

**METROPOLITAN SCHOOL DISTRICT
of
BOONE TOWNSHIP**

307 South Main Street • Hebron, IN 46341
Phone: 219-996-4771 • Fax 219-996-5777
Website: www.hebronschools.k12.in.us

Administration
George H. Letz
Superintendent of Schools
Mark P. Lutze
Principal
Hebron High School
Jeffrey J. Brooks
Principal
Hebron Middle School
James R. Martin
Principal
Hebron Elementary School

School Board
David J. Molchan
President
Jerry P. Fieser, Jr.
Vice President
Peter J. Blank
Secretary
Jeffery C. Barzycki
Member
Donald R. Fry
Member

Mr. Christopher Atkins, Chairman (Office of Management and Budget)

Distress Unit Appeals Board

State House Room 206

200 W. Washington St.

Indianapolis, In. 46206

Re: MSD of Boone Township Corporation (Porter County) files a petition requesting a non-binding review of a bond refunding. (IC. 5-1-5-2.5j)

Dear Mr. Atkins:

Pursuant to IC 6-1.1-20.3 MSD of Boone Township files a petition requesting a non-binding review of a bond refunding under Rule 7: I.C. 5-1-5-2.

We have answered all questions listed under Rule 7 and the report is enclosed with this letter. If you need any further documents please call me at 219-916-2623 or contact me through my email address: letzg@hebronschools.k12.in.us.

Please contact me as to the next step in this process so that we can hopefully conclude this matter by the end of this month.

Thank you for your due diligence to our request.

Sincerely,



George Letz,

Superintendent

MSD of Boone Township

a

**RESOLUTION NO. 13-16
APPROVING REFUNDING OF OUTSTANDING DEBT**

WHEREAS, the Board of Education (the "Board") of Metropolitan School District of Boone Township (the "School Corporation") has determined that the amount of circuit breaker tax credits granted under IC 6-1.1-20.6 against the School Corporation's combined property tax is projected by the Auditor of Porter County, Indiana, to be \$577,567 in collection year 2013; and

WHEREAS, the percentage loss as calculated pursuant to IC 5-1-5-2.5 (the "Act") is projected to be 38.57% in 2013; and

WHEREAS, the Board has determined that the School Corporation is an eligible school corporation as defined in the Act; and

WHEREAS, the Department of Local Government Finance (the "DLGF") has confirmed the accuracy of the circuit breaker tax loss calculations and has confirmed that the School Corporation is an eligible school corporation as defined in the Act; and

WHEREAS, the Board authorized the publication of notice of a public hearing and published notice of a public hearing in The Times on June 15, 2013 and June 27, 2013; and

WHEREAS, the public hearing was held on June 25, 2013, and on July 9, 2013, pursuant to the respective notices published in The Times; and

WHEREAS, information attached hereto as Schedule I concerning the School Corporation's outstanding indebtedness, proposed refunding indebtedness and the benefits to be derived from the refunding was presented at the public hearing by the Board; now therefore

BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE METROPOLITAN SCHOOL DISTRICT OF BOONE TOWNSHIP as follows:

Section 1. The determination of the Board that the circuit breaker tax loss of the School Corporation as calculated pursuant to the Act, and as certified by the DLGF, is 38.57% is hereby confirmed

Section 2. The School Corporation is an eligible school corporation as defined in the Act.

Section 3. The information contained in Schedule I is hereby confirmed.

Section 4. The Board confirms its preliminary determination to proceed with the refunding pursuant to the Act of not more than 50% of the leases executed by the School Corporation or bonds issued by or on behalf of the School Corporation plus the costs of refunding as set forth in Schedule I. The bonds to be refunded consist of the Boone Township School Building Corporation's Series 2004 Bonds which are secured by the Lease Agreement executed by the School Corporation on November 20, 2003 (the "2003 Lease").

Section 5. The Board will also confirm the issuance of bonds to refund the balance of the Series 2004 Bonds and outstanding bond anticipation notes pursuant to the other refunding provisions of IC 5-1-5.

Section 6. To accomplish the full refunding, the maximum amount of refunding bonds to be issued on behalf of the School Corporation shall not exceed \$11 million to refund the Series 2004 Bonds and outstanding bond anticipation notes; the refunding bonds shall not bear interest in excess of 6% per annum; the lease payments shall not be more than \$1,000,000 per year for the 2003 Lease; the refunding bonds shall not mature later than January 15, 2038, to refund the Series 2004 Bonds, which is no more than 10 years after the scheduled maturity of the Series 2004 Bonds; and the refunding shall produce an increment each year through January 15, 2027, when the Series 2004 Bonds would be outstanding, as set forth in Schedule I.

Section 6. The Board finds that the annual lease payments after the refunding will not increase or exceed the maximum annual lease payments on the 2003 Lease of \$1,395,000 that were approved by the Board at the time the Series 2004 Bonds being refunded were issued to finance the original project, and the term of the 2003 Lease will not be extended beyond the date allowed by the 2003 Lease when it was originally approved.

Section 7. The Secretary of the Board is hereby authorized and directed to publish notice of adoption of this resolution.

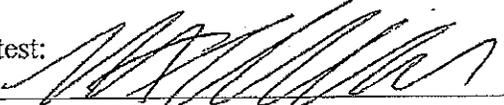
Section 8. Following the sale of the refunding bonds, the Superintendent is hereby authorized and directed to report information concerning the refunding to the Distressed Unit Appeal Board in accordance with the DUAB Administration Policies and Procedures.

Duly adopted this 9th day of July, 2013.



David J. Molchan, President,
Board of Education Metropolitan School
District of Boone Township

Attest:



Dr. Peter J. Blank, Secretary,
Board of Education Metropolitan School
District of Boone Township

RESOLUTION NO. 13-17
AUTHORIZING EXECUTION OF SECOND AMENDMENT TO LEASE

WHEREAS, the Boone Township School Building Corporation (the "Building Corporation") was organized pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 for the purpose of constructing, equipping and leasing school buildings as authorized by the Indiana Code 20-47-3; and

WHEREAS, this Board of Education (the "Board") of the Metropolitan School District of Boone Township (the "School Corporation") has previously examined, and on June 25, 2013, approved a form of Second Amendment to Lease to the Lease Agreement executed November 20, 2003 (the "2003 Lease"); and

WHEREAS, notice of a hearing on the proposed Second Amendment to Lease was given by publication in The Times on June 27, 2013, and said hearing has been held in accordance with said notice; now, therefore,

BE IT RESOLVED, that the proposed Second Amendment to Lease provides for a fair and reasonable rental and further that the renewal and execution of the 2003 Lease through the Second Amendment to Lease is necessary and wise.

BE IT FURTHER RESOLVED, that the Secretary is authorized and directed to initial and date a copy of the proposed Second Amendment to Lease and to place the same in the minute book immediately following the minutes of this meeting, and the Second Amendment to Lease is made a part of this resolution as fully as if the same were set forth herein.

BE IT FURTHER RESOLVED, that the President and Secretary of the Board be, and they hereby are, authorized and directed to execute the Second Amendment to Lease on behalf of the School Corporation.

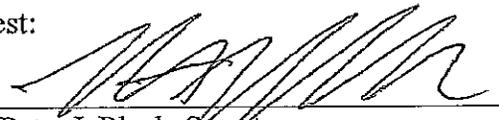
BE IT FURTHER RESOLVED, that the Secretary is authorized and directed to publish a notice of execution of the Second Amendment to Lease.

Passed and Adopted this 9th day of July, 2013.



David J. Molchan, President,
Board of Education Metropolitan School
District of Boone Township

Attest:



Dr. Peter J. Blank, Secretary,
Board of Education Metropolitan School
District of Boone Township

**RESOLUTION NO. 13-18
RE-APPROVING BUILDING CORPORATION AND
APPROVING THE ISSUANCE OF BONDS AND THE
CONTINUING DISCLOSURE UNDERTAKING**

WHEREAS, the Boone Township School Building Corporation (the "Building Corporation") has been formed as a not-for-profit corporation to assist in the financing of the construction of a school facilities;

WHEREAS, a Continuing Disclosure Undertaking (the "Undertaking") has been presented to the Board of Education (the "Board") of the Metropolitan School District of Boone Township (the "School Corporation"); and

WHEREAS, the Board must approve the form of Undertaking; now therefore,

BE IT RESOLVED that it is hereby determined to be proper and in the public interest of the citizens of this School Corporation to reapprove the incorporation of the Building Corporation for the purpose of leasing certain school facilities to this school corporation, and that the Articles of Incorporation and By-Laws of the Building Corporation are hereby reapproved.

BE IT FURTHER RESOLVED, that Russell Franzman, Lynn Fisel and Jeffrey Patz are hereby approved to act as directors of the Building Corporation.

BE IT FURTHER RESOLVED, that the issuance, sale and delivery by the Building Corporation of bonds in the aggregate principal amount of approximately \$10,500,000 in one or more series is hereby approved.

BE IT FURTHER RESOLVED, that the Board hereby approves the form of Undertaking and hereby authorizes the President and Secretary of the Board to execute such Undertaking and any other document or certificate necessary for the issuance of the bonds described in the Undertaking.

BE IT FURTHER RESOLVED, that the officers of the Board are hereby authorized and directed to execute any and all documents required in order to issue and deliver the bonds.

Passed and Adopted this 9th day of July, 2013.



David J. Molchan, President,
Board of Education Metropolitan School
District of Boone Township

Attest:



Dr. Peter J. Blank, Secretary,
Board of Education Metropolitan School
District of Boone Township

11/22/13
12:16:16

SIX YEAR REVENUE REPORT

BD494/BEVERLY
PAGE 1

PROGRAM COST		THIS YEAR	1 YEAR AGO	2 YEARS AGO	3 YEARS AGO	4 YEARS AGO	5 YEARS AGO
0100	1110.00	LOCAL PROPERTY TAXES .00	.00	.00	.00	.00	1,236,121.16
0100	1211.00	LICENSE EXCISE TAX .00	.00	.00	.00	.00	46,198.45
0100	1212.00	COMMERCIAL VEHICLE EXCISE TAX .00	.00	.00	.00	.00	13,581.30
0100	1231.00	FINANCIAL INSTITUTIONS/TAX/FCA .00	.00	.00	.00	.00	7,536.00
0100	1310.00	TUITION PAYMENTS .00	.00	.00	.00	.00	4,780.63
0100	1510.00	INTEREST ON INVESTMENTS 3,570.15	4,645.58	6,263.45	7,550.44	.00	7,132.81
0100	1741.00	STUDENT & ADULT FEES 17,170.99	17,583.16	29,694.05	53,363.44	.00	47,906.35
0100	1742.00	VOCATIONAL DEPOSITS .00	.00	100.00	.00	.00	150.00
0100	1760.00	REVENUE FROM HEBRON SCHOOLS .00	6,515.92	.00	.00	.00	.00
0100	1910.00	PROPERTY RENTAL .00	.00	.00	.00	.00	521.50
0100	1961.00	INTEREST FROM COUNTY ON LATE UNDISTRIBUTED .00	.00	.00	.00	.00	3,650.00
0100	1994.00	OVERPAYMENTS .00	.00	.00	.00	.00	1,414.64
0100	1999.00	OTHER REVENUE/LOCAL SOURCES .00	.00	72,180.00	.00	.00	.00
0100	3111.00	STATE BASIC GRANT 4,196,328.47	4,737,096.04	4,770,495.87	4,666,057.83	.00	4,280,565.64
0100	3113.00	COMMON SCHOOL WITHHELD 1,232,011.71	1,644,409.96	1,648,310.57	1,649,862.91	.00	1,698,175.45
0100	3114.00	SUMMER SCHOOL .00	.00	11,760.00	33,621.00	.00	5,097.79
0100	3120.00	OTHER STATE DISTRIBUTIONS 5,116.02	4,288.53	.00	.00	.00	.00
0100	3199.00	ISTEP 4,869.92	3,514.60	4,389.32	8,557.00	.00	11,089.00
0100	3221.00	FULL DAY KINDERGARTEN GRANT .00	261,600.00	56,786.31	20,589.17	.00	21,565.23
0100	3280.00	PROFESSIONAL DEVELOPMENT GRANT .00	.00	.00	.00	.00	11,284.12
0100	4599.00	STATE CONNECTIVITY BATCH .00	.00	.00	1,378.10	.00	.00
0100	5200.00	TRANSFER ONE FUND TO ANOTHER .00	4,454.84	214,266.53	1,005.00	.00	39,200.43
0100	5390.00	MISCELLANEOUS REIMBURSEMENTS 34,514.66	33,083.41	36,844.19	21,551.60	.00	18,550.48
0100	6410.00	INSURANCE SETTLE - CLAIMS, LOS 2,883.00	.00	.00	.00	.00	14,637.36
0100	***** ** *** ** ****	5,496,464.92	6,717,192.04	6,851,090.29	6,463,536.49	.00	7,469,158.34
0200	1110.00	LOCAL PROPERTY TAXES-D.S. 1,397,368.20	2,564,826.68	2,408,190.62	2,433,155.22	.00	4,212,807.86

11/22/13
12:16:16

SIX YEAR REVENUE REPORT

FUND	PROGRAM	COST	THIS YEAR	1 YEAR AGO	2 YEARS AGO	3 YEARS AGO	4 YEARS AGO	5 YEARS AGO
0200	1211.00	LICENSE EXCISE TAX	109,163.42	246,906.42	221,138.72	246,484.88	.00	273,257.38
0200	1212.00	COMMERCIAL VEHICLE EXCISE TAX	7,847.33	16,314.42	15,470.13	30,495.39	.00	17,186.89
0200	1231.00	FINANCIAL INSTITUTIONS TAX/PCA	4,791.59	9,782.56	9,379.34	9,391.00	.00	19,388.00
0200	3990.00	CIRCUIT BREAKER LEVY REPLACEMENT GRANT	.00	.00	.00	52,462.05	.00	.00
0200	5130.00	PREMIUMS ON TAX ANTI. WARR.	.00	.00	.00	1,775.34	.00	.00
0200	5430.00	TAX ANTICIPATION LOAN	1,050,000.00	1,100,000.00	1,000,000.00	1,409,000.00	.00	1,266,000.00
0200	*****	** *** ** ****	2,569,170.54	3,937,830.08	3,654,178.81	4,182,763.88	.00	5,788,640.13
0250	1110.00	LOCAL PROPERTY TAX - PENSION BONDS	51,574.25	110,242.37	113,094.61	116,263.24	.00	201,857.74
0250	1211.00	LICENSE EXCISE TAX	4,029.02	33,114.43	10,385.22	11,769.61	.00	14,680.75
0250	1212.00	COMMERCIAL VEHICLE EXCISE TAX	292.33	701.24	726.51	1,688.79	.00	653.21
0250	1231.00	FINANCIAL INSTITUTION TAX	176.85	420.48	440.48	448.00	.00	980.00
0250	5130.00	TAX ANTICIPATION WARRANT PREMIUMS	.00	.00	.00	126.00	.00	.00
0250	5430.00	TEMPORARY LOAN	55,000.00	65,000.00	72,252.00	100,000.00	.00	49,000.00
0250	*****	** *** ** ****	111,072.45	209,478.52	196,898.82	230,295.64	.00	267,171.70
0350	1110.00	LOCAL PROPERTY TAX - C.P.	321,660.47	493,503.77	509,730.66	637,398.63	.00	1,053,636.20
0350	1211.00	C.P. LICENSE EXCISE TAX	25,128.35	43,061.87	46,807.42	64,525.41	.00	65,895.19
0350	1212.00	COMMERCIAL VEHICLE EXCISE TAX	1,823.20	3,139.10	3,274.49	7,589.15	.00	4,770.69
0350	1231.00	C.P. FINANCIAL INSTI/TAX/PCA	1,102.98	1,882.28	1,985.28	2,468.00	.00	4,976.00
0350	5110.00	BOND PRINCIPAL	300,000.00	.00	.00	.00	.00	.00
0350	5130.00	PREMIUM ON TAX ANTICIPATION WARRANTS	.00	.00	.00	612.36	.00	.00
0350	5390.00	MISC. REIMBURSEMENT	56,603.00	7,015.79	31,286.75	18,500.00	.00	970.00
0350	5430.00	TAX ANTICIPATION LOAN	235,000.00	275,000.00	372,000.00	486,000.00	.00	330,000.00
0350	5490.00	CPF TEMP LOAN	.00	27,914.00	.00	.00	.00	.00
0350	6410.00	INSURANCE (CLAIMS FOR LOSSES)	.00	.00	13,806.92	.00	.00	.00
0350	*****	** *** ** ****	941,318.00	851,516.81	978,891.52	1,217,083.55	.00	1,460,248.08

11/22/13
12:16:16

SIX YEAR REVENUE REPORT

BD494/BEVERLY
PAGE 3

PROGRAM COST	THIS YEAR	1 YEAR AGO	2 YEARS AGO	3 YEARS AGO	4 YEARS AGO	5 YEARS AGO
0410 1110.00 LOCAL PROPERTY TAXES - TRANSP	227,107.68	395,996.99	382,952.02	408,970.48	.00	549,254.76
0410 1211.00 LICENSE/EXCISE TAX- TRANSPORTA	17,741.81	22,878.01	35,165.61	41,401.07	.00	34,851.94
0410 1212.00 COMMERCIAL VEHICLE EXCISE TAX	1,287.27	2,518.86	2,460.07	4,642.43	.00	2,423.26
0410 1231.00 FINANCIAL INSTIT. TAXES - TRAN	778.75	1,510.38	1,491.50	1,577.00	.00	2,696.00
0410 3990.00 CIRCUIT BREAKER LEVY REPLACEMENT GRANT	.00	.00	.00	23,984.95	.00	.00
0410 5130.00 TAX ANTICIPATION WARRANT PREMIUMS	.00	.00	.00	308.70	.00	.00
0410 5200.00 TRANSPORTATION OPERATING	.00	.00	19,736.53	.00	.00	.00
0410 5390.00 MISCELLANEOUS REVENUE	81,103.72	80,246.08	1,192.78	392.00	.00	1,585.69
0410 5430.00 TAX ANTICIPATION LOAN	200,000.00	200,000.00	192,800.00	245,000.00	.00	175,000.00
0410 6410.00 INSURANCE (CLAIMS FOR LOSSES)	.00	.00	2,971.04	.00	.00	1,590.34
0410 ***** ** *** ** ****	528,019.23	703,150.32	638,769.55	726,276.63	.00	767,401.99
(1110.00 LOCAL PROPERTY TAX	53,610.08	60,201.97	166,220.89	94,477.36	.00	59,736.59
0420 1211.00 LICENSE EXCISE TAXES	4,188.06	3,125.75	15,263.69	9,564.17	.00	4,115.03
0420 1212.00 COMMERCIAL VEHICLE EXCISE TAX	303.87	392.38	1,067.80	793.24	.00	468.80
0420 1231.00 FINANCIAL INSTITUTIONS TAX (EFFECTIVE L/	183.83	235.30	647.40	364.00	.00	395.00
0420 5110.00 BOND PRINCIPAL	395,000.00	.00	.00	.00	.00	.00
0420 ***** ** *** ** ****	453,285.84	63,955.40	183,199.78	105,198.77	.00	64,715.42
0600 1110.00 LOCAL PROPERTY TAXES - PRE-SCH	.00	.00	.00	.00	.00	2,096.95
0600 1211.00 PRE-SCHOOL LICENSE EXCISE TAX	.00	.00	.00	.00	.00	71.15
0600 1212.00 COMMERCIAL VEHICLE EXCISE TAX	.00	.00	.00	.00	.00	25.85
0600 1231.00 PRE-SCHOOL FIN. INSTI. TAX/PCA	.00	.00	.00	.00	.00	14.00
0600 3284.00 PRE-SCHOOL SPECIAL ED (STATE)	.00	.00	.00	.00	.00	30,767.00
0600 ***** ** *** ** ****	.00	.00	.00	.00	.00	32,974.95
5200.00 TRANSFERS FROM ONE FUND TO RAINY DAY	150,000.00	130,000.00	175,000.00	.00	.00	.00
0610 ***** ** *** ** ****	150,000.00	130,000.00	175,000.00	.00	.00	.00
GRAND TOTALS	10,249,330.98	12,613,123.17	12,678,028.77	12,925,154.96	.00	15,850,310.61

APPROVED BY THE STATE BOARD OF ACCOUNTS AUGUST 1996 FOR:

11/22/13
12:18:42

S I X Y E A R E X P E N D I T U R E R E P O R T

BD394/BEVERLY
PAGE 1

FUND	PROGRAM OBJECT CC LOC	THIS YEAR	1 YEAR AGO	2 YEARS AGO	3 YEARS AGO	4 YEARS AGO	5 YEARS AGO
0100	***** ** *** ** **** ****	6,186,044.60	6,995,905.07	7,013,130.02	6,711,888.52	5,862,428.94	5,911,679.65
0200	***** ** *** ** **** ****	1,842,823.74	2,671,003.49	2,700,025.91	2,655,732.24	1,934,336.47	1,923,318.37
0250	***** ** *** ** **** ****	66,083.25	124,668.50	127,931.00	131,069.00	123,699.75	126,056.00
0350	***** ** *** ** **** ****	582,585.70	627,092.85	600,762.99	589,734.57	680,287.51	744,029.78
0410	***** ** *** ** **** ****	461,519.34	402,512.40	412,332.37	393,390.19	421,422.10	442,159.54
0420	***** ** *** ** **** ****	75,000.00	159,449.00	85,000.00	21,900.00	82,885.00	107,235.56
GRAND TOTALS		9,214,056.63	10,980,631.31	10,939,182.29	10,503,714.52	9,105,059.77	9,254,478.90

11/22/13
12:18:42S I X Y E A R E X P E N D I T U R E R E P O R TBD394/BEVERLY
PAGE 2

O B J E C T T O T A L S

OBJECT	THIS YEAR
110.00	3,211,112.01
115.00	11,650.00
120.00	839,153.17
135.00	150.00
136.00	51,239.35
140.00	773.86
211.00	63,139.76
212.00	226,310.25
213.00	30,815.89
214.00	59,075.70
215.00	40,911.74
216.00	169,960.38
220.00	.00
221.00	5,753.16
222.00	907,023.66
224.00	22,502.87
225.00	22,012.00
230.00	.00
241.00	.00
312.00	.00
319.00	78,647.47
411.00	30,796.80
412.00	7,064.35
430.00	83,067.47
450.00	.00
510.00	1,161.61
520.00	63,803.00
531.00	7,934.04
532.00	3,312.97
540.00	2,335.65
550.00	1,099.20
561.00	.00
580.00	6,743.92
591.00	670,362.46
593.00	3,607.70
611.00	73,352.74
612.00	194.78
613.00	53,568.86
621.00	242,262.74
622.00	62,662.26
630.00	2,355.03
640.00	9,362.23
650.00	.00
660.00	3,496.31
730.00	7,550.02
747.00	27,855.06
810.00	53,084.50
831.00	1,187,082.62
832.00	719,469.34

11/22/13
12:18:42

SIX YEAR EXPENDITURE REPORT

BD394/BEVERLY
PAGE 3

OBJECT TOTALS

OBJECT	THIS YEAR
873.00	239.70
876.00	.00
910.00	150,000.00

**BOONE TOWNSHIP METROPOLITAN SCHOOL DISTRICT
OUTSTANDING DEBT SERVICE/LEASE RENTAL PAYMENTS
(Unaudited)**

Budget Year	Unrefunded		First Mortgage		First Mortgage		First Mortgage		First Mortgage		Increment from Restructuring	Total
	First Mortgage Bonds, Series 2004	First Mortgage Bonds, Series 2004	Qualified School Construction Bonds, Series 2009	First Mortgage Bonds, Series 2011	Common School Loans	First Mortgage Refunding Bonds, Series 2013A	First Mortgage Bonds, Series 2013B					
2011	\$872,490.00		\$159,409.69		\$456,619.40							\$2,681,619.40
2012	\$76,000.00	\$41,000.00	184,000.00	\$117,000.00	1,653,287.42	\$380,750.00	\$8,750.00					2,830,287.42
2013	436,131.00	82,000.00	198,000.00	112,000.00	1,611,186.56	340,500.00	33,500.00					2,787,817.56
2014		82,000.00	243,000.00	118,000.00	1,579,763.42	340,500.00	33,500.00	\$472,000.00				2,868,763.42
2015		82,000.00	268,000.00	115,000.00	1,516,453.44	340,500.00	33,500.00	478,000.00				2,833,433.44
2016		82,000.00	296,000.00	111,000.00	1,443,810.31	340,500.00	33,500.00	476,000.00				2,782,810.31
2017		82,000.00	334,000.00	117,000.00	1,393,201.97	340,500.00	33,500.00	474,000.00				2,774,201.97
2018		82,000.00	354,000.00	113,000.00	1,353,186.64	340,500.00	33,500.00	478,000.00				2,754,186.64
2019		82,000.00	384,000.00	119,000.00	1,323,635.31	340,500.00	33,500.00	479,000.00				2,761,635.31
2020		82,000.00	414,000.00		1,294,119.97	340,500.00	33,500.00	479,000.00				2,643,119.97
2021		82,000.00	763,000.00		942,530.00	340,500.00	33,500.00	478,000.00				2,639,530.00
2022		82,000.00	794,000.00		913,016.67	340,500.00	33,500.00	479,000.00				2,642,016.67
2023		82,000.00	152,000.00		883,483.33	340,500.00	725,500.00	475,000.00				2,658,483.33
2024		82,000.00			791,250.00	1,111,000.00						1,994,250.00
2025		871,123.00			764,250.00	315,875.00						1,951,250.00
2026		871,623.00			737,250.00	316,375.00						1,925,250.00
2027					339,000.00	876,000.00						1,215,000.00
2028					327,000.00	873,000.00						1,200,000.00
2029					315,000.00	878,000.00						1,193,000.00
2030					153,000.00	872,000.00						1,025,000.00
2031						873,000.00						873,000.00
2032						875,000.00						875,000.00
2033						875,000.00						875,000.00
2034						875,000.00						875,000.00
2035						870,000.00						870,000.00
2036						874,000.00						874,000.00
Totals	\$2,184,131.00	\$2,685,750.00	\$4,537,000.00	\$922,000.00	\$20,991,062.44	\$14,270,000.00	\$1,095,750.00	\$4,768,000.00				\$51,393,693.44

METROPOLITAN SCHOOL DISTRICT OF BOONE TOWNSHIP

COMPARISON OF ORIGINAL AND RESTRUCTURED DEBT SERVICE PAYMENTS
Restructuring of 2004 First Mortgage Bonds

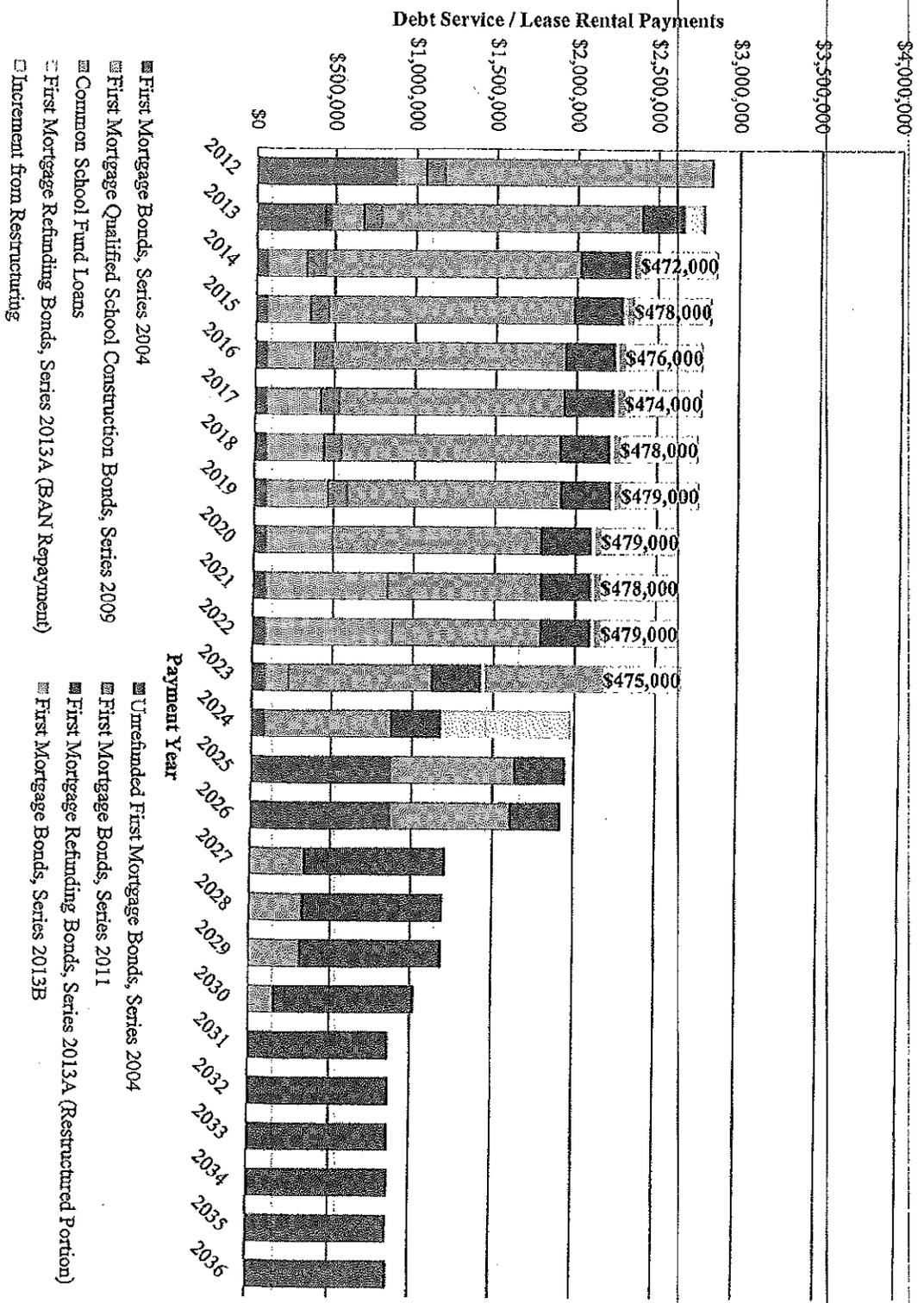
Budget Year	Original Payments		Restructured Payments		Estimated Savings/(Loss)
	2004 First Mortgage Bonds	Original	Unrefunded 2004 Bonds	First Mortgage Refunding Bonds (Restructured Portion Only)	
2013		\$436,931.25 (1)	\$41,000.00 (1)	\$266,856.39 (1)	\$129,074.86
2014		864,940.63 (2)	82,000.00	310,612.50 (3)	472,328.13
2015		871,050.00	82,000.00	310,612.50	478,437.50
2016		869,100.00	82,000.00	310,612.50	476,487.50
2017		866,962.50	82,000.00	310,612.50	474,350.00
2018		870,500.00	82,000.00	310,612.50	477,887.50
2019		871,875.00	82,000.00	310,612.50	479,262.50
2020		871,750.00	82,000.00	310,612.50	479,137.50
2021		870,125.00	82,000.00	310,612.50	477,512.50
2022		872,000.00	82,000.00	310,612.50	479,387.50
2023		867,125.00	82,000.00	310,612.50	474,512.50
2024		870,625.00	82,000.00	310,612.50	478,012.50
2025		872,125.00	871,125.00	310,612.50	(309,612.50)
2026		871,625.00	871,625.00	310,612.50	(310,612.50)
2027				870,012.50	(870,012.50)
2028				867,212.50	(867,212.50)
2029				872,393.75	(872,393.75)
2030				866,043.75	(866,043.75)
2031				867,525.00	(867,525.00)
2032				869,725.00	(869,725.00)
2033				869,225.00	(869,225.00)
2034				869,900.00	(869,900.00)
2035				864,912.50	(864,912.50)
2036				868,462.50	(868,462.50)
Totals		\$11,746,734.38	\$2,685,750.00	\$12,990,231.39	(\$3,929,247.01)

(1) For budget year 2013, represents only January 10, 2015, payment.
 (2) Estimated debt service tax rate of \$0.3699 based upon a license excise/financial institutions factor of 5% and the School Corporation's 2014 certified net assessed value of \$222,143,040.
 (3) Estimated debt service tax rate of \$0.1328 based upon a license excise/financial institutions factor of 5% and the School Corporation's 2014 certified net assessed value of \$222,143,040.

