

AGREEMENT

Between

The Porter County Education Services

and

The Special Education Teachers' Association

on

**Salary, Wages, and Salary & Wage Related
Fringe Benefits**

for a period

**Beginning July 1, 2017
and Ending June 30, 2019**

**750 Ransom Road
Valparaiso, Indiana**

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ARTICLE I: RECOGNITION AND APPLICATION

- A. The Porter County Education Services, hereinafter "Interlocal," hereby recognizes the Porter County Special Education Teachers' Association, an affiliate of the Indiana State Teachers' Association and the National Education Association, hereinafter "Association," as the exclusive representative of the teachers.
- B. The term "Teacher" when used in this Agreement shall refer to all certified personnel employed as teachers as defined by I.C. 20-18-2-22 and employed by the Porter County Education Services through a temporary or regular contract and is assigned within the Special Education Division or the Vocational Division, except the Executive Director and the Administrators of the Special Education or Vocational Divisions.

ARTICLE II: FRINGE BENEFITS

A. Insurance

- 1. The Superintendents of the member districts of the Porter County Education Services, hereinafter "Interlocal Board," shall provide a group life insurance protection plan for full time teachers which shall pay the teacher's designated beneficiary the sum of fifty thousand dollars (\$50,000) in the event of death and one hundred thousand dollars (\$100,000) in the event of an accidental death. The Interlocal Board shall pay all premiums except one dollar (\$1.00), which shall be paid by the teacher. If the life insurance company allows the teacher to purchase additional life insurance, the teacher may use payroll deduction to pay the additional premium. For any teacher who leaves the employ of the Interlocal, life insurance coverage will end the last day of the month in which the teacher's resignation becomes valid. Teachers who do not have a contract are not eligible for life insurance. Teachers who have a contract shall be eligible for coverage pursuant to the life insurance policy requirements.
- 2. Health and Dental insurance will be provided through the Porter County School Employees' Insurance Trust. The Association shall be represented on the Health Insurance Trust's Board of Trustees whose purpose is to improve benefits and/or the cost of insurance.
 - a. The Interlocal Board shall offer a health insurance plan for all teachers who have a full year assignment and who meet the minimum work requirements of the Porter County Schools Employees' Insurance Trust.
 - b. Teachers shall become eligible for group health coverage pursuant to the policy requirements.
 - c. The teacher shall pay twenty percent (20%) of the single plan premium or twenty percent (20%) of the family plan premium depending on which plan the teacher elects.
 - d. For any contracted teacher who leaves the employ of the Interlocal and who has worked 120 days or more in the current school year, the Interlocal shall continue to pay its portion of the premium to provide coverage through September 30 of that calendar year. The teacher's 20% share of the premium shall be paid through September 30. The teacher shall thereafter have any and all rights to continue coverage pursuant to federal statute. For any contracted teacher who leaves the employ of the Interlocal with less than 120 working days, health insurance shall end the last day of the month in which the teacher's last working day occurs. The teacher shall thereafter have any and all rights to continue coverage pursuant to federal statute.
 - e. Teachers who do not have a contract are not eligible for health insurance.
 - f. Bargaining unit members retiring from the Interlocal shall have the right to remain on the group health and/or dental plan until age 65, provided they remit the full monthly insurance premium to the Interlocal each month by the date specified by the Interlocal.

3. The Interlocal Board shall provide a dental insurance program for all teachers who have a full year assignment and who meet the minimum work requirements of the Porter County Schools Employees' Insurance Trust provided the teacher pays twenty percent (20%) of the single plan or twenty percent (20%) of the family plan depending upon which plan the teacher elects. Teachers shall become eligible for coverage pursuant to the insurance policy requirements.
4. After FMLA Leave has been exhausted, teachers may continue to participate in the Group Health/Dental Insurance program subject to COBRA laws and regulations.
5. The Interlocal Board shall provide a long term disability insurance protection plan for full time teachers as outlined in Section 2 paragraphs (d) and (e). The Interlocal Board shall pay all premiums except one dollar (\$1.00); which shall be paid by the teacher.
6. Section 125
 - a. The Interlocal Board shall provide a Section 125 plan for eligible employees electing to participate in such a plan. Monthly service charges for all participating employees will be paid using excess funds from the account. If there are no excess funds available, this cost will be paid by the Interlocal Board up to \$3.75/month. Additional cost will be paid by the employee. Employees may elect to participate in any generation(s) of the plan. There will be a cap of \$4,000 over premium.

