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#830722

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE EVANSVILLE-VANDERBURGH SCHOOL CORPORATION

AND

THE EVANSVILLE TEACHERS ASSOCIATION

2001 - 2002

2002 - 2003

1,300
teachers

X- 6/30/03

7/8/02

92 pages

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AGREEMENT

1. THIS AGREEMENT is made and entered into at Evansville, Indiana, on April 22, 2002, by and between the Board of School Trustees of the Evansville-Vanderburgh School Corporation (herein called "Board"), and the Evansville Teachers Association, an Affiliate of the Indiana State Teachers Association and the National Education Association, (herein called the "Association").

RECOGNITION

2. For the term of this Agreement the Board recognizes the Association as the exclusive representative for purposes of bargaining agent with respect to salary, wages, hours, and salary and wage-related fringe benefits and for the purpose of discussion of the subjects of discussion set out in Public Law 217, Section 5, for its teachers defined in Paragraph 3.

3. The term "teacher" as used in this Agreement shall include all full-time and part-time certified teachers and/or psychologists of the Evansville-Vanderburgh School Corporation, Vanderburgh County, Indiana, including, but not limited to, all full-time classroom teachers, teachers on temporary contract, kindergarten teachers, special education teachers, media specialists, counselors, psychologists, coordinators, remedial reading teachers, reading clinicians, mathematics clinicians, and nurse-teachers; BUT EXCLUDING the superintendent, assistant superintendents, executive directors, assistants to the superintendent, directors and assistant directors, supervisors and assistant supervisors (as of the date of this Agreement

these two designations are specific job classifications in the Evansville-Vanderburgh School Corporation), managers and assistant managers, architects, principals, specialists, assistant principals, department heads, head coaches with assistants and directors of student activities and athletics.

4. For the term of this Agreement, the Board agrees not to bargain with any other organization for its employees defined in paragraph 3 of this Agreement other than the Association unless and until any such other organization is found to be the exclusive representative with all of the rights, liabilities and duties which attach to an exclusive representative as defined in Public Law 217.

ASSOCIATION DEDUCTIONS

5. The Board agrees to deduct from the wages of its teachers the general and uniform professional dues for the Evansville Teachers Association, the Indiana State Teachers Association, and the National Education Association, and Association-approved voluntary assessments for each teacher in the bargaining unit defined in paragraph 3 whose written and signed authorization and assignment has been submitted to the Board on a form agreed to by the Board and Association. The authorization and assignment will remain in effect until revoked by the teacher in writing sent to the Association and the E-VSC simultaneously. The authorization and assignment will be revocable at the will of the teacher; and its form with respect to general and uniform professional dues, as agreed to by the Board and the Association, is made a part of this Agreement and attached as Exhibit "A." Professional dues and/or Association

assessments will be deducted in equal amounts from each payroll check beginning with the first payroll check issued in October, or in equal amounts from the payroll check remaining after notification by the Association that dues are to be deducted. The professional dues deducted by the Board under this paragraph will be remitted to the financial secretary of the Association within thirty (30) working days after the deduction.

6. As necessary, the Association will certify in writing to the Board the current rate of professional dues to be deducted under the provisions of the above paragraph by September 1, of any year.

7. The Board agrees to the terms and conditions of this paragraph and of the written and signed authorizations and assignments submitted to it to the extent that this paragraph and such documents are, and each of them is, applicable under existing law.

8. The Association agrees that it will defend, indemnify and save harmless the Board against any and all claims made upon or any suits instituted against the Board arising out of any action of the Board taken pursuant to the provisions on Association Deductions as set forth in this Agreement.

ASSOCIATION RIGHTS

9. **ASSOCIATION REPRESENTATION:** For the term of this Agreement the Association shall inform the Board (in writing) of the number and names of building representatives for each representative unit (For example, but not by way of limitation, representative units would be: Hebron, North, traveling teachers or speech therapists.)

10. Building principals will deal with the Association building representatives and/or the Association's president or his designee in matters of Association business at the building level.

11. **TRANSACTION OF ASSOCIATION BUSINESS:** The president of the Association or the president's designee may enter the premises of school buildings in the Evansville-Vanderburgh School Corporation to consult with teachers and/or consult with an Association building representative. Any consultation undertaken in connection with the provisions of this paragraph will not take place when the teacher or Association building representative is on assigned duty. The president of the Association or the president's designee shall contact the building principal or his/her designee immediately upon entering any school building.

12. **MEETINGS:** The Board and the Association agree that the first and third Tuesdays of each month of the school year will be set aside for the use of the Association to conduct meetings with the building representatives or to conduct Association committee meetings. With prior notification to a building principal, the Association may hold a meeting of the faculty members of any given school building immediately following the completion of the involved teacher's workday, provided such meetings do not interfere with the normal operation of the school as determined by the building principal.

13. **BULLETIN BOARDS:** The Board and the Association agree that the Association will have the use of a bulletin board in each school building for the posting of Association notices.

14. If, in the opinion of any building principal, material posted on the Association's bulletin board is not ethical or

professional in character, the building principal, after discussing the posting or non-posting of the material with the building representative(s) and/or the president of the Association or his/her designee, can remove the material.

15. **INTERSCHOOL MAIL:** The Board and the Association agree that the Association, exclusive of any other teacher organization, can continue its use of the Evansville-Vanderburgh School Corporation's interschool mail system on the same basis it has used the system in the past.

16. **SCHOOL FACILITIES:** The Board and the Association agree that the Association, upon proper request, may use the school building physical facilities on the same basis as any other organization with payment for use of the facilities being based on an amount equal to the custodial wages for preparing and cleaning up the area.

DUE PROCESS/JUST CAUSE

17. A teacher may be disciplined up to and including dismissal from the teacher's contract or assignment (teaching and/or extracurricular) for statutory reasons or other just cause. Prior to administering discipline which may result in a written reprimand placed in the Central Office personnel file or loss of pay or suspension or reassignment or dismissal, an administrator will review the situation with respect to the following standards.

1. Advanced warning of the possible disciplinary consequences of an action should be given to the teacher, whenever possible.
2. The administrator must conduct the investigation

fairly and objectively.

3. The investigation must produce evidence or proof that the teacher was guilty as charged.
4. The rules, orders and penalties of the school must be applied without discrimination.
5. Discipline administered in the particular case must be reasonably related to the seriousness of the proven offense or a series of proven offenses. The employee's record of school service will be considered prior to discipline being administered.

18. If discipline as defined above is administered and the teacher so requests, the Board or its designee shall investigate any alleged wrongdoing, giving the teacher an opportunity to answer criticism. Except as provided in Indiana Statutes relative to termination of teacher contracts, the following will be considered.

1. The teacher will be given an opportunity to correct the wrongdoing or problem.
2. The teacher will be warned that if the action(s) in question continue, disciplinary action may be taken up to and including dismissal of the teacher.

19. A representative of the Association shall, at the teacher's request, be present at any conference relative to these due process provisions of this Agreement.

FACULTY CABINET

20. Every school in the Evansville-Vanderburgh School Corporation shall have a Faculty Cabinet that is open to faculty and administrative concerns. The cabinet may discuss and act

upon all areas of the school operation with the exception of contractual items and issues pertaining to specific, individual personnel matters.

21. The following statements outline the manner in which Faculty Cabinets shall be formed and the procedure that is to be followed in conducting cabinet meetings.

1. The Faculty Cabinet shall be created in each school from the certified faculty in that school.
2. In schools having five or fewer teachers, the cabinet shall consist of the certified faculty; schools with six to fifty certified faculty members shall have a cabinet of five members; if more than fifty certified faculty members are in a school, the cabinet shall consist of seven members.
3. Every teacher's name shall be placed on a ballot with the opportunity to withdraw prior to the date of the election. All certified faculty members within the school building are eligible to vote and hold membership on the cabinet.
4. The elementary cabinet shall consist of at least one member from each of the following areas:

Kindergarten through Second Grade

Third Grade through Fifth Grade

The ballot will be constructed to achieve this representation. Three members to be elected at-large will complete the cabinet. If there are six or more special education teachers in a building, one of the at-large members shall be from that group. If the building representative or alternate is not elected to the Faculty Cabinet, he/she will

be appointed as a non-voting member. Specialized personnel, i.e., counselors, nurse-teachers, media specialists, shall be considered in the at-large area.

5. The middle school cabinet shall consist of at least one member from each of the following areas:
 1. Communications Area - which consists of language arts, reading, and social studies;
 2. Unified Science Area - which consists of mathematics, science, health, and physical education; and
 3. Unified Arts Area - which consists of art, music, industrial arts, and home economics (specialized personnel, i.e., counselors, nurse-teachers, media specialists, and special education will be considered part of the unified arts area.) The ballot will be constructed to achieve this representation. Members to be elected at-large will complete the cabinet. If there are six or more special education teachers in a building, one of the at-large members shall be from that group. If the building representative or alternate is not elected to the Faculty Cabinet, he/she will be appointed as a non-voting member.
6. The high school cabinet shall consist of seven members (provided there are more than fifty certified faculty members). There shall be no more than two members from any one high school department as members of the cabinet, unless too few candidates are available to represent the school. If the building representative or alternate is not elected to the Faculty Cabinet, he/she will be appointed as a non-voting member.

7. Members of the cabinet shall be elected on the following basis: For both elementary and middle school cabinets, at-large members will be elected in odd years (i.e., 2001-2002); area members will be elected in even years (i.e., 2002-2003).

High School: Positions one through four (as established by the 1990-91 election) will be open for two-year terms in even years (i.e., 2002-2003). Positions five through seven (as established by the 1990-91 election) will be open for two-year terms in odd years (i.e., 2001-2002). Voting shall be by secret ballot. Those persons receiving the most votes and fulfilling previous conditions listed will constitute the cabinet. In the case of a tie, the names of those tied shall be placed on a ballot and voting shall take place to determine members. All members shall be elected for two years on a staggered basis. A committee consisting of the principal and the carry-over members of the cabinet shall tally all votes. If a cabinet member's teaching assignment within the building changes during their elected term, they shall retain their seat on the cabinet and for the purpose of elections and representation be considered as representing the area from which they were elected for the remainder of that term.

8. Vacancies: If a permanent vacancy (resignation, leave of absence for more than one year) on the Faculty Cabinet occurs, a special election shall be held to fill that unexpired term within two (2) weeks of the occurrence of that vacancy. The ballot shall be

constructed so as to be in compliance with items 1-7, paragraph 21 (Faculty Cabinet) of this Agreement. In the event of a temporary vacancy (extended illness, periods of leave less than one year), the Faculty Cabinet may appoint a replacement for the duration of the temporary vacancy. The cabinet will appoint a replacement from the same category as the teacher who is being replaced, if possible.

9. The cabinet shall be elected within 15 school days after the start of school and will organize within 30 school days after the start of school of each school year. At the organizational meeting, a chairperson, vice-chairperson and secretary shall be elected.
10. The chairperson of the cabinet shall solicit items for discussion from the faculty by use of the approved form. It is requested that all items submitted be signed, but a signature is not mandatory. Items for discussion must be submitted three days prior to the cabinet meeting. The chairperson and the principal shall prepare an agenda from the items submitted and publish it in advance (at least one school day) of each cabinet meeting. All agenda items, with the excepted contractual items and specific personnel matters, shall be considered unless the cabinet, by majority vote, decides not to consider an agenda item(s). If agenda items have been omitted or overlooked by the chairperson and/or the principal, such items may be scheduled for the meeting or the next meeting of the cabinet by a majority vote of the cabinet membership. The chairperson shall preside over all meetings of the

Faculty Cabinet. The cabinet secretary shall take minutes of each meeting which reflect the disposition of each item discussed. The secretary shall review his/her minutes with the Faculty Cabinet prior to the end of the meeting. The secretary, with the cabinet chairperson, shall review the minutes for accuracy, then distribute a copy to each faculty member and see that a copy is placed in a "Faculty Cabinet" file in the school office. The file should contain the minutes of Faculty Cabinet meetings from the previous school year. The minutes may be amended or changed only through appropriate motion at the following Faculty Cabinet meeting.

11. There shall be monthly meetings of the cabinet from October through May. Meetings shall begin immediately after school and shall not last more than one and one-half hours. (The cabinet may meet at other times agreed upon if all cabinet members are available to attend at those times.) Meetings shall be held in a location determined by the Faculty Cabinet.
12. The chairperson and/or principal may invite outside consultants to the meetings.
13. The chairperson and/or the principal may call additional meetings.
14. The principal has the right to veto any action taken by the cabinet. The cabinet may appeal the veto by submitting the issue(s) to the Association for discussion with the superintendent. The superintendent's decision shall be the final appeal.
15. Copies of each Faculty Cabinet meeting minutes shall be submitted to the Association and the superintendent.

GRIEVANCE PROCEDURE

22. A grievance means, and shall be limited to, an alleged violation or misapplication of a specific provision of this Agreement, Discussion Agreements, or Board policy as related to the teacher assignment, and such grievance shall be settled and determined through the following procedure:

23. **AN INFORMAL GRIEVANCE:** Within seven (7) teacher attendance days of the time the grievant knew or should have known of the act or condition upon which it was based, the grievant must present the grievance to the grievant's principal or the principal's designee by meeting individually and privately, in an informal manner during nonteaching hours. If requested by the grievant, an Association building representative may be present at this informal meeting, in which case the principal may have a person of his/her choice present. Failure to so meet and discuss the alleged grievance shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) teacher attendance days after presentation of the grievance, the principal or the principal's designee shall give an answer orally to the grievant.

