# AGREEMENT

*between the*

**BOARD OF SCHOOL TRUSTEES OF THE LOOGOOTEE COMMUNITY SCHOOL CORPORATION**

*and the*

**LOOGOOTEE EDUCATION ASSOCIATION**

*an affiliate of*

**NATIONAL EDUCATION ASSOCIATION**
**INDIANA STATE TEACHERS ASSOCIATION**

**2026-2027**

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# AGREEMENT

# BETWEEN THE

# BOARD OF SCHOOL TRUSTEES OF THE LOOGOOTEE COMMUNITY SCHOOL CORPORATION

# AND THE

# LOOGOOTEE EDUCATION ASSOCIATION

# AN AFFILIATE OF

# NATIONAL EDUCATION ASSOCIATION INDIANA STATE TEACHERS ASSOCIATION 2026-2027

THIS AGREEMENT ENTERED INTO BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE LOOGOOTEE COMMUNITY SCHOOL CORPORATION, HEREINAFTER CALLED THE "BOARD", AND THE LOOGOOTEE EDUCATION ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

## ARTICLE I

## RECOGNITION

The Board recognizes the Association as the "Exclusive Representative" of Certificated School Employees in the following bargaining unit:

All "Certificated Employees", as defined in IC 20-29 in the Loogootee Community School Corporation, except for:

> The Superintendent of Schools, Assistant Superintendent of Schools, Director of Curriculum, Director of Technology, Principals, Athletic Director, Boys Varsity Basketball Coach, and Girls Varsity Basketball Coach.

## ARTICLE II

## DEFINITION OF TERMS

The term "School Corporation," when used in this Agreement, shall refer to the Loogootee Community School Corporation of the County of Martin of the State of Indiana.

## ARTICLE III

## BOARD RIGHTS

The Board of School Trustees of the Loogootee Community School Corporation has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the School Corporation to the full extent authorized by law.

## ARTICLE IV

## SALARY AND WAGE PROVISIONS

The parties agree that salaries and wages to be affected by this Agreement are accurately reflected in APPENDIX A-1. The compensation model agreed to between the parties is reflected in APPENDIX A-2.

FOR INFORMATION ONLY/NOT BARGAINED: Teacher contracts are for 182 days.

Part-time teachers will be paid in accordance with the salary schedule contained in the master teacher contract, but such salary will be pro-rated in accordance with the teacher's reduced schedule. For example, if a part-time teacher is anticipated to be assigned to teach a 5/7 schedule, then the part-time teacher's salary would be pro-rated to 5/7 of the salary of a full-time time teacher.

Extended contract days shall be paid on the basis of the teacher's per diem rate of pay.

## ARTICLE V

## SALARY AND WAGE RELATED FRINGE BENEFITS

The parties agree that salary and wage related fringe benefits are accurately reflected in APPENDIX B, attached to and made part of this Agreement.

Part-time teachers will only be eligible to receive and/or participate in the following fringe benefits: 11 sick leave days, 4 personal leave days, and participation in the Teacher's Retirement Fund through INPRS. Part-time teachers will not be eligible for any other fringe benefits offered by the School Corporation unless otherwise required by law.

FOR INFORMATION ONLY: FMLA eligibility shall be calculated starting on the date of hire and looking forward 12 months.

## ARTICLE VI

## GRIEVANCE PROCEDURE

This Grievance Procedure, hereinafter referred to as "Procedure", stipulates the procedures by which grievances alleged by certain Certificated School Employees as defined in ARTICLE I of this Contract shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted according to the following Procedure.

### I. DEFINITIONS

As used in this Procedure:

1. "Grievance" means, and shall be limited to, an alleged violation or claimed misinterpretation of an express article or section of this written Contract;

2. "Board" means the Board of School Trustees of the Loogootee Community School Corporation and any person(s) authorized to act for said body in dealing with its School Employees;

3. "Superintendent" means the chief administrative officer of this School Corporation, and any person(s) designated by him to act in his behalf in dealing with School Employees;

4. "Grievant" means either the Certificated School Employee who is directly affected by the alleged violation and is making the claim or the Association;

5. "Day(s)" means Teacher assigned duty day during the school year, provided however, that day(s) shall mean calendar day during the summer recess *(excluding Saturday and Sunday).*

## II. STRUCTURE

1. Nothing contained herein shall be construed to prevent any individual Certificated School Employee from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Contract.

2. Certificated School Employees shall retain the right to informally discuss matters of concern with the Administration without the necessity of resorting to use of the formal Procedure.

3. The grievant may be represented by any person(s) of his/her own choosing at all levels of the Procedure, limited however to a total of two (2) representatives.

4. Either the Board or the grievant shall have the power to invoke the arbitration proceedings under this Procedure.

## III. PROCEDURE

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 Superintendent.

### A. INFORMAL GRIEVANCE.

Within ten (10) days of the time the grievant first knew or should have known of the act or condition upon which it is based the grievant must present the grievance to his/her Principal or his/her designee by meeting with him/her individually in an informal manner during non-duty hours or as otherwise scheduled by the Principal. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s).

Within seven (7) days after presentation of the grievance, the Principal or his/her designee shall give his/her answer orally to the grievant.

