

2015-2016
MASTER CONTRACT
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ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative of all teachers in the Corporation.
- B. Definitions:
 - 1. The term "teacher" when used in this Contract shall refer to all full-time and part-time classroom teachers, department heads, coordinators, librarians, counselors, deans and At-Risk personnel only; and excluding all non-certificated employees, supervisory personnel, and confidential employees, as may be defined or construed by Indiana Code 20-29. Compensation and eligible benefits for part-time teachers shall be pro-rated.
 - 2. The terms "Board" and "Association" shall include authorized officers, representatives, and agents.
 - 3. The term "Corporation," when used in this Contract, shall be the Logansport Community School Corporation of the County of Cass, of the State of Indiana.

ARTICLE II
FAIR PRACTICE

- A. The agreement in this Contract shall supersede all rules, regulations, or practices of the Board which are contrary to, or inconsistent with, the terms recorded herein.
- B. If any provisions of this Contract, or any application of this Contract to any teacher or group of teachers, is held to be contrary to law, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The parties mutually agree that the terms and conditions set forth in this Contract represent the full and complete understanding and commitment between the parties of this Contract. Any alterations, changes, or amendments to this Contract may be made only through the mutual consent of the parties and such change or modification from the express language of this Contract shall not be binding upon either party unless it is in writing and signed by each of the parties to this Contract.
- D. Release Time for the Association President:

The Board shall release the Association President or designee twenty (20) days per school year. The release time shall be taken in one-half (1/2) day increments. Such release time shall be taken at the Association President's discretion, provided that the Superintendent's Office is notified two (2) days in advance, except in case of emergency, to conduct Association business. The Association shall pay the cost of the substitute teacher who replaces the Association President or designee when he/she is on released time.
- E. Bargaining unit members who are assigned to the Logansport Area Joint Special Services are to operate under all the provisions of this agreement. Exceptions to any and all provisions of this agreement must be mutually agreed upon between the Association and the Board. All exceptions must be in writing and renewed on an annual basis.

ARTICLE III

COMPENSATION AND EXPENSES

- A. The Compensation Model in the Master Contract shall include the Board's contribution of the three percent to the Indiana State Teacher Retirement Fund. Individual teacher contracts shall be based on a salary schedule that does not include the contribution to the retirement fund. Subsequent salary schedules will be based upon a school calendar year.
 - B. The Association recognizes that any increased costs for group insurance benefits shall be considered a part of any salary fringe benefit packages negotiated in the future and the Association shall explain to its members that in such future negotiated packages that a part of the increase was in the increased cost to the Board of maintaining the Board's insurance contribution.
 - C. Teachers shall report any change in degree and/or certification to the Superintendent by June 15th of each year.
 - D. A teacher of the Corporation who has earned three (3) or more semester hours of approved credit between September 1 and August 31, and is employed by the Corporation, will be paid on claim the sum of Thirty-Five Dollars (\$35.00) per semester hour of completed approved course work during the first seven years of employment on the Bachelor's or Master's Degree Salary Schedule. All work must be pre-approved by the Superintendent of Schools (prior to the beginning of the work). Grade reports for all completed and approved work must be on file in the Superintendent's Office before a claim may be paid.
 - E. A general education teacher of a self-contained elementary class consisting of more than one grade will be paid the sum of Five Hundred Dollars (\$500.00) in addition to their basic contract. A general education teacher in middle or high school who is teaching more than one course in a given class period will be paid the sum of \$125.00/year (\$62.50/semester) in addition to their basic contract.
 - F. Teachers shall receive their salary payments as follows:
 - 1. Teachers shall be paid on a twenty-six (26) pay schedule.
 - 2. Teachers may receive the balance of the payments by June 30, provided the individual requests such payment in writing by March 15 of the school year, unless mechanical or other difficulties with data processing equipment would delay the processing of the payroll.
 - G. Extra-curricular pay for those extra-curricular positions that qualify appear on the schedule in Appendix "C." If a new program is started, range factors for that program are negotiable.
 - H. Teachers will be asked to volunteer for athletic related extra-curricular work assignments. If an event is canceled, the teacher will be notified by the administrator in charge of the event. Failure to notify the teacher of the cancellation prior to working at the event will entitle the teacher to half of the compensation for the event. Teachers will be compensated for their services as follows:
 - a. Elementary School: \$10.00 per session
(approximately 1 1/2 hours)
 - b. Middle School: \$20.00 per session
(approximately 3 hours)
- The funds to pay the supervisor shall be paid from Athletic Funds.
- I. A teacher providing homebound instruction requiring instruction by a certificated teacher shall be issued a supplemental service contract. The teacher will be paid his or her hourly or per diem rate depending upon the duties performed by the teacher.

ARTICLE IV

LEAVES

- A. Each teacher shall be entitled to be absent from school without loss of compensation on account of illness or quarantine for a total of ten (10) days during the first year of employment. The Board shall grant each teacher nine (9) personal illness days after the first year of employment. If in any year a teacher shall be absent for illness or quarantine less than the allotted days, the remaining days shall be accumulated to a maximum total of one hundred eighty (180) days in the school year during the term of the contract. Additional days may be granted at the discretion of the Board, or as required by law. The Board may request verification of a teacher's illness. Instructional personnel shall notify their school principal when it is necessary for them to be absent from school and the expected time of their return. The Board will require verification of a teacher's absence or illness prior to and immediately following a school calendar vacation.
- B. All teacher employees in the summer school program shall be granted one (1) day of accumulated sick leave per school year. Unused days will be applied toward the 180 day maximum.
- C. Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.
- D. A teacher must work at least one hundred twenty (120) days during a school year to qualify for one year of credit in the Indiana Teachers' Retirement Fund and to qualify for advancement of one year on the salary schedule.
- E. Annual and accumulated leave days may be used either for personal illness or emergencies as defined below:
 - 1. Personal illness of the teacher.
 - 2. Serious illness in the immediate family: "Immediate Family" shall mean teacher's spouse, children, siblings, parents, parents-in-law, son- or daughter-in-law, grandparents, grandchildren, stepparents, stepparents-in-law, stepchildren, or any member of the family unit living in the teacher's household.
 - 3. Sick Leave Bank:

PURPOSE:

The purpose of the sick leave bank is to relieve its members from undue financial burdens due to absence from work on a long-term basis due to personal illness, injury, or incapacitation sufficiently severe that it would make their presence in school inadvisable. The extended sick leave policy is not designed to give unlimited sick leave to all teachers. Its primary purpose is to give a teacher substantial income protection in the event of a medical catastrophe. It is also designed to provide a maximum benefit to teachers who have utilized the regular sick leave days and personal days in a professional manner.