24. **FORMAL GRIEVANCE - LEVEL 1:** Within five (5) teacher attendance days of the oral answer, if the grievance is not resolved, it must be filed by the grievant or the Association with the principal in writing, signed by the grievant (except in the case of a grievance alleging a violation or misapplication of paragraph(s) 9-19 of this Agreement which need be signed only by an Association officer), on the appropriate grievance form.

This written grievance shall: Name the teacher(s) involved; state the facts giving rise to the grievance; state the date such facts arose; identify by reference the specific paragraph(s) of this Agreement alleged to be violated, or the discussion agreement or Board policy as related to the teacher's assignment alleged to be violated; and, state the specific relief requested. Within seven (7) teacher attendance days after receiving the written grievance, the principal shall give an answer in writing, using the agreed to grievance form.

25. **FORMAL GRIEVANCE - LEVEL 2:** In the event that the grievance is not resolved at Level One (1), or if no written decision has been rendered within the time provided, the grievance may be moved to Level Two (2), provided it is filed with the superintendent within either ten (10) teacher attendance days of receipt of the written answer at Level One (1) or the date on which the answer should have been received. The grievance shall include a copy of all materials and/or evidence previously submitted, and a copy, at the same time, shall be given to the grievant's principal. The grievant shall submit the written grievance, signed by the grievant, except as noted in paragraph 24 concerning grievances alleging violation/misapplication of paragraphs 9-19 to the superintendent. The grievant may request a meeting with the superintendent prior to the issuing of a written decision. The written decision of the superintendent will be rendered within fifteen (15) teacher attendance days of receipt of such written grievance. The superintendent may investigate the grievance, and time up to an additional ten (10) teacher attendance days shall be automatically allowed if the superintendent determines further investigation is necessary. If, following discussion with the

superintendent of schools or his/her designee, the Association is of the opinion that a grievable situation exists which affects a group or class of teachers or involves teachers in more than one building, the Association may submit such grievance in writing to the superintendent of schools or his/her designee directly and the processing of such grievance shall be commenced at step two (2) of the formal grievance procedure.

26. In any grievance involving back pay, such grievance shall be filed in writing within seven (7) teacher attendance days from the time the alleged violation was to have occurred. If the grievance involves payment of wages, then it must be filed within seven (7) teacher attendance days of any teacher's receipt of the pay check containing the basis for such grievance. All claims for back pay shall be limited to the amount of wages that the teacher would have otherwise earned, less any unemployment or compensation from any other source that such teacher may have received during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any other case.

27. Failure at any level of the Grievance Procedure to render the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step, unless said time limit to be extended by mutual consent of the parties. However, a grievance must be moved by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved on the basis of the answer at the previous step. In the event a grievance is filed after May 15 of any year, the Board shall cooperate in processing such grievance prior to the beginning of the next school year.

ADVISORY ARBITRATION

28. Any grievance (except a grievance alleging a violation of the evaluation procedure, it being agreed that the superintendent's decision on such grievance at Formal Level Two (2) of the grievance procedure is final and binding) which is not settled in Level Two (2) of the grievance procedure may be submitted to an impartial arbitrator by either party. Notice of intent to appeal any grievance to an impartial arbitrator shall be filed in writing with the other party within fifteen (15) attendance days after the final decision has been given by the superintendent in Level Two (2) unless this time is extended in writing by agreement of the Board or its designees and the Association; otherwise, such grievance shall be considered under the Grievance and Advisory Arbitration provisions of this Agreement in respect to any occurrence, incident, or condition that arose prior to the effective date of this Agreement.

29. If the Board and the Association cannot agree on an arbitrator, the arbitrator shall be selected from a panel provided by the American Arbitration Association. For the first five (5) grievances that reach this step of the Grievance Procedure in any given school year, the Association may request a panel of seven (7) arbitrators from the AAA. Beyond the five (5) grievances noted above, the panel of seven (7) arbitrators from the AAA must be mutually requested. From this panel, first the Association and then the Board shall alternately strike one (1) name until one (1) name remains, and that individual shall be designated as the selected arbitrator. If the selected arbitrator is unable to serve, then a new list shall be

requested and the process of selection repeated. The Board and the Association will share equally the arbitrator's fee and costs of a hearing room. The costs of any shorthand report and all transcripts thereof shall be paid for by the party ordering same, except that the other party may receive a copy of such transcript at its own expense. Not more than one (1) grievance shall be submitted to an arbitrator for a determination at one time unless agreed otherwise by the Board or its designees and the Association. If a single issue is involved in more than one (1) grievance at the time an arbitrator is selected, all such grievances may be submitted for determination by that arbitrator. The arbitrator shall render a decision within thirty (30) calendar days after closing the proceedings. The decision of the arbitrator shall be signed, and two (2) copies of such decision shall be delivered or mailed to each of the parties.

30. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below and except as provided in this Agreement in the Transfer section at paragraph 130, after due investigation, to make an advisory recommendation only in cases of alleged violation of a specific provision of this Agreement. The arbitrator shall have no power and shall not make any recommendation to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, other Board policy, administrative rule, regulation, or practice. The arbitrator shall have no power and shall not recommend the establishment of a salary structure other than the one included in this Agreement or that any salary be changed. The arbitrator shall have no power to rule on or to give a recommendation on: The termination of services of or failure to

re-employ any nonpermanent teacher; the termination of services or failure to re-employ any teacher to a position on the extra duty, counselor, evening school, or summer school pay schedules, any claim or complaint for which there is another remedial procedure or form established by law or by regulation having force of law, including, but not limited to, any matter subject to the procedure specified in Ind. Code § 20-6-12-1 through 20-6-12-6 (except as provided in this Agreement in the Transfer section at paragraph 130); and, any matter involving teacher evaluation, promotion, or assignment, except as defined in the Transfer section(s) as noted above.

31. The arbitrator's powers with respect to an advisory recommendation shall be limited only to deciding whether or not the Board has violated or misapplied a specific provision of this Agreement.

ORIENTATION PROGRAM

32. If an Orientation Program is held for new teachers, the Board will allow the Association no less than five (5) or more than thirty (30) minutes on said program.

OFF DUTY TIME

33. The Board or its designees will provide, except in case of emergency, all full-time teachers in the bargaining unit at least forty (40) consecutive minutes of time in elementary, middle, and high schools between the hours of 10:00 a.m. and 2:00 p.m. during which teachers shall have no assignment or duty of any kind.

SCHOOL DAY

34. The Board will establish work schedules for its teachers for instructional and designated non-instructional days of each school building on the following basis:

1. Elementary and middle school teachers will report for and leave work at times set by the superintendent; provided, however, that in the elementary and middle school the school day will not exceed seven (7) hours and fifteen (15) minutes.
 - a. The elementary school teacher's day shall have a minimum of seventy (70) minutes of non-instructional time before and/or after the student day or a combination thereof.
 - b. The middle school teacher day shall include not less than thirty (30) minutes of non-instructional time occurring before and/or after the student day or a combination thereof.
2. Secondary teachers will report for and leave work at times set by the superintendent; provided, however, that the length of the school day in the secondary school will not exceed seven (7) hours and fifty (50) minutes. High school teachers will have a minimum of thirty (30) minutes non-instructional time before and/or after school or a combination thereof.

35. The Board will make day/night school combination assignments of teachers in the following manner:

1. Such assignments shall be posted in each school

building prior to their effective date. Teachers may volunteer for such assignments by signing such posting. The Board will attempt to assign volunteers to day/night school combinations; provided, however, as solely determined by the Board, such volunteers must have proper certification and such assignment to a day/night combination will be in the best interest of the Evansville-Vanderburgh School Corporation.

2. If there are no volunteers or the volunteers are not, in the sole discretion of the Board, qualified to perform the day/night school combination work, then the Board may fill the needed positions in such work by assigning the necessary teachers as it may require and determine. Such nonvoluntary assignments will be in the sole discretion of the Board; provided, however, that in making such nonvoluntary assignments the Board may take into consideration the teacher's qualifications, personal responsibilities and any other extenuating circumstances which are brought to its attention.

36. Teachers required to be on immediate pre- or post-school assigned duty either earlier or later than the regular building schedule shall upon the recommendation of the principal and approval of the superintendent be allowed to deviate from the time schedule set out above provided that the length of time worked remains the same as that of teachers on the regular building schedule.

SUMMER SCHOOL

37. All known openings for summer school shall be adequately publicized by the superintendent and shall be posted in each building no later than May 1. Applications must be submitted within one (1) week of the posting of said notice. Employees who have applied for each summer school shall be notified, in writing, of the action taken regarding their application no later than the Friday before Memorial Day.

38. Factors in the selection of summer school teachers will include: Proper certification, seniority with the E-VSC, minority balance, and applicable experience. The preceding statement will be placed on the SS11 application form. An attempt will be made to fill non-enrichment summer school positions with regular classroom teachers prior to the assignment of an administrator to such positions. A teacher who has developed a proposal for an enrichment or high school summer remediation for ISTEP class may be appointed to teach that class without regard to any other stipulation. The process for selection of teachers who teach summer remediation in high school is as follows:

1. Teachers who want to teach summer remediation courses in high school must attend an inservice program.
2. Following the inservice program, interested teachers must submit a course proposal. A joint committee consisting of three (3) Association and three (3) Corporation representatives will select the proposal to be taught. The committee will notify, in writing, those teachers whose proposals

have been selected.

3. In the event that two proposals are of equal merit, as judged by the joint committee, selection will be based on the factors as stated in paragraph 38 of the contract.
4. If a teacher has been on a program of improvement within the two (2) school years preceding summer school, he or she will be ineligible to teach the summer school remediation class for high school.

Positions in summer school shall be offered first to employees regularly employed in the school corporation during the normal school year.

39. A teacher of summer school shall be issued a supplemental service teacher's contract and employees shall be paid for each hour of instruction at an hourly rate based on his/her regular teacher's contract. The hourly rate for teachers shall be computed using the regular teacher's contract salary divided by 1,098.

40. Principals will be responsible for hiring substitutes during summer school.

BEFORE AND/OR AFTER SCHOOL REMEDIATION/PREVENTION

41. A teacher of the elementary remediation/prevention program shall be paid an amount equal to the stipend for the Middle School Academic Academy - one quarter. A teacher of the middle school and high school remediation/prevention program shall be paid for each hour of instruction at an hourly rate based on his/her regular teacher's contract. The hourly rate for teachers shall be computed using the regular teacher's

contract salary divided by 1,098. Factors in the selection of teachers who would teach remediation/prevention classes will include: Proper certification, seniority with the E-VSC, minority balance, and applicable experience. Before and/or after school remediation/prevention classes shall be staffed by teachers within the building. In the event there are not enough teachers within the building who volunteer, the principal may select teachers from other buildings.

EXTRACURRICULAR ACTIVITY ASSIGNMENTS

42. Teachers may be assigned to occasional extracurricular activities such as, but not limited to, student council, music night, pep clubs and elementary and middle school athletic events for which they are not paid. For the current faculty of a school building, the principal and/or other administrators will post a list of occasional unpaid extracurricular activities for the ensuing school year at the end of each current school year. Teachers will indicate the activities they prefer to work by signing their name to such lists. A teacher may be assigned up to five (5) occasional unpaid extracurricular activities, unless a teacher volunteers for additional assignments. The principal will attempt to insure an equitable distribution of such assignment(s). Teachers assigned to a school building after completion of a school year may be given an opportunity to volunteer for an extracurricular activity by the building principal. When the number of teachers who have indicated preferences for an activity does not equal the number of teachers required for that activity, the principal and/or other administrators will make such assignments. If more than one (1)

teacher signs up for an activity, the building principal or other administrator will make the selection between any two (2) or more such teachers. Teachers and the Board or its designees recognize that these assignments should be reasonable. This paragraph will also apply to extracurricular activities which arise during the school year but which were not known at the time the original list was posted, and the building principal and/or other administrators shall post such activities as soon as possible after they become known.

ASSIGNED PLANNING PERIOD

43. All secondary, middle school, and elementary teachers who teach one-half or more of the instructional day shall have a minimum of forty (40) consecutive minutes planning time, or planning time of the same length as an instructional period in the departmental program, whichever is greater, except those teachers in double and triple period vocational programs, teachers teaching special subjects who in the best interest of sound educational practice agree to teach an additional class in lieu of a planning period, teachers who spend one-half or less of their time in classroom assignments with the remaining portion of their time as counselors or administrators, teachers who teach driver education who spend their teaching day throughout the semester as behind-the-wheel instructors, nurse-teachers, and media specialists. Planning time shall be within the student day except in cases where programs require a shortened student day. The building administrator shall schedule elementary media specialists the equivalent of five (5) work periods without students per week. High school and middle

school media specialists will not be staffed for a regular teaching assignment.