ARTICLE III: GRIEVANCE PROCEDURE

- A. The Association and Administration agree that attempts will be made to resolve all concerns outside the grievance process. An Association Representative may attend this/these meeting(s) at the request of the teacher. It is understood that this/these meeting(s) do not constitute Level I of the grievance procedure.

A claim by a teacher that there has been a violation, misinterpretation, or misapplication of any policy, approved rules or regulations, or agreements of the Special Education and/or Vocational Division may be processed as a formal grievance at the discretion of grievant. The grievant shall have thirty (30) school days from the time the alleged violation occurs to initiate Level I. The time line begins to accrue on the date that the violation is made known or should have been known to the grievant.

- B. If, in the judgment of the Association, the grievance affects a group or class of employees, the Association may submit such grievances, in writing, to the Executive Director of the Porter County Education Services, hereinafter "Executive Director," or designee directly, and the processing of such grievances shall commence at Level I of the formal grievance procedure.
- C. The grievance procedure is:

Level I

1. The teacher and SETA Representative shall discuss the alleged grievance with the appropriate administrator and shall inform the administrator that this is Level I of the Grievance Procedure. The teacher must identify the specific language of the contract that is grieved and the requested relief. All attempts should be made to resolve at this level.

Level II

2. If, after the Level I meeting, the Association feels that a grievance exists, a written statement of the grievance shall be prepared, signed by the teacher and/or the Association Representative, and it shall be sent by certified mail to the Executive Director. The written statement shall reasonably describe the grievance and contain the relevant facts of allegations and state requested remedy.
3. The Executive Director or, in his/her absence, the Assistant Director shall meet with the teacher and the representative of the Association within ten (10) school days of receipt of the written

statement in an effort to resolve the grievance; shall within five (5) school days of such meeting indicate the disposition of the grievance in writing; and shall furnish a copy to the teacher and to the representative of the Association.

Level III

4. If the Association is not satisfied with the disposition of the grievance, a copy of the written grievance submitted to the Executive Director may be forwarded to the Interlocal Board.
 5. At the next regularly scheduled meeting of the Interlocal Board, the teacher and/or representative of the Association may appear before the Interlocal Board in Executive Session.
 6. The Interlocal Board shall indicate its disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the teacher and to the representative of the Association.
- D. The time limits provided in the Article shall be strictly observed but may be extended by written agreement between the parties.
1. The failure of the grievant to act within the time limits set forth shall preclude further appeal of the grievance.
 2. The failure of the Administration to act within the time limits set forth shall allow the grievant to proceed to the next step of the procedure.
 3. In the event a grievance is filed after May 15th of any year, the Board and Association shall cooperate in processing such grievance prior to the end of the school year whenever possible.

Notwithstanding the expiration of the Contract, any claim or grievance arising thereunder may be processed through the grievance procedure to resolution. All documents, communications, and records dealing with the processing of a grievance shall be filed in the personnel files of the participants. An employee engaged during the school day in the investigation, preparation, or presentation of a grievance, or who is a witness for same, may use Association leave as approved by the SETA President or apply for personal leave. (See appropriate leave sections)

ARTICLE IV: LEAVES OF ABSENCE

Absence Procedure. All teachers shall report all absences using the Interlocal's current absence report system. In addition, all teachers assigned to a district that uses an absence report system different from the Interlocal's system must also report absences using the district's report procedure.

Authority to Approve Leaves. All action regarding leaves (Article XI) will be by the Executive Director; in the absence of the Executive Director, by the Assistant Director.

Correlation of Leaves with FMLA. Leaves of Absence are subject to the rules and regulations of the Family and Medical Leave Act.

Regarding a leave requiring Executive Director approval, the teacher will receive notification of acceptance or denial via email attachment or fax within five school days (using the SELF calendar) of receipt of a complete form with all appropriate supporting documentation/information. Regarding a leave requiring Board approval, the teacher will receive notification of acceptance or denial via email attachment or fax within three (3) school days (using the SELF calendar) following the Board meeting.

If a leave of absence was denied for any reason other than the form was submitted five (5) school days or more after the leave was taken, the following appeal process applies. The teacher must begin his/her appeal process within ten (10) school days of receiving notice that a leave was denied.

1. The teacher will submit a written request for reconsideration of the denial to the Executive Director. The Executive Director will mail his/her final decision within ten (10) school days after receiving the teacher's request for reconsideration.

