

MASTER CONTRACT

BETWEEN

**THE GOVERNING BOARD OF
LOST RIVER CAREER COOPERATIVE CORPORATION**

AND

**LOST RIVER CAREER COOPERATIVE
FEDERATION OF TEACHERS**

MASTER CONTRACT

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AND
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FEDERATION OF TEACHERS**

This master contract entered into by and between the Board of School Trustees of the Lost River Career Cooperative Corporation, hereinafter called the board, and the Lost River Career Cooperative Federation of Teachers, hereinafter called the association, shall be in full force and effect from July 1, 2018 through June 30, 2019.

WHEREAS: the Board and the Association recognize and declare that providing quality career and technical education for the students of Orange and Washington counties in Indiana is their mutual aim, and

WHEREAS: the Board has met with the Association designated representatives and entered into deliberate negotiations and discussions as provided by Public Law 217, Acts of 1973, and PL 48-2011 and PL 90-2011, Indiana, concerning items contained in this contract, it is hereby agreed as follows:

ARTICLE I

RECOGNITION AND DEFINITIONS

- A. **RECOGNITION:** The Board hereby recognizes the Lost River Career Cooperative Federation of Teachers as the exclusive representative of all teachers in the Lost River Career Cooperative Corporation.
- B. **DEFINITIONS:**
1. The term "teacher" when used in this contract shall refer to all certified teaching personnel employed by the Board.
 2. The term "Board" and "Association" shall include authorized officers, representatives, and agents.
 3. The term "School Corporation", when used in this contract, shall refer to the Lost River Career Cooperative Corporation of Orange and Washington Counties in Indiana and the term "Federation" when used in this Agreement shall refer to the Lost River Career Cooperative Federation of Teachers in the State of Indiana.
 4. The term "emergency" when used in this Agreement shall refer to a condition or situation which could not have been anticipated under normal circumstances.

ARTICLE II

GENERAL PROVISIONS

- A. The agreements in this Contract shall supersede any rules, regulations, or practices of the Board which are contrary to, or inconsistent with, the terms recorded herein.
- B. If any provisions of this Agreement or any application of this Agreement 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.
- C. The Director and the Federation shall meet at a time and place mutually agreed upon at the request of either party to discuss the implementation of the provisions of this Agreement.
- D. The Board, or its authorized representatives and representatives of the Federation shall meet at a place and time mutually agreed upon at the request of either party to discuss all matters relating to the implementation of this Agreement.
- E. The Board agrees to make available for inspection to representatives of the Federation all public records of the school corporation except those whose disclosure is prohibited by law, such to be made within a reasonable time after the request.
- F. After the beginning of the school year, the exclusive representative shall deliver by October 1 to the Board the names of teachers who authorize payroll deductions and the amounts of membership dues or assessments of the exclusive representative including the American Federation of Teachers. The Board shall deduct such sum in twenty-six (26) equal payments, corresponding with the pay schedule, or other convenient equal payments. The deductions shall be remitted monthly to the exclusive representative.

On or before the first Friday in September in each school year, the teacher shall provide written authorization to the director requesting a deduction from the salary of such teacher for the purpose of having the school corporation make remittances for tax sheltered annuities. Such authorization shall be for an amount divisible in twenty-six (26) equal installments and the Board shall thereafter make periodic remittances to the annuity selected on the basis of twenty-six (26) installments.

ARTICLE III

GRIEVANCE PROCEDURE

This Grievance Procedure, hereinafter referred to as "Procedure," stipulates the conditions under, and the procedures by which, grievances alleged by certain certificated school employees as defined in this agreement shall be processed. If any such grievances arise, there shall be no stopping or suspension of work because of such grievances; but such grievances shall be submitted to the following grievance procedures.

A. Definitions – As used in this Procedure

1. "Grievance" means and shall be limited to, an alleged violation of a specific article or section of this written agreement.
2. "Director" means the chief administrative officer of the school corporation or any person(s) designated by him/her to act in his/her behalf in dealing with certificated school employees.
3. "Grievant" means the certificated school employee(s) directly affected by the alleged violation making the claim.
4. "Days" mean calendar days.

B. Structure

1. The grievant shall be represented by the Federation at all formal levels of the Procedure, limited however to a total of two (2) representatives.
2. There shall be no additional allegation or remedy submitted by the grievant or his/her representative during the grievance process once a formal grievance has been filed at Formal Level One.