UMBAUGH

OUTSTANDING DEBT SERVICE / LEASE RENTAL PAYMENTS

Unaudited



UMBROUGH ASSOCIATES, INC. 1000 W. 10TH AVENUE, SUITE 200, DENVER, CO 80202
 TEL: 303.733.1100 FAX: 303.733.1101 WWW.UMBROUGHASSOCIATES.COM

CERTIFIED SALARY HISTORY

	<u>School Year</u>	<u>BA/0 Salary</u>	<u>% Increase</u>
date paid	2009 - 2010	\$31,152.00	1.5
8/28/2009	2010 - 2011	\$31,464.00	1
	2011 - 2012	\$31,464.00	0
	2012 - 2013	\$31,464.00	0
	2013 - 2014	\$31,464.00	0

(TRF OF 3% PAID IN ADDITION TO STARTING SALARY)

APPENDIX A
M.S.D. OF BOONE TOWNSHIP
SALARY SCHEDULE
2009-2010

Years			BS + 36	BS + 46	BS + 56	BS + 66
Exp.	Bachelors	B S + 15	or Masters	or M S + 10	or M S + 20	or M S + 30
0	31,152	31,738	33,203	33,786	33,903	34,136
1	31,896	32,481	34,065	34,650	34,767	35,000
2	32,661	33,243	34,940	35,525	35,642	35,875
3	33,445	34,030	35,818	36,403	36,521	36,754
4	34,252	34,836	36,656	37,239	37,357	37,591
5	35,081	35,665	37,630	38,216	38,331	38,566
6	35,940	36,525	38,579	39,163	39,279	39,513
7	36,828	37,413	39,560	40,144	40,259	40,494
8	37,745	38,329	40,579	41,162	41,279	41,512
9	38,689	39,274	41,633	42,219	42,334	42,569
10	39,680	40,264	42,724	43,307	43,425	43,657
11	40,713	41,296	43,851	44,435	44,552	44,786
12	41,806	42,388	45,015	45,600	45,716	45,949
13	42,969	43,555	46,216	46,802	46,917	47,152
14	44,422	45,007	47,453	48,037	48,154	48,387
15	48,208	48,791	48,860	49,310	49,428	49,660
16	48,208	48,791	50,041	50,625	50,744	50,975
17	48,208	48,791	51,424	52,009	52,123	52,360
18	48,208	48,791	52,879	53,464	53,581	53,815
19	48,208	48,791	54,624	55,210	55,328	55,560
20	48,208	48,791	59,488	60,073	60,191	60,422

3% TRF will be paid in addition to the above

**APPENDIX C
M.S.D. OF BOONE TOWNSHIP
SALARY SCHEDULE
2010-2011**

			BS + 36	BS + 46	BS + 56	BS + 66
Years			or	or	or	or
Exp.	Bachelors	B S + 15	Masters	M S + 10	M S + 20	M S + 30
0	31,464	32,055	33,535	34,124	34,242	34,477
1	32,215	32,806	34,406	34,997	35,115	35,350
2	32,988	33,575	35,289	35,880	35,998	36,234
3	33,779	34,370	36,176	36,767	36,886	37,122
4	34,595	35,184	37,023	37,611	37,731	37,967
5	35,432	36,022	38,006	38,598	38,714	38,952
6	36,299	36,890	38,965	39,555	39,672	39,908
7	37,196	37,787	39,956	40,545	40,662	40,899
8	38,122	38,712	40,985	41,574	41,692	41,927
9	39,076	39,667	42,049	42,641	42,757	42,995
10	40,077	40,667	43,151	43,740	43,859	44,094
11	41,120	41,709	44,290	44,879	44,998	45,234
12	42,224	42,812	45,465	46,056	46,173	46,408
13	43,399	43,991	46,678	47,270	47,386	47,624
14	44,866	45,457	47,928	48,517	48,636	48,871
15	48,690	49,279	49,349	49,803	49,922	50,157
16	48,690	49,279	50,541	51,131	51,251	51,485
17	48,690	49,279	51,938	52,529	52,644	52,884
18	48,690	49,279	53,408	53,999	54,117	54,353
19	48,690	49,279	55,170	55,762	55,881	56,116
20	48,690	49,279	60,083	60,674	60,793	61,026

3% TRF will be paid in addition to the above

**APPENDIX A
M.S.D. OF BOONE TOWNSHIP
SALARY SCHEDULE
2011-2014**

			BS + 36	BS + 46	BS + 56	BS + 66
Years			or	or	or	or
Exp.	Bachelors	B S + 15	Masters	M S + 10	M S + 20	M S + 30
0	31,464	32,055	33,535	34,124	34,242	34,477
1	32,215	32,806	34,406	34,997	35,115	35,350
2	32,988	33,575	35,289	35,880	35,998	36,234
3	33,779	34,370	36,176	36,767	36,886	37,122
4	34,595	35,184	37,023	37,611	37,731	37,967
5	35,432	36,022	38,006	38,598	38,714	38,952
6	36,299	36,890	38,965	39,555	39,672	39,908
7	37,196	37,787	39,956	40,545	40,662	40,899
8	38,122	38,712	40,985	41,574	41,692	41,927
9	39,076	39,667	42,049	42,641	42,757	42,995
10	40,077	40,667	43,151	43,740	43,859	44,094
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16	48,690	49,279	50,541	51,131	51,251	51,485
17	48,690	49,279	51,938	52,529	52,644	52,884
18	48,690	49,279	53,408	53,999	54,117	54,353
19	48,690	49,279	55,170	55,762	55,881	56,116
20	48,690	49,279	60,083	60,674	60,793	61,026

3% TRF will be paid in addition to the above

**M.S.D. OF BOONE TOWNSHIP
AND
PROFESSIONAL EDUCATORS OF
PORTER COUNTY
AFT LOCAL #4852**

**COLLECTIVE BARGAINING
AGREEMENT
APRIL 13, 2011 - JUNE 30, 2014**

TABLE OF CONTENTS

	PREAMBLE	1
	RECOGNITION	1
ARTICLE I	DEFINITIONS	1
ARTICLE II	PEPC RIGHTS	3
ARTICLE III	DISCUSSIONS	4
ARTICLE IV	DAYS AND HOURS	5
ARTICLE V	GRIEVANCE PROCEDURE	7
ARTICLE VI	TEACHER RESPONSIBILITIES	8
ARTICLE VII	INSURANCE AND ANNUITIES	9
	A. Life Insurance	9
	B. Long-Term Disability	9
	C. Health /Dental Insurance	9
	D. Vision Insurance	10
	E. Section 125	10
	F. National/Statewide Health Care Plan	10
	G. Tax Sheltered Annuities	11
ARTICLE VIII	LEAVES	11
	A. Sick Leave/Family Illness Leave	11
	B. Family Medical Leave Act	12
	C. Assault Leave	12
	D. Personal Leave	12
	E. Bereavement Leave	12
	F. Legal Leave	13
	G. Professional Leave	13
	H. Sabbatical Leave	14
	I. Sick Leave Bank	15
	J. Maternity Leave	17
	K. Adoptive Leave	18
	L. Requested Leave	18
	M. All Leave Provisions	18

TABLE OF CONTENTS, cont'd.

ARTICLE IX	TEACHING CONDITIONS	19
ARTICLE X	REDUCTION IN FORCE	21
ARTICLE XI	RETIREMENT PLAN	22
ARTICLE XII	TEACHER REQUIREMENTS AND RIGHTS	23
ARTICLE XIII	COMPENSATION	25
ARTICLE XIV	SUMMER SCHOOL POSITIONS	27
ARTICLE XV	TERM AND GENERAL PROVISIONS	28
APPENDIX A	SALARY SCHEDULE 2011-2014	31
APPENDIX B	EXTRA-CURRICULAR SCHEDULE 2011-2014	32
APPENDIX C	403b TAX SHELTERED ANNUITIES	33
APPENDIX D	FAMILY MEDICAL LEAVE ACT	34
APPENDIX E	TEACHER EVALUATION PROCEDURES & FORMS	37
APPENDIX F	GRIEVANCE PROCEDURES & FORMS	51
APPENDIX G	BUYOUT AGREEMENT OF ARTICLE XI	58

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

PREAMBLE

Whereas, the School Board of M.S.D. of Boone Township and the Professional Educators of Porter County (PEPC) recognize and declare that providing a quality education for the children of Boone Township is their aim, and

Whereas, the parties, following extended and deliberate negotiations and discussions, have reached certain understandings which they wish to confirm in this Agreement,

Therefore, this Agreement has been entered into between the School Board of M.S.D. of Boone Township, and the Professional Educators of Porter County.

RECOGNITION

The Board of M.S.D. of Boone Township hereby recognizes PEPC as the exclusive representative of the bargaining unit, comprised of all certificated professional educators, except as hereinafter noted below.

ARTICLE I:
DEFINITIONS

The Parties agree to the following definitions.

- A. The term *teacher*, when used in this Agreement, shall refer to all certificated personnel employed by M.S.D. of Boone Township except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, and Athletic Directors. The bargaining unit membership is subject to change at any time by order of the Indiana Education Employment Relations Board.
1. For the purpose of this Agreement, an *Athletic Director* is defined as one who evaluates members of the coaching staff or who has a voice in the retention, assignment, or dismissal of coaches on the staff.
 2. For the purpose of this Agreement, an *Assistant Principal* is defined as one who formally evaluates teachers and programs and who has the authority to recommend dismissal or retention of teachers.

3. Teachers who work fewer than thirty (30) hours per week shall receive all eligible benefits and salary on a prorated basis unless specified differently in this Agreement (e.g., ARTICLE VI., Section A. Life Insurance which is provided, in full, to all teachers).
- B. The term *School Board*, when used in this Agreement, shall refer to the School Board of the M.S.D. of Boone Township and shall be synonymous with the terms "employer," "Board," and "Corporation."
- C. The term *Professional Educators of Porter County*, when used in this Agreement, shall refer to and be synonymous with "the Exclusive Representative," "Professional Educators of Porter County/AFT #4852," "PEPC," and "Union."
- D. The term *Parties*, when used in this Agreement, shall refer to the School Board and PEPC.
- E. *Seniority*, when used in this Agreement, shall mean the total years of continuous employment as a teacher by the M.S.D. of Boone Township, under a regular teacher contract for one hundred twenty (120) days or more per year. If two (2) or more employees (who are employed on a regular contract) have the same length of service, the employee whose contract was approved at the earliest Board of Education meeting or who signed his individual contract on the earliest date shall be senior. If this measure does not identify who has the most seniority, then whoever has the earliest birthday in a calendar year will be considered the senior teacher.
- F. The terms *School Board* and *Professional Educators of Porter County* shall include authorized officers, representatives, and agents of said organizations.
- G. The term *School Corporation*, when used in this Agreement, shall refer to M.S.D. of Boone Township, of the County of Porter, of the State of Indiana.
- H. The term *Immediate Family* shall be interpreted as spouse, children, grandchildren, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, step family relationships which parallel those of natural immediate family members (i.e. step-children, step-grandchildren, step-sister, etc.), or any other member of the family unit living in the same household, no matter what degree of relationship.
- I. The term *official personnel file* is defined as the file that includes confidential information such as teacher evaluations, reprimands, and commendations.
- J. The term *hourly rate* is defined as the pay rate computed using the regular teacher's base contract salary divided by one thousand eighty (1,080) hours.

ARTICLE II:
PEPC RIGHTS

- A. PEPC agrees to keep its membership open to all teachers in the school corporation regardless of race, creed, sex, color, and/or national origin.
- B. PEPC shall be permitted to use the facilities of the intra-school mail system and upon arrangement, reasonable utilization of the daily teacher announcements as well as reasonable utilization of the school facilities for union activities. To insure communications, the Board and PEPC agree that PEPC has the right to use the following:
 - 1. Bulletin Boards
 - 2. School mailboxes
 - 3. School facilities for meetings
 - 4. Copy machines
 - 5. E-mail – to be used for the purposes of setting meeting dates and sending reminders and memorandums.
 - 6. Access to any documents, which are designated as public documents by the Indiana open door law.
- C. PEPC shall be given a place on the agenda of the first (1st) general building meeting at the start of the school year. The President of PEPC shall be allowed sufficient time to travel between member schools on the first teacher work day for the purpose of conducting the business of PEPC.
- D. The President of PEPC, or his/her designee:
 - 1. Shall be given the equivalent of six (6) days of release time per school year, with pay, for the purpose of and not limited to conducting the business of PEPC and legislative related activities. These days may be used in ½ day increments.
 - 2. May use teacher non-instructional time for PEPC business.
- E. When and if the six half professional development days are reinstated by the DOE, teachers shall be entitled to the equivalent of one (1) day for in service workshops during the school year to be planned in conjunction with the building principals.
- F. The Board shall, upon request of PEPC, provide copies of any information necessary for the administration and bargaining of this Agreement and/or information needed to maintain PEPC membership roles. Such information shall include, but not be limited to, any public records.
- G. The Board shall provide PEPC with a copy of the Board Meeting Agenda prior to Board meetings.
- H. The Board agrees, upon written authorization of teachers, to deduct from the paychecks of teacher's dues for PEPC as directed by the authorization, and to transmit the proceeds of such deduction to the Treasurer of PEPC.

- I. The Board agrees to make COPE (Committee on Political Education) deductions from teacher paychecks upon the written request by a minimum of ten (10) teachers. COPE deductions will be made from ten (10) consecutive paychecks in an amount of not less than one dollar (\$1.00) per teacher per paycheck. The proceeds of such deductions shall be transmitted to the Treasurer of PEPC in a check separate from the dues deduction check.

ARTICLE III:
DISCUSSIONS

- A. PEPC will select teachers to serve on each of the two M.S.D. Boone Township Building Discussion Committees.
 1. Building Committees will meet with their respective Building Principal during the first full week of each month of the school year on a mutually agreed upon day.
 2. Meetings may be rescheduled or cancelled by mutual agreement of the Building Principal and PEPC.
 3. Representatives of the Superintendent and/or the PEPC President will be welcomed at such meetings.
 4. Either party will have equal access to the placement of items on the agenda.
 5. The parties will participate fully and attempt to reach agreement on courses of action to resolve any problems presented.
 6. A member of the committee will record minutes.
- B. The PEPC Discussion Committee will meet with the Superintendent within two (2) weeks following the meetings of the Building Discussion Committees, unless the meeting is cancelled by mutual agreement.
 1. The agenda for these meetings will include any items that could not be resolved in building meetings as well as any other items presented by either of the parties.
 2. A member of the committee will record minutes.
- C. The parties agree that the employer will have met its obligation to discuss if the procedure outlined herein has been followed prior to any change in any item of discussion as required by IC-20-7.5-1-5.

ARTICLE IV:
DAYS AND HOURS

- A. The regular day for all teachers shall be seven (7) hours and forty (40) minutes. Specific beginning and ending times shall be established by mutual agreement of each building's discussion team and the administration. Included is a duty-free lunch period of no less than thirty (30) minutes.
1. Faculty meetings may be held in the morning before school commences as well as after school on one occasion per month. Principals may call an additional meeting per month if necessary. All meetings except emergency meetings must be announced 24 hours in advance and will be 45 minutes in length. Professional Learning Committee sessions (PLC) will occur once a week.
 2. The principal may call other faculty meetings in the case of an emergency.
- B. Every teacher, between the hours of 10:00 a.m. and 2:00 p.m., shall receive a thirty-minute (30-minute), duty-free lunch period.
- C. Administrators can request a teacher's time outside of the regular school day to attend meetings to complete the school's objectives. However, administrators agree to value the teacher's time outside of their regular scheduled day since a teacher's work load extends past those time limits. Therefore, faculty meetings and "topic" meetings will be limited to no more than four sessions and events per month. Because participation in any additional meeting beyond these four meetings which extends the teacher's school day is not required, a teacher has the right to decline or attend. A teacher who cannot participate in a meeting should inform the principal in-person, e-mail, or phone call, at least 24 hours in advance of the scheduled session. The administration and teachers understand that issues can arise which could cause a teacher to not be able to attend a scheduled meeting. If the administration chooses to ask teachers to stay for meetings beyond these guidelines, they cannot negatively influence a teacher's evaluation if teachers are not able to attend.
- D. Teachers are encouraged by the Parties to sponsor co-curricular and extra-curricular activities that help to promote the school as a community. All teachers are expected to share school-related non-teaching duties (e.g., class sponsorship).
- F. Teachers may leave their place of employment for the purpose of an appointment with a dentist or a doctor up to thirty (30) minutes before their normal departure time. Principals may require that the teacher leaving early present proof of the time and date of the appointment.
- F. An elementary teacher shall have a minimum of 270 minutes of preparation time per week. Included in these 270 minutes is a minimum of thirty (30) continuous minutes of preparation time during each regular school day. Preferably, preparation time is to be scheduled during the minimum ninety (90) minutes each

of Music, Art, and Physical Education that a teacher's homeroom is assigned to specials. Preparation time will be scheduled within the student day.

A secondary teacher shall have a minimum of 250 minutes of preparation time per week. Included in these 250 minutes is a minimum of fifty (50) continuous minutes of preparation time during each regular school day.

1. Teachers teaching part of a day will be granted planning time prorated to the percentage of the day they teach.
 2. Adjusted student days (e.g., assemblies, weather delays) may result in reasonable modifications of teacher preparation time.
- G. The total number of days which teachers will be required to work shall be one hundred and eighty-three (183) days per school year.
1. The calendar is a consensus decision among the parties after the Porter County Superintendents (Porter County Services) determine the starting date, Christmas vacation, and spring vacation dates of each school year calendar.
 2. In addition to the county calendar, the school calendar shall include:
 - a. One (1) organization day at the beginning of the year. The organization day shall include:
 1. A general Corporation-wide meeting (topics: insurance, annuities, current payroll matters, tax deductions status, and in-service),
 2. a building meeting,
 3. a PEPC meeting, and
 4. the remainder of the day shall be used for department/team meetings and other necessary organization for the teacher;
 - b. one-half (1/2) day for finalizing grades and record-keeping at the end of each semester. Effective until legislation changes professional development days – One full day will be used for parent teacher conferences.
 - c. one (1) record –keeping day at the end of the school year
 - d. two (2) winter-break unpaid days to be scheduled in conjunction with President's Day. The Friday of President's Day break may be used as a make-up day if necessary.
 3. Days on which school is canceled due to unforeseen circumstances shall be rescheduled in the following order:

- a. Friday of the holiday designated as President's Day, Good Friday, Easter Monday, and a day in January will be used as make-up days for the school year. Additional days needed beyond these arranged make-up days will be added to the end of the school calendar.

ARTICLE V:
GRIEVANCE PROCEDURE

- A. A claim that there has been a violation, misinterpretation, or misapplication of any approved rules or regulations, or agreements of the M.S.D. of Boone Township Schools shall be the basis for processing a formal grievance at the discretion of the grievant.
- B. A grievant may be an individual teacher, a group of teachers, or the Union. If the grievant is other than the Union, the grievant has the right to have a Union representative present at every step of the grievance process.
- C. To initiate the grievance procedure, the grievant shall first discuss the alleged grievance with the administrator responsible for the alleged grievance.
- D. If, after this initial meeting, the grievant believes a grievance still exists, the formal grievance procedure may be invoked by setting forth in writing to the administrator responsible for the alleged grievance on the form in this Agreement in Appendix H (i.e., Grievance Form-Basic Information).
- E. Within five (5) school days of receipt of the grievance, the administrator shall meet with the grievant in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing within five (5) school days of meeting and shall furnish a copy to the Union. (See H.)
- F. If the grievant is not satisfied with the disposition of the grievance, or if the administrator has not responded within the time limitations set forth in Section E, the grievant may submit a copy of the written grievance to the Superintendent. If the administrator in Sections C through E is the Superintendent, the procedure proceeds directly to the next step - Section G. If the administrator is other than the Superintendent, then the procedure continues through Sections F and G.

At this step, the Superintendent shall meet with the grievant within five (5) school days of receipt of the written grievance in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) school days of said meeting and shall furnish a copy of the disposition to the Union. (The form titled Formal Grievance-Level II is to be used for this step. See Appendix H.)

- G. If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits set forth in Section F, a copy of the written grievance may be submitted to the School Board. Within fifteen (15) school days of submitting the grievance to the Board, the grievant may appear before the School Board in executive session in an effort to resolve the grievance. The School Board shall indicate its disposition of the grievance in writing within five (5) school days of said meeting and shall furnish a copy of the disposition to the Union. (The form titled Formal Grievance-Level III is to be used for this step. See Appendix H.)
- H. The time limits provided in this Article shall be strictly observed but may be extended by a written agreement between the parties. In the event a grievance is filed at the end of the school year, the parties shall agree upon a time line for processing the grievance in the most expedient manner.
- I. Notwithstanding the expiration of this Agreement, any grievance arising thereunder may proceed through this grievance procedure to resolution.
- J. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE VI:
TEACHER RESPONSIBILITIES

- A. Foremost in the minds of MSD of Boone Township teachers should always be the welfare of their students. The primary responsibility of teachers is to instruct students in the subject areas to which they have been assigned. Teachers should also:
 - 1. Continue to improve their number and variety of instructional techniques so that each student can gain maximum attainment of essential knowledge and twenty-first century skills. Teachers will meet with their principals to explain where they have experienced areas of growth. These areas could include reading educational journals, attending conferences, taking classes, watching webinars, PLC meetings, learning new techniques through textbook adoptions, etc.
 - 2. Endeavor to develop a sense of citizenship in each student through daily interactions, disciplinary measures, or lessons embedded in the curriculum.
 - 3. Cooperate with the building principal, work with fellow teachers, and follow the program of instruction that the administration and teachers have cooperatively agreed upon.
 - 4. Attempt communication with the home of each student. This may be done in a variety of ways, including conferences, report cards, notes, telephone calls, personal visits, and the posting of assignments and grades on the district's student information system. The teacher may choose the method that works best for them.

5. Each teacher will learn required computer skills and how to operate a variety of software programs as agreed upon by the administration and teachers during their scheduled working hours such as PLC time, ½ days with paid subs, or during one of our scheduled meetings as discussed in ARTICLE IV, letter C.

ARTICLE VII:
INSURANCE AND ANNUITIES

- A. Life Insurance: Each teacher, regardless of the number of hours worked per week, shall be provided with a \$50,000 term-life insurance policy, with double indemnity, upon payment of one (1) dollar toward the total cost of the policy.
- B. Long-Term Disability: The Board agrees to provide each teacher, regardless of number of hours worked per week, with long-term disability insurance at a cost of one (1) dollar. The plan and the carrier are subject to agreement by the Parties.
- C. Health and Dental Insurance will be provided through the Porter County School Employees' Insurance Trust. PEPC shall be represented on the Health Insurance Trust's Board of Trustees whose purpose is to improve benefits and/or the cost of insurance. If the Porter County Schools Employees Insurance Trust disbands the plan and the carrier are subject to agreement by the Parties.

Health and/or Dental Insurance will be provided to all teachers who work a minimum of thirty (30) hours per week. Eighty (80) percent of the cost of either a single or a family plan will be paid by the corporation. This Agreement permits married teachers to each take a single membership, but does not require the corporation to make a cash reimbursement to any employee who chooses not to enroll in this medical benefit. Those teachers on Medicare shall have eighty (80) percent of their monthly insurance premium paid by the corporation.

1. Upon regular, full payment of the premium by the retiree, he/she will be permitted to continue on the group health and insurance plan until the last day of the month in which the teacher is sixty-five (65) years of age, or the age of Medicare eligibility, whichever comes first.
2. If the teacher is receiving Retirement Pay after the date of retirement, the Board, upon request of the teacher, shall reduce the Retirement Pay by an amount equal to the health insurance premium times the number of years the teacher wishes to enroll in the health insurance plan. This money shall be used to pay the teacher's annual health insurance premium. If the money is insufficient to pay the premiums for the stated period, the retiree shall pay the remainder of the premium or will be dropped from the group policy. The early retiree shall be allowed to participate in Section 125 if the IRS will provide written approval of this provision.

3. A teacher, whose employment terminates at the end of the school year or who retires at the end of the school year, may continue all insurance coverage up to the insurance anniversary date. (The current anniversary date is October 1.)

D. Vision Insurance: The Board agrees to provide each teacher under contract as of September 1, 2002, regardless of the number of hours worked per week, with vision insurance (for either a single or family plan) at the cost of one dollar (\$1.00). Any teacher employed on a regular teachers contract after September 1, 2002 must work at least thirty (30) hours per week to qualify for this benefit. The plan and the carrier are subject to agreement by both Parties.

E. Section 125: Any changes to the current Section 125 Flexible Fringe Benefit Plan, of the IRS Code will be subject to mutual agreement by the Parties. Employees may have an amount not to exceed \$2,400.00 (two thousand four hundred) for unreimbursed medical costs and \$5,000.00 (five thousand) for dependent care expenses allocated for Section 125. All flexible spending account agreements entered into between provider and employee are to be paid in their entirety to the corporation if claims are presented and have been paid on behalf of the employee in advance of payroll deductions.

The corporation will inform teachers annually of the availability of a Section 125 plan.

F. National/Statewide Health Care Plan: The parties understand that any benefit, salary, or other term in the collective bargaining agreement was negotiated in good faith. As a result of negotiations, it was agreed that the employer would make contributions to health insurance costs rather than putting additional amounts on the salary schedule. Teachers, then, would have given up salary for the benefit of health insurance costs.

Therefore, should either the state or federal government pass legislation mandating all employers to participate in a national or statewide health care plan (hereafter referred to as 'mandated plan'), the parties agree that the employer contributions for the employees health care that were negotiated into the Agreement prior to the passage of such mandated plan, shall continue to be a part of this Agreement by the following terms.

1. If the premium of the mandated plan is less than the premium of the current plan (the plan in force at the time of the effective date of the mandated plan),
 - a. Employer contributions shall first be applied to the premium cost of the mandated plan.
 - b. Next, any remaining difference between the current plan and the mandated plan shall be used to purchase supplemental coverage for any items covered under the current health care plan that may not be covered under any mandated plan.

- c. Finally, if after paying the premium of the mandated plan and purchasing supplemental coverage there is still remaining money, these monies shall either be used to purchase additional benefits or revert back to the employees in the form of wages. The application of these remaining monies shall be decided by mutual agreement of the parties.
 2. If the premium of the mandated plan is more than the premium of the current plan (the plan in force at the time of the effective date of the mandated plan), then the corporation will have met its obligation by maintaining its contribution at the current plan's dollar amount until it is changed through negotiations.
- G. Tax Sheltered Annuities: At the teacher's request, payroll deductions shall be made for tax sheltered annuities. The process by which annuity providers are to become qualified, the window periods for teacher enrollment, and other provisions related to the process are contained in Appendix E: ANNUITIES, of this Agreement. Deductions shall be made according to ARTICLE XII: COMPENSATION, Section J.

