

*M.S.D. of Boone Township
and
Professional Educators of
Porter County
AFT Local #4852*



Collective Bargaining Agreement

July 1, 2018 - June 30, 2019

Board ratified November 13, 2018

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Agreement Between
the
M.S.D. of Boone Township
and the
Professional Educators of Porter County
AFT Local #4852

ARTICLE I:
INTRODUCTION

A. Parties

The term *parties* shall refer to the School Board of M.S.D. of Boone Township and the Professional Educators of Porter County, AFT Local #4852, defined in Article I.C.2 and C.3.

B. Recognition Clause / Composition of Bargaining Unit

The Board of M.S.D. of Boone Township hereby recognizes Professional Educators of Porter County (PEPC) as the exclusive representative of the bargaining unit, comprised of all certificated professional educators, except as hereinafter noted in Article I.C.1, *teacher*.

C. Definitions

1. The term *teacher*, when used in this Agreement, shall refer to all certificated personnel employed by M.S.D. of Boone Township except the Superintendent, Assistant Superintendent, Principals, Assistant Principals and Athletic Directors. The bargaining unit membership is subject to change at any time by order of the Indiana Education Employment Relations Board.
 - a. For the purpose of this Agreement, an *Athletic Director* is defined as one who evaluates members of the coaching staff or who has a voice in the retention, assignment, or dismissal of coaches on the staff.
 - b. For the purpose of this Agreement, a *Principal* is defined as one who formally evaluates teachers and programs and who has the authority to recommend dismissal or retention of teachers.
 - c. Teachers who work fewer than thirty (30) hours per week shall receive all eligible benefits and salary on a prorated basis unless specified differently in this Agreement (e.g., ARTICLE VI., Section A. Life Insurance which is provided, in full, to all teachers).
2. The term *School Board*, when used in this Agreement, shall refer to the School Board of the M.S.D. of Boone Township and shall be synonymous with the terms “employer,” “Board,” and “Corporation.”

3. The term *Professional Educators of Porter County*, when used in this Agreement, shall refer to and be synonymous with “the Exclusive Representative,” “Professional Educators of Porter County/AFT #4852,” “PEPC,” and “Union.”
4. The term *Parties*, when used in this Agreement, shall refer to the School Board and PEPC.
5. The terms *School Board* and *Professional Educators of Porter County* shall include authorized officers, representatives, and agents of said organizations.
6. The term *School Corporation*, when used in this Agreement, shall refer to M.S.D. of Boone Township, of the County of Porter, of the State of Indiana.
7. The term *Immediate Family* shall be defined as spouse, child, step-child, parent, mother-in-law, father-in-law, step-mother, step-father, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchildren, uncle, aunt, or a dependent who resides in the household of the teacher.
8. The term *hourly rate* is defined as the pay rate computed using the regular teacher’s base contract salary divided by one thousand eighty (1,080) hours.
9. *Year of experience* is defined as having been employed by the school for at least 120 days in the prior school year.

ARTICLE II:
SALARY/WAGES

A. Compensation Plan

1. Salary Range: Lowest Current (2018–2019 school year) Base Salary is \$36,000.00 and the Highest Current Salary is \$63,500.00
2. Minimum base salary for new teachers hired in the 2018-2019 school year is \$36,000.00 and the highest salary is \$63,831.00.
3. Compensation Plan: The increase of salaries is dependent upon the school corporation not being in a deficit financing position.
4. ECAs, including extra-curricular academic positions, will remain at the current levels. These positions and their compensation will be reviewed in the future and will be dependent on state funding levels.
5. Some teacher benefits will increase annually because they are currently tied to teacher salaries. These include the Teacher’s Retirement Fund, social security, and long term disability insurance.
6. MSD of Boone Twp. will make \$51,275.00 available exclusively for increasing teacher salaries for the 2018-2019 contract. This amount will be allocated by

dividing this amount equally by the number of eligible teachers of the CBA. Each teacher will receive a total of \$827.00 [\$331.00 (on base salary), \$496.00 (stipend)].

7. An increase in a teacher's compensation will be based on two factors:
 - Effectiveness/Evaluation rating of Effective or Highly Effective for the 2018-19 school year (70%)
 - Experience, defined as having been employed by the school corporation for at least 120 days in the previous school year (30%)

Teachers must satisfy both factors to receive a salary increase.

8. An increase in compensation will be distributed as follows:
 - a. A teacher will receive a \$250.00 **stipend** for each Advanced Placement (A/P) or Dual Credit course that they teach. The **stipend** will be paid at the end of the semester.
9. **Only teachers who receive an evaluation rating of Effective or Highly Effective will be eligible to receive any compensation (salary increase or stipend) distribution.**
10. Teachers rated **Ineffective or Improvement Necessary** in the prior school year are not eligible for any salary increase in the current year. Teachers rated **Ineffective or Improvement necessary** in the prior year remain at their prior year salary, are not placed on to a new salary schedule, and do not advance on the current salary schedule.

B. **Other Permissible Salary Items**

- a. The Corporation will pay three percent (3%) of each teacher's contract amount to the Teacher Retirement Fund (TRF) as noted at the bottom of the adopted salary schedule.
- b. Compensation for extended teacher contracts will be based on the teacher's regular daily rate.

