

OLD NATIONAL TRAIL SPECIAL SERVICES INTERLOCAL

PROFESSIONAL CONTRACT

FOR THE

SCHOOL YEAR OF

2019-2020

PROFESSIONAL CONTRACT

BETWEEN

THE BOARD OF OLD NATIONAL TRAIL SPECIAL SERVICES INTERLOCAL

AND

OLD NATIONAL TRAIL PROFESSIONAL ASSOCIATION

THIS PROFESSIONAL CONTRACT ENTERED INTO THIS DAY OF NOVEMBER 13, 2018, BY AND BETWEEN THE BOARD OF OLD NATIONAL TRAIL SPECIAL SERVICES INTERLOCAL, HEREINAFTER CALLED THE "BOARD" AND THE OLD NATIONAL TRAIL PROFESSIONAL ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION," AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION.

WITNESSETH:

WHEREAS The Board and the Association recognize and declare that providing quality education for the children of Old National Trail Special Services Interlocal is their mutual aim, and

WHEREAS The Board and its designated representatives have met with representatives of the Association and entered into extended deliberate negotiations concerning wages and other mandatory subjects of bargaining pursuant to IC 20-29, it is hereby agreed as follows:

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>	<u>SUBJECT</u>
ARTICLE I	4	RECOGNITION
ARTICLE II	5	EFFECT OF AGREEMENT
ARTICLE III	6	SICK LEAVE
ARTICLE IV	9	LEAVES OF ABSENCE
ARTICLE V	12	COMPENSATION AND EXPENSES
ARTICLE VI	16	RETIREMENT PAY
ARTICLE VII	18	FRINGE BENEFITS—INSURANCE
ARTICLE VIII	20	FRINGE BENEFITS—NON-INSURANCE
ARTICLE IX	21	JOB SHARING
ARTICLE X	21	GRIEVANCE PROCEDURE
ARTICLE XI	23	MANAGEMENT RIGHTS
ARTICLE XII	24	TERMS OF AGREEMENT
APPENDIX A1	25	TEACHER, PSYCHOLOGIST, EDUCATIONAL COORDINATOR, SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE
APPENDIX A2	26	SPEECH LANGUAGE PATHOLOGIST ASSISTANT SALARY SCHEDULE
APPENDIX A3	27	THERAPIST AND THERAPIST ASSISTANT SALARY SCHEDULE
APPENDIX A4	28	EXTRA CURRICULAR PAY SCHEDULE
APPENDIX B	29	GRIEVANCE REPORT FORM
APPENDIX C	32	ANCILLARY DUTIES/STIPENDS

## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative of all teachers in the Interlocal. The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of this Agreement.

#### B. Definitions

1. The term "teacher" when used in this agreement shall refer to all full-time certificated employees, as defined by Indiana Code, employed by the governing body of Old National Trail Special Services Interlocal, excluding:

A. Executive Director; and

B. Directors;

2. The term "Board" and "Association" shall include authorized officers, representatives, and agents.

3. The term "Interlocal" when used in the contract, shall refer to the Old National Trail Special Services Interlocal.

4. The term "emergency," when used in this contract, shall refer to a condition or situation which could not have been anticipated under normal circumstances.

5. When references are made to male teachers in this Contract, it shall also include female teachers.

6. The term "day," when used in this contract, shall refer to school days as per the adopted school calendar during the school year and shall refer to a weekday when school is not in session.

## ARTICLE II

### EFFECT OF AGREEMENT

- A. This Agreement supersedes and cancels all previous Agreements, whether verbal or written, between the parties as well as any alleged past practices of the Interlocal, and this Agreement constitutes the entire Agreement between the parties. This Agreement also supersedes any rules, regulations, policies, or practice of the Board which are contradictory or inconsistent with the terms of this Agreement.
- B. If any provision of this Contract or any application of this Contract to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction or the Indiana Education Employment Relations Board, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The rights and privileges of the Association, acting as the representative of Teachers, as set forth in this Contract, shall be granted only to the Association for the term of this Contract.
- D. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to the negotiable items and that the understandings and agreements arrived at by parties, after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they have signed this Agreement. The parties may, by mutual consent, open the Contract to renegotiate any provision(s) contained in this Agreement or to add to the Agreement.

ARTICLE III  
SICK LEAVE

- A. Sick Leave, to be used for personal illness, shall be credited annually to each teacher on the first (1<sup>st</sup>) day of his employment as follows:
1. Ten (10) days each school year.
  2. Sick leave days not used during the school year shall be allowed to accumulate to a maximum of ninety (90) sick days. Unused sick days above the 90 day maximum shall be paid into the individual teacher's 401(a) plan at the end of each school year at the rate of seventy dollars (\$70) per day.
    - a. During 2019-2020, the Interlocal shall buy back from any employee with more than 90 sick days, all days exceeding 90 days at seventy dollars (\$70) per day.
  3. Sick leave days shall be transferable from the immediately previous school corporation after the first (1<sup>st</sup>) year of employment in the Interlocal at the rate of three (3) days leave per year until accumulation is exhausted.
  4. Any teacher working a contract less than 175 days shall have sick days pro-rated.
  5. Subject to notification made two (2) days prior to such leave (except in cases of emergency). Teachers may use one-half (1/2) day per semester of sick leave in multiples of one (1) hour. The one-half (1/2) day shall entitle a teacher to four (4) such one (1) hour leaves. If a teacher uses one (1) of the one (1) hour leaves, one-half (1/2) day of Sick Leave shall be charged against the teacher immediately. The remaining one (1) hour multiples may be used during the semester, but they will neither carry over to the next semester nor will they accumulate as partial days of Sick Leave.
- B. Sick leave days, accumulated by a teacher prior to a leave of absence and not used during the leave, shall be credited to the teacher upon return.
- C. The accumulated sick leave balance shall be included on the unit member's pay stub.