ARTICLE VIII:
LEAVES

- A. Sick Leave/Family Illness Leave: Each teacher shall be entitled to be absent from work for Sick Leave/Family Illness Leave for a total of ten (10) days each year, without loss of compensation. Additionally, teachers shall be entitled to use their total number of previously accumulated Sick Leave/Family Illness Leave days, as necessary. Unused days shall be accumulative to a maximum of one hundred and eighty-three (183) days. Teachers will be notified of their accumulated sick days on the first day of school.

Each teacher with more than 183 accumulated days of sick leave at the end of the school year shall have his/her next year's contract salary increased by the number of days above the 183 maximum, times twenty-five percent (25%) of the daily beginning bachelor salary. If, at the time of retirement, a teacher has more than 183 accumulated days of sick leave, the teacher shall receive payment for said days in excess of 183 days. The rate of payment shall be twenty-five percent (25%) at the beginning bachelor salary times the number of days in excess of 183 days. This amount, however, will not be added to the contract amount for the school year just completed. Said amount will be paid on or before June 30 of the year the teacher retires.

One (1) day of accumulated sick leave may be used for personal illness during summer school. (Two [2] summer school days equals one [1] accumulated sick day.)

- B. Family Medical Leave Act: Teachers may be eligible for up to twelve (12) weeks of unpaid leave for family illness under the Family and Medical Leave Act of 1993.

Terms of the Family and Medical Leave Act are attached to, and made part of this Agreement. (See Appendix F.)

- C. Assault Leave: A teacher assaulted by a student or parent while on duty either in the classroom or the playground, or serving in an official position at a school sponsored function, shall not have sick days deducted if the assault warrants medical attention or hospitalization. The number of hours or days needed to recover must be authorized by a licensed physician. The Board may, at Corporation expense, require another licensed physician's examination and determination of necessity of leave.
- D. Personal Leave: Each teacher shall be entitled to three (3) days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of employment. The Parties strongly urge teachers not to take Personal Leave on the day before or the day after any breaks in the regular school schedule.

To provide the building principal a better opportunity to secure a qualified substitute, a request for Personal Leave should be presented to the building principal not later than the day before the leave is to be taken.

In the event of an emergency where prior notice is not possible, teachers may make this request verbally. The Personal Leave form must be submitted on the day he/she returns to work.

One unused personal day from the prior school year will automatically be added to the current year for a total of four (4) personal days. If no personal days are available for retention, then only three (3) days of personal business would be available for the current school year. The statement "personal business" is sufficient reason to warrant use of this leave.

- E. Bereavement Leave: In case of death within the immediate family (see page 2, letter H) that occurs not more than five (5) days preceding the beginning of the school year or that occurs during the school year, the teacher shall be granted a leave of five (5) school days, and shall receive full compensation for such leave.
1. Permission for use of these days may be requested verbally and will be granted in segments not to exceed five (5) days as may be needed for funeral/memorial services, personal business matters concerning the estate, and other matters surrounding the bereavement circumstances.
 2. One (1) day leave shall be granted for funerals in case of death of other family members, or that of close friends.
 3. Additional Bereavement Leave may be granted by the Superintendent from the teacher's accumulated Sick Leave/Family Illness Leave.

F. Legal Leave:

1. A teacher called for jury duty shall receive full compensation but shall return to the corporation any pay he/she received for the jury duty. A teacher is allowed to keep any mileage money he/she may receive for serving on a jury.
2. Court leave with pay shall be granted to teachers under subpoena for the time necessary to make appearance(s) in any court proceedings, provided the teacher is not a party in litigation whose interests are adverse to M.S.D. of Boone Township or officials of M.S.D. Boone Township. All monies received by a teacher for witness fees, equal to the amount being paid to the teacher by the Corporation, shall be turned over to the School Corporation. Travel expenses allowed by the court may be retained by the teacher.

G. Professional Leave:

The Parties recognize the importance of coordinated and collaboratively developed professional development activities.

1. Following an opportunity for a teacher to volunteer, the superintendent may pay a teacher at a rate of \$20.00 per hour for professional development activities outside the regular school hours. Professional development activities will be based on a five (5) hour day for a maximum pay of \$100.00 per day.
2. The school board agrees to provide, during the school year, 70 days to the teachers to attend/participate in professional development activities if funds are available for professional development. A maximum of \$10,000.00 per year will be made available and split proportionately between the buildings based on the number of teachers employed in each building for the teacher initiated or union initiated professional development leave without loss of compensation for such absence as state funding allows. Teachers who work in multiple buildings will request professional leave from the building where the majority of their day is spent. Days may be transferred between buildings as needed, but not to exceed the maximum days or dollars. The superintendent has the final say on all professional leave requests.
 - a. Attending and/or participating in educational conferences, workshops, seminars, or meetings of local, state, and national educational organizations (except for union-related or legislatively-related meetings, unless approved in advance by the Superintendent);
 - b. Visitation to other schools or educational institutions for the purpose of observing instructional techniques or other instructionally oriented programs; and

- c. Other uses as approved by the appropriate Professional Leave Committee (Article VII-G-3).
 3. There will be a Professional Leave Committee formed at each building. The committee shall consist of two teachers and an administrator from each building. Finally, there will be one teacher appointed to coordinate the professional leave requests from all three buildings. PEPC shall appoint the teacher members.
 4. Reasonable reimbursement will be made by the Board for such approved professional leave to cover the cost of registration, accommodations, and transportation at the current Internal Revenue Service (IRS) rate. The total amount of reimbursement shall be determined by the committee, and approved by the Superintendent.
 - a. Whenever possible, the Corporation will make payments directly to the conference host.
 - b. When payment must be made by the teacher, reimbursement will be made to the teacher following the School Board meeting at which the teacher's claim for such reimbursement is approved by the Board.
 5. Professional leaves (e.g., participation on a North Central Accreditation (NCA) evaluation team) may be approved by the Board with only one (1) day being deducted from the total pool of professional leave days noted in Subsection G-2 above.
 6. Administration-initiated professional leave will not be deducted from the pool of professional leave in excess of two (2) days per teacher.
 - a. One (1) day per teacher granted such request will be deducted from the total teacher pool for the ensuing school year.
 - b. Reimbursement will be made for teacher incurred expenses on the first pay at the beginning of the new school year.
 7. It is understood that all leaves granted under this Section are subject to the approval of the Superintendent.
- H. Sabbatical Leave: Sabbatical Leave for study toward an advanced degree may be granted by the Board for teachers who have completed ten (10) consecutive years of service to M.S.D. Boone Township. An advanced degree must be in the area in which the teacher is licensed, and may not be used to secure a second Master's Degree. Such leave shall be granted under the following conditions:

1. A maximum of three (3) eligible teachers per school year may be granted Sabbatical Leave: One (1) teacher may be from grades K-5, one (1) from grades 6-8, and one (1) from grades 9-12.
 2. Eligible teachers who wish to apply must submit a written application on or before February 15 of the preceding school year outlining leave plans.
 3. Sabbatical Leave shall be one (1) full school year.
 4. Should there be more than one (1) applicant from a grade level, selection shall be made by a committee appointed by the Superintendent. This committee shall include teachers, administrators, and the President of the Professional Educators of Porter County or his/her appointed representative.
 5. A teacher shall not be eligible for Sabbatical Leave more than once every ten (10) years.
 6. Reinstatement after the Sabbatical Leave shall include the following considerations:
 - a. The year of leave shall be counted as an additional year's credit for computation on the salary schedule.
 - b. The leave shall in no way endanger the teacher's tenure status.
 - c. All fringe benefits shall be in effect during the Sabbatical Leave, upon receipt of enrollment fees.
 - d. The teacher shall be reinstated in the same position held when the leave was granted, unless notified in writing before the leave is granted. If, due to unusual circumstances, the position does not exist at the end of the year's leave, the Board shall offer the teacher the first comparable position that becomes available for which the teacher is qualified.
- I. Sick Leave Bank: A voluntary teacher sick leave bank is in existence. A new member must contribute one (1) sick leave day each year for three years. In order to qualify for membership in the sick leave bank, a teacher wishing to participate shall notify the designee of the Board in writing of his/her intention to participate on or before the last school day of September. Such authorization shall remain in force until the participating teacher withdraws from the program in writing. In order to qualify for sick leave benefits pursuant to Schedule A, a teacher must begin to participate in the sick leave bank at his/her first opportunity for enrollment. If the teacher fails to participate in the sick leave bank during the first year of eligibility, his/her benefits under the sick leave bank shall be governed by Schedule B. Upon exhaustion of accrued personal illness days, any member may borrow additional personal illness days according to whether he/she qualifies for Schedule A benefits or Schedule B benefits.

SCHEDULE A

- 0 - 5 years teaching service in MSD Boone Township - 10 day
- 6 - 8 years teaching service in MSD Boone Township - 25 days
- 9 - 12 years teaching service in MSD Boone Township - 35 days
- 13 - 16 years teaching service in MSD Boone Township - 45 days
- 17 - 20 years teaching service in MSD Boone Township - 55 days
- Over 20 years teaching service in MSD Boone Township - 65 days

SCHEDULE B

- 0 - 5 years participation in sick leave bank - 10 days
- 6 - 8 years participation in sick leave bank - 25 days
- 9 - 12 years participation in sick leave bank - 35 days
- 13 - 16 years participation in sick leave bank - 45 days
- 17 - 20 years participation in sick leave bank - 55 days
- Over 20 years participation in sick leave bank - 65 days

Requests for the use of the Sick Leave Bank shall be made by presentation of sufficient medical evidence (i.e., a medical slip) to the Sick Leave Bank Committee here under provided. Additional Days may be borrowed from the Sick Leave Bank if and only if, a teacher has repaid any previously borrowed days. Upon resumption of employment, said teacher will repay the Sick Leave Bank the personal illness days owed as noted below.

On October 1 of each school year (beginning with 2003-2004), a teacher shall repay days to the Sick Leave Bank based on their accumulated sick leave at that time, and the following schedule:

<u>Sick Leave Days Accumulated</u>	<u>Days Repaid per Year</u>
1-13	3
14-20	4
21 or more	5

At any time a teacher wishes to pay a greater number of days, or all the days owed, he/she may do so. If a teacher dies or retires before his debt is repaid, any days remaining in his sick leave account shall be placed in the sick leave bank up to the number of days owed. After those days are placed in the sick leave bank, the debt shall be considered repaid.

Said teacher must have contributed, or will contribute, three (3) sick leave days total to remain a member of the sick leave bank. When the days in the bank drop below 200 days, contributions at the rate of one (1) sick day per member per year will begin the next school year. Such contributions shall continue until the bank has amassed at least 300 sick days at the end of the school year. The members will

not have to contribute again until the sick bank has fewer than 200 days at the end of the school year.

As of June 30, 2002, data relative to the Sick Leave Bank will be maintained in the Central Office with utilization reports to the Union due on October 31 of each year, beginning with October 31, 2002.

A Sick Leave Bank Committee consisting of three (3) Union members appointed by PEPC and one (1) administrator appointed by the Superintendent will be established. The Sick Leave Bank Committee will review all applicants desiring to borrow personal illness days from the bank. The decision of the Sick Leave Bank Committee shall be final.

It is specifically agreed that illnesses or ailments due to prior existing conditions, which existed within a period of two (2) years prior to the teacher's enrollment in the bank, are specifically excluded and the Sick Leave Bank Committee shall not allow applicants to borrow personal illness days from the bank for a condition that existed within a period of two (2) years prior to the applicant's enrollment in the bank.

The administration shall provide each new teacher with a sick leave bank application not later than their first contract day of employment.

- J. Maternity Leave: Upon request, a teacher who is pregnant shall be granted a leave of absence to begin any time between the commencement of her pregnancy and one (1) year following the birth of her child. Said teacher shall notify the Superintendent, in writing, of her desire to take such leave and of the date of her return. Such written notice shall be submitted a least thirty (30) calendar days prior to the beginning of the leave, except in the case of an emergency. The teacher shall include with the written notice a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable.
1. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires. At the request of the teacher, the return date may be extended by a mutual agreement of the teacher and the Superintendent.
 2. This leave may be taken without jeopardy to reemployment, retirement and salary benefits, tenure and seniority rights. The teacher will be paid while on pregnancy leave only for a period covered by available sick leave.
 3. All or any portion of leave taken by a teacher prior to the birth because of temporary disability, determined by the attending physician to be caused by pregnancy, may be charged at the teacher's discretion to her available Sick Leave/Family Illness Leave days. Additionally, Sick Leave/Family Illness days may be taken for post-natal conditions, not to exceed thirty (30) working days, or until such time as the attending physician releases the teacher to return to work.

4. Sick Leave/Family Illness days may also be used to extend the pregnancy leave when the teacher and the administration mutually agree that the return date certified by the attending physician would disrupt the continuity of a semester or grading period.

K. Adoptive Leave: Adoptive Leave shall be granted upon request to any teacher employed on a regular contract, provided:

1. The Superintendent is notified, in writing, when the eligibility of the teacher as an adoptive parent has been established.
2. The Superintendent is notified, in writing, when a target date of the arrival has been established.
3. The date of the teacher's return must be agreed to by the Superintendent and the teacher prior to the leave being granted.
4. The maximum duration of the leave shall be for one (1) calendar year.
5. Up to five (5) days leave may be charged, at the teacher's discretion, to his/her accumulated Sick Leave/Family Illness leave days.

L. Requested Leave: The Board, upon written request of a teacher, may grant a leave of absence for up to one (1) year for any reason. The leave may be with or without compensation, and with or without insurance, at the discretion of the Board.

M. All Leave Provisions:

1. Teachers on a granted leave of absence of fifteen (15) working days or greater will be replaced by a teacher on temporary contract. Teachers on a temporary contract filling a leave of less than one (1) school year will not be eligible for insurance benefits.
2. The teacher on approved leave will be guaranteed a comparable teaching position upon return from leave.
3. The Board will continue the employer contribution to any insurance programs when the teacher is on a leave of less than one (1) semester.
4. Teachers on an unpaid leave of one (1) semester or more may continue in the insurance program by assuming responsibility for the direct payment of the full premium for the extent of the leave, and from the inception of the leave. This provision must be interpreted with respect to policies, rules, regulations, and/or procedures of the Porter County Employees Insurance Trust.

5. A teacher may choose to prepay the insurance premiums (e.g., through increased payroll deductions). The Corporation will not seek reimbursement of any premiums in the event of the teacher's death.

ARTICLE IX:
TEACHING CONDITIONS

A. Teacher Assignments: Teachers who will be continuing their employment in the District shall be notified by the end of the school year of changes in their assignment with respect to grades and/or subjects which they are to teach. Assignments may be subject to change with notice.

B. Vacancies and Transfers:

1. All vacancies in teaching positions and extra-curricular positions shall be posted for ten (10) working days. This timeline may be waived in emergency circumstances by mutual agreement between the PEPC President (or President's designee) and the Administration. The locations for posting positions shall be mutually-determined. The vacancy may be filled on a temporary basis during the posting period.

In addition to the above-referenced postings, the President of PEPC or his/her designee shall be notified of vacancies which become available during the summer months.

2. Teachers who wish to be kept informed of vacancies during the summer will be notified in the following manner:
 - a. Teachers on twenty-six (26) pays will receive notice on their electronic pay.
 - b. Teachers on twenty-one (21) pays, or those with direct deposit, may provide the Superintendent with self-addressed stamped envelopes that will be mailed on each payday if a vacancy exists.
 - c. Teachers who notify the central office of their summer e-mail address will also receive an e-mail listing any vacancy.
 - d. All vacancies are posted outside main elementary entrance and outside the superintendent's office.
3. All requests for transfer will be considered.
4. Transfers which cause a Reduction-in-Force (RIF) shall not be implemented.
5. The following criteria shall be considered sequentially in determining voluntary transfers, involuntary transfers, or assignment changes:
 - a. certification;

- b. qualifications specific to the posted vacancy (e.g., grade level, subject area experience, special training, displayed interest, individual desire, the principal's best judgment, etc.).
- c. If two (2) or more teachers are equal relative to the stipulations as determined in 5B, then seniority within the Corporation shall prevail.

C. Teacher-Initiated Transfer: The procedure for teacher-initiated transfer is as follows:

1. Teachers who desire a change of grade and/or subject matter assignment, or who desire a transfer to another building, shall file a written statement of desire to the Office of the Superintendent of Schools no later than March 15th.
2. The teacher may meet with the Superintendent for the purpose of discussing the transfer.
3. In writing, a teacher may request a written response indicating the reasons for denial of a transfer.

D. Extra-Curricular Vacancies:

1. The Board may create an extra-curricular position, but may not fund it with corporation dollars until salary for said position has successfully gone through the negotiations process. The parties mutually agree to negotiate a salary for such position upon request by the School Board.
2. Wages for all extra-curricular positions will either be paid in one lump sum or in equal increments spread out over each pay check for the entire school year. Those teachers choosing to have their wages divided over 26 pays will sign a waiver stating that if said position is not faithfully completed the teacher will repay all outstanding balances within two weeks. The employee in those positions will notify the superintendent's office on "organization day" at the beginning of the school year.
3. Extra Curricular vacancies, except those in paragraph three (3) below, will be filled by qualified certificated staff or by a qualified individual for an amount not to exceed the amount stated to the extra curricular salary schedule. All qualified, certificated MSD of Boone Township staff who apply for a posted position within the positing period shall be interviewed for the position.
4. The extra curricular positions of varsity athletic coaches and academic coaches shall be filled by qualified certificated staff. If no qualified certificated staff applies for these positions, then these positions can be filled by qualified classified staff or the public for an amount not to exceed the amount stated on the extra curricular salary schedule. Athletic coaching positions shall be filled in compliance with IHSAA Rules.

5. Department chair positions shall be filled only by current M.S.D. of Boone Township qualified certificated employees.
 6. Positions filled by other than qualified staff will be for one season or school year only unless the position is that of a varsity coach. A varsity coach's position will be posted to the faculty first when it becomes available.
- E. Instructional Supplies: Building principals will receive a building budget beginning in January of each school year. The Parties will agree, via the building discussion process, the amount to be allocated to the teachers from the 411 account for teacher supplies and materials.
- F. Teacher Workroom: Teachers will be provided with a workroom. If equipment for the workroom is to be purchased from the General Fund, said equipment will be agreed upon through the District Discussion Process.
- G. Telephones: Telephones will be provided with a minimum of one (1) each in the secondary and elementary schools, for private and confidential use by teachers for school related business. The phones may also be used for personal calls. It is the responsibility of the teacher, preferably, to use a personal phone/calling card, or to reimburse the District for the cost of personal long-distance calls.
- H. Teacher Evaluation: The teacher evaluation instrument and procedures will be mutually agreed to by PEPC and the Board, and is included in this Agreement.
- I. Anti-Discrimination Provision: The Board agrees that it will not discriminate against any employee on the basis of race, color, religion, age, sex, national origin or disability.

ARTICLE X:
REDUCTION IN FORCE
(RIF)

Reduction in Force: The Board agrees that, in the case of a need to reduce staff, teachers will be released according to the following provisions:

1. A reduction in teaching staff will be made in the order of reverse seniority and as noted below.
2. A teacher employed in a position to be reduced may replace a teacher with less seniority if the former has a valid license on file in the subject area taught by latter with less seniority.
3. Teachers who will no longer be employed due to a reduction in force shall be placed on a recall list, and shall receive preference for any future vacancy for

which they are licensed for a period of fifteen (15) months following the date of their reduction in force.

4. A teacher recalled within a fifteen (15) month period shall retain their position on the seniority list.

ARTICLE XI: RETIREMENT PLAN

A. Establishment of New Ongoing Retirement Plan

1. Each teacher shall have the option of investing in the plan up to the maximum allowed by federal law. The School Corporation shall make contributions in the following manner.
 - a. For teachers who are serving consecutive contract years one (1) through five (5), the corporation shall deposit an amount equivalent to one percent (1%) of that teacher's basic contract salary (not including extra-curricular pay) into a 401(a). Upon signing a sixth (6th) consecutive individual teacher contract, the corporation shall make contributions according to Section 3.b of this agreement. A teacher becomes vested upon completing his/her sixth (6th) consecutive year of teaching at M.S.D. of Boone Township.
 - b. For teachers who have signed their sixth (6th) consecutive individual teacher contract or more, contributions will be matched by Corporation up to one percent (1%) of that teacher's basic contract salary (not including extra-curricular pay). When the teacher has contributed the amount determined to be one percent (1%) to their 403(b) account, the School Corporation will contribute that amount to that teacher's 401(a) Plan account. The School Corporation's contribution will be made as soon as possible but not later than sixty (60) days after the date that the teacher's specified amount (one percent) has been contributed. The School Corporation will contribute a maximum of one (1%) per school year for any teacher contributing one percent (1%) or more.
 - c. Once a teacher is vested, M.S.D. of Boone Township contributions to the 401(a) become the property of the vested teacher. If the vested teacher dies while still employed at M.S.D. of Boone Township, the 401(a) contributions go to the beneficiaries or the estate.
 - d. RIFFED Teachers who are not VESTED in the 401 (a) plan established by the Corporation, shall have their Employer Portion Monies of the 401 (a) plan remain dormant during their layoff period. If a RIFFED teacher is re-hired in the 27 month interval that they remain on the recall list, their status as a member of the 401 (a) plan will remain intact. If a RIFFED teacher is not re-hired during the 27 month interval of the recall list, their employer

portion of the 401 (a) will be forfeited to the Corporation as per APPENDIX H "B-3"

2. The "Vendor" or its agent shall be the sole administrator of employer contributions to the 401(a) Plan.
3. School teachers will have the option of continuing to invest their dollars in tax-deferred annuities for which money is already being deducted from the teacher's salary, if any, or the tax-deferred annuity offered by the Vendor.
4. Once contributions are made, the teacher will be deemed 100% vested in the employer matching contribution amounts upon completion of their sixth consecutive year of teaching for the School Corporation. Consecutive years of service with M.S.D. of Boone Township prior to the effective date of this CBA count toward satisfaction of the six-year vesting period.

B. Participation in Health Insurance Plan Upon Retirement

A retiring teacher may continue, until eligible for Medicare, to participate in the group health/dental and/or vision insurance programs available to other teachers by paying the monthly premium(s) in advance to the corporation. The teacher must have been participating in these insurance plans at the time of their retirement. (In accordance with IC 20-6.1-5-14.)

C. Joint Responsibility

The Exclusive Representative warrants that this agreement has been ratified by a majority of its members and duly adopted by PEPC in accordance with its rules and regulations as a valid, enforceable and binding modification to the CBA. The Exclusive Representative shall not enter into any action against the Board arising from the Board's compliance or attempted compliance with this agreement. The Exclusive Representative and the Board agree to hold joint responsibility in defending the implementation of this retirement plan from any claim, demand, judgment, or other form of liability under state and federal law brought by teachers or others. The Parties shall share equally in the cost of any such defense.

D. Article X – New Ongoing Retirement Plan

ARTICLE XII: TEACHER REQUIREMENTS AND RIGHTS

- A. For all classes, including Specials (Art, Music, Physical Education), the Board agrees to employ only those teachers who hold a valid Indiana teaching certificate, or who are eligible for a one-year (1-year) limited license.

- B. Training and Experience: The Superintendent shall evaluate the training and experience (including military service) of all applicants for teaching positions. Experience shall be established by signed statements from previous employers. If a new salary classification is to be established, this must be done by the Friday preceding the new teacher's first paycheck.
- C. PEPC agrees that a professional teacher must have his/her license and/or other pertinent material on file in the office of the Superintendent, as is required by law.
- D. Teacher Retirement Fund: All beginning teachers and teachers teaching for the first time in Indiana are required by law to become members of the Indiana State Teachers' Retirement Fund.

E. Personnel Files

1. There shall be only one official personnel file. The personnel file for each employee will be maintained in the Office of the Superintendent. An unofficial copy of the file may be maintained in the respective principal's office.
2. Other personnel-related files and materials such as employment records (e.g., licenses, certification, experience verification, etc.), teacher provided health/medical records and Workers Compensation records shall be maintained separate from the official personnel file. These files may be maintained where and in a manner to be deemed appropriate by the Superintendent.
3. Teachers shall be permitted during office hours to inspect their personnel or other files upon request. A log of any person reviewing any particular file will be maintained.

A teacher may request and receive a copy of any materials in any of their files at no cost for the initial copy of said materials. The normal copy fee established by the Board will be assessed for any additional copies.

4. No material of a negative or derogatory nature to a teacher shall be placed in the files of a teacher unless the teacher has had an opportunity to read the material.
 - a. The teacher shall be given the opportunity to acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed.
 - b. Such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with it's contents.
 - c. Should the teacher refuse to sign this material, dated signatures of the union representative and the administrator shall be affixed to the document. It is understood that the signatures merely signify that the

teacher, in the presence of the union representative, was given the opportunity to read and sign the material before it was included in the teacher's personnel file. The signatures in no way indicate agreement with the content of the material.

- d. If the employee chooses to respond in writing, he/she shall do so within thirty (30) days, and his/her written response shall be attached to the material to which the teacher is responding. The teacher's response shall remain in the personnel file as long as the material to which it responds is in the file.
- e. At the teacher's request any material of a negative or derogatory nature shall be removed from the teacher's file after five (5) years provided that there is no evidence of a recurrence of the same type of problem within the five (5) years period.

6. Evaluation documents or documentation laudatory of the teacher's performance shall not be removed from the file without permission of the teacher.

ARTICLE XIII: COMPENSATION

- A. A teacher shall be given one (1) year's experience credit for any school year (one hundred and twenty [120] day minimum) that the teacher was a certificated employee in any public school in Indiana.
- B. Additional Training: Teachers with fifteen (15) graduate hours beyond the Bachelor's Degree shall receive no less than \$500.00 above their regular schedule. Teachers with ten (10) or more graduate hours beyond the Master's Degree shall receive no less than \$500.00 above the regular schedule; teachers with twenty (20) or more graduate hours beyond the Master's Degree shall receive no less than \$600.00 above the regular schedule; and teachers with thirty (30) or more graduate hours beyond the Master's Degree shall receive no less than \$800.00 above the regular schedule. Eligibility for this additional money above the Master's Degree shall be determined as follows:

All graduate education hours must be taken from an accredited college or university in the teacher's licensed area, and as approved by the Superintendent. Those hours of graduate education work required for the renewal of the teacher's certification shall not need the approval of the Superintendent. Continuing education work (CRUs) must also be approved by the Superintendent using the same criteria as for graduate education hours. Equating CRUs with credit hours will be done in accordance with provisions of the Indiana Professional Standards Board.

Verification of additional hours must be submitted no later than September 15.

Any teacher who has earned hours beyond a Bachelors Degree, and may qualify for a lane change, must have the hours that have been completed prior to September 15, 2002 evaluated and approved by the Superintendent before being placed in the new lane on the salary schedule. Criteria to be used with respect to evaluating the appropriateness of the lane change will include (a.) the necessity of the hours for maintenance of certification and (b.) the relevance of the coursework to the individual's teaching assignment.

C. Summer School and Other Compensation - Part I

1. Teachers of summer school, adult education, and remediation classes shall be issued a supplemental service contract.
2. Courses or programs for which a teacher is reimbursed at this rate shall include any course or program which the Indiana Department of Education has on its list of approved courses for reimbursement. PEPC and the school corporation will make a good faith effort to fulfill enrollment criteria that meet the reimbursement requirements of the Department of Education. If the criteria for reimbursement cannot be met, and the course is offered, teachers of such courses or programs shall be paid in accordance with Subsection (1.) of this Section. The school employer retains the right to determine whether any course or program will be offered.

D. Summer School and Other Compensation - Part II

Teachers of summer school classes other than those which the Indiana Department of Education has on its list of approved courses for reimbursement, or for which a license is not required will receive \$40.00 an hour.

- E. Salary Schedule: Each teacher's salary shall be determined in accordance with the Salary Schedules which are contained herein as Appendix A, and thereby incorporated into this Agreement.
- F. Extra-Curricular Salary Schedule: Each teacher's extra-curricular salary shall be determined in accordance with the schedules which are contained herein as Appendix B, and thereby incorporated into this Agreement.

Any extra-curricular position not filled by a member of the regular teaching staff may be filled by the Board with non-teaching personnel for an amount not to exceed the extra-curricular salary schedule. If an extra-curricular activity is not filled by a member of the regular teaching staff, the Board may elect not to fill the position at all.

- G. The Corporation will pay three percent (3%) of each teacher's contract amount to the Teacher Retirement Fund (TRF) as noted at the bottom of the adopted salary schedule.

- H. At the teacher's option, he/she will receive his/her contracted salary in twenty-one (21) or twenty-six (26) paychecks. Enrollment in and withdrawal from pay options is continuous. Said changes must be made by the individual teacher no later than the Friday preceding the first pay of the contract year, or when a teacher signs his/her individual teacher contract, whichever comes first.
- I. Pay Dates: During years when the twenty-six (26) pays do not occur in twenty-six (26) equal intervals, the extra week without pay shall fall during the month of August.
- J. Payroll Deductions:
1. Unless otherwise specified in this agreement, all payroll deductions shall be forwarded to the agency specified by each teacher who has requested such payroll deductions. This includes, but is not limited to direct payroll deposits, portions of payroll, Federation dues, and tax sheltered annuities (TSAs).
 - a. Deductions that can be made by electronic transfer shall be forwarded upon withholding specified amounts from each payroll.
 - b. In those instances where electronic transfer is not an option, deductions shall be forwarded immediately upon withholding from a teacher's paycheck.
 2. The process by which annuity providers are to become qualified, the window periods for teacher enrollment, and other provisions related to the process are contained in Appendix E: ANNUITIES, of this Agreement.
- K. Summer Paychecks: Summer checks and pay stubs, other than for summer school teachers, shall be mailed, at no cost to the teacher, to the address designated by the teacher.

ARTICLE XIV:
SUMMER SCHOOL POSITIONS

All teachers employed for summer school classes shall be licensed for the subject they are to teach.

