

AGREEMENT

BETWEEN THE

BOARD OF SCHOOL TRUSTEES OF  
PORTER TOWNSHIP SCHOOL CORPORATION

AND THE

ASSOCIATION OF PORTER TOWNSHIP EDUCATORS

July 1, 2019 to and including June 30, 2021

NEGOTIATING TEAMS

FOR THE BOARD OF SCHOOL TRUSTEES

Stacey Schmidt, Ph.D. - Superintendent  
Ben Parrish, Assistant Superintendent  
Kathleen Smith, Business Manager  
Cheryl Zic, Legal Counsel

FOR THE ASSOCIATION OF PORTER TOWNSHIP EDUCATORS

Jori Swan Caratini – President  
Brittney Birky  
Kim Corman  
Timothy Creech  
Wendi Heckler  
Krissy Prater  
Katie Sarnowski  
Rollie Thill  
Jessica Wotherspoon  
Dave Smith, UniServ Director

MEMBERS OF THE BOARD OF SCHOOL TRUSTEES

Johanna Williams - President  
Lilann Sgouros - Vice President  
Natalie Wargo, D.D.S. - Secretary  
Laura Chavez - Member  
Mary Harlow - Member

OFFICERS OF THE ASSOCIATION OF PORTER TOWNSHIP EDUCATORS

Jori Swan Caratini - President  
Timothy Creech- Vice President  
Kim Corman - Secretary  
Katie Sarnowski- Treasurer

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**ARTICLE 1: RECOGNITION**

- A. The Board hereby recognizes the Association of Porter Township Educators as the exclusive representative of certificated employees in the following bargaining unit:

All certificated personnel employed by the Porter Township School Corporation, except Superintendent, Assistant Superintendent, Curriculum Director, Principals, Assistant Principals, full time Athletic Director, Substitute Teachers, Central Office Administrative Assistant, Dean of Students, Home School Advisor and persons who teach less than three periods in a regular school day.

B. Definitions:

1. The term "Association" when used in this Agreement shall refer to the Association of Porter Township Educators and its authorized officers, agents and representatives.
2. The term "Board" when used in this Agreement shall refer to the Board of School Trustees of Porter Township School Corporation and its authorized officers, agents and representatives.
3. The term "day" when used in this Agreement shall be a weekday, except if it falls on a school holiday or during a school recess.
4. The term "employee" or "teacher" when used in this Agreement shall refer to a member of the bargaining unit
5. The term "school administrator(s)" or comparable language when used in this Agreement shall refer to a School Corporation employee who is certificated under the statutes relating to the licensing of teachers and administrators and who is assigned to an administrative position within the definition set forth in I.C. 20-29-2-19 and as amended or modified from time to time by the Indiana General Assembly.
6. The term "School Corporation" when used in the Agreement shall refer to the Porter Township School Corporation.

**ARTICLE 2: LEAVES OF ABSENCE**

- A. Sick Leave. Each teacher shall be granted ten (10) days each year without loss of compensation for absence from work on account of: 1) personal illness ("Sick Leave") and/or 2) emergency illness, surgery or accident involving a member of the teacher's immediate family (spouse, child, or parent) necessitating the attendance of the teacher ("Family Illness"). Sick Leave/Family Illness Days shall not be used for doctor or dentist appointments that could be scheduled outside the normal school day/calendar.

- A teacher absent for three (3) or more consecutive days for personal illness shall be required to produce a physician statement of medical necessity of the teacher's absence.
- Upon request of the school employer, a teacher absent for Family Illness shall provide a physician's statement verifying the nature of such illness, surgery or accident.

