

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



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***Collective Bargaining Agreement
July 1, 2022 – June 30, 2023***

ARTICLE I: INTRODUCTION	1
A. Parties	1
B. Recognition Clause / Composition of Bargaining Unit	1
C. Definitions	1
ARTICLE II: SALARY/WAGES	2
A. 2022-2023 Compensation Plan (Base Salary Increase)	2
B. Other Permissible Salary Items	3
C. Payroll Options	3
D. Ancillary and Extra-Curricular Activity Pay Schedule	3
ARTICLE III: WAGE/SALARY-RELATED FRINGE BENEFITS	4
A. Leaves	4
B. Insurance and Annuities	11
C. Retirement Benefits	12
D. Other Permissible Wage/Salary Related Options	14
ARTICLE IV: GRIEVANCE PROCEDURE	15
ARTICLE V: CBA TERM & RATIFICATION SECTION	17
APPENDIX A: EXTRA-CURRICULAR SCHEDULE	18
APPENDIX B: GRIEVANCE PROCEDURE FORMS	19
APPENDIX C: CONSENT TO DEDUCT COSTS ASSOCIATED WITH SICK BANK DAYS FROM FINAL PAYCHECK	26

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, composed 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. A teacher shall be given one (1) years’ experience credit for any consecutive school year (one hundred and twenty [120] day minimum) that the teacher was working as a certificated employee in any accredited public school in Indiana.

ARTICLE II: SALARY/WAGES

A. 2022-2023 Compensation Plan (Base Salary Increase)

Starting Salary: Base Salary is no less than \$45,000 for new teachers employed full-time.

Salary Range: The salary range for the 2022-2023 school year is between \$45,000.00 (lowest) and \$74,131 (highest) for full-time teachers.

Eligibility:

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.

Redistribution: Their portion will be reallocated to all teachers rated effective or highly effective as a base increase when the compensation plan is distributed.

Compensation Plan: The increase of salaries is dependent upon the school corporation not being in a deficit financing position.

Factors for Increase: All returning teachers who qualify for a raise under the provisions of the Master Contract will receive an increase based on a combination of the factors of evaluation and experience.

(1) Evaluation: Each teacher who received an effective or highly effective evaluation on the teacher's most recent evaluation will receive a total of \$3000 on their base salary.

(2) Experience: Teachers currently employed by the MSD of Boone Township with 1 or more years of teaching experience (according to TRF) from the MSD of Boone Township or another public school corporation in the State of Indiana will receive \$1000 on their base salary:

(3) Total Salary Base Increases: Teachers who qualify for salary base increases using the factors of **evaluation and experience** as defined above will receive total salary increases in the amount of \$4000 for the 2022-2023 school year.

Compensation Plan Stipends: 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 each school year.

Newly hired teacher salary placement: The superintendent will evaluate experience, training, academic degrees, certification, effectiveness, and academic needs of students, and the superintendent shall have the sole discretion to determine where within the above salary range of above paragraph A. 2, at the time of hiring the teacher, that the teacher will be placed.

B. Other Permissible Salary Items

The Corporation will pay three percent (3%) of each teacher's contract amount to the Teacher Retirement Fund (TRF). 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.

- b. Please refer to Appendix A, Extracurricular Salary Schedule, for all ECA stipends for the 2022-2023 school year.
- c. 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.

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.

A teacher absent for five (5) or more consecutive days for personal or family illness shall be required to produce a statement of medical necessity by a licensed health care provider of the teacher's absence.

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 rate of a beginning teacher's 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 two teachers qualified. No new members will be added after August 9, 2022.

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*)
 - a. 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.
 - b. Funeral of a Friend: One (1) day of leave will be granted for attending a funeral of a friend.
 - c. 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. 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, a pool of 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.
- 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 may be approved by the Board with only one (1) day being deducted from the total pool of professional leave days.

- 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.
- f. It is understood that all leaves granted under Section 7 (Professional Leave) are subject to the approval of the Superintendent.

8. Extended Pregnancy/Maternity Leave: A teacher who is pregnant and/or has given birth to a child is eligible for an extended leave of absence as provided below.

- a. **Period of Leave:** A teacher shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child.
- b. **Notice:** The teacher shall notify the Superintendent of such leave at least thirty (30) days prior to such leave of the expected date of leave and the date of return from such leave. The teacher shall keep the Superintendent informed of any change in condition affecting such leave. She shall provide certification of the date of any extended leave due to physical disability: 1) prior to the date of birth; and 2) six (6) weeks subsequent to the date of birth, if applicable.
- c. **Pay during Leave:** All or part of such Extended Pregnancy/Maternity Leave for which the teacher has provided a physician certification that she is not capable of performing duties due to physical disability may be charged to the teacher's Accumulated Sick Leave Days at her discretion. The teacher may also request to use up to ten (10) Accumulated Sick Leave Days for the period of the leave commencing immediately following the later of the end of the sixth (6th) week after the date of birth or the date the teacher's physician certifies that the teacher is capable of physically performing/returning to her duties. The remainder of the leave will be without pay, but the teacher will remain eligible to continue coverage under the group health insurance program provided she timely pays the full premium cost.
- d. **Extended Leave Concurrent with FMLA:** The period of the extended leave prior to the date of birth during which the teacher has provided certification of disability and the period of the extended leave after the date of birth shall be counted toward the teacher's twelve (12) week annual FMLA leave allowance and shall run concurrently with leave under FMLA for which the teacher is eligible.

