

#830222

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES
GARY COMMUNITY SCHOOL CORPORATION

AND

GARY TEACHERS UNION, Local No. 4
AFT, AFL-CIO

January 1, 1999
through
December 31, 2001

7/24/02

97 pages



1942

1. The first part of the report
deals with the general
principles of the
method. It is
found that the
method is applicable
to a wide range of
cases. The results
are compared with
those obtained by
other methods and
found to be in
good agreement.

2. Application to the case of a...

In this section the
method is applied to
the case of a...
The results are
found to be in
good agreement
with those obtained
by other methods.

3. Discussion of the results...

The results obtained
in this report show
that the method is
applicable to a wide
range of cases. The
results are in good
agreement with those
obtained by other
methods.

4. Conclusions...

It is concluded that
the method is applicable
to a wide range of
cases. The results
are in good agreement
with those obtained
by other methods.

References

1. ...

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ARTICLE I RECOGNITION

The Gary Board of School Trustees recognizes the Gary Teachers Union, Local #4, AFT, as the sole and exclusive bargaining representative of all the members of the bargaining unit which consists of all professional personnel with a ratio of 1.0 on the teachers' salary schedule including all classroom teachers, librarians, social workers, nurses, guidance counselors, and anyone on permanent substitute assignment in any of the named positions.

ARTICLE II DEFINITIONS

- A. ADMINISTRATOR - Any person having administrative and/or supervisory responsibility.
- B. COMBINATION LENGTH OF SERVICE - In the Building Assignment Procedures, the word "combine" or "combination" shall mean the "sum".
- C. CONTRACTS (See also Article XXXI-C)
 - 1. Full-time shall mean any teacher who serves under contract for six (6) hours per school day for five days per week, or thirty (30) hours per week.
 - 2. Part-time shall mean any teacher who serves under contract for less than six (6) hours per school day for five days per week, or less than thirty (30) hours per week.
- D. CREDITABLE SERVICE - Creditable Service for the purpose of computing benefits for retirement, resignation, termination or death shall be certified by the Personnel Department, and shall mean the number of years of teaching experience in the Gary Community School Corporation, plus any allowable (1) Military Service Credit (2) Outside-Gary teaching experience, not to exceed 10 years, and (3) Job-Related experience for which credit is granted on the Teachers' Salary Schedule.
- E. DAYS - "Days" unless otherwise specified shall mean all days other than Saturdays, Sundays, and Legal Holidays.
- F. EDUCATIONAL FUNCTION - Educational function shall mean the performance by a school corporation, or its officers or employees, of an act or series of acts in carrying out its school purposes. (IC 20-8.1-5.1).
- G. LENGTH OF SERVICE
 - 1. School Corporation Seniority

The length of continuous service of a teacher under regular contract and while on official leave of absence for which experience credit is granted. Other official leaves of absence shall not interrupt the continuous service requirement but the period of the leave shall not be counted in the computation of length of service.

The length of service of persons who have left the bargaining unit for a non-bargaining unit position with the Gary Community School Corporation and returned from said position shall be equal to their total length of continuous service in the Gary Community School Corporation.

2. Building Seniority

The length of continuous service of a teacher within a school while under regular contract and while on a one semester or one school year official leave of absence for which experience credit is granted.

Teachers on a one semester or one school year official leave of absence for which experience credit is not granted shall not have said time on leave counted toward their building seniority.

Teachers who are on any official leave of absence in excess of one (1) school year or persons who have left the bargaining unit shall lose their building seniority.

- H. PARTIES - The parties to this Agreement are the Gary Board of School Trustees referred to in this Agreement as the BOARD and the Gary Teachers Union, Local #4, AFT, referred to in this Agreement as the UNION.
- I. PRINCIPAL - The administrator of any school, work location, or other administrative unit.
- J. SCHOOL - Any school, work location, or other administrative unit.
- K. SCHOOL PURPOSES - School purposes shall mean the authority of each school corporation throughout its jurisdiction to promote knowledge and learning generally diffused and to take actions as necessary to an orderly and efficient educational system therein, amplified by IC 1971, 20-5-2-1, and by any other statute now or hereafter enacted setting out the authority or duties of school corporations or their governing bodies. (IC 20-8.1-5.1)
- L. TEACHER - Any member of the bargaining unit.
- M. TEMPORARY POSITION - Position for a teacher on a long-term leave of absence or a position which has been filled according to the terms of Article VIII, Sections E- 9 (d).
- N. UNION BUILDING COMMITTEE - The Union Building Committee shall be made up of no more than (1) Three teachers in all schools with twenty teachers or less. (2) Five teachers in all schools with twenty-one to fifty teachers. (3) Seven teachers in all schools with fifty-one teachers or more.
- O. UNION BUILDING REPRESENTATIVE - The teacher in each school elected by Union members in that school to serve as their building representative.

**ARTICLE III
FAIR PRACTICES**

- A. The Board agrees to continue its policy of not discriminating in the hiring placing, assigning promoting, or termination of any teacher on the basis of race, creed, color, national origin, sex, or marital status or membership or participation in, or association with the activities of any teachers' organization.

- B. The Union agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, or marital status or membership or participation in, or association with the activities of any teachers' organization.

ARTICLE IV GRIEVANCE PROCEDURE

A. Definitions

1. "Teacher"- shall mean any person within the scope of the bargaining unit employed by the Board or any number of teachers within the scope of the bargaining unit similarly affected by a grievance.
2. A grievance is defined as an allegation that there has been a violation of the Contract and/or written Board and Personnel Policy covering established practices of teachers covered by this contract and/or established local working conditions or practices in effect at the time of the signing of this Contract and not inconsistent with this Agreement. Each written grievance shall cite the specific alleged violation.
3. "Days"- Unless otherwise specified, shall mean all days other than Saturdays, Sundays, and Legal Holidays. Saturdays, Sundays, and Legal Holidays shall be excluded in computing the number of days within which action must be taken or notice given.
4. "Principal" - shall mean the administrator of any school or, when a principal is not responsible for the area in which the grievance arose, it shall mean the person to whom the teacher is directly responsible.

B. Three Stage Grievance Procedure

1. First (1st) Stage - Principal

Any teacher who believes that he/she has a justifiable grievance may request an informal meeting with the principal or the principal's representative, with or without the Union Building Representative for the school being present, as the teacher may elect, with a view to arriving at a mutually satisfactory resolution of the complaint. In the event a group of teachers is involved, a small representative group of such teachers may be present, if they so desire. The principal, or his/her designated representative, shall schedule a meeting to be held within three (3) days after the teacher's request.

Differences which the parties are unable to resolve informally may be presented in writing to the principal by the Union Building Representative. Such grievance shall be dated and signed by the aggrieved teacher and the Union Building Representative. When all teachers, or group of teachers in a school or subdivision of that school are involved, the Building Representative shall sign the grievance and shall identify the group involved.

At any meeting during the informal or formal stage one (1), if either party believes assistance is necessary, he/she may request assistance and the parties shall meet at a mutually agreeable time. The request for such assistance shall not relieve the principal and the Building Representative from the responsibility of settling the issue.

Within five (5) days after presentation of the grievance in writing to the principal, said principal shall submit his/her decision in triplicate, together with the supporting reasons, to the Union Building Representative.

2. Second Stage - Superintendent

- a. If the grievance is not resolved at the first stage, the Union may request, in writing, a meeting with the Superintendent of Schools or his/her designated representative. Such meeting shall be requested within five (5) days of the receipt of the decision in Stage One (1). The Superintendent or his/her designated representative shall set a date for said meeting within three (3) days of the receipt of the request and shall notify the Union of this date at least two (2) days in advance of the meeting. The meeting shall take place within ten (10) days of the receipt of this request. Within seven (7) days after the said meeting, the Superintendent or his/her designated representative, shall submit his/her decision in triplicate, together with supporting reasons, to the Union.

At this meeting and in any meeting at succeeding stages of this procedure the Superintendent or his/her designee and the Union shall have the right to have in attendance any persons they deem necessary for proper discussion of the grievance.

- b. If the grievance is not resolved with the Superintendent or his/her designee, the Union may request a meeting with the Board in an effort to resolve the grievance. Said request must be made within fifteen (15) days after a decision is rendered by the Superintendent or his/her designee.
- c. If the grievance is not resolved by a meeting with the Board within thirty (30) days from the receipt of the Second Stage decision, the Union may, within fifteen (15) days, proceed to arbitration.

3. Third Stage - Arbitration

- a. If the grievance is not resolved at the Second Stage and there has not been a request for a meeting with the Board (by either party), the Union may appeal the grievance to arbitration within fifteen (15) days of the receipt of the Second Stage decision. This proceeding may be initiated by notifying the Superintendent and American Arbitration Association (AAA) of a request for arbitration.

The AAA shall be the source of the arbitrator. The voluntary labor arbitration rules of the AAA apply to the proceeding unless specifically otherwise noted in this contract.

All costs of the aforementioned proceedings shall be defrayed as follows: one-half (1/2) by the teacher and/or Union and one-half (1/2) by the Gary Community School Corporation.

The arbitrator shall not be bound by formal rules of evidence; however, normal cross-examination rights will be maintained.

The award of the arbitrator shall be final and binding on both parties.

The Union shall exhaust the grievance procedure prior to bringing any suit in a court, except where immediate and irreparable harm would result despite following the grievance procedure and arbitration.

- b. However, any award of an arbitrator based exclusively on Article XXXVII of this Contract shall be considered advisory only. It is the intent of the parties to abide by the terms of Article XXXVII and to uphold the decisions of an arbitrator which are consistent with the terms of Article XXXVII.
- c. In the event that the Board fails to honor the decision of an arbitrator because it believes the Advisory Award of the arbitrator to be inconsistent with the terms of Article XXXVII, nothing herein shall be interpreted to restrict, in any way, the right of the Union to bring suit for specific performance and/or breach of performance of this Collective Bargaining Contract in any court having jurisdiction thereof.

The Union shall exhaust the grievance procedure prior to bringing any suit in a court, except where immediate and irreparable harm would result despite following the grievance procedure and arbitration.

C. General

1. Written grievances shall contain a clear and concise statement of the grievance, the issue involved, and shall in each instance state the specific alleged violation.
2. Grievances which are not filed initially in the proper stages of the grievance procedure or with the proper person shall be referred by Union and School Corporation representatives to the proper stage and the proper person.
3. All data and other material not readily available to the Union which bear on the issues raised by a grievance shall be made available upon request of the Union providing said material is readily available to the School Corporation.
4. Grievances arising from the action of authority other than a principal may be initiated in the second stage of the grievance procedure.
5. The Union shall have the right to initiate and appeal a grievance.
6.
 - a. A grievance should be filed as soon as is practicable after knowledge of the facts giving rise to the act or condition which is the basis of the grievance.
 - b. In no case shall a grievance cite as an alleged violation a specific act which occurred more than thirty (30) days previous to the filing of the written grievance; however, a teacher may at any time cite a violation which is a continuing violation.
 - c. In no case shall a grievance cite as an alleged violation a condition which terminated more than thirty (30) days previous to the filing of the written grievance unless a lack of knowledge of the act or condition is the reason for having failed to honor these time limits, in which case, the grievance must be filed within thirty (30) days after becoming aware of the aforesaid act or condition.
 - d. The thirty (30) day time limit for the initial filing of a grievance shall not apply after a principal or the Director of Personnel has received a written

dated notification of a possible grievance, unless the principal or Director of Personnel responds to this notification of a possible grievance with a written dated request that the time limits of this section be honored. This request shall be sent to the aggrieved teacher with copies to the Union Building Representative and the Union Grievance Chairperson. The formal written grievance shall then be filed in the appropriate stage no later than thirty (30) days after receipt of the principal's or Director of Personnel's request unless it is a continuing grievance.

- e. Summer vacation days shall be excluded in computing this thirty (30) day time limit for the initial filing of a grievance.
7. All meetings held under the terms of the grievance procedure shall be held in private unless mutually agreed that it is to be a public meeting.
8. All decisions rendered under the terms of the grievance procedure shall be sent to the Union by U.S. mail.
9. Failure at any stage of this procedure to submit the decision on a grievance within the specified time limits shall permit the Union to take the grievance to the next stage of this procedure within the time limits for the appeal from that stage. Failure at any stage of this procedure to take the grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision.
10. At any time during the grievance procedure prior to the submission of a grievance to an arbitrator, either party may request a conference the purpose of which shall be:
 - a. To stipulate to as many of the facts as possible;
 - b. To identify which facts and/or issues remain unresolved;
 - c. To exchange any new and/or additional information which may help to resolve the grievance;
 - d. To resolve the grievance, if possible, at this conference.
11. Time limits outlined in this grievance procedure may be extended by mutual agreement of the parties involved, in which case, it is clearly understood by the parties that the grievance is held in abeyance and that no party shall suffer any penalties as a result of the extension of time limits.
12. Failure to file a grievance shall not be interpreted as agreement with any interpretation of and/or change in this Agreement and/or written Board and Personnel Policy and/or established local working conditions or practices.
13. Settlement of grievances may or may not be retroactive as the equity of the particular cases demand, but in no event shall retroactive payment to a teacher commence earlier than thirty (30) days prior to the date of filing the written grievance except for situations covered by Article XXXIV, Section D of this Agreement and except where there was a lack of knowledge of the act or condition which was the basis for the grievance.
14. If a condition or problem is of such a nature as to present a possible violation of Article XXIV, Section F, the Building Representative may go directly to the office of the principal for a meeting in an effort to resolve the situation. If either party believes assistance is necessary, he/she may request such assistance, and they

shall meet at the earliest possible time. In addition, an officer of the Union may go directly to the Office of the Superintendent in an effort to resolve the situation.

15. No documents, communications or records dealing with the processing of a grievance shall be filed with the personnel file of the participants except upon the written request of the aggrieved teacher.
16. A grievance may be withdrawn by the Union at any time.
17. Released time without loss of pay shall be provided for teachers who must attend meetings scheduled under terms of this procedure.
18. No reprisal or punitive action of any kind shall be taken by either party against either party of interest or by a participant in the grievance procedure by reasons of such arbitration.
19. At the request of either party a record shall be kept of any proceedings at the Second Stage or higher stage held in accordance with the Grievance Procedure and a transcript made. The cost shall be defrayed as follows: one-half (1/2) by the teacher and/or Union and one-half (1/2) by the Gary Community School Corporation.
20. If the contract has been violated, but the language of the contract does not suggest an appropriate remedy, and the parties are unable to agree on an appropriate remedy, the aggrieved may continue to process the grievance in an effort to attain an appropriate remedy. When a grievance is processed to the third stage of the grievance procedure, the arbitrator shall have the authority to fashion an appropriate remedy.

D. Mini-Arbitration

1. It is agreed by the parties that a provision for Mini-Arbitration as an alternative to arbitration procedures provided in Step 3 of the Grievance Procedure may be invoked at the request of the Union. The Superintendent of Schools or his/her designee must respond to the request for Mini-Arbitration within five (5) days of its receipt. If the Superintendent or his/her designee denies said request or fails to respond within said time limits, the Union may proceed to arbitration under the provision of Section B-3, of this Article.
2. Decisions rendered as a result of the Mini-Arbitration procedure shall be without prejudice to future interpretations of the Contract. The parties shall agree to the scope of Mini-Arbitration and to the procedures by which arbitrators shall be selected. Mini-Arbitration shall be subject to paragraphs five (5) and six (6) of Section 3a.

ARTICLE V TEACHER PARTICIPATION ON SCHOOL COMMITTEES

A. Professional Issues Committee

A committee shall be convened by the Superintendent for the purpose of exploring and recommending, where necessary, implementation of professional issues listed below. The committee shall be composed of an equal number of teachers appointed by the Union and administrators appointed by the Superintendent. Where, in the judgment of the committee, other persons, including parents, are needed for the proper discussion

and resolution of an issue, they shall be appointed by the Superintendent. Those issues include, but are not limited to:

1. Peer Intervention Program
2. Decision Sharing
3. Career Development
4. Educational Research and Dissemination
5. Teacher Recruitment
6. Student Discipline
7. Effects of the nine-period day in the Middle Schools
8. More Effective Schools

B. Evaluation of the Instructional Program

1. The study of city-wide* methods of evaluating the effectiveness of the instructional program of the schools shall be an on-going process involving both the administrative-supervisory staff and the teaching staff.
2. The composition of city-wide committees which are established to study, review, and recommend measuring devices and other material to evaluate the instructional program shall be such that the number of non-teacher personnel shall not exceed the number of teachers.
3. The Union shall have the right to designate a representative to evaluation study committees, which representative shall be counted as a teacher on the committee roster.

C. Development of Educational Goals

1. The study and development of city-wide* educational goals shall be an on-going process involving the administrative-supervisory staff and the teaching staff.
2. The composition of city-wide committees studying, reviewing and developing educational goals shall be such that the number of non-teacher personnel shall not exceed the number of teachers.
3. A city-wide joint committee composed of Union and administration representatives shall be formed with the purpose of achieving the educational goals of quality integrated education for each pupil in the schools. The committee will investigate ways of achieving integrated education and make recommendations to implement programs which will further integration of pupils.
4. The Union shall have the right to designate a representative to committees studying educational goals, which representative shall be counted as a teacher on the committee roster.

D. Curriculum Development

1. City-wide curriculum review, development, and alignment shall be an on-going process involving both the administrative-supervisory staff and the teaching staff. This process shall include the review of course offerings (pre-K - 12).
2. The composition of city-wide* curriculum study committees shall be such that the number of non-teacher personnel shall not exceed the number of teachers.
3. The recommendations for the selection of city-wide curriculum materials including textbooks, films, supplementary printed materials, and other instructional materials shall be made by committees whose composition shall be

such that the number of non-teacher personnel shall not exceed the number of teachers.

4. Procedures shall be developed whereby teachers may order and use materials for particular instructional purposes even though such materials are not included in periodically revised lists of curriculum materials.
 5. The Union shall have the right to designate a representative to curriculum committees, which representative shall be counted as a teacher on the committee roster.
- E. The School Corporation shall provide for a joint Teacher/Administrator Retirement Committee to provide teachers with the latest information and options available on retirement.

**"City-wide" shall mean more than one (1) school.*

(See also Article XXXVI, Sections L and O)

ARTICLE VI PUPIL DISCIPLINE

A. Discipline Problem Procedures

1. The teacher shall be given firm and consistent administrative support in the handling of discipline problems and in the maintenance of good order necessary in the performance of educational functions. The principal, in consultation with the Union Building Committee, shall develop procedures for the handling of discipline problems. In each school at the beginning of the school year, and on other occasions as needed, the principal will review Article VI of this Contract with the staff.
2. It is recognized that some children present chronic and severe discipline problems and may not benefit from regular classroom placement. Such children impede and undermine the learning opportunities of the other children in the class and may, in some cases, constitute a threat to the safety of the teacher and the other children. When a child's actions are so disruptive, as previously noted, the School Corporation will make every effort to make some other placement of the child, or the child shall be removed from school within the limits of the laws governing school attendance.
3. It is recognized by the parties that the law of Indiana clearly accords to the public school teacher in proper cases the same right over a child in his/her school as is possessed by the parent, and this includes the right to administer corporal punishment when it is appropriate. The law is well settled in this State that the teacher stands in *loco parentis* to the child, and his/her authority in this respect is no more subject to question than is the authority of the parent. The teacher's authority and the kind and quantum of punishment employed to meet a given offense is measured by the same rules, standards and requirements as fixed and established for parents.

Each teacher shall have the right to take any action which is then reasonably necessary to carry out, or to prevent an interference with the educational function of which he/she is then in charge. Educational function includes any act or series of acts which carry out school purposes.

4. A teacher may exclude from any educational function a child whose behavior causes serious disruption pending adjustment of the problem. A teacher may dismiss a student from his/her classroom for a period not to exceed one (1) day. The student may attend other classes or activities of the school.

The teacher must: (1) Instruct the student to leave the classroom or area, (2) Tell the student where he/she should report and when he/she may return to his/her classroom, and (3) Notify the administration using the Report of Student Conduct Form of the incident, action taken, and instructions provided for the student (Form SDP-1). Such forms shall be explained at the beginning of the school year and on other occasions as needed.

- a. The student who is excluded shall not be readmitted to the educational function until some adjustment is made following a conference which will include at least the following: Principal (or his/her designee in his/her absence), the teacher, and the chairperson of the Union Building Committee (or his/her designee), if the teacher requests a conference. The conference may result in the student being suspended by the principal until a parent conference has been scheduled. The recommendations of the teacher shall be a major factor in decisions.
- b. A student who is readmitted to the same class and continues his/her disruptive behavior shall, upon the written request of the teacher, be referred to the Union Building Committee for investigation of the cause of the problem and possible solution of same. The school's Union Building Committee's findings and recommendations shall be a major factor in the decisions of the administration to alleviate the discipline problem.

5. Procedures to be followed when teachers are battered:

- a. A student who commits battery on a teacher who is in the performance of his/her duties, including extra-curricular duties, shall be suspended immediately according to procedures established for this purpose. Prior to readmittance, the principal shall (1) conduct a thorough investigation to establish reasonable assurance that the student's return to school would not constitute a threat to the safety of the teacher and/or pupils; (2) hold a conference with the teacher and the Union Building Representative; and, (3) within forty-eight hours of the suspension, request a recommendation from the Union Building Committee. A student shall not be readmitted to the teacher's class without approval of the teacher; however, such approval shall not be unreasonably withheld.
- b. The student may remain suspended for the maximum period permitted by statute (five days). If the student's conduct constitutes grounds for expulsion or exclusion, the school administrator will (1) Request expulsion and (2) Request the hearing officer to suspend the student pending the hearing officer's determination on the student expulsion or exclusion matter.