C. Procedure

1. The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and the Board.

2. Informal Grievance

Within forty-five (45) days of the time the grievant first knew or reasonably should have known of the act or condition upon which it is based, the grievant must present the grievance to his/her Director or immediate supervisor or his/her designee by meeting with him/her individually and privately, in an informal manner during non-instructional hours. Failure of the grievant to so meet and discuss said alleged grievance provided herein shall prevent the grievant from pursuing the other grievance levels (s). Within seven (7) days after presentation of the grievance, the Director or immediate supervisor or his/her designee shall give his/her answer orally to the grievant.

D. Formal Grievance

1. Level One: Within ten (10) days of the oral answer, if the grievance is not resolved, it must be filed by the grievant with the Director or his/her designee in writing, signed by the grievant and the Federation Grievance Chairman on the forms attached hereto as Appendix C. Within seven (7) days after receiving the written grievance, the Director or supervisor or his/her designee shall communicate his/her answer in writing to the grievant.
2. Level Two: In the event the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to the Board provided the grievant files said written appeal with the Board within seven (7) days of the receipt of the Director's answer.

Upon receipt of said appeal, the Board shall hold a hearing and rule within sixty (60) days on the disposition of the grievance. The ruling must be in writing. If allowable by the law, the hearing shall be in executive session of the Board and not a public meeting, but at a specific designated time. At least ten (10) days' written notice of the hearing shall be given grievant and the Federation Grievance Chairman.

E. Miscellaneous

1. All documents, communications and records dealing with the grievance shall be filed separate from the personnel files of the grievant.
2. Any hearing on a grievance must be held during non-instructional hours.
3. Only days when school is in session will count in the time allotments for grievance procedures

ARTICLE IV

LEAVES OF ABSENCE

A. Leave days

School Employees shall be allowed seventeen (17) leave days each year of employment if contracted for 183 days. If in any one school year the School employee shall be absent less than the allocated number of days, the remaining days shall accumulate in leave days up to two-hundred seventy-eight (278) days.

B. Jury Duty: Teachers may be granted leave for jury duty with regular salary provided they endorse the jury check to LRCC.

C. Death in the Family: Each teacher may be absent not to exceed five (5) consecutive days with pay for school days on account of each death in the immediate family during the period before and after death. The definition of "immediate family" is father, mother, father-in-law, mother-in-law, grandchild, husband, wife, or child of the teacher or spouse or any other relative who was living at the time of the death as a member of the household of the teacher. One day's absence without loss of pay shall be given for the death of an uncle, aunt, first cousin, niece, nephew, brother-in-law, sister-in-law, grandparent, or grandparent-in-law, not living in the household of the teacher. Each teacher may be absent not to exceed three (3) working days within five (5) calendar days on account of a death of a brother or sister.

D. Emergency Leave: Leave paid or unpaid may be granted for emergency by the director.

E. At the conclusion of a school year, the Board will compensate the teachers additionally as follows:

1. Teachers using a total of 0 leave days	\$360
2. Teachers using a total of 1 leave day	\$300
3. Teachers using a total of 2 leave days	\$240
4. Teachers using a total of 3 leave days	\$180
5. Teachers using a total of 4 leave days	\$120
6. Teachers using a total of 5 leave days	\$ 60
7. Teachers using a total of 6 or more leave days.	\$ 0

ARTICLE V

COMPENSATION AND EXPENSES

A. Leave: Effective at the beginning of each school year Teachers shall be entitled to be absent from school with pay on account of personal illness, quarantine, or personal business for a total of seventeen (17) days. Unused leave may accumulate to two-hundred seventy-eight (278) days.

