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# PROFESSIONAL AGREEMENT

1150 workers

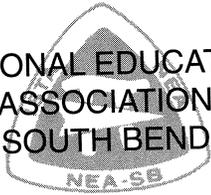
between the X 8/05

SOUTH BEND COMMUNITY  
SCHOOL CORPORATION



and the

NATIONAL EDUCATION  
ASSOCIATION  
SOUTH BEND



2003 - 2005

The individuals whose names appear below, representing the National Education Association - South Bend and the South Bend Community School Corporation in their respective capacities, have contributed their best efforts, in mutual good faith, to the development of this Agreement.

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**Article I  
RECOGNITION**

- A. *Recognition* - The South Bend Community School Corporation Board of School Trustees, hereinafter referred to as the "Board," recognizes the National Education Association - South Bend, an affiliate of the Indiana State Teachers Association and the National Education Association of the United States, hereinafter referred to as the "Association," as the sole and exclusive collective bargaining representative for all certified professional employees as defined in Section B.
- B. *Definition* - The term "teacher" as used in this Agreement shall mean any person who shall have completed the program of teacher education in an institution of higher education, accredited by the Commission on Teacher Training and Licensing of the Indiana State Board of Education or the National Council for Accreditation of Teacher Education, or any person who shall hold the Non-Conventional Vocational Certificate and who is employed by the Board under either a Uniform Regular Teacher's Contract, Temporary Contract, or a Supplemental Service Teacher's Contract, except the following who are excluded from the negotiating unit: Superintendent, Assistant/Deputy Superintendents, Principals, Assistant Principals, Directors, Assistant Directors, Coordinators, Assistant Coordinators, Administrative Assistants, Athletic Directors, Special Education Supervisors, and other specific exclusions as determined by the Indiana Education Employment Relations Board under its rules.
- C. *Exclusive Rights* - The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.
- D. *Individual Rights* - With respect to the obligations contained in this Agreement to negotiate with the Association matters with respect to wages, hours, and other terms and conditions of employment, it is understood that nothing contained herein shall be construed to deny or restrict to any teacher rights they may have under the Indiana General School Laws or other applicable laws and regulations.

**Article II  
ASSOCIATION AND TEACHER RIGHTS**

- A. *Fair Practice* - The Board hereby agrees that it will not discriminate against any teacher with respect to hours, wages or any terms and conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint, or proceeding under this Agreement.  

The Board further agrees that it will not directly or indirectly discourage or deprive any teacher of any rights conferred by this Agreement or other laws of Indiana or the Constitution of Indiana and the United States. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- B. *Use of Buildings* - The Association shall have the right to use school auditoriums, gymnasiums, and other available rooms free of charge following proper application as described in the Organization, Policies, Rules and Regulations of the School Corporation.
- C. *Use of Bulletin Boards* - Bulletin board space will be provided in each school for exclusive use by a designated agent of the Association.
- D. *Use of Interschool Mail*
  - Section 1: The Board agrees to include the Association's office for interschool mail pick up and delivery on the regular route.
  - Section 2: The Association's interschool mail will be distributed by the Corporation.
  - Section 3: The Association's right to use the interschool mail system shall not extend to the following materials:
    - (a) Information prepared by the Association regarding the Monthly

Maintenance Meetings unless the Administration and the Association jointly agree to the contents of the information contained in those reports.

(b) Information pertaining to job actions or strikes which are prohibited by law.

E. *Use of Mail Boxes* - The Association shall have the right to place material in the mail boxes of teachers.

F. *Association Insignia* - No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, whether on or off school premises. This insignia may also be displayed on the bulletin boards reserved for exclusive use by the Association. The Association agrees such insignia will not be displayed elsewhere on the school premises.

G. *Grievance Information* - The Board agrees to make available such information that will assist the Association in processing grievances.

H. *Board Agenda and Minutes* - The Board agrees that copies of the Board agenda, the bill list and supporting papers shall be made available to the Association at the Board meetings, and a copy of the Board minutes will be provided the Association.

I. *Financial Information* - The Board agrees to furnish to the Association in response to reasonable requests from time to time available information concerning the financial resources of the School Corporation, tentative budgetary requirements and allocations, and such other available information as will assist the Association in representing the teachers of the School Corporation.

J. *Nondiscrimination*

Section 1: The provisions of this agreement shall be applied without regard to marital status, sex, race, creed, age, religion, disability, political affiliation, residence, or national origin.

Section 2: The Association and the Board recognize the legal obligation to make reasonable accommodation for certain employees with disabilities. The Board reserves the right to make such accommodations as may be required to meet its legal obligation. When the Board determines that a reasonable accommodation is required for a qualified employee with a disability, the Board will notify the Association, afford it an opportunity to be heard and consider the Association's position before implementation of the accommodation. It is expressly understood that the Association reserves the right to grieve any Board action.

K. *Continuing Dues Deductions*

Section 1: After the beginning of the school year, the Association shall deliver to the Board the names of teachers who authorize payroll deductions and the amount of membership dues or assessments of the Association, including the National Education Association and the Indiana State Teachers Association. Upon receipt by the Board of the appropriately executed payroll deduction form (Appendix X), the Board shall deduct such sum in equal payments starting with the second paycheck in October. The deductions shall be remitted not less frequently than monthly to the Association. The authorization for payroll deduction of Association membership dues shall be on a continuing basis, unless revoked in writing by the employee, through the Association, between the dates of July 1 and September 15. Names of teachers who have authorized payroll deductions of membership dues by appropriate dues deductions forms after October 15, shall have the amount deducted equally from the remaining pay periods.

Section 2: By October 10, the Association shall provide the Board with payroll deduction authorization forms for those individual teachers for purposes of payroll deductions. By October 31, the Board shall provide to the Association the names and addresses of all bargaining unit members. It shall be the Association's responsibility to obtain signed payroll deduction authorization forms.

Section 3: Upon termination of a contract, the Board shall deduct all unpaid Association dues from the final paycheck.

Section 4: If an error is discovered with respect to deductions under this provision, the Board shall correct said error by appropriate adjustments in the next paycheck of the teacher or the next submission of funds to the Association. Additionally, if excessive moneys have been collected by the Board and submitted to the Association, the Association (not the Board) shall be obligated to refund such moneys to the appropriate persons.

L. *Monthly Meetings*

Section 1: Representatives of the Board will meet with representatives of the Association on the first Wednesday of each month for the purpose of reviewing the administration of the contract and to resolve problems that have arisen. These meetings are not intended to bypass the grievance procedure. On or before the Friday prior to the meeting, each party may submit to the other an agenda covering what they wish to discuss. Items to be resolved and discussed shall not be placed on the agenda by either party until an attempt has been made to resolve the problem through the appropriate administrative official. These monthly meetings shall also serve as discussion sessions as provided for in PL 217, Section 5. Other such discussion sessions can be established upon request by either party.

Section 2: Representatives of the Board shall have the right to disseminate minutes of each meeting to the teachers.

Section 3: The parties agree to cooperate in furnishing necessary information for the agenda, and otherwise constructively considering and resolving such matters.

- M. *School Visitations* - The Association president or president's designee shall be allowed to visit schools to investigate working conditions, teacher complaints, problems, or for other purposes relating to

Association affairs. Upon arrival, the president or president's designee shall check in with the building principal or principal's representative and shall check out upon leaving. The president or president's designee will make an effort not to disrupt classroom instruction.

- N. *Association Telephone* - The School Corporation will permit a telephone to be installed and maintained in the Association president's classroom at Association expense.
- O. *Building Committee* - The principal of each school building shall meet at least once a month with the Association building committee to discuss school operations and questions relating to the implementation of this Agreement. The committee and the principal shall meet at the request of either party to discuss and resolve local school problems as they relate to established Board policies and procedures and the Professional Agreement. The building committee shall consist of not less than three (3) or more than five (5) teachers from each school selected or appointed in a manner to be determined by the Association.
- P. *New Teachers List* - Names and addresses of new teachers who have accepted appointments in the School Corporation shall be provided to the Association office.
- Q. *Orientation Agenda* - The Association shall be given a place on the agenda of the orientation programs for new teachers.
- R. *Association President* - The Association president shall be released from duty on a half-time basis to perform Association business without loss of compensation.
- S. *Taping* - No one in the School Corporation shall have a conversation taped or otherwise recorded without giving permission for such recording.

**Article III  
NEGOTIATION PROCEDURES**

- A. *Selection and Power of Parties* - In any negotiations described in this Article, neither party shall have control over the selection of the negotiating representatives of the other party, and each party may select its representatives from within or outside the School Corporation. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and/or compromise in the course of negotiations, subject only to such ultimate ratification.
- B. *Good Faith Negotiations* - During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith.

**Article IV  
PROFESSIONAL GRIEVANCE PROCEDURE**

- A. *Definition* - A claim by the Association or an aggrieved teacher that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as herein provided except as otherwise limited by the terms of this Agreement. Good morale is maintained as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose in this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be at a

maximum and every effort should be made to expedite the process.

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, all parties involved shall use their best efforts to process such grievance by the end of the school term or as soon thereafter as possible.

- B. *Informal* - In the event an aggrieved teacher believes there is a basis for a grievance, the aggrieved teacher shall discuss with the immediate supervisor the alleged violation within five (5) working days following the occurrence giving rise to the grievance. The teacher may request the presence of the Association faculty representative from the teacher's building at this discussion. The term "supervisor" is interpreted to mean the building principal unless otherwise indicated. If the teacher is not under the supervision of a building principal, then the teacher shall discuss the alleged violation with the director or coordinator to whom the teacher reports.

In the event the alleged violation involves more than one building principal, the matter shall be discussed with all building principals concerned.

- C. *Formal* - If after the discussion with the immediate supervisor the aggrieved teacher feels a grievance still exists, then the following grievance steps may be taken.

**Step 1 - Immediate Supervisor**

The aggrieved teacher must within five (5) working days of this meeting submit to the immediate supervisor a completed Grievance Report Form Step I, which form is set forth in Appendix IV and which sets forth the article and section of the contract agreement which are alleged to be violated.

It shall be the responsibility of the grievant(s) to notify the Association representative of the grievance. Within three (3) school days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and the Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance within three (3) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the teacher. Copies of this form showing the date(s) of the occurrence and provisions of the contract allegedly violated, and the relief sought shall be forwarded to the Association faculty representative and the Superintendent and/or designated representative.

**Step II - Superintendent**

Within five (5) school days after receiving the decision of the immediate supervisor, or if the immediate supervisor has made no disposition of the case within the time allotted in Step I, the grievant(s) may appeal the decision to the Superintendent and/or designated representative. The appeal shall be on the properly prescribed form and must be accompanied by a copy of the decision at Step I. Within five (5) school days the Superintendent and/or designated representative shall meet with the grievant(s) and the Association representative. Within three (3) school days of the meeting, the Superintendent and/or designated representative shall indicate in writing on the proper form the disposition of the grievance. A copy of this decision shall be forwarded to the grievant(s), the Association and the supervisor. A settlement at either Step I or Step II with the grievant or the Association shall bind both the Association and the grievant.

**Step III - Arbitration**

If the grievant(s) and the Association are dissatisfied with the decision at Step II, or if no decision has been rendered within ten (10) school days, the Association shall have the right within the next ten (10) school days

to request arbitration according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall as soon as possible after the appointment hold informal hearings as necessary, and provide adequate opportunity to all parties to testify fully on and present evidence regarding respective positions. Every effort shall be made to avoid interfering with instructional time.

The decision of the arbitrator shall be limited specifically to interpretation of the existing language in the Agreement and the arbitrator shall not have the power to amend, delete, add to or change any of the terms of this Agreement in any way or to impair any of the rights of the Board not surrendered in this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute his/her discretion for that of the Board, nor shall the arbitrator have the power to rule on any contract articles or sections of this Agreement not alleged to have been violated in the grievance form filed in Step I of the grievance procedure.

The arbitrator shall render a decision in writing to both parties within thirty (30) calendar days after the conclusion of the hearing and/or the filing of final briefs.

The award of the arbitrator shall be final and binding upon the Board, the Association, and the grievant(s). The expenses of the arbitrator including the cost of the court reporter shall be borne equally by the Board and the Association.

Any grievance or any decisions not originated, handled and/or appealed by the party claiming to be aggrieved from one step to the next step in the grievance procedure strictly in the manner and within the time limits provided for in the grievance procedure shall be considered settled on the basis of the last decision of the Board and not subject to further appeal or reconsideration, except that, the time limits at any level of the grievance procedure may be extended by mutual written agreement between the Association and the Board.

In the event that the Board fails to answer a grievance within the applicable time provided, then the grievance shall automatically progress to the next step of the grievance procedure.

- D. *Right to Representation* - Grievants may be represented at all stages of the formal grievance procedure by a person of their own choosing except that they may not be represented by a representative or an officer of any teacher organization other than the Association. The Association shall have the right to be present and to state its views at all formal stages of the grievance procedure.
- E. *Complaints* - If an individual teacher has a personal complaint to discuss with a supervisor, the teacher is free to do so without recourse to the grievance procedure. The adjustment of any grievance shall not be inconsistent with the terms of this Agreement.
- F. *Aggrieved Teacher and Class Grievance* - "Aggrieved teacher" as defined in this grievance procedure, means a teacher who has a direct interest in the grievance, i.e., the outcome of the grievance directly affects said teacher's rights as determined by the provisions of the Agreement.

If a grievance affects a group or class of teachers, the Association may submit such grievance in writing within five (5) working days of the occasion giving rise to such grievance on a form which sets forth the article and sections of the contract agreement which are alleged to be violated. If the class action grievance affects teachers in a single school, then the grievance shall be commenced at Step I of the formal grievance procedure, unless the principal at the school does not have the authority to address the issue raised by the grievance. If the class action grievance affects teachers in multiple schools, then the grievance shall be commenced at Step II of the formal grievance procedure.

- G. *Teacher's Files* - Any formal grievance on the behalf of a teacher will not be placed in the teacher's file or become a part of any file or record which

is utilized in the promotion process; nor will it be used in any recommendations for job placement.

- H. *Release from Duty* - A teacher engaged on behalf of the Association with any representative of the Board at the Step III arbitration level in the grievance procedure shall be released from regular duties for the purpose of attending the arbitration hearing if the arbitration hearing is held during the regular school day.

Salary for the period of released time shall be withheld. In the event the arbitrator rules in favor of the Association, the Board shall pay the teacher's salary for the released time. In the event the arbitrator rules in favor of the Board, the Association shall pay the teacher's salary for the period of released time.

#### Article V

#### TEACHER PROFESSIONAL GROWTH AND EVALUATION

- A. *Philosophy* - An evaluation program of teaching effectiveness should strive to stimulate self-improvement and thus cause a continued upgrading in the quality of performance of the instructional staff.
- B. *Professional Growth* - Self-improvement is a teacher centered activity to improve any part of the teacher's total performance or responsibility.
- C. *Evaluation* - In order to improve teacher performance and provide for termination of incompetent teachers, the Association and teachers recognize the right, duty and responsibility of principals and supervisors in the School Corporation to make periodic evaluation of the performance of teachers. The purpose of evaluation shall be to provide a sound basis for teacher improvement and assessment of teacher effectiveness. The primary responsibility for individual instructional improvement shall rest with the teacher. This evaluation shall be based upon the criteria and indicators of Form B. All observations and evaluations of the performance of the teacher shall be done openly and

with the knowledge of the teacher. The evaluator shall give positive assistance to those teachers having professional difficulty.

D. *Procedure*

Section 1: Non-permanent teachers shall be defined as all first and second year teachers holding a regular contract with the School Corporation. All non-permanent teachers shall be evaluated in writing, using Form B, at least twice each year, once each semester. Evaluation of non-permanent teachers shall be submitted to the Superintendent's office on or before December 1st and March 1st.

Section 2: Semi-permanent teachers shall be defined as all third, fourth, and fifth year teachers holding a regular contract with the School Corporation. All semi-permanent teachers shall be evaluated in writing, using Form B, at least once each year. The evaluation shall be completed and submitted to the Superintendent on or before March 1st.

Section 3: Permanent teachers shall be defined as all teachers holding a regular contract for six (6) or more consecutive years with the School Corporation. All permanent teachers shall be evaluated formally in writing, using Form B, at least once every three (3) years. The evaluation shall be completed and submitted to the Superintendent on or before April 1st of that year.

E. *Probationary Status* - Semi-permanent and permanent teachers whose performance is deemed unsatisfactory may be placed on probation and terminated for incompetency in accordance with all state statutes and the terms and conditions of this Agreement.

F. *Procedure*

Section 1: If a permanent or semi-permanent teacher's instructional performance is such that he/she is being placed on probation, a conference shall be held between the teacher and evaluator at which time the following will be presented in writing to the teacher:

(a) The specific reasons warranting probationary status (Form B).

(b) The recommendation for probationary status.

The teacher shall reserve the right to indicate in writing any objection to any portion or portions of the evaluation. Such written comments by the teacher shall be included and made a part of the written evaluation by the evaluator and copies of each shall be given to the teacher. The teacher's signature merely signifies that the teacher has read the material to be filed and does not necessarily indicate agreement with its content. One copy shall be retained by the teacher, one copy retained by the evaluator, one copy forwarded to the Superintendent.

Section 2: A Probation Assistance Team shall be formed consisting of the evaluator, an additional administrator, an Association representative, and a grade or subject teacher. This Probation Assistance Team is to provide assistance to the permanent or semi-permanent teacher on probationary status. Every effort shall be made to insure that the make-up of the Probation Assistance Team reflects a sexual and racial balance as it relates to the teacher being assisted.

Section 3: The Association shall be responsible for submitting a list to the Superintendent of names of those teachers who will serve as Association representatives, and a list of those teachers who will serve as grade or subject teachers. Both lists of teachers will be presented to the Superintendent prior to August 29th each year. The Superintendent shall select teachers for the Probation Assistance Teams from the Association lists.

Section 4: The additional administrator shall convene and serve as chairperson of the Probation Assistance Team. Released time shall be provided as needed for Probation Assistance Team members to fulfill their responsibilities as outlined in this Article.

Section 5: The Probation Assistance Team shall develop a Probation Assistance Plan on Form C that addresses the evaluator's

recommendation. The Probation Assistance Team will involve the teacher in discussion prior to the development of the plan and during the implementation stages. One copy shall be retained by the teacher, one copy retained by the evaluator, and one copy forwarded to the Superintendent.

Section 6: A meeting of the teacher and Probation Assistance Team will be held to evaluate the teacher's status. This meeting shall occur no sooner than forty (40) school days after the inception of the Probation Assistance Plan. If assistance is successful, the probation process will be terminated.

Should assistance be unsuccessful at the conclusion of forty (40) school days, there shall be an additional sixty (60) school days of probation. However, the evaluator may terminate the probationary status of the teacher at any time.

Section 7: No single probationary period shall last more than one-hundred (100) contractual school days. Probation can span more than one (1) school year.

Section 8: The Probation Assistance Team shall observe and evaluate the permanent or semi-permanent probationary teacher's progress in writing a minimum of once every twenty (20) school days. One (1) copy to the teacher, one (1) copy to the evaluator, and one (1) copy to the assistance team.

Section 9: Additional classroom observation and evaluation beyond these minimums may be made at the discretion of the Probation Assistance Team or the evaluator.

Section 10: All documentation of probationary status will be placed in the teacher's permanent file. The teacher shall receive a copy of the notation entered in his/her permanent file.

Section 11: A teacher's signature on the Probation Assistance Team evaluation forms shall not necessarily mean agreement with the report.