B. Assistance in Battery Cases

A teacher shall report, in writing, to the principal and to the Personnel Director, all cases of battery suffered by the teacher in connection with his/her employment.

Principals shall report to the Superintendent all cases of battery suffered by teachers in connection with their employment.

1. The teacher shall provide, in writing, the School Corporation with all pertinent information available to the teacher.
2. The School Corporation shall inform the teacher immediately of his/her rights under the law and shall provide such information in writing.
3. The School Corporation shall notify the teacher of its readiness to assist the teacher as follows:
 - a. By obtaining from police and the principal relevant information concerning the incident.
 - b. By acting in appropriate ways as liaison between the teacher, police and the courts.
 - c. By accompanying the teacher in criminal court appearances when teachers are involved as a result of proper performance of their duties.

C. Legal Representation - The School Corporation will, upon receipt of written request, provide legal representation for teachers charged with a criminal offense as a result of the proper performance of their duties.

D. Absences Resulting from Battery

Absences which result from a battery while the teacher was properly performing his/her duties, including extra-curricular duties, and which occur within one calendar year (twelve months) of such battery are not to be charged against sick leave. Rather, the teacher shall be paid his/her regular gross earnings for any absences which occur during such period.

In cases where the teacher elects to claim workmen's compensation for the temporary disability, temporary disability payments will be deducted from gross earnings received during the calendar year following the injury only. There shall be no deductions for temporary disability payments received after the calendar year or for other benefits received under the Workmen's Compensation Act of Indiana. Provided, however, the maintenance of earnings for the one-calendar year shall not duplicate any other salary benefits financed by employer contributions.

Proof of eligibility for this benefit and rights of the employer, under this provision, shall be the same as for workmen's compensation.

E. Other Claims Resulting from Battery - There shall be no duplication of any other benefits financed by employer contributions.

F. Corporal Punishment - Corporal Punishment shall be administered in an objective manner and in such a way that no permanent injury can result. Such punishment should be dispensed in the presence of an adult witness. When administering a paddling to a student for disciplinary purposes, an adult witness shall be present.

G. Student Dismissal Hearing under IC 8.1-5.1 (Title XX)

1. There shall be prior consultation regarding the case to be presented with the teacher(s) involved, the Union Building Representative, and the administrator who will be presenting the case well in advance of the presentation of the case,

- when possible. In no case shall this consultation occur less than twenty-four (24) hours in advance of the hearing.
2. When a teacher is to testify at a student dismissal hearing, he/she shall have a minimum of forty-eight (48) hours notice of the hearing.
 3. A person designated by the Union (Union representative or legal counsel) shall be permitted to attend hearings, at the request of a complaining witness who is to testify at a student dismissal hearing.
- H. Study Committee - The feasibility of establishing a special service school for students who are identified as causing serious and chronic disciplinary problems shall be the subject of a study when requested by the Union involving both the Administrative-Supervisory staff and the teaching staff.
- I. General - Whenever administratively possible, inexperienced teachers will be assigned no more than a limited number of classes and/or supervisory assignments (e.g., lunch duty, bus duty, hall duty, etc.) presenting instructional and/or disciplinary problems.

ARTICLE VII NEW ASSIGNMENTS

The Union shall be informed of the qualifications for any assignment which includes duties that do not require state certification prior to the posting of such positions. The positions will be filled according to the terms of the Contract. This includes, but is not limited to, Resource Teachers, Coordinators of Student Affairs, Coordinators of Basic Skills and Head Teacher positions that are within the scope of the bargaining unit.

ARTICLE VIII TEACHER ASSIGNMENTS WITHIN A BUILDING

- A. 1. **"Assignment"** shall mean the majority of the instruction periods of a teacher or the majority of days assigned to a building. In calculating the majority assignment, extra-pay assignments and non-teaching duties shall not be included. In the event there is not a majority of subjects taught in a given department, the principal, along with the teacher involved and the Union Building Representative, shall determine to which department the teacher belongs. This determination shall be made as early in the school year as possible but in no case a period that exceeds two weeks from the opening of school. The teachers in the department selected shall be notified in writing within five (5) days after the decision.
2. **Multi-School Assignment**
- The majority of days assigned to a building shall constitute a majority assignment. In the event there is not a majority assignment in a given building, the supervisor, along with the teacher involved and a Union representative, shall determine to which building the teacher belongs. This determination shall be made as early in the school year as possible but in no case a period that exceeds two weeks from the opening of school. The teachers in the building selected shall be notified in writing within five (5) days after the decision.

The special area teacher shall have the right to remain in the majority assignment. In the event the majority assignment is eliminated, the teacher may choose to remain in the building, under the provisions of Article VIII, Section F-13, or shall be declared surplus and placed in the city-wide surplus pool.

B. Elementary Only

1. A normal teaching assignment for a teacher in a self-contained class shall consist of one class of students in one grade level.
2. A normal teaching assignment of specialized instruction in the Intermediate grades for a teacher of language arts-social studies shall consist of no more than two classes which shall be of the same grade level wherever possible.
3. A normal teaching assignment of specialized instruction in the intermediate grades for a teacher of science-mathematics shall consist of no more than three classes of the minimum number of grade levels possible.
4. Exceptions may be made only for good and just cause.

C. Secondary Only

1. A normal teaching assignment shall provide for no more than two courses. In no case shall the number of courses exceed three except by the written consent of the teacher.

For the purposes of this section, a course is identified in the COURSE DESCRIPTION GUIDE for secondary schools. It shall be the responsibility of the Secondary Department to revise and make available to each school the COURSE DESCRIPTION GUIDE which shall include mini-courses and all other current course offerings.

2. No teacher in the Senior High school shall be assigned to teach more than three consecutive fifty-five minute periods except with the written consent of the teacher.
3. No teacher in a Middle or Junior High school shall be assigned to teach more than three consecutive forty minute periods except with the written consent of the teacher.
4. Senior High School teachers shall not be scheduled to teach more than five (5) fifty-five minute class periods per day except for emergencies.
5. Junior High or Middle School teachers shall not be scheduled to teach more than six (6) forty minute class periods per day except for emergencies.

D. Special Education K-12

1. For purposes of this section, a course is identified as a content area in the areas of Mathematics, Language Arts, and Reading. (Concept of Continuum of Service)

The instructional range within a class shall not exceed three (3) consecutive instructional levels (i.e., 2-4, 6-8, 9-11, etc.).

2. Violation of instructional level range will be considered an additional preparation for the period during which it exists.

3. Teachers of part-time and full-time programs will not be required to teach more than one content area/course during the same period.

E. Librarians

1. The assignment of each librarian shall recognize that librarians are teachers - licensed, certified, professional personnel who have the responsibility to implement the school library program.
2. The library is the multimedia resource center for the entire school and is intended to be used as needed by students from all classrooms.
3. Time and/or staff shall be provided to enable librarians to take an accurate inventory annually.
4. In any elementary school where the student population is 1,000 or more, a full-time aide shall be provided for the librarian.
5. Classes shall not be scheduled into the library to provide planning time for teachers.

F. Both Elementary and Secondary

1. The number of different rooms in which assignments occur shall be held to the minimum where administratively possible.
2. Where administratively possible each teacher shall have the right to continue in his/her present assignment provided he/she has the proper qualifications.
3. Every effort shall be made in teacher assigning and programming procedures to provide for equitable teaching assignments. Nothing in this section shall be construed to prevent the establishing of a system of rotation of assignments of classes of varying ability and/or establishing a balance of each teaching assignment of classes of varying ability levels. Such systems of rotation of assignments and/or balancing of teaching assignments shall be established only after consultation with the teaching staff involved.
4. Home room assignments and other similar assignments will be made under clearly defined procedures and on an equitable basis.
5. Notice of vacancies and new positions within a building shall be posted on a bulletin board set aside for that purpose. The posted notice shall be revised as often as is necessary to keep it current until the close of the school year.
6. A list of teachers giving current building, city-wide and combined seniority shall be maintained in each school and made available to any teacher upon request.
7. Prior to January 1 of each school year, the principal or his/her designated representative shall distribute a preference form to each member of the staff on which the teacher shall indicate his/her preference of teaching assignments for the next school year. The principal shall have completed preference forms for each teacher in his/her school on or before January 15.

These forms shall be used when developing the schedule for the following year with preference for open assignments given to teachers presently teaching in the department, grade level or subject area.

Further, these forms shall be kept on file for one (1) calendar year. It is understood that a standard form, in duplicate, will be developed for city-wide use.

8.
 - a. Prior to the first draft of the building schedule, the principal or his/her designated representative shall confer with each department/grade level to determine needs, anticipated courses/classes and assignments, and scheduling of courses.
 - b. Principals shall meet with each department/grade level to discuss the proposed final draft of the building schedule and teacher assignments prior to the last two weeks of school.

The Union will immediately contact the appropriate Central Office administrators where known violations of this procedure occur.
 - c. Where possible each teacher shall receive his/her assignment for the following school year prior to the requisitioning of books.
 - d. Based on available information, each teacher shall be notified in writing of his/her subject, grade level, and room assignment for the next school year prior to the last day of school. Every effort shall be made to notify teachers prior to the last two (2) weeks of school.
 - e. Modifications may be made only when significant changes occur in data related to teacher assignments. The teacher shall be notified immediately of any such changes.
9. By October 1, all teaching assignments, excluding Kindergarten, shall be fixed for the school year.
10.
 - a. When an assignment is or becomes open, and two or more teachers, who are equally qualified for the vacancy, express a preference for the vacancy, preference shall be given to the teacher who is presently teaching in that department, grade level or subject area with the greatest length of combined service.
 - b. When two or more teachers who are not members of a given department, grade level or subject area, express a preference for a vacancy, a combination of length of service shall be the determining factor.
 - c. When only one qualified teacher within the building has expressed a preference for an assignment which is or becomes open, he/she shall receive the assignment.
 - d. If a vacancy occurs during the school year, such vacancy may be filled immediately in accordance with the procedure established above or may be temporarily filled until the end of the school year.
11. Temporary Position Assignments
 - a. A teacher who accepts a temporary position shall be given advance notice, in writing, that the position is a temporary one that terminates at the end of the school year. A copy of the notification signed by the teacher, principal and personnel director shall be placed in the teacher's personnel files and a copy shall be sent to the Union.

- b. A teacher who transfers to a temporary position does not become a permanent part of the staff, and is automatically surplus from the building at the end of the school year.
- c. A teacher who accepts reassignment to a temporary position is automatically surplus from the position at the end of the year. Said teacher shall be reassigned to any open position for which he/she is qualified (within the building). If there are no open positions, said teacher will be placed in the city-wide surplus pool.

12. Part-Time Positions/Contracts

- a. All teaching assignments which are less than full-time shall be filled by the personnel department on a city-wide basis. Such assignments shall be paired, where possible, to create full-time positions.
- b. Teachers who accept part-time positions shall not have the right to be reassigned to full-time positions within the building.
- c. All teachers serving under part-time contracts shall be declared surplus at the end of the school year. They shall not lose any rights they may have to full-time contracts for the following year.

13. When there is a reduction in the number of teaching assignments within a department, grade level, or subject area due to changes in course offerings, and/or reduction in pupil enrollment, qualifications of the teachers being equal, the teacher in that department, grade level, or subject area with the least length of combined service within the building and within the school system shall be reassigned first. Subsequent reassignments for the same cause shall be made in like manner.

In implementing this section, the following steps shall be adhered to:

- a. Teachers shall be declared surplus in the department or grade level, on the basis of least length of combined service.
They may choose to remain in the building or be placed in the city-wide surplus pool.
- b. If the affected teacher(s) chooses to remain in the building and there are no open positions for which he/she is qualified, said teacher shall be reassigned only after determining the teacher with the least length of combined seniority in the departments, grade level(s) and/or subject area(s) for which the affected teacher is qualified. The teacher with the least length of combined seniority shall be declared surplus and the affected teacher shall be assigned to the position.
- c. If, after following steps (a) and (b), there is still a surplus of teachers in the building, other teachers whose assignments are not affected may choose to be placed in the city-wide surplus pool.
- d. If there is still a surplus of teachers, after following steps (a), (b) and (c), remaining teachers shall be declared surplus from the building on the basis of least length of combined service.

- e. In an instance where combined service is equal, the maintenance of racial staff balance shall be the determining factor in declaring a teacher surplus.
14. These provisions for assignments within a building shall be the subject of continuous study. Exceptions to these provisions may be made by the mutual agreement of the Union and the Gary Community School Corporation as represented by the Personnel Department.

G. Conference and Preparation Periods

Instruction that will meet individual needs of students requires time in excess of the time a teacher spends working directly with students. Some of this required time is provided through conference and preparations for teachers within the normal work day. Teachers normally remain in the building during these conference and preparation periods. Teachers shall have the right to leave the building during the conference and preparation periods for educationally related reasons. The teacher shall orally notify the principal's office of the absence and the destination. Teachers shall not be expected to perform any other duties or attend any other meetings or conferences during these periods except those specifically provided for in this Agreement.

1. Elementary Planning Time

- a. Each teacher shall have one continuous thirty-five minutes preparation and conference period each school day which normally shall be scheduled during the first thirty-five minutes of the teacher's normal work day. The scheduling of this preparation and conference period in either the morning or afternoon shall be consistent in every elementary school city-wide.

The School Corporation may change the schedule of the preparation period between school years, but not during a school year.

- (1) At the beginning of the school-year, a classroom teacher will be responsible for scheduling one group conference for parents during the preparation and conference period.
 - (2) Each elementary teacher will assume the professional responsibility for scheduling parent conferences to improve school-home relationship at the following times.
 - (a) a child is having a learning problem,
 - (b) a child is experiencing a behavior problem.
 - (c) when a parent requests a conference.
 - (d) when a child is referred to the principal for special testing or for disciplinary reasons, and the principal recommends a parent conference subsequently.
- b. In addition to subsection (a) above, each teacher in a self-contained classroom in grades 1-6 and each special area teacher shall have a minimum of two (2) hours per week for preparation and conference time. Such preparation and conference time will be distributed throughout the week as evenly as administratively possible.
 - c. In addition to subsection (a) above, where elementary classes are departmentalized, the elementary teacher shall be provided with a

minimum of two (2) fifty-five minute periods for preparation and conference during the week. Such preparation and conference time will be distributed throughout the week as evenly as administratively possible.

- d. In addition to subsection (a) above, kindergarten teachers shall be provided with a minimum of two hours per week for preparation and conference time.
- e. Each period included in the minimum weekly preparation and conference time shall be twenty-five (25) minutes or longer.

2. Secondary Planning Time

- a. Each teacher in the High School shall have during the normal school day a minimum of one continuous fifty-five (55) minute period which shall be for the purpose of preparation and conferences.
- b. Each teacher in a Junior High or Middle School which has the same schedule as High School will have one continuous fifty-five (55) minute period which shall be for the purpose of preparation and conference.
- c. Each teacher in a Junior High or Middle School which has a six-period teaching schedule will have two (2) forty minute periods per day which shall be for the purpose of preparation and conferences. Whenever possible this time shall be scheduled as follows: one (1) period in the morning and one (1) period in the afternoon.
- d. The principal will, when possible, schedule planning periods for Home Economics teachers immediately before or after lunch or during the last period of the day.
- e. Each Department Chairperson in English and Social Studies is provided one period to take care of departmental duties. To the extent possible, the work-conference periods for chairpersons of other departments are to be scheduled the last period in the school day.

3. Special Area Teachers With Split Assignments - Where possible within the normal school day, special area teachers with split assignments shall have their conference-preparation periods allocated, proportionately, to their assignments.

4. Rescheduling and Pay for Lost Planning Time

In emergency situations, a teacher who does not receive this (the minimum preparation and conference time provided in Section F, 1 and 2 of this Article, shall have the preparation and conference time rescheduled outside the normal work day and shall be compensated for such time at his/her hourly rate (for each quarter hour or part thereof). The teacher shall have a major responsibility for rescheduling such preparation and conference time. Normally such preparation and conference time will be rescheduled within two weeks of the date of the lost time. Elementary teachers, in order that proper compensation can be made, shall inform the principal of the day and the amount of time below the minimum provisions for which compensation will be made.

H. Length of Teacher Work Day

- 1. The teacher's work day shall consist of six (6) hours. In order to facilitate the smooth opening and closing of the school day, teachers shall normally be

expected to report to their schools ten (10) minutes prior to commencement of the school day and remain ten (10) minutes after the close of the school day.

2. Prior to any disciplinary action for tardiness the following Steps shall first be taken:
 - a. The teacher shall be notified of the problem (such notification not to become a part of the personnel folder of the teacher).
 - b. If the problem continues, the teacher shall be summoned to a conference in accordance with Article XXXV, Section B-1.

I. Teacher Lunch Period

Each teacher shall have a continuous full hour duty-free lunch period between 10:00 a.m. and 2:00 p.m., with the understanding that within this time a maximum of five (5) minutes shall be used supervising students if needed. Teacher lunch periods are to be scheduled between 10:30 a.m. and 1:30 p.m., wherever administratively possible.

- J. When members of the bargaining unit are required, as a part of their normal assignment to travel from one school to another during the school day, the administration shall make every effort to insure that adequate travel time is provided.

When schedules cannot be made to provide adequate travel time, the teacher shall be compensated for the time which is used for travel purposes. In addition, every effort shall be made to insure the scheduling of minimum travel time and distance.

Teachers who are given assignments which require travel shall be given proper notification that they are entitled to reimbursement.

- K. Social workers, nurses, speech clinicians, and other teaching employees who have been authorized will be paid mileage to the extent approved by the School Board for the use of their automobiles while on school business. This mileage will be paid at twenty-five cents (.25) per mile.

L. Emerson Visual and Performing Arts Center

1. Teachers of music, dance, drama and visual arts at the Emerson Visual/Performing Arts Center shall be selected from among applicants who hold a valid teaching certificate from the State of Indiana in the subject area or with educational emphasis in the appropriate area, and, where appropriate, have recent teaching experience in the subject, and experience performing in the field.
2. Staffing assignments of Visual/Performing Arts faculty whenever they occur shall be determined by a committee composed of three (3) persons selected by the Superintendent and two (2) persons selected by the President of the Union. In the event two (2) or more applicants are determined to be substantially equal based on the criteria above, seniority shall be the determining factor.
3. Teachers of subjects other than music, dance, drama and the visual arts at the Emerson Center shall be determined according to all other applicable sections of this Contract.
4. No teacher may be involuntarily transferred into a Visual/Performing Arts position at the Emerson Center. Vacancies, as they occur, shall be posted and filled according to the procedures of the Contract, as modified herein.

5. For all purposes, including reduction of staff, teachers assigned to the Emerson Center shall be employed under the same uniform terms and conditions of employment enumerated in this Contract, as any other teacher in the bargaining unit.

M. Teacher Consultants/Facilitators - For positions identified as teacher consultants/facilitators, the following method of application and selection shall be followed:

1. Job Title: The title of the position and the duties and responsibilities of the position, including qualifications, will be listed in the vacancy posting.
2. Application: Certified teachers currently employed with the School Corporation may apply for the position by submitting a resume and three (3) letters of recommendation. The letters of recommendation should include: one (1) from a peer; one (1) from an administrator, and one (1) from a professional relationship of the applicant's choice.
3. Selection: A Screening Committee, consisting of four (4) teachers, appointed by the Union, and two (2) administrators, appointed by the Superintendent, will interview and rate the applicants (based on objective criteria and using a rating sheet). The applicant will complete a writing sample at the time of the interview.

The applicant who receives the highest rating will be selected for the position. If two (2) or more applicants receive equal ratings, seniority will prevail. All applicants will be notified of the person selected for the position.

ARTICLE IX SUBSTITUTE TEACHER SERVICE

- A. A normal teaching assignment does not include substitute service.
- B. If all available substitutes have been called and there are still vacancies in the school, the class(es) shall be covered in accordance with Article XXVII, Section B.
- C. If classes cannot be covered through provisions in Article XXVII, the following procedures will be implemented in the elementary schools:

Procedures for Assignment of Staff as Substitute Teachers

1. Occasionally there is a shortage of regular substitute teachers. When such emergencies occur, the following steps to acquire necessary staff for vacant assignments normally will apply:
 - a. Regular substitute teachers to the extent possible. (Including aides with 60 semester hours of college credit for a maximum of 15 days).
 - b. Request teachers to substitute during planning time.
 - c. Request art, music, or physical education teachers to take an assignment and pay teachers of basic subjects for lost planning time.
 - d. Librarians
 - e. Resource Teachers
 - f. Social Workers
 - g. Nurses, if qualified
 - h. Principals

2. In those instances where no substitute can be obtained by following the provisions of the Contract within sufficient time to cover a class, principals may assign such coverage to teachers who are on a planning period. This is to be done on a rotating basis. When such a situation occurs, a principal may assign a teacher for the first period and then use the first period to carry out the provisions of the Contract. This procedure shall apply in succeeding periods until all classes have been covered.
- D. If possible, staff members other than regular substitute teachers and qualified aides should not be assigned as substitutes on consecutive days. There should be a rotation in the use of personnel to minimize interruption of normal work.
 - E. These procedures will be evaluated periodically and revised as indicated.
 - F. A list of available substitutes shall be maintained by the Gary Community School Corporation and may be reviewed by the Union, upon request.

