

CONTRACTUAL AGREEMENT
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
OF THE
NORTH LAWRENCE COMMUNITY SCHOOLS
AND
NORTH LAWRENCE EDUCATION
ASSOCIATION
BEDFORD, INDIANA
2021-2023
SCHOOL YEARS

THE BOARD OF SCHOOL TRUSTEES OF THE NORTH LAWRENCE
COMMUNITY SCHOOLS, LAWRENCE COUNTY, STATE OF INDIANA, AND THE
NORTH LAWRENCE EDUCATION ASSOCIATION HEREBY AGREE AS FOLLOWS:

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ARTICLE I

Definitions

The term "school corporation," when used in this contract, shall refer to the North Lawrence Community Schools of the County of Lawrence of the State of Indiana.

The term "Board" shall mean Board of School Trustees of the North Lawrence Community Schools and shall include authorized officers, representatives and agents. The term "Association" shall mean the North Lawrence Education Association and shall include authorized officers, representatives and agents.

For the purpose of identifying the bargaining unit members, the term "teacher" shall mean any certificated employee of the North Lawrence Community Schools except for those persons excluded in Article II.

ARTICLE II

Recognition

In accordance with IC 20-29 the North Lawrence Community Schools hereby recognizes the North Lawrence Education Association as the exclusive representative of certified employees in the following bargaining unit:

All certificated employees, except for Superintendent of Schools, Central Office Administrative Employees, Assistant Superintendent, Administrative Assistant(s); Building Principals, Building Vice Principals, including Business Managers; Department Chairperson; Directors of Vocational Education and Special Education; Supervisor of Fine Arts; and High School Athletic Director.

ARTICLE III

Contract Procedures and Effect of Agreement

- A. **Entire Agreement/Past Practices.** This contract supersedes and cancels all previous agreements, whether verbal or written, between the school corporation and the Association, as well as any alleged past practices of the school corporation, and this contract constitutes the entire agreement between the parties.
- B. **Conflicts.** The parties agree that this contract shall supersede any rules, regulations, policies, or practices of the Board which would be contradictory or inconsistent with the terms of this contract. Any individual contracts between the Board and an individual member of the bargaining unit shall be made subject to this contract. If any such individual contract made during the term of this contract contains any language inconsistent with this contract, this contract shall prevail.

- C. **Amendments.** Any amendment or agreement adding to, subtracting from, or supplemental to this contract shall not be binding upon either party unless it is executed in writing by each of the parties hereto.
- D. **Severability.** If any provisions of this contract or any application of this contract to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE IV

Leaves of Absence

A. Unpaid Leaves of Absence

1. **Unpaid Leaves of Absence-Generally.**
 - a. The Board may grant a teacher a leave of absence not to exceed one (1) year, for a sabbatical or for disability or sick leave. The Board, at its sole discretion, may grant consecutive leaves to a teacher.
 - b. The Board may grant partial compensation for a leave in an amount approved by the Superintendent and the Board. However, if a teacher on a sabbatical serves an employer that agrees to reimburse the Board in whole or in part of the amount of the teacher's regular salary, the Board, at its sole discretion, may grant full or partial compensation.
2. **Teacher Rights During Unpaid Leave of Absence** - Except as otherwise provided by this collective bargaining agreement, rights existing at the time leave commences, which arise from a teacher's:
 - a. Status as a professional or established teacher;
 - b. Accumulation of successive years of service;
 - c. Service performed under a teacher's contract pursuant to I.C. 20- 28-6-8; or
 - d. Status or rights negotiated under IC 20-29 shall remain intact.
3. **Insurance Coverage During Unpaid Leave of Absence** - The teacher may maintain coverage in a group insurance program during an unpaid leave by paying the total premium including the Board's share, if any, attributable to the leave period. The Board may elect to pay all or part of the cost of the premium for a teacher during an unpaid leave of absence.

4. **Sick Leave Accumulation During Unpaid Leave of Absence** - During a leave extending into a part of a school year, a teacher accumulates sick leave in the same proportion as the number of days the teacher is paid during the year for work applied to the total number of teacher contract days.
5. **Use of Paid Leave During Unpaid Leave of Absence** - All or part of a leave granted for sickness or disability, including pregnancy-related disability, may be charged at the teacher's discretion to the teacher's available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay.

B. Paid Leaves

1. Sick Leave - Personal and/or Family Illness.

- a. Teachers will be compensated for absence because of personal and/or family illness on the basis of the number of days accrued. Thirteen (13) such days shall be granted to each teacher during his/her first year in the North Lawrence Community Schools and thirteen (13) days for each year thereafter. Those days not used may accumulate without limit for sick leave purposes. For purposes of retirement severance pay, however, unused days may accumulate to two hundred and forty-five (245) days.
- b. Family illness shall be defined as a serious accident to, or a serious illness of, a member of the teacher's immediate family by blood, marriage, or adoption (spouse, child, father, mother, brother, sister, grandchild or other persons living in the teacher's household) and which incident requires the presence of the teacher to handle the emergency situation.
- c. Teachers on summer teaching employment shall be eligible to use sick leave on the same basis as is used during the regular school year.
- d. Sick Leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.
- e. Teachers shall be given a written accounting of accumulated sick leave by October 1 of each school year.

2. Disability Leave.

This policy shall apply to leave in all cases, except pregnancy and childbirth, in which a teacher is unable to perform his/her duties owing to disablement for any period greater than three (3) weeks. Such disability shall include, among other items, incapacity which arises from major surgery, physical illness, mental illness, or emotional disturbance.

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

- a. The teacher requesting leave shall notify the Office of the Superintendent of the expected time of leave as soon as reasonably possible;
- b. The leave shall begin at a time which is mutually agreeable to the teacher and the teacher's physician, but shall coincide with the end of a semester or grading period if possible; and
- c. In the case of disagreement over the beginning date of the leave, or over the ability of the teacher to continue active employment in such teacher's position, then upon request by the school corporation, the teacher shall furnish a statement from the teacher's physician which sets forth the facts and the physician's opinion as to such teacher's ability to continue his/her duties. The school corporation may mandate, restrict, or otherwise condition the dates of such leave upon such statement.
- d. In instances in which the disability could not be reasonably anticipated, the leave shall begin when medically required. The school corporation shall have the right to demand and receive reasonable documentation of such emergencies.

4. **Rules Governing Return.**

- a. As soon as reasonably determinable, the teacher shall notify the Superintendent of the estimated time of return to teaching, or of the fact that such teacher does not intend to resume teaching duties, and shall, if intending to return to teaching duties, keep the school corporation advised of any change in such estimated time.
- b. The teacher shall furnish the school corporation proof of such teacher's continued disability at any time during the disability, if requested by the Superintendent of Schools.
- c. The teacher shall notify the Superintendent as soon as such teacher has recovered from the disability and may resume his/her teaching duties at such time as in the opinion of the teacher and the teacher's physician that the teacher is able to so resume. The school corporation may, at its option, require the certificate of the physician to this effect. The teacher shall in any event, however, make a bona fide effort to schedule the end of the leave so as to coincide with the beginning of a semester or grading period.
- d. Unless waived by the school corporation, however, the teacher shall not be entitled to return to teaching duties unless at least two (2) calendar weeks' notice is given of the intention to return to work.
- e. If the teacher desires that the leave be extended beyond the time that the teacher has, in the physician's opinion, recovered sufficiently to return to

his/her active employment, and if the school corporation agrees to such extension, the teacher's return shall be scheduled to coincide with the beginning of a semester, unless another or different date for return is set by the school corporation for reasons of administrative convenience, as determined by such corporation.

5. **Position to Which Teacher Returns.** Upon a teacher's return to work, the school corporation shall assign the teacher to the same position held by such teacher when leave commenced or to a substantially similar position, except in the following instances:

- a. When the position and such substantially similar position have been filled by a teacher pursuant to a temporary or regular teaching contract;
- b. Where the return is within six (6) weeks of the end of a semester.

In either such event, the teacher shall be assigned a teaching position in the following order of preference: to any available position for which the teacher is qualified, or to a position as a full-time substitute. Such alternate assignment shall extend solely to the end of any current semester if the disability began within such semester. In any case, the teacher, if otherwise entitled to a contract at the commencement of the next school year, shall be assigned in accordance with the policies and applicable law governing reassignment as though the teacher had taken no leave; subject, however, to dismissal for reduction of staff in accordance with the procedures under applicable law.

- c. **Limitations.** No leave under this policy may be granted for a period exceeding one (1) year.
- d. **Rights of Teachers.** No leave granted under this policy shall change the rights of a teacher, except as, and if, they are changed by applicable law.
- e. **Use of Sick Leave.** Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated, but shall be required, at the option of the school corporation, to present a doctor's certificate of disability 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 the cause of the disability.