C. **Payroll Options**

At the teacher's option, he/she will receive his/her contracted salary in twenty-one (21) or twenty-six (26) paychecks. Enrollment in and withdrawal from pay options is continuous. Said changes must be made by the individual teacher no later than the Friday preceding the first pay of the contract year, or when a teacher signs his/her individual teacher contract, whichever comes first.

D. **Ancillary and Extra-Curricular Activity Pay Schedule**

1. Professional Development
 - a. The rate of pay for teachers involved in pre-approved professional development activities outside of regular school hours shall be \$20.00 per hour up to a maximum of six (6) hours per pre-approved day.

ARTICLE III:
Wage/Salary-Related Fringe Benefits

A. Leaves

1. Sick Leave/Family Illness Leave: Each teacher shall be entitled to be absent from work for Sick Leave/Family Illness Leave for a total of ten (10) days each year, without loss of compensation. Additionally, teachers shall be entitled to use their total number of previously accumulated Sick Leave/Family Illness Leave days, as necessary. Unused days shall be accumulative to a maximum of one hundred and eighty-three (183) days. Teachers will be notified of their accumulated sick days on the first day of school.

Teachers with more than 183 accumulated days of sick leave on the first day of school each year and who continuously maintain more than 183 days of accumulated days of sick leave shall receive a one-time stipend equivalent to the number of days above the 183 day maximum, times twenty-five percent (25%) of the daily beginning bachelor salary. If on the first day of any future school year the accumulated number of accumulated days of sick leave falls below 183 days of sick leave, the teacher will not be compensated and they will no longer be able to participate in the program. Regardless if they exceed 183 days of accumulated sick leave in future years. Our records indicate that there are seven teachers qualified. No new members will be added after August 15, 2017.

If, at the time of retirement, a qualified teacher has more than 183 accumulated days of sick leave, the teacher shall receive a one-time stipend for said days in excess of 183 days. The rate of payment shall be twenty-five percent (25%) at the beginning bachelor salary times the number of days in excess of 183 days. This amount, however, will not be added to the contract amount for the school year just completed. Said amount will be paid on or before June 30 of the year the teacher retires.

One (1) day of accumulated sick leave may be used for personal illness during summer school. (Two [2] summer school days equals one [1] accumulated sick day.)

In accordance with I.C. 20-28-9-10, for a teacher who has accumulated one (1) or more sick leave days in the previous school corporation, they shall be added to his/her second year and each succeeding year, up to three (3) sick days per

year until the accumulated days to which the teacher was entitled to in his/her last employment are exhausted.

2. Bereavement Leave: In the case of death in the immediate family, a teacher shall be allowed a maximum of five (5) days with no loss of pay and no loss of sick leave (See definitions Article I C7: *Immediate Family*)

Other Family Members: In the case of death of other family members who are not within the definition of Immediate Family, as stated above, two (2) consecutive days of leave shall be granted for the attendance at a funeral.

Funeral of a Friend: One (1) day of leave will be granted for attending a funeral of a friend.

Additional Bereavement Leave may be granted by the Superintendent from the teacher's accumulated Sick Leave/Family Illness Leave.

3. Court Duty Leave: Any teacher who is called for jury duty or is a subpoenaed court witness shall receive a leave of absence to fulfill his/her civil obligation. The teacher will be paid the difference between his/her full pay as a teacher and compensation for jury duty or as a witness. Evidence of both services and remuneration is to be provided by the teacher. Court duty leave does not apply to employees who have a need to appear in court for personal matters or because of litigation against the school corporation.
4. Assault Leave: Sick days will not be deducted from a teacher's total number of accumulative number of sick days for injury suffered completing his or her professional duties as the result of actions taken by a student or parent. The number of days or hours must be authorized by a licensed physician. The Board may, at district expense, require another licensed physician's examination and determination of necessary leave.
5. Personal Business Leave: Each teacher shall be entitled to three (3) days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of employment. The Parties strongly urge teachers not to take Personal Leave on the day before or the day after any breaks in the regular school schedule.

To provide the building principal a better opportunity to secure a qualified substitute, a request for Personal Leave should be presented to the building principal no later than the day before the leave is to be taken.

In the event of an emergency where prior notice is not possible, teachers may make this request verbally. The Personal Leave form must be submitted on the day he/she returns to work.

One unused personal day from the prior school year will automatically be added to the current year for a total of four (4) personal days. If no personal days are available for retention, then only three (3) days of personal business would be available for the current school year. Any other unused personal days roll into sick days. The statement "personal business" is sufficient reason to warrant use of this leave.

6. Legal Leave:

- a. A teacher called for jury duty shall receive full compensation, but shall return to the corporation any pay he/she received for the jury duty. A teacher is allowed to keep any mileage money he/she may receive for serving on a jury.
- b. Court leave with pay shall be granted to teachers under subpoena for the time necessary to make appearance(s) in any court proceedings, provided the teacher is not a party in litigation whose interests are adverse to M.S.D. of Boone Township or officials of M.S.D. Boone Township. All monies received by a teacher for witness fees, equal to the amount being paid to the teacher by the Corporation, shall be turned over to the School Corporation. Travel expenses allowed by the court may be retained by the teacher.

7. Professional Leave: The Parties recognize the importance of coordinated and collaboratively developed professional development activities.

