

# LAKE STATION COMMUNITY SCHOOLS

## 2019 CBA COMPLIANCE CHECKLIST<sup>1</sup>

Item	✓	Page No. <sup>2</sup>
School employer and exclusive representative identified	✓	1
Bargaining unit description matches the IEERB Order in effect at time of ratification	✓	1
Beginning and ending date of CBA (must end on or before June 30, 2021)	✓	1
Ratification date (must be on or after September 15)	✓	27
General definitions (definitions that apply to the whole CBA)	✓	1
Grievance procedure (if arbitration used, must indicate if advisory or binding)	✓	23
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)	✓	23
Salary for newly hired teacher (amount, schedule, or method of calculation)	✓	19
Wages/compensation for ancillary duties	✓	28-App I)
Wages/compensation for extracurricular duties	✓	19; App II
Compensation for extended contracts		N/A
<b>Compensation plan</b>		
If there are no salary increases, CBA includes a statement to that effect		N/A
Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers)	✓	19
<b>Salary increases</b>		
Statement that teachers rated ineffective/improvement necessary are not eligible	✓	20; 22
Based on at least two of the five statutory factors	✓	20-22
Definitions of factors (e.g. experience, academic needs, instructional leadership)	✓	20-22
How much each factor contributes to increase (by points, percentage, amount, etc.)	✓	20-22
Amount of increase (flat amount, % amount) or method for calculating amount	✓	20-22
The combination of education and experience (excluding increases to reduce the gap and teacher retention catch-up increases) does not exceed 50% of the maximum available salary increase		N/A
If using a salary increase to reduce the gap, it must: (1) be clearly identified and (2) actually reduce the gap.		N/A
If using the teacher retention catch-up salary increase it must: (1) be clearly identified, (2) attributed to the academic needs factor, (3) describe the teachers to whom the catch-up increase applies, (4) describe the increase amount or method of calculating, and (5) describe how the increase amount represents a comparison to the starting salary of new teachers.		N/A
Redistribution provision or a statement explaining why redistribution not necessary	✓	

**Reminders:**

1. Clearly identify the Compensation Plan and make sure all salary increases are included and described in the compensation plan.
2. If you include non-bargainable items for informational purposes only (e.g. number of ECA positions, number of extended contract days, etc.), be sure to include a statement to that effect.

<sup>1</sup> Red text denotes revisions to the checklist for 2019.

<sup>2</sup> IEERB encourages parties to number the pages of their CBA. If there are no page numbers, parties should identify the Article or Section number of the particular item (e.g., Art. I Sec B; Sec IV #2, etc.).

# **Collective Bargaining Agreement**

between

Board of School Trustees  
Lake Station Community Schools

and

Lake Station Federation of Teachers  
Local 1395  
American Federation of Teachers

July 1, 2019 to June 30, 2021

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# **COLLECTIVE BARGAINING AGREEMENT**

## **ARTICLE I**

### **RECOGNITION**

The Board hereby recognizes the Lake Station Federation of Teachers as the exclusive representative of all members of the bargaining unit at the Lake Station Community Schools.

## **ARTICLE II**

### **TERM**

The term of this agreement shall be for a period of two (2) years commencing on July 1, 2019 and terminating June 30, 2021.

## **ARTICLE III**

### **MEMBERS OF THE BARGAINING UNIT**

- A. The members of the bargaining unit consist of: Teachers, Counselors, Librarians, Title I Reading Facilitators. The following are not members of the bargaining unit: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Dean of Students, Technology Director, Athletic Director, Corporation Nurse, and Title I Coordinator.
- B. The term “teacher” when used in this agreement shall refer to all members of the bargaining unit.
- C. The Board agrees to deduct dues for the Exclusive Bargaining Representative in five (5) or ten (10) equal payments from the regular salaries of union members. The Board agrees to transmit the monies in five (5) or ten (10) equal payments after each collection to the Exclusive Bargaining Representative beginning with the second payment in the school year.

On or before the last Friday before the second payment of each year, the Exclusive Bargaining Representative will provide the Board with a list of teachers who have authorized the Board to deduct dues for the Exclusive Bargaining Representative and copies of the signed dues authorization form.

The exclusive Bargaining Representative will certify to the Board in writing the current rate of its dues and will notify the Board in writing of any change in the dues on or before the last Friday before the second payment of the year.

#### **ARTICLE IV**

#### **PAID LEAVES**

##### **A. PTO Leave Days**

1. Annual Allotment. Each teacher shall be entitled to thirteen (13) days leave during the first year of teaching in the Lake Station Community Schools and thirteen (13) days each year after, accumulative to a maximum of one hundred fifty (150) days (“PTO days”). Each year, the teachers shall be given an accounting of their individual accumulated leave.
2. Use. Except for contributions/donations to the Sick Leave Bank as provided in Article VI, PTO days are intended for circumstances of a teacher’s personal illness, illness in a teacher’s family which necessitates the teacher’s absence, and for a teacher’s personal business that cannot otherwise be attended outside the regular school day/school calendar. PTO days may not be used for a vacation or to extend school vacation/breaks. At the discretion of the Superintendent, medical documentation for an absence may be requested.
3. Stipend based on unpaid PTO days: The Board and Federation agree to split any savings realized from the docking of salary of any certified teacher on a 25%

(Board)/75% (Federation) basis. Teachers who have missed zero (0), one (1), two (2), three (3) days as of the last day of the teachers' calendar (183 days) of each year shall share according to the formula in Appendix III. It is understood that the provisions of this Section A(3) shall be in effect only if money is realized from a docked salary and, in such event, commencing with a stipend related to 2017-2018 attendance, the stipend will be paid on the first pay date of the new contract year to returning teachers and teachers that retired at the end of the prior school year.

