Sample Collective Bargaining Agreement Language and Rationale

Indiana State Teachers Association

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Since the last revision of this manual in 2007, many education reforms have been enacted at both the state and federal levels of government. The Elementary and Secondary Education Act (ESEA). SEA 199, and other reforms plus the increasing costs of insurance necessitated changes in what and how successor agreements are bargained.

To accommodate these changes, a staff task force reviewed every article and section of the 2007 manual and made modifications and additions in order for this revision to be more relevant to today’s bargaining needs. The names of staff task force members appear on the inside cover page of this manual. Their hard work and expertise in taking on this tremendous responsibility are greatly appreciated.

In this edition you will find that we have moved the rationale from the end of the manual to the end of each Article where it applies. This should make it easier for you to review the rationale and work it into your bargaining presentation where needed.

The staff task force hopes you find this manual a useful bargaining resource as your local bargaining team seeks to secure fair and equitable collective bargaining agreements for our members.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Recognitions</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Grievance Procedure</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>Just Cause Standards</td>
<td>9</td>
</tr>
<tr>
<td>4</td>
<td>Employee and Extracurricular Employee Performance Evaluation</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Employee’s File</td>
<td>13</td>
</tr>
<tr>
<td>6</td>
<td>School Reform and Accountability</td>
<td>14</td>
</tr>
<tr>
<td>7</td>
<td>School Improvement and Achievement Plan-PL 221/ESEA</td>
<td>20</td>
</tr>
<tr>
<td>8</td>
<td>ESEA Corrective Action (No Child Left Behind)</td>
<td>27</td>
</tr>
<tr>
<td>9</td>
<td>Beginning Employee Intern Program</td>
<td>31</td>
</tr>
<tr>
<td>10</td>
<td>Reduction-in-Force / Recall</td>
<td>34</td>
</tr>
<tr>
<td>11</td>
<td>Vacancies and Transfers</td>
<td>38</td>
</tr>
<tr>
<td>12</td>
<td>Association and Employee Rights</td>
<td>39</td>
</tr>
<tr>
<td>13</td>
<td>School Calendar</td>
<td>46</td>
</tr>
<tr>
<td>14</td>
<td>School Closing</td>
<td>47</td>
</tr>
<tr>
<td>15</td>
<td>Class Size</td>
<td>48</td>
</tr>
<tr>
<td>16</td>
<td>Working Conditions</td>
<td>49</td>
</tr>
<tr>
<td>17</td>
<td>Job Sharing</td>
<td>54</td>
</tr>
<tr>
<td>18</td>
<td>Special Education Issues</td>
<td>56</td>
</tr>
<tr>
<td>19</td>
<td>Salary Schedule Structure and Placement</td>
<td>59</td>
</tr>
<tr>
<td>20</td>
<td>Severance Benefits</td>
<td>63</td>
</tr>
<tr>
<td>21</td>
<td>Retirement Savings Plan</td>
<td>64</td>
</tr>
<tr>
<td>22</td>
<td>Insurance Protection</td>
<td>67</td>
</tr>
<tr>
<td>23</td>
<td>Leaves</td>
<td>76</td>
</tr>
<tr>
<td>24</td>
<td>Child-Care Facilities</td>
<td>84</td>
</tr>
<tr>
<td>25</td>
<td>Substance Abuse Testing</td>
<td>84</td>
</tr>
<tr>
<td>26</td>
<td>School Employees and Students with AIDS/ARC</td>
<td>86</td>
</tr>
<tr>
<td>27</td>
<td>Curriculum Development / Testing and Textbook Adoption</td>
<td>88</td>
</tr>
<tr>
<td>28</td>
<td>Discussion Committees</td>
<td>89</td>
</tr>
<tr>
<td>29</td>
<td>Employee Authority and Parental Complaint</td>
<td>90</td>
</tr>
<tr>
<td>30</td>
<td>Student Teaching Assignments</td>
<td>92</td>
</tr>
<tr>
<td>31</td>
<td>Summer School</td>
<td>93</td>
</tr>
<tr>
<td>32</td>
<td>Substitute Employees</td>
<td>95</td>
</tr>
<tr>
<td>33</td>
<td>Effect of Collective Bargaining Agreement</td>
<td>96</td>
</tr>
<tr>
<td></td>
<td>Article 34</td>
<td>Term of Collective Bargaining Agreement ..................................................</td>
</tr>
<tr>
<td>---</td>
<td>------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td><strong>APPENDICES</strong></td>
</tr>
<tr>
<td>4</td>
<td>Appendix A</td>
<td>Salary Schedule ..................................................................................................</td>
</tr>
<tr>
<td>5</td>
<td>Appendix B</td>
<td>Extra Pay for Additional Services Schedule ....................................................</td>
</tr>
<tr>
<td>6</td>
<td>Appendix C</td>
<td>Grievance Report Form .......................................................................................</td>
</tr>
<tr>
<td>7</td>
<td>Appendix D</td>
<td>Extracurricular Employee Performance Evaluation Form .........................................</td>
</tr>
<tr>
<td>8</td>
<td>Appendix E</td>
<td>Employee Performance Evaluation Form ...................................................................</td>
</tr>
<tr>
<td>9</td>
<td>Appendix F</td>
<td>Transfer Form ......................................................................................................</td>
</tr>
<tr>
<td>10</td>
<td>Appendix G</td>
<td>Professional Leave Form ......................................................................................</td>
</tr>
<tr>
<td>11</td>
<td>Appendix H</td>
<td>Personal Leave Form ............................................................................................</td>
</tr>
</tbody>
</table>
ARTICLE 1