- a. Following an opportunity for a teacher to volunteer, the superintendent may pay a teacher at a rate of \$20.00 per hour for professional development activities outside the regular school hours. Professional development activities will be based on a six (6) hour day for a maximum pay of \$120.00 per day.
- b. The school board agrees to provide, during the school year, 70 days to the teachers to attend/participate in professional development activities if funds are available for professional development. Teachers who work in multiple buildings will request professional leave from the building where the majority of their day is spent. Days may be transferred between buildings as needed, but not to exceed the maximum days. The superintendent has the final say on all professional leave requests.
 - 1) Attending and/or participating in educational conferences, workshops, seminars, or meetings of local, state, and national educational organizations (except for union-related or legislatively-related meetings, unless approved in advance by the Superintendent);

- 2) Visitation to other schools or educational institutions for the purpose of observing instructional techniques or other instructionally oriented programs; and
- c. Reasonable reimbursement will be made by the Board for such approved professional leave to cover the cost of registration, accommodations, and transportation at the current Internal Revenue Service (IRS) rate. The total amount of reimbursement shall be determined and approved by the Superintendent.
 - 1) Whenever possible, the Corporation will make payments directly to the conference host.
 - 2) When payment must be made by the teacher, reimbursement will be made to the teacher following the School Board meeting at which the teacher's claim for such reimbursement is approved by the Board.
- d. Professional leaves (e.g., participation on an AdvancED evaluation team) may be approved by the Board with only one (1) day being deducted from the total pool of professional leave days noted in Subsection G-2 above.
- e. Administration-initiated professional leave will not be deducted from the pool of professional leave in excess of two (2) days per teacher.
 - 1) One (1) day per teacher granted such request will be deducted from the total teacher pool for the ensuing school year.
 - 2) Reimbursement will be made for teacher incurred expenses on the first pay at the beginning of the new school year.
- f. It is understood that all leaves granted under Section 6 (Professional Leave) are subject to the approval of the Superintendent.

8. Sick Leave Bank:

- 1. Purpose: To relieve its members from the undue financial burdens of long-term work absences caused by a certified teachers or certified administrator's illness, injury, or incapacitation sufficiently severe to make the SLLB member's presence in school inadvisable.
- 2. Participation:
 - a. All certified personnel in MSD of Boone Township may participate.
 - b. All donated days lose their identity.
 - c. When certified personnel leave MSD of Boone Township employment, all donated days will be noted on the personnel record as donated, not as used.

3. Structure:

Sick Leave Bank: A voluntary certified teacher and certified administrator sick leave bank is in existence. A new member must contribute one (1) sick leave day each year for three years. In order to qualify for membership in the sick leave bank, a teacher or administrator wishing to participate shall notify the designee of the Board in writing of his/her intention to participate on or before the last school day of September. Such authorization shall remain in force until the participating teacher withdraws from the program in writing.

- a. The bank is sustained by voluntary participation and voluntary donations of one (1) sick day by qualifying personnel each year.
 - 1) The bank will be open for voluntary donations from new teachers or other certified personnel during the first twenty (20) contract days of each school year.
 - 2) Certified personnel employed at a date after the opening of the school year will have twenty (20) school days after the employment date to contribute.
 - 3) Upon retirement from MSD of Boone Township, certified employees in their last year of employment may donate up to 10 days to the SLB if it has fallen below 300 days. Written notification of the donation is to be provided to the School Corporation by the employee when the employee submits a letter of retirement.
- b. Should the SLB fall below 300 days, all current members will make a second contribution of one (1) additional day. No further requests for contributions from members shall be made during that school year, even if the SLB becomes totally exhausted. If the SLB is exhausted, no further loans can be granted that school year. However, any SLB member may voluntarily contribute up to ten (10) days to keep the bank functioning.
- c. If a teacher does NOT make a second contribution, said individual ceases to be a member for the remainder of that year, subject to the following exception: any person who drew or is drawing days from the SLB during the year in question, such individual shall remain a member for the remainder of that year, even though that individual does not contribute the second day.
- d. The bank will be a continuous school-year-to-school-year entity.
- e. The Sick Leave Loan Bank Committee consisting of three (3) Union members appointed by PEPC along with one (1) administrator and one (1) designee appointed by the Superintendent will be established. The Sick Leave Bank Committee will review all applications of individuals desiring to borrow personal illness days from the bank. The decision of the Sick Leave Bank committee will be final.

4. Use of Bank:

- a. Withdrawal:

- 1) Presentation of a completed Sick Leave Loan Bank Application by a SLB member or an immediate family member should the SLB member be unable to complete the application must be submitted to the Superintendent. The Superintendent will notify the SLB Committee.
- 2) Requests for the use of the Sick Leave Bank shall be made by presentation of sufficient medical evidence (i.e. a medical documentation) to the Sick Leave Bank Committee here under provided. Participating members can be granted up to 60 days per year depending on the medical need. On October 1 of each school year (beginning with 2016-2017), members shall repay days to the Sick Leave Bank at a rate of 3 days per year until all days have been repaid. At any time, members wishing to pay a greater number of days, or all the days owed, he/she may do so. If a member dies or retires before his debt is repaid, any days remaining in his sick leave account shall be placed in the Sick Leave Bank up to the number of days owed. After those days are placed in the Sick Leave Bank the debt shall be considered repaid.

If a member needs to borrow additional days the following year due to medical issues where evidence is confirmed by a physician and the need is approved by the committee, he/she may do so even if the total of days used has not been repaid. He/she will only be granted 20 days at a time. The member can come before the committee up to three (3) times to request days for a total of 60 days.