Family Illness days

- D. All professional personnel of the Interlocal shall be allowed up to five (5) days leave per year, not accumulative and not deducted from Sick Leave or Personal Leave, in case of illness of a member of the immediate family. If all five (5) family illness days have been used, the teacher may use up to five (5) days of his/her accumulated sick leave days for purposes of additional family illness. At the sole discretion of the Director, additional days of accumulated sick leave may be allowed for the purpose. "Immediate family," in this instance, shall be defined as spouse, child(ren), step-

child(ren), grandparent, great-grandparent, grandchild, parents, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-parent, step-sibling, or any other person domiciled in the teacher's home. The Administration may request documentation of the reason for the transfer of personal sick days to family illness days.

## SICK LEAVE BANK

### A. Purpose

The purpose of the Sick Leave Bank is to relieve teachers from undue financial burdens due to absence from work on a long-term basis due to their illness, injury or incapacitation sufficiently severe that it would make their presence at school inadvisable.

### B. Structure

1. The Sick Leave Bank shall have a minimum of sixty (60) days.
2. Days in the Sick Leave Bank shall be contributed in the following two (2) ways:
  - 1) The Board initially contributed twenty-seven (27) days.
  - 2) The Teachers shall have the opportunity to enroll in the Sick Leave Bank, on a voluntary basis, by contributing not more than one (1) day annually. An enrollment period for Teachers to contribute shall be held during September and must be completed by September 30.
3. Restored days, given by teachers, will be matched by the Board until the minimum sixty (60) is reached.
4. The Association shall receive an accounting of the number of days in the Sick Leave Bank at the beginning of each school year and after each request has been approved.
5. At the beginning of the school year, each teacher shall be provided with a form to indicate whether or not they are willing to donate one (1) day as needed.

### C. Administration

Supervision of this Bank shall be administered by the following:

1. A committee composed of the following members:
  - a. Two (2) teachers, none being from the building of the individual concerned, appointed by the (Co) President(s) of the Association.

- b. Two (2) management representatives of the Interlocal, appointed by the Board or its authorized representative.
  - c. In case of a tie vote on a Teacher request for use of the Sick Leave Bank, such request will be automatically denied. Any vote being taken shall be by secret ballot.
2. Vacancies on the Committee shall be filled before the next meeting in the following manner: Teacher vacancies will be filled by Association presidential appointment; management representative vacancies will be filled by appointment of the Board or its authorized representative.
  3. The entire membership of the Committee shall select one (1) of their members to act as chairperson, one (1) of their members to act as vice-chairperson, and one (1) to act as secretary for the duration of the school year.
  4. The Committee will meet during the school year as needed.
  5. Special meetings may be called by the chairman at the request of any Committee member.
  6. A majority of members will be required for official action of the Committee.
  7. The Sick Leave Bank Committee may grant, deny, or suspend grants of sick days from the Bank. Their judgment or decision shall be final. Any grants shall be retroactive, except in hospitalization, nursing home, or similar confinement. The Committee may then grant days in advance when supported by appropriate medical evidence. Each applicant automatically consents to submit to medical examination and/or review of his medical history if it is deemed necessary by the Sick Leave Bank Committee.

#### D. Usage

Application for days to be used from the Sick Leave Bank will be as follows:

1. All sick leave and personal leave days previously accumulated by the individual must be exhausted.
2. Applications shall be made in writing to the chairman of the Sick Leave Bank Committee and shall be accompanied by a physician's statement describing the nature of the disability, treatment being rendered, and prognosis for a return to work.
3. Application for grant may be made by the personal representative in cases where the individual staff member is unable to do so.
4. Application must be made within thirty (30) days of the individual's exhausted sick leave accumulation.



5. Days awarded shall begin immediately upon the exhaustion of all individual sick and personal leave days.
6. Personnel may only draw on the sick leave bank if they have contributed to it annually.

ARTICLE IV  
LEAVES OF ABSENCE

A. PERSONAL LEAVE

Teachers shall be granted four (4) days Personal Leave with pay each school year.

1. This leave is to be used for personal business which cannot be scheduled outside of regular school hours.
2. Notification of Personal Leave should be made two (2) days prior to such leave, except in cases of emergency.
3. The applicant's reason for taking Personal Leave shall be to state that he is taking it under the provisions of this contract.
4. Unused Personal Leave shall be transferred to the accumulated Sick Leave of the teacher, subject to the maximum day accumulation provisions contained in Article III A 2.
5. Subject to the conditions heretofore described in this section, teachers may use one-half (1/2) day per semester of personal leave in multiples of one (1) hour. The one-half (1/2) day shall entitle a teacher to four (4) such one (1) hour leaves. If a teacher uses one (1) of the one (1) hour leaves, one-half (1/2) day of Personal Leave shall be charged against the teacher immediately. The remaining one (1) hour multiples may be used during the semester, but they will neither carry over to the next semester nor will they accumulate as partial days of Personal Leave.

