Agreement

between

The Board of Education
of
Perry Township Schools

and

The Perry Education Association

2020 - 2021

TABLE OF CONTENTS

PREAMBLE **5**

ARTICLE I – RECOGNITION **5**
SECTION 1 – Association Recognition 5

ARTICLE II - ABSENCE AND LEAVE POLICY **5**
SECTION 1 – Leave Days Granted Annually and Family Illness Days 5-6
SECTION 2 – Sick Leave Transfer from Other School Corporations 6
SECTION 3 – Sick Leave Reinstatement 6
SECTION 4 – Sick Bank 6-10
SECTION 5 – Personal Injury While Employed 10
SECTION 6 – Bereavement Leave 10-11
SECTION 7 – Maternity Benefit and Maternity Leave 11
SECTION 8 – Paternity Benefit and Paternity Leave 11
SECTION 9 – Adoption Benefit and Adoption Leave 12
SECTION 10 – Paid Attendance in Conferences of Local, State, and National Organizations 12
SECTION 11 – Paid Teacher Visitation Day 13
SECTION 12 – Paid Leave of Absence for Advanced Study 13
SECTION 13 – Absence for Court Duty 14

ARTICLE III – PROFESSIONAL GRIEVANCE PROCEDURE **14**
SECTION 1 – Purpose 14
SECTION 2 – Definitions 14
SECTION 3 – Time Provisions Relating to the Grievance Procedure 15
SECTION 4 – Hearings 15
SECTION 5 – General Provisions Relating to the Grievance Procedure 15-16
SECTION 6 – Federal and State Law 16
SECTION 7 – Grievance Procedure 16-17

ARTICLE IV – COMPENSATION PLAN: SALARY (INCLUDING STIPENDS), DEFERRED COMPENSATION AND INSURANCE BENEFITS **18**
SECTION 1 – Basic Salary for Teachers Employed Prior to 2020-2021 18-19
SECTION 2 – Basic Salary for Teachers Hired for the 2020/2021 School Year 20-21
SECTION 3 – Teacher Salary Range 21
SECTION 4 – Extended Non-Contractual Days 21
SECTION 5 – Extended Contracts 21
SECTION 6 – Compensation for Teachers on leave 21
SECTION 7 – Board Approved Leave 21
SECTION 8 – Reduction In Force 21
SECTION 9 – Additional Pay Schedule 22
SECTION 10 – Returning from Uncompensated Leave 22
SECTION 11 – Deferred Compensation Accounts 22
SECTION 12 – General Insurance Provisions 23
SECTION 13 – Health Insurance 23
SECTION 14 – Dental Insurance 23-24
SECTION 15 – Vision Insurance 24
SECTION 16 – Long Term Disability 24

SECTION 17 – Long Term Care Insurance 24
SECTION 18 – Term Life Insurance 25
SECTION 19 – Group Insurance 25
SECTION 20 – INPRS 25
SECTION 21 – Generation I and II Flexible Spending Account Plans 25
SECTION 22 – Reduced Teaching Load Compensation 26
SECTION 23 – Teacher Use of Personal Automobile 26
SECTION 24 – 401(a) Buy-out Program 26

ARTICLE V – RETIREMENT, SEVERANCE, AND DEATH BENEFITS 27
SECTION 1 – General Retirement Guidelines 27
SECTION 2 – Retirement Benefits 27-28
SECTION 3 – Severance Remuneration 28-29
SECTION 4 – Death Benefit 29-30
SECTION 5 – Voluntary Employee Beneficiary Association (VEBA) 30

ARTICLE VI – EFFECT OF THE AGREEMENT 31

ARTICLE VII – TERM OF AGREEMENT 31

APPENDICES

The forms contained in Appendices A, A1, B, B1, C, D, and E will be available in the secretarial area of each school.

A.....LEAVE REQUEST FORM 32
A1.....APPLICATION FOR APPROVAL OF PROFESSIONAL TRAVEL.....33
B.....SICK BANK USE APPLICATION 34
B1.....SICK LEAVE BANK APPLICATION MEDICAL INFORMATION 35
C.....GRIEVANCE REPORT FORM 36
D.....ADDITIONAL PAY SCHEDULE 37-46
E.....GLOSSARY OF TERMS..... 47-48

PREAMBLE

This agreement is made and entered into this 1st day of July 2020, by and between the Board of Education of Perry Township Schools (Board) and the Perry Education Association (Association).

ARTICLE I

RECOGNITION

Section 1 – Association Recognition:

The Board recognizes the rights guaranteed to teachers by law and hereby recognizes the Association as the exclusive representative of all certificated school employees under a valid Regular or Temporary Teacher's contract of Perry Township Schools, but excluding all Central Office Administrators, Directors, Principals, Assistant Principals, High School Directors of Guidance, Middle School Directors of Guidance, High School Athletic Directors and Assistant Athletic Directors, and Middle School Athletic Directors.

ARTICLE II

ABSENCE AND LEAVE POLICY

Section 1 – Leave Days Granted Annually and Family Illness Days:

A. Each teacher shall be granted five (5) **personal business days** and ten (10) **sick leave days** each school year. The teacher may use his/her personal business days to be absent from school without having to provide a reason for said absence; a special form requesting such leave, Form Number Per. 14, Revised 9/2012, (**Appendix A**) must be completed. The number of personal business and sick leave days of each teacher will appear on the record portion of the direct deposit advice statement.

   Any unused personal business and sick leave days shall be rolled over into the teacher's accumulated sick leave at the end of each school year. Additional days may be granted at the discretion of the Board **or as required by state law.**

   A teacher who is pregnant may use available sick leave days for any medically-related absences during the pregnancy.

   Any new hire shall use one (1) of his/her sick leave days for the purpose of becoming a member of the Sick Bank as set forth in Article II, Section 4, Subsection D, Item 3, of this Agreement.

   (Note: Accrued sick and personal days cannot be used during Summer School and/or Intersession.)

B. A teacher may use, from his/her available accumulated sick leave days, a maximum of ten (10) days per year as **family illness days**. A special form requesting such leave, Form Number Per. 14, Revised 9/2012, (**Appendix A**) must be completed and the teacher shall specify on the form his/her relationship to the family member for whom the family illness day is being requested. Family members for whom these days may be taken include any relative or dependent living within the household of the teacher. Also included are spouse, child, father, mother, daughter-in-law, son-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law (teacher's spouse's sibling and spouse or teacher's sibling's spouse),

sister-in-law (teacher's spouse's sibling and spouse or teacher's sibling's spouse), grandparent, grandchild and domestic partner living within or outside the household of the teacher.

Such leave will be granted without loss of compensation. A teacher may, if needed, make a request to the Superintendent for additional family illness leave days, which shall, if granted, also be deducted from the teacher's available accumulated sick leave days.

C. Effective with the 2003-2004 school year, a teacher who accepts less than a full-time position and a new hire who is less than a full-time teacher will receive pro-rata personal business leave and sick leave days.

Section 2 – Sick Leave Transfer from Other School Corporations:

Teachers who have accumulated sick leave in another Indiana school corporation and who are transferring into Perry Township Schools for the first time will transfer all of that accumulated sick leave to this school corporation. Teachers shall bring in up to fifty (50) days of certified accumulated sick leave their first year and five (5) days per year thereafter.

Section 3 – Sick Leave Reinstatement:

A teacher who has previously taught in Perry and is rehired shall have accumulated sick leave previously accumulated with Perry Township Schools fully reinstated, on his/her first day of service, provided that the teacher was not under a teaching contract during the intervening year(s).

Section 4 – Sick Bank:

The purpose of the Sick Bank (hereinafter referred to as the Bank) is to provide sick leave to contributors to the Bank after their accumulated leave has been exhausted and, more specifically, to provide such leave from the Bank in cases of prolonged illnesses. The Bank rules and guidelines are as follows:

A. Membership:

All teachers shall become members of the Bank. The Bank shall be established for all licensed personnel of Perry Township Schools and each teacher shall contribute the individually required number of days as indicated in Article II, Section 4, Subsection D, Item 3, of this Agreement.

B. Members' Agreement:

1. A member may be required to furnish a medical report from a licensed physician at any time before or during the time of the use of the Bank. The medical review will be at the member's expense. The Sick Bank Committee (SBC), defined in Article II, Section 4, Subsection C, of this Agreement, will review each case as required. The SBC reserves the right, if necessary, to limit the number of days granted.

2. A person who has used days from the Bank will be required to repay these days at a rate of five (5) days per year until all days have been paid back. Repayment will begin with the school year immediately following withdrawal of days from the Bank. If a teacher:

a. leaves the employment of the school district before the total number of days is paid back, then the remaining days owed will be deducted from the teacher's total accumulated sick leave at that time.

b. dies before all days are paid back, the teacher will not be required to pay back the balance owed.

c. who has used days from the Bank after August 17, 1999, and has not paid these days back to the Bank upon retirement, the teacher will be required to pay back all of these days up to one-half of his/her accumulated sick day balance.

3. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition of such application, agree in writing substantially as follows: "I specifically acknowledge and agree that the granting of days from the Sick Bank shall be at the sole discretion of the Sick Bank Committee or, in the event of an appeal, the Appeal Board, and that all decisions of the Sick Bank Committee or the Appeal Board will be final and binding. I further agree to abide by such decisions and to indemnify and hold harmless the Perry Education Association, Perry Township Schools, the Sick Bank Committee, and the Appeal Board and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning the application."

4. When a teacher donates days to the Bank, he/she agrees to the above-stated rules for administration of the Bank and agrees to abide by the stated rules.

C. Sick Bank Committee:

1. A committee shall be formed to administer the Bank and to provide the information whereby the Perry Township Education Center Business Office will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Bank, so long as those rules, regulations, and decisions do not modify the Agreement named herein. This committee will be titled the "Sick Bank Committee" (heretofore and hereinafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

a. the Superintendent of Perry Township Schools or his/her designee,

b. the PEA President or his/her designee,

c. one (1) PTEC Central Office administrator or Perry Township Schools building level administrator appointed by the Superintendent, and

d. two (2) bargaining unit members appointed by the PEA President, who should make an effort with these appointments to provide bargaining unit representation from the elementary and secondary levels.

2. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

3. One (1) of the three (3) bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The PEA President will designate the chairperson prior to the first meeting of the SBC.

4. A PTEC Central Office secretary shall be appointed by the Superintendent to be responsible for correspondence of the SBC.

5. The SBC will be responsible for developing the forms needed to operate the Bank.

D. Guidelines:

The Bank shall be administered by the SBC in accordance with the following provisions:

1. The Bank may be used only by the individual contributor for his/her own personal illness.

2. Days from the Bank may be used only for those work days that the individual contributor is employed under a Regular Teacher's Contract.