44. Teachers will devote their assigned planning periods to instructional duties unless they first receive permission of their building administrator or immediate supervisor, whichever applies.

45. The building principal or principal designee may use a teacher's planning period to cover an emergency situation which lasts less than one (1) day. However, administrators may not require use of a teacher, as defined in paragraph 3, to cover the class(es) of a teacher who has registered their absence with the substitute management system, unless a substitute cannot be secured.

COMMITTEE ASSIGNMENTS

46. The Board and the Association recognize that sound educational practice requires effort, usually in the form of committees such as, but not limited to, curriculum committees at the administrative level and certain other committees at a building level to further education. Therefore, the Board and the Association agree that every effort will be made to limit a teacher's appointment to not more than three (3) building committees. However, a teacher may volunteer for more than three (3) committees. The teacher members of school corporation committees created for the purpose of developing recommendations on school corporation policies, administrative regulations, or procedures shall be appointed by the Association.

CALLED MEETINGS

47. Teachers will be present at all meetings called by the superintendent, principals, supervisors, consultants or persons designated by them unless the teacher makes arrangements to be absent with the individual calling the meeting. Teachers shall have at least twenty-four (24) hours notice of called meetings, except in the case of an emergency as determined by the superintendent or his/her designee or by an administrator of a particular building. When an administrator of a building provides less than twenty-four (24) hours notice of a called meeting, a written explanation of the emergency which necessitates the calling of the meeting will be distributed to the faculty within one (1) school day of the meeting. In any event, no faculty member will be penalized for either nonattendance at or early departure from a meeting which has been called with less than twenty-four (24) hours notice.

48. Called meetings may be made during or after the school day as defined in paragraph 34. Supervisors may require attendance of teachers under their supervision up to a maximum of four (4) meetings per year. An effort will be made not to extend any meetings called before or after the school day beyond one (1) hour in length as well as not having excessive called meetings during the school year. Any meeting called before or after the school day shall not exceed sixty (60) minutes. However, teachers may be required to attend one (1) evening meeting per year which may exceed sixty (60) minutes. Called meetings held before the school day must be approved by the building principal. Such meetings will be limited in number, but in any event, no faculty member will be penalized for non-

attendance, if arrangements have been made with the person who called the meeting for their absence.

PERSONNEL FILE

49. A teacher may, upon request and by appointment, review the contents of his/her Central Office personnel file. The review will be made in the presence of a duly authorized Central Office administrator during Central Office business hours.

50. All personal references and related material obtained during the pre-employment period or related to the employment of the teacher are specifically exempted from such review.

51. A representative of the Association may, at the teacher's request, be present during the review of the file.

52. The contents of a Central Office personnel file may not be removed from the Personnel Office. If a teacher's Central Office file is viewed by an administrator or other authorized person, the file must be kept intact. Any person viewing a file must indicate by affixing their signature that they have viewed the file. However, the teacher shall be permitted to reproduce any material in his/her Central Office personnel file at his/her cost.

53. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the teacher's Central Office personnel file without the teacher's knowledge. The teacher shall acknowledge that he/she has had an opportunity to read and/or see the material by affixing his/her signature on the copy filed. Unless otherwise stated, such signature merely signifies that the teacher has read and/or seen the material to be filed and does not indicate agreement with

the contents thereof. If a teacher refuses to sign the material to be filed, such shall be noted by the administrator on the material or by an attached memo and filed.

54. Materials reviewed by a teacher and judged by the teacher to be derogatory to his/her conduct, service, character, or personality may be answered in writing. Such written response shall become a part of the teacher's Central Office personnel file. Except for observations and evaluations, permanent teachers may petition the personnel manager to have materials removed from their personnel file after at least four (4) years have elapsed without recurrence of like incidents. The personnel manager, upon receipt of a petition from the teacher, will within fifteen (15) calendar days remove the item(s) identified in the petition, unless the incident has been referred to civil authorities and the teacher found guilty of the charge.

PERSONAL BUSINESS LEAVE

55. Each regularly employed teacher will be entitled to three (3) days absence per year of employment prorated without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs. The teacher shall use the Personal Leave Request form to request such leave. Such personal business leave days may be taken in fractional units.

56. If in any one (1) year of employment a teacher shall be absent on personal business leave for fewer than three (3) days, the remaining day(s) shall be accumulative to a total of eight (8) days. Accumulated personal business leave shall not be used by a teacher for participation in a job action or to

engage in other employment. Personal business leave days accumulated beyond eight (8) days will be transferred to the accumulated sick leave days provided for in this Agreement. The teacher shall use the Personal Leave Request Form to request consideration for the use of any of the accumulated days provided for in this paragraph.

MENTOR/INTERN

57. Each teacher agreeing to serve as a mentor under Ind. Code § 20-6.1-8-10 shall receive the stipend specified by law. The Board agrees to hold the mentor/intern relationship confidential. The principal, mentor, and intern shall determine the use of available released time.

EXTENDED PERSONAL LEAVE

58. Semi-permanent and permanent teachers, under regular contract who teach one-half or more of the instructional day, may be granted extended personal leave for a period of up to one (1) school year. Such leave will be requested on the Professional Leave Form (No. 3511-3) in the same manner as any other professional leave. Any extended personal leave will be without pay, health insurance, life insurance, Public Employee Retirement Fund contribution or fringe benefit of any kind. However, a teacher who has been granted extended personal leave may continue to participate in the group health insurance and life insurance made available by the Board, as well as other forms of insurance in which the teacher is participating at the time the leave is granted, if the teacher pays the full premium

during the extended personal leave period according to the schedule provided by the Business Office. If a teacher takes extended personal leave, the affected teacher will not be eligible to apply for additional extended personal leave under the provisions of this paragraph for a period of seven years.

59. To be eligible for consideration of leave under the provisions of this paragraph, a teacher must submit a request for leave prior to April 1 preceding the school year in which the leave is to be effective; provided, however, if circumstances develop which result in an unforeseen situation, the superintendent, at his discretion, may waive the April 1 notification date.

60. Upon return of a teacher from the leave provided for in this section to employment with the Board, the Board will, whenever possible, assign said teacher to the same school, teaching position or other assignment(s) occupied or performed by said teacher prior to taking this leave of absence.

PRESIDENT'S LEAVE

61. The Association and the Board agree that the Association president shall be released full-time from his/her duties to fulfill certain obligations as president of the Association. The Association shall reimburse the Board for the cost of the Association president's released time by paying a share, equal to half the released time, of the salary, other money expenses related to employment of the Association president as a teacher, and fringe benefits.

62. Upon return from the leave provided for in this section that does not exceed four (4) years, the Board will

allow the teacher the option to return to his/her original position. If the leave provided for in this section exceeds four (4) years, the Board, whenever possible, will return the teacher to his/her original position. If the teacher is not returned to his/her original position, the teacher will be given a statement of the reason(s). In the event such position no longer exists, the teacher will be assigned a comparable teaching position or assignment.

LEAVES OF ABSENCE, PROFESSIONAL

63. **PROFESSIONAL MEETINGS AND WORKSHOPS:** The Board may grant to teachers a leave of absence without loss of compensation to attend professional association conventions such as, but not limited to, the National Council of Mathematics Teachers, the International Reading Association, professional meetings relating to educational workshops, seminars, or conferences sponsored by industry, professional associations, colleges, universities, or governmental agencies concerned with public school matters.

64. **ADVANCED STUDY LEAVE:** A leave for advanced study may be granted when, in the considered judgment of the Board of School Trustees, the professional competence of the applicant and the general welfare of the students of the Evansville-Vanderburgh School Corporation will be benefitted. The Board may grant a leave of absence without pay for advanced study to permanent teachers hired by the Board. In order to qualify for a leave of absence under this paragraph, a teacher must submit the course of study to be followed with the leave request and carry a full academic load while pursuing such course of study.

If granted and the leave for advanced study is equal to one (1) school year, credit for such year of advanced study will be given for the purpose of placement on the salary schedule; however, upon return of the teacher, the Board, whenever possible, will assign said teacher to the same school, teaching position or other assignment(s) occupied or performed by said teacher prior to taking this leave of absence.

65. **EXCHANGE TEACHING PROGRAMS - PEACE CORPS:** The Board may grant to a permanent teacher a leave of absence without pay for one (1) year renewable each year for a total of two (2) succeeding years to participate on a full-time basis in exchange teaching programs in other states, territories or countries; to participate on a full-time basis in foreign or military programs; to participate on a full-time basis in the Peace Corps, Teachers Corps, Job Corps, or Head Start; and, to work full time with the Indiana State Department of Education. Upon returning from any such leave of absence, a teacher will be granted credit with respect to his/her place on the salary schedule; however, the Board, whenever possible, will assign such teacher upon return to the same school building, teaching position, or other assignment(s) such teacher occupied or performed prior to taking such leave of absence. If a teacher is not so returned, the teacher shall be given a written statement of the reason(s).

66. **PROFESSIONAL DEVELOPMENT LEAVE** - Any regular, full-time teacher selected by the E-VSC to provide professional development, peer coaching, training, etc. to employees (in place of his/her regular teaching assignment) will be allowed by the Board to return to his/her original position. This leave is limited to up to the length of the implementation timeline as

described in the original grant.

67. In order to maintain the right to return to his/her original teaching position, the teacher must return to the classroom for a time equal to the length of the leave.

68. A teacher who holds back-to-back (without returning to the classroom) professional development leaves, forfeits his/her right to return to his/her original position.

69. Reading Recovery teachers are exempt from these restrictions.

SABBATICAL LEAVE

70. The purposes of a sabbatical leave are to provide an opportunity for the career teacher to meet the ever-increasing need for excellence in teaching, to adapt to a constantly changing profession, and to increase his/her professionalism.

71. A sabbatical leave for study may be granted when, in the considered judgment of the Board of School Trustees, the professional competence of the applicant and the general welfare of the students of the Evansville-Vanderburgh School Corporation will be benefitted. Such study must be directed toward the completion of either an approved Specialist or Doctoral program from an officially recognized Specialist or Doctoral degree granting agency. The approved course of study to be followed, outlining the plan for completing either degree program, must be submitted with the request for leave.

72. **ELIGIBILITY:** Any full-time teacher with a Master's degree and a minimum of seven (7) continuous and active years in the Evansville-Vanderburgh School Corporation at the date of application may be eligible to apply for a sabbatical leave.

The continuous years of service must immediately precede the sabbatical. Substitute contracts are not recognized in computing years of continuous service.

73. **LIMITATIONS:** A sabbatical leave may be granted for not more than one (1) school year. The maximum number of leaves per year granted to teachers shall not exceed one percent (1%) of the total number of teachers.

APPLICATION PROCEDURE

74. 1. Application forms will be available from the principal's office.
2. All applications for sabbatical leave must be submitted to the superintendent on or before February 1.
3. At the discretion of the superintendent, shorter notice may be acceptable depending upon the nature of the opportunity or emergency arising.
4. The applicant will be notified of approval or rejection within sixty (60) days.

75. **APPROVAL OF LEAVE:** All approvals for sabbatical leaves must be made by the Board of School Trustees upon the recommendation of the superintendent.

COMPENSATION

76. 1. Each individual granted a sabbatical leave shall receive one-half of his/her basic salary for the school year in which the sabbatical leave is granted, contingent upon the teacher completing one (1) full year of service following the teachers return from sabbatical leave. The amount shall be paid to him/her during the first year following the leave. Upon returning to teaching, the recipient

will be granted a contract paying the teacher's regular salary, plus the amount due for the sabbatical. Sabbaticals do not constitute teaching experience.

2. All recipients accepting a sabbatical must enter into a written agreement with the Board in which they pledge to return to the Evansville-Vanderburgh School Corporation employment for a period of not less than one (1) year.
3. Should the recipient fail to complete the one (1) year of regular service in the Evansville-Vanderburgh School Corporation upon his/her return, the salary amount due the recipient will be prorated over the time served during the one (1) year following the leave.
4. Procedures to be followed in the event of the termination of employment of the sabbatical scholar would be the same as if he/she were on active assignment, provided such scholar has previously paid benefit premiums applicable at that time. Should permissive legislation be granted to pay sabbaticals during the learning period, this shall be reopened for negotiation.

CONDITIONS

77. 1. Membership in major medical and hospital group insurance may be continued by paying the total premium on a monthly basis. The school corporation is not responsible for any late payments made by the teacher. Social security payments cannot be withheld since the Evansville-Vanderburgh School

- Corporation is not making payments to the recipient.
2. If, during a sabbatical leave, the recipient carries twenty (20) semester hours or thirty (30) quarter hours, the Indiana State Teachers Retirement Office will grant one (1) year credit toward retirement. Evidence of the leave and a transcript of credits must be sent to the Teachers Retirement Fund Office to claim this credit. Only one (1) year's leave per seven (7) years of teaching will be allowed for credit.
 3. Acceptance of fellowships or sources of supplemental income is permissible so long as they do not impede fulfillment of the purpose for which the sabbatical is granted.
 4. The individual returning after a leave shall have the privilege of resuming his/her former or a comparable position.