- 3) Within 3-5 days the application will be acted upon. A member of the committee shall notify the Superintendent and the applicant of the decision of the Committee.

5. Repayment of loaned days:

- a. Members of the Sick Leave Bank shall repay the borrowed days at the rate of not less than three (3) days per school year until the loan is repaid. The days may be repaid from accumulated days the rate of the qualifying member when the days were granted, or through a combination of either.
- b. Personnel who have donated at least ten (10) days to the Sick Leave Bank, and who have not previously borrowed from the bank or who do not have an outstanding balance, may use those ten (10) days without repayment following the same application and approval process as stated in Section 4.
- c. A recipient who leaves the employment of MSD of Boone Township and still owes a quantity of days to the Sick Leave Bank:
 - 1) May have the dollar value of the remaining days deducted from his/her final paychecks at the rate teacher sub pay when the days were granted.

- 2) May transfer any accumulated sick days to the bank as repayment of the loan.
- 3) Shall use a combination of either.
- d. Recipients who retire, or become totally or permanently disabled after borrowing days from the SLB are exempt from repayment of loaned days. If the recipient dies before the borrowed days are repaid, repayment of the days will not be requested from the recipient's estate.
9. Adoptive Leave: Up to five (5) days leave may be charged, at the teacher's discretion, to his/her accumulated Sick Leave/Family Illness leave days.
10. Requested Leave: The Board, upon written request of a teacher, may grant a leave of absence for up to one (1) year for any reason. The leave may be with or without compensation, and with or without insurance, at the discretion of the Board.
11. Union Leave: The President of PEPC, or his/her designee:
 - a. Shall be given the equivalent of six (6) days of release time per school year, with pay, for the purpose of and not limited to conducting the business of PEPC and legislative related activities. These days may be used in ½ day increments.
 - b. May use teacher non-instructional time for PEPC business.
12. Medical Appointments: Teachers may leave their place of employment for the purpose of an appointment with a dentist or a doctor up to thirty (30) minutes before their normal departure time. Principals may require that the teacher leaving early present proof of the time and date of the appointment.

B. Insurance and Annuities

1. Life Insurance

Each teacher, regardless of the number of hours worked per week, shall be provided with a \$50,000 term-life insurance policy, with double indemnity, upon payment of one (1) dollar toward the total cost of the policy.

2. Long-Term Disability

The Board agrees to provide each teacher, regardless of number of hours worked per week, with long-term disability insurance at a cost of one (1) dollar. The plan and the carrier are subject to agreement by the Parties.

3. Health and Dental Insurance

Health and dental insurance will be provided through the Porter County School Employees' Insurance Trust. PEPC shall be represented on the Health Insurance Trust's Board of Trustees whose purpose is to improve benefits and/or the cost of insurance. If the Porter County Schools Employees Insurance Trust disbands the plan and the carrier are subject to agreement by the Parties.

Health and/or Dental Insurance will be provided to all teachers who work a minimum of thirty (30) hours per week. Eighty (80) percent of the cost of either a single or a family plan will be paid by the corporation. This Agreement permits married teachers to each take a single membership, but does not require the corporation to make a cash reimbursement to any employee who chooses not to enroll in this medical benefit. Those teachers on Medicare shall have eighty (80) percent of their monthly insurance premium paid by the corporation.

- a. Upon regular, full payment of the premium by the retiree, he/she will be permitted to continue on the group health and insurance plan until the last day of the month in which the teacher is sixty-five (65) years of age, or the age of Medicare eligibility, whichever comes first.
- b. If the teacher is receiving Retirement Pay after the date of retirement, the Board, upon request of the teacher, shall reduce the Retirement Pay by an amount equal to the health insurance premium times the number of years the teacher wishes to enroll in the health insurance plan. This money shall be used to pay the teacher's annual health insurance premium. If the money is insufficient to pay the premiums for the stated period, the retiree shall pay the remainder of the premium or will be dropped from the group policy. The early retiree shall be allowed to participate in Section 125 if the IRS will provide written approval of this provision.
- c. A teacher, whose employment terminates at the end of the school year or who retires at the end of the school year, may continue all insurance coverage up to the insurance anniversary date. (The current anniversary date is October 1.)

4. Vision Insurance

The Board agrees to provide each teacher under contract as of September 1, 2002, regardless of the number of hours worked per week, with vision insurance (for either a single or family plan) at the cost of one dollar (\$1.00). Any teacher employed on a regular teachers contract after September 1, 2002 must work at least thirty (30) hours per week to qualify for this benefit. The plan and the carrier are subject to agreement by both Parties.

5. Section 125

Any changes to the current Section 125 Flexible Fringe Benefit Plan, of the IRS Code will be subject to mutual agreement by the Parties. Employees may have an amount not to exceed \$2,400.00 (two thousand four hundred) for un-reimbursed medical costs and \$5,000.00 (five thousand) for dependent care expenses allocated for Section 125. All flexible spending account agreements entered into between provider and employee are to be paid in their entirety to the corporation if claims are presented and have been paid on behalf of the employee in advance of payroll deductions.

The corporation will inform teachers annually of the availability of a Section 125 plan.

6. Tax Sheltered Annuities

At the teacher's request, payroll deductions shall be made for tax sheltered annuities. The process by which annuity providers are to become qualified, the window periods for teacher enrollment, and other provisions related to the process are contained in ARTICLE III.D.2.