All teachers employed for summer school classes shall be licensed for the subject they are to teach. Teachers of HS, MS, and Elementary summer classes shall be chosen from a rotation list from their respective building. Current HS Teachers will be placed on the HS list. Current MS teachers will be placed on the MS list. Current Elementary Teachers will be placed on the elementary list. Newly employed teachers will always be placed on the bottom of the current list. The lists will be based on seniority. Teachers who have taught the previous year or teachers, who voluntarily passed up the assignment, will have their names placed on the bottom of the rotating list. If all

available positions in any of the three buildings are not filled using the rotation list from that particular building, available teachers in the Corporation who are not already employed for the summer (and are qualified for the position), will be offered the position based on their place on the rotation list. Summer school pay will be \$40.00 per hour.

No later than May 1 of each year, the teachers who are at the top of the rotating lists shall be notified that potential summer employment exists.

As state funding allows, teachers of ENRICHMENT Summer Classes that do not meet during the regular summer school time period will NOT lose their place on the summer school rotations list. These classes are teacher or administrator designed and promoted.

Every effort will be made to finalize summer school hiring and assignments no later than May 1 of the school year.

ARTICLE XV: TERM AND GENERAL PROVISIONS

This Agreement shall be effective as of April 13, 2011 and shall continue in effect through June 30, 2014. During each year of the current contract (April 13, 2011 – June 30th, 2014) salary will be reopened for negotiation. Necessary language changes based upon federal regulations for 403 (B) accounts will continue through a joint teacher-administration committee and be mutually agreed to by PEPC and the Board, and made part of this agreement in Appendix E.

- A. Successor Agreement: Between January 1 and February 15 of the final year of this Agreement, the Parties agree to initiate negotiations and discussions for the purpose of entering into an agreement for the ensuing year(s).
1. The Board and the Professional Educators of Porter County agree that neither party shall have control over the selection of the negotiating representatives of the other party, and each party may select its representative from within or without the school district. It is recognized that no final agreement between the Parties may be executed without ratification by the Board and by the teachers, but the parties mutually pledge that representatives selected by each shall be empowered with all necessary authority to make proposals, consider proposals, and or compromise in the course of negotiations, subject only to such ultimate ratification.
 2. During the course of any negotiations, the Parties mutually pledge that such negotiations shall be conducted in good faith. If either party determines that the differences of position are so serious that further negotiations seem unlikely to produce a mutual agreement, either party may invoke the impasse machinery that is provided by Indiana Law.

- B. The Parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual agreement of the Parties, properly ratified, in a written Amendment hereto.
- C. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, or become illegal by enactment(s) of the legislature, said provision shall be automatically deleted from this Agreement only to the extent it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted provision. Substitute provisions shall be negotiated promptly and be subject to proper ratification.
- D. Copies of this Agreement shall be printed by the Superintendent, within an agreed time period, after the Agreement is signed. These copies shall be given to the Union for distribution.
- E. MSD of Boone Township will be a member of The Lakeshore Alliance for Student Success, Inc. (LASS)
- F. A teachers' evaluation instrument will be jointly developed between the administrators of MSD of Boone Township and PEPC which will be used to evaluate all certified staff of MSD of Boone Township. This process will conclude on or before June 1st, 2011.

This Agreement is so attested to by the parties whose officers and members' signatures appear below.

FOR M.S.D. OF BOONE TOWNSHIP FOR THE PROFESSIONAL EDUCATORS
OF PORTER COUNTY, AFT #4852

By [Signature] By _____
Superintendent, MSD Boone Township Negotiating Committee Member, PEPC

By [Signature] By [Signature]
MSD Boone Township Negotiating Committee Member, PEPC

By [Signature] By [Signature]
MSD Boone Township President, PEPC

By [Signature]
MSD Boone Township

By [Signature]
MSD Boone Township

By [Signature]
MSD Boone Township

This Agreement is made and entered into by and between the M.S.D. of Boone Township and the Professional Educators of Porter County, AFT Local 4852.

Dated this 13th day of April, 2011.

**APPENDIX A
M.S.D. OF BOONE TOWNSHIP
SALARY SCHEDULE
2011-2014**

			BS + 36	BS + 46	BS + 56	BS + 66
Years			or	or	or	or
Exp.	Bachelors	B S + 15	Masters	M S + 10	M S + 20	M S + 30
0	31,464	32,055	33,535	34,124	34,242	34,477
1	32,215	32,806	34,406	34,997	35,115	35,350
2	32,988	33,575	35,289	35,880	35,998	36,234
3	33,779	34,370	36,176	36,767	36,886	37,122
4	34,595	35,184	37,023	37,611	37,731	37,967
5	35,432	36,022	38,006	38,598	38,714	38,952
6	36,299	36,890	38,965	39,555	39,672	39,908
7	37,196	37,787	39,956	40,545	40,662	40,899
8	38,122	38,712	40,985	41,574	41,692	41,927
9	39,076	39,667	42,049	42,641	42,757	42,995
10	40,077	40,667	43,151	43,740	43,859	44,094
11	41,120	41,709	44,290	44,879	44,998	45,234
12	42,224	42,812	45,465	46,056	46,173	46,408
13	43,399	43,991	46,678	47,270	47,386	47,624
14	44,866	45,457	47,928	48,517	48,636	48,871
15	48,690	49,279	49,349	49,803	49,922	50,157
16	48,690	49,279	50,541	51,131	51,251	51,485
17	48,690	49,279	51,938	52,529	52,644	52,884
18	48,690	49,279	53,408	53,999	54,117	54,353
19	48,690	49,279	55,170	55,762	55,881	56,116
20	48,690	49,279	60,083	60,674	60,793	61,026

3% TRF will be paid in addition to the above

**APPENDIX B
EXTRA CURRICULAR SALARY SCHEDULE
2011-2014**

Position	11-14 Base
Boys Basketball	
Varsity	5,138
J.V.	3,213
C-Team	2,151
Eighth	1,835
Seventh	1,583
Sixth	823
Fifth	823
Fourth	380
Third	380

Girls Basketball	
Varsity	5,138
J.V.	3,213
C-Team	2,151
Eighth	1,835
Seventh	1,583
Sixth	823
Fifth	823
Fourth	380
Third	380

Volleyball	
Girls Varsity	3,158
Girls J.V.	1,626
C-Team	1,145
Boys Varsity	2,233
Boys J.V.	1,347
Girls 8	1,077
Girls 7	1,077

Cross Country	
High School	2,278
Assistant	1,140
Middle School	925
Assistant (Minimum 35)	303

Soccer	
Varsity Boys	2,209
Varsity Girls	2,209
JV Boys	644
JV Girls	644

Position	11-14 Base
Wrestling	
Varsity	1,025
Middle School	820
Baseball	
Varsity	3,203
J.V.	1,521
Middle School	1,045

Softball	
Varsity	3,203
J.V.	1,521

Track	
Boys Varsity	2,327
Boys Assistant	1,164
Girls Varsity	2,327
Girls Assistant	1,164
M.S. Boys	1,100
M.S. Girls	1,100
Maintenance	459

Misc.	
Pep Block	683
Pom Poms	1,483
HS Cheerleaders	1,078
MS Cheerleaders	764
Elem Cheerleaders	255
Band	2,405
Jazz Band	949
HS Choir	1,233
MS Choir	538
A.V. Director	633
HS Student Council	846
MS Student Council	846
MS Student Council	506
Yearbook	1,140
SR BPA	380
JR BPA	302

Prof. Stipends - Hourly	20.00
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Position	11-14 Base
Department Chairs	
Business	384
Science	384
Math	384
English	384
Social Studies	384
Health / P.E.	384

Academic Coaches	
Coordinator - HS	805
Coordinator - Elem.	311
Math	558
Social Studies	558
English	558
Science	558
Fine Arts	558
Interdisciplinary	558

Misc.	
Drama Club	1,900
MS Drama Club	1,011
National Honor Society	547
Jr. National Honor Society	191
Science Club	191
HS SADD	191
MS SADD	191
German Club	191
Spanish Club	191
HHEC	191
Jr. Class Prom Sponsor	696
Art Club	191
HS Spell Bowl	532
MS Spell Bowl	385
Elem Spell Bowl	310
Elem Art Club	189
Science Fair - Hourly	20.09
ES Science Fair - Hourly	20.09
Olympiad - Hourly	20.09
Drivers Ed. - Hourly	28.77

Elem Athletic Coord.	1,121
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3% TRF will be paid in addition to the above

APPENDIX C

Employee Contributed 403b Tax Sheltered Annuities

Under new IRS regulations governing tax shelter programs for public entities that will become effective January 1, 2009, MSD of Boone Township will take the following measures to insure compliance with regulations and to insure due diligence in maintaining investment outlets for those employees electing to participate in 403b offerings:

1. A consultant will review all vendor companies currently receiving 403b deposits from MSD of Boone Township in behalf of eligible employees. A Request for Proposal (RFP) will be sent to all current vendors and other qualified vendors to determine what programs will be used in the future.
2. Because of the new compliance regulations, which include limits testing and threshold monitoring, MSD of Boone Township will seek to outsource compliance responsibilities to a vendor or third party administrator to assure that record keeping and IRS regulations are correctly and fully administered.
3. MSD of Boone Township will offer 403b access to all eligible employees on a universal basis and assure that salary reductions elected by those employees are sent to the vendor of choice for investment. The corporation will also require the approved vendor(s) to provide "hold harmless" agreements to the corporation and to meet, at least on an annual basis, with the corporation and its designees to monitor and review the investment portfolio being offered to employees.
4. In accordance with the new regulations, MSD of Boone Township will create a Plan Document that outlines all provisions of the 403b process and required regulations, and names the "approved" vendor(s) to which all employee deposits will be sent following the selected date for the new contract arrangement. In the future, if multiple vendors are approved, the only transfers of funds that may occur will be between those named in the Plan Document.
5. Employees who currently have invested funds with vendors who do not end up as "approved" in the Plan Document will not be required to transfer their funds to the new vendor(s).
6. The corporation will continue to offer two enrollment opportunities each year. One during a two week period during the month of September and another in January. It is during this period that an eligible participant may begin a wage assignment to the approved vendor, or adjust the amount of deposit currently being made, or stop any current deposit. Wage assignment to a vendor may also be terminated at any time by notifying the corporation in writing.
7. It is during the enrollment opportunities outlined in point #6 that the selected vendor(s) will be on hand to assist with questions, changes and new implementations.

**APPENDIX D:
FAMILY MEDICAL LEAVE ACT**

- A. Leave Entitlement: An unpaid leave of absence for a period of up to twelve (12) weeks will be granted to an employee for the following purposes:
1. For the birth or the placement of a son or daughter with the employee for adoption or foster care. Such leave must be taken within the twelve (12) months following the date of the birth, adoption, or placement.
 2. For a serious health condition of the employee which makes him or her unable to perform the duties or his or her job.
 3. To care for the employee's spouse, son, daughter, or parent who has a serious health condition.
 - a. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or involves continuing treatment by a health care provider.
 4. An employee must have worked for the school corporation for at least twelve (12) months before the leave begins.
 5. The corporation may require medical certification in accordance with the FMLA with respect to the various reasons for the leave, the current medical status, or for ability to return from leave.
 6. A teacher must give thirty (30) days notice of intent to take a leave under this provision when the leave is foreseeable.
 7. When the leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, it is expected that the employee will make a reasonable effort to schedule treatment so as not to unduly disrupt the educational process.
 8. Spouses employed by the school corporation are jointly entitled to a combined total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:
 - a. For the birth or placement of a child for adoption or foster care.
 - b. To care for an immediate family member with a serious health condition.
 - c. To take medical leave when the employee is unable to work because of a serious health condition.

Provided, however, that this section shall not prevent the spouse of a teacher who has already taken the twelve (12) week allotment from using unpaid leave for these purposes. If one of the dual employed spouses remains in active employment during this period, the insurance premium benefits shall continue.

- B. Intermittent Leave and Reduced Schedule Leave. Up to twelve (12) weeks of leave in a year may be taken on an intermittent or reduced schedule for the following reasons: 1) For a serious health condition of the employee which makes him or her unable to perform the duties of his or her job. 2) To care for the employee's spouse, son, daughter, or parent who has a serious health condition.
1. Intermittent Leave is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time.
 2. A reduced schedule leave is a leave schedule that reduces an employee's usual number of working hours per work week or hours per work day.
 3. The Corporation may limit leave increments to the shortest period of time that the employer's payroll system uses to account for absences or use of leave.
 4. In the case of intermittent leave that is foreseeable, where the employee would be on leave for greater than twenty (20) percent of the total number of working days in the period during which the leave would extend, the Corporation may require that such employee elect either of the following:
 - a. To take the leave for periods of a particular duration, not to exceed the duration of the planned medical treatment and recovery; or
 - b. To transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.
- C. Benefits of FMLA Leave.
1. An eligible employee on FMLA Leave shall maintain health insurance benefits on the same basis as if the employee was an active employee for the period of the leave up to twelve (12) weeks.
 2. An eligible employee granted leave shall not lose any benefits accrued prior to the date of the leave.

3. Employees shall have the option of integrating accrued paid leave during the terms of the FMLA Leave.

D. Return from FMLA Leave.

1. A teacher who fails to return to work at the end of a leave period shall be required to pay all premiums paid by the Corporation for the teacher during the duration of the FMLA leave unless the teacher does not return to work due to:
 - a. the continuation, recurrence or onset of a serious health condition, or
 - b. other circumstances beyond the control of the employee.
2. If the teacher's leave commences more than five (5) weeks before the end of the academic term (semester), the Corporation may require the teacher to continue on leave until the end of the term if the leave is at least three (3) weeks in duration and the teacher's return would occur during the three (3) weeks prior to the end of the term.
3. If the teacher's leave commences more than five (5) weeks before the end of the term, the Corporation may require the teacher to continue taking leave until the end of the term if the leave is for more than two (2) weeks in duration and the teacher's return would occur during the two (2) week period before the end of the school term.
4. If the teacher's leave begins in less than three (3) weeks before the end of the term, the Corporation may require the teacher to continue on leave to the end of the term if the duration of the leave is more than five (5) working days.
5. After the teacher's return from FMLA leave, the teacher shall be reinstated to the same or equivalent position the employee held before the leave.

APPENDIX E TEACHER EVALUATION PROCEDURES

THE EVALUATION INSTRUMENT TOOL USED BY ADMINISTRATORS TO EVALUATE TEACHER PERFORMANCE WILL BE APPROVED BY PEPC AND THE MSD OF BOONE TOWNSHIP BOARD OF SCHOOL TRUSTEES.

Evaluation Procedure

A. Non-Permanent and Semi-Permanent Teachers (1-2 Years)

1. Two prearranged narrative observations by the principal and or asst. principal (one per semester). Dates and times of observations will be listed on a separate form and signed by the teacher and principal.
2. Two formal summary checklists (one per semester)
3. 1st year teacher no Personal Improvement Plan
4. 2nd year teacher – Personal Improvement Plan (given on the first day of school and turned in by October 1)
5. Personal Improvement Plan completed by May 1 and discussed with administrator
6. During orientation, evaluative procedures will be discussed

Non-permanent teachers shall be given assistance throughout the year to improve their teaching skills. The assistance shall come from the building principal and teacher mentor who will assist the non-permanent teacher to develop improvement objectives, if necessary, within a specified time.

B. Semi-Permanent Teacher (3-5 Years)

1. Two prearranged narrative observations by the principal and/or asst. principal (one per semester). Dates and times of observations will be listed on a separate form and signed by the teacher and principal.
2. One formal summary checklist
3. Personal Improvement Plan (given on the first day of school and turned in by October 1)
4. Either a principal, asst. principal or a teacher may request a meeting prior to October 15th to discuss Personal Improvement Plan
5. Personal Improvement Plan completed by May 1, and discussed with principal or asst. principal.
6. During orientation, evaluative procedures will be discussed

C. No written observations for any teacher shall be done the week prior to winter vacation or spring vacation.

D. Permanent Teachers (6 Years)

1. Formal summary checklist by the principal every 4th year
2. Personal Improvement Plan (given on the first day of school and turned in by October 1)

3. Either a principal, asst. principal or a teacher may request a meeting prior to October 15th to discuss Personal Improvement Plan.
4. Personal Improvement Plan completed by May 1 and discussed with principal or asst. principal
5. Summative appraisal or narrative may also be done at the discretion of the principal or by a teacher's request
6. During orientation, evaluative procedures will be discussed

Each unsatisfactory mark listed on the evaluation instrument will be supported by an explanation and a plan for improvement developed jointly by the principal and teacher to be completed within a reasonable timeline.

**MSD of Boone Township
Teacher Evaluation Form**

Teacher: _____ Date: _____

Teaching Assignment: _____

Skill Levels:

- 1. Unsatisfactory
- 2. Basic
- 3. Proficient
- 4. Exemplary

I. Classroom Planning - Lesson Plan / Organization / Assessment Tools

Evidence of daily and long-range lesson plan including the use of Common Core Standards to guide planning.	1	2	3	4
A. Appropriate instructional material utilized	1	2	3	4
C. Evidence of collaboration with other educators in lesson development and adaptation	1	2	3	4
D. Prerequisite skills necessary to develop goals and objectives are identified	1	2	3	4
E. Congruence with instructional goals and Standards	1	2	3	4
F. Differentiation and use of assessment in planning	1	2	3	4
G. Assessment of students' performance	1	2	3	4

II. Instructional Techniques - Instruction is planned, organized, and communicated

A. Questioning techniques	1	2	3	4
B. Discussion techniques and participation	1	2	3	4
C. Directions and procedures	1	2	3	4
D. Oral and written language	1	2	3	4
E. Instructional materials, resources and technology	1	2	3	4
F. Structure and pacing	1	2	3	4
G. Modification of instructional delivery	1	2	3	4
H. Timely, accurate, constructive and specific feedback	1	2	3	4

**MSD of Boone Township
Teacher Evaluation Form**

III. Classroom Environment - Classroom Climate

A. Importance of the content	1	2	3	4
B. Expectations for learning and achievement	1	2	3	4
C. Response to students	1	2	3	4
D. Interaction with students	1	2	3	4

IV. Classroom Environment - Management of Time

A. Management of instructional groups	1	2	3	4
B. Management of transitions	1	2	3	4
C. Management of materials and supplies	1	2	3	4
D. Performance of non-instructional duties	1	2	3	4

V. Classroom Environment - Student Behavior

A. Expectations	1	2	3	4
B. Monitoring and responding to student behavior	1	2	3	4

VI. Instructional Quality - Professional Development

A. Professional Growth Plan	1	2	3	4
B. Professional growth in the use of technology	1	2	3	4

VII. Instructional Quality - Parental Development

A. Information about the instructional program	1	2	3	4
B. Information about individual students	1	2	3	4
C. Communicating student progress and expectations	1	2	3	4

M.S.D. OF BOONE TOWNSHIP

CLASSROOM PLANNING - LESSON PLAN/ORGANIZATION/ASSESSMENT TOOLS - PG. 1

Instruction is planned, organized, and communicated.

Level of Performance

	Indicator	Level One – Unsatisfactory	Level Two – Basic	Level Three – Proficient	Level Four - Exemplary
A	Evidence of daily and long-range lesson plan including the use of Common Core Standards to guide planning	No daily and long-range plan evident with little or no continuity and few or no Standards are addressed.	Basic daily and long-range planning is evident, but sequencing is lacking with minimal use of Standards.	Daily and long-range planning and sequencing are evident. Plan is developed with goals, objectives and Standards are addressed.	Daily and long-range planning and sequencing is evident and collegial collaboration is commonplace. Plan is developed using data to formulate goals, objectives, strategies and Standards are addressed daily.
B	Appropriate instructional material utilized	Instructional materials are not utilized.	Some instructional materials are appropriate and utilized, but organization is lacking.	Most instructional materials are appropriate, organized and utilized.	All instructional materials are appropriate, organized, accessible and utilized.
C	Evidence of collaboration with other educators in lesson development and adaptation	No evidence of consultation with other educators to discuss lesson plan development and adaptation.	Evidence of occasional consultation with other educators in lesson development and adaptation.	A schedule is used to consult with other educators on a monthly basis in lesson development and adaptation.	A schedule is used to consult with other educators on a weekly basis in lesson development and adaptation.
D	Prerequisite skills necessary to develop goals and objectives are identified	Students' present level of performance is unknown.	Students' progress and needs are not consistently assessed.	Informal assessment is used to determine needs and progress.	Educator incorporates a variety of informal/formative assessments continuously checking for understanding at key moments before going on and gets the "pulse" of the class understanding

Sources of data: Lesson plan, instructional materials, professional portfolio, observation, assessment instrument(s)

M.S.D. OF BOONE TOWNSHIP

Instruction is planned, organized, and communicated.

Level of Performance

I.	Indicator	Level One – Unsatisfactory	Level Two – Basic	Level Three – Proficient	Level Four - Exemplary
E	Congruence with instructional goals and Standards	Content and methods of assessment lack congruence with instructional goals and Standards. Assessment contains no clear criteria or Standards.	Some of the instructional goals and Standards are assessed, but many are not. Assessment criteria and Standards have been communicated to students, but not clearly.	Most instructional goals are assessed and the approach is suitable to most goals and Standards. Assessment criteria and Standards have been clearly communicated to students.	All assessment is completely congruent with the instructional goals and Standards, both in content and process. Assessment criteria and Standards have been clearly communicated to students.
F	Differentiation and use of assessment in planning	Lesson plan is the same for all students, not based on individual or group assessment.	The lesson plan is centered around the middle 50% with some assessment driving the instruction.	Different needs are identified using individual and group assessment, and lesson plan is adjusted accordingly.	The educator constantly monitors students' progress and adjusts/differentiates lesson plan accordingly.
G	Assessment of students' performance	Educator evaluates students using objective tests only.	Educator evaluates some students' performances using subjective criteria. Educator saves some student work for cumulative folders and parent conferences, and prints some electronically produced student work.	Educator uses a range of assessments to evaluate students; projects, performances, and use of technology. Educator creates assessment tools like checklists, rubrics, and benchmarks.	Educator continuously tries new approaches suggested by research or observation to discover the most effective means of using projects, performances, and technology to help assess students' learning. The educator works with a team of fellow educators to create, modify and improve work in this area.

Sources of data: Lesson plan, instructional materials, professional portfolio, observation, assessment instrument(s)

M.S.D. OF BOONE TOWNSHIP

Level of Performance

II.	Indicator	Level One – Unsatisfactory	Level Two – Basic	Level Three – Proficient	Level Four - Exemplary
A	Questioning techniques	Questions lack variety and are virtually all at lower levels of *cognitive thinking. A rote response is expected.	Questions lack variety. Although at different levels of cognitive thinking, only some invite a response.	Questions have variety, which require different levels of cognitive thinking. Adequate time is available for students' response. Distribution of questions is evident.	Educator consistently employs a wide variety of questions at different levels of cognitive thinking with adequate time for students' response. Students are led into higher order questions.
B	Discussion techniques and participation	Interaction between educator and students is predominantly recitation style, with educator mediating all questions and answers.	Some attempt is made to engage students in a true discussion, but with uneven results.	Most classroom interaction is successful. Most students are engaged in discussion.	Classroom interaction is successful. All students are engaged in discussion using a variety of instructional methods.
C	Directions and procedures	Directions and procedures are confusing to students.	Directions and procedures are clarified after initial student confusion or are excessively detailed.	Directions and procedures are clear to students and contain an appropriate level of detail.	Routines, transitions, and procedures are well executed. Educators can anticipate possible student misunderstandings.
D	Oral and written language	Spoken language is inaudible, or written language is illegible. Spoken or written language contains many grammar and syntax errors. Vocabulary is inappropriate.	Spoken language is audible, and written language is legible. Both are used correctly, but vocabulary is basic.	Spoken and written language is clear and correct. Vocabulary is appropriate.	Spoken and written language is correct and expressive with well-chosen vocabulary that enriches the lesson.

Sources of data: observation, review of daily lesson plans, professional portfolio

*Cognitive thinking based on Bloom's Taxonomy: Knowledge (remembering of previously learned material), Comprehension (ability to grasp the meaning of material), Application (ability to use learned material in new and concrete situations), Analysis (ability to break down material into its component parts so that its organizational structure may be understood), Syntheses (ability to put parts together to form a new whole), Evaluation (ability to judge the value of material).

M.S.D. OF BOONE TOWNSHIP

INSTRUCTIONAL TECHNIQUES – PG. 2

Instruction is planned, organized, and communicated.

Level of Performance

	Level One – Unsatisfactory	Level Two – Basic	Level Three – Proficient	Level Four - Exemplary
II.				
E	Instructional materials, resources and technology are unsuitable to the instructional goals, do not engage students mentally, or materials are unprepared.	Instructional materials, resources and technology are partially suitable to the instructional goals. Students' level of mental engagement is moderate. Materials are somewhat prepared.	Instructional materials, resources and technology are suitable to the instructional goals and mostly engage students mentally. Materials are prepared in advance.	Instructional materials, resources and technology are suitable to the instructional goals and completely engage students mentally. Materials are prepared and differentiated for students' needs.
F	The lesson has no clearly defined structure, or the pacing of the lesson is not appropriate – too slow or too rushed.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inappropriate for most students.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is appropriate for most students.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate for all students. Pacing of the lesson is appropriate for all students.
G	Educator has one or two effective methods of delivering content or teaching skills to the students.	Educator has tried varying the instructional delivery method some of the time using small groups, but primarily uses educator-directed, whole group instruction.	Educator uses a variety of instructional delivery methods and student grouping strategies.	Utilizing current research/data and/or observation, the educator creates individualized learning plans and tracks the accomplishment of learning goals. Educator uses data analysis of students' progress to drive learning plans.
H	Timely, accurate, constructive and specific feedback	Feedback is inconsistent in quality and/or timeliness.	Feedback is consistent in quality and timeliness.	Feedback is consistent in quality and timeliness and enables students to make prompt use of it in their learning.

M.S.D. OF BOONE TOWNSHIP

CLASSROOM ENVIRONMENT – CLASSROOM CLIMATE The classroom exhibits a positive climate for learning.

Level of Performance

III.	Indicator	Level One – Unsatisfactory Educator conveys a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	Level Two – Basic Educator communicates importance of the content, but fails to demonstrate relevance to the students' lives.	Level Three – Proficient Educator communicates importance of content and demonstrates relevance to the students' lives.	Level Four – Exemplary Educator enthusiastically communicates and demonstrates importance and relevance of content.
A	Importance of the content	Instructional goals and activities, interactions and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions and the classroom environment convey high expectations for student achievement some of the time.	Instructional goals and activities, interactions and the classroom environment convey high expectations for student achievement.	Educator establishes and maintains thorough planning of learning activities, interactions and the classroom environment. High expectations and academic rigor are provided.
B	Expectations for learning and achievement	Students' relevant questions or interests are ignored or brushed aside.	Brief attempts are made to accommodate students' questions or interests. The effects on the coherence of the lesson are uneven.	Accommodations are made for students' questions or interests.	Accommodations are thoroughly made for students' questions or interests. Educator seizes learning opportunities as they present themselves.
C	Response to students	Interaction with some students is negative, demeaning, sarcastic, or inappropriate.	Interactions are generally appropriate but may reflect occasional inconsistencies – favoritism.	Interactions are conducive to a positive classroom environment.	Interactions are conducive to a positive classroom environment and extend beyond the classroom setting.
D	Interaction with students				

Sources of data: observation, educator review

M.S.D. OF BOONE TOWNSHIP

CLASSROOM ENVIRONMENT -- MANAGEMENT OF TIME

Classroom procedures are utilized that promote efficient use of time.

Level of Performance

IV.	Indicator	Level One -- Unsatisfactory	Level Two -- Basic	Level Three -- Proficient	Level Four - Exemplary
A	Management of instructional groups	Students are not working with the educator and are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off-task behavior when educator is involved with one group.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Groups working independently are productively engaged at all times.
B	Management of transitions	Much time is lost during transitions.	Transitions are sporadically efficient resulting in loss of instructional time.	Transitions occur smoothly with minimal loss of instructional time.	Transitions occur smoothly with evidence that routines have been established.
C	Management of materials and supplies.	Materials are handled inefficiently, resulting in loss of instructional time.	Procedures for handling materials and supplies are established but not always followed.	Procedures for handling materials and supplies are firmly established and executed smoothly with minimal loss of instructional time.	Procedures for handling materials and supplies are firmly established and executed smoothly with no loss of instructional time.
D	Performance of non-instructional duties	Considerable instructional time is lost in performing non-instructional duties.	Systems for performing non-instructional duties are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing non-instructional duties are well established to promote on task time.

Sources of data: observation, educator review

M.S.D. OF BOONE TOWNSHIP

CLASSROOM ENVIRONMENT – STUDENT BEHAVIOR

Behavioral expectations are outlined and all behaviors are monitored.

Level of Performance

V.	Indicator	Level One – Unsatisfactory	Level Two – Basic	Level Three – Proficient	Level Four – Exemplary
A	Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations. Most students seem to understand them.	Standards of conduct are clear to all students. The educator models appropriate behavior.	Standards of conduct are clear to all students and appear to have been developed with student participation. The educator models exemplary behavior.
B	Monitoring and responding to student behavior	Student behavior is not monitored and/or responded to effectively.	Student behavior is monitored and responded to, but educator's response is inconsistent.	There is an awareness of student behavior at all times and the response to behavior is appropriate and successful.	Monitoring of behavior is proactive. The response to behavior is highly effective and sensitive to the students' individual needs.

Sources of data: observation and disciplinary referral forms, educator interview

M.S.D. OF BOONE TOWNSHIP

INSTRUCTIONAL QUALITY – PROFESSIONAL DEVELOPMENT
Instruction reflects involvement in staff development activities.