ADMINISTRATION:

The Sick Leave Bank shall be administered by a Committee of nine (9) members. Two members of the Committee shall be members of the Logansport Community School Corporation administration. Seven (7), one (1) per building, members of the Committee shall be appointed by the LEA/Building Representation.

- a. Three (3) of the building level Committee members shall serve one (1) year, the initial year, of the Sick Leave Bank. Four (4) members shall serve for a period of two (2) years. Thereafter all terms of service will be two (2) years. Length of service for the members of the administration shall be determined by the Logansport Community School Corporation administration.
- b. Vacancies on the Committee shall be filled before the next meeting.
- c. The entire membership of the Committee shall select one of their members to act as chairperson for the duration of the year.
- d. The Committee shall meet during the school year as needed. Special meetings may be called by the chairperson at the request of the Committee members.
- e. In each case, a minimum of six (6) favorable votes by the Sick Leave Bank Committee is required to grant the use of days from the Sick Leave Bank.
- f. The Committee shall prepare an annual report in conjunction with the Corporation Treasurer of days contributed by each teacher, days used, and days accumulated in the Sick Leave Bank, and distribute this report to the Superintendent, President of the LEA and the Sick Leave Bank Committee.
- g. Requests for use of the Sick Leave Bank shall be made in writing to the Committee, not to exceed 45 days. Once 45 days is exhausted individuals need to reapply in writing to the Committee. The total number of sick leave bank days granted to a teacher shall not exceed ninety (90) days. Special circumstances will be considered by the committee on a case by case basis.
- h. Requests to donate days shall be made on the official forms provided by the Committee.
- i. The decision of the Sick Leave Bank Committee shall be final and may not be grieved.

CRITERIA FOR USE OF THE BANK:

The Committee shall use only the following criteria for granting use of the Sick Leave Bank.

- a. The applicant must be employed by LCSC and a current participant in the Sick Leave Bank.
- b. All except three (3) sick leave and personal leave days previously accumulated by the individual must be exhausted before submitting an application to the Sick Leave Bank Committee. All sick leave and personal leave days previously accumulated by the individual must be exhausted before using Sick Leave Bank days.
- c. The applicant shall submit a certified review of his/her medical history and prognosis for returning to work by the appointed or attending physician.
- d. Illness cannot be previously (pre-existing) prior to joining the sick bank.
- e. Illness must be of a serious nature; seriousness will be determined by the Committee with the recommendation of the appointed or attending physician.

ELIGIBILITY FOR USE OF THE BANK:

- a. Any LCSC teacher or administrator who has contributed days is eligible to participate in the Sick Leave Bank.
- b. An eligible teacher, or if necessary and on their behalf, a member of said teacher's immediate family, or said teacher's authorized designee if said teacher has no immediate family, shall make written application to the Committee for leave under this provision. Said application shall be accompanied by a physician's certificate stating the nature, possible length of absence, and

- prognosis of the teacher's condition.
- c. Upon return to work, the teacher shall repay the Sick Leave Bank for days owed (number of days borrowed minus number of days contributed) at the rate of three (3) days per year. If a teacher/administrator leaves employment of LCSC, any accumulated leave will go to repay any outstanding balance owed to the Sick Leave Bank. If the member has no sick day balance, the debt shall be waived.

COMPOSITION OF THE SICK LEAVE BANK:

- a. The maximum number of days that may be accumulated in the Sick Leave Bank will be two hundred seventy (270) days.
- b. The annual enrollment period for accepting voluntary membership in the Sick Leave Bank shall be the first thirty (30) days of the school year.
- c. A participant employed by LCSC after the annual enrollment period has passed shall have ten (10) days from the date of employment in which to enroll in the Sick Leave Bank.
- d. The Sick Leave Bank was initially formed through voluntary participation and by voluntary donations, with written authorization of two (2) full days by participating members. After the first year of membership in the Sick Leave Bank, a teacher need only contribute one (1) personal illness day (if contributions are required) to remain a participating member in the Bank. If a teacher desires to return to the status of a participating member after withdrawing from membership in the Sick Leave Bank, that teacher shall contribute two (2) days in the first year after returning to membership.
- e. Sick leave days donated to the Bank by a teacher are considered a permanent contribution to the Bank and may not be withdrawn or transferred to another school corporation.
- f. If, at the start of the school year, there are approximately two hundred (200) days in the Sick Leave Bank, there shall be no contribution except for the repayment of days, contributions by teachers returning to membership, and contributions by new members.
- g. If, at any time, a member of the Sick Leave Bank desires to withdraw from the Bank, he/she shall write a letter to the President of the LEA requesting such withdrawal. Upon receipt of the letter, the President shall immediately notify the Superintendent's office of the withdrawal, which will then become effective immediately. The enrollment period at the beginning of the next school year would be the next opportunity for this teacher to rejoin the Bank.
- h. In the event that the total number of days in the Sick Leave Bank should drop below thirty (30) days, each member of the Bank shall be assessed an additional sick leave day in order to rebuild the Bank. If at that time a member has no remaining sick leave days, he/she shall be exempt from this assessment.
- i. Up to ten (10) sick leave days may be donated to the Sick Leave Bank by a retiring teacher/administrator. The teacher/administrator need not be a participant of the Sick Leave Bank to donate days upon retirement.