2. If the teacher disagrees with the final decision of the Executive Director, the teacher will submit a written request to the Interlocal Board for further consideration of the leave request. The written request must be submitted to the Interlocal Board at the Executive Director's office within ten (10) school days after the Executive Director's final decision is mailed to the teacher. The teacher may meet with the Interlocal Board at its next regular meeting. The Interlocal Board shall meet in Executive Session to consider the teacher's request.

A. Paid Sick Leave

Unused Paid Sick Days

Unused sick leave days may be accumulated with no limit over the course of the teacher's employment in the Interlocal.

1. Paid Sick Days

Each teacher shall be entitled to be absent on account of injury, illness, quarantine, or family illness for the following:

a. First contractual day is any day first semester.

- (1) Full time – First year in the Interlocal, twelve (12) full days (equivalent twenty-four (24) half days); succeeding years, ten (10) full days (equivalent twenty (20) half days)
- (2) Half time – First year in Interlocal, six (6) full days (equivalent (12) half days); succeeding years, five (5) full days (equivalent ten (10) half days)
- (3) Less than half-time – First year in Interlocal, three (3) full days (equivalent six (6) half days); succeeding years, two and one half (2 ½) full days (equivalent five (5) half days)

b. First contractual day is any day second semester.

- (1) Full time – six (6) full days (equivalent twelve (12) half days)
- (2) Half time – three (3) full days (equivalent six (6) half days)
- (3) Less than half-time – one and one half (1½) full days (equivalent three (3) half days)

2. Assault Leave

If, during the course of performing those duties assigned to the teacher by the Interlocal, the teacher is physically injured by a student or student's caregiver, the teacher's doctor-ordered absence from work will not be charged against his/her accumulated sick days. A written verification from a physician that the teacher is unable to work must be on file in the Finance Office. Assault leave shall terminate when the teacher becomes eligible for Long Term Disability.

3. Absence of Five Consecutive Days

- a. If a teacher is absent from work five (5) or more consecutive school days the Executive Director may require a statement from a doctor regarding the teacher's absence and/or ability to perform the essential job functions.
- b. Those teachers who will not consult a physician due to religious convictions shall provide a written statement regarding this conviction when they first become employed in the Interlocal or upon change in their conviction.

4. Prior Accumulated Paid Sick Days

The transfer of sick days shall be in accordance with the laws of the State of Indiana. Accounting of these days shall be provided to the teacher in a timely fashion upon receipt of information from

previous schools. In the event a teacher has accumulated one (1) or more days of paid sick leave in a prior school corporation of the State of Indiana, starting in the second year and in each succeeding year of employment in the Interlocal, these previously accumulated sick days shall be added to the sick days provided under this Agreement, at the rate of up to three (3) days of sick leave per year. The previously accumulated sick days are added, as set forth above, until the number of accumulated sick days to which the teacher was entitled in the last place of employment are exhausted.

5. Accounting of Accumulated Sick Days

A teacher shall be given a written accounting by the first contract day of each school year of his/her sick days accumulated as of the first day of the current contract.

6. Accumulation of Sick Days While on Following Leaves: Disability and Child Care

- a. Any teacher on one of the stated leaves which extends into the beginning of a new school year, and who is using previously accumulated sick days for that leave, shall accumulate the new year's sick days on the 1st contract day.
- b. Any teacher who is on one of the stated leaves which extends into the beginning of a new school year, and has no previously accumulated sick days for that leave, shall accumulate paid sick days for the new school year upon his/her return to work as per Article IV, Section A, subsection 1(a) or (b), as applicable.
- c. Sick days must be used consecutively during leaves. Teachers may choose to save a specific number of sick days for use the following school year. Saving sick days does not satisfy requirements to gain the next school year's allotment of days. Return to active status is required to receive the next year's allotment of sick days.

B. Paid Personal Leave

1. Upon application, each teacher shall be entitled to be absent, with pay, in each school year for the transaction of personal business and/or to conduct personal or civic affairs.
 - a. First contractual day is any day first semester
 - (1) Full time – 3 days (equivalent 6 half days)
 - (2) Half time – 1.5 days (equivalent 3 half days)
 - (3) Less than half-time – 1 day (equivalent 2 half days)
 - b. First contractual day is second semester
 - (1) Full time staff – 1.5 days (equivalent 3 half days)
 - (2) Half time staff – 1.0 day (equivalent 2 half days)
 - (3) Less than half-time staff – .5 day
2. When possible, application shall be submitted in advance of the requested leave. Any application for paid personal leave must be submitted to the Finance Office within five (5) school days after the leave has been taken or the leave shall be denied. As a part of the application, the teacher must include a written statement describing the reason and necessity for the absence, as required under the Indiana Code.
3. Unused paid personal leave days shall accumulate to a maximum of four (4) days. Teachers may use four (4) personal days in a single year once every three (3) years. Any accumulated personal leave days beyond the four (4) accumulated days shall be added to the teacher's accumulated sick leave at the end of each school year.

C. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide additional sick leave for teachers who have exhausted their accumulated sick leave and paid personal leave days. The Sick Leave Bank is not designed to provide unlimited sick leave to teachers.

1. Eligibility and Conditions

- a. Any teacher employed by the Interlocal is eligible to participate in the bank. A contribution of one (1) sick day is required to join the bank.
- b. The bank will be open for voluntary contributions from September 1 through October 1 of each school year. Teachers who have become employed after the October 1 enrollment deadline will have thirty (30) calendar days from their first contractual day to enroll. Enrollment forms will be available in the finance office or via the website before September 1 or on the date of hire for employees hired after September 1.
- c. An additional assessment of all sick bank members will be made when the sick bank falls below fifty (50) days. Participants will be notified by the Professional Rights and Responsibilities Committee, hereinafter "PR&R Committee," of an impending assessment via paychecks or via the website.
 - (1) Members who voluntarily withdraw from the sick bank by not donating at a reassessment period must wait until the next assessment period and/or reenrollment to donate a day and rejoin.
 - (2) Members who have no sick or personal day to contribute at the time of the assessment may remain a member, but will automatically be assessed one (1) day at the beginning of the following school year.
 - (3) Teachers who are using sick leave bank days at the time of the additional assessment will not be required to donate a sick day to remain a member.
- d. All sick leave days donated to the bank are considered a permanent donation and lose their identity.

2. Criteria for Use of Bank

(Sick Leave Bank days may only be used for applicant illness or injury.)

- a. Applicant must be a member of the sick bank.
- b. Applicant shall have exhausted all sick and personal days.
- c. Applicant may not be eligible for long term disability.
- d. Applicant shall request withdrawal by submitting to the PR&R Committee and a copy to the Executive Director the appropriate form and doctor statement using the FMLA certification form providing the nature of the disabling condition, period of requested leave, and prognosis for the disability/condition supporting the need for the leave.
- e. The PR&R Committee will render its decision in writing to both the Executive Director and the applicant.
- f. The decision of the PR&R is final.
- g. Applicant may request days within the following guidelines:

<u>Consecutive Years with Interlocal</u>	<u>Range of Days Granted</u>
0 – 5	1 – 20
6 – 15	1 – 46
16+	1 – 61
- h. Teachers on leave due to child care will not be eligible to withdraw days from the bank, but may access days in the event of major complications during pregnancy.

- i. Days granted may not be used for the period of disability when monies are paid to the employee under Worker's Compensation.
- j. A teacher who has received less than the maximum number of Sick Leave Bank days available based on the teacher's years with the Interlocal at the time of the request, may re-apply for additional Sick Leave Bank days, but may not be awarded more days than were available to the teacher when the first request was made. Once the teacher has borrowed the maximum number of days for which he/she was eligible when the first request was made, all days must be repaid before applying to withdraw additional days.

3. Repayment of Days to Sick Bank

- a. A recipient who remains a teacher of the Interlocal shall repay the days borrowed at the rate of at least two (2) sick days per school year until the loan has been repaid. A recipient may pay back more than two (2) days by notifying both the Finance Office and the PR&R Committee, in writing, by June 10.
- b. A recipient who leaves the Interlocal before he/she has repaid days owed to the sick bank shall repay the value of the remaining days at the current substitute rate through any funds available to the teacher. This rate shall be the rate in-effect at the time the teacher leaves and not the rate at the time the days were borrowed.
- c. A recipient who dies or retires under teacher's retirement before repaying days owed the sick bank shall be forgiven said debt.
- d. Teachers who retire under teacher's retirement, and who were members of the sick leave bank, may donate up to 15% of their accumulated sick leave days to the sick leave bank.