1. **Accumulated Sick Leave Days.** Unused sick leave days shall accumulate from year to year to a maximum accumulation of two hundred (200) days (“Accumulated Sick Leave Days”) to be used for the teacher’s personal illness except where otherwise provided in Section H, Section I and/or Section J below. Central Office shall maintain the official record of Accumulated Sick Leave Days.
  2. **Use during summer session assignment.** A teacher engaged to teach a course during the summer session will be allowed to use one (1) day of Accumulated Sick Leave during the summer session, subject to the same conditions as noted above.
  3. **Concurrent use during leave under FMLA.** If the absence during which a teacher uses Sick Leave/Family Illness Day(s) is an FMLA leave qualifying event as provided in Board Policy 3430.01, the absence will count toward the teacher’s twelve (12) week maximum leave allowance.
- B. **Leave due to Assault.** A teacher assaulted by a student or parent while on duty either in the classroom, or the playground, or serving in an official position at a school sponsored function, shall not have sick days deducted if the assault warrants medical attention or hospitalization. The number of hours or days needed to recover must be authorized by a doctor licensed to practice medicine in Indiana. The Board, at its own expense, may require another licensed physician’s examination and determination.
- C. **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 such employment. Any unused Personal Business Leave days will be converted to Accumulated Sick Leave Days. A written statement on forms provided by the Central Administrative Office shall be submitted to the Superintendent of Schools via the building principal, setting forth the reason and necessity which shall be the cause of such absence. A sufficient reason is personal business and is left to the subjective determination of each individual teacher except as provided below.
1. **Use Surrounding School Break.** The Association and the Board strongly urge teachers not to request Personal Business Leave on the day before or the day after any break in the regular school schedule. Personal Business Leave may not be taken on the day before or the day after any break in the regular school schedule without the prior approval of the Superintendent by a teacher who has been absent for an unsubstantiated Sick Leave/Family Illness Day or unapproved Personal Business Leave day on the day before or the day after any break in the regular school schedule twice in three years. A teacher requesting to use Personal Business Leave under such circumstances must submit a written request, including a description of the exceptional circumstances necessitating the request, to the Superintendent as far in advance as possible but in no event less than two (2) weeks prior to the requested day.
  2. **Use on Professional Development Days.** Personal Business Leave days may not

be taken on professional development days without the prior approval of the Superintendent. A teacher requesting to use Personal Business Leave on a professional development day must submit a written request and include in the request a description of the exceptional circumstances necessitating the request, to the Superintendent at least two (2) weeks prior to the professional development day.

D. Bereavement Leave. Each teacher will be granted bereavement leave without loss of compensation as follows:

1. In each case of death within the immediate family (spouse, children, parents, sibling, parent-in-law, child-in-law, grandchild (all including step) or any person who at the time of death had established the teacher's home as his/her permanent residence) the teacher shall be granted a leave of five (5) school days
2. In the case of death of an extended family member (grandparent, aunt, uncle, niece, nephew, sibling-in-law), the teacher shall be granted a leave of three (3) school days
3. In the case of death of the following (cousin, close friend), the teacher shall be granted a leave of one (1) school day
4. The Superintendent, in his/her sole discretion, may grant additional bereavement leave with or without pay. The Superintendent's decision cannot be grieved.

The leave shall begin on a date within a reasonable time from date of death.

E. Jury Leave. A teacher called for jury duty shall receive full compensation but shall return to the corporation any pay he/she receives for jury duty. The teacher is allowed to keep any mileage money he may receive for serving on a jury.

F. Professional Leave. Professional leave may be granted during the contractual year upon request in writing to the Building Principal and the Superintendent, without loss of compensation for such absence. The written request for the leave must be in the Principal's Office ten (10) days before the Professional Day is contemplated to be taken. The Board agrees that professional leave days may be granted for visitations to other school corporations or educational institutions for the purpose of observing instructional techniques or other instructionally-oriented programs. The Board further agrees that the professional leave day may be granted for seminars, conventions, or workshops in the teacher's license subject area.

G. Association Leave. The Association President or a designated Association official shall have an additional three (3) days of personal leave to be used strictly for Association business. The cost of the substitute teacher shall be paid for in equal shares by the Association and the Board. The President of the Association or a designee of the President shall be given five (5) days without loss of pay for the purpose of promoting mutual educational goals supported by teachers and Board during the time the Legislature is in session upon approval by the Superintendent. It is also agreed that these goals would be known to all parties.

H. Family and Medical Leave. By reference, Board Policy 3430 (Leaves of Absence) and Board Policy 3430.01 (Family and Medical Leaves of Absence [29 USC 2601, et seq.]) are incorporated herein as supplemented hereafter for teachers:

1. Paternity Leave Pay. 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.
2. 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 sixty (60) 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 (6<sup>th</sup>) 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.
3. Extended 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 forty (40) 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.
- I. The Superintendent, in his/her sole discretion, may grant a teacher's request to use Accumulated Sick Leave Days for an illness/injury of a member of the teacher's immediate family (spouse, child, parent) not otherwise addressed in Section H above. The Superintendent's decision cannot be grieved.
- J. Sick Day Donation. Teachers may donate up to two (2) Accumulated Sick Leave Days per occurrence to another teacher who, in the case of extended illness, has exhausted his/her current year Sick Leave Days and Personal Business Leave Days and his/her Accumulated Sick Leave Days. If the teacher suffers another medical occurrence in a given school year, teachers may donate up to an additional two (2) Accumulated Sick Leave Days to that teacher. The maximum number of Accumulated Sick Leave Days that may be donated to a given teacher in a given school year is sixty (60). A request for such donations will be made through the President of the Association. The requesting teacher will confirm the request through a physician's certificate provided to the President of the Association and the Superintendent. With the consent of the teacher making the request, the Association President will convey the request to teachers and will circulate an appropriate form among teachers. Completed donation forms will be submitted to the Superintendent by the President of the Association.
- K. A part-time teacher shall be allowed paid leave benefits on a pro-rata basis rounded to the nearest ½ day increment.



### ARTICLE 3: INSURANCE

- A. Life Insurance. Each full time teaching employee will, upon payment of one (1) dollar, be given a term life insurance policy with double indemnity. The amount of each teacher's policy shall be Seventy Five Thousand Dollars (\$75,000.00). However, it is understood that the face amount may be reduced on account of any age limitation set forth in the Policy of Insurance.
- B. Health and Dental Insurance. Each full time teaching employee participating for the full twelve months in Porter County Inter local Health Insurance Trust shall receive 80% of the total cost of either a Single or a Family Type Membership. This agreement permits married teachers to take a single membership each but does not require the Board to make cash reimbursement to any employee who chooses not to enroll in this medical benefit. Those teachers on Medicare shall have 80% of their monthly premium paid by the Board but not to exceed 80% of the trust policy. The Board agrees to add a stop-loss clause in the policy of \$2,500.00. In addition, the Board agrees to pay 80% of the cost of a single or a family membership in the Porter County Inter local Dental Insurance Plan including orthodontics.
- C. Long Term Disability Insurance. Each contract teacher shall be covered by a long term disability insurance program paid for by the Board that provides for a minimum benefit of two-thirds (2/3) salary to age sixty-five (65). If current rates do not exceed \$100.00 per average teacher, the elimination period shall be 90 days. If over \$100.00, the elimination period shall be 120 days.
- D. Vision Care. The Board shall provide, without cost to the teacher, full coverage for the teacher and dependents, in the Indiana Vision Service Plan, Plan C with a \$10.00 deductible.
- E. A full time employee is defined as one who works 30 hours or more per week, for regular wages or salary. A full time employee after ratification of this contract is defined as one who works 30 hours or more per week, for regular wages or salary. Effective August 1, 1999, "full time" shall be in accord with the definition of that term as decided by the Porter County Trust.  
No person who was insured by the school corporation's insurance plan prior to August 1999 shall be disqualified from eligibility for health and dental insurance because of a change in the definition of "full time."
- F. The employer agrees to make available to the Association all demographic and claims data which is available to the insurance trust. The employer further agrees that no changes in the insurance program will be made unless approved by the members of the bargaining unit.
- G. A teacher may participate in this school corporation's flexible benefits plan. The Board shall bear the costs and fees associated with the plan. Such plan shall be solely determined and adopted by the Board under the provisions of Section 125 of the Internal

Revenue Service Code. The vendor shall be selected after proposals are solicited and received from at least three providers. The Board shall select the best provider. The plan will provide for the following benefits, through salary reduction agreements: The employee share of group insurance premiums; medical care reimbursement accounts; dependent care assistance accounts; and other benefits provided through the plan.

If allowed by the school corporation's plan and approved by statute and the I.R.S., retirees shall be allowed to participate in the plan.

**ARTICLE 4: RETIREMENT AND SEVERANCE**

A. Teacher Retirement Fund. All beginning teachers and teachers teaching for the first time in Indiana are required by law to become members of the Indiana State Teachers' Retirement Fund. Beginning with the 1998-99 school year, the corporation will pay the teacher's contribution to the Indiana Teacher's Retirement Fund.

B. Regular Severance Pay.

1. This Section applies only to teachers employed for the 2003/2004 school year.
2. An eligible teacher who resigns or retires from the Porter Township Schools:
  - a. In good standing and not as the result of pending disciplinary action;
  - b. At age 55 or older;
  - c. With ten or more years of service with this school corporation, and
  - d. He/she resigns or retires from this school corporation

shall receive \$60 per day for one half of their accumulated sick leave days, but not to exceed \$6,000.00. This amount shall be reduced by the value of the school corporation contribution from February 1, 2005 through the conclusion of the 2009-2010 school year to the tax sheltered annuity (one percent (1%) of the base salary including lanes and experience of each participating teacher to a Voluntary Employees Beneficiary Association (VEBA) account).