ARTICLE X TRANSFER PROCEDURES

- A. The transfer of a teacher from one school to another which was effected prior to January 1, 1968, shall be considered to be a voluntary transfer unless personnel records and/or other available information indicate that the transfer was the result of administrative action taken without the request of the teacher, in which case the transfer shall be considered as an involuntary transfer. The transfer from one school to another school of a special area teacher or other teachers (including but not necessarily limited to: nurses; social workers; teachers of elementary art, music, physical education, IDR and library) in school assignments which have normally been made on a city-wide basis by school service center administrative personnel, which was effected prior to January 1, 1968, shall be considered to be an involuntary transfer, unless personnel records and/or other available information indicate that the transfer was made at the request of the teacher, in which case the transfer shall be considered to be a voluntary transfer.
- B. A list of all vacancies shall be posted in each school building on or before the second week of school and revised monthly to keep the list up-to-date through the school year. A current list of vacancies shall be kept available in the Personnel Department for teacher information at any time.
- C. Voluntary transfers are made when a teacher chooses to move from his/her presently-assigned school.
 1. A teacher requesting a transfer shall complete a transfer request form available from the principal and the Personnel Department. Said form shall be returned by the teacher personally to the Personnel Department whereupon a receipt shall be issued to the teacher.
 2. Whenever possible, a teacher should list more than one school to which a transfer is desired in order to improve the possibility of effecting such a transfer.
 3. A teacher may request a transfer to a different organizational level of the school system, to a different subject-matter field, to a special field (e.g., counseling, instructional materials center, special education) provided he/she has the proper

certification for the requested position, and meets NCA standards, where applicable.

When the voluntary transfer request involves a different area or level from the area or level which the teacher is presently teaching, the instructional supervisor and/or receiving principal shall meet with the teacher to discuss the new assignment.

4. When filling vacant positions, after following the procedures for making assignments within a building, teacher transfer requests will be processed before new personnel is hired.
5. When a vacancy for the ensuing school year exists between May 1 and September 1, transfer requests currently on file shall be processed first in the filling of that vacancy, except that voluntary transfers and transfers to improve racial balance will not be eligible for any assignments resulting from lay-offs.
 - a. Between May 1 and May 31, voluntary requests, requests to improve racial staff balance and involuntary requests will be considered collectively, with assignments made on the basis of seniority. In cases where seniority is equal, assignments will be made in the following order: involuntary transfers, requests to improve racial balance, voluntary requests.
 - b. Between June 1 and the opening day of school, involuntary transfers will be made.
 - c. After all assignments have been effectuated in 5 (a and b), voluntary transfer requests will again be considered.
 - d. If said vacancy cannot be filled in 5 (a - c), the School Corporation may fill the vacancy with a new employee.
6. When a position is, or becomes open, the following procedures shall apply in effecting transfers.
 - a. When only one qualified staff member applies for the transfer, he/she shall receive the transfer.
 - b. When two or more teachers who are qualified apply for the transfer, the teacher with the greatest length of service in the School Corporation shall receive the transfer.
 - c. When two or more teachers who are qualified apply for the transfer and length of service is equal, the teacher who will improve the racial staff balance shall receive the transfer.
 - d. If the vacancy occurs within the school year it may be filled according to the preceding procedures ten days after the vacancy has been posted in each building or it may be filled temporarily until the end of the year at which time it will be filled from applicants on file ten days after the vacancy has been posted in each building according to the preceding procedures.
7.
 - a. A teacher who accepts a temporary position shall be given advance notice, in writing, that the position is a temporary one that terminates at the end of the school year. A copy of the notification signed by the

teacher, principal and Personnel Director shall be placed in the teacher's personnel files and a copy shall be sent to the Union.

- b. A teacher who transfers to a temporary position does not become a permanent part of the staff, and is automatically surplus from the building at the end of the school year.
 - c. A teacher who accepts a reassignment to a temporary position is automatically surplus from the position at the end of the year. Said teacher shall be reassigned to any open position for which he/she is qualified (within the building). If there are no open positions, said teacher will be placed in the city-wide surplus pool.
8. A request for a transfer made by a teacher will remain active until the transfer is effected or withdrawn, but in no event for a period to exceed two (2) years from the date of filing.
 9. When a teacher receives a voluntary transfer, he/she shall have no seniority rights to a subsequent transfer for a period of two years.
 10. When a vacancy is filled and a transfer applicant did not succeed in filling the vacancy, he/she shall have access to the grievance procedure.

D. Involuntary Transfers

1. Involuntary transfers shall receive the priority as provided in Article X, Section C-5, over other transfers and shall be made only when a change in course offerings or a reduction in pupil enrollment necessitates a reduction in staff, or when necessitated by the reassignment of pupils to another facility, by the opening of a new building, or the closing of an old facility. (See also Article VIII, F-12)
2. When the involuntary transfer is necessitated by the reassignment of pupils to another facility, the opening of a new building, the closing of an old facility, the teachers affected shall be, for the purposes of assignment, considered a member of the staff of the receiving school, if the reassignment of pupils creates new or additional positions.
3. Teachers who are involuntarily transferred shall take their building seniority to their new building and shall, when qualified, have the first right to return to a vacant position in the school from which they were transferred.
4. By July 1, of each year, the Personnel Department shall have a list of all surplus teachers and a list of all open positions. Surplus teachers shall select, on the basis of School Corporation seniority, a position from the list. The assignment shall become effective on the date of selection. Unless the teacher is declared surplus again or exercises his/her option under D-3, further transfers by the teacher shall be voluntary.
5. Surplus teachers are encouraged to select assignments which will improve racial staff balance.
6. At any step of the involuntary transfer procedure, teachers have the option of requesting an extended leave of absence without pay.

E. Reduction of staff of a city-wide basis

1. Multi-certification - A multi-certified teacher shall receive a notice from the Director of Personnel if he/she is to be affected by a reduction in the number of positions on a city-wide basis in his/her current teaching area. Said teacher shall have the following options:
 - a. The right to remain in the school system in another subject area for which he/she is certified, if he/she has more seniority than the teacher with the least seniority teaching in the other subject area(s).
 - (1) Said multi-certified teacher shall be placed in a subject-area restricted surplus pool* for placement.
 - (2) Said placement shall be effectuated after determining the teachers, on a city-wide basis, with the least seniority in the other area(s) for which the teacher is certified.
 - (3) Subsequent placements of teachers with multi-certification shall be made in accordance with the aforementioned procedure.
 - b. The right to an extended leave of absence without pay as provided in Article X, Section E-2, with recall rights as provided in Article X, Section E-3.
- * - For the purpose of this article, individuals placed in the city-wide "subject area restricted surplus pool", shall be limited in their selection of a teaching position to a pre-determined subject area as stipulated in Section a- (2) above.
2. When a change in course offerings or a reduction in pupil enrollment necessitates a reduction in staff which results in a surplus of teachers on a city-wide basis, teachers shall be laid off on the basis of least length of service within the school system. Such teachers shall be eligible for a leave of extended absence without pay as provided in Article XVI.
3. Teachers laid-off pursuant to the terms of this Contract, shall be recalled based on certification and greatest length of city-wide service.

F. Transfers to Improve Racial Staff Balance - With the exception of involuntary transfers, the foregoing transfer procedures are also subject to the following modifications in an effort to promote further staff integration at all levels and in all sections of the city.

1. Prior to February 1, of each school year a list of schools having the greatest need of improvement in racial staff balance and all vacant positions within those schools shall be posted in each building and revised periodically to keep it up-to-date. The list will include all schools with a faculty composed of more than seventy-five percent of one racial group.
2. The Board and the Union will cooperate to encourage transfers which will improve the racial staff balance within those schools.
3. A teacher requesting a transfer to improve racial staff balance, when qualified, shall receive preference in filling a vacant position.
4. A teacher accepting such a transfer shall have the right to return to his/her original position at the end of the year and the right to return to the same position if it is open at the end of two years or to a comparable position in the original school.

5. A teacher accepting a racial staff balance transfer will be permitted to carry his/her building seniority from the school from which he/she is transferring, and shall have the opportunity to participate in incentives plans developed to encourage transfers to improve racial staff balance.
6. No transfer shall be considered a transfer to improve racial staff balance for the purposes of F-4 and 5 unless the transfer request specifically denotes such purpose at the time of filing same.
7. New hirees who will improve racial staff balance shall be processed before a transfer which will not improve racial staff balance. If a vacancy occurs within the school year, a new hiree available at the time the vacancy occurs who will improve racial staff balance shall be processed before a transfer request which will not improve racial staff balance. When a vacancy for the ensuing school year exists between March 1 and September 1, a new hiree whose application is currently on file who will improve racial staff balance shall be processed before a transfer request which will not improve racial staff balance.
8. The Board and the Union will continue to work to develop programs, workshops, and other incentives to improve racial staff balance.

G. Transfers for School Accreditation - The Board and the Union will cooperate to encourage transfers for the purpose of school accreditation.

This article applies only for transfers to senior high schools where a shortage of regularly licensed teachers (meeting NCA requirements) exists and the school is in danger of not being fully accredited.

1. Prior to February 1 of each school year for placement the following year, a list of high schools "in danger" and all vacant positions, i.e., open or filled by a limited license teacher, shall be posted in each building and revised periodically to keep it up-to-date. (Representatives of the Board and the Union shall meet to certify the "in danger" status prior to the posting.)
2. A teacher requesting a transfer to assist in school accreditation shall have the right to return to his/her original position at the end of the school year and the right to return to the same position if it is open, or if not open, to a comparable position in the original school at the end of two years.
3. A teacher accepting a school accreditation transfer will be permitted to carry his/her building seniority from the school from which he/she is transferring.
4. No transfer shall be considered a valid transfer to assist in school accreditation unless the transfer request specifically denotes such purpose at the time of filing. A copy of the Board/Union's certification of a schools "in danger" status shall be attached to all approved transfer requests.

ARTICLE XI PERSONNEL FILES

- A. A master personnel file shall be maintained at the Service Center for each teacher. This file shall contain all appropriate and pertinent materials relating to that teacher.
- B. A principal may maintain personnel files in his/her school provided that all materials placed in such files shall be appropriate and pertinent and, further, that the teacher has

received a copy of the material with a notation that it was being placed in the building personnel file.

- C. No other files shall be maintained.
- D. A teacher shall have the right to review, upon written request, all materials, with the exception of confidential references and transcripts, in his/her Service Center personnel file. Such review shall take place in the presence of the Director of Personnel or his/her designated representative.

"Confidential material" in the personnel file shall mean material from recognized educational institutions which the institution requires being kept confidential and pre-employment references which the sender requests be kept confidential. Upon the teacher's request, all such confidential material will be permanently removed from a teacher's file and returned to the sender or destroyed at the end of the teacher's third annual satisfactory evaluation. The only exception shall be college transcripts which the college requires be kept confidential.

When a teacher requests a non-bargaining unit position for which School Corporation policy requires letters of reference, such letters of reference may be kept confidential upon the request of the sender for the time the change of assignment is pending, but not for a longer period than three years.

- E. The teacher's building personnel file is reviewable by the teacher on the same basis as the Service Center personnel file, however, such review shall take place in the presence of the principal or his/her designated representative.
- F. No material, originating subsequent to January 1, 1968, derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher receives a copy of said material. References and transcripts are exempted from this requirement.
- G. A teacher shall have the right to answer any derogatory material in writing and his/her answer shall be attached to the corresponding file material.
- H. Any material that is in the personnel files must be appropriate and pertinent. Any material in the personnel files which is erroneous or not pertinent shall be removed from the personnel file. All copies of said materials are to be returned to the Personnel Director for return to the teacher or destroyed in his/her presence.
- I. All personnel files shall be handled in such a manner that they remain confidential. To that end:
 - 1. Only the building principal (includes assistant principal), a secretary designated by the principal, and the employee involved shall have access to the personnel files maintained in each school.
 - 2. Personnel files in the Service Center shall be handled only by members of the professional personnel staff, designated secretaries, and members of the administrative staff who have a line and staff relationship.

- J. Statute of Limitations - Any derogatory material over seven (7) years old shall be removed from a teacher's file upon the teacher's written request, provided that there is no evidence of a recurrence of the same type of problem within the seven (7) year period.

**ARTICLE XII
INDEFINITE CONTRACT - PERMANENT TEACHERS**

- A. Any teacher who serves under contract as a teacher in the Gary Community School Corporation for five (5) or more successive years and who at any time thereafter enters into a teacher's contract for further service with the Gary Community School Corporation shall become a permanent teacher and shall have his/her contract renewed automatically without further formal evaluation.

Free and open communication shall be a continuing process between principals and teachers in order to mutually strive toward improved instructional programs. No record of observations and/or conferences related thereto shall be placed in either personnel folder of a permanent teacher without the teacher's written consent. The teacher's consent may be indicated by the teacher's initials being affixed to the record of observation. Exceptions to this procedure apply when there is evidence of serious deficiencies such as incompetency, immorality, insubordination, or neglect of duty, in such case, the principal shall summon the teacher to a conference in accordance with the provisions of Article XXXV, Section B-1. A teacher may waive the conference by initialing the record of observation.

- B. Each permanent teacher shall be provided with a periodic written evaluation of the teacher's performance pursuant to a Staff Performance Plan adopted pursuant to IC 20-6.1-9-1, et seq. and the evaluation may be placed in the teacher's personnel file.
- C. The evaluation design approved in 1990 shall be the basis for the written evaluations. It is understood that the design may, by mutual consent, be updated periodically.
- D. Cancellation of an indefinite contract of a permanent teacher may be made only for such cause as prescribed under existing state statutes concerning dismissal of teachers who have acquired permanent status as defined in Indiana Statutes.

**ARTICLE XIII
INDEFINITE CONTRACT - SEMI-PERMANENT TEACHER**

- A. Any teacher who serves under contract as a teacher in the Gary Community School Corporation for two (2) successive years, and who at any time thereafter enters into a teacher's contract for further service with the Gary Community School Corporation, and is not a permanent teacher, becomes by that a semi-permanent teacher of the Corporation.
- B. Cancellation of an indefinite contract of a semi-permanent teacher may be made only for such cause as prescribed under existing State statutes concerning dismissal of teachers who have acquired semi-permanent status as defined in Indiana Statutes.

ARTICLE XIV
SEMI AND NON-PERMANENT TEACHER EVALUATIONS

- A. Before January 1, of each year, each semi-permanent and non-permanent teacher shall be provided with an annual written evaluation of the teacher's performance. Upon the request of a non-permanent or semi-permanent teacher, delivered in writing to the principal within thirty (30) days after the teacher receives the evaluation, the principal shall provide the teacher with an additional written evaluation.
- B. On or before April 15, of each school year, the principal shall provide each semi-permanent and non-permanent teacher with his/her final evaluation.
- C. The "Teacher Evaluation and Self-Improvement Form" will be used as the evaluating instrument. This instrument is designed for use in self-evaluation by the teacher, evaluation by the principal, and as an evaluation where both participate.
- D. One form will be completed by the teacher and one by the principal - these to serve as a basis for a conference between the principal and the teacher. The conference is an essential aspect of the evaluation.
- E. Following this conference, the principal will make the final evaluation. The evaluation will be made in terms of the individual teacher's experience and formal training. Additional factors which shall be taken into consideration are (1) the teacher's teaching program; (2) the number of pupils; (3) the level of ability of the pupils; (4) the help and assistance given by supervisory personnel; and (5) the availability of needed equipment and supplies. The final form will be prepared in triplicate and signed by the teacher to indicate knowledge of its contents. One copy will be retained by the principal, one copy given to the teacher, and one copy to the office of the Assistant Superintendent for Educational Services.
- F. When a teacher has special problems which seem to indicate serious weakness, a set of these evaluation forms shall be completed by February 1. Such February warning shall be preceded by at least three (3) classroom observations by the principal of the teacher's performance. Following each observation, the principal will make an observation report, a copy of which shall go to the teacher, which will include a statement of strengths and deficiencies noted. Specific recommendations for overcoming any deficiencies will be a part of the report. This February evaluation shall be a prerequisite to a recommendation of termination of employment except when serious deficiencies develop after February 1, such as incompetency, immorality, insubordination, or neglect of duty. Such February evaluation prerequisite shall not apply for the teacher employed after November 1, in which case, the teacher, wherever possible, will be given an opportunity to overcome any deficiencies prior to the formal evaluation.
- G. No record of observations will be kept in the personnel file of any teacher who receives a satisfactory evaluation, provided, however, that records of significant achievements or deficiencies observed may be appended to or written in the annual evaluation form.

- H. The teacher shall have the right to have a copy placed in his/her personnel file of the evaluation form which he/she has completed along with the supporting documentation if he/she disagrees with the final evaluation.
- I. The teacher shall have access to the grievance procedure if he/she believes that his/her evaluation is improper because of unfairness, inaccuracy or failure to follow established procedure.
- J. The School Corporation will give maximum support and assistance to new teachers in an effort to help assure success in their teaching assignment. In an effort to provide maximum assistance to and continuity in the evaluation of semi-permanent and non-permanent teachers, it is recommended that non-permanent and semi-permanent teachers shall remain in the same building for a period of three years.
- K. It is agreed to by the parties that the building principal has the primary responsibility for evaluating teachers in the six (6) categories listed below in consultation with a supervisor. It is understood that each teacher in these categories will be informed, in writing at the beginning of each school year of the supervisor who is designated to consult with the building principal on his/her evaluation.
 - 1. Teachers of the learning disabled.
 - 2. Teachers of the blind and partially sighted.
 - 3. Teachers of the emotionally disturbed.
 - 4. Teachers of the physically handicapped.
 - 5. Teachers of the deaf and hard-of-hearing.
 - 6. Speech and Language Pathologists.
- L. It is understood that a form other than the "Teacher Evaluation and Self Improvement Form" may be used for nurses, counselors and social workers, subject to the approval of the Union.

**ARTICLE XV
SHORT TERM LEAVES OF ABSENCE**

- A. Sick Leave
 - 1. Each teacher shall be allowed each school year ten (10) days leave without loss of pay for personal illness, injury, quarantine, or temporary disability caused by pregnancy.
 - 2. The statement "personal illness" shall be deemed sufficient reason for any personal illness which does not extend beyond two (2) days.
 - 3. A statement by the teacher specifying the nature of the illness shall be sufficient reason for any absence except for absences which extend five (5) days or longer for which a doctor's certificate shall be required.
 - 4. **Incentive for Attendance** (Effective the 2001-02 school year)

Teachers who use eighteen (18) hours or less of personal illness leave during a school year shall receive a bonus for attendance. Such payment shall be based on the following schedule:

0 hours absent	\$300.00
6 hours absent	\$270.00
12 hours absent	\$240.00
18 hours absent	\$210.00

Payment for less than full day (6 hours) absences shall be prorated according to the above schedule. This bonus shall be paid, in a separate check, on the second pay following the close of the school year.

5. All unused days of leave allowance for personal illness shall accumulate from year to year without limit. (This section became effective September 1, 1969.)

B. Personal Business Leave

1. Each teacher shall be allowed two (2) days each year without loss of pay for the conduct of personal business and/or civic affairs.
2. The statement "personal business" or "civic affairs" shall be deemed as sufficient cause and reason for any use of personal business leave.
3. A teacher planning to take personal business leave shall give a minimum of one day notice when possible.
4. All unused days of leave allowance for personal business shall accumulate from year to year up to a maximum of four (4) days. All unused personal business days in excess of four (4) days shall at the end of the school year be added to the teacher's sick leave accumulation. For a teacher who does not plan to return to work the following year, either through retirement or resignation, these days shall be included to determine severance pay.
5. If the teacher begins employment on the first day of the second semester or thereafter, he/she shall be allowed one day of such personal business leave.

C. Leave for Serious Illness or Injury in the Family

1. Each teacher shall be allowed a maximum of five (5) days leave per year for absences occasioned by serious illness or injury in the immediate family (*); or the serious illness or injury of an individual residing in the household of and with the teacher when such individual (other than immediate family) is primarily dependent upon the teacher for care.
2. Pay for such absence shall be deducted from available sick leave benefits.
3. A doctor's certificate may be required by the School Corporation for such absence.
4. The statement, "serious illness in the family," shall be deemed sufficient reason for any leave for serious illness in the family which does not extend beyond two (2) days.

D. Leave for Religious Holidays - Up to two days in excess of personal leave days may be granted to observe recognized religious holidays without loss of pay.

E. Leave for Death in the Family

1. Each teacher shall be allowed up to a maximum of seven (7) calendar days leave in succession without loss of pay or deduction from other leave provisions upon the death of a member of the immediate family (*). This leave may commence, at the option of the teacher, on the day of the death or the day after the death. The teacher may elect to use the entire seven (7) days, or any portion thereof, in any pattern, during the leave period.
2. Each teacher shall be allowed a one (1) day leave of absence without loss of pay or deduction from other leave benefits upon the occasion of the death of a relative who is not a member of the immediate family (*) whose residence is not in the home of the teacher. (This leave may be taken within the seven (7) day period described in Section E-1 above.)
3. The Superintendent may allow additional days of leave without loss of pay for a death in the family or other relatives of a teacher depending upon the circumstances in each case.

* (See Section K of this Article for Definition of Immediate Family.)

F. Leave for Attendance at Funerals

Three (3) hours without loss of pay or deduction from leave accumulation shall be allowed each teacher for attendance at funerals other than those of relatives or immediate family. A teacher planning to take leave under this section shall give a minimum of one (1) day notice when possible. In an instance where the principal may foresee an emergency, he/she should make an effort, in advance, to determine the number of anticipated absences. In such instances, a cooperative effort between the principal and the teachers in the building is encouraged to resolve the problem which may arise.

