

CONTRACT AGREEMENT

BETWEEN THE

BOARD OF SCHOOL TRUSTEES

OF THE

PORTAGE TOWNSHIP SCHOOLS

AND THE

PORTAGE ASSOCIATION OF TEACHERS

July 1, 2020 - June 30, 2021

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## ARTICLE 1

### RECOGNITION

- A. When used in this contract, the Board of School Trustees of the Portage Township Schools shall hereinafter be referred to as the “Board”. The Portage Association of Teachers, an affiliate of the Indiana State Teachers Association and the National Education Association, shall hereinafter be referred to as the “Association”. The Board hereby recognizes the Association as the “exclusive representative”, as defined in IC 20-29-2-9, of all “school employees”, as defined in IC 20-29-2-13. This recognition shall continue for the duration of this contract and shall continue automatically unless successfully challenged in accordance with IC 20-29-5-3. It is understood and agreed to by both parties that the Indiana State Teachers Association and the National Education Association are not parties to this contract.
  
- B. The terms “school employee”, “school employees”, “teacher”, or “teachers” are used synonymously in this contract and shall refer to all persons except those specifically excluded in the next sentence, under contract with the Portage Township Schools as prescribed by the laws of the State of Indiana, whose official assignment requires a teacher’s license issued by the State of Indiana. Specifically, excluded from the bargaining unit are the superintendent, assistant superintendents, principals, assistant principals, business manager, assistant business manager, transportation director, data processing director, attendance officer, athletic director, assistant athletic director, G-T/Reading coordinator, Chapter I director, adult education director, adult education teachers, food services director, library-media director, head school nurse and other supervisors as the term “supervisor” is defined in IC 20-29-2-19.
  
- C. All references to gender in this agreement shall apply equally to either sex.

## **ARTICLE 2**

### **GRIEVANCE PROCEDURE**

- Section 1 A claim by a school employee or group of school employees that has been adversely affected by a violation, misinterpretation or misapplication of any provision of this contract, may be processed as a grievance as hereinafter provided. All written grievance forms shall be signed by the aggrieved employee(s).
- Section 2 Nothing contained herein shall be construed to prevent any school employee or group of school employees from initiating a grievance, proceeding through formal Step I and having the grievance adjusted, if the adjustment is not inconsistent with the terms of this contract. The Association shall be entitled to be present and present its views at any grievance meetings held pursuant to this section.
- Section 3 Any formal, written grievance submitted at Step II or beyond shall require the signature of the Association.
- Section 4 The Association may initiate a grievance on its own behalf if the governing body of the Association believes that the Association has been adversely affected by a violation, misinterpretation, or misapplication of any provision of this contract.
- Section 5 In the event a school employee or group of school employees believes that there is a basis for a grievance, the following steps are to be followed:

#### **STEP I**

The school employee shall, within twenty (20) days after the alleged violation, complete "Grievance Report Form: Step I" and submit the grievance form to the building principal. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance, provisions of the contract allegedly violated, and the relief sought shall be submitted by the school employee to the Association. Within ten (10) school days of receipt of the Grievance Report Form, the immediate supervisor and persons of his choosing shall meet with the school employee and/or the Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance within five (5) school days after such meeting by completing his portion of the Step I Form and returning it to the school employee and his designated representative.

If the occurrence being grieved is the result of a purported contract violation by the

superintendent and/or assistant superintendent and affects more than one (1) building, the "Grievance Report Form" after being completed by listing the buildings involved and by being signed by at least one (1) individual school employee from each building involved may be filed directed with the superintendent, thus eliminating Step I and going directly to Step II.

## STEP II

If the grievance is not satisfactorily resolved in Step I, or if no disposition has been made within the above time limits, the grievant and the Association shall within ten (10) school days complete "Grievance Report Form: Step II" and submit it to the Superintendent. Within ten (10) school days the Superintendent and/or his designated representative shall meet with the grievant and/or the Association in an effort to resolve the grievance. Within ten (10) school days of the meeting, the Superintendent shall indicate in writing his disposition by completing his portion of the Step II Form and forwarding it to the grievant, the Association and the supervisor who was involved at Step I. If the grievant fails to forward the Grievance Report Form to the Superintendent within ten (10) school days after receiving the disposition from the supervisor (Step I), then the grievance shall be considered waived.

## STEP III

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the period provided in Step II, the Association may submit a written appeal to the President of the Board of School Trustees within fifteen (15) working days of the receipt of the written disposition by the Superintendent or his/her authorized representative, or in the event the Superintendent or his/her authorized representative fails to issue a written disposition within the time limit, within thirty (30) working days of the appeal of the grievance to Step II. The Board of School Trustees will review the grievance, make its decision, and notify the Association at the earliest opportunity. The decision of the Board shall be final.

Section 5 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the school employer may use its best efforts to process such grievance prior to the end of the school term. If the grievance is not resolved prior to the end of the school year, the term "school day" shall be interpreted as weekdays (Monday - Friday).

Section 6 The cost of all grievance forms shall be borne by the Association and available from the building representative.

Section 7 In the submission of any forms to individuals involved in the grievance process, dated and signed receipts shall be required to certify that individuals concerned have received the required notification.

Section 8 All formal meetings required in STEP I and STEP II of the grievance process shall be at a mutually agreeable non-instructional time.