### B. FORMAL GRIEVANCE.

#### 1. Level One.

a. Within five (5) days of the oral answer, or within twelve (12) days after presentation of the grievance at the Informal Level if no oral answer has been rendered, if the grievance is not resolved, it must be filed by the grievant with the Principal or his designee, in writing, signed by the grievant, on the appropriate grievance form. The written grievance shall (1) name the Certificated School Employee involved, (2) state the facts giving rise to the grievance, (3) identify by specific reference all express articles or sections of this Contract alleged to be violated, (4) state the contention of the grievant with respect to the provision(s) of said articles or sections, and (5) indicate the specific relief requested.

b. Within seven (7) days after receiving the written grievance, the Principal or his designee shall communicate his answer, in writing, to the grievant.

**2. Level Two.**

a. In the event that the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided said appeal if filed with the Superintendent within ten (10) days of receipt of the written answer at Level One, or within seventeen (17) days after presentation of the grievance at Formal Level One if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted.

b. The grievant shall submit the written claim, signed by him/her, to the Superintendent. Within ten (10) days from the receipt of the grievance the Superintendent shall render a written decision to the grievant as to the resolution of the grievance. The Superintendent may hold a formal hearing(s) prior to the rendering of the written decision, and an additional five (5) days beyond the ten (10) days shall be allowed if the Superintendent informs the grievant, in writing, that further investigation is necessary.

**3. Level Three.**

a. In the event the grievance is not resolved at Level Two or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Three provided said appeal is filed with the Superintendent within seven (7) days of receipt of the written answer at Level Two, or, if no written answer has been rendered by the Superintendent, either within seventeen (17) days or within twenty-two (22) days after presentation of the grievance at Level Two, whichever is applicable.

b. Within twenty (20) days from receipt of the grievance the Board shall render its decision at a regular or special meeting of the Board. Such decision shall be communicated to the grievant, in writing, within five (5) days.

## IV. MISCELLANEOUS

1. Decisions rendered at Formal Level One, Level Two, Level Three, of this Procedure shall be in writing.

2. At the request of either the grievant or the Board, one (1) informal meeting shall be held at Formal Levels Two and/or Three in order to attempt to resolve the grievance.

3. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.

4. All necessary forms for grievance procedures set forth in this Procedure shall be provided by the Superintendent.

5. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said time limits be extended by mutual consent of both parties; however, the grievance must be appealed by the grievant to the

next level within the specified time limit for that level or said grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.

6. Any hearing at the Informal Level and at Formal Level One, Level Two, Level Three, shall be held during non-duty hours unless otherwise directed by the Superintendent or Principal.

7. No Certificated School Employee shall use this Procedure in any way or manner to appeal discharge or a decision by the Board not to renew his/her individual Teacher's Contract.

8. Certificated School Employees shall follow all written and oral directives of the Board and Administration, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the Certificated School Employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.

## ARTICLE VII

## TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2026, and shall continue in effect through the 30th day of June, 2027.

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

| | |
|---|---|
| If by the Association to the Board, at: | Board of School Trustees<br>P.O. Box 282<br>Loogootee, IN 47553 |
| If by the Board to the Association, at: | Hannah Kidwell & Rachel Tedrow<br>P.O. Box 39<br>Loogootee, IN 47553<br>Association President |

This Agreement is made and entered into at Loogootee, Indiana, by and between the Board of School Trustees of the Loogootee Community School Corporation, County of Martin, State of Indiana, party of the first part, heretofore referred to as the "Board", and the Loogootee Education Association, affiliated with the Indiana State Teachers Association and the National Education Association, party of the second part, heretofore referred to as the "Association." This Agreement is so attested to by the parties whose signatures appear below.

The undersigned also attest to the following:

A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana law on September 17, 2026. Electronic participation was not available.

A public Board meeting in compliance with Indiana law was held on October 19, 2026 at 2:45 pm, to discuss the tentative agreement and electronic participation was not available.

A public meeting in compliance with Indiana law was held on October 22, 2026 at 5:00 pm, for Board ratification of the tentative agreement. Electronic participation was not available.

**[SIGNATURES AND RATIFICATION DATES ON FOLLOWING PAGE]**

BOARD OF SCHOOL TRUSTEES
OF THE LOOGOOTEE COMMUNITY
SCHOOL CORPORATION

President

Secretary

Ratification Date: October 22, 2026 (5:00 pm)

LOOGOOTEE EDUCATION
ASSOCIATION

President

Co-President

Secretary

Ratification Date: October 7, 2026

## APPENDIX A-1

## LOOGOOTEE COMMUNITY SCHOOL CORPORATION
## SALARY SCHEDULE
## 2026-2027

**LE = Literacy Endorsement**

| ROWS | BACHELOR'S DEGREE | BACHELOR'S DEGREE + LE | MASTER'S DEGREE | MASTER'S DEGREE + LE |
|---|---|---|---|---|
| A | 40,100 | 40,200 | 43,100 | 43,200 |
| B | 41,150 | 41,250 | 44,150 | 44,250 |
| C | 42,200 | 42,300 | 45,200 | 45,300 |
| D | 43,250 | 43,350 | 46,250 | 46,350 |
| E | 44,300 | 44,400 | 47,300 | 47,400 |
| F | 45,350 | 45,450 | 48,350 | 48,450 |
| G | 46,400 | 46,500 | 49,400 | 49,500 |
| H | 47,450 | 47,550 | 50,450 | 50,550 |
| I | 48,500 | 48,600 | 51,500 | 51,600 |
| J | 49,550 | 49,650 | 52,550 | 52,650 |
| K | 50,600 | 50,700 | 53,600 | 53,700 |
| L | 51,650 | 51,750 | 54,650 | 54,750 |
| M | 52,700 | 52,800 | 55,700 | 55,800 |
| N | 53,750 | 53,850 | 56,750 | 56,850 |
| O | 54,800 | 54,900 | 57,800 | 57,900 |
| P | 55,850 | 55,950 | 58,850 | 58,950 |
| Q | | | 59,900 | 60,000 |
| R | | | 60,950 | 61,050 |
| S | | | 62,000 | 62,100 |
| T | | | 63,050 | 63,150 |
| U | | | 64,100 | 64,200 |
| V | | | 65,150 | 65,250 |
| W | | | 66,200 | 66,300 |
| X | | | 67,250 | 67,350 |
| Y | | | 68,300 | 68,400 |
| Z | | | 69,350 | 69,450 |
| AA | | | 70,400 | 70,500 |