B. Salary: Starting salaries of teachers is set forth in Appendix A.

C. Salary: Salary range is \$35,298.87-\$62,871.29

D. ECA: Salary differentials other than those listed above shall be found in Appendix B.

E. Compensation plan for salary increase

To receive a salary increase, a teacher must meet the following factors: (1) year of experience (defined as working in the Cooperative at least 120 days in the prior school year) and (2) an evaluation rating of effective or highly effective. Experience accounts for 33% of the increase, and evaluation rating accounts for 67% of the increase. The amount of salary increase is dependent upon the salary increases of the three member school corporations that make up the Lost River Career Cooperative. Eligible teachers will receive the average of any increases of the three member corporations – For example, if Paoli gives a 3% increase, Springs Valley gives a 1% increase, and West Washington gives a 1% increase, the total is 5%. The average (5% divided by 3) is 1.67%. Under this example, the increase for LRCC eligible teachers would be 1.67%. LRCC will notify the Federation of the actual salary increase amount after it has received all of the necessary information from the three school corporations. Teachers rated as ineffective or improvement necessary are not eligible for any salary increase. Any funds that would otherwise have been allocated for increases for teachers rated ineffective or improvement necessary will be redistributed equally to all teachers rated effective or highly effective in the form of a stipend.

E. Reimbursement to teachers for automobile travel necessary to the performance of their duties shall be made at the IRS allowable rate. Such travel must have been approved by the Director.

F. The Board shall purchase liability insurance to protect teachers during the performance of their professional duties.

G. Teachers shall be paid in twenty-six (26) equal installments. (September through August – every two weeks)

H. Initial Placement on the Salary Schedule

1. A Work Place Specialist shall be placed in the Bachelor Degree Column as determined by teaching and work experience.
 2. A Work Place Specialist with a Bachelor Degree will be placed in the Bachelor Degree Column.
 3. A Work Place Specialist with a Master's Degree shall be placed in the Master's Degree Column.
 4. Each teacher will receive one-year (1) of experience credit for
 - a. Each year of military service up to four (4) years.
 - b. Work Place Specialist: For each three (3) years of work experience in his/her trade area above eight (8) years' work experience, he/she shall receive one (1) one year of experience credit not to exceed four (4) years of experience credit.
 - c. A teacher with a Bachelor's degree will receive one year of experience credit for each four (4) years of work experience in his/her trade or career not to exceed four (4) years of experience credit.
- I. Severance Pay: After ten (10) years continuous service in the school corporation and upon retirement after attaining at least the age of 53 years, the teacher will be compensated \$ 63.60/day for a maximum of 278 unused leave days.
- J. Retirees purchasing insurance: After ten (10) years continuous service in the school corporation and after retirement after attaining at least the age of fifty-three (53) years, a teacher may elect to continue in the health insurance plan of the school corporation by paying all expenses of such plan. The ability to participate ceases when the retiree becomes eligible for Medicare. To remain eligible for the insurance benefit, the early retiree must pay his/her share of the insurance package to the business office of the LRCC before the date the LRCC pays the monthly premium to the insurance company. The retiree must give notice in writing to the Director of his/her intent to retire, and to continue to participate in the group health insurance plan, no later than the last day of the school preceding the beginning of the first school year of the teacher's retirement. Both parties agree to follow state and federal laws with respect to retirees' dependents' insurance coverage.
- K. To receive early retirement benefits, a teacher must complete the school year preceding retirement. This restriction may be waived by the Board for health reasons.
- L. Section 125: Active teachers shall be permitted to participate in the benefits provided to employees by Section 125 of the Revenue Act of

1978. The Board shall have authority to pick the plan for Section 125 treatment. The Board shall pay the start-up costs, if any. The teachers shall pay administrative fees.

M. Bridge to Social Security: A teacher who is between the age of fifty-two and one-half (52 ½) years prior to the beginning of the next school year (the first teacher day), and eligibility for full Social Security benefits and at the top of the master's schedule is eligible for Bridge to Social Security benefits. Said teacher must have completed at least ten and one-half (10 ½) years teaching at Lost River Career Cooperative or South Central Area Vocational School and have notified the school corporation (LRCC) in writing by the last day of the school year. This restriction may be waived for health reasons. The Corporation will pay the early retiree at the rate of Five Hundred Seven Dollars (\$507.00) per month in twenty-six consecutive bi-weekly payments from the date of his/her retirement from LRCC for eight and one-half (8 ½) years or until eligible for full Social Security benefits whichever is less. In addition, the Corporation shall pay on behalf of the retiree Two Hundred Seventy-Eight Dollars and 42/100 (\$278.42) per month toward the cost of the health, dental, vision and life insurance package chosen by the teacher through the month the retiree becomes eligible for Medicare. The retiree's share of the insurance premium cost, if any, will be deducted out of the retiree's bi-weekly checks.