RECOGNITION

A. The Board of School Trustees hereby recognize the ______________________ Education Association, an affiliate of the Indiana State Teachers Association, and National Education Association, as the exclusive bargaining representative for all certificated personnel of the school corporation except the superintendent, assistant superintendent(s), principal(s), assistant principal(s), and business manager. When “Board” is used in this collective bargaining agreement it shall mean the Board of School Trustees and authorized agents and representatives.

B. The term “employee” when used hereinafter in the collective bargaining agreement shall refer to all employees represented by the Association in the bargaining unit. Such bargaining unit shall include all employees who work for more than fifteen (15) consecutive days in the school corporation. These employees shall sign either a Regular Teacher’s Contract or a Temporary Teacher’s Contract.

C. All work currently performed by bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work.

SPECIAL NOTE: If Recognition modified send a courtesy copy to the IEERB separate from contract.

RATIONALE

ARTICLE 1

RECOGNITION

It is imperative that the recognition clause be included in the collective bargaining agreement. The recognition clause is a record that the exclusive representative has been formally recognized by the Board as the exclusive representative of all employees. The recognition clause must establish the parameters of the bargaining unit.

There have been many unit determination decisions since the enactment of Public Law 217 in 1973. Decisions on exclusion from the bargaining unit rest on the question of whether a position is responsible for hiring, evaluation and firing other employees. The positions most commonly excluded from the bargaining unit are superintendent, assistant superintendent, building principals and assistant building principals. There are other categories of positions that are excluded in some collective bargaining agreements. Be sure that the recognition clause identifies the positions excluded and not the positions included. To identify the positions included is to limit the scope of the bargaining unit by potentially excluding all newly created positions.

Some collective bargaining agreements exclude department chair people and coaches. Generally, these two categories are not responsible for hiring, evaluating, and firing certificated personnel. Department chair people typically have very little authority in the employment arena. Coaches are not responsible for hiring and firing certificated personnel. Some coaches are responsible for evaluating and even firing coaches from coaching positions. However, in a decision coming out of the Marion Community Schools, the court very clearly said that coaches are not to be excluded from the bargaining unit just because they evaluate and fire other coaches. It does not require certification to be a coach. Coaches
do not fire other coaches from classroom responsibilities. If either department chair people or coaches are excluded from the bargaining unit, you should immediately take another look at the possibility of bargaining the return of these positions to the bargaining unit. We want the department chairpersons in our bargaining unit and we want them well represented. Therefore, we bargain their “class size” in granting them release time, depending on the number of persons in their department. We bargain their extended contracts and their pay, and we guarantee they won’t evaluate employees, thereby becoming administrators.