In addition to the basic salary provided, Board shall also pay the Indiana State Teachers' Retirement Fund (ISTRF) an additional Three Percent (3%) of each Teacher's salary as that Teacher's contribution to the ISTRF.

## APPENDIX A-2

## LOOGOOTEE COMMUNITY SCHOOL CORPORATION
## COMPENSATION MODEL

**The parties have agreed that teachers will not receive a base salary increase or increment during the 2026-2027 school year.** Therefore, only the following sections of this Appendix are in effect for the 2026-2027 CBA: Placement of New Teachers on the Salary Schedule, Salary Range, Early Literacy Endorsement Base Salary Differential and Teacher Stipends.

Note: The parties will bargain a compensation model pursuant to the new changes in the law the next time the parties bargain teacher base salary increases.

**Factors and Definitions:**

Evaluation: To satisfy the "evaluation" factor, the teacher's evaluation rating for the prior school year cannot be improvement necessary or ineffective.

Academic Needs: The importance of retaining all eligible teachers in the Corporation to provide educational continuity for students.

**Distribution Plan:** Base salary increases will be distributed in accordance with the following distribution plan:

**EVALUATION:**

**ACADEMIC NEEDS:**

**Factors and Definitions:**

Evaluation: To satisfy the "evaluation" factor, the teacher's evaluation rating for the prior school year cannot be improvement necessary or ineffective.

Academic Needs: The importance of retaining all eligible teachers in the Corporation to provide educational continuity for students.

**Stipends for Advanced Placement (AP) and Dual Credit Teachers.**

Teachers assigned to teach AP and dual credit courses will receive a $500.00 stipend annually (pro-rated at $250.00 if the teacher teaches only one semester of the school year). To receive

this stipend, the teacher must complete teaching the course(s) for the entire school year to receive the $500.00 or the entire semester to get the pro-rated $250.00 stipend.

**Placement of New Teachers on the Salary Schedule.**

Any teacher newly employed with the Loogootee Community School Corporation will be placed on the salary schedule according to recognized teaching experience at accredited public schools and/or private schools mirroring the salary and placement of current employees with the same degree and number of years of experience when possible. In cases of hard to fill positions, the Superintendent may have the leeway of hiring within 3 steps of the normal placement. In emergencies only, teachers may be moved more than 3 steps, but only by agreement with the Association President or his/her designee. Retired teachers who are hired by the School Corporation will be placed on the salary schedule in their applicable degree column as follows: Bachelor's degree - $42,200; Master's degree - $51,500.

Any new hire who possesses an Early Literacy Endorsement on their license shall receive a one-time $100 differentiation added to their base salary. To receive the $100 literacy endorsement base salary differential, the new hire must submit evidence of the literacy endorsement on their license upon being hired by the School Corporation.

**Redistribution of Forfeited Salary Increases During Term of Contract.**

Any salary increases that are required to be forfeited by a teacher during the term of this agreement due to the teacher being evaluated as needs improvement or ineffective will be redistributed equally to the highly effective and effective teachers in the form of a one-time stipend.

**Salary Range**

The salary range during the 2026-2027 school year is $40,100 to $70,400.

The School Corporation is unable to raise the minimum salary provided for in IC 20-28-9-26 due to the prohibition against deficit financing.

**Early Literacy Endorsement Base Salary Differential**

Each returning teacher who newly possesses an Early Literacy Endorsement on their license shall receive a one-time $100 added to their base salary. For the 2026-2027 school year, proof of literacy endorsement attainment must be submitted to the Superintendent's Office by no later than the date of ratification of the 2026-2027 contract. Effective June 30, 2027, proof of a literacy endorsement must be submitted to the Superintendent's Office by August 1st.

**Teacher Stipends**

The School Corporation will pay all teachers a $500 stipend on the first pay in December of 2026.

## APPENDIX A-3

## LOOGOOTEE COMMUNITY SCHOOL CORPORATION
## EXTRA CURRICULAR PAY SCHEDULE

### EFFECTIVE SCHOOL YEAR 2026-2027

| ATHLETIC POSITIONS | | | 2026-2027 |
|---|---|---|---|
| Boys' Basketball Program | | | $16,001 |
| Girls' Basketball Program | | | $13,446 |
| Volleyball Program | | | $7,212 |
| Varsity Baseball Coach | | | $5,451 |
| Varsity Softball Coach | | | $5,451 |
| Baseball Program | | | $4,902 |
| Softball Program | | | $4,902 |
| Varsity Volleyball Coach | | | $4,758 |
| Track Program | | | $4,273 |
| Cheerleading Program | | | $3,217 |
| Boys' Varsity Tennis Coach | | | $2,937 |
| Girls' Varsity Tennis Coach | | | $2,937 |
| Varsity Track Coach | | | $2,937 |
| Girls' Freshmen Basketball | | | $2,556 |
| Boys' Varsity Golf Coach | | | $2,513 |
| Girls' Varsity Golf Coach | | | $2,513 |
| Boys' Tennis Program | | | $2,462 |
| Girls' Tennis Program | | | $2,462 |
| Varsity Cheerleading Coach | | | $2,300 |
| Varsity Cross Country Coach | | | $2,300 |
| Intramural Basketball | | | $1,774 |
| Boys' and Girls' Golf Program* | | | $1,555 |
| Cross Country Program | | | $1,225 |
| Lionettes | | | $1,225 |
| Freshman Volleyball | | | $1,210 |
| **ACADEMIC EXTRACURRICULAR POSITIONS** | | | **2026-2027** |
| LES Robotics | | | $908 |