ADOPTIVE LEAVE

78. The Board shall grant a leave of absence without pay for up to one (1) year to a full-time regular contract teacher for the purpose of adopting a child. For a teacher adopting a pre-school child, either the mother or the father will be allowed the use of up to twenty (20) sick leave days within the year of adoption for the nurturing of the new family member. No credit for this year will be given for the purpose of placement on the salary schedule unless the involved teacher teaches one hundred twenty (120) days in the year that the leave is given. The expiration of this leave will coincide with the beginning of

a grading period. Upon the return of a teacher from this leave, the Board, whenever possible, will assign said teacher to the same school, teaching position or other assignment(s) occupied or performed by said teacher prior to taking the leave. If a teacher is not so returned, the teacher shall be given a written statement of the reason(s).

DEATH IN IMMEDIATE FAMILY

79. In the case of death in the immediate family of a full-time teacher under regular or temporary contract, the teacher is entitled to be absent without loss of compensation for a period of not more than three (3) school days for the purpose of attending the last burial rites and attending to other personal matters of the deceased's immediate family members. The above days must be taken within seven (7) calendar days following the death. This period of leave may be extended for a period of two (2) school days if needed by the teacher for the purpose of attending the last burial rites or to attend to personal matters of the deceased, or the teacher may use the two (2) school days at any time during the twelve (12) month period beyond such death for the purpose of attending to the affairs of the deceased. The term "immediate family" shall mean only parent, stepparent, legal guardian, spouse, brother, sister, child, current stepchildren, current father-in-law, current mother-in-law, current son-in-law, current daughter-in-law, or any other person who at the time of such person's death was living as a regular member of the teacher's household.

80. In case of a death of a grandparent, grandchild or current legal ward of a teacher, a full-time teacher under

regular or temporary contract may be absent without loss of compensation for a period of not more than three (3) school days for the purposes outlined in paragraph 79 above. The above days must be taken within seven (7) calendar days following the death.

81. In the case of death of a grandparent of spouse, the teacher's uncle, aunt, first cousin, niece, nephew, current brother-in-law or current sister-in-law, not then living in the household of a teacher, a full-time teacher employed under regular or temporary contract may be absent one (1) school day without loss of compensation for the purpose of attending the last burial rites of such stated family member; provided, however, that the teacher attends such burial rites in person, that said burial rites occur while the teacher is performing duties assigned by the Board, that such burial rites do not occur during the time when the teacher is absent from assigned duties due to vacation, any leave of absence, sick leave, leave for personal business, or extended sick leave.

COURT LEAVE

82. Each full-time teacher employed under regular contract is entitled to a leave of absence without loss of compensation if summoned or subpoenaed to serve on local, state or federal court juries; to testify in court as a witness in a case in which the teacher is not personally involved; to testify in court in any lawsuit arising out of the performance of duties for or employment with the Board; or, to testify before a judicial or legislative body in regard to any matter arising out of the performance of duties for or employment with the Board

for the number of days mandated by such summons or subpoena.

83. The teacher has the option of endorsing his/her court duty reimbursement check over to the school corporation. The payroll officer will then add the amount back into the teacher's forthcoming pay check.

PUBLIC OFFICE LEAVE

84. The Board may grant a leave of absence without pay for one (1) year, renewable each year for a total of four (4) succeeding years, to a teacher upon application for the purpose of campaigning for, and serving in, a public office. No credit for any years served under this leave of absence will be given for the purpose of placement on the salary schedule except in the event such service was performed as a member of the Indiana General Assembly. Upon the return of the teacher from this leave, the Board, whenever possible, will assign the teacher to the same school, teaching position, or any other assignment(s) occupied or performed by such teacher prior to taking this leave of absence. If the teacher is not so returned, the teacher shall be given a written statement of the reason(s).

MILITARY LEAVE

85. Teachers entering the military or naval service of the United States pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be given all rights and privileges provided by such Act.

86. Teachers on training duties of the State of Indiana or on training as member of any reserve unit will be entitled to a

leave of absence with pay up to fifteen (15) days for training duties.

ASSOCIATION LEAVE

87. The Association will have a total of sixty (60) school days leave with pay for each year of this Agreement. Association leave unused in any given school year can be banked. The Association can designate which of its member(s) may take such leave. The Association president will notify the superintendent/Personnel Office when any of its designated members will be on Association Leave. The Association will pay the costs of substitute teachers who may be required to teach in place of its members designated to take the leave provided for in this paragraph.

LEGISLATIVE LOBBYING LEAVE

88. Nine (9) days in each even-numbered year and thirteen (13) days in each odd-numbered year shall be available for released time for teachers to work on legislative matters, including visits to the Indiana General Assembly and related activities. The Association president will identify the individuals to be released under this provision. No teacher will be released more than four (4) days in any school year under this section. The Association will continue to work cooperatively with the E-VSC to develop and promote a joint legislative program.

LEAVES OF ABSENCE, ILLNESS OR QUARANTINE

89. **ACCUMULATED SICK LEAVE DAYS AND PAY:** Each full-time teacher employed under regular or temporary contract is entitled to a leave of absence of twelve (12) days per year from work without loss of compensation if such teacher is unable to teach because of temporary disability due to illness, quarantine or pregnancy, medical or dental appointments; and can use these twelve (12) days for illness of the teacher's spouse, child, parents, or any regular member of the teacher's household. If in any one school year a teacher is absent less than the number of days set out immediately preceding, the remaining unused sick days of that school year will accumulate without limit. A teacher employed under contract for only a portion of the school year is entitled to a proportionate number of sick leave days on the following basis:

<u>Number of Duty Days Employed</u>	
If employed first duty day through the 25th day the teacher is normally required to be on duty	12
If employed from the 26th normal duty day through the 50th duty day	11
If employed from the 51st normal duty day through the 75th duty day	10
If employed from the 76th normal duty day through the 100th duty day	9
If employed from the 101st normal duty day through the 125th duty day	8
If employed from the 126th normal duty day through the 150th duty day	7
If employed from the 151st normal duty day through the last duty day required	6

90. All unused accumulated sick leave days for a teacher employed under contract for only a portion of the school year will also be accumulative. A teacher who is employed under contract for four (4) weeks or more during any summer will receive one (1) additional sick leave day with pay per year.

91. **ACCUMULATED SICK LEAVE BONUS:** At the close of any school year in which a teacher uses neither personal business leave nor sick days, the teacher shall have three (3) days prorated added to his/her accumulated sick leave days up to the maximum. These days shall be over and above any sick leave or personal business leave days that a teacher has earned during that school year.

92. **EXTENDED SICK LEAVE DAYS AND PAY:** If all other leave benefits of whatever nature have been used, a full-time teacher employed under regular contract may petition the Board for a leave of absence from work if such teacher is unable to teach because of extended illness or major injury. Extended sick leave days may be granted for an illness, or a series of different illnesses, but in the number determined solely by the Board not to exceed one hundred thirty-five (135) payroll days in any three (3) consecutive semesters. To be eligible for extended sick leave days, the teacher:

1. Must have been employed full-time under regular contract by the Board; and
2. Shall have used all leave benefits of whatever nature and been absent as a result of the same illness or quarantine for twenty (20) consecutive payroll days after the expiration of all other leave benefits; and,
3. Shall have made application to the superintendent for

extended sick leave days within twenty (20) calendar days following the expiration of all other leave benefits.

93. The length of extended sick leave will be determined by the Board at its discretion but will not exceed a total of one hundred thirty five (135) payroll days with pay computed on the basis of seventy five percent (75%) of the affected teacher's daily contract salary, which sum will be paid for each day of extended sick leave benefit. If the Board approves a request for extended sick leave, payment for such extended sick leave shall begin on the first (1st) payroll day after the expiration date of all other leave benefits of whatever nature.

94. An extended sick leave shall terminate on the earliest of the following dates:

1. The day after the last day of the term of employment for the school year, or
2. The day after the last day of the allotted number of days of extended sick leave granted by the Board, or
3. The first day of return to employment subsequent to granting of extended sick leave days by the Board.

Following the use of the total extended sick leave days granted by the Board, there will be an on-the-job waiting period of not less than three (3) consecutive calendar years since the expiration of such extended sick leave days before another period of extended sick leave days will be considered by the Board.

95. If a teacher is not able to return to employment after the use of all accumulated sick leave days, personal business days and the total extended sick leave days granted by the Board, he/she may request an unpaid leave of absence. This

leave may extend up to a maximum of one (1) calendar year.
Application may be made by:

1. Using the Extended Personal Leave as described in the contract
2. If Extended Personal Leave has been used within the previous seven (7) years, the teacher will be granted the leave under Board Policy 3515.

At the end of this one (1) year extension, the teacher must return to work or sever employment with the E-VSC.

96. Upon any teacher's return to full-time assigned duty, any entitlement to accumulated sick leave, personal leave, vacation, holidays and/or any other similar benefits shall be proratedly reduced. No additional leaves of absence will be granted to any teacher during the period when extended sick days are being utilized.

97. **ANTICIPATED TEMPORARY DISABILITY:** Where a temporary disability can reasonably be anticipated because, but not limited to, scheduled surgery, pregnancy or hospitalization for diagnostic purposes, or any other illness or quarantine where the teacher's attending physician establishes a specific period of time such teacher will be unable to work, the following will apply:

1. The teacher will report the anticipated temporary disability to the building administrator or immediate supervisor; and, at that time, will project the anticipated period of time when he or she will be unable to work.
2. If the teacher does not desire to use sick leave for the anticipated temporary disability, the teacher may request a leave of absence with loss of pay up to one

(1) year.

3. If the teacher desires to use sick leave for the anticipated temporary disability, the teacher will remain on the job until such time that the attending physician establishes conclusively that the teacher is unable to work. At the time the teacher is declared unable to work by the attending physician, the teacher is eligible to use available sick leave in accordance with the established policy applicable to such leave. After available sick leave has been used, the teacher may request a leave of absence without pay up to one (1) year. If the anticipated temporary disability as substantiated by the attending physician is due to pregnancy, said teacher may request a leave of absence without compensation up to one (1) year any time between the date of commencement of the pregnancy and the date of delivery, provided she notifies the Personnel Office at least thirty (30) days prior to the date on which she desires to start her leave.
4. If requested by the principal, the teacher requesting a leave of absence because of an anticipated temporary disability who continues to perform duties assigned by the Board will submit a monthly statement signed by such teacher's attending physician verifying such teacher's ability to continue to satisfactorily perform the duties assigned by the Board.
5. In requesting a leave due to temporary disability, the teacher will inform the Personnel Department of the desired beginning and ending dates of the projected leave. Unless unusual circumstances prevail, the

beginning date will coincide with the beginning date of a semester or grading period and the ending date will be after such teacher has given five (5) school days notice (in writing) that the teacher is available for work. If at any time prior to the date the leave of absence is to start, the Board determines that the teacher's condition affects his/her work, causes incapacitation to the teacher, or the teacher to be off work, the Board may start the leave of absence at an earlier date.

6. If the temporary disability is emergency in nature, the teacher will immediately inform his/her building principal or immediate supervisor and make proper arrangements for his/her absence as per established policy.

98. Accumulated sick leave days and, where applicable, extended sick leave days will apply to any leave taken under the provisions of this section on **ANTICIPATED TEMPORARY DISABILITY**.

99. **PHYSICIAN VERIFICATION:** For any absence from work in excess of three (3) consecutive attendance days, whether for accumulated sick days or extended sick leave days, the basis of the illness or quarantine shall be verified in writing by the involved teacher's attending physician and presented to the building principal or immediate supervisor, if requested.

100. The Board or its designee in considering a request for a leave of absence using accumulated sick leave days because of anticipated temporary disability and/or applications for extended sick leave days may at its expense require the teacher to submit to an examination by no more than two (2) additional medical doctors selected by it. In the event the Board chooses to require any added examination, a leave request will not be

acted upon until the designated physicians have reported to the Board, and in all cases the Board-designated physicians will be requested to submit their reports at the earliest possible date.

101. Any teacher who requests a leave of absence because of anticipated temporary disability or extended sick leave shall submit in writing to the Office of Personnel written verification by the teacher's attending physician that the illness or injury is of such severity that such teacher is prevented from resuming assigned duties with the Board.

102. In all cases of absence due to illness or quarantine, the Board reserves the right at its expense to require the teacher to submit to an examination by a Board-selected physician or physicians to determine and report to the Board the status of the illness or injury and the qualification(s) and/or fitness of said teacher(s) to return to employment and perform normal assigned duties.

103. **NOTICE OF RETURN TO TEACHING:** For any leave of absence requested under the provisions of this Agreement with respect to extended sick leave days, the teacher shall timely notify the Office of Personnel of the estimated time of return to teaching, or of the fact that the teacher does not intend to resume teaching duties. Notification of time to return to teaching shall be made (1) before April 1 of any year if the time of return to teaching is the first semester; or, (2) before October 1 of any year if the time of return to teaching is the second semester. If the teacher intends to return to teaching, such teacher will keep the Board advised of any changes in the time estimated to return. Teachers intending to resume duties shall so notify the Office of Personnel as soon as they have recovered or shall furnish to the Board proof of continued

disability any time during disability if requested by the Board.