### **ARTICLE 3**

#### **LEAVES**

##### **A. PTO Days (Paid Time Off Days)**

1. School employees shall be given a total of thirteen (13) contract PTO days with pay per year. A teacher must report to work for one (1) day in a given school year prior to being awarded any PTO for that year's benefit days. These days shall be the first used in any given year and all 13 days shall be exhausted before any accumulated leave days may be used. A teacher who is in need of a day due to extenuating circumstances must notify Human Resources as soon as possible. If a teacher is absent three consecutive days a doctor's release may be required before returning to work.
2. When all PTO (current and accumulated) days have been exhausted, an employee who needs additional leave time may apply for extended leave pursuant to Section-D of this Article.
3. Unused PTO days shall accumulate from year to year without limit as sick days pursuant to section K.
4. Teachers shall make use of on-line resources for reporting absences and securing substitutes.
5. PTO shall be used for illness, family illness or personal business. Using PTO immediately before or after a PTS scheduled break is not permissible unless for illness, family illness or personal illness. Teachers who demonstrate chronic attendance problems or abuse PTO policy shall be subject to progressive discipline.
6. Leave for pregnancy and/or adoption purposes shall be covered by FMLA. All sick/PTO days will run concurrent with FMLA days. Should the leave time exceed the number of available days an employee has accumulated, the balance shall be taken without pay. The extended sick leave bank (described in Section D) does not apply to leave resulting from pregnancy. All PTO days do not need to be exhausted to apply for FMLA. Teachers on FMLA will not be eligible for attendance stipend. A teacher may save up to thirteen (13) days to be used post FML days to be used for personal or family illness upon a written request to the Benefits office before the leave begins.

## **B. SICK LEAVE - SUMMER SCHOOL**

1. Summer school employees shall be given one (1) additional sick leave day (not accumulative and not deducted from sick leave) to be used for personal illness during summer school. Summer school employees shall not be entitled to use accumulated sick leave during summer school. After a summer school employee uses his/her one (1) sick leave day, future absence during summer school shall be without pay.

## **C. ACCUMULATED SICK LEAVE**

1. When accumulated sick leave days have been exhausted, an employee that needs additional leave time may apply for additional sick leave pursuant to Section D.
2. If a school employee is absent two (2) consecutive weeks or more, the school employer may request the school employee have a release from his physician verifying readiness to return to work.
3. Unused PTO days shall accumulate as sick leave from year to year without limit.
4. Accumulated sick leave shall not be used for reasons other than the intended purpose. Accumulated sick leave shall not be used to extend or take a vacation or a holiday.
5. All or part of leave taken by a school employee because of a temporary disability caused by pregnancy may be charged at her discretion, to her available accumulated sick leave days. Beginning with the birth of the child, an employee may be absent from her position due to temporary disability up to forty-two (42) calendar days. An employee may use up to thirty (30) days of her available accumulated sick leave during this temporary disability. The thirty (30) day temporary disability may be extended upon verification by a physician, in which case the appropriate number of available accumulated sick leave days may be used.

**D. EXTENDED SICK LEAVE**

1. A school employee who has become disabled due to serious illness or accident and who has exhausted his/her sick leave days, shall be eligible to apply for extended sick leave and receive additional sick leave days according to the following schedule:

| <u>Years in Portage</u> | <u>Maximum Days of Eligibility</u> |
|-------------------------|------------------------------------|
| 0-4                     | 25                                 |
| 5                       | 30                                 |
| 6                       | 35                                 |
| 7                       | 40                                 |
| 8                       | 45                                 |
| 9                       | 50                                 |
| 10                      | 54                                 |
| 11                      | 58                                 |
| 12                      | 62                                 |
| 13                      | 66                                 |
| 14                      | 70                                 |
| 15                      | 74                                 |
| 16                      | 78                                 |
| 17                      | 82                                 |
| 18                      | 86                                 |
| 19 or more              | 90                                 |

Extended sick leave pay shall be at sixty dollars (\$60) a day.

Once a school employee has been granted extended sick leave he reverts to the status of a school employee with zero (0) years experience in the Portage Township Schools and must therefore begin again to re-establish eligibility for extended sick leave according to the established table. An employee, after being granted extended sick leave benefits, shall not be eligible for any additional sick leave benefits during the same school year.

A joint committee composed of two (2) members of the Association and three (3) members representing the school employer shall administer the program. The President of the P.A.T. shall appoint the representatives of the Association. The Superintendent of Schools shall appoint the representatives of the school employer.



If days are needed on an intermittent basis they will be awarded on an as needed basis. If abuse of the leave is suspected the employee will be asked to provide certified documentation from a physician to substantiate the need for a given day.

Applications for use of extended sick leave shall be filed with the Superintendent of Schools, who will forward the same to the administering committee with his recommendation. The committee shall review each application and recommend that the school employer grant or deny it. Said application and committee recommendation shall be returned to the Superintendent of Schools, who shall then file the completed forms with the school employer. The Superintendent shall inform the applicant of their decision regarding the amount of extended sick leave days to be granted.

#### **E. FAMILY MEDICAL LEAVE ACT (FMLA)**

Portage Township Teachers shall be eligible for leave under the Family Medical Leave Act (FMLA). A teacher must meet all Federal and State requirements for leave under the act.

The school employee must provide thirty (30) days notice if the need for the leave is foreseeable. Failure to provide thirty (30) days notice for a foreseeable leave may cause the leave to be denied until thirty (30) days after the school employee first gave the required notice of the foreseeable leave. If the need for the leave is not foreseeable, the school employee must give notice to the appropriate central office administrator as soon as practicable.

The school employee may be required to provide medical certification to support the request for any leave based on a serious health condition. The school employee must provide the requested medical certification within fifteen (15) calendar days after the request was made. Failure to submit the required medical certification may result in the denial of the leave or denial of the continuation of the leave. The school employee may be required to submit to additional medical examinations in order to obtain second and third medical opinions (at the Board's expense) to verify the need for the leave.

The twelve (12) month period in which the twelve (12) weeks of family leave entitlement occurs will consist of a rolling twelve (12) month period for eligibility and leave purposes. All available PTO and accrued sick time will run concurrently with FMLA.. A teacher may save up to

thirteen (13) days to be used post FMLA upon a written request to the Benefits Office before the leave begins. During the FML, the school employee's medical benefits will be continued at the same level as they existed prior to the leave. School employees will be required to pay their share, if any, of the premium payments in the following ways:

- a. If accrued paid vacation, personal business, sick, or other qualifying paid leave is substituted for all or part of any otherwise unpaid FML, the school employee's share of the premiums will be paid by payroll deduction.
- b. If the teacher has exhausted all available paid leave, payment must be made by the teacher at the same time as the teacher's share of the premium payments would be made if by payroll deduction.
- c. If the leave is foreseeable, school employees may choose to prepay the premiums through increased payroll deductions.