6. **Childbirth Leave.**

- a. A teacher who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately on her request and the certification of the emergency from an

attending physician.

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

- 7. **Parental Leave.** A parental leave of absence without pay may be granted to a teacher who gives birth or whose spouse gives birth to or adopts a child may be granted an unpaid leave of absence any time between the commencement of the pregnancy or adoption and up to one (1) year following the birth or adoption of the child, if s/he notifies the Superintendent at least thirty (30) days before the date on which s/he wishes to start his/ her leave, unless extenuating circumstances approved by the Superintendent require shorter prior notice. Such notice shall include the expected length of this leave, and a copy of the birth certificate of the newborn or applicable adoption documents. A teacher's right to Parental Leave will be coordinated with the teacher's rights under the Family Medical Leave Act and any applicable leave policies adopted by the Board. Also with respect to parental leave, a teacher can use sick leave days for up to 5 days within 30 days of the baby being released from the hospital.

- 8. **Personal Leave.** Teachers shall be granted four (4) days of personal leave with pay per school year for the transaction of personal business and/or the conduct of personal or civic affairs. Personal days should not be used to extend a break or holiday unless there is a personal emergency.

Unused personal leave days may accumulate as sick leave subject to the limitations or sick leave accumulation in Article V, Section A-1.

- 9. **Extended Personal Leave.**

- a. Teachers who have completed at least six (6) years of service in the North Lawrence Community Schools shall be granted an extended personal leave without pay for a period of one (1) semester or one school year upon request. Such leave may not be used to extend any other type of leave and may be taken no more often than once. The leave may not be used to take other full-time employment.
- b. Upon a teacher's return to work, the school corporation shall assign the teacher to a position for which they are licensed to teach. The assignment language in this provision is for informational purposes and was not bargained.
- c. A teacher who is on leave during the last semester of the school year shall notify the Superintendent or his or her designee in writing by April 1, if he/she plans to return for the following year. If a teacher does not provide notification by the April 1 deadline, then the School Corporation may post the position to fill.

it with another teacher for the following school year. The language relating to filling the position in this provision is for informational purposes and was not bargained.

10. **Bereavement Leave.**

- a. Seven (7) consecutive calendar days (with pay for school days) may be granted for death in the immediate family. At the teacher's election, computation will begin with the day of death, day following death, or the day before the funeral and continue for seven (7) consecutive calendar days. The immediate family is defined as spouse, parent, stepparent, parent-in-law, step-parent-in-law, child, stepchild, brother, sister, grandparents, spouse's grandparents, grandchild, spouse of children, or person living in the immediate household at the time of death. Should the teacher not use a total of five (5) school days at the time of bereavement, one (1) day remaining of the five (5) school days shall be available during the school year for the teacher to settle estate matters. If an employee experiences a death of an immediate family member during the summer, the employee is entitled to use one day of bereavement leave during the upcoming school year to settle estate matters.
- b. Three (3) consecutive calendar days (with pay for school days) may be granted a teacher for the death of the teacher's aunt or uncle, a sister-in-law or brother-in-law, niece or nephew. At the teachers' election, computation will begin with the day of death, or day following, or the day before the funeral and will continue for three (3) days.
- c. One day of bereavement leave (with pay for school days) may be granted to a teacher for the death of an aunt or uncle through present marriage.

11. **Association Leave and Presidential Release Time.** The Association President or a designee appointed by the president shall be allowed released time as outlined below:

- a. The NLEA President will be provided with ten (10) days with pay for the transaction of Association business. An additional ten (10) days will be provided, if the Association reimburses the school corporation for the cost of a substitute teacher.
- b. The Superintendent may grant the NLEA President released time in cases of emergency for Association or Corporation business. This time shall not be deducted from the Association release days provided by this Article.
- c. The Association President or designee appointed by the President will be granted seven (7) days of release time for purposes of lobbying the General Assembly.

12. **Jury Leave.** The Board shall pay a teacher who serves on jury duty his full salary

provided such teacher returns to the Board all pay received for serving for jury duty, less that amount paid to the teacher for mileage.

13. **Court Leave.** Teachers who are ordered to appear in court for other than jury duty, except in cases: (1) initiated by the employee; (2) in personal cases; (3) in domestic and family cases; or (4) in cases where a teacher is a criminal defendant, may be granted up to a maximum of five (5) days of leave without loss of compensation. In cases where teachers are required to appear in court on school related cases, except those school related cases initiated by the teacher or the Association in an action against the school corporation, teachers shall be granted leave without loss of pay.
14. **Political Leave.** Teachers elected to the Indiana General Assembly may continue as teachers, but will be paid only for the number of days actually taught.
15. **Emergency Leave.** Teachers will be granted one (1) Emergency Leave day per year without loss of pay to be used only for home emergencies.
16. **Other Leaves.** Other leaves, with or without pay, may be granted by the Board upon recommendation by the Superintendent. The following leaves would include educational conference, study, community service, and/or school visitation.

C. **Sick Leave Bank**

1. The Sick Leave Bank will be established for the voluntary participation of all certificated school employees of the North Lawrence Community School Corporation.
2. Membership in the bank program will be open to all certificated school employees. A member will be defined as a certificated school employee who has made a contribution of one (1) day sick leave to the bank at the appropriate time of enrollment and at any time where there is a requirement for donation of an additional day. Sick leave days donated to the bank are considered a permanent contribution and are not transferable to another school corporation or usable as individual sick leave outside the provisions of this bank.
3. Persons new to the school system each year shall be given the opportunity to join the sick bank by donating one day to the bank by November 1 of the school year they become employees. They will indicate their desire to join by completing the appropriate form and shall not be members in good standing until they have completed the application for membership. A teacher who joins the Sick Leave Bank will continue to be a member until he or she files a written statement of his or her intent to drop out of the Sick Leave Bank, which will be effective at the conclusion of the school year.
4. Persons who shall have failed to join the sick leave bank in the year in which they first had the opportunity to join shall become members only by donating one day

for each year that they were eligible but failed to join in addition to any additional days of donation required of bank members during that period.

5. Donations to the sick bank other than those described for initial membership shall be required only when at the beginning of any school year the number of days in the bank shall be less than three hundred sixty (360) days or in the event the sick bank becomes exhausted during the school year because of applications for sick bank days by eligible members. In such event, each member of record for the current school year or the immediate past school year, as appropriate, shall donate an additional day in order to remain a member in good standing.
6. Any participating member who has exhausted his or her accumulated sick leave and who has also used two (2) uncompensated sick leave days will be eligible to apply to the sick bank. The number of days granted to any member during any school year will be limited as follows:

<u>Years of Service to NLCS</u>	<u>Number of Days</u>
0-4	65
5-10	75
10+	90

7. Use of leave from the sick bank shall be limited to any one teacher to ninety (90) days in any one period of three (3) school years in length. A member who qualifies for the Sick Leave Bank because of a serious illness or injury, who returns to work before exhausting his or her allocation from the Sick Leave Bank and who subsequently experiences a recurrence of the same illness or injury during the same school year will be permitted to continue to use sick leave bank days on the basis of the allocation at the time he or she initially qualified for absences related to the illness or injury.
8. The sick leave bank shall not operate in any manner such that any teacher receiving worker's compensation benefits receive either more or less than the teacher's regular pay, nor shall it operate in any other circumstances such that the teacher receives on behalf of any particular day either more or less than the teacher would have received should that day have been worked.
9. Applications will be made in writing to the Personnel Director and will be accompanied by a physician's statement describing the nature of the disability. Application for a grant may be made by a personal representative of the applicant in cases where the individual participant is unable to do so.
10. Sick Bank Review Committee shall be formed and shall be comprised of two (2) teachers appointed by the NLEA President and one (1) administrator appointed by the Superintendent. The committee shall consider and review all requests for use of sick bank days to insure that all applications submitted and any grants made are in accordance with the provisions of the contract. Further, such committee shall submit timely reports to the sick bank members which shall review sick bank use.

11. The Sick Bank Review Committee may grant, deny, or suspend grants of sick days from the Bank in accordance with the provisions established in this article.

ARTICLE V

Grievance Procedure

A. Definitions.

1. A "grievance" is an alleged violation of a specific article or section of the collective bargaining agreement between the North Lawrence Community Schools and the North Lawrence Education Association ("Contract").
2. The term "day" when used in this Article shall mean teacher days during the school year. During the summer recess, the term shall mean weekdays (Monday through Friday).
3. "Contract" when used in this Article shall mean the negotiated collective bargaining agreement in effect between the North Lawrence Community Schools and the North Lawrence Education Association.