B. BEREAVEMENT LEAVE

1. In the event of the death of a teacher's immediate family member, each teacher may be absent from work, with pay, for a period extending not more than five (5) work-school days. In no case shall the leave extend beyond fourteen (14) work days from the beginning of such leave. Bereavement days shall apply only during periods that the employee is scheduled to work.

2. Five (5) days will be granted for spouse, parents, siblings, child(ren), step-child(ren), step-parents, or any other person domiciled in the teacher's home.
3. Three (3) days will be granted for grandparents, grandchild(ren), father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-sibling.
4. One (1) day of absence with pay to attend any other relative's funeral will be allowed once per year.
5. One (1) day of absence with pay to attend the funeral of a student.

#### C. MATERNITY LEAVE

Any teacher who is pregnant may continue in active employment as late into the pregnancy as she desires if she is able to fulfill the requirements of her position. Temporary disabilities caused by the pregnancy shall be governed by the same provisions governing sickness and by the following:

1. Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy until released by her physician following the birth of the child if, except in a medical emergency, she notifies the Director at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Director of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.
2. All or any portion of leave taken by a teacher because of temporary disability caused by pregnancy may be charged, at her discretion, to her available Sick Leave. The teacher is entitled to take accumulated Sick Leave days when the teacher's physician certifies that the teacher is incapable of performing the teacher's regular duties. After her available sick leave has been used, the teacher may be absent without pay, subject to Subsection (1) of this section. This leave may be taken without jeopardy to re-employment, retirement and salary benefits.

#### D. PROFESSIONAL GROWTH LEAVE

Teachers may be allowed school time and be reimbursed an approved amount for travel and lodging expenses to attend professional meetings pertaining to their department with prior approval of the Director and Board.

#### E. COURT LEAVE

Court Leave with pay shall be granted to teachers who are defendants for the time necessary to make appearances in any Court resulting from any civil suit arising out of the performance

of his assigned duties. Court Leave with pay shall also be granted to teachers who are subpoenaed as witnesses in a criminal court proceeding.

Teachers subpoenaed as witnesses in civil court proceedings shall receive pay if (1) the ONTPA is not a party to the suit, (2) the teacher is a witness as a result of his position as a teacher, e.g. the teacher of a child whose parents are being divorced, and (3) the teacher has cooperated with the school in every way to ensure the least disruption in the education process.

**F. JURY DUTY LEAVE**

The salary of an individual on jury duty will be the difference between the individual's regular salary and the remuneration received for jury duty.

**G. SABBATICAL LEAVE**

The ONT Director may grant leave of absence for a period not exceeding one (1) year to a teacher for a Sabbatical Leave. This time shall be credited toward the teacher's retirement if sabbatical is paid. The ONT may grant partial compensation for a leave of absence in an amount determined by the ONT. However, should the teacher, during the Sabbatical Leave, serve any employer that agrees to reimburse the ONT the amount of the teacher's regular salary; The School Corporation may grant full compensation. A contract is required for a leave granted under this section. The ONT may grant a Sabbatical Leave to a teacher, upon written request, for improvement of professional skills through advanced study, work experience, teacher exchange programs, or approved educational travel. If the teacher is granted any compensation by the Board during the leave, the teacher will provide a promissory note in the amount of the Board's financial grant, such promissory note to be paid in full by the teacher within ninety (90) calendar days of resignation or retirement.

**H. DISABILITY LEAVE**

With or without a written request, the Interlocal may place a teacher on leave of absence for a period not exceeding one (1) year because of disability or sickness. However, a teacher, not having made a written request, shall have the right to a hearing on such action in accordance with the provisions of I.C. 20-28-10-4 and I.C. 20-28-10-5.

**I. MILITARY LEAVE**

A leave of absence for active military service shall be granted as per Statute I.C. 20-28-10-6 through I.C. 20-28-10-11.

**J. ASSOCIATION LEAVE**

The (Co)Presidents of the Association shall be granted a total of two (2) days without loss of pay in the year of the Legislature's short session and three (3) days without loss of pay in the year of the Legislature's long session to conduct Association business. Advance written notification shall be made three (3) days prior to the use of these days except when arrangements are made with the Director. The Association shall reimburse the Interlocal for the usual and customary daily pay for the cost of the substitute(s).

The Association (Co)President(s) or their designee shall be provided adequate time to include reasonable travel time, without loss of pay, to attend the official meetings of the Board of Old National Trail Special Services Interlocal. The release time is to be limited to one Association (Co)President or one designee to attend the meeting(s) of the Board.

