II.

**L. Expanded Background Checks.**

The school corporation shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per IC 20-26-5-10.

**ARTICLE V  
PROFESSIONAL COMPENSATION**

**A. Salary.**

**1. New Hire Salary.**

New hires shall be placed on the starting salary placement in Appendix A-1 in the column appropriate to their current education and on a row that does not exceed the number of years of experience they possess. No teacher shall be compensated at a rate less than the minimum salary reflected in the column corresponding to their current education. Teachers new to MSDLT in the 2019-2020 school year will not make less than the bottom BS 0 on the new hire schedule in Appendix A-1.

The superintendent shall have the discretion to hire hard to fill positions at base salary up to \$2,500.00 more than permitted in Appendix A-1, within the salary range. Hard to hire shall be defined as less than seven (7) qualified applicants for a position.

**For McKenzie Center for Innovation and Technology (MCIT) or affiliated programs:**

The School Corporation shall calculate Years of Experience for purposes of placement on the Starting Teaching Salary Grid as follows:

Teachers Possessing a Workplace Specialist's License: Shall receive (a) one (1) year of experience for each year of occupational experience in the field the teacher is hired to teach or (b) one year of experience for each year of teaching experience

Teachers in the Process of Earning a Workplace Specialist's License: Shall be calculated by subtracting one (1) from the total year(s) of occupational experience in the field the teacher is hired to teach

## 2. **Base Salary Increases.**

### **General Eligibility.**

Teachers must be rated by MSDLT in the prior year, and not rated Ineffective or Improvement Necessary to be eligible for a salary increase. Teachers rated Ineffective or Improvement Necessary will remain at their prior year salary.

### **Factors and Definitions.**

**Evaluation rating** – A returning teacher must have received a highly effective or effective evaluation rating for the prior school year.

**Academic needs of students** – The need to retain returning teachers with one or more years of MSDLT experience whose current salary is less than the starting salary placement in Appendix A-1. The teacher shall receive a percentage increase not to exceed \$2,000.00 or the starting salary placement that corresponds with the teacher's experience and education level in Appendix A-1. The salary increase for academic needs is a teacher retention catch-up.

### **Distribution**

Evaluation rating = 3%

Academic Needs = up to 9.8%

Example 1: The current salary placement for a teacher with a bachelor's degree and 1 year of experience is \$43,635. A returning teacher with a bachelor's degree and 1 year of experience whose current base salary is \$41,100 shall receive the lesser of 9.8% increase (\$4,027.80) or \$2,000.00, or not to exceed the current placement salary of \$43,635. In this scenario, the teacher will receive a \$2,000.00 base increase under the Academic Needs factor.

Example 2: The current salary placement for a teacher with a bachelor's degree and 3 years of experience is \$45,200. A returning teacher with a bachelor's degree and 3 years of experience whose current base salary is \$42,100 shall receive the lesser of 9.8% increase (\$4,125.80) or \$2,000.00, or not to exceed the current placement salary of \$45,200. In this scenario, the teacher will receive a \$2,000.00 base increase under the Academic Needs factor.

Example 3: The current salary placement for a teacher with a master's degree and 3 years of experience is \$45,250. A returning teacher with a master's degree and 3 years of experience whose current base salary is \$45,100 shall receive the lesser of 9.8% increase (\$4,419.80) or \$2,000.00, or not exceed the current placement salary of \$45,250. In this scenario, the teacher will receive a \$150.00 base increase under the Academic Needs factor.

Example 4: The current salary placement for a teacher with a master's degree and 14 years of experience is \$66,200. A returning teacher with a master's degree and 14 years of experience whose current base salary is \$51,000.00 shall receive the lesser of 9.8% increase (\$4,998.00) or \$2,000.00, or not exceed the current

placement salary of \$66,200. In this scenario, the teacher will receive a \$2,000.00 base increase under the Academic Needs factor.

### **Redistribution**

Pursuant to I.C. Ch. 20-28-11.5 Any money that would have been given to teachers who were rated ineffective or needs improvement will be equally distributed amongst all teachers receiving an effective or highly effective evaluation rating. This amount will not be added to the base contracted salary.

#### **3. Salary Range**

The Salary Range prior to any increases provided pursuant to this agreement shall be \$42,622 to \$81,181, not including current year increases or TRF contributions. The base salary range for the 2019-2020 school year, after increases negotiated in this agreement, is from \$43,000 to \$83,725.

#### **4. Ancillary Duty: Dual Credit Stipend**

Certified Teachers who teach a Dual Credit Course and meet the requirements of the Higher Learning Commission (HLC) will receive a \$500.00 stipend upon successful completion of each semester.

#### **5. Ancillary Duty: First Year Teacher Mentor Stipend**

The First Year Mentor Stipend will be available to all certified staff who have attended district sponsored mentor training at any time and received a certificate. Compensation will be \$300.00 per semester to paid at the end of each semester.

#### **6. Ancillary Duty: School Psychologist Summer Work Compensation**

School Psychologist will be paid their hourly pay rate not to exceed \$50 per hour.

### **B. Wage Payment Arrangement Pay Dates.**

The teacher's contract salary shall be paid in twenty-six (26) installments. Teachers who are in their first year of employment with the School District will be paid in twenty-seven (27) installments with the first pay being two (2) weeks prior to the first pay date for other teachers. Should the district move to an alternative calendar, teachers who are in their first year of employment with the School District will be paid in twenty-eight (28) installments with the first pay being four (4) weeks prior to the first pay date for other teachers. The Pay Date Schedule is set forth in Appendix C. A teacher may submit a request in writing by June 1 to the Superintendent for the remaining balance of the contract salary to be paid in June. The Board shall provide direct deposit of payroll checks to the account of any teacher in any direct deposit participating financial institution upon submission of the appropriate requests. All teachers employed shall have direct deposit.

### **C. Ancillary Duty: Homebound Teaching Compensation.**

Compensation for homebound teaching assignments made by the Board shall be paid Twenty-five Dollars (\$25.00) per hour.



**D. Part Time Compensation.**

For informational purposes only: In connection with a part-time assignment (a teacher teaching less than a full-time assignment for a day), the contract salary shall be computed by multiplying the full-time salary times the percentage determined from dividing the length of the time the teacher is required to be present plus the appropriate proportion of the preparation time by the total length of the regular teacher day.