G. Leave for the Birth or Adoption of a Child

1. A leave of one (1) day without loss of pay to be deducted from sick leave accumulation shall be allowed each teacher during the period that his wife is confined to the hospital or the day that she returns home from the hospital following the birth of a child.
2. A teacher shall be entitled to a short term leave of absence, without pay, for ten (10) consecutive school days for maternity, paternity or child adoption. This leave may be extended, upon request, for another ten (10) consecutive school days, subject to the approval of the Superintendent or his/her designee. The leave should commence on the school day (or if not a school day, on the school day immediately following) the birth or adoption. A substitute would be provided and the teacher may return to his/her regular assignment.

H. Leave for Public Service

1. Any teacher shall be paid his/her regular salary for the period of any absence for which he/she is serving jury duty without any deduction from other leave provisions.
2. A teacher shall be allowed a leave of absence without loss of pay and without deduction from any leave provision for all absences when he/she is subpoenaed as a witness in any case concerning the School Corporation.

3. Subject to the approval of the Superintendent a teacher may be allowed time off without loss of pay or deduction from leave or deduction from leave accumulation for necessary court appearances, performance of other public duties, obligations or services.
4. A leave taken by a teacher to serve in the Indiana General Assembly shall be a short term leave. A teacher shall be given credit for the time spent serving in the Indiana General Assembly including but not limited to, time spent for council or committee meetings. The leave for this service does not diminish the teacher's rights under Indiana Teachers' Retirement Fund or his/her advancement on the salary schedule. For these purposes, he/she is, despite the leave considered, pursuant to statute, teaching for the school corporation during that time.

I. Short Term Military Duty Leave

All teachers who are members of the Indiana National Guard or of reserve components or the retired personnel of the naval, air or ground forces shall be entitled to a leave of absence from their respective duties without loss of pay for such time as the members of the National Guard are in the military service or on active duty for the State of Indiana under the order of the Governor as Commander in Chief or as members of any reserve component under the order or component authority thereof for periods not to exceed fifteen (15) days in any one calendar year.

J. Professional Leave

1. It is recognized by the parties that the development and continuation of quality education programs is often accomplished by observing and studying what other teachers are doing. In accordance therewith, teachers may arrange to visit other schools and attend professional meetings without loss of pay and without deduction from any leave provision. A teacher desiring a leave under this section shall submit a request on the appropriate form to the principal. The principal shall forward the request to the Superintendent or his/her designee with a recommendation to approve or deny the same and his/her rationale for such recommendation. Such request shall be subject to the approval of the Superintendent or his/her designee.
2. Such leaves may be granted upon prior approval by the Superintendent without deductions from salary or leave accumulation and may, upon prior approval by the Superintendent, have the expenses reimbursed by the School Corporation.

K. Definition of Immediate Family

Immediate family shall be defined as father, mother, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, other relatives residing in the home as members of the household, and other persons who stood in the capacity of parent in that they supported the teacher as a minor.

L. Amending Form

A teacher may amend or correct information provided by the teacher on any form used for short term leave of absence, or the teacher may resubmit such forms.

M. Sick Leave Bank

1. A Sick Leave Bank shall be established for teachers in the Gary Community School Corporation, effective September, 1984.
 - a. A Sick Leave Bank Committee consisting of four (4) teachers appointed by Local #4 and an administrator designated by the Superintendent shall establish procedures for and administer the program. The Director of Business Services or his/her designee shall serve as a consultant to the Committee. Procedures established by the Committee must be approved by the Board of School Trustees and must comply with State Law and regulations of the State Board of Accounts.
 - b. The Sick Leave Bank Committee shall inform the Union and the School Corporation in writing of any decision of the Committee granting or denying a request to withdraw from the Sick Leave Bank, the need to have additional contributions and, at the start of the school year, the names of those teachers, along with the amount of sick leave days, who will be repaying sick leave days to the Sick Leave Bank. An annual report of the experience of the Committee shall be provided to the Union and the Board of School Trustees of the full activities of the Sick Leave Bank Committee before July 1, of each year. The Superintendent and the Union President may review the records at any time.
 - c. Any member having a complaint or objection to the procedure of the Sick Leave Bank Committee may file said complaint or objection with the Superintendent of Schools and the President of Local #4 for submission to the respective negotiating teams.

Any member having a complaint or objection to a decision of the Sick Leave Bank Committee may file said complaint or objection with the Superintendent of Schools and the President of Local #4 for their joint review and determination.
2.
 - a. A teacher may participate in the Sick Leave Bank by contributing one (1) day of sick leave during the first month of the program's implementation or eligibility. The teacher shall complete the necessary form and return same to the Sick Leave Bank Committee prior to October 15. A list of teachers who have joined the Sick Leave Bank will be available by November 1.
 - b. If a teacher joins the Sick Leave Bank after his/her first year of eligibility, he/she shall deposit two (2) days in the bank during the open enrollment period (Sept. 1 - Oct. 15).
 - c. A teacher who has joined the sick leave bank shall continue to be a member year after year until such time as he/she is no longer employed by the Gary Community School Corporation or submits a written statement to the Sick Leave Bank Committee requesting that he/she be removed from the rolls of participants in the bank, or he/she is no longer a member of the bargaining unit. Sick leave days on deposit with the bank shall not be returned in any of these instances.

- d. In the event that the balance of days in the Sick Leave Bank drops below 300 days or 30% of the number of days donated in 1984, whichever is smaller, each member shall contribute one (1) additional day.
- e. Members of the Sick Leave Bank who make withdrawal shall repay the bank at the rate of three (3) sick leave days per year. On the form requesting a withdrawal from the Sick Leave Bank, the teacher shall authorize the School Corporation to assign, at the rate of three sick leave days per year from the teacher's future sick leave entitlement, to the Sick Leave Bank until the days are repaid.
- f. Members of the Sick Leave Bank who are unable to contribute days to the bank when it is depleted as described in Section 2-b shall be required to contribute appropriate day(s) to the bank as soon as they are earned in order to remain members of the Bank in good standing.

3. Procedures for Withdrawal

- a. A member requesting days from the Sick Leave Bank shall complete the application form with supporting evidence from the member's physician, and forward same to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall have the responsibility to either grant, or deny the withdrawal request.

If the member is incapacitated and cannot make application for withdrawal, the Committee may make an application on the behalf of an incapacitated member and may grant the withdrawal on his/her behalf.

- b. During the period of sick leave bank withdrawal, the member or his/her physician shall submit bi-weekly certifications of continued illness.

- c. **General**

- (1) Participants may be granted sick leave from the bank if the member has depleted his/her own sick leave and if the member had at least ten (10) days at the onset of the absence for which a withdrawal from the Sick Leave Bank is requested. The withdrawal from the Sick Leave Bank shall be equal to the number of accumulated sick leave days that the individual had at the onset of absence for the illness or injury as reported by the Office of Business Services. The withdrawal by the teacher shall not be for more than one hundred (100) days or less than ten (10) days.
- (2) Should a teacher who has requested days from the Sick Leave Bank return to work prior to using all the days given by the Bank, the unused days shall be returned to the bank. In this event, the teacher shall not be eligible for any additional days from the bank for that school year.
- (3) The sick leave benefit shall be limited to use only once per member in any given school year.
- (4) It is understood that the Sick Leave Bank is intended for recovery from illnesses and injuries of the teacher.

N. Release of Substitute

When a teacher has given advanced notice for leave and has indicated the commencement and expiration of same, the substitute teacher shall be released accordingly, without any further action by the teacher. If the expiration date changes, the teacher shall follow the normal procedures for releasing or retaining the substitute.

O. Substitute Service

The Board and the Union will continue to explore alternatives for improving the substitute teacher service.

**ARTICLE XVI
EXTENDED LEAVES OF ABSENCE**

A. A teacher after three (3) years of continuous service with the Gary Community School Corporation; a teacher who becomes pregnant; a teacher who becomes ill; a teacher whose position has been eliminated; or a teacher who has been elected or appointed to a full-time Union position shall be eligible for a leave of extended absence without pay as herein provided.

B. An extended leave of absence for one semester, one school year, or to the end of the current school year shall be granted an eligible teacher who requests such leave in writing for any one of the following purposes and subject to the conditions set forth in this Article:

1. Special leaves for teachers whose positions have been eliminated.
2. Parental (Maternity, Paternity or Child Adoption)
3. Ill Health
4. Military Service Leave
5. Peace Corps, VISTA, Teacher Exchange Program, Teacher Corps
6. Union Office
7. Ill Health in the Immediate Family
8. Elected Public Office
9. Study
10. Sabbatical Leaves
11. Other Leaves
12. Personal Leaves

C. General Requirements and Conditions for extended leaves:

1. A request for an extended leave pursuant to subsections 5 (Peace Corps, VISTA, Teacher Exchange Program, Teacher Corps), 8 (Elected Public Office), 9 (Study), and 12 (Personal Leaves) of this section must be submitted to the Personnel Department at least thirty (30) calendar days before the effective date of leave. In emergency situations, this provision may be waived.
2. Teachers who have received an extended leave of absence for any of the areas stated in Section B with the exception of items 2, 4, 5, 7 and 9, shall not engage in full-time employment for which remuneration is given. Exceptions may be made subject to the approval of the Superintendent.

3. A teacher who requests reinstatement prior to expiration of a leave shall be reinstated to his/her original position if it is open, and, if not, to any open position, for which the teacher is qualified.
4. Any teacher on extended leave who wishes to be reinstated in his/her original position at the beginning of the next school year shall state this intention prior to May 1.
5. In the event a teacher has not received a teaching position, in accordance with this Article, ninety (90) days following the initial request, said teacher shall be given an unassigned contract until an opening occurs.
6. Health and Life Insurance benefits for teachers on extended leave are set forth in Section C of Article XXXIII.
7. A teacher on leave shall have the right to return to the position held prior to leave if his/her leave does not exceed one (1) school year in duration. If the return is during a school year, the teacher may be assigned to another position for the remainder of that school year, but shall have the right to return to the position held prior to leave at the beginning of the school year following the return. This provision shall be subordinate to the pertinent Sabbatical Leave provision.
8. A teacher on leave shall be entitled to return to duty in a position for which he/she is qualified at the termination of his/her leave although there may be circumstances which would prevent return to the same position held prior to the leave if the leave extends longer than one (1) year.

D. Requirements, conditions and privileges for each type of Leave:

1. Leaves for teachers whose positions have been eliminated

A teacher whose position has been eliminated shall be granted a leave of absence upon request. Request for leaves of absence must be received in writing by the Director of Personnel no later than July 1. The teacher shall have the right to return to any open position for which he/she is qualified. Leave granted under this provision shall be renewable upon the teacher's request to a maximum of four (4) years.

Failure to file a request by July 1 shall be considered as a resignation.

2. Parental Leave (Maternity, Paternity, or Child Adoption)

- a. Parental Leave shall be granted for ninety school days, one school year, or to the end of the current school year. Upon return from leave, the teacher shall have the right to return to the position held prior to leave; however, if the return is during a school year, the teacher may be assigned to another position for the remainder of that school year, but shall have the right to return to the position held prior to leave at the beginning of the school year following the return.

- b. A teacher and her doctor shall decide the duration of her parental leave. A teacher requesting reinstatement prior to the expiration of her leave shall submit a doctor's statement, certifying satisfactory health and physical condition.

- c. Parental leave shall be extended upon written application to a maximum of four (4) years.

- d. A teacher who suffers an interrupted pregnancy, stillbirth, or death of a child for whom the teacher has received a Parental Leave may, upon notification to the Director of Personnel, be returned to service immediately following certification by her physician that she is physically able to do so.
 - e. A teacher who is disabled, either temporarily or permanently, from the pregnancy, complications arising from the pregnancy or complications arising from the delivery, may apply for illness leave.
3. Ill health leave shall be granted up to a maximum of three (3) for reasons of personal health.
 4. Military Service Leave
 - a. Military Service Leave will be granted to each employee who is inducted or enlists in the armed services of the United States for such period as is required up to a maximum of four years.
 - b. A teacher on Military Service Leave shall notify the Gary Community School Corporation within sixty (60) days after his/her date of discharge from the armed services of his/her intention to return to active teaching duty and the desired date of return.
 - c. A teacher who after January 1, 1969, returns to active teaching duty following Military Service Leave from the Gary Community School Corporation shall be credited on the salary schedule with years of experience up to a maximum of four (4) years and shall have added to his/her School Corporation seniority the number of years up to a maximum of four (4) years as if he/she had been in regular teaching service in Gary.
 5. Leave for the purpose of serving in the Teacher Corps, Peace Corps, VISTA, and Teacher Exchange Program shall be granted for a period of one (1) year or more if necessary to meet the requirements of the program. Each year of approved leave will count as a year of creditable service on the salary schedule when the teacher returns to active teaching service in Gary.
 6. Leave to hold Union Office
 - a. Teachers who are elected or appointed to full-time positions with the Gary Teachers Union, the Indiana Federation of Teachers, or the American Federation of Teachers will upon proper application, be granted a leave of absence for the purpose of accepting such position.
 - b. Teachers granted such leaves of absence shall continue to acquire seniority and salary increments as though they were in regular service.
 - c. Upon return to teaching, they shall be placed in an assignment comparable to their original assignment with all accrued seniority and increments that they would have earned had they been in regular teaching service in Gary.
 7. A teacher shall be granted a leave of absence up to a maximum of two (2) years to care for a sick member of the teacher's immediate family.

8. Leave to hold elected public office shall be granted, upon proper application, to a teacher elected to a full time governmental position in the service of the City of Gary, Lake County, the State of Indiana, or the United States.
9. Study leave shall be granted for a one-semester or one-year period in order to pursue graduate study or approved undergraduate study in the teacher's teaching field or other approved course of study. Such leaves will be extended up to a total maximum leave of two years. Any teacher who completes a minimum of nine (9) graduate hours or thirteen (13) undergraduate hours or other approved full-time study or full-time research as certified by the agency or institution each semester of the leave shall be granted one year of experience credit on the salary schedule for each year (two semesters) of study leave.
10. **Sabbatical Leaves**
 - a. Any teacher who has completed six consecutive years of teaching in the Gary Community School Corporation may apply for a sabbatical leave.
 - b. A sabbatical leave will be granted to permit a teacher to engage in full-time professional study, research, or educational travel or for any combination of these three purposes in an academic program conducted by an approved institution of higher learning. Full-time professional study shall be defined as a minimum of nine (9) graduate hours or thirteen (13) under-graduate hours or other full-time study or full-time research as certified by the agency or institution, each semester of the leave.
 - c. A plan for such full-time professional study, research, or educational travel shall be submitted with the leave application.
 - d. The application for sabbatical leave shall be filed with the Superintendent on or before March 1 of the year preceding the school year for which the leave is requested.
 - e. Sabbatical Leave shall be granted for not less than one semester nor more than one school year. A leave without compensation may be granted immediately following a Sabbatical Leave.
 - f. The teacher must agree to return to regular service for one school year in the Gary Community School Corporation at the expiration of the leave.
 - g. if the teacher does not return to regular service for one school year at the expiration of the leave, all salary paid to such teacher during such leave shall become due immediately and payable to the Gary Community School Corporation. If the teacher becomes permanently disabled before he/she can meet the return to regular service requirement, he/she shall not be required to refund the amount pay received while on leave. The estate of a teacher shall not be held liable for any salary paid to a teacher while on Sabbatical Leave, in the event that the death of the teacher prevents the return to regular service requirement.
 - h. The number of Sabbatical Leaves available each year shall equal one-half (1/2) of one percent (1%) of the number of members in the bargaining unit.
 - i. Teachers on Sabbatical Leave will not engage in remunerative employment. An exception may be made to this rule in an instance

where an assistantship or fellowship, or grant is offered in which the experience would be directly applicable to the field in which the staff member is assigned or for which he/she is preparing. For an exception to be granted, a request must be filed in writing with the Superintendent of Schools describing the nature of the assistantship, fellowship or grant offered.

- j. A committee of staff members (three teachers appointed by the Union and two persons from the administrative staff appointed by the Superintendent) shall review the requests for Sabbatical Leave and make recommendations to the Superintendent on or before April 1 for approval of the applicants to whom leaves will be awarded. A representative of the Personnel Department will act as a consultant to the committee.
- k. Selections from the approved applicants will be made so as to provide approximately equal number of leaves in each of the following experience groups: (a) 6-12 years; (b) 13-18 years; and (c) 19+ years. The number of leaves for persons whose assignment is primarily at the secondary level should equal as far as possible the number of leaves for persons whose assignment is primarily at the elementary school level.
- l. The staff member shall, within thirty days after return from Sabbatical Leave, submit a report to the Superintendent concerning the manner in which the leave was used.
- m. A teacher on Sabbatical Leave shall receive one-half (1/2) of the salary he/she would have received if he/she had remained on active duty, provided that, in no case, shall the salary paid exceed one-half (1/2) of the maximum for the Master's Degree Schedule.

The total income from Sabbatical Leave salary and any additional scholarships, fellowships, or grants shall not exceed the salary for the Master's Degree Schedule. If the total should be greater, the Sabbatical Leave allowance shall be reduced accordingly.
- n. All regular deductions from salary will continue while a teacher is on Sabbatical Leave.
- o. The Indiana State Teacher's Retirement Board may grant credit for professional improvement, upon application accompanied by a transcript showing twenty (20) semester hours or thirty-two (32) term hours completed, together with the dates of attendance at the college or university attended. Summer school credit is not allowable. Payment of contribution at the rate in effect for active teachers is required, if applicable, and such credit shall be limited to one-seventh (1/7) of the service credit claimed for retirement.
- p. A teacher on Sabbatical Leave will retain his/her tenure rights while on leave. The teacher will receive seniority and salary increases for the period of the leave if they fulfill all requirements for said leave.
- q. For teachers, these Sabbatical Leave procedures will replace the section on Sabbatical Leaves in the Personnel Policy Manual (1963).
- r. A teacher on Sabbatical Leave shall have health and life insurance benefits as defined in subsection C-2 of Article XXXIII.

11. Requests will be considered for leave for travel, rest, to campaign for public office, to accept appointment to government service, and for other purposes than those herein provided and requests for leaves of longer periods than those specified will be considered and each request will be decided on an individual basis.
12. Personal leave shall be granted up to a maximum of one (1) year.

**ARTICLE XVII
CLASS SIZE**

A. Class Size Goals

1. It is recognized by the Board and the Union that it is desirable to control class size through both reduction of pupil-teacher ratio and the establishment of maximum class sizes.
2. It is further recognized that as a desirable goal class size in the various grade levels and instructional areas should not exceed the following limits:

Primary (K-3).....	24
Elementary (4-6).....	26
Secondary Regular Classes.....	28
Junior High.....	28
Senior High.....	28
Secondary Laboratory Classes.....	26
Secondary Physical Education.....	36

3. It is recognized that the desirable maximum class sizes cannot be achieved during the next school year, but the School Corporation agrees to continue efforts to make regular annual class size reductions.
4. Mild and Severe categories will be used to facilitate programming for special needs students. It is recommended that each building be assigned at least one (1) teacher who qualifies to teach Mild Disabilities.

- B.** It is recognized by the Board and the Union that, in order to implement fully the Basic Competency I program, class size maxima for Basic Skill courses must be established. It is agreed to by the parties that for the duration of the Contract and/or the Basic Competency I program, the following class size maxima shall be adhered to:

Reading I.....	15
Reading II.....	20
Basic Math.....	20
Basic Speech.....	25
Composition Lab/Basic English.....	24
Transitional Classes.....	20

It is understood that the guidelines for students to be scheduled into classes shall be those outlined in the Basic Competency I Proposal dated 1978, and subsequent memoranda.

A committee composed of an equal number of representatives appointed by the Superintendent of Schools and the Gary Teachers Union, will study the designated courses and offer recommendations for changing and/or deleting same.

C. The Gary Community School Corporation will make every effort to assign and schedule mainstreamed students on an equitable basis. A copy of the student's IEP (Individualized Education Plan) shall be made available to the teacher of a mainstreamed student before the student enters the class. All placements of mainstreamed students shall be made in accordance with Federal, State and School Corporation policy and procedures.

D. Class Size Maxima

1. The average city-wide size of regular academic classes in the Gary Community School Corporation shall not exceed 29.

2. Elementary School

In any elementary school the average size of classes shall not exceed 30. In calculating this average, IDR, Special Education and other such small groups shall not be included.

In a team teaching arrangement, class size shall be determined by computing the student-teacher ratio for the total number of students assigned to the program.

a. In recognition of the need to reduce class size in the primary grades, the Board agrees to limit class size in Kindergarten and First Grade to thirty (30). It is further agreed that efforts will be made to reduce class sizes in the primary grades.

b. In the primary grades (2-3) of any school the average size of classes shall not exceed thirty-two (32). In no case shall any given class exceed 33.

c. In the fifteen (15) lowest-achieving schools, selected on the basis of test scores and other data, the size of any class in Grades K-3 shall not exceed 30. In addition, each of these schools shall have an aide assigned to provide clerical assistance for all teachers in the school, provided funds are available in the General Fund Budget. (Class size maxima in this Section shall be subject to the provisions of Article XVII, Section D-4.)

d. In the intermediate grades (4-6) of any school, the average size of classes shall not exceed 32. In no case shall any given class exceed 34.

e. Every effort shall be made to keep split level classes to a minimum.

f. Effective September 1974, in the elementary schools, the class size shall be reduced ten percent (10%) for any class in which full instruction must be provided separately for each of two (2) groups of pupils assigned to different grades, i.e., 3rd and 4th, 4th and 5th, etc.