Level of Performance

VI.	Indicator	Level One – Unsatisfactory	Level Two – Basic	Level Three – Proficient	Level Four - Exemplary
A	Professional Growth Plan	Educator does not have a professional growth plan.	Educator has a professional growth plan that has no goals aligned with the school's improvement plan. Professional development activities are minimal.	Educator has an approved professional growth plan which includes goals aligned to the school's improvement plan. Educator engages in professional development activities. Instruction demonstrates knowledge obtained from professional growth activities.	Educator has an approved professional growth plan which includes goals aligned to the school's improvement plan and is showing marked progress toward achieving his/her goals. Educator is engaged in continuous growth in goal areas and instruction reflects knowledge obtained from professional growth activities.
B	Professional growth in the use of technology	Educator does not pursue professional development in the use of technology.	Educator participates in professional development training based on technology assessment.	Educator participates in professional development training based on technology assessment and, when appropriate, uses skills acquired in the delivery of the curriculum.	When appropriate, educator uses all available technology in the delivery of the curriculum. Educator organizes professional growth opportunities for other educators and feels comfortable teaching other staff members about the use of technology.

Sources of data: Interview with educator, observation, documentation of participation in staff development activities, professional portfolio, Professional Growth Plan

M.S.D. OF BOONE TOWNSHIP

INSTRUCTIONAL QUALITY – PARENTAL DEVELOPMENT

There is evidence of communication with parents/guardians.

Level of Performance

VII.	Indicator	Level One – Unsatisfactory	Level Two – Basic	Level Three – Proficient	Level Four - Exemplary
A	Information about the instructional program	Little information about the instructional program is provided to parents/guardians.	Sporadic information is provided to parents/guardians, but offers little additional information.	Information is provided to parents/guardians, as appropriate, about the instructional program.	Frequent information is provided to parent/guardians, as appropriate, about the instructional program. Course and behavior expectations and assessment processes are provided in advance.
B	Information about individual students	Minimal information is provided to parents/guardians and there is no response or response is insensitive to parents/guardians' concerns about students.	Follows required procedures for communicating to parents/guardians. Responses to parents/guardians' concerns are minimal.	There is communication with the parents/guardians about student's progress on a regular basis and is available as needed to respond to parents/guardians' concerns.	Information is provided to parents/guardians frequently on both positive and negative aspects of student progress. Responses to parents/guardians' concerns are handled with sensitivity.
C	Communicating student progress and expectations	Educator fails to post grades within a week of the due date.	Educator posts grades in a timely fashion using student management system.	Educator corresponds with parents in a timely fashion using student management system and provides information on upcoming assignments using various forms of technology. Educator is available to address concerns in a timely and positive manner outside of the required outreach events.	Educator corresponds with parents in a timely fashion using student management system and provides information on upcoming assignments using various forms of technology. Educator is available to address concerns in a timely and positive manner outside of the required outreach events.

Sources of data: evidence of contact with parents/guardians, observation

**APPENDIX F
GRIEVANCE PROCEDURE FORM**

GRIEVANCE TRACKING	
Grievance # _____ Grievant _____	
Union Representative _____	
Union Representative Investigates alleged grievance with Grievant	_____
Complete the <u>Grievance Form - Basic Information</u>	Date
Determine follow through based on merit of grievance.	
Informal discussion with Administrator (ARTICLE V, C)	_____
	Date
Level I Grievance - Administrator (ARTICLE V, E)	
Date filed	_____
Date/Time of hearing	_____
	<small>(Must be within 5 school days of filing)</small>
Date of written disposition	_____
	<small>(Must be within 5 school days of filing)</small>
Level II Grievance - Superintendent (ARTICLE V, F)	
Date filed	_____
Date/Time of hearing	_____
	<small>(Must be within 5 school days of filing)</small>
Date of written disposition	_____
	<small>(Must be within 5 school days of filing)</small>
Level III Grievance - School Board (ARTICLE V, G)	
Date filed	_____
Date/Time of hearing	_____
	<small>(Must be within 16 school days of filing)</small>
Date of written disposition	_____
	<small>(Must be within 6 school days of filing)</small>

**APPENDIX F
GRIEVANCE PROCEDURE FORM**

Grievance Form - Basic Information

Professional Educators of Porter County
AFT Local #4853

A. _____
Grievance # (i.e. 1998-1, 1998-2, etc.)

B. _____
Grievant's Name

C. _____
Date(s) cause of grievance occurred

D. Statement of Grievance:

Use reverse side if necessary

E. Policy, approved rules, regulations, or article of agreement of which there has been a violation, misinterpretation, misapplication.

F. Relief sought (remedy):

Signature of Grievant

Signature of PEPC Representative

Date

Date

APPENDIX F
GRIEVANCE PROCEDURE FORM
Informal Level Grievance Report
 (to be completed by PEPC)

A. _____
 Date/Time of informal meeting

B. Persons attending Informal meeting

C. Results of meeting:

 Signature of Grievant

 Signature of PEPC Representative

 Date

 Date

_____ Grievance resolved, or

_____ Grievance to proceed to Formal Level I

**APPENDIX F
GRIEVANCE PROCEDURE FORM**

Formal Grievance - Level I

This form is to be submitted along with the
Grievance Form - Basic Information
(To be completed by administrator if other than the superintendent)

A. _____ Date/Time written formal grievance filed

B. _____ Date/Time of formal meeting

C. Persons attending formal meeting: _____

D. Disposition of grievance by said administrator:

_____ Date of Written Disposition

_____ Signature of Grievant _____ Date

_____ Signature of said administrator _____ Date

_____ Signature of PEPC Representative _____ Date

If grievance is resolved at this level, attach the GRIEVANCE RESOLUTION AGREEMENT.

**APPENDIX F
GRIEVANCE PROCEDURE FORM**

Formal Grievance - Level II

This form is to be submitted along with the
Grievance Form - Basic Information
(To be completed by Superintendent)

<p>A. _____ Date/Time written formal grievance filed</p>	<p>B. _____ Date/Time of formal meeting</p>	
<p>C. Persons attending formal meeting:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p>	
<p>D. Disposition of grievance by Superintendent</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		
<p>_____</p> <p>Date of Written Disposition</p>	<p>_____</p> <p>Signature of Grievant</p>	<p>_____</p> <p>Date</p>
<p>_____</p> <p>Signature of Superintendent</p>	<p>_____</p> <p>Signature of PEPC Representative</p>	<p>_____</p> <p>Date</p>

If grievance is resolved at this level, attach the GRIEVANCE RESOLUTION AGREEMENT.

**APPENDIX F
GRIEVANCE PROCEDURE FORM**

Formal Grievance - Level III

This form is to be submitted along with the
Grievance Form - Basic Information

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

A. _____
Date/Time written formal grievance filed

B. _____
Date/Time of formal meeting

C. Persons attending formal meeting: _____

D. Disposition of grievance by School Board:

Date of Written Disposition

Signature of Grievant Date

Signature of School Board President
or Representative Date

Signature of PEPC Representative Date

If grievance is resolved at this level, attach the GRIEVANCE RESOLUTION AGREEMENT.

**APPENDIX F
GRIEVANCE PROCEDURE FORM**

Grievance Resolution Agreement

Grievance # _____ Grievant _____

Date of Level I Filing _____ Subject of Grievance _____

It is agreed by the parties that Grievance # _____ shall be resolved in the following manner:

For the Corporation

For PEPC

Date

Date

APPENDIX G:
BUYOUT AGREEMENT OF ARTICLE X (prior to July 1, 2004)

This Contract entered into this 8th day of June, 2004, by and between the Board of School Trustees of the M.S.D. of Boone Township, hereinafter called the "School Employer" or "School Corporation", and the Professional Educators of Porter County / AFT 4852, hereinafter called the "Exclusive Representative," "PEPC," or the "Union".

Whereas, the School Employer and the Exclusive Representative agreed to a new collective bargaining agreement (hereinafter the "CBA") on the 12th day of October, 2004 with the understanding that they would consider the substitution of benefits (hereinafter the "Annuity Benefit") in lieu of the retirement benefits described in Article X.A and B, of the CBA, and

Whereas, the parties have reached an agreement with respect to said substitution.

NOW THEREFORE, the School Employer and the Exclusive Representative hereby agree that Article X "Retirement and Severance" in the CBA is of no further force or effect and shall not apply to any teacher retiring or severing employment with the School Corporation on or after July 1, 2004. However, those teachers who retired employment from the Corporation before July 1, 2004 shall be eligible to receive the retirement benefits under the Retirement and Severance Pay as described in Article X of the status quo contract dated July 2002 - June 2003.

A. Elimination of benefits under Article X of the CBA.

In lieu of (but in no event in addition to) the benefits described in the CBA under Article IX A., upon retirement/severance from M.S.D. of Boone Township the teacher must meet both of the following requirements in order to be entitled to the Retirement Annuity Benefit:

1. In the fiscal year (July 1 through June 30) of the teacher's retirement, the retiring teacher must be at least fifty-five (55) years of age.
2. Immediately prior to retirement, the teacher must have completed not less than ten (10) years of service to the M.S.D. of Boone Township.

B. Buy-Out Contributions

401(a) Plan

The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan"). Once the total sum of the amount calculated by Educational Services Company (ESC) as the present value for Retirement and Severance Pay less FICA amounts (the "Buy-Out Amount") has

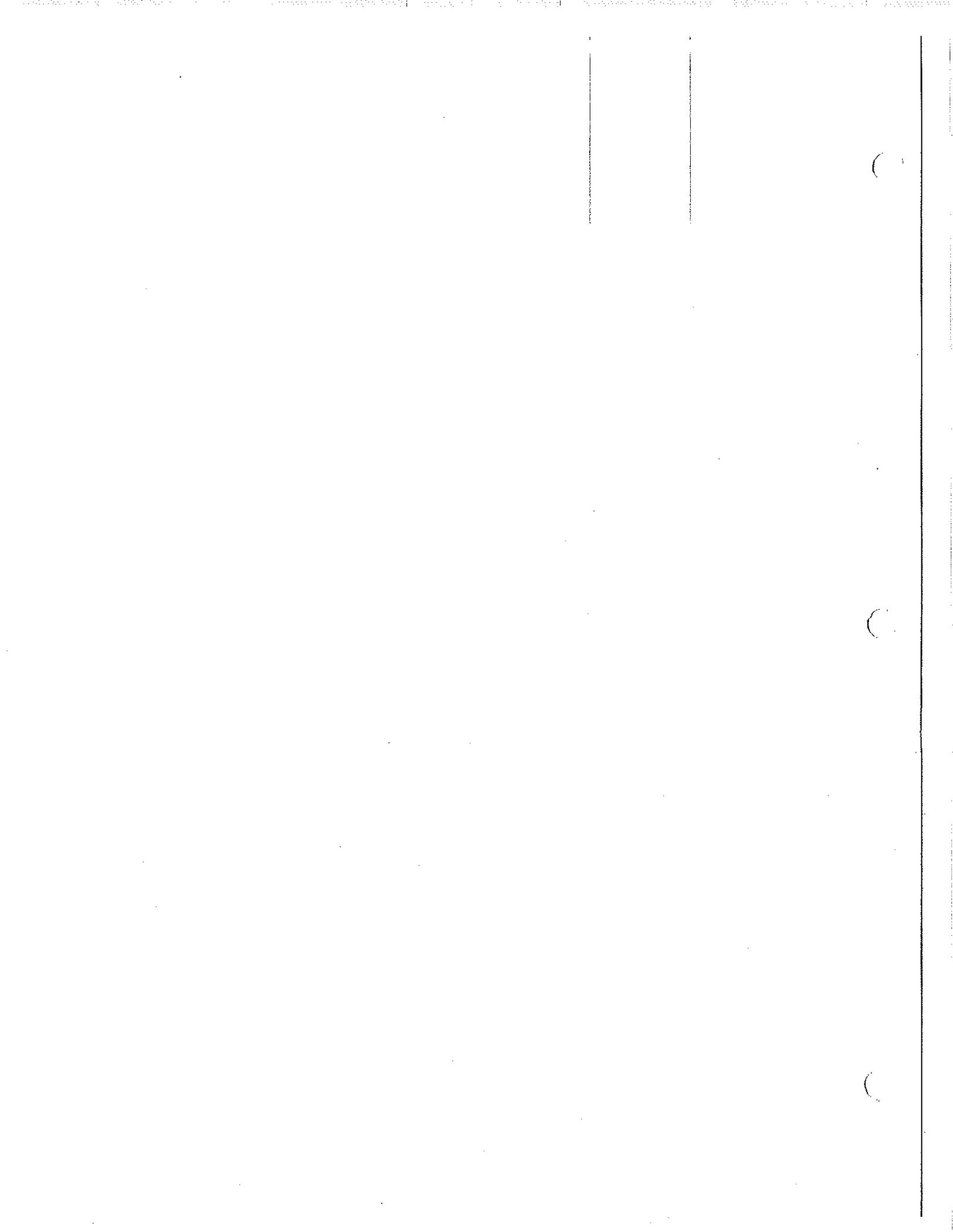
been determined, 100% of that amount shall then be contributed by the School Corporation to the 401(a) Plan. The School Corporation and Union shall select the single investment vendor for the 401(a) Plan, except that the following shall apply:

1. Account. Each teacher will have an account established for receipt of the initial annuity amount for the Retirement and Severance amount. Contributions to the 401(a) Plan will be deposited in due course into each teacher's account, and each teacher may direct how his or her account shall be invested among the available investment options.
2. Vesting. Until such time that a teacher has satisfied the eligibility requirements, the teacher shall have no right to or access to the assets held for his or her benefit in the 401(a) Plan accounts.
3. Distributions. Following retirement/severance and the satisfaction of the requirements, a retired teacher may elect to take distributions from his or her 401(a) Plan account. Following retirement/severance and the satisfaction of the requirements, a teacher shall be responsible for managing this account in accordance with section 401(a) of the Code. If a teacher shall die after having satisfied the vesting requirements, the deceased teacher's 401(a) Plan account(s) shall be distributed to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from their 401(a) Plan account(s).
4. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. However, to the extent allowed by applicable law, the School Corporation shall be reimbursed for its reasonable expenses incurred in the administration of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the 401(a) Plan assets held either in the separate accounts of the teachers or otherwise under the 401(a) Plan in a reasonable manner as determined by the School Corporations.
5. Additional Plans. The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan.

CERTIFIED SALARY HISTORY

	<u>School Year</u>	<u>BA/0 Salary</u>	<u>% Increase</u>
date paid			
8/28/2009	2009 - 2010	\$31,152.00	1.5
	2010 - 2011	\$31,464.00	1
	2011 - 2012	\$31,464.00	0
	2012 - 2013	\$31,464.00	0
	2013 - 2014	\$31,464.00	0

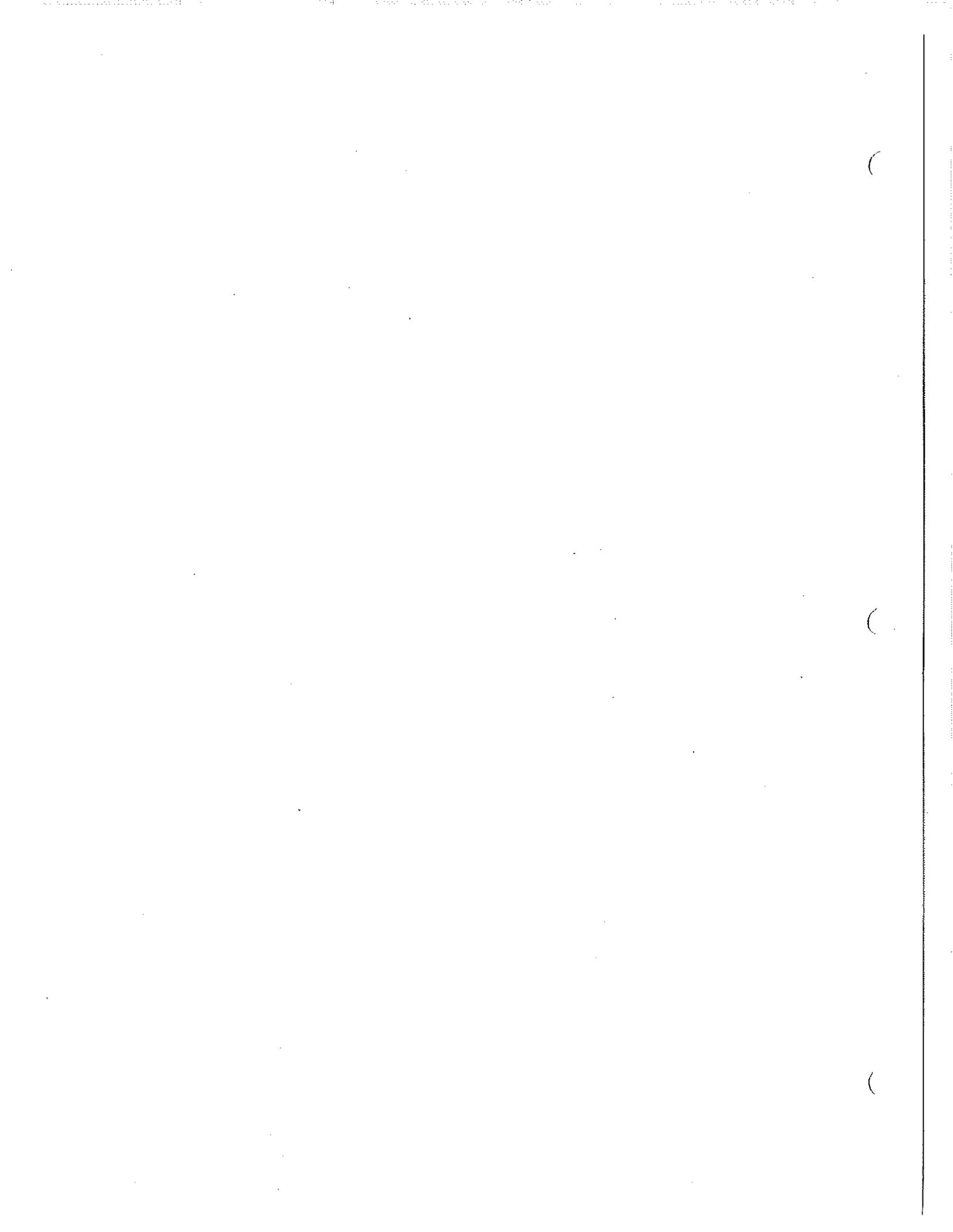
(TRF OF 3% PAID IN ADDITION TO STARTING SALARY)



APPENDIX A
M.S.D. OF BOONE TOWNSHIP
SALARY SCHEDULE
2009-2010

			BS + 36	BS + 46	BS + 56	BS + 66
Years			or	or	or	or
Exp.	Bachelors	B S + 15	Masters	M S + 10	M S + 20	M S + 30
0	31,152	31,738	33,203	33,786	33,903	34,136
1	31,896	32,481	34,065	34,650	34,767	35,000
2	32,661	33,243	34,940	35,525	35,642	35,875
3	33,445	34,030	35,818	36,403	36,521	36,754
4	34,252	34,836	36,656	37,239	37,357	37,591
5	35,081	35,665	37,630	38,216	38,331	38,566
6	35,940	36,525	38,579	39,163	39,279	39,513
7	36,828	37,413	39,560	40,144	40,259	40,494
8	37,745	38,329	40,579	41,162	41,279	41,512
9	38,689	39,274	41,633	42,219	42,334	42,569
10	39,680	40,264	42,724	43,307	43,425	43,657
11	40,713	41,296	43,851	44,435	44,552	44,786
12	41,806	42,388	45,015	45,600	45,716	45,949
13	42,969	43,555	46,216	46,802	46,917	47,152
14	44,422	45,007	47,453	48,037	48,154	48,387
15	48,208	48,791	48,860	49,310	49,428	49,660
16	48,208	48,791	50,041	50,625	50,744	50,975
17	48,208	48,791	51,424	52,009	52,123	52,360
18	48,208	48,791	52,879	53,464	53,581	53,815
19	48,208	48,791	54,624	55,210	55,328	55,560
20	48,208	48,791	59,488	60,073	60,191	60,422

3% TRF will be paid in addition to the above



APPENDIX C
M.S.D. OF BOONE TOWNSHIP
SALARY SCHEDULE
2010-2011

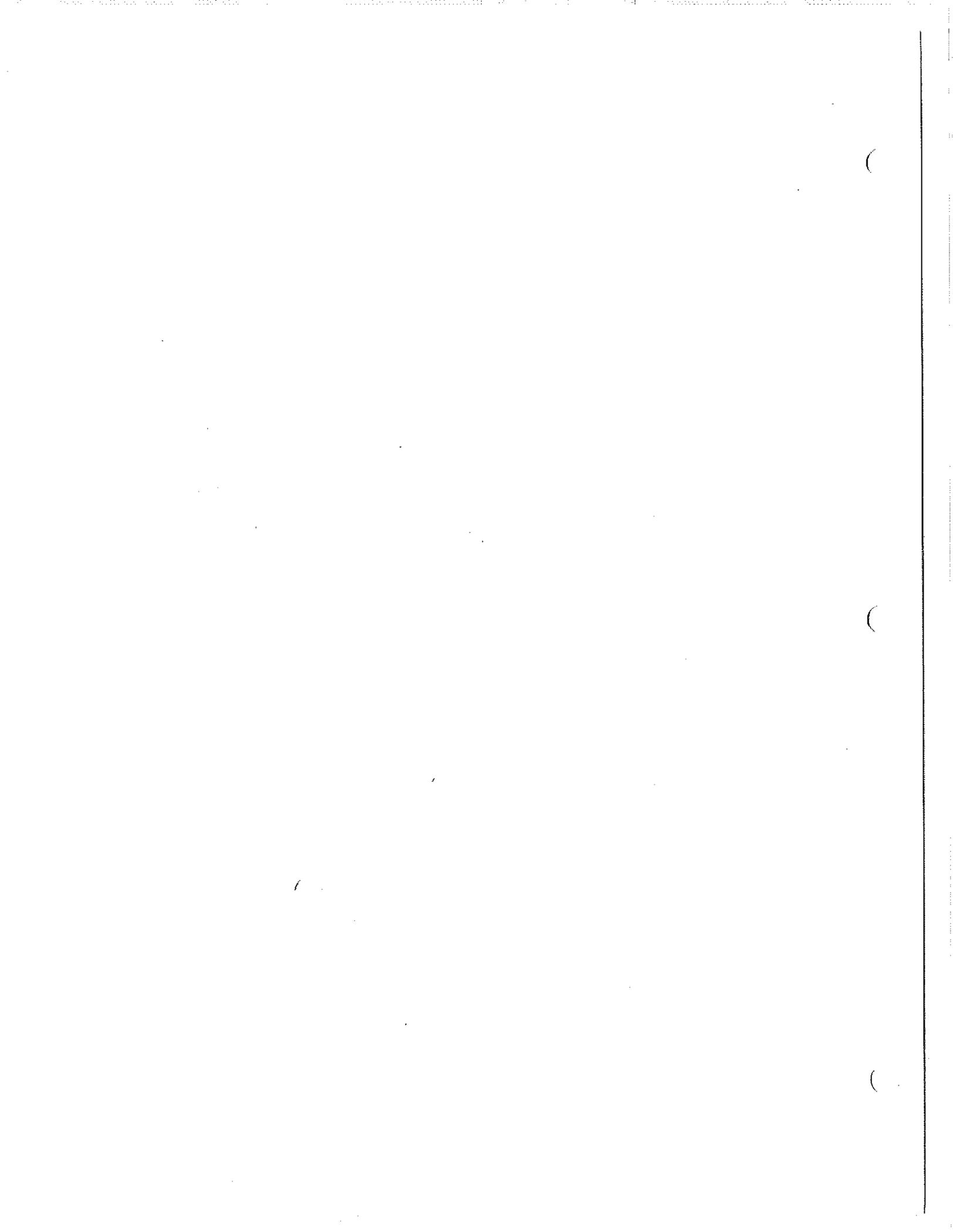
			BS + 36	BS + 46	BS + 56	BS + 66
Years			or	or	or	or
Exp.	Bachelors	B S + 15	Masters	M S + 10	M S + 20	M S + 30
0	31,464	32,055	33,535	34,124	34,242	34,477
1	32,215	32,806	34,406	34,997	35,115	35,350
2	32,988	33,575	35,289	35,880	35,998	36,234
3	33,779	34,370	36,176	36,767	36,886	37,122
4	34,595	35,184	37,023	37,611	37,731	37,967
5	35,432	36,022	38,006	38,598	38,714	38,952
6	36,299	36,890	38,965	39,555	39,672	39,908
7	37,196	37,787	39,956	40,545	40,662	40,899
8	38,122	38,712	40,985	41,574	41,692	41,927
9	39,076	39,667	42,049	42,641	42,757	42,995
10	40,077	40,667	43,151	43,740	43,859	44,094
11	41,120	41,709	44,290	44,879	44,998	45,234
12	42,224	42,812	45,465	46,056	46,173	46,408
13	43,399	43,991	46,678	47,270	47,386	47,624
14	44,866	45,457	47,928	48,517	48,636	48,871
15	48,690	49,279	49,349	49,803	49,922	50,157
16	48,690	49,279	50,541	51,131	51,251	51,485
17	48,690	49,279	51,938	52,529	52,644	52,884
18	48,690	49,279	53,408	53,999	54,117	54,353
19	48,690	49,279	55,170	55,762	55,881	56,116
20	48,690	49,279	60,083	60,674	60,793	61,026

3% TRF will be paid in addition to the above

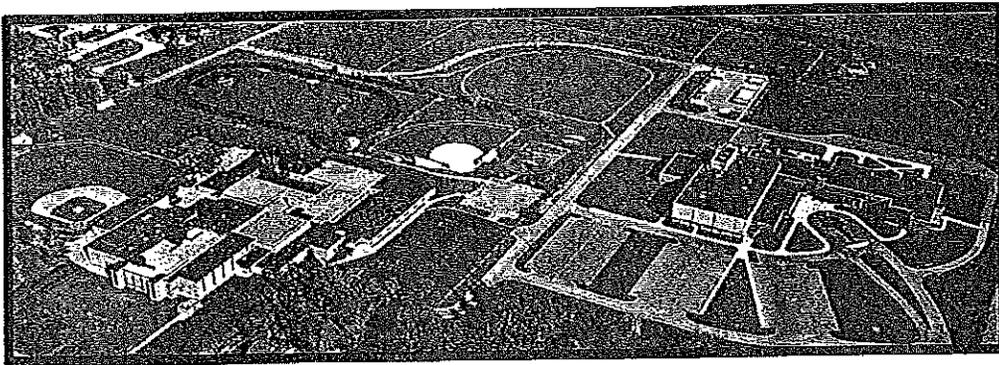
**APPENDIX A
M.S.D. OF BOONE TOWNSHIP
SALARY SCHEDULE
2011-2014**

			BS + 36	BS + 46	BS + 56	BS + 66
Years			or	or	or	or
Exp.	Bachelors	B S + 15	Masters	M S + 10	M S + 20	M S + 30
0	31,464	32,055	33,535	34,124	34,242	34,477
1	32,215	32,806	34,406	34,997	35,115	35,350
2	32,988	33,575	35,289	35,880	35,998	36,234
3	33,779	34,370	36,176	36,767	36,886	37,122
4	34,595	35,184	37,023	37,611	37,731	37,967
5	35,432	36,022	38,006	38,598	38,714	38,952
6	36,299	36,890	38,965	39,555	39,672	39,908
7	37,196	37,787	39,956	40,545	40,662	40,899
8	38,122	38,712	40,985	41,574	41,692	41,927
9	39,076	39,667	42,049	42,641	42,757	42,995
10	40,077	40,667	43,151	43,740	43,859	44,094
11	41,120	41,709	44,290	44,879	44,998	45,234
12	42,224	42,812	45,465	46,056	46,173	46,408
13	43,399	43,991	46,678	47,270	47,386	47,624
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17	48,690	49,279	51,938	52,529	52,644	52,884
18	48,690	49,279	53,408	53,999	54,117	54,353
19	48,690	49,279	55,170	55,762	55,881	56,116
20	48,690	49,279	60,083	60,674	60,793	61,026

3% TRF will be paid in addition to the above



**M.S.D. OF BOONE TOWNSHIP
AND
PROFESSIONAL EDUCATORS
OF PORTER COUNTY
AFT LOCAL #4852**



**COLLECTIVE BARGAINING
AGREEMENT**

JULY 2009 - JUNE 2011

TABLE OF CONTENTS

	PREAMBLE	1
	RECOGNITION	1
ARTICLE I	DEFINITIONS	1
ARTICLE II	PEPC RIGHTS	3
ARTICLE III	DISCUSSIONS	4
ARTICLE IV	DAYS AND HOURS	5
ARTICLE V	GRIEVANCE PROCEDURE	7
ARTICLE VI	INSURANCE AND ANNUITIES	8
	A. Life Insurance	8
	B. Long-Term Disability	8
	C. Health / Dental Insurance	8
	D. Vision Insurance	9
	E. Section 125	9
	F. Insurance Committee	9
	G. National/Statewide Health Care Plan	9
	H. Tax Sheltered Annuities	10
ARTICLE VII	LEAVES	10
	A. Sick Leave/Family Illness Leave	10
	B. Family Medical Leave Act	11
	C. Assault Leave	11
	D. Personal Leave	11
	E. Bereavement Leave	11
	F. Legal Leave	12
	G. Professional Leave	12
	H. Sabbatical Leave	14
	I. Sick Leave Bank	15
	J. Maternity Leave	17
	K. Adoptive Leave	17
	L. Requested Leave	18
	M. All Leave Provisions	18

TABLE OF CONTENTS, cont'd.

