# 2021-2023

## MASTER CONTRACT

BETWEEN

LANESVILLE COMMUNITY SCHOOL CORPORATION

AND

LANESVILLE EDUCATION ASSOCIATION

## **TABLE OF CONTENTS**

ART A.	TCLE I. RECOGNITION  Corporation Recognition	Page 4
В.	Definitions	Page 4
ART A. B. C. D. E.	CICLE II. COMPENSATION AND EXP Salaries Mileage Allowance Section 125 Tuition Reimbursement Attendance Bonus	E <b>NSES</b> Page 4 Page 5 Page 5 Page 5 Page 6
ART A. B. C. D. E. F. G. H.	Annual Leave Accumulation of Leave Accumulation Prior to a Leave of Abs Use of Leave Leave Day Transfer Written Accounting of Sick Leave Ba Summer Employment Sick Leave Bank	Page 7 Page 7
ARTI A. B. C. D. E.	ICLE IV. LEAVES OF ABSENCE Maternity Leave Parental Leave Jury/Civic Duty Leave Bereavement Leave Association Leave	Page 9 Page 9 Page 9 Page 9 Page 10
ARTI A. B. C.	ICLE V. RETIREMENT BENEFITS Severance Pay Early Retirement Buyout of Retirement Benefits	Page 10 Page 11 Page 12
ARTI A. B. C. D. E. F. G. H. I.	Medical Insurance AD&D Insurance Long Term Disability Liability Insurance Death of a Teacher and Sick Leave F 403(b) Payroll Deduction Dental Insurance Vision Insurance Current Year VEBA contribution	Page 12 Page 13 Page 13 Page 13 Page 14 Page 14 Page 14 Page 14 Page 14 Page 14

ARTICLE VII. GRI	IEVANCE PROCEDURE	
Section 1: Definitio	n	Page 14
Section 2: Procedu	ıre	Page 14
Section 3: Hearings	S	Page 15
Section 4: Time Lir	nits	Page 16
Section 5: State an	d Federal Law	Page 16
ARTICLE VIII. TER	M OF AGREEMENT	Page 17
SIGNATURE PAGE	Page 18	
SIGNATURE FAGE	-	1 age 10
APPENDIX "A"	EXTRA CURRICULAR SALARY 2021-23	Pages 19-20
APPENDIX "B"	LANESVILLE COMPENSATION PLAN	Pages 21-22
APPENDIX "C"	BASE SCALE FOR 2021-23	Page 23

#### ARTICLE I: RECOGNITION

A. The Corporation hereby recognizes the Lanesville Education Association as the exclusive representative of all teachers in the School Corporation.

#### B. DEFINITIONS

- 1. The term "teacher" when used in this contract shall refer to all certificated personnel employed by the Corporation except the Superintendent, Principal Assistant Principal and Athletic Director.
- 2. The terms "Corporation" and "Association" shall include authorized officers, representatives and agents.
- 3. The term "Corporation", when used in this contract shall refer to the Lanesville Community School Corporation of the County of Harrison of the State of Indiana.
- 4. When references are made to the male teachers in this contract, it shall also include female teachers.

#### ARTICLE II: COMPENSATION AND EXPENSES

- A. 1. The salaries of teachers and rules governing placement of teachers on the Salary schedule will be determined by the compensation model set forth in Appendices "B." The salary range for this agreement prior to any negotiated increases and without the 3% TRF is between \$37,500 and \$70,500. Salaries for coaches and extra-curricular activities shall be set forth in Appendices "A", and shall be in addition to the regular teaching salaries. Teachers rated improvement necessary or ineffective are not eligible for pay increases, additional compensation or movement on the salary schedule by step or career. Any movement from Career Level I to Career Level II cannot occur during a school year but will apply prior to the start of a new school year. The exception would be teachers in their first two years of instructing students, regardless of evaluation rating, per Indiana Code.
  - 2.. Teachers may upon written request receive their summer pays in one (1) check at the close of school in May or in three equal installments in June, July and August.
  - 3. In the event sufficient money is not available in late May to pay the summer salaries of all teachers requesting their entire summer pay in May, the June check will be provided to those teachers at the same time as the regular May check and the check for July and August will be written in June following receipt of the June Draw.