1. It is understood and agreed to that in addition to the Bridge to Social Security benefits spelled out herein, a retiring teacher shall also receive the severance pay benefits a teacher is entitled to receive.
2. After giving the School Corporation official written notification of his/her intent to take retirement and in the event the retiree dies before reaching the age of qualifying for full Social Security benefits, the retiree's spouse and dependent children shall be allowed to remain in the School Corporation's health, dental, and vision insurance plans until said spouse reaches the age of qualifying for full Social Security benefits with the spouse paying 100% of the insurance premiums. It is understood and agreed to that at the time of death of the retiree, his/her spouse and dependents are frozen in coverage and no new participants (new spouse and/or new dependent children) can be added to the insurance plan in effect at the time of the retiree's death. Further, "dependent children" status shall be determined in accordance with the provisions of the insurance carriers.
3. In the event of the death of an employee who has met all Bridge to Social Security qualifications but has not announced his or her retirement from teaching, the surviving spouse shall be allowed to maintain the health insurance plan of the deceased teacher until the

surviving spouse reaches the age of qualifying for full social security benefits by paying one hundred percent (100%) of the insurance premium.

4. In the event that the retiree goes off of the insurance benefits when he/she reaches the age of qualifying for full Social Security benefits and in the further event the retiree's spouse is younger than the retiree, said spouse will be allowed to remain in the insurance programs (health, dental and vision) at the expense of the spouse until said spouse reaches the age of qualifying for full Social Security benefits by paying one hundred percent (100%) of the insurance premium.
5. It is understood and agreed to that in the event of the death of the retiree who is still receiving benefits (the monthly stipend) from the School Corporation, said benefits such retiree would have been entitled to receive had he/she survived, will be paid directly in the same manner benefits would have been paid and the retiree survived, to the surviving spouse of the deceased or the child or children of the deceased.
6. It is understood and agreed to that the annual Bridge to Social Security Stipend together with Severance Pay (which does not include the Bridge to Social Security Insurance benefits spelled out herein) shall not exceed the maximum annual Social Security benefit a person can receive.

N. 403(b) Retirement Plan:

1. The School Corporation shall establish a qualified retirement plan in Section 403(b). All Certified staff shall be eligible to participate in the ongoing 403(b) Plan.
2. Each Teacher may elect to make a salary reduction election and make tax deferred contributions, to a 403(b) of the Internal Revenue Code (the Code) to the maximum limits allowed by the Code.
3. The Board agrees to contribute One Percent (1%) of each bargaining unit member's base salary into each individuals separate 403(b) account for teachers under contract in 2010-2011 who are not eligible for "bridge to social security" Retroactive to 2008-2009. Teacher will be eligible for contribution from Lost River Career Cooperative entering the third consecutive contract and holding a Work Place II Teaching License or Indiana Teaching License. The Board shall make equal monthly contributions throughout the school year, and will complete its contributions on or before August 1 of each succeeding year.

4. The single investment vendor for the 403(b) account shall be chosen by mutual agreement between the Board and the association, There shall be no cost to Lost River Career Cooperative to administer this program. 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 investment vendor for the 403(b) Plan.
5. After ten (10) continuous years of service in the School Corporation, a Teacher who is between the age of fifty-three (53) years and eligibility for full Social Security benefits is eligible for Post-Separation 403(b) benefits.
6. Authorized leaves of absence shall not be considered a break in continuous employment.
7. A Teacher who is not fully vested in this program and who voluntarily resigns or is terminated shall forfeit all contributions made by the board but retain personal contributions made to 403(b) from payroll deductions. Any forfeited amounts shall be returned to the School Corporation.


ARTICLE VI

This Agreement shall be effective as of July 1, 2018 and continue in effect through June 30, 2019. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

It is agreed that the conditions set forth within this contract have been settled, unless referenced to averages of participating schools. When participating schools settle their contracts, then averages can be calculated, at which time all areas of the contract with reference to averages of the participating schools will become effective immediately.

This agreement is made and entered into as of this 15th day of November 2017, by and between the Governing Board of the Lost River Career Cooperative, Counties of Orange and Washington, State of Indiana, Party of the First Part, heretofore referred to as the "Board" and Lost River Career Cooperative Federation of Teachers, Party of the Second Part, heretofore referred to as the "Federation."