**E. Ancillary Duty: Extracurricular Activity Compensation.**

**Section E is provided for informational purposes only.**

The placement list for positions on the Extracurricular Salary Schedule appears in Appendix B. If the Board sees the need to establish a new position, or give additional compensation over and above that designated on the applicable schedule during the term of this contract, the Board shall first discuss such need with the Association. This item of discussion is subject to bargaining during the formal bargaining period, after the bargaining timeline expires this item will be subject to discussions. The dollar amount for a given extracurricular position(s) may be split between two (2) or more teachers or combined for two (2) or more teachers as long as the total amount paid is equal to the amount specified for the position(s) and as long as the involved teacher(s) and supervising administrator agree.

Responsibilities for compensated extra-curricular activities may and usually are performed outside the regular teaching day.

**1. Middle School Intramural Program.**

At the middle school level, the intramural program may be organized in one (1) of two (2) ways:

- a. One (1) head person and two (2) assistant persons shall carry out the program.
- b. Eighteen (18) dollars per session shall be available for each middle school to pay for intramural sessions. Each middle school is limited to a maximum of two hundred fifty (250) sessions.

**F. Ancillary Duty: Activities Beyond the School Day Compensation.**

Teachers who are required to work at various activities which occur at times other than during the school day shall be compensated at the rate of not less than nine (9) dollars per hour. Such activities shall include but not be limited to athletic events, plays, musicals and dances.

**G. Summer School Teaching and Credit Recovery Compensation.**

The Superintendent has determined that summer school pay will be bargained. Compensation for summer school teachers for which teacher certification is required shall be paid Twenty-five Dollars (\$25.00) per hour. Compensation for summer school teachers shall be paid every two (2) weeks starting with the first (1st) pay in July.

**H. Ancillary Duty: Online LTeC Courses.**

**Section H is included for informational purposes only.**

Teachers who instruct via online courses beyond the contracted school day shall be compensated through contracted services agreements as independent contractors.

**Determining Order of Teacher Availability:** Applications will be grouped according to the following criteria.

Group 1 – MSDLT Teachers currently teaching courses

Group 2 – MSDLT Teachers licensed, but not currently teaching courses

Group 3 – Retired MSDLT Teachers

Group 4 – Non-MSDLT Teachers

**Please note:** A lottery system will be used to place teachers in rank order within each group.

**Pay Scale**

Course completion is defined as completing 60% of assignments AND taking the final examination (current practice is to have student take it “live”).

Completion of Course	Final Taken?	
	Yes	No
10%	\$25	\$25
20%	\$50	\$25
30%	\$50	\$50
40%	\$75	\$50
50%	\$75	\$75
60%	\$125	\$75
70%	\$125	\$100
80%	\$125	\$100
90%	\$125	\$100
100%	\$125	\$100

**I. Ancillary Duty: Curriculum In-service/Presentation Compensation.**

Compensation for School District assigned tutoring, curriculum development, translating services, or remediation study tables will be paid at a per-hour rate of Twenty-five Dollars (\$25.00). Compensation for presentations and other in-services at which a teacher presents and which have been designated by the School District to be compensated will be paid at a per-hour rate of Thirty-one (\$31.00). Pre-approved planning will also be compensated at Thirty-one (\$31.00) per hour.

**J. Ancillary Duty: Car Allowance.**

A teacher who is not provided with a car by the School Corporation and who is authorized in writing by the Board or its designee to use his/her own car in pursuance of assigned school duties, shall be reimbursed at the official IRS allowable rate.

**K. Extended Contracts.**

It is understood the following positions may be contracted for a number of days beyond the board approved days for the 2019-2020 contract for Certified Staff Members. If any of the positions are contracted beyond the board approved days for the 2019-2020 contract, the compensation for those days shall be based on a daily rate of the individual filling that position.

(The number of days listed are not negotiated, and are included for reference only)

1. Secondary media specialists and Middle School guidance counselors shall receive a ten (10) work day extension of their contracts. High School guidance counselors shall receive a twelve (12) work day extension of their contracts.
2. Elementary media specialists and assistants to the principal shall receive a five (5) work day contract extension.
3. Psychologists shall receive a five (5) day work contract extension.
4. Career and Technical teachers in co-op programs or working with outside vendors for the preparation of courses shall receive the following contract extension of work days:
  - a. Business, food service, cosmetology, and auto body repair – five (5)

**L. Professional Development Repayment.**

The district may enter into a reimbursement agreement with a teacher offered training beyond the standard staff professional development opportunities at the district's expense, and costing more than \$1,000 (total cost includes registration, travel and hotel). Such agreement will prorate the reimbursement amount over not more than four (4) years at which time it will be forgiven if the teacher has remained actively employed, is being paid for a minimum of 120 contracted days per school year and is in the same or similar position for the district throughout that period.

**M. Ancillary Duty: Professional Development Expenses/Reimbursements.**

When the School District designates that there will be compensation for curriculum projects and other in-services (whether during the school year or summer), that compensation will be paid at Twenty-five Dollars (\$25.00) per half day up to a maximum of Fifty Dollars (\$50.00).

1. **Attending Locally Hosted Professional Development Events**

Certified participants approved by the Office of Curriculum, Instruction & Professional Development to attend PD events hosted within 30 miles of the participant's place of employment will receive a stipend of \$50 per day. The intent of this stipend is to defray participants' expenses such as meals, mileage, childcare, etc. No additional reimbursements will be provided unless approved by the Director of Curriculum, Instruction & Professional Development.

2. **Attending Professional Development Events within Driving Distance (no overnight stay)**

Certified participants approved by the Office of Curriculum, Instruction & Professional Development to attend PD events hosted at a location more than 30 miles from the participant's place of employment, but not requiring overnight lodging, will receive a

stipend of \$50 per day plus reimbursement for mileage beyond the initial 30 miles. No additional reimbursements will be provided unless approved by the Director of Curriculum, Instruction & Professional Development.

3. **Attending Professional Development Events within Driving Distance (with overnight stay)**

Certified participants approved by the Office of Curriculum, Instruction & Professional Development to attend PD events requiring overnight lodging will receive the district-approved meal per diem and reimbursement for mileage beyond the initial 30 miles from the participant's place of employment. No additional reimbursements will be provided unless approved by the Director of Curriculum, Instruction & Professional Development.

4. **Attending Professional Development Events via Air Transportation (with overnight stay)**

Certified participants approved by the Office of Curriculum, Instruction & Professional Development to attend PD events requiring air transportation and overnight lodging will receive the district-approved meal per diem. No additional reimbursements will be provided unless approved by the Director of Curriculum, Instruction & Professional Development.

5. **License Renewal**

Certified participants will be responsible for keeping track of their personal professional development hours for license renewal.