104. A teacher who is no longer eligible for long-term disability and who has been verified by a physician that he/she is able to return to active duty, may notify the superintendent of his/her intent to return prior to the first posting. Such teacher making application is to be given special consideration when they apply to return to active duty. Special consideration will mean that prior to the hiring of those candidates not previously employed by the E-VSC, and prior to hiring those temporary contract teachers who have completed two full consecutive years of service for regular contract positions, but after those on layoff or on excess status are placed, the teacher desiring to return to active duty meeting the qualifications cited for the vacant regular contract position will be hired.

WORKMEN'S COMPENSATION BENEFITS

105. Teachers injured on the job shall have the right to be diagnosed and treated by their physician of choice and to receive workmen's compensation benefits for such medical services as determined by the Department of Labor Industrial Board.

106. Teachers injured on the job shall receive full salary, minus workmen's compensation benefits, for days absent as a result of on-the-job injuries as determined by the Department of Labor Industrial Board. Days absent as a result of on-the-job injuries shall not be charged to the teacher's sick leave days.

SENIORITY

107. Seniority is the length of uninterrupted service with the Board and dates from the date a teacher first signed his/her individual regular contract, except for teachers employed prior to the 1988-89 school year whose uninterrupted service includes a temporary contract(s). The teacher with the longer length of uninterrupted service is the more senior. Leaves of absence or periods of layoff up to two (2) years shall not constitute a break in service. In cases where there is no record of this date, the teacher's first date of employment shall determine his/her seniority. Further, in cases of ties, the teacher with the earliest birth date shall be considered the most senior in that particular instance. In case of a tie of birth dates, the tie shall be broken by drawing straws with the longest straw indicating the most senior teacher in that particular instance.

108. By February 1 of each year, the Board will post in each school building and give to the Association a seniority list showing the teacher's name and the date such teacher first signed his/her individual contract with the Board. If a teacher does not take exception to the date listed for such teacher within forty-five (45) calendar days from the date the seniority list is posted in a school building, then the listed dates teachers first signed their individual contracts are deemed to be accurate and not subject to change.

LAYOFF AND RECALL FROM LAYOFF

109. The Board may reduce the number of teaching positions and select teachers for layoff whenever it determines such

actions are necessary. When such actions are taken and teachers laid off, the Board will give consideration to maintaining minority balance within the teaching staff.

110. Whenever the number of teaching positions is to be reduced, the superintendent will discuss the need for such reduction in positions with the Association. The Board will try to reduce staffs through attrition. If the reduction in teaching positions cannot be accomplished through attrition and layoff is necessary, the criteria for layoff will be certification, seniority, (as defined in paragraph 107) and maintenance of minority balance.

111. As soon as the superintendent has determined which teacher(s) are to be laid off, the Association will be given the name(s) of the teacher(s) forty-eight (48) hours before the affected teacher(s) are notified. At the building level, teachers will be dealt with individually and given written notice in a manner that insures privacy.

112. The Association can grieve the layoff(s) after Board action if within three (3) school days after Board action a grievance is filed at Step Two (2) of the Grievance Procedure. If there is no resolution at Step Two (2), the Board and the Association agree to immediately submit these grievances to arbitration as provided in paragraphs 28-31 et seq. of this Agreement. An arbitrator will be limited to hearing five (5) such grievances (if more than five (5) grievances are involved, the parties will select arbitrators so as to equally distribute such grievances); and any briefs submitted by the Board or Association must be submitted at the arbitration hearing. An arbitrator will make and send his/her decision forty-eight (48) hours after completion of the hearing provided for in this

paragraph. In all other respects, paragraphs 28-31 et seq. of the Agreement apply to this accelerated arbitration provision.

113. Employees who have been laid off will be recalled on the basis of appropriate certification and seniority, with the employee having the most seniority being recalled first. A recall list shall be maintained by the Board for a period of twelve (12) months from the individual's release date which shall be the termination date of the teacher's individual contract. A teacher will remain on the recall list for an additional twelve (12) months if the teacher notified the Board in writing during the twelfth (12th) month of layoff that he/she wants to be maintained on the recall list.

114. A teacher who is laid off may request that he/she be placed on the Board's substitute teacher list. Teachers on layoff status serving as E-VSC substitutes shall be accorded preferred substitute status (Level II) with rights as described in paragraph 165. Level II preferred substitutes shall be placed after retired teacher substitutes (Level I) are placed, but before other substitutes are called to serve in available substitute positions paid at fifty-five dollars (\$55.00) per day.

115. Teachers on the recall list may remain enrolled in the Evansville-Vanderburgh School Corporation group insurance plans for the duration of such teachers remaining on the recall list, but such teacher will be responsible to pay the entire insurance premium applicable to his/her insurance coverage. It will be the responsibility of any such teacher to pay such insurance premiums in the manner designated by the Evansville-Vanderburgh School Corporation Manager of Payroll and Fringe Benefits.

116. A teacher on the recall list who is notified of a position opening within his/her certification shall accept this offer within fifteen (15) calendar days of notification and be available for service within thirty (30) calendar days of notification except in the case of a teacher notified under this provision who has a contractual obligation. In such case, a teacher will be allowed to complete his/her contractual obligation through the conclusion of the current school year before returning to the corporation; but said teacher shall still notify the corporation of his/her acceptance of the offer within fifteen (15) calendar days. In the event the above date deadlines are not met by any teacher, or a teacher, after acceptance of an offer, does not fulfill his/her obligation to accept an offer extended by the Corporation, then said teacher's name shall be removed from the recall list, said teacher will no longer have recall rights, and the offer will be withdrawn.

TRANSFER

117. **DEFINITION TRANSFER:** A transfer is the move of a teacher from one position to a vacant position. A transfer can be either voluntary (at a teacher's own request) or involuntary (effected by the superintendent of schools). If a teacher is granted a voluntary transfer, such teacher will not be eligible to apply for a voluntary transfer until three (3) years have been served in that position into which such teacher was transferred. When more than ten percent (10%) of the total faculty in any school or more than one (1) member of any department in any school requests a voluntary transfer in any given year, the superintendent of schools may grant approval.

Newly hired teachers will not be eligible for transfer until at least two (2) years have been completed in the position for which they were hired.

118. **POSTING VACANT POSITIONS:** After the Board or its designee completes the staffing process and consideration of the corporation's affirmative action policy, it shall post a list of positions (except those including head coaching positions) it determines will be vacant at the start of the next school year. Such posting will state the duties (as determined by the superintendent or his designee) of each vacant position as well as the required certification.

The following procedure shall be followed:

1. Building principals determined to have excess teachers shall:
 - (a) Notify the least senior teacher with applicable license that he/she will be declared excess (excluding the most senior with shared paid extra duty assignment) unless another teacher with applicable license volunteers.
 - (b) Notify all building staff and determine if anyone desires to volunteer to be excess.
 - (c) Effective with the 1999-2000 contract, no extra-curricular positions in K-5 will be protected by the excess language stated above.
2. All known vacancies shall be posted in all buildings, the Personnel Office and the ETA Office.
3. The most senior qualified volunteer will be given the first opportunity to transfer.
4. After the second (March 15) posting, excess teachers not placed shall be given priority for future postings. If

the E-VSC or ETA is aware that a future position for an excess teacher may not exist, then either the ETA or E-VSC may initiate discussion for an earlier placement.

5. Requests for transfer must be made on the prescribed form and submitted to the Personnel Office of the corporation within seven (7) calendar days after the posting date in order to be valid.
6. Postings shall occur on the following dates: March 1 and 15, April 1 and 15, June 1 and 15, and July 1 and 15. If the posting date should occur on a Saturday, Sunday, or holiday, the posting shall occur on the first work day following.
7. Open hire shall occur during the following time periods: Following the date of the fourth posting through May 31 and following the date of the eighth posting through the third week of student attendance. Openings occurring after the third week of student attendance will be filled as per paragraph 119.

119. POSITIONS WHICH BECOME VACANT DURING THE SCHOOL YEAR:

Any position to which paragraph 118 of this Agreement would apply and which becomes vacant following the first three (3) full weeks of student attendance will be filled for the remainder of that school year and will be posted according to the procedure in paragraph 118 if the corporation requires that position for the following school year.

120. DEFINITION QUALIFICATIONS: The term "qualifications" in this Agreement refers to proper certification, agreement to perform the duties of the vacant position and applicable experience. The terms "qualify" or "qualified" in this Agreement mean that the particular teacher possesses the above

items to the degree necessary to satisfactorily perform the duties of the vacant position as stated on the posting.

121. **SELECTION FOR VOLUNTARY TRANSFER:** To be transferred, an applying teacher must be qualified to perform the duties of the vacant position. Teachers who are on an evaluation program of improvement will not be considered for transfer until the program has been completed or until having completed two (2) years on a program of improvement. If more than one (1) teacher applies for a vacant position and the qualifications of such applying teachers are relatively equal, then the teacher with the greatest seniority will be transferred.

122. **FILLING VACANT POSITIONS AFTER VOLUNTARY TRANSFER:** Voluntary transfer requests will be considered for vacant positions before new teachers are hired; provided, however, if there were no applications filed within seven (7) calendar days of posting any vacant position or there are no qualified applicants for a vacant position, that position can be filled by the Board or its designee in any way.

123. **ACCEPTANCE OF TRANSFER:** If a transfer request is approved, the requesting teacher must accept the transfer unless such teacher notifies the personnel manager in writing of a desire to withdraw the transfer request. Such written notification must be received before the date on which the approval of the transfer request is received by the requesting teacher. All applicants who do not receive a transfer will be so notified in writing of the reason(s) they were not transferred if the reasons are requested.

124. **INVOLUNTARY TRANSFERS:** (a) The superintendent may transfer a teacher from one school building to another school building. (b) In the case of "excess" teachers, the provisions

of paragraph 121 will apply before an involuntary transfer is effected. Teachers who volunteer to transfer in place of "excess" teacher(s) do not forfeit their eligibility to apply for vacancies subsequently open for transfer. (c) Prior to an involuntary transfer (except with respect to a teacher accepting such transfer in place of an "excess" teacher(s)), the personnel manager will schedule a conference with the affected teacher to discuss the reason(s) for the involuntary transfer, and at such conference the teacher will be given a written statement of such reason(s).

125. **TEACHERS INVOLUNTARILY TRANSFERRED AS A PART OF A MAJOR REASSIGNMENT:** In the event of a major reassignment due to the closing of a school or a change in school organizational patterns, no teacher will be placed until all teachers with more seniority have been notified of their assignments.

126. Principals have the option of interviewing teachers. Interviews will be scheduled on a seniority basis, if possible.

127. If the most senior person is not selected by the principal, the principal must provide a written statement listing the reason(s) the individual was not selected.

128. If a teacher who is most senior is not selected by the principal at the school of his/her choice, the teacher may appeal the statement of reason(s) to a committee. One (1) representative appointed by the superintendent or his designee, one (1) representative appointed by the Evansville Teachers Association, and the personnel manager will comprise the committee.

129. **TEACHER REASSIGNMENT:** When a classroom teacher who has a single room assignment is moved to another room on a non-temporary basis after the official enrollment date, the teacher

will be granted one (1) duty-free day in order to complete the transition.

130. **BINDING ARBITRATION:** The Board and the Association agree that all terms of this transfer section can be submitted to binding arbitration. The arbitrator's decision shall be final and binding.

ADDITIONAL TRAINING, SALARY AND QUALIFICATIONS

131. Attached hereto and marked Exhibit "B" is the Teacher Additional Pay For Additional Training Salary Schedule effective with the individual teacher's contract for the stated year.

132. To qualify for any additional pay level for additional training, all credit hours must be earned by the teacher from an institution accredited by one of the six (6) regional accrediting agencies (New England, Middle States, North Central, Northwest, Southern and Western) and approved by the Indiana State Department of Education.

133. Teachers expecting to qualify for the Bachelor's plus ten (10) and twenty (20) hours level of additional pay must obtain proper certification that such hours are credited toward an approved Master's degree program from the institution granting the credit. Such certification will be given to the Personnel Office. Teachers expecting to qualify for the Master's plus 10, 20, 30, 45, 60 or 75 hours level of additional pay must apply and use the application blanks supplied for this purpose. Teachers may apply twice during the year. All applications for first semester must be in the Board's Personnel Office by June 30 of each year. All applications for second semester must be in the Personnel Office by November 30 of each

year. The notice shall indicate that the work has been or will be completed prior to the start of the appropriate semester. One-half of the stipend for additional pay for additional training will be paid for those who qualify for second semester.

134. In order to qualify for the Master's plus thirty (30) hours level of pay, a teacher must have a total of thirty (30) semester hours of credit earned after the completion of a Master's degree, and these thirty (30) semester hours must meet one (1) of the following criteria:

1. The hours must be all graduate hours taken on an approved Doctoral program; or,
2. The hours must qualify the affected teacher for the Education Specialist Degree; or,
3. At least one-half (1/2) of such thirty (30) semester hours must be in the field in which the teacher is licensed to teach and the remaining one-half (1/2) of such thirty (30) semester hours must be graduate credit. The hours of credit in the field in which the teacher is licensed may be undergraduate credit; provided, however, that the remaining hours must be graduate credit.