The teacher may submit, in writing, ten (10) school days following the evaluator's or assistance team's evaluation, any written objections to that evaluation. One (1) copy shall be retained by the teacher, one (1) copy retained by the evaluator, and one (1) copy retained by the assistance team.

Section 12: The Probation Assistance Team shall submit its findings of fact to the Superintendent at the conclusion of the probation assistance period(s).

G. *Official Files* - Official teacher files shall be maintained under the following provisions:

Section 1: All materials placed in the permanent teacher file and originating within the School Corporation from July 1, 1967, shall be available to the teacher upon request for inspection.

Section 2: All references and information obtained in the process of evaluating teachers on the basis of confidentiality, for employment, shall not be available for inspection by the teachers.

Section 3: Material in a teacher's file made available to teachers, as a result of the Agreement, may be reviewed by the teacher.

Section 4: No material derogatory to a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has received a copy of the material and has had an opportunity to respond in writing.

H. *Visitor Observations* - Reasonable requests to observe a teacher's class by persons other than school personnel shall be only after consent has been granted by the building principal and the teacher involved except for school-wide planned parent visitation days as determined by the principal and staff.

**Article VI  
TEACHER AUTHORITY**

- A. *Pupil Discipline* - The responsibility for the development and maintenance of self-discipline falls to the cooperative efforts of students, parents, teachers, administrators and community. Pupil discipline is based on the requirement that children must understand and maintain a reasonable code of acceptable behavior and conform with all school rules and regulations and should endeavor to comply willingly with all orders incident to school routine from all adult school employees. An environment that provides equal opportunity for all and permits the teaching-learning process to proceed in an orderly manner is the objective of all school personnel. School staff members will make every effort to help each student gain acceptable self-discipline standards. In the absence of self-discipline, the Superintendent, principal, other administrative personnel, or any teacher of the School Corporation is authorized to take actions deemed desirable or necessary to help any student, to further school purposes, or to prevent an interference with the educational process.
- B. *Temporary Removal from Class* - Each teacher shall, when pupils are under the teacher's charge, 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 the teacher is then in charge. A teacher may remove a pupil temporarily from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the pupil in the classroom intolerable. A teacher who has dismissed a student from class shall contact the parent/guardian after the dismissal. In the event the parent cannot be contacted, the principal shall be notified and assist in further attempts to contact the parent/guardian. The student who is sent to the office of the principal in accordance with procedures developed by the Association and the administration shall not be readmitted to class until some adjustment is made following a

conference between the teacher and the principal or designee. The conference may result in the student being suspended by the principal until a parent conference can be held. The recommendation of the teacher shall be a major factor in the decision.

- C. *After School Detention*-The Corporation will provide for after school detention facilities in each primary school building. After school detention shall be available every Monday through Thursday in which class is in session; teachers shall not be required to supervise detentions. The detention form attached to this Agreement shall be used any time a detention is assigned. In addition, when a teacher assigns a second detention to a student, the teacher shall contact the student's parents for the purpose of explaining the problem behavior.
- D. *Special Assistance* - The administration recognizes its responsibility to assist the teacher whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons and to make available individual student records to teachers as an aid for determining recommendations concerning particular pupils.

When a student with a known and documented history of carrying a weapon on school property, or of assaulting a teacher, student, or other school authority figure, enrolls in, transfers in, is reassigned, or re-enters after an expulsion, then the building administrator shall notify teachers with teaching responsibility for that student of the student's history; the building administrator shall make every effort to notify the effected teacher(s) within three (3) school days.

- E. *Assistance with Discipline* - The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the school, in school sponsored activities, or in any situation relating to the performance of their school responsibilities.

F. *Legal Counsel* - In cases where there is any court action, the Board shall provide legal counsel for any teacher who is a defendant in any situation relating to the performance of the teacher's responsibilities.

G. *Student Suspensions or Exclusions* - The administration recognizes its responsibility toward certain acts of misconduct in school or at school sponsored events. Certain student misconduct will be grounds for suspension or exclusion of a student and/or students from school; non-students engaged in such acts will be subject to prosecution by the Board (see "School Behavior - Rights, Responsibilities, Regulations, Procedures," Policy No. 7300 in the *Organization, Policies, Rules and Regulations* of the School Corporation).

H. *Suspension for Assault* - A student who commits assault and/or battery upon a school employee or threatens assault and/or battery upon an employee who is in the performance of duties shall be immediately suspended from school. Such students so suspended may be readmitted to school after a study to determine that returning would not constitute a further threat to the safety of the school employee and/or students. The recommendation of the teacher or school employee assaulted shall be a major factor in the decision whether or not the student shall be readmitted to the teacher's classroom, or to the activities supervised by the assaulted school employee.

I. *Reporting Assaults* - The teacher shall immediately report all cases of assault suffered in connection with employment to the school principal who shall in turn immediately inform the Superintendent.

The Superintendent shall comply with any reasonable request from the teacher for information in the Superintendent's possession relating to the persons involved, and will act in an appropriate manner as liaison between the teacher, the police and the courts.

Teachers shall report to the principal who shall in turn immediately inform the Superintendent of any threats of criminal or civil action

against them arising out of and in the course of their employment, and the Superintendent shall review the matter and take necessary steps pursuant to the powers under the Indiana General School Powers Act.

"To defend any member of the governing body or any employee of the School Corporation in any suit arising out of the performance of his/her duties for, or employment with, the School Corporation, providing the governing body by resolution determined that such action was taken in good faith; and to save any such member or employee harmless from any liability, cost or damage in connection therewith, including, but not limited to the payment of any legal fees, except where such liability, cost or damage is predicated on, or arises out of the bad faith of such member or employee, or is a claim or judgment based on his/her malfeasance on office or employment."

J. *Absence Due to Assault* - In the event a teacher is absent due to an injury sustained on the school premises as a result of assault by a student or outsider which is determined to be compensable under Worker's Compensation laws, the teacher will receive:

- (1) Full salary for the first seven (7) school days of absence.
- (2) The difference between the daily rate paid through Worker's Compensation and the teacher's daily salary for a period of fifty-three (53) additional school days of absence.
- (3) Absence for the sixty (60) school days described above will not be charged against a teacher's sick leave.
- (4) Continued benefits of Worker's Compensation will be available to the teacher after a sixty (60) day period.
- (5) The need for absence during any of the first seven (7) school days must be validated by the teacher's physician. In the event that Worker's Compensation is to be used it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's Compensation.

(6) Time for appearance before a judicial body or legal authority as a result of assault by a student or outsider will not result in loss of wages or in reduction of accumulated sick leave of the teacher.

Teachers injured as a result of breaking up a fight between students shall be treated as if they had been assaulted for the purpose of this Article.

- K. *Parental Complaints* - When parents have complaints against the action of any teacher, and take the complaints to an administrator, the principal shall advise the teacher of the complaints. If requested by the teacher, the principal shall arrange a conference among the parent, teacher, and administrator(s).
- L. *Discipline Form* - The form used in implementing this Article is contained in Appendix VII of this Agreement.
- M. *Discipline Policy Committee* - The Discipline Policy Committee shall study the standard discipline policy for the School Corporation. This committee shall consist of three (3) members appointed by the Association and three (3) members appointed by the Superintendent.

It is agreed that each party shall select representation to this committee as follows: one (1) member shall be chosen from the primary, one (1) from the intermediate school, and one (1) from the senior high school. The committee's activities shall be in accordance with Article XIX of this Agreement.

**Article VII  
TEACHING CONDITIONS**

- A. *Class Size* - The goal of both the Association and the Board is to insure the high quality of education by following the limits set forth on class load and class size. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall meet the following maximum standards except in large group

instruction or experimental classes where teachers have voluntarily agreed to exceed these maxima.

Section 1: (a) - The maximum class size for grades K-4 for the duration of the Agreement shall be indicated below:

<u>Grade Level</u>	<u>Number</u>
K	25
1	25
2	26
3	26
4	26

(b) Additionally, should 6th grade students be programmed into the middle school concept, the language in Section 3 for grades 7 and 8 shall apply.

Section 2: (a) - The maximum number of students per high school class shall be thirty-two (32).

(b) The maximum number of students per high school assurance and basic classes shall be twenty-five (25).

(c) The maximum number of students per high school composition class (English 3-4) shall be twenty-eight (28) and per high school research paper class (English 7-8) shall be thirty (30).

(d) The maximum number of students per high school pre-algebra class shall be twenty-five (25). The target number of students per regular high school algebra class shall be twenty-five (25) and shall not exceed twenty-eight (28).

(e) The Board shall make every effort to assure that the number of students in a class does not exceed the capacity for which the class is equipped and designed to accommodate.

(f) The maximum number in physical education shall be forty-five (45). An aide will be provided when the class size reaches forty (40).

Section 3: The maximum class size per intermediate school teacher in grades 5 and 6 shall be twenty-nine (29). The maximum number of students per intermediate school teacher in grades 7 and 8 shall be one-hundred-seventy-four (174) students per day. The class size maximum for grades 7-8 shall be thirty-two (32) students, except where mutually agreed to by the principal and all the teachers whose classes would exceed the maximum.

Section 4: The maximum class size for split grades and split classes shall be twenty-six (26) students.

Section 5: Effort shall be made by the Board to keep first grade, split grades and classrooms where there is a heavy concentration of disadvantaged children, below the maximum number.

Section 6: Exceptions to the maximums above may be made in music, physical education, typing and study halls.

Section 7: If the total number does exceed the maximum or in schools where classroom space is not available, and where adherence to the maximum class load could create undesirably small classes, the involved teacher, principal, Association representative and Board representative shall meet to plan for adjusting and resolving the situation.

Section 8: Primary and intermediate teachers in consecutive grades may, with the approval of the building administrator, choose to loop classes for a two (2) year cycle. The first year of the cycle is when the teacher moves from his or her original grade and the second year of the cycle is when he or she returns to his or her original grade. If, during the time of a looping agreement, a building undergoes a reduction-in-force, then, for purposes of the reduction -in-force, the teachers will be treated as teaching the grades they taught prior to the looping arrangement.

B. *Special Education Services* - Section 1: The Board and Association support a building based model of services for all students at risk and

students eligible for special education services along with the development of specifically designed instructional approaches to meet individual needs in the least restrictive service options as required by federal and state law. Least restrictive environment (LRE) assumes that to the maximum extent appropriate, students with disabilities are educated with non-disabled peers in the school that they would attend if non-disabled.

Section 2: Decisions regarding the amount of service and support required for opportunities in the general education setting are determined at a case conference with parents, general and special education staff. Any general classroom teacher who has a student who requires these services in his/her class or classes shall have the right to provide input for such student's case conference and is encouraged to participate in case conferences. If case conferences are held during instructional time, release time for one general education teacher will be provided. If more than one general education teacher is providing instruction to this student or if a student's services or placement is not yet determined or if specific teacher assignments have not yet been determined, schools may choose a representative from the appropriate grade level or an appropriate team member to represent other general education teachers at that grade level. Students with severe disabilities who are recommended for participation in general education classrooms will be supported by special education teaching and paraprofessional staff; such support will only be removed or faded after a case conference has been convened.

Section 3: The special education teacher of record shall provide the Individual Education Plan (IEP) to all general education teachers providing instruction to students with disabilities within one (1) day after the student's IEP is completed or revised. The IEP shall document appropriate accommodations and modifications, levels of support needed, background information, supplementary aids, and services or program modifications. At any time, the general classroom teacher may

request a case conference for the purposes of revising the IEP. The teacher may make additional requests to (1) reconvene the case conference to review a particular student's IEP, or (2) convene a staffing in connection with the implementation of the IEP or the development of a Behavior Plan.

Section 4: (a) The Board and the Association recognize that appropriate services to students with disabilities requires collaborative team planning in order to facilitate good communication between the general education and special education teachers, paraprofessionals and related service staff. The Board will encourage collaborative planning and cooperative/team teaching models at the building level through extensive staff development and school wide planning opportunities.

(b) The Board will provide for inservice training developed by a committee of general education teachers, special education teachers, parents and paraprofessionals to support effective teacher strategies, cooperative teaching, parent training and building based staff and instructional needs. The Association shall have the right to appoint one-half of the general education and special education teachers to serve on this committee. These staff development opportunities will be treated as inservice training for purposes of Article IX.

Section 5: Continued effort will be made to allow teachers release time as necessary for preparation of Annual Case Reviews.

Section 6: A special education teacher may call for a conference with a representative of the Association, the administration, the Special Education Department and the affected teacher to resolve excessive class size/case load. Every effort will be made by the corporation to resolve the issue to the teacher's satisfaction. The target number of students for intensive classes shall be fifteen (15) students and life skills classes eight (8) students.

C. *Teacher Day* - Section 1: No teacher shall be required to remain beyond the normal teacher day as defined in F unless there are previously scheduled teacher meetings or scheduled appointments with students or parents. Teachers shall not be required to be in school more than forty-five (45) minutes before the students arrive. On days immediately preceding holidays, teachers may leave after students are dismissed.

Section 2: "Instructional time" shall be defined in accordance with guidelines issued by the Indiana Department of Education.

D. *Lunch Period* - All teachers shall have a duty-free, uninterrupted lunch period of at least thirty (30) minutes.

E. *Teacher's Aide* - Section 1: A paraprofessional shall be employed in each K-4 school. The paraprofessionals, who will be employed for three (3) hours, will have the duties defined by the principal and staff. A second paraprofessional shall be employed in each K-4 school with an enrollment of three-hundred-fifty (350) or more students. A third paraprofessional shall be employed in each school with an enrollment of seven-hundred (700) or more. The duties will be defined by the principal and staff. Preference shall be given to special education teachers for use of this aide.

Section 2: Two (2) paraprofessionals shall be employed in each K-4 school as lunch supervisory paraprofessionals. The paraprofessionals, who shall be employed for two (2) hours each day, will have lunch supervision duties defined by the principal. A third paraprofessional shall be employed in each K-4 school with an enrollment of five-hundred (500) or more students.

Section 3: Three (3) hours of aide time shall be provided for each grade level at the intermediate school (5-8).

(a) The six (6) hours of aide time to grades 7 and 8 shall be defined by the grade level teachers.

(b) Two (2) hours of grades 5-6 aide time shall provide lunch supervision, if needed. The remaining aide time shall be defined by the grade 5-6 teachers.

All other remaining time shall be for related fields teams use with aide duties defined by the principal and related fields staff.

Section 4: Five (5) three (3) hour paraprofessionals shall be employed in each high school. English, mathematics, social studies, and science departments in each high school shall have four (4) three (3) hour paraprofessionals. The paraprofessionals will have their duties defined by the department heads and staff. The one (1) remaining three (3) hour paraprofessional shall be provided for joint use by the remaining high school departments with their duties to be defined by the principal and staff.

Section 5: Prime time aides shall not be hired without giving the teacher(s) to whom the aide is assigned the opportunity to have input into the hiring decisions.

F. *Preparation Period* - Section 1: (a) The normal teaching load in high school with a six (6) period, fifty-five (55) minute schedule shall be five (5) teaching periods, one (1) preparation period, and a homeroom.

(b) High school teachers shall have a four-hundred-forty (440) minute day, which shall be divided as follows: no more than three-hundred (300) minutes in instructional time, at least thirty (30) minutes for duty-free lunch, and no less than one (1) period for individual planning time. The balance of time shall be used for planning time, common and/or individual, supervisory and other related student activities.

(c) Teachers shall not be eligible for more than one (1) additional preparation period as a result of Appendix II positions held.

Section 2: The normal teacher load for high school teachers who are teaching vocational courses approved by the Department of Education

shall be in accordance with Section 1 above, with the provision that at least one (1), three (3)-credit vocational course shall be included in their schedule.

Section 3: (a) Teachers in the intermediate school shall have a four-hundred-forty (440) minute day of which not more than two-hundred-ninety (290) minutes are instructional time; forty-eight (48) minutes of individual planning time; and a duty-free lunch period of not less than thirty (30) minutes. The balance of the time shall be used, as coordinated by the administration, for a combination of the following: team or individual planning, lunch duty, supervision, or other related student activities.

(b) The building administrator will use the following steps to assign lunch duty:

- (1) Ask for volunteers from related arts teachers.
- (2) If needed, two (2) hours of grade 5-6 aide time will be provided.
- (3) If needed after steps 1 and 2, related arts teachers will be assigned such duty on a rotating basis.

Section 4: (a) Teachers in primary school grades K-4 shall be subject to the following schedule: four-hundred-forty (440) minutes per day of which no more than two-hundred-eighty (280) minutes are instructional time; no less than forty-five (45) minutes for planning time, common and/or individual; a duty free lunch period of not less than thirty (30) minutes. The balance of time shall be used for planning time, common and/or individual, supervisory and other related student activities.

(b) With regard to the planning time for primary teachers, K-4, as provided in Section 4 (a) above, such teachers shall have at least thirty-five (35) minutes of individual planning time within each instructional day.

(c) At least five (5) minutes shall be provided between instructional

periods for any special subject area teacher providing planning time in grades K-4.

(d) Teachers in kindergarten, except full day, shall have a four-hundred-forty (440) minute day, which shall be divided as follows: no more than three-hundred (300) minutes in classroom instruction, at least thirty (30) minutes for duty free lunch, and thirty-five (35) minutes of planning time to be delivered between the a.m. and p.m. sessions. The balance of time shall be used for planning time, common and/or individual, supervisory and other related student activities.

Section 5: No teacher will be assigned a teaching assignment exceeding the teaching load as described in the preceding sections except after full explanation and a review by the principal and with the consent of the individual teacher involved. Teachers assigned a class beyond the normal teaching load will receive an additional .2 of their base salary and no homeroom assignment.

G. *Class Coverage* - No teacher shall be required to cover another teacher's class unless the teacher is compensated at 1/1000 of the existing Bachelor minimum salary if such assignment is Corporation induced.

H. *Paraprofessional Duties* - Section 1: The Board will employ paraprofessionals to partially relieve some teachers of duties such as, but not limited to, supervision of study halls, lunchrooms, cafeterias, playgrounds, and similar non-professional responsibilities.

Section 2: Primary lunch aides will be provided for the express purpose of relieving primary teachers from lunch supervision. The parties agree that the principal and staff will work together to minimize instructional aide involvement in lunch supervision.

I. *Faculty Meetings* - Faculty meetings may be scheduled on the first and third Thursdays of each month. These meetings shall be well planned and as brief as possible. Other faculty meetings may be called when,

and if, necessary by giving twenty-four (24) hours notice, except in emergencies. An individual teacher shall not be required to attend an average of more than two (2) administratively called staff meetings, and in no event more than three (3) administratively called staff meetings per week.

J. *Professional Library* - The Board and the Association mutually recognize the importance of continuous use of adequate teaching materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board agrees to initiate and to continue in developing a teacher reference library in each school. All texts, reference books, computer and multi-media resources and other materials contained within the school library are available for teachers' use outside the library upon request when classes are not in session or when classes are in session when such arrangements have been made with the librarian.

K. *Teaching Materials* - In order to meet the individual needs of all students, the Board will make a continued effort to provide sufficient multi-level and/or multi-text materials as approved and recommended by the Department of Instruction to insure that each pupil in the classroom has adequate materials.

L. *Adequate Teaching Atmosphere* - The Board agrees to continue to keep the schools equipped and maintained at such levels so as to insure an effective and adequate teaching and learning atmosphere.

M. *Teaching Facilities* - The Board agrees to make available in each school adequate word processing and copying facilities to aid teachers in the preparation of instructional materials. The Board agrees to provide each teacher with adequate material required in daily teaching responsibilities, such as keys, a desk, storage space for instructional materials, lockable space where valuable items may be stored for security, and a copy for individual use of all texts used in each course being taught. The Board further agrees to provide teaching stations for

all special subject teachers. When school is not in session, each teacher may be given access to the building for official school business with the approval of the building principal.