B. A teacher who is not provided with a car and who is required to use his own automobile in pursuance of assigned school duties shall be reimbursed at the current IRS rate per mile traveled, with prior approval of the Superintendent.

### C. Section 125: Section 125, Generation I

The benefits provided by Section 125 of the Internal Revenue Code shall be made available to any bargaining unit member so requesting. An amount not to exceed fifty percent (50%) of salary may be set aside by a teacher for the selection of benefits under Section 125. The Board shall pay the administration fee. The teacher shall pay the individual monthly fee for Generation I.

#### Section 125, Generation II

The benefits provided by Section 125, Generation II, of the Internal Revenue Code shall be made available to any bargaining unit member so requesting. The Board shall pay the administration fee, and the teacher shall pay the individual monthly fee for Generation II.

### D. Tuition Reimbursement

The course must be approved by the Superintendent. Under normal circumstances, requests for approval must be made in writing, in advance of the start of the course. Where advance request is not reasonably possible, the request for approval must be made as soon as reasonably possible after the start of the course. Courses will be approved by the Superintendent if they meet the following requirements:

The teacher must be employed on a regular teacher's contract.

The course must be recognized for college credit at an accredited college or university and the teacher must submit written evidence of said recognition from said college or university. The written evidence must be submitted, under normal circumstances, in advance of the start of the course. Where this is not reasonably possible, the written evidence must be submitted as soon as reasonably possible after the start of the course. The course must be in the area of the teacher's certification, current teaching position, recertification, or an accredited master's program. The course may also be one that the teacher(s) can demonstrably show would be of benefit to the School Corporation. The applying teacher will, in writing, state to the Superintendent, the relevance and benefit of the course to the Corporation as well as a practical plan of implementation during the year following the teacher's taking said class.

The teacher shall pay the entire tuition cost of the approved courses and will be reimbursed under the following terms and conditions:

The teacher must obtain a grade of B or better and present satisfactory evidence thereof to the Superintendent.

A receipted copy of the tuition bill must be submitted to the Superintendent as evidence of the cost of the course.

Within thirty (30) days after the receipt of the former two items, the Board shall reimburse the teacher for his/her out of pocket tuition payment for six hundred and fifty (\$650.00) dollars of the tuition cost.

Up to two courses per teacher per fiscal year will be reimbursed by the Board as aforementioned. Audited courses will not be reimbursed.

- E. Employees who use five (5) or fewer leave sick days during the course of each school year will earn an attendance bonus of two hundred and fifty dollars (\$250.00) to be paid no later than July 31 of that school year. The three Corporation provided Covid leave days in the 2021-22 contract year will not count as sick leave days for any teacher for this section of the contract.
- F. Any tutoring required by the corporation in the tested grades 3 6 at the Elementary level and subject areas of English, Math, and Science at the secondary level shall be paid at a rate of fifty dollars (\$50.00) per hour.
- G. Any teacher who is required by the school corporation to attend training on a non-contracted day shall be paid one hundred-fifty dollars (\$150.00) per day.

#### ARTICLE III: PAID LEAVE

- A. Leave shall be credited annually to each teacher on the first (1<sup>st</sup>) day of his employment year as follows:
  - 1. Thirteen (13) days for the first-year teacher on a regular teaching contract and thirteen (13) days each year thereafter.
- B. The maximum unused portion of the annual leave allowance that shall be permitted to accumulate for all teachers shall be 75 days. Annually the corporation shall deposit eighty-five dollars (\$85.00) per day (or at least five dollars (\$5.00) greater than the current rate of substitute pay, whichever is greater) for any of the earned but unused days above the 75 maximum (a maximum of thirteen (13) in any given year) into an individual VEBA account for the employee's benefit. Upon retirement, teachers will be paid for a maximum remaining number of unused days of 75 in accordance with Section E. of Article IV.

For employees hired prior to September 1, 2012, the corporation will buyout the retirement benefit of any accumulated days above 75 effective with the beginning

of the 2012-13 school year at the rate of eighty-five dollars (\$85.00) per day to be paid into an individual VEBA account. Annually the corporation shall deposit eighty-five dollars (\$85.00) per day for any of the earned but unused days above the 75 maximum (a maximum of thirteen (13) in any given year) into an individual VEBA account for the employee's benefit. Upon retirement, teachers will be paid for a maximum remaining number of unused days of seventy-five (75) in accordance with Section A. of Article V.