135. In order to qualify for the Master's plus sixty (60) hours level of pay, a teacher must have a total of sixty (60) semester hours of credit earned after the completion of a Master's degree and these sixty (60) semester hours must meet one (1) of the following criteria:

1. The sixty (60) semester hours must be all graduate hours taken on an approved Doctoral program; or
2. At least one-half (1/2) of such sixty (60) semester hours must be in the field in which the teacher is

licensed and one-half (1/2) of the sixty (60) semester hours must be graduate credit. The hours of credit in the field in which the teacher is licensed may be undergraduate credit. The remaining hours must be graduate credit.

136. Teachers wishing to qualify for the Master's plus 10, 20, 45, or 75-hour level of pay must meet the requirements as set out immediately above on a prorated basis.

137. Vocational teachers with Bachelor's degrees and those given Bachelor's degree salary classification on the basis of practical experience may be granted B.S.+10 hours salary classification upon completion of ten semester hours of college work approved by the superintendent. Vocational teachers with Bachelor's degrees and those given Bachelor's degree salary classification on the basis of practical experience may be granted B.S.+20 hours salary classification upon completion of twenty semester hours of college work approved by the superintendent. Vocational teachers with Bachelor's degrees and those given Bachelor's degree salary classification on the basis of practical experience may be granted Master's degree salary classification upon completion of an additional 32 semester hours of college work approved by the superintendent.

138. All transcripts for teachers wishing to qualify for one (1) of the Master's plus levels of pay will be evaluated for the purpose of determining whether or not such teacher meets the qualifications set out above. For the purpose of evaluation, a committee will be formed on the following basis:

The Superintendent's Designee who will act as Chairman
One (1) High School Principal appointed by the
Superintendent

One (1) Middle School Principal appointed by the Superintendent

One (1) Elementary School Principal appointed by the Superintendent

One (1) High School Teacher appointed by the President of the Evansville Teachers Association

One (1) Middle School Teacher appointed by the President of the Evansville Teachers Association

Two (2) Elementary School Teachers appointed by the President of the Evansville Teachers Association

139. This committee will meet on call of the chairman to evaluate transcripts and to make a recommendation to the Board with respect to whether or not any such teacher has met the qualifications for additional salary based on additional training. This committee will make its recommendations to the Board for approval by the Board.

140. The Board in its sole discretion may appoint a teacher or reappoint a teacher as a psychologist, counselor or part-time counselor. Full-time psychologists and high school and middle school counselors will be paid on the following basis:

(1) Counselor	\$ 2,217.00
Counselor - 4 Periods	1,108.00
Counselor - 5 Periods	1,449.00
Counselor - 6 Periods	1,788.00
Psychologist	2,217.00

(2) Extra week of service - at regular week's pay

(3) Senior Class Counselor - additional week of service -
at regular week's pay

141. High school and middle school counselors serving less than full time will have the stipend proratedly reduced to correspond with the percentage of time the individual spends in a counseling assignment.

142. Elementary counselors will have the additional sums provided for in (1) above prorated in proportion to the number of periods assigned for such counseling. Effective with the 1995-96 school year, all elementary schools which do not have full-time counselors will be staffed to include one (1) additional counseling period.

143. The length of the school day for counselors will extend for a period of five (5) minutes per counseling period, not to exceed a total of fifteen (15) minutes, beyond the regular school day as defined in paragraph 34 of this Agreement. This time may be either before the school day begins or after it ends, at the discretion of the Building Administrator.

MULTIPLE BUILDING ASSIGNMENT

144. Effective with the individual teacher's contract for stated school year, all Multiple Building Assignment stipends will be as listed in the following schedule:

	<u>2001-2002</u>	<u>2002-2003</u>
Itinerant Special Education Teachers*	\$1,452.00	\$1,452.00
Itinerant Special Education/ Visual Handicap	1,517.00	1,517.00
Work Study Coordinators	1,286.00	1,286.00
Coordinators	1,070.00	1,070.00
Psychologists	1,070.00	1,070.00
Special Concerns Counselors	1,070.00	1,070.00
Distributive Education Coordinators	885.00	885.00
Itinerant String Specialists (more than three schools per day)	848.00	848.00
Music Teachers (two or three schools per day)	737.00	737.00
Vocational Home Builder Coordinators	737.00	737.00
Signature School Teachers	737.00	737.00
Special Education Community-Based Activities Multiple Site Assignment (as approved by the Director of Special Education)	159.00	159.00

* Teachers newly hired or newly appointed to this assignment only starting with the 1975-76 school year and thereafter will receive a Multiple Building Assignment Stipend of \$878.00.

** Effective with the 1994-95 school year, teachers newly appointed or transferring into a position involving multiple building assignment will receive mileage reimbursement at the established IRS rate(s). Teachers will submit a mileage claim form adopted by the State Board of Accounts to the building principal or immediate supervisor each Friday prior to the end of the school day. Payment will be made no later than the last pay period of the following month. Teachers involuntarily transferred into a position receiving multiple building stipend will be paid the amount listed above.

EXTRA DUTIES

145. Attached hereto and marked Exhibit "C" is a list of the extra duties with pay, which pay will be effective with the individual teacher's contract for the stated school year, available to teachers in the Evansville-Vanderburgh School Corporation. The Board will appoint teachers to perform the extra duty assignments listed on Exhibit "C," and such appointment will be on a year-to-year basis. Appointments are not subject to the provisions of this Agreement providing for grievance and advisory arbitration. Teachers assigned to extra duties by the Board will be paid in addition to their base salary not to exceed the amount or amounts opposite said extra duties on Exhibit "C" attached hereto. Unless otherwise specified for the specific extra duty, teachers assigned to extra duties will also carry a full teaching load.

146. The corporation shall inform all teachers performing paid extracurricular duties of their retention or dismissal from their extracurricular duties for the next school year prior to the last teacher attendance day of each school year.

147. The corporation will make every effort to fill paid extracurricular duties with current E-VSC employees in the following manner:

1. All openings will be posted.
2. All current E-VSC applicants will be interviewed.

PRINCIPAL DESIGNEE

148. The principal designee shall have no classroom duties

when serving as principal for a full day. The principal designee shall be paid an additional twenty-five dollars (\$25.00) for each full day served as principal designee. The principal designee will be paid twelve dollars and fifty cents (\$12.50) if at least one-half day is served.

EARLY RETIREMENT

149. Any teacher who reaches age fifty-five (55) by June 30 and who has a minimum of seventeen (17) years on the salary schedule may, by notifying the superintendent prior to March 1 of the year preceding retirement, take part in an early retirement program which will qualify him/her for benefits above and beyond those detailed in paragraph 156 through 159 of this Agreement. Early retirement benefits shall be as outlined below.

1. Payment of an amount each year until the teacher qualifies for partial Social Security benefits, according to the following schedule:

		FOR A TOTAL OF
1st Year	\$4,000.00	\$28,000.00
2nd Year	4,000.00	24,000.00
3rd Year	4,000.00	20,000.00
4th Year	4,000.00	16,000.00
5th Year	4,000.00	12,000.00
6th Year	4,000.00	8,000.00
7th Year	4,000.00	4,000.00

2. Participation in the corporation's insurance program under the terms of paragraph 174 of this Agreement is at the teacher's time of retirement until the teacher qualifies for Medicare benefits.

3. Eligibility for participation in the Preferred Substitute Teacher Program under paragraphs 161 through 167 of this Agreement, except that compensation will be at the rate of seventy dollars (\$70.00) per day of duty.

150. Notification of the superintendent by the teacher that he/she wishes to participate in the early retirement program is binding, unless the Board or its designee releases the teacher from such notice of intent to retire.

151. The 403(b) Match Program is intended to replace the early retirement language in the contract, paragraph 149, part 1, except that paragraphs 156 through 159 under retirement benefits will remain in effect.

152. The \$28,000 for early retirement will be reduced by \$4,000 each year starting with the 2000-2001 school year.

153. Until such time that the \$28,000 is eliminated, the retired teacher will receive a combination of the employer contribution to the 403(b) Match and the dollar amount from the following adjusted schedule.

2000-2001	\$ 28,000
2001-2002	24,000
2002-2003	20,000
2003-2004	16,000
2004-2005	12,000
2005-2006	8,000
2006-2007	4,000

403(b) MATCH PROGRAM

154. Each teacher shall have the option of investing in the 403(b) Match Program up to the maximum allowable under Federal law. The Board shall match such teacher contributions on a dollar-for-dollar basis up to the following percentages of the individual teacher's regular teaching salary.

<u>Years of Service</u>	<u>Employer Match</u>		
	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1 - 16	.25%	.50%	.75%
17 - 29	.50%	1.00%	1.50%
30+	1.00%	2.00%	3.00%

155. Contributions made by the employee and by the Board on behalf of the employee are the property of the employee.

RETIREMENT BENEFITS

156. Retirement Pay Plan. The Board and the Association agree to a Retirement Pay Plan as specifically authorized in Ind. Code § 20-6.1-5-12 in which each teacher covered by this Agreement shall receive upon retirement, retirement pay computed on the basis of: (1) One hundred forty-five dollars (\$145.00) for each year of service for the Board including all service which the Board considers equivalent to service within the E-VSC; for example, military service (up to four (4) years) or teaching service while on leave from the E-VSC, within certain federally funded programs which are approved by the State Board of Education and which provide instruction at the elementary or secondary level; plus (2) Thirty-five Dollars (\$35.00) for each year of service outside of employment with the Board for which credit has been granted by the Board; plus (3) Seventy dollars (\$70.00) per day of unused accumulated sick leave up to a maximum of 230 days.

157. The retirement pay shall be added to the teacher's contract for the last year of service and is payable during the last month of the teacher's service. The last pay check shall

be adjusted to reflect any use of sick leave days. Teachers who are age 62, 63, or 64 at the time they retire from the corporation may continue to participate in the insurance program as described in paragraph 174 until they reach age sixty-five (65).

158. In order to qualify for the Retirement Pay Plan, the teacher:

1. Must be at least fifty (50) years of age; and
2. Must have had at least ten (10) consecutive years of teaching experience in the Evansville-Vanderburgh School Corporation; and
3. Must have notified the superintendent of his/her intention to retire by June 1 of the year preceding retirement; provided, however, that if circumstances develop which result in an unforeseen retirement, the superintendent may waive the June 1 notification date, but even in this circumstance, the teacher intending to retire must still make timely written application for the retirement pay.

159. A teacher who retires prior to the time he/she is fifty (50) years of age shall receive the appropriate amount of retirement pay under this Retirement Pay Plan if such teacher's retirement is necessitated by incapacitation.

DEATH WHILE IN ACTIVE SERVICE

160. If a teacher dies while in the active service of the Board, then the unused accumulated sick leave days shall be paid at the rate specified in paragraph 156 to the beneficiary named by such teacher with the Indiana State Teacher's Retirement

Fund. Other benefits which will be provided the survivor(s) of a teacher who dies while under contract include: earned but unpaid wages, life insurance benefits as provided for in the teacher contract, and the right to take advantage of medical/hospitalization insurance for spouse and/or dependents as described under the provisions of COBRA, and a money amount equal to the retirement pay that would have been paid according to paragraph 156, if he/she is at least fifty (50) years of age and has at least ten (10) consecutive years of teaching experience in the Evansville-Vanderburgh School Corporation. The benefits identified in paragraph 149 will apply for those who qualify.

PREFERRED SUBSTITUTE TEACHING PROGRAM

(EARLY RETIREES)

161. Teachers who retire may apply to participate in the Preferred Substitute Teaching Program. To be eligible for consideration, a teacher must:

1. Have at least seventeen (17) years teaching experience for which credit has been granted by the Board, the last ten (10) years of which have been in the employ of the Board; and
2. Be at least fifty (50) years of age at the beginning of the school year in which he/she first participates in the program; and
3. Have applied to the superintendent, in writing, for participation in the program prior to March 1 of the calendar year preceding retirement. In the event of an unforeseen retirement, the superintendent may waive the

March 1 notification date.

162. Preferred Substitute Teaching Program participants' compensation will be at the rate of Seventy Dollars (\$70.00) per day of duty (August through June). Participants will be permitted to provide up to forty-five (45) days of duty, as determined by the superintendent or his/her designee. Payments will be made in the first full week in January and in the last full week in July of each such year for the days of duty performed during the immediately preceding period of each such school year.

163. Teachers who retire before age fifty-five (55) who are eligible to participate in the Preferred Substitute Teaching Program as described in paragraph 161 will not receive the salary, fringe benefits or any other benefit provided elsewhere in this Agreement or otherwise for teachers except, that if a participant in this Preferred Substitute Teaching Program is enrolled in the Evansville-Vanderburgh School Corporation standard hospitalization insurance plan during the school year immediately preceding retirement, he/she may continue to be enrolled in the hospitalization plan for the duration of his/her participation in this Preferred Substitute Teaching Program, and such participant will be responsible to pay the entire amount of the insurance premium applicable to such insurance coverage being paid at the time of retirement. A teacher who withdraws from the Preferred Substitute Teaching Program will retain eligibility to participate in the group hospitalization plan until age sixty-five (65).