4. If any teacher has accumulated one or more days of leave in another public school corporation in the State of Indiana and shall thereupon become employed as a teacher in the Lake Station Community Schools, then there shall be added for the second year and each succeeding year of such employment, three (3) PTO days until the number of accumulated days to which the teacher was entitled in the last place of employment shall be exhausted.
5. Each teacher in a summer school position is entitled to one summer school day leave without loss of pay. These days are non-accumulative and lapse at the end of each summer school term.
6. The teacher shall notify the Administration Center about his/her absence prior to the day of his/her absence or not later than 6:30 a.m. on the day of the absence. With the exception of emergency situations, failure to notify the Administration Center of an absence by 6:30 a.m. of the day of absence shall result in loss of pay for that day.
7. Physician approved absences resulting from an assault or battery while the teacher was properly performing his/her duty, including extra-curricular duties, will not be

charged against PTO days. The Board shall continue the teacher's wages in full until Worker's Compensation payments begin and after such payments begin, the Board shall pay the difference between Worker's Compensation payments and the contractual salary of the teacher for a period not to exceed the number of contractual days in the current school year.

8. Supplemental Leave Day Contribution. All unused PTO days in excess of one hundred fifty (150) days will be compensated at a rate of twenty dollars (\$20.00) per day, and this amount will be added annually to the teacher's 401(a) account.

B. **Bereavement**

1. An additional paid leave up to a maximum of five (5) working days funeral leave shall be granted by reason of death of husband, wife, brother, sister, father, mother, mother-in-law, father-in-law, son or daughter, step-child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, step-parent, grandchild, aunt, uncle, niece, nephew, and /or any person who is living in the teacher's home as a member of the family. These days do not have to be taken consecutively but must be taken in the same school year. Additional days may be granted by the Superintendent, depending on travel and circumstances. Upon request, proof of death must be provided to the teacher's immediate supervisor.
2. In the event of a death of current/retired employee or current student, the building administrator shall make reasonable accommodations to allow teachers to attend the funeral service and then return to their assignments. Teachers who wish to extend their visitation beyond the funeral service will be required to take a leave day.



C. **Jury Duty**

A teacher duly called for jury duty or subpoenaed to appear before a governmental body or judicial tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such responsibility.

D. **Workshop and Conference Attendance**

When the Superintendent requests that a teacher attends a workshop or conference, the teacher will be granted paid leave for the day(s) of attendance at the workshop/conference and shall also receive reimbursement for travel expenses, registration fees and lodging and meals. Mileage shall be reimbursed at the IRS rate in the event the teacher's personal vehicle is utilized for transportation. Reimbursement for meals shall not exceed forty dollars (\$40.00) per diem. All reimbursements shall be based on itemized receipts or accountable records of expenditures. The maximum reimbursement for any individual teacher under this provision shall not exceed one thousand dollars (\$1,000).

In the event a teacher makes the request to attend a workshop/conference, and the request is approved by the Superintendent, then registration fees and all expenses may be reimbursed at the discretion of Superintendent but, the teacher shall be granted release time even if expenses are not reimbursed.

If a teacher attends any workshop or conference which has not been pre-approved by the Superintendent, then not only will there be no reimbursement for any of the expenses but the teacher shall not be granted paid release time.

A written summary of the workshop/conference shall be submitted to the Superintendent within two weeks following the conclusion of the workshop/conference. In addition, the attendee may be required to share his/her experience or expertise with his colleagues.

E. **Temporary Disability**

In case of any accident or injury arising out of and in the course of employment the involved teacher shall make every effort to report to his/her principal or director within forty-eight (48) hours and shall make every effort to file a written report with the Superintendent within seven (7) days of such accident or injury. The Board shall continue the teacher's wages in full until Workers Compensation payments begin. After such payments begin, the Board shall pay the difference between Worker's Compensation payments and the contractual salary of the teacher for a period not to exceed the number of contractual days.

F. **Public Office**

Leave without pay or fringe benefits shall be granted upon written application to any teacher elected to a full time governmental office for the duration of the term of office.

G. **FMLA**

FMLA shall be provided per Federal statute and Board policy. Accumulated leave days or sick bank days shall be used concurrently with FMLA leave days.

H. **Maternity/Paternity Leave**

1. A maternity leave of absence shall be granted to a pregnant teacher for any time between the commencement of the teacher's pregnancy and a period of one year following the birth of the child if the teacher notifies the Superintendent in writing of her intention to such maternity leave thirty days prior to the effective date, and all other provisions in accordance with Indiana state law.

2. Maternity/Paternity leave shall be provided per Federal and State statute.

3. Upon return from leave, the teacher will be assigned to the same position if available or if not, to a substantially equivalent position.
4. Teachers shall use any accumulated PTO days concurrently with maternity/paternity leave.
5. The teacher shall notify the Superintendent in writing by March 1<sup>st</sup> whether she intends to return to teach in the following semester.

I. **Presidential Leave**

1. The President of Lake Station Federation of Teachers Local 1395 and/or his/her designee(s) shall be provided with up to five (5) school days for the purpose of conducting Federation business provided the Federation pays the cost of the substitute employed to replace the teacher on presidential leave. It is further agreed that the presidential leave days must be taken in at least one half (1/2) day increments. This leave shall not be deducted from PTO days. The Federation shall pay for the cost of the substitute teacher up to seventy dollars (\$70) if the substitute has a substitute license and up to eighty dollars (\$80) if the substitute has a teacher's license.
2. Application for presidential leave shall be made at least forty eight (48) hours in advance with the school principal.

J. **Sabbatical Leave**

1. Any teacher who has completed ten (10) consecutive years of teaching in the Lake Station Community Schools may apply for sabbatical leave.