AMENDMENTS:

These rules shall be amended only by mutual consent of the Board of Trustees and the LEA.

F. Bereavement Leave:

1. In case of death within the immediate family, the teacher shall be granted a leave not to exceed five (5) work days including the day of the funeral. (Exceptions due to extenuating circumstances may be granted by the superintendent.) "Immediate Family" shall mean teacher's spouse, children, siblings, parents, parents-in-law, son- or daughter-in-law, grandparents, grandchildren, grandparents-in-law, step-parents, stepparents-in-law, step-children, step grandchildren, step grandparents, brother-in-law, sister-in-law, or any member of the family unit living in the teacher's household.
2. Other than immediate family: In case of death in the family, other than immediate family, a teacher shall be entitled to be absent without loss of compensation on the day of the funeral. Other than immediate family shall mean teacher's uncle, aunt, niece, nephew, uncle- or aunt-in-law, and niece- or nephew-in-law.

3. A teacher may use two sick days annually for bereavement leave.

G. Bereavement leave shall apply to all summer school program employees.

H. Each teacher shall be entitled to at least three (3) days of personal business leave for the transaction of personal business and/or conduct of personal or civic affairs during each year of such employment. A written statement shall be submitted (use form prescribed, Appendix "D") to the Superintendent, setting forth the intention to take a personal leave.

1. In the event that personal business days shall not be used by the teacher, they shall be added to accumulated personal illness days, however, these days shall not increase the maximum total accumulated days as prescribed in Section A above.

I. Pregnancy and Temporary Disability Caused by Pregnancy:

Any teacher may use their negotiated sick leave benefits for physical disability due to pregnancy. Teachers must notify the Superintendent in writing of their intent to return to work by May 1st.

J. A teacher must work at least 120 days during a school year to qualify for one year of credit in the Indiana Teachers' Retirement Fund and to qualify for advancement of one year on the salary schedule.

K. Jury Duty Leave:

When a teacher is directed to appear for jury duty, the Board shall pay that teacher's full salary, and that teacher shall pay the Board any daily remuneration granted by the court; reimbursement for incurred expenses (i.e., mileage) shall not be considered as daily remuneration; provided, however, the teacher will join with the Corporation in requesting to be excused from jury duty when, in the opinion of the Corporation, the teacher's absence would create a hardship on the educational program.

L. Witness Leave:

In the event a teacher is subpoenaed to appear as a witness in a court during any school day, such teacher shall submit any check received for such services, excluding payment for meals and transportation, and then the teacher will receive full pay for that day. This section shall not apply to a legal proceeding filed by a teacher against the Corporation, the Association or any agent thereof, or any proceeding arising out of Indiana Code 20-29.

M. Adoptive Leave:

Upon initial application for the adoption of a child, the teacher shall notify the Superintendent of his/her intent to file for an Adoption Leave. The period of the Leave shall commence when the child is turned over to the teacher/parent and shall not extend beyond one calendar year.

In the case where both parents are teachers, only one teacher/parent would qualify for this Leave. A teacher may use accrued paid leave as permitted by law.

N. Leave for Assault and Battery

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

1. Time for an official appearance in court shall result in no loss of compensation or benefits and no reduction in accumulated leave.

2. The Teacher's compensation and benefits shall continue in full to a maximum of ninety (90) days without reduction in accumulated leave for time and/or days missed for recuperation, therapy, and/or

medical appointments. Additional days may be granted at the discretion of the Superintendent.

3. Time needed to recuperate, when in doubt, shall be determined by the School Corporation's physician.

O. Military Leave

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

ARTICLE V

RETIREMENT

A. Regular Retirement:

Following retirement or other termination of employment, an eligible teacher shall be entitled to receive an amount equal to the product of: (i) one (1) day of pay, as calculated based upon the retired teacher's base salary, including extracurricular pay, in the teacher's last school year of employment with the Corporation times (ii) each year of teaching experience completed with the Corporation, but only if the retiring teacher has otherwise satisfied the following requirements:

1. The teacher must have gained permanent status with the Corporation; and
2. If the teacher is otherwise eligible to receive the Social Security Bridge Benefit described in Section B below, the retiring teacher must provide a written, irrevocable election to the Superintendent no later than thirty (30) days after the teacher's date of retirement requesting payment of the regular retirement pay, rather than the Social Security Bridge Benefit.
3. A retired teacher shall be entitled to payment for unused sick leave days that have been accumulated as of the end of the school year in which retirement occurs equal to the product of the total number of the retiring teacher's accumulated, unused sick leave days not to exceed one hundred eighty (180) days times Fifty dollars (\$50.00) per day.

This regular retirement pay shall be included on the teacher's last contract and shall be paid to an eligible teacher, less applicable withholdings, with the teacher's final paycheck or within a reasonable period of time thereafter.

B. Social Security Bridge Benefits (Early Retirement Pay):

1. Eligibility. Teachers who satisfy the following requirements as of retirement or other termination of employment with the Corporation shall be entitled to a Social Security Bridge Benefit (Early Retirement Pay), as hereinafter described in this Section B:
 - a. The teacher must have at least fifteen (15) years of teaching experience in the Corporation. (A year of teaching experience for purposes of Article VI shall be equivalent to a year of creditable service for purposes of the Indiana State Teachers Retirement Fund, but only if completed with the Corporation.)
 - b. If the teacher is also eligible to receive the regular retirement pay described in the immediately preceding Section A, the teacher must not have elected to receive the regular retirement pay. (No teacher shall be paid both the regular retirement pay and Early Retirement Pay. Accordingly, if a retiring teacher does not provide a written, irrevocable election to the Superintendent within 30

days of their retirement date requesting payment of the regular retirement pay, the retiring teacher shall be conclusively presumed to have elected to receive the Early Retirement Pay, rather than regular retirement pay.)