164. A teacher will cease to be a participant in the Preferred Substitute Teaching Program when:

1. He/she has failed to perform the duty assigned to

- him/her when requested on five (5) occasions; or
2. The superintendent decides that a participant is no longer able to perform duties assigned to him/her; or
 3. The teacher elects to withdraw.

165. Teachers who are selected to participate in the Preferred Substitute Teaching Program will be allowed to submit the names of three (3) schools at which they would prefer to substitute. The Board or its designee will select two (2) of the three (3) schools and assign the teacher as a preferred substitute to those two (2) schools. At those schools the Board agrees to try to contact that teacher for substitute duties before contacting other substitute teachers. For all other schools they shall be called in the same manner as other substitutes.

166. In the event more than one (1) teacher selects a school for preferred substitute status, the Board reserves the right to assign the participating teacher to another school. Teachers will remain in preferred substitute status until they have taught forty-five (45) days, until their participation in the Preferred Substitute Teaching Program is terminated, or until they declare themselves unavailable for the duration of the school year.

167. The Board or its designee may, in its discretion, limit the number of participants entering this program and, in its discretion, may select those who will participate.

WAGES

168. Attached hereto, marked Exhibit "D" and made a part of this Agreement, are the teachers' basic salary schedules

which will become effective with the individual teacher's contract for the 2001-2002 and 2002-2003 school years.

169. Effective for the 2001-2002 regular instructional year, the basic salary schedule will be increased by two percent (2%). Effective for the 2002-2003 regular instructional year, the basic salary schedule will be increased by two and six-tenths percent (2.6%). The teachers agree to provide one hundred eighty (180) days of service when students will be in attendance and to work an additional three (3) days in such school year as designated by the Board, except where an individual teacher's contract provides otherwise.

170. Newly hired teachers who begin on the starting date of the regular school year will begin receiving payroll checks no more than four (4) weeks after the start of school.

TERM LIFE INSURANCE

171. Effective July 1, 2001, the Board will pay the cost of \$50,000.00 term life insurance, plus accidental death or dismemberment for each teacher covered by this Agreement up to the amount specified directly below, to the insurance company selected by the Board. The Board will provide \$25,000.00 term life insurance, plus accidental death or dismemberment for each teacher who is employed less than one-half the instructional day.

172. Maximum payment per teacher - the covered teaching employee will pay two (2) cents per month toward the life insurance premium.

173. In all matters related to insurance coverage, the Board agrees that representatives of the Association will

participate fully in the selection of insurance carriers. The final decision regarding the selection of insurance carriers will be made by the Board of School Trustees.

HOSPITALIZATION, SURGICAL AND MEDICAL INSURANCE

174. Effective from July 1, 2001, full-time teachers and those who teach at least one-half of the instructional day qualify for the hospitalization, surgical and medical insurance benefits currently in effect, including organ transplant coverage. Monthly employee contributions will be twelve percent (12%) of the group rate. Effective July 1, 2001, for dental insurance, eligible employees will pay \$.40 per month for single coverage, \$10.25 per month for single plus one coverage, and \$22.12 per month for family coverage. Effective July 1, 2001, for certain vision insurance, employees will pay \$.29 per month for single coverage.

175. If teacher(s) covered under this Agreement are not covered by the hospital, surgical and medical insurance provided for in paragraph 174, upon notification by the Association the Board will pay up to only \$200.00 per calendar year for any such teacher. This \$200.00 will be used only toward other insurance provided by companies with which the Board has existing contracts at the beginning of a calendar year.

176. The Board will continue a two-tier "cafeteria" style plan in the manner and form authorized by Section 125 of the Internal Revenue Code 1989, the Tax Reform Act of 1986.

177. In all matters related to insurance coverage, the Board agrees that representatives of the Association will participate fully in the selection of insurance carriers. The

final decision regarding the selection of insurance carriers will be made by the Board of School Trustees.

LONG-TERM DISABILITY INSURANCE

178. Each regular contract teacher shall be covered by a long-term disability insurance program that provides a minimum benefit of two-thirds (2/3) salary up to age sixty-five (65). The Board's contribution shall represent seventy-five percent (75%) of the cost.

179. In all matters related to insurance coverage, the Board agrees that representatives of the Association will participate fully in the selection of insurance carriers. The final decision regarding the selection of insurance carriers will be made by the Board of School Trustees.

EFFECT OF NEGOTIATED AGREEMENT

180. This Agreement supersedes and cancels all previous Agreements, Memoranda of Agreement or side letters between the parties and constitutes the entire Agreement between the parties.

181. Should any provision or portion thereof of this Agreement be declared illegal by a court of competent jurisdiction or be in conflict with any State or Federal statute or regulation, such provision or portion thereof shall be deleted from the Agreement, but the remainder of the Agreement shall remain in full force and effect.

TERM OF AGREEMENT

182. This Agreement shall become effective July 1, 2001, and shall continue in effect until June 30, 2003.

183. This Agreement shall become effective as of the date stated in paragraph 182 and shall remain in full force and effect until June 30, 2003, and shall continue to remain in full force and effect from year to year thereafter unless one of the parties hereto gives written notice to the other party on or before one hundred eighty (180) days prior to the submission of a budget by the Board for the fiscal year January 1, 2003, through December 31, 2003, or any annual expiration date thereafter requesting that this entire Agreement or part thereof be modified.

184. IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their names to be subscribed by their duly authorized officers and representatives this 22nd day of April, 2002.

EVANSVILLE-VANDERBURGH SCHOOL CORPORATION

BY Paul T. Gamblin
Paul T. Gamblin, President

Pat A. Bell
Pat A. Bell, Vice President

Mary Eleanor Nicholson
Mary Eleanor Nicholson, Secretary

Jack L. Arney
Jack L. Arney

Linda M. Cates
Linda M. Cates

Patrick J. Coslett
Patrick J. Coslett

Linda G. Owen
Linda G. Owen

EVANSVILLE TEACHERS ASSOCIATION

BY Daniel Hartz
Daniel Hartz, President

Steve Matthews
Steve Matthews, Vice President

Susan Herring
Susan Herring, Treasurer

LaVonne Miller
LaVonne Miller, Secretary

VOLUNTARY DUES DEDUCTION FORM

I, _____, hereby authorize the Evansville-Vanderburgh School Corporation (E-VSC) to withhold from my pay the amount equal to the general and uniform professional dues for the Evansville Teachers Association (ETA), the Indiana State Teachers Association (ISTA), the National Education Association (NEA), and Association-approved voluntary assessments, as that amount is certified by the President of the ETA to the E-VSC each school year by September 1.

I understand and agree that such amounts shall be deducted in equal amounts from each of my payroll checks until such time as I revoke this authorization by written notice simultaneously to the ETA and E-VSC.

Teacher's Signature

Date

Routing:

1. E-VSC Payroll Dept.
2. Evansville Teachers Association

EXHIBIT A

TEACHERS'
ADDITIONAL PAY FOR ADDITIONAL TRAINING
SALARY SCHEDULE

<u>Level</u>	<u>2001-2002</u>	<u>2002-2003</u>
1. Bachelor's plus 10 hours	\$ 243.00	\$ 243.00
2. Bachelor's plus 20 hours	484.00	484.00
3. Master's plus 10 hours	325.00	325.00
4. Master's plus 15 hours*	447.00	447.00
5. Master's plus 20 hours	606.00	606.00
6. Master's plus 30 hours	848.00	848.00
7. Master's plus 45 hours	1,227.00	1,227.00
8. Master's plus 60 hours	1,621.00	1,621.00
9. Master's plus 75 hours	1,992.00	1,992.00
10. Doctor's	2,446.00	2,446.00

* Teachers now at this level will continue to be paid on this basis; however, no additional teachers will be added to this level.

ELEMENTARY PAY FOR EXTRA DUTY ASSIGNMENTS
ELEMENTARY SCHOOL/MISCELLANEOUS

<u>Assionment</u>	<u>2001-02</u> <u>Salary</u>	<u>2002-03#</u> <u>Salary</u>
<u>Academic:</u>		
Academy**	\$1,120	\$1,120
<u>Managers/Sponsors/Coordinators:</u>		
Computer Coordinator	1,250	1,250
Coordinator	1,317	1,317
<u>Music:</u>		
Band Director	1,444	1,444
Choir Director - 1 Hour	721	721
Choir Director - 2 Hours	1,444	1,444
Orchestra Director	1,444	1,444
<u>Miscellaneous:</u>		
Safety Patrol Sponsor	344	344
Special Education Teacher*	759	759
Treasurer	1,520	1,520

#See Letter Of Understanding

* Starting with the 1975-76 school year and thereafter, this Extra Duty will not be in effect. Newly hired or newly appointed special education teachers will not receive any extra pay. Those teachers currently employed and receiving the above stipend as special education teachers will continue to receive extra pay so long as employed in such capacity.

** Equal to stipend of two (2) middle school academies; building may have up to four (4) academies per year; academies to be determined by principal and faculty (i.e., Faculty Cabinet)

EXTRA PAY FOR EXTRA DUTY ASSIGNMENTS
MIDDLE SCHOOL

<u>Assignment</u>	<u>2001-02</u> <u>Salary</u>	<u>2002-03*</u> <u>Salary</u>
<u>Academic:</u>		
Academies:		
Computer	\$ 560	\$ 560
Drama Production	560	560
Intramural	560	560
Math	560	560
Media	560	560
Other	560	560
Publications	560	560
Science	560	560
Speech Coach	1,120	1,120
<u>Athletic:</u>		
Boys Basketball Coach - Varsity	1,433	1,433
Boys Basketball Coach - Reserve	1,433	1,433
Flag Football Coach	1,427	1,427
Girls Basketball Coach - Varsity	1,433	1,433
Girls Basketball Coach - Reserve	1,433	1,433
Boys Track Coach	1,427	1,427
Girls Track Coach	1,427	1,427
Volleyball Coach - Varsity	1,427	1,427
Volleyball Coach - Reserve	1,427	1,427
<u>Managers/Sponsors/Coordinators:</u>		
Cheerleader Sponsor	1,284	1,284
Computer Coordinator	1,250	1,250
Pom Pon Sponsor	1,284	1,284
<u>Music:</u>		
Band Director	1,444	1,444
Choir Director	1,900	1,900
Orchestra Director	1,444	1,444
<u>All City/Honors:</u>		
Band Director	717	717
Choir Director	717	717
Orchestra Director	717	717
Assistant Band Director	528	528
Assistant Choir Director	528	528
Assistant Orchestra Director	528	528

*See Letter Of Understanding

EXTRA PAY FOR EXTRA DUTY ASSIGNMENTS
HIGH SCHOOL

<u>Assignment</u>	<u>2001-02</u> <u>Salary</u>	<u>2002-2003*</u> <u>Salary</u>
<u>Academic:</u>		
Academic Coach	\$ 344	\$ 344
After School Science	1,130	1,130
Debate Coach	1,091	1,091
Extra Science Lab	2,222	2,222
Speech Coach	2,164	2,164
 <u>Athletic:</u>		
Assistant Athletic Director	3,451	3,451
Assistant Baseball Coach	3,040	3,040
Assistant Basketball Coach	3,729	3,729
Assistant Football Coach	3,729	3,729
Assistant Soccer Coach	2,979	2,979
Assistant Softball Coach	3,040	3,040
Assistant Track Coach	2,979	2,979
Assistant Volleyball Coach	2,979	2,979
Assistant Wrestling Coach	2,979	2,979
Athletic Trainer	7,179	7,179
Cross Country Coach	2,120	2,120
Golf Coach	1,866	1,866
Swim Coach	1,959	1,959
Tennis Coach	1,866	1,866
Intramural Director	2,799	2,799
Equipment Manager	2,825	2,825
 <u>Managers/Sponsors/Coordinators:</u>		
BPA Sponsor-Business Office Lab	759	759
Central Radio Station Manager	1,140	1,140
Cheerleader Sponsor		
Varsity	1,374	1,374
Reserve	1,374	1,374
Freshman	1,374	1,374
Computer Coordinator	1,250	1,250
Drama Production	1,091	1,091
Future Farmers of America		
Sponsor	1,140	1,140
Paper & Sr. Edition Sponsor	1,411	1,411
Pom Pon Sponsor	1,374	1,374
Printer Newspaper/Yearbook	354	354
Student Council Sponsor	676	676
Technology Related Work Study	1 week	1 week
Coordinator	extended contract	extended contract

<u>Assignment</u>	2001-02 <u>Salary</u>	2002-2003* <u>Salary</u>
<u>Music:</u>		
Band Director	\$5,690	\$5,690
Assistant Band Director	5,690	5,690
Choir Director	2,220	2,220
Orchestra Director	1,059	1,059
Assistant to the Band Director	1,483	1,483
<u>All City/Honors:</u>		
Band Director	717	717
Choir Director	717	717
Jazz Ensemble	330	330
Orchestra Director	717	717
Assistant Band Director	528	528
Assistant Choir Director	528	528
Assistant Orchestra Director	528	528