B. Grievant and Representation.

An individual teacher, or group of teachers, may present a grievance, provided a grievance filed by a group of teachers identifies at least one teacher as the grievant, and may do so through the exclusive representative. If the grievance is filed through the exclusive representative, the exclusive representative may be given an opportunity to be present at all stages of the grievance machinery. The adjustment of all grievances shall not be inconsistent with the terms of this Contract.

C. Procedure; Informal Discussion.

A grievance may be initiated in one (1) of the following ways:

1. The teacher may approach the building principal concerned and discuss the matter in his own behalf.
2. The teacher may request that a representative of the Association accompany the teacher and in such case the building supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

Step I.

In the event the grievance is not resolved through informal communication with the building principal, the grievant may file a formal grievance in writing with the building

principal.

1. The grievance form shall be filed in quadruplicate with one (1) copy each for the Association President, the Grievant, the Building Principal, and the School Superintendent.
2. The grievance shall (1) name the teacher(s) involved, (2) state the facts giving rise to the grievance, (3) identify the specific Contract provision alleged to have been violated, (4) state the contention of the grievant with respect to the grievance, (5) give the date of the alleged violation, (6) indicate the specific relief requested, and (7) be signed by the aggrieved teacher(s).
3. The formal grievance shall be filed as soon as possible, but any grievance not presented in writing in Step I within fifteen (15) days of the time the grievant knew, or reasonably should have known, of the alleged violation of the CBA shall be deemed waived and shall not be processed.
4. The building principal may request a meeting with the grievant, and the Association representative may accompany the grievant. If the principal requests a meeting, the meeting will be held within five (5) days of the date the principal makes the request. Within five (5) days after holding a meeting with the grievant, the building principal shall communicate his/her answer in writing to the grievant and the Association representative and said answer shall be attached to the grievance. If the building principal does not request a meeting, the building principal will provide a written response to the grievance within ten (10) days of the date he or she receives the grievance.

Step II.

1. If the grievance is not resolved in Step I, the teacher may, within ten (10) days of receipt of the building principal's written answer, appeal to the Superintendent, or his designee, by filing the grievance and the principal's answer, along with a written response of the teacher, with the Office of the Superintendent. Any response received by the grievant shall be attached to the grievance.
2. The Superintendent or his/her designated representative will meet with the grievant within ten (10) days of receiving the grievance. An Association representative may accompany the grievant to such meeting.
3. The Superintendent or his/her designated representative shall give the teacher an answer in writing no later than fifteen (15) days after the date of the meeting. The Superintendent's decision shall be final and binding upon the parties.

D. Other Provisions Relating to the Grievance Procedure.

1. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not a valid basis for evaluation.
3. Time limits herein may be extended only by mutual agreement, signed by the parties.
4. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teacher were present and working.
5. Any grievance not advanced by the grievant from one step to the next within the time limits shall be deemed resolved by the answer at the previous step.
6. Any grievance which arose prior to the effective date of this agreement or after the termination date of this agreement shall not be processed.

ARTICLE VI

Compensation and Related Matters

A. Medical Insurance Committee.

The School Corporation is a member of the Southern Wellness Insurance Trust (the "Trust"). The parties acknowledge that decision relating to the plan design of the health insurance plan will be determined by the Trust. The amounts paid by the NLCS toward teacher premiums will be determined through collective bargaining.

B. Medical Fringe Benefits.

The Board shall provide the following fringe benefits per month for medical insurance:

	2021 Annual Premium – Corp	2022 Annual Split Increase 50% Plus \$300 - Corp	New 2022 Annual Premium – Corp Contribution	Corp HSA Contribution
PLAN HSA 5				
Employee Only	\$4,296.00	\$732.72	\$5,028.72	\$250.00
Employee & Spouse	\$9,936.00	\$1,248.78	\$11,184.78	\$500.00
Employee & Child	\$9,048.00	\$1,033.44	\$10,081.44	\$500.00
Family	\$11,136.00	\$1,500.30	\$12,636.30	\$750.00

PLAN HSA 6				
Employee Only	\$4,296.00	\$712.80	\$5,008.80	\$250.00
Employee & Spouse	\$9,936.00	\$1,154.58	\$11,090.58	\$500.00
Employee & Child	\$9,048.00	\$1,012.62	\$10,060.62	\$500.00
Family	\$11,136.00	\$1,360.56	\$12,496.56	\$750.00
PLAN HSA 7				
Employee Only	\$5,496.96	\$846.60	\$6,343.56	\$0
Employee & Spouse	\$9,936.00	\$1,154.58	\$11,090.58	\$0
Employee & Child	\$9,048.00	\$1,012.62	\$10,060.62	\$0
Family	\$11,136.00	\$1,360.56	\$12,496.56	\$0

	2022 Annual Premium – Corp	2023 Annual Split Increase 50% Plus Additional Corp	New 2023 Annual Premium – Corp Contribution	Corp HSA Contribution
PLAN HSA 5				
Employee Only	\$5,196.00	\$342.00	\$5,538.00	\$250.00
Employee & Spouse	\$11,208.00	\$1,150.00	\$12,358.00	\$500.00
Employee & Child	\$10,092.00	\$864.00	\$10,956.00	\$500.00
Family	\$12,660.00	\$1,520.00	\$14,180.00	\$750.00
PLAN HSA 6				
Employee Only	\$5,184.00	\$324.00	\$5,508.00	\$250.00
Employee & Spouse	\$11,112.00	\$1,006.00	\$12,118.00	\$500.00
Employee & Child	\$10,080.00	\$828.00	\$10,908.00	\$500.00
Family	\$12,528.00	\$1,304.00	\$13,832.00	\$750.00
PLAN HSA 7				

Employee Only	6,996.00	\$504.00	\$7,500.00	\$0
Employee & Spouse	\$11,112.00	\$1,006.00	\$12,118.00	\$0
Employee & Child	\$10,080.00	\$828.00	\$10,908.00	\$0
Family	\$12,528.00	\$1,304.00	\$13,832.00	\$0

HSA Contribution: For both the 2021-2022 and 2022-2023 school years, the board will contribute to the HSA for teachers who take the school's high deductible health insurance plan(s) for Plans 5 and 6 in accordance with the charts above. If the teacher is the spouse of another teacher who is employed by the School Corporation prior to January 1, 2006, and qualifies for a provision below where they pay \$0.20 for insurance premiums, then the teachers on that plan will receive a combined amount of \$500 in an HSA. If the teacher is the spouse of another teacher who is employed by the School Corporation and does not qualify for a provision below where they pay \$0.20 for insurance premiums, then the teachers will receive a combined amount of \$750 in an HSA.

Fringe eligible employees that are spouses and were employed by the School Corporation prior to January 1, 2006: The Board will continue to pay the equivalent of two (2) family contributions for medical, dental, and vision insurance, provided such employees select and maintain family coverage and the employees remain in a fringe eligible class. The employee must pay at least twenty cents (\$.20) per month toward each of these premiums.

Fringe eligible employees that are spouses and are newly hired or rehired by the School Corporation after January 1, 2006: The Board will pay the equivalent of one single plan and one family plan contribution for medical, dental, and vision insurance provided such employees select and maintain family coverage and the employees remain in a fringe eligible class. The employee must pay at least twenty cents (\$.20) per month toward each of these insurance benefits.

Fringe eligible employees that are spouses and are employed by the School Corporation prior to January 1, 2006, but newly-married after January 1, 2006: The Board will pay the equivalent of one single plan contribution and one family plan contribution for medical, dental, and vision insurance provided such employees select and maintain family coverage and the employees remain in a fringe eligible class. The employee must pay at least twenty cents (\$.20) per month toward each of these insurance benefits.

Fringe eligible employees who work fifty percent (50%) or more of the scheduled hours as defined by their job classification will receive a Board contribution equal to the amount contributed for a full-time fringe eligible employee for the medical, dental and vision insurance coverage selected by the employee.

Fringe eligible employees who work less than fifty percent (50%) of the scheduled hours as defined by their job classification will receive a Board contribution equal to fifty percent (50%) the amount contributed for a full-time fringe eligible employee for the medical, dental and vision insurance coverage selected by the employee, provided the employee meets the eligibility criteria established by the earners.

Fringe eligible employees that are spouses and are employed by the School Corporation after January 1, 2006, and one spouse works less than fifty percent (50%) of the scheduled hours as defined by their job classification: The Board will pay the equivalent of fifty percent (50%) of the Board's contribution toward one single plan and one hundred percent (100%) of the Board's contribution toward one family plan provided such employees select and maintain family coverage, provided the employee meets the criteria established by the carriers.