- N. *Teachers' Lounge* - The Board will make every effort to make available in each school in which these facilities are not available adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, and properly ventilated which shall be reserved for use as a faculty lounge. No smoking will be permitted in any school building. Smoking will only be permitted on school property in an area designated by the building administrator that is out of the sight of students and the public to the extent possible. Vending machines may be installed in the teachers' lounge and teachers' lunchroom areas. A formal request must be made by the building principal to the Assistant Superintendent of Administrative Services requesting permission to install vending machines. Profits from such machines may be used by the teachers of each school, subject to accounting practices established by the Indiana State Board of Accounts and the extracurricular fund statutes.
- O. *Telephone* - Separate private telephone facilities shall be made available to the teachers. At least one (1) fax machine shall be made available for teacher use.
- P. *Parking* - It is agreed that adequate off-street paved parking facilities shall be provided as soon as possible for the exclusive use of teachers. Parking facilities shall be provided in the building plans of all new buildings.
- Q. *Hazardous Conditions* - The Board agrees to act promptly to resolve any unsafe or hazardous working condition(s) existing or occurring in or on school property.
- R. *Educational Trips* - Section 1: Overnight educational trips are subject to approval by the building principal and the Superintendent. Proper

supervision, transportation, and housing arrangements must be provided. Daytime educational trips, where transportation must be provided are subject to approval by the building principal and the Assistant Superintendent of School Management. Daytime educational trips, where transportation need not be provided (walking trips) are subject to approval by the building principal.

Section 2: Requests for educational trips are to be made on the prescribed Corporation form. The supervision, transportation of, or the responsibility of pupils on educational trips extending beyond the normal school day shall be voluntary on the part of the teacher, and shall only be undertaken upon receipt of written authorization by the principal or supervisor responsible.

Section 3: No student may participate in any educational trip until a signed clearance on the prescribed form has been secured from the parent or guardian.

Section 4: Field trips are educational experiences that are designed to benefit all students. Nevertheless, there may be reasons a student should not be permitted to attend a field trip. Therefore, primary teachers can deny a student the right to participate in a field trip for behavioral reasons after consulting with both the building principal and the student's parents, and making arrangements for placement of, and providing appropriate educational materials for, the student during the field trip.

- S. *Hall Duty* - All teachers shall make every effort to be on hall duty prior to the first class of the day, during passing periods and for five (5) minutes immediately following school dismissal.
- T. *Cleaning Service* - Adequate cleaning services shall be provided for each school so that the atmosphere is one conducive to good education as well as the comfort of both student and teacher.
- U. *Special Teachers* - Primary teachers shall not be required to be present

in their classrooms, except voluntarily, when their classes are being taught by a special teacher.

- V. *Lesson Plans* - All teachers shall have lesson plans, seating charts, and other instructional aids available at all times. Such material must be easily accessible for substitute teachers.
- W. *Absence During Day* - Teachers may leave their assigned building or buildings during the regular school day only after having received permission from the building principal.
- X. *Mileage* - Teachers shall be reimbursed for mileage as authorized in the *Organization, Policies, Rules and Regulations* of the School Corporation.
- Y. *Progress Reports* - Each teaching staff member of the School Corporation has an obligation to keep parents/guardians informed of the academic progress of their student(s). Information to parents/guardians shall take the form of a report card issued at the end of each nine (9) week term of each grading period. Progress reports shall be issued to students according to established academic criteria. Students will receive a progress report if they are:
  - (1) Failing to meet the prescribed academic standard;
  - (2) Failing the prescribed course of study;
  - (3) Achieving at a level two (2) letter grades or more below what was indicated on the last report card.

The progress report will be a Corporation form designed by a committee composed of teachers and administrators pursuant to Article XIX, Section H.

## Article VIII TEACHER SCHEDULES

- A. *Notification* - Teachers shall be notified in writing of their tentative program, schedule or grade level assignment for the ensuing year prior to the close of the school year. In addition, they will be notified of any changes in their tentative program, schedule or grade level assignment for the ensuing year, including the schools to which they will be assigned, as soon as practicable and not later than August 15.
- B. *Changes in Schedule* - Changes in assignments after August 15 shall be made only in the case of emergency or to prevent undue disruption of the instructional program. As soon as possible the principal shall have a conference with the teacher to discuss the reasons for such change of assignment. The Association president or his/her designee will be notified of all changes made except those due to shifts in enrollment after August 15.
- C. *Assignments* - In order to assure that students are taught by teachers working within their areas of competency, teachers shall be assigned only in accordance with the regulations of the Indiana Department of Education and provisions of this Agreement, where applicable.
- D. *Interschool Travel* - In arranging schedules for teachers who are assigned to more than one (1) school, an effort shall be made to limit the amount of interschool travel. Travel time between schools shall be exclusive of the duty free lunch period and preparation period. Such teachers shall be notified of any change in their schedules as soon as practicable and not later than August 15. Any changes in a teacher's schedule after the beginning of school shall be discussed with the teacher and notification shall be given to the Association president, or designee prior to implementation.

**Article IX**

**TEACHER PROFESSIONAL GROWTH AND INSERVICE TRAINING**

A. *Professional Growth*-The Board and the Association agree that a need for continuing emphasis on professional growth for all professional staff exists within the School Corporation. Such professional growth and inservice training should be predicated toward the goal of ensuring high professional and teaching competency.

B. *Inservice Committee* - Section 1: The inservice training committee shall study and review the existing professional growth and inservice training program in the School Corporation. This committee shall consist of five (5) teachers appointed by the Association. It is agreed that the committee will:

(a) Prepare a program for the semester inservice options to be turned in to the Assistant Superintendent of Instruction. Such program will include the name, date, time, and location of the inservice programs. Programs may be offered at the building or district level. The plan will include the cost associated with any individual inservice program, if applicable; and

(b) Make the necessary arrangements for implementing the program.

Section 2: It is further agreed that the Board will take the following actions in supporting the efforts of the committee:

(a) The Board shall provide four(4) days of release time per teacher per year serving on the committee for the purpose of committee meetings and planning.

(b) The Board shall allow the Association reasonable use of Board facilities and equipment for the purpose of conducting the inservice sessions; however, any additional associated costs will be paid from the fund established in subsection c below.

(c) The Board shall set aside a minimum of ten-thousand dollars

(\$10,000) per school year to cover the cost of the inservice training offered by the committee. Any additional amounts requested by the committee will be subject to the approval of the Assistant Superintendent of Instruction.

(d) The Board will continue to award one hour of inservice credit for each one hour of inservice attendance.

Section 3: The Board retains the option of offering inservice training and professional growth activities during and after the normal instructional day and granting inservice credit for time spent in those activities.

C. *Inservice Remuneration*- All professional employees are encouraged to continue professional growth as outlined in the *Organization, Policies, Rules and Regulations* of the School Corporation and will be eligible to receive a five-hundred dollar (\$500) payment in the next year's contract on the completion of fifty (50) inservice hours. No more than fifty (50) credit hours may be counted in any one (1) year for inservice credit.

D. *Professional Staff Meetings*- During the school year released time may be granted for professional staff meetings with the approval of the Superintendent.

**Article X**

**VACANCIES, TRANSFERS AND REASSIGNMENTS**

A. Assignment of teachers to positions in Kennedy magnet school and LaSalle magnet school will be based on the following procedures:

(1) All positions will be posted with a detailed job description including the following:

- Unique skills and qualifications needed for these programs
- Unique responsibilities and duties required
- Professional development requirements for all staff

(2) Each applicant requesting a transfer to one of the magnet schools

positions will be interviewed in order of seniority.

- (3) Applicants will be selected for the magnet school positions on the basis of seniority and qualifications. In the event the Association objects to the Administration's decision, a joint meeting will be held within five (5) working days.
- (4) Teachers accepting positions in the programs shall sign and agree to honor the conditions of a commitment form.
- (5) Any remaining positions will be filled by the Administration without regard to seniority.

In the event a teacher fails to meet the expectations of the commitment form, as evaluated by the principal, the teacher will be transferred to another teaching position, at the same grade level (K-4 or 5-8), at another school for the following school year.

Should any disagreement arise over the application or interpretation of this agreement, relief may be sought through the established contractual grievance procedure.

It is further understood that all other provisions of Article X are in effect unless specifically changed by the above process.

- B. Staffing decisions for high school deans will be made at the discretion of the Board (administration). These positions shall be exempt from the language of this article of the Professional Agreement.
- C. *Procedure* - Section 1: Beginning December 1 of each school year, the first day of each succeeding month through May 1 the Board shall post in each building and in the Human Resources Office a personnel report listing all known vacancies.

Section 2: The posting shall include teaching, administrative and supervisory positions. Administrative and supervisory positions shall include the salary range. The notices will also include the job

descriptions, effective date of vacancy, kind of license determined necessary, information concerning securing the application, and deadline for filing of the application.

Section 3: Applicants who desire a change in grade and/or subject assignment and/or a transfer to another building for positions resulting from the December-May postings shall request the transfer on the prescribed form, which will be available in the Human Resources Office and in all principals' offices. To be considered, all requests for transfer submitted for openings posted from December through April must be submitted within ten (10) school days of the posting; all requests for transfer submitted for the posting on May 1 must be submitted within seven (7) days of the posting. Transfers to positions will not take place until the following year (unless mutually agreed upon by the teacher and administration).

Itinerant teachers shall have reassignment rights in the building where a majority of teaching time is spent. In the event it is equal, then the teacher must decide which school shall be used at the beginning of the assignment.

Section 4: Between April 15 and May 20 of each year, a teacher may submit a job preference request, upon a form provided by the Board, to the Human Resource Office. A teacher must complete a job preference request each year. Job preference forms only apply to positions that have not been posted. Teacher preferences will be limited to two (2) grade levels if multiple buildings are requested or to two (2) buildings if multiple grades are requested. If a vacancy occurs between June 1 and December 1 of each year, an examination of all job preference requests shall be made by the Human Resources Office. If a certified teacher has requested a transfer to a vacant position, the teacher will be assigned to the vacant position. If more than one (1) certified teacher desires the vacant position, then the certified teacher with the greatest seniority shall be assigned to the vacant position. Until June 15, the next two

vacancies created as a result of the transfer of a teacher under this job preference procedure shall also be filled in accordance with this section; subsequent vacancies occurring, as a result of the transfer of a teacher, shall be filled by the Board. After June 15, only one vacancy created as a result of the transfer of a teacher under this job preference procedure shall be filled in accordance with this section; subsequent vacancies occurring, as a result of the transfer of a teacher, shall be filled by the Board. Vacancies occurring after the start of the school year shall not be filled by the requesting teacher until the following school year.

Section 5: Teachers shall have the option of refusing the first position which they are offered pursuant to the above procedure. Teachers will have twenty-four (24) hours to respond to an offer and have the responsibility to inform the Director of Human Resource Services where they can be reached; if a teacher cannot be reached or no reply is made within twenty-four (24) hours after the offer, the offer will be made to the next candidate in line for the position. Subsequently, the teacher must accept the transfer requested unless he/she has notified the administration, in writing, of a desire to withdraw the request before the date on which notification of transfer is received by the teacher.

Section 6: Teachers initially hired by the Board as special education teachers under a limited license shall not be eligible to transfer to available general education positions unless they have served the Corporation for two (2) years in a special education position or unless they have obtained permission from the Director of Special Education. For every year following the second year that a teacher in the above category continues to teach in a special education position, the Board will reimburse to the teacher one-half (1/2) the cost of up to six (6) hours per year of tuition paid to obtain special education certification. The rate reimbursed shall be based on the per hour cost of in-state tuition at I.U.S.B.

- D. *Limitation* - No assignment of teachers to a specific position in the School Corporation shall be made until all pending requests for reassignment or transfer to that position have been acted upon prior to the next posting of known vacancies.
- E. *Criteria* - The best educational program results from the selection of a school faculty which is well balanced in terms of the teachers' experience, general background and competence.

Section 1: Selection for vacancies, transfers and reassignments shall be based on the following criteria:

- (a) Length of service in the School Corporation.
- (b) Certification.
- (c) In the event the administration determines that a vacant position or a position subject to reassignment requires qualifications not held by the most senior applicant and are held by a less senior applicant, the administration shall notify the Association of its decision and of the teacher assigned to said vacancy. If the Association objects to the administration's decision, a joint meeting will be held within the next five (5) calendar days. If the Association is not satisfied as a result of said meeting, it will be appealed immediately to the permanent arbitrator in accordance with the procedures set forth in paragraph E.

Section 2: (a) When a reduction in the number of teachers in a school is necessary, to the extent possible, all volunteers shall be transferred (in the event there is more than one [1] volunteer, seniority will prevail), after which transfers will be made on the basis of the above listed criteria in Section 1. Notice of transfer will be given to the teachers concerned as soon as possible.

(b) Any teacher whose position is eliminated and the position is reinstated within ten (10) school days after school starts in the following school year shall be given two (2) school days to exercise an option to return to that position.

Section 3: When involuntary transfers are necessary, lists of positions in other schools shall be made available to all teachers being transferred. In filling such positions, preference shall be given to presently employed teachers over newly hired teachers. Such preference shall be based on the criteria listed in Section 1.

Section 4: An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. When an involuntary transfer is initiated by the administration, the Assistant Superintendent of Human Resource Services will grant the affected teacher an interview at which time the reasons for such transfer will be explained and the Association will be notified of the reasons for such transfer.

Section 5: Teachers shall not be transferred from school to school during a school year except in case of emergency.

- F. *June 1 Deadline* - Teachers who have requested transfer or reassignment shall be notified on or before June 1 of the administration's action on said transfer or reassignment.
- G. *Appeal of Transfers* - Section 1: The method of appeal pursuant to C, Criteria, Section 1 (c), shall be as follows:
  - (a) The appeal shall be submitted to the American Arbitration Association under their rules for Expedited Arbitration.
  - (b) The burden shall be upon the administration to show that the position requires qualifications not held by the most senior applicant and are held by the less senior applicant.
  - (c) The decision of the arbitrator shall be final and binding on all parties and may not be appealed through the grievance procedure or in a court of law.
  - (d) The cost of the arbitration shall be split between the parties.
  - (e) The assignments of teachers by the administration shall be in effect until such time as determined otherwise by the arbitrator and, in such event, any change made pursuant to the arbitrator's decision shall not

take place until the first day of the school year following the arbitrator's decision.

(f) The arbitration shall follow rules and procedures of the American Arbitration Association.

**Article XI  
DUE PROCESS AND JUST CAUSE**

- A. A teacher shall not be issued a written reprimand or suspended with or without pay without just cause.
- B. Non-permanent teachers shall be afforded procedural due process as outlined in this Agreement in addition to all rights of non-permanent teachers under state statutes.
- C. Semi-permanent and permanent teachers shall not be non-renewed or dismissed without just cause.
- D. Teachers choosing to appeal non-renewal or dismissal to the Board under state statute waive the right to grieve said non-renewal or dismissal.

**Article XII  
SABBATICAL LEAVE**

- A. *Purpose* - The Board may grant a leave of absence for a period not exceeding one (1) year to a teacher upon written request for a sabbatical leave in accordance with this Article.

This leave shall be for:

- (1) Improvement of professional skills through advanced study at an accredited institution of higher learning, where the teacher will be enrolled as a full time student. Proof of acceptance in graduate school shall accompany application.

(2) Research in education or a subject field. The teacher will provide a statement of thesis, outline of investigation, and the approach to be taken to support the application.

(3) Work experience. The teacher will state in some detail how this will improve his/her teaching.

(4) A teacher exchange program (see Article XIII-F).

(5) Educational travel. The request for sabbatical leave will include a statement about how this travel will provide the teacher with greater teaching skill.

(6) Combination of the preceding reasons may be used in lieu of any one (1) plan.

B. *Application Procedure* - Section 1: Application forms are available from the principal's office.

Section 2: All applications for sabbatical leave must be submitted to the Superintendent on or before February 1 for first semester leave, and on or before October 1 for second semester leave.

Section 3: At the discretion of the Superintendent, shorter notice may be acceptable depending upon the nature of the opportunity or emergency arising.

Section 4: Following receipt of application, the Superintendent will forward such requests to the Sabbatical Committee for evaluation. The majority of the teachers on the committee shall be Association members.

Section 5: The number of applications approved in any one (1) year shall not exceed one percent (1%) of the membership of the faculty.

C. *Approval of Leave* - Section 1: All approvals for sabbatical leave must be made by the Board upon recommendation by the Superintendent.

Section 2: A Sabbatical Committee consisting of three (3) teachers and two (2) administrators will be established to make recommendations to the Superintendent. The teachers will be appointed by the Association: one (1) teacher is to represent the primary grades (K-4), another the intermediate grades (5-8), and the third the secondary grades (9-12).

Teacher membership is for a three (3) year term. Terms are to be staggered. Teacher vacancies are to be filled by the Association. The administrators will be selected by the Superintendent.

Section 3: The Sabbatical Committee will rank all applications as follows:

- (a) Outstanding
- (b) Above average
- (c) Average
- (d) Other

Section 4: The decision of the Sabbatical Committee shall be made by March 1 for fall and November 1 for spring.

D. *Eligibility* - Section 1: Any Master's Degree teacher may be eligible for sabbatical leave after completing the sixth (6th) year or more of continuous, active and satisfactory service in the School Corporation. Staff members will not be eligible for a second sabbatical until no less than seven (7) years have passed since their last sabbatical.

Section 2: Substitute work is not recognized in determining years of continuous service.

Section 3: The health of the applicant will be taken into consideration.

E. *Compensation* - Section 1: Any teacher granted sabbatical leave shall be paid at the rate of fifty percent (50%) of the salary the teacher would have normally received as a full time teacher.

Section 2: Any teacher accepting a sabbatical leave must enter into a written contract with the Board in which they pledge to return to the

School Corporation for a period equal to the length of the sabbatical leave granted.

Section 3: If a teacher fails to return to regular employment in the School Corporation at the expiration of the sabbatical leave, the teacher shall reimburse the School Corporation for all monies paid to the teacher by the Board for such leave. Such stipulation shall appear in the written contract referred to in Section 2. This provision shall not apply when for physical reasons, or other circumstances beyond the teacher's control, the teacher is incapable of further service. In such a case, the teacher shall submit to the Superintendent written statements from two (2) licensed physicians. Procedures to be followed in the event of the death or major disability of the sabbatical scholar would be the same as if the teacher were on active assignment, provided such scholar has previously paid fringe benefit premiums.

Section 4: At the midway point of the leave, the teacher will submit to the Assistant Superintendent of Human Resources a resume of the progress to date.

- F. *Placement* - Section 1: A teacher, upon return from a sabbatical leave, shall be restored to the same position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the School Corporation during such period.

Section 2: The teacher shall receive a maximum of one (1) year credit for retirement under the rules of the Indiana State Teacher Retirement System.

### Article XIII ABSENCES AND LEAVES

- A. *Personal Illness* - Section 1: (a) All professional personnel shall be entitled to a total of eleven (11) days of paid leave each year for personal and family illness. Such leave shall be cumulative as personal illness days. Teachers shall be given an accounting of their accrued sick leave including unused personal business days on paycheck stubs.

(b) Family, as used in subparagraph A(1)(a), refers to all family members for whose illness a teacher may take Family Medical Leave Act leave under the Board's FMLA policy.