## ARTICLE V COMPENSATION AND EXPENSES

- A. The 2019-2020 salary schedules for ONTPA personnel are set forth in Appendix A-1 through A-4.
1. Regulations governing the administration of the Salary Schedule:
    - a. The salary schedules are applicable to ONTPA personnel as set forth in the recognition article of this Agreement (Article 1, B1).
    - b. In the event a pay day falls on a school holiday, the Interlocal shall pay teachers that check on the last school day prior to the holiday.
    - c. After five (5) days of school, new teachers to the Interlocal shall, upon request, receive an advance on their first scheduled paycheck. The amount of this advance shall not exceed four hundred dollars (\$400).
    - d. All adjustments to salary as a result of a change in ECA levels (Appendix A-4) shall be effective at the beginning of the semester, either fall or spring, provided documentation has been provided to the director. \* If through no fault of the teacher, the documentation is late, the Interlocal shall pay retroactively to the beginning of the semester in which the change in ECA level should have occurred.

\*If acceptable to the State Board of Accounts.
    - e. For any personnel returning to ONT, the interlocal agrees to pay for any required background check.
  2. For each teacher who is eligible for coverage under Indiana State Teachers' Retirement Fund, the Board shall pay to the Fund the teacher's portion of the annuity contribution not to exceed 3% of the covered income. This payment shall be shown on a schedule to be attached to the salary schedule and may reflect the total salary paid to the teacher including the ISTRF contribution.
- B. For the purpose of experience on the salary schedule, working no less than sixty (60) and no more than one hundred nineteen (119) paid days in any one school year shall be deemed to constitute a half-year taught for the purpose of the salary schedule. Two such half-year shall be combined to count as a full year of experience on the salary schedule.

One hundred twenty (120) paid days or more in any one school year shall be deemed to constitute a full year for the purpose of the salary schedule. Partial years need not be with the Interlocal Schools or ONT to be counted on the salary schedule placement. However, those partial years must be declared at the time of application for employment with the Interlocal.

#### C. COMPENSATION MODEL

**To advance along the Salary Schedule or receive any increase in base salary a teacher must not receive a rating of Ineffective nor Needs Improvement on the previous teacher evaluation except as provided according to I.C. 20-28-9-1.5f. The evaluation will comprise 80% of the increase in salary AND 20% of the increase will be from the teacher's experience. Experience is defined as having been under contract a minimum of one hundred and twenty (120) days with ONT the prior year.**

**The Salary Range for 2018-19 was \$29,155 to \$61,795.**

**Extended Contract – Any teacher on an extended contract will be paid their per diem rate.**

For initial placement as a new hire for Old National Trail Special Services Interlocal:

1. Any Teacher without any experience shall begin at level A.
2. Any "New Teacher" entering ONT with previous years of experience will be placed at a salary level related to a current teacher at ONT in which they "mirror" under the following two principles:
  - a. That particular Teacher's years of service, (according to Indiana Public Retirement System) AND
  - b. When possible, that particular Teacher's degree.
  - c. "New Teachers" may also qualify for a "sign-on bonus" in the Extra Curricular Appendix. This sign-on bonus shall not be added to the teacher's base pay. This sign-on bonus is only for positions identified as hard-to-fill.

D. The following payroll deductions shall be available to Teachers:

1. Association (ONTPA, ISTA, and NEA) Dues and Assessments:
  - a. After the beginning of the school year, but no later than September 15<sup>th</sup>, the Association shall deliver to the Board individual payroll deduction authorization for new members and a list of continuing members, such authorizations to each state the amount to be deducted.
  - b. The Teacher has the option of requesting six(6) or fifteen (15) equal deductions, beginning with the first paycheck in October.
  - c. The deductions shall be remitted not less frequently than monthly to the ONTPA.

- d. Upon termination of a contract, the Board shall deduct all unpaid Association dues from the remaining paycheck(s).
- e. The Association shall indemnify and save the school employer and the school corporation harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the association for the purpose of payroll deduction of dues.
- f. A Teacher may elect to sign an authorization authorizing the employer to deduct Association dues on a continuing basis for more than one (1) school year and until such authorization is revoked in writing, provided that such authorization is in writing in clear and express terms.

2. Teachers' Retirement

3. Association-endorsed insurance programs.

4. Tax-sheltered annuities.

- a. Payroll deductions will be taken on gross amount and this will be shown on the W-2 form at the end of the year.
- b. All insurance companies involved will be paid the same day of the month, which would be the tenth (10<sup>th</sup>) day of the following month or first (1<sup>st</sup>) business day thereafter.
- c. The maximum number of insurance companies to be dealt with will be five (5).
- d. Payroll deductions for Tax-sheltered annuities under this section shall be transferred to the annuity every two (2) weeks as soon as possible after the deduction has been made.

E. The Board shall provide liability insurance protection for Teachers required to supervise students in Board-approved and sponsored class and activities.

F. **Redistribution** – Any teacher who receives a teacher evaluation rating of Ineffective or Needs Improvement shall not receive any increase in salary except as provided by I.C. 20-28-9-1.5f. The salary increase budgeted for the non-effective teachers will be divided equally amongst the remaining teachers who are not rated needs improvement or ineffective as a one-time stipend.

G. Following the release of student growth data, the teacher evaluations shall be preliminarily totaled. If a teacher's score would be effective or highly effective regardless of the school grade, any increase in salary or wages shall be paid to the teacher within four (4) weeks of receiving the growth data. The teacher shall receive back pay to the date of the first pay of the new school year with the remaining increase paid out equally on the remaining pays for the school year.