3. Each member of the Sick Bank will initially donate only one (1) day of his/her available sick leave to the Bank. Any new hire who has no accumulated sick leave shall participate in the Bank by initially donating only one (1) day of his/her sick leave days to the Bank. Additional days will be requested by the SBC as required by Article II, Section 4, Subsection D, Item 4, of this Agreement.

4. If the number of days in the Bank falls below fifteen (15) days prior to May 31 of the current contract year, each participant will be required to donate one (1) additional day of his/her available sick leave to the Bank. If the number of days in the Bank falls below fifty (50) by the first day of any school year, each participant will be required to donate one (1) day of his/her available sick leave to the Bank.

5. All days once donated to the Bank become the property of the Bank.

6. The maximum dollar expenditure from the Bank during any one (1) calendar year cannot exceed one hundred twenty-five thousand dollars ($125,000). If this amount is reached at any time during the calendar year, the Bank will cease to operate during the remainder of the year.

7. All requests to receive grants from the Bank must be submitted in writing to the SBC on the prescribed SBC Form(s), Form SBC1, Revised 09/2012 (**Appendix B**) and Form SBC1 Revised 09/2012 (**Appendix B-1**).

8. Any person submitting a request to use the Bank must have made his/her proper contribution and met all eligibility requirements.

9. No teacher shall be permitted to withdraw days from the Bank until all of the teacher's own accumulated sick leave is depleted.

10. Leave from the Bank can only be used for extended illness or disability. [The SBC will generally consider an extended illness one that involves ten (10) or more working days.]

11. Periodic reviews by the SBC of all Bank use will be made. No use may extend more than thirty (30) working days without review by the SBC.

12. Leave from the Bank may not be granted for the period of disability when monies are paid to the teacher under the Workers' Compensation Law, short-term or long-term disability as provided in this Agreement.

13. Days granted will be reimbursed as follows:

    a. The first five (5) days granted will be reimbursed at a rate equal to the per diem rate of pay of the teacher's basic salary for the individual granted the days.

    b. Additional days granted will be determined by the SBC at a rate that will best utilize the money in the Bank. No one will receive more than his/her regular per diem rate of pay.

    c. When days are granted at less than per diem rate, the number of days to be paid back shall be determined by the formula:

       Number of days = amount of money received / current per diem rate (rounded to the nearest whole day)

14. The SBC will review and recommend to the PTS Business Office approval or denial of all requests to draw on the Bank within ten (10) working days after such request is received by the SBC. The SBC will also make its decision known to the applicant within this ten (10) day period.

15. The Sick Bank cannot be utilized in conjunction with Short Term Disability.

E. Appeal Board:

1. An Appeal Board,* composed of the following six (6) persons, will be established:

    a. the Superintendent of Perry Township Schools or his/her designee,

    b. the PEA President or his/her designee,

    c. two (2) members appointed by the Superintendent of Perry Township Schools, and

    d. two (2) members appointed by the PEA President.

    *(Note: No appointed member of the SBC may at the same time be a member of the Appeal Board.)

2. The PEA President or his/her designee will act as Chairperson of the Appeal Board.

3. If a request for use of sick leave days is denied by the SBC, then the applicant may appeal the SBC's decision to the Appeal Board within ten (10) working days after the denial. All decisions made by the Appeal Board must be based on a majority vote. All decisions of the Appeal Board are final and binding.

4. The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.

F. Annual Report:

An annual report of the Bank will be published on or before February 1 for each budget year the Bank is in operation. Administration will prepare this report and forward it to the PEA President for approval and publication. The report shall include a statement of the number of days contributed to the Bank, the number of days granted from the Bank, the number of days remaining in the Bank, and the total cost of the days granted.

Section 5 - Personal Injury While Employed:

In the event a teacher is required to be absent due to an injury sustained as a result of an assault and/or battery which is determined to be compensable under workers' compensation laws while a teacher is properly discharging his/her duties, the teacher shall receive the difference between his/her daily rate paid through workers' compensation and the teacher's daily rate for a period up to one hundred eighty-three (183)* contract school days of absence. The absence caused by an assault and/or battery, for a period up to one hundred-eighty-three (183)* school days described above, shall not be charged against the teacher's sick leave. The Board of Education may require an independent medical or psychological examination at the Board's expense if there is a question as to the condition of the teacher at any time. A teacher must comply with the workers' compensation reporting provisions in order to receive the benefits enumerated under workers' compensation.

*(Note: This number shall be adjusted accordingly with any change in the length of the school year for any teacher.)

Section 6 - Bereavement Leave:

Bereavement Leave is available only within ten (10) calendar days following the date of death. Bereavement leave will be granted without loss of compensation and will not be charged against leave days. Bereavement leave days do not accumulate from year to year.

When there is a death in the immediate family, up to five (5) days of bereavement leave may be granted. Immediate family in this section is interpreted to mean spouse, domestic partner, child, grandchild, parent, grandparent, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and a relative or legal dependent living with the teacher. Bereavement leave for the death of a relative by marriage beyond those listed above, including the teacher's children's grandparents, shall be granted not to exceed two (2) days. Bereavement leave for death of an aunt, uncle, niece, nephew, or cousin related either within the family or by marriage shall be granted one (1) day.

It is understood that in the event of a death over the summer break, this bereavement leave clause will not apply for a teacher who is not teaching under a summer school contract unless the number of allowable days overlaps with the beginning of the next school year. A teacher who is teaching under a summer school contract or claim form will be granted the number of leave days according to the terms of Article II, Section **6,** Paragraph 1 and 2, of this Agreement for a death that occurs during the time of the summer school contract.

Under extenuating circumstances, arrangements for additional bereavement leave days, especially in cases in which extensive travel is required, may be approved upon written request to the principal and the

Superintendent or his/her designee. The teacher should make the request for any additional bereavement leave days before the actual leave days are taken. Those additional days may be charged against the teacher's available sick leave days. A reasonable request that involves out-of-state travel would likely be granted without charging days against the teacher's available sick leave days.

Section 7 – Maternity Benefit and Maternity Leave:

Maternity benefit and maternity leave will be defined as follows:

A. Upon the birth of a child, the mother who is a teacher shall be granted ten (10) consecutive contractually paid days of **maternity benefit**. These days will not be charged against the teacher's available sick leave and shall commence on the first contractual day following the birth of the child.

B. **Maternity leave** utilizes the teacher's available sick leave days. **Maternity leave** may not extend beyond eight (8) weeks following the day after the birth of the child. During maternity leave, a teacher may use up to six (6) weeks of available sick leave days in addition to maternity benefit. If the teacher has fewer than thirty (30) available sick leave days, the teacher may choose to take the remainder of the 8-week period as an unpaid leave.

C. If the teacher is medically disabled, as verified by a physician's statement, beyond the provisions cited in this Agreement, the teacher may use more of her available sick leave days to cover the time period of the disability.

D. Uncompensated leave may continue for up to one (1) year following the birth of the child. The teacher granted such a leave shall have the right to maintain, at her sole expense (paying the full premium), all insurance benefits in which she was enrolled at the time of the request.* A teacher on uncompensated leave is required to return within one (1) year following the birth of the child. The return date may be adjusted beyond the child's first birthday to the first day of the next grading period.

*(Note: If a teacher qualifies for FMLA, the district will maintain its financial contribution to insurance benefits during the 12-week FMLA period.)

Section 8 – Paternity Benefit and Paternity Leave:

Paternity benefit and paternity leave will be defined as follows:

A. Upon the birth of a child, the father who is a teacher shall be granted ten (10) consecutive contractually paid days of **paternity benefit**. These days will not be charged against the teacher's available sick leave and shall commence on the first contractual day following the birth of the child.

B. Uncompensated leave may continue for up to one (1) year following the birth of the child. The teacher granted such a leave shall have the right to maintain, at his sole expense (paying the full premium), all insurance benefits in which he was enrolled at the time of the request.* A teacher on uncompensated leave is required to return within one (1) year following the birth of the child. The return date may be adjusted beyond the child's first birthday to the first day of the next grading period.

*(Note: If a teacher qualifies for FMLA, the district will maintain its financial contribution to insurance benefits during the 12-week FMLA period.)

Section 9 – Adoption Benefit and Adoption Leave:

Adoption benefit and adoption leave will be defined as follows:

A. Upon the placement of a child, the parent(s) who is a teacher shall be granted ten (10) consecutive contractually paid days of **adoption benefit**. These days will not be charged against the teacher's available sick leave and shall commence on the first contractual day following the placement of the child.

B. **Adoption leave** utilizes the teacher's available sick leave days. **Adoption leave** may not extend beyond eight (8) weeks following the placement of the child. During adoption leave, a teacher may use up to six (6) weeks of available sick leave days in addition to adoption benefit. If the teacher has fewer than thirty (30) available sick leave days, the teacher may choose to take the remainder of the 8-week period as an unpaid leave.

   If both parents of the adopted child are Bargaining Unit members, both parents shall use the adoption benefit. However, only one parent may use the adoption leave.

C. Uncompensated leave may continue for up to one (1) year following the placement of the child. The teacher granted such a leave shall have the right to maintain, at his/her sole expense (paying the full premium), all insurance benefits in which he/she was enrolled at the time of the request.* A teacher on uncompensated leave is required to return within one (1) year following the placement of the child. The return date may be adjusted beyond one (1) year to the first day of the next grading period.

   *(Note: If a teacher qualifies for FMLA, the district will maintain its financial contribution to insurance benefits during the 12-week FMLA period.)

Section 10 –Paid Attendance in Conferences of Local, State, and National Organizations:

A. The Board encourages teachers to participate actively in local, state, and national organizations by providing arrangements for a teacher to attend the meetings of such professional organizations if the teacher has membership in the organization which sponsors the meeting. Conference expenses and substitutes' salaries will be carried in the budget; however, requests for travel and attendance at meetings will be approved only if they are possible within the framework of the adopted annual budget. It will be the final prerogative of the principal and the Superintendent or his/her designee to determine who will be eligible to attend state and national meetings.

B. Requests for permission to attend professional meetings must be made on Form Titled "Application for Approval of Professional Travel", Revised 9/2018, (**Appendix A1**) and must be filed and approved at least one (1) week prior to the meeting. Any exceptions must be approved by the Superintendent or his/her designee.

Section 11 – Paid Teacher Visitation Day:

The Board encourages teachers to visit other schools and teachers to gain better understanding of methods and as a means of in-service education. This provision permits a teacher one (1) day per year to visit other schools for the purpose of observing the work of an outstanding teacher or to attend a professional conference, meeting, or workshop, which is directly related to the teacher's assignment. Form Number Per. 14, Revised 9/2012, **(Appendix A)**, must be completed; permission is to be obtained from both the principal and the Superintendent or his/her designee at least five (5) days prior to the effective date of the visitation. The payment of expenses is not part of the Agreement, but the substitute teacher's salary will be paid by the school district. The day will not be deducted from available sick leave or from personal business leave.