Section 2: All professional personnel shall be granted non-accumulative sick leave according to the following schedule for summer and evening school employment:

Four (4) week session - one (1) day sick leave

Six (6) week session - one (1) day sick leave

Eight (8) week session - two (2) days sick leave

Section 3: Any teacher who is absent for a continuous prolonged period of time because of serious illness or disability (which is not compensable under Worker's Compensation) and who has exhausted his/her sick leave, and who intends to accept the benefits of the salary continuous insurance program, may appeal to the Superintendent for an extension of sick leave benefits. Such additional benefits shall not exceed sixty (60) days or extend beyond a contractual school year. All such absences are subject to verification by a physician designated by the Board.

- B. *Personal Business* - Section 1: Each teacher shall be entitled to three (3) days each year for the transaction of personal business without loss of pay. Personal business days requested immediately preceding Thanksgiving, Christmas or Spring recess for the purpose of extending

a vacation shall be charged at the rate of two (2) days for every one (1) used. Personal business days may be taken in half-day units. Up to two (2) unused personal business days may be carried over into the next school year for a maximum of five (5) per year. Any unused days not carried into the following year shall be credited to the teacher's sick leave accumulation. Application for such personal leave shall be made on the prescribed form as soon as possible and at least twenty-four (24) hours before taking such leave (except in case of emergency). "Personal business" shall be sufficient reason for such request except for days immediately preceding the vacation periods listed above. The Board shall honor all requests regardless of reasons.

Section 2: Each teacher shall be entitled to two (2) days each year without pay. The board shall honor all requests regardless of reasons. Additional leave without pay may be granted by the Superintendent.

C. *Holiday Deductions* - The Board will not deduct sick leave or personal leave for a school holiday, for vacation periods, or when schools are closed.

D. *Bereavement* - Section 1: All salary not exceeding five (5) school days will be allowed any certified employee under contract for absence due to the death of a father, mother, stepfather, stepmother, brother, sister, wife, husband, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchild or others residing in the same household of the absent employee. Such absence shall be at the time of death or for settlement of the estate.

Section 2: Two (2) days' salary will be allowed for absence due to the death of any other blood relative such as first cousin, aunt, uncle, niece or nephew.

Section 3: Three (3) days' salary will be allowed for the absence due to the death of grandparents-in-law. Such absence shall come from the individual teacher's accumulated sick leave.

E. *Elected Activities* - The Board agrees that teachers designated by the Association will upon request, be granted a leave of absence for one (1) year for the purpose of engaging in Association (state and/or national) elected activities. Such leave may be extended by the Superintendent upon request.

F. *Exchange Teaching or Peace Corps* - Leaves of absence of up to one (1) year will be granted to any teacher who serves as an exchange teacher or joins the Peace Corps and who is a full-time participant in either of such programs. If the teacher has completed five (5) or more consecutive years of service, the teacher may, upon recommendation of the Superintendent and with the approval of the Board, be paid for the leave of absence for exchange teaching.

Upon return to the School Corporation, persons who have been granted leaves of absence for the Peace Corps or exchange teachers in programs under the auspices of the United States government will be considered as if they were actively employed by the Board during the period of leave and will be placed on the salary schedule at the level they would have achieved had they not been absent. Credit on the salary schedule as described herein shall be reflected in the salary schedule published by the School Corporation. Such leaves may be extended by the Superintendent upon request.

G. *Military Leave* - Military leave will be granted to any teacher who is inducted into any branch of the Armed Forces of the United States or who enlists in case of an emergency in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which would have been achieved had the teacher remained actively employed in the system during the period of the absence, up to a maximum of four (4) years.

Full credit for military service will be allowed to all veterans who took the oath of allegiance, served in either combat or non-combat units, and were honorably discharged. A year shall be defined as at least eight (8)

months of military service or a combination of military service and school teaching experience occurring between the dates of July 1 and June 30. In no case shall a teacher receive more than the number of years the teacher would have received as a teacher had the career not been delayed or interrupted. The same rules will be followed in case of service in the Red Cross or USO during a period of hostility. Persons serving with the Armed Forces or cooperating auxiliary branches, shall upon honorable discharge or separation be readmitted to teaching in a position comparable to the one surrendered by the individual upon leaving the School Corporation. The teacher shall have up to sixty (60) days after release from active duty to notify the Board of the intent to return to the system. In the event that the veteran's former position is filled and an identical position is not available, then the veteran will be placed in a temporary position until a satisfactory adjustment can be made.

If National Guard or reserve encampment or a period of active training due to emergency situations should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence.

H. *Leaves of Absence for Pregnant Teachers* - Section 1: Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sick leave and the following:

(a) Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies, in writing, the Assistant Superintendent of Human Resources at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Assistant Superintendent of Human Resources of the expected length of this leave, including with this notice

either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.

(b) All or any portion of such leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. After her available sick leave has been used, the teacher may be absent without pay, subject to the above paragraph of this section. This leave may be taken without jeopardy to reemployment, retirement and salary benefits, tenure and seniority rights.

(c) Upon receipt of written notification from the teacher of her intent to return, the Assistant Superintendent of Human Resources and the teacher shall determine the exact date upon which she will resume her employment. Prior to the resumption of her teaching duties, the teacher shall provide the Assistant Superintendent of Human Resources with a statement of her good health from her physician.

I. *Adoptive Leave* - Adoptive leave shall be granted for up to a period of one (1) school year. Upon initial application for the adoption, the teacher shall notify the Superintendent of his/her intent. The period of leave shall commence when the child is physically turned over to the teacher-parent. Upon return to the school system, the teacher shall be assigned the same or an equivalent teaching position. Upon request of the teacher, leave may be extended for up to one (1) full school year.

J. *Family Care Leave* - A leave of absence of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family or a newborn child. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused sick leave, will be restored upon return.

- K. *Extension of Leave* - All requests for extended leave beyond one (1) year will be applied for as soon as possible and granted in writing upon the recommendation of the Superintendent.
- L. *Superintendent Approved Leave* - A leave of absence may be granted to any teacher at the Superintendent's discretion.
- M. *Professional Growth Leave* - A permanent teacher may apply for a leave of absence not to exceed one (1) year for purposes of professional growth. Such application will be directed to the office of the Assistant Superintendent of Human Resources.
- N. *Participation in Insurance Programs* - Any teacher on a leave of absence or after accumulated sick leave has been exhausted may participate in the School Corporation's group insurance programs by paying the premiums during the period of leave.
- O. *Reassignment* - Upon return from any leave, a teacher will be assigned to the same position, if available or, if not, to at least an equivalent position. If a teacher has had a special assignment prior to the leave of absence, every effort will be made to provide the same special assignment or a similar one upon the teacher's return. A new assignment will be based on a conference between the teacher and the Assistant Superintendent of Human Resources concerning the positions available for which the teacher is qualified.
- P. *Professional Growth Days* - Professional growth days in excess of personal leave days as authorized by the law may be granted with no loss of salary by the Superintendent.

Section 1: Professional growth days shall be used for the purpose of:

- (a) Attending and/or participating in professional meetings relating to professional workshops, seminars or conferences.
- (b) Visitation to other School Corporation schools, school corporations or educational institutions for the purpose of observing instructional

techniques or other instructional-oriented programs.

Section 2: The Board will provide expenses such as convention registration, food, lodging and travel-related expenses which are related to attendance at such meetings if the teacher has been requested to attend by either the Board or the Superintendent of Schools.

Section 3: Teachers requesting professional growth days shall apply on the prescribed form no less than seven (7) school days before the date of the leave.

Section 4: Money shall be set aside in each school year's budget for the purpose of providing professional growth days for teachers.

- Q. *School Visitations* - Principals may arrange for individual teachers to visit in other schools within or outside the School Corporation. No loss of salary will be incurred if such visitation is approved. A teacher wishing to be excused for a visiting day shall submit a request in duplicate on the prescribed form to the principal who in turn will forward the request to the Division of Instruction. Individual reports on visiting days should be submitted to the principal who is responsible for the absence of the teacher.
- R. *Court Appearance* - Any teacher not a party to the proceeding who is required by subpoena to appear and testify at any court proceeding or administrative hearing shall be entitled to payment of regular salary for up to, but not exceeding five (5) school days. Provided, however, they shall turn in to the Board any remuneration, except for reimbursed expenses, they receive relative to said subpoena for the period of time that their salary is continued as provided in this paragraph.
- S. *Jury Duty* - Teachers called for jury duty shall be paid at their normal daily rate during the time they are absent from school for such duty. However, they shall turn in to the Board any remuneration they receive from the courts for serving on such a jury, minus mileage paid to the teacher by the courts.

- T. *Religious Holiday Leave* - Three (3) days of leave per year shall be granted upon request to a teacher (who is a member of a nationally recognized religious body) for the celebration of a religious holiday when the ritual of observation is required of all its members by a nationally recognized religious body and such observation requires time during the regular school day.
- U. *Health Leave* - In those instances where a teacher's health warrants it, a health leave shall after five (5) years of service, be granted up to a maximum of one (1) year plus an unfinished year. This leave may be renewed each year upon written request of the teacher.
- V. *Child Birth Leave* - When a child is born to a teacher, or the spouse of a teacher, he/she shall be granted two (2) days leave with pay at the time of birth.
- W. *Study Leave* - A leave of absence for up to one (1) year shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university.
- X. *Sick Leave Bank* - Section 1: A sick leave bank consisting of two-hundred (200) days a year shall be established by the Board. The bank is to be administered by two (2) administrators to be appointed by the Superintendent and four (4) teachers to be appointed by the Association. Teachers who have exhausted their personal leave and sick leave days shall be eligible to apply to the committee for an extension of sick leave benefits. Extension of sick leave shall not be granted beyond the period when a teacher would or could be eligible to receive benefits of the School Corporation's long-term disability program. Unused days in the sick leave bank shall be carried forward to the following year.

Section 2: The Board agrees to place an additional thirty (30) days into the sick leave bank during any school year when the balance of available days provided in Section 1 is exhausted. Any of these unused days shall not be carried forward to the following year.



Section 3: There shall be an additional sixty (60) days available for Association use of which not more than ten (10) days may be used by any one (1) teacher nor more than ten (10) individuals released on any given day. The Association has the right to use these days at times they so select and their use cannot be restricted or denied by the Corporation.

- Y. *Family and Medical Leave* - Section 1: An employee absent, due to health reasons, longer than five (5) consecutive days must apply, retroactively if necessary, to Human Resources for a Family Medical Leave, regardless of available sick days.

Section 2: An employee on a Family Medical Leave for personal (not familial) medical reasons may elect to use available sick and/or personal business days concurrent with his/her Family Medical Leave. It is no longer a requirement to use sick and/or personal business days during Family Medical Leave for any medical condition.

(a) Should an employee decide not to use accumulated sick or personal business leave during his/her family leave, then the leave will be unpaid.

(b) Delaying the use of sick and/or personal business days until after the depletion of Family Medical Leave (twelve [12] weeks) provides for the continuation of health insurance benefits at the active employee rate, until the depletion of such paid days.

(c) Unless otherwise directed by the employee, the School Corporation will automatically charge available sick and/or personal business days concurrent with the employee's Family Medical Leave.

Section 3: All medical leaves, including pregnancy/maternity leaves, must be substantiated by a physician's statement. The physician statement is to verify a medical condition requiring the employee's absence from work for the purpose of treatment and/or recuperation. It

should include diagnosis, anticipated duration, and projected return-to-work date.

- (a) Before returning to work, an employee must present a second physician statement, releasing the employee to return to full duty. Upon the discretion of the administration, it may be necessary to consult a medical physician to validate the appropriateness of an employee's return to full duty.
- (b) Restricted return releases must be evaluated by the administration for feasibility of accommodation before the employee can return to his/her position.
- (c) As a matter of course, medical leaves due to pregnancy/maternity are granted up to six (6) weeks after the birth of the baby. This means that an employee can take up to six (6) weeks of available sick days immediately following the birth of the baby. Actual number of sick days deducted is dependent on the number of paid school days in that six (6) week period. Extension of the six (6) week period must be substantiated by the employee's physician.
- (d) Any medical leave extending beyond eight (8) weeks, may necessitate the School Corporation to employ the expertise of a medical physician for consultation in the determination of the necessity and appropriateness of the leave and its duration. The employee will need to release information to the Corporation's medical designee in order for the leave to be considered.
- (e) In the event, the Corporation's physician and the employee's physician differ in opinion, an independent medical physician will be employed to resolve the differing opinions. The choice of an independent physician must be agreed upon by both parties. The cost will be assumed by the Corporation.

**Article XIV  
SEVERANCE PAY, RETIREMENT AND  
SUPPLEMENTAL BENEFITS**

- A. **Severance Pay (12-year employees)** - Teachers with at least twelve (12) years of employment in the School Corporation or schools incorporated in the School Corporation and who are eligible to receive benefits under the Indiana State Teachers Retirement Fund, are eligible for retirement compensation as follows:
  - 1. *Notification* - On or before April 1 of the year of retirement, the teacher shall submit to the School Corporation's Director of Human Resources a written notification of intent to retire. The April 1 deadline may be waived by the Board in the event that the teacher is forced to retire due to illness or accident.
  - 2. *Distribution of Pay* - Severance pay shall be paid in equal bi-weekly amounts ratably over the final school year of the teacher's employment.
  - 3. *Demise of the Employee* - In the event of the demise of any teacher who had notified the School Corporation of an intent to retire under this section, any benefits which the teacher had not yet received shall be paid to the individual designated as the teacher's beneficiary on the teacher's group life insurance policy, according to the pay date schedule established for the teacher.
  - 4. *Amount* - The teacher shall receive one (1) day's pay at the Bachelor's base rate multiplied by the number of years of employment with the School Corporation, plus nine dollars (\$9.00) per day for all unused accumulated sick leave.
- B. **Severance Pay (15-year employees)** - Teachers with at least fifteen (15) years of employment in the School Corporation or schools incorporated in the School Corporation, and who are at least 55 years of age as of December 31 during the calendar year in which they retire, are eligible

for retirement compensation as follows:

1. *Notification* - On or before April 1 of the year of retirement, the teacher shall submit to the School Corporation's Director of Human Resources a written notification of intent to retire. The April 1 deadline may be waived by the Board in the event that the teacher is forced to retire due to illness or accident.

2. *Distribution of Pay* - Severance pay shall be paid in equal bi-weekly amounts ratably over the final school year of the teacher's employment. Supplemental benefits (as described below) shall be paid on or before July 30 of each year for which they are due.

3. *Demise of the Employee* - In the event of the demise of any teacher who had notified the School Corporation of an intent to retire under this section, any benefits which the teacher had not yet received shall be paid to the individual designated as the teacher's beneficiary on the teacher's group life insurance policy, according to the pay date schedule established for the teacher.

4. *Amount* - The teacher shall receive payment as follows:

(a) *Severance Pay* - Upon retiring, the teacher shall receive payment according to the following formula, with the limits set forth below:

$(\text{Final salary} \times .0025 \times \text{years of service}) + (\text{Unused sick days} \times .15 \times [\text{Final salary}/188])$

- (1) No more than thirty (30) years of service in the School Corporation shall be credited;
- (2) No more than three-hundred-thirty (330) days of unused accumulated sick leave shall be credited;
- (3) No more than fifty-five-thousand dollars (\$55,000) final salary shall be credited;
- (4) "Final salary" means the salary applicable to the teacher as contained in Appendix A to the Professional Agreement (i.e., the teacher's base or "9 month" salary).

(b) *Supplemental Benefit* - In the event that the teacher retiring under this section retires before the teacher is eligible to receive reduced old-age insurance benefits (also known as reduced Social Security benefits, currently available at age 62), then in addition to the Severance Benefit, the teacher shall receive a Supplemental Benefit in an amount equal to one-half (1/2) the Severance Benefit. The Supplemental Benefit shall be provided every year beginning with the year of retirement (i.e., after the teacher's last day of employment), until the teacher is eligible to receive reduced old-age insurance benefits. *Provided, however*, that if the Supplemental Benefit exceeds the amount of annual reduced old-age insurance benefits to which the teacher would be entitled when the teacher attains the age of eligibility for reduced old-age insurance benefits, then the Supplemental Benefit shall be automatically reduced to an amount equal to the old-age insurance benefit amount.

5. *Examples*

(a) Teacher with thirty (30) years experience in the School Corporation and a salary of \$55,000 with two-hundred-twenty (220) days accumulated sick leave and age fifty-five (55) as of August 1 after the end of the school year in which he/she retires:

$\text{Severance Pay} = (\$55,000 \times .0025 \times 30) + (220 \times .15 \times [\$55,000/188])$   
= \$13,779.26

$\text{Supplemental Benefit} = \text{Severance Pay} = \$6,889.63$

The teacher will receive severance pay of \$13,779.26, distributed over the course of the teacher's final year of employment. In addition, since the teacher is retiring prior to the eligibility date for reduced Social Security benefits (currently age 62), the teacher is eligible for Supplemental Benefits in the amount of \$6,889.63 every year until age 62. The teacher's total benefits are thus as follows:

Severance Pay	\$13,779.26
Supplemental Benefit	\$ 6,889.63 (age 55)
Supplemental Benefit	\$ 6,889.63 (age 56)
Supplemental Benefit	\$ 6,889.63 (age 57)
Supplemental Benefit	\$ 6,889.63 (age 58)
Supplemental Benefit	\$ 6,889.63 (age 59)
Supplemental Benefit	\$ 6,889.63 (age 60)
Supplemental Benefit	\$ 6,889.63 (age 61)
Supplemental Benefit	\$ 6,889.63 (age 62, eligible for Social Security)

**TOTAL BENEFIT** **\$68,896.30**

(b) Same as above, except the teacher retires at age 60 (same years of service, final salary, and sick days). In this case, the teacher's severance benefit and supplemental benefit remain the same, but the total benefit is reduced because the number of years for which the teacher is eligible to receive the supplemental benefit is fewer.

Severance Pay	\$13,779.26
Supplemental Benefit	\$ 6,889.63 (age 60)
Supplemental Benefit	\$ 6,889.63 (age 61)
Supplemental Benefit	\$ 6,889.63 (age 62, eligible for Social Security)

**Total Benefit** **\$34,448.15**

(c) Same as above, except the teacher retires at age 66, currently above the age at which the teacher would be eligible for reduced old-age insurance benefits. In this case, the teacher's Severance Benefit remains the same, but the teacher is not entitled to receive any Supplemental Benefit. The total benefit is thus \$13,779.26.

C. *Initiating Retirement* - Full responsibility for initiating detail relative to retirement with the Indiana State Teachers Retirement Fund rests with the individual teacher; however, the Benefits and Wellness Department

will give counsel and assistance.

D. *Medical Benefit* - Section 1: The School Corporation shall provide a health care payment of sixty-three dollars (\$63.00) per month on a single monthly plan or one-hundred-fifty dollars (\$150.00) per month on a family coverage plan for a period of five (5) years or until age sixty-five (65), whichever comes first.

Section 2: When both a husband and wife are teachers of the School Corporation and one teacher retires, the active employee may elect to continue a single plan or assume the family coverage. The newly retired employee receives the Corporation's partial pay arrangement of sixty-three dollars (\$63.00) (single rate) and may apply it to either a single medical plan or apply it toward the active employee's premium contribution (twenty percent [20%] of premium).

Section 3: Assuming no dependents and upon retirement of the second spouse, the retirees take two (2) single plans, each receiving sixty-three dollars (\$63.00) toward the School Corporation medical benefits.

Section 4: Assuming dependents and upon retirement of the second spouse, the second retiree continues a family plan and receives one-hundred-fifty dollars (\$150.00) toward School Corporation medical benefits while the first retiree continues to receive sixty-three dollars (\$63.00) toward same benefits. In the event the dependent becomes ineligible, the partial pay arrangement reverts to Section 3 described above.