2. A sabbatical leave shall be granted to permit a teacher to engage in full-time professional study, research, or educational travel, or for any combination of these three purposes in an academic program conducted by an institution of higher learning.
3. A plan for such full-time study, research or educational travel shall be submitted with a leave application. All such plans must detail how the sabbatical leave shall benefit the teacher and the corporation. The application for sabbatical leave must be filed with the Superintendent on or before February 15 of the school year preceding the school year for which the leave is required. Notification to those teachers receiving sabbatical leave will be sent prior to March 15 preceding the school year for which the leave was requested. All such sabbatical leave applications must be approved by the Superintendent, and the Superintendent shall make his/her recommendation to the Board. Only applications approved by the Superintendent shall be submitted to the Board.
4. Sabbatical leave shall be granted for not less than one (1) year. No more than two (2) nonconsecutive years of sabbatical leave will be permitted during the course of a teacher's career in the Lake Station Community Schools.
5. The number of sabbatical leaves available each year shall not exceed one (1) per school year.
6. Teachers on sabbatical leave shall not engage in full-time remunerative employment.
7. A teacher on sabbatical leave shall be entitled to maintain benefits which he/she was receiving at the time of the sabbatical leave subject to the payment of any

premiums or other cost which would be the responsibility of the teacher if she/she was not on sabbatical leave.

8. The teacher shall within thirty days (30) days after returning from sabbatical leave, submit a report to the Superintendent concerning the manner in which the leave was used, the specific ways in which the sabbatical leave and its benefit shall be implemented in the teacher's classroom.
9. Upon return, a teacher shall receive the same base salary as he/she received in the school year prior to leaving for the sabbatical leave. The teacher will be assured of a teaching position at the beginning of the fall term following his/her leave.

## **ARTICLE V**

### **INSURANCE**

#### **A. Coverage**

1. Medical, dental, and optical plan shall be provided for all teachers. The Board shall contribute ninety percent (90%) of the yearly premium for any teacher who chooses the single plan, or eighty percent (80%) of the yearly premium for any teacher who chooses the family plan. Any teacher at his/her option may elect not to participate in the group hospitalization, major medical, optical, and dental insurance plans and instead receive a yearly payment of one thousand dollars (\$1000) payable at the end of the contract year in one of the tax sheltered annuities from a list agreed upon by the Board.
2. All newly hired teachers will have the option of selecting either single or family insurance coverage within the first thirty days of employment. Once the initial enrollment period has passed, teachers may enroll in the Porter County School Employees Insurance Trust if they experience a HIPAA qualifying event.

B. **Reduced Scheduled Teacher Benefit**

Reduced scheduled teachers may participate in the insurance program provided they work at least 30 hours per week. The Board shall contribute ninety percent (90%) of the yearly premium for any teacher who chooses the single plan, or eighty percent (80%) for any teacher who chooses the family plan.

C. **Life Insurance**

The Board will provide fifty thousand dollars (\$50,000) of life insurance coverage to age seventy (70), whereupon the coverage decreases by one-half, for each teacher at a cost of one dollar (\$1) per year per teacher.

**ARTICLE VI**

**SICK LEAVE BANK**

The primary purpose of the sick leave bank is to give a teacher extended income protection in the event of a serious medical occurrence. It is also designed to provide maximum benefit to teachers who have utilized their PTO days in a professional manner. It is not designed to provide additional PTO days for use by all teachers. New teachers shall receive a sick leave bank application at the time of first employment.

A Sick Leave Bank Committee composed of an administrator and teacher from each building, as well as the Federation President or designee, and Superintendent or designee, shall establish procedure for and administer the program. The chairperson of the committee will alternate between the Superintendent on odd years and Federation President on even years.

A. **Eligibility**

1. Any teacher employed by the Lake Station Schools is eligible to participate in the bank.

2. Attendance history may be scrutinized by the Sick Leave Bank Committee.
3. A contribution of one (1) PTO day is required to join the bank. An additional day will be required when the total days in the bank falls below thirty (30). Participants will be notified by the Superintendent's Office of the additional assessment and those members who sign the authorization to contribute an additional day to the bank will continue to participate in the bank.
4. Newly contracted teachers may join the Sick Leave Bank at the time they are employed. All other teachers who are not members of the bank may join during the enrollment period from start of school to September 15 each year.
5. PTO days donated to the bank are considered a permanent donation to the bank.

**B. Criteria for Use of the Bank**

1. The applicant must be a current participant in the bank.
2. All PTO days previously accumulated by the applicant must be exhausted.
3. The request for withdrawal of days from the bank must be made on the appropriate form and submitted to the Sick Leave Bank Committee. If a member is incapacitated and cannot make application for withdrawal, the payroll clerk will notify the Federation President when sick days are exhausted. The Federation President will then notify next of kin or legal guardian of the existence of the Sick Leave Bank. It will then be his/her responsibility to apply to the Sick Leave Bank. An application will accompany the notice.
4. The Sick Leave Bank Committee, with the approval of the Board of School Trustees, will grant at their discretion up to a maximum of thirty (30) days. Days will be granted in blocks of five (5) days up to the maximum of thirty (30) days per

school year. Teachers may reapply during the same school year as long as they have not met their maximum days.

Should a teacher who has requested days from the Sick Leave Bank return to work prior to using all the days given by the bank, the unused days shall be returned to the bank. Such an accounting shall be made by the Sick Leave Bank Committee and the Committee shall in turn update the payroll clerk of the teacher's remaining days.