The corporation will continue to offer two enrollment opportunities each year, September 1st – 15th and January 1st – 15th. It is during this period that an eligible participant may begin a wage assignment to the approved vendor, or adjust the amount of deposit currently being made, or stop any current deposit. Wage assignment to a vendor may also be terminated at any time by notifying the corporation in writing.

C. Retirement Benefits

1. Establishment of New Ongoing Retirement Plan

a. Each teacher shall have the option of investing in the plan up to the maximum allowed by federal law. The School Corporation shall make contributions in the following manner.

1) For teachers who are serving consecutive contract years one (1) through five (5), the corporation shall deposit an amount equivalent to one percent (1%) of that teacher's base contract salary (not including extra-curricular pay) into a 401(a). Upon signing a sixth (6th) consecutive individual teacher contract, the corporation shall make contributions according to Section 3.b of this agreement. A teacher becomes vested

upon completing his/her sixth (6th) consecutive year of teaching at M.S.D. of Boone Township.

- 2) For teachers who have signed their sixth (6th) consecutive individual teacher contract or more, contributions will be matched by Corporation up to one percent (1%) of that teacher's basic contract salary (not including extra-curricular pay). When the teacher has contributed the amount determined to be one percent (1%) to their 403(b) account, the School Corporation will contribute that amount to that teacher's 401(a) Plan account. The School Corporation's contribution will be made as soon as possible but not later than sixty (60) days after the date that the teacher's specified amount (one percent) has been contributed. The School Corporation will contribute a maximum of one (1%) per school year for any teacher contributing one percent (1%) or more.
 - 3) Once a teacher is vested, M.S.D. of Boone Township contributions to the 401(a) become the property of the vested teacher. If the vested teacher dies while still employed at M.S.D. of Boone Township, the 401(a) contributions go to the beneficiaries or the estate.
 - 4) RIFFED Teachers who are not VESTED in the 401 (a) plan established by the Corporation, shall have their Employer Portion Monies of the 401 (a) plan remain dormant during their layoff period. If a RIFFED teacher is re-hired in the 27 month interval their status as a member of the 401 (a) plan will remain intact. If a RIFFED teacher is not re-hired during the 27 month interval of the recall list, their employer portion of the 401 (a) will be forfeited to the Corporation and the money will be equally re-distributed amongst all of the remaining active members. This forfeited money from the 401 (a) plan also applies to members who are either terminated or choose to leave the district before they are vested.
- b. The "Vendor" or its agent shall be the sole administrator of employer contributions to the 401(a) Plan.
 - c. School teachers will have the option of continuing to invest their dollars in tax-deferred annuities for which money is already being deducted from the teacher's salary, if any, or the tax-deferred annuity offered by the Vendor.
 - d. Once contributions are made, the teacher will be deemed 100% vested in the employer matching contribution amounts upon completion of their sixth consecutive year of teaching for the School Corporation. Consecutive years of service with M.S.D. of Boone Township prior to the effective date of this CBA count toward satisfaction of the six-year vesting period.
2. Participation in Health Insurance Plan Upon Retirement

A retiring teacher may continue, until eligible for Medicare, to participate in the group health/dental and/or vision insurance programs available to other teachers by paying the monthly premium(s) in advance to the corporation. The teacher must have been participating in these insurance plans at the time of their retirement. (In accordance with IC 20-28-9-20)

3. **Joint Responsibility**

The Exclusive Representative warrants that this agreement has been ratified by a majority of its members and duly adopted by PEPC in accordance with its rules and regulations as a valid, enforceable and binding modification to the CBA. The Exclusive Representative shall not enter into any action against the Board arising from the Board's compliance or attempted compliance with this agreement. The Exclusive Representative and the Board agree to hold joint responsibility in defending the implementation of this retirement plan from any claim, demand, judgment, or other form of liability under state and federal law brought by teachers or others. The Parties shall share equally in the cost of any such defense.

D. Other Permissible Wage/Salary Related Options

1. Pay Dates

- a. At the teacher's option, he/she will receive his/her contracted salary in twenty-one (21) or twenty-six (26) paychecks. Enrollment in and withdrawal from pay options is continuous. Said changes must be made by the individual teacher no later than the Friday preceding the first pay of the contract year, or when a teacher signs his/her individual teacher contract, whichever comes first.
- b. During years when the twenty-six (26) pays do not occur in twenty-six (26) equal intervals, the extra week without pay shall fall during the month of August.

2. Payroll Deductions

- a. Unless otherwise specified in this agreement, all payroll deductions shall be forwarded to the agency specified by each teacher who has requested such payroll deductions. This includes, but is not limited to direct payroll deposits, portions of payroll, Federation dues, and tax sheltered annuities (TSAs).
 - 1) Deductions that can be made by electronic transfer shall be forwarded upon withholding specified amounts from each payroll.
 - 2) In those instances where electronic transfer is not an option, deductions shall be forwarded immediately upon withholding from a teacher's paycheck.

- b. The Board agrees, upon written authorization of teachers, to deduct from the paychecks of teacher's dues for PEPC as directed by the authorization, and to transmit the proceeds of such deduction to the Treasurer of PEPC.\
- c. The Board agrees to make COPE (Committee on Political Education) deductions from teacher paychecks upon the written request by a minimum of ten (10) teachers. COPE deductions will be made from ten (10) consecutive paychecks in an amount of not less than one dollar (\$1.00) per teacher per paycheck. The proceeds of such deductions shall be transmitted to the Treasurer of PEPC in a check separate from the dues deduction check.