3. This amount shall be paid to a post-retirement 403(b) account by February 15 in the calendar year following retirement.

C. Supplemental Retirement

1. This Section applies only to teachers employed for the 2003/2004 school year.
2. Any teacher retiring at or after age 55 with 10 years of service to Porter Township School and before becoming eligible for health benefits under Part A of the Medicare Act will receive, if request is made to the Superintendent at the time of retirement, an annual cash payment of \$3,000 paid to the employee's individual VEBA account until the retiree becomes eligible for health benefits

under Part A of the Medicare Act. The initial payment will be made in September of the following school year. These amounts will be payable from a voluntary employee's beneficiary association ("VEBA").

3. The allowance per retired teacher will be increased by 3% each year after the retired teacher's initial year payment of \$3,000.
4. Any teacher wishing to access this program shall notify the Superintendent in writing of his or her intention to retire prior to February 1 of the teacher's final year of service. The retiring teacher must be 55 before September 1 of the following school year to access retirement benefits under this provision. For the year in which the teacher becomes eligible for Medicare, the amount paid to the teacher shall be the pro rata portion of the year from August 1 until the date of Medicare eligibility.
5. The teacher who retires under the supplement provided for in Article 4 D will be allowed to remain in the Corporation's group medical, vision and dental insurance until the retiree becomes eligible for health benefits under Part A of the Medicare Act provided the retiree pays the full cost of the insurance premium on a timely basis. The retiree's individual VEBA account (if any) may be used to pay the insurance premium.

D. Special Pay.

1. This Section applies only to teachers employed for the 2003/2004 school year.
2. Any teacher who leaves the Porter Township Schools with thirteen (13) or more consecutive years of service to the Porter Township Schools shall receive, upon request, \$10.00 per day for each day of accumulated sick leave. It is agreed that a teacher receiving regular severance may not receive pay pursuant to this special pay provision. Contractual or other leaves approved by the Board shall not interrupt consecutive years of service.
3. Any teacher who dies while in the service of this corporation shall have his/her beneficiary (beneficiaries), as listed on his/her Term Life Insurance Form, paid thirty-five dollars (\$35.00) per day for unused sick days at the time of death.

## ARTICLE 5: SALARY, WAGES AND RELATED PROVISIONS

- A. New Teacher Starting Base Salary. New teachers without any experience will be hired in at the district's then current base salary. The 2019-2020 base salary is \$40,000 (full-time assignment). The Superintendent may establish the salary of a new teacher with prior teaching experience (as described below) upon evaluation of training, degrees, and effectiveness at a rate within the salary range identified below. No new hire will receive a rate of pay higher than any current teacher who has the same years of experience/certification, except: that the rate of a current teacher who did not receive a full base salary increase in any year(s) will not be considered as a comparative; and 2) that in the event the administration has exhausted options to engage a qualified candidate to meet the academic needs of students, after consultation with the Association President, the Superintendent may establish a new hire's salary at a rate that is up to \$2,500 higher than that of a current teacher with the same years of experience/certification, without consideration of a teacher described in subpart (1) above.

For purposes of determining years of experience credit to establish a new teacher's base salary:

1. Years of experience credit shall be given for each year of military service up to a maximum of four (4) years. One (1) full year of military service is necessary to qualify for a year of experience.
  2. Years of experience credit may be given for outside full-time teaching experience at the elementary, secondary, or post-secondary level in public schools that receive local tax dollars provided said school is certified by the appropriate state agency or department.
- B. Salary Range. The school corporation's salary range for the 2019-2020 school year will be \$37,000 - \$69,905, exclusive of increases herein provided, and for the 2020-2021 school year will be determined through 2020 negotiations.
- C. Compensation Plan.
1. Eligibility: In order to be eligible to receive any increase in compensation in a school year, a teacher must be employed with Porter Township School Corporation at the time the information necessary to calculate distribution is known and have: a) completed the immediately prior school year at Porter Township School Corporation; b) been paid in a certificated position for at least 120 days of the immediately prior school year at Porter Township School Corporation; c) except for a teacher who is in his/her first two (2) full school years of providing instruction to students [as provided in I.C. 20-28-9-1.5(d)], received a performance evaluation rating of "effective" or "highly effective" for the immediately prior school year from Porter Township School Corporation and d) returned to teach at the Porter Township School Corporation for the then current school year. Except as noted in subsection (c) above, teachers who

receive a performance evaluation rating of “improvement necessary” or “ineffective” are ineligible for any increase in compensation regardless of points earned in any other category of the plan.

