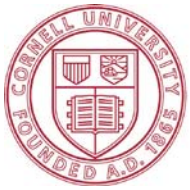

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MASTER CONTRACT

BETWEEN THE

BOARD OF SCHOOL TRUSTEES

OF

FORT WAYNE
COMMUNITY SCHOOLS
1200 South Clinton Street
Fort Wayne, IN 46802-3594

AND

FORT WAYNE
EDUCATION ASSOCIATION, INC.
229 West Berry Street
Fort Wayne, IN 46802
An Affiliate of the Indiana StateTeachers Association
and the National Education Association

2004-2007

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Wendy Robinson

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Preamble

This master contract is entered into by and between the Board of School Trustees of the Fort Wayne Community Schools, hereinafter called the "Board," and the Fort Wayne Education Association, Inc., an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "Association." The Board and the Association recognize as their mutual goal the providing of a quality education for the students of the school district. The achievement of such a goal is directly related to quality and morale of all employees and requires the cooperation and understanding between the Administration and teaching staffs. The following master contract covering certain terms and conditions of employment for teachers has been developed through negotiations between the Board and its representatives and the Association and its representatives.

Definitions

1. The terms "Administration" and "Association", when used in this contract, shall include authorized officers and designated representatives.

2. The term "administrative intern", when used in the contract, shall mean a teacher who voluntarily leaves the bargaining unit to participate in an administrative intern position within Fort Wayne Community Schools.

3. The term "area", when used in this contract, means one or more high school districts which are administered as part of a single unit, and, except for the Anthis Career Center, all related feeder schools.

4. The term "Area Administrator", when used in this contract, means the highest administrator in an area.

5. The term "Article 7", when used in connection with Special Education, shall refer to the Indiana rules governing the education of students with disabilities.

6. The term "elementary teacher", unless excluded in a specific provision of this contract, shall include all regular elementary classroom teachers and any special education or special area teachers teaching in an elementary building.

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

8. The term "faculty", when used in this contract, means all certified teaching staff in a unit.

9. The term "homebound", when used in this contract, means instruction provided for students, including students without disabilities, who are unable to attend school due to an injury or illness. Homebound instruction may be provided at a place other than a student's home subject to Administrative guidelines.

10. The term "hourly rate", unless otherwise specified, is computed using the teacher's basic contract salary divided by 1,140.

11. The term "Individualized Education Plan" or "IEP", when used in this contract, means a written document developed by a case conference committee in accordance with 511 IAC 7-12-1 that contains all of the components required in 511 IAC 7-12-1.

12. The term "job share", when used in this contract, shall mean a full-time (1.0 FTE) position that is distributed between two FWCS employees, for the period of one school year or one semester, with full ownership rights retained by the full time employee requesting the job share and shared ownership rights retained by the second employee in the job share.

13. The term "length of service", when used in this contract, shall mean the teacher's continuous period of employment under a regular teacher's contract in the Fort Wayne Community Schools as a member of the bargaining unit including approved leaves of absence, layoffs, and services in administrative intern positions. The length of service shall commence to accumulate the date the Board approved the teacher contract or the date the teacher began to teach under a regular contract, whichever is earlier. If more than one teacher commenced service on the same date, the date of the first contract signed commencing continuous service shall be the date used for beginning the teacher's service. In the event that a tie-breaker is required, the sum of the last four digits of the teachers' social security numbers will be used, with the higher sum being the more senior. Should this still result in a tie, lots shall be drawn.

    Teachers who left the bargaining unit after April 27, 1987, to become administrators may recover bargaining unit seniority under the following conditions:

    a. No teacher is laid off by administrators returning to the bargaining unit;

    b. The administrator must have been a permanent teacher in FWCS before leaving the bargaining unit;

    c. Only administrators out less than two years may recover their seniority immediately;

    d. Administrators who have been outside the bargaining unit two years or more will not have their seniority restored for two years.

    e. Administrators who left the teacher bargaining unit on or prior to April 27, 1987, may return to the unit with full seniority immediately.

14. The term "magnet program school" and/or "special emphasis school", when used in this contract, shall refer to any school offering specific programming to students assigned to its district and others by application.

15. The term "magnet school", when used in this contract, shall refer to any school offering specific programming that is available to any students in Fort Wayne Community Schools by application only.

16. The term, "non-permanent teacher", when used in this contract, shall mean a teacher who is in the first or second year of teaching under a regular teacher's contract in Fort Wayne Community Schools.

17. The term "P.L. 101-476", when used in this contract shall refer to the Individuals with Disabilities Education Act (IDEA).

18. The term "P.L. 217", when used in this contract, shall refer to the Indiana Public School Teachers Bargaining Law.

19. The term "permanent teacher", when used in this contract, shall mean a teacher who has taught five consecutive years under a regular teacher's contract in the Fort Wayne Community Schools and signs a sixth contract in the school corporation. Any permanent teacher re-employed by the Board under a regular teacher's contract resumes permanent status.

20. The term "resource teacher", when used in this contract, shall refer to a teacher assigned to an elementary school to provide instruction and support in a particular area of focus.

21. The term "school corporation" or "school district", when used in this contract, shall refer to the Fort Wayne Community Schools.

22. The term, "semi-permanent teacher", when used in this contract, shall mean a teacher who is in the third, fourth, or fifth year of teaching under a regular teacher's contract in the Fort Wayne Community Schools. Any semi-permanent teacher re-employed by the Board under a regular teacher's contract resumes semi-permanent status.

23. The term "special area", when used in this contract, shall be in reference to the music, art, and physical education areas of instruction.

24. A "specialty area/magnet teacher", when used in this contract, shall refer to a certified elementary teacher not included in an elementary school's regular teacher allocation and not including art, music, and physical education teachers.

25. The term "teacher(s)", when used in this contract, shall refer to all employees of the Board within the bargaining unit as defined by Article 1.

26. The term "teacher of record", when used in this contract, shall mean the special education teacher to whom a student with disabilities is assigned.

27. QIT refers to Quality Improvement Team as outlined by Public Law 221 and Article 5 of this Master Contract.

28. ESEA in this contract refers to Elementary and Secondary Education Act-No Child Left Behind Act of 2001, Public Law 107-110 January 8, 2003, 20 USC 6301 et seq.

29. PL 221 referes to IC 20-10.2 et seq.

Article 1: Recognition

A. The Board recognizes the Association as the sole and exclusive bargaining agent for the classroom teachers. The term "classroom teachers", hereinafter called "teachers", is defined as meaning all professional personnel employed by the Board whose official assignment requires a classroom teacher's license **or permit** issued by the state of Indiana, but specifically excludes Superintendent and Assistants, Area Administrators, Directors and Assistants, Supervisors, Coordinators, Principals and Assistants, Guidance Personnel and employees serving as Substitute Teachers.

B. The Board recognizes the value of services provided by the Association to all teachers, not just members. The Board encourages teachers to become active members, and provides for Association involvement in new teacher orientation and will provide membership and enrollment information with new employee materials.

C. The Board and Association agree that any teacher who regularly teaches one or more classes shall belong to the teacher bargaining unit with all the rights, benefits, and privileges thereof.

D. The parties agree that resource teachers and teachers on special assignment belong to the bargaining unit.

E. This recognition shall be continuing until such time as the Board is shown evidence in accordance with the provisions of P.L. 217 that the Association is no longer the representative of classroom teachers.

Article 2: Board and Administration Rights and Responsibilities

A. As a prime responsibility, the objective of the Board is to structure the school system to maintain human interests, human values, and human dignities among students and teachers.

B. The Board has the right, responsibility, and authority to manage and direct in behalf of the public the operations and activities of the school corporation to the full extent authorized by law. It is understood and agreed that all rights, responsibility, and authority heretofore exercised by the Board or inherent in the Board as the body charged by law with operation of the school corporation and not modified expressly by any specific provision of this master contract are retained solely by the Board. Such rights, responsibilities, and authority of the Board shall include, but not be limited to the right to:

1. Direct the work of its employees;

2. Establish policies, rules, and regulations to carry out the responsibilities with which it is charged by law;

3. Hire, promote, demote, transfer, assign, and retain employees;

4. Suspend or discharge its employees in accordance with applicable law;

5. Establish and staff curriculum and programs and select related equipment, supplies, and materials;

6. Relieve its employees from duties because of lack of work or other legitimate reason;

7. Manage fiscal operations; and

8. Establish student conduct and discipline rules.

It is agreed that any grievance which involves the exercise of such rights, responsibility, or authority shall not be subject to binding arbitration except to the extent that the grievance involves an alleged violation of specific provision of this master contract intended by the parties to be a specific limitation on the Board's rights, responsibility, and authority.

C. The Board agrees that every teacher shall have the right to freely organize, join, and support the Association. The Board further agrees that it shall not directly or indirectly discourage, deprive, or coerce any teacher

in the enjoyment of any rights conferred by this master contract, laws of Indiana, or the Constitutions of Indiana and the United States.

D. It is agreed that the Board and its administrative personnel shall not discriminate against any teacher with respect to hours, wages or terms and conditions of employment by reason of the teacher's membership in the Association, participation in any activities of the Association or collective bargaining with the Board, or institution of any grievance, complaint, or proceeding under this master contract or otherwise, with respect to any terms or conditions of employment.

E. The Board agrees that the provisions of this contract shall be applied without regard to political activity, race, creed, religion, color, national origin, marital status, age, gender, professional activity, family relationship, residence, or personal characteristics.

F. The Board agrees not to bargain with any individual nor to bargain with or recognize any teacher's organization other than the Association for the duration of this contract.

G. A classroom teacher may be assigned a part-time, non-supervisory position to complete a full schedule only after discussion under P.L. 217.

H. The Board agrees not to employ any individual to perform work for which a classroom teacher's license issued by the State of Indiana is required, who is not included within the teachers' bargaining unit, unless such employment is authorized elsewhere by this contract or by the laws of the State of Indiana

I. Whenever a full-time teacher requests a part-time teaching position, the Board shall advise that teacher in writing what the salary and fringe benefits will be as a part-time teacher and what rights, if any, the teacher has in order to regain a full-time position, as well as explaining the procedure the teacher should follow in attempting to regain a full-time position.

J. In grievances involving teacher transfers/reassignments, the Board agrees, upon request, to provide the Association with copies of current teacher licenses and teacher evaluations of those teachers involved in the dispute.

K. Drug Screening and Physical Examinations

1. If the Administration has reasonable suspicion to believe a teacher is under the influence of controlled substances and/or alcohol, the Administration may conduct a drug and/or alcohol screening test at

its cost so long as the teacher is informed by the corporation prior to having the test administered.

a. All such tests will be performed by an accredited laboratory, which, as agreed by contract with the Administration, will follow National Institute on Drug Abuse (NIDA) protocol and requirements with respect to its testing procedures; to maintain the confidentiality of all testing results, to confirm all positive screens with a gas chromatography/mass spectrometry test, and to maintain chain of custody procedures which comply with all state and federal laws.

b. Any teacher who is asked to take a test for reasonable suspicion and who tests positive or refuses to take the test shall be subject to discipline in accordance with other provisions of this master contract.

c. The term "reasonable suspicion" as used herein may include direct observation of drug use or possession, direct observation of symptoms of drug use or alcohol or drug impairment, information supplied by reliable and/or credible sources which after investigation by the Administration to determine reliability and credibility appear to be accurate, or conviction for violation of any criminal statute involving alcohol and/or drug abuse.

2. The Administration may require any teacher to have a physician's examination at the Administration's expense at any time when permitted by law when job-related, and consistent with business necessity.

Article 3: Association and Teacher Rights and Responsibilities

A. As a professional employee, each teacher shall comply with the policies, rules, and regulations of the Board in order to implement the optimum educational process; however, teachers will not be expected to perform any directive that threatens the physical well-being of the teacher or student or is professionally demeaning to the teacher.

B. If a participant in any meeting with a teacher becomes unruly or abusive, the teacher has the right to request that the chairperson briefly recess the meeting to discuss the situation. The chairperson will have the authority to continue the meeting or reconvene at a later date. If the chairperson decides to continue the meeting, the teacher shall have the right to leave the meeting without penalty, reprisal or retribution.

C. Recognizing that in-service training is beneficial to both the teacher and the school system, teachers new to the system shall attend all meetings unless absent from school or excused by the Unit Head.

D. After reporting to the principal's office, the Association President or designee may visit school buildings to carry on Association business as long as regular school activities are not disrupted.

E. The Association shall be provided a separate mailbox in each school. The Association's interschool mail shall be distributed by the Board to the extent possible under law without postage. The Association's office shall be a regular stop on the Board's regularly scheduled interschool mail delivery system.

F. The Association shall have reasonable access to telephones, fax machines, and other forms of electronic communications, provided that such use shall not interfere with the business of the corporation.

G. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each faculty lounge.

H. No competing teacher organization shall be allowed to use the interschool mail delivery service or school mailboxes for mailings from its organization to teachers in the bargaining unit.

I. The Association as the sole and exclusive bargaining agent for classroom teachers shall be the only organization to use school buildings without the normal rental fee for meetings except during a representation election.

J. A mutual exchange of information that will assist in developing accurate and constructive programs for teachers shall take place.

K. The Association shall be notified in writing by the Board of any teacher who is either asked to resign from Fort Wayne Community Schools or has dismissal procedures initiated against him/her unless the teacher objects to such notification. Such notification by the Board to the Association shall be made within five days of the receipt of formal notification by the teacher.

L. The Board shall supply to the Association office the following material which may be supplied electronically unless hard copy only is requested:

1. Board meeting agendas.

2. The REPORTER or the FWCS employee publication.

3. Board minutes.

4. Budget estimate worksheets for state school support immediately following Board hearing in August.

5. Board Budget Forms I, II, and III immediately following August hearing.

6. Copies of annual financial Forms 9A and 9B at the time they are submitted to the State Department of Public Instruction.

7. A copy of Form 30 immediately upon filing with the State Department of Education.

8. A copy of the official school budget when complete.

9. A list of newly hired teachers immediately upon employment including address, teaching assignment, education, experience, and salary.

10. Any materials made available to the general public and press.

11. A list of employed teachers by units as of the first teachers' pay day and as of the first pay day of the second semester.

12. A distribution chart of all teachers in the bargaining unit by salary schedule column (plus additional indices) and experience on October 1 and February 1. Teachers employed less than full-time

shall be so noted on the distribution chart with the percentage of employment indicated.

13. Copies of Forms II and III immediately following the hearing before the representative of the State Board of Tax Commissioners.

14. On or about April 1, a separate teacher seniority list for elementary and secondary teachers by area of certification.

15. The names and positions of teachers within two weeks after they are declared surplus by the Administration.

16. A list of teachers by unit as of the first teacher pay day, receiving additional compensation and the amount of same.

17. On or about October 1, a list of teachers with part-time teaching assignments with the specific assignment denoted.

18. The student enrollment by grades for each school, including special education students, as soon as possible after the official enrollment date for the school year and again during the second semester.

19. The names of teachers who are teaching outside their area(s) of endorsement as soon as possible after each semester begins.

20. Elementary school individual class size enrollment as soon as possible at the beginning of each semester.

21. A copy of the health insurance actuarial reports as soon as possible after being received from the insurance company.

22. A report on or about November 15 and May 15 each year of the number of teachers currently participating in the group term life insurance plan including the total dollar amount of the teacher coverage. Also, a report of total premiums paid by FWCS and claims paid against the group plan for all employment categories.

23. A report on or about November 15 and May 15 each year of the number of single employee and family employee plans for each account of the group health insurance plan. Also, the number of dependents covered under each employee group, plus the total premiums for group health insurance paid by FWCS and a report of all large medical claims paid during the past six months. Large claims are those exceeding one-half of the stop loss. Information shall be in a format that does not violate HIPAA privacy rules.

24. A list of summer teaching assignments prior to the start of each session, if possible.

25. Unit email addresses; updated each semester.

26. FWEA Webpage link.

27. Parking access cards for the Grile Building for FWEA President and Executive Director.

M. No in-service, program development and evaluation, or building faculty meetings involving teachers shall be scheduled on one day each month designated as FWEA meeting protected days between the hours of 3:30 p.m. and 7:30 p.m. during the school year and a full day in August before the start of the school year. Protected days are usually the third Monday of each month (the fourth Monday of the month of January, and the fourth Monday during the month of February when President's Day is a paid holiday.) A list of protected days for the succeeding school year shall be provided by the Association to the Joint Communications Committee no later than March 15. By mutual agreement, protected days may be adjusted from the traditional protected dates to meet the specific needs of FWCS and FWEA for a given school year.

N. Upon request by the Association, the Association President shall be released by the Board from teaching assignment either full-time or afternoons to carry out the duties of president. The Association shall pay the president's appropriate salary and the Board shall provide the president with insurance, fringe benefits and all other rights equivalent to a full-time teacher provided in the contract. At the conclusion of the term in office, the president shall return to his/her former teaching assignment.

The teacher hired to replace the president shall be issued a regular teacher's contract. This teacher shall be surplused or laid off (per Article 9 of this contract) upon the president's return to his/her former teaching assignment. If the president does not give notice of intent to return by May 1 of the year preceding the expected return, the replacement shall continue in that assignment for another school year and the president given an alternative assignment for that year.

O. The Association, through its president, shall be granted 50 paid days each school year to be used for Association activities, including lobbying activities at the General Assembly. **The Association may carry over unused days up to 10 days per year up to a maximum of 60 paid days being granted each school year.**

P. Any teacher who incurs expenses for damage or destruction of eyeglasses, braces, or personal items because of the actions of a student or students shall be reimbursed for replacement costs by the Board.

Q. No complaint made by a parent or student shall be made part of a teacher's personnel file until the matter is first reported to the teacher in writing. Said teacher shall be allowed to submit a written reply to accompany the complaint in said file.

R. Any teacher may submit positive communications to be included in the teacher's personnel file.

S. Parent-Teacher Conferences: For evening Parent-Teacher Conferences, FWCS shall provide adequate security at the school site.

T. No teacher shall be required to give medication to a student.

U. Any teacher who lives within the Fort Wayne Community Schools district shall have the option of having his/her child/children attend the school where he/she teaches unless the enrollment would adversely affect racial balance. Tuition shall be required if the child/children live outside Fort Wayne Community Schools' boundaries.

V. **If a teacher's personnel file is examined by an administrator, the file shall contain a record indicating who reviewed it, the date reviewed, and the reason for such review.**

W. **Observation of a teacher's class by persons other than authorized school administrative personnel shall be allowed only after consent has been granted by the building principal and the teacher involved.**

X. **All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.**

Y. **A teacher shall receive a copy of all letters, reports or documents which are placed in his/her personnel file after initial employment.**

Z. **The Association shall be placed on the planned agenda specified by Article 14 A 3 for each faculty meeting.**

Article 4: Grievance Procedures

A. A grievance shall be defined as a difference between the Administration representing the Board and the Association or one or more teachers involving an alleged violation, misinterpretation, or misapplication of any rule, regulation, or policy of the Board which directly affects the teacher or teachers in their teaching assignment, except that only timely grievances involving an alleged violation of an express provision of the master contract may be presented to binding arbitration. Arbitration of all other grievances shall be advisory.

B. If a potential grievance involves an individual teacher, it shall be discussed informally with the building principal. The teacher may involve the Association's building representative in the discussion at the teacher's option.

The teacher may request representation by the FWEA **P**resident or UniServ/**Executive D**irector at this meeting. If a request for this representation is made, FWEA will forward the request to Employee Relations for disposition of the request. Employee relations will notify FWEA of its disposition of the request.

C. If after this discussion, the teacher believes there is a basis for a formal grievance, or if the Association believes there is a basis for a class grievance, the aggrieved party shall file a written grievance with the building principal or Employee Relations Department no later than eighteen (18) school days after the occurrence that gave rise to the alleged grievance or after the aggrieved party became aware of the occurrence, whichever is later. The prescribed form shown in Appendix 1 signed by the grievant and/or the Association shall be used.

D. Within fifteen (15) school days of the filing of the grievance, the parties shall meet to review it, gather facts, and discuss possible resolution. If the grievance is not resolved, a written answer with copies to all concerned shall be returned within five (5) school days of the meeting.

E. If the grievance is not resolved at the meeting or by the written answer, the aggrieved party may, within fifteen (15) school days after the receipt of the written answer, o**r** if no answer is given within twenty (20) school days of the meeting, file a notice of arbitration with the Joint Communications Committee. The grievance shall be discussed at the next meeting of the Joint Communications Committee. If it is not resolved, either party may request arbitration.

F. Arbitration is requested by letter, with a copy to the non-requesting party, to the American Arbitration Association requesting that they select an

impartial arbitrator and conduct the arbitration proceedings. Both parties agree that the American Arbitration Association shall conduct the arbitration according to its rules. If the grievance is subject to binding arbitration, the arbitrator may apply this agreement to the case under consideration but shall have no authority to add to, subtract from, or modify the terms of this master contract. If within the terms of his/her authority, the decision of the arbitrator shall be final and binding on the parties. If the grievance is one subject to advisory arbitration, it is hoped that in an atmosphere of good faith, the decisions of the arbitrator will be accepted by both parties. Upon request, the parties shall exchange information reasonably necessary to prepare for any scheduled arbitration, including lists of witnesses and exhibits.

G. The Joint Communications Committee may, at any time between the informal building level discussion and arbitration, agree to suspend all timelines to gather information, attempt mediation or otherwise interrupt the process. Any such suspension of timelines shall be documented in writing. Unless suspended, time limits shall be strictly observed.

H. The Association shall be informed prior to any adjustment. No adjustment shall take place contrary to negotiated policy.

I. The cost of the American Arbitration Association arbitrator shall be shared equally by the parties.

J. In the event a grievance is filed after May 15 of any year and strict adherence to time limits might result in hardship on any party, both parties shall make every effort to process the grievance prior to the end of the school term or as soon as possible thereafter.

K. All grievances initiated prior to the expiration of this contract shall be resolved according to this grievance procedure.

L. The rules and regulations of the American Arbitration Association shall be followed if expedited arbitration is utilized on any dispute regarding this contract.

M. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant. The documents, communications, and records shall not become part of any file that is utilized in the promotion process nor shall they be used in any recommendation for job replacement.

Article 5: Board and Association Relations

A. Negotiation Procedures

1. The Administration and Association shall be represented at the negotiation table by a team of their respective choice. Each party shall identify for the other the members of its team. Resource people for either team may attend negotiation sessions at the request of the team desiring the individual's expertise. The spokesperson for each team may call upon as many individuals as deemed appropriate to speak on a topic at the table. Non-participating observers may attend with the mutual consent of both teams.