H. IF a majority of the schools that use ONT services:

1. Have a decrease or remain the same in their September ADM from the previous September, and
2. Are offering no increase to their own staff

then ONT certified staff would receive no base increase for that contracted year.

IF the majority of the schools that use ONT services:

1. Have a decrease or remain the same in their September ADM from the previous September, but
2. Are giving either a base or stipend increase

then ONT certified staff will receive a base and/or stipend increase. This increase will be determined by eliminating the largest and smallest increase from the subscribing schools and averaging the remaining base and/or stipend increases for that contracted year. For the purpose of figuring this average, tentative agreement increases to the base and/or stipend from the subscribing schools may be used to determine the ONT increase.

For the purpose of this section only, a base increase is defined as an incremental step on the salary schedule, a percent increase to the base salary of teachers, or a specific amount added to the base salary of teachers.

The salary scale for speech language pathologist assistants (SLPA), found in Appendix A-2, maximizes at Level L. For any SLPA employed at Old National Trail Special Services at the beginning of the 2019-2020 school year whose salary is above Level L will be grandfathered at their 2017-2018 salary and shall remain at that salary until there is a bargained adjustment to that specific salary schedule.

ONT certified staff with a year or more experience at ONT, and not at the top level of the salary schedule (Appendix A-1 level AA, Appendix A-2 level L or Appendix A-3 level Z) will increase their base pay from the 2018-2019 pay level to the next pay level on the appropriate salary schedule.

ONT certified staff newly hired for the 2019-2020 school year will receive a stipend in the amount of \$400.00 for 2019-2020.

ONT certified staff who in 2018-2019 were at the top of the salary schedule (Appendix A-1 level AA, Appendix A-2 level L or Appendix A-3 level Z) will receive a stipend in the amount of \$878.00 for 2019-2020.

ARTICLE VI  
RETIREMENT PAY

A. Upon retirement and after serving a minimum of ten (10) years in this Interlocal, a Teacher shall receive forty dollars (\$40.00) for each day of accumulated sick leave, up to a maximum of ninety (90) days plus whatever leave days were unused in the final year of employment. This benefit shall be paid into the teacher's 401(a) plan.

1. In order to participate in this Retirement Leave pay, a signed intent to retire letter must be submitted by July 1 of the year PRIOR TO the last teaching year. Teachers failing to make timely notice of retirement shall receive the retirement pay after a one (1) year delay so it can be budgeted by the Interlocal, provided that said Teacher meets all other requirements for said retirement pay.
2. The Teacher must have applied for and receive benefits from Indiana State Teachers Retirement Fund (ISTRF).
3. If all provisions of the Retirement Leave Pay have been met by the Teacher, any remaining benefit due the teacher at the end of the last contract year shall be paid before July 1 of that year.
4. A retiring Teacher, as per this section, who has a serious illness in his last year with the Interlocal shall not have days of sick leave used as a result of this illness counted against his retirement calculation. A Teacher who has not notified the Interlocal by July 1, as per this Article, may apply to the Interlocal for an exception in special circumstances. The Board shall act on the application on a case-by-case basis, and no practice or precedent shall be inferred by the Board's actions.

B. A unit member who elects to retire and who meets all of the requirements specified below shall be eligible to have one hundred eighty seven dollars and fifty cents (\$187.50) per month, two thousand two hundred fifty dollars (\$2,250.00) per year of his/her health insurance premium paid by the Interlocal. The Teacher has the obligation to pay the balance of the premium in accordance with the requirements established by the Interlocal's business office.

The requirements are:

1. The Teacher must have at least fifteen (15) years of teaching experience in the Old National Trail Special Services Interlocal or one of the contributing school corporations the last five (5) of which must be consecutive in the Interlocal or contributing corporations.
2. The Teacher must qualify for full ISTRF eligibility.



3. The Teacher must have applied for and receive benefits from Indiana State Teachers Retirement Fund (ISTRF).
4. The individual must meet the eligibility requirements established by the Interlocal's medical plan and by applicable law. For a Teacher meeting such requirements, benefits under the provisions of this section shall be paid on a monthly basis until the individual attains the age to qualify for Medicare.
5. If the insurance provider agrees, the Board shall continue to insure the participating Teacher through the Interlocal's life insurance plan during the period in which the Teacher is receiving the benefit provided in this section. Such insurance shall be at the Board's expense, with the Teacher paying one dollar (\$1.00) per year. Such insurance shall cease upon payment of the last benefit provided in this section. In case of the death of such retiree prior to the receipt of all benefits provided in this section, the named beneficiary shall receive the benefits provided by the life insurance policy. Further, all such premium payments by the Interlocal shall cease immediately, and the Interlocal shall have no further obligations under this section.
6. The added compensation of retirement pay (Section A) shall be paid in one of the following ways at the Teacher's option:
  - a. A Teacher may elect to receive a lump sum payment at the end of the school year.
  - b. The Teacher may choose to defer all or part of the lump sum until January 1 of the year following their retirement.
  - c. The teacher may elect to have the lump sum amount deposited in their 401(a) account.

The teacher must select an option at the time of submitting their retirement letter. If no option is chosen, the funds will be distributed in a lump sum payment at the end of the school year.