ARTICLE IV:
GRIEVANCE PROCEDURE

- A. A claim that there has been a violation, misinterpretation, or misapplication of any approved rules or regulations, or agreements of the M.S.D. of Boone Township Schools shall be the basis for processing a formal grievance at the discretion of the grievant.
- B. A grievant may be an individual teacher, a group of teachers, or the Union. If the grievant is other than the Union, the grievant has the right to have a Union representative present at every step of the grievance process.
- C. To initiate the grievance procedure, the grievant shall first discuss the alleged grievance with their immediate building administrator.
- D. If, after this initial meeting, the grievant believes a grievance still exists, the formal grievance procedure may be invoked by setting forth in writing to their immediate building administrator using on the form in this Agreement in Appendix D (i.e., Grievance Form-Basic Information).
- E. Within five (5) school days of receipt of the grievance, the administrator shall meet with the grievant in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing within five (5) school days of meeting and shall furnish a copy to the Union. (See C.)
- F. If the grievant is not satisfied with the disposition of the grievance, or if the administrator has not responded within the time limitations set forth in Section E, the grievant may submit a copy of the written grievance to the Superintendent. If the administrator in Sections C through E is the Superintendent, the procedure proceeds directly to the next step - Section G. If the administrator is other than the Superintendent, then the procedure continues through Sections F and G.

At this step, the Superintendent shall meet with the grievant within five (5) school days of receipt of the written grievance in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) school days of said meeting and shall furnish a copy of the disposition to the

Union. (The form titled Formal Grievance-Level II is to be used for this step. See Appendix C.)

- G. If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits set forth in Section F, a copy of the written grievance may be submitted to the School Board. Within fifteen (15) school days of submitting the grievance to the Board, the grievant may appear before the School Board in executive session in an effort to resolve the grievance. The School Board shall indicate its disposition of the grievance in writing within five (5) school days of said meeting and shall furnish a copy of the disposition to the Union. (The form titled Formal Grievance-Level III is to be used for this step. See Appendix C.)
- H. The time limits provided in this Article shall be strictly observed but may be extended by a written agreement between the parties. In the event a grievance is filed at the end of the school year, the parties shall agree upon a time line for processing the grievance in the most expedient manner.
- I. Notwithstanding the expiration of this Agreement, any grievance arising thereunder may proceed through this grievance procedure to resolution.
- J. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE V:

CBA Term & Ratification Section

This Agreement is made and entered into by and between the M.S.D. of Boone Township and the Professional Educators of Porter County, AFT Local 4852, and shall be effective July 1, 2018 – June 30, 2019.

- A. The Parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual agreement of the Parties, properly ratified, in a written Amendment hereto.
- B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, or become illegal by enactment(s) of the legislature, said provision shall be automatically deleted from this Agreement only to the extent it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted provision. Substitute provisions shall be negotiated promptly and be subject to proper ratification.
- C. Copies of this Agreement shall be printed by the Superintendent, within an agreed time period, after the Agreement is signed. These copies shall be given to the Union for distribution.

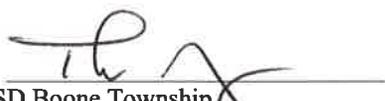
This Agreement is so attested to by the parties whose officers and members' signatures appear below.