2. Neither party shall exercise any control over the selection of the negotiation representatives of the other party. While both teams shall be clothed with all the necessary power and authority to make proposals and counterproposals, no agreements or understandings reached by the representatives shall be binding unless ratified by the Board and the Association.

B. Impasse Procedures

If either the **A**dministration o**r** the Association or both parties determine that their differences of position are so serious that further negotiation seems impossible of producing a satisfactory contract, the Association an**d**/or Administration may invoke the impasse machinery which includes mediation and fact-finding as provided in P.L. 217 of the **S**tate of Indiana.

C. Joint Communications

1. Outside the negotiation process, it is recognized that there is a need for regular dialogue and communication between the Association and the **A**dministration representing the Board. This need for communication may be to exchange information or it may be of an urgent nature necessitated by actions of the Association or the Board/Administration which appear to one of the parties to be in contradiction to good relations. Regular informative meetings of the Joint Communications Committee, which consists of the FWEA **P**resident and the UniServ Director and designated representatives of the Administration, shall take place at least once each month during the school year unless mutually agreed otherwise. Special meetings of a more urgent nature may be requested either by the representative of the Administration or by the president of the

Association or designee. Both parties will meet within three school days upon request by either party.

2. Compliance with the **F**ederal Elementary and Secondary Education Act (ESEA), also known as **N**o Child Left Behind (NCLB), shall be overseen by a joint committee consisting of the Superintendent, FWEA President and UniServ Director and their designees. This committee shall be responsible for all issues of compliance, reporting and action required by ESEA. All decisions made by the oversight committee shall be made using a consensus model as opposed to a majority vote concept.

3. It is recognized that there are many areas of concern for both teachers and administrators where a common goal exists and where joint committee study and discussion can be of mutual benefit. Such areas shall be defined and equally representative joint committees appointed for discussions at mutually agreeable times.

D. Waiver Procedures

1. If any building or unit believes it can more effectively perform its educational mission by being exempt from any provision of the contract or procedure of FWCS, it may apply for a waiver from such provision or procedure.

2. The waiver request must be submitted in writing by the Quality Improvement Team (if one exists) or by the unit head and FWEA building representative(s). The written waiver request shall be directed to the FWCS-FWEA Joint Communications Committee. The waiver request must specify the contractual provision or procedure to be waived, the nature and duration of the waiver, the rationale for the waiver, an annual review procedure, and the teachers to be affected by the waiver.

3. The unit head shall keep the Area Administrator informed of the waiver request progress and the FWEA building representative(s) shall keep the FWEA **P**resident or designee informed of the waiver request progress.

4. The FWCS representatives of the Joint Communications Committee will review the waiver request with the Area Administrator and appropriate personnel. The UniServ Director and the FWEA **P**resident or designee will review the waiver request with the FWEA building representative(s), and appropriate personnel. After such review, the process will proceed to the next step.

5. The Joint Communications Committee shall consider the waiver and decide if it is to advance to a faculty vote. The decision of the Joint Communications Committee shall be by consensus. The Director of Human Resources shall notify the Area Administrator and the unit head of the approval to proceed with the faculty vote. The FWEA UniServ Director shall notify the FWEA **P**resident or designee and building representative(s) of the approval to proceed with the faculty vote.

6. The unit head and the FWEA building representative(s) shall have the responsibility to take the waiver proposal to the school faculty for approval. The vote, jointly conducted by the unit head and the FWEA building representative(s), shall be by secret ballot of the faculty. Of the total faculty, 75 percent must vote in favor of the proposal in order for the waiver to be implemented.

7. The school faculty vote on whether to implement or not to implement the waiver provisions shall be sent in writing to the Joint Communications Committee.

8. At anytime during the duration of the waiver, upon written request of a simple majority of the faculty, the waiver shall be revoked by the Joint Communications Committee. This simple majority (51 percent of the faculty) shall be determined by a secret ballot vote conducted by the unit head and the building representative(s).

9. The waiver shall be considered an addendum to the FWEA-FWCS master contract, and any dispute as to its interpretation or application shall be subject to grievance procedures listed below.

E. Public Law 221 and Quality Improvement Teams

1. Each school will have one planning committee – the Quality Improvement Team. The school's Quality Improvement Team replaces any school's site council as well as Technical Assistance Committees in Title I schools. Title I schools will incorporate Title I planning and assessment activities into the functions of the Improvement Team where permissible under federal law.

2. The size of a school's Quality Improvement Team will vary depending on the enrollment at each school. Regardless of the size of any Quality Improvement Team, a majority of its members will be teachers as that term is defined by the Master Contract. Members of the FWEA bargaining unit can only serve on a school's Quality Improvement Team in the capacity of a teacher.

3. Principals and FWEA Association Representatives agree to work together to identify a volunteer pool of interested teacher candidates to serve on the Quality Improvement Teams.

4. Pursuant to PL 217, FWEA has the right to approve members of the bargaining unit selected to serve on all schools' Quality Improvement Teams.

5. All decisions made by the Quality Improvement Team shall be made using a consensus model as opposed to a majority vote concept.

6. No teacher shall be required to participate as a member of a school's Quality Improvement Team, although the plan adopted by the Quality Improvement Team is binding on all teachers in the school.

7. No teacher shall be disciplined, adversely evaluated, or formally criticized by his/her participation or non-participation on a school's Quality Improvement Team.

8. FWEA, as authorized by PL 217, has the right at its discretion to approve or revoke the ability of a particular school to use the Quality Improvement Team as a vehicle for fulfilling the discussion process as required by Section 5 of Public Law 217.

9. The Joint Communications Committee shall resolve any disputes over the operation and conduct of a school's Quality Improvement Team.

10. A plan adopted by a Quality Improvement Team cannot be in conflict with the provisions of the Master Contract unless the school has successfully utilized the contract waiver provisions found in Section D of this article of the Master Contract. **Quality Improvement Teams may not alter, modify, or take action inconsistent with District Guidelines without receiving authority to do so from the Joint Communications Committee.**

11. Each Quality Improvement Team has available to it a minimum of two instructional days of released time for each QIT teacher member each school year for teacher training, collaboration, or development, to be allocated by the Team within guidelines determined by the Joint Communications Committee.

12. The Association agrees that due to the statutory requirements of PL 221 the Association will not include activities and participation of teachers on the committees as part of any concerted activity to influence the outcome of negotiations.

Article 6: Disciplinary Measures and Due Process Procedures

A. General Information

1. The parties agree that progressive discipline consisting of: (a) at least one verbal reprimand, and (b) at least one written reprimand shall take place before a teacher is suspended or recommended for dismissal. Progressive discipline measures shall be waived if, in the judgment of the **A**dministration, the offense is of a gross or serious nature that requires immediate action. Except in the case of a gross or serious rule infraction by a teacher, the teacher shall be given a verbal warning prior to any written reprimand on an alleged violation.

2. If a teacher is to be disciplined or reprimanded by the Board or Administration outside of the regular evaluation procedure**,** and if a written record of said action is to be kept, the teacher shall be notified in advance of the purpose of the meeting and shall be informed that he/she may be accompanied by a representative of the Association or counsel of choice.

3. No official reprimand of a teacher by the **A**dministration or Board shall take place in a public meeting, through the media, or in the presence of other persons exclusive of the designated representatives of the parties.

4. If the **A**dministration receives information of teacher misconduct which it believes serious in nature, it may immediately relieve the teacher from duty, with pay, **or give the teacher an alternative assignment**, pending an investigation. After the investigation is complete, but no later than five (5) school days after removal, the teacher will be returned to work or a meeting will be held with the teacher and the teacher's representative to discuss the results of the investigation and any proposed suspension. The teacher will be given an opportunity to respond during the meeting.

5. When imposing discipline on a current charge against a teacher, the Board or **A**dministration shall not take into account any prior allegations or infractions which occurred more than 12 months previously for which the teacher had not been formally disciplined or evaluated.

6. Any such discipline, reprimand, suspension or reduction in status, compensation, including the merits of adverse evaluation statements of teaching performance or competence asserted by the Board or its representatives, shall be subject to the professional

grievance procedure set forth in this contract, but shall not be subject to binding arbitration. If the Association grieves a discipline issue not subject to binding arbitration, the failure to arbitrate that issue may not be used in any later discipline or arbitration against the Association or the grievant. All information forming the basis for disciplinary action, including documentation for adverse statements on evaluation, shall be made available to the teacher.

7. If a teacher is to be released from an assignment carrying additional compensation, the teacher shall be informed of the reason or reasons and may request a conference with a designee of the **S**uperintendent and Association **P**resident or designee. At this conference, the teacher may be released from the additional compensation assignment for cause, or a plan will be developed to overcome shortcomings.

B. Due Process

1. The Board agrees that the administrative staff is charged with the obligation of giving all teachers a reasonable opportunity to develop into useful and productive professional educators in the Fort Wayne Community Schools.

2. Any new teacher employed by the Board shall be considered a non-permanent (or probationary) teacher until semi-permanent or tenure status is attained.

3. Proposed suspensions without pay must follow applicable Indiana Code unless the teacher contesting a proposed suspension without pay elects to waive his/her right to a Board hearing and arbitrate the suspension as in Section B-5 (e), (f), and B-6 of this article.

4. Any teacher not notified of dismissal by certified mail on or before May 1 in accordance with the law shall be given a contract for the succeeding school year provided; however, that compliance with the May 1 date is specifically not required as authorized by Indiana Code 20-6.1-4-14.5 for non-permanent teachers subject to layoff under Article 11 of this Master Contract, to whom notice must be given by the date and in the manner specified in that Article.

5. The Board agrees that any teacher whose contract is not to be renewed shall be provided a fair hearing opportunity under the following procedure:

   a. Upon receipt of a dismissal notice, a conference with the **S**uperintendent or designee shall be mutually arranged,

during which time, the specific reasons for the proposed dismissal will be discussed. The teacher shall have the right to be represented by counsel or Association representative at the conference. The teacher and/or representative shall have the opportunity to respond to all charges during the conference.

b. In the event the aforementioned conference with the Superintendent or designee results in a continuation of the proposed dismissal, the teacher shall be provided a fair hearing before the Board, at which time the teacher and/or counsel or Association representative shall have the opportunity to cross-examine witnesses and to rebut evidence introduced against the teacher as well as present witnesses and evidence in the teacher's behalf.

c. The teacher has a right to arrange a meeting through the Human Resources department to review his/her personnel file with counsel or Association representative.

d. A copy of the minutes or record of the Board hearing and the decision of the Board shall be provided the teacher and counsel within 10 calendar days after their approval by the Board of School Trustees. In the event the Board fails to render a decision within 10 calendar days after the hearing, the teacher shall be granted a new contract.

e. If the teacher is not satisfied with the determination of the Board, the teacher may submit the case to arbitration as set forth in the grievance procedure of this master contract. Any teacher whose contract is not to be renewed by the Board may waive the right to a Board hearing. In the event that the Board hearing is waived, both the merits as well as the dismissal procedures shall be subject to binding arbitration under the rules of the American Arbitration Association. If the Board hearing is not waived, only the dismissal procedures shall be subject to binding arbitration.

f. The cost of the American Arbitration Association arbitrator under this Article shall be shared equally by the parties unless the individual teacher files for an arbitrator; then the teacher shall pay the Association's share.

6. If an arbitrator should find that the above due process has not been complied with by the Board in violation of this master contract, the arbitrator shall declare the purported or proposed dismissal void

and order such other relief as is necessary to protect the teacher's rights and security for the succeeding academic year.

Article 7: Professional Development

A. Academic Freedom

1. It is mutually recognized that freedom carries with it responsibility; academic freedom also carries with it academic responsibility which is determined by the basic ideals, goals, and institutions of the local community. Discussion and analysis of controversial issues should be conducted within the framework of the fundamental values of the community as they are expressed in the educational philosophy and objectives of the Board.

2. Within the preceding frame of reference and as it pertains to the course to which a teacher is assigned, academic freedom in the Fort Wayne Community Schools is defined as:

   a. The right to teach and learn about controversial issues which have economic, political, scientific, or social significance.

   b. The right to use materials which are relevant to the levels of ability and maturity of the students and to the purposes of the school system.

   c. The right to maintain a classroom environment which is conducive to the free exchange and examination of ideas which have economic, political, scientific, or social significance.

   d. The right of teachers to participate fully in the public affairs of the community.

   e. The right of students to hold divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion which are generally accepted by teachers in a normal classroom environment.

   f. The right of teachers to free expression of conscience as private citizens with the correlative responsibility of a professional presentation of balanced views relating to controversial issues as they are studied in the classroom.

B. Orientation

1. All teachers contracted for the school year who have never previously signed a regular contract with Fort Wayne Community Schools shall be required to attend orientation sessions. Each teacher attending the program shall receive $80 per day. The days shall be identified by the director of Human Resources.

2. The orientation program shall be jointly planned by the Association and the Administration, and the Association shall be given a place on the agenda.

C. **Ongoing Development**

1. In-service Committee

a. An in-service training committee shall consist of four members appointed by the Administration and four members appointed by the Association. The in-service training committee shall review and evaluate all in-service Project Proposals. The committee shall meet at least monthly during the school year unless mutually agreed otherwise.

b. Project Proposals must be signed off by the unit head and FWEA building representative before submission to the committee.

2. Quality Improvement Teams

a. The Quality Improvement Team in each school is responsible for allocating the building level professional development budget within guidelines determined by the Joint Communications Committee.

b. Each school's Quality Improvement Team will plan and provide for one six (6) hour building based day. For teachers, this in-service experience is voluntary and, if attended, is paid at the in-service rate for a maximum of six (6) hours.

3. Any teacher currently receiving additional compensation as a result of clock hours earned under previous contracts shall continue to maintain the salary schedule placement and compensation for as long as the teacher is employed by Fort Wayne Community Schools.

Paid Professional Development days for certain leaves and development **areas** provided for in Article 16.

D. The parties recognize the value of teachers voluntarily obtaining national awards and/or certification (such as National Teacher Certification). Any teacher who qualifies for such awards may notify his/her Area Administrator's office of said designation or award. The Joint Communications Committee will develop a process for the acknowledgment of teachers who have earned recognition outlined in this section.

Article 8: Teacher's Disciplinary Authority, Responsibility and Protection

A. General

1. Fort Wayne Community Schools is committed to providing a safe and secure learning environment for all students and staff, and has developed district-wide guidelines and procedures toward that end. One component of those guidelines and procedures involves the collection of student behavior data as outlined in the current FWCS Student Rights and Responsibilities and Behavior Code.

2. The Joint Communications Committee will develop guidelines for understanding and for training of district personnel in the enforcement of the FWCS Student Rights and Responsibilities and Behavior Code.

B. Disciplinary Authority

1. Referrals. Teachers may refer students for corrective action to the principal or his/her designee with a written reason for the referral. After the referral, the teacher shall be informed in writing of the disposition of the referral within five (5) school days.

2. Removals. When circumstances warrant, a teacher may remove a student from class or any educational function under the teacher's supervision for a one-day period. A student may be removed from a class or educational function on consecutive days if actions warrant it. Removals are subject to applicable provisions of Indiana Code. If necessary, a teacher may remove and refer a child immediately without a written referral. The referral shall follow after the class or function is concluded or as soon as reasonably possible. The student will not be readmitted until the class or function has concluded, disciplinary action has taken place, and the disposition discussed with the teacher.

3. Any form used by a school to facilitate the referral and/or removal of student from a teacher's class shall clearly distinguish the referral or removal process being used by the teacher.

4. Teachers have the legal authority to administer discipline to students receiving services pursuant to federal and state special education laws and regulations. The discipline of these students must follow the applicable procedural requirements outlined in federal and state special education laws and regulations. Teachers needing information and/or assistance in how the laws and regulations apply to a particular situation will receive the assistance needed from the unit head or in the unit head's absence from the FWCS Special Education department's administrative personnel.

Any student who is subject to a behavior plan is not relieved of his /her responsibility to comply with the rules and regulations of the school and/or FWCS.

C. Responsibilities

1. Each teacher has the responsibility to maintain order and control in the classroom through effective teaching and leadership techniques and through classroom discipline.

2. The Administration has the responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom if the teacher has followed the policies, procedures, and guidelines of the Board/Administration and has acted within the established practice of the individual school.

3. Unless there is a breach of an established **B**oard policy, teachers shall receive the full support of the Board and administrative staff in handling disciplinary problems.

4. Teachers shall endeavor to achieve correction of student misbehavior through counseling, interview, and conferences which may include the student's parents.

5. Teachers and administrators are responsible for following district policies on student discipline. Administrators who deviate from these **policies** shall, upon request of the referring teacher, provide the teacher with the rationale for the deviation.

6. If the teacher has acted properly in the performance of his/her responsibilities and is a defendant in a situation relating to the performance of these responsibilities, the Administration shall provide legal counsel.

7. Data from the FWCS Student Rights and Responsibilities and Behavior Code program shall not be the determining factor in employment decisions by administrators.

8. The unit head shall furnish each teacher in the school with basic guidelines for handling disciplinary problems. Intervention Assistance Teams will be strengthened and utilized more effectively to develop behavior intervention plans.

D. Teacher Protection

1. Any teacher who is threatened or assaulted while performing his/her duties shall be supported by the administrative staff until

such time as an investigation of the case, initiated by the school Administration, is concluded. The principal or designee shall make disposition of the case based on the facts revealed by the investigation, which shall include contacting all school staff and students who are involved. The teacher involved shall be consulted throughout the investigation. Applicable Indiana Code regarding assault against teachers will be followed.

2. A student who commits assault and/or battery upon a teacher or threatens assault and/or battery upon a teacher who is in the performance of duties shall be disciplined according to the FWCS Student Rights and Responsibilities and Behavior Code. The student so disciplined may be readmitted to class after considering whether returning would constitute a further threat to the safety of the teacher and/or students. The principal shall first obtain and consider the recommendation of the teacher assaulted prior to making the decision to readmit the student. **Any student expelled or convicted of a crime for assaulting a teacher shall not again be assigned to that teacher unless that teacher consents to the assignment or there is no other reasonable alternative to the assignment.**

3. No teacher shall suffer loss of salary or **reducation** of leave if the teacher is absent to appear before judicial body or legal authority in an action resulting from student disciplinary situations.

4. Any teacher who incurs expenses for damage or destruction of eyeglasses, braces, or personal items because of the actions of a student or students shall be reimbursed for replacement cost by the Board.

5. In the case of assaults upon teachers by a student or students where injury results which qualifies as compensable injury under Worker's Compensation, Section B-8 of Article 16, ABSENCE AND PAID LEAVE, will be operative.

6. Parent-Teacher Conferences: For evening Parent-Teacher Conferences, Fort Wayne Community Schools shall provide adequate security at the school site.

7. No teacher may be disciplined based on anonymous complaints.

8. No teacher will be required to physically intervene in any incident of student behavior which poses a threat to the teacher or others.

Article 9: Safety

A. General

1. The Board and the Association are committed to providing a safe environment for teachers and students. Any time a teacher believes that an unsafe condition exists that may place the teacher and/or students in an unsafe situation, the teacher is encouraged to notify the Administration of the unsafe situation

    a. The principal/unit head or designee shall investigate the concern(s) of the teacher and make reasonable attempts to address the concerns.

    b. If the teacher believes the concerns are not resolved, the teacher should contact the appropriate Area Administrator for additional review of the concerns.

    c. The Joint Communications Committee, upon the request of the teacher or Area Administrator, shall review the concerns and if necessary, make appropriate recommendations.

2. Teachers shall not be required to work under conditions that are unsafe, hazardous, or unhealthful, or to perform tasks that endanger their health, safety or well being.

3. Students shall not be required to learn under conditions that are unsafe, hazardous, or unhealthful, or to perform tasks that endanger their health, safety or well being.

4. Each school shall develop a safety and security plan and review the plan with the entire faculty during a meeting on the first day of school. The plan should consider the use of intervention assistance teams and behavior intervention plans, staff training to deal with violence and emergencies, mechanisms for communicating behavior information to appropriate staff, and school climate assessments, and a mechanism for timely feedback of any information gathered as part of the security plan.

B. Bomb Threats

1. The Board and Association will establish guidelines to notify teachers in an appropriate manner and as soon as advisable of bomb threats. No teacher shall be required to actively search for weapons or bombs.

Article 10: Teacher Contract and Contract Period

A. Contract

1. The Board shall use the official regular teacher's contract form, the temporary teacher's contract, and supplemental services teacher's contract for public school corporations as prescribed by the State Superintendent of Public Instruction. No additional conditions will be affixed to the above-listed teacher contracts.

2. A teacher selected to fill the position of a teacher who has resigned or died shall be given a regular teacher's contract for the remainder of that year and shall be paid a salary based on the schedule according to years of experience and training. In the event the regular contracted teacher who dies or resigns is on a leave of absence at the time of death or resignation with a teacher under a temporary contract teaching his/her class(es), the **A**dministration shall implement the priorities of Article 11 to fill the teaching position effective with the expiration of the temporary contract.

3. Except as otherwise provided in this agreement, a teacher selected to fill a vacancy created by a leave of absence shall be given a temporary teacher's contract based on years of experience and training and shall, before signing, be made aware that the specific assignment is only for the duration of the leave of absence, or such vacancy may be filled by a teacher holding a regular contract and who is assigned as a permanent substitute. All teachers who fill such vacancies shall be eligible for full fringe benefits upon assignment until completion of the assignment.

4. A copy of the salary schedule for teachers and the terms of employment shall be furnished each teacher when the contract is presented for signature.

5. In the event no regular licensed teacher is available to fill a vacancy caused by the death, resignation**,** or entry into the military service of a regular teacher, a substitute teacher may fill such vacancy only until a regular teacher is available.

6. No regular individual contracts will be issued until all terms and conditions of employment have been agreed to and signed by the Board and the Association; however, tentative individual contracts may be issued in the event the master contract expires and no agreement has been reached as of the expiration date.

7. A teacher shall be allowed at least three days to read and review his/her individual contract before signing.

B. Contract Period

1. A teacher's contract shall be written for a 190-day school year within the 42-week as designated in the official school calendar.

2. Any teacher who will not be returning for the following school year is expected to submit a letter of resignation prior to April 1.

3. Any non-permanent teacher who will not be awarded a contract for the following year and has not submitted a letter of resignation will be notified by registered mail or by personal delivery at a time other than during the school day. This teacher shall be told the reason for not being offered a new contract. This shall be done as soon as such a determination is made, but no later than May 1 in accordance with the law, unless the teacher is being laid off in accordance with Article 11.