401(a) and 403(b) Plans:

The Board will establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certified employees. The Board shall also maintain a 403(b) Plan (hereinafter referred to as the "403(b) Plan") for all certified employees covered under this collective bargaining agreement. The 403(b) Plan will include provisions for pre-tax salary reduction contributions which will be matched by equal Board contributions to the 401(a) Plan. The 401(a)/403(b) Plan contributions will commence with the 1998-99 contract year and continue each contract year thereafter. The maximum contribution that will be made to the 401(a) Plan by the Board will be as follows: 5% in the 2013-2014 school year and thereafter.

ARTICLE VII  
FRINGE BENEFITS – INSURANCE

A. The Board shall make available to Teachers a group hospitalization program that provides hospitalization, surgical, and major medical benefits.

1. Regulations governing the administration of insurance benefits:
  - a. Coverage for insurance programs shall be effective at the beginning of the month following:
    - 1) Enrollment by the employee in each plan he wishes to participate in; and
    - 2) The deduction of the employee's share of the applicable premiums.
2. Effective with the October 2015 (September 2015 deductions), the Board shall pay amounts toward the premium for each member enrolled in the Interlocal's applicable hospitalization plan as follows:
  - a. Family Hospitalization Plan

A maximum amount per month toward the premium for each member enrolled in the Interlocal's family hospitalization plan. However, in no case shall the Interlocal's contribution amount be more than 90% of the premium plan carried by the employee.

The Board Contribution for the Family Hospitalization Plans shall be as follows.

Plan 8 PPO 750	\$1363
Plan 6 HDHP 3350	\$1099
Plan 7 HDHP 6000	\$898

- b. Single Hospitalization Plan

A maximum amount per month toward the premium for each member enrolled in the Interlocal's single hospitalization plan. However, in no case shall the Interlocal's contribution amount to more than 90% of the premium plan carried by the employee.

The Board Contribution for the Single Hospitalization Plans shall be as follows.

Plan 8 PPO 750	\$598
Plan 6 HDHP 3350	\$481.50
Plan 7 HDHP 6000	\$420.50

3. The Board and the Association agree that any increase in health insurance costs incurred in conjunction with the 2018-19 health insurance renewal shall be shared equally by the parties. The Board's share will be added to its contribution for teacher health insurance. The Association recognizes the need for compliance with HEA 1260 and agrees to not place the corporation above the 112%. Therefore, both parties agree that should any of the contributions listed create a violation of HEA 1260, the contributions will be adjusted through mutual agreement to assure compliance with the law at the level of 112%.
  4. Any Teacher on a Regular Teacher Contract shall be able to participate in the Board's health insurance policy (hospitalization plan). The Board will prorate the amount of its contribution for the Teacher working less than 175 days.
  5. It is agreed that, in accordance with the Rules and Regulations of the Insurance Trust, the (Co)President(s) of the ONTPA, and his/her designee, shall serve as a member of the Board of Trustees, and/or the Executive Committee of the Trust.
  6. That individual shall be released, without loss of pay, to attend the quarterly meeting and/or specially called meeting(s) of the Trustees of the Trust.
  7. Withdrawal from the Trust shall be by mutual agreement.
- B. A vision plan through Vision Services Plan (VSP) shall be provided. The employee has the option of selecting single, eligible employee + 1, eligible employee + children, or eligible employee + family coverage.

A maximum amount of \$70.44 per year toward the premium for each member enrolled in the Interlocal's single vision plan is to be paid 100% by the Board less \$3.36 annually by the employee. Employee shall have the option to purchase at their own expense less the cost of the single plan (\$67.08 paid by the Board) of coverage the following vision service plan tiers: Eligible Employee + 1, Eligible Employee + Children, Eligible Employee + Family.

- C. The Board shall provide an Income Protection Insurance Policy (Long Term Disability) to all Teachers. The Board shall provide payroll deduction for the cost of the plan. Teachers will pay the full cost of the premium for the plan.
- D. The Board shall provide a \$75,000 group term life insurance protection plan for each member. Teachers shall have the right to purchase additional life insurance up to the maximum of an additional seventy-five thousand (\$75,000). Such additional insurance coverage is contingent upon the agreement of the carrier and at a rate set by the carrier.

- E. Eligibility requirements, enrollment requirements, and benefits shall be governed by the express terms and provisions of the Interlocal's master policy for each benefit provided under this Article.
- F. A continuing insurance committee composed of three Association members and three Board appointees shall periodically evaluate existing insurance programs and shall recommend the insurance companies to be used as carriers of the policy or policies to be used by the Interlocal Teachers.
- G. The Benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all Teachers. The Interlocal will grant participation in the following three components: Insurance premiums, Dependent care expenses, and medical/dental expenses.