The Board may recover from the school employee any premium payments missed by the school employee during FML. The Board may, in certain circumstances, also recover from a school employee its share of premiums the Board paid during a family medical leave if the employee fails to return to work after the school employee's FML entitlement has been exhausted.

During the leave, the school employee may be required to provide periodic reports on his/her status and intent to return to work following the leave. Requested information must be provided within fifteen (15) days of the request.

Upon the school employee's return from FML, the school employee will be restored to his/her former position, or an equivalent position, with equivalent pay, benefits, and other employment terms.

#### **F. UNPAID MEDICAL LEAVE**

An employee who has extenuating medical circumstances, and has exhausted all other leave time, including, but not limited to, accumulated sick leave, sick bank days, FMLA, yet still has a need of absence from work due to extenuating medical conditions, may request an unpaid leave of absence for up to one

semester. Said application shall be made to Human Resources in writing, with medical documentation specifying the need for the leave and the length of the leave. Requests shall be made at least two (2) weeks (14 calendar days) before the start of the leave, whenever possible. The employee on medical leave may remain on insurance at the full cost of said benefits. Pre-Payment for the benefits will be arranged through the Benefits Office. Upon return the employee will receive consideration for the first open position for which they are certified to teach. In the event that there is a Reduction In Force (RIF) the employee on leave is subject to RIF as if they were not on leave. Employees shall have no expectation to return to the same classroom or building. This leave is not intended to extend a maternity/paternity leave past the 12 weeks of FMLA.

#### **G. WORKER'S COMPENSATION**

Portage Township Schools shall follow all requirements of an employer as set forth in the State of Indiana Worker's Compensation Laws, policies, and procedures. It is the responsibility of the employee to make a first report of injury within 24 hours of the injury.

#### **H. PART TIME EMPLOYEES LEAVE**

1. Part-time employees will be entitled to leave benefits proportionate to their contract and assignment.

#### **I. RELIGIOUS HOLIDAY**

1. If an employee needs to be absent from his/her assigned duties because of the observance of a holiday recognized by his/her established religion the employee may use a PTO day.

#### **J. BEREAVEMENT**

1. School employees shall be granted up to five (5) school days of absence per occurrence in the case of death in the immediate family during the school year. In the case of a delayed memorial or funeral service a variance in the starting date of the leave may be granted by the Superintendent or designee. Up to one (1) bereavement day may be saved to attend to estate business or delayed memorial for one school year. The immediate family shall be construed to mean spouse, child, stepchild, brother, sister, parent, stepparent, spouse's parent,

brother-in-law, sister-in-law, grandparent, spouse's grandparent, grandchild, son-in-law, daughter-in-law or other persons living in the same household as the school employee. In the case of the simultaneous death of more than one (1) member of the above defined immediate family, only one (1) five (5) school day leave shall be granted, and provided further, that in the event of the death of a second member of the above defined immediate family occurring during the five (5) school day period following a first death, a new period of five (5) school days will begin effective with the date of such second death.

2. School employees shall be granted an absence of one (1) school day in the case of the death of an aunt, uncle, niece, or nephew of the employee or the employee's spouse.
3. Bereavement leave absences shall be with pay and not deducted from the employee's PTO/sick leave, but the number of days to which an employee is entitled shall not be cumulative.

#### **K. LEGAL COMMITMENTS**

Absence from duty caused by compulsory jury service or a subpoena to appear as a witness in court shall be without loss of pay. In such a case a school employee shall turn in his check for such service to the administration office and shall receive full pay from the school district. Travel expenses authorized by the court, in conjunction with these legal commitments, may be retained by the school employee.

Legal commitment involved in this section does not cover court appearances where the individual appears in court regarding matters of a personal nature such as plaintiff/petitioner, or as respondent in a civil action resulting in a judgment against the employee, or as a defendant in a criminal action resulting in a conviction.

#### **L. ASSOCIATION AND PRESIDENT'S LEAVE**

The school employer may grant Association Leave for state legislative lobbying up to a maximum of fifteen (15) days with pay for the purpose of attending the State Legislature.

The president of the Association, or his designee, may use a maximum of twelve (12) contract days per school year, with pay, to conduct Association business of the Portage Township Schools. Additional days may be granted at the discretion of the Superintendent.

Leave requests, including a purpose for the request, must be approved by the Association president and submitted in writing to the Superintendent, prior to said leave when possible.

The Association shall reimburse the Portage Township Schools for the cost of the substitute for all teachers involved in Association leave.

## **ARTICLE 4**

### **STAFF DEVELOPMENT**

- A. Short-term professional leave is defined as leave to participate in conventions, conferences, workshops and school and classroom visitations, attendance at which will contribute to the improvement of the Portage Township School Corporation's instructional program. Application forms for professional leave must be submitted to the building principal at the elementary or the secondary level. Upon approval of the Superintendent or his designee, professional leave with pay will be granted to school employees by the school employer. If possible, an application for professional leave must be submitted thirty (30) days in advance.

If the professional meeting involves being absent from a school employee day the expense of the substitute will be paid by the school employer. Under special circumstances, a substitute may not be required.

Individuals attending professional meetings during vacation time, weekends, and days not scheduled on the regular school calendar will be given special consideration for expenses. A report on the conference, convention, workshop, or school visitation attended shall, upon request, be submitted.

The school employer will pay the following for food, lodging, and mileage expenses in accordance with the current School Board policy.

1. Claims must be submitted on forms prescribed by the State Board of Accounts (available in each school office). Receipts for food, lodging and travel (plane or train tickets), must be attached to the claim form.
- B. A "Staff Development Fund" will be established and funded in the amount of nine thousand dollars (\$9,000) per calendar year. This fund is to be available to the professional staff as follows:
1. Reimbursement of expenses for tuition or registration for a class,

workshop or seminar taken beyond the regular certification requirements, which enhances a school employee's competency in his/her teaching assignment. Classes taken to meet a State requirement for Continuing Education Credit or as a part of a degree program shall not qualify unless the committee determines that the class will have a direct impact on the students in the classroom.