F. Bereavement Leave

Bereavement leave days must be consecutive and cannot be interrupted by school closings, holidays, or vacation. In the event of a memorial service to be held at a later date, the teacher may reserve two (2) of the allotted days to attend the memorial service. Bereavement leave days shall not be charged against accumulated sick leave. Upon application:

- 1. In the case of a death in the teacher's immediate family, a teacher shall receive up to five (5) consecutive school days as paid bereavement leave. The first day of this bereavement leave shall be within two (2) school days after the date of the death of the immediate family member. For purposes of this bereavement leave section, "immediate family" shall include father, mother, stepparents, brother, sister, stepbrother, stepsister, spouse, child, stepchild, father-in-law, mother-in-law, foster child, grandchild, or any relative who at the time of death is living in the household of the teacher.
- 2. A teacher shall receive up to three (3) consecutive school days of paid bereavement leave at the time of the death of a grandparent.
- 3. A teacher may be granted up to three (3) consecutive school days of paid bereavement leave at the time of the death of a person living in the household of the teacher.
- 4. A teacher shall receive up to two (2) consecutive school days of paid bereavement leave at the time of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, or the grandparent of a spouse.
- 5. A teacher shall receive up to one (1) school day of paid bereavement leave at the time of the death of an uncle, aunt, niece, nephew, or first cousin.
- 6. A teacher who is asked to serve as a pallbearer shall receive one (1) school day of paid leave to perform this service.

7. In the case of the death of a student, the Executive Director may select a group of teachers to attend the funeral without loss of compensation.
8. In the case of the death of an Interlocal staff member, the Executive Director may select a group of teachers to represent the Interlocal at the funeral, without any loss of compensation.

G. Disability Leave

This provision applies to all instances where a teacher is unable to perform his/her duties because of a disability which is substantial in nature or duration. Such disability shall include, but not be limited to, disability arising from major surgery, physical illness, mental illness, severe emotional disturbance, or injury.

A teacher is eligible to use all or any portion of his/her accumulated sick days during the period of disability. Accumulated sick days may not be used during a disability leave of absence at any time the teacher's physician has certified that the teacher is able to work, pursuant to Indiana law.

A request for disability leave must be made to the Executive Director as soon as possible after learning of the need for the leave but no later than fifteen (15) calendar days after learning of the need for the leave. The request must include the expected beginning and ending dates of the leave and a physician certification using the FMLA certification form providing the nature of the disabling condition, period of requested leave, and prognosis for the disability/condition supporting the need for the leave. Where the teacher is unable to complete this task, a representative of the teacher shall do so on his/her behalf.

1. If, because of the disability, the physician determines that the teacher is no longer able to perform the essential job functions and the executive Director determines no reasonable accommodations can be made, the teacher shall be considered to be disabled.
2. The Executive Director shall then notify the Interlocal Board of the Disability.
3. The Interlocal Board shall determine whether to grant or deny the teacher's application for unpaid disability leave which would extend beyond the teacher's FMLA allotment.
4. The Interlocal Board, at its discretion, may require an evaluation/examination of the teacher's medical status in the process of evaluating the teacher's application. The physician who will perform the examination shall be chosen by the teacher from a panel of three (3) doctors named by the Interlocal Board. The examination shall be at the Interlocal Board's expense.
5. A teacher who is disabled beyond the expiration of his/her current contract, and who has requested a continuation of his/her disability leave of absence, may be granted this continuation, which shall not exceed one (1) school year from the expiration of his/her current contract.
6. A teacher who wishes to stop performing his/her duties prior to the time that he/she qualifies as disabled may request an appropriate leave of absence. The request for a leave of absence may be granted for a period not to exceed one (1) year. Teachers who do not wish to return to their duties after they no longer qualify for disability leave must request an appropriate leave.
7. During the term of any disability leave, the teacher and the Interlocal shall execute a regular teacher's contract for each school year in which any part of the leave of absence is granted.
8. A doctor's statement indicating that the teacher is fit to return to work and perform essential job functions is required upon return from a disability leave.
9. If the leave extends beyond the teacher's FMLA allotment, then the return to work date shall coincide with the beginning of a semester or the beginning of a school year.

H. Legal Duty Leave

Upon application, a teacher shall be granted leave, with pay, when he/she is required by law to serve on a jury or attend court proceedings for which the teacher has been subpoenaed, unless the teacher is a party in litigation whose interest is adverse to PCES or officials of PCES.

1. Any application for paid jury duty leave must be submitted to the Finance Office within fifteen (15) school days after the leave has been taken. A document which verifies the dates of the teacher's service on the jury, and which was issued by the court in which the teacher served on the jury, shall be attached to the application.
2. All money received as juror fees or subpoena attendance fees by a teacher who has taken paid legal leave shall be turned over to the Finance Office.