C. Dental Insurance.

The Board shall provide the following amounts toward the cost of a Board approved Group Dental Insurance Plan for each fringe eligible employee who wishes to participate:

Single Dental Plan

\$11.00

Family Dental Plan

\$30.00

The employee must pay at least twenty cents (\$.20) per month toward the plan selected.

D. Group Term Life Insurance.

The Board shall provide the following basic Group Term Life Insurance coverage for each eligible employee, less Ten Cents (\$0.10) per month to be paid by the employee:

Policy Amount

Fifty Thousand Dollars (\$50,000)

Subject to the approval, procedures, underwriting requirements, premium rate, and all other requirements of the insurance carrier, an employee may purchase an optional additional fifty thousand dollars (\$50,000) of Group Term Life Insurance at his/her own expense.

E. Group Long Term Disability Benefits.

The Board shall provide all but Ten Cents (\$0.10) per month toward the cost of an approved Group Long Term Disability Insurance Plan for each eligible employee.

F. Vision Insurance Plan.

The Board shall provide the following toward the cost of an approved Vision Insurance Plan for each eligible employee:

Single Vision Plan

\$4.40

Family Vision Plan

\$8.90

The employee must pay at least twenty cents (\$.20) per month toward the plan selected.

G. Worker's Compensation. The school corporation and teachers accept and shall participate

under the Indiana Worker's Compensation Act, so that teachers who suffer from injuries which qualify under the provisions of such law as it exists at the time of the injury shall receive compensation in accordance with such law, provided that any teacher injured within the scope of this clause shall, if such teacher is able to do so, give immediate notice of such injuries in writing to the Superintendent or his designee.

H. Extracurricular Salary Schedule. The Extra-Curricular Schedule is set forth in Appendix B.

I. Compensation for New Hires.

- a. The new teachers will be paid one-half of one regular bi-weekly paycheck on a scheduled payroll date after two (2) weeks of school and one-half of the regular pay on the following scheduled payroll date pursuant to the Compensation Model attached as Appendix A.
- b. Teachers newly hired to the School Corporation will be placed at a salary level in Appendix A-2 that most closely mirrors a current employee with the same degree and same years of experience, not to exceed the current employee's base salary. The Superintendent shall have the discretion to place a newly hired teacher up to three (3) levels above or three (3) levels below the level commensurate with the teacher's typical placement on the Salary Schedule. Any other variation in the placement of a new hire must be discussed by the Superintendent and the Association President.

J. Salary Reallocation. The Corporation shall provide an opportunity for enrollment in Section 125, Generation I and II, at no cost to the employee. All IRS eligible insurance costs to the employee shall be included in the Section 125 benefit under Generation I. Generation II shall include dependent or child care and/or non-tax reimbursement for medical expense.

- a. Each employee shall enroll on a form provided during the open enrollment period as designated by the administration.
- b. Employees shall not be permitted to revoke election after the enrollment deadline unless there is a change in family status (e.g., marriage, divorce, death of spouse or child, birth or adoption of child, and employment or termination of employment of spouse).
- c. The election or plan year is on a calendar year basis.

K. Pay Periods and Direct Deposit.

All teachers shall be paid in twenty-six (26) bi-weekly installments. However, an adjustment may be made if required, due to the calendar. All teachers will automatically be enrolled in the NLCS Direct Deposit compensation program.

L. Rehiring Retired Teachers.

- a. All retired teachers hired by the school corporation shall be included in the bargaining unit.
- b. Neither the school corporation nor the association will be liable for any problem the returning teacher may have with the Indiana State Teachers' Retirement Fund (ISTRF) or the Internal Revenue Service regarding their original retirement, their return to teaching, or their subsequent retirement.
- c. Amounts forfeited upon termination of employment because of the failure to meet applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the School Corporation after April 21, 2004.
- d. Returning retired teacher benefits shall include all contract benefits except:
 - i. The severance and retirement benefits provided by this agreement.
 - ii. Tenure status as listed in item "5" below.
- e. The retired teacher who is rehired to the School Corporation will begin at Step D on the Salary Schedule under the applicable degree.

M. Ancillary Duty Pay.

The daily rate of pay for teachers who are required by the administration or who receive advance approval from the principal to perform ancillary duties is \$154. The hourly rate for performing approved ancillary duties is \$22 per hour (\$154 divided by 7).

N. Ancillary Duty Pay for Certain SPED Teachers: SPED teachers may be eligible to receive \$1,000 per semester (\$2,000 / 3 for the trimester buildings) based upon caseload.

O. Compensation for New Teacher Mandatory Meetings: First year teachers employed with the School Corporation who are required by the School Administration to attend new teacher meetings outside of the contracted workday will receive the ancillary duty rate of \$22.00 per hour for such meetings. This ancillary duty rate will be paid twice each school year, with the first payment being included in the teacher's last pay in December and the second payment being in the teacher's last pay in May. If a first year teacher is unable to attend a mandatory new teacher meeting because the teacher is out sick on the day of the meeting, then the new teacher will not receive ancillary pay for the missed meeting.

ARTICLE VII

Retirement

Retirement Notification If a teacher plans to retire, the teacher must submit written notification of his or her intent to retire from employment with the North Lawrence Community Schools to the Personnel Office by:

- 1. November 1st if the teacher wishes to retire effective on the last teacher work day in

- December preceding the holiday break; or
2. April 15th if the teacher wishes to retire at the conclusion of the school year.

Teachers who do not submit notice in accordance with the deadlines above, or who retire at a time other than the last teacher work day in December preceding the holiday break or the conclusion of the school year, shall forfeit all retirement severance set forth in this Article VII. In the event a teacher must retire at a time other than the time periods specified above, and such retirement must occur due to extenuating circumstances outside of the teacher's control, then the teacher may request an exemption from the above requirements from the Superintendent. The Superintendent shall have the discretion to determine whether or not to grant an exemption.

Effective Date: The Board of School Trustees of the North Lawrence Community Schools and the North Lawrence Education Association agree that the retirement buyout provisions of this Article apply to any teacher employed by the North Lawrence Community Schools prior to April 21, 2004 (the "Effective Date"). Any teacher who has retired before the Effective Date or who gave notice of his or her intent to retire prior to the Effective Date and thereafter retired pursuant to the retirement severance benefits contained in the 2003-04 Agreement between the Board of School Trustees of the North Lawrence Community Schools and the North Lawrence Education Association ("2003-04 Agreement") will only be entitled to those benefits contained in such Agreement.

A. RETIREMENT BUYOUT PLAN

1. **Elimination of 2003-04 Agreement's Retirement Bridge and Retirement Severance Benefit**

The Board and Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and Association confirm that Article XIII, Section G, entitled "Retirement Severance Pay", Article XIII, Section H, Sections 1 through 7, entitled "Retirement Bridge Benefit" in the 2003-04 Agreement are terminated and shall not apply to any teacher retiring or severing employment with the School Corporation on or after the Effective Date. Except as otherwise provided herein, those teachers who retired or severed employment before the Effective Date shall only be entitled to the retirement benefits contained in the 2003-04 Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

2. **Entitlement to Retirement Severance and Retirement Bridge Buyout Benefits. Vesting Requirements**

- a. **Vesting Requirements for Retirement Bridge 401(a) Plan and post-retirement VEBA Buyout Benefits:** Upon retirement from the North Lawrence Community Schools, a teacher shall be fully vested in the Retirement Bridge Buyout 401(a) Plan and the post-retirement VEBA buyout benefits described in this Article if the retiring teacher has satisfied the following requirements:

1. A teacher must be at least 55 years of age as of August 15, following the final year of employment.

2. The teacher must have been employed by the North Lawrence Community Schools prior to June 1, 2000.
3. A teacher must have a minimum of twenty (20) years of full-time teaching as certified by the Indiana State Teachers' Retirement Fund as of July 1 following the final year of employment.

b. **Vesting Requirements for Retirement Severance Pay Buyout Section 401(a) Plan:** Upon retirement from the North Lawrence Community Schools, a teacher shall be fully vested in the Retirement Severance Pay Buyout Section 401(a) Plan described in this Article if the retiring teacher has satisfied the following requirements:

1. The teacher must be at least fifty (50) years of age by August 1 of the calendar year of retirement.
2. The teacher must have at least thirteen (13) years of service as a teacher in the North Lawrence Community School Corporation.
3. The teacher must satisfy any applicable rules and regulations imposed by the Internal Revenue Service on Section 401(a) Plans.
4. Teacher must have at least fifteen (15) years of full-time teaching in the North Lawrence Community Schools, with at least ten (10) consecutive years of full-time teaching experience with the North Lawrence Community Schools, or an approved one year leave of absence and ten (10) years teaching experience, within the last eleven (11) years as of July 1 following the final year of employment.
5. A teacher must submit a written request to the Superintendent no later than April 1 of the final school year of employment.