- C. Leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.
- D. Annual and accumulated leave days may be used either for personal illness, emergencies, or to conduct personal business as defined below:
  - 1. Personal illness of the teacher.
  - 2. Serious illness occurring in the immediate family.
  - Conduct personal business.
- E. Leave days can be transferred to another employee. Transferred days will not be returned. Before an employee can receive transferred days, he/she must have used all personal leave days. Days cannot be transferred for leave covered by the sick bank. No more than two days can be transferred at one time, and no employee can receive more than five days in a school year. If an employee believes there are extenuating circumstances, a request can be brought before the sick bank committee for consideration.
- F. Teachers shall be given a written accounting of accumulated leave days by the first of October of each year.
- G. Teachers working under supplemental contracts for intersession or summer employment for the Corporation shall be eligible to use leave on the same basis as it is used during the regular school year.
- H. A personal sick leave bank shall be established to relieve educators from undue financial burdens resulting from long-term illness, injury or incapacitations to the employee that may exhaust their accumulated sick leave. Use of the sick leave bank shall be based on legitimate medical documentation of illness or injury. Participation by educators will be strictly voluntary.
  - 1. The bank requires that each certificated employee who chooses to participate will donate two (2) days the first year of participation of their own sick leave, to a common pool. Participating employees would then be eligible to request days from the common pool up to, but not to exceed sixty-five (65) work days per year provided that sixty-five (65) working

days will fulfill the waiting or elimination period for long term disability coverage. The number of days to be granted shall be at the discretion of the committee. Once days are donated to the bank, they cannot be withdrawn.

Should the total sick leave bank accumulation go below two-hundred days, each member shall donate one (1) additional day until the sick leave bank reaches two hundred and fifty (250) days.

After the initial enrollment year, membership in the sick leave bank shall be on a continuing basis until such time as the member of the bank submits written notice of withdrawal to the Superintendent of Schools, by October 1 of any given school year.

- 2. A joint Corporation/Association committee composed of two (2) Corporation appointees and three (3) Association appointees shall receive and screen all requests for days from the sick leave bank. Said committee shall have the authority to grant or deny requested days and/or request a physician's statement or evidence relating to the reason for such request.
- 3. Appointments to the sick leave bank committee shall be made by the parties within thirty (30) days of the ratification of this contract and it shall then be the responsibility of the committee members to meet as soon thereafter as possible and hold subsequent meetings when needed. At its first (1st) meeting, the committee shall elect a chairperson and vice chairperson from its members, develop a form for the use of participating employees who wish to request days from the bank, establish and publicize to all eligible employees a method to follow in enrolling in the bank and requesting days from it any other guidelines the committee may deem necessary for the effective implementation of the sick leave bank.
- 4. At the conclusion of each school year, unused sick leave bank days shall be carried over to the next school year. Enrollment in the sick leave bank must be conducted annually for newly hired employees. In the event the sick leave bank is exhausted during a school year, the participating members may voluntarily, upon notification of the bank's depletion by the sick leave bank committee, replenish the bank.
- 5. The sick leave bank shall remain in force from year to year unless the parties agree to mutual changes.
- 6. An eligible member of the sick leave bank may draw up to sixty-five (65) days from the bank after his/her own sick leave is exhausted, but may not draw from the sick leave bank after he/she begins drawing disability insurance coverage from the long-term disability program provided by the School Corporation.

## ARTICLE IV: LEAVES OF ABSENCES

## A Maternity Leave

A teacher who is pregnant shall be entitled, upon request, to a leave of absence for a period of up to one (1) year. This leave shall begin at such time as is determined by the teacher and the attending physician.

Said teacher shall notify the Superintendent in writing of the intention to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

As soon as pregnancy is definitely determined, the teacher shall notify the administration offices so that necessary arrangements may be made for any special problems.

## B. Parental Leave

A teacher shall be granted up to three (3) days parental leave with pay upon the birth or adoption of a child. A teacher shall, upon request, be permitted to take a parental leave of up to one (1) year, without pay, upon the birth or adoption of a child.

