

CONTRACTUAL AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES

OF THE

NORTH LAWRENCE COMMUNITY SCHOOLS

AND

NORTH LAWRENCE EDUCATION ASSOCIATION

BEDFORD, INDIANA

2017 -2019

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, as defined in IC 20-29, in the North Lawrence Community Schools except for Superintendent of Schools, Central Office Certificated 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:

Status as a professional or established teacher; Accumulation of successive years of service;

- (5) Service performed under a teacher's contract pursuant to I.C. 20- 28-6-8; or
- (6) 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, made 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 filed 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, as 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 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.

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 in a seven (7) year period. The leave may not be used to take employment with a public or private school or school system.

- b. Upon a teacher's return to work, the school corporation shall assign the teacher to the same position held by such teacher when the leave commenced or, if that position no longer exists, to a substantially similar position.
- 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.

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 selection, 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 schedule 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 Medical Insurance Committee shall be comprised of ten (10) members: five (5) appointed by the NLCS; five (5) appointed by the NLEA. Members are appointed to the Insurance Committee on an annual basis (July through June). All voting members of the Insurance Committee must be enrolled in the NLCS medical insurance. An exception can involve one appointment by the NLCS which may include one member of the NLCS Board of Trustees. Only the NLCS Board of Trustees has the authority to enter into contracts for medical insurance for employees of the NLCS. Final teacher benefits and the amounts paid by the NLCS toward teacher premiums will be determined through discussions and collective bargaining processes after receiving the Insurance Committee's recommendations.

B. Medical Fringe Benefits.

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

Plan Type	Current Board Contribution	Board Contribution Effective 1-1-18
Employee Only	\$303 per month	\$345.00 per month
Employee and Spouse	\$757.50 per month	\$802.00 per month
Employee and Children	\$757.50 per month	\$728.00 per month
Family	\$757.50 per month	\$902.00 per month

2018-2019 Insurance Premium Holiday: The Board will provide a “premium holiday” that will be applied to all participating bargaining unit members’ medical insurance plan. The “premium holiday” is a one-time payment made by the corporation that is intended to offset the increase in medical care costs for 2019. The “premium holiday” is scheduled for the first payroll distribution on March 1, 2019.

Fringe eligible employees that are husband and wife 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 husband and wife 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 husband and wife 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 carriers.

Fringe eligible employees that are husband and wife 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:

<u>Single Dental Plan</u>	<u>Family Dental Plan</u>
\$11.00	\$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:

<u>Policy Amount</u>
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. New hires will be placed on the Compensation Model at a level commensurate with the teacher's experience and education. 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 experience and education on the Salary Schedule. Any other variation in the placement of a new hire must be mutually agreed to 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.

Teachers shall be paid in twenty-six (26) bi-weekly installments. However, an adjustment may be made if required, due to the calendar. Permanent certified personnel employed after August 31, 2015, 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.

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 at the conclusion of the first

semester; or

2. April 1st, if the teacher wishes to retire at the conclusion of the school year.

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 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.

- b. **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.
4. A 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. **Costs.** 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 vestingschedule:

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%
5	100%

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 2018-2019 school year, the Superintendent will notify eligible teachers of the terms of the early retirement incentive no later than January 1, 2019. If an early retirement incentive would be offered by the Board during the 2018-2019 school year and an eligible teacher would like to accept the incentive, such eligible teacher must notify the Superintendent of his/her intention to accept the early retirement incentive no later than April 1, 2019.*

ARTICLE VIII

Signatures

This contract is made and entered into at Bedford, Indiana, on this 16th day of November, 2017 between the North Lawrence Community Schools and the North Lawrence Education Association. The parties agree to reopen negotiations for the 2018-2019 school year (July 1, 2018-June 30, 2019) for salary and benefits. All items of this contract except those as otherwise dated, shall become effective July 1, 2017, and remain in effect through June 30, 2019.