2. Application for reimbursement shall be made in writing and submitted at least thirty (30) days prior to the first class session or scheduled date for the workshop or seminar. Applications for classes, workshops, or seminars that involve time during the school employee's regular scheduled work day as scheduled on the adopted school calendar, must receive approval through section "B" of this Article before any action can be taken under this section.
3. Maximum reimbursement per class, workshop, or seminar, shall not exceed the actual cost, or three hundred dollars (\$300) whichever is less.
4. A school employee is eligible for such reimbursement one (1) time per calendar year.

A joint committee composed of four (4) members of the Association and two (2) members representing the school employer shall administer the fund. The President of the Association shall appoint the representatives of the Association. The Superintendent shall appoint the representatives of the school employer. The committee shall meet and review each application for reimbursement and determine whether to grant or deny it. Said application with the committee recommendation shall be returned to the school employee with a duplicate copy to the appropriate Assistant Superintendent.

## **ARTICLE 5**

### **INSURANCE**

**A. Selection of Carriers**

The carrier underwriting the group policies for disability, life, health, dental insurance and I.R.S. Section 125 shall be mutually selected on an annual basis coinciding with the anniversary date of said policies.

The coverage provided in the respective group insurance policies shall not be changed without the mutual agreement of the Association and the Board.

**B. Liability Insurance**

The School employer will provide without cost to the employee, liability insurance to protect employees from legal suits due to the performance of their duties.

**C. Medical**

The school employer shall make available a group health insurance program, for all full-time employees who are employed on a Regular Teacher's Contract or a Teacher's Temporary Contract for a minimum of one (1) semester, through a mutually agreed upon carrier.

The employee will have the option of three (3) plans. The teacher may choose to participate in the Traditional Plan, the Consumer Driven Health Plan 1 or the Consumer Driven Health Plan 2.

The school employer shall pay 90% of the total premium of CDHP1, 77% of CDHP 2, and 54% of the PPO plan. Any increase due to tobacco usage will be absorbed by the employee. The employer paid HSA contributions shall remain at the 2018-19 rates.

There shall be no increase in medical insurance premiums for the 2020-2021 school year.

Employees using tobacco products shall pay a "Tobacco Use" charge

School employer contributions to the Health Savings Accounts shall be made on a monthly basis, for all qualified employees at the rates outlined in Appendix C. A qualified employee must be participating in either the Consumer Driven Health Plan 1 or 2 and have an open/active HSA with the preferred Portage Township School Corporation financial institution. The contributions to the Health Savings Accounts shall be deposited into the accounts no later than the first pay of the

month.

The school employee's share of the monthly health insurance premiums shall be deducted from the biweekly paychecks.

The amount paid by the employer for each enrolled part-time school employee shall be the same percentage of the amounts listed above as the part-time employee's contract is of a full-time contract.

The medical insurance policy will be effective the first day of the month after the employee's first scheduled day of work. Necessary forms must be completed and returned to the business office. For new employees starting the school year the effective date will be accepted only according to the terms of the master contract issued by the insurance underwriter.

Changes in membership, which must be in accordance with the carrier's policies as specified in the insurance contract and within thirty (30) days of the date of eligibility, may be made effective the first day of any month by completing a change form in the Benefits Office. Master policy language as stated in the contract between the School Corporation and the insurance carrier shall take precedence over anything stated here.

#### **D Dental Care**

Full-time employees who are employed on a Regular Teachers Contract or a Teachers Temporary Contract for a minimum of one (1) semester shall be eligible to participate in the dental plan. For an employee choosing to participate in the dental plan the employer shall pay 80% of the family or single premium for the dental insurance program. The dental insurance enrollment period for new employees shall be the first thirty (30) days after the employee's first scheduled day of work. The dental insurance policy will be effective the first day of the month after the employee completes the initial thirty (30) day enrollment period. The school employee's share of the monthly dental insurance premiums shall be deducted from the biweekly paychecks.

#### **E Vision Care**

Full-time employees who are employed on a Regular Teacher Contract or a Temporary Contract for a minimum of one (1) semester shall be eligible to participate in the Vision Care Plan. The cost to the employee shall be \$6.50 annually deducted one time annually. The vision care enrollment period for new employees shall be the first thirty days after the employees first scheduled day of work. This amount may be adjusted upward, if necessary, at plan renewal dates. All bargaining unit members shall be eligible to participate in the Vision Care Plan. The Vision Care Plan may be dropped at the discretion of the local



Association.

**F Health Clinic**

Employees and their dependents who participate in the PTS insurance plan shall have access to the PTS Clinic and Wellness Center for routine and/or urgent care needs. This clinic is in partnership with Northshore Health Services. Clinic appointments will be free to participants and prescriptions may be filled at the Northshore pharmacy at discounted prices. Initially costs for the clinic will be paid for using insurance reserve monies shared proportionately between the reserve teacher fund and the reserve administrators fund. Costs will revert to the savings from the self-insured fund when sufficient funds become available. The benefits committee will provide guidance and make the recommendation.

**G Disability Insurance**

Full-time employees who are employed on a Regular Teacher Contract or a Teachers Temporary Contract for a minimum of one (1) semester shall be eligible to participate in the long-term disability plan. If elected, the school employer shall provide to the school employee a disability insurance policy to the extent of a minimum of sixty-six and two-thirds percent (66 2/3%) of the school employee's basic monthly income. Disability insurance will become effective ninety (90) consecutive calendar days after the school employee becomes disabled and will continue until age sixty-five (65). Said benefits from this program shall be coordinated with other such disability benefits as prescribed by law. Each school employee shall contribute one dollar (\$1.00) per year toward payment of this benefit. The cost to the employee shall be deducted one time annually. The enrollment period for new employees shall be the first thirty (30) days after the employee's first scheduled day of work.