The language of the recognition clause should state that all newly created positions will be a part of the bargaining unit. This precludes the Board from establishing a lot of new positions or renaming old positions just to exclude positions from the bargaining unit. With this language included in the recognition clause, Boards must bargain with the exclusive representative over the exclusion of a new position or ask the Indiana Education Employment Relations Board (IEERB) to make a determination as to the exclusion of a new position.

The problem of subcontracting has not been an issue for school employees in the past, but is beginning to rear its ugly head. This is work that has always been considered bargaining unit work. Outsiders have now been hired to do extracurricular work when regular employees were available. Therefore, language in the collective bargaining agreement should clearly state that employees employed on an hourly basis are a part of the bargaining unit too. This precludes the Board from hiring lay coaches and paying them whatever they wish to pay because they are excluded from the bargaining unit.

Electronic teaching is now on the horizon with pilot projects being used in Indiana. The Association does not believe that a child can be taught as well over a television as he can be taught by an employee in the classroom. We believe that we can do bargaining unit work best!

Finally, the recognition clause should contain language stating that employees on leave are still a part of the bargaining unit. Employees on a leave of absence generally sign a Regular Teacher’s Contract just for State Tax Board purposes. Employees on a leave of absence have always been given the right to vote in an exclusive representation election. This right has been given by IEERB because it recognizes that these employees on leave are still members of the bargaining unit.

ARTICLE 2

GRIEVANCE PROCEDURE

A. A claim by the Association that there has been a violation, misinterpretation, or misapplication of any provision of this collective bargaining agreement or any rule, order or regulation of the Board; state law or regulation; the individual employee contract; or the supplemental employee contract may be processed as a grievance as hereinafter provided.

B. STEP ONE – In the event that the Association believes there is a basis for a grievance, the Association shall file the grievance with the building principal or immediate supervisor, within thirty (30) days of the time when the grievant should have reasonably known of the alleged violation. The form shall be available from the Association representative in each building. (See Appendix C, Grievance Report Form) A copy of the grievance form shall be delivered to the principal. If the grievance involves employees at more than one (1) school building, or if the cause of the grievance originated from an authority higher than the principal, it may be filed with the superintendent or the superintendent’s designee.
Within five (5) days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate the principal’s disposition of the grievance in writing, within five (5) days of such meeting and shall furnish a copy thereof to the Association.

C. **STEP TWO** – If the Association is not satisfied with the disposition of the grievance, the grievance may be transmitted to the superintendent within five (5) days of receipt of the principal’s answer, or within ten (10) days from the date of filing, whichever shall be later. If the principal fails to answer the grievance within five (5) days of the meeting at STEP ONE, the grievance shall automatically be deemed transmitted to the superintendent.

Within seven (7) days, the superintendent, or the superintendent’s designee, shall meet with the Association on the grievance and shall indicate the superintendent’s disposition of the grievance, in writing, within five (5) days of such meeting and shall furnish a copy thereof to the Association.

D. **STEP THREE** – If the Association is not satisfied with the disposition of the grievance by the superintendent, or the superintendent’s designee, or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing, whichever shall be later, the grievance may be submitted to binding arbitration before an impartial arbitrator.

1. The selection of the arbitrator and the rules governing the arbitration proceedings shall be in accordance with rules of the American Arbitration Association (AAA), the Federal Mediation and Conciliation Services (FMCS), or of the American Mediation Services (AMS), at the determination of the Association.

2. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

3. The arbitrator shall have the authority to renew a nonpermanent teacher’s contract up on a finding of a violation of this agreement.

4. Both parties agree to be bound by the award of the arbitrator. The arbitrator shall be empowered to fashion a remedy at law and in equity sufficient to redress any violation of the collective bargaining agreement. However, the arbitrator shall have no power to add to or subtract from the terms of this collective bargaining agreement.

5. The fees and expenses of the arbitrator shall be borne by the Board.

E. Within fifteen (15) days of written application for arbitration, the Association may request a pre-arbitration conference (similar to a pre-trial conference) to be held within fifteen (15) days of said request, unless mutually extended. At said conference, the parties shall be afforded full discovery, exchange witness lists, documentary evidence, and attempt to reach agreement on the issues.