ARTICLE VIII	TEACHING CONDITIONS	18
ARTICLE IX	REDUCTION IN FORCE	21
ARTICLE X	RETIREMENT PLAN	21
ARTICLE XI	TEACHER REQUIREMENTS AND RIGHTS	23
ARTICLE XII	COMPENSATION	25
ARTICLE XIII	SUMMER SCHOOL POSITIONS	27
ARTICLE XIV	TERM AND GENERAL PROVISIONS	28
APPENDIX A	SALARY SCHEDULE 2009-2010	31
APPENDIX B	EXTRA-CURRICULAR SCHEDULE 2009-2010	32
APPENDIX C	SALARY SCHEDULE 2010-2011	33
APPENDIX D	EXTRA-CURRICULAR SCHEDULE 2010-2011	34
APPENDIX E	403b TAX SHELTERED ANNUITIES	35
APPENDIX F	FAMILY MEDICAL LEAVE ACT	37
APPENDIX G	TEACHER EVALUATION PROCEDURES	40
APPENDIX H	GRIEVANCE FORMS	45
APPENDIX I	BUYOUT AGREEMENT OF ARTICLE X	52

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

PREAMBLE

Whereas, the School Board of M.S.D. of Boone Township and the Professional Educators of Porter County (PEPC) recognize and declare that providing a quality education for the children of Boone Township is their aim, and

Whereas, the parties, following extended and deliberate negotiations and discussions, have reached certain understandings which they wish to confirm in this Agreement,

Therefore, this Agreement has been entered into between the School Board of M.S.D. of Boone Township, and the Professional Educators of Porter County.

RECOGNITION

The Board of M.S.D. of Boone Township hereby recognizes PEPC as the exclusive representative of the bargaining unit, comprised of all certificated professional educators, except as hereinafter noted below.

ARTICLE I:
DEFINITIONS

The Parties agree to the following definitions.

- A. The term *teacher*, when used in this Agreement, shall refer to all certificated personnel employed by M.S.D. of Boone Township except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, and Athletic Directors. The bargaining unit membership is subject to change at any time by order of the Indiana Education Employment Relations Board.
1. For the purpose of this Agreement, an *Athletic Director* is defined as one who evaluates members of the coaching staff or who has a voice in the retention, assignment, or dismissal of coaches on the staff.
 2. For the purpose of this Agreement, an *Assistant Principal* is defined as one who formally evaluates teachers and programs and who has the authority to recommend dismissal or retention of teachers.

3. Teachers who work fewer than thirty (30) hours per week shall receive all eligible benefits and salary on a prorated basis unless specified differently in this Agreement (e.g., ARTICLE VI., Section A. Life Insurance which is provided, in full, to all teachers).
- B. The term *School Board*, when used in this Agreement, shall refer to the School Board of the M.S.D. of Boone Township and shall be synonymous with the terms "employer," "Board," and "Corporation."
- C. The term *Professional Educators of Porter County*, when used in this Agreement, shall refer to and be synonymous with "the Exclusive Representative," "Professional Educators of Porter County/AFT #4852," "PEPC," and "Union."
- D. The term *Parties*, when used in this Agreement, shall refer to the School Board and PEPC.
- E. *Seniority*, when used in this Agreement, shall mean the total years of continuous employment as a teacher by the M.S.D. of Boone Township, under a regular teacher contract for one hundred twenty (120) days or more per year. If two (2) or more employees (who are employed on a regular contract) have the same length of service, the employee whose contract was approved at the earliest Board of Education meeting or who signed his individual contract on the earliest date shall be senior. This will take effect in 2007.
- F. The terms *School Board* and *Professional Educators of Porter County* shall include authorized officers, representatives, and agents of said organizations.
- G. The term *School Corporation*, when used in this Agreement, shall refer to M.S.D. of Boone Township, of the County of Porter, of the State of Indiana.
- H. The term *Immediate Family* shall be interpreted as spouse, children, grandchildren, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, step family relationships which parallel those of natural immediate family members (i.e. step-children, step-grandchildren, step-sister, etc.), or any other member of the family unit living in the same household, no matter what degree of relationship.
- I. The term *official personnel file* is defined as the file that includes confidential information such as teacher evaluations, reprimands, and commendations.
- J. The term *hourly rate* is defined as the pay rate computed using the regular teacher's base contract salary divided by one thousand eighty (1,080) hours.

ARTICLE II:
PEPC RIGHTS

- A. PEPC agrees to keep its membership open to all teachers in the school corporation regardless of race, creed, sex, color, and/or national origin.
- B. PEPC shall be permitted to use the facilities of the intra-school mail system and upon arrangement, reasonable utilization of the daily teacher announcements as well as reasonable utilization of the school facilities for union activities. To insure communications, the Board and PEPC agree that PEPC has the right to use the following:
1. Bulletin Boards
 2. School mailboxes
 3. School facilities for meetings
 4. Copy machines
 5. E-mail – to be used for the purposes of setting meeting dates and sending reminders and memorandums.
 6. Access to any documents, which are designated as public documents by the Indiana open door law.
- C. PEPC shall be given a place on the agenda of the first (1st) general building meeting at the start of the school year. The President of PEPC shall be allowed sufficient time to travel between member schools on the first teacher work day for the purpose of conducting the business of PEPC.
- D. The President of PEPC, or his/her designee:
1. shall be given the equivalent of six (6) days of release time per school year, with pay, for the purpose of and not limited to conducting the business of PEPC and legislative related activities. These days may be used in ½ day increments.
 2. may use teacher non-instructional time for PEPC business.
- E. Teachers shall be entitled to the equivalent of one (1) day for in-service workshops during the school year to be planned in conjunction with the building principals.
- F. The Board shall, upon request of PEPC, provide copies of any information necessary for the administration and bargaining of this Agreement and/or information needed to maintain PEPC membership roles. Such information shall include, but not be limited to, any public records.
- G. The Board shall provide PEPC with a copy of the Board Meeting Agenda prior to Board meetings.
- H. The Board agrees, upon written authorization of teachers, to deduct from the paychecks of teachers dues for PEPC as directed by the authorization, and to transmit the proceeds of such deduction to the Treasurer of PEPC.

- I. The Board agrees to make COPE (Committee on Political Education) deductions from teacher paychecks upon the written request by a minimum of ten (10) teachers. COPE deductions will be made from ten (10) consecutive paychecks in an amount of not less than one dollar (\$1.00) per teacher per paycheck. The proceeds of such deductions shall be transmitted to the Treasurer of PEPC in a check separate from the dues deduction check.

ARTICLE III:
DISCUSSIONS

- A. PEPC will select teachers to serve on each of the two M.S.D. Boone Township Building Discussion Committees.
 1. Building Committees will meet with their respective Building Principal during the first full week of each month of the school year on a mutually agreed upon day.
 2. Meetings may be rescheduled or cancelled by mutual agreement of the Building Principal and PEPC.
 3. Representatives of the Superintendent and/or the PEPC President will be welcomed at such meetings.
 4. Either party will have equal access to the placement of items on the agenda.
 5. The parties will participate fully and attempt to reach agreement on courses of action to resolve any problems presented.
 6. A member of the committee will record minutes.
- B. The PEPC Discussion Committee will meet with the Superintendent within two (2) weeks following the meetings of the Building Discussion Committees, unless the meeting is cancelled by mutual agreement.
 1. The agenda for these meetings will include any items that could not be resolved in building meetings as well as any other items presented by either of the parties.
 2. A member of the committee will record minutes.
- C. The parties agree that the employer will have met its obligation to discuss if the procedure outlined herein has been followed prior to any change in any item of discussion as required by IC-20-7.5-1-5.

ARTICLE IV:
DAYS AND HOURS

- A. The regular day for all teachers shall be seven (7) hours and forty (40) minutes. Specific beginning and ending times shall be established by mutual agreement of each building's discussion team and the administration. Included is a duty-free lunch period of no less than thirty (30) minutes.
1. Monthly faculty meetings (1 time per month) may now be held in the AM (discussion results of PLC's) as well as after school. Meetings held after school should not extend the teacher day more than twenty-five (25) minutes. All meetings, except emergency meetings, must be announced forty-eight (48) hours in advance.
 2. The principal may call other faculty meetings in the case of an emergency.
- B. Every teacher, between the hours of 10:00 a.m. and 2:00 p.m., shall receive a thirty-minute (30-minute), duty-free lunch period.
- C. The Board has no right, real or implied, on the teacher's time outside of regular school hours. The request for a teacher's time outside of the regular school hours shall be with the approval of the teacher.
1. The agreement in no way prohibits administrators from asking teachers to extend their school day beyond what is contractually required.
 2. This agreement in no way prohibits teachers from volunteering to extend their school day beyond what is contractually required.
 3. Because participation in events that extend the teacher's school day is not required, administrators may not use a teacher's non-participation in such events to negatively influence the teacher's evaluation. However, administrators may indeed use a teacher's participation in such events to POSITIVELY influence the teacher's evaluation.
- D. Teachers are encouraged by the Parties to sponsor co-curricular and extra-curricular activities that help to promote the school as a community. All teachers are expected to share school-related non-teaching duties (e.g., class sponsorship).
- E. Teachers may leave their place of employment for the purpose of an appointment with a dentist or a doctor up to thirty (30) minutes before their normal departure time. Principals may require that the teacher leaving early present proof of the time and date of the appointment.
- F. An elementary teacher shall have a minimum of 270 minutes of preparation time per week. Included in these 270 minutes is a minimum of thirty (30) continuous minutes of preparation time during each regular school day. Preferably, preparation time is to be scheduled during the minimum ninety (90) minutes each of Music, Art and Physical Education that a teacher's homeroom is assigned to specials. Preparation time will be scheduled within the student day.

A secondary teacher shall have a minimum of 250 minutes of preparation time per week. Included in these 250 minutes is a minimum of fifty (50) continuous minutes of preparation time during each regular school day.

1. Teachers teaching part of a day will be granted planning time prorated to the percentage of the day they teach.
 2. Adjusted student days (e.g., assemblies, weather delays) may result in reasonable modifications of teacher preparation time.
- G. The total number of days which teachers will be required to work shall be one hundred and eighty-three (183) days per school year.
1. The Parties agree to come to consensus to the vote to be cast for the county calendar which determines the first day of school, Christmas break, and spring break.
 2. In addition to the county calendar, the school calendar shall include:
 - a. one (1) organization day at the beginning of the year. The organization day shall include:
 1. a general Corporation-wide meeting (including topics of insurance, annuities, current payroll matters, tax deductions status, etc.),
 2. a building meeting,
 3. a PEPC meeting, and
 4. the remainder of the day shall be used for department/team meetings and other necessary organization for the teacher;
 - b. one-half (1/2) day for finalizing grades and record-keeping at the end of each semester. Effective 2009-2010 only – One full day will be used for parent teacher conferences.
 - c. one (1) record –keeping day at the end of the school year
 - d. two (2) winter-break unpaid days to be scheduled in conjunction with President's Day. The Friday of President's Day break may be used as a make-up day if necessary.
 3. Days on which school is canceled due to unforeseen circumstances, shall be rescheduled in the following order:
 - a. the School Corporation will seek a waiver from the Indiana Department of Education;

- b. if the waiver is not granted, the Friday of the holiday designated as President's Day will be used as a make-up day; and make-up days for the current school year will follow what has been stated on the adopted school calendar. For each school year thereafter, from one (1) to three (3) make-up days will be mutually agreed to and built into the respective school calendar; and
- c. additional make-up days will be added at the end of the school year, as needed.

ARTICLE V:
GRIEVANCE PROCEDURE

- A. A claim that there has been a violation, misinterpretation, or misapplication of any approved rules or regulations, or agreements of the M.S.D. of Boone Township Schools shall be the basis for processing a formal grievance at the discretion of the grievant.
- B. A grievant may be an individual teacher, a group of teachers, or the Union. If the grievant is other than the Union, the grievant has the right to have a Union representative present at every step of the grievance process.
- C. To initiate the grievance procedure, the grievant shall first discuss the alleged grievance with the administrator responsible for the alleged grievance.
- D. If, after this initial meeting, the grievant believes a grievance still exists, the formal grievance procedure may be invoked by setting forth in writing to the administrator responsible for the alleged grievance on the form in this Agreement in Appendix H (i.e., Grievance Form-Basic Information).
- E. Within five (5) school days of receipt of the grievance, the administrator shall meet with the grievant in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing within five (5) school days of meeting and shall furnish a copy to the Union. (See H.)
- F. If the grievant is not satisfied with the disposition of the grievance, or if the administrator has not responded within the time limitations set forth in Section E, the grievant may submit a copy of the written grievance to the Superintendent. If the administrator in Sections C through E is the Superintendent, the procedure proceeds directly to the next step - Section G. If the administrator is other than the Superintendent, then the procedure continues through Sections F and G.

At this step, the Superintendent shall meet with the grievant within five (5) school days of receipt of the written grievance in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) school days of said meeting and shall furnish a copy of the disposition to the Union. (The form titled Formal Grievance-Level II is to be used for this step. See Appendix H.)

- G. If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits set forth in Section F, a copy of the written grievance may be submitted to the School Board. Within fifteen (15) school days of submitting the grievance to the Board, the grievant may appear before the School Board in executive session in an effort to resolve the grievance. The School Board shall indicate its disposition of the grievance in writing within five (5) school days of said meeting and shall furnish a copy of the disposition to the Union. (The form titled Formal Grievance-Level III is to be used for this step. See Appendix H.)
- H. The time limits provided in this Article shall be strictly observed but may be extended by a written agreement between the parties. In the event a grievance is filed at the end of the school year, the parties shall agree upon a time line for processing the grievance in the most expedient manner.
- I. Notwithstanding the expiration of this Agreement, any grievance arising thereunder may proceed through this grievance procedure to resolution.
- J. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE VI:
INSURANCE AND ANNUITIES

- A. Life Insurance: Each teacher, regardless of the number of hours worked per week, shall be provided with a \$50,000 term-life insurance policy, with double indemnity, upon payment of one (1) dollar toward the total cost of the policy.
- B. Long-Term Disability: The Board agrees to provide each teacher, regardless of number of hours worked per week, with long-term disability insurance at a cost of one (1) dollar. The plan and the carrier are subject to agreement by the Parties.
- C. Health and Dental Insurance will be provided through the Porter County School Employees' Insurance Trust. PEPC shall be represented on the Health Insurance Trust's Board of Trustees whose purpose is to improve benefits and/or the cost of insurance. If the Porter County Schools Employees Insurance Trust disbands the plan and the carrier are subject to agreement by the Parties.

Health and/or Dental Insurance will be provided to all teachers who work a minimum of thirty (30) hours per week. Eighty (80) percent of the cost of either a single or a family plan will be paid by the corporation. This Agreement permits married teachers to each take a single membership, but does not require the corporation to make a cash reimbursement to any employee who chooses not to enroll in this medical benefit. Those teachers on Medicare shall have eighty (80) percent of their monthly insurance premium paid by the corporation.

1. Upon regular, full payment of the premium by the retiree, he/she will be permitted to continue on the group health and insurance plan until the last day of the month in which the teacher is sixty-five (65) years of age, or the age of Medicare eligibility, whichever comes first.
 2. If the teacher is receiving Retirement Pay after the date of retirement, the Board, upon request of the teacher, shall reduce the Retirement Pay by an amount equal to the health insurance premium times the number of years the teacher wishes to enroll in the health insurance plan. This money shall be used to pay the teacher's annual health insurance premium. If the money is insufficient to pay the premiums for the stated period, the retiree shall pay the remainder of the premium or will be dropped from the group policy. The early retiree shall be allowed to participate in Section 125 if the IRS will provide written approval of this provision.
 3. A teacher, whose employment terminates at the end of the school year or who retires at the end of the school year, may continue all insurance coverage up to the insurance anniversary date. (The current anniversary date is October 1.)
- D. Vision Insurance: The Board agrees to provide each teacher under contract as of September 1, 2002, regardless of the number of hours worked per week, with vision insurance (for either a single or family plan) at the cost of one dollar (\$1.00). Any teacher employed on a regular teachers contract after September 1, 2002 must work at least thirty (30) hours per week to qualify for this benefit. The plan and the carrier are subject to agreement by both Parties.
- E. Section 125: Any changes to the current Section 125 Flexible Fringe Benefit Plan, of the IRS Code will be subject to mutual agreement by the Parties. Employees may have an amount not to exceed \$2,400.00 (two thousand four hundred) for unreimbursed medical costs and \$5,000.00 (five thousand) for dependent care expenses allocated for Section 125. All flexible spending account agreements entered into between provider and employee are to be paid in their entirety to the corporation if claims are presented and have been paid on behalf of the employee in advance of payroll deductions.

The corporation will inform teachers annually of the availability of a Section 125 plan.

- F. National/Statewide Health Care Plan: The parties understand that any benefit, salary, or other term in the collective bargaining agreement was negotiated in good faith. As a result of negotiations, it was agreed that the employer would make contributions to health insurance costs rather than putting additional amounts on the salary schedule. Teachers, then, would have given up salary for the benefit of health insurance costs.

Therefore, should either the state or federal government pass legislation mandating all employers to participate in a national or statewide health care plan (hereafter referred to as 'mandated plan'), the parties agree that the employer contributions for

the employees health care that were negotiated into the Agreement prior to the passage of such mandated plan, shall continue to be a part of this Agreement by the following terms.

1. If the premium of the mandated plan is less than the premium of the current plan (the plan in force at the time of the effective date of the mandated plan),
 - a. Employer contributions shall first be applied to the premium cost of the mandated plan.
 - b. Next, any remaining difference between the current plan and the mandated plan shall be used to purchase supplemental coverage for any items covered under the current health care plan that may not be covered under any mandated plan.
 - c. Finally, if after paying the premium of the mandated plan and purchasing supplemental coverage there is still remaining money, these monies shall either be used to purchase additional benefits or revert back to the employees in the form of wages. The application of these remaining monies shall be decided by mutual agreement of the parties.
 2. If the premium of the mandated plan is more than the premium of the current plan (the plan in force at the time of the effective date of the mandated plan), then the corporation will have met its obligation by maintaining its contribution at the current plan's dollar amount until it is changed through negotiations.
- G. Tax Sheltered Annuities: At the teacher's request, payroll deductions shall be made for tax sheltered annuities. The process by which annuity providers are to become qualified, the window periods for teacher enrollment, and other provisions related to the process are contained in Appendix E: ANNUITIES, of this Agreement. Deductions shall be made according to ARTICLE XII: COMPENSATION, Section J.

ARTICLE VII: LEAVES

- A. Sick Leave/Family Illness Leave: Each teacher shall be entitled to be absent from work for Sick Leave/Family Illness Leave for a total of ten (10) days each year, without loss of compensation. Additionally, teachers shall be entitled to use their total number of previously accumulated Sick Leave/Family Illness Leave days, as necessary. Unused days shall be accumulative to a maximum of one hundred and eighty-three (183) days. Teachers will be notified of their accumulated sick days on the first day of school.

Each teacher with more than 183 accumulated days of sick leave at the end of the school year shall have his/her next year's contract salary increased by the number of days above the 183 maximum, times twenty-five percent (25%) of the daily beginning bachelor salary. If, at the time of retirement, a teacher has more than 183 accumulated days of sick leave, the teacher shall receive payment for said days in excess of 183 days. The rate of payment shall be twenty-five percent (25%) at the

beginning bachelor salary times the number of days in excess of 183 days. This amount, however, will not be added to the contract amount for the school year just completed. Said amount will be paid on or before June 30 of the year the teacher retires.

One (1) day of accumulated sick leave may be used for personal illness during summer school. (Two [2] summer school days equals one [1] accumulated sick day.)

- B. Family Medical Leave Act: Teachers may be eligible for up to twelve (12) weeks of unpaid leave for family illness under the Family and Medical Leave Act of 1993.

Terms of the Family and Medical Leave Act are attached to, and made part of this Agreement. (See Appendix F.)

- C. Assault Leave: A teacher assaulted by a student or parent while on duty either in the classroom or the playground, or serving in an official position at a school sponsored function, shall not have sick days deducted if the assault warrants medical attention or hospitalization. The number of hours or days needed to recover must be authorized by a licensed physician. The Board may, at Corporation expense, require another licensed physician's examination and determination of necessity of leave.

- D. Personal Leave: Each teacher shall be entitled to three (3) days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of employment. The Parties strongly urge teachers not to take Personal Leave on the day before or the day after any breaks in the regular school schedule.

To provide the building principal a better opportunity to secure a qualified substitute, a request for Personal Leave should be presented to the building principal not later than the day before the leave is to be taken.

In the event of an emergency where prior notice is not possible, teachers may make this request verbally. The Personal Leave form must be submitted on the day he/she returns to work.

One unused personal day from the prior school year will automatically be added to the current year for a total of four (4) personal days. If no personal days are available for retention, then only three (3) days of personal business would be available for the current school year. The statement "personal business" is sufficient reason to warrant use of this leave.

- E. Bereavement Leave: In case of death within the immediate family (see page 2, letter H) that occurs not more than five (5) days preceding the beginning of the school year or that occurs during the school year, the teacher shall be granted a leave of five (5) school days, and shall receive full compensation for such leave.

1. Permission for use of these days may be requested verbally and will be granted in segments not to exceed five (5) days as may be needed for funeral/memorial services, personal business matters concerning the estate, and other matters surrounding the bereavement circumstances.
2. One (1) day leave shall be granted for funerals in case of death of other family members, or that of close friends.
3. Additional Bereavement Leave may be granted by the Superintendent from the teacher's accumulated Sick Leave/Family Illness Leave.

F. Legal Leave:

1. A teacher called for jury duty shall receive full compensation but shall return to the corporation any pay he/she received for the jury duty. A teacher is allowed to keep any mileage money he/she may receive for serving on a jury.
2. Court leave with pay shall be granted to teachers under subpoena for the time necessary to make appearance(s) in any court proceedings, provided the teacher is not a party in litigation whose interests are adverse to M.S.D. of Boone Township or officials of M.S.D. Boone Township. All monies received by a teacher for witness fees, equal to the amount being paid to the teacher by the Corporation, shall be turned over to the School Corporation. Travel expenses allowed by the court may be retained by the teacher.

G. Professional Leave:

The Parties recognize the importance of coordinated and collaboratively developed professional development activities.

1. Following an opportunity for a teacher to volunteer, the superintendent may pay a teacher at a rate of \$24.00 per hour for professional development activities outside the regular school hours. Professional development activities will be based on a five (5) hour day for a maximum pay of \$120.00 per day.
2. The School Board agrees to provide, during the school year, 70 days to the teachers to attend/participate in professional development activities. A maximum of \$10,000.00 per year will be made available and split proportionately between the buildings based on the number of teachers employed in each building for teacher-initiated or union initiated professional development leave without loss of compensation for such absence. Teachers who work in multiple buildings will request professional leave from the building where the majority of their day is spent. Days may be transferred between buildings as needed, but not to exceed the maximum days or dollars.

- a. Attending and/or participating in educational conferences, workshops, seminars, or meetings of local, state, and national educational organizations (except for union-related or legislatively-related meetings, unless approved in advance by the Superintendent);
 - b. Visitation to other schools or educational institutions for the purpose of observing instructional techniques or other instructionally oriented programs; and
 - c. Other uses as approved by the appropriate Professional Leave Committee (Article VII-G-3).
3. There will be a Professional Leave Committee formed at each building. The committee shall consist of two teachers and an administrator from each building. Finally, there will be one teacher appointed to coordinate the professional leave requests from all three buildings. PEPC shall appoint the teacher members.
4. Reasonable reimbursement will be made by the Board for such approved professional leave to cover the cost of registration, accommodations, and transportation at the current Internal Revenue Service (IRS) rate. The total amount of reimbursement shall be determined by the committee, and approved by the Superintendent.
 - a. Whenever possible, the Corporation will make payments directly to the conference host.
 - b. When payment must be made by the teacher, reimbursement will be made to the teacher following the School Board meeting at which the teacher's claim for such reimbursement is approved by the Board.
5. Professional leaves (e.g., participation on a North Central Accreditation (NCA) evaluation team) may be approved by the Board with only one (1) day being deducted from the total pool of professional leave days noted in Subsection G-2 above.
6. Administration-initiated professional leave will not be deducted from the pool of professional leave in excess of two (2) days per teacher.
 - a. One (1) day per teacher granted such request will be deducted from the total teacher pool for the ensuing school year.
 - b. Reimbursement will be made for teacher incurred expenses on the first pay at the beginning of the new school year.

8. It is understood that all leaves granted under this Section are subject to the approval of the Superintendent.
- H. Sabbatical Leave: Sabbatical Leave for study toward an advanced degree may be granted by the Board for teachers who have completed ten (10) consecutive years of service to M.S.D. Boone Township. An advanced degree must be in the area in which the teacher is licensed, and may not be used to secure a second Master's Degree. Such leave shall be granted under the following conditions:
1. A maximum of three (3) eligible teachers per school year may be granted Sabbatical Leave: One (1) teacher may be from grades K-5, one (1) from grades 6-8, and one (1) from grades 9-12.
 2. Eligible teachers who wish to apply must submit a written application on or before February 15 of the preceding school year outlining leave plans.
 3. Sabbatical Leave shall be one (1) full school year.
 4. Should there be more than one (1) applicant from a grade level, selection shall be made by a committee appointed by the Superintendent. This committee shall include teachers, administrators, and the President of the Professional Educators of Porter County or his/her appointed representative.
 5. A teacher shall not be eligible for Sabbatical Leave more than once every ten (10) years.
 6. Pay for a teacher on sabbatical leave shall be thirty-three and one-third percent (33.33%) of the teacher's regular base salary as per the salary schedule in effect at the time the recipient is on leave. Payment shall be made in one (1) of the following ways:
 - a. Fifty percent (50%) of payment shall be added to the first regular school contract following the leave, and the remaining fifty percent (50%) of payment shall be added to the second regular school contract following the leave, or
 - b. The entire payment shall be made on September 15 of the school year the teacher is on Sabbatical Leave provided the teacher (and spouse) have signed a secured promissory note for the amount, which note shall become due if the teacher does not complete two (2) years of service to school corporation under regular contract immediately following the year's leave of absence.
 7. Reinstatement after the Sabbatical Leave shall include the following considerations:
 - a. The year of leave shall be counted as an additional year's credit for computation on the salary schedule.

- b. The leave shall in no way endanger the teacher's tenure status.
- c. All fringe benefits shall be in effect during the Sabbatical Leave, upon receipt of enrollment fees.
- d. The teacher shall be reinstated in the same position held when the leave was granted, unless notified in writing before the leave is granted. If, due to unusual circumstances, the position does not exist at the end of the year's leave, the Board shall offer the teacher the first comparable position that becomes available for which the teacher is qualified.

I. Sick Leave Bank: A voluntary teacher sick leave bank is in existence. A new member must contribute one (1) sick leave day each year for three years. In order to qualify for membership in the sick leave bank, a teacher wishing to participate shall notify the designee of the Board in writing of his/her intention to participate on or before the last school day of September. Such authorization shall remain in force until the participating teacher withdraws from the program in writing. In order to qualify for sick leave benefits pursuant to Schedule A, a teacher must begin to participate in the sick leave bank at his/her first opportunity for enrollment. If the teacher fails to participate in the sick leave bank during the first year of eligibility, his/her benefits under the sick leave bank shall be governed by Schedule B. Upon exhaustion of accrued personal illness days, any member may borrow additional personal illness days according to whether he/she qualifies for Schedule A benefits or Schedule B benefits.

SCHEDULE A

0 - 5 years teaching service in MSD Boone Township - 10 day
 6 - 8 years teaching service in MSD Boone Township - 25 days
 9 - 12 years teaching service in MSD Boone Township - 35 days
 13 - 16 years teaching service in MSD Boone Township - 45 days
 17 - 20 years teaching service in MSD Boone Township - 55 days
 Over 20 years teaching service in MSD Boone Township - 65 days

SCHEDULE B

0 - 5 years participation in sick leave bank - 10 days
 6 - 8 years participation in sick leave bank - 25 days
 9 - 12 years participation in sick leave bank - 35 days
 13 - 16 years participation in sick leave bank - 45 days
 17 - 20 years participation in sick leave bank - 55 days
 Over 20 years participation in sick leave bank - 65 days

Requests for the use of the Sick Leave Bank shall be made by presentation of sufficient medical evidence (i.e., a medical slip) to the Sick Leave Bank Committee here under provided. Additional Days may be borrowed from the Sick Leave Bank if and only if, a teacher has repaid any previously borrowed days. Upon resumption of employment, said teacher will repay the Sick Leave Bank the personal illness days owed as noted below.

On October 1 of each school year (beginning with 2003-2004), a teacher shall repay days to the Sick Leave Bank based on their accumulated sick leave at that time, and the following schedule:

<u>Sick Leave Days Accumulated</u>	<u>Days Repaid per Year</u>
1-13	3
14-20	4
21 or more	5

At any time a teacher wishes to pay a greater number of days, or all the days owed, he/she may do so. If a teacher dies or retires before his debt is repaid, any days remaining in his sick leave account shall be placed in the sick leave bank up to the number of days owed. After those days are placed in the sick leave bank, the debt shall be considered repaid.

Said teacher must have contributed, or will contribute, three (3) sick leave days total to remain a member of the sick leave bank. When the days in the bank drop below 200 days, contributions at the rate of one (1) sick day per member per year will begin the next school year. Such contributions shall continue until the bank has amassed at least 300 sick days at the end of the school year. The members will not have to contribute again until the sick bank has fewer than 200 days at the end of the school year.

As of June 30, 2002, data relative to the Sick Leave Bank will be maintained in the Central Office with utilization reports to the Union due on October 31 of each year, beginning with October 31, 2002.