## C. Jury/Civic Duty Leave

Teachers are encouraged to undertake civic duties, including, but not limited to, jury duty and working at the polls on Election Day. The Corporation shall pay a teacher who uses Jury/Civic Duty Leave for jury duty or to work at the polls on Election Day his or her full salary, provided, however, that such teacher agrees to return to the Corporation all pay received for serving on jury duty or from working at the polls on Election Day. If released from duty before 12:00 noon, the teacher is to return to school by 1:00 p.m.

## D. Bereavement Leave

A teacher shall be entitled to bereavement leave of up to five (5) consecutive teachers' days, not to extend over winter, spring or summer vacations, for a death in the immediate family. In the case of death of an immediate family member of a teacher, said teacher is entitled to be absent for a period of not more than five (5) workdays for the purpose of attending the funeral and attending to other personal matters, with up to two (2) days of bereavement leave which may be taken at a later date for estate work, etc. The days must be used within sixty (60) calendar days. No deduction from other leaves shall be made for such absence. For purposes of this Section, immediate family is defined as spouse, mother, mother-in-law, stepmother, father, father-in-law, stepfather, sister-in-law, brother,

brother-in-law, child, grandchild, stepchild, or another family member who is a member of the teacher's immediate household.

A teacher shall be entitled to bereavement leave of up to three (3) consecutive teacher days, with the same vacation exclusion, for the death of the teacher's or spouse's grandparent.

A teacher shall be entitled to bereavement leave of up to two (2) consecutive teacher days, for the death of the teacher's or spouse's aunt, uncle, niece, or nephew.

A teacher shall be entitled to bereavement leave of one (1) teacher day for the death of a close friend or relative not living in the immediate household.

#### E. Association Leave

The School Corporation will allow four (4) days per year for Association purposes with the Corporation paying the substitute teacher costs.

If the Association President and the Superintendent of Schools mutually agree, there may be additional release time provided to the Association President and/or his/her designee for meetings with the Superintendent and/or his/her designee for other matters which will enhance the working relationship between the School Corporation and the Association.

#### ARTICLE V. RETIREMENT BENEFITS

## A. Severance Pay

Upon retirement, teachers shall receive eighty-five dollars (\$85.00) per day (or at least five dollars (\$5.00) greater than the current rate of substitute pay, whichever is greater) for all unused leave days plus unused leave days to a maximum of 75 Days or Three Thousand Dollars (\$3000.00) minimum with ten (10) years in the Corporation. The corporation shall deposit the amount calculated under this section into the teacher's individual VEBA account by June 30 of the year in which the teacher retires.

- B. Early Retirement (This section only applies to teachers hired prior to September 1, 2012)
  - 1. Eligibility: The retiring teacher shall meet the requirements for early retirement under the rules of the Indiana Teachers Retirement Fund and shall have taught in the public schools for fifteen (15) years, the last ten (10) of which were in the Lanesville Community School Corporation.

- 2. Notification: The retiring teacher must notify the Superintendent, in writing of his or her intention to retire by May 30 prior to the start of the last contract year.
- For teachers hired before September 1, 2012 the Board shall pay the early retiree a Social Security supplemental payment of Seven Thousand Dollars (\$7,000.00) per year for 5 years. Each yearly payment shall be made in two (2) equal amounts on July 5 and January 5. Eligible teachers retiring during the term of this contract will receive the full \$35,000-dollar supplement. Eligible teachers who retire after June 30, 2023, shall receive the yearly \$7,000 payments until the retiree turns 65, at which time the payments shall cease.
- 4. Teachers hired before September 1, 2012 and meeting the criteria for early retirement pay shall receive the early retirement stipend to which he or she is entitled, and eighty-five dollars (\$85.00) per day of unused leave to a maximum of 75 days by June 30 of the year in which he/she retires. Such payment shall be made by the Corporation as follows; the amount calculated for the early retirement stipend as called for in item 3 above shall be deposited into an individual post severance 403(b) account or VEBA on the behalf of the retiring teacher. Each subsequent payment in accordance with item 3 above shall also be deposited into the teacher's individual post severance 403(b) account or VEBA. In no case shall there be more than five (5) years' worth of payments into this account. The amount calculated for the teachers remaining sick leave days, to a maximum of 75, in accordance with item E. above, shall be deposited into his/her individual VEBA or 403 (b) account.
- 5. A teacher electing to retire under this option shall not be rehired on a regular teacher contract by the School Corporation unless all money received under this provision is returned to the School Corporation.
- 6. The Association and the Corporation shall form a joint committee to interview and obtain a VEBA provider. Following completion of the retirement buyout, retired employees will be allowed to remain on the Corporation health plan. The premiums will be paid by the employee.