3. Secondary School

In any secondary school the average size of regular academic classes shall not exceed 30. The term regular academic classes applies to classes in all subjects with the exception of physical education, typewriting, band, orchestra, chorus and study hall. In calculating this average, Special Education, IDR and other small groups shall not be included.

ELEMENTARY DEPARTMENTALIZED*

Kindergarten, First Grade and 15 Lowest Achieving Schools

31-33 Assistant 1/2 time per day
OR
2 hours of planning time at 7th hour pay per week for each class.

34+ Full-time Assistant
OR
2 hours of planning time at 7th hour pay per week for each class.

Primary (2-3)

34-36 Assistant 1/2 time per day
OR
2 hours of planning time at 7th hour pay per week for each class.

37+ Full-time Assistant
OR
2 hours of planning time at 7th hour pay per week for each class.

Intermediate (4-6)

35-37 Assistant 1/2 time per day
OR
2 hours of planning time at 7th hour pay per week for each class.

38+ Full-time Assistant
OR
2 hours of planning time at 7th hour pay per week for each class.

ELEMENTARY SPECIAL AREA TEACHERS (Art, Music & PE)

Kindergarten, First Grade and 15 Lowest-Achieving Schools 31+ { 1/2 hour of planning time

Primary (2 - 3) 34+ { at 7th hour pay per week

Intermediate (4-6) 35+ { for each class.

SECONDARY 36-40 4 hours of Assistant time per week for each such class up to a maximum of 20 hours.

OR
7th hour pay for two additional preparation periods per week for each such class up to a maximum of 5 hours per week.

****Seventh (7th) hour pay maximum is five (5) hours per week per teacher.***

5. The number of students assigned to any given class shall not exceed the number of appropriate pupil work stations.
6. If violations of these class size maxima occur at the beginning of the school year because of scheduling difficulties every effort shall be made to make the necessary adjustments during the first week of school. All such adjustments shall be made no later than eight (8) days after the opening of the school year.

E. SPECIAL EDUCATION CLASS SIZES AND CASELOADS* (MiMH, LD, MoMH, EH, EH Social Workers and Speech and Language Pathologists).

1. The class size maxima for Special Education Classes/Caseloads shall be:

MiMH Elementary	12-14 students
MiMH Secondary	14-16 students
LD Elementary	10-14 students
LD Secondary.....	14-16 students
LD Secondary (Resource)	12 students
MoMH	10 students
Severely Mentally Handicapped	10 students
EH/K-12	10 students
Hearing Impaired	12 students
Multiply Handicapped.....	8 students
Orthopedically Impaired	12 students
Visually Impaired	12 students
EH Social Workers.....	20 minimum*
	30 maximum*
Speech & Language Pathology	60 caseload

* - based on the nature and severity of the type and intensity of the services needed, as determined by the Director of Special Education. When the caseload exceeds thirty (30), staff adjustments will be made or additional staff will be hired.

2. For the purposes of this program, the following operational definitions apply:
 - Resource: One period per day of the student's instructional time (0-24%) devoted to the remediation of processing deficits.
 - Part-Time: Two periods per day of the student's instructional time (25-49%). Instruction during this time can be compensatory and/or content-focused dependent upon student needs.
 - Full-Time: Three or more periods per day of the student's instructional time (50%+). Instruction during this time can be compensatory and/or content-focused dependent upon student needs.
3. In any given school if there are six or more LD students, a class or an additional class shall be established.
4. In any given school where the class size for an EH or MoMH class reaches thirteen (13) students, another class shall be established and the students assigned on an equitable basis.
5. Students will be placed in classes based on: needs as specified in the goals and objectives in the IEP; the nature and severity of the student's disability, and the type and intensity of the services needed.

6. Special Education students shall not be arbitrarily assigned to Special Education programs. Program assignments shall be based upon the needs of students which shall be determined by case conference recommendations.
 7. Teachers of part-time and full-time programs will not be required to teach more than one content area/course during the same period.
 8. For such time as the Gary Community School Corporation does not have a Mild Disabilities program, no classes designated as Mild Disabilities shall be scheduled.
 9. The "teacher-of-record" shall be a special education teacher who provides direct or indirect services to the student. There shall only be one teacher of record per child. (See Article VII, Indiana Title 511)
- In an instance where a teacher provides indirect services to the student, the teacher shall be compensated with one (1) hour of supplemental pay per week at the teacher's hourly rate.
10. If violations of these class size and/or caseload maxima, because of scheduling difficulties, occur at the beginning of the school year, every effort shall be made to make the necessary adjustments during the first week of school. All such adjustments shall be made no later than ten (10) days after the opening of the school year.
 11. In an instance where the class size and/or caseload cannot be maintained, the remedies outlined in this section serve as a short-term solution to the problem until the administration can make the proper adjustment.

If during the school year, a class or caseload exceeds the maximum, remedies shall apply the third day, if adjustments have not been made.

Every effort will be made to make adjustments when MiMH class size maxima are exceeded by more than four (4) students, and LD, EH, and SLP class size/caseload maxima are exceeded by more than three (3) students.

CLASS SIZE/CASELOAD REMEDIES

MiMH ELEMENTARY (K-5)*

Self-Contained	15-16	Assistant 1/2 time per day OR 4 hours of planning time at 7th hour pay per week for each class.
	17+	Full-time Assistant OR 4 hours of planning time at 7th hour pay per week for each class.

MiMH SECONDARY (6-12)*

Departmentalized	17-20	4 hours of Assistant time per week for each class up to a maximum of twenty (20) hours OR 7th hour pay for two additional preparation periods per week for each class.
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LD/Elementary	15-16	} Assistant 1/2 time per day } OR } 4 hours of planning time at 7th hour } pay per week for each class
LD/Secondary*	17-18	
LD Secondary (Resource)*	13-16	
EH/K-12*	11-12	
MoMH (K-12) *	11-12	
LD/Elementary*	17+	} Full-time Assistant } OR } 4 hours of planning time at 7th hour } pay per week for each class
LD/Secondary	19+	
LD/Secondary (Resource)*	17+	
EH/K-12 *	13+	
MoMH (K-12) *	13+	
Speech Pathology Caseload*	61 -67	Two (2) hours of planning time at 7th hour pay per week.
	68+	Four (4) hours of planning time at 7th hour pay per week.

Caseload shall be defined as it is in Article 7 (Indiana Title 511). The remedy for EH and MoMH shall only be in effect until a class is established or an assistant is hired.

*** Seventh (7th) hour pay maximum is five (5) hours per week per teacher.**

F. Learning Disabilities

1. A committee composed equally of representatives of the Union and the administration shall convene to study and make recommendations related to class sizes and location of classes for children with Learning Disabilities.
2. In the event of severely handicapped pupils and types of intensity of instruction needed, the teacher may appeal to the Director of Special Education for relief.

G. Upon request of either the School Corporation or the Union a joint committee of Union representatives and administrators will meet to study procedures for staff allocation and organization to effect class size reduction.

**ARTICLE XVIII
ALLOCATIONS**

A. Minimum Allocation of School Nurses (not including School Nurse Practitioners):

PUPIL ENROLLMENT	ALLOTMENT
399	.2
400 - 699	.4
700 - 1099	.6
1100 - 1599	.8
1600 - 2099	1.0
2100 - 2599	1.0 + 1 aide
2600	1.0 + 2 aides

School Nurse Practitioners will provide supplementary services for all schools, operating from designated centers, in addition to the base program. The nature of and the arrangements for these supplementary services will be communicated to the total staff.

B. Minimum Allocation of Librarians

	PUPIL ENROLLMENT		ALLOTMENT	
			PROFESSIONAL	TECHNICAL
Elementary:		350	.5	
	351 -	500	1*	
	501 -	900	1	
	901 -		1	1
Middle:		749	1	
	750 -	899	1.5	1
	900 -	1499	2	
	1500 -		2	1
Senior:		1200	2	1
	1201 -	2000	2	2
	2001 -		3	2
Technical Services:				1

* - May have an additional assignment within area of certification not to exceed five (5) hours per week.

C. Counselors

1. It is recognized by the Gary School Board and Gary Teachers Union that it is desirable to control student/counselor ratio and the establishment of a maximum counselor load.
2. It is also recognized that as a desirable goal, student/ counselor ratio should not exceed 300:1.
3. The average student/counselor ratio for any given school shall not exceed 400.
4. It is recognized by the parties that the Counseling Department chairperson has an enormous responsibility in the Department and should, thus, have a reduced counseling load. The Department Chairperson in each high school shall have one (1) hour, in addition to the regular work-conference period, for devotion to the duties associated with this position. This period shall not be included in the 400:1 ratio for the allocation of counselors.
5. It shall be the responsibility of the Assistant Superintendent in charge of Educational Services to inform the Gary Teachers Union by October 15, of each year, as to the exact student/ counselor ratio in the school system and at each individual school. Those ratios shall become grievable within thirty (30) days after receipt of said information.

D. Social Workers

1. It is recognized by the Gary School Board and the Teachers Union that social workers provide necessary services for students and staff, and that it is, therefore, desirable to maintain a student/social worker ratio that will provide these services.
2. The city-wide student/social worker ratio shall not exceed 1294:1.

3. Special consideration shall be given for assignment of social workers, based on the number of "special needs" students enrolled in a given school.

ARTICLE XIX PUPIL ASSIGNMENTS

- A. It shall be the responsibility of the principal or other designated administrator to make assignments of pupils to classes. In making such pupil assignments every effort will be made to maintain balanced class sizes in each subject area of the assignment. To help achieve improved balancing of class sizes, an up-to-date record of class membership shall be maintained and open to the inspection of teachers.
- B. Each teacher shall receive a class list as accurate as possible for each of the classes at the beginning of each semester.
- C. When students are transferred within the building, the teacher receiving the transferred student will be informed in advance as to reasons for the transfer. Either teacher (sending and receiving teacher) may request a meeting with the building administrator to discuss the transfer.
- D. Upon request of either the School Corporation or the Union, an equal number of teachers and administrators shall meet to review present pupil accounting procedures and make recommendations for improvement.

ARTICLE XX RELIEF FROM CLERICAL RESPONSIBILITIES

- A. The School Corporation and the Union recognizes that there is a need for providing relief for teachers from performing clerical and other routine non-instructional chores which require teachers' time and that recognition results in agreement to the provisions of this Article.
- B. Upon request of either the School Corporation or the Union, a joint committee made up of an equal number of administration and Union representatives shall be established to study current practices and to make recommendations for negotiations for the succeeding agreement. Pending the results of such new negotiations, teachers shall not be expected nor required to perform the following clerical tasks:
 1. The scoring of standardized tests, with the exception of reading readiness tests for which results are needed by the teacher immediately.
 2. The entering of grades, test scores and other information on office records.
 3. The completing of more than one report of pupil attendance (excluding the teacher's own class book) per class per day.
 4. The completing of no more than the following reports of pupil grades per grading period.
 - a. Teacher's record book
 - b. Pupil's report cards
 - c. A report for office records

5. The collection of bookrental, writing of receipts for bookrental, keeping account of bookrental monies, and other bookrental records. Teachers may be expected to distribute notices and envelopes brought in by children, during that portion of the semester when most bookrental payments are made, and forward it to the office. Teachers will encourage the payment of bookrental because these payments are essential to provide necessary textbooks.
6. In the elementary schools, school picture payments and/or return of unsold pictures shall be collected and accounted for by personnel other than teachers. Teachers may be expected to receive picture money in sealed envelopes and/or unsold pictures brought in by students and forward them to the office, but teachers will not account for the return of money and/or pictures. This procedure will be followed only when collections are heaviest and also when in the opinion of the teacher such procedures would result in less loss of pupil instructional time.
7. The correcting of data processing class list print-outs more than once each semester.

ARTICLE XXI SUPPLIES, MATERIALS AND EQUIPMENT

A. Delivery of Materials and Supplies

1. It is recognized that there is a need for providing adequate supplies and materials within budgetary limitations promptly as the need arises for use by teachers and pupils. A teacher may present a requisition for supplies to the office at any time. All supplies available in school's stockroom shall be delivered within twenty-four (24) hours after the office receives the requisition. When filing a stock requisition, the teacher should try to anticipate his/her supply needs for a two-week period. Supplies available from central stockrooms outside the building shall be delivered to teachers as soon as possible, but no later than within two (2) weeks of the teacher's requisition.
2. In the event that supplies are not delivered within the time limits prescribed due to budgetary limitations, the teacher shall be so informed in writing within these time limits.
3. The School Corporation will develop a form that teachers will use to indicate the necessary information to identify faulty or inferior supplies or materials and their manufacturer. This form shall be submitted to and collected from teachers at least once a semester. A joint committee comprised of teachers and administrators shall review these complaints each semester and make a recommendation to the Purchasing Department that the inferior supplies and materials no longer be purchased.

B. Budget for Supplies, Materials and Equipment

1. The principal will prepare the school budget only after consultation with the faculty.
2. The principal shall advise the faculty in writing of the total amount of funds available to the school for supplies and materials. A copy of this notice shall be given to any teacher who joins the faculty after such consultation has occurred.

3. Whenever changes occur that affect the school budget, the above steps shall be repeated.
4. The school budget as used in this section shall mean the school building's general fund allocation for instructional supplies and equipment.

C. Development of Basic Minimum Standards for Material and Equipment

1. Joint committees composed of an equal number of teachers appointed by the Union and administrative staff members appointed by the Superintendent will be established to study the "Basic Minimum Material and Equipment Needs." They will develop lists of standard materials and standard equipment known as "Basic Minimum Equipment Standards" and "Basic Minimum Materials Standards" which will form a basis for determining the amount of funds and the allocation of funds to meet basic minimum needs in the school budget. The aforementioned joint committee shall also develop procedures for the orderly implementation of the Basic Minimum Standards provision.
2. The committee will develop these "Basic Minimum Standards" for the school and/or departments, subject areas, grade levels, and individual teaching stations such as:

English, Business Education, Speech, Science, Homemaking, Library, Audio-Visual, Industrial Arts, Foreign Language, Social Studies, Kindergarten, Language Arts, Mathematics, Physical Education, Art, and Music (Vocal and Instrumental).
3. If any of the recommendations formulated by the above steps which are provided to the Superintendent are agreed upon by the parties in negotiations to be implemented, then they shall be funded in the next budget insofar as budget deadlines permit and listed under the category heading - Basic Minimum Needs.

**ARTICLE XXII
TEXTBOOKS AND INSTRUCTIONAL MATERIALS**

- A. Basic Academic Textbooks - Each child shall be supplied with a textbook in each academic subject, and it shall be pertinent, up-to date, multi-ethnic (where such materials are available) and bear relationship to his/her environment.
- B. Instructional Materials Appropriate to Ability Level - Each teacher shall have the right to requisition and, within budgetary limitations, be supplied with books and instructional materials appropriate to the ability level of each child.
- C. Expendable Workbooks - Expendable workbooks which have been approved by the Gary Community School Corporation, shall be provided upon the request of the teacher of students who achieve at a low level as defined in negotiations. Other requisitions for appropriate expendable workbooks shall be honored within budgetary limitations.
- D.
 1. Special Education classes shall be treated the same as regular classes for the purpose of space allocations within a building, and when ordering consumable and other instructional materials.
 2. LD and EH students shall be included when students are counted for the purpose of ordering books and other instructional materials. Student counts and

appropriate instructional levels shall be submitted to the building principal by LD and EH teachers.

3. Teachers of LD and EH classes shall receive teacher's guides and other teacher resource materials which accompany an adopted series.

ARTICLE XXIII GRADES AND REPORT CARDS

- A. 1. The classroom teacher is solely responsible for the evaluation and measurement of pupil progress and the determination of grades, promotion, and retention (except the School Corporation may retain a student pursuant to the procedures and criteria set forth in IC 20-10.1-17, et. seq., concerning the Achievement Standards and Promotion).
2. Appeals Process
 - a. Cases in which the principal believes that the teacher-assigned grades do not reflect pupil progress shall be referred to the Union Building Committee for study and recommendation to the teacher within ten (10) days of receipt of the complaint.
 - b. When the principal believes that the recommendation of the Union Building Committee does not reflect the progress of the pupil, a city-wide appeals Committee, appointed by the Union, consisting of seven (7) teachers from the same grade level/subject areas, shall study and make recommendations to the teacher within fifteen (15) days of receipt of the complaint. (One teacher shall be a representative from the Union Building Committee in the school where the complaint originated.)
 - c. The Committee shall make its recommendations within the framework of the city-wide guidelines for determining grades, retention, or promotion.
- B. The number of report cards in the secondary schools shall be four per school year.
- C. The School Corporation will distribute information to each student's parent or guardian concerning the Indiana Statewide Testing for Educational Progress Programs (ISTEP) including notification to the parent or guardian of the possibility of the need for school attendance and the possibility that a student may be retained.
- D. Teachers shall have one-half day released time in conjunction with the end of each of the 1st, 2nd, and 3rd grading periods for the purpose of evaluation of pupil progress, recording of grades and planning of instruction. Teachers shall have one (1) day released time for completing final reports and related activities at the end of the school year. The three (3) half-days for parent conferences shall be scheduled at the end of the 1st, 2nd, and 3rd marking periods.

Teachers shall submit their grade sheets by noon on the Monday following the close of the grading period.
- E. Elementary teachers shall have one-half (1/2) day of released time immediately prior to the last day of school for students for the purpose of completing records, report cards, etc.

**ARTICLE XXIV
TEACHING CONDITIONS**

- A. Teacher Workrooms and Equipment - It is recognized that more rapid progress is needed in providing adequate teacher workrooms, adequate equipment for use by teachers, teacher lounges, and restroom facilities in each school. A survey of each building will be made to determine what facilities and equipment are now available and what facilities need to be added or improved and what additional equipment needs to be added. The survey will be completed early enough to permit appropriate inclusion in the next proposed budget for needed improvement.
- B. Classroom Interruption - Classroom interruption through the use of the inter-com shall be kept to a minimum.
- C. Transporting Materials - Teachers will not be expected to transport books and/or other materials when necessary room reassignments are made.
- D. Communications
1. A telephone for the use of the members of the teaching staff shall be provided in each building. In each building where existing facilities permit, the telephone will be placed in a setting which permits confidential parental and other professional conferences. Plans for all new buildings and all major remodeling will provide for such placement of telephones for teaching staff use.
 2. Each building to which teachers are assigned shall have installed, as soon as possible, a means of immediate communications with the principal's office.
- E. Replacement of Broken Windows - It is recognized that the schedule for replacing broken windows is important. Procedures will include, but not be limited to, the following:
1. Temporary closure of any broken window shall take place as soon as possible, but in no case later than twenty-four (24) hours after the breakage is reported by the teacher to the principal.
 2. Permanent replacement of any broken window with glass or other appropriate substitute shall take place on an improved schedule.
 3. Problems related to glass breakage and other school vandalism and methods of dealing with this problem including appropriate learning activities for students shall be the subject of continuous study. The School Corporation when requested by the Union shall establish a Committee for this study. Such committee shall develop procedures for the implementation of Sections 1 and 2 of this section, make status reports, and make recommendations for budget allocations. This committee shall be comprised of an equal number of teachers, appointed by the Union, and administrators.
- F. Safe and Healthful Teaching Conditions - Teachers shall not be required to work under conditions which are unsafe, unhealthy, or hazardous to them or students, or to perform tasks that endanger the health or safety of the teachers or students.
- G. Every school shall have a minimum of one paper cutter, typewriter, and spirit duplicator. There shall be a minimum of two paper cutters, typewriters, and spirit duplicators for

schools with 1,000 to 1,999 students and a minimum of three for schools with over 2,000 students. These shall be for the exclusive use of teachers.

Mimeograph facilities and a copy machine will be readily accessible to teachers at each school.

- H. Each classroom or other teaching station will be properly cleaned and maintained.
- I. Practice fire drills will not be scheduled nor conducted:
 - 1. when teachers or other school personnel are administering officially scheduled standardized tests, nor
 - 2. during days set aside in each building for giving examinations at the end of a grading period.
- J. Regulations Posted for Visitation to Classrooms
 - 1. Regulations concerning school visitation, including penalties for violating same, shall be posted in each building: ("ALL VISITORS ARE WELCOME. EVERYONE MUST IMMEDIATELY REGISTER IN THE PRINCIPAL'S OFFICE. FAILURE TO DO SO MAY RESULT IN PROSECUTION FOR CRIMINAL TRESPASS.") All visitors to school buildings must report to the principal's office.

The term visitor, as used herein, does not include school employees on official school business.
 - 2. When a visitor requests an immediate meeting with a teacher and the principal deems it appropriate, the principal shall make the necessary arrangements.
 - 3. If the principal finds it necessary or if the teacher requests, the principal or his/her designee shall sit in on the meeting.

ARTICLE XXV PROFITS FROM VENDING MACHINES

The Union Building Representative and the principal shall make joint decisions for expenditures of individual school's extracurricular general account monies raised by vending machines which are primarily for teachers' use.