**ARTICLE VI  
RETIREMENT**

**A. Overview of Retirement Benefits.**

The specific retirement benefits will vary for teachers depending upon which classification is applicable to a teacher. Teachers employed prior to the 2007-2008 school year were eligible for one of the following two Benefit Options:

1. Transition Option Benefits as provided Appendix I below.
2. Retirement Restructuring Program Benefits as provided in Section B below.

The above benefit options are still included in this contract for historical reference for retirees.

Retirement Benefits for teachers whose first day of teaching was after the 2007-2008 school year or a teacher who resumed teaching after the 2007-2008 school year after a separation of employment will qualify for the benefit option set forth in Section D.

Teachers retiring prior to the 2008-2009 school year shall be governed by the respective Collective Bargaining Agreement in effect at the time of the teacher's retirement.

**B. Retirement Benefits for Teachers Participating in the Retirement Restructuring Program.**

**1. Eligibility.**

Teachers employed during (1) both the 2007-2008 and 2008-2009 school years, and (2) who were enrolled in the School District's (i) medical and pharmacy, (ii) dental and/or vision insurance program during the 2007-2008 school year will receive a buyout of their current bridge benefits provided by the 2005-2008 Collective Bargaining Agreement with the exception of the following:

- Teachers who (1) are fifty-nine (59) years of age or older on or before November 1, 2008, and (2) file on or before November 1, 2008 (received by the date), a written irrevocable notice of election to receive the transition retirement benefits (the retirement benefits which were in the 2005-2008 Collective Bargaining Agreement and as set forth in this Section) will receive such benefits upon retirement.

**2. Retirement Restructuring Lump Sum Contribution.**

In response to both the mandate and opportunity provided by Public Law 253 (Acts of 2001) commonly known as Senate Enrolled Act 199 the Association and the School District engaged in a retirement restructuring review for several years culminating in an agreement in 2008.

As a result of this restructuring, teachers (1) who do not elect the transition option benefits of Article XIII, Section B or who (2) do not qualify for retirement benefits pursuant to Article XII, Section D, will receive a one-time lump sum buy-out contribution.

A teacher's eligibility and the data for determining the amount of the lump sum data will be frozen as of the 2007-2008 school year.

The amount of the buy-out contribution was actuarially determined and the amount of the buy-out contribution is set forth in a "Retirement Restructuring Buyout of Medicare Bridge Benefit Program Memorandum of Agreement" by and between the School District and the Association. The amount of the buy-out specified in the Memorandum of Agreement is enforceable through the grievance procedure of the Agreement. These contributions will be deposited on or before November 15, 2008.

The lump sum buyout will be deposited into a separate account for each eligible teacher in the Retirement 501(c)(9) Trust ("Retirement VEBA") with the exception of the following contribution:

Teachers who would be eligible for a buy-out above in paragraph one (1) but are in dental only, vision only, or dental/vision, will receive a prorated buy-out to the equivalent of a buy-out toward a health insurance program as to those teacher's current respect premiums (dental only, vision only, dental/vision). These amounts will not be deposited in the Retirement VEBA but will be deposited in the teacher's 401(a) account.

If there are any fees charged by the VEBA vendor for the active teachers prior to their retirement, the School District will reimburse for the first four (4) years following the deposit date any fees charged by depositing an amount equal to the fee or fees charged to the account. After the third year (November 2011) a joint committee of up to three (3) Association members and up to three (3) administrators will review the current VEBA

vendor with the purpose of determining whether the vendor should be changed for the Retirement VEBA Plan.

Since this Retirement Restructuring Program is a replacement for the benefits provided for in Article XIII, Section C, that contribution to eligible teachers will not vest until the teacher has a total of ten (10) years or more of service in the Metropolitan School District of Lawrence Township and reaches the age of fifty (50) years.

A teacher who qualifies for and is receiving benefits from the Metropolitan School District of Lawrence Township Long Term Disability Insurance Plan will continue to accrue years of service credit.

Teachers on approved leave will accrue years of service for vesting if the teacher's approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement.

Teachers on recall who were laid off by the School District will continue to accrue years of service for vesting until the earlier of the following events:

- (1) three (3) years on the recall list when the teacher's recall rights terminate; or
- (2) rejects a recall offer to a position for which the teacher is licensed.

In the event that either of the above two (2) events occur and the teacher has not become vested then the value of the teacher's account will be forfeited to the Plan and will be reallocated.

A teacher meeting the above vesting requirement will become fully vested. A teacher whose employment is terminated prior to vesting or who is on recall status and a forfeiting event occurs prior to vesting will have the then current value of the Retirement Restructuring Buy-Out Payment reallocated at the end of each school year among the then remaining separate Retirement Restructuring Buy-Out Payment accounts in a similar ratio for the reallocation as was the ratio for the initial deposit of the remaining accounts.

### 3. **Service Credit.**

A teacher currently employed by the School Corporation who retires from the School Corporation at age fifty (50) or more before September 1st of the next contract year and who has been employed therein for at least ten (10) years or who becomes permanently disabled with at least ten (10) years of employment therein, shall be eligible to receive a service credit.

The amount of the service credit shall be fifty dollars (\$50.00) for each day of unused accumulated medical leave and any eligible personal leave days that qualify under Article VI Retirement, Section C, Advanced Notice of Retirement Benefits.

This service credit shall be deposited in the teacher's account with a School District's Qualified Tax Deferred Plan as soon as administratively possible after the last day the teacher receives pay before they retire.

In order to become eligible for the benefits described in this section, the retiring teacher shall notify the Superintendent in writing of his/her intent to retire on or before the

teacher's last regular contracted day. This requirement shall be waived if retirement is due to disability.

If a teacher currently employed by the School Corporation who has attained age fifty (50) or more before September 1st of the next contract year and who has been employed for at least ten (10) years in the School Corporation becomes deceased, his/her estate shall receive his/her service credit based on the computations outlined in this section.

4. **Health Insurance Benefits During Retirement.**

a. **Retired Teacher Eligibility.**

A faculty member who chooses to retire may continue to participate in the health insurance program at the same level they were at the time of retirement or on a single plan at the faculty member's option in the group health insurance program provided by the Board, if that teacher meets the following three qualification requirements:

- (1) Is at least age fifty (50) on the first day of retirement;
- (2) Has at least 10 years of service in the School Corporation; and
- (3) Either is:
  - (a) Enrolled in the group health insurance, dental and/or vision plan at the time of retirement; or
  - (b) otherwise is eligible pursuant to the Plan and IC 51082.6(G).

The right to continue membership is contingent upon the retired teacher timely submitting insurance premiums and will continue until the month the retired teacher is eligible for Medicare.