Section 5: A retired employee may choose to use his/her severance and/or supplemental pay (as calculated in Paragraph B) to pay the cost of continuing to enroll in the corporation medical and/or dental and/or vision insurance plan(s). The yearly estimated premium payment would be deducted from the severance/supplemental pay in July each year until the severance/supplemental payments end. If the severance/supplemental pay is inadequate to pay the estimated premium

payment, the retiree shall pay the difference. A retiree could elect to have the school corporation retain this yearly difference between the severance/supplemental pay and the estimated premium to pay premium payments beyond the date when supplemental payments end. If this retainage is inadequate to pay the premiums beyond the supplemental pays, the retiree shall be responsible for the difference. If the retainage exceeds the premiums, the retiree shall receive this excess upon reaching the age of sixty-five (65). The yearly estimated premium amount would exclude the partial payment which the retired employee is eligible for under this same paragraph, Section 1, 2, 3, or 4. An adjustment between the estimate and actual premium payment will be made prior to calculating the following year's premium.

To receive full advantage of this benefit, retirees should be enrolled in Section 125 for premium contributions by January 1 of their year of retirement.

Section 6: It is understood that teachers selecting to receive severance and/or supplemental pay benefits in the form of insurance premiums under Section 5 shall have the right to the Board contribution as outlined in Sections 1 or 2 above.

**Article XV  
PROFESSIONAL CONDUCT AND ACADEMIC FREEDOM**

- A. *Academic Freedom* - Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning people, human society, the physical and biological world, and other branches of learning subject to the course of studies in the School Corporation.

**Article XVI  
EMERGENCY SCHOOL CLOSING**

- A. *Emergency Closing* - All of the schools and school offices in the School Corporation will be open on all regularly scheduled days unless closed by the Superintendent because of an emergency. Such school closing will be announced as early as information concerning the emergency is available.
- B. *Remuneration* - When a school or schools are officially closed by the Superintendent, all certified teachers will be paid.
- C. *Travel Difficulties* - In the event of an absence resulting from travel difficulties between a teacher's local place of residence and place of employment, the Superintendent may waive the salary deduction if the travel difficulties arise from floods, storms or other conditions beyond the control of the employee and if in the judgment of the Superintendent the employee has made every reasonable effort to get to the place of employment.
- D. *Rescheduled Days* - In the event that additional time needs to be scheduled because of school cancellation, the Board and the Association shall mutually agree how such time shall be rescheduled.

**Article XVII  
POLITICAL ACTIVITY**

- A. *Political Activity* - All employees of the School Corporation shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Indiana and provided further that such action does not impair their usefulness in their respective capacities.

**Article XVIII  
CURRICULUM DEVELOPMENT AND REVISION COMMITTEE**

A. *Curriculum Committee* - A committee for curriculum development and revision consisting of six (6) members appointed by the Association and six (6) members appointed by the Superintendent, and the Assistant Superintendent of Instruction as chairperson, shall be appointed to participate in decision-making regarding curriculum development, implementation of program, evaluation of program, textbook selection and curriculum revision. Representatives from the Corporation's committees shall systematically review the total program and make recommendations through this committee for further study and suggested improvements. A report of recommendations resulting from such working committees shall be presented to the entire committee for their signatures of endorsement. An explanation of action taken on the recommendation shall be transmitted to the committee.

**Article XIX  
EMPLOYMENT PRACTICES**

A. *Appointment* - Section 1: To be eligible for appointment as a teacher in the School Corporation one must be eligible for a teaching certificate issued by the State of Indiana. In addition each appointee must have made a special study of the subject or subjects to be taught.

Section 2: The appointment of any person to any type of position shall be solely for the purpose of providing the best available service for the schools.

Section 3: In making selections among several possible candidates, consideration of comparative qualifications to render the best service shall determine each appointment.

Section 4: The Board shall not employ any person to teach who is not eligible to receive proper certification and who has not instituted the

necessary procedures to obtain such a certificate from the Indiana Department of Education.

B. *Filling of Vacancies* - Section 1: A fully licensed teacher selected to fill the position of a teacher who has resigned, entered military service, or died shall be given a regular contract for the remainder of that year, and shall be paid according to the salary provisions of the School Corporation.

Section 2: In the event no regularly licensed teacher is available to fill the vacancy caused by death, resignation, or entry into the military services of a regular teacher, substitute teachers may fill such vacancies only until a regular teacher is available.

Section 3: The Board shall have the option to guarantee one (1) male and one (1) female physical education teacher in each intermediate and high school.

Section 4: The Board shall have the option to guarantee one (1) male and one (1) female guidance counselor in each high school.

Section 5: Faculties in each primary center shall have a black composition within five (5) percentage points of the total percentage of black faculty members in all primary centers. In no case, would there be less than two (2) full-time black teachers assigned to a building.

Section 6: Faculties in each intermediate and high school shall have a black composition within five (5) percentage points of the total percentage of black faculty members in all intermediate and high schools. In no case, would there be less than two (2) full-time black teachers assigned to a building.

Section 7: The Board shall have the option to guarantee one (1) black guidance counselor in each high school.

Section 8: The Board shall have the option to provide one (1) Hispanic counselor and/or Hispanic social worker.

C. *Substitutes* - Substitutes shall be provided when available, for all classroom teachers, including art, music, and physical education teachers.

D. *Summer and Night Employment* - Section 1: A tentative schedule of the summer employment positions shall be posted by April 1 of each year. Teachers desiring to obtain one of these positions may apply by stating their qualifications and giving supporting information on forms provided by the office of the Superintendent. Such applications shall be received on or before April 15.

Section 2: All appointments to summer and night schools shall be made on the following criteria:

- (a) Certification;
- (b) Contribution staff member could make to students;
- (c) Opportunity for professional growth of staff member (applicable to voluntary transfer);
- (d) Length of service of staff member in the School Corporation.

Section 3: All summer and night school applicants shall be classified as follows:

- (a) Teachers who have taught in the subject area during the regular school year, summer school, or night school during the last five years;
- (b) Teachers who have not taught in the area during the last five years but who are certified in the subject area.

Teachers in classification (a) shall be selected in accordance with the above criteria for vacant summer school positions before any applicant in classification (b).

For purposes of this article, all elementary grade levels shall be considered as one subject area.

Section 4: Appointees to summer school teaching positions shall be notified on or before May 15. Additional appointees shall be notified as soon as the appointment is made.

Section 5: No teacher shall hold more than one (1) school sponsored summer employment position except in cases of emergencies.

Section 6: (a) Assignments for adult education, night school, and summer school programs will be made by the Board on the basis of preference to teachers possessing regular teaching certificates regularly employed in the School Corporation during the normal school year.

(b) The following criteria shall be used for driver education selection:

1. Driver Education endorsement;
2. Seniority (provided that the applicant meets one of the following requirements):

(a) Has taught driver education for the Board or a private school approved by the Department of Education within the five (5) years prior to the summer of application; or,

(b) Has completed the following refresher program offered by the Board:

- (i) One (1) hour of instruction in a car equipped with dual controls.
- (ii) One (1) hour of monitoring the defensive driving classroom instruction given to School Corporation students.
- (iii) A preview of driver education films from an approved list for a minimum of two (2) hours.

3. The Board will provide all necessary facilities, equipment and personnel at no cost to participants to guarantee those interested an opportunity to complete the refresher program so that they may qualify for appointment in the driver education program.

4. The Board will provide the refresher program each year that the application is made for the course.

Section 7: (a) Due to the variety of beginning dates, applications for positions in the night schools will be made available upon request at the Adult Education Office.

(b) Assignments for adult education and night school programs will be made on the basis of preference to teachers possessing regular teaching certificates, regularly employed in the School Corporation during the normal school year.

Section 8: Any teacher employed under the provisions of this section shall be paid in accordance with the state law requiring salary prorated except as provided otherwise in this Agreement.

- E. *Supplemental Contracts* - All summer school teachers, except driver education teachers, and summer school sports camp teachers, shall be issued a Supplemental Service Teachers' Contract. The salary of a teacher who serves on a Supplemental Service Teachers' Contract shall be the same as the salary of a regular teacher on the regular pay schedule in effect in the School Corporation. Part time service on the Supplemental Service Teachers' Contract shall be computed on the basis of six (6) hours as a full day of service. Driver education teachers shall be paid twenty-five dollars (\$25.00) per hour for non-credit courses. Summer school sports camp personnel shall be paid at the following hourly rates: Head Coach eighteen dollars (\$18.00); Assistant Coordinator thirteen dollars (\$13.00); and Camp Assistant (Aide) eight dollars (\$8.00).
- F. *Supervision of Student Teachers* - Supervision by a teacher of a student teacher shall be voluntary. Compensation for such service shall be the direct responsibility of the teacher and the training institution involved.
- G. *Physical Examinations* - The cost of the following physical examinations will be assumed by the Board:

(1) Pre-employment medical examinations.

(2) Examination by a physician as a result of a Worker's Compensation claim.

H. *Committee Activities* - The Discipline Committee, Inservice Committee, and Sabbatical Committee created by the terms of this Agreement shall operate under the following procedures:

(1) All teacher committee members on the above committees shall be appointed by the Association.

(2) The time for the committee's meetings shall be determined by the committee. Release time will be granted upon approval by the Superintendent.

(3) The operating procedures, the times of the meetings and the work of the committee shall be reflected in its minutes.

(4) The chairperson of the committee shall be elected by the committee.

(5) All committee reports will be sent to the Superintendent and the Association president.

(6) The Superintendent, committee chairperson, and Association representative will meet to discuss all final reports.

(7) The results of the study shall be submitted to the Superintendent for approval.

I. *System-Wide Committees* - The Association may recommend to the Superintendent names of teachers to be considered for system-wide committees.

**Article XX**  
**SCHOOL CALENDAR**

A. *Legal School Year* - The legal school year as established by the State of Indiana is July 1 through June 30 of the following year.

B. *Regular School Year* - Section 1: The regular school year for the School Corporation for 2003-04 shall begin and terminate on the following dates:

New Teacher Orientation - August 26, 2003  
August 27, 2003 to June 9, 2004

Section 2: The regular school year for the School Corporation for 2004-05 shall begin and terminate on the following dates:

New Teacher Orientation - August 24, 2004  
August 25, 2004 to June 9, 2005

C. *Prorated Pay* - A teacher contracted to start after the first day of the school year will be contracted for the number of teaching days remaining in that school year at the teacher's daily rate.

D. *Vacation Days* - Section 1: The 2003-04 calendar shall observe the following vacation days for students and teachers:

Labor Day, September 1, 2003  
Thanksgiving Break, November 27 & 28, 2003  
Winter Recess, December 22, 2003 to January 5, 2004  
Martin Luther King Day, January 19, 2004  
President's Day, February 16, 2004  
Spring Recess, April 5, 2004 to April 12, 2004  
Memorial Day, May 31, 2004

Section 2: The 2004-05 calendar shall observe the following vacation days for students and teachers:

Labor Day, September 6, 2004  
Thanksgiving Break, November 25 & 26, 2004  
Winter Recess, December 20, 2004 to January 3, 2005  
Martin Luther King Day, January 17, 2005  
Presidents' Day, February 21, 2005  
Good Friday, March 25, 2005  
Spring Recess, April 4, 2005 to April 11, 2005  
Memorial Day, May 30, 2005

E. *Professional Days* - The calendar shall include the following days for teachers' professional meetings and activities. These days shall be vacation days for students:

(1) Orientation Activities - All Teachers - August 27, 2003

(2) Orientation Activities - All Teachers - August 25, 2004

(3) The last one (1) day of the first nine (9)-week grading period shall be used for the purpose of grading, recording grades, and/or parent conferences.

(4) The last one (1) day of the first semester and the last one (1) day of the second semester shall be used by teachers for the purpose of grading and recording grades.

F. *Election Days* - Schools shall be dismissed according to state statute on the days of the primary and general elections.

G. *Calendar Appointments* - For the term of this Agreement, the school calendar shall be as set forth in Appendix III.

**Article XXI  
INSURANCE**

A. *Comprehensive Major Medical Health Insurance* - Section 1: The Board will provide any teacher with a one-half (1/2) time contract or greater a comprehensive major medical plan which contains the following cost containment provisions:

- (a) Out-patient Surgery
- (b) Mandatory Pre-admissions Testing
- (c) Mandatory Second Opinion Surgery
- (d) Ambulatory Surgery
- (e) Inpatient Concurrent Review
- (f) A prescription card

The Board will pay eighty percent (80%) of the premium for either the single or family membership, and the participating teacher shall pay twenty percent (20%). When a spouse is employed by the School Corporation, they shall be entitled to a family plan at the cost of two (2) single plans if the total premium is less than a family plan. In the event that this contract expires and the parties have not reached agreement on a new contract, the amount of the teacher co-pay shall not be increased by more than ten percent (10%) per year. However, once a new contract is reached, the Board may immediately increase the co-pay amount so that teachers will resume paying twenty percent (20%) of the premium.

Section 2: Coverage for the comprehensive major medical insurance program will contain a one-hundred dollar (\$100.00) annual deductible for each single membership and a two-hundred dollar (\$200.00) annual family aggregate deductible.

Each membership will be subject to an 80/20 coinsurance payment to a limit of two-thousand-five-hundred dollars (\$2,500.00). The insurance carrier will pay one hundred percent (100%) of all claims in excess of the

annual deductible and coinsurance amount to a lifetime maximum of two-million dollars (\$2,000,000.00).

Section 3: The comprehensive major medical insurance program coverage and exceptions shall be set forth in a brochure and made available to all participants.

Section 4: Upon the death of an active or retired teacher, the spouse shall be eligible to continue the insurance offered by the School Corporation at the spouse's expense under the following conditions. The surviving spouse's eligibility ends when:

- (a) the spouse becomes eligible for Medicare coverage as prescribed by law;
- (b) the spouse remarries;
- (c) the spouse dies; or,
- (d) the group insurance coverage has been canceled.

Section 5: A change in the insurance carrier may occur at any time upon mutual agreement of the parties.

B. *Vision Insurance* - Section 1: The Board will provide any teacher with a one-half (1/2) time contract or greater a vision insurance plan which provides the insured with new frames, lenses, and examinations every twelve (12) months. The Board will pay eighty percent (80%) of the premium for either the single or family coverage, and the participating teacher shall pay twenty percent (20%). When a spouse is employed by the School Corporation, they shall be entitled to a family plan at the cost of two (2) single plans if the total premium is less than a family plan.

Section 2: The Board and the Association agree to designate major medical insurance savings to fund vision insurance.

Section 3: A change in the insurance carrier may occur at any time upon mutual agreement of the parties.

C. *Dental Insurance* - Section 1: The Board will provide a dental insurance

plan that will provide the following coverage:

A plan with a two-thousand dollar (\$2,000.00) maximum annual benefit. Coverage to be as follows:

Insurance pays:

100% Diagnostic, preventive .....	no deductible
80% Oral surgery, endodontia, periodontia .....	\$50 deductible (fifty dollars)
60% Crowns, fixed bridges, dentures .....	\$50 deductible (fifty dollars)
50% Orthodontia to a lifetime maximum of \$750 .....	(seven-hundred-fifty dollars) (Life maximum to age 19)

Section 2: The Board will provide any teacher with a one-half ( ) time contract or greater with a dental insurance plan. The Board will pay eighty percent (80%) of the premium for either the single or family membership and the participating teacher shall pay twenty percent (20%). The amount of the teacher co-pay each year shall not increase by more than ten percent (10%) per year. The Board will pay eighty percent (80%) of the premium for either the single or family membership, and the participating teacher shall pay twenty percent (20%). When a spouse is employed by the School Corporation, they shall be entitled to a family plan at the cost of two (2) single plans if the total premium is less than a family plan. The amount of the teacher co-pay each year shall not increase by more than ten percent (10%) per year.

Section 3: A change in the insurance carrier may occur at any time upon mutual agreement of the parties.

- D. *Life Insurance* - The Board will provide a fully paid term life insurance policy in the amount of fifty-thousand dollars (\$50,000.00) (one-hundred-thousand dollars [\$100,000.00] accidental death) for each

teacher employed by the School Corporation. The carrier for said insurance shall be selected by mutual agreement between the Association and the Board.

- E. *Long-Term Disability* - The Board will assume the cost of a salary continuance program for teacher long-term disability which will provide, subject to the terms of the non-duplication offset provision of the policy (Social Security, early retirement, etc.) sixty percent (60%) of salary with a two-thousand dollars (\$2,000.00) per month maximum to age sixty-five (65) after a six (6) month waiting period (see policy).
- F. *Liability Professional & Auto* - The Board shall purchase the type and amount of insurance necessary to protect itself as a corporate body, its individual members, its appointed officers, and its employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental injury to any person or in property damage within or without the school buildings while the above named insured are acting in the discharge of their duties within the scope of their employment and/or under the direction of the Board. Insurance coverage for claims, suits or judgments against teachers arising out of the operation by teachers of motor vehicles not owned by the Corporation shall be limited to coverage for such claims, suits or judgments which exceed the insurance coverage available under policies owned by teachers individually and which provide coverage over such claims, suits or judgments.
- G. *Worker's Compensation* - The Board shall provide Worker's Compensation insurance to all teachers of the School Corporation.
- H. *Tax Deferred Annuities* - The Board shall make available to all teachers the opportunity to participate in the tax deferred (sheltered) annuity programs.
- I. *Insurance for Retired Teachers* - The Board shall provide for participation in all contract insurance plans for all teachers who retire

and accept the benefits of the Indiana State Teachers Retirement Fund. All retired teachers shall have life insurance of five-thousand dollars (\$5,000.00) granted at the cost of the Board.

- J. *Section 125* - The benefits provided by Section 125 of the Revenue Act shall be made available to any bargaining unit member so requesting. The employer and the employee shall share equally in the cost of participation. The Board agrees to provide the payroll deduction upon receipt of the prescribed authorization form. The company selected to administer this program shall be by mutual agreement of the Association and the Board.

**Article XXII  
PROFESSIONAL COMPENSATION**

- A. *Basic Salaries* - The basic salaries of teachers covered by this Agreement are set forth in Appendix I which is attached to, and incorporated in, this Agreement.
- B. *Military Credit* - Credit will be given for each year of military service up to a maximum of four (4) years. A minimum of eight (8) months military service is necessary to qualify for a year of service. (Rule 94, 1948, Department of Education)
- C. *Reclassification* - Reclassification will be made two (2) times a year. Teachers interested in reclassification should inform the Human Resources Department by letter by April 15 for reclassification for the fall semester. To be eligible for reclassification, a transcript of credits with the official seal from a university or college verifying the request for reclassification should accompany the letter (or be submitted separately to the Assistant Superintendent of Human Resources as soon as it is available). In unusual cases where summer school work has made reclassification possible, the teacher should notify the Assistant

Superintendent of Human Resources by letter on or before August 15. Reclassification for the second semester must be requested as above no later than thirty (30) days prior to the beginning of the second semester.