5. It is understood that the Sick Leave Bank is intended for recovery from serious illnesses and injuries of the teacher. Examples of serious illnesses include, but are not limited to cancer, heart, leukemia, diabetic complications, kidney, operations, hospitalization due to accidents, loss of limb or physical senses.
  6. The Sick Leave Bank Committee may require the applicant to submit a written statement from the applicant's doctor indicating the prognosis for returning to work.
  7. Teachers on leave due to pregnancy will not be eligible to withdraw days from the bank, unless complications arise necessitating an extended medical leave.
- C. Upon resumption of employment, said teacher will repay days owed (number of days borrowed minus number of days contributed), at the rate of two (2) PTO days per year. Said teacher must also continue to contribute one (1) PTO day when requested to remain a member of the Sick Leave Bank. Members of the sick leave bank who are unable to contribute days to the bank when it is depleted, shall be required to contribute appropriate day(s) to the bank as soon as they are earned, in order to remain members in good standing of the bank. If a member retires before his/her debt is repaid, the remainder of the debt will be waived.



- D. Any member wishing to withdraw from the sick leave bank must repay any PTO days owed to the bank. Any member who withdraws may re-enroll with the understanding that they must pay all days owed to the bank during their period of absence.
- E. Any days remaining in the sick leave bank at the end of a school year, will be carried over to the bank for the next school year.
- F. The Sick Leave Bank Committee shall inform the Federation and the School Corporation in writing of any decision of the Committee granting or denying a request to withdraw from the sick leave bank and the need to have additional contributions made due to the total number of days falling below thirty (30). In addition, the School Corporation and Federation will receive a written accounting of the number of days donated, used, and remaining in the sick leave bank at the close of each school year.
- G. The Sick Leave Bank Committee may in its discretion grant a request from a teacher, to whom the Committee has already approved the maximum of thirty (30) days, for up to thirty (30) additional days (for a total of sixty (60) days in a school year), provided:
1. the teacher continues to meet all eligibility and criteria factors for use of days from the Sick Leave Bank as provided in this Article VI, and
  2. the additional days are voluntarily donated from other teachers' PTO days, and provided, further, that such other teachers may donate no more than two (2) PTO days in a school year toward all such requests for additional days. Donated PTO days will be directed by the donating teacher toward a specific request. The Sick Leave Bank Committee will coordinate such voluntary donations and approved additional bank days with the payroll clerk.

## ARTICLE VII

### 401(a) PLANS

Lake Station Community Schools will maintain a qualified Section 401(a) Annuity Plan, hereinafter referred to as the “401(a) Plan”, for all teachers who are employed on a regular teacher’s contract.

#### A. Benefits

1. The District will contribute an amount equal to 1.5% of the teacher’s annual base salary to a Section 401(a) plan for all teachers who have contributed an equal amount to a 403(b) account.
2. District contributions will be made quarterly.

#### B. Distribution of Benefits

1. Contributions to the teacher’s 401(a) Plan will be considered to be vested after five (5) years of participation by the teacher in the plan or at retirement.
2. In case of death of the teacher, the current amount in the teacher’s 401(a) account will be payable to the designated beneficiary if the account vesting requirement has been met.
3. Contributions and earnings of the teacher’s 401(a) Plan account shall remain in the 401(a) Plan until vesting and until one of the qualifying events of death, permanent disability, or termination of employment occurs making it possible for the individual to withdraw or transfer funds.
4. Should a teacher die or leave employment with the District prior to the vesting of his/her 401(a) Plan account, the amount in the account will be considered forfeited and be applied to the District’s contribution obligation.

5. Each teacher shall direct the investments of his/her individual 401(a) Plan account from a list of investment options available from the annuity administrator.
6. The vendor for the 401(a) Plan shall be selected by the Board of School Trustees of the Lake Station Community Schools after consultation with the Federation.

## **ARTICLE VIII**

### **RETIREMENT AND SEVERANCE BENEFITS**

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

1. All retirements must begin at the beginning of the school year with notification in writing of retirement given to the Superintendent no later than January 31 of the year of retirement. Exceptions may be made in case of serious illness or disability by an appeal made to the Superintendent.
2. If a retiree so chooses, he/she may continue until age sixty-five (65) to participate in a group health insurance program available to active teachers by paying the monthly premium in advance in the Office of the Superintendent.
  - a. The type of classification of insurance coverage, either single or family, shall remain the same as when the teacher retired except that at the request of the teacher, family coverage may be changed to single coverage. However, single coverage may not be changed to family coverage.
  - b. The surviving spouse of a retiree may continue to participate as a single member in the group health insurance plan to age 65 if that spouse was a continuous member of the plan. Should the insurance carrier refuse to cover the surviving spouse, the Board will be under no obligation to provide insurance.
  - c. Health insurance is a qualified benefit under Section 125 of the Internal

Revenue Code of 1986 (hereinafter referred to as Section 125). Retirees may use part or all of their available Section 125 Benefit to pay for health insurance premiums.

3. If a retiree so chooses, he/she may continue life insurance coverage at the level of \$25,000 until age sixty-five (65) by paying the annual premium in advance to the Superintendent's Office.
  - a. Life insurance is a Section 125 qualified benefit.
  - b. Retirees may use all or part of their Section 125 Benefit to pay for life insurance premiums.
4. A contractual agreement will be made between the retiree and the school corporation regarding the continuation of insurance as set forth in this article if such election is made.
5. The Board and the Federation agree that if the provisions of Article VIII become financially problematic, the Board will provide the Federation with one hundred eighty (180) contractual days written notification of termination. A retirement committee of teachers and administrators will then be formed to review the retirement program and recommend changes prior to the start of the next contract negotiations.

**B. Benefits**

Benefits paid in 2020 and 2021, respectively, will be limited to a maximum of two teachers who submit such notice. All other teachers who submit such notice shall receive benefits in the subsequent June as outlined below. (If more than two teachers submit notice by January 31 of a particular year, the Federation will determine the two who shall receive benefits in

that year).

Failure to provide written notice by January 31<sup>st</sup> of the year of retirement shall disqualify a teacher from receiving these benefits.