GOVERNING BOARD,
LOST RIVER CAREER COOPERATIVE



President of Board

LOST RIVER CAREER COOPERATIVE FEDERATION OF TEACHER



Chief Negotiator for the Federation

APPENDIX A – HIRING SCHEDULE

Experience	BS Daily Rate	BS Salary*	MS Daily Rate	MS Salary*
0	\$ 192.89	\$ 35,298.87	\$ 198.63	\$ 39,502.38
1	\$ 196.34	\$ 35,930.22	\$ 204.36	\$ 40,552.28
2	\$ 199.79	\$ 36,561.57	\$ 206.12	\$ 37,719.96
3	\$ 203.23	\$ 37,191.09	\$ 215.86	\$ 39,502.38
4	\$ 206.66	\$ 37,818.78	\$ 221.60	\$ 40,552.80
5	\$ 210.11	\$ 38,450.13	\$ 227.34	\$ 41,603.22
6	\$ 213.58	\$ 39,085.14	\$ 233.09	\$ 42,655.47
7	\$ 217.01	\$ 39,712.83	\$ 238.82	\$ 43,704.06
8	\$ 220.46	\$ 40,344.18	\$ 244.55	\$ 44,752.65
9	\$ 221.80	\$ 40,589.94	\$ 250.30	\$ 45,804.49
10	\$ 227.34	\$ 41,603.22	\$ 256.02	\$ 46,851.66
11	\$ 230.80	\$ 42,236.40	\$ 261.79	\$ 47,907.57
12	\$ 234.24	\$ 42,865.92	\$ 267.54	\$ 48,959.82
13	\$ 237.67	\$ 43,493.61	\$ 273.27	\$ 50,008.41
14	\$ 241.13	\$ 44,126.79	\$ 279.01	\$ 51,058.83
15	\$ 246.85	\$ 45,173.55	\$ 287.60	\$ 52,630.80
16	\$ 252.60	\$ 46,225.58	\$ 295.09	\$ 54,001.47
17	\$ 258.34	\$ 47,276.22	\$ 303.12	\$ 55,470.96
18	\$ 264.08	\$ 48,326.64	\$ 311.16	\$ 56,942.28
19	\$ 269.82	\$ 49,377.06	\$ 319.20	\$ 58,413.60
20	\$ 275.57	\$ 50,429.31	\$ 326.59	\$ 59,765.97
*183 Days				

* The number of days was not bargained and is included solely for informational purposes.

In addition to the salaries set forth, three (3%) of the amount to be paid a teacher under the Salary Schedule shall be paid to the Teachers' Retirement Fund by the school.

Beginning October 1, of each school year, the school shall contribute per month toward a health insurance plan as follows: \$ 590.00-per month per employee.

All retroactive payments will be made as early as is feasible or as requested by lump sum.

Any supplementary service contract will be paid when completed.
The Board shall pay all but one (\$1.00) Dollar of \$85,000 term life insurance policy for each teacher under contract.

If the teacher leaves the employment of the School Corporation by resignation or termination with cause, insurance benefits shall not continue. The Board shall pay all but one (\$1.00) of a long term disability program to be chosen by the Board but equivalent in scope and coverage to the plan submitted by the teachers.

Termination without cause permits the teacher to receive benefits through the next July 31.

Should the full stipend not be utilized by a member for their health insurance, remaining dollars will be put into a Health Savings Card for the member's use.

APPENDIX B. – EXTRA-CURRICULAR SALARY SCHEDULE

State recognized CTSO sponsor

Ex. Skills USA, BPA, HOSA, Sea Perch-----\$500

For any Skills USA-VICA, BPLA, BPA, HOSA, FFA, DECA, FCCLA or any other State recognized CTSO contest above the Indiana state level, the advisor shall receive his /her daily rate of pay for days actually involved in advising outside of regular contracted days plus \$25 per day expense money plus approved travel reimbursement.

**APPENDIX C
GRIEVANCE FORM**

Name of Grievant

Teaching Assignment

Facts giving rise to the grievance including dates of events:

Provisions of the contract alleged to have been violated: _____

Relief sought:

Signature of Grievant

Signature of Federation Grievance Chairman

Date received Level One _____

Date received Level Two _____