Section 12 – Paid Leave of Absence for Advanced Study:

A teacher may be granted a leave for advanced study. This leave, if possible within the framework of the adopted yearly budget, will be governed by the following policies:

A. No more than two (2) such leaves for the entire professional staff will be available in any one (1) school year.

B. A teacher who has at least five (5) years of experience with Perry Township Schools and is currently rated as highly effective or effective may be considered for this leave.

C. The maximum length of leave will be one (1) year.

D. A teacher must present a written, detailed proposal for study or research for approval by the Superintendent. This proposal must be submitted and approved by the Superintendent by January 1 of the school year proceeding the year of leave. The Superintendent will then make his/her recommendation to the Board of Education, who will act upon that recommendation by February 1 of that year. The leave will be available only for full-time study or research programs which offer potential benefit to both the individual and to the educational program of the school system.

E. The proposed study must be beyond an earned master's degree.

F. All insurance benefits being paid to the staff member at the time the leave is granted will be paid.

G. There will be a commitment for the teacher to return to Perry Township Schools for two (2) years.

H. On completion of the leave, the teacher will be assigned to a position equal to the same conditions of employment- including FTE status upon date of leave.

I. The teacher will receive one-half (1/2) of the basic salary he/she would have received had he/she taught instead of taking the leave.

J. The payment for the leave shall be made equally on the succeeding two (2) contracts following the year of leave.

Section 13 – Absence for Court Duty:

A. Teachers may be excused for jury duty or when subpoenaed to appear as a witness in court. A teacher will be given his/her regular salary less the total amount of per diem allowance earned for services while on such duty not exceeding thirty (30) teaching days, excepting as provided by law. It is the teacher's responsibility to secure from the court and deliver to the PTEC Business Office verification of the duty and the amount of payment for such duty. A teacher may request to be relieved from such duty, but the Board feels such experience may be valuable to the instructional staff member.

B. In the event that a teacher receives a school-related subpoena, said teacher should contact his/her building principal for further assistance.

ARTICLE III

PROFESSIONAL GRIEVANCE PROCEDURE

Section 1 – Purpose:

A. The purpose of this grievance procedure is to secure equitable solutions at the most immediate administrative level or at the earliest possible stage of a violation or claimed misapplication of a specific Article, Section, or Appendix of this Agreement or applicable state or federal law. Both parties agree that personal information revealed through these procedures shall be kept confidential at each level of the procedure.

B. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the problem with the principal or any appropriate member of the administrative team without recourse to the formal grievance procedure.

Section 2 – Definitions:

A. A "grievance" is a claim submitted by an aggrieved teacher or group of teachers, or the Association, reporting an alleged violation or claimed misinterpretation of a specific Article, Section, or Appendix of this Agreement or an applicable state or federal law.

B. The "Grievance Report Form," Revised 09/2012, used in the formal grievance procedures can be found in **Appendix C** of this Agreement.

C. A "grievant" shall be defined as a teacher, group of teachers, or the Association making a claim by filing a grievance.

D. A "day" when used in this Article shall refer to a teacher's working day as that term is defined in the school calendar. During the summer recess, the term "day" shall mean weekday (Monday through Friday) except legal holidays. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process.

Section 3 – Time Provisions Relating to the Grievance Procedure:

A. A grievance arising prior to the effective date of this Agreement or after the termination date of this Agreement shall not be processed.

B. If a grievance is filed so that sufficient time cannot be provided for all steps of the procedure before the last day of the school term before this Agreement is ended, the grievance shall be resolved under the terms of this Agreement and this Article and not under any succeeding Agreement.

C. A grievance must be processed within the time limits set forth in the grievance procedures unless the time limits are extended by written agreement signed by authorized representatives of both parties.

D. The time limits herein apply to a teacher on leave of absence other than sick leave as if such teacher were present and working.

E. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal to the next step of the procedure.

Section 4 – Hearings:

Hearings, when required, shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, who are entitled to attend. Grievance hearings shall be conducted during non-school hours unless there is mutual agreement for other arrangements.

Section 5 – General Provisions Relating to the Grievance Procedure:

A. No reprisal of any kind shall be taken by or against any participant by reason of participation in the grievance procedure.

B. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant and are not valid bases for assessment/evaluation or consideration for professional advancement or awarding any professional advantage to a teacher. The file will be available for the grievant to review when he/she so desires.

C. A grievant, at his/her request, may be accompanied by a representative of the Association at all steps in the grievance procedure.

D. A grievant (an individual or group of teachers) may present a grievance through the Association; the Association, as exclusive representative, may have a representative present at all steps in the formal grievance procedure. If the grievance is filed by the Association as grievant and if such grievance is limited to one (1) school, the grievance shall be submitted to the building principal involved. If more than one (1) school or the district is involved, such grievance shall be submitted at Step Two.

E. No grievant, witness, or representative of the grievant who is employed by the corporation shall incur loss of salary as a direct result of participation in the grievance procedure.

F. The grievance procedure shall not be used to contest or enforce assignment or termination of any teacher in regard to any position on the extracurricular schedule or to any other position which has a salary bonus or time-off or extra-time bonus.

G. All formal grievances and the decisions shall be in writing.

H. All written grievances and appeals of grievances must be signed by the grievant.

I. All decisions rendered must be signed by the administrator making the decision.

J. The formal grievance procedures shall be used only one (1) time for each grievance. Once a decision has been rendered, the grievant, if dissatisfied, may not engage the procedures a second time unless there has been a violation of constitutional rights.

Section 6 – Federal and State Law:

A. Nothing contained herein shall deny to any teacher rights under State or Federal Constitutions or laws.

B. A grievant shall not use the grievance procedure to appeal any decision of the Board or administration if such decision is pursuant to any order of or written agreement with any State or Federal regulatory commission or agency or any court order.

Section 7 – Grievance Procedure:

A. Informal Grievance Procedure

1. An individual teacher may present his/her grievance to the employer and have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement.

2. Before submitting a written grievance, the grievant shall attempt to resolve the grievance informally by contacting the principal or his/her designee within twenty (20) working days of the time that the grievant knew, or reasonably should have known, of the grievance. The grievant and the person so contacted shall discuss the alleged grievance at a mutually acceptable time and place.

3. Within five (5) working days after the oral presentation of the grievance, the person so contacted shall orally answer the grievant.

B. Formal Grievance Procedure – Step One

1. If resolution is not achieved through discussion with the principal or his/her designee, a formal written grievance may be presented. The Grievance Report Form, Revised 09/2012, (**Appendix C**), must be received by the principal within five (5) working days following the act or oral response cited in Article III, Section 7, Subsection A, Item 3 of this Agreement.

    a. The Grievance Report Form shall name the grievant(s) involved, shall state the specific facts giving rise to the grievance, shall identify by appropriate reference all provisions of the Agreement or law alleged to be violated, and shall indicate the specific relief requested.

b. If the Grievance Report Form is not filed with the principal within five (5) working days following the oral response, the grievance shall be deemed resolved and shall not thereafter be processed.

2. Within five (5) working days of the receipt of the written grievance, the principal may meet with the grievant (and a representative if requested by the grievant to be present) to resolve the grievance. The principal shall give his/her answer in writing within five (5) working days following such meeting with the grievant; otherwise, the written answer shall be presented five (5) working days after receipt of the written grievance in the event no meeting was held.

C. Formal Grievance Procedure – Step Two

1. If the grievance is not resolved in Step One, the grievant may, within five (5) working days of receipt of the principal's written answer in Step One, appeal to the Superintendent of Schools by filing the grievance and the principal's answer along with any written response by the grievant with the Superintendent of Schools or his/her designee.

   If the written grievance is not filed with the Superintendent of Schools or his/her designee within five (5) working days following the principal's response in Step One, the grievance shall be deemed waived and shall not thereafter be processed.

2. Within five (5) working days of receipt of the written grievance, the Superintendent of Schools or his/her designee shall meet with the grievant (and a representative if requested by the grievant to be present) to resolve the grievance. The Superintendent of Schools or his/her designee shall give his/her answer in writing to the grievant within five (5) working days of such meeting; otherwise, the written answer shall be presented five (5) working days after receipt of the written grievance in the event no meeting was held.

D. Formal Grievance Procedure – Step Three

1. If the decision received in Step Two is not acceptable to the grievant, the grievant shall submit, within ten (10) working days after receipt of the written decision from Step Two, a letter requesting a review by the Board of Education. A letter to the Board of Education requesting review shall include a copy of the grievance and a written explanation, specifically stating the grievant's position and reasons for the grievance, and the Superintendent's answer from Step Two. A copy of the letter shall be provided to the Superintendent of Schools, who shall, within five (5) days after receipt of the letter, provide the Board of Education with copies of the complete file relating to the grievance, including the principal's answer to the grievance as provided in Step One, all materials supplied in Step Two, including the Superintendent's written answer to the grievance and additional information as the Superintendent deems appropriate to support his/her position.

   Upon receipt of the above-mentioned materials, the Board of Education may request additional written materials from the grievant or Superintendent, and shall schedule a conference with the grievant. This conference may be waived by the grievant when filing for a review.

2. Within thirty (30) days after receipt of the Superintendent's initial response, the Board of Education shall issue its written response on the grievance.

ARTICLE IV

COMPENSATION PLAN: SALARY (INCLUDING STIPENDS), DEFERRED COMPENSATION, AND INSURANCE BENEFITS

Section 1 – Basic Salary for Teachers Employed Prior to 2020-2021 School Year:

A. The Basic Salary for teachers employed by Perry Township Schools prior to the 2020-2021 school year is the amount of the Basic Salary in the 2019-2020 school year plus any additional added to the base compensation earned through Article IV, Section 1, Subsection B and C, of this agreement.

B. Compensation: Added to the Base Salary

1. A teacher must be evaluated as a Highly Effective or Effective teacher the previous school year (2019-2020) in order to receive an increase in salary. Any teacher evaluated as Needs Improvement or Ineffective cannot receive an increase in salary.