- D. *Teaching Licenses* - The individual teacher is responsible for seeing that licenses are correct and renewed when due, but the Human Resource Services Office will give assistance as needed. As soon as the certificate is received, it must be brought to the Human Resource Services Office for registration and recording. After the record has been made, the certificate will be returned to the teacher.
- E. *Salary Adjustments* - The salary of each teacher will be presumed correct as shown on the Uniform Teacher's Contract unless the teacher or Assistant Superintendent of Human Resources furnishes evidence of error.
- F. *Extra Pay Schedule* - Extra pay for special services will be set forth in Appendix II which is attached to, and incorporated in, this Agreement and the teacher performing such duty shall have the option to be paid throughout the school year or in one lump sum at the conclusion of their particular service. Lump sum payments will be made in the 1<sup>st</sup> paycheck after October 31, the 1<sup>st</sup> paycheck after March 31, and the last paycheck of the school year, respectively.
- G. *Daily Deduction* - Deductions for school year personnel for daily absences not covered by provisions listed shall be made at the rate of 1/188 of the contracted salary.
- H. *Equal Pays* - Teachers will be paid in twenty-six (26) equal gross pay checks in accordance with the payday schedule, Section N.
- I. *Payroll Deductions* - Section 1: Payroll deductions for teachers are limited to the following items in addition to those deductions permitted by law, upon appropriate written authorization from the teacher:

- (a) Insurance as approved by this contract
- (b) Teachers Credit Union
- (c) Annuities
- (d) United Fund
- (e) U.S. Savings Bonds
- (f) School Corporation Education Foundation, Inc.
- (g) Any other plans or programs jointly approved by the Association and the Board.

Section 2: The Board agrees to make payroll deductions for those annuities which have been reviewed and approved by the administration. Requests for administrative review and approval for annuity selection may be submitted between July 1 and September 30 of any calendar year.

- J. *Direct Deposit* - The Board will provide direct deposit services through the ACH system. Teachers may select any financial institution for their direct deposit by submitting written authorization to the payroll department. The direct deposit will be processed provided that the identified financial institution is capable of receiving such deposits.
- K. *Deductions for Absences* - Deductions for certified personnel for daily absence not covered by provisions listed shall be made at the daily rate of the contracted salary.
- L. *Credit for Outside Teaching Experience* - All teachers shall receive full credit on the salary schedule for outside teaching experience up to a maximum of ten (10) years. No teacher shall be given salary schedule credit in excess of that authorized by this schedule. The Assistant Superintendent of Human Resources shall evaluate the experience of all teachers who have had teaching experience outside the School Corporation. Credit, as provided above, for outside teaching experience shall be given for salary computation providing such experience has been comparable to the kind and type of teaching done in the South Bend Community Schools. To receive credit for a full year of teaching

experience on the School Corporation pay schedule and to be eligible for a full increment the succeeding year, a teacher must teach at least one-hundred-twenty (120) school days of any school year.

- M. *ISTRF Contribution* - The Board shall make the annual Indiana State Teachers Retirement Fund contribution of three percent (3%) for all teachers covered by this agreement.
- N. *Payday Schedule* - Section 1: The 2003-04 payday schedule shall be as follows:

<u>2003</u>	<u>2004</u>
September 12	January 2*
September 26	January 16
October 10	January 30
October 24	February 13
November 7	February 27
November 21	March 12
December 5	March 26
December 19	April 8*
	April 23
	May 7
	May 21
	June 4
<u>June, 2004</u>	<u>Summer, 2004</u>
June 9; 3 checks	June 9; 1 check
June 18; 3 checks*	June 18; 1 check*
	July 2; 2 checks*
	August 6; 2 checks*

\* Mailed

Section 2: The 2004-05 payday schedule shall be as follows:

<u>2004</u>	<u>2005</u>
September 10	January 3
September 24	January 14
October 8	January 28
October 22	February 11
November 5	February 25
November 19	March 11
December 3	March 24
December 17	April 8*
	April 22
	May 6
	May 20
	June 3

<u>June, 2005</u>	<u>Summer, 2005</u>
June 9; 3 checks	June 9; 1 check
June 17; 3 checks*	June 17; 1 check*
	July 1; 2 checks*
	August 5; 2 checks*

\*Mailed

Section 4: Teachers may elect to receive their final checks on a June schedule or a summer schedule.

**Article XXIII  
REDUCTION IN FORCE-RECALL**

Section 1: In the event of a Board decision for a reduction in force within the bargaining unit or recall after such reduction, the following criteria shall govern: Certification and Seniority.

Section 2: Seniority is defined as the teacher's length of continuous service on a regular contract from his/her beginning date of last employment in the School Corporation. Approved leaves of absence shall be considered as continuous service. A teacher who has had his/her period of service in the School Corporation broken after having attained permanent status shall have seniority determined by totaling the actual years of service in the School Corporation. (Effective for employees hired for the 1991-92 school year and thereafter.)

Teachers will earn seniority for each school year employed as follows:

- (a) 0 to 59 teacher work days ..... = 0 years
- (b) 60 to 119 teacher work days ..... = 0.5 years
- (c) 120 and over teacher work days ..... = 1 year

Layoff shall not constitute a break in service.

Section 3: When two (2) or more teachers have the same length of service, the teacher having the greater amount of total teaching experience shall be considered senior. If two (2) or more teachers have the same total years experience, then the teacher with the earliest birth date shall be considered senior.

Section 4: One (1) Corporation-wide seniority list based on service with the Corporation shall be established. This list shall contain the names, area(s) of certification and years of service for all teachers on a regular teacher contract, including teachers on official leaves of absence. The initial seniority list shall be posted on or before December 1 in each faculty lounge, and will be made available to each teacher who requests a copy thereof.

Teachers shall have a period of forty-five (45) calendar days to file exceptions to their placement on the seniority list. Such exceptions must be filed in writing with the Assistant Superintendent of Human Resources. No exception shall be accepted which has not been filed within this time period. The final seniority list with all adjustments shall be posted in each faculty lounge between January 15 and February 1. This list shall be updated and posted annually.

Section 5: A teacher whose current assignment is not available due to a reduction in force shall displace the least senior teacher in his/her area(s) of certification. If the least senior is not in his/her area of classification, the teacher shall have the option to select an open position in his/her classification. If a vacancy in his/her classification does not exist, the teacher shall have the option to displace the least senior teacher in his/her classification. Classification for purposes of this Article shall be primary, intermediate or high school.

Section 6: Teachers who have been laid off shall be recalled in order of seniority based on the final seniority list issued between January 15 and February 1.

Section 7: Any teacher holding a regular teacher contract who is laid off shall be offered a daily substitute position, if available, according to seniority and certification at the current rate of substitute pay. Teachers remain eligible for such preference only as long as they accept available positions; however, each teacher shall be granted fifteen (15) refusals per school year.

Section 8: A teacher on layoff shall remain on the recall list for four (4) years, so long as he/she expresses his/her desire to do so to the Board each year by May 1 in writing, except as follows:

- (a) Until removed at the employee's request;
- (b) Until the employee has refused two (2) different recalls for employment to a regular teacher contract.

A teacher accepting a recall to a regular teacher contract must report to work within twenty-one (21) calendar days after receipt of a written notice of recall. The written notice of recall shall be given by the Board by registered or certified mail, addressed to the employee at his/her last address appearing on the records of the Board. An employee who is employed in another school corporation at the time of recall shall be allowed to complete his/her contractual obligation before returning. In the event a teacher cannot return due to a contractual obligation, the position will be filled by a certified teacher on a temporary contract.

Section 9: Those employees properly issued temporary contracts under state statute shall not be covered by the provisions of this Article.

#### Article XXIV BOARD'S RIGHTS

- A. *Board's Rights* - The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public, the administrative organization of the School Corporation, all the operations and activities of the School Corporation to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, subject, however, to all the laws of the State of Indiana governing the operation of the School Corporation. Except as expressly and specifically limited or restricted by the provisions of this Agreement and to that extent only, the Board reserves and retains any and all rights and prerequisites which it has under the law of the State of Indiana covering the operation of the School Corporation whether or not such rights have been exercised by the Board in the past.
- B. *Alteration in Budget* - It is agreed that any item which would necessitate alteration in the approved school budget shall not be grievable.

**Article XXV  
EFFECT OF AGREEMENT**

- A. *Mutual Agreement* - The parties mutually agree that the terms and conditions set forth in this Agreement represent the understanding and commitment between the parties. Alterations or changes in this contract can be made only through the mutual consent of the parties.
- B. *Contract Waiver*- The Board and the Association endorse programs that foster teacher professional growth, promote innovative educational approaches, and inspire community pride in our schools. In order to facilitate these efforts, the Board and the Association agree to the following process whereby proposals affecting individual buildings may be implemented and the provisions of this contract waived.

Section 1(a): New Programs - Criteria for considering waivers. A proposal that may require waiver of a provision of this Agreement may be developed and brought forward by any certified staff member or group of certified staff members. All such proposals must be submitted to and approved by both the Association Executive Board and the Superintendent prior to implementation. Unless otherwise specified to last for a shorter length of time, all new proposals will have a test period of one year. Any such proposal must be in writing and must include the following:

- (1) A detailed explanation of the proposal and its relationship to accomplishing the strategic plan or other educational goals.
- (2) Specific contract provision(s) from which the building is seeking a waiver.
- (3) Why the waiver is necessary in order for the objective(s) of the proposal to be met, including specifically how the existing contract language impedes the achievement of the objective(s).
- (4) A statement that the proposal is endorsed by seventy percent (70%) of the certified teaching staff in the building.

- (5) A written endorsement by the principal.
  - (6) Criteria to be used for evaluation.
  - (7) No contract waiver shall be binding on any other building(s)/ department(s) or be considered to set a precedent.
- (b) Review of Proposals - All initial proposals shall be independently reviewed by the Association Executive Board and the Superintendent and/or his/her designee(s) within thirty (30) days of receipt.
- (c) Review Process - Any proposal on which the Association Executive Board and the Superintendent agree shall be instituted for the test period. The criteria for review by both parties are ranked as follows and are the only criteria to be employed:
- (1) The building/department submitted a complete Contract Waiver Request Form following the established criteria.
  - (2) The completed form was delivered to both parties no less than forty-five (45) workdays prior to any submission date for grant or State approval.
  - (3) The purpose of the proposal and its relationship to the strategic plan or general overall enhancement of education and instruction in the building.
  - (4) The extent to which the waiver is necessary in order to make the proposal successful.
  - (5) The possible impact on Association-represented members at other building(s)/department(s).
  - (6) A consideration of the faculty vote.
  - (7) The extent to which the contract waiver potentially jeopardizes the rights and security of the dissenting individuals at the building(s)/department(s).

Section 2(a): Continuing Programs - Criteria for considering continuation of programs. All proposals to continue a test program must

be submitted to both the Association Executive Board and the Superintendent. Any such proposal must be in writing and must include the following:

- (1) A detailed explanation of the test period;
- (2) Initial objectives which were met;
- (3) General assessment of the success of the program in light of the criteria established in the initial proposal.

(b): Continuation of any program is subject to the approval of both the Association Executive Board and the Superintendent. If both parties do not agree to continue the program, the program shall expire at the end of the test period.

Section 3: The decision as to the substance of the proposal, i.e. its merits, is not subject to the grievance procedure. Only the process of implementing a proposal which requires a waiver of the contract may be grieved.

C. *Savings Clause* - Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

As part of this Agreement, the parties have agreed to nullify all prior Memorandums of Understanding not expressly incorporated into this Agreement.

D. *Effect of Agreement* - This Agreement shall supersede any rules, regulations, or practices by the Board which shall be contrary to or inconsistent with terms contained within this Agreement. All teachers shall continue to sign a regular teacher's contract prescribed by the State Superintendent of Education, the terms of which shall be made

expressly subject, where applicable, to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. *Shared Printing Cost* - Upon ratification of this Agreement by the parties, such Agreement shall be printed in its entirety for distribution to all teachers. The Association and the Board agree to jointly prepare the final text of the ratified Agreement for printing. The printing expenses shall be shared equally by the Board and the Association. Distribution to teachers will be made by the Association.

**Article XXVI  
DURATION OF AGREEMENT**

This Agreement shall be effective as of August 15, 2003, and shall not be extended orally, and it is expressly understood it shall expire on August 15, 2005.

Between January 1 and February 15, 2005, the parties shall initiate negotiations for the purpose of entering into a successor agreement.

This Agreement is made and entered into at South Bend, Indiana on this 24th day of February, 2003, by and between the School Corporation, County of St. Joseph, State of Indiana, party of the first part heretofore referred to as the Board, and the National Education Association - South Bend, affiliated with the Indiana State Teachers Association, party of the second part, heretofore referred to as the Association. This Agreement is so attested to by the parties whose signatures appear below.

National Education Association - South Bend

South Bend Board of School Trustees

*Carolyn Peterson*  
President

*Marci M. Hummel*  
President

*Pam Barber*  
Secretary, Negotiating Committee

*[Signature]*  
Secretary

*Rick W. Beeching*  
Chairperson, Negotiating Committee

*Jean Raymond*  
Superintendent

**MEMORANDUM OF UNDERSTANDING  
EVALUATION PROCESS**

It is mutually agreed by and between the National Education Association-South Bend and the School Corporation that the following is the intent of both parties pertaining to implementation of certain areas of Article V, Teacher Professional Growth and Evaluation of the Professional Agreement.

1. Positive assistance is to be provided by the building principal prior to placing any teacher on probation for incompetence. The placement of a teacher on probation is not to be considered the principal's positive assistance. The teacher will be given a reasonable amount of time to implement the principal's positive assistance for improvement, and again be evaluated by the principal to determine the teacher's success at implementing the positive assistance. This process will be followed prior to any teacher being placed on probation.
2. Criteria and indicators placed on Form B will be in written form, not merely a numerical listing.
3. A narrative is to be attached to Form B supporting the criteria and indicators listed on Form B. Included in that narrative must be explanation, appropriate documentation and positive assistance for improvement, plus any other relevant comments.
4. A teacher placed on probation will begin the forty (40) day cycle with the submission of the Probation Assistance Team's plan. The PAT shall make every effort to submit the PAT plan within ten (10) school days following the placement of the teacher on probationary status.
5. Preconferences are not mandatory.

6. Written objectives, as part of the teacher's daily lesson plan, shall not be required.

It is understood that teachers must still comply with the provisions of Article VII, Teaching Conditions, Section V, Lesson Plans.

7. The Probation Assistance Plan is to be a team effort, prepared and drafted by the Probation Assistance Team.

Dated this 21st day of June, 1999.

For the Association

*Carolyn Peterson*  
President

For the Board of School Trustees

*Virginia B. Clavin*  
Superintendent

### MEMORANDUM OF UNDERSTANDING REGULAR ELEMENTARY VOCAL MUSIC CLASSES

It is expressly understood between the National Education Association-South Bend and the School Corporation that the terms and conditions of this Memorandum of Understanding shall be binding on both parties. Should any disagreement arise over the application or interpretation of the Agreement, relief may be sought through the established contractual grievance procedure.

Terms:

A. The School Corporation agrees that general elementary vocal music classes shall be subject to the class size maxima set forth in Article VII, Section A, of the current negotiated agreement with the exception that:

B. In buildings having special education programs, those students may be included into the general elementary vocal music classes and the class size maxima shall be as follows:

<u>Grade Level</u>	<u>Maximum</u>
K-1	25
2-3	26
4-6	29 +3

C. Prior to exceeding the class size limits (4,5,6) as a result of inclusion into general elementary vocal music classes, a conference shall be convened between the following personnel: the vocal music teacher, the special education teacher, the building principal, the National Education Association-South Bend president or designee and a Board representative, to discuss appropriate placement.

D. The "+3" overage allows Grades 4, 5, and 6 to exceed regular class size maxima as a direct result of mainstreaming of special education students into the regular elementary vocal music class.

Dated this 21st day of June, 1999.

For the Association

For the Board of School Trustees

*Carolyn Peterson*

*Virginia B. Calvin*

President

Superintendent

### MEMORANDUM OF UNDERSTANDING PRIME TIME

It is expressly understood between the Association and the Board that the terms and conditions of this Memorandum of Understanding shall be binding upon both parties.

The Board, the Administration, and the NEA-SB agree that implementation of Prime Time is in the best interest of the school district. The Prime Time concept the parties support is to reduce class size as follows:

Grade Level	Target	Maximum
K-1	18	20
2-3	20	22
4-6	27	29

The parties understand that implementing Prime Time is dependent on the continuing availability of sufficient funding. The parties also understand that there are space limitations that currently prevent the school district from meeting the class size numbers set forth above.

The parties commit to implementing Prime Time as soon as possible wherever the Administration determines space is available. The Administration will notify the President of the Association of any schools where it is determined that space is not available and will consider any suggestions concerning how to make space available.

All parties agree to work together during the term of the 1999-2002 Agreement to address the long term space problems that currently prohibit the implementation of Prime Time.

Dated this 21st day of June, 1999.

For the Association

For the Board of School Trustees

*Carolyn Peterson*

*Virginia B. Calvin*

President

Superintendent

**MEMORANDUM OF UNDERSTANDING  
IN-SCHOOL TIME-OUT**

It is expressly understood between the Association and the Board that the terms and conditions of this Memorandum of Understanding shall be binding upon both parties.

- 1) A committee of teachers and administrators will be formed by September 30, 1999 consisting of three (3) members selected by the Board and three (3) members selected by the Association.
- 2) The committee shall be funded up to twenty-five-thousand dollars (\$25,000) to investigate current practices regarding this issue.
- 3) The committee shall recommend a plan to be implemented at the beginning of the 2000-2001 school year by May 1, 2000.
- 4) The Board shall reserve three-hundred-fifty-thousand dollars (\$350,000) in the budget to fund the program recommended by the committee.
- 5) The parties agree that any in-service required for implementation of the program shall be mandatory.
- 6) After the implementation of the program, the committee shall remain in effect for purposes of monitoring and evaluation.
- 7) The program recommended by the committee shall be subject to the approval of the Board and the Association before implementation.

Dated this 21st day of June, 1999.

For the Association

For the Board of School Trustees

Carolyn Peterson  
President

Virginia B. Calvin  
Superintendent

**Appendix I  
Salary**

All teachers under contract shall be classified as follows:

**Class VII.** Those who have earned a Doctor's Degree from a college or university approved by the North Central Association of Colleges or an equivalent association.

**Class VI.** Those who have earned thirty (30) semester hours on the graduate level and on an approved Doctoral program beyond the Master's Degree in a college or university approved by the North Central Association of Colleges or an equivalent association. Those who have also earned thirty (30) semester hours of graduate credit in their field beyond the Master's Degree in a college or university approved by the North Central Association of Colleges or an equivalent association. This work is to be evaluated by a committee appointed by the Superintendent of Schools.

**Class V + 15.** Those who have earned a Master's Degree plus fifteen (15) semester hours on the graduate level.

**Class V.** Those who have earned a Master's Degree from a college or university approved by the North Central Association of Colleges or an equivalent association.

**Class IV.** Those who are graduates of a college or university approved by the North Central Association of Colleges or an equivalent association.