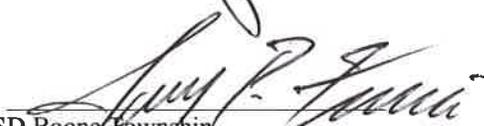
FOR M.S.D. OF BOONE TOWNSHIP

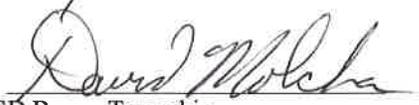
By 
Superintendent, MSD Boone Township

By 
MSD Boone Township

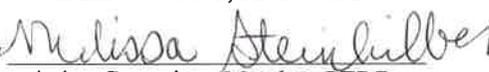
By 
MSD Boone Township

By 
MSD Boone Township

By 
MSD Boone Township

By 
MSD Boone Township

FOR THE PROFESSIONAL EDUCATORS
OF PORTER COUNTY, AFT #4852

By 
Negotiating Committee Member, PEPC

By 
Negotiating Committee Member, PEPC

By 
President, PEPC

APPENDIX A

**M.S.D. OF BOONE TOWNSHIP
EXTRA-CURRICULAR SCHEDULE
2018-2019**

Position	15-16 Base		Position	15-16 Base		Position	15-16 Base	
Boys Basketball		16,330	Wrestling		4,320	Department Chairs		2,304
Varsity	5,138		Varsity	3,500		Business	384	
J.V.	3,213		Middle School	820		Science	384	
C-Team	2,151		Baseball		5,769	Math	384	
Eighth	1,835		Varsity	3,203		English	384	
Seventh	1,583		J.V.	1,521		Social Studies	384	
Sixth	825		Middle School	1,045		Health / P.E.	384	
Fifth	825		Softball		4,874	Academic Coaches		4,464
Fourth	380		Varsity	3,203		Coordinator - HS	805	
Third	380		J.V.	1,521		Coordinator - Elem.	311	
Girls Basketball		16,330	Middle School	150		Math	558	
Varsity	5,138		Track		9,485	Social Studies	558	
J.V.	3,213		Boys Varsity	2,327		English	558	
C-Team	2,151		Boys Assistant	1,164		Science	558	
Eighth	1,835		Girls Varsity	2,327		Fine Arts	558	
Seventh	1,583		Girls Assistant	1,164		Interdisciplinary	558	
Sixth	825		M.S. Boys	1,100		Misc.		8,978
Fifth	825		M.S. Girls	1,100		Drama Club	1,900	
Fourth	380		MS Assistant (Min. 35)	303		HS Drama Asst.	400	
Third	380		Misc.		13,238	MS Drama Club	1,011	
Volleyball		10,518	Pep Block/HS Cheer	1,761		National Honor Society	547	
Girls Varsity	3,158		Pom Pons	1,483		Jr. National Honor Soci	547	
Girls J.V.	1,626		MS Cheerleaders	764		Science Club	191	
Boys Varsity	2,233		Band	2,405		HS STOP	191	
Boys J.V.	1,347		Jazz Band	949		German Club	191	
Girls 8	1,077		HS Choir	1,233		Spanish Club	191	
Girls 7	1,077		MS Choir	538		Jr. Class Prom Sponsor	696	
Cross Country		4,646	Auditorium Director	633		Art Club	191	
High School	2,278		HS Student Council	846		HS Spell Bowl	532	
Assistant	1,140		MS Student Council	506		MS Spell Bowl	385	
Middle School	925		Yearbook	1,140		Elem Spell Bowl	310	
Assistant (Minimum 35)	303		MS Yearbook	400		Elem Art Club	189	
Soccer		4,418	Sr BPA	380		Circle the State	385	
Varsity Boys	2,209		MS Mentoring	200		ES Science Fair -Hourly	20.09	Cap \$250
Varsity Girls	2,209		Prof. Stipends-Hourly		20.00	Olympiad -Hourly	20.09	Cap \$400
Column Totals		52,242			37,686	Elem Athletic Coord.		1,121
Grand Total		105,674	Hourly Positions not included in Totals					

3% TRF will be paid in addition to the above

APPENDIX B

GRIEVANCE PROCEDURE FORM

GRIEVANCE TRACKING

Grievance # _____ Grievant _____

Union Representative _____

Union Representative investigates alleged grievance with Grievant _____
Date _____

- Complete the Grievance Form - Basic Information
- Determine follow through based on merit of grievance.

Informal discussion with Administrator (ARTICLE V, C) _____
Date _____

Level I Grievance - Administrator (ARTICLE V, E)

Date filed _____

Date/Time of hearing _____
(Must be within 5 school days of filing)

Date of written disposition _____
(Must be within 5 school days of filing)

Level II Grievance - Superintendent (ARTICLE V, F)

Date filed _____

Date/Time of hearing _____
(Must be within 5 school days of filing)

Date of written disposition _____
(Must be within 5 school days of filing)

Level III Grievance - School Board (ARTICLE V, G)

Date filed _____

Date/Time of hearing _____
(Must be within 5 school days of filing)

Date of written disposition _____
(Must be within 5 school days of filing)

APPENDIX B

GRIEVANCE PROCEDURE FORM

Grievance Form - Basic Information

Professional Educators of Porter County

AFT Local #4853

A. _____ B. _____
Grievance # (i.e. 1998-1, 1998-2, etc.) Grievant's Name

C. _____
Date(s) cause of grievance occurred

D. Statement of Grievance:

Use reverse side if necessary

E. Policy, approved rules, regulations, or article of agreement of which there has been a violation, misinterpretation, misapplication.

F. Relief sought (remedy):

Signature of Grievant

Signature of PEPC Representative

Date

Date

APPENDIX B

GRIEVANCE PROCEDURE FORM

Informal Level Grievance Report

(to be completed by PEPC)

A. _____
Date/Time of informal meeting

B. Persons attending informal meeting: _____

C. Results of meeting:

Signature of Grievant

Signature of PEPC Representative

Date

Date

_____ Grievance resolved, or

_____ Grievance to proceed to Formal Level I

APPENDIX B

GRIEVANCE PROCEDURE FORM

Formal Grievance - Level I

This form is to be submitted along with the

Grievance Form - Basic Information

(To be completed by administrator if other than the superintendent)

A. _____ B. _____
Date/Time written formal grievance filed Date/Time of formal meeting

C. Persons attending informal meeting: _____

D. Disposition of grievance by said administrator:

Date of Written Disposition Signature of Grievant Date

Signature of said administrator Date Signature of PEPC Representative Date

If grievance is resolved at this level, attach the GRIEVANCE RESOLUTION AGREEMENT.

APPENDIX B

GRIEVANCE PROCEDURE FORM

Formal Grievance - Level I I

This form is to be submitted along with the
Grievance Form - Basic Information
(To be completed by Superintendent)

A. _____ B. _____
Date/Time written formal grievance filed Date/Time of formal meeting

C. Persons attending informal meeting: _____

D. Disposition of grievance by Superintendent:

Date of Written Disposition Signature of Grievant Date

Signature of Superintendent Date Signature of PEPC Representative Date

If grievance is resolved at this level, attach the GRIEVANCE RESOLUTION AGREEMENT.