4. A teacher contracted for the regular school year is contracted for 190 days. A teacher contracted to begin teaching after the first day of the regular school year will be contracted for $1/190^{th}$ of the full year's salary times the number of days (school days and paid holidays) remaining in the school year.

5. A teacher contracted for a 12-month year is contracted for 260 days. Vacation for full-time teachers contracted on a 12-month basis whose starting date is prior to December 31 shall receive a five-day period in the following year. The specific time for these five days will be determined by the immediate supervisor of the instructor and approved by the appropriate director prior to May 30 of each year. If certain programs are in operation during vacation periods provided by the school calendar, these days may be added to the five-day vacation period.

Article 11: Placement, Assignment and Promotion

A. General

1. Employment Practices

All teachers shall be employed on the basis of their professional qualifications and certifications in accordance with the licensing standards as prescribed by the laws of the **S**tate of Indiana and regulations of the Indiana Department of Education for the assignment involved. Political activity, race, creed, religion, color, national origin, marital status, age, gender, handicapping conditions or limited English proficiency, professional activity, family relationship or residence shall not be made a condition of employment and shall not be a consideration in administering personnel policies and procedures.

2. Placement

Teachers are employed by the Board and are placed in the building or unit by the Board upon the recommendation of the **S**uperintendent in the best interests of the total system based on professional qualifications and the preference of the individual teacher.

3. Assignment Within a Building

a. Teacher assignments within the school buildings or unit are made by the building principal or unit head and where appropriate in consultation with the department head according to the teaching needs of the school or unit and according to the best qualifications and preference of the teacher in that school or unit.

b. A teacher who desires a change in grade and/or subject assignment for which the teacher is certified shall submit a written request to the building principal or unit head.

c. A teacher will not be assigned to teach outside the area of certification except in an emergency. If it is not feasible to avoid such an assignment, the teacher shall be consulted and alternatives explored. Assignment outside the area of certification shall be made only with the approval of the teacher, and that teacher shall have first choice of reassignment should any openings become available in the area of certification. In the event of such an assignment, the

teacher shall not be subject to evaluation insofar as the subject matter for which the teacher is not certified. Evaluation may take place in other areas.

d. A teacher who is affected by an involuntary change of assignment to a grade level or subject areas, shall be notified in writing by the building principal at least five school days prior to the change of assignment unless waived by the teacher or during the first three weeks of each semester.

4. Qualifications

The term "qualifications" as used in the master contract, shall mean a combination of:

a. Current teacher certification,

b. Written job performance evaluations,

c. Educational background, and

d. Relevant instructional work experience.

5. Transfer or Reassignment

The reassignment and/or transfer of a teacher shall be made on the following criteria:

a. Qualifications in the area of vacancy.

b. Length of service in school system.

c. Mutual agreement of teacher and Administration.

d. Particular teaching needs of the building or unit.

6. Grievances

Any grievance filed regarding this article shall be submitted to expedited arbitration if, either the teacher filing the grievance or the Board requests in writing within 14 calendar days of filing the grievance, provided the request is agreed to in writing by the responding party within 10 calendar days after receipt of the request.

7. Teachers transferring, voluntarily or involuntarily, from one school building to another during the school year shall have one full school day to move and become acquainted with their new building and principal.

B. Surplus

1. A surplus is a reduction in the number of teachers in a building or unit for the following school year.

2. A teacher who is affected by an involuntary surplus shall be notified in writing by the building principal and/or Human Resources department prior to receiving the official notice of change.

3. When a reduction in the number of teachers in a school/unit is necessary, a volunteer shall first be solicited from the entire faculty after which, if necessary, the transfer shall be made on the basis of the criteria in section A. While the Administration may request individual teachers to declare themselves surplus, no teacher may be forced to do so.

4. If a teaching vacancy for which the surplused teacher is qualified occurs in that school up to the official student count day of the following school year, the surplused teacher shall be given the opportunity to return to that assignment.

5. Written notification to teachers of surplus status will be one week before the first job fair posting.

6. Surplus teachers not placed in the first job fair shall be placed through the efforts of the Joint Communications Committee or designees. Efforts will be made to match the preference of the surplus teacher with preferences of principals/unit heads where vacancies exist after the first job fair. Surplused teachers not placed in the first job fair have preference over newly hired teachers in that area of certification until all surplused teachers in the area of certification are placed.

C. Reassignment (Within a Building)

1. Voluntary

A teacher who desires a change in grade and/or subject assignment for which the teacher is certified shall submit a written request to the building principal or unit head.

2. Involuntary

   A teacher who is affected by an involuntary change of assignment to a grade level or subject areas shall be notified in writing by the building principal at least five school days prior to the change of assignment unless waived by the teacher or during the first three weeks of each semester. **Rationale for the change in assignment shall be given to the teacher upon request.**

D. Vacancies for Following School Year/Posting Period

1. The posting period for known teaching vacancies for the following school year including coaching positions eligible to receive additional compensation under Article 19 shall begin with the posting for the initial job fair and end at the first full week of August. Positions posted for the two job fairs must be filled in accordance with the procedures described in sections D and F.

2. The following employees may participate in each of the two (2) job fairs:

   a. Job Fair Number 1 – regular contract teachers with 1.0 positions and surplused teachers placed in an equivalent position. Regular contract teachers with a less than 1.0 position may apply for an equivalent position, but may not increase his/her FTE.

   b. Job Fair Number 2 – all applicants including outside applicants.

3. Voluntary Transfer

   a. A teacher desiring to interview for a posted position shall request an interview on the appropriate form shown in Appendix 2 to the Human Resources Department by the teacher requesting the change of placement.

   b. An interview request must be received by the school principal/unit head within seven (7) calendar days of the posting.

4. Each posting of a teaching vacancy shall describe the teaching assignment/proposed schedule, certification requirements, and extracurricular assignments in addition to any other job related requirements. All postings shall be dated when typed and also dated when posted in the school building.

5. Newly created teaching vacancies for the following school year shall be posted in accordance with section D. The **A**dministration shall complete its initial teacher allocations for each school unit for the following year no later than May 1, and provide the Association with a copy of the teacher allocations.

6. Two job fairs will be implemented for teachers during the period between May 1 and fourteen (14) calendar days after the end of the school year (dates to be mutually determined by the Joint Communications Committee.)

7. An interview shall be provided for the four best qualified teacher candidates.

8. As part of the selection process, the principal/unit head shall conduct a structured interview, maintain a record of the interview results for teacher, and a candidate summary ranking of each teacher against the job requirements and criteria.

9. The unit head is responsible for making a recommendation for the filling of vacancies. Members of the bargaining unit who participate in the interviewing process for a vacancy shall not make recommendations or be responsible for decisions or ratings.

10. Any current bargaining unit member who submits a request for an interview and is not granted an interview shall be notified in writing of this decision. Upon the written request of the teacher, the school principal/unit head or Human Resources department shall give in writing the reason(s) the request for an interview was denied within two (2) calendar weeks after the date of the denial.

11. Any current bargaining unit member granted an interview for a posted position and who is not accepted for the position, the principal/unit head or Human Resources department shall, upon written request from the teacher, notify the teacher in writing within two calendar weeks of the administrative recommendation to fill the teaching position, stating the specific reasons why the teacher was not the successful applicant for the posted position.

12. No posted teaching vacancy shall be filled until seven calendar days after the date of the posting. Each unit head, Area Administrator or designee shall be available to conduct structured interviews at the two job fairs.

13. Teaching vacancies posted during the second job fair shall be filled in the following order:

    a. Teachers who have requested an interview and/or surplus teachers.

    b. Regular contract teachers who are on layoff and/or part-time teachers who wish to return to full-time employment.

    c. Teachers previously under regular contract to FWCS who reapply and are accepted for re-employment, substitute teachers accepted as eligible for regular contract, and other applicants.

14. The parties agree that the **A**dministration may employ minority teachers for posted teaching vacancies under a regular contract for the next school year at any time the number of positions available in a certification area exceeds the number of surplus teachers in that certification area.

15. In grievances involving teacher transfers/reassignments or filling of teacher vacancies, the FWCS agrees, upon written request, to provide the Association with copies of current teacher licenses, performance evaluations, interview documents and any other written material used by the school corporation in making its decision regarding a transfer/reassignment or filling a teacher vacancy.

E. Vacancies Outside of Posting Period

1. Teaching vacancies that occur in allocated and assigned teaching positions after the end of the first full week of August for the current school year shall not be subject to the procedures for the posting period.

2. Teaching vacancies that occur outside the posting period shall be filled in the following order:

    a. Surplus teachers who have not been placed.

    b. Regular contract teachers on layoff.

    c. All other applicants.

3. The Human Resources department will keep a list of job vacancies that occur during the non-posting period for review by substitute teachers and other applicants.

4. A teacher who becomes aware of a vacancy during the non-posting period may apply for the vacancy. Selection for the position may be made at the discretion of the Board without regard to qualifications as defined in paragraph A-4. If a current teacher is selected by the Board for the position, the Board may, at its discretion, treat the vacancy as filled immediately but hold the actual assignment of the teacher selected until the end of the school year or semester and fill it temporarily by some other means.

5. Teaching vacancies during the school year which are filled by teachers on temporary contract or by substitute teachers shall be posted for the ensuing year as new openings.

F. Reduction in Teaching Staff

1. In the event of conditions necessitating a reduction in the number of teachers employed by the Board, the following procedure shall be followed:

   a. If a reduction in staff is necessary, teachers with the least amount of continuous service under a regular teacher's contract in this school corporation shall be laid off first within their area of certification. Service under a regular teacher's contract does not include service under supplemental, temporary, substitute, and/or other contract.

   b. Those holding limited licenses will be subjected to layoff before those holding standard licenses in the area of certification regardless of service credit unless a waiver is agreed to by the Joint Communications Committee.

   c. Elementary teachers with multiple certifications who are protected from layoff in one area of certification may not transfer to another area of certification if there are qualified teachers for that area in layoff status. Teachers protected from layoff due to multiple certifications must teach in those areas the following school year. If no one qualified for a vacancy remains on a recall list and/or there are no bounce-back rights for that vacancy, and if there is a vacancy in the area of the multiple certification of the teacher, the teacher may leave the protected area after all contractual processes for filling that vacancy are followed.

2. Service shall commence to accumulate the date the Board approved the individual teacher contract or the date the teacher

starts to teach, whichever is earlier, and shall continue to accumulate during approved leaves of absence and layoffs due to staff reductions as provided in this section. If more than one teacher commenced service on the same date, the following procedure will be used to break the tie:

a. The sum of the last four digits of the social security number will be added. The higher sum of the two is granted the greater seniority.

b. If an additional tiebreaker is needed, representatives of FWCS and FWEA will draw lots with the first drawn granted the greater seniority.

3. The Association shall receive the proposed list of teachers to be subjected to a reduction-in-force no later than five (5) school days prior to notification of the bargaining unit members of his/her reduction. The list will be by area of certification or delivered in such a fashion that the Association can promptly divide the list into areas of certification.

   There will be a meeting of the Joint Communications Committee to review the proposed list and resolve any issues in dispute. The meeting will take place after the receipt of the proposed list by the Association but before teachers are formally notified of the reduction-in-force.

4. The parties may agree to extend an opportunity for teachers to voluntarily participate in a reduction-in-force. However, no teacher will be allowed to voluntarily participate in a reduction-in-force, in order to avoid teaching in a protected multiple certification area.

5. Teachers receiving notice of layoff as provided in this section shall have the due process rights and privileges of this master contract and of state tenure laws at the time of notice of layoffs, but teachers exercising such hearing rights shall not be subject to recall. All other teachers released from teacher contracts as provided in this section shall be recalled in reverse order of layoff.

6. A teacher laid off shall be notified in writing of his/her recall number based upon elementary certification – any grade; secondary-licensed area/areas at the time of notice of layoff. Certification on file with the Human Resources department on the deadline date agreed upon by JCC's, but no later than the date the Board acts upon the reduction in staff, shall be the basis for determining certification for purposes of layoff.

7. A laid-off teacher or any part-time teacher on the recall list has the right to be recalled to any available position for which the teacher is qualified after teachers who have not been laid off have had the opportunity to fill those vacancies. The teacher must accept any position offered for which he/she is qualified in line with other provisions of this article or forfeit all rights to recall. The parties recognize the need to minimize the disruption a reduction-in-force may have on a building and/or program, and therefore, a joint effort will be made through the Joint Communications Committee to restore recalled teachers to original buildings and/or similar assignments whenever possible. For example, after vacancies become available for recall, the number of vacancies may be pooled and that number of teachers placed back in the original building or assignment. All teachers in the pool are placed at the same time.

8. Teachers on the layoff/recall list may only be recalled up to the amount of the FTE held by the teacher at the time of layoff.

9. A teacher recalled shall be contacted by registered letter. If the recalled teacher does not respond by registered letter within seven (7) calendar days from the date the recall letter was received, the teacher will be terminated.

10. A teacher laid off and signing a contract with another school corporation will be allowed to complete contractual obligations with no penalty and may return to FWCS in surplus status.

11. If there are permanent teachers (i.e., those who have signed their sixth contract with FWCS) on the layoff list as of the first student day of the school year, then the following procedures shall apply:

    a. The **A**dministration shall place up to 20 of the most senior permanent elementary teachers and up to 20 of the most senior permanent secondary teachers under regular teacher's contract as permanent substitutes with salaries and benefit days that are standard for regular, full-time, and part-time teachers. No insurance subsidy is available for this assignment; however, laid-off teachers placed into this status will be given the first right of refusal for any temporary contract position that becomes available for which that teacher is qualified. Should one or more of the eligible elementary teachers or one or more of the eligible secondary teachers refuse the permanent substitute option, the **A**dministration shall continue down the seniority list, if

applicable, until the specified number of regular contracted substitute positions are filled. As teacher vacancies occur during the school year, teachers working as permanent substitutes shall be placed in the vacant positions in accordance with certification and length of service and thereafter receive insurance benefits. If recall does not occur within the first school year, the regular recall process will be followed.

b. Any laid-off teacher not accepting option (a) or any laid-off teacher not having option (a) available shall be placed on the substitute teacher list at the teacher's request.

c. Except by mutual agreement of the Association and **A**dministration, a recalled teacher shall be assigned to teach only those endorsement areas for which the teacher is properly certified to teach in Indiana.

d. Association representatives (**P**resident and Executive Director) shall be informed of the teacher(s) to be laid off or recalled, the order of recall, and the date of commencement of continuous service prior to notification of the teacher(s) involved.

e. A teacher on layoff shall have access to copies of the Reporter or any other official Board/Administration communication for certified employees normally distributed to classroom teachers.

G. Adjustment of Allocations

1. If a teaching vacancy for which the surplused teacher is qualified occurs in that school during the following school year after the student count day, or in allocations for the school year after that, the surplused teacher shall be given the opportunity to return to that assignment using a temporary fill if during the following school year.

2. When possible, special area teachers assigned to more than one unit or building shall be notified in writing at least four weeks prior to the opening of school of a change in assignment from that of the preceding year.

H. Administrative Intern Program

Any teacher may apply for the Administrative Intern Program by contacting the coordinator of that program. When interested in an administrative or supervisory position, it is the responsibility of each teacher to make known

his/her promotional goals in writing through the Administrative Intern Program or by applying for a posted administrative position. Teachers may also be recruited by the **A**dministration for the Administrative Intern Program.

1. Administrative interns must be selected early enough so that positions vacated will be posted in Job Fair 1. The Joint Communications Committee can make exceptions to this timeline.

2. All other provisions of the FWCS/FWEA master contract, except those specified in this section (Article 11, Section H), will be suspended for the intern for the term of their administrative intern assignment.

3. The teacher hired to replace the administrative intern shall be issued a regular teacher's contract.

4. At the conclusion of the administrative intern assignment, the intern shall return to his/her former teaching assignment unless a permanent administrative assignment is accepted.

5. The teacher hired to replace the intern shall be surplused or laid off (per Article 10 of this contract) upon the intern's return to his/her former teaching assignment.

6. Administrative interns shall not evaluate other bargaining unit members but may observe the evaluation process by shadowing the administrative evaluator. This means the intern may observe but have no input into the evaluation. The teacher being evaluated may request that the intern's involvement be terminated. The teacher being evaluated need give no reason.

Article 12: **Emergency Permits**

A. Teachers may be employed to teach in an area that would require the teacher to obtain an **Emergency Permit** as defined by 515 IAC 1-2-20. This type of license requires the teacher to pursue a standard license in a sequence defined in 515 IAC 1-2-20, **as well as meet all requirements established by the Indiana Professional Standards Board (IPSB).**

1. Teachers who accept assignments on an **Emergency Permit** must comply with the requirements of 515 IAC 1-2-20, **IPSB**, as well as any requirements of FWCS **(to include signed letter of commitment)**, as long as those requirements have been discussed with FWEA prior to implementation.

2. Teachers who accept assignments on an **Emergency Permit** are covered by the provisions of the Master Contract, except as expressed in this article.

B. If a teacher's initial employment with FWCS is based on the holding of an **Emergency Permit,** the following limits are placed on the contract rights of that teacher until the teacher obtains a standard license in the area he/she holds on a**n Emergency Permit.**

1. The teacher hired on a**n Emergency Permit** will be released before any teacher holding a standard license **if a reduction-in-force is necessary** and is subject to reduction-in-force without any protection of holding any other standard license.

2. The teacher shall not be eligible for a transfer or reassignment to a position for which a standard license is held while holding a**n Emergency Permit**. A teacher may seek a transfer to another position, which is in his/her area of limited license. Once a standard license is obtained, the teacher will enjoy full transfer rights.

3. For evaluation purposes, the teacher holding a**n Emergency Permit** shall be considered a probationary employee, as that term is used in the evaluation article of the Master Contract, for as long as the teacher holds an assignment in which a**n Emergency Permit** is used.

4. If a teacher who is teaching in an assignment that requires a**n Emergency Permit** is terminated for incompetence, that teacher shall not have the option of waiving a hearing before the Board of School Trustees in Article 6, Section B (e) of the Master Contract.

C. Any teacher who was previously employed by FWCS while holding a standard license, but is assigned to a position requiring a**n Emergency Permit** has the following rights:

1. The first year in the assignment will be considered teaching out of his/her area of certification and therefore will not be evaluated during that school year unless the Joint Communication Committee waives the provision for a particular special circumstance.

2. The second year in the assignment on an **Emergency Permit** the teacher will be subject to evaluation if the year falls into the teacher's three-year evaluation cycle or the teacher's evaluation status as defined in the evaluation article of the Master Contract.

3. The teacher has no restrictions on his/her transfer/reassignment rights.

4. The teacher is eligible for protection from reduction-in-force if his/her certification warrants such protection.

5. The teacher enjoys full due process protections found in this contract.

Article 13: Teacher Evaluation

~~The parties agree that a memorandum of understanding be established to outline a process to be used to evaluate teachers who have assignments based on a limited teaching license.~~

A. Evaluation

1. The purpose of evaluation is to elevate the level of teaching performance. For most teachers, that will involve working with school Administration on a periodic basis to promote professional growth. For some, the process will involve identifying needs for improvement, monitoring, and providing documentation for employment decisions. The procedures of this article do not apply to teachers under temporary contract, substitutes, or others not under regular contract, but when those teachers are evaluated, they should be evaluated on a Teacher Evaluation Summary form (Appendix 5).

2. Before the end of the first four weeks that school is in session each school year, the unit head shall have a conference with teachers who are scheduled to be evaluated that school year for the purpose of explaining and discussing the evaluation procedure. The conference may be conducted individually or in a group setting.

3. The unit head has overall responsibility for the evaluation process. However, by mutual agreement between the unit head and teacher, another administrator may be designated to evaluate teachers who are not on probation and/or work with teachers on their Professional Growth Plan. The evaluator must conduct all components of the evaluation and shall hold an administrative license unless by mutual agreement an administrator without such a license is chosen.

4. Evaluations shall be based upon the domains listed on the Teacher Evaluation Summary.

5. A teacher may not be evaluated on student behaviors which do not relate to the performance of the teacher.

6. There shall be no evaluation of a teacher's instructional performance based on student scores from the Indiana Statewide Testing for Educational Progress (ISTEP) or its successor(s), or on student scores on any standardized test(s) required by ESEA. The preparation of a teacher to administer the test(s) and the teacher's use of test data to facilitate instruction may be considered in evaluations subject to this Article.

7. Classroom observations shall be a minimum of thirty (30) minutes in length.

8. Each observation shall be followed by an observation conference within ten (10) school days after the observation of the teacher. During this conference, the teacher shall be given the observer's Notes of Observation form (Appendix 6). An evaluation (Evaluation Summary Form) and evaluation conference shall follow one or more observations. The teacher must be given enough time to consider comments made at the observation conference and provide additional input, if desired, before the evaluation.

9. A teacher may, but is not required to, add comments, rebuttals, materials, etc., to any Evaluation Summary Form or other evaluation or observation file. Failure to add materials may not be considered in any evaluation.

10. Any required conference may be waived by mutual consent.

11. If at any time during the school year the unit head becomes aware of information which negatively reflects on a teacher's performance, this information shall be brought to the attention of the teacher, in writing, no later than fifteen (15) school days after the occurrence, or after the unit head become aware of the occurrence, whichever is later. If appropriate, the unit head shall also offer specific suggestions, in writing, concerning the appropriate action which the teacher should consider as result of the information. If requested by the unit head or teacher, a conference shall be held to discuss the information and suggestions. **If information which negatively reflects on a teacher's performance is not brought to the attention of the teacher in writing within the time limits of this paragraph, that information may not be considered as a part of the teacher's evaluation.**

12. Only teachers on probation may be terminated for incompetency.

13. All non-permanent teachers are on probation.

14. Semi-permanent and permanent teachers may be placed on probation if the teacher's performance is unsatisfactory in three (3) or more components in at least one of the four (4) professional practice domains. These teachers may possibly be terminated for just cause.

15. A teacher placed on probation may ask for a transfer at the end of the school year in which he or she is placed on probation. The

transfer shall be granted to a school selected by the Board, and evaluated in the new school by the new unit head.

16. If a semi-permanent or permanent teacher is in danger of being placed on probation, the teacher must be notified of the danger, given the reasons the teacher is in danger of being placed on probation, and a Monitored Assistance Plan (MAP) prepared. The teacher shall have at least thirty (30) days of working under the Monitored Assistance Plan (Appendix 7) to correct deficiencies before being placed on probation and may not be terminated in the school year in which they are placed on probation.