- c. The retiring teacher must have attained at least age fifty-five (55).
- d. All retirements must commence with the beginning of the school year. If a teacher's fifty-fifth (55th) birthday falls during the school year, that teacher may elect to retire at the beginning of that school year with a full year's benefit.
- e. The retiring teacher must have been in continuous employment with the Corporation since the beginning of the 1998-1999 school year. Accordingly, any teacher hired after the first day of the 1998-1999 school year will not be eligible for the Early Retirement Pay.
- f. The retiring teacher must have completed the entire year of the teacher's last contract unless the teacher is unable to complete the last teaching year due to illness or disability, as substantiated by the statement of a licensed physician.
- g. A retiring teacher must submit a written unconditional and irrevocable letter of retirement to the Superintendent's office no later than April 1st of the year retirement will begin. However, in the event a retiring teacher is unable to give the required notice because of an accident, ill health, or for another unforeseen reason, the teacher may petition the Board to waive this requirement, which the Board may or may not waive in its sole discretion.

2. Benefit Amount.

A retiring teacher that has satisfied the eligibility requirements of Subsection A1 above shall be entitled to an annual amount equal to Twelve thousand six hundred dollars (\$12,600.00).

Reduced by

- (b) The quotient of --
 - (i) The retiring teacher's matching account balance (employer matching contributions and earnings thereon) in the Retirement Savings Plan, described in Section D below, as of June 30 of the year of the teacher's retirement, but subject to adjustment as provided below, **divided by**
 - (ii) The lesser of—
 - (y) Five (5) or
 - (z) the number of years between the teacher's date of retirement and the date when the retired teacher would be first eligible to apply for full Social Security benefits.

(If the retiring teacher failed to make the minimum elective contribution to the tax-deferred annuity, Section 403(b) plan, which was necessary to obtain the full employer matching contribution, the additional amount of the employer matching contribution that would have been made after January 1, 1999 shall be added to the balance of the teacher's matching account balance for purposes of determining the reduction calculated under paragraph (b) above.)

The difference between the annual maximum calculated in paragraph (a) of Subsection B2 and the retiring teacher's matching contribution account balance reduction of paragraph (b) of Subsection B2 is the annual Social Security Bridge Benefit (Early Retirement Pay) of the retired teacher. Such amount

shall be payable for no more than five (5) years or if less, only until the retired teacher would be first eligible to apply for full Social Security benefits.

3. Benefit Payment. A retired teacher's annual Early Retirement Pay shall be first used to pay any remaining cost/premium of the retired teacher's continuing participation in the group health plan maintained by the Corporation at and following the teacher's retirement, which is not otherwise paid by the Corporation under the terms and conditions of this Agreement. The excess, if any, will then be contributed to a post-separation 403(b) plan up to the maximum applicable limitations of the Internal Revenue Code (the "Code"), and then distributed to the retired teacher, less applicable withholdings, as necessary. Accordingly, if the Corporation's payment of premiums for the teacher's participation in the Corporation's group health plan equals the total premium costs or if the retired teacher is not participating in the Corporation's group health plan, the Early Retirement Pay will be contributed to the post-separation 403(b) plan up to applicable limits of the Code and then distributed to the retired teacher less withholdings.

Payments will be made as premiums are due for the Corporation's group health plan. Payments to the post-separation 403(b) plan shall be made quarterly, but otherwise subject to prospective adjustment for changes in the liability for group health plan premiums and the Code's applicable limits on contributions.

4. Deceased Teacher. Should a retired teacher die before receiving the full amount of the Early Retirement Pay (Social Security Bridge Benefit), the remaining payments shall be made to the deceased teacher's designated beneficiary on a quarterly basis, less applicable withholdings, and otherwise reported as income to the beneficiary on appropriate governmental forms. These quarterly payments will be made to the estate of the deceased if no valid written beneficiary designation has been left by the teacher with the Corporation.
5. Special Benefit. Any teacher who: (a) satisfies all of the eligibility requirements for the Social Security Bridge Benefit described in this Subsection B1, (b) who retires at the end of either the 2004-2005 school year or the 2005-2006 school year, and (c) has submitted a written unconditional and irrevocable letter of retirement to the Superintendent's office no later than March 15, 2005 shall be entitled to the additional benefit described in this Subsection B5. Five (5) years after the eligible teacher's retirement date, and provided the teacher is not then eligible to apply for Medicare coverage, the Corporation shall pay up to an additional six hundred dollars (\$600.00) per month towards the premiums due for the eligible, retired teacher's continuing participation in the Corporation's group health plan. Such additional monthly payments shall continue until the teacher first becomes eligible for Medicare coverage, or if earlier, until the teacher discontinues participation in the Corporation's group health plan.

C. Accumulated Sick Leave Benefit:

A retired teacher who has otherwise satisfied the applicable vesting requirements described in Section A or Section B of this Article VI shall be entitled to payments and/or contributions for sick leave days that are unused and accumulated as of the end of the school year in which retirement occurs equal to the product of:

- (a) The lesser of: (i) total number of the retiring teacher's accumulated, unused sick leave days or (ii) one hundred eighty (180) times
- (b) Fifty dollars (\$50.00).

Up to two thousand dollars (\$2,000.00) of this accumulated sick leave benefit calculation [or such larger amount as may be subsequently allowed as additional compensation for purposes of the Indiana State Teachers Retirement Fund] shall be paid to the retiring teacher, less applicable withholdings, by the last day of June of the teacher's final year of teaching with the Corporation. The excess, if any, will then be contributed to a post-separation 403(b) plan up to the maximum applicable limitations of the Internal Revenue Code (the "Code"), and then distributed to the retired teacher, less applicable withholdings, as necessary.

D. Retirement Savings Plan: The Board shall establish and maintain a qualified Section 403b Plan. All 403b contributions will be in compliance with the Logansport Community School Corporation 403b Plan Document.