3. **Actuarial Determination of Value of Current Retirement Bridge and Retirement Severance Buyout Benefits**

The Educational Services Company has been selected to determine the present value of the unfunded Retirement Severance Benefits and Retirement Bridge benefits described in the 2003-04 Agreement. In making this present value determination, ESC shall use the following assumptions:

- a. **Interest Rate.** The assumed interest rate for purposes of determining the present value of the Retirement Severance benefits contained in the 2003-04 Agreement is three and eight and one-half tenths percent (3.85%) for the 2004-05 and 2005-06 school years and seven and one quarter percent (7.25%) per year thereafter. The interest reverts to four percent (4%) at the time of retirement.

- b. **Retirement Age.** It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-eight (58) or as of June 30, 2005, if the individual is already fifty-eight (58) or older.
- c. **Retirement Severance Buyout Pay.** The anticipated amount of the Retirement Severance Pay benefits contained in the 2003-04 Agreement shall be determined using the amount of annual benefit described in Article XIII, Section G of the 2003-04 Agreement. The calculations further assume that each teacher, based upon his or her individual average sick leave usage as of June 30, 2004, carries a minimum of two (2) and a maximum of fourteen (14) sick leave days forward per year until such time as he or she reaches age 58 or the contractual maximum of two hundred forty-five (245) days, whichever occurs first, and that such accumulated days are compensated at the rate of forty-five dollars (\$45.00) per day. These calculations further assume that teachers eligible for the Retirement Severance Pay buyout benefit shall receive an additional forty-five dollars (\$45.00) per day of his or her actual unused accumulated sick leave, up to a maximum of two hundred forty-five (245) days, at the time of retirement. All sick leave days bought out with Senate Bill 199 pension bond proceeds will remain available for use pursuant to Article X, Section A. However, it is assumed that individuals do not retire until the later of: (i) the attainment of age fifty-eight (58) or (ii) satisfaction of the eligibility requirements of Section A-2(a) of this new Article.

Any teacher who was hired or re-hired after April 21, 2004, will not be eligible to receive severance compensation for accumulated leave days.

- d. **Retirement Bridge Buyout Pay.** The anticipated amount of the Retirement Bridge pay contained in the 2003-04 Agreement shall be determined using the amount of annual benefit described in Article XIII, Section H-4 of the 2003-04 Agreement and the Retirement Bridge stipend phase out table attached hereto as Appendix A. It is further assumed that teachers hired by the North Lawrence Community Schools on or after April 21, 2004, are not eligible to receive the retirement bridge benefits provided by the 2003-04 Agreement. It is further assumed that individuals do not retire until the later of:

- (i) The attainment of age fifty-eight (58) or
- (ii) Satisfaction of the eligibility requirements of Section A-2(b) of this new Article.

- e. **Retirement Bridge Buyout Insurance.** For purposes of calculating the value of the retirement health insurance benefit found in Article XIII, Section H-3 of the 2003-04 Agreement, the parties agreed to use an assumed annual post-retirement group health insurance cost of three thousand dollars (\$3,000.00) for the single premium and six thousand five hundred dollars (\$6,500.00) for the family premium, with an assumed annual inflation rate

of 0%. For purposes of calculating the retirement health insurance benefit for a husband and wife who are both employed by the School Corporation, the parties agreed to use an assumed health insurance premium of four thousand dollars (\$4,000.00) per employee, with an assumed annual inflation rate of 0%. The parties further assumed that retirees who elect not to participate in the School Corporation's health insurance plan as of June 30, 2004, shall receive an annual amount of one thousand five hundred dollars (\$1,500.00), with an assumed annual inflation rate of 0%. The parties further assumed that the retiree receives this benefit from the time of retirement until the date the retiree becomes eligible for Medicare. The present value of the retiree life insurance benefit was calculated pursuant to the provisions of Article XIII, Section H- 3(b) of the Agreement. For both of these calculations, however, it is assumed that individuals do not retire until the later of: (i) the attainment of age 58 or (ii) satisfaction of the eligibility requirements of Section A- 2(b) of this new Article.

- f. **FICA.** The present value of the future Retirement Severance benefits contained in the 2003-04 Agreement will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the Retirement Severance benefits contained in the 2003-04 Agreement had been paid directly to the employee.
- g. **Exclusion of Employees.** Employees hired after April 21, 2004 shall not be entitled to any payment for the eliminated Retirement Severance or Retirement Bridge benefits contained in the 2003-04 Agreement. In other words, no contribution shall be made for individuals hired or rehired on or after April 21, 2004.
- h. **Rehired Employees.** Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the School Corporation after April 21, 2004. If the Board shall have approved a leave of absence of not more than one (1) school year for an employee, such period of leave shall not result in forfeiture provided the employee shall promptly return to employment following the expiration of the period of leave.
- i. **Calculation Date.** The present value of the Retirement Severance benefits contained in the 2003-04 Agreement shall be calculated as of June 30, 2004. The interest earned on the present value as of June 30, 2004, at the time the bond proceeds are actually deposited will be added to the June 30, 2004, present value at the time of deposit.

4. **Retirement Severance Pay Buyout Section 401(a) Plan.**

The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan") for the Retirement Severance Pay buyout benefit for teachers employed by the North Lawrence Community Schools prior to April 21, 2004. The total sum of the amount calculated by ESC as the present value for the Retirement Severance Pay buyout benefit contained in the 2003-04 Agreement shall then be contributed by the School Corporation to the Retirement Severance Pay Buyout Section 401(a) Plan. The investment vendor for the Retirement Severance Pay Buyout Section 401(a) Plan shall be determined by the School Corporation. The Retirement Severance Pay Buyout Section 401(a) Plan's terms and conditions for the administration of the plan shall be as follows:

- a. **Separate Accounts.** The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the Retirement Severance Pay Buyout Section 401(a) Plan.
- b. **Vesting.** Until such time that an employee has retired and satisfied the eligibility requirements set forth in Section A-2(a) of this Section, the employee shall have no access to the assets held in his or her separate Retirement Severance Pay Buyout Section 401(a) Plan account.
- c. **Forfeiture.** If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section A-2(a) above for any reason, the terminated employee's Retirement Severance Pay Buyout Section 401(a) Plan account shall be forfeited. Effective January 1, 2017, the forfeited amounts shall be redistributed equally among the remaining participants.
- d. **Distributions.** Following retirement and the satisfaction of the requirements set forth in Section A-2(a) above, a retired employee may elect to commence distributions from his Retirement Severance Pay Buyout Section 401(a) Plan account.
- e. **Death Benefit.** Furthermore, following the death of the employee who had otherwise satisfied the requirements of Section A-2(b) of this Article, any amounts remaining in the deceased employee's Retirement Severance Pay Buyout Section 401(a) Plan account will be paid to the employee's designated beneficiary, or in the absence of a designated beneficiary, the employee's estate.
- f. The School Corporation shall not be paid any compensation for its services performed on behalf of the Retirement Severance Pay Buyout Section 401(a) Plan. All costs incurred in the administration of the Retirement Severance Pay Buyout Section 401(a) Plan and investment fees shall be paid from the Retirement Severance Pay Buyout Section 401(a) Plan assets.

- g. **Additional Plans.** The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.
- h. **Retirement Severance Pay Buyout.** Each teacher who is at least fifty (50) years of age by August 1 of the calendar year of retirement and has thirteen (13) years of service as a teacher in the North Lawrence Community Schools will be entitled to Retirement Severance pay, in the amount of Forty-Five Dollars (\$45.00) per day, times the number of unused sick days accumulated to the last day of teaching during the final school year of employment in the school system, with a maximum accumulation of two hundred and forty-five (245) days. Written notice of retirement must be given no later than April 1 of the final year of employment. This notification requirement may be waived in case of ill health or other unforeseen circumstances. The age requirement may be waived with verified disability retirement. Up to \$2,000 of this benefit will be paid via payroll by June 30 of the year that begins the teacher's retirement. The balance shall be paid into the teacher's post-retirement 403(b) account on January 15 following the end of the school year in which the teacher retires.