| | | | |
|---|---|---|---|
| LES Yearbook | | | $888 |
| LES Math Bowl | | | $774 |
| LES Spell Bowl | | | $774 |
| LMS Beta | | | $1,225 |
| LMS Yearbook (Grades 5-8) | | | $888 |
| LMS Math Bowl Coach | | | $774 |
| LMS Spell Bowl Coach | | | $774 |
| LMS Student Council (Grades 5-6) | | | $774 |
| LMS Student Council (Grades 7-8) | | | $774 |
| LHS Beta | | | $2,556 |
| LHS Academic Coordinator | | | $1,774 |
| LHS Junior Class - Concession | | | $1,555 |
| LHS Junior Class- Concession | | | $1,555 |
| LHS Junior Class – PROM | | | $1,555 |
| LHS Assistant Beta | | | $1,225 |
| LHS Senior Class Sponsor | | | $1,225 |
| LHS Senior Class Sponsor | | | $1,225 |
| LHS Student Council | | | $1,110 |
| LHS Yearbook | | | $1,110 |
| LHS Robotics | | | $908 |
| LHS Job Shadow / Intern Placement Director | | | $888 |
| LHS Academic Team Coach - Fine Arts | | | $774 |
| LHS Academic Team Coach - Lang Arts | | | $774 |
| LHS Academic Team Coach - Math | | | $774 |
| LHS Academic Team Coach - Science | | | $774 |
| LHS Academic Team Coach - Soc Studies | | | $774 |
| LHS FACS Club | | | $774 |
| LHS French Club | | | $774 |
| LHS Lion Pride Club | | | $774 |
| LHS SADD Club | | | $774 |
| LHS Spanish Club | | | $774 |
| LHS Spell Bowl Coach | | | $774 |
| LHS Lion Recycling | | | $387 |

| MUSIC EXTRACURRICULUAR POSITIONS | | | 2026-2027 |
|---|---|---|---|
| Band Director | | | $2,778 |
| Vocal Music Director | | | $1,447 |
| Vocal Musical Director | | | $1,447 |
| Musical Stage Director | | | $1,110 |
| Musical Tickets / Publicity | | | $362 |
| Musical Choreography | | | $362 |
| Musical Costumes | | | $362 |
| Musical Props | | | $362 |
| **SUMMER ATHLETIC CAMPS** | | | **2026-2027** |
| Summer Camps - Sports | | | $1,694 |
| Per Sport Program with a minimum of 80 hr.<br>Pay is prorated if less than 80 hrs worked.<br>Other ECAs will be prorated in the event the ECA is not completed. | | | |

* = If student participation is sufficient to have a Varsity team per IHSAA rules, then an additional pool of funds in the amount of $1,555 will be available for the program. Funds allocation will require Program justification and Athletic Department approval.

**All coaches and sponsors, except for those working the Summer Athletic Camps, shall be paid at their current salary level until resigning from the current position or transferring to a new position. Any coach or sponsor who is new to a position will receive compensation on the above scale beginning with the 2016-2017 school year. Summer athletic camps will be paid at the above amount.**

**All certified teachers will be admitted free to all Loogootee Community School Corporation regular season athletic events except for post-season tournaments. Any certified employee who works two (2) athletic events in a year will receive a pass for a guest as long as the guest is accompanied by the certified teacher.**

**Any information in Appendix A-3 that is beyond salary, wages, and wage-related fringe benefits is the policy of the School Corporation, is for informational purposes and was not bargained.**

## APPENDIX B

## SALARY AND WAGE RELATED FRINGE BENEFITS

### A. HEALTH AND HOSPITALIZATION INSURANCE.

The Employee's and Board's contributions toward annual premiums will be as follows:

| Plan | Corporation Cost | Employee Cost | Total Premium |
|---|---|---|---|
| Employee | $ 9,067.65 | $ 719.07 | $ 9,786.72 |
| Employee/Spouse | $ 17,866.35 | $ 7,461.57 | $ 25,327.92 |
| Employee/Dependent(s) | $ 16,236.42 | $ 2,896.62 | $ 19,133.04 |
| Family | $ 18,519.53 | $ 9,284.47 | $ 27,804.00 |
| Two Classified Employee Family | $ 26,121.71 | $ 1,682.29 | $ 27,804.00 |

*Above denotes the 2026-2027 contributions toward annual health insurance premiums calculated from the 2025-2026 costs with the Corporation contributing 80% of the premium increase and the Employee contributing 20% of the premium increase. Any changes to premiums that take effect prior to the next contract ratification will be split 80 (Corporation) / 20 (Teacher).

The School Corporation will contribute $1,500 to a teacher's health savings account in four increments of $375 on the first pay in July, October, January, and April. At the age of 65 and in the month of the 65th birthday, the corporation will no longer contribute to the HSA per IRS regulations.