## C. Buyout of Retirement Benefits

1. Elimination of Prior Agreement's Retirement Bridge and Severance Benefit

The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier Agreements. Exercising this authority, the Board and the Association now confirm that Sections E. Severance Pay and F. Early Retirement of Article V, contained in the 2011-12 Agreement immediately before this amendment's effective date are terminated

and shall not apply to any teacher retiring or severing employment with the school corporation on or after this amendment's effective date. The effective date for this amendment shall be September 30, 2012.

2. Actuarial Determination of Value of the Current Retirement and Severance Benefits

The Educational Services Company has been selected to determine the present value of unfunded retirement and severance benefits described in the prior agreement. In making this present value determination Education Services Company utilized various actuarial assumptions as agreed upon by the Board and the association. Each teacher has received a copy of his/her calculation and these calculations are final and binding on all parties effective upon ratification of this agreement.

## 3. Vesting Requirements

A teacher shall be fully vested in the retirement benefits deposited into his/her account upon deposit by the corporation.

## 4. Buyout Contributions

- A. VEBA. The school corporation shall contribute to a voluntary employee's beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, the amount calculated by Educational Services Corporation as the present value of the individual's health insurance amount accumulated under the previous contract.
- B. The School Corporation shall also contribute into each individual's VEBA account the amount calculated as the value of sick leave days which have accumulated over and above 75 days effective with the beginning of the 2012-13 school year.

## **ARTICLE VI: FRINGE BENEFITS**

A. The Corporation shall provide the following amounts annually, paid in 1/26<sup>th</sup> increment per each paycheck toward the health insurance premium costs of participating employees:

PPO Employee Only	\$ 8,118
PPO Employee/Spouse	\$14,103
PPO Employee/Child	\$13,157
PPO Family	\$20,182

HSA 3000 Employee Only	\$ 6,426
HSA 3000 Employee/Spouse	\$11,083
HSA 3000 Employee/Child	\$10,045
HSA 3000 Family	\$16,916
HSA 5000 Employee Only	\$ 5,553
HSA 5000 Employee/Spouse	\$ 9,602
HSA 5000 Employee/Child	\$ 8,761
HSA 5000 Family	\$14.093

- A twelve (12) month health insurance plan or Healthcare Savings Account (HSA), which provides full services individual and/or family medical and hospitalization coverage.
  - A. A newly hired teacher choosing to participate in a Healthcare Savings account will receive a one-time deposit of One Thousand Five Hundred Dollars (\$1,500.00) from the Corporation.
  - B. Any current member switching to an HSA plan for 2022 will receive a one-time deposit of \$1,500 dollars from the corporation and all existing HSA participants will receive \$1,000 dollars for both years of the contract.

#### 2. Cancer insurance

- A. Included are two units on cancer coverage.
- B. Four units of intensive care will be provided to those not participating in major medical.

In the event the amount of money provided by the Corporation is insufficient to pay the entire amount of premium(s) of the plan or plans selected, the teacher shall pay the balance of the cost.

- B. The Corporation shall provide 100% of the cost of the premium for a \$50,000 term life insurance with AD & D. Upon retirement, an individual may elect to continue a \$15,000 life insurance policy with the premiums paid by the retiree.
- C. The Corporation shall provide a Long-Term Disability Plan paying 66 2/3% of salary, including a cost-of-living increase, and a built in 90-day waiting period. Teachers approved for Long Term Disability must discontinue taking their accumulated leave for the duration of long-term disability.
- D. The Corporation shall purchase liability insurance to help protect teachers who are asked to transport students in their personal automobiles. The amount of this coverage shall be no less than \$300,000 per student, \$500,000 per accident.