ARTICLE VIII  
FRINGE BENEFITS - NON-INSURANCE

- A. Benefits of Worker's Compensation are available when employee accidents occur while on the job.
- B. In case of absence due to injury and/or any accident when the teacher is on school-assigned duty or business, the teacher's wages shall continue in full for eight (8) days without reduction in accumulated sick leave until Worker's compensation payment begins. Thereinafter, the Board shall pay to the teacher the difference between the compensation payment and the contractual salary of the employee without reduction of accumulated sick leave, up to and not exceeding five hundred (500) weeks or up to and not exceeding forty-five thousand dollars (\$45,000.00). Notwithstanding any other term or provisions of this Article, benefits hereunder are conditioned upon the teacher having qualified for and received workers compensation payments pursuant to state statute.
- C. The Board shall pay all necessary legal expenses incurred in defending any teacher from any civil suit arising out of the performance of his assigned duties, provided the teacher was acting within the scope of his or her employment. Payments hereunder are conditioned upon the Interlocal's liability carriers approving of and paying such expenses.
- D. Upon the demise of any teacher during any contract school year, a death benefit in the amount of Forty dollars (\$40.00) for each day of accumulated sick leave, up to a maximum of ninety (90) days shall be paid to said teacher's designated beneficiary (as shown on that teacher's Corporation provided Term Life Insurance Plan). In the event of the death of an employee or a retiree, the spouse and/or dependents shall have the option of staying on the group health plan at the group rate. After the exhaustion of any benefits of the employee, the survivors shall be responsible for the premiums. This provision is subject to the approval/acceptance of the insurance carrier(s).

ARTICLE IX  
JOB SHARING

- A. Teachers interested in sharing one position shall mutually submit such request, in writing, to the Board no later than March 1 prior to the year the shared contract becomes effective.
- B. The phrase "Job Sharing" shall mean two (2) currently employed teachers sharing one fulltime position on a pro-rated basis for one school year.
- C. A job-sharing teacher shall be compensated at his/her base contract rate of pay multiplied by the percentage of teaching assignment worked by that teacher.
- D. A job-sharing teacher shall receive Board paid contribution toward his/her group insurance program in the amounts specified within the Agreement multiplied by the percentage of teaching assignment worked by that teacher. The teacher will be responsible for paying the difference between the prorated Board contributions and the total insurance premiums through payroll deduction.
- E. A job-sharing teacher shall receive leave days in the amount specified within the Agreement multiplied by the percentage of teaching assignments worked by that teacher.-
- F. The Board, based on the recommendation of the Director, will make the final determination as to whether a position will be considered for job-sharing.

ARTICLE X  
GRIEVANCE PROCEDURE

- A. Definitions
  1. A "grievance" is a claim by one (1) or more teachers or the Association of a violation, a misapplication, or a misinterpretation of this Contract.
  2. The term "teacher" includes any individual or group of individuals within the bargaining unit.
  3. The term "day", when used in this Article, shall be school teaching day. During the summer recess, the term shall mean weekday.
- B. The purpose of this Grievance Procedure is to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violation, misapplication, or misinterpretation of the provisions of this Contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- C. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted, if the adjustment is not inconsistent with the terms of this Contract.

D. Procedure

1. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representatives of each party.
2. Level One
  - a. A teacher with a grievance may initiate this procedure in one (1) of the following ways:
    - 1) He may approach his director and discuss the matter in his own behalf.
    - 2) He may request that a representative of the Association accompany him in approaching his director. In such case, the director shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.
  - b. In the event that Steps (1) and (2) above are unsuccessful, the Association may file a formal grievance in writing. The formal grievance shall be filed in, triplicate, with one (1) copy to the Association, one (1) copy to the grievant, and one (1) copy to the Director. A formal grievance shall be filed as soon as possible, but in no event longer than twenty (20) days after disclosure of the facts giving rise to the grievance. The form to be used in filing a formal grievance is found in Appendix "C".
  - c. Within five (5) days of the filing of the formal grievance in writing, a meeting shall take place between the director, the grievant, and the Association representative; and an answer to the grievance shall be given to the grievant in writing within two (2) days.
3. Level Two

Within ten (10) days after receiving the decision of the Director, an appeal from the decision may be made to the Board. The Board or its designated representatives, shall meet in executive session with the Association to review the grievance within ten (10) days, and shall in public session held within ten (10) days of the meeting render a decision on the grievance. The Board's decision shall be final.
4. Level Three-

Within ninety (90) calendar days after receiving the Board's decision, an appeal from the decision may be made to a court of competent jurisdiction. Failure to initiate an appeal within the ninety (90) day period shall constitute a waiver of the grievant's right to appeal.

E. Time Limits

1. Time limits herein may be extended only by mutual agreement, signed by the parties.
2. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the Association shall then have the right to appeal at the next step of the procedure.
3. Any grievance not advanced from one (1) step to the next within the time limit, shall be deemed resolved by the answer at the previous step.
4. Any grievance filed must be processed under the terms of the Contract in force at the time the event leading to the grievance occurred.

5. Any grievance not presented in Level One within twenty (20) days of the time the grievant knew or reasonably should have known of the grievance, or any grievance not submitted in writing within the time limits as specified at each level, shall be deemed waived and shall not be processed.

#### ARTICLE XI MANAGEMENT RIGHTS

The employer reserves unto itself all rights provided by law. The express limitations on those rights imposed by the terms of this Agreement and applicable statutes shall constitute the only limitations on such rights to manage the school system.

ARTICLE XII  
TERM OF AGREEMENT

This Contract shall be effective as of November 15, 2019 and shall continue in effect through June 30, 2020.

This Agreement, with the consent of both parties, may be modified to correct any clerical errors.