**H Life Insurance**

Full-time employees who are employed on a Regular Teacher Contract or a Teachers Temporary Contract for a minimum of one (1) semester shall be eligible to participate in life insurance. If elected, the school employer shall provide to the school employee a group term life insurance policy of fifty thousand dollars (\$50,000). For employees who are seventy (70) years of age or older, the employer shall contribute an amount equal to the amount contributed on behalf of younger employees and the employee shall be covered in whatever amount of life insurance that amount of premium will purchase.

1. Beneficiary information will be kept on file by the Benefits Office. Updates to beneficiaries shall be the responsibility of the individual school employee
2. The enrollment period for new employees shall be the first thirty (30) days after the employee's first scheduled day of work. The effective date will be October

- 1 if hired at the beginning of a new contract year, or first of the month following the thirty (30) day waiting period.
3. Coverage will terminate at the earlier of retirement or expiration of the current contract year. If employment ends mid-year, coverage terminates the last day of employment.
  4. Cost to the school employee shall be one dollar (\$1.00) per year. The cost to the employee shall be deducted one time annually

**I IRS Section 125**

The school employer shall offer an I.R.S. Section 125 program based on the Revenue Act of 1978 and acts amendatory and supplemental thereto. The provider of services and services provided related to the Section 125 plan shall be mutually agreed to by both parties.

The administrative cost of establishing the I.R.S. Section 125 program shall be paid from school corporation funds. Any fees charged to individual school employees based on their enrollment choices shall be paid by the school employee.

**J Continuation of Insurance Benefits**

All insurance programs, for full-time employees, who are employed on a Regular Teachers Contract, who remain employed through the completion of the Regular Teachers' Contract, shall remain effective through August of the same year.

All insurance programs, for full-time employees, who are employed on a Regular Teachers Contract, who fail to remain employed through the completion of the Regular Teachers' Contract, shall be terminated at the end of the month in which their severance is effective.

Employees who retire at the completion of the school year will be eligible to remain covered on all insurance through the end of August of the year in which they retire.

All insurance programs, for employees, employed on a Temporary Teachers Contract shall be terminated at the end of the month in which their severance is effective.

School employees who are interested in the possibility of continuing their insurance coverage should contact the Benefits Office to determine their eligibility under current state or federal law. It is understood that school employees wishing to exercise this option have the full responsibility of notifying

the Benefits Office of their choice prior to the expiration of their policy membership. School employees who elect to extend coverage beyond their employment time shall do so at their cost. Monthly premiums shall be paid prior to the start of the month of coverage.

School employees released under a reduction in force have the same rights of continuing their membership as any other employee who is leaving the employment of the Portage Township Schools. If those employees released under reduction in force elect for continued medical and/or dental coverage, the school employer shall pay, through September 30th of the same calendar year, the same percentage of the monthly premium as they did when the individual was employed.

**K. Retiree Insurance**

A school employee who retires from the Portage Township Schools and who qualifies for participation in the corporation's group health and dental insurance program identified in Section B of this Article under IC 5-10-8-2.6(e), subsections 2, 3 or 4, may choose to remain on the corporation's group insurance plan until the retired employee becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq. The monthly premium cost is to be paid in advance by the retired school employee. If a retired employee's spouse pays the amount the retired employee would have been required to pay for coverage selected by the spouse, the spouse's subsequent eligibility to continue insurance under this section shall not be affected by the death of the retired employee. The surviving spouse's eligibility ends on the earliest of the following: (1) when the spouse becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et. seq., or (2) the date of the spouse's remarriage.

## ARTICLE 6

### RETIREMENT PAY

- A. To be eligible for retirement benefits, a school employee in the Portage Township Schools must:
1. Be at least fifty five (55) years of age and meet the minimum requirements for retirement established by the Indiana Teachers Retirement Fund.
  2. Have been a full-time employee of the Portage Township Schools for at least ten (10) years.
  3. School employees who at retirement meet the requirements specified in Section A, above, shall qualify for retirement benefits as follows:
  4. School employees shall receive a one-time amount as determined by the following formula:
    - a. the number of accumulated sick leave days multiplied by twelve hundredths of one percent (.0012).
    - b. multiply the sum of "a" above by the current new teacher base salary amount. "New Teacher Base salary" is defined as the salary for teachers with no experience. Any type of co-curricular pay or pay for an extended contract is not a part of the base salary amount.
  2. Teachers who notify the Superintendent of Schools in writing on or before July 1st of the school year prior to the year in which they intend to retire shall receive a One Thousand Dollar (\$1,000.00) one time bonus payment, to be paid within 60 days of the teachers actual retirement. Such notice may be revoked by written notice submitted to the Superintendent. If the notice is revoked the teacher shall receive no bonus
  5. A retiring teacher may participate in or extend their participation in the school corporation's group health insurance program until the employee becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq. provided the teacher pays the full insurance premium.
- B. A school employee who retires shall have his/her benefits deposited into a post-retirement 403 (b) account on behalf of the employee at the end of the school year in which the employee retires.
- C. Upon the death of any employee eligible for retirement pay, the retirement pay the employee would have been entitled to, had the employee retired, shall be paid directly, in a lump sum, to the person(s) designated by the deceased in writing to the school employer. If no beneficiary has been named for retirement pay benefits, the retirement pay will be paid to the beneficiary named on the teacher's life insurance

policy. If no beneficiary has been named on the teacher's life insurance policy, payment will be made to the estate of the deceased.

#### D. VEBA

The Board agrees to establish and maintain VEBA (Voluntary Employee Benefit Assistance) plan pursuant to 501(c)(9) of the Internal Revenue Code.

Teachers hired on or after July 1<sup>st</sup>, 2006, shall be covered by the following language. The Board agrees to establish and maintain a VEBA (Voluntary Employee Benefit Assistance) plan pursuant to 501(c)(9) of the Internal Revenue Code. The Board shall make a one-time deposit of \$900.00 into an individual VEBA account on behalf of each teacher hired on or after July 1, 2006.