9. Paternity Leave

A teacher, whose spouse has given birth to a child, who is otherwise eligible for and has been granted leave under FMLA for reason A-1 may request to use up to ten (10) consecutive Accumulated Sick Leave Days during the period of the FMLA leave. The remainder of the leave will be without pay and subject to the normal conditions of leave under FMLA.

10. Adoptive Leave:

A teacher who has adopted a child is eligible for an extended leave of absence as provided below.

- a. **Period of Leave:** A teacher shall be granted a leave of absence for a period of up to one (1) school year commencing with the date the child is physically placed with the teacher-parent.
- b. **Notice:** The teacher shall notify the Superintendent of his/her intent upon initial application for the adoption. The teacher shall notify the Superintendent of the expected date of leave and the date of return from such leave. The teacher shall keep the Superintendent informed of any change in circumstance affecting such leave
- c. **Pay during Leave:** The teacher may request to use up to thirty (30) consecutive Accumulated Sick Leave Days for the period of the leave. The remainder of the leave will be without pay, but the teacher will remain eligible to continue coverage under the group health insurance program provided he/she timely pays the full premium cost.
- d. **Extended Leave Concurrent with FMLA:** The period of the extended leave shall be counted toward the teacher's twelve (12) week annual FMLA leave allowance and shall run concurrently with leave under FMLA for which the teacher is eligible.

11. 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.

12. 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.

13. 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 planning to leave early present proof of the time and date of the appointment.

Sick Leave Bank:

- a. **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.

b. **Participation:**

1. All certified personnel in MSD of Boone Township may participate.
2. All donated days lose their identity.
3. When certified personnel leave MSD of Boone Township employment, all donated days will be noted on the personnel record as donated, not as used.

c. **Structure:**

Sick Leave Bank: A voluntary certified teacher sick leave bank is in existence. (For purposes of this Sick Leave Bank provision, the word “teacher” shall include “administrator.”). 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 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.

1. The bank is sustained by voluntary participation and voluntary donations by qualifying personnel.
 - a) 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.
 - b) 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.
 - c) 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.
2. 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.
3. 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.
4. The bank will be a continuous school-year-to-school-year entity.
5. 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.

d. **Use of Bank:**

1. **Withdrawal:**

- a) 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.
- b) 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 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.

- c) 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.

e. **Repayment of loaned days:**

1. 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.
2. 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.

3. A recipient who leaves the employment of MSD of Boone Township and still owes a quantity of days to the Sick Leave Bank:
 - a) 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.
 - b) May transfer any accumulated sick days to the bank as repayment of the loan.
 - c) Shall use a combination of either.
4. 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.
5. Teachers may not donate sick days to another employee. Employees must request additional sick days through the process stated above.

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, 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 teacher's contract 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 unreimbursed 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. 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 B (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 Appendix B)
- 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 B.)

- 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 B.)
- 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, 2022 – June 30, 2023.

- 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.

The undersigned attest to the following:

- 1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on September 13, 2022, and electronic participation from the parties and/or public was not permitted; and
- 2. A public meeting in compliance with I.C. § 20-29-6-19 was held on November 1, 2022, to discuss the tentative agreement and electronic participation from the governing body and/or the public was not permitted.