1. Each teacher shall have the option of investing in a Section 403(b) plan up to the maximum allowable under federal law. The Board shall match such teacher's elective employee contributions on a dollar for dollar basis up to a maximum of 2.5% of the teacher's base salary.
2. The Corporation's matching contribution shall be deposited on a monthly basis into an individual account for the teacher in a tax-deferred annuity program sponsored by a vendor mutually agreed upon by the Association and the Board. The Corporation's matching contributions and the earnings thereon shall be accounted for separately from any other contributions that might be made to the tax-deferred annuity program.
3. Teachers will have the option of continuing to invest their dollars in a tax-deferred annuity for which money is already being deducted or in an annuity program offered by the vendor mutually agreed upon by the Board and the Association. All contributions made at the election of the teacher to the Section 403(b) plan shall be 100% vested at all times.
4. Employer matching contributions made on behalf of teachers by the Board on or before the first teacher day of the 1998-1999 school year shall immediately vest in the teacher.
5. All new teachers hired or teachers previously employed by the Corporation and re-hired after the first teacher day of the 1998-1999 school year ("New Hires") are eligible only for the Section 403(b) benefits provided by this Section and the severance benefits provided in Article VI, Section A, and are not eligible for the Social Security Bridge Benefits provided by Article VI, Section B. A New Hire's non-forfeitable percentage of accrued assets in individual accounts resulting from the Corporation's matching contributions is subject to the following vesting schedule:

(a) First school year of employment	0%
(b) Second school year of employment	20%
(c) Third school year of employment	40%
(d) Fourth school year of employment	60%
(e) Fifth school year of employment	80%
(f) Sixth school year of employment	100%
6. If the retiring employee has chosen not to participate in this retirement savings program, the benefits provided pursuant to Article IV, Section B, Social Security Bridge Benefits, shall be reduced by the amount the employer would have contributed after January 1, 1999, if the employee had chosen to participate.
7. In the event of the death of the employee, all benefits shall be paid to the designated beneficiary listed on the form completed at the time of retirement on file in the Corporation's employee personnel file.

E. Post-Separation 403(b) Plan:

In addition to the tax-deferred annuity, Section 403(b) plan, described in Section D of Article VI, the Corporation shall establish another retirement plan, which satisfies the requirements of Code section 403(b), but to which contributions will only be made following a teacher's retirement (the "post-separation 403(b) plan"). A committee of the Board and the Association shall select the single investment vendor for the post-separation 403(b) plan. The terms and conditions for the administration of the post-separation 403(b) plan will be determined by the Corporation, except that the following shall apply:

1. Separate Accounts. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall

be invested among the investment options made available by the selected investment vendor for the post-separation 403(b) plan.

2. Vesting. At all times, a teacher shall be 100% vested in the teacher's post-separation 403(b) plan account.
3. Distributions. Subject to any applicable Code restrictions, a retired teacher may commence distributions from the teacher's post-separation 403(b) plan account at any time. A deceased teacher's post-separation 403(b) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made.

ARTICLE VI

FRINGE BENEFITS

A. Life Insurance:

The Board will pay all but One Cent (\$.01) per month of the premium for a Fifty Thousand Dollar (\$50,000.00) term life insurance policy with a double indemnity clause. The insurance carrier for the Life Insurance Plan will be mutually selected by the Corporation and the Association.

B. Health and Hospitalization Insurance:

The Board agrees the cost for health insurance for individuals selecting the Preferred Provider option shall be at 70% for the Employer and 30% for the Employee. The Board agrees the cost for health insurance for individuals selecting the High Deductible health Plan option shall be at 80% for the Employer and 20% for the Employee.

All such payroll deductions for group health insurance can be included in a Section 125 Plan. When appropriate, Medicare premiums will be paid.

C. Income Protection Plan:

The Board shall provide each teacher with long-term disability coverage. The Board shall pay all the premiums for the long-term disability insurance plan. The long-term disability plan shall provide the following specifications:

1. A ninety (90) calendar day elimination period.
2. Schedule amount: 66 2/3% of monthly pay subject to a maximum Schedule Amount of \$6,000 per month.
3. The Maximum Benefit Period for all periods of disability for mental illness is 24 months.
4. The plan shall not coordinate with retirement disability of the Indiana State Teachers Retirement Fund.
5. The plan shall include a cost of living adjustment provision. The insurance carrier for the Income Protection Plan will be mutually selected by the Corporation and the Association.

The insurance carrier for the Income Protection Plan will be mutually selected by the Corporation and the Association.

D. Continuation of Insurance Benefits:

Teachers on approved unpaid leaves of absence for more than one (1) month shall have the option to continue

in health insurance and life insurance programs provided for in this Contract by paying the premiums at their own expense in a manner directed by the Business Office. The Corporation shall continue its contribution(s) to the insurance program(s) for teachers during the first month of any approved unpaid leave of absence.

E. Health Insurance for Retired Teachers:

1. Eligibility. A retiring teacher and spouse, if any, shall have the option of remaining in the Corporation's current group health plan, provided all of the following conditions are met as of the date of retirement and thereafter:
 - a. The teacher has attained fifty-five (55) years of age and is not eligible for Medicare;
 - b. While the retired teacher and spouse, if any, remain enrolled in the Corporation's group health plan, the retired teacher and spouse must pay that portion of the premium applicable to the insurance coverage, which is not otherwise paid by the Corporation under the terms and conditions of this Agreement, with such payments to be made monthly on or before the first day of each month for which group health coverage is to continue;
 - c. Within ninety (90) days of the severance date, the teacher must provide a written notice to the Corporation requesting continuing group health coverage for the teacher and spouse, if any; and
 - d. The teacher must comply with all applicable rules of the insurance carriers.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (A similar termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA or applicable state law.

2. Supplemental Payment. With respect to any teacher who otherwise satisfies all of the eligibility requirements for the Social Security Bridge Benefit described in this Section B of Article VI, the Corporation shall pay two hundred fifty dollars (\$250.00) per month towards the premiums due for the eligible, retired teacher's continuing participation in the Corporation's group health plan until the earliest of the following occurs—
 - a. The teacher first becomes eligible to apply for Medicare coverage,
 - b. The teacher discontinues participation in the Corporation's group health plan at any time,
 - c. The death of the retired teacher, or
 - d. One hundred twenty (120) months after the teacher's date of retirement.