1. The amount deposited on behalf of each teacher will be invested in a separate account. Each teacher may determine the manner in which his/her account shall be invested among the investment options made available by the selected investment vendor for the VEBA plan.
2. The contributions into a VEBA account on behalf of a teacher will vest with that teacher once the teacher has satisfied the following requirements:
  - a. The teacher must be at least fifty-five (55) years of age and meet the minimum requirements for retirement established by the Indiana Teachers Retirement Fund.
  - b. The teacher must have been a full time employee of the Portage Township Schools for at least ten (10) years.
3. If at the time the employment relationship is severed with the Portage Township Schools a teacher does not meet the vesting requirements pursuant to Section 2 above, the VEBA account shall be forfeited. Forfeited amounts shall revert back to the school corporation. These forfeited amounts will then be used by the school corporation to fund future contributions to VEBA accounts.
4. Following the satisfaction of the requirements in Section 2 above, the assets of the VEBA account become the property of the teacher.

## **ARTICLE 7**

### **RETIREMENT SAVINGS PLAN**

- A. Each employee shall have the option of investing in the 403(b) plan up to the maximum allowable under Federal law. Effective January 1, 2007, the employer shall contribute an amount equal to one (1%) percent of the employee's base salary.
- B. The employer's contribution shall be invested in a 401(a) account in the employee's name. Employer contributions will be deposited into the 401(a) account on a monthly basis. The contribution to the 401(a) account on behalf of an employee will vest with that employee after the employee completes five (5) years of service with the Portage Township Schools. For purposes of this Article, one (1) year of service shall be credited upon completion of one hundred twenty (120) school days in a given school year. If the employment relationship of an employee is severed with the Portage Township Schools prior to the 401(a) accounting vesting, the amount in the account shall be equally distributed among the remaining 401(a) accounts.
- C. Once an employee becomes vested in the 401(a) account, all assets of the account become the property of the employee, and in the event of death, the employee's designated beneficiary, or estate, if no beneficiary exists on his 401(a) account. Employee shall not be permitted to make withdrawals from his/her employment with the Portage Township Schools.
- D. For those teachers hired prior to April 17th, 2006 please refer to historical documents on file with the Superintendent office and PAT for information regarding 401(a) and VEBA origination.

## Article 8

### Compensation Plan

#### I. **Salary Range**

\$40,750 - \$71,150 not including current year increases or TRF contributions.

The salary range for the 2020-2021 year is \$42,500 - \$72,900.

#### II. **Base Salary Increases**

##### A. Minimum Salary:

The minimum salary for any teacher on a full time contract for the 2020-2021 school year is-\$42,500.

##### B. Eligibility Statement:

A certified staff member who received an evaluation rating of ineffective or improvement necessary in the 2019-2020 school year is not eligible for any salary increase in the current year and will remain at their prior year salary.

##### C. Factors for a Base Salary increase

i. Evaluation Results -The teacher did not receive an evaluation rating of ineffective or improvement necessary in the prior school year (accounts for 50% of increase)

ii. Year of Experience - The teacher was paid for at least 120 days in the prior school year (accounts for 50% of increase)

##### D. Distribution - amounts to be added to the teacher's base salary.

i. If a teacher satisfies both factors C(i) and C(ii) above, the teacher will receive an increase of \$1,750.00 to their base salary.

## E. Redistribution

The new compensation model contains no automatic yearly salary increase. Money allocated for salary increases to teachers rated as ineffective or improvement necessary shall be allocated to the teachers rated effective or highly effective in the form of a one-time stipend.

## New Employment Provision

The district will make every effort to hire new teachers at the base annual salary. Individuals with previous teaching experience may be hired at a rate that does not exceed that of a PTS teacher with similar experience. The Superintendent, in discussion with the PAT president, has the discretion to set the new hire salary rate within the salary range for teachers with unique credentials and licensing. The Association president will be provided with a list of salaries for all newly hired teachers.

## Ancillary Duties

Teachers shall receive an hourly rate of \$25 for approved ancillary duties. This rate shall not apply to summer school teaching assignments.

Teachers will receive \$20 when assigned the ancillary duty of substituting for an absent teacher during his or her planning period.

A teacher's daily rate shall be calculated by dividing the teachers base salary by 188 days. ( $\text{Salary}/188=\text{daily rate}$ ). Daily rate does not include salaries or wages for co-curricular activities, or any other ancillary duties.

Summer school shall be paid at the teachers hourly rate based upon a teachers contracted hours of 7.5 hours per day.



## APPENDIX B

### CO-CURRICULAR PAY

Co-curricular compensation shall be paid at 90% of the base salary.  
 All extra\ co-curricular compensation listed is based on the completion of the assignment. Interruptions of the duty will result in prorating of pay to cover the period worked.

#### A. ATHLETIC SALARY SCHEDULE

| Event               | Index | Event                    | Index |
|---------------------|-------|--------------------------|-------|
| <b>Bowling</b>      |       | <b>Gymnastics</b>        |       |
| Head                | 0.030 | Head                     | 0.140 |
| <b>Basketball</b>   |       | Assistant                | 0.080 |
| Varsity Head        | 0.250 | <b>Soccer</b>            |       |
| Varsity Assistant   | 0.140 | Head                     | 0.120 |
| Junior Varsity      | 0.140 | Assistant                | 0.080 |
| Freshman            | 0.110 | <b>Softball</b>          |       |
| Freshman Assistant  | 0.090 | Varsity Head             | 0.160 |
| 8th Grade Head      | 0.080 | Varsity Assistant        | 0.100 |
| 7th Grade Head      | 0.080 | Junior Varsity Head      | 0.100 |
| 8th Grade Assistant | 0.070 | Junior Varsity Assistant | 0.080 |
| 7th Grade Assistant | 0.070 | <b>Tennis</b>            |       |
| <b>Baseball</b>     |       | Varsity Head             | 0.100 |
| Varsity Head        | 0.160 | Assistant                | 0.070 |
| Varsity Assistant   | 0.100 | Middle School Head       | 0.012 |
| Junior Varsity      | 0.100 | <b>Track</b>             |       |
| Freshman            | 0.080 | Varsity Head             | 0.160 |