The right to continue participating in the School Corporation's group health insurance plan will terminate upon the earliest date the retiree is eligible for Medicare. If a faculty member fails to pay his/her premium on time, he/she will automatically be dropped from the program at the end of the thirty (30) days and shall not be reinstated.

b. **Spouse of Retired Teacher Eligibility.**

A teacher who is covered along with his/her spouse by the group health insurance plan at the time of the teacher's retirement may continue coverage with the spouse either through a family or two single membership plans. All future teacher retirees after July 1, 2016 who are covered along with his/her spouse by the group health insurance plan at the time of the teacher's retirement may continue coverage with the spouse through an Employee and Spouse membership plan. A retiring teacher who is not a member of the group health insurance plan at the time of retirement or otherwise is eligible pursuant to the Plan and IC 51082.6(G). Additionally, a teacher who meets the qualifications of subsection (1) above but dies before actually retiring, an eligible teacher's surviving spouse may elect to continue to

participate if the spouse was enrolled in the group health insurance program on the day of the teacher's death.

The right of a spouse to continue to participate in the group health insurance plan will continue until it is terminated based upon the occurrence of the earlier of the following events:

- (1) The earliest date the spouse is eligible for Medicare;
- (2) Thirty (30) days following the failure to pay on time the health insurance premiums;
- (3) If the retiring teacher is alive, the divorce of the retiring teacher and the spouse; or
- (4) If the teacher is deceased at the time the spouse remarries.

5. **Retirement Savings Plan the School District's 401(a) Tax Deferred Program.**

The School District's 401(a) Tax Deferred Program. Teachers shall have the opportunity to participate with any approved vendor in the School District's 401(a) Tax Deferred Program. Vendors become approved vendors by complying with the School District's 401(a) Plan requirements and being mutually approved by the LEA and the School District. These programs, though provided to teachers, are not endorsed by either the Association or the Board.

Teachers who make employee elective contributions to any district approved tax deferred company are eligible to participate in the Tax Deferred Annuity Match Savings Plan. The Board contribution will be made to a district approved vendor.

The Board of Education will contribute an amount equal to two and a half percent (2.5%) match to the teacher's account in the 401(a) plan for the -2019-2020 school year and thereafter. The Board of Education will contribute an additional .25% match to the teacher's account in the 401(a) plan contingent upon the February 2020 ADM student count of 50 or more new students greater than the September 2019 ADM. The additional .25% match shall be retroactive to January 1, 2020.

Teachers who choose not to participate in this program will not be able to claim the Board's contribution to this plan in some other form of compensation or benefits. Teachers whose employment first commences after the 2000-2001 school year will have a one (1) year period before they are vested in the Matching Annuity Plan for any of the Board's contribution.

C. **Retirement Benefits for Teachers whose First Day of Teaching was after the 2007-2008 School Year or a Teacher Who Resumes Teaching After the 2007-2008 School Year Following a Separation of Employment.**

1. **Eligibility.**

A teacher whose first day of teaching or who resumes teaching after a separation of employment after the 2007-2008 school year will receive retirement benefits only under this section.



2. **Service Credit.**

A teacher currently employed by the School Corporation who retires from the School Corporation at age fifty (50) or more before September 1st of the next contract year and who has been employed therein for at least ten (10) years or who becomes permanently disabled with at least ten (10) years of employment therein, shall be eligible to receive a service credit.

The amount of the service credit shall be fifty dollars (\$50.00) for each day of unused accumulated medical leave and any eligible personal leave days that qualify under Article XIII, Retirement, Section D, Advanced Notice of Retirement Benefits. This service credit shall be deposited in the teacher's account with a School District's Qualified Tax Deferred Plan as soon as administratively possible after the last day the teacher receives pay before they retire.

In order to become eligible for the benefits described in this section, the retiring teacher shall notify the Superintendent in writing of his/her intent to retire on or before the teacher's last regular contracted day. This requirement shall be waived if retirement is due to disability.

If a teacher currently employed by the School Corporation who has attained age fifty (50) or more before September 1st of the next contract year and who has been employed for at least ten (10) years in the School Corporation becomes deceased, his/her estate shall receive his/her service credit based on the computations outlined in this section.

3. **Health Insurance Benefits During Retirement.**

a. **Retired Teacher Eligibility.**

A faculty member who chooses to retire may continue to participate in the health insurance program at the same level they were at the time of retirement or on a single plan at the faculty member's option in the group health insurance program provided by the Board, if that teacher meets the following three qualification requirements:

- (1) Is at least age fifty (50) on the first day of retirement;
- (2) Has at least 10 years of service in the School Corporation; and
- (3) Either is:
  - (a) Enrolled in the group health insurance, dental and/or vision plan at the time of retirement; or
  - (b) otherwise is eligible pursuant to the Plan and IC 51082.6(G).

The right to continue membership is contingent upon the retired teacher timely submitting insurance premiums and will continue until the month the retired teacher is eligible for Medicare.

The right to continue participating in the School Corporation's group health insurance plan will terminate upon the earliest date the retiree is eligible for Medicare. If a faculty member fails to pay his/her premium on time, he/she

will automatically be dropped from the program at the end of the thirty (30) days and shall not be reinstated.

b. **Spouse of Retired Teacher Eligibility.**

A teacher who is covered along with his/her spouse by the group health insurance plan at the time of the teacher's retirement may continue coverage with the spouse either through a family or two single membership plans. All future teacher retirees after July 1, 2016 who are covered along with his/her spouse by the group health insurance plan at the time of the teacher's retirement may continue coverage with the spouse through an Employee and Spouse membership plan. A retiring teacher who is not a member of the group health insurance plan at the time of retirement or otherwise is eligible pursuant to the Plan and IC 51082.6(G). Additionally, a teacher who meets the qualifications of subsection (1) above but dies before actually retiring, an eligible teacher's surviving spouse may elect to continue to participate if the spouse was enrolled in the group health insurance program on the day of the teacher's death.

The right of a spouse to continue to participate in the group health insurance plan will continue until it is terminated based upon the occurrence of the earlier of the following events:

- (1) The earliest date the spouse is eligible for Medicare;
- (2) Thirty (30) days following the failure to pay on time the health insurance premiums;
- (3) If the retiring teacher is alive, the divorce of the retiring teacher and the spouse; or
- (4) If the teacher is deceased at the time the spouse remarries.