2. 2019-2020 Compensation Plan. The compensation plan utilizes the following categories to determine compensation increase for eligible teachers.

- a. Evaluation rating: Each teacher who receives a performance evaluation rating from Porter Township School Corporation for the immediately preceding school year of highly effective or effective will receive an increase in base salary of 1.5%.

Each teacher who is in his/her first two (2) full school years of providing instruction to students [as provided in I.C. 20-28-9-1.5(d)], who receives an evaluation rating from Porter Township School Corporation for the immediately preceding school year of improvement necessary or ineffective will receive an increase in base salary of .11%.

- b. Experience: [*The salary increase for experience is to reduce the gap.*] Each teacher paid for 120 or more days in a certificated position for the Porter Township School Corporation in the immediately prior school year will receive an increase in base salary of:

- i. teachers with 25 or more years’ experience: 1.5%
- ii. teachers with 1 - 24 years’ experience: 6.75

Gap reduction:

|                | Returning full-time teachers | New with experience increase            |
|----------------|------------------------------|---|
| Salary range   | \$37,000 - \$69,905          | \$39,498 - \$ 70,954                    |
| Average Salary | \$53,453                     | \$55,226                                |
| Gap            | \$16,453                     | \$15,728                                |
|                |                              | <b>Gap reduced by \$725</b>             |
| Reference      |                              |   |
| New range      | \$39,498 to \$ 70,954        | (\$37,000 x 1.0675); (\$69,905 x 1.015) |
| New average    | \$55,226                     | (\$39,498 + \$ 70,954) / 2              |
| New gap        | \$15,728                     | (\$55,226 - \$39,498)                   |
| Gap reduced    | <b>\$725</b>                 | (\$16,453 - \$15,728)                   |

- c. Distribution: Any base salary increase will be retroactively applied within four pay periods after all relevant information is known to determine the allocation.

- d. Redistribution: Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend in the last payroll of the school year.
3. 2020-2021 Compensation Plan. The 2020-2021 compensation plan and funding will be negotiated during the 2020 negotiation season.
- D. Method of Salary Payment: The parties agree that all teachers will be paid on the basis of 24 equal pays, subject to adjustments based on compensation increases under this Agreement.
- E. Extended Contracts. The rate of pay for extended contracts shall be the teacher's daily rate times the number of days included in the extended contract. The calculation shall be made in the following manner: teacher salary/number of days in the regular contract year = teacher's daily rate; this daily rate will be multiplied by the number of days the extended contract extends beyond the regular contract year.
- F. Supplemental Service Contract. A teacher of summer school and adult education classes shall be engaged under a Supplemental Service Teachers' Contract and shall be paid at an hourly rate determined by the Superintendent. [information only]
- G. Extra-Curricular and Ancillary Duty Wages:
1. Those teachers supervising educationally approved Field Trips, on a non-instruction day, shall receive a stipend of fifty dollars (\$50.00) per day. Overnight Field Trips are exempt from this provision.
  2. A teacher providing non-credit instructional service which is not supported by state funding shall receive \$16.88 per hour.
  3. A teacher who attends professional development workshops sponsored by the school corporation shall be paid an hourly stipend equal to the school corporation's starting base salary multiplied by .00085.
  4. A teacher requested by his/her principal to provide instruction during a regularly assigned preparation period is considered an ancillary duty which will be compensated as a stipend at the teacher's hourly rate per class period covered. The stipend will be paid at the end of the semester.
  5. A teacher requested by his/her principal to teach an on-line course outside the regular school day is considered an ancillary duty which will be compensated at the rate of \$25 per hour.

6. A teacher assigned to the ancillary duty of preparing instruction, delivering instruction, assessing student mastery, and direct student supervision of an additional 125 or more students shall receive a stipend of between \$70 and \$90 per day as determined by the Superintendent after consultation with the Association President. The stipend will be paid at the conclusion of the assignment. This provision expires on June 30, 2021.
7. Wages for all other extra-curricular duties shall be paid in accordance with the negotiated index attached as Appendix A.