17. Any teacher for whom a recommendation of termination has been made for incompetency may waive the right to a Board hearing. In the event that the Board hearing is waived, both the merits of the evaluation as well as the procedures of this Article shall be subject to binding arbitration. If the Board hearing is not waived, only the procedures of this Article shall be subject to binding arbitration.

18. The provisions of this Master Contract supersede any forms or administrative manuals dealing with evaluation.

19. Nothing in these procedures shall be construed to limit or supersede Indiana law.

20. The Board shall not require members of the Association's bargaining unit to make classroom visits, observe, evaluate the instructional skills of other teachers, or provide a written report to the administrative staff.

B. Professional Growth Plan (PGP) Evaluation

1. This procedure applies to semi-permanent and permanent teachers who are neither on probation nor in danger of being placed on probation. The normal cycle for this procedure is once every three (3) years.

2. The PGP evaluation sequence is as follows:

   a. In the spring of the school year preceding the cycle, the unit head shall meet with the teachers who will be required to develop a Professional Growth Plan. The conference may be conducted individually or in a group setting. The Professional Growth Plan form is in Appendix 8.

b. In the fall of the cycle year, and no later than November 1, the unit head and teacher shall meet in a conference to discuss and develop the Professional Growth Plan.

c. At least once during the cycle year, and no later than May 1, the unit head shall conduct a minimum of one observation, prepare Observation Notes, and hold an observation conference.

d. Following the observation conference, and no later than June 1, the unit head shall prepare a Teacher Evaluation Summary and hold an evaluation conference.

3. If a teacher not identified as being in danger of being placed on probation needs assistance, a Monitored Assistance Plan (MAP) may be prepared after the reasons for the need for assistance have been given to the teacher. Reasons for the teacher being placed on a MAP must be based on direct evidence by an administrator and related to the four domains listed on the teacher evaluation summary. The MAP must be completed by the end of the school year while the teacher is in the PGP cycle.

C. In Danger of Being Placed on Probation

1. This procedure applies to semi-permanent or permanent teachers who are in danger of being placed on probation.

2. If a unit head believes that a teacher is in danger of being placed on probation, the evaluation shall follow this sequence:

a. An observation shall be made on or before November 5.

b. The areas considered deficient shall be made known to the teacher in writing on or before December 15 using the Teacher Evaluation Summary.

c. A conference shall be held between the teacher and the unit head for that purpose. At that conference, the components in which the teacher is deficient shall be discussed.

d. A Monitored Assistance Plan (MAP) shall be prepared by February 1.

e. The unit head, or a mutually agreed upon administrator assigned by the unit head, shall meet with the teacher on a continuing basis to assist the teacher.

f. Following preparation of the Monitored Assistance Plan, the unit head shall conduct one or more observations, prepare Observation Notes, and hold observation conference(s).

g. After the Monitored Assistance Plan has been in effect a sufficient time for the teacher to have had an opportunity to improve, but no less than thirty (30) days, the unit head shall prepare a Teacher Evaluation Summary, hold an evaluation conference, and make a determination whether to place the teacher on probation. If the teacher is placed on probation, the teacher will have until February 1 of the following school year to correct the deficiencies before being subject to possible recommendation for termination for incompetency.

h. If the teacher is placed on probation, a Monitored Assistance Plan shall be prepared prior to the end of the current school year for implementation the next school year.

D. Probationary Teachers

1. The procedures of this section apply to non-permanent teachers and teachers who have been placed on probation.

2. The evaluator of a teacher on probation shall be that teacher's unit head.

3. Probationary teachers are evaluated using the following sequence:

a. Teachers on probation shall be observed using the Notes of Observation form and an observation conference held:
on or before November 5;
on or before February 1; and
on or before March 1.

b. A Teacher Evaluation Summary shall be prepared and an evaluation conference held at least:
once by December 15, and,
once by March 15.

c. Classroom observations and evaluations shall be scheduled in advance with the teacher at least one school day in advance unless mutually agreed to the contrary. Additional classroom observations and evaluations beyond these minimums may be made at the discretion of the unit head and/or at the request of the teacher.

d. If necessary, a Monitored Assistance Plan will be prepared or revised.

e. Following the second Teacher Evaluation Summary, probationary teachers other than non-permanent may be removed from probation, continued on probation, or recommended for termination.

f. A teacher shall not be continued on probation for more than two consecutive years without just cause.

E. Out of Cycle Evaluations

1. After the procedures in A -11 of this article have been followed and there is documentation that the teacher's performance has not improved, a teacher may be evaluated out of the normal evaluation cycle.

2. The principal shall meet with the teacher and give the teacher the written reasons for the teacher to be placed into the evaluation cycle.

3. If the evaluation process is initiated after November 5 of a school year, the principal shall follow Section B-3 of this article.

4. If at the end of the school year, the teacher's performance is documented to be successful, the teacher shall return to his/her regular three-year evaluation cycle.

5. If at the end of the school year the teacher's performance is documented to be unsatisfactory, then the teacher shall be placed in the evaluation process following Section C of this article for the following school year.

Article 14: Teachers Hours and Conditions

A. Teacher Work Days

It is recognized that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is the education of the student. The organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end:

1. Recognizing that most teachers will exceed the minimum time limits of a normal work day, the following are established minimum teacher work days:

Elementary School	8:00 a.m. to 3:25 p.m.
Middle School	7:45 a.m. to 3:10 p.m.
Senior High School	7:45 a.m. to 3:10 p.m.
Career Center (cosmetology, culinary arts, and Continuing Education)	8:00 a.m. to 3:25 p.m.
Career Center (all other Career/Education Units)	7:45 a.m. to 3:10 p.m.

2. The times described above may be altered as follows:

   a. High School

      i. A maximum of three classes at each high school which begin at 7:00 a.m. shall be permitted as grandfathered.

      ii. A maximum of one class at each high school which begins at 2:40 p.m. and extends to 3:35 p.m. shall be permitted as grandfathered.

      iii. Any teacher whose instructional assignment begins at 7:00 a.m. shall not be given any assignment which extends the workday beyond 2:10 p.m. daily. Teachers in this category shall begin their workday at 6:45 a.m.

      iv. Any teacher assigned to teach 2:40 p.m. to 3:35 p.m. class shall not be given any assignment which begins the workday prior to 8:10 a.m.

v. High school music teachers receiving a bargained extra pay compensation for a music assignment shall be exempt from sections A-1 a,b,c, and d above.

vi. No teacher, except those high school music teachers referred to in section A-1-e above, shall be assigned a normal teacher work day of more than seven hours and 25 minutes daily.

vii. No high school teacher shall be assigned more than **three** classes daily to teach.

viii. The parties agree that any change(s) in the normal teacher work hours shall be bargained prior to changes being implemented.

ix. The parties agree that section 5 topics of P.L. 217 shall be subject to the discussion obligation prior to changes being implemented.

x. The above sections (i through ix) do not waive or preclude applicability of any other provision(s) of the master contract.

b. Elementary School

i. Each elementary school will have to decide whether to participate in the program that would add five minutes to the beginning of the elementary student day. This program will create six, two-hour delayed starts or early dismissals that can be used for collaboration, professional development and/or teacher preparation time.

ii. The dates of the six delayed starts/early dismissal will be determined by the Joint Communication Committee no later than February 15 for submission to the elementary schools.

iii. The participation decision of each school must be made prior to March 30 of the preceding school year.

iv. To participate in the program, a school must each year:

a) Using the school's **Quality Improvement Team,** develop a plan for the use of the six days.

b) The plan must be approved by a 75% secret ballot vote of the faculty assigned to that building conducted by the FWEA representative and unit head/principal (or designee.)

c) The plan and vote certification signed by the unit head/principal and FWEA representative must be submitted to Joint Communications Committee no later than March 30 of each year.

d) Any changes in the plan after the initial faculty vote must be approved by 75% of the faculty and agreement by the Joint Communications Committee.

3. Middle and senior high school teachers shall have preparation time equal to a class period within the student day. This time may be either one or two segments. Assignment of teaching periods and supervision of study halls for middle and senior high school teachers shall not exceed 275 minutes per day. Homeroom duties, extracurricular duties, and other assigned responsibilities are not part of the 275 minutes but are a part of the total professional responsibility. A monthly faculty meeting may be held on a regularly scheduled day within the normal workday. Emergency meetings may be called when necessary. All meetings shall be based on a planned agenda and be as brief as possible.

   Assignment of teaching periods for Career Center teachers shall not exceed 330 minutes per day. A monthly faculty meeting may be held on a regularly scheduled day within the normal workday. Emergency meetings may be called when necessary. All meetings shall be based on a planned agenda and be as brief as possible.

   Elementary school teachers shall not exceed 25 hours of pupil contact per week. In order to provide preparation time from 8:00 a.m. to 8:35 a.m., elementary teachers shall not be assigned regular supervisory duties during this period. A monthly faculty meeting may be held on a regularly scheduled day within the normal workday. Emergency meetings may be called when necessary. All meetings shall be based on a planned agenda and

be as brief as possible. Any other meetings called or scheduled during protected preparation times are strictly voluntary.

4. Regular elementary classroom teachers, K-5, shall have a comparable number of special area classes and resource classes during a regularly scheduled period of time. Teachers in the areas of elementary physical education, music, and art will be added as it becomes feasible to provide students with instruction in these areas. An elementary teacher shall be released from duty when the class is under the supervision of another licensed teacher, except for cooperative teaching activities. **Elementary school teachers shall, after leaving appropriate instructions with media center personnel, be released from duty during media center time. Elementary teachers will, however, be expected to engage in collaboration activities for at least thirty (30) minutes per week.**

5. Recognizing that school/instructional assistants provide valuable support for the classroom teacher, the following provisions are agreed to:

   a. When a school/instructional assistant is available for supervising non-teaching areas, the teacher may be released.

   b. Classes **are** on an equitable basis, recognizing the need to differentiate in the assistant assignments in order to accommodate special requirements of students and teachers.

   c. A teacher with special needs (for example, one who has a disability) may request an assistant. Such requests will be considered on a case-by-case basis.

6. All teachers shall be entitled to a duty-free, uninterrupted lunch period each day in no instance less than 30 minutes as specified by law. Whenever possible, additional time may be allowed for the lunch period. Teachers may leave the building during lunch period. If the teacher's lunch period in a particular building is other than that specified by law, no duties shall be assigned on a regular basis during this lunch period other than those related to the orderly movement of children to and from the designated eating area.

7. All elementary (and middle school if they so choose) teachers in consultation with their principals should arrange a schedule for parent conferences. At least one conference per student should

take place each semester unless the teacher and principal agree otherwise. Each teacher shall be responsible for keeping a written record of each Parent-Teacher Conference.

Two half-days of released time on consecutive Thursday and Friday afternoons shall be provided each semester for Parent-Teacher Conferences at the elementary (and middle school, if they so choose) level including regular special education classes.

With the approval of the principal and three-fourths of the teaching staff through an election conducted by FWEA building representatives, schools may elect to conduct a combination of afternoon and evening conferences each school year.

Staffs not receiving said approval shall conduct afternoon conferences. With said approval, teaching staffs shall select one of the following options with a simple majority vote in a subsequent election conducted by the FWEA building representatives:

a. Option #1

   Conferences shall be held on Wednesday from 5:00 p.m. to 8:00 p.m. and Thursday afternoon. Friday afternoon shall be released time with no duties.

b. Option #2

   Conferences shall be held on Thursday from 5:00 p.m. to 8:00 p.m. and Friday afternoon. Thursday afternoon shall be released time with no duties.

c. Option #3

   Conferences shall be held on Wednesday from 5:00 p.m. to 8:00 p.m. and Friday afternoon. Thursday afternoon shall be released time with no duties

d. Option #4

   Conferences shall be held on Thursday afternoon and on Thursday evening from 5:00 p.m. to 8:00 p.m. Friday afternoon shall be released time with no duties.

   For evening conferences, FWCS shall provide adequate security at the school site.

8. With the approval of the principal and three-fourths of the teaching staff through an election conducted by FWEA building representatives, middle schools may elect to have Parent-Teacher Conferences. If they so choose, they should follow the same process used by elementary schools.

9. Generally, Parent-Teacher Conferences should be held when teachers are not supervising students. If a Parent-Teacher Conference is necessary when a teacher is supervising students, the principal will make arrangements for the supervision of those students during the conference.

10. Emergency classroom supervision may be scheduled by the building principal when necessary; however, teachers should not be subject to repeated loss of preparation time. **The building's plan for emergency classroom supervision will be discussed with the faculty each year.**

11. Teacher participation in extracurricular activities is desirable and necessary in maintaining the entire school program. Principals will make every effort to see that extracurricular activities are equalized among the teachers within the buildings. Whenever possible, extracurricular assignments will be accomplished on a voluntary basis.

12. Substitute teachers shall be provided whenever possible for all classroom teachers, including art, music, physical education, specialty area and resource teachers who are absent from school.

    If a substitute teacher is requested by a building/unit and a substitute is not available or supplied by the Board, and a teacher is asked to cover a class or classes, the building/unit shall receive a monetary credit equal to the cost the Board would have expended to provide the requested substitute. By June 1 of each school year, the Board shall provide each building/unit with an accurate accounting of the substitute credit accumulated by the building/unit during the school year. The principal/unit head shall distribute the report to the faculty.

    The Joint Communications Committee shall approve guidelines for the use of the substitute credit funds.

    The Association representative or FWEA designee will be responsible for facilitating a teacher decision-making process for determining the allocation of the substitute credit funds within the

guidelines and notifying the principal/unit head of the teachers' decision as to the allocation of the funds.

When a substitute is available, one will be provided for teachers required to attend scheduled manifestation determinations.

13. Attendance at any unpaid faculty functions scheduled prior to the first official workday of the school year shall be strictly on a voluntary basis.

14. All new buildings and remodeled buildings should contain rooms appropriate in size, location, and equipment for all itinerant and/or special teachers. Whenever feasible, existing buildings shall provide rooms appropriate in size, location and equipment for all itinerant and/or special teachers.

15. Each school building shall have a facility for speech, language and hearing therapy that meets the following specifications:

    a. The size is at least 150 square feet.

    b. The lighting, ventilation and storage space are adequate.

    c. The walls, ceiling, floors and doors are acoustically treated.

    d. The surrounding ambient noise level shall not exceed 60 decibels.

    e. The facility is used exclusively for speech, language and hearing during the time scheduled.

16. Teachers shall not be required to work under conditions which are unsafe, hazardous, or unhealthful, or to perform tasks which endanger their health, safety or well being. Each school shall develop a safety and security plan and review the plan with the entire faculty during a meeting on the first day of school. The plan should consider the use of intervention assistance teams and behavior intervention plans, staff training to deal with violence and emergencies, mechanisms for communicating behavior information to appropriate staff, and school climate assessments, **with** mechanisms for timely feedback of any information gathered as part of the security plan.

17. Telephones will be available for teacher use as follows:

    a. At least one telephone on each floor in multi-level elementary and middle school buildings, where facilities permit.

    b. At least two telephones in single story structures.

    c. At least one telephone shall be located in an area providing privacy, where facilities permit.

    d. At least one room for use as a faculty lounge shall be provided in each school for teacher use and should be appropriately furnished. Adequate lunchroom, rest room, and lavatory facilities shall be made available exclusively for teacher use in all new and renovated buildings hereafter.

18. Teachers shall be given a tentative schedule in writing of their classes for the ensuing year prior to the close of school in the spring. Teachers shall be notified in writing of any changes in their tentative schedule including the schools to which they will be assigned and the grades and/or subject that they will teach as soon as practicable.

19. The first day of each new school year is a vacation day for students. This day is a paid workday for teachers. This first day shall be used for teacher in-service, faculty meetings and teacher preparation. The faculty meeting shall occur in the morning and shall be a maximum of two hours. The in-service and faculty meeting combined cannot exceed one-half day. Included in the faculty meeting will be a discussion and review of discipline procedures. Schools may choose to conduct an in-service for the remainder of the morning. It will be the responsibility of the **Quality Improvement Team** to develop that in-service. The remainder of the day will be reserved for teacher preparation.

    During the last day of **each** semester, there shall be no more than one hour of required faculty, department and/or committee meetings. The remainder of the day is provided for grading papers, preparing grades, and completing necessary reports.

20. The high school and middle school directors of the all-city music program shall receive two days of released time to utilize in one-half day increments for auditioning and recruiting students.

21. No high school English teacher shall be required to teach more than three English composition classes unless the teacher wishes to do so.

B. Cooperative Training and Work-Oriented Study Program Personnel

1. Each cooperative training coordinator and work-oriented study teacher shall be granted a Supplemental Contract of four hours a day based on the following cooperative training student allocation:

   a. 15 or less - one week contract

   b. 16 to 29 - two week contract

   c. 30 to 39 - three-week contract

   d. 40 and above - four-week contract

2. Each coordinator shall be permitted to assist in the process of screening potential candidates for the program.

C. Middle and Senior High School Coaches

1. Senior High School

   a. A teacher may be an assistant coach in three sports, a head coach in two sports or any combination not to exceed three sports.

   b. All teachers with coaching duties shall be assigned a normal teaching load.

2. Middle School

   a. Coaching assignments may not exceed head coach in two sports, head coach in one sport and assistant coach in two sports, or assistant coach in three sports.

   b. All teachers with coaching duties shall be assigned a normal teaching load.

   c. Coaching duties are to be recommended by the principal and shall be approved by the Superintendent.

D. Allocations of Teaching Personnel

Since it is mutually agreed that pupil-teacher ratio is an important aspect of an effective program, the following guidelines are established for the allocation of teaching personnel.

1. One teacher is allocated for each 27 students in each elementary school. Physical education, music, art and special education are not included in this allocation. Any specialty area/magnet teacher or resource teacher is not included in this allocation.

2. Maximum class size of 29 students shall be in effect in all elementary schools grades kindergarten, 1 and 2 where there is adequate classroom space available. Existing music and art rooms shall not be used for this purpose. Maximum class size in split classes, kindergarten, first, and second ideally should be 27 students recognizing that this will not always be possible. The **A**rea **A**dministrator(s) and Association President shall meet as necessary to discuss elementary class organization. **A teacher assigned a split class may request a one-year delay of the regular evaluation cycle for the first year of the split class assignment.**

3. One teacher is allocated for each 24.5 students in a senior high school consisting of grades 9-12. Since this ratio includes teachers who are having planning periods, the lower ratio of students per teacher does not necessarily reflect class size lower than elementary schools classes.

4. Adjustments in maximum class size shall take place within 2 weeks after the official September enrollment date as established by the Indiana Department of Education.

5. Teachers in the following positions are not to be counted in determining allocations for middle school and high school for that portion of the day for which they are not assigned regular classes:

   a. Librarian

   b. Audio-Visual Coordinator

   c. **Distributive** Education Coordinator

   d. COE Coordinator

   e. ICT Coordinator

f. Planetarium Teacher

g. Teachers of Special Education

h. Teachers of Hearing Impaired

i. Teachers of Learning Disabled

j. Work-Study Teacher

k. Computer Coordinator

l. Any full-time or part-time teacher who does not teach any regular classes.

6. High school classes denoted as English composition classes by the Board shall have a maximum of 25 students.

7. In computing any class size maximum set out in this Article, each handicapped student as defined by Article 7 of the Indiana Administrative Code (IAC) shall be weighted as two in those cases where the student's parents/guardian/legal representative refuses to sign for placement of the handicapped student in special education. In all other instances, the handicapped student shall count as one.

E. Middle School Class Size

Middle School teachers shall not have regular daily contact with more than 165 students for instructional purposes.

F. Special Education

1. Each special education teacher shall have a daily preparation time equal to that of the general education teachers in his/her building, but not less than 25 minutes between 8:35 a.m. and 3:20 p.m. in the elementary buildings. This preparation time shall be a continuous time and not the sum of passing minutes between classes. Such preparation time may be scheduled on a daily basis or blocks of time at the discretion of the teacher and approval of the unit head.

2. Each elementary special education teacher working predominately with students diagnosed with mild disabilities (LD/MIMH) shall have a total of 150 minutes per week to be used for direct or indirect student consultations, student observations, general education teacher consultations, testing, and conferences. The time shall be

scheduled by the teacher, approved by the unit head, and should be in addition to regular preparation time.

3. If the focus of attention of a special education parent conference involves the teacher's performance, the teacher will be present at the conference.

4. Special education teachers and teachers who have special education students in their class under provisions of Article 7 of the Indiana Administrative Code (IAC), shall not be evaluated based on the achievement of goals and/or objectives contained in the individual student's IEP or IIP.

5. If any teacher requests in writing through the principal a meeting to secure information about a handicapped student in the teacher's class, it shall take place within five school days.

6. Special education teachers shall have release time to prepare for and conduct annual case reviews as follows:

    a. A teacher who has one to eight students shall be provided with up to one day of release time.

    b. A teacher who has nine to 15 students shall be provided with up to two days of released time.

    c. A teacher who has 16 to 25 students shall be provided with up to three days of release time.

    d. A teacher who has 26 or more students shall be provided with up to four days of release time.

    e. A teacher who has 31 or more students shall be provided with up to five days release time.

    f. An additional day shall be available at each of the above steps in 6-a through 6-e on an as needed basis. The days shall be banked by area and are intended for use by special education and general education teachers, when requested, to prepare for and conduct annual case reviews. If a teacher needs additional days, the teacher may request additional days through the principal/unit head.

    g. If appropriate facilities in the teacher's building are not available to perform these duties, facilities providing privacy and quietness shall be provided at another school facility.

h. When a teacher (special education or general education) is involved in activities such as an unscheduled case conference, planning, observations, testing, and/or consultations, a school instructional assistant may be utilized to supervise students for the teacher in a non-instructional assignment as scheduled by the teacher and approved by the unit head.

7. Speech/language Pathologists

a. Speech/language pathologists shall have a maximum caseload of 85 students.

b. Speech/language pathologists may arrange 25 minutes of unscheduled time daily for planning.

c. Speech/language pathologists shall have a total of 150 minutes per week to be used for consultation with teachers, observations, conferences, evaluations, etc. This time may be scheduled at the discretion of the teacher and approved by the unit head.

d. Speech/language pathologists shall have released time to prepare for and conduct annual case conferences as follows:

i. Two days if the teacher serves up to 27 students

ii. Three days if the teacher serves up to 54 students

iii. Five days if the teacher serves up to 85 students

e. Speech/language pathologists may attend professional conferences necessary to maintain state or national certifications up to two days per year without cost to FWCS and without loss of services to students.