4. **Retirement Savings Plan.**

a. **The School District's 403(b) Tax Deferred Program.**

The School District's 403(b) Tax Deferred Program. Teachers shall have the opportunity to participate with any approved vendor in the School District's 403(b) Tax Deferred Program. Vendors become approved vendors by complying with the School District's 403(b) Plan requirements and being mutually approved by the LEA and the School District. These programs, though provided to teachers, are not endorsed by either the Association or the Board.

Teachers who make employee elective contributions to any district approved tax deferred company are eligible to participate in the Tax Deferred Annuity Match Savings Plan. The Board contribution will be made to a district approved vendor.

The Board of Education will contribute an amount equal to two percent (2%) match to the teacher's account in the 403(b) plan for the 2012-2013 school year and thereafter.

Teachers who choose not to participate in this program will not be able to claim the Board's contribution to this plan in some other form of compensation or benefits. Teachers whose employment first commences after the 2000-2001 school year will have a one (1) year period before they are vested in the Matching Annuity Plan for any of the Board's contribution.

b. **Replacement Contribution to 401(a) Plan for the Elimination of the Medicare Bridge Benefit Program.**

Teachers whose employment starts for the first time or recommences after a separation of employment beginning with the 2008-2009 school year no longer will be eligible for the current retirement bridge benefits. These teachers will receive a supplemental contribution to the 401(a) plan in the amount of one percent (1%) of their salary on the salary schedule for each of their first three (3) years. The vesting for this contribution will be five (5) years.

5. **Advanced Notice of Retirement Benefits.**

A teacher who meets the eligibility requirements of Section A above and provides the Human Resources Office a written retirement letter on or before February 1 of the last year of teaching before retirement shall receive Fifty Dollars (\$50.00) for each day of unused accumulated personal leave (maximum of five (5) days). This amount shall be paid to the teacher on his payday following his/her last teacher day.

**ARTICLE VII  
GRIEVANCE PROCEDURE**

**A. Definitions.**

1. A "grievance" is an alleged violation, claimed misinterpretation or misapplication of a specific article or section of this contract.
2. The terms "teacher" and "grievant" shall include any individual in the bargaining unit, group of individuals in the bargaining unit, or the Association.

**B. General Conditions.**

1. All formal grievances shall be submitted in writing on the form that appears in Appendix G. Such forms shall be provided by the Association.
2. Each written grievance shall contain a clear, concise statement of the grievance, the issue involved, and shall in each instance state the specific alleged violation and the remedy recommended.
3. Individual written grievances and appeals of grievances shall be signed by the teacher and the Association. All other grievances shall be signed by the Association.
4. After a grievance has been filed, no consultation or discussion concerning the grievance shall exist outside the grievance procedure.

5. Any grievance not presented at the appropriate level within forty-five (45) days of the time the grievant knew or reasonably should have known of the alleged violation shall be deemed waived.
6. All steps of the grievance procedure shall be conducted outside the regular teacher day or at a mutually agreed upon time.
7. Time limits may be extended only by mutual agreement signed by both parties.
8. Any grievance not advanced from one (1) step to the next within the time limits shall be deemed resolved by the answer at the previous step.
9. No information, witness, or documentation may be used in any arbitration proceeding unless it has been made known to the other party prior to the arbitration hearing.
10. Decisions rendered shall be submitted in writing.
11. All decisions rendered must be signed by the administrator making the decision.
12. Any grievance that arises during the effective dates of this contract or during any status quo period of this contract shall be processed to conclusion.
13. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be considered in the assignment, transfer, promotion, or any job related matter.

**C. Informal Level.**

The parties herein encourage a teacher having a potential grievance to discuss the problem with his/her principal or other appropriate administrator prior to recourse to the formal grievance procedure. At such discussion either party may be accompanied by representative(s) of his/her choice. The administrator shall not initiate any discussion with the grievant concerning the potential grievance prior to the arranged discussion. The parties agree that any teacher has the right to file and process a grievance pursuant to this grievance procedure and that no action shall be taken against a teacher for voicing an intent to file, filing, or processing a grievance. If a grievance is filed by an individual teacher, the Association shall be notified and copies provided within five (5) days.

**D. Formal Level.**

1. **Level One.**

If the potential grievance is not solved through discussion with the principal or appropriate administrator, a written grievance must be filed with the Executive Director of Human Resources. Within ten (10) days after receipt of the written grievance, the Executive Director of Human Resources or other designated administrator shall meet with the grievant and his/her representative(s) if he/she chooses to bring a representative(s). Following that meeting a written answer shall be prepared and delivered to the grievant and the Association within five (5) days.

2. **Level Two.**

Within ten (10) days after receiving the decision of the Executive Director of Human Resources the Association may appeal the decision to the Superintendent. The Superintendent shall hold a hearing within ten (10) days of receipt of the appeal. The Superintendent shall submit his decision in writing within five (5) days following the hearing. A written decision shall be delivered to the grievant and the Association.

**ARTICLE VIII**  
**TERM OF CONTRACT**

This contract shall be effective as of July 1, 2019 and shall remain in effect through June 30, 2020, with the exception of those provisions which specifically go into effect and/or expire by their own terms at such other dates.

**NON-REPRISAL**

There shall be no reprisal of any kind taken by the Board or its agents against any employee for any actions related to the bargaining of this agreement.

This Agreement is so attested to by the parties whose signatures appear below.

Entered into the \_\_\_\_ day of November, 2019

M.S.D. LAWRENCE TOWNSHIP

LAWRENCE EDUCATION ASSOCIATION

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
President, LEA

\_\_\_\_\_  
Secretary, Board of Trustees

\_\_\_\_\_  
Vice President, LEA

**Appendix A-1**

**Starting Salary Placement**

<b>Years of Experience</b>	<b>Bachelors</b>	<b>Masters</b>
0	43,000	44200
1	43635	44635
2	43943	44943
3	45200	45250
4	46700	48200
5	47200	48700
6	48200	49200
7	49200	51200
8	50200	53200
9	53200	56200
10	55200	58200
11	56200	59200
12	57500	61200
13	57900	65500
14	60370	66200
15	61500	68000
16	62500	72200
17	63500	73200
18	64000	73500
19	65000	74000
20	65500	74200