H. Other Benefits.

1. Teachers who are required as part of their teaching assignment to drive personal automobiles shall be reimbursed for such use at the maximum deductible rate allowed by the IRS. After the claim, in proper form, is submitted by the teacher, it will be placed upon the next regular School Board meeting claim docket and, if approved, paid on the next regularly scheduled pay day.
2. The Board will pay the cost of statutorily required periodic expanded criminal history checks of teachers.

## **ARTICLE 6: GRIEVANCE PROCEDURE**

### A. Definitions:

1. A "grievance" is a claim by one or more teachers or the Association of a violation, a misapplication, or a misinterpretation of the terms of this contract.
2. The term "teacher" includes any individual or group of individuals within the bargaining unit.
3. The term "day" when used in this Article shall be a weekday, except if it falls on a school holiday or during recess.

### B. Three Stage Grievance Procedure.

Teachers will meet with Principals in an effort to resolve an issue before filling a formal grievance.

#### 1. First Stage - Principal

- a. The first stage grievance must be filed within ten (10) days of the specific act which is alleged to be a violation of the terms of the collective bargaining agreement. The formal grievance shall set forth the date of occurrence, the nature of the grievance, contractual provision(s) allegedly violated and the relief sought. Within five (5) days of receipt of the grievance, the principal shall establish, at a mutually agreeable time, a meeting to discuss the grievance. This meeting shall take place within ten (10) days of the date upon which it was established. The principal shall have five (5) days following the meeting to indicate, on the grievance form, his or her disposition of the grievance and to tender it to the teacher and the Association.
- b. If the Association is not satisfied with the principal's disposition, it must complete a School Corporation Grievance Form and submit it to the Superintendent within ten (10) days of the receipt of the disposition.

#### 2. Second Stage - Superintendent

The Superintendent shall hold a meeting to hear the grievance within ten (10) days of receipt of the grievance. The Superintendent shall indicate the disposition of the grievance within seven (7) days of the meeting and tender it to the teacher and the Association.

#### 3. Third Stage - Arbitration

If the Association is not satisfied with the disposition of a grievance, or if no



disposition has been made within the period provided in Stage Two, the grievance shall, upon motion of the Association be submitted to binding arbitration before an impartial arbitrator. The Association shall serve written notice to the Superintendent of its intent to arbitrate by submitting a copy of its Request for Arbitration Panel from the Federal Mediation and Conciliation Service (FMCS) within twenty (20) work days after receiving the Stage Two answer. The Board recognizes the right of the Association to initiate a request for a panel submission and that FMCS is authorized to provide such panel upon such request.

Following submission of a panel of arbitrators to each party by the FMCS, a representative of each party shall within five (5) days of receipt of said panel cross off the names of any arbitrators who are unacceptable and number the names of those remaining in order of preference, with one being the first choice, two being the second choice and so on down the line. Within seven (7) days of receipt of the panel from FMCS the two representatives shall confer either in person or by phone for the purpose of selecting the arbitrator. The arbitrator whose names have been crossed out by either party shall not be appointed. The numerical ratings of the remaining arbitrators shall be added together with the arbitrator who will hear the case unless that arbitrator disqualifies himself/herself. In the event an arbitrator disqualifies himself/herself, the arbitrator with the next lower numerical rating will be requested to hear the case. This procedure shall be followed until an arbitrator is selected.

The conduct of all proceedings hereunder shall be in accord with the Code of Professional Responsibility for Arbitrators of Labor Management Disputes as adopted by the National Academy of Arbitrators, The American Arbitration Association and the FMCS. All costs of the aforementioned proceedings shall be defrayed as follows: One-half (1/2) by the teacher and/or Association and one-half (1/2) by the Board.

The arbitrator shall not be bound by formal rules of evidence; however, normal cross-examination rights will be maintained.

- a. The arbitrator may not add to, subtract from, or modify the express terms of the collective bargaining contract.
- b. No consideration will be given to any evidence, allegation, or remedy that had not been disclosed to the other party at least twenty-one (21) days prior to the hearing.
- c. The time limits will be strictly observed but may be extended by mutual agreement of the parties.
- d. All meetings held under the terms of the grievance procedure shall be held in private unless mutually agreed that it is to be a public meeting.

- e. No reprisal or punitive action of any kind shall be taken by either party against either party of interest or by a participant in the grievance procedure by reasons of such participation.
- f. The record of the grievance procedure will be kept separately from the personnel files of the teacher.