5. Retirement Bridge Buyout Section 401(a) Plan.

The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan") for the Retirement Bridge buyout benefit for teachers employed by the North Lawrence Community Schools prior to April 21, 2004. The total sum of the amount calculated by ESC as the present value for the Retirement Bridge benefit contained in the 2003-04 Agreement shall then be contributed by the School Corporation to the Retirement Bridge Buyout Section 401(a) Plan. The investment vendor for the Retirement Bridge Buyout Section 401(a) Plan shall be determined by the School Corporation. The Retirement Bridge Buyout Section 401(a) Plan's terms and conditions for the administration of the plan shall be as follows:

- a. **Separate Accounts.** The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the Retirement Bridge Buyout Section 401(a) Plan.
- b. **Vesting.** Until such time that an employee has retired and satisfied the eligibility requirements set forth in Section A-2(a) of this Section, the employee shall have no access to the assets held in his or her separate Retirement Bridge Buyout Section 401(a) Plan account.
- c. **Forfeiture.** If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section A-2 (a) above for any reason, the terminated employee's Retirement Bridge Buyout Section 401(a) Plan account shall be forfeited. Effective January 1, 2017, the forfeited

amounts shall be redistributed equally among the remaining participants effective January 1, 2017.

- d. **Distributions.** Following retirement and the satisfaction of the requirements set forth in Section A-2(b) above, a retired employee may elect to commence distributions from his Retirement Bridge Buyout Section 401(a) Plan account.
- e. **Death Benefit.** Furthermore, following the death of the employee who had otherwise satisfied the requirements of Section A-2(b) of this Article, any amounts remaining in the deceased employee's Retirement Bridge Buyout Section 401(a) Plan account will be paid to the employee's designated beneficiary, or in the absence of a designated beneficiary, the employee's estate.
- f. **Costs.** The School Corporation shall not be paid any compensation for its services performed on behalf of the Retirement Bridge Buyout Section 401(a) Plan. All costs incurred in the administration of the Retirement Bridge Buyout Section 401(a) Plan and investment fees shall be paid from the Retirement Bridge Buyout Section 401(a) Plan assets.
- g. **Additional Plans.** The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.

6. Voluntary Employees Beneficiary Association (VEBA) for Buyout Dollars

The School Corporation shall contribute to a voluntary employees' beneficiary association ("VEBA"), as described in section 501(c)(9) of the Internal Revenue Code, that amount representing the present value of the group health insurance benefits and term life insurance, as calculated for all employees using the assumptions to which the parties mutually agreed set forth in Section A-3 above and reflected in Appendix A to the Memorandum of Agreement incorporated herein and maintained by the parties' designees. Additional terms and conditions for the administration and operations of the VEBA shall be as follows:

- a. **Separate Accounts.** The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the VEBA.
- b. **Vesting.** Until such time that an employee has retired and satisfied the eligibility requirements set forth in Section A-2(b) of this Article, the

employee shall have no access to the assets held in his or her separate VEBA account.

- c. **Forfeiture.** If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section A-2(b) of this Article for any reason, the terminated employee's VEBA account shall be forfeited. Effective January 1, 2017, forfeited amounts shall be reallocated and redistributed in equal shares at the end of each plan year among the then-remaining separate VEBA accounts.
- d. **Distributions.** Following retirement and the satisfaction of the requirements set forth in Section A-2(b) of this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, and unreimbursed medical expenses of the employee, spouse, and dependents.
- e. **Death Benefit.** Furthermore, following the death of the employee who had otherwise satisfied the requirements of Section A-2(b) of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. Any amounts not distributed to or for the benefit of the employee, spouse and/or dependents will be forfeited and reallocated among the remaining separate VEBA accounts. (At no time may the VEBA make loans to an employee, his/her spouse, or dependents.)
- f. **Costs.** The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

B. RETIREMENT BENEFITS FOR EMPLOYEES HIRED PRIOR TO APRIL 21, 2004.

- 1. The Board shall continue to maintain a qualified Section 401(a) Annuity Plan ("401(a) Plan") for all certified employees employed by the Board prior to April 21, 2004. The Board will contribute an amount equal to one and one-half percent (1.5%) of such certified employee's Base Salary to this Section 401(a) Plan.
- 2. The parties agree that any increases in contributions made by the Board to the Section 401(a) Plan on behalf of certified employees shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for certified employees.
- 3. The Board shall deposit employer contributions for each employee into the Section 401(a) Plan maintained by the Board. Such deposits will be made on a monthly basis.

4. Any contributions made by the Board to the Section 401(a) Plan on behalf of such certified employees are subject to the following vesting schedule:

Completed Years of Service	Percent
1	20%
2	40%
3	60%
4	80%

For purposes of this section, "completed years of service" refers to and is calculated by the number of regular or temporary teacher's contracts (no more than one contract per school year) executed by the employee. Current employees will receive credit for their completed years of service as of April 21, 2004. A teacher who is not fully vested in this program and who voluntarily resigns shall not retain any prior partial vesting rights if ever rehired by the Board. Any teacher whose contract is terminated during the vesting period by the Board (except due to a reduction-in-force) shall forfeit all rights to all non-vested amounts contributed by the Board on the teacher's behalf to the Section 401(a) Plan.

The School Corporation will not make contributions for teachers on temporary contract, but will consider temporary teacher contracts in determining the extent to which a teacher is vested. Deduct days will not be counted in determining the amount to be contributed for a teacher.

C. **RETIREMENT BENEFITS FOR EMPLOYEES HIRED OR REHIRED AFTER APRIL 21, 2004.**

1. **Retirement Severance**

Employees hired or re-hired after April 21, 2004, will not be eligible to receive severance compensation for accumulated leave days.

2. **Section 401(a) Plan**

- a. The Board shall establish and maintain a qualified Section 401(a) Annuity Plan ("401(a) Plan") for all certified employees hired after April 21, 2004. The Board shall contribute an amount equal to two percent (2%) of such employee's Base Salary into this Section 401(a) account.
- b. The parties agree that any increases in contributions made by the Board to the Section 401(a) Plan on behalf of certified employees newly hired and rehired after April 21, 2004, shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for certified employees.
- c. The Board shall deposit employer contributions for each employee into the Section 401(a) Plan maintained by the Board. Such deposits will be made on a monthly basis.
- d. Any contributions made by the Board to the Section 401(a) Plan on

behalf of certified employees are subject to the following vesting schedule:

Completed Years Of Service	Percent
1	20%
2	40%
3	60%
4	80%
5	100%

For purposes of this section, "completed years of service" refers to and is calculated by the number of regular or temporary teacher's contracts (no more than one contract per school year) executed by the employee. A teacher who is not fully vested in this program and who voluntarily resigns shall not retain any prior partial vesting rights if ever rehired by the Board. Any teacher whose contract is terminated during the vesting period by the Board (except due to a reduction-in-force) shall forfeit all rights to all non-vested amounts contributed by the Board on the teacher's behalf to the Section 401(A) Plan.

The School Corporation will not make contributions for teachers on temporary contract, but will consider temporary teacher contracts in determining the extent to which a teacher is vested. Deduct days will not be counted in determining the amount to be contributed for a teacher.

3. VEBA

- a. For all teachers newly hired or rehired after April 21, 2004, and following the issuance of the SB 199 pension bonds, the Board will contribute an amount equal to one percent (1.0%), of a teacher's Base Salary into an individual VEBA account for the teacher.
- b. The Board shall deposit employer contributions for each employee into the Section 401(a) Plan maintained by the Board. Such deposits will be made on a monthly basis.
- c. To be fully vested in this ongoing contribution, the teacher is subject to the following vesting schedule:

Completed Years Of Service	Percent
1	20%
2	40%
3	60%
4	80%

A teacher who is not fully vested in this program and who voluntarily resigns shall not retain any prior partial vesting rights if ever rehired by the Board. Any teacher whose contract is terminated during the vesting period by the Board (except due to a reduction-in-force) shall forfeit all rights to all non-vested amounts contributed by the Board on the teacher's behalf to the VEBA.

The School Corporation will not make contributions for teachers on temporary contract, but will consider temporary teacher contracts in determining the extent to which a teacher is vested. Deduct days will not be counted in determining the amount to be contributed for a teacher.

- d. The parties agree that any increases in contributions made by the Board to the VEBA account on behalf of certified employees shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for certified employees.

- D. **EARLY RETIREMENT INCENTIVE:** Should the Board decide to offer an early retirement incentive to teachers during the 2021-2022 or the 2022-2023 school years, the Superintendent will notify eligible teachers of the terms of the early retirement incentive no later than January 1 of that respective school year. If an early retirement incentive would be offered by the Board during the school year and an eligible teacher would like to accept the incentive and retire at the end of that school year, such eligible teacher must notify the Superintendent of his/her intention to accept the early retirement incentive no later than April 1, of the school year in which he/she plans to retire.