The School Corporation agrees to continue offering a "First Stop Health" (FSH) plan for all employees who participate in the School Corporation's health insurance plan free of charge to the employees. Participation in the program is optional.

Insurance is in effect starting the 1st of the month following the date of hire.

### B. INCOME PROTECTION INSURANCE.

The Board shall pay the full premium cost of income protection insurance coverage per School Employee. The Board's contribution, per year, per School Employee, shall be paid directly to the insurance company providing coverage and not to the School Employee. The insurance carrier and plan shall not be changed from the present except by mutual Agreement between the Board and the Association.

### C. GROUP LIFE INSURANCE.

The Board shall fully pay all but One Cent ($.01) of the cost of a group life and AD&D insurance coverage of One Hundred Thousand Dollars ($100,000.00) per Employee.

Retirees shall be eligible to stay in the life insurance program until the age of sixty-five (65) at no expense to the School Corporation. The Board's contribution, per year, per School Employee, shall be paid directly to the insurance company providing coverage and not to the School

Employee. Any change of plan or insurance carrier shall not reduce the benefits which were in effect immediately preceding this Contract.

To the extent the IRS regulations and the School Corporation's payroll system will allow it, the taxes assessed on the teacher's life insurance benefit will be spread out over the course of 26 pays (as opposed to taxes being taken out in one lump sum in a single paycheck).

**D. VISION INSURANCE.**

The Board shall pay the same cost toward a single or family vision insurance plan as the Board paid during the prior school year. The Board's contribution, per year, per School Employee, shall be paid directly to the insurance company providing coverage and not the Employee. The insurance carrier and plan shall be mutually agreed to and shall not be changed except by mutual Agreement between the Board and the Association.

**E. DENTAL INSURANCE.**

The Board shall pay the same cost toward a single or family dental insurance plan as the Board paid during the prior school year for each Employee. The Board's contribution, per year, per School Employee, shall be paid directly to the insurance company providing coverage and not to the School Employee. The insurance carrier and plan shall be mutually agreed to and shall not be changed except by mutual Agreement between the Board and the Association.

**F. LEAVES OF ABSENCE.**

**1. Sick Leave.**

Each Teacher in the Loogootee Community School Corporation shall be allowed sixteen (16) days leave to be used as sick leave for each year of employment. Unused sick leave days under this paragraph shall accumulate. The maximum number of days of sick leave that can be accumulated without loss of compensation is one-hundred twenty (120). A Teacher returning to employment by the Loogootee Community School Corporation after an approved leave of absence shall be entitled to the full number of sick leave days which were accumulated by the Teacher as of the effective date of the leave approval. These leave days may be used on a one-half (½) day basis. These days may be used for illness/injury of a Teacher's spouse, child including stepchild, father, mother, father-in-law, mother-in-law, or any other relative who at the time of illness/injury was living as a member of said Teacher's household. In the event ten (10) or more consecutive days are missed, the Administration may request a physician's statement verifying the need for continued absence. The days accumulated as sick leave days shall be the days utilized in calculating the severance pay benefit in APPENDIX B, paragraph G., but such accumulation shall be limited to one-hundred twenty (120) days for the purposes of said calculation.

A teacher may sell back up to 4 unused sick leave days at the end of the school year if the teacher has accumulated 90 days or more in their accumulated sick leave. The 4 days being sold back shall only come from the current year's sick leave day allotment and may not come from accumulated sick leave days. Teachers will continue to have the option of rolling over the days

into their sick leave accumulation or selling the days back. The School Corporation will buy back the days under this provision at the daily rate set by the School Corporation for substitutes with a valid teaching license. That daily rate for substitutes with a valid teaching license is currently $75.00 per day. Days bought back will be deposited into the teacher's VEBA account.

**2. Personal Leave**

a. Teachers will be allowed five (5) days per year to conduct personal business.
b. Personal days not used may accumulate to sick leave to the maximum of one hundred twenty (120) days allowed. Personal days may not be taken on days scheduled as a Professional Development Day on the school calendar. "Professional Development Days" refers to days before or after the 180 days with students.
c. Teachers may not use personal leave for more than four (4) consecutive school days at a time.
d. If a teacher desires to use personal leave time (whether in half-day or full-day increments) the day immediately preceding or the day immediately following a school break and/or holiday, then the teacher must submit a request and request specific approval to take such personal leave time on such date. The teacher may not make a request for the school year until the first professional day of the year in which the teacher wants to make the request. The Superintendent will determine whether the teacher's request will be granted or denied subject to the rules stated herein. A maximum of 6 teachers Corporation-wide may take personal leave on a day immediately preceding or immediately following a school break or holiday. If more than six (6) teachers request to take personal leave under this provision, then the Superintendent will grant the request on a first come first served basis. Teachers who have been granted the opportunity to use personal leave on a day immediately preceding or immediately following a school break or holiday within the three-year time period preceding the teacher's current request will automatically move to the back of the list and will forfeit two days for each day taken. The Superintendent may, in his/her sole discretion, deviate from the rules set forth herein if he/she determines that unusual or unique circumstances warrant an exception being made. For example, teachers may appeal to be allowed to use personal leave time under this subsection even if not requested ahead of time in the event of an emergency.

**3. Jury Duty Leave.**

When requested, a Teacher may serve on jury duty. The Board shall pay the Teacher his/her full salary on a per diem basis provided that such Teacher pay to the Board all pay received for such jury duty.