A Sick Leave Bank Committee consisting of three (3) Union members appointed by PEPC and one (1) administrator appointed by the Superintendent, will be established. The Sick Leave Bank Committee will review all applicants desiring to borrow personal illness days from the bank. The decision of the Sick Leave Bank Committee shall be final.

It is specifically agreed that illnesses or ailments due to prior existing conditions, which existed within a period of two (2) years prior to the teacher's enrollment in the bank, are specifically excluded and the Sick Leave Bank Committee shall not allow applicants to borrow personal illness days from the bank for a condition that existed within a period of two (2) years prior to the applicant's enrollment in the bank.

The administration shall provide each new teacher with a sick leave bank application not later than their first contract day of employment.

J. Maternity Leave: Upon request, a teacher who is pregnant shall be granted a leave of absence to begin any time between the commencement of her pregnancy and one (1) year following the birth of her child. Said teacher shall notify the Superintendent, in writing, of her desire to take such leave and of the date of her return. Such written notice shall be submitted a least thirty (30) calendar days prior to the beginning of the leave, except in the case of an emergency. The teacher shall include with the written notice a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable.

1. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires. At the request of the teacher, the return date may be extended by a mutual agreement of the teacher and the Superintendent.
2. This leave may be taken without jeopardy to reemployment, retirement and salary benefits, tenure and seniority rights. The teacher will be paid while on pregnancy leave only for a period covered by available sick leave.
3. All or any portion of leave taken by a teacher prior to the birth because of temporary disability, determined by the attending physician to be caused by pregnancy, may be charged at the teacher's discretion to her available Sick Leave/Family Illness Leave days. Additionally, Sick Leave/Family Illness days may be taken for post-natal conditions, not to exceed thirty (30) working days, or until such time as the attending physician releases the teacher to return to work.
4. Sick Leave/Family Illness days may also be used to extend the pregnancy leave when the teacher and the administration mutually agree that the return date certified by the attending physician would disrupt the continuity of a semester or grading period.

K. Adoptive Leave Adoptive Leave shall be granted upon request to any teacher employed on a regular contract, provided:

1. The Superintendent is notified, in writing, when the eligibility of the teacher as an adoptive parent has been established.
2. The Superintendent is notified, in writing, when a target date of the arrival has been established.
3. The date of the teacher's return must be agreed to by the Superintendent and the teacher prior to the leave being granted.
4. The maximum duration of the leave shall be for one (1) calendar year.
5. Up to five (5) days leave may be charged, at the teacher's discretion, to his/her accumulated Sick Leave/Family Illness leave days.

L. Requested Leave: The Board, upon written request of a teacher, may grant a leave of absence for up to one (1) year for any reason. The leave may be with or without compensation, and with or without insurance, at the discretion of the Board.

M. All Leave Provisions:

1. Teachers on a granted leave of absence of fifteen (15) working days or greater will be replaced by a teacher on temporary contract. Teachers on a temporary contract filling a leave of less than one (1) school year will not be eligible for insurance benefits.
2. The teacher on approved leave will be guaranteed a comparable teaching position upon return from leave.
3. The Board will continue the employer contribution to any insurance programs when the teacher is on a leave of less than one (1) semester.
4. Teachers on an unpaid leave of one (1) semester or more, may continue in the insurance program by assuming responsibility for the direct payment of the full premium for the extent of the leave, and from the inception of the leave. This provision must be interpreted with respect to policies, rules, regulations, and/or procedures of the Porter County Employees Insurance Trust.
5. A teacher may choose to prepay the insurance premiums (e.g., through increased payroll deductions). The Corporation will not seek reimbursement of any premiums in the event of the teacher's death.

ARTICLE VIII:
TEACHING CONDITIONS

A. Teacher Assignments: Teachers who will be continuing their employment in the District shall be notified by the end of the school year of changes in their assignment with respect to grades and/or subjects which they are to teach. Assignments may be subject to change with notice.

B. Vacancies and Transfers:

1. All vacancies in teaching positions and extra-curricular positions shall be posted for fourteen (14) days. This timeline may be waived in emergency circumstances by mutual agreement between the PEPC President (or President's designee) and the Administration. The locations for posting positions shall be mutually determined. The vacancy may be filled on a temporary basis during the posting period.

In addition to the above-referenced postings, the President of PEPC or his/her designee shall be notified of vacancies which become available during the summer months.

2. Teachers who wish to be kept informed of vacancies during the summer will be notified in the following manner:
 - a. Teachers on twenty-six (26) pays will receive notice in regular pay envelopes.
 - b. Teachers on twenty-one (21) pays, or those with direct deposit, may provide the Superintendent with self-addressed, stamped envelopes that will be mailed on each payday if a vacancy exists.
 - c. Along with the above posting, the President or his/her designee shall be notified of vacancies that become available during the summer months.
 3. All requests for transfer will be considered.
 4. Transfers which cause a Reduction-in-Force (RIF) shall not be implemented.
 5. The following criteria shall be considered sequentially in determining voluntary transfers, involuntary transfers, or assignment changes:
 - a. certification;
 - b. qualifications specific to the posted vacancy (e.g., grade level, subject area experience, special training, displayed interest, individual desire, etc.); and
 - c. when two (2) or more teachers are equal relative to certification and qualifications, seniority within the Corporation shall prevail.
- C. Teacher-Initiated Transfer: The procedure for teacher-initiated transfer is as follows:
1. Teachers who desire a change of grade and/or subject matter assignment, or who desire a transfer to another building, shall file a written statement of desire to the Office of the Superintendent of Schools no later than March 15th.
 2. The teacher may meet with the Superintendent for the purpose of discussing the transfer.
- In writing, a teacher may request a written response indicating the reasons for denial of a transfer.
- D. Extra-Curricular Vacancies:
1. The Board may create an extra-curricular position, but may not fund it with corporation dollars until salary for said position has successfully gone through

the negotiations process. The parties mutually agree to negotiate a salary for such position upon request by the School Board.

2. Extra Curricular vacancies, except those in paragraph three (3) below, will be filled by qualified certificated staff or by a qualified individual for an amount not to exceed the amount stated to the extra curricular salary schedule. All qualified certificated staff who applies for a posted position within the posting period shall be interviewed for the position.
 3. The extra curricular positions of varsity athletic coaches and academic coaches shall be filled by qualified certificated staff. If no qualified certificated staff applies for these positions, then these positions can be filled by qualified classified staff or the public for an amount not to exceed the amount stated on the extra curricular salary schedule. Athletic coaching positions shall be filled in compliance with IHSAA Rules.
 4. Department chair positions shall be filled only by current M.S.D. of Boone Township qualified certificated employees.
 5. Positions filled by other than qualified certified staff will be for one season or school year only. At the Boards' discretion, a position may remain unfilled for the school year.
- E. Instructional Supplies: Building principals will receive a building budget beginning in January of each school year. The Parties will agree, via the building discussion process, the amount to be allocated to the teachers from the 411 account for teacher supplies and materials.
- F. Teacher Workroom: Teachers will be provided with a workroom. If equipment for the workroom is to be purchased from the General Fund, said equipment will be agreed upon through the District Discussion Process.
- G. Telephones: Telephones will be provided with a minimum of one (1) each in the secondary and elementary schools, for private and confidential use by teachers for school related business. The phones may also be used for personal calls. It is the responsibility of the teacher, preferably, to use a personal phone/calling card, or to reimburse the District for the cost of personal long-distance calls.
- H. Teacher Evaluation: The teacher evaluation instrument and procedures will be mutually agreed to by PEPC and the Board, and is included in this Agreement.
- I. Anti-Discrimination Provision: The Board agrees that it will not discriminate against any employee on the basis of race, color, religion, age, sex, national origin or disability.

ARTICLE IX:
REDUCTION IN FORCE
(RIF)

Reduction in Force: The Board agrees that, in the case of a need to reduce staff, teachers will be released according to the following provisions:

1. A reduction in teaching staff will be made in the order of reverse seniority and as noted below.
2. A teacher employed in a position to be reduced may replace a teacher with less seniority if the former has a valid license on file in the subject area taught by the latter with less seniority.
3. Teachers who will no longer be employed due to a reduction in force shall be placed on a recall list, and shall receive preference for any future vacancy for which they are licensed for a period of twenty-seven (27) months following the date of their reduction in force.
 - a. Teachers who have been reduced in force shall be notified of all vacancies.
 - b. Teachers who have been reduced in force, who earn additional certifications following their reduction in force, shall qualify for all vacancies for which they have earned licensure.
 - c. A teacher who has been reduced in force shall remain on the recall list as long as he/she expresses his/her desire to do so to the Superintendent, in writing, by May 1st of each ensuing year for a period of 27 months. If a teacher on the recall list declines an offer of a position, he/she shall be removed from the recall list.
4. A teacher recalled within a twenty-seven (27) month period shall retain their position on the seniority list.

ARTICLE X:
RETIREMENT PLAN

A. Establishment of New Ongoing Retirement Plan

1. Each teacher shall have the option of investing in the plan up to the maximum allowed by federal law. The School Corporation shall make contributions in the following manner.
 - a. For teachers who are serving consecutive contract years one (1) through five (5), the corporation shall deposit an amount equivalent to one percent (1%) of that teacher's basic contract salary (not including extra-curricular pay) into a 401(a). Upon signing a sixth (6th) consecutive individual teacher contract, the corporation shall make contributions

according to Section 3.b of this agreement. A teacher becomes vested upon completing his/her sixth (6th) consecutive year of teaching at M.S.D. of Boone Township.

- b. For teachers who have signed their sixth (6th) consecutive individual teacher contract or more, contributions will be matched by Corporation up to one percent (1%) of that teacher's basic contract salary (not including extra-curricular pay). When the teacher has contributed the amount determined to be one percent (1%) to their 403(b) account, the School Corporation will contribute that amount to that teacher's 401(a) Plan account. The School Corporation's contribution will be made as soon as possible but not later than sixty (60) days after the date that the teacher's specified amount (one percent) has been contributed. The School Corporation will contribute a maximum of one (1%) per school year for any teacher contributing one percent (1%) or more.
 - c. Once a teacher is vested, M.S.D. of Boone Township contributions to the 401(a) become the property of the vested teacher. If the vested teacher dies while still employed at M.S.D. of Boone Township, the 401(a) contributions go to the beneficiaries or the estate.
 - d. RIFFED Teachers who are not VESTED in the 401 (a) plan established by the Corporation, shall have their Employer Portion Monies of the 401 (a) plan remain dormant during their layoff period. If a RIFFED teacher is re-hired in the 27 month interval that they remain on the recall list, their status as a member of the 401 (a) plan will remain intact. If a RIFFED teacher is not re-hired during the 27 month interval of the recall list, their employer portion of the 401 (a) will be forfeited to the Corporation as per APPENDIX H "B-3"
2. The "Vendor" or its agent shall be the sole administrator of employer contributions to the 401(a) Plan.
 3. School teachers will have the option of continuing to invest their dollars in tax-deferred annuities for which money is already being deducted from the teacher's salary, if any, or the tax-deferred annuity offered by the Vendor.
 4. Once contributions are made, the teacher will be deemed 100% vested in the employer matching contribution amounts upon completion of their sixth consecutive year of teaching for the School Corporation. Consecutive years of service with M.S.D. of Boone Township prior to the effective date of this CBA count toward satisfaction of the six-year vesting period.

B. Participation in Health Insurance Plan Upon Retirement

A retiring teacher may continue, until eligible for Medicare, to participate in the group health/dental and/or vision insurance programs available to other teachers by paying the monthly premium(s) in advance to the corporation. The teacher

must have been participating in these insurance plans at the time of their retirement. (In accordance with IC 20-6.1-5-14.)

C. Joint Responsibility

The Exclusive Representative warrants that this agreement has been ratified by a majority of its members and duly adopted by PEPC in accordance with its rules and regulations as a valid, enforceable and binding modification to the CBA. The Exclusive Representative shall not enter into any action against the Board arising from the Board's compliance or attempted compliance with this agreement. The Exclusive Representative and the Board agree to hold joint responsibility in defending the implementation of this retirement plan from any claim, demand, judgment, or other form of liability under state and federal law brought by teachers or others. The Parties shall share equally in the cost of any such defense.

D. Article X -- New Ongoing Retirement Plan

The new plan becomes effective at the beginning of the 2004-05 school year.

ARTICLE XI:
TEACHER REQUIREMENTS AND RIGHTS

- A. For all classes, including Specials (Art, Music, Physical Education), the Board agrees to employ only those teachers who hold a valid Indiana teaching certificate, or who are eligible for a one-year (1-year) limited license.
- B. Training and Experience: The Superintendent shall evaluate the training and experience (including military service) of all applicants for teaching positions. Experience shall be established by signed statements from previous employers. If a new salary classification is to be established, this must be done by the Friday preceding the new teacher's first paycheck.
- C. PEPC agrees that a professional teacher must have his/her license and/or other pertinent material on file in the office of the Superintendent, as is required by law. Salary may be withheld from individuals until these records are on file.
- D. Teacher Retirement Fund: All beginning teachers and teachers teaching for the first time in Indiana are required by law to become members of the Indiana State Teachers' Retirement Fund.
- E. Personnel Files
 - 1. There shall be only one official personnel file. The personnel file for each employee will be maintained in the Office of the Superintendent. An unofficial copy of the file may be maintained in the respective principal's office.

2. Other personnel-related files and materials such as employment records (e.g., licenses, certification, experience verification, etc.), teacher provided health/medical records and Workers Compensation records shall be maintained separate from the official personnel file. These files may be maintained where and in a manner to be deemed appropriate by the Superintendent.
3. Teachers shall be permitted during office hours to inspect their personnel or other files upon request. A log of any person reviewing any particular file will be maintained.

A teacher may request and receive a copy of any materials in any of their files at no cost for the initial copy of said materials. The normal copy fee established by the Board will be assessed for any additional copies.

4. No material of a negative or derogatory nature to a teacher shall be placed in the files of a teacher unless the teacher has had an opportunity to read the material.
 - a. The teacher shall be given the opportunity to acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed.
 - b. Such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its' contents.
 - c. Should the teacher refuse to sign this material, dated signatures of the union representative and the administrator shall be affixed to the document. It is understood that the signatures merely signify that the teacher, in the presence of the union representative, was given the opportunity to read and sign the material before it was included in the teacher's personnel file. The signatures in no way indicate agreement with the content of the material.
 - d. If the employee chooses to respond in writing, he/she shall do so within thirty (30) days, and his/her written response shall be attached to the material to which the teacher is responding. The teacher's response shall remain in the personnel file as long as the material to which it responds is in the file.
 - e. At the teacher's request any material of a negative or derogatory nature shall be removed from the teacher's file after three (3) years provided that there is no evidence of a recurrence of the same type of problem within the three-year period, except for the following:

Personnel materials with substantiated matters of serious offenses for which the school district can be held financially liable (e.g., child safety involving weapons, child abuse, sexual misconduct, etc.) may remain in the official personnel file indefinitely.

6. Evaluation documents or documentation laudatory of the teacher's performance shall not be removed from the file without permission of the teacher.

ARTICLE XII:
COMPENSATION

- A. A teacher shall be given one (1) year's experience credit for any school year (one hundred and twenty [120] day minimum) that the teacher was a certificated employee in any public school in Indiana.
- B. Additional Training: Teachers with fifteen (15) graduate hours beyond the Bachelor's Degree shall receive no less than \$500.00 above their regular schedule. Teachers with ten (10) or more graduate hours beyond the Master's Degree shall receive no less than \$500.00 above the regular schedule; teachers with twenty (20) or more graduate hours beyond the Master's Degree shall receive no less than \$600.00 above the regular schedule; and teachers with thirty (30) or more graduate hours beyond the Master's Degree shall receive no less than \$800.00 above the regular schedule. Eligibility for this additional money above the Master's Degree shall be determined as follows:

All graduate education hours must be taken from an accredited college or university in the teacher's licensed area, and as approved by the Superintendent. Those hours of graduate education work required for the renewal of the teacher's certification shall not need the approval of the Superintendent. Continuing education work (CRUs) must also be approved by the Superintendent using the same criteria as for graduate education hours. Equating CRUs with credit hours will be done in accordance with provisions of the Indiana Professional Standards Board.

Verification of additional hours must be submitted no later than September 15.

Any teacher who has earned hours beyond a Bachelors Degree, and may qualify for a lane change, must have the hours that have been completed prior to September 15, 2002 evaluated and approved by the Superintendent before being placed in the new lane on the salary schedule. Criteria to be used with respect to evaluating the appropriateness of the lane change will include (a.) the necessity of the hours for maintenance of certification and (b.) the relevance of the coursework to the individual's teaching assignment.

- C. Summer School and Other Compensation - Part I

1. Teachers of summer school, adult education, and remediation classes shall be issued a supplemental service contract and shall be paid for each hour of instruction on an hourly rate based on their regular base teacher's contract salary.

2. Courses or programs for which a teacher is reimbursed at this rate shall include any course or program which the Indiana Department of Education has on its list of approved courses for reimbursement. PEPC and the school corporation will make a good faith effort to fulfill enrollment criteria that meet the reimbursement requirements of the Department of Education. If the criteria for reimbursement cannot be met, and the course is offered, teachers of such courses or programs shall be paid in accordance with Subsection (1.) of this Section. The school employer retains the right to determine whether any course or program will be offered.

D. Summer School and Other Compensation - Part II

Teachers of summer school classes other than those which the Indiana Department of Education has on its list of approved courses for reimbursement, or for which a license is not required, receive an hourly base pay as per the current extra curricular salary schedule. Each subsequent year the teacher shall receive the average percent of salary increase gained by the regular teachers' contract added to the previous year's hourly rate. An example of a course offering that would use this pay rate is drivers' education. The parties may specifically designate courses or programs that will receive the rate offered under Section C.

- E. Salary Schedule: Each teacher's salary shall be determined in accordance with the Salary Schedules which are contained herein as Appendix A and Appendix C, and thereby incorporated into this Agreement.
- F. Extra-Curricular Salary Schedule: Each teacher's extra-curricular salary shall be determined in accordance with the schedules which are contained herein as Appendix B and Appendix D, and thereby incorporated into this Agreement.

Any extra-curricular position not filled by a member of the regular teaching staff may be filled by the Board with non-teaching personnel for an amount not to exceed the extra-curricular salary schedule. If an extra-curricular activity is not filled by a member of the regular teaching staff, the Board may elect not to fill the position at all.

- G. The Corporation will pay three percent (3%) of each teacher's contract amount to the Teacher Retirement Fund (TRF) as noted at the bottom of the adopted salary schedule.
- H. At the teacher's option, he/she will receive his/her contracted salary in twenty-one (21) or twenty-six (26) paychecks. Enrollment in and withdrawal from pay options is continuous. Said changes must be made by the individual teacher no later than the Friday preceding the first pay of the contract year, or when a teacher signs his/her individual teacher contract, whichever comes first.
- I. Pay Dates: During years when the twenty-six (26) pays do not occur in twenty-six (26) equal intervals, the extra week without pay shall fall during the month of August.

J. Payroll Deductions:

1. Unless otherwise specified in this agreement, all payroll deductions shall be forwarded to the agency specified by each teacher who has requested such payroll deductions. This includes, but is not limited to direct payroll deposits, portions of payroll, Federation dues, and tax sheltered annuities (TSAs).
 - a. Deductions that can be made by electronic transfer shall be forwarded upon withholding specified amounts from each payroll.
 - b. In those instances where electronic transfer is not an option, deductions shall be forwarded immediately upon withholding from a teacher's paycheck.
2. The process by which annuity providers are to become qualified, the window periods for teacher enrollment, and other provisions related to the process are contained in Appendix E: ANNUITIES, of this Agreement.

K. Summer Paychecks: Summer checks and pay stubs, other than for summer school teachers, shall be mailed, at no cost to the teacher, to the address designated by the teacher.

ARTICLE XIII:
SUMMER SCHOOL POSITIONS

All teachers employed for summer school classes shall be licensed for the subject they are to teach.

Teachers of HS, MS and Elementary Summer Classes shall be chosen from a rotation list from their respective building. Current HS Teachers will be placed on the HS list. Current MS Teachers will be placed on the MS list. Current Elementary Teachers will be placed on the Elementary list. The lists will be based on seniority. HS and MS teachers during the summer of 2006 will begin their lists with the most senior teacher certified in the subject area being employed, if he/she desires the position. All other needed teachers will then be drawn from the next most senior teachers who are appropriately degreed, on the list. Newly employed teachers will always be placed on the bottom of the current list. Elementary teachers during the summer of 2006 will continue their existing list using the order previously established, but deleting those teachers who have been reassigned to the MS. During the second year and each succeeding year, the teachers who have taught the previous year or teachers who voluntarily passed up the assignment, will have their names placed on the bottom of the rotating list. If all available positions in any of the three buildings are not filled using the rotation list from that particular building, available teachers in the Corporation who are not already employed for the summer (and are qualified for the position), will be offered the position based on their place on the rotation list.

No later than March 1 of each year, the teachers who are at the top of the rotating lists shall be notified that potential of summer employment exists.

No later than March 1 of each year, the senior most teachers of proposed High School summer classes will be notified of the potential openings in their department for summer school employment. Additionally, no later than March 1, teachers who are at the top of the Elementary Rotating List shall be notified that the potential for summer employment exists.

Teachers of ENRICHMENT Summer Classes that do not meet during the regular summer school time period will NOT lose their place on the summer school rotations list. These classes are teacher or administrator designed and promoted.

Every effort will be made to finalize summer school hiring and assignments no later than May 1 of the school year.

The only exceptions to the above rules will be in cases like Band and Title I Reading. These classes secure their own funding and shall be staffed by the regular school-year teacher.

ARTICLE XIV: TERM AND GENERAL PROVISIONS

This Agreement shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2009. Necessary language changes based upon federal regulations for 403 (B) accounts will continue through a joint teacher-administration committee and be mutually agreed to by PEPC and the Board, and made part of this agreement in Appendix E. Salary for the second year of the contract will be negotiated during the second year of the contract: August 2008.

- A. Successor Agreement: Between January 1 and February 15 of the final year of this Agreement, the Parties agree to initiate negotiations and discussions for the purpose of entering into an agreement for the ensuing year(s).
1. The Board and the Professional Educators of Porter County agree that neither party shall have control over the selection of the negotiating representatives of the other party, and each party may select its representative from within or without the school district. It is recognized that no final agreement between the Parties may be executed without ratification by the Board and by the teachers, but the parties mutually pledge that representatives selected by each shall be empowered with all necessary authority to make proposals, consider proposals, and or compromise in the course of negotiations, subject only to such ultimate ratification.
 2. During the course of any negotiations, the Parties mutually pledge that such negotiations shall be conducted in good faith. If either party determines that the differences of position are so serious that further negotiations seem unlikely to produce a mutual agreement, either party may invoke the impasse machinery that is provided by Indiana Law.

-
- B. The Parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual agreement of the Parties, properly ratified, in a written Amendment hereto.
- C. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, or become illegal by enactment(s) of the legislature, said provision shall be automatically deleted from this Agreement only to the extent it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted provision. Substitute provisions shall be negotiated promptly and be subject to proper ratification.
- D. Copies of this Agreement shall be printed by the Superintendent, within an agreed time period, after the Agreement is signed. These copies shall be given to the Union for distribution.

This Agreement is so attested to by the parties whose officers and members' signatures appear below.

FOR M.S.D. OF BOONE TOWNSHIP FOR THE PROFESSIONAL EDUCATORS
OF PORTER COUNTY, AFT #4852

By [Signature]
Superintendent, MSD Boone Township

By Wanda Hawter
Negotiating Committee Member, PEPC

By [Signature]
MSD Boone Township

By [Signature]
Negotiating Committee Member, PEPC

By [Signature]
MSD Boone Township

By Joanne L. DeFries
President, PEPC

By [Signature]
MSD Boone Township

By [Signature]
MSD Boone Township

By [Signature]
MSD Boone Township

This Agreement is made and entered into by and between the M.S.D. of Boone Township and the Professional Educators of Porter County, AFT Local 4852.

Dated this 8th day of September, 2009.

APPENDIX A
M.S.D. OF BOONE TOWNSHIP
SALARY SCHEDULE
2009-2010

			BS + 36	BS + 46	BS + 56	BS + 66
Years			or	or	or	or
Exp.	Bachelors	B S + 15	Masters	M S + 10	M S + 20	M S + 30
0	31,152	31,738	33,203	33,786	33,903	34,136
1	31,896	32,481	34,065	34,650	34,767	35,000
2	32,661	33,243	34,940	35,525	35,642	35,875
3	33,445	34,030	35,818	36,403	36,521	36,754
4	34,252	34,836	36,656	37,239	37,357	37,591
5	35,081	35,665	37,630	38,216	38,331	38,566
6	35,940	36,525	38,579	39,163	39,279	39,513
7	36,828	37,413	39,560	40,144	40,259	40,494
8	37,745	38,329	40,579	41,162	41,279	41,512
9	38,689	39,274	41,633	42,219	42,334	42,569
10	39,680	40,264	42,724	43,307	43,425	43,657
11	40,713	41,296	43,851	44,435	44,552	44,786
12	41,806	42,388	45,015	45,600	45,716	45,949
13	42,969	43,555	46,216	46,802	46,917	47,152
14	44,422	45,007	47,453	48,037	48,154	48,387
15	48,208	48,791	48,860	49,310	49,428	49,660
16	48,208	48,791	50,041	50,625	50,744	50,975
17	48,208	48,791	51,424	52,009	52,123	52,360
18	48,208	48,791	52,879	53,464	53,581	53,815
19	48,208	48,791	54,624	55,210	55,328	55,560
20	48,208	48,791	59,488	60,073	60,191	60,422

3% TRF will be paid in addition to the above

APPENDIX B
EXTRA CURRICULAR SALARY SCHEDULE
2009-2010

Position	09-10 Base
Boys Basketball	
Varsity	5,087
J.V.	3,181
C-Team	2,130
Eighth	1,817
Seventh	1,567
Sixth	815
Fifth	815
Fourth	376
Third	376

Girls Basketball	
Varsity	5,087
J.V.	3,181
C-Team	2,130
Eighth	1,817
Seventh	1,567
Sixth	815
Fifth	815
Fourth	376
Third	376

Volleyball	
Girls Varsity	3,127
Girls J.V.	1,610
C-Team	1,134
Boys Varsity	2,211
Boys J.V.	1,334
Girls 8	1,066
Girls 7	1,066

Cross Country	
High School	2,255
Assistant	1,129
Middle School	916
Assistant (Minimum 35)	300

Soccer	
Varsity Boys	2,187
Varsity Girls	2,187
JV Boys	638
JV Girls	638

Position	09-10 Base
Wrestling	
J.V.	1,015
Middle School	812

Baseball	
Varsity	3,171
J.V.	1,506
Middle School	1,034

Softball	
Varsity	3,171
J.V.	1,506

Track	
Boys Varsity	2,304
Boys Assistant	1,152
Girls Varsity	2,304
Girls Assistant	1,152
M.S. Boys	1,089
M.S. Girls	1,089
Maintenance	454

Misc.	
Pep Block	676
Pom Poms	1,468
HS Cheerleaders	1,067
MS Cheerleaders	756
Elem Cheerleaders	252
Band	2,381
Jazz Band	940
HS Choir	1,221
MS Choir	533
A.V. Director	627
HS Student Council	838
HS Student Council	838
MS Student Council	501
Yearbook	1,129
SR BPA	376
JR BPA	299

Prof. Stipends-Hourly	24.00
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Position	09-10 Base
Department Chairs	
Business	380
Science	380
Math	380
English	380
Social Studies	380
Health / P.E.	380

Academic Coaches	
Coordinator - HS	797
Coordinator - Elem.	308
Math	552
Social Studies	552
English	552
Science	552
Fine Arts	552
Interdisciplinary	552

Misc.	
Drama Club	1,881
MS Drama Club	1,001
National Honor Society	542
Jr. National Honor Society	189
Science Club	189
HS SADD	189
MS SADD	189
German Club	189
Spanish Club	189
HHEC	189
Jr. Class Prom Sponsor	689
Art Club	189
HS Spell bowl	527
MS Spell Bowl	381
Elem Spell Bowl	307
Elem Art Club	187
Science Fair -Hourly	19.89
ES Science Fair -Hourly	19.89
Olympiad -Hourly	19.89
Drivers Ed. -Hourly	28.49

Elem Athletic Coord.	1,110
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3% TRF will be paid in addition to the above

APPENDIX C
M.S.D. OF BOONE TOWNSHIP
SALARY SCHEDULE
2010-2011

Years Exp.	Bachelors	B S + 15	BS + 36	BS + 46	BS + 56	BS + 66
			or Masters	or M S + 10	or M S + 20	or M S + 30
0	31,464	32,055	33,535	34,124	34,242	34,477
1	32,215	32,806	34,406	34,997	35,115	35,350
2	32,988	33,575	35,289	35,880	35,998	36,234
3	33,779	34,370	36,176	36,767	36,886	37,122
4	34,595	35,184	37,023	37,611	37,731	37,967
5	35,432	36,022	38,006	38,598	38,714	38,952
6	36,299	36,890	38,965	39,555	39,672	39,908
7	37,196	37,787	39,956	40,545	40,662	40,899
8	38,122	38,712	40,985	41,574	41,692	41,927
9	39,076	39,667	42,049	42,641	42,757	42,995
10	40,077	40,667	43,151	43,740	43,859	44,094
11	41,120	41,709	44,290	44,879	44,998	45,234
12	42,224	42,812	45,465	46,056	46,173	46,408
13	43,399	43,991	46,678	47,270	47,386	47,624
14	44,866	45,457	47,928	48,517	48,636	48,871
15	48,690	49,279	49,349	49,803	49,922	50,157
16	48,690	49,279	50,541	51,131	51,251	51,485
17	48,690	49,279	51,938	52,529	52,644	52,884
18	48,690	49,279	53,408	53,999	54,117	54,353
19	48,690	49,279	55,170	55,762	55,881	56,116
20	48,690	49,279	60,083	60,674	60,793	61,026