This monthly payment towards the payment of the premiums due for the retired teacher's continuing participation in the group health plan shall be made before any premium payments are otherwise made pursuant to Article VI of this Agreement. In addition, this monthly payment shall only be made with respect to the retired teacher, not his or her spouse.

F. Life Insurance for Retired Teachers:

Any teacher who:

1. has reached the age of fifty-five (55),
2. has at least fifteen (15) years of teaching experience,
3. is enrolled in the group life insurance plan at the time of retirement, and

4. retires from the Corporation may maintain coverage in the group life insurance plan held by the Board until such time as the teacher reaches the age of sixty-five (65). Such participation in the Board's group life insurance plan is subject to:
 - a. Paying to the Corporation the total annual premium of the group life insurance plan; and
 - b. Any applicable rules of the insurance carriers.

ARTICLE VII

SUMMER SCHOOL

- A. A teacher teaching summer school classes approved by the Department of Education and/or requiring instruction by a certificated teacher shall be issued a supplemental service contract. The teacher will be paid his or her hourly or per diem rate depending upon the duties performed by the teacher.
- B. All teachers employed in the summer school program shall be granted one (1) day of accumulative sick leave. Bereavement leave shall apply to all summer school program employees.
- C. Teachers who have planned personal absences will not be considered for summer school employment.

ARTICLE VIII

GRIEVANCE PROCEDURE

A grievance is an alleged violation, misinterpretation, or misapplication of the terms of the Master Contract.

A. Grievance Settlement:

The Association and the Board recognize their responsibility for the prompt and orderly disposition of grievances. To this end, the parties agree that the provisions of the Article shall provide the means of settlement of all such grievances; provided, however, that nothing herein shall be construed as limiting the right of any employee to have a complaint adjusted without the intervention of the Association, so long as the adjustment is not inconsistent with the terms of this Contract. Bargaining unit members, who are assigned to the Logansport Area Joint Special Services Cooperative and wish to file a grievance for violation of this agreement, shall file any informal or Step 1 grievances with the Director of the Logansport Area Joint Special Services Cooperative.

B. Procedural Steps:

Any grievance that an employee / or the Association has not been able to adjust informally with his/her immediate supervisor shall be presented in the following steps:

Step 1 - Between the grievant and his/her Association representative, and the immediate supervisor and/or designated representative.

Step 2 - Between the grievant and his/her Association representative, and the Superintendent and/or his/her designated representative(s).

C. Grievance Presentation:

1. Step 1 - All grievances shall be presented in writing on the grievance form attached as Appendix "E" within twenty (20) days of the date the grievant knew, or reasonably should have known, of the grievance. Grievances not filed within the above time period shall be deemed waived and shall not be processed.

The grievance shall:

- a. state the names of the other teacher(s) involved, if any,
- b. state the facts giving rise to the grievance,
- c. identify the specific provision of this Contract alleged to have been violated or misinterpreted,
- d. state the contention of the grievant with respect to the grievance,
- e. indicate the specific relief requested, and
- f. be signed by the grievant(s).

The grievance form shall be filed in quadruplicate with one (1) copy each for the Association, the Board, the grievant, and the building principal.

The teacher may request a meeting with the building principal and a representative of the Association may accompany the grievant. In any event, within ten (10) days after receiving the written grievance, the building principal shall communicate his/her answer in writing to the grievant, and said answer shall be attached to the grievance.

2. Step 2 - If the grievance is not resolved in Step 1, the teacher may, within ten (10) days of receipt of the building principal's answer, appeal to the Superintendent or his/her designee by filing the grievance and the principal's answer along with a written request of the teacher. Within ten (10) days after receiving the written grievance, the Superintendent or his/her designee shall meet with the grievant to discuss the grievant's position. Within five (5) days of that discussion, the Superintendent or his/her designee shall communicate his/her decision in writing to the grievant, and said answer shall be attached to the grievance.
3. Step 3 - Within twenty (20) days after receipt of the decision in Step 2, the Association, upon written notice to the Board, may submit the grievance to the Board. The Board will hold a hearing in executive session and issue a written decision on the grievance within thirty days. Within ninety (90) days after receipt of the Board's decision, the Association, upon written notice to the Board, may appeal the Board's decision to a court of competent jurisdiction. Failure by the Association to file an appeal with a court of competent jurisdiction within this ninety (90) day timeline constitutes a waiver of the right to appeal the grievance.

D. Time Limits:

The term "day" when used in this Article shall mean work day. During the summer recess, the term shall mean week days (Monday through Friday).

Time limits herein may be extended only by mutual agreement in writing, signed by the parties.

Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the answer at the previous step.

If there is a failure in any step to communicate the decision on a grievance within the specified time limit, the Association may appeal the grievance to the next level.

E. Released Time:

All proceedings connected with implementing this Article shall be held outside the regular teacher's day.

F. Other Provisions:

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

ARTICLE IX

TERM OF AGREEMENT

This Contract shall be effective as of July 1, 2015, and shall continue in effect through June 30, 2016. This Contract shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

If by the Association,
address to the Board
at: Logansport Community School Corporation
2829 George Street
Logansport, IN 46947

If by the Board to the
Association, address to: President
Logansport Education Association
2829 George Street
Logansport, IN 46947

This Contract is made and entered into at Logansport, Indiana, on this 28th day of September, 2015, by and between the Board of School Trustees of the Logansport Community School Corporation, County of Cass, State of Indiana, party of the first part, heretofore referred to as the "Board," and the Logansport Education Association, party of the second part, heretofore referred to as the "Association."

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

BOARD OF SCHOOL TRUSTEES

LOGANSPORT EDUCATION
ASSOCIATION


SUPERINTENDENT


PRESIDENT

APPENDIX A
COMPENSATION MODEL SPECIFICATIONS

The salary schedule in Appendix A will apply to teachers based on their education, evaluation and leadership.