**4. Bereavement Leave.**

a. In the case of death in the immediate family of the Teacher, the Teacher is entitled to be absent without loss of compensation for a period of six (6) school days. The use of the six (6) school days is at the Teacher's discretion, up to one (1) calendar year from the death of the immediate family member. Immediate family is interpreted as including and is limited to: father, mother, sister, brother, wife, husband, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, legal

guardian, former legal guardians, and adoptive parents; or in the event a Teacher has a miscarriage or stillbirth.

Any other relative who at the time of death was living as a member of the Teacher's household may be considered as a member of the immediate family.

b. Bereavement leave of one (1) day shall be granted upon request for the funeral of an aunt or uncle, great aunt, great uncle, great grandparents, grandparent-in-law, niece, nephew, and when serving as a pallbearer. With submission of appropriate documentation, one (1) additional day shall be granted when attendance at a funeral under this subsection requires travel of over 100 miles from Loogootee.

c. Teachers who have used all of their personal leave may request consideration for leave that requires an exception to those named herein as immediate family. After investigation, the Superintendent or his designee shall submit such request to the Board along with his recommendations for decision and action by the Board. The Board shall solely determine whether such request will be granted. Under no circumstances shall more than one (1) day be allowed for said exception.

**5. Temporary Disability Leave.**

A temporary disability leave of absence may be granted to Teachers of the School Corporation on the following basis:

a. Application of Provisions.

This provision shall apply to leave in all cases where a Teacher is unable to teach because of a disability substantial in nature or duration, including major surgery, illness, childbirth or injury.

b. Notification.

After determination that such leave is imminent the Teacher shall give timely notice to the office of the Superintendent, in writing, of the anticipated date he/she wishes to commence said leave of absence and anticipated date of return.

c. General Provisions Covering Said Leaves Are as Follows:

(1) If said Teacher desires to continue his/her duty assignment prior to the commencement of said leave, such notice must include a written statement from his/her physician attesting to the Teacher's ability to continue performing the full schedule of the duties and responsibilities of his/her position and assignments. The Teacher will be permitted to continue on full active duty until such date, provided he/she does perform the full duties and responsibilities of his/her position and assignments and provides from time to time, upon request of the School Employer, additional certification from his/her physician of his/her full ability to continue performing the full schedule of the duties and responsibilities of his/her position and assignments.

(2) Said Teacher may elect to utilize his/her accumulated sick leave during his/her period of temporary physical disability provided a physician's statement and certification of physical disability is submitted to the office of the Superintendent for any said temporary disability absence of more than ten (10) consecutive days. While on said leave, sick leave days will be paid only for the number of assigned duty days the Teacher is absent which occur during the current Contract term, for which a physician certifies said Teacher to be physically disabled, limited to the extent of the number of sick leave days accumulated by the Teacher at the time said leave commences. Additional statements of certification by a physician of the temporary physical disability of said Teacher may be required for said disability which exceeds a duration of twenty (20) consecutive days. Said additional certification, when required, shall be submitted by said Teacher to the office of the Superintendent no later than the first (1st) day of each ensuing month after said twenty (20) consecutive day absence.

(3) If said leave extends beyond the first (1st) day of May of any year, the granting of said leave by the School Employer shall not prevent the School Employer from serving notice to said Teacher on or before May 1st that said Teacher's Contract will not be renewed, nor will the granting of said leave prevent the School Employer from invoking, initiating, and utilizing the procedures established by law for the cancellation of any indefinite Contract with a permanent Teacher.

**6. Adoption Leave.**

Adoption leave shall be treated the same as childbirth leave.

**7. Sick Leave Bank.**

a. The Board agrees to establish a Sick Leave Bank for all Certified Employees with the Board donating the first seventy-five (75) sick leave days to the Bank.

b. Each Certified Employee who wishes to be a member of the Sick Leave Bank may become a member by donating one (1) or more sick/personal leave days to the Bank. Such donations must be made not later than September 15th of each year for those who join the Bank after the 1997-1998 school year. Employees who are hired after the first (1st) day of a school year shall be given a minimum of fifteen (15) school days or until September 15th, whichever is later, to become a member of the Bank. The maximum number of days in the Bank shall not exceed four hundred (400) days, provided, however, said limitation shall be increased if necessary to allow an Employee new to the Corporation to join the Bank and contribute one (1) or more sick leave days.

c. At such time as the Bank is depleted to below seventy-five (75) days, an obligatory assessment of one (1) day shall be made upon all members of the Sick Leave Bank, which shall be deducted from previously accumulated sick leave.

d. A five (5) member Sick Leave Bank Committee will be comprised of the Superintendent or a designee, the Association President or his/her designee, and three (3) additional Association members who are appointed by the Association. The purpose of said committee is to administer the Sick Leave Bank.

e. Any member of the Bank wishing to use days from the Sick Leave Bank must first use all but four (4) of his/her own sick/personal leave days and accumulated sick/personal leave days before receiving days from the Bank. Requests to the Sick Leave Bank Committee for days from the Bank may only be granted by a majority vote of the entire committee.

f. Any member of the Bank may request days from the Bank due to his/her own illness/injury or due to illness/injury of the Employee's spouse, child including stepchild, father, mother, father-in-law, mother-in-law or any other relative who at the time of illness/injury was living as a member of said Employee's household. If an Employee is unable to apply for days from the Bank, a family member may make the request for him/her.

g. The maximum number of school days to be granted per Employee who is a member of the Bank shall be ninety (90) days per school year. The Sick Leave Bank Committee may grant more than ninety (90) school days in a school year for an Employee if there are extenuating circumstances.

h. Days donated to the Sick Leave Bank shall not cause an Employee to lose sick leave incentive pay.

i. All days donated to the Sick Leave Bank lose their identity as individual paid sick leave days.

j. When Employees who are members of the Sick Leave Bank leave their employment with the School Corporation, all donated days will be noted on personnel records as donated, not used.

k. A Sick Leave Bank status report shall be given to the Association President by October 1st of each school year.