8. If any teacher is required to participate in a case conference in which an Individualized Education Program (IEP) is written, reviewed, evaluated, or any meeting as a result of the need to fulfill the provisions of Article 7 of the Indiana Administrative Code (IAC), such meetings shall be scheduled during the teacher work day on a normal school day if possible.

9. When an initial special education student placement is being considered, the potential receiving special education teacher shall be given a minimum of one day advance notification of date, time and location of case conference to be held in the building, and may attend said case conference.

10. Special education teachers shall not be required to provide instruction in more than one general subject area (e.g., social studies, math, English, etc.) per period in middle and high school classes. Within a general subject area, teachers may have to teach students within the class different courses or at different levels of instruction. The parties agree the concept for this class size provision shall be strictly limited to special education. The effective date for implementation of this paragraph shall be January 28, 1985.

11. Special education teachers of cross-categorical programs shall provide instruction to multiple exceptionalities in the same classroom at the same time only when a case conference committee has determined that it is the appropriate placement to meet the students' individual needs.

12. Each special education teacher shall be informed by the building principal of the allocation of classroom money by January 31.

13. While the responsibilities of hiring, scheduling, and formal evaluation of a special education instructional assistant rest solely with the building principal, a special education teacher shall be consulted regarding the performance, evaluation, and scheduling of the instructional assistant.

G. Joint Committee

In order to promote positive communication regarding procedures for implementing best practices in the delivery of special education services in Fort Wayne Community Schools within federal and state guidelines and to monitor the allocation of special education instructional assistants in the general education classroom, the Administration and the Association agree to continue a Joint Committee for Special Education. The committee shall consist of six members appointed by the Administration and six members appointed by the Association. The committee shall function under the leadership of two chairpersons, one selected by the Administration and one selected by the Association and shall meet during the term of this contract. The committee shall select a secretary to record and provide minutes of its proceedings to the Joint Communications Committee for district wide distribution.

H. **Elementary** Art, Music, Physical Education and Magnet/Specialty Area

1. Each elementary art, music, physical education and magnet/specialty area teacher shall have a daily preparation time of not less than 25 minutes between 8:35 a.m. and 3:20 p.m. This preparation time shall be a continuous time and not the sum of passing minutes between classes.

2. Elementary art, music, physical education and magnet/specialty area teacher classroom assignments shall not exceed 300 minutes per day nor exceed eight classes of students per day. Teachers, principals and Area Administrators shall develop schedules that best meet the needs of the students.

   Non-assigned minutes may be used to conduct extra pupil programming in the teacher's area of specialty.

3. Elementary art, music, physical education teachers shall not be assigned to schools in such a way that they have an overlapping assignment whereby the children are taught by two different teachers in the same subject area, except with the approval of the teacher.

4. **Elementary music teachers assigned to more than one building shall have a limited number of programs/ performances that he/she will be required to do.**

I. Resource Teachers

A resource teacher in elementary schools shall provide instructional time for all students in the teacher's assigned school(s) on a regularly scheduled basis. A minimum of 10 hours of direct instructional time with students must occur on a weekly basis. The remaining time shall be used for non-administrative duties such as curriculum development, teacher training, and other duties agreed upon with the building principal and Area Administrator.

J. Industrial Arts

The class size in any industrial arts lab shall be limited to not more than 12 percent above the number of student stations.

K. Computer Education Program

The number of students assigned to each computer class or computer lab shall be no more than two times the number of computer keyboards in the room.

L. Variance

The parties have agreed that past practice has permitted a 4 percent variance of:

1. The number of teachers allocated,

2. The number of students assigned to a teacher, and/or

3. The number of students assigned to a block program.

M. High School Class Size Maximums

1. With the exception of music and physical education, the class size average shall be 32 for individual class schedules and the total number of students assigned to a teacher shall not exceed 96. The variance of section L shall apply to these limits.

2. The class size average shall be 32 for individual teacher class schedules not referenced in this Article. The variance of section M shall also be applicable to this average.

N. Grade Reporting

Teachers will have **six** working days to complete reports after the end of grading periods. Reports are due the morning of the **seventh** working day.

Article 15: Supplemental Contracts and Additional Services Contracts

A. General

1. Teachers employed in summer school, credit courses, homebound instruction, and high school disciplinary program alternatives shall be employed under a **S**upplemental **S**ervice teacher's contract. Creditable service and degree classification for supplemental contract for each teacher will be the same as that recognized on the previous or current school year teaching contract. Hourly rate for payment on a supplemental contract basis will be computed using the teacher's basic contract salary divided by 1,140.

2. A teacher may work up to a maximum of 180 hours on various supplemental contracts during the school year from September 1 to August 31. The hours that teachers work under regular contract shall not be included in the limit. The Joint Communications Committee, upon request, may waive an individual's 180-hour limit if circumstances warrant additional hours of service.

3. All other employment that does not require a regular teacher contract or a supplemental contract shall be employed under an **A**dditional **S**ervices contract.

B. Selection

1. Teaching positions covered under this article shall be filled first by qualified teachers employed by the Board under a regular teacher's contract.

2. Selection of teachers for employment under supplemental contracts or additional services contracts shall be made on the basis of the following criteria:

   a. Qualifications in the area of vacancy.

   b. Length of service in the school system.

   c. Mutual agreement of teacher and Administration.

   d. Particular teaching needs of the building or unit.

3. A teacher not selected may request in writing which of the criteria were not met.

C. Summer School

1. Vacancies

a. Tentative program offerings for summer employment in the regular summer school program will be reviewed by the Joint Communications Committee between April 1 and April 15. Teachers desiring to obtain one of these positions may apply through the Human Resources department. Such an application shall be submitted on or before April 25 with each teacher being notified in writing of the action taken regarding application no later than the last full week of May. Appointment of additional teachers to positions shall be made from the list of teachers having submitted applications in accordance with the above policy.

b. The following preferences shall apply to the selection process:

i. Full-time regular contract teachers, who taught summer school the immediate previous year, shall have preference for a teaching position in the same program.

ii. Media center teachers shall have a preference for a position in the media center of their regular assignment.

iii. If a program is reduced or eliminated, teachers who have taught in the program shall have a preference over new hires.

iv. The general selection criteria above shall apply to new hires and among teachers with equal preferences.

v. Incumbent teachers in the summer school program who are unable to teach the forthcoming summer school program due to emergency/extenuating circumstances may request, in writing, prior to the start of summer school, a waiver of the break in continuous summer school service. If approved by a joint process established by the Joint Communications Committee, the teacher will remain in the incumbent group for the next summer school selection process.

vi. Unless there are emergency/extenuating circumstances, a teacher will not be considered for a summer school position, if the teacher cannot fulfill the entire summer school teaching requirement.

vii. Program is defined as the broad categories of instructional programs listed on the Summer School Teacher Application Form.

2. Eligibility

Teaching positions in the regular summer school program shall be filled first by full-time teachers employed by the Board.

3. Policies

a. Contracts will be issued only to those teachers who will teach an entire summer school session for the individual class assigned.

b. Teachers employed for less than a full summer session will be classified as substitute teachers and receive the pay of a substitute teacher.

c. Teachers contracted for regular summer school shall not be required to spend more than 40 minutes per day in excess of the regular contracted hours in performing related school duties.

d. The absence policy, except for personal business, as stated in this master contract applies to regular summer school assignments. For each day of school teaching missed, one-half day of absence will be recorded and deducted from paid leave days or from salary.

e. Personal business days are not available for regular summer school teaching personnel. The remainder of absence and paid leave provisions apply to summer school.

4. Summer School Calendar

The calendar of each year's summer school sessions shall be mutually agreed upon through the Joint Communications Committee.

D. District-wide Programs or Area Programs (such as Clubhouse)

1. Each district-wide or area program is unique and considered separate from other district-wide programs.

2. Incumbency is only in a particular district-wide or area program.

3. Teachers hired into a district-wide program will be 1.0 contracted teachers, in the following order:

a. Incumbency in particular program

b. Seniority of applicants

E. Remediation, Enrichment, and other Building-Based programs

1. Each Remediation program, Enrichment program, or other building-based program is unique and considered under this article as a separate and individual program.

2. Incumbency is only in a particular building-based program.

3. Teachers hired into building-based programs shall be 1.0 regular contract teachers. Unless otherwise stated in this Article, teachers within the building where a building-based program is housed shall have preference for hiring into that particular program. Teachers who have developed and/or written a specific building-based program shall have preference to teach that specific course/program. Additional teachers will be hired from a list of applicants for similar programs in other buildings. This list of all applicants will be available from Human Resources.

F. Driver Education

1. Vacancies

a. Driver Education openings shall be filled by properly licensed teachers on the official list of available certified instructors employed by the Fort Wayne Community Schools.

b. Summer driver education instructor openings shall be filled in the same manner as section B above.

c. Instructors who taught in the driver education program the previous year do not need to reapply to teach in the program for the current year. Their names are to remain on the active driver education instructor list until their name is removed either by their letter of request or if they do not teach driver education for two consecutive school years. Qualified instructors who have been removed from the list may be reinstated by making an official request through the Human Resources department. The driver education schedule for spring classes will be published on December 15 and distributed to each instructor. The instructor will return the form no later than two weeks prior to the beginning of the session, having indicated the sessions that he/she is available to teach. The summer schedule with the proposed

dates and times for each session will be sent to each instructor on the active driver education instructor list on April 1. The instructor will return the form no later than May 1, having indicated the sessions he/she is available to teach.

2. Eligibility

a. Teachers holding proper certification and currently employed by the Board will be eligible to serve as instructors in the driver education program.

b. The driver education salary schedule is in Article 20.

G. Adult Basic Education, Adult Secondary Credit, and Adult Evening School

1. Vacancies

Tentative openings for the school year for adult basic education, adult secondary credit, and adult evening school shall be publicized by the Human Resources department with postings in each school building by May 15 of the previous school year. Teachers desiring to be considered for adult basic education, adult secondary credit, and adult evening school may apply through the Human Resources department. Such applications shall be received by the Human Resources department on or before August 15. Appointments will be made at the close of adult evening school registration each semester (fall, spring, and summer). Appointment of any additional teachers to positions not listed shall be made as soon as practicable from a list of teachers having submitted applications in accordance with the above policy.

2. Eligibility

a. Teaching positions for adult basic education, adult secondary credit, and adult evening school shall be filled by teachers employed by the Board.

b. Positions shall then be filled by the provision in section B of this Article.

H. High School Disciplinary Alternatives

If disciplinary alternatives occurring outside the normal workday are developed by high school personnel, the principal/unit head shall select the teachers for the positions in a manner that provides all teachers in the building an opportunity for consideration for these positions.

I. Homebound Instruction

1. Based on needed certification, the classroom teacher, special education teacher of record, or special education teacher of service shall be given the first right of refusal for homebound assignment.

2. There will be an application process for teachers interested in obtaining homebound assignments.

3. If the teachers in H-1 above decline an assignment, assignments shall be given that will best meet the needs of the student in the following order:

   a. Teachers in the same school

   b. Teachers on regular contract within FWCS, who have an application on file. Assignments will be offered on a rotation based on the criteria in Section B-2 of this Article.

   c. Teachers not on regular contract with FWCS.

4. Teachers can be removed from a particular homebound assignment for cause and after consultation with the teacher.

Article 16: Absence and Paid Leave

A. General Provisions

1. A teacher needing to be absent for reasons set forth in this item as paid leave shall notify the principal or designee and specify the category and the length of the leave in order that a substitute may be obtained.

2. A teacher needing to be absent for reasons not set forth in this item shall ask permission from the principal stating that category and the length of the absence in order that a substitute may be obtained. The principal will grant permission for such absence based on judgment of the facts of the situation. **A teacher may request up to two days' absence for the observation of a nationally recognized religious holiday. Such request shall be referred to the Superintendent or designee for approval.**

3. A teacher returning from an absence with permission or a paid leave situation shall sign and submit to the unit head a written statement upon the form prescribed by the Superintendent setting forth the category under which the paid leave or absence with permission should be recorded for payroll purposes.

4. A teacher returning from an absence shall be returned to his/her former position or to a mutually agreeable position.

5. Teachers shall not have any leave days deducted when school is closed by the Superintendent.

B. Specific Provisions

1. Sick Leave

a. A teacher shall be allowed 10 days each school year with full pay, cumulative to a total of 120 days. Cumulative sick leave transferred from the last school corporation will be credited in full at the beginning of the second year of employment with the Fort Wayne Community Schools, but limited to 120 days maximum. In cases of proven emergency, transfer of sick leave may be affected during the first year of employment.

b. A teacher who reaches the maximum sick leave accumulation of 120 days will be given and allowed to use

their yearly sick day allotment (10 days) but will not accumulate over 120 days at year's end.

c. The actual period of temporary physical disability associated with pregnancy and/or childbirth is understood to be **an** eight-week period made up two weeks prior to projected delivery and six weeks after that date. If all or any portion of the two weeks allotted for the period prior to projected delivery are not used due to an early birth, these days can be added to the six weeks allowed for after projected delivery date. For that period of time, the teacher is eligible if she so desires for sick leave pay:

   i. If there is a sufficient number of sick leave days accumulated by the teacher, and

   ii. If it is for a day the teacher would be working and receiving pay if she were not disabled. A longer period of disability must be verified in writing by a physician for the teacher to qualify for the additional use of sick leave.

d. Three days per year shall be allowed for illness in the teacher's immediate family. The term "immediate family" should be interpreted as spouse, children, legal guardian, stepchildren, parent, stepparent, grandparent, grandchild, brother, sister, stepbrother, stepsister, parents-in-law, or a person living in the home as part of the family. These days shall accumulate to a maximum of nine days. Teachers will not be required to specify which family member is ill unless four consecutive days are used for the same family member. If it becomes necessary to use the fourth consecutive day because of illness in the immediate family, a physician's statement may be required.

e. A teacher who has used all family illness days shall be allowed to use two personal illness days to accommodate family illness. Such requests shall be directed to the building principal or unit head.

f. Any teacher who is absent from school under a paid absence category of this contract shall not lose pay for a day(s) from the paid category involved if the school(s) is/are closed by the Board and as long as a substitute was not paid for the day.

2. Sick Leave Bank

A sick leave bank shall be established and provided by the school corporation. Teachers may join the bank only during an open enrollment period each year or during the teacher's first 30 workdays of employment. During the first 30 workdays of **each** school year, every eligible teacher will be given the opportunity to participate in the sick leave bank by contributing one day from the teacher's sick leave allotment. Only participants in the bank would be eligible for access to bank days. Any teacher in need of additional sick leave days may apply to the Joint Sick Leave Committee for consideration of the request. The criteria that must be met by the teacher applying for sick leave bank days are:

a. All personal sick leave days shall have been used,

b. The teacher shall have been absent due to illness at least 15 consecutive school days immediately prior to the day the sick leave bank begins,

c. The bank days requested shall apply to days prior to the date when the teacher's long-term disability insurance could or would commence, and

d. The bank days shall take effect immediately following the exhaustion of the teacher's personal sick leave providing the above conditions have been met.

The Joint Sick Leave Committee consisting of the Director of Human Resources or designee and the Association **P**resident or designee shall administer the sick leave bank.

The Board will provide the Joint Sick Leave Committee with accurate accounting of the number of days and the names of participating teachers in the bank as requested by the Joint Sick Leave Committee.

Any days left over at the end of the school year shall carry over to succeeding years.

3. Reimbursement for Unused Sick Leave (Personal/Family) and Personal Business

Teachers may return to the corporation any unused personal sick leave, family illness, and personal business days (total 15 days) for a reimbursement of $25 per day. Days returned will not be credited

to the maximum accumulation. Returned days will be paid in a check on the first Friday of the succeeding school year.

Upon redeeming any of the above days, the teacher will not be able to use more than 15 days from the Sick Leave Bank for the succeeding year.

4. Bereavement

   a. A teacher absent due to a death in the immediate family shall be allowed up to five school days for leave time. Such days shall normally begin immediately following the death, but may be taken within a thirty-day period following the death. The "immediate family" shall be limited to spouse, children, legal guardian, stepchildren, parent, stepparent, grandparent, grandchild, brother, sister, stepbrother, stepsister, parents-in-law, or a person living in the home as part of the family.

   b. Three days shall be allowed per year for death of other members of the family not included in the definition of "immediate family."

   c. In cases of extenuating circumstances relative to deaths, the teacher through the principal, shall refer questions to the **Joint Communications Committee**.

5. Paternity/Adoptive Leave

   Up to two days paternity leave shall be available to a teacher immediately following the birth of his child. Up to two days leave shall be available to a teacher for the purpose of adoption. These days must follow the date of birth or custody within 180 days, but need not be consecutive.

6. Personal Business

   Each teacher, according to law, shall be entitled to two days for the transaction of personal business and for the conducting of personal or civic affairs during each year of employment. Personal business days shall not be requested or used for the sole purpose of extending a vacation or holiday. Personal business days may be taken in half-day units. Any unused personal business days shall, at the end of each school year, be credited to the teacher's accumulation of sick leave in accordance with the sick leave policy

of the Board. No reason need be given except immediately prior to or after a holiday or vacation period.

7. Court Responsibilities

   a. A teacher called for jury duty will receive regular pay.

   b. A teacher subpoenaed as a witness will receive regular pay for the time involved, except those subpoenaed by the Association in a suit against the Fort Wayne Community Schools.

8. Absence Due to Compensable Injury or Accident

   In case of absence of a teacher who qualifies for benefits under the Indiana Worker's Compensation Act Provisions, the teacher shall be compensated the difference between Worker's Compensation payments and the regular salary for as long as Worker's Compensation payments continue, but not to exceed 120 school days or six calendar months. Sick leave is not used or necessary in a compensable injury or accident situation.

9. Differential Pay for National Guard or Reserve Duty

   A teacher who is a member of a recognized reserve component of the Armed Forces of the United States or the National Guard shall be entitled to a leave of absence for annual required active duty training.

   A teacher shall be paid at the regular rate of pay for a period not to exceed 15 calendar days each year. It shall be the obligation of the teacher to furnish acceptable evidence of training time and payment therefore to the payroll department.

10. Paid Professional Leave Days

    a. A school-year allocation will be made to each school of one day for each four full-time teachers. The assignments shall be made on a rotating basis to teachers who do not have a previously allocated professional leave day (see paragraph 10-c in this section). The rotation shall be planned by the **Quality Improvement Team**. Selection shall be subject to mutual approval of teacher and principal. Assignments shall be made by September 15 of each year. A substitute will be provided to replace the teacher using a paid professional leave day or days.

i. Each teacher receiving a professional leave day shall meet with the unit head or designee at a mutually agreed upon time to select a mutually agreed upon professional activity.

ii. A teacher wishing to attend a professional activity shall submit a request for the professional leave day through the Area Administrator on the form shown in Appendix 3.

iii. Any teacher not utilizing a day shall indicate this in writing to the unit head prior to February 1, and the professional leave shall be returned to the building pool.

b. A total of 100 days will be allocated for teacher use to be administered by the Areas for the special needs of teachers in curricular areas.

c. Each senior high school shall be allocated 12 days each school year and each middle school shall be allocated 11 days each school year to be used exclusively by department heads/team leaders. Vocational and Continuing Education (VACE) shall be allocated eight days, which includes six days for the vocational unit and two days for the Adult Learning Center.

d. The individual unit head may request professional leave days for a teacher without using the established bank of days so long as a substitute is not required to fill the vacancy created by the teacher who is attending a professional meeting and so long as the educational program is not adversely affected.

11. Professional Development Day(s) for Conferences and/or School Related Business

a. Any teacher approved for a paid professional leave day to attend an educational conference or corporation-related business meeting shall be reimbursed* for expenses incurred in accordance with the following:

i. Up to $90 daily for appropriate conference expenses.

ii. Additionally, meal allowances shall be: breakfast - $5, lunch - $7 and dinner - $14.

*Receipts and verification of mileage shall be submitted by the teacher with a voucher.

b. While the decision rests with the principal or unit head, the teacher shall be informed in writing of the reason or reasons for refusal of a paid professional leave day.

c. When a conferences/workshops occur on weekends or vacation periods or a substitute is not hired, no professional leave day(s) shall be charged to the school's allotment. However, the teacher shall still be eligible for allowances.

12. Sabbatical Leave

a. General

A one-year leave of absence may be granted to **permanent** teachers for the purpose of engaging in full-time professional study to earn college or university credit in order to enhance the teacher's opportunity to contribute to the students of the Fort Wayne Community Schools. The teacher shall receive 50 percent of the contract salary as a teacher for the school year in which the leave is taken. This sum shall be paid during the leave on the regular pay schedule as elected by the teacher.

b. Application

Of the total number of **permanent** teachers, .5 percent shall be extended an opportunity to participate in such sabbatical leave in any one year. Applications for sabbatical leave shall be made to the Superintendent on the form shown in Appendix 4. A teacher desiring to participate in the sabbatical leave program will submit an application on or before April 1 for a leave to begin the following school year. Sabbatical leaves for the following school year shall be approved no later than June 1. After June 1, no changes or substitutions in the personnel granted a sabbatical leave will be made.

c. Selection

The Superintendent shall refer the application to the Sabbatical Committee whose purpose shall be to review applications for sabbatical leave. This committee shall consist of three representatives selected by the Association

and three representatives appointed by the Superintendent. The committee shall make recommendations to the Superintendent after taking into consideration such areas as:

i. Purpose of leave,

ii. Potential benefit to the requesting teacher,

iii. Potential benefit to the school system, and

iv. Any other factors important in the committee's judgment.

The Superintendent shall make recommendations to the Board after receiving the recommendations of the sabbatical committee. Approval of the Board will be contingent upon securing a qualified replacement to assume the duties of the applicant. This consideration is not meant to predetermine that teachers in certain critical areas cannot be granted a leave, but to make clear that the Fort Wayne Community Schools must continue to function for the benefit of the community. The guidelines in the selection section should be given equally careful consideration as all applications are reviewed.

d. Contract Agreement

Before beginning the sabbatical leave, the teacher shall enter into a contract to return to active service in the Fort Wayne Community Schools for a period of at least two years after the expiration of such leave. A teacher who does not fulfill this agreement shall repay the Fort Wayne Community Schools within two years the amount received for the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated or in cases wherein the rule is waived by the Board.

e. Return

Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Indiana State Teachers' Retirement Fund. Further, a teacher upon return from a sabbatical leave shall be restored to his/her former position or to a position of like nature and status and shall be

placed at the same position on the salary schedule as he/she would have been had the teacher taught in the Fort Wayne Community Schools during this period of time. A complete transcript of credits earned shall be submitted to the **S**uperintendent by October 1 following completion of the sabbatical leave.