3% TRF will be paid in addition to the above

**APPENDIX D
EXTRA CURRICULAR SALARY SCHEDULE
2010-2011**

Position	10-11 Base
Boys Basketball	
Varsity	5,138
J.V.	3,213
C-Team	2,151
Eighth	1,835
Seventh	1,583
Sixth	823
Fifth	823
Fourth	380
Third	380

Girls Basketball	
Varsity	5,138
J.V.	3,213
C-Team	2,151
Eighth	1,835
Seventh	1,583
Sixth	823
Fifth	823
Fourth	380
Third	380

Volleyball	
Girls Varsity	3,158
Girls J.V.	1,626
C-Team	1,145
Boys Varsity	2,233
Boys J.V.	1,347
Girls 8	1,077
Girls 7	1,077

Cross Country	
High School	2,278
Assistant	1,140
Middle School	925
Assistant (Minimum 35)	303

Soccer	
Varsity Boys	2,209
Varsity Girls	2,209
JV Boys	644
JV Girls	644

Position	10-11 Base
Wrestling	
J.V.	1,025
Middle School	820

Baseball	
Varsity	3,203
J.V.	1,521
Middle School	1,045

Softball	
Varsity	3,203
J.V.	1,521

Track	
Boys Varsity	2,327
Boys Assistant	1,164
Girls Varsity	2,327
Girls Assistant	1,164
M.S. Boys	1,100
M.S. Girls	1,100
Maintenance	459

Misc.	
Pep Block	683
Pom Poms	1,483
HS Cheerleaders	1,078
MS Cheerleaders	764
Elem Cheerleaders	255
Band	2,405
Jazz Band	949
HS Choir	1,233
MS Choir	538
A.V. Director	633
HS Student Council	846
HS Student Council	846
MS Student Council	506
Yearbook	1,140
SR BPA	380
JR BPA	302

Prof. Stipends-Hourly	24.00
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Position	10-11 Base
Department Chairs	
Business	384
Science	384
Math	384
English	384
Social Studies	384
Health / P.E.	384

Academic Coaches	
Coordinator - HS	805
Coordinator - Elem.	311
Math	558
Social Studies	558
English	558
Science	558
Fine Arts	558
Interdisciplinary	558

Misc.	
Drama Club	1,900
MS Drama Club	1,011
National Honor Society	547
Jr. National Honor Society	191
Science Club	191
HS Sadd	191
MS Sadd	191
German Club	191
Spanish Club	191
HHEC	191
Jr. Class Prom Sponsor	696
Art Club	191
HS Spell bowl	532
MS Spell Bowl	385
Elem Spell Bowl	310
Elem Art Club	189
Science Fair -Hourly	20.09
ES Science Fair -Hourly	20.09
Olympiad -Hourly	20.09
Drivers Ed. -Hourly	28.77

Elem Athletic Coord.	1,121
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3% TRF will be paid in addition to the above

APPENDIX E

Employee Contributed 403b Tax Sheltered Annuities

Under new IRS regulations governing tax shelter programs for public entities that will become effective January 1, 2009, MSD of Boone Township will take the following measures to insure compliance with regulations and to insure due diligence in maintaining investment outlets for those employees electing to participate in 403b offerings:

1. A consultant will review all vendor companies currently receiving 403b deposits from MSD of Boone Township in behalf of eligible employees. A Request for Proposal (RFP) will be sent to all current vendors and other qualified vendors to determine what programs will be used in the future.
2. Because of the new compliance regulations, which include limits testing and threshold monitoring, MSD of Boone Township will seek to outsource compliance responsibilities to a vendor or third party administrator to assure that record keeping and IRS regulations are correctly and fully administered.
3. MSD of Boone Township will offer 403b access to all eligible employees on a universal basis and assure that salary reductions elected by those employees are sent to the vendor of choice for investment. The corporation will also require the approved vendor(s) to provide "hold harmless" agreements to the corporation and to meet, at least on an annual basis, with the corporation and its designees to monitor and review the investment portfolio being offered to employees.
4. In accordance with the new regulations, MSD of Boone Township will create a Plan Document that outlines all provisions of the 403b process and required regulations, and names the "approved" vendor(s) to which all employee deposits will be sent following the selected date for the new contract arrangement. In the future, if multiple vendors are approved, the only transfers of funds that may occur will be between those named in the Plan Document.
5. Employees who currently have invested funds with vendors who do not end up as "approved" in the Plan Document will not be required to transfer their funds to the new vendor(s).
6. The corporation will continue to offer two enrollment opportunities each year. One during a two week period during the month of September and another in January. It is during this period that an eligible participant may begin a wage assignment to the approved vendor, or adjust the amount of deposit currently being made, or stop any current deposit. Wage assignment to a vendor may also be terminated at any time by notifying the corporation in writing.

7. It is during the enrollment opportunities outlined in point #6 that the selected vendor(s) will be on hand to assist with questions, changes and new implementations.

**APPENDIX F:
FAMILY MEDICAL LEAVE ACT**

- A. Leave Entitlement. An unpaid leave of absence for a period of up to twelve (12) weeks will be granted to an employee for the following purposes:
1. For the birth or the placement of a son or daughter with the employee for adoption or foster care. Such leave must be taken within the twelve (12) months following the date of the birth, adoption, or placement.
 2. For a serious health condition of the employee which makes him or her unable to perform the duties or his or her job.
 3. To care for the employee's spouse, son, daughter, or parent who has a serious health condition.
 - a. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility or involves continuing treatment by a health care provider.
 4. An employee must have worked for the school corporation for at least twelve (12) months before the leave begins.
 5. The corporation may require medical certification in accordance with the FMLA with respect to the various reasons for the leave, the current medical status, or for ability to return from leave.
 6. A teacher must give thirty (30) days notice of intent to take a leave under this provision when the leave is foreseeable.
 7. When the leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, it is expected that the employee will make a reasonable effort to schedule treatment so as not to unduly disrupt the educational process.
 8. Spouses employed by the school corporation are jointly entitled to a combined total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:
 - a. For the birth or placement of a child for adoption or foster care.
 - b. To care for an immediate family member with a serious health condition.
 - c. To take medical leave when the employee is unable to work because of a serious health condition.

Provided, however, that this section shall not prevent the spouse of a teacher who has already taken the twelve (12) week allotment from using unpaid leave for these purposes. If one of the dual employed spouses remains in active employment during this period, the insurance premium benefits shall continue.

- B. Intermittent Leave and Reduced Schedule Leave. Up to twelve (12) weeks of leave in a year may be taken on an intermittent or reduced schedule for the following reasons: 1) For a serious health condition of the employee which makes him or her unable to perform the duties of his or her job. 2) To care for the employee's spouse, son, daughter, or parent who has a serious health condition.
1. Intermittent Leave is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time.
 2. A reduced schedule leave is a leave schedule that reduces an employee's usual number of working hours per work week or hours per work day.
 3. The Corporation may limit leave increments to the shortest period of time that the employer's payroll system uses to account for absences or use of leave.
 4. In the case of intermittent leave that is foreseeable, where the employee would be on leave for greater than twenty (20) percent of the total number of working days in the period during which the leave would extend, the Corporation may require that such employee elect either of the following:
 - a. To take the leave for periods of a particular duration, not to exceed the duration of the planned medical treatment and recovery; or
 - b. To transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.
- C. Benefits of FMLA Leave.
1. An eligible employee on FMLA Leave shall maintain health insurance benefits on the same basis as if the employee was an active employee for the period of the leave up to twelve (12) weeks.
 2. An eligible employee granted leave shall not lose any benefits accrued prior to the date of the leave.

3. Employees shall have the option of integrating accrued paid leave during the terms of the FMLA Leave.

D. Return from FMLA Leave.

1. A teacher who fails to return to work at the end of a leave period shall be required to pay all premiums paid by the Corporation for the teacher during the duration of the FMLA leave unless the teacher does not return to work due to:
 - a. the continuation, recurrence or onset of a serious health condition,
or
 - b. other circumstances beyond the control of the employee.
2. If the teacher's leave commences more than five (5) weeks before the end of the academic term (semester), the Corporation may require the teacher to continue on leave until the end of the term if the leave is at least three (3) weeks in duration and the teacher's return would occur during the three (3) weeks prior to the end of the term.
3. If the teacher's leave commences more than five (5) weeks before the end of the term, the Corporation may require the teacher to continue taking leave until the end of the term if the leave is for more than two (2) weeks in duration and the teacher's return would occur during the two (2) week period before the end of the school term.
4. If the teacher's leave begins in less than three (3) weeks before the end of the term, the Corporation may require the teacher to continue on leave to the end of the term if the duration of the leave is more than five (5) working days.
5. After the teacher's return from FMLA leave, the teacher shall be reinstated to the same or equivalent position the employee held before the leave.

APPENDIX G TEACHER EVALUATION AND PROCEDURES FORM

THE EVALUATION INSTRUMENT TOOL USED BY ADMINISTRATORS TO
EVALUATE TEACHER PERFORMANCE WILL BE APPROVED BY PEPC AND
THE MSD OF BOONE TOWNSHIP BOARD OF SCHOOL TRUSTEES.

Evaluation Procedure

- A. Non-Permanent and Semi-Permanent Teachers (1-2 Years)
1. Two prearranged narrative observations by the principal and or asst. principal (one per semester). Dates and times of observations will be listed on a separate form and signed by the teacher and principal.
 2. Two formal summary checklists (one per semester)
 3. 1st year teacher no Personal Improvement Plan
 4. 2nd year teacher – Personal Improvement Plan (given on the first day of school and turned in by October 1)
 5. Personal Improvement Plan completed by May 1 and discussed with administrator
 6. During orientation, evaluative procedures will be discussed

Non-permanent teachers shall be given assistance throughout the year to improve their teaching skills. The assistance shall come from the building principal and teacher mentor who will assist the non-permanent teacher to develop improvement objectives, if necessary, within a specified time.

- B. Semi-Permanent Teacher (3-5 Years)
1. Two prearranged narrative observations by the principal and/or asst. principal (one per semester). Dates and times of observations will be listed on a separate form and signed by the teacher and principal.
 2. One formal summary checklist
 3. Personal Improvement Plan (given on the first day of school and turned in by October 1)
 4. Either a principal, asst. principal or a teacher may request a meeting prior to October 15th to discuss Personal Improvement Plan
 5. Personal Improvement Plan completed by May 1, and discussed with principal or asst. principal.
 6. During orientation, evaluative procedures will be discussed
- C. No written observations for any teacher shall be done the week prior to winter vacation or spring vacation.
- D. Permanent Teachers (6 Years)
1. Formal summary checklist by the principal every 4th year
 2. Personal Improvement Plan (given on the first day of school and turned in by October 1)

3. Either a principal, asst. principal or a teacher may request a meeting prior to October 15th to discuss Personal Improvement Plan.
4. Personal Improvement Plan completed by May 1 and discussed with principal or asst. principal
5. Summative appraisal or narrative may also be done at the discretion of the principal or by a teacher's request
6. During orientation, evaluative procedures will be discussed

Each unsatisfactory mark listed on the evaluation instrument will be supported by an explanation and a plan for improvement developed jointly by the principal and teacher to be completed within a reasonable timeline.

**MSD of Boone Township
Teacher Evaluation Form**

Teacher: _____ Date: _____

Teaching Assignment: _____

Skill Levels:

1. Unsatisfactory: does not exhibit adequate skill, needs improvement
2. Proficient: demonstrates skill and competency
3. Exemplary: performance is commendable

1.0 Planning and Preparation

1.1 Develops instruction that is aligned with state and local proficiencies and standards.	1	2	3
1.2 Planning is developed using student data to formulate goals, objectives, and strategies.	1	2	3
1.3 Preparation utilizes accurate knowledge of subject area.	1	2	3
1.4 Educator plans instructional strategies suggested by research, observation and discovery.	1	2	3
1.5 Plans for the use of available resources in development of instruction.	1	2	3
1.6 Plans assessment techniques to measure student learning.	1	2	3
1.7 Daily and long range planning is evident at least five days in advance.	1	2	3
1.8 Collaboration with other educators is commonplace.	1	2	3

2.0 Instructional Delivery

2.1 Communicates learning outcomes to students.	1	2	3
2.2 Utilizes research-based pedagogies that address a range of cognitive levels (ex: cooperative learning, inclusion, student facilitation, inquiry-based learning, multiple intelligences, etc.)	1	2	3
2.3 Engages students through a variety of instructional techniques (ex: lecture, demonstration, dialogue, discovery, problem solving, higher order questioning as in Bloom's Taxonomy, etc.)	1	2	3
2.4 Utilizes technology as a resource when applicable.	1	2	3
2.5 Attempts to incorporate a connection to students' life interests and experiences.	1	2	3
2.6 Demonstrates flexibility and responsiveness in adjusting instructional delivery.	1	2	3
2.7 Instructional time is maximized by effective and efficient use of time.	1	2	3
2.8 Attempts to meet needs of students and makes necessary accommodations.	1	2	3

**MSD of Boone Township
Teacher Evaluation Form**

3.0 Monitoring Student Learning

3.1 Checks for understanding and elicits questions.	1	2	3
3.2 Affirms correct responses and praises specific behaviors.	1	2	3
3.3 Clarifies, elaborates and re-teaches in order to aid learning.	1	2	3
3.4 Maintains accurate and meaningful records.	1	2	3
3.5 Provides substantive, timely, and constructive feedback to students.	1	2	3
3.6 Utilizes a range of assessments to evaluate student performance.	1	2	3
3.7 Communicates with parents/guardians and families effectively.	1	2	3

4.0 Classroom Management

4.1 Creates a climate that encourages self-engagement, self-regulation, and mutual respect.	1	2	3
4.2 Establishes, models and maintains standards of responsible student behavior.	1	2	3
4.3 Organizes a physically safe environment with easily identified safety procedures.	1	2	3
4.4 Maintains routines for handling of materials, school equipment and supplies.	1	2	3
4.5 Standards of conduct are clear to all students and are communicated in written and verbal form.	1	2	3
4.6 Systems for performing non-instructional duties are well established.	1	2	3

5.0 Professionalism

5.1 Follows corporation policies and procedures.	1	2	3
5.2 Demonstrates professional and ethical conduct towards students and parents/guardians.	1	2	3
5.3 Treats confidential information about students, staff, and school affairs discreetly.	1	2	3
5.4 Maintains a working rapport with corporation employees and staff.	1	2	3
5.5 Identifies and implements professional improvement goals and strategies.	1	2	3
5.6 Exhibits professional appearance with work appropriate attire and basic hygiene.	1	2	3
5.7 Is punctual for school, classes and scheduled meetings.	1	2	3
5.8 Demonstrates command of spelling, grammar and vocabulary skills.	1	2	3

Comments by Evaluator:

**MSD of Boone Township
Teacher Evaluation Form**

A conference occurred between the teacher and the administrator on (date) _____ at (time) _____ concerning this evaluation. The signature below does not mean agreement with the evaluator, but that the conference did occur. Teachers have the right to file a written addendum in their personal file to any or all parts of this evaluation. A copy of this form shall be given to the teacher within five (5) school days after the teacher/administrator conference. The evaluation form is to be a constructive device and not for purposes of intimidation.

Teacher

Date

Administrator

Date

**APPENDIX H
GRIEVANCE PROCEDURE FORM**

GRIEVANCE TRACKING

Grievance # _____ Grievant _____

Union Representative _____

Union Representative investigates alleged grievance with Grievant _____
Date _____

Complete the Grievance Form - Basic Information
Determine follow through based on merit of grievance.

Informal discussion with Administrator (ARTICLE V, C) _____
Date _____

Level I Grievance - Administrator (ARTICLE V, E)

Date filed _____

Date/Time of hearing _____
(Must be within 5 school days of filing)

Date of written disposition _____
(Must be within 5 school days of filing)

Level II Grievance - Superintendent (ARTICLE V, F)

Date filed _____

Date/Time of hearing _____
(Must be within 5 school days of filing)

Date of written disposition _____
(Must be within 5 school days of filing)

Level III Grievance - School Board (ARTICLE V, G)

Date filed _____

Date/Time of hearing _____
(Must be within 15 school days of filing)

Date of written disposition _____
(Must be within 5 school days of filing)

**APPENDIX H
GRIEVANCE PROCEDURE FORM**

Grievance Form - Basic Information

Professional Educators of Porter County
AFT Local #4853

A. _____
Grievance # (i.e. 1998-1, 1998-2, etc.)

B. _____
Grievant's Name

C. _____
Date(s) cause of grievance occurred

D. Statement of Grievance:

Use reverse side if necessary

E. Policy, approved rules, regulations, or article of agreement of which there has been a violation, misinterpretation, misapplication.

F. Relief sought (remedy):

Signature of Grievant

Signature of PEPC Representative

Date

Date

APPENDIX H
GRIEVANCE PROCEDURE FORM
Informal Level Grievance Report
(to be completed by PEPC)

A. _____
Date/Time of informal meeting

B. Persons attending informal meeting _____

C. Results of meeting:

Signature of Grievant

Signature of PEPC Representative

Date

Date

_____ Grievance resolved, or

_____ Grievance to proceed to Formal Level I

**APPENDIX H
GRIEVANCE PROCEDURE FORM**

Formal Grievance - Level I

This form is to be submitted along with the
Grievance Form - Basic Information

(To be completed by administrator if other than the superintendent)

A. _____
Date/Time written formal grievance filed

B. _____
Date/Time of formal meeting

C. Persons attending formal meeting:

D. Disposition of grievance by said administrator:

Date of Written Disposition

Signature of Grievant

Date

Signature of said administrator

Date

Signature of PEPC Representative

Date

If grievance is resolved at this level, attach the GRIEVANCE RESOLUTION AGREEMENT.

**APPENDIX H
GRIEVANCE PROCEDURE FORM**

Grievance Resolution Agreement

Grievance # _____

Grievant _____

Date of Level I
Filing _____

Subject of
Grievance _____

It is agreed by the parties that Grievance # _____ shall be resolved in the following manner:

For the Corporation

For PEPC

Date

Date

APPENDIX I:
BUYOUT AGREEMENT OF ARTICLE X (prior to July 1, 2004)

This Contract entered into this 8th day of June, 2004, by and between the Board of School Trustees of the M.S.D. of Boone Township, hereinafter called the "School Employer" or "School Corporation", and the Professional Educators of Porter County / AFT 4852, hereinafter called the "Exclusive Representative," "PEPC," or the "Union".

Whereas, the School Employer and the Exclusive Representative agreed to a new collective bargaining agreement (hereinafter the "CBA") on the 12th day of October, 2004 with the understanding that they would consider the substitution of benefits (hereinafter the "Annuity Benefit") in lieu of the retirement benefits described in Article X.A and B, of the CBA, and

Whereas, the parties have reached an agreement with respect to said substitution.

NOW THEREFORE, the School Employer and the Exclusive Representative hereby agree that Article X "Retirement and Severance" in the CBA is of no further force or effect and shall not apply to any teacher retiring or severing employment with the School Corporation on or after July 1, 2004. However, those teachers who retired employment from the Corporation before July 1, 2004 shall be eligible to receive the retirement benefits under the Retirement and Severance Pay as described in Article X of the status quo contract dated July 2002 – June 2003.

A. Elimination of benefits under Article X of the CBA.

In lieu of (but in no event in addition to) the benefits described in the CBA under Article IX A., upon retirement/severance from M.S.D. of Boone Township the teacher must meet both of the following requirements in order to be entitled to the Retirement Annuity Benefit:

1. In the fiscal year (July 1 through June 30) of the teacher's retirement, the retiring teacher must be at least fifty-five (55) years of age.
2. Immediately prior to retirement, the teacher must have completed not less than ten (10) years of service to the M.S.D. of Boone Township.

B. Buy-Out Contributions

401(a) Plan

The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan"). Once the total sum of the amount calculated by Educational Services Company (ESC) as the present value for Retirement and Severance Pay less FICA amounts (the "Buy-Out Amount") has

been determined, 100% of that amount shall then be contributed by the School Corporation to the 401(a) Plan. The School Corporation and Union shall select the single investment vendor for the 401(a) Plan, except that the following shall apply:

1. **Account.** Each teacher will have an account established for receipt of the initial annuity amount for the Retirement and Severance amount. Contributions to the 401(a) Plan will be deposited in due course into each teacher's account, and each teacher may direct how his or her account shall be invested among the available investment options.
2. **Vesting.** Until such time that a teacher has satisfied the eligibility requirements, the teacher shall have no right to or access to the assets held for his or her benefit in the 401(a) Plan accounts.
3. **Distributions.** Following retirement/severance and the satisfaction of the requirements, a retired teacher may elect to take distributions from his or her 401(a) Plan account. Following retirement/severance and the satisfaction of the requirements, a teacher shall be responsible for managing this account in accordance with section 401(a) of the Code. If a teacher shall die after having satisfied the vesting requirements, the deceased teacher's 401(a) Plan account(s) shall be distributed to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from their 401(a) Plan account(s).
4. **Costs.** The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. However, to the extent allowed by applicable law, the School Corporation shall be reimbursed for its reasonable expenses incurred in the administration of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the 401(a) Plan assets held either in the separate accounts of the teachers or otherwise under the 401(a) Plan in a reasonable manner as determined by the School Corporations.
5. **Additional Plans.** The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan.

Full Time Equivalent Employees

(p) P

FTE	2013 - 2014	2012-2013	2011-2012	2010-2011	2009-2010
Teachers	62	67.5	69	67.5	67.5
Administrators	4	4	4	4	4
Superintendent Secretary	1	1	1	1	1
Corporation Treasurer	1	1	1	1	1
Accounting/Deputy Treasurer	1	1	1	1	1
Building Treasurers/Secretaries	4	4	4	4	4
Athletic Secretary	0.5	0.5	0.5	0.5	0.5
Prime Time Aides	9	9	12.5	12	14
Technology/Data Coordinator	2	2	2	2	1
Technology Aide	1	1	1	1	1
Suspension Supervisor	1	1	1	1	1
RTI Aide	1	1	1	1	1
Title I Aide	1	1	1	1	1
Librarian/Certified	1	1	1	1	1
Librarian/Non-Cert.	2	2	2	2	2
Nurse	1	1	1	1	1
Maintenance /Custodians	12	12	12	12	12
TOTAL FTE:	104.5	110	115	113	114

BIANNUAL FINANCIAL REPORT
Summary of Receipts and Expenditures

Fund	Cash Balance Beginning Jan 1, 2013	DOE Cash Balance Beginning Jan 1, 2013	Receipts Jan 1, 2013 Jun 30, 2013	Receipt Exceptions and Plus Adjustment	Expenditures Jan 1, 2013 Jun 30, 2013	Expenditure Exceptions and Minus Adjustment	Cash Balance Ending Jun 30, 2013	Actual Cash Balance
100	-130,957.90	-130,957.90	3,296,424.35	0.00	3,592,858.79	0.00	-427,392.34	
200	1,061,298.40	1,061,298.40	1,519,170.54	1,050,000.00	1,429,798.14	0.00	2,200,670.80	
250	71,729.06	71,729.06	56,072.45	55,000.00	66,083.25	0.00	116,718.26	
350	357,762.48	357,762.48	381,318.00	235,000.00	442,195.63	0.00	531,884.85	
410	346,757.78	346,757.78	328,019.23	200,000.00	265,659.11	75,000.00	534,117.90	
420	105,989.53	105,989.53	58,285.84	0.00	0.00	75,000.00	89,275.37	
610	0.21	0.21	0.00	150,000.00	0.00	0.00	150,000.21	
800	41,743.44	41,743.44	273,210.31	0.00	250,224.19	0.00	64,729.56	
900	137,310.27	137,310.27	123,255.79	0.00	98,736.07	0.00	161,829.99	
1880	7,734.58	7,734.58	18.75	0.00	0.00	0.00	7,753.33	
1990	2,000.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	
2000	662.05	662.05	0.00	0.00	340.83	0.00	321.22	
2901	478.14	478.14	700.00	0.00	700.00	0.00	478.14	
3110	1,237.71	1,237.71	28,763.00	0.00	6,104.10	0.00	23,896.61	
3190	2,304.41	2,304.41	58,851.69	0.00	53,870.30	0.00	7,285.80	
3710	322.25	322.25	0.00	0.00	0.00	0.00	322.25	
3720	10,756.20	10,756.20	4,140.90	0.00	0.00	0.00	14,897.10	
3900	2,286.99	2,286.99	3,800.00	0.00	1,440.00	0.00	4,646.99	
3901	-24,984.09	-24,984.09	24,984.09	0.00	0.00	0.00	0.00	
3954	30,000.00	30,000.00	0.00	0.00	15,384.72	0.00	14,615.28	
4120	-201.24	-201.24	0.00	0.00	0.00	0.00	-201.24	
4160	1,304.66	1,304.66	21,361.63	0.00	48,866.72	0.00	-26,200.43	
6840	-11,069.07	-11,069.07	26,418.76	0.00	18,297.63	0.00	-2,947.94	
6880	127.40	127.40	0.00	0.00	0.00	0.00	127.40	
7951	905.87	905.87	0.00	0.00	0.00	0.00	905.87	
7953	6,495.18	6,495.18	0.00	0.00	0.00	0.00	6,495.18	
Total	2,021,994.31	2,021,994.31	6,204,795.33	1,690,000.00	6,290,559.48	150,000.00	3,476,230.16	

CALENDAR FINANCIAL REPORT
Summary of Receipts and Expenditures by Fund
January 1 to December 31, 2012

Fund	Cash Balance January 1, 2012	DOE Cash Balance January 1, 2012	Receipts January 1, 2012 December 31, 2012	Receipt Exceptions and Plus Adjustment	Expenditures January 1, 2012 December 31, 2012	Expenditure Exceptions and Minus Adjustment	Cash Balance December 31, 2012
0100	156,622.59	156,622.59	6,712,737.20	4,454.84	7,004,772.53	0.00	-130,957.90
0200	1,052,471.81	1,052,471.81	2,837,830.08	1,100,000.00	2,829,003.49	1,100,000.00	1,061,298.40
0250	51,919.04	51,919.04	144,478.52	65,000.00	124,668.50	65,000.00	71,729.06
0350	540,854.31	540,854.31	576,516.81	277,515.79	629,608.64	407,515.79	357,762.48
0410	246,119.86	246,119.86	503,150.32	200,000.00	402,512.40	200,000.00	346,757.78
0420	201,483.13	201,483.13	63,955.40	0.00	159,449.00	0.00	105,989.53
0610	271,400.46	271,400.46	0.00	130,000.00	401,400.25	0.00	0.21
0720	10,022.85	10,022.85	0.00	0.00	10,022.85	0.00	0.00
0730	-811.00	-811.00	1,970.62	2,515.79	3,675.41	0.00	0.00
0800	62,286.61	62,286.61	452,983.43	0.00	473,526.60	0.00	41,743.44
0900	22,316.19	22,316.19	282,901.92	0.00	167,907.84	0.00	137,510.27
1850	7,622.08	7,622.08	112.50	0.00	0.00	0.00	7,734.58
1920	26.25	26.25	0.00	0.00	0.00	26.25	0.00
1930	2,000.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00
1940	38.86	38.86	0.00	0.00	0.00	38.86	0.00
1950	0.00	0.00	7,500.00	0.00	7,500.00	0.00	0.00
2000	244.72	244.72	900.00	0.00	482.67	0.00	662.05
2900	2.02	2.02	0.00	0.00	0.00	2.02	0.00
2901	0.00	0.00	5,221.90	0.00	4,743.76	0.00	478.14
3110	1,442.71	1,442.71	28,499.99	0.00	28,704.99	0.00	1,237.71
3190	2,115.41	2,115.41	105,289.89	0.00	105,100.89	0.00	2,304.41
3710	322.25	322.25	0.00	0.00	0.00	0.00	322.25
3720	4,756.20	4,756.20	6,000.00	0.00	0.00	0.00	10,756.20
3900	2,341.80	2,341.80	0.00	0.00	54.81	0.00	2,286.99
3901	0.00	0.00	0.00	0.00	24,984.09	0.00	-24,984.09
3954	0.00	0.00	30,000.00	0.00	0.00	0.00	30,000.00
4120	-201.24	-201.24	0.00	0.00	0.00	0.00	-201.24
4150	-10,037.86	-10,037.86	55,625.53	0.00	45,587.67	0.00	0.00
4160	0.00	0.00	32,941.24	0.00	31,636.58	0.00	1,304.66

CALENDAR FINANCIAL REPORT
Summary of Receipts and Expenditures by Fund
January 1 to December 31, 2012

Fund	Cash Balance January 1, 2012	DOE Cash Balance January 1, 2012	Receipts January 1, 2012 December 31, 2012	Receipts Exceptions and Plus Adjustment	Expenditures January 1, 2012 December 31, 2012	Expenditure Exceptions and Minus Adjustment	Cash Balance December 31, 2012
4230	12.73	12.73	0.00	0.00	0.00	12.73	0.00
4240	18.49	18.49	0.00	0.00	0.00	18.49	0.00
6840	-4,433.07	-4,433.07	25,388.52	0.00	32,024.52	0.00	-11,069.07
6880	127.40	127.40	0.00	0.00	0.00	0.00	127.40
7951	905.87	905.87	0.00	0.00	0.00	0.00	905.87
7953	6,495.18	6,495.18	0.00	0.00	0.00	0.00	6,495.18
7965	0.00	0.00	4,356.49	0.00	0.00	4,356.49	0.00
Total	2,628,485.65	2,628,485.65	11,878,360.36	1,779,486.42	12,487,367.49	1,776,970.63	2,021,994.31