ARTICLE VIII

Signatures

This contract is made and entered into at Bedford, Indiana, between the North Lawrence Community Schools and the North Lawrence Education Association. All items of this contract except those as otherwise dated, shall become effective July 1, 2021, and remain in effect through June 30, 2023, subject to reopener negotiations during formal bargaining in 2022 to negotiate base salary and health insurance.

The undersigned also attest to the following:

A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana law on September 16, 2021. Electronic participation was not available.

A public meeting in compliance with Indiana law was held on November 8, 2021 to discuss the tentative agreement and electronic participation was not available.

A public meeting in compliance with Indiana law was held by the Board on November 12, 2021 for

ratification of the tentative agreement. Electronic participation was not available.

The parties reopened the contract during formal bargaining in 2022 to negotiate base salary and health insurance. The undersigned also attest to the following with respect to 2022 reopener negotiations:

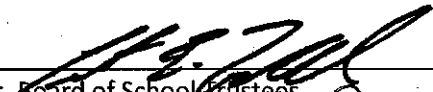
A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana law on September 15, 2022. Electronic participation was not available.

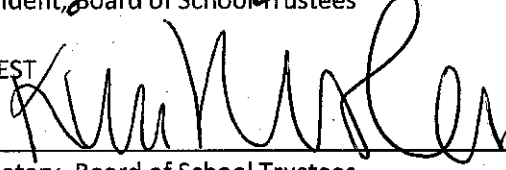
A public meeting in compliance with Indiana law was held on October 20, 2022 to discuss the tentative agreement and electronic participation was not available.

A public meeting in compliance with Indiana law was held by the Board on October 24, 2022 for ratification of the tentative agreement. Electronic participation was not available.

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

THE BOARD OF SCHOOL TRUSTEES OF THE NORTH LAWRENCE COMMUNITY SCHOOLS

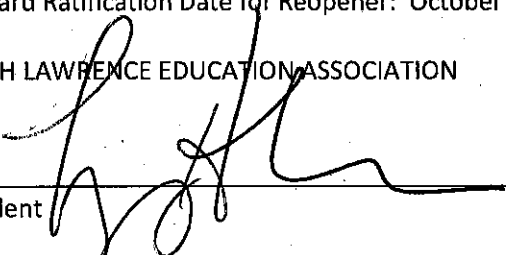
By: 
President, Board of School Trustees

ATTEST
By: 
Secretary, Board of School Trustees

Board Ratification Date: November 12, 2021

Board Ratification Date for Reopener: October 24, 2022

NORTH LAWRENCE EDUCATION ASSOCIATION

By: 
President

Association Ratification Date: 11/3/21

Association Ratification Date for Reopener: 10/____/22

APPENDIX A-1

North Lawrence Community Schools 2021-2022 New Hire Salary Placement Schedule

Step	Level 1	Level 2	Step
A	\$35,750	\$36,900	A
B	\$36,549	\$37,726	B
C	\$37,367	\$38,570	C
D	\$38,203	\$39,435	D
E	\$39,059	\$40,319	E
F	\$39,934	\$41,223	F
G	\$40,830	\$42,148	G
H	\$41,746	\$43,094	H
I	\$42,683	\$44,063	I
J	\$43,642	\$45,053	J
K	\$44,623	\$46,066	K
L	\$45,626	\$47,103	L
M		\$48,163	M
N		\$49,248	N
O		\$50,358	O
P		\$51,493	P
Q		\$52,654	Q
R		\$53,842	R
S		\$55,057	S
T		\$56,301	T
U		\$57,573	U
V		\$58,874	V
W		\$60,205	W
X		\$61,567	X
Y		\$62,460	Y

APPENDIX A-2

North Lawrence Community Schools 2022-2023 New Hire Salary Placement Schedule

Step	Level 1	Level 2	Step
A	\$40,000	\$40,000	A
B	\$40,500	\$41,000	B
C	\$41,000	\$42,000	C
D	\$41,500	\$43,000	D
E	\$42,000	\$44,000	E
F	\$42,500	\$45,000	F
G	\$43,000	\$46,000	G
H	\$43,500	\$47,000	H
I	\$44,000	\$48,000	I
J	\$44,500	\$49,000	J
K	\$45,000	\$50,000	K
L	\$45,500	\$51,000	L
M	\$46,000	\$52,000	M
N	\$46,500	\$53,000	N
O	\$47,000	\$54,000	O
		\$55,000	P
		\$56,000	Q
		\$57,000	R
		\$58,000	S
		\$59,000	T
		\$60,000	U
		\$61,000	V
		\$62,000	W
		\$63,000	X
		\$64,000	Y
		\$65,000	Z
		\$66,000	AA
		\$67,000	BB

APPENDIX A-3

2021-2022 COMPENSATION PLAN

Due to lack of funding, there will be no base salary increases for the 2021-2022 school year. Therefore, no compensation model is set forth in this contract because there is no money to distribute for base salary increases for the 2021-2022 school year.

The parties have agreed to reopen the contract for the 2022-2023 school year with respect to base salary and health insurance. During reopener negotiations in the Fall 2022, the parties will determine whether funding is available to permit base salary increases for the 2022-2023 school year. To the extent funding would be available for base salary increases for the 2022-2023 school year, then the parties will during reopener negotiations in the Fall of 2022 bargain a compliant compensation model in order to distribute any base increases.

The New Hire Salary Placement Schedule in Appendix A-1 will be used solely for the purpose of placing new hires. The negotiated provisions related to the salary placement of new hires in the New Hire Salary Placement Schedule are set forth in Article VI, Paragraph I of this contract.

The parties will determine during reopener negotiations in formal bargaining in the Fall 2022 whether funding will be sufficient to adjust the starting base salary for new hires to the new \$40,000 minimum that becomes effective next school year.

Salary Range: The salary range for the 2021-2022 school year is \$35,750 to \$62,460.

One-Time Stipend for 2021-2022 School Year: All teachers will receive a \$1,000 one-time stipend in the 2021-2022 school year.

2022-2023 COMPENSATION PLAN

Section 1: Base Salary Increases for returning teachers

A. Salary Range

- Salary Range Before Increases, excluding TRF: \$35,750 to \$62,460.
- Salary Range After Increases, excluding TRF: \$40,000 to \$67,000.

B. Eligibility

A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary, except a teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.

Teachers who were not under contract for at least 120 days during the prior school year (or what a year of service equates to according to INPRS) are not eligible for a salary increase.

C. Factors and Definitions:

1. Evaluation: Evaluation is defined as teachers receiving an evaluation of "Highly Effective" or "Effective" for the prior school year.
2. Academic Needs: The need to retain all eligible teachers to provide educational continuity for students.

D. Distribution Plan:

1. Evaluation: \$300.00
2. Academic Needs: \$240.00

The maximum possible negotiated increase an teacher may receive pursuant to this compensation plan for the 2022-2023 school year is \$540.00.¹

E. Redistribution Plan

Any amount that would have been paid to a teacher receiving an Ineffective or Improvement necessary rating shall be distributed equally among all eligible teachers in the form of a stipend.

F. Back pay will be issued to teachers on the third pay in December 2022. Starting in January 2023 through the end of the contract year each teacher's paycheck will be adjusted to the teacher's new base salary.

G. Teachers at the top of the master's salary range will receive a one-time stipend in the amount of \$460.00, which stipend will be paid in December 2022.

Section 2: Salary Placement for New Hires

The New Hire Salary Placement Schedule has been completely modified for the 2022-2023 school year to bring the School Corporation into compliance with the new \$40,000 starting minimum base salary. Appendix A-2 is the New Hire Salary Placement Schedule for new hires for the 2022-2023 school year. Teachers newly hired to the School Corporation will be placed at a salary level in Appendix A-2 that most closely mirrors a current employee with the same degree and same years of experience, not to exceed the current employee's base salary. All news hires employed prior to the ratification of this contract at a starting salary below \$40,000 will have their starting salary adjusted upward to meet the new \$40,000 minimum starting salary.

¹ Returning teachers who were not earning a base salary of at least \$40,000 during the 2021-2022 school year will receive differentiated supplemental payments outside of bargaining in accordance with I.C. 20-28-9-1.5(a) to bring the School Corporation into compliance with the new \$40,000 minimum base salary requirement. This footnote is included for informational purposes only and was not bargained. The parties acknowledge that supplemental payments are subject to discussion only and not bargaining.