Teachers shall receive the following retirement/severance pay benefits:

1. Eligibility – To be eligible for retirement and severance pay, a teacher must have fifteen (15) years of service with the Lake Station Community Schools as of the last day of the regular school term as specified in the school calendar and as adopted by the Board of School Trustees.
2. Benefits
  - a. Beginning with his or her sixteenth (16<sup>th</sup>) year of service with the Lake Station Schools, a teacher will be credited with \$600 towards his or her retirement severance benefit. The teacher will then continue to accumulate an additional \$100 for each additional year of service (See Table 1 – Years of Experience in Lake Station below).

<u>Years of Experience</u>	<u>Payment</u>
16	\$600
17	\$700
18	\$800
19	\$900
20	\$1,000
21	\$1,100
22	\$1,200
23	\$1,300
24	\$1,400
25	\$1,500
26	\$1,600
27	\$1,700
28	\$1,800
29	\$1,900
30	\$2,000
31	\$2,100
32	\$2,200

33	\$2,300
34	\$2,400
35	\$2,500
36	\$2,600
37	\$2,700
38	\$2,800
39	\$2,900
40	\$3,000

- b. Accumulated PTO days will be compensated at the rate of \$2.00 per each year of service times a percentage of the number of accumulated leave days in the following manner:

16-20 years of service = 40% of accumulated leave  
 21-29 years of service = 60% of accumulated leave  
 30-35 years of service = 80% of accumulated leave  
 36-40 years of service = 100% of accumulated leave

- c. For the purposes of retirement/severance pay, teachers may accumulate up to one hundred and fifty (150) leave days.

3. Distribution of Benefits

- a. Two Thousand Dollars (\$2000) of Retirement/Severance benefits will be paid in June of the year of retirement.
- b. Teachers may elect to have their benefits divided in two (2) installments; the first in June of the year of retirement and the second in the following January.
- c. Severance shall be capped at ten thousand dollars (\$10,000) per individual employee.

## ARTICLE IX

### EXTRA-CURRICULAR SALARY SCHEDULE

The extra-curricular salary schedule shall become part of this Agreement as Appendix II. Final checks will not be dispensed until all responsibilities have been met and the building principal notifies the Business Office.

## ARTICLE X

### COMPENSATION

- A. Board agrees to pay teachers' three percent (3%) contribution to the Indiana State Teachers Retirement Fund.
- B. The Board will pay the cost of statutorily required periodic expanded criminal history checks of teachers.
- C. **Salary Range**
  - 1. The Salary Range for 2019-2020 is \$39,500 to \$61,952, exclusive of increases provided herein.
  - 2. The salary range for 2020-2021 is \$40,500 to \$62,952, exclusive of increases provided herein.
- D. **New Hire Salary Range.** The minimum base salary for 2019-2020 is \$40,500. The minimum base salary for 2020-2021 is \$41,500. Every effort will be made to hire new teachers at the district's current minimum base salary; however, new teachers to the district with or without prior teaching experience may be hired at rate either lower than or commensurate with their experience (compared to currently employed teachers), but within the current salary range for returning teachers, as determined in the Superintendent's discretion. The salary for hard to fill positions will be determined as follows:

1. A “hard to fill position” occurs whenever a vacancy for a teaching position is posted and either no applications are received or the applicants who do respond are deemed unacceptable by the Superintendent to fill the position.
2. Whenever the Superintendent determines that a vacant teaching position meets the criteria of being “hard to fill,” the Superintendent shall notify the President of the Federation. Upon notification, the Superintendent shall have the exclusive authority and discretion to seek a qualified person for the hard to fill position and the Superintendent shall be allowed to offer such person a salary so that a person may be secured to fill this position. It is agreed that the salary offered may be different and greater than that paid to existing teachers with commensurate experience and degrees but within the current salary range.
3. The salary offered shall be considered this teacher’s base salary.

E. **2019-2010 Compensation Plan**

The Compensation Plan applies to all eligible teachers, as defined below. Increases to the base salary shall be based upon the factors described below:

1. Eligibility. Any teacher receiving a performance rating of Ineffective or Needs Improvement in the immediately prior school year shall not be eligible to receive any increase in compensation. A teacher must be in the employment of Lake Station Community Schools at the time of distribution to receive any increase.
2. Evaluation. An eligible teacher rated as Highly Effective or Effective in his or her performance evaluation for the immediately prior school year from Lake Station Community Schools shall receive an increase to base salary of \$1,000.



3. Academic Needs. In order to retain teachers important to the district to ensure educational continuity and to recognize loyalty to Lake Station Community Schools, after the increase provided in Article X, Section (E)(2) above, an eligible teacher shall receive an increase to base salary to the applicable minimum salary as shown in the table below. Variations for minimum salary are based on years of service to Lake Station Community Schools, not all years of teaching experience. If the teacher’s base salary, after the increase provided in Article X, Section (E)(2) above, exceeds the applicable minimum salary amount, the teacher will not receive a base salary increase for the Academic Needs factor. A year of service at Lake Station Community Schools is defined as a minimum of 120 days in “pay status” per TRF. (The exception is for those staff members who may be on approved FMLA or ADA leave).

LSCS YEARS	MINIMUM
1	\$41,250
2	\$41,600
3	\$42,200
4	\$42,800
5	\$43,000
6	\$43,200
7-8	\$43,600
9-11	\$44,500
12-13	\$46,250
14-15	\$47,300
16-17	\$48,500
18-19	\$49,600
20-29	\$50,700
30+	\$56,000

4. Redistribution. In the event that there are funds that were otherwise allocated for increases for teachers rated ineffective or needs improvement or who have left

employment prior to distribution, those funds will be redistributed among the remaining eligible teachers as a stipend at the end of the school year.

F. **2020-2021 Compensation Plan**

The Compensation Plan applies to all eligible teachers, as defined below. Increases to the base salary shall be based upon the factors described below.