2. For the 2020-2021 school year, $1,570,089 will be paid in additional compensation.

3. The two qualifying factors for a salary increase are:

a. Teacher Evaluation: Based on receiving an Effective or Highly Effective rating on the approved PTS Evaluation tools.

b. Meet Academic Needs of Students: The teacher's school must achieve at least one of the following criteria:

i. K-12: 10% fewer failures on the ISTEP or ECA in Language Arts or Math based on pass rates OR

ii. K-8: Bottom 25th percentile in high growth in the area of E/LA or Math with 75th percentile in typical or high growth as determined by the State's accountability model OR

iii. K-8: Top 75th percentile in high growth with Bottom 25th percentile in typical or high growth in the area of E/LA or Math as determined by the State's accountability model OR

iv. K-12: School earned a letter grade of A , as determined by the State's accountability model OR

v. K-12: School letter grade improved by one (1) from previous year as determined by the State's accountability model OR

vi. 9-12: School demonstrated some measure of improvement based on ECA and 8th grade ISTEP OR

vii. 9-12: Graduation rate at 90% or increased by 2% OR

viii. K-12: Corporation graduation rate of at least 90% if other data is not received by July 31, 2020

4. The dollar amount of an individual teacher increase in salary will be based on the number of Compensation Units (CUs) the teacher earns. A full-time teacher that is evaluated as an Effective or Highly Effective teacher will earn 8.5 CUs. Full-time teachers that "Meet Academic Needs of Students" as outlined above will earn an additional 1.5 CUs. A full-time teacher can earn a maximum of 10 CUs. Teachers employed on a part-time basis will receive pro rata CUs.

5. Redistribution is not necessary. The CU dollar value is determined by using qualifying full-time equivalent bargaining unit members as explained above and below.

6. A Compensation Unit dollar value is determined by the following formula:

Funds available for salary increases / Total CUs earned by all teachers = Dollar amount per CU

Examples for illustrative purposes only:

- Assume 969 full-time equivalent teachers qualify for a salary increase. 969 teachers qualify for 10 CUs (9,690 total CUs). No teachers qualify for 8.5 CUs (0 CUs). This totals 9,690 Compensation Units. $1,570,089 is available for salary increases.
    - $1,570,089 Funds available for salary increase / 9,690 Total CUs = $162.032 per CU
    - A teacher earning 10 CUs qualifies for a salary increase of $1,620.32 ($162.032 x 10 CUs)
    - A teacher earning 8.5 CUs qualifies for a salary increase of $1,377.27 ($162.032 x 8.5 CUs)
- In addition, the salary increase for each teacher would be $1,620.32 if all 969 full-time equivalent teachers earn 10 CUs ($1,570,089 / 9,690 CUs = $162.032 per CU)
  (10 CUs x $162.032 =$1,620.32)

C. Meeting Academic Needs of Students Base Salary: Perry Township Schools must offer a competitive base salary to attract and retain quality teachers. The minimum basic salary is $43,000. The base salary of any teacher hired before ratification of this agreement that falls below the negotiated level for teachers being hired from outside the district on the new hire salary scale; listed in Article IV, Section 2, Subsection A; shall be increased to the commensurate level on the new hire scale (for teachers evaluated as Highly Effective or Effective each year under the current compensation model).

Section 2 – Basic Salary for New Teachers Hired for the 2020-2021 School Year:

A.

	B.S. DEGREE (OR M.S DEGREE NOT STARTED BEFORE 07-01-2011 AND COMPLETED BY 09-02-2014)		MASTERS DEGREE OR BACHELOR + 36 HOURS STARTED BEFORE 07-01-2011 AND COMPLETED BY 09-02-2014
	SALARY		**SALARY**
0	43,000	0	43,990
1	43,600	1	44,790
2	44,200	2	45,590
3	44,800	3	46,390
4	45,450	4	47,190
5	46,100	5	47,990
6	46,750	6	48,790
7	47,300	7	49,590
8	48,151	8	50,922
9	49,557	9	52,679
10	50,962	10	54,436
11	52,187	11	56,193
12	53,592	12	57,949
13	54,646	13	59,706
14	55,700	14	61,463
15+	56,754	15+	63,220

B. The Superintendent may hire "Hard to Fill" teaching positions at a Basic Salary higher than the current salary of a teacher with like experience and degree, up to the maximum of the salary range established in Article IV, Section 3 of this agreement, after an in-person discussion with the PEA President.

C. The Board recognizes the importance of a wide variety of teaching and/or clinical experience. Credit will be given for previous teaching experience accumulated under a regular or temporary contract in an accredited educational institution (in accordance with current Indiana State Law) only after a teacher has received a degree and has a teacher's license in the state where previous teaching was done or in Indiana.

1. Teaching experience, which includes a full year, will be granted as credit. A full year is defined as one hundred twenty (120) days or more of teaching experience.

2. While a half (1/2) year of credit cannot be counted as a full year of experience, two (2) half (1/2) years may be accumulated to give credit for a full year. A half (1/2) year is defined as sixty (60) or more days of teaching experience.

3. For therapists (OT, PT, SLP) and school psychologists, one (1) year of experience credit shall be given for every year of private pediatric therapy or psychological services. This private practice experience, which may be either full-time or pro rata, must be verified.

4. If the new hire meets the requirements of letter C above, Article IV, Section 2, Subsection C, of this agreement, experience credit for military service will be allowed as evidenced by his/her Certificate of Discharge. A maximum of four (4) years of credit will be given.

5. Home School Advisors transitioning to a Teaching Position: Experience will be counted as one (1) year of experience for every year served as a Home School Advisor. The salary will be based on a current veteran salary with like experience.

D. Any currently employed Early Childhood Instructor, EL Facilitator, ILEARN Remediator, or Interventionist hired, as a bargaining unit member shall carry over any accumulated sick leave balances.

Section 3 – Teacher Salary Range: $43,000 - $88,182 plus any increase generated through the Compensation Plan.

Section 4 – Extended Non-Contractual Days: Extended Non-Contractual Days assigned by Administration are paid at the per diem daily rate.

Section-5 – Extended Contracts: Teachers assigned additional days through an Extended Contract are paid at the per diem daily rate.

Section 6– Compensation for Teachers on Leave:

A. If a teacher is on leave and has had at least one evaluation from that current school year, the teacher is eligible to earn an increase on the base for that school year if the evaluation was effective or highly effective.

B. If a teacher was on leave and was not evaluated during the current school year, the teacher is eligible to earn an increase to the base for that school year if the prior year's evaluation was effective or highly effective

Section 7– Board Approved Leave:

Any teacher on a Board Approved One Year Leave, who received an Effective or Highly Effective rating in his/her most recent evaluation, will be reinstated at the Basic Salary he/she would have earned upon commencement of the leave, including any basic salary increase(s) he/she would have earned while on leave.

Section 8– Reduction In Force (RIF):

Any teacher recalled from a Reduction in Force, who received an Effective or Highly Effective rating in his/her most recent evaluation, will be reinstated at the Basic Salary he/she would have earned upon commencement of the Reduction in Force, including any basic salary increase(s) he/she would have earned before recall.

Section 9 – Additional Pay Schedule:

A. There is a schedule of duties that the Board recognizes as requiring additional remuneration. It is the responsibility of the principals to make an equitable distribution of those responsibilities. Teachers desiring to participate in special activities should contact individual building principals.

B. The Additional Pay Schedule during the term of this Agreement shall be as set forth in **Appendix D**. The Additional Pay index is multiplied by $43,000.

Section 10 – Returning from Uncompensated Leave:

A. Upon return following an uncompensated leave of absence for advanced study, the teacher shall return to a base salary equal to the amount the teacher earned at the onset of the uncompensated leave.

B. Upon return following an uncompensated leave, the teacher's previous basic salary will be paid.

Section 11– Deferred Compensation Accounts:

The term "deferred compensation accounts" refers to 401(a) accounts, 403(b) accounts, 457 accounts, and VEBA accounts as defined by the Internal Revenue Service.

A. All 401(a) Plan accounts established during previous Agreements, with the exception of the VEBA accounts and the 401(a) accounts established in the 2003-2004 Agreement, shall be considered fully vested.

B. The Board will continue to fund all qualified 401(a) Plans, hereinafter referred to as "Deferred Compensation Plans," established in previous Agreements for any bargaining unit member.

C. The Board will contribute five and six-tenths percent (5.6%) of the base salary to the 401(a) Deferred Compensation Plan and an additional one percent (1.0%) of the base salary to a VEBA account for:

    a. bargaining unit members with less than twenty-three (23) years of experience for the 2011-2012 school year.

D. The Board will contribute six and six-tenths percent (6.6%) of the base salary to the 401(a) Deferred Compensation plan for:

    a. bargaining unit members with at least twenty-three (23), but less than thirty-seven (37), years of experience for the 2011-2012 school year.

E. Teachers with thirty-nine (39) years or more experience did not qualify for a 401a in 2004/2005. These teachers received additional Basic Salary.

F. Contributions by the Board to the 401(a) Deferred Compensation Plan shall be 100% Vested after five (5) Total Years of Service at Perry Township Schools.

Section 12 – General Insurance Provisions:

All teachers who are teaching under a valid Regular or Temporary Teacher's Contract are entitled to the insurance contribution(s) outlined in Article IV of this Agreement. The contributions will be immediately discontinued when a teacher dies or is released from a contract for any reason. Early retirees are entitled to participate as provided in this Agreement. If a teacher resigns, the contribution will continue until the entire contractual amount of salary is paid. It will be the responsibility of the resigning teacher to arrange with the insurance carrier(s) if continuous coverage is desired past the contractual period with Perry Township Schools.

Section 13 – Health Insurance:

Following the plan as outlined below, the Board will pay a yearly premium of health and hospitalization insurance for bargaining unit members. This insurance will consist of the programs and rates offered by the Hoosier School Benefit Trust (HSBT). This insurance will be offered in accordance with the guidelines established by the HSBT. Teachers who accept less than a full-time position and new hires who are less than full-time teachers will receive pro-rata benefits.

A. A teacher may choose employee, family, employee-spouse, or employee-child(ren) coverage under any of the four HSBT Plans.

B. Effective December 1, 2013, the teacher will pay one dollar ($1.00) plus any premium amount over the below amounts for Plans 1, 2, 3, 4

Family	16,560
Spouse	14,088
Child	13,344
Single	6,720

A teacher that elects Plan 4 (high deductible health plan with a health savings account) will have the difference between the District contribution and the premium amount deposited in a health savings account.

C. Spousal carve-out and open enrollment provisions will be in accordance with the HSBT guidelines.

D. Secondary Health Insurance Coverage: Teachers electing Secondary Health Insurance Coverage (for his/her spouse) will pay the entire premium between teacher's primary plan and the secondary plan.

E. A teacher may only change plans in accordance with the HSBT guidelines.

Section 14 – Dental Insurance:

Following the plan as outlined in the three (3) points below, the Board will pay a yearly premium of dental coverage for bargaining unit members. Teachers who accept less than a full-time position and new hires who are less than full-time teachers will receive pro-rata benefits. This insurance will consist of the programs and rates offered by the HSBT. This insurance will be offered in accordance with the guidelines established by the HSBT.

A. For a teacher with a Core Plan single membership, the Board will contribute an amount equal to the cost of the premium except for one dollar ($1.00) to be paid annually by the teacher.