**APPENDIX A-2**  
**Metropolitan School District of Lawrence Township**  
**Insurance Premiums**

Effective Beginning February 1, 2019

	Total Monthly Premium	Employee Month	MSDLT Month	EE 24 Ded	MSDLT 24 Contrib
<b>PPO 1000</b>					
Family	2,989.92	1,282.31	1,707.61	641.16	775.00
EE+Spouse	2,423.41	985.66	1,437.75	492.83	655.00
EE+Children	2,024.77	828.04	1,196.73	414.02	545.00
Single	1,094.70	376.39	718.31	188.20	331.50
<b>PPO 1500</b>					
Family	2,880.46	1,178.61	1,701.85	589.31	775.00
EE+Spouse	2,334.70	901.62	1,433.08	450.81	655.00
EE+Children	1,950.63	757.80	1,192.83	378.90	545.00
Single	1,010.70	294.42	716.28	147.21	331.50
<b>HSA3000</b>					
Family	2,002.92	513.10	1,489.82	256.55	744.91
EE+Spouse	1,623.42	372.66	1,250.76	186.33	625.38
EE+Children	1,356.37	311.37	1,045.00	155.69	522.50
Single	702.77	78.51	624.26	39.26	312.13
<b>HSA5000</b>					
Family	1,733.29	243.47	1,489.82	121.74	744.91
EE+Spouse	1,404.89	154.13	1,250.76	77.07	625.38
EE+Children	1,173.78	128.78	1,045.00	64.39	522.50

Single	608.17	0.08	608.09	0.04	304.05
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Note: If an employee and their spouse, if applicable, do not complete a biometric screen, which is part of our wellness program, before March 1, 2020 the total premium will increase by \$100 for a single or an Employee plus Child or \$200 for an Employee plus Spouse or a Family plan.



**APPENDIX B METROPOLITAN SCHOOL DISTRICT OF LAWRENCE TOWNSHIP**  
**EXTRACURRICULAR SALARY SCHEDULE**

Note: Number of positions is not negotiated and is for reference only

<b><u>Athletics</u></b>	<b><u>Salary</u></b>
Baseball	
HS Head (2)	\$6000
HS Asst./JV (6)	\$3900
MS (4)	\$2700
Softball	
HS Head (2)	\$6000
HS Asst./JV (6)	\$3900
MS (4)	\$2700
Soccer	
HS Head Mens (2)	\$6000
HS Head Womens (2)	\$6000
HS Asst. Mens (4)	\$3900
HS Asst. Womens (4)	\$3900
HS Freshman Mens (2)	\$3200
HS Freshman Womens (2)	\$3200
MS (4)	\$2700
MS Assistant	\$2000
Swimming	
HS Head Mens (2)	\$6500
HS Head Womens (2)	\$6500
HS Asst. Mens (2)	\$3900
HS Asst. Womens (2)	\$3900
MS Head (2)	\$2700
MS Asst. (2)	\$2200
Diving	
HS Mens (2)	\$3900
HS Womens (2)	\$3900
Tennis	
HS Head Mens (2)	\$6000
HS Head Womens (2)	\$6000
HS Asst. Mens (2)	\$3900
HS Asst. Womens (2)	\$3900
MS Mens (2)	\$2700
MS Womens (2)	\$2700
Golf	
HS Head Mens (2)	\$5000
HS Head Womens (2)	\$5000
HS Asst. Mens (2)	\$3900

HS Asst. Womens (2)	\$3900
MS Mens (2)	\$2700
MS Womens (2)	\$2700
Cross Country	
HS Head Mens (2)	\$6000
HS Head Womens (2)	\$6000
HS Asst. Mens (2)	\$3900
HS Asst. Womens (2)	\$3900
HS Freshman Mens (2)	\$2200
HS Freshman Womens (2)	\$2200
MS Head Mens (2)	\$2700
MS Head Womens (2)	\$2700
MS Asst. Mens (2)	\$2000
MS Asst. Womens (2)	\$2000
Track & Field	
HS Head Mens (2)	\$6000
HS Head Womens (2)	\$6000
HS Asst./JV Mens (6)	\$3900
HS Asst./JV Womens (6)	\$3900
HS Freshman Mens (4)	\$3200
HS Freshman Womens (4)	\$3200
HS Head Unified (2)	\$2200
HS Asst. Unified (2)	\$2000
MS Head Mens (2)	\$2700
MS Head Womens (2)	\$2700
MS Asst. Mens (4)	\$2200
MS Asst. Womens (4)	\$2200
MS Unified (2)	\$1200
Football	
HS Associate (4)	\$6000
HS Asst. (10)	\$4800
HS Head Freshman (2)	\$3900
HS Asst. Freshman (4)	\$3200
MS Head 7 <sup>th</sup> (2)	\$3200
MS Head 8 <sup>th</sup> (2)	\$3200
MS Asst. 7 <sup>th</sup> (4)	\$2700
MS Asst. 8 <sup>th</sup> (4)	\$2700
Basketball	
HS Associate Mens (2)	\$6000
HS Associate Womens (2)	\$6000
HS Asst./JV Mens (4)	\$4800
HS Asst./JV Womens (4)	\$4800
HS Head Freshman Mens (2)	\$3900
HS Head Freshman Womens (2)	\$3900
HS Asst. Freshman Mens (2)	\$3200

HS Asst. Freshman Womens (2)	\$3200
MS Head 7 <sup>th</sup> /8 <sup>th</sup> Mens (2)	\$3200
MS Head 7 <sup>th</sup> /8 <sup>th</sup> Womens (2)	\$3200
MS Asst. Mens (4)	\$2200
MS Asst. Womens (4)	\$2200
6 <sup>th</sup> Grade Mens (11)	\$1000
6 <sup>th</sup> Grade Womens (11)	\$1000
<b>Lacrosse</b>	
HS Head Mens (2)	\$4,000
HS Head Womens (2)	\$4,000
HS Asst. Mens (2)	\$2,000
HS Asst. Womens (2)	\$2,000
MS Head (2)	\$1500
MS Asst. (2)	\$1000
<b>Wrestling</b>	
HS Head (2)	\$6000
HS Asst./JV (4)	\$3900
HS Head Freshman (2)	\$3200
MS Head (2)	\$2700
MS Asst. (2)	\$2200
MS Wrestlerette (2)	\$2000
<b>Volleyball</b>	
HS Head (2)	\$6000
HS Asst./JV (4)	\$3900
HS Head Freshman (2)	\$3200
MS Head (4)	\$2700
<b>Cheerleading</b>	
HS Varsity Fall (2)	\$3900
HS Varsity Winter (2)	\$3900
HS JV Fall (2)	\$2150
HS JV Winter (2)	\$2150
HS Freshman Fall (2)	\$2000
HS Freshman Winter (2)	\$2000
MS Fall (2)	\$2700
MS Winter (2)	\$2700
HS Equipment Manager (Fall/Winter/Spring)	\$1700