**APPENDIX I  
2003-04  
SALARY SCHEDULE**

<u>Years</u>	<u>B.S.</u>	<u>M.S.</u>	<u>M.S. + 15</u>	<u>M.S. + 30</u>	<u>Doctorate</u>
0	29,319	31,550	32,667	33,781	36,013
1	30,436	32,667	33,781	34,898	37,130
2	31,550	33,781	34,898	36,013	38,244
3	32,667	34,898	36,013	37,130	39,361
4	33,781	36,013	37,130	38,244	40,475
5	34,898	38,244	39,361	40,475	42,706
6	36,013	39,361	40,475	41,592	43,823
7	37,130	40,475	41,592	42,706	44,937
8	38,244	41,592	42,706	43,823	46,054
9	39,361	42,706	43,823	44,937	47,168
10	40,475	44,937	46,054	47,168	49,400
11	41,592	46,054	47,168	48,283	50,514
12	42,706	47,168	48,283	49,400	51,631
13	43,823	48,283	49,400	50,514	52,748
14	45,755	49,400	50,514	51,631	53,862
15		50,514	51,631	52,748	56,093
16		56,076	57,190	58,307	63,048

**APPENDIX I  
2004-05  
SALARY SCHEDULE**

<u>Years</u>	<u>B.S.</u>	<u>M.S.</u>	<u>M.S. + 15</u>	<u>M.S. + 30</u>	<u>Doctorate</u>
0	30,199	32,497	33,648	34,795	37,093
1	31,350	33,648	34,795	35,946	38,244
2	32,497	34,795	35,946	37,093	39,392
3	33,648	35,946	37,093	38,244	40,542
4	34,795	37,093	38,244	39,392	41,690
5	35,946	39,392	40,542	41,690	43,988
6	37,093	40,542	41,690	42,840	45,138
7	38,244	41,690	42,840	43,988	46,286
8	39,392	42,840	43,988	45,138	47,437
9	40,542	43,988	45,138	46,286	48,584
10	41,690	46,286	47,437	48,584	50,882
11	42,840	47,437	48,584	49,732	52,030
12	43,988	48,584	49,732	50,882	53,180
13	45,138	49,732	50,882	52,030	54,331
14	47,129	50,882	52,030	53,180	55,479
15		52,030	53,180	54,331	57,777
16		57,759	58,906	60,057	64,940

**APPENDIX I  
SALARY INDEX**

Years	B.S.	M.S.	M.S. + 15	M.S. + 30	Doctorate
0	1.0000	1.0761	1.1142	1.1522	1.2283
1	1.0381	1.1142	1.1522	1.1903	1.2664
2	1.0761	1.1522	1.1903	1.2283	1.3044
3	1.1142	1.1903	1.2283	1.2664	1.3425
4	1.1522	1.2283	1.2664	1.3044	1.3805
5	1.1903	1.3044	1.3425	1.3805	1.4566
6	1.2283	1.3425	1.3805	1.4186	1.4947
7	1.2664	1.3805	1.4186	1.4566	1.5327
8	1.3044	1.4186	1.4566	1.4947	1.5708
9	1.3425	1.4566	1.4947	1.5327	1.6088
10	1.3805	1.5327	1.5708	1.6088	1.6849
11	1.4186	1.5708	1.6088	1.6468	1.7229
12	1.4566	1.6088	1.6468	1.6849	1.7610
13	1.4947	1.6468	1.6849	1.7229	1.7991
14	1.5606	1.6849	1.7229	1.7610	1.8371
15		1.7229	1.7610	1.7991	1.9132
16		1.9126	1.9506	1.9887	2.1504

**APPENDIX II  
EXTRA PAY FOR SPECIAL SERVICES**

Section 1: Teachers performing extra duties as "special services" shall be compensated according to the following schedule. These amounts are for extra duties in addition to a regular teaching load. All assignments to positions on the schedule shall be for a period of the school year. Such assignments are normally limited to two (2) per teacher. Vacancies shall be posted for informational purposes to the staff.

Section 2: The extra pay schedule is indexed to the BS base. When a position is filled based upon minimum numbers, paid insurance premiums must be on file prior to the first scheduled game of the regular season.

**Category A: ..... INDEX  
ATHLETICS**

*Sponsors*

Activities/Sports Coordinator(IC) .....	.2620
Assistant Activities Leader(PC) .....	.0324

*Baseball*

Head Baseball (HS) .....	.1400
Assistant Baseball (HS) .....	.0650
2nd Assistant Baseball (HS) 45> .....	.0539
Head Baseball (IC 7/8) .....	.0431
Assistant Baseball(IC) 25> .....	.0324

*Basketball*

* Boys' Head Basketball (HS) .....	.2620
(one additional preparation period)	
Boys' Assistant Basketball (HS) .....	.1400
Boys' Head Basketball (9 <sup>th</sup> ) .....	.1400
Boys' Assistant Basketball (HS) 36> .....	.0423

Boys' Basketball (IC 7/8) ..... .0755  
 Boys' Basketball (IC 5/6) ..... .0431

Boys' Assistant Basketball (IC 5/6) 30> ..... .0216  
 Girls' Head Basketball (HS) ..... .2620  
 (one additional preparation period-1 semester)  
 Girls' Assistant Basketball (HS) ..... .1400  
 Girls' Head Basketball (9<sup>th</sup>) ..... .1400  
 Girls' Assistant Basketball (HS) 36> ..... .0423  
 Girls' Basketball (IC 7/8) ..... .0755  
 Girls' Basketball (IC 5/6) ..... .0431  
 Girls' Assistant Basketball (IC 5/6) 30> ..... .0216

*Cheerleaders*

Cheerleader Sponsor (HS) ..... .1000  
 Cheerleader Assistant (HS) ..... .0423  
 Cheerleader Sponsor (IC) ..... .0324  
 Pom Pon Sponsor (HS) ..... .0581

*Cross Country*

Boys'/Girls' Head Cross Country (HS) ..... .1259  
 Boys'/Girls' Assistant Cross Country (HS) 40> ..... .0431  
 Boys'/Girls' Head Cross Country (IC 5-8) ..... .0431  
 Boy's/Girls' Assistant Cross Country (IC 5-8) 40> ..... .0216

*Football*

\* Head Football (HS) ..... .2620  
 (one additional preparation period, 1st semester)  
 Assistant Football (HS) ..... .1400  
 Head Football (9<sup>th</sup>) ..... .1400  
 Assistant Football (9<sup>th</sup>) ..... .1400  
 Part-time Football (limit of 1) ..... .0423

Head Football (IC 8) ..... .0755  
 Assistant Football (IC 8) ..... .0431  
 Head Football (IC 7) ..... .0755  
 Assistant Football (IC 7) ..... .0431

*Golf*

Boys' Head Golf (HS) ..... .1000  
 Girls' Head Golf (HS) ..... .1000

*Soccer*

Boys' Head Soccer (HS) ..... .1400  
 Boys' Assistant Soccer (HS) 25> ..... .0650  
 Girls' Head Soccer (HS) ..... .1400  
 Girls' Assistant Soccer (HS) ..... .0650  
 Boys' Head Soccer (IC 7/8) ..... .0450  
 Girls' Head Soccer (IC 7/8) ..... .0450

*Softball*

Head Softball (HS) ..... .1400  
 Assistant Softball (HS) ..... .0650  
 2nd Assistant Softball (HS) 45> ..... .0539  
 Head Softball (IC 7/8) ..... .0431  
 Assistant Softball (IC 7/8) 25> ..... .0324

*Swimming*

Boys' Head Swimming (HS) ..... .1400  
 Boys' Assistant Swimming (HS) 20 > ..... .0755  
 Girls' Head Swimming (HS) ..... .1400  
 Girls' Assistant Swimming (HS) 20> ..... .0755  
 Combined Boys'/Girls' Head Swimming (HS) ..... .1800

**Tennis**

Boys' Head Tennis (HS) .....	.1000
Boys' Assistant Tennis (HS) 20> .....	.0423
Girls' Head Tennis (HS) .....	.1000
Girls' Assistant Tennis (HS) 20> .....	.0423

**Track**

Boys' Head Track (HS) .....	.1400
Boys' Assistant Track (HS) 20> .....	.0650
Boys' 2nd Assistant Track (HS) 40> .....	.0423
Boys' Head Track (IC 5-8) .....	.0431
Boys' Assistant Track (IC 5-8) 40> .....	.0216
Girls' Head Track (HS) .....	.1400
Girls' Assistant Track (HS) 20> .....	.0650
Girls' 2nd Assistant Track (HS) 40> .....	.0423
Girls' Head Track (IC 5-8) .....	.0431
Girls' Assistant Track (IC 5-8) 40> .....	.0216

**Volleyball**

Head Volleyball (HS) .....	.1400
Assistant Volleyball (HS) .....	.0650
Head Volleyball (9 <sup>th</sup> ) .....	.0539
Head Volleyball (IC 7/8) .....	.0584

**Wrestling**

Head Wrestling (HS) .....	.1400
Assistant Wrestling (HS) 20> .....	.0650
Head Wrestling (IC 7/8) .....	.0431
Assistant Wrestling (IC 7/8) 25> .....	.0324

**TECHNOLOGY**

*Computer Keyperson*

Over 700 enrollment (PC, IC, HS) .....	.0450
Less than 700 enrollment (PC, IC, HS) .....	.0324

**ACTIVITY AND CLUB SPONSORS**

Academic Bowl (HS) .....	.0324
Debate (HS) .....	.0610
Drama (HS) .....	.0610
Future Problem Solvers (HS) .....	.0423
Future Problem Solvers (IC) .....	.0423
Mock Trial (HS) .....	.0610
Newspaper (HS) .....	.0469
(one additional preparation period)	
Patrol .....	.0216
Project TEACH (HS) .....	.0610
Quiz Bowl (HS) .....	.0423
Quiz Bowl (IC) .....	.0423
Quiz Bowl (PC) .....	.0250
Senior Class (HS) .....	.0324
Stage Manager (HS) .....	.0431
Student Council (HS) .....	.0324
Student Council (PC, IC) .....	.0216
Yearbook (HS) .....	.0850

**OTHER SPECIAL SERVICES**

Athletic Trainer Level I .....	.1400
Athletic Trainer Level II .....	.1900
Athletic Trainer Level III .....	.2400
Bus Supervisor (one per building) .....	.0581
Lunch Supervisor .....	.0581
Ticket Manager (HS) .....	.0450

**Category B:**

**Department Head**

\* Department Head (HS)  
More than 25 classes ..... .0630  
More than 15, less than 26 classes ..... .0484  
More than 8, less than 16 classes ..... .0242  
Department Head (IC)  
Team Leader (IC) ..... .0581  
\*\* Curriculum Consultants ..... .0630  
\* Department heads with thirty-four (34) or more classes are allowed one (1) additional period for departmental duties.  
\*\* The administration may appoint Curriculum Consultants. Curriculum Consultants will have part-time teaching responsibilities and will be assigned to the Instruction Division as Curriculum staff for the balance of their time.

**Music**

*Instrumental Music*

Band Director (HS) ..... .1259  
Associate Band Director (HS) ..... .0850  
Band Director (HS, IC)\*  
Band Director (HS, IC, PC)\*\*  
Band Director (HS, PC)\*\*  
Band Director (IC) ..... .0755  
Band Director IC, PC)\*  
Band Director (PC) ..... .0469  
Band Director (All PC) \*\*\*  
Orchestra Director (HS) ..... .0850  
Orchestra Director (HS, IC)\*  
Orchestra Director (HS, IC, PC)\*\*  
Orchestra Director (HS, PC)\*\*  
Orchestra Director (IC) ..... .0755

Orchestra Director (IC, PC)\*  
Orchestra Director (PC) ..... .0469  
Orchestra Director (All PC)\*\*\*

- \* This position will be paid the total of both indexes.
- \*\* This position will be paid the total of the high school and intermediate school indexes.
- \*\*\* This position will be paid the intermediate school index.

*Vocal Music*

Vocal Music (HS) ..... .0850  
Vocal Music (IC) ..... .0522  
Vocal Music (PC) (more than one school) ..... .0465  
Vocal Music (PC) (one school) ..... .0431

Section 3: Any teacher holding a special services contract classified under Category A, who receives written notice of the non-renewal of such teacher's special services contract, shall be afforded all procedural due process rights granted under Article IV, Paragraphs A, B, D, E, F, G, and H, and aggrieved teacher shall have the following rights and limitations:

- a) If, after the discussion with the aggrieved teacher's immediate supervisor, the aggrieved teacher feels a grievance still exists, the aggrieved teacher shall have the right of appeal set forth in Steps I and II of Paragraph C of Article IV.
- b) The burden shall be upon the aggrieved teacher to show that the decision of the immediate supervisor was arbitrary and capricious; and
- c) The decision of the Superintendent and/or designated representative shall be final and binding on the Association and the aggrieved teacher, the right to seek arbitration under Step III of Paragraph C of Article IV being specifically prohibited by the parties.

d) Evaluations of personnel holding athletic extra pay positions shall be submitted in writing within thirty (30) days after the conclusion of their sport's season.

Section 4: Any teacher holding a special services contract classified under Category B, who receives written notice of the non-renewal of such teacher's special services contract, shall be afforded all procedural due process rights granted under Article IV of the Professional Agreement, except as said Article IV is modified below.

a) The burden shall be upon the aggrieved teacher to show that the decision of the immediate supervisor was arbitrary and capricious; and

b) If such grievance proceeds to arbitration as provided in Step III of paragraph C of Article IV, the burden shall be upon the Association to show that the decision of the immediate supervisor and/or designated representative was arbitrary and capricious.

Section 5: Thirty percent (30%) of the positions that become vacant during each school year shall be considered as starred positions and the vacancies filled as an exception to Article X but not for causing a senior teacher to be reduced from a building. Bargaining unit members shall, if qualified, be given preference for Appendix II positions.

No more than fifty percent (50%) of the vacancies in any building can be starred. All currently starred positions will be excluded from the negotiated percentages.

### APPENDIX III 2003-04 SCHOOL CALENDAR

Orientation .....	new teachers only .....	August 26, 2003
Orientation .....	all staff .....	August 27, 2003
Classes Begin .....	1/2 day students a.m. ....	August 28 & 29, 2003
Labor Day .....	schools/offices closed .....	September 1, 2003
Teacher Record Day .....	no school for students .....	October 31, 2003
Thanksgiving Break .....	schools/offices closed .....	November 27 & 28, 2003
Winter Recess .....	.....	December 22, 2003
classes resume .....	.....	January 5, 2004
Martin Luther King Day .....	schools/offices closed .....	January 19, 2004
End of Semester Mid Year Reports .....	no school for students .....	January 23, 2004
Presidents' Day .....	schools/offices closed .....	February 16, 2004
Spring Recess .....	.....	April 5, 2004
classes resume .....	.....	April 12, 2004
Memorial Day .....	schools/offices closed .....	May 31, 2004
Schools Close .....	.....	June 9, 2004

End of School Year -

June 8, 2004; Last day for students

June 9, 2004; Last day for teachers (no students)

\*\*\*\*\*

1st grading period .....	August 28 - October 30 .....	44 days
2nd grading period .....	November 3 - January 22 .....	46 days
3rd grading period .....	January 26 - March 26 .....	44 days
4th grading period .....	March 29 - June 8 .....	46 days

**1st SEMESTER, 2003-04**

	Pupil Attendance	Teacher Days
August 27 - 31	1	3
All teachers report		
September 2 - 30	21	21
Labor Day, September 1		
October 1 - 31	22	23
Teacher Record Day, October 31		
November 3 - 28	18	20
Thanksgiving Recess - Nov. 27 & 28		
December 1 - 19	15	15
Winter Recess - Dec. 22 to Jan. 5		
January 5 - 23	13	14
M.L. King Day, Jan. 19		
Mid Year Reports, Jan. 23	—	—
	90	96

**2nd SEMESTER, 2003-04**

	Pupil Attendance	Teacher Days
January 26- 30	5	5
February 2 - 27	19	19
Presidents' Day, February 16		
March 1 - 31	23	23
April 1 - 30	17	18
Spring Recess, April 5-12		
May 3 - 31	20	20
Memorial Day, May 31		
June 1 - 9	6	7
	90	92
<b>GRAND TOTAL</b>	<b>180</b>	<b>188</b>

**APPENDIX III  
2004-05 SCHOOL CALENDAR**

Orientation .....	new teachers only .....	August 24, 2004
Orientation .....	all staff .....	August 25, 2004
Classes Begin .....	1/2 day students a.m. ....	August 26 & 27, 2004
Labor Day .....	schools/offices closed .....	September 6, 2004
Teacher Record Day .....	no school for students .....	October 29, 2004
Thanksgiving Break .....	schools/offices closed .....	November 25 & 26, 2004
Winter Recess .....	.....	December 20, 2004
classes resume .....	.....	January 3, 2005
Martin Luther King Day .....	schools/offices closed .....	January 17, 2005
End of Semester Mid Year Reports .....	no school for students .....	January 21, 2005
Presidents' Day .....	schools/offices closed .....	February 21, 2005
Good Friday .....	schools closed/offices open 1/2 day a.m. ....	March 25, 2005
Spring Recess .....	.....	April 4, 2005
classes resume .....	.....	April 11, 2005
Memorial Day .....	schools/offices closed .....	May 30, 2005
Schools Close .....	.....	June 9, 2005

End of School Year -

June 8, 2005; Last day for students  
June 9, 2005; Last day for teachers (no students)

\*\*\*\*\*

1st grading period .....	August 26 - October 28 .....	44 days
2nd grading period .....	November 1 - January 20 .....	46 days
3rd grading period .....	January 24 - March 24 .....	43 days
4th grading period .....	March 28 - June 8 .....	47 days



SOUTH BEND COMMUNITY SCHOOL CORPORATION  
FORMAL GRIEVANCE APPEAL

- |                       |                     |        |
|-----------------------|---------------------|--------|
|                       | <b>Distribution</b> |        |
| 1. Superintendent     |                     | white  |
| 2. Principal          |                     | yellow |
| 3. Association Office |                     | pink   |
| 4. Teacher            |                     | gold   |

STEP II

A. Date Received by Superintendent or Designated Representative \_\_\_\_\_

B. Disposition by Superintendent or Designated Representative \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Signature Date

STEP III

A. Date Submitted to Arbitrator \_\_\_\_\_

B. Recommendation of Arbitrator \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Signature Date

150110-2 REV 1997

**Appendix V**  
TEACHER EVALUATION - FORM B  
SOUTH BEND COMMUNITY SCHOOL CORPORATION

Teacher \_\_\_\_\_ School \_\_\_\_\_

**SECTION I - WRITTEN DESCRIPTIVE EVALUATION REMARKS:**

**PART 1:** List the criteria and/or indicator which demonstrate significant strengths of the teacher. Include explanation, relevant comments, and/or appropriate documentation.

**PART 2:** List the criteria and/or indicators which demonstrate areas where improvement is needed. Include explanation, appropriate documentation, and positive assistance for improvement plus any other relevant comments.

**SECTION II - RECOMMENDATION OF EVALUATOR:**

YES NO

- |   |     |     |
|---|-----|-----|
| I recommend this teacher for reemployment.              | ___ | ___ |
| I recommend this teacher for a permanent contract.      | ___ | ___ |
| I recommend this teacher for probation assistance.      | ___ | ___ |
| I recommend this non-permanent teacher for termination. | ___ | ___ |

Visitation Dates: \_\_\_\_\_  
 Lengths of Visitations: \_\_\_\_\_  
 Conference Dates: \_\_\_\_\_  
 Comments: \_\_\_\_\_

I have read all pages of this report.

Teacher's Signature: _____	Evaluator's Signature: _____
Date: _____	Date: _____

Distribution: Original to permanent file. Yellow to teacher. Pink to principal.  
150152

**PROBATION ASSISTANCE PLAN — FORM C**  
**SOUTH BEND COMMUNITY SCHOOL CORPORATION**

Teacher \_\_\_\_\_ School \_\_\_\_\_  
 Plan Conference Date \_\_\_\_\_ Referral Date \_\_\_\_\_  
 Assignment: \_\_\_\_\_  
 Probation Assistance Team: Chairperson \_\_\_\_\_  
 Evaluator \_\_\_\_\_  
 Association Rep. \_\_\_\_\_  
 Grade/Subject Teacher \_\_\_\_\_  
 Area(s) Needing Improvement: \_\_\_\_\_

**Prescriptive Probation Plan:** Each prescription shall include an evaluation procedure and time schedule for completion.