APPENDIX B

NORTH LAWRENCE COMMUNITY SCHOOLS Extracurricular Salary Schedule 2021-2022 and 2022-2023 School Years

	Salary & Board Pd: 3% to I.S.T. Retire. Fund	Contract Amount
<u>Schedule I (High School)</u>	\$7,365	\$7,150
<div style="border: 1px solid black; padding: 5px;"> Head Basketball Coach (Boys and Girls) Head Football Coach Athletic Trainer High School Band Director </div>		
<u>Schedule II (High School)</u>	\$5,155	\$5,005
<div style="border: 1px solid black; padding: 5px;"> Varsity Baseball Coach Girls' Head Softball Coach Summer Band Director SAE </div>		
<u>Schedule III (High School)</u>	\$4,419	\$4,290
<div style="border: 1px solid black; padding: 5px;"> Head Track Coach (Boys and Girls) Wrestling Coach Head Swimming Coach (Boys and Girls) Varsity Cheerleader Sponsor Summer Band Director Assistant </div>		
<u>Schedule IV (High School)</u>	\$3,683	\$3,576
<div style="border: 1px solid black; padding: 5px;"> Junior Varsity Cheerleader Sponsor Varsity Basketball Coach Assistant (Boys and Girls) Junior Varsity Basketball (Boys and Girls) Football Coach Assistant High School Band Director Assistant Athletic Director Assistant (.5 time release in addition to the stipend on schedule IV) Volleyball Coach Choral Director BNL Counselor/Schedule Coordinator </div>		

Schedule V (Middle School)**\$2946****\$2860**

Freshman Basketball Coach (Boys and Girls)
Freshman Football Coach
Freshman Cheerleader Sponsor
Varsity Baseball Coach Assistant (Boys)
Softball Coach Assistant (Girls)
Summer Agriculture Experience
Middle School Athletic Director**

****This position will remain at Schedule V unless no ECA planning period is provided.
In the event and ECA planning period is not provided, this position will move back to
Schedule IV.**

Schedule VI (High School)**\$2578****\$2503**

Head Drama Coach
BNL High School Musical Director
Head Cross Country Coach (Boys and Girls)
Head Tennis Coach (Boys and Girls)
Head Golf Coach (Boys and Girls)
Head Soccer Coach (Boys and Girls)
BNL Counselor

Schedule VI (Middle School)**\$2,578****\$2,503**

Head Middle School Football Coach
Head Middle School Basketball Coach (Boys and Girls)
Head Middle School Volleyball Coach
Middle School Cheerleader Sponsor

Schedule VII (High School)**\$2,210****\$2,146**

Wrestling Coach Assistant
Swimming Coach Assistant (Boys and Girls)
Track Coach Assistant (Boys and Girls)
Tennis Coach Assistant (Boys and Girls)
Volleyball Coach Assistant
Freshman Baseball Coach
NLCS Intramurals
High School Academic Team Coach
Station Manager
Vocational Youth Organization

Schedule VII (K-8)**\$2,210****\$2,146**

K-8 Art Coordinator
K-8 Music Coordinator

Schedule VIII (High School)**\$1,841****\$1,787**

Summer Baseball Coach
Soccer Coach Assistant (Boys and Girls)
Swimming Coach 2nd Assistant (Boys and Girls)
Freshman Volleyball Coach

Schedule VIII (Middle School)**\$1,841****\$1,787**

Middle School Track Coach (Boys and Girls)
Middle School Basketball Coach Assistant (Boys and Girls)
Middle School Football Coach Assistant
Middle School Band Director

Schedule IX (High School)**\$1,473****\$1,430**

Head Unified Football Coach
Head Unified Track and Field Coach
Winter Percussion
Color Guard
Pom Squad Sponsor
Star System Sponsor
High School Yearbook Sponsor

Schedule IX (Middle School)**\$1,473****\$1,430**

Middle School Swim Coach (Boys and Girls)
Middle School Tennis Coach (Boys and Girls)
Middle School Golf Coach (Boys and Girls)
Middle School Wrestling Coach
Middle School Cross Country Coach (Boys and Girls)
Middle School Counselor
Middle School Librarian

Schedule X (High School)**\$1,104****\$1,072**

Weight Lifting Coach
High School Concessions
Beta Club Sponsor
Key Club
Pep Club Sponsor
Chess Club Sponsor
I-CARE Sponsor
KIDS First Sponsor
Student Council Sponsor Assistant
Academic Team Coach Assistant (2)
Orchestra

Schedule X (Elementary)**\$1,104****\$1,072**

Sixth grade Basketball Coach (Boys and Girls) .5 of Schedule X
Elementary Basketball Coach (Boys and Girls) .5 of Schedule X

Schedule XI (High School)**\$736****\$715**

Unified Football Assistant Coach
Unified Track and Field Assistant Coach
National Honor Society Sponsor
Letterman's Club Sponsor
Art Club Sponsor
FHA Club Sponsor
Math Club Sponsor
High School STEAM Sponsor
Impact Club
S.A.D.D. Sponsor
Science Club Sponsor
Scarlet and Purple Club Sponsor
French Club Sponsor
German Club Sponsor
Latin Club Sponsor
Spanish Club Sponsor
History Club Sponsor
Fellowship of Christian Athletic Club Sponsor
Beta Club Assistant Sponsor
Prom Coordinator (3)
NL Career Center Yearbook Sponsor

Schedule XI (Middle School)**\$736****\$715**

Middle School Dance Team Sponsor
Middle School Yearbook Sponsor
Middle School Newspaper Sponsor
Middle School Color Guard
Middle School Renaissance
Middle School STEAM Sponsor
Middle School Student Council Sponsor
Middle School Beta Club Sponsor
Middle School Drama Club Sponsor
Middle School Academic Coach

Schedule XI (Elementary)**\$736****\$715**

Elementary Cheerleader Sponsor/6th grade
Elementary STEAM Sponsor
Elementary Yearbook Sponsor
Elementary Academic Coach
Elementary ECA
6th Grade Key Club

Additional ECA Positions

Instructional Coach A	\$500	\$485.44
Instructional Coach B	\$1,000	\$971.87
Instructional Coach C	\$1,500	\$1,456.31
Instructional Coach D	\$2,000	\$1,922.75
Instructional Coach E	\$2,500	\$2,427.18

* Teachers holding these positions will remain grandfathered at the rates received during the 2012-2013 contract year. Once a new teacher is hired for any of these positions, the stipend listed here will take effect. If the teacher currently holding the position is making less than the stipend identified on the ECA schedule, the teacher will receive the higher stipend.

Teachers holding the following positions will remain grandfathered at the rates received during the 2012-2013 contract. Once a new teacher is hired to fill any of these positions, that teacher will be paid his/her daily rate for extended contract days and these positions will be removed from the ECA Schedule:

- NLCC Machine Trades
- NLCC Auto Mechanics
- NLCC Electronics
- NLCC Health Occupations
- NLCC Consumer Science
- NLCC Welding
- NLCC Drafting
- NLCC Graphic Arts
- NLCC Auto Body

Positions on the above schedule will be filled according to need.

New positions may be added and placed on the schedule above. The compensation for such positions will be subject to negotiations the following year.

APPENDIX C

COVID Leave Bank

A. **Creation of COVID Leave Bank.** In the 2021-2022 school year, the School Corporation will create a COVID leave day bank that may be used for the reasons stated herein if a teacher has exhausted all of their available paid leave time off and they meet one of the eligibility reasons set forth below.

B. **Eligibility Reasons to Apply for Leave Through the COVID Leave Bank.** The following are the reasons in which a teacher may apply to use days from the COVID Leave Bank:

- (1) The teacher is mandated by the School Corporation into quarantine because of COVID;
or
- (2) The teacher is ill with COVID.

Before COVID bank days may be approved, the teacher must provide medical certification establishing that one of the eligibility reasons exist to grant the days.

C. **Funding the COVID Leave Bank.**

(1) **2021-2022 School Year:** The COVID leave bank will be funded in the first year of the contract (2021-2022) by the School Corporation putting 200 days into the bank. If the days are completely depleted in the 2021-2022 school year, then there will be no more COVID bank days available for the remainder of the 2021-2022 school year. If there are unused COVID days remaining in the COVID bank at the end of the first contract year, then they will roll over to the second year of the contract (2022-2023).

(2) **2022-2023 School Year:** To the extent there are COVID bank days rolled over for the 2022-2023 school year, then the bank will continue to be available. Any unused days in the COVID bank on June 30, 2023 will revert back to the School Corporation and the COVID bank will be dissolved.

D. The maximum number of days any individual teacher may receive from the COVID bank is 10 days.

E. All contract language related to the COVID leave bank will be editorially deleted on June 20, 2023.