ARTICLE XXVI OTHER PROFESSIONAL RIGHTS

- A. Academic Freedom - It is recognized by the parties that a spirit of free and open study, inquiry, and learning is required for the creation and maintenance of a desirable and necessary teaching-learning environment. Each teacher shall have the right to conduct his/her classes free from intimidation and harassment.
- B. Lesson Plans - Lesson planning is the responsibility of the teacher. It is recognized that no agreed upon format in the writing of lesson plans exists. Individual styles, format, language, etc., should be respected.

The primary objective of lesson plan review is to improve instruction. The lesson plan may be reviewed by the principal in connection with an observation of the class being taught and/or in connection with a conference being held with the teacher. If a request

for a review of a lesson plan is made in conjunction with a conference, it should be made two (2) days prior to that conference. Said review should focus on the content.

It is understood that a reasonable number of such conferences would not exceed four (4) per school year unless there is evidence of a serious instructional deficiency.

- C. Observation of Teaching Performance - The teacher shall be made aware of all classroom observations, visitations or auditing during the time that it occurs.
- D. P.T.A. Attendance - Attendance at P.T.A. meetings is encouraged by the Union and the Board, but attendance at any P.T.A. meeting is not required and attendance or non-attendance at P.T.A. meetings shall not be a factor in non-tenure evaluation.
- E. Performance of Normal Duties - Teachers shall not be required to perform any activity that is not a part of their normal duties.
- F. Professional Improvement - Continuous professional growth by procedures such as academic study, research, workshops, etc., shall be encouraged.
- G. Extra-curricular Activities - No teacher shall be required to participate in extra-curricular activities.
- H. Members of the Same Family in the Same Building - The past policy which stated that "Two members of the same family shall not be assigned to the same building," shall no longer be in effect when both are members of the bargaining unit.
- I. A copy of the agenda for School Board meetings shall be distributed to each school at the same time as it is mailed to School Board members. This notice shall be posted on the bulletin board in each school location.
- J. At the beginning of each school year, teachers shall be informed in writing of the Special Services personnel who will be working with them (e.g., Psychologists, audiometrists, social workers, nurses, etc.).
- K. The following shall be made available to all teachers:
 - 1. The Uniform Code of Student Conduct which shall be implemented in each school.
 - 2. GCSC's rules and regulations regarding the Alternative Middle School.
 - 3. GCSC's procedures regarding in-school/Saturday suspension programs.
 - 4. GCSC's rules and regulations on computing the final grade (which shall be reviewed with teachers when hired and with all teachers at the beginning of each school year).
 - 5. Guidelines for pay for supplementary services.
 - 6. GCSC'S regulations for fund raising.

**ARTICLE XXVII
EXTRA COMPENSATION DUTIES**

- A.
1. When an extra-pay assignment becomes available within a building it shall be offered to teachers within the affected department/grade level base upon rotating seniority. If no teacher within the department bids on the assignment, then it shall be offered to teachers outside the department/grade level based upon seniority and qualifications.
 2. When a city-wide extra-pay assignment becomes available, it shall be posted in accordance with established procedures. The position shall be awarded based upon seniority and qualifications for the position. (This includes extended day, SAT preparation, and other related activities, but excludes the original Saturday School program at Tolleston School.)
 3. When teachers are hired to provide instruction for students, they are to be paid their hourly rate.
- B. Seventh Hour Assignments - At the beginning of each school year, the principal shall survey the teaching staff to determine which teachers wish to volunteer for seventh hour assignments. Such assignments shall be rotated among the available teachers presently teaching in the department, subject area or grade level.
- C. Night School Positions
1. Qualified Gary staff members shall have priority in assignment to night school positions.
 2.
 - a. Teachers in the night school shall receive their regular pay when there is an unscheduled closing of the night school in the same manner as regular day school teachers.
 - b. In evening vocational programs which are contracted for a specific number of hours, teachers shall be paid for the actual number of hours worked.
 3. Any night school teacher who was employed as a night school teacher during the 1975-76 school year shall be given priority in staffing any night school program during the regular school year, provided he/she shall not have relinquished his/her night school position during the regular school year.
 4. Members of the bargaining unit, when applicants are available, shall be given priority in night school programs provided they are certified.
 5. When decreased enrollments make it necessary for a night school staff reduction, the teacher with the least night school seniority within the classification being reduced shall be the first transferred or released, and so on, provided that all substitutes filling a vacancy have been first removed. Such teachers shall have the first priority in refilling vacancies.
 6. A current list of course offerings will be available in the principal's office in each school and in the office of the Gary Teachers Union. Other vocational, basic education, hobby and special interest programs will be announced as openings occur and programs are initiated.

7. Applications for night school positions shall be made to the Director of Continuing Education.
8. A file of applicants for night school vacancies shall be maintained at the office of Continuing Education in a place accessible to the President or designated representative of the Union.
9. As vacancies occur, certified applicants who are in the bargaining unit shall be employed on the basis of system-wide seniority.

D. Summer School

1. Each teacher who wishes to be considered for a teaching assignment in a summer school program must submit an application to the Personnel Office by March 1.
 - a. If insufficient applications are on file by March 1, additional applications will be accepted with all teachers being duly notified of the extension of the application period.
 - b. Applications may be made only by current School Corporation employees unless there are insufficient applications after one extension of the March 1 deadline.
 - c. Applications received during an extension period will be applicable for those positions not covered by applications received prior to March 1.
2. The following criteria will be used in the selection process:
 - a. Teachers (including special education) who are licensed for and are currently teaching in the subject area will be given priority.
 - b. Teachers, according to seniority, will be given priority for any assignment, provided, that he/she has not taught in any summer school program in the preceding five-year period.
 - c. Every attempt will be made to achieve racial staff balance in each school or program.
3. All summer school applicants shall receive notification as soon as possible that they have been hired or they have not been hired.
4. Summer school applications shall be available for perusal by the Union at any time.
5. Class size limitations, as provided for elsewhere in this Agreement, shall be maintained.
6. Equipment and materials essential to the summer school program will be made available to summer school teachers.

E. Flat Rate Pay

1. In addition to the flat-rate pay, Athletic Directors shall be assigned one hour released time, during the normal school day, for fulfilling the responsibilities of the positions.
2. The flat-rate pay schedule for 1998 shall be increased by 1% for the 1999 contract year.

The flat-rate pay schedule for 1999 shall be increased by 2.7% for the 2000 contract year.

The flat rate pay schedule for 2000 shall be increased by 3% for the 2001 contract year. Effective January 1, 2001, the Flat Rate schedules shall be changed to reflect "parity" between coaches of girl's and boy's sports (i.e., Basketball). In the area of Music, directors of Band and Orchestra and Choral Music shall be paid the same, in both the high schools and middle schools.

F. When teachers are employed or assigned to teach Driver Education, they will be issued supplemental contracts, and shall be paid at their hourly rate of pay.

G. Supplementary Pay

1. The administrators and teachers in each school shall determine the activities to be sponsored and paid for from the Supplementary Pay Account.

2. In 1999, the allocation shall be:

Elementary Schools	\$600.00
Middle Schools	\$650.00
Senior High Schools	\$700.00

The per pupil allocation shall be \$.95.

3. Teachers who receive flat-rate pay for a specific activity are not eligible for supplementary pay for the same activity.

**ARTICLE XXVIII
SECONDARY SCHOOL FINAL EXAMINATION SCHEDULE**

A. It is recognized by the School Corporation and the Union that a more desirable closing of school is necessary. This will give the teachers and the pupils the opportunity to maintain a regular instructional program and to utilize the library and audio-visual facilities through the Friday prior to the last week of school.

B. Building Schedules should be made so as to provide for a smooth final examination schedule. No more than one (1) class should be scheduled during the fourth and fifth periods.

A committee of an equal number of teachers and administrators shall convene, when deemed necessary, by the Union or the School Board to continue its study and to make additional recommendations to the Negotiating Teams as to final examination schedules.

C. Effective with the 1988-89 school year, following are the final examination schedules for the High Schools for the final two (2) days of school prior to the end of the first semester and the final three (3) days of school prior to the close of the school year :*

First Day:	8:30 - 11:30 a.m.	Regularly scheduled classes
	12:25 - 1:30 p.m.	Fifth Period Class Exams
	1:35 - 2:30 p.m.	Sixth Period Class Exams
	2:35 - 3:30 p.m.	Seventh Period Class Exams

Second Day: 8:30 - 9:25 a.m.	First Period Class Exams
9:30 - 10:25 a.m.	Second Period Class Exams
10:30 - 11:25 a.m.	Third Period Class Exams
12:25 - 3:30 p.m.	Teachers will work with examination papers and records in the afternoon.

Third Day: Teachers will complete final reports.

D. Effective with the 1988-89 school year, following are the final examination schedules for Middle Schools for the final three (3) days *:

First Day: 8:00 - 8:40 a.m.	First Period Classes
8:44 - 9:28 a.m.	Second Period Classes
9:32 - 10:12 a.m.	Third Period Classes
10:16 - 10:56 a.m.	Fourth Period Classes
11:00 a.m.	Dismissal of Students
Second Day: 8:00 - 8:40 a.m.	Fifth Period Classes*
8:44 - 9:28 a.m.	Seventh Period Classes
9:32 - 10:12 a.m.	Eighth Period Classes
10:16 - 10:56 a.m.	Ninth Period Classes
11:00 a.m.	Dismissal of Students

Third Day: Teachers will complete final reports.

* Change to sixth period classes where needed.

Teachers will work with examination papers and records in the afternoon on the First and Second days.

Problems related to the fourth and fifth period examination schedule for June 1989, shall be resolved through a Memorandum of Understanding.

* - Adjustments in the hourly schedule on the examination days may be made to conform to the normal opening and closing.

ARTICLE XXIX SELECTION OF DEPARTMENT CHAIRPERSON AND GRADE LEVEL CHAIRPERSON

Each department chairperson and grade level chairperson shall be chosen by the principal from a panel selected by the teachers in that department or grade level on or before April 1. The panel shall consist of two teachers in departments or grade levels with six or fewer teachers. The panel shall consist of three members from departments or grade levels of from seven to fifteen teachers. The panel shall consist of four teachers in any department or grade level of sixteen or more teachers.

Suggested criteria for selection include among others:

1. Successful teaching experience.
2. Strong academic background and preferably a major in the area.
3. Familiarity with curriculum trends.

**ARTICLE XXX
TEACHER CERTIFICATION**

- A. Employees who are appointed to fill positions for which certificates are required must hold, or be eligible for, a certificate which is currently valid for the grades, subject, or position assigned. This certificate must be filed in the Personnel Office at the time of employment or as soon as possible thereafter. Failure to provide appropriate certification will invalidate the teacher's contract. This provision shall not apply when a teacher is reassigned on a temporary or emergency basis, after initial appointment, to an area for which he/she lacks the proper certificate or has a limited certificate.
- B. It is agreed to by the parties that teachers who receive limited certification during the school year shall be given experience credit and seniority from the first day that they were assigned to the position for which limited certification was requested.

**ARTICLE XXXI
TEACHER CONTRACTS**

- A. Each teacher who is employed to teach full-time in an open teaching position and holds a valid Indiana Teaching Certificate and meets applicable North Central Association requirements for the position assigned shall be offered a teacher's contract.
- B. All teaching assignments which are less than full-time shall be filled by the Personnel Department on a city-wide basis. Such assignments shall be paired, where possible, to create full-time positions.
- C. Teachers who accept part-time positions shall receive part-time contracts provided such teachers surrender any previously awarded full-time contracts. Such teachers shall not have the right to be reassigned to full-time positions within the Building and shall have no right to have contracts renewed automatically.
- D. When teachers are hired on less than a full-time basis, planning time, seniority, length of service, and short-term leave benefits shall be pro-rated in accordance with the terms of the individual contract.

**ARTICLE XXXII
SALARY SCHEDULE PLACEMENT**

- A. Salary Lane Advancement
 - 1. Each teacher who qualifies for advancement to the next training level on the salary schedule shall, upon application and the receipt of an official transcript sent by the University to the Personnel Department, be advanced to that lane effective the date advanced training was completed, but not prior to the school year in which application is made. If the advanced training is completed after May 1, advanced placement will become effective at the beginning of the next school year.
 - 2. Semester hours earned after the Bachelor's Degree but before the Master's Degree which are over and above the required hours to achieve the Master's Degree will be credited the Master's plus 30. Such hours must be earned within

the five year period prior to receiving the Master's Degree in order to be credited for advancement to the next step on the salary schedule. Exceptions to this five-year rule may be made by the Superintendent of Schools. Retroactive payment will be made to the start of the 1975-76 school year only.

B. Earned degrees or additional credits qualifying for advancement on the Salary Schedule must be in the teacher's subject matter field, or another school-related field. Teachers requesting advancement to the Doctor's Degree Lane must have completed all requirements for said degree which was earned in the teacher's subject matter field or a school-related field.

C. Gary Experience

Effective September 1, 1969, the 1963 Personnel Policy Manual detailing experience credit shall be modified as follows:

106-1.113: Add: Experience in Gary shall not be subject to these limitations. Each year of Gary experience will be credited as one (1) year of experience.

106-2.100: Add: "except that experience gained in Gary shall not be subject to this provision."

Any teacher who has Gary experience for which credit has not been previously allowed will, upon application and verification of Gary experience, be placed on the appropriate step of the salary schedule. Payment shall be made for any approved claim effective the first day of the school year during which application for approved claim is made.

D. Outside-of-Gary Experience

Full credit for prior teaching experience outside the Gary Community School Corporation will be allowed, without limitation, in placing newly-contracted teachers on the salary schedule. This credit will be applicable to all teachers employed on or after January 1, 1988. This provision may not be retroactively applied.

E. Gary Professional Advancement Program

A teacher may advance on the School Corporation salary schedule by earning a specified degree or credits beyond a degree from an accredited college or university. In addition, under certain conditions, advancement may be achieved by a combination of university credits (semester hours) and Gary Community School Corporation credits earned through participation in approved in-service professional advancement programs. Following are the professional preparation levels and the respective requirements:

Level 1 - Bachelor's Degree

Level 2 - Bachelor's Degree + 15 hours (Effective 1/1/99)

Level 3 - Master's Degree

OR

Bachelor's Degree plus a minimum of 10 in-service credits plus a minimum of 20 university semester hours, and three years of experience credit within the School Corporation.

- Level 4 - Master's Degree plus 30 university semester hours
OR
Master's Degree plus a combined total of 30 university and in-service credits, of which at least 20 must be university semester hours.
- Level 5 - Master's Degree plus a minimum of 15 in-service credits and a minimum of 45 university semester hours.
- Level 6 - Doctor's Degree

A Professional Advancement Committee, composed of an equal number of representatives appointed by the Superintendent of Schools and the Gary Teachers Union, will develop operational guidelines and approve in-service programs for which credit may be earned. One hour of in-service credit may be earned for each eighteen (18) hours spent in an approved program. A maximum of ten (10) in-service credits can be earned during any school year and summer combined.

Level 2 pay to be determined by taking 50% of the difference between the Bachelor's and Master's Lane. Level 5 will have a salary schedule of \$200.00 above that of Level 4.

All teachers who attain National Board of Professional Standards Certification will receive a \$1,000 stipend in the school year following attainment and each year certified thereafter. This shall be in addition to any salary supplement provided by the State.

ARTICLE XXXIII SALARY, INSURANCE AND OTHER FRINGE BENEFITS

A. Salary Schedule

1. The Salary Schedules appended to this Agreement, which reflect a one percent (1.0%) increase over the 1998 Salary Schedule, shall be in effect from January 1, 1999, through December 31, 1999. In addition to the salaries set forth above, the Board shall pay on behalf of each teacher, the teacher's 3% ISTRF contribution..

The Salary Schedules appended to this Agreement, which reflect a two and seven tenths percent (2.7%) increase over the 1999 Salary Schedule, shall be in effect from January 1, 2000, through December 31, 2000.

The Salary Schedules appended to this Agreement, which reflect a three percent (3%) increase over the 2000 Salary Schedule, shall be in effect from January 1, 2001, through December 31, 2001.

The Salary Schedule shall be modified in accordance with the appropriate documents.

2. The 1987-88 Contract Year for teachers shall be one hundred ninety (190) days. The hourly rate for 1988 shall be determined by the 1988 Salary Schedule.

The 1988-89 Contract Year for teachers shall be one hundred ninety-five (195) days. The hourly rate for 1989 shall be determined by the 1989 Salary Schedule.

3. Effective the 2001-02 school year, the first day of school for teachers shall be used for convocation, meetings and/or staff development, as designated by the school corporation. The second day of school for teachers shall be used, solely, for teacher preparation time. No meetings shall be scheduled. This provision adds one (1) day to the school calendar for teachers (total 196 days), effective August, 2001. (See Article XXXV, Section A.)

B. Insurance

1. Eligible Employees

- a. Each teacher who is employed for a contract year (Sept.- June) shall receive one (1) full year (September 1 through August 31) of health and life insurance benefits.
- b. Any teacher hired during the contract year who has fulfilled contractual obligations and has been issued a contract for the year, shall have continuous coverage through August 31.

2. Gary Community School Corporation Basic Medical and Hospitalization Insurance (Blue Cross - Blue Shield, or any other comparable carrier agreed to by the Union and the Board)

- a. The Gary Community School Corporation (Board) shall pay ninety-six percent of the cost for single or family plans, whichever is applicable, for basic medical and hospitalization plus major medical (with a \$100,000 life-time maximum) and the teachers shall pay four percent (4%) of the cost of such insurance.
- b. The benefit year for the medical and hospitalization insurance shall commence on September 1 and cover the period through August 31 of the following calendar year. The premium year shall coincide with the base year in determining percent increases.
- c. The base year shall be defined as January 1 through December 31 of any given year.

3. The School Corporation will provide Term Life insurance of \$25,000 for each teacher. In addition, each teacher shall have the option of purchasing additional life insurance at a cost to the teacher equal to the prevailing rate per month per thousand dollars of additional term life insurance up to a maximum of \$100,000.

4. The School Corporation will provide major medical coverage of \$100,000 for each teacher, each teacher's spouse, and all unmarried dependent children under twenty-three (23) years of age.

5. Proof of Insurability

The School Corporation shall have, on file, an acknowledgment form for refusal of coverage which has been signed by the employee. The administration and the Union will jointly develop the form to be used for the purposes of this section.

New Employees: The School Corporation shall offer health and life once at the time of employment. Each teacher must apply for insurance (life and/or health) within thirty (30) days of date of hire as a regular teacher. Each teacher who applies for insurance after thirty (30) days must show evidence of insurability subject to the approval of the insurance company.

Current Employees: Current employees who are not now enrolled in the life and/or health insurance program and who apply for coverage at a later date shall show evidence of insurability, unless there is a qualifying event as defined in the policy issued by the carrier (i.e., marriage, divorce, adoption, layoff/involuntary termination, death or birth). Application for coverage must be made and received by the Corporation's Insurance Department within thirty (30) days of the event.

6. The Board of School Trustees agrees to pay \$25.00 per annum per teacher who chooses to sign up for the group dental program. Additional cost of the said dental program shall be deducted from the participant's pay over 20.5 pay periods.
7. It is agreed to by the parties that social workers may find it necessary in connection with their duties, to purchase automobile insurance for "business purposes." The Gary Community School Corporation will, upon proper application, reimburse social workers for the increased cost which occurs in the difference between premiums paid for "personal use" and those for "business use". Forms for this purpose will be available in the office of Special Services.
8. A committee composed equally of representatives of the Union and the administration shall study the present insurance programs to explore the possibility of obtaining improved benefits through more efficient programs and to investigate competitive insurance carriers if a more competitive rate is provided by another acceptable insurance company. If it is determined that self-insurance for medical and hospitalization programs is more cost effective and efficient, a recommendation will be made to the Board and the Union for implementation. Upon approval by both parties, the program shall be implemented. This committee will conclude its review by August 1, in any given year, but in any event the Committee will issue a report to the Union and the Board of School Trustees concerning its study.

C. Continuation of Insurance

1. Teachers on an approved leave of absence for illness shall have the employer's share of their health, life and dental insurance premium paid by the Gary Community School Corporation for the duration of the illness. The employee's share, if any, will be paid directly to the Payroll Department for the Gary Community School Corporation.

Said duration of illness shall be certified by a doctor's statement and shall be granted up to a maximum of three (3) years.
2. A teacher on Sabbatical Leave shall have the employer's share of their health, life and dental insurance premiums paid by the Gary Community School Corporation for the duration of the leave. The employee's share, if any, will be paid directly to the Payroll Department for the Gary Community School Corporation.
3. Teachers on maternity leave shall have the employer's share of their health, life and dental insurance premiums paid by the Gary Community School Corporation for one (1) year after the commencement of the leave. The employee's share, if any, will be paid directly to the Payroll Department for the Gary Community School Corporation. If the maternity leave extends beyond this contractually

defined disability period, the teacher shall have the right to participation as set forth in subsection C-4 below. If after this defined disability period expires and the teacher is still disabled from complications of the pregnancy or the delivery, the teacher may apply for illness leave. (Article XVI, Section D-2e).

4. Leaves - Teacher's participation may continue

Teachers who are granted leaves of absence for reasons provided for in Article XVI, Section B-2, 4, 5, 6, 7, 8, 9, and 10, and Section D-11; and for parental leave not covered in subsection C-3 may continue their participation in the group health, life and dental insurance programs subject to the provisions of this section. The employee will pay the entire cost of his/her premium.