F. The time limits provided in this article shall be strictly observed, but, may be extended by a written agreement between the parties. All days referred to in this article are days when employees are in attendance. During the summer break, the term “day” shall mean weekdays, Monday through Friday, excluding holidays. This definition of “days” shall apply to all other articles and sections of the collective bargaining agreement – unless otherwise specified.

G. Notwithstanding the expiration of this collective bargaining agreement, any claim or grievance arising there under may be processed through the grievance procedure to resolution.
H. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance, in writing, to the superintendent or the superintendent’s designee directly and the processing of such grievance shall be commenced at STEP TWO (2) of the grievance procedure.

I. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

J. An employee engaged during the school day in the investigation, preparation, or presentation of a grievance, or who is a witness for same, shall be released from regular duties without loss of pay or other benefits.

RATIONALE

ARTICLE 2

GRIEVANCE PROCEDURE

No collective bargaining agreement, however complete and sophisticated, can be expected to fully guarantee the provision to employees of its benefits or the protection of the rights outlined therein without a workable grievance procedure. Practically speaking, if you do not have a grievance procedure ending in binding arbitration, you simply do not have a collective bargaining agreement because you cannot afford to enforce it.

Although it is often possible to force compliance with a collective bargaining agreement by legal action, this is very time consuming and expensive. We also are aware that many Indiana courts are less than well acquainted with typical collective bargaining agreement language. On the other hand, a well-drawn grievance procedure will provide a much more rapid and inexpensive means to resolve a conflict about implementation of the collective bargaining agreement – and an arbitrator, usually selected through the services of the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), or the American Mediation Service (AMS) can be expected to possess expertise in virtually all aspects of collective bargaining.

Additionally, the ISTA has within its staff the knowledge and experience to assist and train local grievance representatives in the processing of grievances and to effectively advocate employee cases before arbitrators. The ISTA also maintains a file of arbitration awards and information on arbitrators.

Section D. 3

As a result of a 2001 decision from the Indiana Court of Appeals, it is important to include in the grievance procedure language which specifically authorizes an arbitrator to reinstate a nonpermanent employee. The collective bargaining agreement in the North Miami Community Schools provided for binding arbitration of collective bargaining agreement disputes; but, it did not expressly make reference to the arbitrator’s authority to reinstate a nonpermanent employee. An arbitrator determined that the Board had engaged in three or four significant violations of the collective bargaining agreement in the way in which it terminated one nonpermanent employee. However, the Court of Appeals held that because the collective bargaining agreement did not make specific reference to the arbitrator’s authority to reinstate an employee, he did not have that authority. The suggested language will prevent such an error from occurring again.
ARTICLE 3

JUST CAUSE STANDARDS

An employee shall not be disciplined, reprimanded, suspended, reduced in compensation, demoted, discharged, canceled, non-renewed, or deprived of any professional advantage without just cause.

RATIONALE

ARTICLE 3

JUST CAUSE STANDARDS

Indiana law sets up minimum procedures for employee dismissals; dates and times, hearing requirements, requirement to assign one of six or seven reasons for dismissal, etc. The only test for Board actions is that they not be “arbitrary” or “capricious”. A close synonym for these words is “whimsical.” The dismissal laws, as revised in 1993, do contain additional language of extreme importance to employees:

A. The provisions of this chapter constitute minimum standards and may not be construed to limit the provisions of a collective bargaining agreement negotiated under IC 20-29 as permitted under IC 20-28-7-13.

B. This chapter does not prohibit a Board and an exclusive representative from collectively bargaining agreements that supplement the minimum requirements under this chapter.

Thus, the law prevents the Board from being whimsical, subject to enforcement in court, a lengthy expensive process (several years and several thousand dollars). The law goes on to allow employees to bargain more.

The “more” is just cause. It means fair treatment. It does not mean loss of “local control” for school Boards. They retain their ability to hire, fire, etc.

However, the causes for their actions against employees must be just. It is the professional manner of dealing with graduate-degreed, state-certified employees. Perhaps because the administrators and Boards have had insufficient or no training and experience in just cause, perhaps because those people are busy with voluminous reports including just cause for students, or perhaps because of other reasons, we have not had fair treatment in the past.