|                                                 |       |                                  |       |
|-------------------------------------------------|-------|----------------------------------|-------|
| <b>Swimming</b>                                 |       | Varsity Assistant                | 0.100 |
| Head                                            | 0.160 | Middle School Head               | 0.070 |
| Assistant                                       | 0.100 | Middle School Assistant          | 0.060 |
| Diving                                          | 0.080 | <b>Trainer</b>                   | 0.230 |
| <b>Cross Country</b>                            |       | <b>Volleyball</b>                |       |
| Varsity Head                                    | 0.120 | Varsity Head                     | 0.140 |
| Varsity Assistant                               | 0.080 | Junior Varsity                   | 0.080 |
| Middle School Head                              | 0.070 | Freshman Head                    | 0.060 |
| Middle School Assistant                         | 0.050 | Freshman Assistant               | 0.050 |
| <b>Football</b>                                 |       | 8th Grade Head                   | 0.050 |
| Varsity Head                                    | 0.250 | 7th Grade Head                   | 0.050 |
| Varsity Assistant                               | 0.140 | 8th Grade Assistant              | 0.040 |
| Junior Varsity                                  | 0.140 | 7th Grade Assistant              | 0.040 |
| Freshman Head                                   | 0.110 | <b>Wrestling</b>                 |       |
| Freshman Assistant                              | 0.090 | Varsity Head                     | 0.160 |
| Middle School Head                              | 0.080 | Junior Varsity                   | 0.100 |
| Middle School Assistant                         | 0.070 | Middle School Head               | 0.070 |
| <b>Golf</b>                                     |       | Middle School Assistant          | 0.050 |
| Head                                            | 0.100 | <b>Cheerleading (per season)</b> |       |
| Assistant                                       | 0.070 | Varsity Head                     | 0.060 |
| <b>Sparkle Effect (per season)</b>              |       | Assistant Cheer Freshman         | 0.050 |
| Head                                            | 0.040 | Middle school Head               | 0.030 |
| <b>Dance and Competitive Dance (per season)</b> |       | <b>Color Guard</b>               | 0.029 |
| Head Coach High School                          | 0.060 | <b>Intramural Coach</b>          | 0.012 |
| Assistant Coach                                 | 0.050 |                                  |       |

**B. SPONSOR'S SALARY SCHEDULE**

| <b>Event</b>                                        | <b>Index</b> | <b>Event</b>                     | <b>Index</b> |
|-----------------------------------------------------|--------------|----------------------------------|--------------|
| <b>Academic Coaches</b>                             |              | <b>Drama</b>                     |              |
| PHS Academic Competitions Director                  | 0.045        | PHS Fall Play Director           | 0.050        |
| PHS Academic Competitions Assistant Coach           | 0.015        | PHS Spring Musical Director      | 0.065        |
| PHS Academic Event Coordinator                      | 0.012        | Junior Miss Director             | 0.040        |
| Science Olympiad Coach                              | 0.030        | O.Y.M Director                   | 0.025        |
| Middle School Academic Competitions Director        | 0.015        | Variety Show Director            | 0.008        |
| Middle School Academic Competitions Assistant Coach | 0.015        | Middle School Drama Director     | 0.015        |
| Middle School Academic Event Coordinator            | 0.012        | Elementary School Drama Director | 0.012        |
| Middle School Science Olympiad Coach                | 0.030        | <b>Speech and Debate</b>         |              |
| Elementary Academic Head Coach                      | 0.015        | Speech                           | 0.080        |
| Elementary Academic Event Coordinator               | 0.012        | Debate                           | 0.080        |
| <b>Band</b>                                         |              | <b>Student Council</b>           |              |
| High School                                         | 0.090        | High School                      | 0.050        |
| Middle School                                       | 0.065        | High School Assistant            | 0.020        |
| Music Sponsor                                       | 0.054        | Middle School                    | 0.030        |
| <b>Competitive Marching Band</b>                    |              | Middle School Assistant          | 0.015        |
| Director                                            | 0.140        | Elementary School                | 0.012        |
| Assistant                                           | 0.080        | <b>Honor Society</b>             |              |
| <b>Pep Band</b>                                     |              | High School                      | 0.030        |
| Director                                            | 0.040        | Middle School                    | 0.020        |
| <b>Choir</b>                                        |              | <b>Yearbook</b>                  |              |
| High School                                         | 0.090        | High School                      | 0.070        |
| Middle School                                       | 0.065        | Middle School                    | 0.045        |
| Elementary School                                   | 0.020        | <b>Newspaper</b>                 |              |

|                                               |       |                                         |       |
|-----------------------------------------------|-------|-----------------------------------------|-------|
| <b>Elementary Related Arts Representative</b> |       | High School                             | 0.070 |
| Building Level                                | 0.025 | Middle School                           | 0.030 |
| District Level                                | 0.025 | <b>Orchestra</b>                        |       |
| <b>Class Sponsors</b>                         |       | High School                             | 0.090 |
| Senior Class                                  | 0.008 | Middle School                           | 0.065 |
| Junior Class and Prom                         | 0.030 | <b>Robotics Competition</b>             |       |
| Sophomore Class                               | 0.008 | HS Head Coach                           | 0.100 |
| Freshman Class                                | 0.008 | HS Assistant Coach                      | 0.070 |
| <b>Elementary Team PLC Leaders</b>            |       | MS Head Coach                           | 0.047 |
| 2-4 teachers                                  | 0.025 | MS Assistant Coach                      | 0.039 |
| 5+ teachers                                   | 0.035 | <b>Club Sponsors</b>                    | 0.012 |
| <b>Department Leader High School</b>          |       | <b>Middle School Team PLC Leaders</b>   | 0.025 |
| 2-4 teachers                                  | 0.025 | <b>Department Leaders Middle School</b> |       |
| 5-7 teachers                                  | 0.035 | 2-4 teachers                            | 0.025 |
| 8-12 teachers                                 | 0.042 | 5-7 teachers                            | 0.035 |
| 13-17 teachers                                | 0.050 | 8+ teachers                             | 0.042 |
| 18+ teachers                                  | 0.055 | <b>Art Show Sponsor</b>                 | 0.008 |