Article 17: Unpaid Leave

A. General Provisions

1. Application for leave

a. A discretionary leave of absence is granted only to a permanent teacher except by special permission of the Board upon recommendation of the Superintendent.

b. A leave of absence is granted for the school year or any portion thereof and may be renewed so long as the total leave does not exceed two consecutive years. Whenever two school years become involved, two separate requests for leave must be made.

c. A teacher desiring a leave of absence for the succeeding full school year should make request for the leave as soon as possible in the current school year and preferably prior to April 1.

d. A leave of absence generally is not granted for purposes of obtaining other employment. However, a teacher on leave shall not be denied the opportunity to substitute in the school district by reason of the fact that the teacher is on leave.

2. Return From Leave

a. A teacher on leave for reasons other than qualifying Family and Medical Leave who notifies the Human Resources department in writing at least 14 days before the expiration of the leave that the teacher desires to return to active employment shall be returned immediately upon expiration of the leave to his/her former position; or, if that position is no longer in existence, to a substantially equivalent position. If more than one teacher has given notice to return to active employment, the teacher with greater seniority shall be assigned first. A teacher who fails to notify the Human Resources department prior to expiration of the leave shall be notified of pending termination.

b. If such notice is received after spring vacation, the teacher's leave shall continue until the beginning of the next school year.

c. A teacher returning from a leave of absence shall have accrued benefits restored, including the advancement on the salary schedule when verification of credit for retirement under the Indiana State Teachers' Retirement Fund is submitted.

B. Specific Provisions

1. Disability Leave and Personal Illness: A leave granted for personal illness or disability is based on a physician's written report stating inability to work. Return to work from personal illness or disability leave is based on a physician's written report stating that the teacher is again able to assume teaching duties.

2. Professional Improvement or Study: This area includes study, travel, exchange teaching, and other areas of self-improvement. This leave is granted for one year.

3. Peace Corps - Overseas Dependent Schools: This area normally covers two one-year leaves of absence.

4. Military or Alternative Service: Military or alternative service leave is granted by federal law to any teacher for a period of time not to exceed four years.

5. Indiana General Assembly: A leave will be granted as provided by law to serve in the Indiana General Assembly.

6. Professional Organization: Upon the request of the Association and recommendation of the Superintendent and approval of the Board, a teacher may be granted a leave of absence. Such a leave will be for a one-year period.

7. Childbearing and/or Child rearing: Any teacher may request a leave of absence for reasons of childbearing and/or child rearing. Procedures will be those established by the Family and Medical Leave Act of 1993.

8. Other: Any other reason for leave not specifically enumerated in this Article will be considered for leave of absence based on individual merits.

9. Family Medical Leave: Fort Wayne Community Schools will follow the provisions of the Family and Medical Leave Act of 1993. In administering the provisions of that Act, a teacher:

a. Shall not be required to, but may, use personal or sick leave while taking unpaid family or medical leave;

b. Shall not lose insurance benefits otherwise provided by this master contract;

c. In addition to those categories required by the Act, a teacher shall be permitted leave in order to care for a parent-in-law, stepchild, legal guardian, stepparent, grandparent, grandchild, brother, sister, stepbrother, stepsister, or a person living in the home as part of the family who has a serious health condition, and shall be granted intermittent leave and/or reduced schedule for birth or placement of a child; provided, however, that any such leave beyond the requirements of the Family and Medical Leave Act must be for a minimum period of time commencing on the date the leave is requested and ending on the last day of the semester in which the requested leave is completed, and that if the leave involves intermittent leave and/or reduced schedule, it shall be granted with the understanding that the teacher shall be immediately transferred to the contract substitute list and remain as a contract substitute until the end of the leave or the end of the semester in which the leave falls, whichever is later;

d. Shall continue to accrue seniority while on leave.

Article 18: Insurance and Health

A. Insurance

1. The exact benefits provided and effective dates of group coverage under insurance plans negotiated between the Board and the Association are set forth in policies and individual booklets which become a part of this contract by reference.

2. A joint insurance committee consisting of five members appointed by the Association and five members appointed by the Administration shall be responsible for review and oversight of the group benefits program. When the Joint Insurance Committee believes that changes in the group benefits program should be made, it shall recommend those changes to the respective bargaining teams.

B. Health Benefits

1. Health Benefits

a. A full-time teacher is eligible to receive group health benefits at current benefit levels. Current benefits include, but are not limited to, hospital benefits, mental and nervous coverage including substance abuse treatment, surgical/medical coverage, ambulance coverage, organ transplant coverage, physical exams, skilled nursing facility coverage, dental care for preventive and diagnostic treatment, prosthodontics, periodontics coverage, vision care, and mail order service for prescription drugs. The Board shall pay 90 percent of the cost for either the single or the family plan. In the event both husband and wife are eligible for such coverage, they may take individual single plans or one family plan. Experience information for the teachers' bargaining unit shall be maintained separately.

b. The child of a teacher who is retired shall be eligible to continue at his/her own expense the health plans jointly approved until said child is ineligible for coverage.

c. Eligible family members of deceased teachers shall have the option of continuing the health plans at their own expense.

d. The spouse of a retired teacher shall be eligible to continue the health plans at his/her own expense until eligible for Medicare.

e. Part-time and substitute teachers who desire group health coverage and who have been continuously enrolled in the group health plan at their expense since the 2002-03 school year may arrange this coverage with the teacher paying the full cost.

2. Group Term Life Insurance

A full-time teacher is eligible to receive convertible term life insurance in an amount equal to two times his/her gross contracted salary with the cost borne by the Board.

3. Long-term Disability Insurance

A full-time teacher shall receive a long-term disability insurance policy which includes benefits of 66 2/3 percent earnings after six calendar months of disability and continuing during the disability or to age 65. Coverage shall be for 52 weeks of the year with maximum benefit payments of $3,700 per month. The corporation shall pay the premium.

4. Liability Insurance

a. The Board shall provide comprehensive general liability insurance for both bodily injury and property damage covering all teachers while performing normal work assignments. The Board purchases automobile liability insurance for all owned, non-owned, and hired vehicles for accidents for which they may become liable.

b. The Board shall provide liability insurance for any teacher who in the course of his/her employment obligations transports students, including members of athletic teams, in the teacher's private motor vehicle.

5. Coverage Related to Termination of Employment

Any teacher who, as a result of resignation or discharge, shall teach less than a full school year shall have applied for his/her benefit only that proportion of the above-described insurance cost which the total number of days taught bears to the total number of teaching days in the school year.

6. Extended Coverage

   a. A teacher on an extended leave of absence granted by the Board shall be afforded the opportunity to continue participation in any insurance program to which the teacher was entitled as a full-time teacher under contract at his/her own expense.

   b. A teacher on a sabbatical leave granted by the Board shall be afforded the opportunity to continue participation in any insurance program to which the teacher is entitled as a full-time teacher under contract.

7. Retirement

   Any teacher who is at least 55, meets the requirements of IC 5-10-8-2.6, and who elects to retire after 15 years of service with Fort Wayne Community Schools shall be eligible to continue health insurance until eligible for Medicare.

8. Section 125 Flexible Benefit Plan

   Section 125 Flexible Benefit Plans of the American Fidelity Assurance Company and the ISTA Trust shall be offered to all bargaining unit members on a yearly basis in compliance with Internal Revenue Service regulations. The Administration shall through payroll deduction assure this option.

C. Wellness

Teachers may voluntarily have a physical examination every other year with the Board reimbursing a teacher up to $25 upon submission of paid receipt to the Human Resource Insurance office. At the option of the teacher, every other year, the teacher may take a physical examination (excluding drug/alcohol screening) at the provider designated by the Fort Wayne Community Schools with the full cost borne by the Board. Reports of the physical examination shall be sent from the school corporation provider directly to the teacher. Fort Wayne Community Schools will not receive or maintain a file of physical examination reports.

D. Employee Assistance Program

An Employee Assistance Program will be available to all bargaining unit members and their eligible dependents. This program shall be evaluated annually.

Article 19: Severance Benefits

A. Prior Agreements' Severance Benefits

This Article applies to teachers who received the Buy Out of severance benefits under the 2003-2004 Agreement.

A teacher who has retired or severed employment before the 2003-2004 Agreement shall only be entitled to the benefits contained in the agreement in effect as of the time of his or her retirement.

B. Vesting Requirements

A teacher becomes vested in the **Buy Out benefits of the 2003-2004 Agreement** so that there is no forfeiture as follows:

1. For the VEBA contribution and 50% of the retirement contribution of Section C, ISTRF eligibility plus age 55 and 15 years of service with FWCS.

2. For the other 50% of the retirement contribution, ISTRF eligibility plus age 50 and 10 years of service with FWCS.

C. Forfeitures

1. The accounts of teachers terminating employment prior to meeting vesting requirements shall be re-distributed to participating teachers.

2. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or reemployed by the school corporation. However, if the Board approves a leave of absence of an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave. In the case where an employee is RIF'd, his/her account will not be forfeited if said employee is recalled and he/she accepts the recall; provided, however, that the period of leave or RIF may not exceed three (3) years without forfeiture.

3. VEBA. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection B of this Article, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be

reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by initially determining the present value calculations, and shall be determined by the Nyhart Company or its successor. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

a. Employees who forfeited their VEBA accounts in the same year;

b. Employees who previously forfeited their VEBA accounts; and

c. Employees who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the after of Fifty Nine (59), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

4. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection B of this Article, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall not be returned to the school corporation. Instead, forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations and shall be determined by the Nyhart Company or its successor. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

a. Employees who forfeited their 401(a) plan accounts in the same year;

b. Employees who previously forfeited their 401(a) plan accounts; and

c. Employees who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, 401(a) plan accounts of employees who have attained the after of fifty-nine (59), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

5. The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the Administration of the 401(a) plan and investment fees shall be paid from the plan assets.

D. Future Adjustments

The parties agree that this Section, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Section shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

Article 20: Retirement Savings 401(a) Annuity Plan

A. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.

B. The Board agrees to **annually** match up to **.75% of each teacher's indexed salary (the salary listed on the teacher's contract before additional compensation)** into each individual's separate 401(a) account**, if** that individual **has** deposit**ed an equal amount** into his/her own 403(b) account or as excess deposits to his/her TRF account in accordance with their rules and regulations. The Board shall deposit its annual contribution on or before July 10 of each year, based on employee deposits the prior fiscal year (July 1 – June 30). There will be no commingling of account**s** and each employee may determine how his/her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan. The single investment vendor for the 401(a) plan shall be ISTA Financial Services Corporation.

C. Each bargaining unit member is immediately vested in these individual 401(a) accounts upon signing his/her 6th contract with the Board. Forfeitures will be returned to the Board as an offset to future Board contributions.

Article 21: Professional Compensation

A. Classes

Class I - Teachers who hold the Occupational Specialist Certificate (I, II, or III) with less than 12 semester hours of approved vocational teacher education course work or equivalent.

Class II - Teachers who hold the Occupational Specialist Certificate (I, II, or III) with 12 or more semester hours of approved vocational teacher education course work or equivalent, and speech/language associates with **E**mergency **P**ermits.

Class III - Teachers with a bachelor's degree and four years of training and a valid provisional, professional, standard license or equivalent**, and speech/language associates with Emergency Permits.**

Class IV - Teachers with a master's degree (State Rule No. 34 for those who were qualified prior to June 1, 1947) and a valid provisional, professional, standard license, or equivalent.

Class V - Teachers with credit beyond the master's degree and a valid provisional, professional, standard license, or equivalent.

Class VI - Teachers with a doctor's degree and a valid provisional, professional, standard license, or equivalent.

B. Credit on Salary Schedule

1. Credit will be given for each year of military service, including alternate service, up to a maximum of four years. A minimum of six months of military service is necessary to qualify for a year of service (Rule No. 91, 1948, Department of Public Instruction).

2. Credit shall be given on the salary schedule for all vocational education teachers whose programs require occupational work experience, **and speech/language associates with Emergency Permits.** Occupational area employment experience in excess of the requirements for vocational certification, **and experience as a speech/language associate** shall be recognized for salary determination at the ratio of two years of work experience equaling one school year of instructional experience. Adjustments for those currently under contract shall be made. Such work experience must be validated over the signature of the chief personnel officer or officers of the firm or firms where the work was performed and filed in the **Human Resources** department. Class II instructors who earn the bachelor's degree and hold a valid provisional,

professional, standard license, or equivalent shall move to the Class III schedule with no loss of work experience credit.

3. Teaching experience outside the school system shall be the sum of full and/or half years according to the rules adopted by the General Commission of the State Board of Education: "One school year of service in any public school certified, or commissioned, by the General Commission on Education of the State Board of Education, or in a public school equally recognized by the duly authorized state agency of any other state, or a school maintained by the U.S. Government for children of military personnel and other government employees either in the U.S. or in a foreign country, including teaching experience in the Peace Corps Service, or in an accredited publicly supported college or university, shall be recognized as one year experience...". No teacher shall lose any credit heretofore given by the Board for parochial school and college teaching experience. No teacher shall be employed in excess of credit authorized by this schedule.

4. A minimum of 120 days of teaching is necessary to qualify for one year of credit on the salary schedule. These days are cumulative over multiple contracts. Increment shall be awarded with the ensuing contract.

5. Completion of technical training programs by conditionally certified teachers such as factory service schools specifically related to the instructional assignment may be recognized as the equivalent of semester hours of credit with prior approval of the Superintendent at the ratio of 15 clock-hours of training equaling one semester hour. Equivalent training may be recognized for up to 50 percent of the requirements for classification advancement on the salary schedule.

6. Professional Incentive Increment - Each teacher should earn a minimum of five semester hours of credit each five-year period of employment. Said five hours shall be college or university credit of which any or all may be college-approved travel or seminars for which university or college credit is given. Audit courses do not apply.

7. Credit earned after the awarding of the master's degree will be paid an additional index rate of .01 of beginning bachelor's salary per five semester hours to a maximum of 60 hours.

    a. A minimum of 30 semester hours of the 60 semester hours must be in the area or areas in which the teacher is licensed

and must be approved prior to enrollment for eventual credit on the salary schedule.

b. At least five semester hours of the remaining 30 hours which do not have to be in the area of licensing shall be in the human relations field. Approval must be obtained prior to enrollment for eventual credit on the salary schedule. A joint committee of the Association and the Board shall meet to approve human relations courses for which credit is given.

c. Section B-7-b of this Article shall not apply to teachers who have earned 60 semester hours beyond the master's degree prior to February 1, 1974.

d. Credit on the salary schedule will be allowed up to a maximum of 10 hours of undergraduate course credit taken after the master's degree is awarded if approved prior to enrollment. Credit on the salary schedule for undergraduate work must be in an area in which the teacher is licensed and cannot exceed 10 semester hours. The total credit on the salary schedule for graduate and undergraduate work beyond the master's degree cannot exceed 60 semester hours.

e. All courses for which credit on the salary schedule is granted must be taken at four-year institutions of higher learning that offer at least a bachelor's degree. It is recommended that courses be taken at institutions of higher learning that are accredited by the North Central Association of Colleges and Secondary Schools or other regional accrediting associations.

8. Evidence of the completion of a degree, hours earned after the awarding of a master's degree, and credits for the Professional Incentive Increment earned since the signing of the last contract must be submitted to the Human Resources department by October 1, retroactive to the first day of school but effective January 1. Such evidence submitted by the last day of February shall be retroactive to the beginning of the second semester effective with the next paycheck.

   It is the responsibility of the individual teacher to secure college or university transcripts of grades and credits, evidence of awarding of a degree, and certification from colleges and universities of any courses for which credit on the salary schedule is requested.

9. The individual teacher is responsible for keeping licenses current and renewed when due and for securing proper certification of outside teaching experience, military service, and cumulative sick leave for submission to the Human Resources department.

10. Special Education, Speech and Hearing: Five semester hours of credit on the salary schedule shall be provided teachers holding the Certificate of Clinical Competence in speech pathology or audiology from the American Speech and Hearing Association.

C. Separate Indices

1. All teachers, regardless of assignment, are expected to carry a normal teaching load. Any exceptions must be requested in writing by the principal and approved by the Superintendent.

2. Department Heads/Team Leaders

a. The unit head prepares all team leader/department head job descriptions. Corporation wide team leader/department head job descriptions shall be provided to the Association and discussion may be requested. Building-level team leader/department head job descriptions shall be provided to the building representative and discussion may be requested. The job descriptions shall be reviewed by the Joint Discussion Committee. A copy of the job description shall be attached to any postings.

b. Middle schools may choose to appoint department heads and/or team leaders. A minimum of eight lead teachers will be provided at middle schools. Nine lead teachers will be assigned for schools with enrollments between 600 and 799 students, and 10 for schools having an enrollment of 800 and over.

c. Middle school lead teacher positions shall be posted on a rotating basis every three years. Teachers with more than five years of experience with at least two years in Fort Wayne Community Schools who are certified to teach in that area and who teach a **majority of periods in that area or grade** shall be able to apply. The positions shall be granted on a rotating basis to teachers within the department or team. No teacher may serve a third term until a second round of rotation has begun. The three-year term shall be retroactive to include those positions filled in the 2002-2003 school year. Successors to the lead teacher position shall

be chosen one year before taking office to facilitate the transition unless circumstances occur that warrant a more immediate action. Based upon cause, the unit head or building principal may remove a teacher from consideration for the position. The reasons for the removal from consideration shall be submitted to the teacher in writing.

Assignments shall be made as a .09 index. Assignments may be divided per Section D-4 of the article or through the waiver process in Article 5, Section D. The pay scale shall be posted with the Lead Teacher job description.

d. High school department head positions shall be posted on a rotating basis every three years. Teachers with more than five years of experience with at least two years in Fort Wayne Community Schools who are certified to teach in that area and who teach a majority of periods in that area shall be able to apply. The positions shall be granted on a rotating basis to teachers within the department. Incumbent department heads may apply for one additional consecutive term. No teacher may serve a third term until a second round of rotation has begun. Successors to the team leader/department head position shall be chosen one year before taking office to facilitate the transition. Based upon cause, the unit head or building principal may remove a teacher from consideration for the position. The reasons for the removal from consideration shall be submitted to the teacher in writing.

e. Department heads in the senior high schools in the areas of English, math, business, social studies, science, music, physical education, art, foreign language, home economics, industrial arts, special education, and library shall receive additional compensation in excess of their base salary of .09 times the beginning bachelor's salary. High school department heads in the six largest departments shall be provided with two release days per semester (taken in half-day or one-day segments) in lieu of one period per day planning time. The six periods will be assigned to the school as an additional allocation.

f. One team leader will be provided for each elementary school. An additional team leader will be assigned for schools with an enrollment of over 500 students. All elementary team leader positions will be rotated on a three-year cycle. The three-year term shall be retroactive to

include those positions filled in the 1994-95 school year. Successors to the team leader/department head position shall be chosen one year before taking office to facilitate the transition.

g. Revision of Horizons coordinator job description to include thinking skills activities will be posted.

h. The job descriptions for technology coordinators K-12 shall be written to emphasize the support role of technology to the school's learning plan as well as classroom teachers' curriculum delivery. There will be a minimum of two technology coordinators in each high school.

Middle schools may request an additional technology coordinator based on an approved technology plan and Area Administrator approval.

3. All industrial arts teachers shall be granted a supplemental contract for two half-days prior to the opening of school and two half-days after the close of school.

Anthis Career Center teachers with lab set-up and takedown responsibilities will have no students in class the first and last student day of each school year.

4. If an index is to be divided between two or more individuals, it must be divided into 25% increments. The agreement dividing the index shall be in writing and signed by all parties involved, including the unit head and head position if the position involves an assistant. Copies of the agreement shall be given to the FWCS Human Resources department with a copy to the Joint Communications Committee.

5. All media teachers shall be granted a supplemental contract for two half-days prior to the opening of school and two half-days after the close of school.

6. Department heads in the Vocational and Continuing Education (VACE) program areas of Academics, Automotive, Business Computers 2000, Community and Work Skills, Construction Trades, Cosmetology, Early Childhood, Emergency Services, Health Careers, Hospitality Careers, Landscape Design, and Industrial Technology, and two department heads in the Adult Learning Center shall receive additional compensation of .09 of the

beginning bachelor's salary. Selection procedures and terms shall be the same as for high school.

7. Any teacher required to travel as a regular practice to two buildings per day, including work-oriented study and community-based teachers, in his/her teaching assignment shall receive an additional .06 of bachelor's base salary. Cooperative training teachers working out of high schools shall receive .06 of bachelor's base salary. Those working out of the Career Center and also teachers traveling to more than two buildings on a regular basis shall be compensated .09 of the bachelor's base salary. The amount will be prorated at the rate of one-fifth of the total amount for each day of the week in which the teacher travels. The travel pay shall be paid in separate checks bimonthly.

8. Any teacher who is contracted for curriculum development work for the Fort Wayne Community Schools either during the school year after normal school hours, or during the summer, shall be paid an hourly rate of $25.00.

9. Any teacher who is required to attend the annual bus drivers safety meeting for the Fort Wayne Community Schools shall be paid an hourly rate of $7 based on the number of hours actually in attendance.

10. Athletic trainers shall receive additional compensation of .15 of the beginning bachelor's salary above their basic salary.

11. Culinary arts teachers shall be paid for work performed beyond the regular workday for organizations or groups outside the culinary arts department as follows:

    Number of Dinners Served

20 - 49	=	2 hours pay for each teacher assigned
50 - 79	=	3 hours pay for each teacher assigned
80 - 100	=	4 hours pay for each teacher assigned

    RECEPTIONS
    One hour of pay for each culinary arts teacher assigned.

    Culinary arts teacher(s) will be issued a supplemental contract for such work assignments. The supplemental contract will be governed by the language covered in Article 11 of the master contract.

12. Driver Education Salary Schedule

Salary rate per hour	Hours of driver education taught for FWCS
$30	401 or more hours
$26	250 to 400 hours
$23	120 to 249 hours
$21	0 to 119 hours

13. Paid In-Service - Teacher Presenter/Participant Conditions

Presenter Rate:	Hourly rate (presentation time only)
Participant Rate:	$ 15.00 per hour rate

Pay shall be computed to the nearest 15 minutes based on the actual time in attendance.

This provision shall not apply to new teacher orientation or to programs especially planned for teachers new to the system.