I. Association Leave

1. Upon application, the President of the Association shall be granted ten (10) days of leave with pay in each school year to conduct union business. In addition, five (5) additional days with pay will be granted if the Association pays the cost if a substitute is required. At the discretion of the Association's President, any or all of these leave days may be transferred to other Association members for the purpose of conducting business for the Association.
2. Applications for Association leave shall be submitted to the Finance Office by the President, on behalf of the teacher seeking to take the leave, no later than fifteen (15) school days after the leave is taken. When possible, application shall be submitted in advance of the requested leave. Any application which is submitted more than fifteen (15) school days after the leave is taken shall be automatically denied.

J. Sabbatical Leave

1. Upon application and at the discretion of the Interlocal Board, a teacher may be granted up to one (1) year of paid sabbatical leave.
2. The Executive Director shall make a recommendation to the Interlocal Board regarding the teacher's application. The Interlocal Board will decide whether to grant or deny the teacher's application.
3. Paid sabbatical leave for fulfillment of scholastic requirements toward an additional degree in the area of Special or Vocational Education may be granted by the Interlocal Board to teachers who have completed ten (10) consecutive years of service in the Porter County Education Services. The granting of a sabbatical leave shall be subject to the following conditions:
 - a. A maximum of one (1) eligible teacher per school year shall be granted sabbatical leave.
 - b. Eligible teachers who wish to apply must submit a written application outlining leave plans on or before February 15th of the preceding school year.
 - c. Paid sabbatical leaves shall be for one (1) full school year.
 - d. A teacher shall not be eligible for a paid sabbatical leave more than once every ten (10) years.
4. Payment for sabbatical leave shall be thirty (30%) percent of the teacher's regular salary, based on the salary schedule in effect at the time the teacher is on leave. Payment shall be made in one of the following ways, at the teacher's option:
 - a. Fifty (50%) percent of payment shall be added to the first regular school contract following the teacher's return from sabbatical leave, and the remaining fifty (50%) percent of payment shall be added to the second regular school contract following the teacher's return from sabbatical leave; or,
 - b. The entire payment shall be made on the second pay in September or the second pay in January of the school year the teacher is on sabbatical leave, provided that the teacher has signed a secured promissory note for the payment amount, which note shall become

due if the teacher does not complete two (2) years of service with the Interlocal under regular contract immediately following the sabbatical leave of absence.

5. A teacher on sabbatical leave must complete twelve (12) semester hours toward an additional degree, or eighteen (18) quarter hours per semester toward an additional degree to be eligible for payment as stipulated above. Transcripts or other supporting data must be received in the Finance Office on or before November 1.
6. During the sabbatical leave, if a teacher completes with passing grades twenty (20) semester hours, or thirty (30) term (quarter) hours, credit towards retirement may be granted by Indiana State Teachers' Retirement Fund pursuant to the statute. Evidence of the leave and a transcript of credits must be sent to the Indiana State Teachers' Retirement Fund office to claim any possible credit.
7. The teacher's return to work date shall coincide with the beginning of a semester or the beginning of a school year.

K. Family and Medical Leave Act

Teachers will be eligible for leave pursuant to the terms and conditions for Family and Medical Leave as currently set forth in the PCES FMLA policy. This provision will be automatically deleted from the collective bargaining agreement should the Family and Medical Leave Act be repealed or held to be not applicable to public employers such as the Porter County Education Services

ARTICLE V: PROFESSIONAL DAYS

A. Professional Rights and Responsibilities Committee

1. The PR&R Committee will review teacher-initiated applications for professional leaves submitted by all teachers and applications to the Sick Leave Bank (See Article IV, Section C). Application forms will be made available on the PCES website. The PR&R Committee shall consist of five (5) members. The PR&R Committee members shall be appointed by the President of the Association. All appointees to the PR& R Committee shall begin their terms of office on July 1st of the year in which their terms of office begin. A quorum for the PR&R Committee shall be no less than three (3) members. At the discretion of the chairperson, the PR&R Committee shall meet at least two (2) times each month throughout the school year and as required during any months which are not included in the school year.
2. Teachers must promptly submit their applications for professional leave to the PR&R Committee mailbox at the Interlocal Office. When possible, application shall be submitted in advance of the requested leave. Any application which is submitted more than fifteen (15) school days after the leave is taken shall be automatically denied. Denial pursuant to this paragraph shall be final.
3. Discussions regarding the PR&R Committee's business are confidential. The PR&R Committee's decisions are to be in the best interest of the Interlocal, the general membership of the Association, as well as in the best interest of the teacher who submitted the application. The PR&R Committee members may request whatever information they deem necessary to arrive at a decision with respect to any application for professional leave.
4. If a teacher disagrees with the PR&R Committee's decision and wishes further consideration regarding his/her application for professional leave the teacher will submit in writing, a request to the PR&R Committee to reconsider its decision. The PR&R Committee's final decision may be appealed to the Executive Director. This written appeal must be submitted to the Executive Director's office within ten (10) school days after the PR&R Committee's decision to deny the application for professional leave is mailed to the teacher.