*See Letter Of Understanding

EVANSVILLE-VANDERBURGH SCHOOL CORPORATION
TEACHERS' BASIC SALARY SCHEDULE

July 1, 2001 to June 30, 2003

TRAINING

YEAR	BACHELOR'S DEGREE						MASTER'S DEGREE					
	2000-01		2001-02		2002-03		2000-01		2001-02		2002-03	
	A	B	A	B	A	B	A	B	A	B	A	B
1	\$28,105	\$28,948	\$28,667	\$29,527	\$29,412	\$30,294	\$29,097	\$29,970	\$29,679	\$30,569	\$30,451	\$31,365
2	28,599	29,457	29,171	30,046	29,929	30,827	29,675	30,565	30,269	31,177	31,056	31,988
3	29,097	29,970	29,679	30,569	30,451	31,365	30,253	31,161	30,858	31,784	31,660	32,610
4	29,593	30,481	30,185	31,091	30,970	31,899	30,833	31,758	31,450	32,394	32,268	33,236
5	29,922	30,820	30,520	31,436	31,314	32,253	31,410	32,352	32,038	32,999	32,871	33,857
6	30,484	31,399	31,094	32,027	31,902	32,859	31,991	32,951	32,631	33,610	33,479	34,483
7	31,047	31,978	31,668	32,618	32,491	33,466	33,394	34,396	34,062	35,084	34,948	35,996
8	31,608	32,556	32,240	33,207	33,078	34,070	34,798	35,842	35,494	36,559	36,417	37,510
9	32,170	33,135	32,813	33,797	33,666	34,676	36,205	37,291	36,929	38,037	37,889	39,026
10	32,734	33,716	33,389	34,391	34,257	35,285	37,608	38,736	38,360	39,511	39,357	40,538
11	33,292	34,291	33,958	34,977	34,841	35,886	39,014	40,184	39,794	40,988	40,829	42,054
12	33,856	34,872	34,533	35,569	35,431	36,494	40,501	41,716	41,311	42,550	42,385	43,657
13	34,420	35,453	35,108	36,161	36,021	37,102	41,992	43,252	42,832	44,117	43,946	45,264
14	34,981	36,030	35,681	36,751	36,609	37,707	43,480	44,784	44,350	45,681	45,503	46,868
15	35,543	36,609	36,254	37,342	37,197	38,313	44,967	46,316	45,866	47,242	47,059	48,471
16	36,104	37,187	36,826	37,931	37,783	38,916	46,452	47,846	47,381	48,802	48,613	50,071
17	38,650	39,810	39,423	40,606	40,448	41,661	52,704	54,285	53,758	55,371	55,156	56,811

A - Contract Written On This Amount

B - Includes 3% Contribution To TRF

NEGOTIATION MEMORANDUM

This negotiation memorandum is executed by representatives of the Evansville-Vanderburgh School Corporation Board of School Trustees (herein called "Board") and the Evansville Teachers Association (herein called "Association"), and jointly called "Parties" for the purpose of setting out certain understandings between the Parties that arose out of collective bargaining negotiations immediately preceding this negotiation memorandum but which were not, due to their nature, incorporated in the Parties' collective bargaining agreement. And those understandings between the Parties are as follows:

1. **EVALUATION** - The following evaluation procedures will be followed.
 - (a) Observations shall be arranged so that at least one observation is made prior to November 1.
 - (b) Unless requested by the teacher, observations will not be conducted on successive days and/or periods.
 - (c) Observations will not be scheduled on the day prior to a holiday or recess.
 - (d) If observation reports contain critical or corrective information, the reports must be shared with the teacher prior to another observation being conducted.
 - (e) Written reports of observations shall be shared with the teacher within ten (10) working days. In all cases, observation reports will be shared with the teacher prior to the evaluation conference.

2. **CLASS SIZE**

K-5 SCHOOL

The class size bench mark of 26.0 will be achieved for grades four and five, and a 26.0 bench mark will be maintained for the life of this Agreement. The kindergarten class size will not exceed 37 students. Working parent transfers will not be approved when the class size reaches 32.

Prime Time guidelines apply to grades one, two, and three. Any K-5 school that has at least two (2) homeroom sections of fourth and/or fifth grade which average 29 or more students

on the E-VSC official enrollment day will receive a half-time clerical assistant. An additional half-time clerical assistant will be employed for every two (2) additional homeroom sections which average 29 or more students. Mainstreamed special education students shall be included in the above count to determine assistance in grades four and five.

Special education teachers will not be assigned duty during the instructional day.

MIDDLE SCHOOL

The instructional day for a teacher in the middle school will be a maximum of six (6) periods.

The class size bench mark of 25.0 will be maintained for the life of this Agreement.

The Corporation will provide aide assistance to assist teachers in various aspects of their duties indirectly related to student instruction, such as performing clerical duties and similar activities over and above working in six (6) duty periods. Twenty (20) aides, not cumulative from school year to school year, will be provided for each school year of this Agreement.

Special education teachers will not be assigned duty during the instructional day.

HIGH SCHOOL

The class size bench mark of 25.5 as of the official enrollment day will be maintained for the life of this Agreement. Vocational education classes will not be included in the computation of the bench mark.

In the second semester of a school year, even though the student census is less than the first semester, faculty will not be reduced accordingly, but maintained at the same level as the first semester.

The instructional day for a teacher in the high school will be a maximum of five (5) teaching periods; with the exception of teachers in double and triple period vocational programs, teachers teaching special subjects, who in the best interest of sound educational practice agree to teach an additional class, teachers who spend any portion of their time as counselors or administrators, nurse-teachers and media specialists; plus homeroom or an equivalent duty, plus planning period, plus lunch period. The remaining time within the student day will be evenly divided between a supervisory duty and preparation time.

The lunch hour will be equal in length to an instructional period.

The Corporation will provide aide assistance to assist teachers in various aspects of their duties indirectly related to student instruction, such as performing clerical duties and similar activities. Five (5) aides, not cumulative from school year to school year, will be provided in each school year of this Agreement. Three hours will be added to the five (5) hour work day of the high school teacher clerical assistant to assist the instrumental/vocal teachers and drama production sponsors.

CLASS SIZE--EXCESS:

The Corporation agrees that the class size bench marks established in this writing are desirable and will work toward them by calculating a bench mark (average class size upon which staffing is based). The number of student enrollment periods at a school divided by the bench mark equals the number of teacher periods to be provided to each school. The high school class size bench mark of 25.5, the middle school class size bench mark of 25.0, the grade four and grade five class size bench mark of 26.0, and the kindergarten class size bench mark of 40.0 will be maintained for the duration of this Agreement. The Corporation agrees to avoid excessively large class sizes. An excessive class size in the academic class section is one which exceeds the bench mark by ten (10) or more students. When the number of students in grades four and five, kindergarten or in an academic class section causes excessive crowding, the classroom teacher and school principal will attempt to resolve the situation in a timely manner. If not resolved at the building level, a condition of excess may be brought to the attention of the Superintendent through the Discussion Process. The situation will be discussed and resolved through, including but not limited to, adjustments in student schedules or by adding teaching periods.

The E-VSC will work toward compliance with Title 511, Article 7 concerning class size in special education.

3. **SITE-BASED, DECISION-MAKING MODELS** - For the life of this contract, schools may access the site-based decision making language through the ETA site-based decision making internal policy. The ETA agrees to waive the 75% vote for pursuing the concept, implementing the pilot, and moving to regular status, and replace it with a 71% affirmative vote. The ETA agrees not to change the site-based decision making internal policy for the life of this contract.

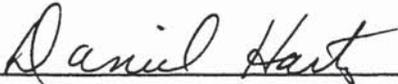
4. **TRANSFER - POSTING VACANT POSITIONS** - Teachers within a building who wish to be considered for a different teaching assignment should make their interest known, in writing, prior to February 1 of the current school year. Principals will interview all teachers who submit such a request.
5. **PREFERRED SUBSTITUTE TEACHING PROGRAM** - Those teachers participating in the Preferred Substitute Teaching Program and receiving One Hundred Ten Dollars (\$110.00) per day of duty at the close of the 1987-88 school year will continue to do so for the duration of this Agreement.
6. **SATURDAY SCHOOL** - If a Saturday School exists, positions will be posted and filled with most senior teachers who have no administrative assignment.
7. **COMPUTER FACILITATOR** - The building level computer facilitator may be granted professional leave for up to four (4) days for the purpose of staff development, expanding technology services, and facilitator training. The days will be assigned in cooperation with the building principal.
8. **ANECDOTAL RECORDS** - Personal memoranda, including parent and/or student complaints, maintained by an administrator relating to a teacher as an anecdotal record must be kept in the sole possession of the maker of the record. Memoranda that is to be used must be presented orally to the teacher within ten (10) working days, with written notification to follow as soon as possible and prior to any evaluation or disciplinary action of said teacher.
9. **TEACHERS EMPLOYED FOR LESS THAN ONE-HALF DAY** - Teachers who are currently under contract for less than one-half of the instructional day and who are being provided with full benefits will continue to receive full benefits for as long as they sign consecutive teaching contracts.
10. **SCHOOL DAY** - The Association recognizes that the seventy (70) minutes within the elementary instructional day is not duty-free time; i.e., off duty time. Duty schedules will be established which are occasional and rotating through the entire faculty. Teachers may volunteer to accept and work with students prior to the homeroom period. The Association will not interfere with any teacher who wishes to permit children to come to their homeroom prior to the beginning of school. Any concern related to the duty schedule may be referred to the Faculty Cabinet.
11. **TEMPORARY CONTRACT TEACHERS** - Teachers who have completed two (2) full, consecutive years of employment with the E-VSC as a teacher under temporary contract shall be given special consideration when they apply for vacant positions for which they hold proper certification. Special consideration will

mean that prior to the hiring of those candidates not previously employed by the E-VSC being hired, but after those on layoff or on excess status being placed, the temporary contract teacher meeting the qualifications cited for the vacant regular contract position will be hired.

12. **YEAR ROUND SCHOOL** - The following procedures will be followed by schools using a year round calendar.
- (a) Faculty Cabinet meetings will be held monthly while school is in session.
 - (b) Required meetings will not be held during an intercession.
 - (c) Teachers willing to teach non-enrichment or corporation-developed classes during an intercession will be hired according to current summer school language.
 - (d) Teachers teaching during an intercession will be paid their normal hourly rate of pay.
 - (e) Teachers in the year round school program agree to work the same number of days as teachers in the regular school program (180 student contact days plus 3 non-student contact days; 183 days total).
 - (f) A committee of three teachers and three administrators shall form a committee to evaluate the success of the alternative calendar at Lincoln Elementary School. Two of the three ETA-appointed teachers will be full-time Lincoln teachers. The Lincoln principal will be one of the three administrators on the committee. The evaluation committee will report its findings to the School Board at the end of the two-year pilot.
13. **TRANSFER: EXCESS AND ETA** - The ETA and E-VSC agree to continue to abide by the ruling issued in October 1998 by arbitrator Phyllis E. Florman over provisions governing designation of excessed teachers.

Executed this 22nd day of April, 2002.

EVANSVILLE TEACHERS
ASSOCIATION



Daniel Hartz, President

EVANSVILLE-VANDERBURGH
SCHOOL CORPORATION



Bart McCandless, Superintendent

E V S C

EVANSVILLE-VANDERBURGH School Corporation

ADMINISTRATION BUILDING

1 S.E. Ninth Street, Evansville, IN 47708

Telephone (812) 435-8453

FAX: (812) 435-8433

April 22, 2002

Mr. Dan Hartz, President
Evansville Teachers Association
2425 Highway 41 North
Evansville, IN 47711

Dear Mr. Hartz:

This letter will serve to supplement the collective bargaining agreement, effective July 1, 2001, between the Evansville-Vanderburgh School Corporation (the Board) and the Evansville Teachers Association (the Association). The supplemental agreements set out below will remain in effect until June 30, 2003.

The supplemental agreements between the Board and the Association are as follows:

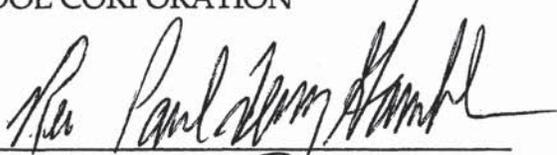
1. Stipends will reflect 20% reduction for:
 - high school ECA
 - middle school academies (reduce total number to 140)
 - middle school ECA
2. The following will be eliminated:
 - high school after school science
 - summer school for seniors
 - Friday/Saturday school
 - middle school reserve volleyball
 - middle school flag football
 - elementary academies
3. Staffing Changes:
 - middle school staffing will be at a ratio of 26.0 to 1
 - high school staffing will be at a ratio of 26.5 to 1
 - minimum class size = 15 (middle school and high school)
 - maximum class size = 35 (middle school and high school)
4. Swimming
 - per high school: 1 head coach at \$1,567
1 assistant coach at \$500

In recognition of the supplemental agreements between the Board and the Association set out above, both parties have signed this letter.

EVANSVILLE VANDERBURGH
SCHOOL CORPORATION

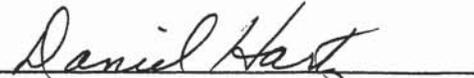
EVANSVILLE TEACHERS
ASSOCIATION

BY:



Paul T. Gamblin, President

BY:



Daniel Hartz, President

DATE

4-22-02