#### **ARTICLE 7: EFFECT OF THE AGREEMENT**

- 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 hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.
- B. Should an Article, Section or Subsection of this Agreement be declared illegal by a court of competent jurisdiction, the affected Article, Section or Subsection, as the case be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections and Subsections shall remain in full force and effect for the duration of the Agreement, if not effected by the deleted Article, Section or Subsection.

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**STATEMENT OF AGREEMENT**

The term of this Agreement is from July 1, 2019 to and including June 30, 2021, subject to reopener during the 2020 negotiations period for starting base salary, compensation plan, and funding of the compensation plan for the 2020-2021 school year.

This Agreement is so attested to by the parties whose signatures appear below.

Board approved on \_\_\_\_\_, 2019.

PORTER TOWNSHIP SCHOOL CORPORATION  
BOARD OF SCHOOL TRUSTEES

\_\_\_\_\_  
Johanna Williams, President

\_\_\_\_\_  
Lilann Sgouros, Vice President

\_\_\_\_\_  
Natalie Wargo, DDS, Secretary

\_\_\_\_\_  
Laura Chavez, Member

\_\_\_\_\_  
Mary Harlow, Member

\_\_\_\_\_  
Stacey Schmidt, Ph.D., Superintendent

Ratified on \_\_\_\_\_, 2019

ASSOCIATION OF PORTER TOWNSHIP EDUCATORS

\_\_\_\_\_  
Jori Swan Caratini, President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX A**  
**2019-2021 ECA**

| <b>ACTIVITY</b>                  | <b>RATE</b> | <b>ACTIVITY</b>            | <b>RATE</b> |
|----------------------------------|-------------|----------------------------|-------------|
|                                  |             |                            |             |
| <b>Clubs</b>                     |             | <b>Choir</b>               |             |
| HS Spanish                       | \$515.00    | Elementary Choir           | \$515.00    |
| HS French                        | \$515.00    | MS<br>Performance/Contests | \$1,030.00  |
| BGE Art                          | \$515.00    | HS<br>Performance/Contests | \$1,442.00  |
| MS Art                           | \$515.00    | HS Swing                   | \$515.00    |
| HS Art                           | \$515.00    |                            |             |
| MS Art Show                      | \$165.00    | <b>Drama</b>               |             |
| HS Art Show                      | \$165.00    | Fall                       | \$824.00    |
| Key Club                         | \$824.00    | Spring                     | \$824.00    |
|                                  |             |                            |             |
| <b>Science Fair</b>              |             | Natural Helpers            | \$721.00    |
| HS                               | \$618.00    |                            |             |
| MS                               | \$309.00    | PLE Yearbook               | \$335.00    |
|                                  |             | BGE Yearbook               | \$335.00    |
| <b>Bowls</b>                     |             | MS Yearbook                | \$361.00    |
| BGE Math Bowl - 4 <sup>th</sup>  | \$412.00    | HS Yearbook                | \$567.00    |
| BGE Math Bowl - 5 <sup>th</sup>  | \$412.00    |                            |             |
| BGE Spell Bowl - 4 <sup>th</sup> | \$412.00    | <b>NHS</b>                 |             |
| BGE Spell Bowl - 5 <sup>th</sup> | \$412.00    | MS                         | \$412.00    |
| BGE Science Bowl                 | \$412.00    | HS                         | \$927.00    |
| Spell Bowl MS                    | \$412.00    |                            |             |
| Spell Bowl HS                    | \$412.00    | <b>Student Council</b>     |             |
|                                  |             | BGE                        | \$567.00    |
| <b>Academic Teams</b>            |             | MS                         | \$670.00    |
| MS Head Coach                    | \$206.00    | HS                         | \$773.00    |
| MS English                       | \$515.00    |                            |             |
| MS Math                          | \$515.00    | <b>Class Sponsor</b>       |             |
| MS Science                       | \$515.00    | 9 <sup>th</sup>            | \$618.00    |
| MS Social Studies                | \$515.00    | 10 <sup>th</sup>           | \$721.00    |
| HS Head Coach                    | \$206.00    | 11 <sup>th</sup>           | \$1,236.00  |
| HS English                       | \$618.00    | 12 <sup>th</sup>           | \$979.00    |
| HS Fine Arts                     | \$618.00    |                            |             |
| HS Math                          | \$618.00    | <b>Department Chair</b>    |             |
| HS Science                       | \$618.00    | MS                         | \$103.00    |
| HS Social Studies                | \$618.00    | HS                         | \$103.00    |
|                                  |             |                            |             |
| <b>Band</b>                      |             |                            |             |
| MS<br>Performance/Contests       | \$721.00    |                            |             |
| HS<br>Performance/Contests       | \$1,236.00  |                            |             |