B. For a teacher with a Core Plan family membership, the Board will contribute an amount equal to eighty-five percent (85%) of the premium and the teacher shall contribute an amount equal to fifteen percent (15%) of the premium.

C. For a Core Plan married couple, both of whom are employed by the school district, the Board will pay all but one dollar ($1.00) of the premium, and the teacher in whose name the family membership is written will pay one dollar ($1.00) of the premium. The Board reserves the right to pay all but one dollar ($1.00) each for two single plans if applicable.

D. If a teacher elects the Enhanced Plan, the teacher will be responsible for paying the difference in premium.

Section 15 – Vision Insurance:

The Board will provide a single plan for bargaining unit members with the teachers paying all but one dollar ($1.00) of the annual premium. Effective January 1, 2013 teachers will be able to add their spouse and eligible dependents to the plan by paying the additional premium. The vision plan carrier will be selected by mutual agreement between the Board and the Association.

Section 16 – Long Term Disability:

The Board of Education shall provide a long-term disability plan to bargaining unit members. Members will be automatically enrolled in the plan.

Section 17 - Long Term Care Insurance

A. The Board of Education will provide a guaranteed issue, mandatory coverage long-term care insurance plan to all teachers employed by the school district on June 1, 2019. Anyone employed after June 1, 2019 will not be offered the long-term care plan.

B. The school district will pay the premium for each individual teacher plan as of June 1, 2019. The school district will pay for the first premium increase which occurs after June 1, 2019 for eligible teachers. Any premium increase after the initial increase will be paid by the teacher. The teacher may continue coverage into retirement at his/her own expense at the then current vendor rate through the employer.

C. Teachers' spouses are eligible to join the plan at the group rate if they meet the proof of insurability requirements. The spouse's premiums shall be paid through the teacher's payroll deduction. The teacher's spouse may continue coverage into retirement at his/her own expense at the then current vendor rate through the employer.

D. Teachers' adult children, siblings, parents, and grandparents are eligible to join the plan at the group rate if they meet the proof of insurability requirements, and they will pay their premiums directly to the vendor.

The plan document established with the vendor shall provide details of the coverage.

Section 18 – Term Life Insurance:

The Board will pay the entire yearly premium, less one dollar ($1.00) which the teacher is required to pay, for the term life insurance program. The teacher may choose either fifty thousand dollar ($50,000) or one hundred thousand dollar ($100,000) coverage (double for accidental death). The program will be available to every member of the bargaining unit. The teacher shall have the right to purchase an amount of term life insurance at his/her own expense, minimum coverage of ten thousand dollars ($10,000) not to exceed the lesser of five (5) times income or five hundred thousand dollars ($500,000). Supplemental coverage in excess of one hundred thousand dollars ($100,000) is subject to evidence of insurability, as approved by the provider.

Any new teacher who is under a valid Regular or Temporary Teacher's Contract at the beginning of the school year will have the period from the beginning of school until September 30 to enroll in the program. Any new teacher who joins the faculty after the beginning of the school year must apply for the program within thirty (30) days following his/her first day of contracted employment.

Section 19 – Group Insurance:

A. During a period of uncompensated leave, a teacher may continue insurance coverage under the group insurance plans by paying 100% of the premium.

B. During a Leave of Absence without Compensation to do Advanced Study leave, all insurance benefits now paid to the teacher will be paid during the year of leave.

C. During a period of layoff, a teacher may continue insurance coverage under the group insurance plans by paying 100% of the premium.

D. The teacher granted adoption, maternity, or paternity leave shall have the right to maintain, at his/her sole expense during the leave, all insurance benefits in which he was enrolled at the time of the request.

E. If a teacher qualifies for FMLA, the District will maintain its financial contribution for the health insurance premium during the 12-week FMLA period.

Section 20 – INPRS:

The Board shall contribute the teacher's share of the Indiana Public Retirement System (INPRS).

Section 21 – Generation I and II Flexible Spending Account Plans:

The Generation I and II Flexible Spending Account Plans are intended to qualify as "cafeteria plans" within the meaning of Section 125 of the Internal Revenue Code and any other applicable provision of law. The administrator of the Generation I and II Flexible Spending Account Plan(s) will be selected by mutual agreement between the Board and the Association.

Section 22 – Reduced Teaching Load Compensation:

A reduced teaching load participant shall be compensated at his/her base contract rate of pay multiplied by the percentage of the teaching assignment worked by that teacher.

A reduced teaching load participant shall receive Board paid contributions toward his/her group insurance programs in the amounts specified within the Agreement multiplied by the percentage of teaching assignment worked by that teacher. (Such group insurance information will, upon request, be made available to teachers interested in reducing their teaching loads according to the provisions of Article IV of this Agreement.) All coverage will be identical to that being received by full-time members of the bargaining unit. The teacher will be responsible for paying the difference between the pro-rated Board contributions and the total insurance premiums through payroll deductions.

Section 23 – Teacher Use of Personal Automobile:

The duties of some Perry Township Schools teachers include driving a personal vehicle. Example: A teacher that has duties at two schools during the school day. The teacher is required to carry and maintain minimum automobile liability and property damage coverage of:

$100,000 Bodily Injury Per Person / $300,000 Bodily Injury Per Accident / $100,000 Property Damage

Please note that the teacher's personal coverage is primary in the event of an accident. The teacher is an insured under the Perry Township Schools policy as long as the teacher is driving on school business approved by an administrator. The Perry Township Policy will begin coverage of liability claims once the employees plan coverage is exhausted.

The Perry Township Schools policy does not provide any form of Comprehensive or Collision coverage for this purpose.

Section 24 – 401(a) Buy-out Program:

Teachers who participated in the 401(a) Buy-out Program in 2004 had their years of service and accumulated sick days in excess of sixty (60) purchased, per the Educational Services software program, and deposited into a separate 401(a) Buy-out Program account. The sick days so purchased will still be available for use by the teacher.

All contributions to this 401(a) Buy-out Program account will be vested only when the teacher retires according to Article V, Section 1, of this agreement (55/15/10).

The 401(a) vendor will be selected by mutual agreement between the Board and the Association.

ARTICLE V

RETIREMENT, SEVERANCE, AND DEATH BENEFITS

Section 1 – General Retirement Guidelines:

A. In order to be eligible for retirement, the teacher must be under contract or on an approved leave with Perry Township Schools at the time of retirement.

B. Retirement may begin either at the beginning of a school year or at the beginning of the second semester. The Board may waive this stipulation. In the year of retirement, the teacher must be at least fifty-five (55) years of age before the beginning of the next school year. A teacher who desires to retire at the end of the first semester must be at least fifty-five (55) years of age before the date of the beginning of the second semester.

C. In order to be eligible for retirement, a teacher must be at least fifty-five (55) years of age and have fifteen (15) years of teaching experience, with ten (10) years in Perry Township Schools (55/15/10).

D. In the case of disability retirement approved by the INPRS, the Board may waive the age fifty-five (55) requirement.

E. A teacher applying for retirement must submit to the Director of Human Resources his/her letter of retirement by June 1 of the year of retirement. The Board may waive this stipulation for reasons of health or other emergencies.

Section 2 – Retirement Benefits:

A. Teachers retiring prior to the start of the 2020-2021 school year will receive retirement, severance, and death benefits afforded them by the last Agreement in effect prior to the 2020-2021 Agreement.

B. Teachers who qualified for full retirement benefits according to Indiana State Law before the beginning of the 2004-2005 school year, but who did not retire prior to the beginning of the 2004-2005 school year, qualify for the benefits outlined below. Retirees meeting the aforementioned criterion will:

1. Have their severance benefits deposited into a 401(a) account, the carrier for which will be mutually selected by the Board and the Association,

2. Have the health insurance benefits as outlined below available for a maximum of seven (7) concurrent years for the retiree and spouse, if insured. The retiree carries into retirement their current HSBT Plan. Changes in their plan may be made in accordance with HSBT guidelines. The Board will establish a fund to pay for the health insurance benefits for retirees in this category. The Board will not provide VEBA accounts for retirees in this category.

   a. A teacher retiring under this provision may remain on the health insurance and term life insurance programs of Perry Township Schools.

      The Board will contribute eighty-five percent (85%) of the annual life insurance premium, and the teacher will contribute the remaining fifteen percent (15%) of the premium.

The Board will contribute, for a maximum of seven (7) years, eighty-five percent (85%) of the annual health insurance premium of the plan the teacher was on at the time of retirement, and the teacher will contribute the remaining fifteen percent (15%) of the premium.

Spousal carve-out and closed enrollment provisions will be in accordance with HSBT guidelines.

The retiree will contribute one-half (1/2) of the balances due by October 1 each year and the remaining one-half (1/2) of the balances by March 1 of the following year.

On the first (1st) day of the month following the retiree's eligibility for Medicare or on the first (1st) day of the month following the retiree's death, or on the first (1st) day of the month following the retiree's spouse's eligibility for Medicare, the health benefit will cease for that particular person, but will remain in effect for the other party until the first (1st) day of the month following that particular person's eligibility for Medicare. This provision is subject to the seven (7) year maximum benefit.

b. The term life insurance benefit will remain in effect until the end of the month of the retiree's sixty-fifth (65th) birthday. The accidental death and dismemberment benefit of the term life insurance policy does not continue with retirement. The supplemental term life insurance may continue at the retiree's expense until the retiree's seventieth (70th) birthday.

c. Until they reach the age of Medicare eligibility, retirees may remain on the same dental and vision programs they were on at the time of retirement. Retirees will pay the total premium for these programs.

d. Retirees may remain on the long-term care program they were on at the time of retirement. Retirees will pay the total premium for this program.

C. Teachers who do not qualify for Article V, Section 2, Subsection B - Retirement Benefits may continue to participate in the health, dental, vision, long-term care, and life insurance programs offered by Perry Township Schools, provided the teacher pays one hundred percent (100%) of the premium as prescribed by the school district. Eligibility for these insurance benefits continues until Medicare eligibility for health, dental, and vision and until age 65/70 for term life insurance. Spousal carve-out and closed enrollment provisions will be in accordance with HSBT guidelines. A retiree may change plans in accordance with HSBT guidelines.

Section 3 – Severance Remuneration:

Payments for any severance benefits will be made only if the teacher is living at the time of the final contract payment. Severance benefits will be paid only one (1) time to a given individual.

A. For teachers eligible for retirement (55/15/10):

1. Teachers who qualified for full retirement benefits according to INPRS before the beginning of the 2004-2005 school year, but who did not retire prior to the beginning of the 2004-2005 school year and who participated in the Attendance Incentive Program in the 2004-2005 school year, will:

   a. receive an amount of sixty dollars ($60.00) for each unused accumulated sick leave day,

   b. receive up to two thousand dollars ($2,000.00) in severance benefits on their final paycheck for INPRS calculation, and will

c. have any remaining severance benefit deposited into a 401(a) account, the carrier for which will be mutually selected by the Board and the Association.