14. Compensation for non-supplemental contract work, enrichment programs and all grants will be $25.00 per hour

15. Other Additional Compensation - High school compensation areas receiving an index of the beginning bachelor's salary in excess of the base salary shall be the following:

a. Youth Symphony Manager - .065

b. Youth Symphony Coach/Asst. All-City - .02

c. All City Choir Director - .065

d. All City Accompanist - .03

e. Instrumental Music Marching Band Director - .145

f. Instrumental Music Marching Band Asst./Assts. - .035

g. Instrumental Music Orchestra Director - .06

h. Vocal Music Director - .06

i. Speech - .15 (May be divided between two teachers)

j. Assistant Speech Coach - .065

k. Theater Arts - .11

l. Assistant Theater Arts - .05

m. Publications Adviser - .09

n. Intramural - .09

o. Cheerleader Adviser - .04

p. Department Head - .09

q. Team Leader - .09

r. Thinking Skills Coach - .04

s. Academic Coach - .04

t. Technology Coordinator - .04

u. High School Student Council Sponsor - .04

16. Other Additional Compensation - Middle school compensation areas receiving an index of the beginning bachelor's salary in excess of the base salary shall be the following:

a. Department Head - .09

b. Team Leader - .09

c. Yearbook Adviser/Memory Book Adviser - .015

d. Newspaper Adviser - .015

e. Cheerleader Adviser - .03

f. All-City Choir Director - .065

g. All-City Orchestra Director - .065

h. All-City Music Program Assistant(s) - .02

i. All-City Choir Accompanist - .03

j. Thinking Skills Coach - .04

k. Academic Coach - .04

l. Fine Arts - .03

m. Technology Coordinator - .04

n. Middle school Speech Coach - .02

17. Coaches shall receive an additional index of the beginning bachelor's salary as follows:

a. High School Coaches

i. Head Basketball and Football Coach - .21

ii. All other head coaches - .11

iii. Assistant Basketball Coach - .105

iv. Assistant Football Coach - .11

v. All other assistant coaches - .09

b. Middle School Coaches

i. Middle school head coaches including soccer, and cross country and intramural directors - .09

ii. Middle school assistant coaches and intramural assistants - .05

iii. Middle School athletic assistant - .09

18. Elementary school compensation areas receiving an index of the beginning bachelor's salary in excess of the base salary shall be the following:

a. Patrol Supervisor - .03

b. Team Leader - .04

c. Thinking Skills Coach - .04

d. Academic Coach - .04

e. Magnet Extracurricular Leader - .032

f. Technology Coordinator - .04

g. IAT Coordinator - .05

19. A teacher appointed as a club adviser for any of those organizations listed below shall be compensated by the Board with an index of .03 of the beginning bachelor's salary in excess of base salary (effective 1987-88 school year):

a. Skills USA

b. Business Professionals of America - BPA
This provision shall apply to PBA and DECA clubs (Distributive Education Clubs of America) in the high schools.

c. Home Economics Related Occupations - HERO

d. Health Occupations Student Association - HOSA

e. Future Farmers of America - FFA

f. Teachers assigned by the unit head to assist the lead club advisor shall be paid $250 annually.

D. Pay for Athletic Events

1. Teacher participation in all extracurricular athletic events, outside of the official teacher workday, shall be compensated at the rate of $20 per event in senior high school and $15 per event in middle schools.

2 Teachers working at senior high school athletic events will not be paid under this provision of the master contract for the following events:

a. All IHSAA-sponsored tournaments and meets which are part of a state championship series for which teacher workers are paid from gate receipts.

b. The Summit Athletic Conference Holiday Basketball Tournaments for boys and girls for which teachers are paid from gate receipts.

c. Any other SAC Tournaments involving all member schools for which workers are paid from gate receipts.

3. Pay for athletic event work shall take place each pay day with a two-week lag in reporting.

E. Payroll Disbursement

1. Pay during the school year may be on a school year basis or yearly basis at the teacher's choice. Designation or changes in pay basis must be made no later than three (3) weeks prior to the first compensable day of each school year.

2. Payments will be on a bi-weekly basis with no less than one-half of a pay cycle being paid to the teacher based on the jointly approved pay schedule in Appendix 9.

3. Any teacher on a yearly basis may notify the payroll department by May 15 of the desire to receive the summer pays by mail at a home address. In this instance, summer pays shall be sent to the teacher on or about June 30.

4. Personnel who terminate employment prior to the last day of school will have their pay recomputed on a daily-rate basis from the first day of employment in the current school year to the date of termination of employment, and the additional amount due will be included in the last check.

5. Each teacher shall have the option at any time to sign an authorization form to participate in direct payroll deposit of his/her net pay into any one of the Allen County banks or the Professional Federal Credit Union. These direct payroll deposits shall continue from year to year unless rescinded at the option of the individual teacher.

F. Payroll Deductions

1. Deductions for school-year personnel for daily absences not covered by provisions listed under Article 14 shall be made at the rate of 1/190th of the contracted salary.

2. On or before October 10 of each year, payroll authorizations that are available for deduction of professional dues will be submitted by the Association to the Payroll department. Professional dues will be deducted in 15 consecutive equal payments and remitted as deducted to the Association. The Payroll department shall include

both a computer diskette and hard copy with each payroll deduction check sent to the Association office. Teachers who choose to pay Association dues after October 10 by 15 consecutive equal payroll deductions may have their payroll authorization forms filed with the Payroll department by the Association. Such deductions shall begin with the next regular pay day after the forms have been turned into the Payroll department and continue for the next 15 consecutive pay days so long as the cycle is initiated no later than the eleventh pay day on the regular pay schedule. After January 1, the Payroll Department shall deduct all unpaid Association dues from the remaining paycheck(s) of teachers who retire early, resign, go on leave of absence, or are terminated so long as the Payroll Deduction Form in effect provides for such deductibility.

3. Association dues means the total of the dues for the Fort Wayne Education Association, the Indiana State Teachers Association, and the National Education Association.

4. Signed payroll deduction authorization forms for Association dues shall be retained by the Board for deductions in subsequent years. Such professional dues deductions for the Association shall be made for those teachers remaining in the employ of the Board unless notified in writing by the Association on or before October 10 of each year. Additionally, any adjustment in the Association dues total in subsequent years for teachers having already signed the designated from will be supplied by the Association on or before October 10 of each year.

5. Payroll deductions for teachers are limited to the following:

   a. Federal Income Tax

   b. State Income Tax

   c. Social Security Tax

   d. Optional employee ISTRF Contributions

   e. Association Dues

   f. Group Health Benefits

   g. FWEA approved short term disability carrier

   h. Life Insurance
   i. Credit Union

j. United Way

k. U.S. Savings Bonds

l. County Tax (if applicable)

m. Association Political Action Contributions

n. FWEA approved Section 125 carrier

o. Arts United

p. Vendors authorized to sell 403(b) plans to teachers shall be mutually approved by FWCS and the Association. **Teachers or administrators moving into or out of the teacher bargaining unit may retain their prior 403(b) plan vendor.**

Deductions for carriers of 403(b) program prior to October 9, 2001 shall continue with the teacher allowed to continue their current investments with the ability to make increases and decreases as allowed by standard policy.

6. Teachers may authorize reductions for tax-sheltered annuities during the annual fall enrollment period or within 30 days of initial employment.

G. Board Approved Montessori Magnet Program

1. The Board agrees to pay each teacher, chosen to take training to become certified as a Montessori magnet school teacher for the school corporation, at an hourly rate equal to one-half the teacher's basic hourly contract salary. (See Article 14 of the master contract for calculation of each teacher's basic hourly contract salary.)

2. Additionally, teachers chosen for the Montessori magnet school will be paid in accordance with the hourly rate described in section C-7 for attendance at activities outside the regular weekly school day of 8:00 a.m. to 3:25 p.m. including, but not limited to the following:

a. In-service training approved by the joint in-service training committee.

b. Laboratory duties associated with training for Montessori certification.

c. Set-up needs or other Montessori school meetings and/or conferences or required overnight experiences beyond that expected of teachers in the average FWCS elementary school.

3. Pay for teachers under both paragraphs 1 and 2 above shall be computed to the nearest 15 minutes based on actual time in attendance.

4. Teachers selected and who take the Montessori training provided by FWCS shall be considered as dually endorsed in any reduction in teaching staff that may be implemented.

2004-2005 Salary Schedule - Class I

Effective August 20, 2004 - August 18, 2005

INDEX SCHEDULE FOR 2004-2005 $30,063 - BASE

Years	Step	Index	Index X Base	(hourly)	3% TRF	Salary with 3% TRF
0-1	1.0	0.81000	$24,351	$21.36	1.03	$25,082
1-2	2.0	0.85000	$25,554	$22.42	1.03	$26,321
2-3	3.0	0.89000	$26,756	$23.47	1.03	$27,559
3-4	4.0	0.93000	$27,959	$24.53	1.03	$28,798
4-5	5.0	0.97000	$29,161	$25.58	1.03	$30,036
5-6	6.0	1.01000	$30,364	$26.64	1.03	$31,275
6-7	7.0	1.05000	$31,566	$27.69	1.03	$32,513
7-8	8.0	1.09000	$32,769	$28.74	1.03	$33,752
8-9	9.0	1.13000	$33,971	$29.80	1.03	$34,990
9-10	10.0	1.17000	$35,174	$30.85	1.03	$36,229
10-11	11.0	1.21000	$36,376	$31.91	1.03	$37,467
11-12	12.0	1.25000	$37,579	$32.96	1.03	$38,706
12-13	13.0	1.29000	$38,781	$34.02	1.03	$39,944
13-14	14.0	1.33000	$39,984	$35.07	1.03	$41,184
14-15	15.0	1.37000	$41,186	$36.13	1.03	$42,422
15-16	16.0	1.41000	$42,389	$37.18	1.03	$43,661
16-17	17.0	1.45000	$43,591	$38.24	1.03	$44,899
17-18	18.0	1.49000	$44,794	$39.29	1.03	$46,138

The rate of pay for pay purposes on this salary schedule from August 20, 2004, through scheduled pays for 2004 is computed on the 2003-2004 teacher's salary schedule. The difference between the 2003-2004 schedule and the 2004-2005 schedule for each teacher contract will be paid in equal payments from January 2005 through the remaining scheduled pays.

Fort Wayne Community Schools shall make the annual Indiana State Teachers' Retirement Fund contribution of 3 percent for all teachers in the bargaining unit covered by this master contract.

2004-2005 Salary Schedule - Class II

Effective August 20, 2004 - August 18, 2005

INDEX SCHEDULE FOR 2004-2005 $30,063 - BASE

Years	Step	Index	Index X Base	(hourly)	3% TRF	Salary with 3% TRF
0-1	1.1	0.88000	$26,455	$23.21	1.03	$27,249
1-2	2.1	0.92000	$27,658	$24.26	1.03	$28,488
2-3	3.1	0.96000	$28,860	$25.32	1.03	$29,726
3-4	4.1	1.00000	$30,063	$26.37	1.03	$30,965
4-5	5.1	1.04000	$31,266	$27.43	1.03	$32,204
5-6	6.1	1.08000	$32,468	$28.48	1.03	$33,442
6-7	7.1	1.12000	$33,671	$29.54	1.03	$34,681
7-8	8.1	1.16000	$34,873	$30.59	1.03	$35,919
8-9	9.1	1.20000	$36,076	$31.65	1.03	$37,158
9-10	10.1	1.24000	$37,278	$32.70	1.03	$38,396
10-11	11.1	1.28000	$38,481	$33.76	1.03	$39,635
11-12	12.1	1.32000	$39,683	$34.81	1.03	$40,873
12-13	13.1	1.36000	$40,886	$35.86	1.03	$42,113
13-14	14.1	1.40000	$42,088	$36.92	1.03	$43,351
14-15	15.1	1.44000	$43,291	$37.97	1.03	$44,590
15-16	16.1	1.48000	$44,493	$39.03	1.03	$45,828
16-17	17.1	1.52000	$45,696	$40.08	1.03	$47,067
17-18	18.1	1.56000	$46,898	$41.14	1.03	$48,305

The rate of pay for pay purposes on this salary schedule from August 20, 2004, through scheduled pays for 2004 is computed on the 2003-2004 teacher's salary schedule. The difference between the 2003-2004 schedule and the 2004-2005 schedule for each teacher contract will be paid in equal payments from January 2005 through the remaining scheduled pays.

Fort Wayne Community Schools shall make the annual Indiana State Teachers' Retirement Fund contribution of 3 percent for all teachers in the bargaining unit covered by this master contract.

2004-2005 Salary Schedule - Class III

Effective August 20, 2004 - August 18, 2005

INDEX SCHEDULE FOR 2004-2005 $30,063 - BASE

Years	Step	Index	Index X Base	(hourly)	3% TRF	Salary with 3% TRF
0-1	1.2	1.00000	$30,063	$26.37	1.03	$30,965
1-2	2.2	1.04000	$31,266	$27.43	1.03	$32,204
2-3	3.2	1.08000	$32,468	$28.48	1.03	$33,442
3-4	4.2	1.12000	$33,671	$29.54	1.03	$34,681
4-5	5.2	1.16000	$34,873	$30.59	1.03	$35,919
5-6	6.2	1.20000	$36,076	$31.65	1.03	$37,158
6-7	7.2	1.24000	$37,278	$32.70	1.03	$38,396
7-8	8.2	1.28000	$38,481	$33.76	1.03	$39,635
8-9	9.2	1.32000	$39,683	$34.81	1.03	$40,873
9-10	10.2	1.36000	$40,886	$35.86	1.03	$42,113
10-11	11.2	1.40000	$42,088	$36.92	1.03	$43,351
11-12	12.2	1.44000	$43,291	$37.97	1.03	$44,590
12-13	13.2	1.48000	$44,493	$39.03	1.03	$45,828
13-14	14.2	1.52000	$45,696	$40.08	1.03	$47,067
14-15	15.2	1.56000	$46,898	$41.14	1.03	$48,305
15-16	16.2	1.60000	$48,101	$42.19	1.03	$49,544
16-17	17.2	1.64000	$49,303	$43.25	1.03	$50,782
17-18	18.2	1.68000	$50,506	$44.30	1.03	$52,021

The rate of pay for pay purposes on this salary schedule from August 20, 2004, through scheduled pays for 2004 is computed on the 2003-2004 teacher's salary schedule. The difference between the 2003-2004 schedule and the 2004-2005 schedule for each teacher contract will be paid in equal payments from January 2005 through the remaining scheduled pays.

Fort Wayne Community Schools shall make the annual Indiana State Teachers' Retirement Fund contribution of 3 percent for all teachers in the bargaining unit covered by this master contract.

2004-2005 Salary Schedule - Class IV

Effective August 20, 2004 - August 18, 2005

INDEX SCHEDULE FOR 2004-2005 $30,063 - BASE

Years	Step	Index	Index X Base	(hourly)	3% TRF	Salary with 3% TRF
0-1	1.3	1.10000	$33,069	$29.01	1.03	$34,061
1-2	2.3	1.14588	$34,449	$30.22	1.03	$35,482
2-3	3.3	1.19176	$35,828	$31.43	1.03	$36,903
3-4	4.3	1.23764	$37,207	$32.64	1.03	$38,323
4-5	5.3	1.28352	$38,586	$33.85	1.03	$39,744
5-6	6.3	1.32940	$39,966	$35.06	1.03	$41,165
6-7	7.3	1.37528	$41,345	$36.27	1.03	$42,585
7-8	8.3	1.42116	$42,724	$37.48	1.03	$44,006
8-9	9.3	1.46704	$44,104	$38.69	1.03	$45,427
9-10	10.3	1.51292	$45,483	$39.90	1.03	$46,847
10-11	11.3	1.55880	$46,862	$41.11	1.03	$48,268
11-12	12.3	1.60468	$48,241	$42.32	1.03	$49,688
12-13	13.3	1.65056	$49,621	$43.53	1.03	$51,110
13-14	14.3	1.69644	$51,000	$44.74	1.03	$52,530
14-15	15.3	1.74232	$52,379	$45.95	1.03	$53,950
15-16	16.3	1.78820	$53,759	$47.16	1.03	$55,372
16-17	17.3	1.83408	$55,138	$48.37	1.03	$56,792
17-18	18.3	1.88000	$56,518	$49.58	1.03	$58,214

Class V - Credit earned after the awarding of the master's degree will be paid at an additional index rate of .01 of the beginning bachelor's salary per five semester hours to a maximum of 60 hours.

Class VI - A teacher with an earned doctor's degree will be paid an additional index of .15 of the beginning bachelor's salary above placement of Class IV of this section.

The rate of pay for pay purposes on this salary schedule from 2004, through scheduled pays for 2004 is computed on the 2003-2004 teacher's salary schedule. The difference between the 2003-2004 schedule and the 2004-2005 schedule for each teacher contract will be paid in equal payments from January 2005 through the remaining scheduled pays.

Fort Wayne Community Schools shall make the annual Indiana State Teachers' Retirement Fund contribution of 3 percent for all teachers in the bargaining unit covered by this master contract.

2005-2006 and 2006-2007 Salary Schedules

Salary Schedules for school years 2005-2006 and 2006-2007 shall be determined by the following formula, but shall increase a minimum of 1.5% for school year 2005-2006, and a minimum of 1.0% for school year 2006-2007:

Formula for 05-06 & 06-07

Base

Percent increase in total revenue in General Fund for calendar year 2006 (for 05-06) and 2007 (for 06-07). Increase equals difference between General Fund total revenue on Budget Forms 2 and 3, as adopted by the Board of School Trustees:

- Percent increase in 2006 revenue (adjusted for any actual enrollment differences after board adoption and adjusted for items below) over 2005 revenue.
- Percent increase in 2007 revenue (adjusted for any actual enrollment differences after board adoption) over 2006 revenue equals 06-07 increase. In addition, if the legislature adjusts any of the Base Adjustment items gradually, that should be considered in the same manner as in the 05-06 increase.

Base Adjustments

Three budget items were introduced for 2004 and 2005 that are not included in the General Fund Budget Forms 2 and 3. If these items continue through 2007 at the same level then no adjustment is necessary. If these items are removed or changed, then an adjustment is necessary. The adjustments are as follows:

1. Remediation – For 2004 and 2005 remediation dollars were added beyond the normal funding formula. For 2005 that amount is $1,086,740. These dollars should be considered subtracted from our comparative total revenue so that those remediation programs can remain in affect.
2. Teachers Retirement Fund (TRF) Reduction – For 2004 and 2005 the state decreased the rate that districts pay into the Teachers Retirement Fund. For FWCS that reduction created $791,700 of additional funds. It is possible that the rate will be reinstated to its former level and that General Fund will have to absorb this cost. These dollars should be considered subtracted from our comparative total revenue so that funds are available for this increased expenditure.
3. Utilities & Insurance Funding in CPF – For 2004 and 2005 the legislature allowed districts to raise a rate in the CPF to pay for growing utilities and insurance. For 2005, FWCS expects to pay $3,434,498 from CPF that was formally paid from the General Fund. These dollars should be considered subtracted from our comparative total revenue so that funds are available for this increased expenditure.

Additions

Add .4% representing the continued gradual increase in the teachers' portion of the General Fund.

Deductions

1. Percentage of teacher base salary and benefits representing step increases

2. Percentage of teacher base salary and benefits representing step increase in ISTRF for teachers

3. Percentage of teacher base salary and benefits representing 90% of increase in health insurance costs for teachers.

Article 22: School Calendar

A. Standard School Calendar

1. The legal school year as established by the state of Indiana - July 1 through June 30 of the following year.

2. The regular school year in the Fort Wayne Community Schools - A teacher preparation day will occur the Friday before the first full week of school. Beginning with school year 2001-2002, the first week of school will be the second week prior to Labor Day. The regular school calendar is established with a 42-week period. Fort Wayne Community Schools has an established school year calendar of 190 days. The regular teacher's contract will be for 190 days within this 42-week period.

3. Semesters- The first semester begins on the Friday before the first full week of school and ends on Friday of the 19th week. The second semester begins on the Monday following the end of the first semester and ends on Friday of the 19th week."

B. Standard School Calendar Policy

1. Teacher In-Service/Faculty Meeting/Room Preparation - The first day of each new school year is a vacation day for students. This day is a paid workday for teachers. This first day shall be used for teacher in-service, faculty meetings and teacher preparation. The faculty meeting shall occur in the morning and shall be a maximum of two hours. The in-service and faculty meeting combined cannot exceed one-half day. Included in the faculty meeting will be a discussion and review of discipline procedures. Schools may choose to conduct an in-service for the remainder of the morning. It will be the responsibility of the **Quality Improvement Team** to develop that in-service. The remainder of the day will be reserved for teacher preparation.

2. Labor Day - First Monday in September is a vacation day for students and a paid vacation day for teachers.

3. Veterans Day - The 11th day of November. This is a vacation day for students and a paid vacation day for teachers. If Nov. 11 falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be the vacation day.

4. Thanksgiving - The fourth Thursday in November. This day and the Friday following are vacation days for students. Thanksgiving Day is a paid vacation day for teachers. Friday is a non-paid vacation day for teachers.

5. Christmas Day and New Year's Day and the days prior to each and the day after Christmas - These days are vacation days for students and teachers. Christmas Day is a paid vacation day for teachers while all other days are unpaid vacation days.

6. Winter Vacation - There will be no less than three days of school in any week immediately preceding Christmas Day (December 25) and no less than three days of school in any week immediately following New Year's Day (January 1). The parties agree to waive this provision during any school year when the language would necessitate beginning classes on the day of the traditional New Year bowl game celebrations.

7. Martin Luther King Jr. Holiday - The third Monday of January is a vacation day for students and a paid vacation day for teachers.

8. End of First Semester - The last Friday of the first semester is a vacation day for students and a paid workday for teachers. Consistent with Article 9, during the last day of the first semester, there shall be no more than one hour of required faculty, department and/or committee meetings. The remainder of the day is provided for grading papers, preparing grades, and completing necessary reports.

9. President's Day - The third Monday of February is a vacation day for students and a paid vacation day for teachers only during those school years when Good Friday occurs during Spring Vacation. When Good Friday does not occur during Spring Vacation, President's Day will be a normal school day for both students and teachers.

10. Good Friday - When Good Friday does not occur during Spring Vacation of the school calendar, it shall be a vacation day for students and a paid vacation day for teachers.

11. Spring Vacation – The twelfth week of the second semester unless modified by the Joint Communications Committee. These are vacation days for students and teachers. Teachers do not receive pay for these days.

12. Reserve Make-up Day - The Friday before Memorial Day.

13. Memorial Day - The last Monday in May is a vacation day for students and a paid vacation day for teachers.

14. End of Second Semester - The last day of the second semester is a vacation day for students and a paid workday for teachers.