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

By _____
Secretary

**NORTH LAWRENCE EDUCATION
ASSOCIATION**

By _____

President

By _____
Secretary

**North Lawrence Community Schools
2017-2018 and 2018-2019 Compensation Schedule**

Step	Level 1	Step Diff.	Level 2	Step Diff.	Step
A	\$34,750		\$35,900		A
B	\$35,549	1.023	\$36,726	1.023	B
C	\$36,367	1.023	\$37,570	1.023	C
D	\$37,203	1.023	\$38,435	1.023	D
E	\$38,059	1.023	\$39,319	1.023	E
F	\$38,934	1.023	\$40,223	1.023	F
G	\$39,830	1.023	\$41,148	1.023	G
H	\$40,746	1.023	\$42,094	1.023	H
I	\$41,683	1.023	\$43,063	1.023	I
J	\$42,642	1.023	\$44,053	1.023	J
K	\$43,623	1.023	\$45,066	1.023	K
L	\$44,626	1.023	\$46,103	1.023	L
M			\$47,163	1.023	M
N			\$48,248	1.023	N
O			\$49,358	1.023	O
P			\$50,493	1.023	P
Q			\$51,654	1.023	Q
R			\$52,842	1.023	R
S			\$54,057	1.023	S
T			\$55,301	1.023	T
U			\$56,573	1.023	U
V			\$57,874	1.023	V
W			\$59,205	1.023	W
X			\$60,567	1.023	X
Y			\$61,960	1.023	Y

a. **Salary Schedule**

~~Eligible teachers employed by North Lawrence Community Schools for the 2017-2018 school year will be moved from their 2016-2017 salaries to the 2017-2018 salary mutually agreed upon by the parties that is not less than their 2016-2017 salary on the salary schedule above.~~

b. **General Eligibility**

1. To be eligible to be placed on the 2017-2018 salary grid, a teacher must have received an evaluation rating of Highly Effective or Effective on his/her 2016-2017 school year evaluation.

2. To be eligible to receive a base salary increase for the 2018-2019 school year, the teacher must receive an evaluation rating of Effective or Highly Effective on his/her 2017-2018 school year evaluation.
3. To be eligible to receive a base salary increase, a teacher must meet the eligibility requirements for the factors in Section C below.
4. Except as provided in Indiana Code 20-28-9-1.5(d), 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 his/her prior school year salary.

c. **Factors and Definitions**

2017-2018 Factors

1. **Evaluation rating** – The teacher received a Highly Effective or Effective evaluation for the prior year, except as provided in Indiana Code 20-28-9-1.5(d). Teachers who receive an evaluation rating of Ineffective or Improvement Necessary on their 2016-2017 evaluation will not be eligible for a base salary increase for the 2017-2018 school year and shall remain at their 2016-2017 base salary. Teachers who receive an evaluation rating of Ineffective or Improvement Necessary on their 2017-2018 school year evaluation will not be eligible for a base salary increase for the 2018-2019 school year and shall remain at their 2017-2018 base salary.
2. **Education** – The teacher attains a Master’s Degree in a content area as defined by the Indiana Department of Education.
3. **Instructional Leadership**- To be eligible to advance a row in Level I or Level II, or to move from Level I to Level II, a teacher must complete at least two (2) leadership activities during the previous academic year. The leadership activity must be pre-approved and verified upon completion each year by the building administrator. The teacher must maintain a record of the leadership activities, and at the time of the teacher’s evaluation conference, the teacher must provide the building administrator with the documentation to support the completion of the leadership activity.

A teacher may satisfy the leadership requirements by completing any two of the following services. Both leadership activities can come from the same service area.

Written verification: The building administrator must provide written verification to the Superintendent that the certified employees assigned to his/her building have satisfied the requirement for the instructional leadership activities. The verification will be submitted to the

Superintendent by the end of the current school year.