2. Teachers who qualified for full retirement benefits according to INPRS before the beginning of the 2004-2005 school year, but who did not retire prior to the beginning of the 2004-2005 school year and who do not participate in the Attendance Incentive Program in the 2004-2005 school year, qualify for the benefits outlined below:

   a. the 401(a) Buy-out Program account outlined in Article IV, Section 24, of this agreement, and

   b. a $2,000 lump sum severance benefit for INPRS calculations at retirement if they have at least sixty (60) accumulated sick leave days.

3. Teachers who had sixteen (16) or more years of experience before the beginning of the 2004-2005 school year, but did not qualify for full retirement benefits according to INPRS, qualify for the benefits outlined below:

   a. the 401(a) Buy-out Program account outlined in Article IV, Section 24, of this agreement, and

   b. a $2,000 lump sum severance benefit for INPRS calculations at retirement if they have at least sixty (60) accumulated sick leave days.

4. Teachers who had fewer than sixteen (16) years of experience before the beginning of the 2004-2005 school year:

   a. qualify for the 401(a) Buy-out Program account outlined in Article IV, Section 24, of this agreement, but

   b. do not receive any severance benefit at retirement.

5. Teachers who began their service with the Perry Township Schools after the 2004-2005 school year and beyond do not receive any severance benefit at retirement.

Section 4 – Death Benefit:

A. If a teacher dies while contracted for services in the Perry Township Schools, the school corporation will pay a benefit to the primary beneficiary who has been designated by the teacher on the basic life insurance policy provided by Perry Township Schools. Should the teacher not have a basic life insurance policy through Perry Township Schools, the benefit would be paid to the primary beneficiary who has been designated by the teacher and confirmed by the Indiana State Teachers' Retirement Fund (INPRS). The benefit is an amount equal to the number of accumulated sick leave days, not to exceed a total of one hundred twenty-three (123) days, multiplied by the average daily rate of the teacher's basic salary. Additionally, the benefit includes one hundred forty dollars ($140.00) per year of service in the Perry Township Schools. If a teacher dies after the completion of a school year and prior to the beginning of a new school year, the death benefits shall be determined by using the new contract salary. The amount to the paid will be determined by multiplying the number of accumulated sick leave days by the daily rate of the contract without any overages or extended contracts included. Only those days accumulated while working in Perry Township Schools and those days transferred as allowed by law shall be used to determine the amount the beneficiary will be paid.

B. Once a teacher qualifies for unreduced retirement from INPRS, if he/she dies, his/her spouse may continue the health insurance benefit outlined in Article V, Section 2, of this agreement.

Section 5 –Health Retirement Account (HRA)

A. Establishment and Maintenance of HRA Account:

1. Effective with the starting date of the 2004-2005 school year, the Board will establish a HRA (Health Retirement Account) for each teacher who did not qualify for unreduced INPRS retirement benefits prior to the start of the 2004-2005 school year.

2. The HRA account carrier will be selected by mutual agreement between the Board and the Association. The plan document will also be determined by mutual agreement.

3. The Board and the Association will establish a Deferred Compensation Plans Oversight Committee.

B. HRA Account Funding Guidelines:

The Board will fund the teacher's HRA account according to the following guidelines:

1. Per the Educational Services software program presentation assumptions made between the Board and the Association in negotiating the 2003-2005 Agreement, the Board funded with a lump sum the HRA account of any teacher with sixteen (16) or more years of experience prior to the start of the 2004-2005 school year.

2. The Board will contribute annually to the teacher's HRA account an amount equivalent to one percent (1%) of the base salary for any teacher with fewer than sixteen (16) years of experience prior to the start of the 2004-2005 school year and all new hires starting 2004-2005 or thereafter.

3. The account carrier will be selected by mutual agreement between the Board and the Association.

C. HRA Account Access:

1. The teacher will have access to the assets of his/her account upon retirement from the Perry Township Schools provided that said teacher has reached the age of fifty-five (55) years and has completed a minimum of fifteen (15) years of service, at least ten (10) years of which must have been completed in Perry Township Schools (55/15/10).

2. In accordance with Internal Revenue Code 501(c)(9) and any other applicable federal and state laws, the retired teacher may use the HRA account to purchase health insurance, health services, health products, and/or any other legally allowed items and services.

3. The retired teacher may use his/her HRA account assets to purchase insurance through Perry Township School's plan provider(s) at the then current group plan rate(s), provided the retired teacher pays one hundred percent (100%) of the premium for each plan chosen.

4. Upon the death of the retired teacher, any assets remaining in the HRA account shall be distributed according to the Perry Township Schools Plan Document.

ARTICLE VI

EFFECT OF THE AGREEMENT

This Agreement supersedes and cancels all previous Agreements, verbal or written, between the Board and the Association, and this Agreement constitutes the entire Agreement between the parties.

ARTICLE VII

TERM OF AGREEMENT

THIS AGREEMENT shall be effective as of July 1, 2020, and shall continue in full force and effect until June 30, 2021, subject to the provisions contained in IC 20-28 and 20-29, more commonly known as School Teachers and Collective Bargaining for Teachers respectively.

THIS AGREEMENT is ratified at 6548 Orinoco Avenue, Indianapolis, Indiana, on this 19th day of October, 2020, by and between the Board of Education of Perry Township Schools, County of Marion, State of Indiana, party of the first part, heretofore referred to as the "Board" and the Perry Education Association, party of the second part, heretofore referred to as the "Association."

THIS AGREEMENT is so attested to by the parties whose signatures appear below:

Perry Education Association

By: _____
President

By: _____
Secretary

By: _____
Chair of Negotiating Team

Board of Education of
Perry Township Schools

By: _____
President

By: _____
Secretary

By: _____
Chair of Negotiating Team

Appendix A

PER 14
Revised 09/2012

PERRY TOWNSHIP SCHOOLS
6548 Orinoco Avenue
Indianapolis, IN 46227

LEAVE REQUEST FORM

This form is to be used as defined in the Agreement between the Board and the Association. Such leaves shall be granted by the principal, subject to the approval of the Superintendent or his/her designee, in accordance with state law, the current ratified Agreement between the Board and the Association, and the opinion of the Attorney General.

Employee – (Printed) _____ Date of Request _____

Employee Signature _____ Building location _____

1. PERSONAL BUSINESS

In accordance with the current ratified Agreement between the Board and the Association, a leave of not more than five (5) days shall be granted to conduct such business affairs. Refer to Article II, Section 1 of the Agreement. It is anticipated that these days will be used with discretion as the law intended.

Date/Dates I must be absent _____

2. FAMILY ILLNESS

A maximum of (10) days per year of a teacher's available accumulated sick leave days may be used as Family illness days. (A teacher may, if needed, make a request to the Superintendent for additional family illness leave days, which shall, if granted, also be deducted from the teacher's available accumulated sick days.) The teacher shall check below the appropriate box to specify his/her relationship to the family member for whom the family illness leave is being requested:

Check the appropriate box.

☐ Spouse	☐ Child	☐ Mother	☐ Father
☐ Sister	☐ Brother	☐ Grandparent	☐ Grandchild
☐ Mother-in-law	☐ Father-in-law	☐ Daughter-in-law	☐ Son-in-law
☐ Sister-in-law	☐ Brother-in-law	☐ Other relative or dependent living within the household of the employee	

Date(s) absent: _____

3. VISITATION

In compliance with Article II, Section 11, of the current ratified Agreement between the Board and the Association. I hereby request permission to use the one (1) allowable teacher visitation day to

1. **visit an outstanding teacher.**
   Name of teacher I will visit: _____
   Name of teacher's school: _____
   Address of teacher's school: _____
2. **attend a professional** (check one) ☐ **conference,** ☐ **meeting, or** ☐ **workshop.**
   Name of activity: _____
   Place of activity: _____

Date of visitation/activity: _____

The employee shall pay his/her own expenses except for the substitute teacher's salary. **This application must be filed and approved at least one (1) week before the date of visitation/attendance. The principal is to route this form to the Superintendent after completion.**

_____
(Signature of Superintendent or designee approving request)

Signature of Principal _____ **Date** _____

Appendix A1

Revised 09/2018

PERRY TOWNSHIP SCHOOLS
APPLICATION FOR APPROVAL OF PROFESSIONAL TRAVEL

Name: _____ School: _____

In compliance with Article II, Section 10, of the current ratified Agreement between the Board and the Association; I hereby request professional travel and professional leave as follows:

Name of conference and sponsoring organization: _____

Purpose or scope of the meeting: _____

_____

Date(s) of meeting: _____ Place of Meeting: _____

Furthermore, I request that the School Corporation directly pay, or reimburse, my expenses for the reasonable costs of this activity. I understand that the cost for this meeting, that cannot be invoiced to the Corporation or paid with a Corporation issued credit card, must be paid by me. I also understand that reimbursement, not to exceed the approved cost, will be paid to me after the meeting and after I have filed a properly completed claim, Form 523, to the PTEC Business Office. Receipts for all expenses, including travel and lodging, as well as any other requested documentation verifying actual cost must be presented with the claim with the exception of meals covered by the per diem.

* **Travel beyond 75 miles (one-way) requires Board approval prior to the travel.**

** **You must check with your principal to ensure timeliness to meet this board approval requirement.**

Please itemize below what you anticipate to be the reasonable cost of this activity.		
ITEM	**Estimated Costs**	**ACCOUNT NUMBER** (Account number(s) for each category must be supplied by the Principal or administrator of the fund)
Registration Fee(s)	$	
Travel (Airfare, Mileage, etc...)	$	
Luggage Fees (if applicable)	$	
Lodging	$	
Meals: $60 per diem per day. This does *not* apply if meals are provided. (receipts are not required for per diem)	___Breakfast(s) @ $15 = $_____ ___Lunch(s) @ $15 = $_____ ___Dinner(s) @ $30 = $_____ TOTAL = $_____	
Ground Transport (shuttle, cab, etc.) Specify:_____	$	
Other (parking, etc.) Specify:_____	$	
Total Estimated Cost	$	

The itemized list of anticipated costs must be submitted at the time of application for professional travel/leave. The principal/administrator will indicate at the time of approval the level of funding to be approved.

Signature of Employee (required): _____ Date of Request: _____

(The employee is to submit this application to the building principal after completion.)