- E. Any accumulated sick leave of a teacher who dies while employed under contract with the Corporation shall be paid to the family of said teacher at his or her regular pay until the sick leave runs out.
- F. The Corporation shall agree to payroll deduction for the designated IRS Rule 403b provider.
- G. The Corporation shall provide Dental Insurance. The employer shall contribute eight dollars (\$8.00) per month, per eligible employee subscriber, to the premium amount. The employee shall contribute the remainder of the premium amount. The carrier shall be mutually agreed to.
- H. The Corporation shall provide Vision Insurance. The employee shall pay the cost of the premium. The carrier shall be mutually agreed to.
- I. All certificated employees will receive a VEBA contribution equivalent to an equal portion of all monies saved due to the state's pension relief in addition to 1% of their current year salary in their VEBA account for the 2021-22 school year and another equal portion of all monies saved due to the state's pension relief in addition to 1% of their current salary in the 2022-23 school year. A teacher must be employed by Lanesville Community Schools for 5 years to be vested. If a teacher leaves the Corporation before the 5-year vesting period, those funds will remain with the Corporation to fund VEBA contributions related to accumulated leave.
- J. The school board shall notify teachers who are required to have a criminal background check by September 1 of the school year and teachers shall have the background check completed no later than May 31 of the same school year. The cost of any and all expanded criminal history checks and expanded child protection index checks that are required by IC 20-26-5-10 shall be borne by the employer.

#### ARTICLE VII: GRIEVANCE PROCEDURE AND ARBITRATION

#### Section 1. Definition

A grievance is an alleged violation of this contract. Grievance procedures will be done according to IC 20-29-6-5 when applicable.

#### Section 2. Procedure

Step One (1)

(a) Within twenty (20) calendar days of the time that the grievant knew, or reasonably should have known of the grievance, the grievant(s) shall meet informally with the appropriate building level administrator and orally present

the grievance. Within five (5) school days after the oral presentation of the grievance, the appropriate building level administrator shall orally answer the grievant(s).

(b) If the grievant(s) is not satisfied with the building level administrators disposition of the grievance after the first informal meeting, the grievant(s) may request a second informal meeting with the appropriate building level administrator within five (5) school days after such building administrator's oral answer to the grievance, and may, if he or she chooses, have an association representative present at this second informal meeting. The building administrator, if he or she chooses, may also invite a second administrator to attend this informal meeting. The appropriate building level administrator will orally respond to the grievant(s) and his or her association representative within five (5) school days of such a meeting.

## Step Two (2)

- A. Within five (5) school days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant(s) and submitted to the Principal The grievance shall: (1) name the teacher involved, (2) state the facts giving rise to the grievance, (3) identify the specific provision of this contract alleged to have been violated, (4) state the contention of the grievant(s) with respect to the grievance, (5) indicate the specific relief requested.
- B. Within five (5) school days after receiving the written grievance, the Principal shall communicate his answer in writing to the grievant(s).

## Step Three (3)

- A. Within ten (10) school days after receiving the written grievance response from the Principal, an appeal from the decision may be made to the Superintendent. In the event the Superintendent and the Principal are the same person, an appeal may be made to the Board of School Trustees. The Superintendent, or in the event the Superintendent is also the Principal, the Board of School Trustees shall hold a hearing on the grievance within ten (10) days and render a decision in writing to the grievant(s) within five (5) school days of the hearing.
- B. The Superintendent, or, in the event the Superintendent is also the Principal, the Board of School Trustees may not consider any material, allegation or remedy that was not presented in Step Two (2).

## Section 3. Hearings

Hearings shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

Hearings shall be conducted during non-school hours, unless there is a mutual agreement for other arrangements.

#### Section 4. Time Limits

- A. Time limits herein may be extended only by mutual agreement, signed by both parties.
- B. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant(s) shall be granted the relief sought.
- C. Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.
- D. Any grievance which arose prior to the effective date of this contract or after the termination date of this contract shall not be processed.

### Section 5. State and Federal Law

- A. Nothing contained herein shall deny to any teacher his/her rights under State and Federal Constitutions and Laws.
- B. No non-tenure teacher may use the grievance procedure in any way to appeal discharge or a decision by the Board of School Trustees not to renew such teacher's contract.
- C. No teacher shall use the grievance procedure to appeal any decision of the Board of School Trustees or Administration if such decision is pursuant to any order of or written agreement with any State and/or Federal Regulatory Commission or Agency.

#### ARTICLE VIII: TERM OF AGREEMENT

This Contract shall be effective from July 1, 2021 through June 30, 2023. This Contract shall not be extended orally and it is expressly understood that it shall expire on the date indicated except as allowed by Indiana Code.