B. Paid Professional Leave (Submit Application to PR&R Committee)

1. In each school year, upon application, a teacher shall be granted at least one (1) day of professional leave, without loss of compensation, for the purpose of:

- a. attending and/or participating in educational conferences, workshops, and meetings of local, state and national educational organizations and of colleges, universities, or governmental agencies concerned with public school education; or
 - b. visiting other schools or educational institutions for the purpose of observing instructional techniques.
- 2. Paid professional leave days shall be taken only during the term of the teacher's contract.
 - 3. The PR&R Committee shall have a budget, established in each school year, for the purpose of reimbursing teachers for expenses associated with approved paid professional leave, including registration costs. The budget for approved paid professional leave expenses shall be \$10,000.00 each calendar year. Paid professional leave may be approved without reimbursement of expenses. Any balance remaining at the end of the School year in the PR&R Committee's budget for this item shall be carried over into the next school year's budget for this same budget item.

C. Administratively-Initiated Paid Professional Leave

- 1. The Executive Director and/or Interlocal Administration may request that a teacher participate in a paid professional leave activity during the term of the teacher's contract.
- 2. Professional leave may be granted for purposes such as visitation to other classrooms or schools, visits to other educational institutions, mentoring/in-service activities, or attendance of seminars/conventions/ workshops.
- 3. Any expenses associated with an administratively-initiated leave shall not be charged against the PR&R Committee's budget, discussed in Section A above. Any expenses which may be payable by the Interlocal must be approved by the Executive Director in advance.

ARTICLE VI: ADMINISTRATION OF COMPENSATION PLAN

- A. Staff members who are required by their supervisor to participate in due process preparation or testimony on each non-contract day for 1-3 hours will receive a half personal business day and for 4-7 hours will receive one personal business day
- B. Summer school employees issued a Supplemental Service Teacher's Contract shall be paid at an hourly rate based on their Regular Teacher's Contract base salary. Their compensation shall be the same as the preceding school year. The hourly rate shall be computed by using the State Board of Accounts' prescribed procedure. [Notation for information purposes only]
- C. Diagnostic employees performing evaluations during the summer shall be paid by claim at an hourly rate based on their Regular Teachers' Contract base salary. Their compensation shall be the same as the preceding school year. The hourly rate shall be computed by using the State Board of Accounts' prescribed procedure.
- D. Each teacher who must write IEPs will be given a total of seven (7) days to prepare IEPs and/or conduct case conferences.
- E. The Interlocal will continue to contribute an amount equal to 2% of the teacher's regular school year contract base salary into the teacher's 401(a) plan.
- F. The Interlocal will pay for statutorily required periodic background checks on bargaining unit employees every five (5) years.
- G. The compensation plan is attached as Appendix A.

ARTICLE VII: RATIFICATION

This contract shall be effective as of July 1, 2017 and shall continue in effect through June 30, 2019, except that the parties will negotiate regarding funding of the compensation plan for the 2018-2019 contract year during the 2018 bargaining season as described in Appendix A and pursuant to the then current statutory and regulatory requirements.

This contract is made and entered into at Valparaiso, Indiana on this 13 day of November, 2017, by and between Porter County Education Services and the Special Education Teachers' Association, and applies to the Special Education and Vocational Divisions of the Porter County Education Services.