- 1. Eligibility. Any teacher receiving a performance rating of Ineffective or Needs Improvement in the immediately prior school year shall not be eligible to receive any increase in compensation. A teacher must be in the employment of Lake Station Community Schools at the time of distribution to receive any increase.
- 2. Evaluation. An eligible teacher rated as Highly Effective or Effective in his or her performance evaluation for the immediately prior school year from Lake Station Community Schools shall receive an increase to his/her 2019-2020 base salary of 1%.
- 3. Academic Needs.
  - a. To retain teachers important to the district to ensure educational continuity and recognize loyalty to Lake Station Community Schools based on years of service to Lake Station Community Schools (not all years of teaching experience), an eligible teacher shall receive an increase to his/her 2019-2020 base salary as follows:

LSCS YEARS	
1-5	1.0%
6-15	1.5%
16+	1.0%

- b. As a teacher retention catch-up, teachers with one year of experience with Lake Station Community Schools with a base salary, after the increases provided in Article X, Section F(2) and (3)(a), which is at or below the new teacher minimum of \$41,500, will receive a minimum salary of \$41,700.
4. Redistribution. In the event that there are funds that were otherwise allocated for increases for teachers rated ineffective or needs improvement or who have left employment prior to distribution, those funds will be redistributed among the remaining eligible teachers as a stipend at the end of the school year.

## **ARTICLE XI**

### **SAVINGS CLAUSE**

The parties hereto recognize their mutual obligation to comply with and follow the laws; therefore, if any provision of this agreement is held to be contrary to the law, then the provision shall be considered null and void. However, all other provisions of this agreement shall continue with full force and effect. This agreement contains the entire understanding between the parties hereto on items bargained and may not be altered or amended without the expressed written consent of the parties.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

In order to facilitate the prompt resolution of disputes arising under the terms of this agreement, the following procedure will be followed:

#### A. Definitions

1. “Grievance”: Grievance is defined as an alleged violation or misapplication of the terms of this agreement.

2. “Grievant” – Grievant is defined as teacher or group of teachers.
3. “Days” – Unless otherwise indicated, days shall mean all days other than Saturdays, Sundays, legal holidays, and vacation days during the regular school year.

B. Procedure

1. Step I – The desire of prompt resolution of disputes being recognized by the parties hereto, the Grievant involved should attempt to informally resolve the dispute with the immediate Supervisor prior to filing the formal Grievance Resolution Form.  
  
If the grievance arises from an action of authority higher than the immediate supervisor, and the employee has informally discussed the grievance with his or her building principal, the employee may present such grievance at Step III of this procedure. It is understood, however, that the appropriate Grievance Resolution Form as well as the forty-five (45) day filing period described in Step II shall apply.
2. Step II – In the event the dispute cannot be resolved on an informal basis, the Grievant must file with the immediate Supervisor the Grievance Resolution Form which is attached as an appendix to this agreement as Appendix VI. The Grievance Resolution Form shall be filed within forty-five (45) days of the specific act which is alleged to be violation or misapplication of the agreement. Within seven (7) days of receipt of the Grievance Resolution Form, the supervisor shall meet with the involved Grievant in an effort to resolve the grievance. The Supervisor shall indicate his/her disposition of the grievance with seven (7) days after such meeting by completing Step II of the Grievance Resolution Form and returning it to the Grievant.

3. Step III – If the Grievant is not satisfied with the disposition of the grievance at Step II, he/she shall file within seven (7) days of the Grievance Resolution Form (Appendix VI), Step III with the Superintendent. Within seven (7) days, the Superintendent shall meet with the Grievant. Within seven (7) days after the meeting, the Superintendent shall indicate his/her disposition by completing Step III of the Grievance Resolution Form (Appendix VI) and returning it to the Grievant.
4. Step IV – If the Grievant is not satisfied with the disposition of the grievance at Step III, he/she shall file within seven (7) days of the Grievance Resolution Form (Appendix VI), Step IV, with the Secretary of the Board with a copy sent to the Superintendent. The Board within twenty-one (21) days of the filing of the Step IV form shall meet with the Grievant. The disposition of the Board shall be in writing within seven (7) days of the meeting by completing Step IV of the Grievance Resolution form (Appendix VI) and returning it to the Grievant.
5. Step V – If the Grievant is not satisfied with the disposition of the grievance at Step IV, the grievance may be submitted to advisory arbitration before an impartial arbitrator by the teacher or group of teachers filing within fifteen (15) days of the Grievance Resolution Form (Appendix VI), Step V, in duplicate, with the Secretary of the Board or the Superintendent.

The arbitration proceedings shall be governed by the American Arbitration Association rules. The arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement. Both parties agree that the award of the arbitrator shall be advisory only. The

Federation and the Board agree that all fees and expenses for the filing of any arbitration and for the arbitrator shall be paid exclusively by the Federation.

The representative of the Federation may accompany the teacher or the group of teachers at any step in order to aid the resolution of the grievance.

The failure of the Supervisor, Superintendent, or Board to give a written decision within the specified time limits in this procedure shall permit the teacher or group of teachers to take the grievance to the next step within the specified time limits. Failure at any step of this procedure to take a grievance to the next step within the specified time limits shall constitute a waiver of the grievance.

Grievances not fully processed at the end of the regular school year will be processed to a conclusion within the number of days required for the various grievance procedure steps, regardless of there being no school days. Saturdays, Sundays, and holidays shall not be considered in totaling the number of days for each step.