- a. The employee who has the right to continue in the insurance program with or without School Corporation contribution, shall pay his/her contribution, if any, directly to the Payroll Department of the Gary Community School Corporation.
- b. The employee shall make direct application to the Payroll Department in the Service Center no later than their last day on the payroll.
- c. The employee shall assume full responsibility for making all premium payments and the Gary Community School Corporation and any of its employees shall be under no obligation to notify the person on leave of absence of a premium payment due.
- d. Payments for health insurance may be made on no less than a monthly basis. Payment for life and dental insurance may be made on no less than a monthly basis. Such payments are subject to appropriate rate adjustments. Payments are due thirty (30) days prior to the due date of each monthly, quarterly, semi-annual or annual payment to the insurance company. No cash payments can be accepted and a check issued against insufficient funds or issued later than the agreed due date will automatically cancel the insurance. The check should be made out to the insurance carrier.
- e. The employee may continue Blue Cross-Blue Shield insurance alone or he/she may combine it with life insurance and major medical but he/she may not continue life insurance and major medical insurance unless he/she is a member of a Blue Cross-Blue Shield Plan whose coverage is comparable to the Gary Community School Corporation plan.

5. The School Corporation shall administer the continuation of insurance pursuant to Federal Law (P. L. 99-272 COBRA) and the Indiana Law (IC 5-10-8-2).

D. Termination of Employment

1. Teachers who are terminated for cause (not including reduction in force) shall participate in the group health, life and dental insurance program and the School Corporation shall continue its contribution until thirty (30) days after termination.
2. Teachers who are terminated for reduction in force and who request and are granted a leave of absence (Article XVI, Subsection D-1) may continue their participation in the group health, life and dental insurance program and the School Corporation will continue its contribution until August 31 following the end of the school year in which the teacher was terminated for reduction in force.

After that August 31 date that teacher may participate in the group health and life insurance program as described in section C-4.

3. Teachers who retire or resign shall have the following continuation rights:
 - a. Teachers whose retirement or resignation, becomes effective the last day of school may continue their participation in the group health, life and dental insurance program and the School Corporation will continue its contribution until the August 31 immediately following the end of the school year in which the teacher retires or resigns.
 - b. Teachers whose retirement or resignation becomes effective before the end of the school year may continue their participation in the group health, life and dental insurance program and the School Corporation will continue its contribution until thirty (30) days after retirement/resignation.
 - c. Teachers may not participate in the Group health, life and dental insurance program beyond the times outlined in a and b above.

E. Severance Pay

The contract salary of each teacher for his/her last year of employment shall be increased according to the following formula:

1. Teachers with 1-14 years of creditable service will receive an increase in their last year of employment equal to an amount determined by multiplying thirty dollars (\$30.00) per day times the number of accumulated sick leave days.
2. Teachers with 15-24 years of creditable service will receive an increase in their last year of employment equal to an amount determined by multiplying forty dollars (\$40.00) per day times the number of accumulated sick leave days.
3. Teachers with 25 or more years of creditable service will receive an increase in their last year of employment equal to an amount determined by multiplying fifty dollars (\$50.00) per day times the number of accumulated sick leave days.
4. In computing the severance pay described above, a maximum of one hundred fifty (150) accumulated sick leave days will be utilized in the formula.

F. Terminal Retirement Pay

1. The contract salary of each teacher for the last year of employment prior to his/her retirement will be increased according to the following schedule:

Teachers with 15-19 years of creditable service	\$2,000
Teachers with 20-24 years of creditable service	\$4,000
Teachers with 25 and over years of creditable service	\$6,000

2. The teacher planning to retire should notify the Superintendent's office in writing preceding the retirement to become effective at the end of the semester or the close of the school year, so that the teacher's salary can be increased to meet this provision.
3. When teachers are forced into retirement as a result of ill health, accident or other unforeseen circumstances, the requirements of a written notice of intent to retire shall be waived and terminal pay benefits shall be paid in a lump sum upon the retirement of such teacher.

4. Any teacher who becomes disabled prior to age fifty (50), who meets the minimal creditable service requirements of fifteen (15) years of teaching, and who is eligible for disability retirement, as determined by the Board of Trustees of the Indiana State Teachers, Retirement Fund, shall also be eligible for terminal retirement benefits as outlined in this Section.

G. Payment of retirement, severance pay, and continuation of group health and dental insurance.

1. Upon the death of a teacher eligible for terminal retirement pay benefits and severance pay, benefits shall be paid directly in a lump sum in the following manner.

- a. The designee of the decedent filed with the Assistant Superintendent of Business Affairs of the Gary Community School Corporation.
- b. The surviving spouse if no designee.
- c. Children of the decedent if no designee or surviving spouse of the decedent.
- d. The administrator or executor of the decedent's estate, if no designee or surviving spouse or children.

Proof of marital status or relationship shall be furnished by anyone claiming under this section.

2. The following rights, subject to the limitations of the rules and regulations of the insurance carrier, will continue to be in effect after the death of a teacher:

- a. The School Corporation will continue to contribute, until August 31 to the family health program of teachers whose death occurs after the last day of the school year.
- b. The family health program of teachers whose death occurs before the last day of the school year will be maintained for thirty (30) days after death.

H. The Gary Community School Corporation agrees to provide all teachers of the bargaining unit with an "Information Manual," which outlines all insurance benefits available to them and procedures for obtaining and continuing such benefits.

ARTICLE XXXIV PAYROLL PROCEDURES

A. Teachers shall have the option of having the annual salary spread over twenty-six (26) bi-weekly payroll periods. A request for the 26-pay option shall be irrevocable for one (1) year.

B. The School Corporation agrees to provide a detailed accounting with each check issued to teachers, using the existing check forms.

C. Supplemental Payment for Errors

1. A teacher who through no error of his/her own, receives less than the pay to which he/she is entitled on any payroll payment date shall receive supplemental payment for underpayment prior to the next regular payroll payment date provided he/she notifies the Payroll Department of the School Service Center

before 12:00 noon of the next work day following the payday on which the error was made.

2. A check in the amount of the underpayment will be available to the teacher at the Payroll Department no later than 12:00 noon of the second work day following the payroll date on which the error was made provided that any necessary changes in attendance records are authorized and verified in writing by the principal, department head or supervisor who signed the attendance authorization which needs correction.
 3. A teacher who makes notification of the error later than 12:00 noon of the next work day following the date of the error shall have the necessary correction made on the next regular paycheck following the notification provided the necessary written verification has been received by the Payroll Department by the Monday preceding the payday.
- D. The School Corporation shall make payment, retroactive to the beginning of the contract year, for all errors discovered during the contract period. Retroactive payment beyond the contract period shall be made if it is a valid legal claim.
- E. At the time of employment, each teacher is required to file a W-4 form showing his/her Social Security number and number of dependents. The teacher can claim no more than the correct number of exemptions. However, the teacher who expects to owe more income taxes for the year than will be withheld if he/she claims every exemption to which he/she is entitled, may increase the withholding by claiming a smaller number of exemptions. If claiming no exemptions still does not result in enough withholding to meet income taxes due, the School Corporation will withhold the additional amount which is requested on the W-4 form by the teacher. This remains effective indefinitely unless a change is filed.
- F. Tax-Deferred Annuities
1. We agree that some plan of deduction for the tax-deferred annuity for teachers be adopted.
 2. In an effort to provide all teachers with maximum opportunity to participate in annuities, a committee of no more than three teachers, along with the Director of Business Services of the Gary Community School Corporation, shall continually review plans offered by several companies, in addition to the present carriers. The committee may recommend to the Superintendent additional plans or a change in plans.
- G. Credit Union deductions and United Fund will be made twelve months a year for all employees on twenty-six pay option, effective September 1, 1969.
- H. Deductions will be made from a teacher's check for the purchase of United States Savings Bonds provided that the teacher signs the appropriate payroll deduction authorization form. Bonds shall be purchased and dated as soon as possible after withholding from a check.

**ARTICLE XXXV
CONFERENCES AND MEETINGS**

A. Beginning of the School Year (Effective August, 2001)

The first day of school for teachers shall be used for convocation, meetings and/or staff development, as designed by the school corporation. The second day of school for teachers shall be used, solely, for teacher preparation time. No meetings shall be scheduled. (This provision adds one (1) day to the school calendar for teachers, effective August, 2001 [See Article XXXII, A-3].)

B. Faculty Meetings

General faculty meetings may be called at the building level. Teachers shall not be required to attend more than one (1) general faculty meeting per month at the building level, which shall not exceed more than one (1) hour past the teacher's normal day.

C. Teacher - Administration Conferences

1. Any administrator who summons a teacher to a conference must inform the teacher in writing in advance if the conference might lead to disciplinary action, including possible termination of employment, and state that the teacher has the right to a currently available Union representative of his/her choice. Should this provision be violated, no record of this conference shall be used for disciplinary action.
2. Any administrator who requests a teacher to attend a conference shall inform the teacher in advance of the purpose for the meeting and of any other person who will be present. The teacher shall have the right to a currently available Union representative of his/her choice.
3. Nothing in this agreement shall preclude a principal-teacher conference during a teacher's conference-planning time.
4. Conference reports involving teacher's conduct shall not be distributed to parents.
5. Damaging and derogatory information about a teacher in a conference report shall be grievable.

D. Union - Administration Conferences and Meetings

1. The Superintendent, members of his/her staff designated by him/her, and representatives of the Union shall meet at least once a month to review and discuss matters of mutual concern. The Union and/or the Superintendent may submit any items for discussion at such meetings. Other meetings for the same purpose shall be scheduled upon the request of either party. Such meetings shall be held at a mutually agreeable time. Both parties shall be reasonable in their requests for additional meetings.
2. The principal shall meet at least once a month with the Union Building Committee of his/her school to review and discuss matters of mutual concern. The Union and/or the Principal may submit any items for discussion at such meetings. Other meetings for the same purpose shall be scheduled upon the request of either party. Such meetings shall be held at mutually agreeable time. Both parties shall be reasonable in their requests for additional meetings.

Whenever it will not interfere with the instructional program all meetings between the Principal and the Union Building Committee may be held during the normal school day.

E. Teachers shall attend during the normal school day in-service meetings scheduled in the Master Calendar, and NCA evaluation meetings, within the School Corporation's boundaries where the Superintendent has authorized the abbreviation of the student day for these specific purposes.

F. Pay for Mutually Scheduled Meetings

When members of the bargaining unit are mutually scheduled by the Superintendent of Schools or his/her designated representative and the President of the Union to participate during work hours in conferences, meetings, or in negotiations, respecting this Agreement, they shall suffer no loss in pay.

ARTICLE XXXVI UNION RIGHTS

A. A designated representative of the Union may visit a school to communicate with a teacher. He/she shall, upon arriving, inform the principal's office of his/her presence in the building. Such communication with the teacher shall not interfere with the instructional program.

B. One or two designated officers of the Union may visit the schools to investigate working conditions, teacher complaints or problems, or for any other purposes relating to the terms and conditions of this Agreement. He/she shall inform the principal, in advance, of his/her visit. The principal may require one school day advance notice of the meeting. Upon the representative's arrival, the Principal, or in his/her absence, the Assistant Principal shall confer with the Union representative in order to facilitate the purpose of the visit. If conferences with teachers are necessary, they shall be held so as not to interfere with the instructional program.

C. One or two designated officers of the Union may visit central administrative offices to investigate working conditions, teacher complaints or problems, or for any other purposes relating to the terms and conditions of this Agreement. He/she shall inform the particular central office administrator in advance of his/her visit. The particular central administrator may require one school day advance notice of the meeting. Upon the representatives arrival, the particular central office administrator or, in his/her absence, his/her assistant, shall confer with the union representative in order to facilitate the purpose of the visit. If other conferences with staff are necessary on this matter they shall be held so as not to interfere with the orderly operations of the offices.

D. The Union shall have the right to use school mail delivery and to place material in the mail boxes of teachers. A mail box shall be provided at the School Service Center for school mail directed to the Union.

E. The Gary Teachers Union may appear before the Gary Board of School Trustees by requesting permission to do so in accordance with the following procedures:

1. The request must identify the spokesperson, the item or item to be discussed and the date of the agenda on which they wish to discuss the item. The Superintendent shall be given the opportunity to discuss the item if he/she so desires. If a problem is involved, the Superintendent shall be given an opportunity to work out a mutually satisfactory solution. In the event a solution to the problem cannot be reached and Board action or an audience with the Board is desired, an opportunity to make a presentation will be included on the Board agenda. Such request, in writing or by telephone, should reach the Superintendent on or before NOON on the 1st or 3rd Tuesday of the month.
 2. If the Union wishes to discuss an item on the published Board agenda it may make such request in writing to the President of the Board or the Superintendent of Schools prior to the Board meeting. The request to speak shall be placed on the agenda in a manner that the Board may hear the individual before making a decision about the item involved.
 3. The time for presentation of an item under discussion shall be limited to ten (10) minutes.
 4. If a member of the Board or the Superintendent places an additional item on the agenda which is not on the published agenda, a representative of the Union may speak on this item.
 5. A copy of the agenda shall be mailed to the President of the Gary Teacher's Union, Local #4, on Friday prior to the Board meeting.
- F. When the chairperson of the Grievance Committee is not on an approved leave of absence, the following shall apply:
1. The Chairperson of the Grievance Committee shall have up to ten (10) days per school year or released time without pay for handling of grievance procedures, provided reasonable notice is given to the principal.
 2. The Chairperson of the Union Grievance Committee shall be programmed for no more than four classes, a planning period and one hour which shall be free to investigate and process grievances. The one hour planning period and grievance period shall be scheduled during the last two hours of the school day.
- G. The authorized representative of the Union shall have the right to schedule Union meetings in school buildings before or after the regular teacher day and during the lunch time of the teachers involved. If custodians are required to remain on duty beyond their normal work day because of a Union meeting, the Union shall pay the additional cost.
- H. The Union Building Representative in each Building shall have the right to make brief announcements at faculty meetings.
- I. Assigned bulletin board space shall be provided in each school for the use of the Union.
- J. The Board agrees to continue the existing procedures whereby Union dues are deducted from the pay of teachers requesting it.
- K. All data and other material not readily available to the Union which are needed for negotiations and for implementation of this Agreement shall be made available upon

request of the Union providing said material is readily available to the School Corporation.

- L. A majority of the teachers selected for committees provided under the terms of this Agreement shall be selected by the Union.
- M. Copies of all bulletins, directives, circulars, vacancy notices and similar materials distributed to teachers city-wide shall be sent to the Union at the same time as the materials are sent to teachers.
- N. All proposed questionnaires or forms developed by the School Corporation to be filled out by teachers shall be developed only after consultation with the Union representative. Such forms or questionnaires shall be reasonable as to content and form.
- O. The Union shall have the right to designate a representative to any school committee which will make recommendations to the Superintendent for the revision of procedures, policies, or programs covered by Article XXXVIII, Section A.
- P. The Union Office shall be included as a regular stop on the school mail delivery route.
- Q. Teachers who are elected or appointed to part-time positions with the Gary Teachers Union, Local #4, may have released time upon the Agreement of the parties.
- R. The Board agrees to print this contract at School Corporation expense.
- S. Copies of proposals for outside funding of school programs involving teachers shall be made available to the Gary Teachers Union prior to recommendation for approval by the Board of School Trustees.
- T. Representation Fee - The Board endorses the concept of representation fee and agrees to collect said fee from those teachers who have voluntarily signed authorization cards. (This provision shall not be in effect during the time it violates Indiana Law.)
- U. IN-SERVICE: A meaningful in-service program shall be conducted after there has been teacher input in regards to their expressed needs, concerns and/or interests. One full day of in-service is preferable to several half-day in-service meetings.

**ARTICLE XXXVII
LOCAL CONDITIONS AND PRACTICES**

- A. Written Board and personnel policy now in existence covering established practices of employees covered by this Agreement and/or established local working conditions or practices in effect as of the date of this Agreement which are not inconsistent with this Agreement shall not be changed without agreement of the parties.
- B. The established local working conditions or practices clause of this Agreement shall be interpreted to include the meaning that no provision of this Agreement shall permit changes in established working conditions or practices in any given building except when those changes constitute an improvement in the working conditions and practices in effect in the building as of the date of this Agreement.

**ARTICLE XXXVIII
CONFORMITY TO LAW-SAVING CLAUSE**

- A. In the event of a conflict between the Union contract and laws or regulations having the force and effect of law, a review committee composed of representatives of the Union and Board, and the Legal Counsel of each will convene to formulate the legal questions and possible remedies. If the differences are not resolved, Section B may be invoked.
- B. If any provision of this Agreement is or shall at any time be contrary to law then such provision shall not be applicable or performed or enforced, and substitute action, if any, shall be subject to appropriate negotiations and agreement between the parties.
- C. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XXXIX
EDUCATIONAL EXCELLENCE**

The Gary Board of School Trustees and the Gary Teachers Union mutually recognize and declare that they have the common goal of providing a thorough, efficient and effective system of public education for the children of Gary, characterized by educational excellence, equal opportunity, and the continuing improvement and utilization of the special skills, talents and interest of the educational staff.

To meet the needs of a progressive and forward-looking public school system, the Board and the Union express a mutual obligation to and responsibility for education that extends far beyond the scope of a collective bargaining agreement.

To this end, teachers and administrators are encouraged to explore and experiment with alternative methods of curriculum, curriculum presentations, class structure, and class scheduling. If any program(s) are proposed by a faculty in a particular school which deviate from the terms of the Contract, such programs will be reviewed by the Board of School Trustees and the Gary Teachers Union, and then implemented after each of their approvals.

In 2000, a joint Task Force on Shared Accountability for Improved Student Learning shall be established. This task force shall be comprised of an equal number of administrators (appointed by the Superintendent) and teachers (appointed by the Union).

**ADMINISTRATIVE AUTHORITY
ARTICLE XL**

The Union recognizes that the authority for the administration of the schools is vested in the school administrative staff by the Board of School Trustees except as limited by the provisions of this Agreement.

**ARTICLE XLI
NO-STRIKE PROVISION**

During the life of this Agreement there shall be no strike action or work stoppages of any type.

**ARTICLE XLII
DURATION OF AGREEMENT**

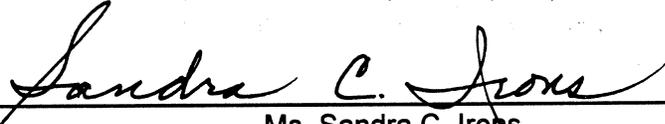
This Agreement shall be in effect from January 1, 1999, through December 31, 2001. Being a mutual agreement, this instrument may be amended at any time by mutual consent.

Negotiations for the 2002 Agreement shall begin on or before the date as mandated by P.L. 217. The parties will develop a mutually agreeable schedule which will facilitate and expedite the completion of a new Agreement. The parties agree that they will actively pursue negotiations on all remaining issues and that every effort will be made to agree on a "new initiative" for severance pay.

BOARD OF SCHOOL TRUSTEES - GARY, INDIANA

By , President
Mr. Michael D. Scott, Sr.

GARY TEACHERS UNION, LOCAL #4, AFT, AFL-CIO

By , President
Ms. Sandra C. Irons

GARY COMMUNITY SCHOOL CORPORATION
TEACHERS' SALARY SCHEDULE

JANUARY 1, 1999

Step Class.	Level 1 Bachelor's	Level 2 Bachelor's +15	Level 3 Master's	Level 4 Master's + 30	Level 5 Special	Level 6 Doctor's
P	30,222	31,316	32,409	34,301	34,501	37,178
O	31,109	32,241	33,372	35,340	35,540	38,171
N	31,999	33,205	34,411	36,374	36,574	39,138
M	32,887	34,168	35,449	37,341	37,541	40,120
L	33,775	35,131	36,486	38,377	38,577	41,103
K	34,815	36,205	37,594	39,634	39,834	42,322
J	35,852	37,354	38,856	40,893	41,093	43,549
I	36,888	38,500	40,112	42,152	42,352	44,774
H	37,926	39,649	41,372	43,414	43,614	46,015
G	40,146	42,149	44,151	46,266	46,444	47,386
F	40,721	43,157	45,593	46,777	46,977	48,998
E	41,410	43,788	46,166	47,580	47,780	50,261
D	42,214	44,535	46,856	48,499	48,699	51,639
C	43,247	45,454	47,660	49,531	49,731	53,131
B	44,396	46,545	48,693	50,681	50,881	54,739
A			49,841	51,944	52,144	54,461

See Appendix III, Number Eight ()

GARY COMMUNITY SCHOOL CORPORATION
TEACHERS' SALARY SCHEDULE

JANUARY 1, 2000

Step Class.	Level 1 Bachelor's	Level 2 Bachelor's +15	Level 3 Master's	Level 4 Master's + 30	Level 5 Special	Level 6 Doctor's
P	31,038	32,162	33,284	35,227	35,427	38,182
O	31,949	33,112	32,273	36,294	36,494	39,202
N	32,863	34,102	35,340	37,356	37,556	40,195
M	33,775	35,091	36,406	38,349	38,549	41,203
L	34,687	36,080	37,471	39,413	39,613	42,213
K	35,755	37,183	38,609	40,704	40,904	43,465
J	36,820	38,363	39,905	41,997	42,197	44,725
I	37,884	39,540	41,195	43,290	43,490	45,983
H	38,950	40,720	42,489	44,586	44,786	47,257
G	41,230	43,287	45,343	47,515	47,715	48,665
F	41,820	44,322	46,824	48,040	48,240	50,321
E	42,528	44,970	47,412	48,865	49,065	51,618
D	43,354	45,737	48,121	49,808	50,008	53,033
C	44,415	46,681	48,947	50,868	51,068	54,566
B	45,595	47,802	50,008	52,049	52,249	56,217
A			51,187	53,346	53,546	57,985

See Appendix III, Number Eight ()

GARY COMMUNITY SCHOOL CORPORATION
TEACHERS' SALARY SCHEDULE

JANUARY 1, 2001

Step Class.	Level 1 Bachelor's	Level 2 Bachelor's +15	Level 3 Master's	Level 4 Master's + 30	Level 5 Special	Level 6 Doctor's
P	31,969	33,126	34,283	36,284	36,484	39,328
O	32,908	34,105	35,301	37,383	37,583	40,378
N	33,848	35,125	36,400	38,477	38,677	41,401
M	34,788	36,144	37,499	39,499	39,699	42,440
L	35,728	37,162	38,595	40,595	40,795	43,479
K	36,827	38,298	39,768	41,925	42,125	44,769
J	37,924	39,513	41,102	43,257	43,457	46,067
I	39,020	40,726	42,431	44,589	44,789	47,362
H	40,119	41,942	43,763	45,924	46,124	48,675
G	42,467	44,586	46,704	48,941	49,141	50,125
F	43,075	45,652	48,229	49,481	49,681	51,831
E	43,804	46,319	48,834	50,331	50,531	53,167
D	44,655	47,109	49,565	51,303	51,503	54,624
C	45,747	48,082	50,416	52,394	52,594	56,203
B	46,962	49,236	51,508	53,611	53,811	57,904
A			52,723	54,946	55,146	59,725

See Appendix III, Number Eight ()

SALARY SCHEDULE PLACEMENT AND BENEFITS

1. Military Service Credit: Less than six (6) months of service - no credit; six (6) months through twenty-nine (29) months - one step on schedule; more than twenty-nine (29) months - two steps on schedule.
2. Unlimited sick leave allowance - accumulation at full pay.
3. Indiana State Teachers' Retirement Fund benefits plus Social Security (FICA). Effective January 1, 1999, the School Corporation pays the employer plus the employee share to the Indiana State Teachers' Retirement Fund.
4. Group Life Insurance benefits paid by Gary Community School Corporation.
5. Basic Medical, Hospitalization and Major Medical insurance premiums, single and family membership, paid at 96% of the total premium by the Gary Community School Corporation (see Article XXXIV, Section B-2).
6. Terminal Retirement Benefits:

15 - 19 years of creditable service	\$2,000
20 - 24 years of creditable service	\$4,000
25 years and over of creditable service	\$6,000
7. Sabbatical Leave after six years of service in the Gary Community School Corporation may be granted at half-pay not exceeding one-half the maximum salary for the Master's Degree.
8. Level F (Bachelor's) and Level E (Master's, Masters + 30, Special and Doctor's) became effective August 1993.