I have read all pages of this report.  
 Teacher's Signature \_\_\_\_\_ Chairperson's Signature \_\_\_\_\_  
 Date \_\_\_\_\_ Date \_\_\_\_\_  
 .....  
 Interim Status Conference Date \_\_\_\_\_ To be held no sooner than 40 school days of inception of Probation Assistance Plan.  
 Status Report \_\_\_\_\_

Probation Assistance Team Recommendation to Superintendent:  
 1. Continuation of Probation Yes \_\_\_\_\_ No \_\_\_\_\_  
 2. Termination of Probation Yes \_\_\_\_\_ No \_\_\_\_\_

I have read all pages of this report.  
 Teacher's Signature \_\_\_\_\_ Chairperson's Signature \_\_\_\_\_  
 Date \_\_\_\_\_ Date \_\_\_\_\_  
 .....  
 Attachment Conference Date \_\_\_\_\_ To be held within 100 school days of the Probation Assistance Plan.  
 Status Report \_\_\_\_\_

Probation Assistance Team Recommendation to Superintendent

I have read all pages of this report.  
 Teacher's Signature \_\_\_\_\_ Chairperson's Signature \_\_\_\_\_  
 Date \_\_\_\_\_ Date \_\_\_\_\_  
 Distribution: Original to superintendent One copy to teacher One copy to evaluator  
 150153

Teacher's Name: \_\_\_\_\_

**CRITERIA AND INDICATORS FOR FORM B — TEACHER EVALUATION**  
**SOUTH BEND COMMUNITY SCHOOL CORPORATION**

Form B has two sections: (1) Written Descriptive Evaluation Remarks  
 (2) Recommendations

Only Form B shall be placed in the permanent teacher file.

**EVALUATION CRITERIA AND INDICATORS:** Only the criteria and indicators listed below may be entered on Form B. Place a plus (+) sign in front of any item where significant strengths have been demonstrated. Place a check (✓) in front of any item where improvement is needed. Written suggestions for improvement must accompany any criteria where improvement is needed.

*The teacher:*

1. Understands the central concepts of inquiry, tools of inquiry, and the structures of the discipline(s) he or she teaches and can create learning experiences that make these aspects of subject matter meaningful to students.
  - 1.1 demonstrates knowledge of the subject(s) taught.
  - 1.2 uses principles of student development and the Indiana State Standards in designing learning activities.
  - 1.3 uses principles of student development and the Indiana State Standards in implementing learning activities.
2. Understands how children learn and develop, and can provide learning opportunities that support their intellectual, social and personal development.
  - 2.1 collects and utilizes information about students from a variety of sources.
  - 2.2 selects instructional goals based on the Indiana State Standards.
  - 2.3 uses teaching methods that provide for individual differences.
3. Understands how students differ in their approaches to learning and creates instructional opportunities that are adapted to diverse learners.
  - 3.1 provides assignments that allow for individual differences.
  - 3.2 demonstrates respect for students.
  - 3.3 assigns tasks at the appropriate level for students.
  - 3.4 helps students use a variety of resource materials to facilitate learning.
4. Understands and uses a variety of instructional strategies to encourage students' development of critical thinking, problem solving, and performance skills.
  - 4.1 introduces the instructional activity and learning objectives.
  - 4.2 establishes daily activity that reflects evidence of planning for and evaluating achievement.
  - 4.3 maintains clear, firm, and reasonable course requirements, due dates, and grading system.
  - 4.4 selects and uses a variety of available resources and activities to motivate students and support the instructional program.
  - 4.5 presents relevant examples and demonstrations to illustrate concepts and skills.

Form 150150 (revised 4-03)

**5. Uses an understanding of individual and group motivation and behavior to create a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.**

- 5.1 maintains a classroom atmosphere conducive to learning.
- 5.2 uses classroom management skills that prevent disruptive behavior in the classroom.
- 5.3 shows consistency and fairness in working with pupils.
- 5.4 handles classroom discipline matters and makes referrals to appropriate sources for help.
- 5.5 engages students in learning.

**6. Uses an understanding of effective verbal, nonverbal, and media communication techniques to foster active inquiry, collaboration, and supportive interaction in the classroom.**

- 6.1 clearly communicates directions and procedures.
- 6.2 correctly uses oral and written language.
- 6.3 uses student feedback to facilitate learning.
- 6.4 uses a variety of teaching techniques such as discussion, simulation, discovery, inquiry, and problem solving.

**7. Plans instruction based upon knowledge of subject matter, students, the community, and curriculum goals.**

- 7.1 establishes instructional goals and objectives for learning activities.
- 7.2 provides multi-cultural experiences for students, which foster inter-cultural and interracial tolerance.
- 7.3 plans for interdisciplinary learning activities which enhance student learning based on Indiana State Standards.
- 7.4 provides lesson plans for a substitute teacher.

**8. Understands and uses formal and informal assessment strategies to evaluate and ensure the continuous intellectual, social and physical development of the learner.**

- 8.1 uses a variety of assessment techniques.
- 8.2 uses appropriate formal and informal assessment techniques to evaluate mastery of Indiana State Standards.
- 8.3 when appropriate, circulates during student activities to assist and evaluate all students' performance.
- 8.4 provides a variety of ways for students to demonstrate achievement.
- 8.5 adjusts assessment techniques to provide for individual differences among students.
- 8.6 maintains accurate records.

**9. Is a reflective practitioner who continually evaluates the effects of his/her choices and actions on others (students, parents, and other professionals in the learning community) and who actively seeks out opportunities to grow professionally.**

- 9.1 reflects on a lesson's effectiveness, the extent to which instructional goals were met, and can articulate how a lesson can be improved.
- 9.2 seeks to enhance skills and knowledge through participation in professional growth and/or in-service activities.
- 9.3 implements responsible suggestions, ideas, and comments.

**10. Fosters relationships with school colleagues, parents and agencies in the larger community to support students' learning and well-being.**

- 10.1 enriches the basic educational program with personal, school, and community resources.
- 10.2 supports the district-wide and individual school programs.
- 10.3 is punctual and regular in completing reports, assignments, attending classes and meetings.
- 10.4 is enthusiastic about his/her role in the educational program.
- 10.5 exercises good judgment and diplomacy.
- 10.6 communicates effectively with parents.
- 10.7 conducts parent conferences with skill.
- 10.8 helps build and maintain morale.

## Appendix VI

### SOUTH BEND COMMUNITY SCHOOL CORPORATION

#### Primary Interim Progress Report

Student's Name \_\_\_\_\_ Grade \_\_\_\_\_ Room \_\_\_\_\_  
 Date \_\_\_\_\_ School \_\_\_\_\_ Absences \_\_\_\_\_

Dear Parent,

We are happy to provide you with this report on your child's progress in school. This is a mid-grading period report and contains information on how your child is performing in several areas at this time. We hope you will look carefully at the report. If you have any questions or comments, please include them at the bottom of this page. Ongoing communications between home and school will make your child's school experiences more positive.

**Academics: Grades 1-4**

- Your child is making outstanding progress in \_\_\_\_\_
- Your child is making satisfactory progress in \_\_\_\_\_
- Your child is progressing but not at expected level in \_\_\_\_\_
- Your child is showing a lack of progress in \_\_\_\_\_
- Absences are negatively affecting your child's progress \_\_\_\_\_

**Grades 3-4 only**

- Your child has dropped two letter grades in \_\_\_\_\_
- Your child is receiving a "D" or "F" in \_\_\_\_\_

**Study Skills**

- |        |                                 |        |                                    |
|--------|---------------------------------|--------|------------------------------------|
| Yes No | Completes and returns homework  | Yes No | Demonstrates self discipline       |
| Yes No | Completes classroom assignments | Yes No | Gets along with classmates         |
| Yes No | Listens attentively             | Yes No | Shows respect for proper authority |
| Yes No | Follows directions              | Yes No | Follows bus/lunchroom rules        |

Teacher's Signature \_\_\_\_\_ Conference Requested Yes No  
**COMMENTS:**

Parent's Signature \_\_\_\_\_ Conference Requested Yes No  
**COMMENTS:**

1st copy--Parent

2nd copy--Signed and returned to school

3rd copy--Teacher

Form#137932 Rev:7-03

### SOUTH BEND COMMUNITY SCHOOL CORPORATION INTERMEDIATE INTERIM PROGRESS REPORT

Student's Name \_\_\_\_\_ Grading Period 1 2 3 4 Date \_\_\_\_\_

Dear Parent/Guardian,  
 We are happy to provide you with this report on your child's progress in school. This is a mid-grading period report and contains information on how your child is performing in the classroom at this time. We hope you will look carefully at the report. If you have any questions or comments please include them at the bottom of the page.

Subject					
Teacher's Name					
Absences/Tardies Affecting Grade	_____	_____	_____	_____	_____
Grade Estimate	_____	_____	_____	_____	_____
Attitude					
- Outstanding	_____	_____	_____	_____	_____
- Satisfactory	_____	_____	_____	_____	_____
- Improved	_____	_____	_____	_____	_____
- Needs Improvement	_____	_____	_____	_____	_____
Behavior					
- Outstanding	_____	_____	_____	_____	_____
- Satisfactory	_____	_____	_____	_____	_____
- Improved	_____	_____	_____	_____	_____
- Needs Improvement for the Following	_____	_____	_____	_____	_____
Reasons:					
- is not attentive	_____	_____	_____	_____	_____
- interferes with the rights of others to learn	_____	_____	_____	_____	_____
- Other	_____	_____	_____	_____	_____
Work Habits					
- Outstanding	_____	_____	_____	_____	_____
- Satisfactory	_____	_____	_____	_____	_____
- Improved	_____	_____	_____	_____	_____
- Needs Improvement for the Following	_____	_____	_____	_____	_____
Reasons:					
- Work is not complete	_____	_____	_____	_____	_____
- Does not bring material to class	_____	_____	_____	_____	_____
- Does not participate in class	_____	_____	_____	_____	_____
- Poor use of class time	_____	_____	_____	_____	_____
- Other	_____	_____	_____	_____	_____
Teacher Comments:					
Conference Requested:					
Please call:					
Parent/Guardian Comments:					

Parent/Guardian Signature: \_\_\_\_\_  
 White Copy: Parent    Canary Copy: Teacher    Pink Copy: Advisor    Gold Copy: Counselor    Form # 137933 Rev: 7-03

**SOUTH BEND COMMUNITY SCHOOL CORPORATION  
HIGH SCHOOL INTERIM PROGRESS REPORT**

School: \_\_\_\_\_  
 Student's Name: \_\_\_\_\_ Homeroom: \_\_\_\_\_ Date: \_\_\_\_\_  
 Subject: \_\_\_\_\_ Teacher's Name: \_\_\_\_\_

**THE PURPOSE OF THIS REPORT IS TO INFORM YOU THAT YOUR SON/DAUGHTER IS:**

- \_\_\_\_\_ currently achieving a grade of D or F and is in danger of failing this course
- \_\_\_\_\_ achieving a grade at least two letter grades lower than last grading period
- \_\_\_\_\_ achieving at a satisfactory level
- \_\_\_\_\_ achieving at an outstanding level

Estimate of grade at this time: \_\_\_\_\_  
 Attendance from \_\_\_\_\_ to \_\_\_\_\_ Total # of absences: \_\_\_\_\_

- |   |   |
|---|---|
| <b>ATTITUDE:</b>                                | <b>WORK HABITS:</b>                       |
| _____ is good                                   | _____ are outstanding                     |
| _____ has improved                              | _____ are satisfactory                    |
| _____ needs improvement                         | _____ have improved                       |
| <b>BEHAVIOR:</b>                                | _____ need improvement to address         |
| _____ is outstanding                            | _____ work is not complete                |
| _____ is satisfactory                           | _____ poor utilization of class time      |
| _____ needs improvement to address              | _____ quizzes not taken                   |
| _____ is not attentive                          | _____ tests not taken                     |
| _____ interferes with rights of others to learn | _____ failing quiz & test scores          |
| _____ tardies                                   | _____ assignments are not always prepared |
| _____ absences                                  | _____ is too dependent on others          |
| _____ does not bring materials to class         |   |

TEACHER'S COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_

Please make any comments you may have, sign below and have your son/daughter return this form to the teacher immediately. Please call the guidance office or indicate below if you would like a conference. We would appreciate your help in resolving any problem.

PARENT'S COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Parent's/Guardian's Signature \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_  
 Form # 137935

**Appendix VII**

SOUTH BEND COMMUNITY SCHOOL CORPORATION

**PUPIL DISMISSAL FROM CLASSROOM FOR DISCIPLINARY REASONS**

TO:  Principal  Assistant Principal  Other (specify) \_\_\_\_\_

Student's name \_\_\_\_\_ Home Room \_\_\_\_\_ Date \_\_\_\_\_

Sent from: Class \_\_\_\_\_ Room \_\_\_\_\_ Period \_\_\_\_\_ Time \_\_\_\_\_

Reasons for Dismissal \_\_\_\_\_  
 \_\_\_\_\_

**Previous Action by Teacher (check appropriate statements)**

- |   |   |
|---|---|
| <input type="checkbox"/> Teacher-pupil conference | <input type="checkbox"/> Parent or Guardian contacted |
| <input type="checkbox"/> Principal informed       | <input type="checkbox"/> None - Gross Offense         |

\* \* \* \* \*

Require Conference with Administrator before Readmittance

Preferred Time for Conference: Hour \_\_\_\_\_ Date \_\_\_\_\_ Place \_\_\_\_\_

Teacher's Signature \_\_\_\_\_

**ADMINISTRATOR'S REPLY TO TEACHER**

1. Student Reported to Office at \_\_\_\_\_ A.M. - P.M.

2.  Action Taken (specify) \_\_\_\_\_

3.  Conference Arranged as Requested

4.  Conference Scheduled for: Hour \_\_\_\_\_ Date \_\_\_\_\_ Place \_\_\_\_\_

Notes: \_\_\_\_\_  
 \_\_\_\_\_

Administrator's Signature \_\_\_\_\_

**INSTRUCTIONS:** Teacher is to fill out the upper section and retain the gold copy. The remaining copies are to be sent to the office with the student, or by a separate messenger. The administrator shall fill out the lower section and return the pink copy to the teacher. The white original is to be retained by the office and the yellow copy is to be forwarded to the guidance office. The white and yellow copies are to be kept as a record of the student's behavior until the child is no longer in the grade level range of that particular school.  
 130123 REV. 8-79

Appendix VIII

South Bend Community School Corporation

PRIMARY AFTER SCHOOL DETENTION FORM

Student \_\_\_\_\_ I.D. Number \_\_\_\_\_ Grade \_\_\_\_\_ Date \_\_\_\_\_
Homeroom Teacher \_\_\_\_\_ Referring Person \_\_\_\_\_
Birth Date \_\_\_\_\_ Age \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_
(Circle Ethnic Code) 1 2 3 4 5 6

Description of Offense/Reason for Detention \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

After School Detention is expected to be served on \_\_\_\_\_
from 2:30 PM until \_\_\_\_\_ PM

\*\*\*\*\*

Parent Signature \_\_\_\_\_

Parent Comments \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

This form must be returned to the school with your child on the next school day.

Note: If a second after school detention form is received by your child, then a parent teacher conference is required. The homeroom teacher will be contacting you immediately to schedule such a conference.

Copies: Referring Person, Office, Parent, Detention Monitor, & Homeroom Teacher.

Appendix IX

SOUTH BEND COMMUNITY SCHOOL CORPORATION
635 South Main Street
South Bend, Indiana 46601

APPLICATION FOR SABBATICAL LEAVE

Teacher \_\_\_\_\_ Date \_\_\_\_\_

School \_\_\_\_\_ Assignment \_\_\_\_\_

Years of Service in South Bend \_\_\_\_\_

Leave requested for the following period:
First Semester of \_\_\_\_\_ 20\_\_ - 20\_\_
Second Semester of \_\_\_\_\_ 20\_\_ - 20\_\_
School year of \_\_\_\_\_ 20\_\_ - 20\_\_

Leave for the following purpose:

Study \_\_\_\_\_
Research \_\_\_\_\_
Travel \_\_\_\_\_

Program proposed for sabbatical leave and the manner in which it will benefit the pupils and school community (e.g., institution to be attended, courses for credit, travel itinerary, research project).

(Use reverse side if necessary)

I have read the regulations concerning sabbatical leaves and agree to abide by these regulations.

If I am granted the sabbatical, I agree to return to the system for a period of not less than two years immediately following the expiration of my period of absence or forfeit any claim for sabbatical salary.

Signature of applicant \_\_\_\_\_ Signature of administrator \_\_\_\_\_

Committee comments: \_\_\_\_\_

Appendix X

THE ASSOCIATION  
NEA-SB - ISTA - NEA MEMBERSHIP FORM

NAME \_\_\_\_\_ SOC. SEC. NO. \_\_\_\_\_  
ADDRESS \_\_\_\_\_ SCHOOL \_\_\_\_\_  
CITY \_\_\_\_\_ ZIP \_\_\_\_\_ DATE \_\_\_\_\_  
Dues deduction per pay period \_\_\_\_\_ I authorize payroll deduction \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

Appendix XI  
CONTRACT WAIVER REQUEST FORM

SCHOOL/PROGRAM SEEKING WAIVER: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

- A. Description of plan requiring the waiver:
- B. Objectives to be accomplished by the plan:
- C. Section(s) of the Professional Agreement to be waived:
- D. Reasons waiver is necessary to meet objective above:  
(Specifically, how does the existing contract language impede the achievement of the objectives?)
- E. Criteria for evaluating success:
- F. If this is a request for continuing implementation, attach the following:
  1. Analysis of criteria initially established to evaluate success
  2. Explanation of test period outcomes
  3. General assessment of test period

I certify that this proposal has the support of 70% of the certified teaching staff in the affected building and that the proposal is endorsed by the school principal as evidenced by the signatures below.

\_\_\_\_\_  
Signature(s) of Certified Staff Member(s)

\_\_\_\_\_  
Signature of Building Principal

Please refer to Article XXV in the Professional Agreement of additional information. All grant information, including funding and how that money is to be controlled, should be attached to this proposal. The original proposal should be forwarded to the Director of Instruction who will contact the Association and the Superintendent to advise of receipt. Please retain the copy for your records. Additional forms may be obtained from: NEA Office, Office of Instruction or Office of Instruction and Curriculum.

**Appendix XII**

**SOUTH BEND COMMUNITY SCHOOL CORPORATION**  
Joan M. Raymond, Superintendent  
Karyle M. Green, Assistant Superintendent  
Department of Human Resources

**JOB PREFERENCE FORM**  
For 2003-04 School Year

Job preference forms are to be completed between April 15 and May 20. They must be received in the Department of Human Resources no later than May 20. Completed job preference forms will be used to fill vacancies that become available between June 1 and December 1.

**DIRECTIONS:**

You must select to complete either Option A or Option B, but not both.

**Option A: Multiple Schools.**

If you select Option A you may list multiple schools (as indicated), in priority order, but you will be limited to no more than two (2) grade levels (elementary) or two (2) subject areas (secondary).

Schools in priority order:	Grade levels/subject areas in priority:
1.	1.
2.	2.
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

*-Continued on next page*

**Option B: Multiple grade levels/subject areas**

If you select multiple grade levels (primary/intermediate) subject areas (intermediate/high school) you may list as many grade levels/subject areas as you wish but you will be limited to two (2) schools.

**Grade levels/subject areas in priority order:      Schools in priority order:**

1.	1.
2.	2.
3.	
4.	
5.	
6.	
7.	
8.	

Name: \_\_\_\_\_

Current School: \_\_\_\_\_

Current grade level/subject: \_\_\_\_\_

Phone number where you can be reached when school is not in session: \_\_\_\_\_

To make this process work smoothly, you will need to make a decision within twenty-four (24) hours after you are notified that a position you requested has become available. If you do not respond within the twenty-four hour period, it will be assumed you do not want the position and that will be considered your one refusal.

hr/07-03

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