## **Performing Arts**

## **Salary**

### **High School**

HS Marching Band Director (1)	\$15,000
HS Assistant Marching Band Director (2)	\$8000
HS Marching Band Color Guard (2)	\$3900
HS Winter Color Guard (2)	\$3000
HS Show Choir Director (4)	\$5300
HS Show Choir Choreographer (2)	\$4300
HS Dance Team Coach (2)	\$3000
HS Vocal/Choir Director (4)	\$4800

HS Gospel Choir (2)	\$4000
HS Head Concert (4)	\$4800
HS Head Jazz (2)	\$3200
HS Assistant Jazz (2)	\$2000
HS Pep Band (2)	\$2500
HS Orchestra Director (2)	\$4800
HS Asst. Orchestra (2)	\$2000
HS Accompanist, Assoc. Orchestra, Show Choir (2)	\$2000
HS Musical Keyboard Accompanist (2)	\$1000
HS Dramatics (2)	\$3900
HS Show Choir Instrumental Director	\$2500
HS Stage Craft Production (2)	\$3500
HS Winter Percussion Director (2)	\$3900
HS Musical Director (2)	\$3900
HS Musical Vocal Director (2)	\$2500
HS Musical Choreographer (2)	\$2500
HS Pit Orchestra Director (2)	\$2500
HS Musical Sectional Coach (4)	\$1000
HS Sound Engineer (2)	\$1500
HS Lighting Engineer (2)	\$1500

### **Middle School**

MS Band Director (4)	\$3000
MS Choir Director (4)	\$3000
MS Drill Team (2)	\$2000
MS Jazz (2)	\$3000
MS Orchestra (2)	\$3000
MS Show Choir Director (2)	\$3000
MS Drama Director (2)	\$1500
MS Winter Guard Director combined (1)	\$3000
MS Asst. Winter Guard (2)	\$1600

### **Activities/Clubs**

### **Salary**

#### **High School**

HS Junior Class Sponsor (2)	\$2000
HS Event Supervisor (2)	\$3000
HS Academic Coach (10)	\$2200
HS Chess Team (2)	\$2200
HS Debate Team (2)	\$2200
HS Dance Marathon Coach	\$1100
HS AP Coordinator	\$1500
HS IB Coordinator	\$2000
HS eSports Coach	\$1,000
MCIT Club Sponsor (2)	\$1950
HS Speech (2)	\$2200
HS Student Council (2)	\$2200

HS National Honor Society (2)	\$2200
HS National Tech Honor Society (1)	\$2200
HS Head Intramurals (2)	\$3900
HS Yearbook (2)	\$3900
HS Newspaper (2)	\$3900
HS Club (12)	\$1950
HS Best Buddies (2)	\$2200
HS Robotics Team Leader (1)	\$3900
HS Asst. Robotics Team Leader (1)	\$2200
Dream Team at LN (1)	\$2200
Latino Club at LC (1)	\$2200
HS Hispanic Honor Society (2)	\$2200
Health Occupation Students of America HOSA (1)	\$2200
HS eLearning Coach (10)	\$1500

### **Middle School**

7 <sup>th</sup> Grade Academic Pursuit (2)	\$2000
8 <sup>th</sup> Grade Academic Pursuit (2)	\$2000
MS Chess (2)	\$2000
MS Coordinator of Guidance (2)	\$2000
MS Drill Team (2)	\$2000
MS Yearbook (2)	\$2000
MS National Honors Society (2)	\$2200
MS Head Intramurals (2)	\$2700
MS Assistant Intramurals (2)	\$2200
MS Student Council (2)	\$2200
MS Debate Coach (2)	\$2200
MS Area Support Coordinator (14)	\$2200
MS Interdisciplinary Team Lead	\$1500
MS Robotics Team Leader (2)	\$3000
MS eLearning Coach (10)	\$1500

### **ELC & Elementary**

Elem Outdoor Lab Maintenance 12 month BP, IC, OE, ST (6)	\$2000
Elem Split Outdoor Lab Maintenance 6 month	\$1000
Elem eLearning Coach (33)	\$1500
ELC eLearning Coach (4)	\$1500
5 <sup>th</sup> & 6 <sup>th</sup> Academic Coaches (11)	\$1000
Elem PLC Leader (77)	\$500
ELC PLC Leader (4)	\$500
Elem Robotics (11)	\$50
Elem VEX Coach (11)	\$1000
Elem Science Fair Facilitator (11)	\$500
Elem Performance Lead Facilitator (11)	\$500
Elem Perf Arts Co at HH-WR-Dance, Instrument and Choir	\$500
Elem Student Council Facilitator (22)	\$500
Elem Yearbook (11)	\$500

Exceptional Learner Team Lead (15)	\$2775
D3 Team Lead (38)	\$2775
D3 Resource Team Lead (12)	\$2775
Title I Point Person (13)	\$1000
ELC Celebrity Reader Facilitator (1)	\$500

**All**

Building Wellness Liaison (21)	\$600
Building Wellness Student Coach (21)	\$100
Advisory Lead (58)	\$1500
LaTiss Facilitator (21)	\$1500
District Regional Lead (4)	\$3500
Performing Arts Regional Lead (2)	\$5000
New Teacher Mentor	\$600

**APPENDIX C**

(These have not been negotiated, they are for reference only)

September 13, 2019
September 27, 2019
October 11, 2019
October 25, 2019
November 08, 2019
November 22, 2019
December 06, 2019
December 20, 2019
January 03, 2020
January 17, 2020
January 31, 2020
February 14, 2020
February 28, 2020
March 13, 2020
March 27, 2020
April 10, 2020
April 24, 2020
May 8, 2020
May 22, 2020
June 05, 2020
June 19, 2020
July 03, 2020
July 17, 2020
July 31, 2020
August 14, 2020
August 28, 2020

Teachers who are in their first year of employment with the School District will be paid in twenty-seven (27) pays with the first being two (2) weeks prior to the first pay date for other teachers as set forth above. The remaining twenty-six (26) pays will be on the twenty-six (26) pay schedule

**APPENDIX D**

**METROPOLITAN SCHOOL DISTRICT OF LAWRENCE TOWNSHIP**

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

Number: \_\_\_\_\_

**GRIEVANCE FORM**

NAME OF TEACHER(S) SEEKING RELIEF: \_\_\_\_\_

NAME OF OTHER EMPLOYEE(S) INVOLVED, IF ANY: \_\_\_\_\_

IDENTIFICATION OF SPECIFIC PROVISIONS OF AGREEMENT VIOLATED OR MISINTERPRETED: \_\_\_\_\_

STATEMENT OF FACTS GIVING RISE TO THE GRIEVANCE AND CONTENTION OF THE GRIEVANT WITH RESPECT TO THE GRIEVANCE: \_\_\_\_\_

SPECIFIC RELIEF REQUESTED: \_\_\_\_\_

SIGNATURE OF TEACHER(S) SEEKING RELIEF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## APPENDIX E

### Transition Option Benefits

#### **1. Eligibility**

Teachers who (1) are fifty-nine (59) years of age or older on or before November 1, 2008, and (2) submit on or before November 1, 2008, a written irrevocable notice of election with the Human Resources Office to receive the transition retirement benefits will receive only those benefits as defined in this section (the retirement benefits which were in the 2005-2008 Collective Bargaining Agreement). This election must be received by the Human Resources Office by November 1, 2008.