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**RATIFICATION**

FOR THE LAKE STATION COMMUNITY  
SCHOOLS BOARD OF TRUSTEES

By: Greg Senore  
Karen E. Curtis  
Larry L. Biggs  
Dwight W. Hall

November 14, 2019  
Date of Board Approval

FOR THE LAKE STATION FEDERATION OF  
TEACHERS LOCAL 1395  
AMERICAN FEDERATION OF TEACHERS

By: Cynthia McKnight  
Amy Br...  
Stephen York

October 28, 2019  
Date of Ratification

## **APPENDIX I**

### **Ancillary Duty Rates:**

1. Homebound instruction - \$40 per hour
2. Curriculum (development/mapping) rate - \$25 per hour
3. Tutoring/Remediation rate - \$40 per hour

### **Other Rates:**

1. Summer School - Summer school rate is determined by the Superintendent. The current rate is \$40. [Rate reference for informational purposes only]



**APPENDIX II**

**Extracurricular Salary Schedule<sup>1</sup>**

<b>Position</b>	<b>2019-2020</b>	<b>2020-2021</b>
Baseball Coach – Varsity	\$ 4,540	\$ 4,680
Baseball Coach – Assistant – Varsity	\$ 3,455	\$ 3,560
Baseball Coach – Assistant - Junior Varsity	\$ 1,575	\$ 1,625
Basketball Coach – Boys Head – Varsity	\$ 6,805	\$ 7,010
Basketball Coach – Boys Assistant – Varsity	\$ 3,645	\$ 3,755
Basketball Coach – Boys Assistant - Junior Varsity	\$ 1,960	\$ 2,020
Basketball Coach – Boys Freshman	\$ 1,770	\$ 1,825
Basketball Coach – Boys 8 <sup>th</sup>	\$ 1,655	\$ 1,705
Basketball Coach – Boys 7 <sup>th</sup>	\$ 1,655	\$ 1,705
Basketball Coach – Boys 6 <sup>th</sup>	\$ 1,655	\$ 1,705
Basketball Coach – Girls Head – Varsity	\$ 6,805	\$ 7,010
Basketball Coach – Girls Assistant – Varsity	\$ 3,645	\$ 3,755
Basketball Coach – Girls Assistant – Junior Varsity	\$ 1,960	\$ 2,020
Basketball Coach – Girls Freshman	\$ 1,770	\$ 1,825
Basketball Coach – Girls 8 <sup>th</sup>	\$ 1,655	\$ 1,705
Basketball Coach – Girls 7 <sup>th</sup>	\$ 1,655	\$ 1,705
Basketball Coach – Girls 6 <sup>th</sup>	\$ 1,655	\$ 1,705
Cross Country Coach	\$ 3,420	\$ 3,525
Cross Country Coach – JH	\$ 1,655	\$ 1,705
Football Coach – Head Varsity	\$ 6,805	\$ 7,010
Football Coach – Assistant – Varsity	\$ 4,540	\$ 4,680
Football Coach – Junior Varsity	\$ 3,710	\$ 3,825
Football Coach – Freshman	\$ 1,770	\$ 1,825
Football Coach – JH	\$ 2,805	\$ 2,890
Football Coach – JH Assistant	\$ 1,545	\$ 1,595
Golf Coach	\$ 3,420	\$ 3,525
Softball Coach – Head – Varsity	\$ 4,540	\$ 4,680
Softball Coach – Assistant – Varsity	\$ 3,455	\$ 3,560
Softball Coach – Assistant – Junior Varsity	\$ 1,575	\$ 1,625
Tennis Coach – Boys	\$ 3,420	\$ 3,525
Tennis Coach – Girls	\$ 3,420	\$ 3,525
Track Coach – Boys	\$ 3,420	\$ 3,525
Track Coach – Boys JH	\$ 1,655	\$ 1,705
Track Coach – Boys and Girls JH Assistant	\$ 1,205	\$ 1,245
Track Coach – Girls	\$ 3,420	\$ 3,525
Track Coach – Girls JH	\$ 1,655	\$ 1,705
Volleyball Coach – Head Varsity	\$ 4,540	\$ 4,680
Volleyball Coach – Assistant – Varsity/Junior Varsity	\$ 2,205	\$ 2,275
Volleyball Coach – Freshman	\$ 1,770	\$ 1,825
Volleyball Coach – 8 <sup>th</sup>	\$ 1,655	\$ 1,705
Volleyball Coach – 7 <sup>th</sup>	\$ 1,655	\$ 1,705
Volleyball Coach – 6 <sup>th</sup>	\$ 1,655	\$ 1,705
Wrestling Coach – Head – Varsity	\$ 4,540	\$ 4,680
Wrestling Coach – Assistant – Varsity/Junior Varsity	\$ 2,205	\$ 2,275
Wrestling Coach – JH – Head Coach	\$ 1,655	\$ 1,705
Wrestling Coach – JH – Assistant	\$ 1,605	\$ 1,655

<sup>1</sup> All positions available on a year-to-year basis based upon financial availability and need.

APPENDIX II - Extracurricular Salary Schedule (continued)

All positions available on a year-to-year basis based upon financial availability and need.