APPENDIX B

GRIEVANCE PROCEDURE FORM

Grievance Resolution Agreement

Grievance # _____ Grievant _____

Date of Level I Filing _____ Subject of Grievance _____

It is agreed by the parties that Grievance # _____ shall be resolved in the following manner:

For the Corporation

For PEPC

Date

Date

APPENDIX C:

BUYOUT AGREEMENT OF ARTICLE X (prior to July 1, 2004)

This contract entered into this 8th day of June, 2004 by and between the Board of School Trustees of M.S.D. Township, hereinafter called the "School Employer" or "School Corporation," and the Professional Educators of Porter County / AFT 4852, hereinafter called the "Exclusive Representative, "PEPC," or the "Union."

Whereas, the School Employer and the Exclusive Representative agreed to a new collective bargaining agreement (hereinafter the "CBA" _ on the 12th day of October, 2004 with the understanding that they would consider the substitution of benefits (hereinafter the "Annuity Benefit") in lieu of the retirement benefits described in Article X.A and B of the CBA, and

Whereas, the parties have reached an agreement with respect to said substitution.

NOW THEREFORE, the School Employer and the Exclusive Representative hereby agree that Article X "Retirement and Severance" in the CBA is of no further force or effect and shall not apply to any teacher retiring or severing employment with the School Corporation on or after July 1, 2004. However, those teachers who retired employment from the Corporation before July 1, 2004 shall be eligible to receive the retirement benefits under the Retirement and Severance Pay as described in Article X of the status quo contract dated July 2002 – June 2003.

A. Elimination of Benefits under Article X of the CBA.

In lieu of (but in no event in addition to) the benefits described in the CBA under Article IX.A., upon retirement from M.S.D. of Boone Township the teacher must meet both the following requirements in order to be entitled to the Retirement Annuity Benefit:

1. In the fiscal year (July 1 through June 30) of the teacher's retirement, the retiring teacher must be at least fifty-five (55) years of age.
2. Immediately prior to retirement, the teacher must have completed not less than ten (10) years of service to the M.S.D. of Boone Township.

B. Buy-Out Contributions

401(a) Plan

The School Corporation shall establish a qualified retirement plan as described in section (401(a) of the Code (the "401(a) Plan"). Once the total sum of the amount calculated by Educational Services Company (ECS) as the present value for Retirement and Severance Pay less FICA amounts (the Buy-Out Amount") has

been determined, 100% of that amount shall then be contributed by the School Corporation to the 401(a) Plan. The School Corporation and Union shall select the single investment vendor for the 401(a) Plan, except that the following shall apply:

1. Account. Each teacher will have an account established for receipt of the initial annuity amount for the Retirement and Severance amount. Contributions to the 401(a) Plan will be deposited in due course into each teacher's account, and each teacher may direct how his or her account shall be invested among the available investment options.
2. Vesting. Until such time that a teacher has satisfied the eligibility requirements, the teacher shall have no right to or access to the assets held for his or her benefit in the 401(a) Plan accounts.
3. Distributions. Following retirement/severance and the satisfaction of the requirements, a retired teacher may elect to take distributions from his or her 401(a) Plan account. Following retirement/severance and the satisfaction of the requirements, a teacher shall be responsible for managing this account in accordance with section 401(a) of the Code. If a teacher shall die after having satisfied the vesting requirements, the deceased teacher's 401(a) Plan account(s) shall be distributed to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from their 401(a) Plan account(s).
4. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. However, to the extent allowed by applicable law, the School Corporation shall be reimbursed for its reasonable expenses incurred in the administration of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the 401(a) Plan assets held either in the separate accounts of the teachers or otherwise under the 401(a) Plan in a reasonable manner as determined by the School Corporations.
5. Additional Plans. The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan.

APPENDIX D:

**CONSENT TO DEDUCT COSTS ASSOCIATED WITH SICK BANK DAYS FROM
FINAL PAYCHECK**

I _____, hereby consent and acknowledge as follows:

- I am an employee of the Metropolitan School District of Boone Township (the “District”).
- I am eligible to voluntarily participate in the employee Sick Leave Loan Bank. I understand, agree, and acknowledge that if I elect to use borrowed days from the Sick Leave Loan Bank pursuant to its terms, procedures, and policies, I am responsible, obligated, and liable for repayment of those borrowed days. I may elect to repay borrowed days by contributing accrued days back to the Bank at a rate of no less than (3) days per school year and/or by making monetary payment to the District for the dollar value it cost the district in substitute teacher pay for the days I was absent and used borrowed Sick Bank day(s).
- In the event that either (1) I leave the employment of the District (except upon retirement, total or permanent disability, and/or death) and still owe unpaid borrowed days to the Sick Bank, or (2) I elect to repay days via a monetary payment instead of contributing accrued days, I hereby consent and agree as follows:
 - The borrowed Sick Bank days are an advance for vacation pay.
 - I consent and agree that the District may deduct from my paycheck a dollar amount equal to the cost the District incurred in substitute teacher pay for the days I was absent and used borrowed Sick Bank day(s).
 - Upon my written request, the District will provide me with an itemized invoice detailing the monetary amounts owed by me for used Sick Bank days.
- The terms of this consent shall be revocable at any time by me, pursuant to Indiana Code § 22-2-6-2(a)(1)(C).

Signature of Employee

Signature of Authorized
Representative of the District

Printed Name of Employee

Printed Name of Authorized
Representative of the District

Title of Authorized Representative of
the District