Leadership Activities:

1. Voluntary tutoring with a minimum of fifteen (15) hours and approved by the building administrator.
2. Voluntary supervision and/or active participation in multiple school-sponsored activities with a minimum of fifteen (15) hours and approved by the building administrator.
3. Voluntary sponsoring a school-sponsored extra-curricular activity.
4. Voluntarily serving on a building level committee such as school improvement team, textbook adoption, curriculum development, etc. as approved by the building administrator.
5. Voluntarily serving on any building level committee as approved by the building administrator.
6. Voluntarily serving on a corporation level committee as approved by the Superintendent.
7. Teaching one dual credit course.
8. Teaching one AP course.
9. Acquiring or maintaining National Board Certification.
10. Serving as a teacher-mentor with pre-approval from the building administrator.
11. Serving as a supervising teacher for a student teacher with pre-approval from the building administrator.
12. Participating in at least eight (8) hours of unpaid professional development.
13. Teacher maintains a minimum of 98% attendance during the 182-day contract. This requirement excludes the following:
 - a. Medical leave
 - b. Bereavement leave
 - c. Professional leave
 - d. Military leave
 - e. Jury duty

2018-2019 Factors

1. **Evaluation rating** – *The teacher received a Highly Effective or Effective evaluation for the prior school year, except as provided in Indiana Code 20-28-9-1.5(d). Teachers who receive an evaluation rating of Ineffective or Improvement Necessary on their 2017-2018 school year evaluation will not be eligible for a base salary increase*

for the 2018-2019 school year and shall remain at their 2017-2018 base salary.

2. **Experience** – A teacher must have worked one hundred twenty (120) days, as defined by the Indiana Public Retirement System, during the prior school year and continue to be employed by the Board during the current school year on the date the current school year collective bargaining agreement is ratified by the Board.
3. **Academic Need** – For the 2018-2019 school year, to address the academic needs of retaining and rewarding experienced teachers, and providing equitable salary increases to all teachers, the Board will add \$500 to the base salary of each teacher who has not reached Step X on the salary grid and meets the evaluation and experience factors established on page 36, Section c. Teachers at Step X on the salary grid who meet the evaluation and experience compensation factors established above will advance one step to Step Y on the salary grid.

d. **Weights to be Assigned to Factors**

2017-2018 school year

1. Evaluation Rating – 1.5%
2. Education – 1.0%
3. Instructional Leadership - .8%

Total Possible Salary Increase	3.3%
Percent Attributable to Education	1.0%

Education as % of Total Increase $1.0\% / 3.3\% = 30\%$

2018-2019 school year

Evaluation	\$0
Experience	\$0
Academic Need	\$500 for all teachers who are not currently at Step X on the Compensation Schedule. Teachers at Step X on the Compensation Schedule will advance one row to Step Y on the salary grid.

e. **Requirements for Movement on Salary Schedule for 2017-2018**

1. **Teacher in Bachelor's Column** –A teacher in the Bachelor's column who satisfies the evaluation rating factor and the Instructional Leadership but does not possess a content area Master's Degree as defined in C above will advance one row in the Bachelor's column.

2. Teacher in Master's Column - A teacher in the Master's column who satisfies the evaluation rating factor and the Instructional Leadership factor will advance a row in the Master's Degree column.
3. Movement from Bachelor's Column to Master's Column –A teacher in the Bachelor's column satisfies the evaluation rating factor and the Instructional Leadership factor and who attains a content area Master's Degree as defined in Section C (2) above and provides a transcript reflecting the content area Master's Degree by August 1 will move in the same row from the Bachelor's Column to the Master's column.

f. **Stipend**

For the 2018-2019 school year, each teacher who is not currently at Step X on the salary grid will receive a one-time stipend of \$300. Teachers currently at Step X on the salary grid will not receive the one-time stipend of \$300. The Board will pay the applicable FICA and teacher retirement contributions for these stipends so that each eligible bargaining unit member will receive a net one-time stipend of \$300.00.

g. **Disqualification**

A teacher who receives an evaluation rating of Ineffective or Improvement Necessary on his/her North Lawrence prior school year ~~evaluation rubric 2016-2017 teacher~~ performance evaluation will not be eligible to receive any increase in base compensation for the current school year and will continue to receive the salary s/he received for the prior school year, except those teachers eligible per Indiana Code 20-28-9-1.5(d).

h. **Redistribution**

Any amounts allocated for base salary increases for teachers who receive evaluation ratings of Ineffective or Improvement Necessary on their annual North Lawrence evaluation rubric teacher performance evaluation for the prior school year will be reallocated and redistributed equally as stipends among the salaries of teachers who received an evaluation rating of Effective or Highly Effective on their annual North Lawrence teacher performance evaluation for the prior school year.