A single sentence can guarantee just cause in a contract so that it is enforceable through a process of neutral decision (binding arbitration of grievances) taking a few months and a few hundred dollars if there is a dispute. Just the existence of the written word, however, will cause the Board to assess an employee’s performance carefully, to “do their homework” for employees as well as students. The sentence in a collective bargaining agreement that embodies all these concepts is this: No employee shall be disciplined or terminated without just cause. A series of other items may be added: reprimands, suspensions, etc.

We are not asking the Board to give up any management rights; they will continue to be able to evaluate, to dismiss, to reprimand. We are asking the Board to assume the management responsibility of having just cause when they exercise their management rights.
The meaning, which has evolved over the last thirty (30) years in arbitrations and court reviews, is as follows:

1. Was the employee given advance warning of the possible or probable disciplinary consequences of his/her conduct?
2. Was the rule or order reasonably related to the efficient and safe operation of the school?
3. Before administering discipline, did the Board make an effort to discover whether the employee did, in fact, violate a rule or order of management?
4. Was the Board’s investigation conducted fairly and objectively?
5. Did the investigation produce substantial evidence or proof that the employee was guilty as charged?
6. Had the Board applied its rules, orders and penalties without discrimination?
7. Was the degree of discipline administered in the particular case reasonably related to (a) the seriousness of the employee’s proven offense, and (b) the employee’s record of school service?

How does just cause mesh with the education tradition of periodic evaluations of performance? The two (2) can work in harmony – provided they are entirely separate!

ARTICLE 4

EMPLOYEE AND EXTRACURRICULAR EMPLOYEE PERFORMANCE EVALUATION

A. The development and implementation of the Employee and Extracurricular Employee Performance Evaluation are positive, cooperative and continuing processes. The evaluation must:

1. provide for the improvement of the employee’s performance,
2. provide for the growth and development of the employee,
3. require periodic assessment of the effectiveness of the evaluation, and
4. must provide that nonpermanent and semi-permanent employees

(a) receive an evaluation on or before January 1 of each year and,
(b) if requested by the employee, an additional evaluation on or before March 1.

B. An employee shall not be disciplined, reprimanded, suspended, reduced in compensation, demoted, discharged, canceled, non-renewed, or deprived of any professional advantage without just cause.

C. The evaluation shall not be based in whole, or in part, on any test scores for students.
D. The evaluation of the work of all employees is the responsibility of the administrator designated as supervisor, and properly licensed to perform evaluations. In the case of classroom employees, that evaluator shall be the principal. Employees shall have the right to request either observation or evaluation by an administrator other than the principal. Employees shall not be requested or required to evaluate other employees. Employees shall not be requested or required to provide to the employer or its agents any documentation, testimony or opinions about the performance of other employees of the bargaining unit. All monitoring or observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee and shall be based on classroom observation of the work performance of the employee. The use of closed-circuit television, hidden recording devices, electronic monitoring and/or on storage devices and systems, and similar devices shall be strictly prohibited.

E. The evaluation procedures for a nonpermanent employee is found in Article 9 of this collective bargaining agreement. Each permanent or semi-permanent employee shall receive an evaluation at least once every three (3) years and in accordance with “A” above (See Appendix E, Employee Performance Evaluation Form) Each extracurricular employee shall receive an evaluation at least once every three (3) years. (See Appendix D, Extracurricular Employee Performance Evaluation.)

F. The evaluation, which shall be narrative in form and which shall be based upon the evaluator’s observations of the employee’s performance, shall list, using clear and detailed descriptions:

1. the employee’s job-related strengths;
2. methods of improving those strengths;
3. the employee’s job-related weaknesses; and
4. methods of reducing those weaknesses.

G. The evaluation shall be given to the employee in a conference whose purpose is to discuss said evaluation. The employee shall have the right to a representative of his/her choice at such conference.

H. Comments on strengths and weaknesses in Appendix E shall be limited to professional performance indicators that deal with the substance and process of teaching. Indicators to be used shall be: student conduct in the observed classes/methods used in the context of the observed lessons, the observed subject and the observed employee’s knowledge of subject matter, teaching techniques and use of time and materials.