FOR PRINCIPAL / ADMINISTRATOR USE ONLY The principal is to route this form to the PTEC Business Office after completing this section.	
Request Approved _____ Yes _____ No Maximum Amount Approved $ _____	Substitute Teacher _____ (account number) Signature of Principal _____ Date: _____

FOR PTEC BUSINESS OFFICE USE ONLY	**APPLICATION APPROVAL**
The account(s) indicated has unencumbered appropriation at this time to meet the funding approved. Yes _____ No _____ By: _____ Date: _____	Approved: Yes _____ No _____ Date: _____ _____ Signature of Superintendent or designee

Appendix B

Form SBC 1
Revised 09/2012

Perry Township Schools and Perry Education Association

SICK BANK USE APPLICATION

A sick bank member may qualify for a grant from the Bank only after his/her own accumulated sick leave is depleted.

Name _____ School _____

Date of Application _____

The above-named employee herewith requests to receive a grant of _____ days from the Sick Leave Bank, beginning _____ and ending _____.
(date of first unpaid working day) (date of last unpaid working day)

List below the first five (5) days of absence due to illness* after your sick leave has been depleted.

	Month	Date	Year
1.	_____	_____	20 _____
2.	_____	_____	20 _____
3.	_____	_____	20 _____
4.	_____	_____	20 _____
5.	_____	_____	20 _____

***NOTE:** Do not list any sick leave days or personal days for which you were paid.

Applicant's Statement:

As a condition of my application, I agree to abide by the various regulations, guidelines, membership requirements, general operating procedures, and the Members Agreement of the Sick Bank. I also understand that days granted will be repaid to the Sick Bank according to the Negotiated Agreement.

_____
(Signature of Applicant)

(For Sick Bank Committee Use Only)

Date Application Was Received by Committee _____ Application Number _____

Absence Information Verified: Yes ____ No _____ Daily Rate _____ by _____
(Signature of Personnel Office)

Teacher has: Short Term Disability: Yes ____ No ____ Long Term Disability: Yes ____ No ____

Action of Committee _____

Review Dates: _____ Approved by: _____

Complete both pages and return to:

Sick Bank Committee
Perry Township Education Center
Personnel Department
6548 Orinoco Avenue
Indianapolis, IN 46227

Appendix B1

Form SBC 1
Revised 09/2012

Perry Township Schools and Perry Education Association

Name _____ School _____

SICK LEAVE BANK APPLICATION MEDICAL INFORMATION

(Members of the Sick Bank Committee will keep all information **confidential**.)

Did you consult a physician? _____ If yes, name of physician _____

Address of physician _____ Phone _____

Date(s) of consultation _____

Describe nature of illness. Please use the back of this form to describe briefly the circumstances of your illness. (The more information the committee has, the easier it will be for the committee to reach a decision.)

_____

_____

_____

_____

_____

Has the current illness extended for ten (10) or more consecutive working days? Yes _____ No _____

Are you being paid under Workmen's Compensation? Yes _____ No _____

Were you hospitalized? _____ If so, at what hospital/medical facility? _____

If you were confined other than at a hospital, e.g. at a nursing home or private residence, give address of place of confinement. _____

Phone _____ Dates of Confinement _____

Applicant hereby consents to the following rules and regulations:

1. All information given is sworn to be correct and accurate.
2. Applicant automatically consents to having any concerned physician or institution release medical records and/or medical history concerning the applicant to the Sick Bank Committee. (Additional request forms may be needed.)

Signature _____

(Additional sheets or any other supportive evidence may be attached.)

Complete both pages and return to:

Sick Bank Committee
Perry Township Education Center
Personnel Department
6548 Orinoco Avenue
Indianapolis, IN 46227

Appendix C

Revised 09/2012

PERRY TOWNSHIP SCHOOLS
6548 Orinoco Avenue
Indianapolis, IN 46227

GRIEVANCE REPORT FORM

STEP NUMBER: _____ *
Distribution: _____ Date Received: _____
Name of Grievant: _____
Assignment: _____
Teacher Association: _____
Building Principal: _____
Superintendent (or his/her designee): _____
Date Filed: _____

****

A. Report the date the grievance occurred: _____

B. Identify the Article and Section of the Agreement or the law alleged violated: _____
_____
_____

C. State the facts substantiating the grievance: _____
_____
_____

D. Describe the relief requested: _____
_____
_____
Date: _____ Grievant's Signature: _____

****

E. Disposition of grievance: _____
_____
_____
Date: _____ Principal's Signature: _____
Superintendent's (or designee's) Signature: _____

****

F. Response of grievant with regard to disposition of grievance (E): _____
_____
_____
Date: _____ Grievant's Signature: _____

* A completed copy of this Grievance Report Form (GRF) must be attached to the GRF for each sequential step of the formal grievance procedure.

APPENDIX D
ADDITIONAL PAY SCHEDULE

Track I — Index * .30

High School Boys' Varsity Head Basketball
High School Boys' Varsity Head Football
High School Girls' Varsity Head Basketball
High School Body Conditioning

Track II — Index * .19

High School Band Director
High School Boys' Varsity Head Wrestling
High School Girls' Varsity Head Volleyball
Professional Development Coordinator
Testing Coordinator

Track III — Index * .17

Department Chairperson, Grades 7-12 (Department Size 25+)
High School Boys' Varsity Head Baseball
High School Girls' Varsity Head Softball

Track IV — Index * .15

High School Boys' Football Defensive Coordinator
High School Boys' Football Offensive Coordinator
High School Boys' Varsity Assistant Basketball
High School Boys' Varsity Head Cross Country
High School Boys' Varsity Head Soccer
High School Boys' Varsity Head Swimming
High School Boys' Varsity Head Tennis
High School Boys' Varsity Head Track
High School Girls' Varsity Assistant Basketball
High School Girls' Varsity Head Cross Country
High School Girls' Varsity Head Gymnastics
High School Girls' Varsity Head Soccer
High School Girls' Varsity Head Swimming
High School Girls' Varsity Head Tennis
High School Girls' Varsity Head Track

Track V — Index * .13

Department Chairperson, Grades 7-12 (Department Size 20-24.9)
High School Boys' Assistant Basketball

High School Boys' Assistant Football
High School Girls' Assistant Basketball
High School Robotics Coach

Track VI Index * .12

Department Chairperson, Grades 7-12 (Department Size 15-19.9)

Track VII Index * .11

Department Chairperson, Grades 7-12 (Department Size 10-14.9)
District Literacy Coach
Early College Coordinator
High School Boys' Varsity Head Golf
High School Girls' Varsity Head Golf
K-6 Math Coach
Special Education Coordinator
8th Grade Boys' Head Basketball
8th Grade Girls' Head Basketball
8th Grade Boys' Head Football

Track VIII Index * .09

Academy Curriculum Coach
Lead Teacher
7th Grade Boys' Head Basketball
7th Grade Boys' Head Football
7th Grade Girls' Head Basketball
8th Grade Boys' Head Baseball
8th Grade Boys' Head Wrestling
8th Grade Girls' Head Volleyball
High School Assistant Band Director
High School Boys' Assistant Soccer
High School Boys' Assistant Baseball
High School Boys' Assistant Cross Country
High School Boys' Assistant Swimming
High School Boys' Assistant Tennis
High School Boys' Assistant Track
High School Boys' Assistant Wrestling
High School Boys' Freshman Assistant Wrestling
High School Department Chairperson (Department Size 5-9.9)
High School Girls' Assistant Cross Country
High School Girls' Assistant Gymnastics
High School Girls' Assistant Soccer
High School Girls' Assistant Softball
High School Girls' Assistant Swimming
High School Girls' Assistant Tennis

High School Girls' Assistant Track
High School Girls' Assistant Volleyball
High School Girls' Freshman Head Volleyball
Middle School Boys' Head Cross Country
Middle School Boys' Head Track
Middle School Boys' Head Tennis
Middle School Girls' Head Cross Country
Middle School Girls' Head Softball
Middle School Girls' Head Track
Middle School Girls' Head Tennis
Middle School Head Swimming
Middle School Boys' Head Soccer
Middle School Girls' Head Soccer
High School Music Percussion

Track IX — Index * .08

ELL Department Chair

Track X — Index * .07

Academy Team Leader
Behavior Specialist
Computer Curriculum Coordinator
Edison Curriculum Specialist
Edison Senior Teacher
Elementary Literacy Coach
Elementary Mathematics Coach
ESL/ENL/LEP/ELL Coordinator
High Ability Coordinator
High School Academic Competition Coach
High School Color Guard
High School Cheerleader Sponsor for Boys' and Girls' Athletics - Fall
High School Cheerleader Sponsor for Boys' and Girls' Athletics – Winter
High School Choral Director
High School Department Chairperson (Department Size 1-4.9)
High School Forensics/Speech
High School Orchestra Director
High School Stagecrafters
Middle School Team Leader
High School Event Multi-Media Coordinator

Track XI — Index * .06

8th Grade Boys' Assistant Basketball
8th Grade Boys' Assistant Football
7th Grade Boys' Assistant Football

8th Grade Girls' Assistant Basketball
7th Grade Girls' Head Volleyball
7th Grade Baseball
7th Grade Softball
High School Dramatics
High School Assistant Cheerleading - Fall
High School Assistant Cheerleading - Winter
High School Freshman Cheerleader Sponsor - Fall
High School Freshman Cheerleader Sponsor - Winter
High School IMC Director
High School Newspaper
High School Yearbook
High School Boys' Assistant Golf
High School Girls' Assistant Golf

Track XII Index * .045

High School Booster Club Sponsor
High School Boys' Pole Vault Coach[2]
High School Girls' Pole Vault Coach[2]
High School Technology Coach
Middle School Assistant Swimming
Middle School Boys' Assistant Wrestling
Middle School Boys' Head Golf
Middle School Cheerleader Sponsor
Middle School Girls' Head Golf
Middle School Technology Coach
National Honor Society Sponsor
NCLB Required Professional Development
7th Grade Boys' Assistant Basketball
7th Grade Girls' Assistant Basketball
Synchronized Swimming

[2] This person cannot be an existing track coach.

Track XIII Index * .04

Academy Boys' A and B Basketball
Academy Boys' Spring Football
Academy Cheerleading
Academy Girls' A and B Basketball

Track XIV Index * .035

8th Grade Boys' Assistant Track
8th Grade Girls' Assistant Volleyball
Elementary Boys' Basketball

Elementary Girls' Basketball
Elementary Intramurals
High School Academic Decathlon Coach
High School Academic Super Bowl Coach
High School Assistant Stagecrafters
High School Boys' and Girls' Intramurals
High School Hoosier Spell Bowl
High School Special Olympics Coach
Middle School Academic Coordinator (includes Academic Pursuit, Science Olympiad, Spell Bowl, etc.)
Middle School Boys' Assistant Baseball
Middle School Girls' Assistant Softball
Middle School Girls' Assistant Track
Middle School Girls' Sports
Middle School Intramurals
7th Grade Girls' Assistant Volleyball
Elementary Football
Middle School Boys' Assistant Cross Country
Middle School Girls' Assistant Cross Country
Middle School Boys' Assistant Soccer
Middle School Girls' Assistant Soccer

Track XV — Index * .03

High School Boys' Assistant Intramurals
High School Head Musical Director
High School Piano Accompanist[3]
Middle School Band Director
Middle School Choral Director
Middle School Forensics/Speech
Middle School Orchestra Director
Middle School Robotics
Elementary Robotics

[3] This person cannot be an existing Choral Director.