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

For the Porter County Special Education Teachers' Association

BY: Danielle Zecevic
Danielle Zecevic, President

BY: Sarah Black

BY: Kimberly Brown

BY: Christina Kuehl

BY: James S. Mackay

Date of Ratification: 11-9-2017

For Porter County Education Services

BY: Rod Gardin
Rod Gardin, Ph.D., President

BY: Nathan Kleffsch
Nathan Kleffsch, Ed.D., Secretary

BY: Diane Massa
Diane Massa, Executive Director

Date of Board Approval: 11-13-2017

**Appendix A:
COMPENSATION PLAN BETWEEN
PORTER COUNTY EDUCATION SERVICES &
THE SPECIAL EDUCATION TEACHERS' ASSOCIATION**

- A. Salary Range. The salary range for the 2017-2018 school year will be \$37,000 - \$68,300, exclusive of increases provided herein. The salary range for the 2018-2019 school year will be \$37,000 - \$69,900, exclusive of increases provided herein.
- B. New Hire Salary. Base salary will be no less than \$37,000 for new teachers employed full time (100%) beginning with the 2017-2018 School Year. The Executive Director shall evaluate the experience and training of all teachers new to the Interlocal to determine their initial salary within the above salary range.
- C. Pro-rata Salary. For teachers that are not contracted on a full time basis, compensation will be prorated to reflect the percentage of time which they are employed.

D. 2017-2018 Compensation Plan

1. Eligibility: "eligible" for purposes of an increase in base salary for the 2017-2018 school year as provided in Section D(2) below means that a teacher must have:
- a. completed the immediately prior school year at the Interlocal in good standing;
 - b. worked at least 120 days of the immediately prior school year at the Interlocal (except for those on approved leave for FMLA, ADA, WC, provided evaluation completed);
 - c. received a performance evaluation rating of "effective" or "highly effective" for the immediately prior school year from the Interlocal, unless the teacher 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)]. Otherwise, teachers who receive a performance evaluation rating of "improvement necessary" or "ineffective" are ineligible for any increase in compensation and will remain at their prior year's base salary; and
 - d. returned to teach at the Interlocal for the current school year and be employed at the time the information necessary to calculate distribution is known.
2. Base Salary Adjustment to Address Compression (2017-2018 transition only). To address salary compression concerns in the one year window afforded by IEERB:
- a. the base salary of any eligible returning teacher whose 2016 - 2017 base salary was less than \$37,000 will be increased to \$37,000.
 - b. the base salary of those teachers affected by Section 2(a) above who have 1 to 8 (inclusive) years of experience with the Interlocal will be increased by 1.5%.
 - c. the base salary of all other eligible returning teachers will be increased by 2.25%.

The increase will be retroactively applied within two pay periods after all relevant information is known.

E. 2018-2019 Compensation Plan

1. Eligibility: In order to be eligible to receive any increase in base salary a teacher must have:
- a. completed the immediately prior school year at the Interlocal in good standing;
 - b. worked at least 120 days of the immediately prior school year at the Interlocal (except for those on approved leave for FMLA, ADA, WC, provided evaluation completed);
 - c. received a performance evaluation rating of "effective" or "highly effective" for the immediately prior school year from the Interlocal, unless the teacher 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)]. Otherwise, teachers who receive a performance evaluation rating of "improvement necessary" or "ineffective" are ineligible for any increase in compensation regardless of units earned in other categories of the plan and will remain at their prior year's base salary; and

d. returned to teach at the Interlocal for the current school year and be employed at the time the information necessary to calculate distribution is known.

2. Factors: The compensation plan will utilize the following factors to determine any compensation increase. The maximum number of units a teacher may receive is 7 units.

Category 1: Effectiveness Rating (on the evaluation for the immediately prior school year) – 5 unit maximum

- | | |
|---|---------|
| A. Highly Effective or Effective | 5 Units |
| B. Teacher 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)] rated Improvement Necessary or Ineffective | 0 Units |

Category 2: Experience – 2 units

Each teacher who earned a year of experience in a certificated position for the Interlocal in the immediately prior school year will receive 2 points

3. Funding: The parties will engage in negotiations during the 2018 bargaining season, pursuant to the then current statutes and regulations, regarding funding of the compensation plan for the 2018-2019 contract year.

4. Distribution.

- Determine units for each eligible teacher during the applicable school year by totaling units earned in each of the categories.
- Add up the total units earned by all eligible teachers during the applicable school year.
- Divide amount available (as negotiated and approved) by the total units earned by all eligible teachers. This will result in a per unit amount.
- Multiply the per unit amount by the total units earned by a teacher. This will result in each teacher's individual amount to then be distributed as an increase to the prior year's base salary, as a stipend, or as otherwise provided above.
- Note: A redistribution method is not necessary based on the unit and eligibility methods; however in the event redistribution is necessary, any excess will be redistributed to the remaining eligible teachers in the same manner.