Teachers may be eligible to make a row change or a column change if sufficient funds are available and the teacher meets the requirements set forth herein to earn the salary increase. In accordance with Indiana law, no teacher shall ever be eligible to earn a salary increase if the teacher receives an evaluation rating of needs improvement or ineffective during the preceding school year.

Professional Development shall be developed so as to allow all employees an equal opportunity for professional development. In-service workshops may offer an opportunity to enhance teaching skills and educational knowledge to be eligible for state and locally approved Credit Renewal Units (CRUs). Employees may move to a new placement on the salary schedule based upon fifteen (15) CRUs or 30 professional growth points equal to one (1) college credit hour. Teachers and the school corporation will be subject to licensing changes and rules from the Indiana Department of Education.

1. Requirements to make a column change. For a teacher to make a column change within the salary schedule, the teacher must have: (a) earned the additional degree/hours required to make the column change, and (b) performed at least one leadership activity from the list set forth below in paragraph 3 during the preceding school year, and (c) received an evaluation rating of highly effective or effective for the preceding school year. A teacher who has met the requirements to make a column change may move to the next row down in the applicable column. For example, if a teacher is in Row 7 of the BA/BS + 15 + Leadership column and the teacher earns a Masters degree, meets the leadership requirement, and meets the evaluation requirement, then the teacher may move to Row 8 of the MA + Leadership column the following school year. The additional degree/hours attainment will account for 25% of the teacher's salary increase and the remaining 75% of the teacher's salary increase shall be attributable to the teacher meeting the leadership and evaluation requirements.

2. Requirements to move down one (1) row within the same column. If the teacher is not eligible for a column change due to the lack of attaining an additional degree or education hours but the teacher meets all of the following criteria, then the teacher may move down one (1) row in his/her current column. The requirements to move down one row within the same column are as follows: (a) The teacher must perform at least one leadership activity from the list set forth in paragraph 3 below during the preceding school year, and (b) the teacher must receive not be rated ineffective or improvement necessary for the preceding school year.

3. Leadership. To meet the leadership criteria to earn a salary increase under either paragraph 1 or paragraph 2 above, a teacher must participate in at least one of the following leadership activities during the preceding school year:

- National Board Certification.
- Unpaid building level committee participation that has been pre-approved by the teacher's building principal.*
- Unpaid Corporation level committee participation that has been pre-approved by the Superintendent.*
- Unpaid State/National level committee participation that has been pre-approved by the Superintendent.*
- Leadership work within School Corporation initiatives that has been pre-approved by both the Superintendent and the teacher's building principal.*
- Leadership through collaboration meetings with pre-approval of the teacher's building principal.*
- Membership in a professional association.
- Teaching an Advanced Placement (AP) Course.
- Teaching a dual credit course.
- Serving as a new teacher mentor with pre-approval from the teacher's building principal.*
- The teacher is an unpaid club sponsor for a school club that has been pre-approved by the teacher's building principal.*
- The teacher is a professional development trainer in a professional development activity that has been pre-approved by the teacher's building principal.*
- The teacher supervises student teacher(s) with pre-approval from the teacher's building principal.*
- The teacher gets an additional subject endorsement on his/her license.

*A teacher requesting pre-approval from the designated administrator will do so by uploading to Standards of Success (or the equivalent). The administrator will then sign off on Standards of Success (or the equivalent).

5. Placement of New Teachers on the Salary Schedule. New teachers who are hired with no previous experience for the 2015-2016 school year will be placed on the 2015-2016 salary schedule in Row 0 and in their appropriate degree column. New teachers who are hired with previous teaching experience will be placed in the appropriate column that matches their current degree/education and on the row number that matches their current years of experience as verified through Indiana's TRF (INPRS). The Superintendent has the authority to hire a prospective employee at not more than three (3) steps above or three (3) steps below the salary that would have matched their degree/education and experience. Upon mutual agreement between the Superintendent and the Association president, a prospective employee may be hired outside of this range. For initial placement purposes only, the row numbers will equate to years of teaching experience.

APPENDIX B

	BS	BS+15	BS+30	BS+45	MS	MS+15	MS+30	MS+45
0	\$32,161	\$33,095	\$33,718	\$34,652	\$34,029	\$34,963	\$35,897	\$36,832
1	\$33,126	\$34,088	\$34,730	\$35,692	\$35,050	\$36,012	\$36,974	\$37,937
2	\$34,120	\$35,110	\$35,771	\$36,762	\$36,101	\$37,092	\$38,083	\$39,075
3	\$35,143	\$36,164	\$36,845	\$37,865	\$37,184	\$38,205	\$39,226	\$40,247
4	\$36,197	\$37,249	\$37,950	\$39,001	\$38,300	\$39,351	\$40,402	\$41,455
5	\$37,283	\$38,366	\$39,088	\$40,171	\$39,449	\$40,532	\$41,614	\$42,698
6	\$38,402	\$39,517	\$40,261	\$41,376	\$40,632	\$41,748	\$42,863	\$43,979
7	\$39,554	\$40,703	\$41,469	\$42,618	\$41,851	\$43,000	\$44,149	\$45,299
8	\$40,741	\$41,924	\$42,713	\$43,896	\$43,107	\$44,290	\$45,473	\$46,658
9	\$41,963	\$43,181	\$43,994	\$45,213	\$44,400	\$45,619	\$46,837	\$48,057
10	\$43,222	\$44,477	\$45,314	\$46,569	\$45,732	\$46,987	\$48,243	\$49,499
11	\$44,518	\$45,811	\$46,674	\$47,966	\$47,104	\$48,397	\$49,690	\$50,984
12	\$45,854	\$47,186	\$48,074	\$49,405	\$48,517	\$49,849	\$51,181	\$52,514
13	\$47,230	\$48,601	\$49,516	\$50,888	\$49,973	\$51,344	\$52,716	\$54,089
14	\$48,646	\$50,059	\$51,002	\$52,414	\$51,472	\$52,885	\$54,297	\$55,712
15	\$50,106	\$51,561	\$52,532	\$53,987	\$53,016	\$54,471	\$55,926	\$57,383
16	\$51,609	\$53,108	\$54,107	\$55,606	\$54,607	\$56,105	\$57,604	\$59,105
17	\$53,157	\$54,701	\$55,731	\$57,274	\$56,245	\$57,789	\$59,332	\$60,878
18+	\$54,752	\$56,342	\$57,403	\$58,993	\$57,932	\$59,522	\$61,112	\$62,704

APPENDIX C

The Board agrees Appendix C Index Scale for Extra-Curricular Activities will be as attached.