15. Independence Day - The Fourth of July is a paid holiday for 12-month contracted teachers.

C. Standard School Day Make-up Provisions

The Board agrees to seek, when appropriate and after consultation with the Association, a waiver from the Indiana Department of Education under the provisions of P.L. 390-1987 concerning emergency make-up time for student instructional requirements when schools open late, are closed early or are closed for one or more full days. If bank time is permitted by the Indiana Department of Education for make-up of instructional time, this time may be considered in lieu of requesting a waiver.

D. Standard Schedule Emergency Closing of School

1. In the event the Indiana Department of Education, in evaluating the factors submitted by the Board, does not determine the circumstances extraordinary to justify granting a waiver under IC 20-10.1-2-1 (d) subsection (i), then the days which shall be used to make-up the missed student days (time) due to emergency school closing shall be in priority order as follows:

    a. Last Day of the First Semester

    b. Reserve Make-up Day

    c. Last Day of the Second Semester

    d. Remainder of missed student days not made up by a, b or c above shall be added to the end of the school year for make-up.

2. If the start of a school day is delayed or if a school day for students is ended early, the teacher day shall be adjusted accordingly.

2004-2005 School Calendar

FIRST SEMESTER	
Begins August 20, 2004	Ends January 13, 2005
Enrollment of Students/Classes Begin on August 23, 2004	
SECOND SEMESTER	
Begins January 18, 2005	Ends June 3, 2005
NO SCHOOL FOR STUDENTS	
Teacher Preparation	August 20, 2004
Labor Day	September 6, 2004
Veterans Day	November 11, 2004
Thanksgiving	November 25 – 26, 2004
Winter Vacation	December 20, 2004 – December 31, 2004
Martin Luther King Jr. Day	January 17, 2005
Last Day of First Semester	January 13, 2005
Good Friday	March 25, 2005
Spring Vacation	April 4 – 8, 2005
Reserve Make-up Day	May 27, 2005
Memorial Day	May 30, 2005
Last Day of Second Semester	June 3, 2005

STUDENT DAYS		TEACHER DAYS	
First Semester	90	Professional	3
Second Semester	90	Paid Holidays	7
		Student Days	180
Total	180	Total	190

SCHOOL DAY MAKEUP PRIORITY
1. Last day of the first semester. 2. Reserve make-up day. 3. Last day of the second semester. 4. Remainder of missed student days not made up by the days listed above shall be added to the end of the school year for make-up.

2005-2006 School Calendar

FIRST SEMESTER	
Begins August 19, 2005	Ends January 12, 2006
Enrollment of Students/Classes Begin on August 22, 2005	
SECOND SEMESTER	
Begins January 17, 2006	Ends June 2, 2006
NO SCHOOL FOR STUDENTS	
Teacher Preparation	August 19, 2005
Labor Day	September 5, 2005
Veterans Day	November 11, 2005
Thanksgiving	November 24 – 25, 2005
Winter Vacation	December 19 – December 30, 2005
Martin Luther King Jr. Day	January 16, 2006
Last Day of First Semester	January 12, 2006
Spring Vacation	April 3 – 7, 2006
Good Friday	April 14, 2006
Reserve Make-up Day	May 26, 2006
Memorial Day	May 29, 2006
Last Day of Second Semester	June 2, 2006

STUDENT DAYS		TEACHER DAYS	
First Semester	90	Professional	3
Second Semester	90	Paid Holidays	7
		Student Days	180
Total	180	Total	190

SCHOOL DAY MAKEUP PRIORITY
1. Last day of the first semester. 2. Reserve make-up day. 3. Last day of the second semester. 4. Remainder of missed student days not made up by the days listed above shall be added to the end of the school year for make-up.

2006-2007 School Calendar

FIRST SEMESTER	
Begins August 18, 2006	Ends January 11, 2007
Enrollment of Students/Classes Begin on August 21, 2006	
SECOND SEMESTER	
Begins January 16, 2007	Ends June 1, 2007
NO SCHOOL FOR STUDENTS	
Teacher Preparation	August 18, 2006
Labor Day	September 4, 2006
Veterans Day	November 10, 2006 (observed)
Thanksgiving	November 23 – 24, 2006
Winter Vacation	December 25, 2006 – January 5, 2007
Last Day of First Semester	January 11, 2007
Martin Luther King Jr. Day	January 15, 2007
President's Day	February 19, 2007
Spring Vacation	April 2 – 6, 2007
Reserve Make-up Day	May 25, 2007
Memorial Day	May 28, 2007
Last Day of Second Semester	June 1, 2007

STUDENT DAYS		TEACHER DAYS	
First Semester	90	Professional	3
Second Semester	90	Paid Holidays	7
		Student Days	180
Total	180	Total	190

SCHOOL DAY MAKEUP PRIORITY
1. Last day of the first semester. 2. Reserve make-up day. 3. Last day of the second semester. 4. Remainder of missed student days not made up by the days listed above shall be added to the end of the school year for make-up.

Article 23: Effect and Term of Master Contract

A. Effect of Master Contract

1. The Administration and Association agree that the terms and conditions set forth in this contract represent the understanding and commitment between them for the duration of this contract. Only with the mutual consent of both parties can the negotiation process be reopened to alter or change this contract during its duration.

2. Any contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of this contract.

3. Should any article or portion thereof be declared illegal by a court of competent jurisdiction or be in conflict with any state or federal statute or regulation that has the effect of statute, such article or portion thereof shall be deleted from the contract to the extent it violates the law, but the remainder of the contract shall remain in full force and effect.

4. This contract shall supercede any rules, regulations, policies, or practices of the Administration which shall be contrary to or inconsistent with its terms.

5. Nothing of this contract abrogates the rights of the individual under existing laws. Individual teachers may present views, requests and complaints, or recommendations to the Superintendent or representatives.

B. Term of Master Contract

1. This Contract shall be effective on August 15, 2004 and shall continue in effect through August 16, 2007.

2. This Contract is made and entered into at Fort Wayne, Indiana, County of Allen, State of Indiana, by and between the Board of School Trustees of the Fort Wayne Community Schools and the Fort Wayne Education Association, Inc. This contract is so attested to by the parties whose presidents', secretaries', and designated members' signatures follow.

C. Printing of Contract

1. The Administration shall bear the cost of printing the master contract for all teachers. The Administration shall provide the Association with 200 copies of the master contract each contract year.

Fort Wayne Education Association, Inc.

By: _____
Steve Brace
Its President

By: _____
Jennifer McDunnough
Its Secretary

By: _____
William G. Gist
Spokesperson
Negotiation Committee

Board of School Trustees of Fort Wayne Community Schools

By: _____
Carol Coen
Its President

By: _____
Jon Olinger
Its Secretary

By: _____
Wendy Robinson
Superintendent

_____
Carol Lindquist
Co-Spokesperson
Negotiation Committee

_____
William Sweet
Co-Spokesperson
Negotiation Committee

Dated this ____day of September, 2004.

APPENDIX 1: PROFESSIONAL GRIEVANCE FORM

FORT WAYNE COMMUNITY SCHOOLS
FORT WAYNE, INDIANA

PROFESSIONAL GRIEVANCE FORM

Name of Aggrieved:_____Date Filed:_____

School:_____Assignment:_____

Date of Grievance:_____

Statement of Grievance:_____

_____

_____

_____

_____

_____

Recommended Solution:_____

_____

_____

Signed:_____

Signed:_____

Received By:_____Date Received_____

Level of Process and Referral Date:_____

o Principal or o Area Admin. o Supt./Designee o Board
Unit Head o Arbitration

Date:_____ Date:_____ Date:_____ Date:_____
By:_____ By:_____ By:_____ By:_____

PROFESSIONAL GRIEVANCE FORM (continued)

The answer and action side of the Grievance Form is to be used by all levels of progression in the grievance procedure. The level is to be identified by checking the proper box below and attaching a new answer form if necessary.

____Principal or Unit Head ____Area Admin ____Superintendent ____Board or Designee Arbitration

Answer of Disposition:_____

_____

_____

_____

_____

_____

By:_____

Date:_____

Action by Aggrieved: _____ Accepted Answer

_____ Rejected Answer and Referred on

If Rejected, Give Reason: _____

_____

_____

_____

_____

_____

By:_____

Date:_____

APPENDIX 2: INTERVIEW REQUEST FOR POSTED TEACHING VACANCY

FORT WAYNE COMMUNITY SCHOOLS
1200 South Clinton
Fort Wayne, IN 46802

For School Use
Date Received:_____

INTERVIEW REQUEST FOR POSTED TEACHING VACANCY

To: Principal/Unit Head of School with Vacancy

Teacher's Name _____Date of Hire_____

Vacancy Applying For:_____Posting Number_____

Present School:_____Assignment_____

Home Address:_____

City:_____State:_____Zip:_____

Telephone:_____Alternate Telephone_____

Qualifications:(Fill in below or attach a more detailed resume)

(1) Educational Background:_____

_____

(2) Relevant Instructional Work Experience:_____

_____

(3) Summary of Written Job Performance Evaluations:_____

_____

_____ _____
Teacher's Signature Date Submitted

Deliver To:_____ or Mailed To:_____

A current Transfer Request must be on file in the Human Resources Department.

To Teacher Requesting Interview: Please be informed that according to the criteria in Article 11, Section A(5) you o Have o Have not been selected for an interview for the teaching vacancy listed above.

If selected, your interview is scheduled as follows:

_____ _____ _____
Date Time Location

_____ _____
Principal/Unit Head Signature Date

APPENDIX 3: PROFESSIONAL LEAVE REQUEST

Fort Wayne Community Schools
Professional Leave / Absence Permission Request

Name:		Date of Request:	
Position:		School / Unit:	
Signature:			

ABSENCE REASON		
☐	(MI)	Mentor / Intern Program *(sub only)*
☐	(SD)	Staff Development / In-service
☐	(CD)	Curriculum Development
☐	(JD)	Jury Duty
☐	(MD)	Military Duty
☐	(RH)	Religious Holiday
☐	(OT)	Other
Administrators Only		
☐		Personal Day (08)
☐		Vacation Day (09)
☐		Unassigned Day
Administrators and Classified		
☐		(OT) Conference/School Business

PROFESSIONAL LEAVE ALLOCATION	
☐	(1) School Allocation
☐	(2) Department Head / Team Leader Allocation
☐	(3) Career Center Allocation
☐	(4) Continuing Education Allocation
☐	(5) Curriculum & Instructional Allocation
☐	(6) H.S. Dept. Head Release Day (No travel exp.)
☐	(7) Area Allocation / Bank Day
SPECIAL PROJECTS	
☐	(8) Special Project *(Not limited to $116/day. Requires special funding)*

Payroll Entry:
After entering the "06" absence code in the PCPR Screen, enter the 3-space identifier. Spaces 1 and 2 are the absence reason letters, and space 3 is the professional leave allocation number. Example: SD1 implies Staff Development, 1 School Allocation.

ABSENCE DAYS	
First Workday Absent:	
Date of Return to Work:	
Total Days Absent:	
Substitute Required:	☐ Yes ☐ No

Funding for Substitute:
(Required if Special Project)

Fund	ASN	Unit

Conference Reimbursement / School Business Travel

Sponsor:		Location:	
Title:			
First Travel Day:		Last Travel Day:	

Estimated Expenses	
Registration *(attach registration form)*	$
Meals *(see below)*	$
Hotel *(taxes Included; 12% in Indiana)*	$
Mileage / Shuttle	$
Airfare	$
Parking	$
Car Rental	$
Miscellaneous	$
Total Estimate	$

Funding				
	Amount	Fund	ASN	Unit
Teachers:				
Prof. Leave Alloc.	$			
Funding A	$			
Funding B	$			
Other Employees				
Funding A	$			
Funding B	$			
Total (Equals Estimate)	$			

Meal Expense Estimate *

		SUN /	MON /	TUE /	WED /	THUR /	FRI /	SAT /	
Breakfast	$5	$	$	$	$	$	$	$	
Lunch	$7	$	$	$	$	$	$	$	
Dinner	$14	$	$	$	$	$	$	$	**TOTAL**
Total	$26	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**

** If registration fee includes meals, do not include in the meal estimate.*

☐ Approve ☐ Disapprove		Date:	
	Signature of Principal / Unit Head		
☐ Approve ☐ Disapprove		Date:	
	Signature of Appropriate Cabinet Member		

APPENDIX 4: APPLICATION FOR SABBATICAL LEAVE

FORT WAYNE COMMUNITY SCHOOLS
APPLICATION FOR SABBATICAL LEAVE
I. Request

_____
Last First Middle Maiden
Present Position _____
School Grade Subject
Sabbatical Leave Request for School Year _____
Number of Years Employed by FWCS _____
Number of Years Employed in Public Schools other than FWCS _____
Highest Degree Held _____
Purpose of Sabbatical _____
_____
_____

Date _____ Applicant _____
Principal or Unit Head _____
Date _____

Action

Recommendation by Sabbatical Committee to Superintendent o Yes o No

Remarks _____
_____
Date _____ Chairman _____

Recommendation by Superintendent to the Board of School Trustee o Yes o NO
Remarks _____
_____
Date _____ Superintendent _____
Action by the Board of School Trustees _____
_____
Date _____ Director of _____
Human Resources

After Approval Original ___ Employee
Copies ___ Superintendent's Office ___ Business
___ Human Resources ___Unit Head

APPENDIX 5: TEACHER EVALUATION SUMMARY FORM

FORT WAYNE COMMUNITY SCHOOLS
TEACHER EVALUATION SUMMARY - CONFIDENTIAL
EVALUATION NO. _____
Teacher_____School_____Unit no. ____
Teaching assignment_____Date_____

Key: U – Unsatisfactory; 1,2,3 – Low to high range within successful areas; NA – Not applicable or not observed.

Check appropriate option in grid for each entry

1. Planning and Preparation	U	1	2	3	NA	Comments:
a. Demonstrating knowledge of content						
b. Demonstrating knowledge of students						
c. Selecting instructional goals						
d. Demonstrating knowledge of resources						
e. Designing coherent instruction						
f Assessing student learning						
2. Classroom/Learning Environment						
a. Creating an environment of respect and rapport						
	U	1	2	3	NA	Comments:
b. Establishing a culture for learning						
c. Managing classroom procedures						
d. Managing student behavior						
e Organizing physical space						

APPENDIX 5: TEACHER EVALUATION SUMMARY FORM (continued)

3. Instruction						
a. Communicating clearly and accurately						
b. Using questioning and discussion techniques						
c. Engaging students in learning						
d. Providing feedback to students						
e. Demonstrating flexibility and responsiveness						
4. Professional Responsibilities						
a. Reflecting on teaching						
	U	1	2	3	NA	Comments

Page two of appendix 5 is the FWCS Teacher Evaluation Summary. Appendix 5 is two pages long. See Carol Schwarz @ print shop.

APPENDIX 6: NOTES OF OBSERVATION FORM

FORT WAYNE COMMUNITY SCHOOLS
NOTES OF OBSERVATION -- CONFIDENTIAL
(To be used during classroom observation. Copy given to teacher within five days)

Teacher _____School_____Unit no. _____

Teaching assignment _____School year _____

Subject/activity observed _____

Date of observation _____Length of observation _____

Description of presentation:

o large group presentation o call presentation o one-on-one session

o small group presentation o Conference o testing situation o other _____

1. Planning and Preparation comments

2. Classroom/Learning Environment comments

3. Instruction comments

4. Professional Responsibilities comments

Observer's signature _____ Date _____
White - teacher Yellow - unit head

APPENDIX 7: MONITORED ASSISTANCE PLAN (MAP) FORM

FORT WAYNE COMMUNITY SCHOOLS
MONITORED ASSISTANCE PLAN (MAP) -- CONFIDENTIAL

Teacher _____School _____ Unit no._____

Teaching assignment _____School year _____

TARGETED DOMAINS - Circle components identified by unit head with teacher input. Refer to Level of Performance rubrics for sample descriptions.

Domain 1 - Planning and Preparation
Components:
a. Demonstrating knowledge of content
b. Demonstrating knowledge of students
c. Selecting instructional goals
d. Demonstrating knowledge of resources
e. Designing coherent instruction
f. Assessing student learning

Domain 3 - Instruction
Components:
a. Communicating clearly and accurately
b. Using questioning and discussion techniques
c. Engaging students in learning
d. Providing feedback to students
e. Demonstrating flexibility and responsiveness

Complete grid below attaching additional sheets as necessary

Objective	Unit head's assistance plan (as needed)	Available resources	Targeted assessment date

Teacher's signature _____ Date _____

Unit head's signature _____ Date _____

WHITE -- teacher

YELLOW -- unit head

FWCS MONITORED ASSISTANCE PLAN (MAP) continued

Teacher's assessment of MAP outcome
(attach additional sheets as necessary)

Teacher's signature_____ Date _____

Unit head's assessment of MAP outcome
(attach additional sheets as necessary)

Recommendation(s)

Unit head's signature _____ Date _____

WHITE -- teacher YELLOW -- unit head

APPENDIX 8: PROFESSIONAL GROWTH PLAN (PGP) FORM

FORT WAYNE COMMUNITY SCHOOLS
PROFESSIONAL GROWTH PLAN (PGP) - CONFIDENTIAL

Teacher _____School _____ Unit no._____

Teaching assignment _____School year_____

TARGETED DOMAINS - Teacher selects a minimum of two components with unit head's input. Refer to Level of Performance rubrics for sample descriptions

Domain 1 – Planning and Preparation Components:	Domain 3 – Instruction Components:
a. Demonstrating knowledge of content	a. Communicating clearly and accurately
b. Demonstrating knowledge of students	b. Using questioning and discussion techniques
c. Selecting instructional goals	c. Engaging student in learning
d. Demonstrating knowledge of resources	d. Providing feedback to students
e. Designing coherent instruction	e. Demonstrating flexibility and responsiveness
f. Assessing student learning	
Domain 2 – Classroom/Learning Environment Components	Domain 4 – Professional Responsibilities Components
a. Creating environment of respect and rapport	a. Reflecting on teaching
b. Establishing a culture for learning	b. Maintaining accurate records
c. Managing classroom procedures	c. Communicating with families
d. Managing student behavior	d. Growing and developing professionally
e. Organizing physical space	

Complete grid below attaching additional sheets as necessary

Objective	Unit head's assistance plan (as needed)	Available resources	Targeted assessment date

Teacher's signature _____ Date _____

Unit head's signature _____ Date _____

WHITE -- teacher YELLOW -- unit head

FWCS PROFESSIONAL GROWTH PLAN (PGP) continued

Teacher's assessment of PGP outcome
(attach additional sheets as necessary)

Teacher's signature_____ Date
_____

Unit head's assessment of PGP outcome
(attach additional sheets as necessary)

Recommendation(s)

Unit head's signature _____ Date _____

WHITE -- teacher YELLOW -- unit head

APPENDIX 9: TEACHER PAY DAY CALENDAR

Fort Wayne Community Schools
Teacher Calendar of 2004-2005 Pay Days

Number of Pay Day	Pay Day Date
1/2 Pay Day	Friday, September 03, 2004
1/2 Pay Day	Friday, September 10, 2004
1st	Friday, September 24, 2004
2nd	Friday, October 08, 2004
3rd	Friday, October 22, 2004
4th	Friday, November 05, 2004
5th	Friday, November 19, 2004
6th	Friday, December 03, 2004
7th	Friday, December 17, 2004
8th	Wednesday, December 29, 2004
9th	Friday, January 14, 2005
10th	Friday, January 28, 2005
11th	Friday, February 11, 2005
12th	Friday, February 25, 2005
13th	Friday, March 11, 2005
14th	Thursday, March 24, 2005
15th	Friday, April 08, 2005
16th	Friday, April 22, 2005
17th	Friday, May 06, 2005
18th	Friday, May 20, 2005
19th	Friday, June 03, 2005
20th	Friday, June 17, 2005
21st	Friday, July 01, 2005
22nd	Friday, July 15, 2005
23rd	Friday, July 29, 2005
24th	Friday, August 12, 2005
25th	Friday, August 26, 2005

Appendix 9: Teacher Pay Day Calendar (continued)

Fort Wayne Community Schools
Teacher Calendar of 2005-2006 Pay Days

Number of Pay Day	Pay Day Date
1/2 Pay Day	Friday, September 02, 2005
1/2 Pay Day	Friday, September 09, 2005
1st	Friday, September 23, 2005
2nd	Friday, October 07, 2005
3rd	Friday, October 21, 2005
4th	Friday, November 04, 2005
5th	Friday, November 18, 2005
6th	Friday, December 02, 2005
7th	Friday, December 16, 2005
8th	Wednesday, December 28, 2005
9th	Friday, January 13, 2006
10th	Friday, January 27, 2006
11th	Friday, February 10, 2006
12th	Friday, February 24, 2006
13th	Friday, March 10, 2006
14th	Friday, March 24, 2006
15th	Friday, April 07, 2006
16th	Friday, April 21, 2006
17th	Friday, May 05, 2006
18th	Friday, May 19, 2006
19th	Friday, June 02, 2006
20th	Friday, June 16, 2006
21st	Friday, June 30, 2006
22nd	Friday, July 14, 2006
23rd	Friday, July 28, 2006
24th	Friday, August 11, 2006
25th	Friday, August 25, 2006

Appendix 9: Teacher Pay Day Calendar (continued)

Fort Wayne Community Schools
Teacher Calendar of 2006-2007 Pay Days

Number of Pay Day	Pay Day Date
1/2 Pay Day	Friday, September 01, 2006
1/2 Pay Day	Friday, September 08, 2006
1st	Friday, September 22, 2006
2nd	Friday, October 06, 2006
3rd	Friday, October 20, 2006
4th	Friday, November 03, 2006
5th	Friday, November 17, 2006
6th	Friday, December 01, 2006
7th	Friday, December 15, 2006
8th	Friday, December 29, 2006
9th	Friday, January 12, 2007
10th	Friday, January 26, 2007
11th	Friday, February 09, 2007
12th	Friday, February 23, 2007
13th	Friday, March 09, 2007
14th	Friday, March 23, 2007
15th	Thursday, April 05, 2007
16th	Friday, April 20, 2007
17th	Friday, May 04, 2007
18th	Friday, May 18, 2007
19th	Friday, June 01, 2007
20th	Friday, June 15, 2007
21st	Friday, June 29, 2007
22nd	Friday, July 13, 2007
23rd	Friday, July 27, 2007
24th	Friday, August 10, 2007
25th	Friday, August 24, 2007

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