The contract may be reopened by either party for salary discussion during the 2022-23 bargaining window if the 2022-23 Enrollment Projections indicate student enrollment will increase or decrease by 5% or more.

The contract may be reopened by either party for health insurance discussion during the 2022-2023 bargaining window if the 2023 health insurance rates are projected to increase by 5% or more.

#### SIGNATURE PAGE

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

If by the Association

Mr. Steve Morris, Superintendent

to the Corporation at:

2725 Crestview Ave NE Lanesville, IN 47136

If by the Corporation to the Association at:

Liz Schigur, President

2725 Crestview Avenue NE

Lanesville, IN 47136

The undersigned also attest to the following:

1. A public hearing was held in compliance with I.C. 20-29-6-1 (b) on October 19, 2021 and electronic participation from the parties and/or public was not permitted.

2. A public meeting in compliance with I.C. 20-29-6-19 was held on November 3, 2021 to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

This contract is so attested to by the parties whose signatures appear below:

Lanesville Community School Corporation

Lanesville Education

Association

Steve Morris

Superintendent

Liz Schigur

LEA President

Sharon Rothrock

**School Board President** 

Association ratification date: November 2, 2021

School Board Ratification date: November 8, 2021

## APPENDIX "A"

# Lanesville Community School Corporation Extra-Curricular Salary Schedule 2021-23

Position	2021-2023
Boys'/Girls' Head Varsity Basketball	6510
Boys'/Girls' Junior Varsity Basketball	3380
Boys'/Girls' "C" Basketball	1360
Boys'/Girls' 8 <sup>th</sup> Grade Basketball	1865
Boys'/Girls' 7 <sup>th</sup> Grade Basketball	1865
Boys'/Girls' 6th Grade Basketball	1360
Boys'/Girls' 5th Grade Basketball	1360
Boys'/Girls' High School Cross Country	2268
Boys'/Girls' Junior High Cross Country	1360
Boys'/Girls' High School Track	2268
Boys'/Girls' Junior High Track	1360
Boys' Varsity Baseball	3480
Boys' Junior Varsity Baseball	1865
Boys' Assistant Baseball	1108
Girls' Varsity Softball	3480
Girls' Junior Varsity Softball	1865
Girls' Assistant Softball	1108
Girls' Varsity Volleyball	3480
Girls' Junior Varsity	1865
Girls' Assistant Volleyball	1108
Girls' 8 <sup>th</sup> Grade Volleyball	1360
Girls' 7 <sup>th</sup> Grade Volleyball	1360
Boys'/Girls' High School Soccer Coach	3480
High School Assistant Soccer Coach	1850
Boys'/Girls' High School Tennis	2470
Boys'/Girls' High School Tennis Assistant	1108
Boys'/Girls' Junior High Tennis	1360
Boys'/Girls' Golf	2470
Boys'/Girls' High School Swimming Coach	2268
Athletic Equipment Manager	1865
Athletic Supervisor	2450
High School Cheer Sponsor	1662
Junior High Cheer Sponsor	1108
Elementary Cheer Sponsor	855
Director of Music	3380
Assistant Director of Music	1108

Position	2021-2023
Yearbook Sponsor	755
Spanish Club Sponsor	755
National Honor Society Sponsor	755
Prom Sponsor (2- for information only)	671 ea.
High School Student Council Sponsor	900
Junior High Student Council Sponsor	755
Academic Bowl Coach	755
Academic Bowl Coordinator	755
Renaissance Sponsor	755
Theater (includes \$250 operating budget, for information only)	755
Elementary Literacy Coach	755
High School Mentor Teacher	755
Elementary Mentor Teacher	755
Elementary Student Council	755
HS Technology Coach (if needed) 2022-2023	1000
ES Technology Coach (if needed) 2022-2023	1000

### Appendix B

## LANESVILLE COMPENSATION SYSTEM DESCRIPTION

### General Eligibility:

- A. Teachers that satisfy the evaluation rating factor (an Effective or Highly Effective evaluation for the past year) transition to the 2021-2022 salary range at the same level and receive a \$3,000 base salary increase. Teachers that satisfy the evaluation factor (an Effective or Highly Effective evaluation for the prior year) transition to the 2022-2023 salary range at the same merit level and receive a \$500 base salary increase.
- B. Teachers may move on the new salary schedule if they have taught in the school corporation the prior year and have completed an evaluation rated effective or highly effective. The corporation increase is based on a year of experience, evaluation rating and academic needs defined as the assignment of instructional roles.