**8. Personal Injury Leave.**

Absence due to injury incurred in the course of the Teacher's employment shall not be charged against the Teacher's sick leave days. The Board shall pay to such Teacher the difference between his/her salary and benefits received under the Indiana Workers' Compensation Act and from school insurance coverage for the duration of such absence. It is understood that the Teacher shall, upon request, provide a written statement from the Teacher's physician attesting to the fact that said Teacher is not able to teach due to the injury that was incurred.

**9. Association Leave**

The Corporation shall provide up to a total of (six (6) days of Association Leave for Association business. The use of these days will be determined by the President of the Association. These days may be used for lobbying, etc. at the discretion of the President.

**10. General Provisions Covering Leaves of Absence:**

(1) A Teacher returning from a leave of absence shall be given his/her same position in the same school when he/she returns. If this is not possible because of unusual circumstances, he/she shall be given a position for which he/she is certified.

(2) If, due to unusual circumstances, no position exists when a Teacher wishes to return from leave, the Board shall offer such Teacher the first (1st) position that becomes available for which the Teacher is qualified.

(3) Teachers returning from leaves of absence shall retain full credit for years of teaching service prior to the leave.

(4) Teachers returning from leaves of absence shall retain their status upon returning from leave.

## G. SEVERANCE PAY.

1. Severance Pay - Vesting Requirements. After completion of at least twenty (20) years of employment in the Loogootee Community School Corporation and being fifty-five (55) years of age or older, Teachers will be eligible for the following benefits:

2. Calculation of Benefit. Twenty ($20) a day for each unused sick/personal leave day *[one-hundred twenty (120) days]* at the time of severance. The severance payment will be deposited into each teacher's annuity plan.

## H. RETIREMENT PLAN.

### 1. Eligibility.

A. This section applies only to Teachers not employed by the Board of Trustees of the Loogootee Community School Corporation during or before the 2003-2004 school year.

a. 401(a) Account.

A Teacher who is eligible under this section shall be paid an amount equal to One Percent (1%) of his/her Contract salary each year to a 401(a) account for that Teacher provided that the Teacher makes an equal annual contribution to a 403(b). Such contributions shall be submitted each month.

b. Vesting.

Each account shall be vested upon the completion of six (6) years of service with the Loogootee Community School Corporation. Any forfeited amounts shall be placed in a forfeiture account controlled by the School Corporation. The School Corporation shall use the funds in said forfeiture account to fund future retirement obligations.

c. VEBA.

Beginning in 2005-2006, a Teacher who is eligible under this section shall be paid an amount equal to Three-Fourths of One Percent (0.75%) of his/her Contract salary each year to a VEBA account for that Teacher. Such contributions shall be submitted each month.

d. Vesting.

Each account shall be vested upon the completion of six (6) years of service with the Loogootee Community School Corporation. Any forfeited amounts shall be placed in a forfeiture account controlled by the School Corporation. The School Corporation shall use the funds in said forfeiture account to fund future retirement obligations.

B. This section applies only to Teachers who were employed by the Board of Trustees of the Loogootee Community School Corporation during the 2003-2004 school year.

a. 401(a) Account.

A Teacher who is eligible under this section shall be paid an amount equal to three quarters of one percent (0.75%) of his/her Contract salary each year to a 401(a) account for that Teacher provided that the Teacher makes an equal annual contribution to a 403(b). Such contributions shall be submitted each month. This new rate will begin on January 1, 2017.

b. VEBA.

A Teacher who is eligible under this section shall be paid an amount equal to One-Half of One Percent (0.5%) of his/her Contract salary each year to a VEBA account for that Teacher. Such contributions shall be submitted each month. This new rate will begin on January 1, 2017

## I. TEACHERS ON UNPAID LEAVE.

Teachers on approved leave may participate in the group insurance programs until eligible for Medicare. Unless otherwise required by law, these teachers are responsible for payment of their own insurance premiums while on unpaid leave.

Premiums shall be paid through the central office by the Teacher on leave. The Teacher shall leave twelve (12) post-dated checks with the central office made out to the insurance carrier. These checks shall be in the exact amount of the premium rate for regular school Employees.

## J. SICK/PERSONAL LEAVE INCENTIVE PAY.

During the school year, a Teacher who uses:

a. Zero (0) days of sick/personal leave days shall receive Five Hundred Dollars ($500.00)

b. One (1) or Two (2) days of sick/personal leave days shall receive Four Hundred Dollars ($400.00); or

c. Two and One-Half (2.5) days but no more than Four (4) days shall receive Two Hundred Fifty Dollars ($250.00).

The sick/personal leave incentive pay shall be received no later than July 1st after the school year is ended. In addition to the above sick leave incentive pay, any Teacher who is in his/her twentieth (20th) year of service or more in the Loogootee Community School Corporation who loses sick leave days due to the one-hundred twenty (120) day cap on sick leave accumulation shall receive Ten Dollars ($10.00) per lost sick leave day per year to be paid no later than July 1st after each school year is ended to each affected Teacher's 401A account.

## K. SECTION 125 OF THE REVENUE ACT.

Phase I and II have been implemented. All administrative costs will be assumed by the School Corporation. Any School Corporation savings belong exclusively to the School Corporation and individual savings belong exclusively to the individual Employee.