FOR M.S.D. OF BOONE TOWNSHIP

By [Signature]
Superintendent, MSD Boone Township

By [Signature]
MSD Boone Township

By [Signature]
MSD Boone Township

By [Signature]
MSD Boone Township

By [Signature]
MSD Boone Township

By [Signature]
MSD Boone Township

FOR THE PROFESSIONAL EDUCATORS OF PORTER COUNTY, AFT #4852

By [Signature]
Negotiating Committee Member, PEPC

By [Signature]
Negotiating Committee Member, PEPC

By [Signature]
President, PEPC

Board Ratified on Nov. 8, 2022

Appendix A: EXTRA-CURRICULAR SCHEDULE

Position	ECA Base	Position	ECA Base	Position	ECA Base
Boys Basketball - Winter		Wrestling - Winter		Department Chairs	
Varsity	\$5,850	Varsity	\$4,050	Business	\$450
J.V.	\$3,600	MS	\$900	Science	\$450
C-Team	\$2,475			Math	\$450
Eighth	\$2,250	Baseball - Spring		English	\$450
Seventh	\$1,800	Varsity	\$3,600	Social Studies	\$450
Sixth	\$900	J.V.	\$1,800	Health / P.E	\$450
Fifth	\$900	Middle School (Fall)	\$1,350		
Fourth	\$450			Academic Coaches	
Third	\$450	Softball - Spring		Coordinator - HS	\$900
		Varsity	\$3,600	Math	\$675
		J.V.	\$1,800	Social Studies	\$675
Girls Basketball - Winter		Middle School (Fall)	\$1,350	English	\$675
Varsity	\$5,850			Science	\$675
J.V.	\$3,600	Track - Spring		Fine Arts	\$675
C-Team	\$2,475	Boys Varsity	\$2,700	Interdisciplinary	\$675
Eighth	\$2,250	Boys Assistant	\$1,350		
Seventh	\$1,800	Girls Varsity	\$2,700	Misc.	
Sixth	\$900	Girls Assistant	\$1,350	Drama Club	\$2,250
Fifth	\$900	M.S. Boys	\$1,350	HS Drama Asst.	\$450
Fourth	\$450	M.S. Girls	\$1,350	MS Drama Club	\$1,125
Third	\$450	MS Asst. (min. 35)	\$450	Ntl Honor Society	\$675
				Ntl Jr.Honor Society	\$675
Volleyball - Fall		Misc.		Science Club	\$225
Girls Varsity	\$3,600	Pep Block/HS Cheer	\$2,025	HS STOP	\$225
Girls J.V.	\$1,800	Dance	\$1,800	German Club	\$225
Boys Varsity & MS	\$2,475	MS Cheerleaders	\$900	Spanish Club	\$225
Boys J.V.	\$1,575	Band (Pep)	\$2,700	Jr. Class Prom	\$900
Girls 8	\$1,350	Jazz Band	\$1,125	Art Club	\$225
Girls 7	\$1,350	HS Choir	\$1,350	HS Spell Bowl	\$675
		MS Choir	\$675	MS Spell Bowl	\$450
Cross Country - Fall		Auditorium Director	\$900	ES Spell Bowl	\$450
High School	\$2,700	HS Student Council	\$1,125	ES Math Bowl	\$450
Assistant	\$1,350	MS Student Council	\$675	ES Art Club	\$225
Middle School	\$1,125	Yearbook	\$1,350	Circle the State	\$450
Assistant	\$450	MS Yearbook	\$450	ES Science Fair	\$450
		SR BPA	\$1,125	MS Sci. Olympiad	\$675
JV & Varsity Soccer - Fall		MS Mentoring	\$450	Marketing Coordinator	\$3,375
Girls	\$2,475	Elem. Athletic Coord.	\$1,350	Marketing Asst.	\$1,125
Boys	\$2,475	MS eSports	\$675	Marketing Asst.	\$1,125
				Instructional Tech Coach	\$2,925
		Total All Columns	\$135,675		

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 #4852

A. _____ B. _____
Grievance # (i.e. 2019-1, 2019-2, 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 II

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

Formal Grievance - Level III

This form is to be submitted along with the

Grievance Form - Basic Information

(To be completed by the Representative of the School Board)

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

C. Persons attending informal meeting: _____

D. Disposition of grievance by School Board:

Date of Written Disposition Signature of Grievant Date

Signature of School Board Date Signature of PEPC Representative Date
President or Representative

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: 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

2022 CBA COMPLIANCE CHECKLIST

Item	✓	Page No. ¹
School employer and exclusive representative identified	✓	1
Bargaining unit description matches the IEERB Order in effect at time of ratification	✓	1
Beginning and ending date of CBA (must end on or before June 30, 2023)	✓	17
Ratification date (must be on or after September 15)	✓	17
Signed by School Board President, Secretary, or Vice President	✓	17
General definitions (definitions that apply to the whole CBA)	✓	1-2
Grievance procedure (if arbitration used, must indicate if advisory or binding)	✓	15-16
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)		N/A
Salary for new teachers (amount, schedule, or method of calculation)	✓	2
Wages/compensation for ancillary duties	✓	3
Wages/compensation for extracurricular duties	✓	4 and 18
Compensation for extended contracts	✓	3
Public hearing and public meeting attestations (include electronic participation information)	✓	17
Compensation Plan		
If there are no salary increases, CBA includes a statement to that effect		N/A
Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers)	✓	2
Full-time classroom teacher (instructs students at least 50% of the workday) salaries are at least \$40,000 or I.C. 20-28-9-26 report attached to CBA	✓	2
Salary increases		
Statement that teachers rated ineffective/improvement necessary are not eligible	✓	2
Based on at least two of the five statutory factors	✓	3
Definitions of factors (e.g., experience, academic needs, instructional leadership)	✓	3
How much each factor contributes to increase (by points, percentage, amount, etc.)	✓	3
Amount of increase (flat amount, % amount) or method for calculating amount	✓	3
The combination of education and experience (excluding increases to reduce the gap and teacher retention catch-up increases) does not exceed 50% of the maximum available salary increase	✓	3
If using a salary increase to reduce the gap, it must: (1) be clearly identified and (2) actually reduce the gap		N/A
If using a teacher retention catch-up salary increase it must: (1) be clearly identified, (2) attributed to a factor, (3) describe the teachers to whom the catch-up increase applies, (4) describe the increase amount or method of calculating, and (5) describe how the increase amount represents a comparison to the starting salary of new teachers		N/A
Redistribution provision or a statement explaining why redistribution is not necessary	✓	2

Reminders:

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

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