A. INDEX SCALE FOR EXTRA-CURRICULAR ACTIVITIES:

ELEMENTARY

Fall Sports-Volleyball	0.02
Winter Sports-Boys Basketball	0.02
Winter Sports-Girls Basketball	0.02
Cheerleader Sponsor	0.02
Student Council	0.01
Battle of Books	0.02
Science Bowl	0.02
Spell Bowl	0.02
Math Bowl	0.02

MIDDLE SCHOOL

6th Grade Beginner's Band	0.085
6th Grade Basketball-Boys	0.05
6th Grade Basketball-Girls	0.05
7th or 8th Grade Basketball-Boys	0.05
7th or 8th Grade Basketball-Girls	0.05
Middle School Football	0.05
Middle School Track-Boys	0.04
Middle School Track-Girls	0.04
Middle School Tennis	0.04
Cheerleader Sponsor	0.02
6th Volleyball	0.04
7th or 8th Volleyball	0.04
Cross Country	0.04
Middle School Wrestling	0.04
Middle School Soccer	0.04
Middle School Golf	0.04
Middle School Baseball	0.04
Middle School Softball	0.04
Middle School Jazz Band	0.085
Student Council/Bookstore	0.015
Yearbook	0.01
Academic Competition Coach	0.02
Academic Competition Coordinator	0.04
Speech	0.015
Drama	0.01

HIGH SCHOOL/CENTURY CAREER CENTER

Miscellaneous

Department Chairman/Curriculum Leader	0.05
Junior Class Sponsor-Prom	0.05
Student Council	0.05

Cheerleading	
Cheerblock Sponsor	0.04
Varsity Cheerleader Sponsor	0.08
JV Cheerleader Sponsor	0.08
Pep Club	0.01
Music	
Band Director	0.125
Choir Director	0.125
Assistant Band Director	0.105
Fall Marching Instruction	0.04
Berryette Coach	0.08
Color Guard	0.035
Choir Accompaniment	0.105
Percussion	0.105
Music and Drama	
Musical Director	0.045
Winter Fantasy	0.045
Winter Fantasy Instrumental Pit Band	0.045
Winter Fantasy Vocal	0.035
Straight Play	0.045
Jazz Band	0.105
Academic Competition	
Director	0.075
Berry Botics (2)	0.07
Spell Bowl	0.045
Super Bowl	0.045
Speech	
Head Speech and Debate	0.12
Assistant Speech and Debate	0.06
Sports	
Head Baseball	0.145
Assistant Baseball	0.08
Head Basketball-Boys	0.325
Summer Weight Program	
Assistant Basketball-Boys	0.115
Freshman Basketball-Boys	0.08
Head Basketball-Girls	0.325
Assistant Basketball-Girls	0.115
Freshmen Basketball-Girls	0.08
Head Football	0.325
Summer Weight Program	
Assistant Football	0.115

Freshman Football	0.08
Golf-Boys	0.115
Golf-Girls	0.115
Assistant Golf-Boys	0.05
Assistant Golf-Girls	0.05
Head Swimming-Boys	0.145
Assistant Swimming-Boys	0.05
Head Swimming-Girls	0.145
Assistant Swimming-Girls	0.05
Head Tennis-Boys	0.115
Assistant Tennis-Boys	0.05
Head Tennis-Girls	0.115
Assistant Tennis-Girls	0.05
Cross Country-Boys	0.115
Assistant Cross Country-Boys	0.05
Cross Country-Girls	0.115
Assistant Cross Country-Girls	0.05
Head Track-Boys	0.109
Assistant Track-Boys	0.08
Head Track-Girls	0.109
Assistant Track-Girls	0.08
Head Volleyball	0.145
Assistant Volleyball	0.08
Head Wrestling	0.145
Assistant Wrestling	0.08
Head Softball	0.145
Assistant Softball	0.08
Gymnastics	0.115
Assistant Gymnastics	0.07
Head Soccer	0.115
Assistant Soccer	0.05
Weightlifting	0.08
School Improvement Team (MS and HS ONLY)	0.04
More than one school	\$400
Split Class-Middle/High	\$125

The stipend for each of the foregoing ECA positions will be calculated by multiplying the index by the 2015-2016 base salary of \$32,161.

High School Dean of Students	.08
High School Guidance Director	.161
Psychologists	.054
Program Coordinators	.027
High School Guidance	.027
Co-op Coordinator	.027
Elementary School Librarian	.027

The stipend for each of the positions listed above will be calculated by multiplying the index by the teacher's base salary.

The teacher shall be paid this stipend upon the successful completion of the duties set forth in the Certified Staff Administrative Guidelines.

APPENDIX D

Date Filed _____
Number _____

GRIEVANCE FORM

LOGANSPORT COMMUNITY SCHOOL CORPORATION

Name of Teacher(s) seeking relief: _____

Name of other employee(s) involved, if any: _____

Statement of facts giving rise to the grievance and contention of the grievant with respect to the grievance:

Specific relief requested: _____

Signature of teacher(s) seeking relief:

STEP I

A. Date Received by Principal _____

B. Disposition by Principal _____

Signature Date

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition by Superintendent or Designee: _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date Submitted to Board _____

B. Disposition and Award of Board _____

Date of Decision

NOTE: If additional space is needed in reporting Sections B of Step I, II, or III, attach an additional sheet.