## Appendix C

| PLAN     | COVERAGE | Bi-Weekly Employee Rate |          | Bi-Weekly Employer Rate |            | Bi-Weekly Rate |            | Monthly Rate Employee | Monthly Rate Employer | Total Monthly Rate | Annual Rate Employee |            | Annual Rate Employer |             | Annual Rate Total |            | Annual H S A Deposit Employer |            |
|----------|----------|-------------------------|----------|-------------------------|------------|----------------|------------|-----------------------|-----------------------|--------------------|----------------------|------------|----------------------|-------------|-------------------|------------|-------------------------------|------------|
|          |          | 26 pays                 | 26 pays  | 26 pays                 | 26 pays    | 26 pays        | 26 pays    |                       |                       |                    | Employee             | Employer   | Employee             | Employer    | Employee          | Employer   |                               | Employee   |
| CDHP1    | Tob Use  | Single                  | \$49.17  | \$205.65                | \$254.82   | \$106.54       | \$445.58   | \$552.12              | \$1,278.45            | \$5,346.91         | \$6,625.36           | \$1,123.20 | \$1,123.20           | \$2,246.40  | \$1,123.20        | \$1,123.20 | \$2,246.40                    | \$1,123.20 |
|          | Family   | \$80.29                 | \$615.46 | \$695.75                | \$173.97   | \$1,333.49     | \$1,507.46 | \$3,684.45            | \$15,001.84           | \$18,089.39        | \$21,123.20          | \$2,249.52 | \$2,249.52           | \$4,499.04  | \$2,249.52        | \$2,249.52 | \$4,499.04                    | \$2,249.52 |
|          | Non Tob  | Single                  | \$14.17  | \$205.65                | \$219.82   | \$30.70        | \$445.58   | \$476.28              | \$1,177.55            | \$1,431.62         | \$1,719.39           | \$1,123.20 | \$1,123.20           | \$2,246.40  | \$1,123.20        | \$1,123.20 | \$2,246.40                    | \$1,123.20 |
|          | Family   | \$45.29                 | \$615.46 | \$660.75                | \$98.13    | \$1,333.49     | \$1,431.62 | \$3,684.45            | \$15,001.84           | \$18,089.39        | \$21,123.20          | \$2,249.52 | \$2,249.52           | \$4,499.04  | \$2,249.52        | \$2,249.52 | \$4,499.04                    | \$2,249.52 |
| CDHP2    | Tob Use  | Single                  | \$99.94  | \$226.16                | \$326.10   | \$216.54       | \$490.02   | \$706.55              | \$1,688.43            | \$5,880.21         | \$8,478.64           | \$1,347.84 | \$1,347.84           | \$2,695.68  | \$1,347.84        | \$1,347.84 | \$2,695.68                    | \$1,347.84 |
|          | Family   | \$222.57                | \$656.61 | \$879.18                | \$482.23   | \$1,422.66     | \$1,904.89 | \$5,786.72            | \$17,071.95           | \$22,858.67        | \$28,646.62          | \$3,011.52 | \$3,011.52           | \$6,023.04  | \$3,011.52        | \$3,011.52 | \$6,023.04                    | \$3,011.52 |
|          | Non Tob  | Single                  | \$64.94  | \$226.16                | \$291.10   | \$140.70       | \$490.02   | \$630.72              | \$1,688.43            | \$5,880.21         | \$7,568.64           | \$1,347.84 | \$1,347.84           | \$2,695.68  | \$1,347.84        | \$1,347.84 | \$2,695.68                    | \$1,347.84 |
|          | Family   | \$187.57                | \$656.61 | \$844.18                | \$406.39   | \$1,422.66     | \$1,829.06 | \$4,876.72            | \$17,071.95           | \$22,858.67        | \$28,646.62          | \$3,011.52 | \$3,011.52           | \$6,023.04  | \$3,011.52        | \$3,011.52 | \$6,023.04                    | \$3,011.52 |
| Trad PPO | Tob Use  | Single                  | \$247.14 | \$256.92                | \$504.05   | \$335.46       | \$556.65   | \$1,092.11            | \$6,425.52            | \$13,105.36        | \$13,105.36          | \$0.00     | \$0.00               | \$13,105.36 | \$0.00            | \$0.00     | \$13,105.36                   | \$0.00     |
|          | Family   | \$634.72                | \$718.13 | \$1,352.86              | \$1,375.24 | \$1,555.96     | \$2,931.19 | \$16,502.82           | \$18,671.47           | \$35,174.30        | \$35,174.30          | \$0.00     | \$0.00               | \$35,174.30 | \$0.00            | \$0.00     | \$35,174.30                   | \$0.00     |
|          | Non Tob  | Single                  | \$212.14 | \$256.92                | \$469.05   | \$459.63       | \$556.65   | \$1,016.28            | \$5,515.52            | \$6,679.84         | \$12,195.36          | \$0.00     | \$0.00               | \$12,195.36 | \$0.00            | \$0.00     | \$12,195.36                   | \$0.00     |
|          | Family   | \$599.72                | \$718.13 | \$1,317.86              | \$1,299.40 | \$1,555.96     | \$2,855.36 | \$15,592.82           | \$18,671.47           | \$34,254.30        | \$34,254.30          | \$0.00     | \$0.00               | \$34,254.30 | \$0.00            | \$0.00     | \$34,254.30                   | \$0.00     |

| Health Savings Account (H S A) |          |                    |                       |
|--------------------------------|----------|--------------------|-----------------------|
| Plan                           | Coverage | Total Contribution | Employee Contribution |
| CDHP1                          | Single   | \$3,500.00         | \$1,123.20            |
|                                | Family   | \$7,000.00         | \$2,249.52            |
| CDHP2                          | Single   | \$3,500.00         | \$673.92              |
|                                | Family   | \$7,000.00         | \$1,347.84            |