Further, it is agreed that all items have been negotiated for the entire term of the Agreement. This Contract shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Whenever any notice is required to be given by either of party to this Contract to the other party, either shall do so by Registered Letter at the following addresses:

If by the Association:

Tom Standers, president, ONTPA  
at the addresses on file at the ONT Central Office.

If by the Board:

Joe Kwisz, Director, ONTSSI, 1 N. Calbert Way, Suite B, Greencastle, IN 46135

FOR THE BOARD OF ONT Special Services Interlocal:



Nicole Singer, President  
North Putnam School Corporation



Laura Penman, Secretary  
Eminence School Corporation



Joe Kwisz, Director  
Old National Trail Special Services Corporation

FOR THE ONT PROFESSIONAL ASSOCIATION:



Tom Standers, President  
Old National Trail Professional Association



Kris Needham, Bargaining Team  
Old National Trail Professional Association

DATED THIS 15<sup>th</sup> day of November, 2019



**APPENDIX A-1**

**OLD NATIONAL TRAIL SPECIAL SERVICES INTERLOCAL**

**TEACHER, PSYCHOLOGIST, EDUCATIONAL COORDINATOR, SPEECH LANGUAGE  
PATHOLOGIST SALARY LEVEL**

Salary Level	
A.	35215
B.	36055
C.	36895
D.	37738
E.	38579
F.	39418
G.	40258
H.	41100
I.	41939
J.	42779
K.	43623
L.	44459
M.	45227
N.	45995
O.	46974
P.	48164
Q.	49140
R.	50113
S.	51095
T.	52071
U.	53258
V.	54244
W.	55210
X.	57210
Y.	59158
Z.	60483
AA.	61795

**APPENDIX A-2**

**OLD NATIONAL TRAIL SPECIAL SERVICES INTERLOCAL  
SPEECH LANGUAGE PATHOLOGIST ASSISTANT SALARY LEVEL**

	Salary Level
A.	35215
B.	36055
C.	36895
D.	37738
E.	38579
F.	39418
G.	40258
H.	41100
I.	41939
J.	42779
K.	43623
L.	44459

**APPENDIX A-3**

**THERAPISTS AND THERAPIST ASSISTANTS**

Level	Assistant s	Therapist s
A.	29155	39812
B.	29662	40691
C.	30170	41571
D.	30677	42450
E.	31184	43329
F.	31692	44209
G.	32199	45088
H.	32706	45967
I.	33214	46847
J.	33721	47726
K.	34228	48605
L.	34736	49485
M.	35243	50364
N.	35750	51243
O.	36257	52122
P.	36765	53002
Q.	37272	53881
R.	37779	54760
S.	38287	55640

T.	38794	56519
U.	39301	57398
V.	39809	58278
W.	40316	59157
X.	40823	60036
Y.	41331	60916
Z.	41838	61795

APPENDIX A-4  
EXTRA CURRICULAR PAY

Level 1 Teacher	\$700.00
Level 2 Teacher	\$750.00
Level 3 Teacher	\$850.00
Level 4 Teacher	\$1000.00
Supervisor	\$2000.00
Mentor	\$1000.00/mentee
SLP with Certification	\$2000.00

\*with the exception of the positions of Supervisor and Mentor, an employee may only qualify one Extra Curricular position and it shall be the highest paid position.

\*If the Supervisor and/or Mentor has a less than full time assignment with an understudy, the pay for the position will be pro-rated.

\* If any ECA position is filled by an employee contracted less than 175 days, the pay will be pro-rated.

Education Coordinator/Rise Evaluator	\$2000.00
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Sign on Bonus Up to \$2500.00 for one year. A second year bonus for \$2,500.00 is at the discretion of the director.

Amounts listed in Appendix A-4 are exempt from the stipulations in Article V Section H.

**APPENDIX B**  
**GRIEVANCE REPORT FORM**  
**OLD NATIONAL TRAIL SPECIAL SERVICES CORPORATION**

Grievance # \_\_\_\_\_

**Distribution of Form:**

- 1: Director- GRIEVANCE REPORT
- 2: Association
- 3: Teacher

Building	Name of Grievant	Date Filed
_____	_____	_____

**STEP I**

A. Date Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Director \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If additional space is needed in reporting sections B-1 & 2 of Step I, attach an additional sheet.

**STEP II**

A. Date Received by Board of Cooperative or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Appendix C

### Ancillary Duties/Stipends

#### A. IEP RELEASE TIME

Each special education teacher shall be provided unassigned release time to prepare and develop student IEPs as follows: 1-3 students – ½ day, 4-6 students – 1 day, 7-9- students – 1½ days, and so on. Categories over ½ day may be used in one-half (1/2) day increments. The Corporation will comply with all lawful requirements relating to who shall be required to attend IEP Case Conference Reviews.

Teachers who are required to complete state-approved alternate assessments, shall have one (1) hour of additional release time for each child covered by the state-approved alternate assessment.

#### B. Ancillary Duties

##### 1. Additional Hours

- a. Additional hours shall be paid for at \$25 per hour.
- b. Acceptance shall be on a voluntary basis except for mandated summer in-service. (for informational purposes only)

2. Any teacher who is required during personal planning time to substitute for another teacher shall receive \$10.00 per hour or class period, whichever is shorter, above his/her normal pay.