#### **2. Service Credit**

A teacher currently employed by the School Corporation who retires from the School Corporation at age fifty (50) or more before September 1st of the next contract year and who has been employed therein for at least ten (10) years or who becomes permanently disabled with at least ten (10) years of employment therein, shall be eligible to receive a service credit.

The amount of the service credit shall be One Hundred Dollars (\$100.00) for each day of unused accumulated medical leave and any eligible personal leave days that qualify under Article XIII, Retirement, Section D, Advanced Notice of Retirement Benefits.

This service credit shall be deposited in the teacher's account with a School District's Qualified Tax Deferred Plan as soon as administratively possible after the last day the teacher receives pay before they retire.

In order to become eligible for the benefits described in this section, the retiring teacher shall notify the Superintendent in writing of his/her intent to retire on or before the teacher's last regular contracted day. This requirement shall be waived if retirement is due to disability.

If a teacher currently employed by the School Corporation who has attained age fifty (50) or more before September 1st of the next contract year and who has been employed for at least ten (10) years in the School Corporation becomes deceased, his/her estate shall receive his/her service credit based on the computations outlined in this section.

#### **3. Medicare Bridge Benefit Program**

If a teacher currently employed by the School Corporation has attained age fifty (50) or more before September 1 of the next contract year and who has been employed at least ten (10) years in the School Corporation, he/she shall be eligible to participate in Medicare Bridge Benefit Program (MBBP).

- A. Application. A teacher electing to participate in the MBBP must notify the Superintendent in writing on or before the teacher's last regular contracted day.
- B. Schedule of Benefits. The School Corporation will, if the teacher is enrolled, contribute directly to the School Corporation's insurance carrier(s) the following amount per year to the retired teacher's premiums of the School Corporation's group health insurance, the School Corporation's vision, and/or the School Corporation's dental plan until the teacher is eligible for Medicare:
1. In the aggregate at least Two Thousand Dollars (\$2,000.00) but not more than Four Thousand Dollars (\$4,000.00); and
  2. Equal to the amount that the School Corporation contributes that year to the premiums of an active at-work teacher for:
    - (a) the single group health insurance \$500.00 deductible plan;
    - (b) the single vision plan; and
    - (c) the single dental plan.

The School Corporation will pay the above-defined health insurance contribution to any of the School Corporation's group health insurance plan(s) offered in the future that the retired teacher chooses to enroll.

The School Corporation's contribution for vision premiums will be made only to the School Corporation's vision insurance carrier. and the School Corporation's contribution for dental premiums will be made only to the School Corporation's dental insurance carrier.

#### **4. Health Insurance Benefits During Retirement**

- A. Retired Teacher Eligibility. A faculty member who chooses to retire may continue membership as it existed at the time of retirement or on a single plan at the faculty member's option in the group health insurance program provided by the Board, if that teacher meets the following three qualification requirements:
1. Is at least age fifty (50) on the first day of retirement;
  2. Has at least 10 years of service in the School Corporation; and
  3. Either is:
    - (a) Enrolled in the group health insurance, dental and/or vision plan at the time of retirement; or

(b) otherwise is eligible pursuant to the Plan and IC 51082.6(G).

The right to continue membership is contingent upon the retired teacher timely submitting insurance premiums and will continue until the month the retired teacher is eligible for Medicare.

The right to continue participating in the School Corporation's group health insurance plan will terminate upon the earliest date the retiree is eligible for Medicare. If a faculty member fails to pay his/her premium on time, he/she will automatically be dropped from the program at the end of the thirty (30) days and shall not be reinstated.

B. Spouse of Retired Teacher Eligibility. A teacher who is covered along with his/her spouse by the group health insurance plan at the time of the teacher's retirement may continue coverage with the spouse either through a family or two single membership plans. A retiring teacher who is not a member of the group health insurance plan at the time of retirement or otherwise is eligible pursuant to the Plan and IC 51082.6(G). Additionally, a teacher who meets the qualifications of subsection (1) above but dies before actually retiring, an eligible teacher's surviving spouse may elect to continue to participate if the spouse was enrolled in the group health insurance program on the day of the teacher's death.

The right of a spouse to continue to participate in the group health insurance plan will continue until it is terminated based upon the occurrence of the earlier of the following events:

1. The earliest date the spouse is eligible for Medicare;
2. Thirty (30) days following the failure to pay on time the health insurance premiums;
3. If the retiring teacher is alive, the divorce of the retiring teacher and the spouse; or
4. If the teacher is deceased at the time the spouse remarries.

## 5. Tax Sheltered Annuity Programs and Matching Annuity Plan

The School District's 403(b) Tax Deferred Program. Teachers shall have the opportunity to participate with any approved vendor in the School District's 403(b) Tax Deferred Program. Vendors become approved vendors by complying with the School District's 403(b) Plan requirements and being mutually approved by the LEA and the School District.

These programs, though provided to teachers, are not endorsed by either the Association or the Board.

Teachers who make employee elective contributions to any district approved tax deferred company are eligible to participate in the Tax Deferred Annuity Match Savings Plan. The Board contribution will be made to one company.

The Board of Education will contribute an amount equal to one percent (1%) increments of the amount a teacher makes on employee elective contributions up to four percent (4.00%) of each participating teacher's salary to a matching annuity plan.

Teachers who choose not to participate in this program will not be able to claim the Board's contribution to this plan in some other form of compensation or benefits. Teachers whose employment first commences after the 2000-2001 school year will have a one (1) year period before they are vested in the Matching Annuity Plan for any of the Board's contribution.

**6. Advanced Notice of Retirement Benefits**

A teacher who meets the eligibility requirements of Section A above and provides the Human Resources Office a written retirement letter on or before February 1 of the last year of teaching before retirement shall receive One Hundred Dollars (\$100.00) for each day of unused accumulated personal leave (maximum of five (5) days). This amount shall be paid to the teacher on his payday following his/her last teacher day.