## L. CRIMINAL HISTORY CHECKS

The Board agrees to pay the cost for current employees of any and all expanded criminal history checks that are required by the School Corporation per I.C. 20-26-5-10. This provision shall only apply to current employees and is inapplicable to applicants for employment.

## M. TUITION REIMBURSEMENT FOR DUAL CREDIT AND ADVANCED PLACEMENT (AP) TEACHERS

If the School Corporation asks a teacher to go back to school to obtain his/her certification to teach either advanced placement courses or dual credit courses (under the new Higher Learning Commission standards), then the School Corporation will pay any costs that are approved by the Superintendent and are associated with the courses needed to obtain the requested AP or dual credit certification.

To receive this tuition reimbursement benefit, the teacher must sign a repayment agreement whereby the teacher will individually agree to be responsible for repaying tuition reimbursement funds to the School Corporation that have been paid to the teacher over a look back period beginning from the date of the teacher's resignation and looking back 5 years prior to that date (the "5 year look-back window"). If the teacher does not complete the credentialing program but the teacher has received reimbursement, then the teacher must repay 100% of the amount that has been reimbursed to the teacher. If the teacher resigns before completing the credentialing program but the teacher has already received reimbursement, then the teacher must repay 100% of the amount that has been reimbursed to the teacher. If the teacher completes the credentialing program and obtains his/her AP or dual credit certification, then the repayment schedule during the 5 year look-back window will be as follows:

a. If the teacher completes less than a 1 year contract post-credentialing, then the teacher will repay 100% of the reimbursement of all costs paid by the district.
b. If the teacher completes 2 contract years post-credentialing but does not complete a third contract, then the teacher will repay 75% of the reimbursement of all costs paid by the district.

c. If the teacher completes 3 contract years post-credentialing but does not complete a fourth contract, then the teacher will repay 50% of the tuition reimbursement of all costs paid by the district.
d. If the teacher completes 4 contract years post-credentialing, but does not complete a fifth contract, then the teacher will repay 25% of the tuition reimbursement of all costs paid by the district.
e. If the teacher completes 5 contract years post-credentialing, then the teacher's repayment obligation to the School Corporation will end.

No tuition reimbursement will be available if the courses taken by the teacher are taken through a free college or university program.

**2026 CBA COMPLIANCE CHECKLIST**

| Item | ✔ | Page No.[1] |
|---|---|---|
| School employer and exclusive representative identified | | 1 |
| Bargaining unit description matches the IEERB Order in effect at time of ratification | | 2 |
| Beginning and ending date of CBA (must end on or before June 30, 2027) | | 6 |
| Ratification date (must be on or after September 15 and at least 72 hours after TA meeting) | | 7-8 |
| Signed by School Board President, Secretary, or Vice President and Exclusive Representative | | 8 |
| General definitions (definitions that apply to the whole CBA) | | 2 |
| Grievance procedure (if arbitration used, must indicate if advisory or binding) | | 3 |
| Contract interpretation provisions (e.g., severability, supremacy, savings clauses) | | 2 |
| Salary for new teachers (amount, schedule, or method of calculation) | | 11 |
| Wages/compensation for ancillary duties | | N/A |
| Wages/compensation for extracurricular duties | | 12-14 |
| Compensation for extended contracts | | 2 |
| Public hearing and public meeting attestations (include electronic participation information) | | 6-7 |
| Compensation Plan | | |
| If there are no salary increases, CBA includes a statement to that effect | | 10 |
| Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers) | | 11 |
| Full-time classroom teacher (instructs students at least 50% of the workday) salaries are at least $45,000 | | 11 |
| Base salary differentiation for possession of literacy endorsement | | 11 |
| Salary increases | | N/A |
| If using optional eligibility criteria, the criteria are described and separate from factors | | N/A |
| Based on at least two of the five statutory factors (must use academic needs factor) | | N/A |
| Definitions of factors (e.g., experience, academic needs, instructional leadership) | | N/A |
| How much each factor contributes to increase (by points, percentage, amount, etc.) | | N/A |
| Maximum possible salary increase or method for calculating clearly identified | | N/A |
| Academic needs is at least 10% of the maximum possible salary increase calculation | | N/A |
| Education plus experience (excluding reduce the gap and teacher retention catch-up increases) does not exceed 50% of the maximum possible salary increase calculation | | N/A |
| If using a salary increase to reduce the gap, it must: (1) be clearly identified and (2) actually reduce the gap | | N/A |
| If using a teacher retention catch-up salary increase it must: (1) be clearly identified, (2) attributed to a factor, (3) describe the teachers to whom the catch-up increase applies, (4) describe the increase amount or method of calculating, and (5) describe how the increase amount represents a comparison to the starting salary of new teachers | | N/A |

Reminders:

1. Make sure <u>all</u> salary increases are included and described in the compensation plan.
2. If you include non-bargainable items for informational purposes only (e.g., number of ECA positions, number of extended contract days, etc.), be sure to include a statement to that effect.
3. Ensure all date references in the CBA reflect the current contract period.
4. Ensure that the CBA is uploaded to <u>Indiana Gateway</u> by November 15th to avoid a declaration of impasse.
5. Ensure that the electronic participation information in CBA matches information in Indiana Gateway.

[1] IEERB encourages parties to number the pages of their CBA. If there are no page numbers, parties should identify the Article or Section number of the particular item (e.g., Art. I Sec B; Sec IV #2, etc.).