i. **Time of Payment**

- ~~1. For the 2016-2017 school year, the~~ The Board will pay the base salary increases and redistribution stipends described herein not later than 60 days after all State data that is part of the North Lawrence evaluation rubric is received from the State of Indiana and evaluations for the preceding school year have been completed. Base salary increases will be applied retroactively to

~~the start of the school year.~~

2. *Any retroactive pay generated by the 2018-2019 base salary increase will be paid to bargaining unit members in a separate check no later than January 30, 2019.*

j. **Salary Range**

The salary range for 2017-2018 is \$34,750 to \$61,960. The salary range for 2018-2019 is \$35,250 to \$61,960. ~~which reflects the base salaries prior to any base salary increase for 2017-2018 and~~ These amounts exclude INPRS contributions.

k. **Lack of Funding**

If sufficient funding is not available in any future year to fund complete movement on the salary schedule of all teachers who would otherwise meet the requirements to move on the schedule, then the parties will negotiate an alternative compensation arrangement that is compliant with Indiana law and comports with the funding available (if any) at that time. ~~The parties agree to reopen negotiations for the 2018-2019 school year (July 1, 2018-June 30, 2019) for salary and benefits.~~ The salary range for 2018-2019 is ***\$35,250 to \$61,960.***

NORTH LAWRENCE COMMUNITY SCHOOLS

Extracurricular Salary Schedule 2017-2018 and 2018-2019 School Years

	Salary & Board Pd. 3% to I.S.T. Retire. Fund	Contract Amount
<u>Schedule I</u>	\$7,365	\$7,150
Boys' Head Basketball Coach Head Football Coach Athletic Trainer Girls' Head Basketball Coach High School Band Director		
<u>Schedule II</u>	\$5,155	\$5,005
Varsity Baseball Coach Girls' Head Softball Coach Summer Band Director SAE		
<u>Schedule III</u>	\$4,419	\$4,290
Boys' Head Track Girls' Head Track Head Wrestling Coach Boys' Head Swimming Coach Girls' Head Swimming Coach Varsity Cheerleader Sponsor Summer Assistant Band Director		
<u>Schedule IV</u>	\$3,683	\$3,576
Jr. Varsity Cheerleader Sponsor Boys' Varsity Assistant Basketball Coach Varsity Assistant Football Coach High School Band Director Asst. Athletic Director (This position is .5 time release in addition to the stipend on Schedule IV.) Jr. Varsity Boys' Basketball Girls' Volleyball Coach Girls' Jr. Varsity Basketball Coach		

	Salary & Board Pd. 3% to I.S.T. Retire. Fund	Contract Amount
<u>Schedule IV (Cont.)</u>		
Choral Director	\$3,683	\$3,576
BNL Counselor/Schedule Coordinator		

<u>Schedule V</u>	\$2,946	\$2,860
Boys' Freshman Basketball Coach		
Freshman Football Coach		
Assistant High School Band Director		
Freshman Cheerleader Sponsor		
Middle School Athletic Director**		

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

Varsity Assistant Baseball Coach
 Girls' Freshman Basketball Coach
 Girls' Assistant Softball
 Summer Agriculture

<u>Schedule VI</u>	\$2,578	\$2,503
Head Middle School Football Coach		
Boys' Head Middle School Basketball Coach		
Head Drama Coach		
BNL H.S. Musical Director		
Head Cross Country Coach		
Girls' Head Middle School Volleyball Coach		
Girls' Head Middle School Basketball Coach		
Middle School Cheerleader Sponsor		
Boys' Head Tennis Coach		
Girls' Head Tennis Coach		
Boys' Head Golf Coach		
Girls' Head Golf Coach		
Boys' Head Soccer Coach		
Girls' Head Soccer Coach		
BNL Counselor		