#### **Factors and Definitions:**

### A. Evaluation Rating:

Any teacher whose evaluation rating is Improvement Necessary or Ineffective will not be eligible for any salary increase or movement on the salary schedule. The exception would be teachers in their first two years of instructing students, regardless of evaluation rating.

#### B. Academic Needs of Students:

Ensuring educational continuity for students by retaining teacher leaders who satisfy the evaluation rating and whose current salary is less than \$68,100 in Career Level I, or less than \$73,500 in Career Level II for 2021-22 or is less than \$68,600 in Career Level I or less than \$74,000 in Career Level 2 for the 2022-23 school year.

#### C. Career Level:

Career Level I is defined as teachers currently holding a Bachelors' Degree. Career Level II is defined as teachers currently holding a Masters' Degree in a content area or in a content area approved by the Superintendent. A teacher can move across a row from Career Level I to Career Level II by obtaining a Masters' Degree. The movement cannot occur during a school year. Movement across a row is based on creating a capacity for improved skills among teacher leaders.

#### Distribution:

- A. Evaluation rating \$800
- B. Academic Needs \$400

#### Placement of New Hires

The placement of new hires will be commensurate with current hires having the same education and years of experience. The corporation does have the ability to place two new hires each year on the four levels of it's choosing on the salary schedule to meet academic needs. Any movement beyond would require discussion with the association.

#### Redistribution

Money that would have been paid to a teacher receiving an Ineffective or Improvement Necessary rating will be distributed equally among all teachers receiving an Effective or Highly Effective rating in the form of a stipend. The redistribution shall be made to all eligible teachers in the form of a stipend and shall be distributed within 30 days of the final determination of evaluation ratings.

## **Rehiring Retired Teachers**

- A. All retired teachers hired by the school district shall be included in the bargaining unit.
- B. A teacher who has retired from teaching may be rehired to teach part-time or full-time, depending upon the school district's needs. Part-time teachers will receive salary on a pro-rated basis.
- C. Rehired retired teachers shall begin at Row 4 on Lane 1 for a retired teacher with a Bachelor's Degree or Row 4 on Lane 2 for a retired teacher with a Master's Degree, whichever is appropriate.
- D. Returning retired teachers benefits shall include all contract benefits Except:
  - 1. Severance and retirement benefits provided by this agreement.
  - 2. Retired teachers eligible for Medicare benefits will not be eligible for health insurance benefits.
- E. Neither the School District nor the Association will be liable for any problems the returning retired teacher may have with the Indiana State Teachers Retirement Fund (ISTRF), the Social Security Administration, or the Internal Revenue Service (IRS) regarding his/her original retirement, his/her return to teaching, or subsequent second retirement.

# Appendix C Salary Schedule

2021-2022

2022-2023

2021-2022				2022-2023	
Step	Career 1	Career 2	Step	Career 1	Career 2
Α	40,500	43,500	Α	41,000	44,000
В	41,700	44,700	В	42,200	45,200
С	42,900	45,900	С	43,400	46,400
D	44,100	47,100	D	44,600	49,600
E	45,300	48,300	E	45,800	48,800
F	46,500	49,500	F	47,000	50,000
G	47,700	50,700	G	48,200	51,200
Н	48,900	51,900	Н	49,400	52,400
ı	50,100	53,100	. 1	50,600	53,600
j	51,300	54,300	 J	51,800	54,800
K	52,500	55,500	K	53,000	56,000
L	53,700	56,700	L	54,200	57,200
M	54,900	57,900	М	55,400	58,400
N	56,100	59,100	N	56,600	59,600
0	57,300	60,300	0	57,800	60,800
Р	58,500	61,500	Р	59,000	62,000
Q	59,700	62,700	Q	60,200	63,200
R	60,900	63,900	R	61,400	64,400
S	62,100	65,100	 S	62,600	65,600
T	63,300	66,300	Т	63,800	66,800
U	64,500	67,500	U	65,000	68,000
V	65,700	68,700	 ٧	66,200	69,200
W	66,900	69,900	W	67,400	70,400
Χ	68,100	71,100	Х	68,600	71,600
Υ		72,300	 Υ		72,800
Z		73,500	 Z		74,000