Level E (Bachelor's) and Level D (Master's, Masters + 30, Special and Doctor's) became effective August 1994.

Level D (Bachelor's) and Level C (Master's, Masters + 30, Special and Doctor's) became effective August 1995.

Level C (Bachelor's) and Level B ((Master's, Masters + 30, Special and Doctor's) became effective August 1996.

Level B (Bachelor's) and Level A ((Master's, Masters + 30, Special and Doctor's) became effective August 1997.
9. Effective January 1, 1999, Step O includes teachers with 1-6 years' experience.
Effective January 1, 2000, Step N includes teachers with 2-7 years' experience.
Effective January 1, 2001, Step M includes teachers with 3-8 years' experience.
10. All teachers who attain National Board Certification will receive a \$1,000 stipend in the school year following attainment and each year certified thereafter. This shall be in addition to any salary supplement provided by the State of Indiana.

GARY COMMUNITY SCHOOL CORPORATION
 FLAT-RATE PAY SCHEDULES
 JANUARY 1, 1999 - DECEMBER 31, 2001

		<u>1999</u>	<u>2000</u>	<u>2001</u>
SUPPORT				
Teacher Facilitators				
Educational Specialists				
		1,623.45	1,667.29	1,717.30
ATHLETICS				
HIGH SCHOOL				
Athletic Director		5,241.48	5,383.00	5,544.49
Baseball	Head	3,144.85	3,229.76	3,326.65
	Assistant	1,572.48	1,614.93	1,663.38
Basketball Boys	Head	4,892.11	5,024.20	5,174.93
	Reserve	3,319.64	3,409.27	3,511.55
	Frosh	2,446.00	2,512.04	2,587.41
Basketball Girls	Head	3,319.64	3,409.27	5,174.93
	Reserve	2,446.00	2,512.04	3,511.55
Cheerleaders	Sponsor	1,572.48	1,614.93	1,663.38
Cross Country	(Boys)	1,747.16	1,794.33	1,848.16
Cross Country	(Girls)	1,747.16	1,794.33	1,848.16
Football	Head	4,892.11	5,024.20	5,174.93
	Assistant	3,319.64	3,409.27	3,511.55
	2nd Assistant	3,022.65	3,104.26	3,197.39
	Frosh	2,446.00	2,512.04	2,587.41
	Frosh	1,397.79	1,435.53	1,478.60
	Assistant			
Golf	(Boys)	1,747.16	1,794.33	1,848.16
Golf	(Girls)	1,747.16	1,794.33	1,848.16
Soccer		1,572.48	1,614.93	1,663.38
Softball	(Girls)	2,468.62	2,535.28	2,611.33
Swimming	Head	3,144.85	3,229.76	3,326.65
	Assistant	1,572.48	1,614.93	1,663.38
Swimming	Head (Girls)	3,144.85	3,229.76	3,326.65
Tennis	(Boys)	1,572.48	1,614.93	1,663.38
Tennis	(Girls)	1,572.48	1,614.93	1,663.38
Track	Head	3,144.85	3,229.76	3,326.65
	Assistant	1,572.48	1,614.93	1,663.38
Volleyball	Head	1,747.16	1,794.33	1,848.16
	Assistant	1,223.00	1,256.02	1,293.70
Wrestling	Head	3,144.85	3,229.76	3,326.65
	Assistant	1,572.48	1,614.93	1,663.38

		<u>1999</u>	<u>2000</u>	<u>2001</u>
MIDDLE SCHOOL				
Basketball		1,266.73	1,300.93	1,339.96
Cross Country		698.84	717.71	739.24
Football	Head	1,857.01	1,907.15	1,964.37
	Assistant	1,219.11	1,252.02	1,289.58
Track		960.98	986.92	1,016.53
Volleyball		873.53	897.11	924.02

6TH GRADE				
Basketball		614.91	631.51	650.46

ELEMENTARY				
Basketball		524.16	538.31	554.46
Special Olympics		524.16	538.31	554.46

MUSIC

HIGH SCHOOL				
Band & Orchestra	Director	2,271.32	2,332.64	2,402.62
	Assistant	2,009.19	2,063.43	2,125.34
Choral Director		1,397.79	1,435.53	2,402.62

MIDDLE SCHOOL				
Band & Orchestra	Director	1,397.79	1,435.53	1,478.60
	Assistant	1,397.79	1,435.53	1,478.60
Choral Director		1,048.21	1,076.51	1,478.60

ELEMENTARY	Choral Director	524.16	538.31	554.46
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OTHER ACTIVITIES

ELEMENTARY (PER SCHOOL)				
Safety Patrol Sponsor		243.41	249.98	257.48
Spell Bee Competition		243.41	249.98	257.48
Student Council		297.85	305.89	315.07
Speech Contest		243.41	249.98	257.48

MIDDLE SCHOOL (PER SCHOOL)				
Spell Bowl Competition		365.17	375.03	386.28
Assistant Coach		243.41	249.98	257.48
Student Council		574.16	589.66	607.35
Honor Society		287.03	294.78	303.62

	<u>1999</u>	<u>2000</u>	<u>2001</u>
HIGH SCHOOL (PER SCHOOL)			
Academic Super Bowl Sponsor	243.41	249.98	257.48
Each Content Area	608.58	625.01	643.76
Student Council	1,148.21	1,179.22	1,214.59
Honor Society	574.16	589.66	607.35
Class Sponsors	574.16	589.66	607.35

EMERSON VISUAL/ PERFORMING ARTS CENTER

Art	759.45	779.96	803.36
Art Coordinator	1,898.68	1,949.95	2,008.45
Dance			
Full Time	1,898.68	1,949.95	2,008.45
Part Time	759.45	779.96	803.36
Drama	1,898.68	1,949.95	2,008.45
Instrumental Music			
Full Time	1,898.68	1,949.95	2,008.45
Part Time	759.45	779.96	803.36
Orchestra	759.45	779.96	803.36
Piano	1,898.68	1,949.95	2,008.45
Stagecraft	1,898.68	1,949.95	2,008.45
Visual Arts	1,898.68	1,949.95	2,008.45
Vocal Music	1,898.68	1,949.95	2,008.45

**GARY AREA CAREER CENTER
VOCATIONAL COMPETITIONS**

Vocational Industrial Clubs of America			
Automotive Mechanics	260.51	267.54	275.57
Automotive Body	260.51	267.54	275.57
Cosmetology	260.51	267.54	275.57
Culinary Arts	260.51	267.54	275.57
Drafting	260.51	267.54	275.57
Electronics	260.51	267.54	275.57
Printing	260.51	267.54	275.57
Precision Metals (Machine Shop)	260.51	267.54	275.57
Precision Metals (Welding)	260.51	267.54	275.57
Business Professionals of America			
Computer and Accounting	260.51	267.54	275.57

	<u>1999</u>	<u>2000</u>	<u>2001</u>
Computer Programming (2)	260.51	267.54	275.57
Micro-computer Application and Programming	260.51	267.54	275.57
Office Technology	260.51	267.54	275.57
Health Occupation Clubs of America			
Health Occupations (3)	260.51	267.54	275.57
Distributive Education Clubs of America			
Marketing (3)	260.51	267.54	275.57
Urban Horticulture	260.51	267.54	275.57
Carpentry	260.51	267.54	275.57
Radio/TV Broadcast	260.51	267.54	275.57

COMMITTEES (1997-98)

The negotiating teams agreed that the following committees should be established for the limited purposes described below. All committees shall be composed of an equal number of teachers and administrative representatives. All administrators shall be appointed by the Superintendent and all teachers shall be appointed by the Union. Each Committee shall be required to make final recommendations within twelve calendar months of the signing of this agreement.

1. A City-Wide Discipline Committee shall meet for the purpose of studying and making recommendations on the following and other matters:
 - a. A highly-structured lunch period which may include a closed campus.
 - b. A study and review of different school scheduling patterns, with the aim of reducing the length of the student's lunch period(s), and a reduction in the number of students on a given lunch period.
 - c. Alternative methods of disciplining students.
 - d. Guidelines for administering corporal punishment.
 - e. Procedures for In-School Suspension and Saturday School.
2. A City-Wide Professional Development Committee shall be established to study and make recommendations for a staff development program. Copies of the program will be submitted to the Superintendent and the Union for approval prior to implementation. This Committee will work with Staff Development. The Committee shall also have the responsibility for considering other staff development problems and recommending possible solutions.
3. A City-Wide Curriculum Committee shall be established to develop guidelines and timelines for teaching assignments and building schedules. The following tasks are to be undertaken:
 - a. A projection of student enrollment
 - b. Allocation of staff from all segments of the faculty
 - c. Student selection of course offerings, including students entering a given sub-division for the first time (a kindergartner entering elementary, a sixth-grader entering middle school, a ninth-grader entering high school).
 - d. Study and make recommendations on an alternative method of selecting teachers for the gifted and talented program.
 - e. Preference Forms
4. A City-Wide Committee shall be established to develop a corporation-wide mechanism to facilitate the ordering and delivery of supplies. The committee shall (1) look at the possibility of establishing within each building a per-pupil allocation for teachers in all departments where appropriate, and (2) involve the special area consultants and/or supervisors in establishing a process whereby teachers can obtain needed supplies and equipment.

5. A City-Wide Committee shall be established to study teacher absenteeism for the purpose of ascertaining the various reasons for such absenteeism and developing methods for improving attendance.
6. A City-wide Committee shall be established to study science facilities in the secondary schools.
7. A City-Wide Committee shall be established to review and recommend modifications to the present secondary report card form. The Committee should make a determination regarding the inclusion of citizenship on the report card form.
8. The Economics Committee shall meet to establish guidelines for fundraising activities. Said guidelines shall become effective upon approval by the Superintendent.

COMMITTEES (2000)

These committees will be appointed and chairpersons identified by January 14, 2000. Dates will be established for meeting, making interim reports and, where possible, the date for a final report.

1. Curriculum committee to survey existing electives to determine disparity, to establish standards for elective offerings, and to determine resources to implement standards.
2. Committee to establish a more equitable way of allocating time for Special Area teachers in the elementary schools, and to develop a meaningful program for art, music and physical education.
3. Committee to continue to explore an Early Retirement Plan.
4. Committee to explore and develop, with the assistance of the Staff Development Department, programs for professional development for new teachers, experienced teachers, and teachers on Limited Licenses.
5. Committee to plan and implement a joint training session for "new" administrators and teachers, on Contract language.
6. Committee to develop a "counseling" model which is amenable to both parties. The work of this committee shall include, but not limit itself to, reducing the student/counselor ratio, further defining job descriptions and job responsibilities, role in providing supplemental services - all designed to improve delivery of service to students.
7. Committee to review flat-rate pay schedule to modify and/or add new positions.
8. Beginning in January, 2000, a joint committee will pilot the electronic processing of IEPs, in conjunction with the Indiana Alternative Assessment Training Program. The committee will be formalized immediately and work will begin promptly.
9. Committee to review the middle school structure and program offerings.

10. Committee to review contract language/board policy/state requirements and make any needed recommendations for change. Committee will give status reports to the respective negotiating teams.

COMMITTEES (2001)

1. Effective immediately, a committee shall meet, on a regular basis, to study and make recommendations for "Early Exit" incentives in conjunction with a recruiting program. This committee shall report, periodically, to the Superintendent and the President of the Gary Teachers Union.
2. Committees established in 2000, shall continue to meet and report to the respective negotiating teams, in accordance with the guidelines that are made a part of this 2001 Agreement.

NON-CONTRACTUAL LANGUAGE

1. The administrative policy of "Computing Final Marks" will be distributed by the principal at the beginning of each school year and with the grade sheets at the end of each semester. The final semester grade, if possible, will be a mathematical computation by the computer.

A committee composed of middle school and high school personnel should be established to review the present report card form for possible modification. This modification could include an area for reporting citizenship.

There should be a continuation of the elementary committee on promotion and retention, making sure that it conforms with the present School Corporation organizational structure: Elementary (K-5); Middle School (6-8).

It is recommended that no student who has been properly promoted to the next grade level be demoted. The promotion and retention policy will be distributed to all elementary teachers and a copy will be available in the principal's office at each middle school site.

2. A committee of elementary and secondary staff should be established to explore various models of teacher leadership such as team leaders, curriculum leaders, team planners for "possible" replacement of department chairs or grade level chairs, or in addition to department/grade level chairs. The goal is to make more effective use of teacher time.

3. By July 1st all Gary students' internal records, including health records and Special Education records will be forwarded to the receiving schools. Additionally, when students transfer within the district during the school year, all appropriate school records shall be forwarded to the receiving school and teachers no later than five (5) school days after the student has enrolled.

4. The Administration shall compose procedures and distribute a time line for making timely distribution of supplementary pay.

The Administration shall compose procedures and distribute a time line for making timely reimbursements for travel.

The professional leave form will be revised to include procedures for reimbursement of claims.

5. The parties agree that an Employee Handbook shall be structured to include, but not be limited to, the following:

- a. Copies of directives to building principals regarding the length of faculty meetings on the first day of school.
- b. Procedures for reassignment of teachers after the beginning of the school year.
- c. Copies of directives to building principals regarding the use of substitutes for teachers' attendance at Case Conferences.
- d. Procedures for filing claims for supplementary pay, professional leave and other travel expenses.
- e. Procedures for "guaranteeing" that teachers will not be paid less than their hourly rate for teaching responsibilities.

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#830222

GARY COMMUNITY SCHOOL CORP.
GARY, INDIANA 46402
DR. MARY E. GUINN, SUPERINTENDENT

TEACHERS SALARY SCHEDULE
39 WEEK SCHOOL YEAR
EFFECTIVE AUGUST 2001

2001-02 SCHOOL YEAR

1,600 teachers

Bachelors Degree	Bachelors Degree +15 Sem Hrs	Masters Degree	Masters Degree +30 Sem Hrs	*Level 5	Doctors Degree	Step/ RDS	Experience
32,132	33,296	34,459	36,470	36,670	39,529	P/00	0
33,075	34,280	35,482	37,575	37,775	40,586	O/01	1
34,022	35,305	36,587	38,675	38,875	41,613	N/02	2
34,966	36,329	37,691	39,702	39,902	42,657	M/03	3
35,911	37,352	38,792	40,803	41,003	43,702	L/04	4-9
37,017	38,494	39,970	42,140	42,340	44,998	K/05	10
38,120	39,717	41,313	43,479	43,679	46,303	J/06	11
39,222	40,935	42,648	44,817	45,017	47,604	I/07	12
40,325	42,158	43,988	46,160	46,360	48,926	H/08	13
42,685	44,815	46,942	49,190	49,390	50,382	G/09	14
43,296	45,886	48,477	49,735	49,935	52,097	F/10	15
44,029	46,556	49,084	50,590	50,790	53,439	E/11	16
44,884	47,350	49,819	51,566	51,766	54,904	D/12	17
45,982	48,328	50,674	52,663	52,863	56,491	C/13	18
47,205	49,488	51,771	53,884	54,084	58,200	B/14	19
		52,993	55,227	55,427	60,031	A/15	20

7/24/02

1. Military service credit: Less than 6 months of service - no credit; 6 months through 29 months - one year of experience on schedule; more than 29 months - two years of experience on schedule.
 2. Unlimited sick leave allowance accumulation at full pay.
 3. Group medical hospitalization and major medical expense insurance.
 4. Group life insurance of \$25,000 at an annual cost of fifty (50) cents to the teacher.
 5. Group Dental Plan - \$25.00 per annum per teacher paid by Gary Community School Corporation for those who enroll; balance to be paid by teacher.
 6. Terminal retirement benefits; 15-19 years of creditable service - \$2,000; 20-24 years of creditable service - \$4,000; 25 years and over of creditable service - \$6,000.
 7. Sabbatical leave after six consecutive years of service under contract in the Gary Community School Corporation may be granted at half-pay, not exceeding one half the maximum of the Master's Degree.
- Professional advancement per the Collective Bargaining Agreement - \$200 added to MS+30 lane.

Extends agreement through 12/31/02

August 2001

3+97 pages

2001-02 SCHOOL YEAR

Bachelors Degree	Bachelors Degree. +15 Sem Hrs	Masters Degree	Masters Degree +30 Sem Hrs	*Level 5	Doctors Degree	Step/ RDS	Experience
32,903	34,095	35,286	37,345	37,545	37,550	40,478	P/00 0
33,869	35,103	36,334	38,477	38,677	38,682	41,560	O/01 1
34,839	36,152	37,465	39,603	39,803	39,808	42,612	N/02 2
35,805	37,201	38,596	40,655	40,855	40,860	43,681	M/03 3
36,773	38,248	39,723	41,782	41,982	41,987	44,751	L/04 4-9
37,905	39,418	40,929	43,151	43,351	43,356	46,078	K/05 10
39,035	40,670	42,305	44,522	44,722	44,727	47,414	J/06 11
40,163	41,917	43,672	45,893	46,093	46,097	48,746	I/07 12
41,293	43,170	45,044	47,268	47,468	47,473	50,100	H/08 13
43,709	45,891	48,069	50,371	50,571	50,575	51,591	G/09 14
44,335	46,987	49,640	50,929	51,129	51,133	53,347	F/10 15
45,086	47,673	50,262	51,804	52,004	52,009	54,722	E/11 16
45,961	48,486	51,015	52,804	53,004	53,008	56,222	D/12 17
47,086	49,488	51,890	53,927	54,127	54,132	57,847	C/13 18
48,338	50,676	53,014	55,177	55,377	55,382	59,597	B/14 19
		54,265	56,552	56,752	56,757	61,472	A/15 20

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2002-03 SCHOOL YEAR

Bachelors Degree	Bachelors Degree. +15 Sem Hrs	Masters Degree	Masters Degree +30 Sem Hrs	*Level 5	Doctors Degree	Step/ RDS	Experience
32,903	34,095	35,286	37,345	37,545	40,478	00	0
33,869	35,103	36,334	38,477	38,677	41,560	01	1
34,839	36,152	37,465	39,603	39,803	42,612	02	2
35,805	37,201	38,596	40,655	40,855	43,681	03	3
36,773	38,248	39,723	41,782	41,982	44,751	04	4
37,905	39,418	40,929	43,151	43,351	46,078	K/05	5-10
39,035	40,670	42,305	44,522	44,722	47,414	J/06	11
40,163	41,917	43,672	45,893	46,093	48,746	I/07	12
41,293	43,170	45,044	47,268	47,468	50,100	H/08	13
43,709	45,891	48,069	50,371	50,571	51,591	G/09	14
44,335	46,987	49,640	50,929	51,129	53,347	F/10	15
45,086	47,673	50,262	51,804	52,004	54,722	E/11	16
45,961	48,486	51,015	52,804	53,004	56,222	D/12	17
47,086	49,488	51,890	53,927	54,127	57,847	C/13	18
48,338	50,676	53,014	55,177	55,377	59,597	B/14	19
		54,265	56,552	56,752	61,472	A/15	20

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