**APPENDIX A**  
**2019-2021 ECA**

|             |            |  |  |
|-------------|------------|--|--|
| HS Pep Band | \$1,030.00 |  |  |
|             |            |  |  |

| ACTIVITY                 | RATE       |            |
|--------------------------|------------|------------|
|                          | Boys       | Girls      |
| <b>Basketball</b>        |            |            |
| Varsity                  | \$5,150.00 | \$5,150.00 |
| JV                       | \$3,296.00 | \$3,296.00 |
| Frosh                    | \$2,163.00 | \$2,163.00 |
| 8 <sup>th</sup>          | \$1,133.00 | \$1,133.00 |
| 7 <sup>th</sup>          | \$1,030.00 | \$1,030.00 |
| 6 <sup>th</sup>          | \$824.00   | \$824.00   |
|                          |            |            |
| <b>Volleyball</b>        |            |            |
| Varsity                  | \$2,060.00 | \$2,472.00 |
| JV                       | \$927.00   | \$1,442.00 |
| Frosh                    |            | \$1,236.00 |
| 8 <sup>th</sup>          | \$618.00   | \$721.00   |
| 7 <sup>th</sup>          |            | \$670.00   |
| 6 <sup>th</sup>          |            | \$670.00   |
|                          |            |            |
| <b>Football</b>          |            |            |
| HS Head Coach            | \$3,296.00 |            |
| HS Assistant             | \$2,369.00 |            |
| MS Head Coach            | \$1,236.00 |            |
|                          |            |            |
| <b>Cross Country</b>     |            |            |
| Varsity                  | \$2,369.00 | \$2,369.00 |
| MS (combined)            | \$1,133.00 |            |
|                          |            |            |
| <b>Baseball/Softball</b> |            |            |
| Varsity                  | \$4,017.00 | \$4,017.00 |
| JV                       | \$1,854.00 | \$1,854.00 |
| MS                       | \$927.00   | \$618.00   |
|                          |            |            |
| <b>Track</b>             |            |            |
| Varsity                  | \$2,575.00 | \$2,575.00 |
| Varsity Assistant        | \$515.00   | \$515.00   |
| MS                       | \$1,030.00 | \$1,030.00 |
|                          |            |            |
| <b>Golf</b>              |            |            |
| Varsity                  | \$2,472.00 | \$2,472.00 |
|                          |            |            |
| <b>Soccer</b>            |            |            |
| Varsity                  | \$2,781.00 | \$2,781.00 |

**APPENDIX A**  
**2019-2021 ECA**

|   |  |            |
|---|--|------------|
| JV  | \$1,339.00   |            |
|   |  |            |
| <b>Wrestling</b>  |  |            |
| Varsity   | \$2,472.00   |            |
| MS  | \$824.00   |            |
|   |  |            |
| <b>Tennis</b>   |  |            |
| Varsity   |  | \$2,472.00 |
|   |  |            |
| <b>Dance</b>  |  |            |
| HS  |  | \$1,442.00 |
| MS  |  | \$618.00   |
|   |  |            |
| <b>Cheerleading</b>   |  |            |
| Varsity   |  | \$1,236.00 |
| JV  |  | \$979.00   |
| MS  |  | \$876.00   |
|   |  |            |
|   |  |            |
| <b>Other</b>  |  |            |
|   |  |            |
| Homebound Instruction   | Bachelor's - \$19.88/hour<br>Master's - \$22.58/hour |            |
|   |  |            |
|   |  |            |
| Weight room Supervisor<br>(available funds capped at<br>\$2,000/year) | \$14.20 / hour (certified rate)                      |            |
|   |  |            |
| Ticket taking (athletic or<br>ECA events)                             | \$31.00 / game or contest                            |            |
|   |  |            |
| Announcer   | \$31.00 / game or contest                            |            |
|   |  |            |
| Scorebook   | \$31.00 / game or contest                            |            |
|   |  |            |
| Scoreboard  | \$31.00 / game or contest                            |            |