<b>Position</b>	<b>2019-2020</b>	<b>2020-2021</b>
Academic Super Bowl	\$ 1,000	\$ 1,030
Booster Club Sponsor	\$ 800	\$ 825
Cheerleading Sponsor – JH	\$ 1,115	\$ 1,150
Cheerleading Sponsor – JV	\$ 1,115	\$ 1,150
Cheerleading Sponsor – V	\$ 2,060	\$ 2,125
Choral Director – JH	\$ 2,125	\$ 2,190
Choral Director-HS	\$ 2,195	\$ 2,265
Class Sponsor – Freshman	\$ 635	\$ 655
Class Sponsor – Sophomore	\$ 635	\$ 655
Class Sponsor – Junior	\$ 880	\$ 910
Class Sponsor – Senior	\$ 635	\$ 655
Computer Tech-Elem.	\$ 1,550	\$ 1,600
Computer Tech-HS	\$ 1,550	\$ 1,600
DECA Coordinator	\$ 725	\$ 750
Dept. Head – Business/FACS	\$ 890	\$ 920
Dept. Head – Fine Arts	\$ 890	\$ 920
Dept. Head – Foreign Lang.	\$ 890	\$ 920
Dept. Head – Health/PE	\$ 890	\$ 920
Dept. Head – Library	\$ 890	\$ 920
Dept. Head – English/ESL	\$ 890	\$ 920
Dept. Head – Math	\$ 890	\$ 920
Dept. Head – Science	\$ 890	\$ 920
Dept. Head – Social Studies	\$ 890	\$ 920
Drama Coach	\$ 1,120	\$ 1,155
Elem. Math Bowl coach	\$ 1,000	\$ 1,030
Elem. Math Bowl proctor	\$ 625	\$ 645
Elem. Science Bowl coach	\$ 1,000	\$ 1,030
Elem. Spell Bowl coach	\$ 1,000	\$ 1,030
Elem. Spell Bowl proctor	\$ 625	\$ 645
Elem. Publications	\$ 625	\$ 645
Honor Society Sponsor-JH	\$ 635	\$ 655
Honor Society Sponsor-HS	\$ 800	\$ 825
HS Spell Bowl Sponsor	\$ 815	\$ 840
JH Spell Bowl Coach	\$ 1,000	\$ 1,030
JH Spell Bowl Proctor	\$ 625	\$ 645
Lead Teacher Elem	\$ 890	\$ 920
Mileage-Elem. Art Teacher	\$ 310	\$ 320
Mileage-Elem. Counselor	\$ 310	\$ 320
Mileage-Elem. Music Teacher	\$ 310	\$ 320
Mileage-Elem PE Teacher	\$ 310	\$ 320
Mileage-Elem. ESL	\$ 310	\$ 320
Misc. Sponsor/Advisor/Coach	\$ 555	\$ 575
Music Coach HS	\$ 565	\$ 585
Newspaper Sponsor – HS	\$ 1,550	\$ 1,600
Publications Sponsor – JH	\$ 960	\$ 990

APPENDIX II - Extracurricular Salary Schedule (continued)

All positions available on a year-to-year basis based upon financial availability and need.

<b>Position</b>	<b>2019-2020</b>	<b>2020-2021</b>
Science Olympiad Sponsor – JH	\$ 1,095	\$ 1,130
Science Olympiad Sponsor – HS	\$ 1,095	\$ 1,130
Student Council Sponsor – JH	\$ 1,025	\$ 1,060
Student Council Sponsor – HS	\$ 2,495	\$ 2,570
Supervision – Elem	\$ 635	\$ 655
Supervision – JH	\$ 635	\$ 655
Supervision – HS	\$ 635	\$ 655
Yearbook Sponsor – HS	\$ 3,040	\$ 3,135
Web Master Elem	\$ 555	\$ 575
Web Master JH/HS	\$ 555	\$ 575
Pep Band/Marching Band	\$ 3,260	\$ 3,360
Detention / Study Tables	*\$15/hour	\$15/hour
JH/HS Lunch Supervision	\$11/lunch period	\$11/lunch period
Open Gym	\$11/hour	\$11/hour
Spring Football	\$11/hour	\$11/hour

\* Hourly rate remains at \$11.00 for hours worked from June 30, 2019 through November 15, 2019. Hourly rate for hours worked on and after November 16, 2019 will be at \$15.00.

### APPENDIX III

#### STIPEND BASED ON UNPAID LEAVE DAYS

In circumstances where teachers are absent in excess of their PTO days, resulting in a savings to the corporation, in such instances where a savings occurs, this excess money will be split between the corporation and teachers with exemplary attendance (3 absences or fewer) according to the following formula.

After deducting the cost of hiring subs for the absent teacher, 75% of the remaining savings will be distributed as a stipend to teachers with exemplary attendance at the following rate:

0 absences = 4x  
1 absence = 3x  
2 absences = 2x  
3 absences = 1x

X = share of the savings

½ days will be rounded up to the next full day

#### **Example:**

After deducting sub pay, \$5,400 75% = \$4050

Number of Teachers with exemplary attendance: 51

Teachers with 0 absences:	2 (x 4shares) = 8
Teachers with 1 absence:	5 (x 3 shares) =15
Teachers with 2 absences:	4 (x 2 shares) = 8
Teachers with 3 absences:	20 (x 1 share) =20

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Total	=	51 shares
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\$4050 / 51 shares = \$79.41

Therefore,

0 absences	= 4 shares of 79.41 = \$317.64 per teacher (x 2 teachers) for a total of \$635.28
1 absence	= 3 shares of 79.41 = \$238.23 per teacher (x 5 teachers) for a total of \$1,191.15
2 absences	= 2 shares of 79.41 = \$158.82 per teacher (x 4 teachers) for a total of \$635.28
3 absences	= 1 share of 79.41 = \$79.41 per teacher (x 20 teachers) for a total of \$1,588.20

Grand Total \$4,049.91

**APPENDIX IV**

**GRIEVANCE RESOLUTION FORM**

STEP II \_\_\_\_\_

STEP III \_\_\_\_\_

STEP IV \_\_\_\_\_

STEP V \_\_\_\_\_

Grievance Resolution Form

School: \_\_\_\_\_

Assignment: \_\_\_\_\_

Name of Teacher or  
Group of Teachers: \_\_\_\_\_

A. Date cause of the grievance occurred: \_\_\_\_\_

B. Statement of the grievance by teacher or group of teachers:  
\_\_\_\_\_  
\_\_\_\_\_

C. Articles of agreement involved  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher or group of Teachers

\_\_\_\_\_  
Date Submitted

E. Date received by Supervisor, Superintendent, or Board: \_\_\_\_\_

F. Disposition by Supervisor, Superintendent, or Board:  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature of Supervisor, Superintendent or Secretary of the Board