Track XVI — Index * .025

Academy Academic Coordinator
High School Drug Free Coordinator (FADD/SHAPE)
High School Webmaster
Middle School Webmaster
3rd – 5th Grade Wrestling
Middle School Diving
Middle School Throwing

Track XVII Index * .02

Academy Academic Coach
Academy Webmaster
Elementary Performing Arts
Elementary Drug Free Activity
Elementary Spell Bowl
Elementary Webmaster
High School Assistant Forensics/Speech
High School Assistant Musical Director
High School Assistant Robotics Coach
Middle School Assistant Academic Coach (includes Academic Pursuit, Science Olympiad, Spell Bowl, etc.)
Middle School Drug Free Coordinator
Middle School Spirit Council
Middle School Student Council
Middle School Yearbook
Middle School Drama

* The Additional Pay index is multiplied by $43,000.

The Board specifically reserves the right to create new positions on this schedule and to establish the pay index for the first year. The Board may add newly created positions after an in-person discussion between the Superintendent and the PEA President.

Each teacher in the Perry Township Schools will receive a pass for himself/herself to all extracurricular events sponsored by the school district except for the Football Jamboree, and any Marion County tournament or IHSAA tournament event.

Per Session and Hourly Rates for Non-Track Additional Pay

$15.00 per session:	This stipend will be paid for middle school and high school activities not listed elsewhere. Volunteers are to be requested first. All volunteers or those assigned will be paid the fifteen dollars ($15.00) per session stipend. Elementary teachers who wish to be considered as workers for middle school and high school athletic events may contact/be contacted by athletic directors.
$15.00 per hour:	Setup and tear-down activities for Commencement exercises.
$15.00 per hour:	This stipend will be paid to a teacher attending or participating in a workshop, training, seminar, or curriculum/instructional activity. The teacher will be paid at the stipend rate of fifteen dollars ($15.00) per hour.
$20.00 per hour:	A teacher who is "TEACHING" someone, be it students, staff members, or community members in a workshop or non-classroom setting will be paid at the stipend rate of twenty dollars ($20.00) per hour. This stipend rate also applies for summer enrichment offerings.
$20.00 per hour:	Kindergarten teachers pay up to (2) days at twenty ($20.00) per hour for up to six (6) hours daily or (2) days of substitutes or a combination of the two options for the purpose of assessing incoming Kindergarten students through the Brigance Assessment. Additional days may be granted at the request of the building principal if case loads and/or schedules mandate.
$35.00 per hour:	A teacher who is teaching during an intersession or summer school will be paid at the stipend rate of thirty-five dollars ($35.00) per hour.
$35.00 per hour:	A teacher who is providing services through Homebound Instruction will be paid at the stipend rate of thirty-five dollars ($35.00) per hour.
$50.00 per event:	A middle school athletic director may assign an Event Manager at a rate of $50 per event for no more than 20 events per school year.

List of Approved* Activities for Stipend-based Pay At the $15.00 Per Session Rate

1.0 Session Length Activities:

Academy Tech Night
Elementary Literacy Night (2/Year)
Elementary Math Night (2/Year)
Elementary Music Festival
Elementary Outdoor Education Evening Meeting and Planning (Maximum 1 Session/ Teacher)
Elementary Tech Night
Elementary Township P.E. Program
High School Basketball (Freshman – 1 Game)
High School Dance/Prom/Sock Hop
High School Boys' Wrestling (Freshman)
High School Commencement
High School Concert (Per Performance)
High School Cross Country (1 Team Level of Competition - Freshman, Reserve, or Varsity)
High School Freshman Orientation
High School Grade Party
High School Homecoming Extravaganza
High School Homecoming Floats (Per "Session")
High School Musical (Per Performance)
High School Play (Per Performance)
High School Senior Mini-Olympics
High School SHAPE Spring Party** (May be 2 Session Lengths Depending on Length of Assignment)
High School Volleyball (Freshman)
High School Tech Night
Middle School Boys' Basketball (1 Game)
Middle School Boys' Wrestling
Middle School Dance/Sock Hop
Middle School Concert
Middle School Cross Country
Middle School Girls' Basketball (1 Game)
Middle School Grade Party
Middle School 6th Grade Orientation
Middle School Skating Party
Middle School Swim Meet (Less Than 2.5 Hours)
Middle School Tech Night

List of Approved* Activities for Stipend-based Pay At the $15.00 Per Session Rate (Continued)

1.5 Session Length Activities:

High School Intramurals
High School Basketball (Freshman – 2 Games)
High School Boys' Football (Freshman, Reserve, or Varsity)
High School Boys' Wrestling (Reserve or Varsity)
High School Boys' Wrestling Invitational [Per Meet (Not to Exceed 5 Meets) – Number of Equivalent Meets to be Determined by the Principal and the Athletic Director]
High School Girls' Gymnastics
High School Soccer (Reserve or Varsity)
High School Track (Freshman, Reserve, or Varsity)
High School Science Fair
Middle School Boys' Football
Middle School Boys' Track
Middle School Concessions
Middle School Girls' Track
Middle School Girls' Volleyball
Middle School Jamboree
Middle School Science Fair
Middle School Soccer

List of Approved* Activities for Stipend-based Pay At the $15.00 Per Session Rate (Continued)

2.0 Session Length Activities:**

Elementary Outdoor Education (Per Overnight)
High School Basketball (Reserve or Varsity)
High School Baseball (Varsity)
High School Cross Country (More Than 1 Team Level of Competition - Freshman, Reserve, or Varsity)
High School SHAPE Spring Party** (May be 1 Session Length Depending on Length of Assignment)
High School Softball (Varsity)
High School Spring Lock-in
High School Swimming
High School Volleyball (Reserve or Varsity)
Middle School Boys' Basketball (2 Games)
Middle School Girls' Basketball (2 Games)
Middle School Swimming (2.5-3 Hours)

* Tournaments and IHSAA-sponsored events are excluded from these stipend-based payments. No other activities are approved at this time, and the length of session is the maximum to be paid. The pay rate will be fifteen dollars ($15.00) per session and cannot or should not be supplemented with payment in any other way. Suggestions for the inclusion of activities in addition to the preceding list of approved activities and session lengths may be made to the Perry Township Human Resources Director.

** A teacher may apply to the Perry Township Schools Human Resources Director for a 2.0 Session Length stipend (per overnight) for a Board-approved overnight trip for any activity for which he/she is not otherwise compensated on the ECA schedule.

Claim form (Bus. 43) is to be used in submitting for payment for activities a teacher works. Security and custodial employees are not included for these payments.

Note to Administrators Regarding Submission of Claim Forms: The claim form for Payment (Bus. 43) should be sent to the Perry Township Schools Business Office on November 1, March 1, and at the end of the school year for the respective fall, winter, and spring supervision of approved activities.

Appendix E

GLOSSARY OF TERMS

Adoption benefit – the paid portion of a teacher's adoption absence which is not charged against the teacher's available sick leave days (Article II, Section 9)

Adoption leave – the uncompensated portion of a teacher's adoption absence (Article II, Section 9)

Agreement – the contract negotiated between Perry Township Schools and the PEA

Association – Perry Education Association (PEA), including its officers, representatives, and agents; affiliate of the Indiana State Teachers Association (ISTA) and of the National Education Association (NEA); the exclusive representative of all certificated school employees under a valid Regular or Temporary Teacher's contract of Perry Township Schools. [exceptions noted in Article I, Section 1 of this Negotiated Agreement]

Bargaining unit – a unit of employees who group together to negotiate their working terms and conditions with their employer

Board – Board of Education of Perry Township Schools, including its officers, representatives, and agents

Board of Education – *see Board*

Board of Education of Perry Township Schools – *see Board*

Collective bargaining – a process of negotiation between employers or their representatives and a union/professional association on wages and other employment conditions

Domestic partner (with respect to bereavement leave) – an unmarried person, other than a blood relative, eighteen (18) years of age or older living within the same household and with whom the employee has shared common welfare and financial interdependence in an exclusive relationship for a minimum of twelve (12) consecutive months

EL – English Learners

Employee – member of the bargaining unit

Exclusive representative – an employee organization that has the right to solely represent the bargaining unit for purposes of collective bargaining

FMLA – The Family and Medical Leave Act of 1993

FTE – Full-time equivalent

Grievance - a claim submitted by an aggrieved teacher or group of teachers, or the Association, reporting an alleged violation or claimed misinterpretation of a specific Article, Section, or Appendix of this Agreement or an applicable state or federal law

HRA - Health Retirement Account

INPRS – Indiana Public Retirement System

Maternity benefit – the paid portion of a teacher's maternity absence, which is not charged against the teacher's available sick leave days (Article II, Section 7)

Maternity leave – the portion of a teacher's maternity absence during which the teacher utilizes her available sick leave days (Article II, Section 7)

OT – Occupational Therapist

Paternity benefit – the paid portion of a teacher's paternity absence, which is not charged against the teacher's available sick leave days (Article II, Section 8)

Paternity leave – the uncompensated portion of a teacher's paternity absence (Article II, Section 8)

PEA – *see Association*

Perry Education Association (PEA) - *see Association*

Perry Township Education Center (PTEC) – the building located at 6548 Orinoco Avenue in Indianapolis, Indiana, which houses the offices of Perry Township Schools

PT – Physical Therapist

PTEC – *see Perry Township Education Center*

PTS – Perry Township Schools

Qualified – holding the proper license for a teaching position

SBC – Sick Bank Committee

Sick Bank – a bank of days that exists to provide sick leave to its members after their accumulated sick leave has been exhausted, and more specifically, to provide such leave in cases of prolonged illness (see Article II, Section 4, of this Agreement for details regarding the administration of the Sick Bank)

Sick Bank Committee – the body charged with the administration of the Sick Bank (see Article II, Section 4, of this Agreement)

SLP – Speech Language Pathologist

Teacher – an instructional employee who is a member of the bargaining unit

Temporary contract – a contract issued to a teacher who is replacing a Perry Township Schools teacher on a Board-approved leave of absence for at least sixty (60) days; the temporary contract ceases to exist upon the return of the Perry Township Schools teacher to his/her position following the period of Board-approved leave

VEBA – Voluntary Employee Beneficiary Association