	Salary & Board Pd. 3% to I.S.T. Retire. Fund	Contract Amount
<u>Schedule VII</u>	\$2,210	\$2,146
Assistant Wrestling Coach		
Boys' Assistant Swimming Coach		
Girls' Assistant Swimming Coach		
Boys' Assistant Track Coach		
Boys' Assistant Tennis Coach		
Girls' Assistant Track Coach		
Girls' Assistant Tennis Coach		
N.L.C.S. Intramurals		
Academic Team Coach		
Station Manager		
K-8 Art Coordinator		
K-8 Music Coordinator		
Vocational Youth Organizations		
Varsity Assistant Volleyball Coach		
Freshman Baseball Coach		
<u>Schedule VIII</u>	\$1,841	\$1,787
Boys' Head Middle School Track Coach		
Boys' Assistant Middle School Basketball Coach		
Assistant Middle School Football Coach		
Summer Baseball Coach		
High School Yearbook Sponsor		
Middle School Band Director		
2 nd Boys' Assistant Swimming Coach		
Assistant Soccer Coach		
Girls' Head Middle School Track Coach		
Girls' Asst. Middle School Basketball Coach (7 th Grade)		
Freshman Volleyball Coach		
<u>Schedule IX</u>	\$1,473	\$1,430
Student Council Sponsor		
Middle School Wrestling Coach		
Star System Sponsor		
Pom Squad Sponsor		
Newspaper Sponsor		
Head Middle School Cross Country Coach		
Color Guard Sponsor		
Middle School Golf Coach		

	Salary & Board Pd. 3% to I.S.T. Retire. Fund	Contract Amount
<u>Schedule IX (Cont.)</u>	\$1,473	\$1,430
Middle School Swim Coach		
Middle School Tennis Coach		
Middle School Counselor		
Middle School Librarian		
Unified Track and Field Head Coach		

	Salary & Board Pd. 3% to I.S.T. Retire. Fund	Contract Amount
<u>Schedule X</u>	\$1,104	\$1,072
Chess Club Sponsor		
Elementary Boys' Basketball (.5 of Schedule X)		
Elementary Girls' Basketball (.5 of Schedule X)		
Pep Club Sponsor		
Weight Lifting Coach		
Beta Club Sponsor		
High School Concessions		
Assistant Student Council Sponsor		
Assistant Academic Team Coach (2)		
Orchestra		
6 th Grade Boys' Basketball Coach (.5 of Schedule X)		
6 th Grade Girls' Basketball Coach (.5 of Schedule X)		
I-CARE Sponsor		
KIDS First Sponsor		

<u>Schedule XI</u>	\$736	\$715
Middle School Dance Team Sponsor		
Middle School Yearbook Sponsor		
Middle School Color Guard		
Middle School Renaissance		
Middle School STEAM Sponsor		
Letterman's Club Sponsor		
Art Club Sponsor		
FHA Club Sponsor		
Math Club Sponsor		
National Honor Society Sponsor		
High School STEAM Sponsor		
Impact Club		
S.A.D.D. Sponsor		
Scarlet & Purple Sponsor		
Science Club Sponsor		
French Club Sponsor		
German Club Sponsor		
Latin Club Sponsor		
Spanish Club Sponsor		
History Club		

Salary & Board Pd. 3% to I.S.T. Retire. Fund	Contract Amount
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Schedule XI (Cont.)

\$736

\$715

Middle School Newspaper Sponsor
 Middle School Student Council Sponsor
 Middle School Beta Club Sponsor
 Assistant Beta Club Sponsor
 Middle School Drama Club Sponsor
 Elementary Cheerleader Sponsor
 Elementary STEAM Sponsor
 Elementary Yearbook Sponsor
 NL Career Center Yearbook Sponsor
 Fellowship of Christian Athletic Club Sponsor
 Elementary ECA
 Prom Coordinator (3)
 Middle School Academic Coach
 Elementary Academic Coach
 6th Grade Cheerleader Sponsor
 6th Grade ECA
 Key Club
 Unified Track and Field Assistant Coach

Additional ECA Positions

Instructional Coach A	\$500
Instructional Coach B	\$1,000
Instructional Coach C	\$1,500
Instructional Coach D	\$2,000
Instructional Coach E	\$2,500

* 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, additional stipends will no longer be paid and the position 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. Those positions will be subject to negotiations the following year.