I. Comments on strengths and weaknesses in Appendix D shall be limited to professional performance indicators that deal with the extracurricular positions. Indicators to be used shall be: student conduct in the observed extracurricular activities, methods used in the context of the observed activities, the observed activities, and the observed employee’s knowledge of the subject matter, coaching techniques, and use of time and materials.

J. The evaluator shall note all data used to support the evaluator’s conclusions. The evaluator shall take into consideration and note, in writing, any circumstance that may have adversely affected the employee’s performance, such as class or group size, special learning disabilities of the students, or physical facilities.
K. In specifying methods for improving strengths and reducing weaknesses, the evaluator shall provide the employee with specific, reasonable, written recommendations and with definite positive assistance designed to be accomplished within one-hundred-twenty (120) days. No employee shall be dismissed for deficiencies defined through this evaluation without giving the employee at least a one-hundred-twenty (120) day notice that the employee’s performance is unacceptable.

L. The evaluation shall also include the opportunity for employees to take professional leave days to travel to other schools to visit with employees to observe their methods and techniques. Professional leave shall also be granted for in-service programs and seminars.

M. The Board shall pay full expenses for attendance at conferences, seminars, workshops and visitations covered as part of the evaluation. Such expenses shall include payment for mileage at the rate established in this agreement, meals, overnight accommodations, if needed, and any registration, tuition or materials fees.

N. Prior to evaluating employees, the evaluators shall receive sufficient training to ensure that they are competent, efficient and consistent in their evaluations.

O. The completed details of any complaint made against the employee by any parent, student or other person shall be promptly called to the attention of the employee and the employee shall be afforded the opportunity to rebut such complaint. Such complaint shall not be made a part of any evaluation of the employee.

RATIONALE

ARTICLE 4

EMPLOYEE AND EXTRACURRICULAR EMPLOYEE PERFORMANCE EVALUATION

Section 20-28-11 of Indiana school law requires that employees be provided with an evaluation system with mandatory components to ensure their improvement, growth and development. In fact, another part of that law requires that the Board show that it has implemented professional programs and evaluation plans before it can be accredited.

It also carries a requirement that this law may not limit any right of the exclusive representative who included an evaluation system in their collective bargaining agreements any time before July 1, 1987.

The concepts put forward here are narrative evaluations with guidelines for subjects to be included and/or performance expectations for employees performing extracurricular activities. The latest research from NEA shows that there is no consensus among researchers about any one evaluation system or instrument. Indeed, no one has found any single behavior that is essential for effective teaching. Thus, the approach should be holistic as in the narrative approach. Research also indicates that current evaluation practices are flawed; criteria for making judgments are too general, have little to do with the profession, are too subjective and are often based on personal characteristics rather than on instructional and professional skills. Language is provided to limit evaluations to specific comments about instructional proficiency, and the strengths and weaknesses of the employee’s performance, and to provide, to the extent possible, safeguards for employees to protect them from the “subjectiveness” of the evaluation process.
ARTICLE 5

EMPLOYEE’S FILE

A. Maintenance of One (1) File

Only one (1) employee file shall be maintained for each employee. All file entries shall be signed and dated by the supervisor submitting the entry and the employee shall receive a copy when the entry is made. The file shall contain a record of those who reviewed the file and the date of the review.

B. File Contents

The file shall be limited to work performance, discipline, and routine personnel data. No misleading, inaccurate, invalid information or anonymous documents shall be included in the file. No records indicating students’ performance on tests, including, but not limited to scores on the test(s) required by ESEA, and/or the Indiana Department of Education, will be placed and/or maintained in the employee’s personnel file, or used, in any way, in the evaluation of the employee.

C. Review of File

The employee shall be permitted to review the contents of the employee’s files at all reasonable times and may be accompanied by an Association representative. In addition, the employee may permit, by written notice, an Association representative to review the employee’s file. At the employee’s request, the employee shall be provided a full and complete copy of the contents of the employee’s file at the Board’s expense. Only those supervisors that have supervisory duties related to the employee may review the employee’s file. Access to the file by non-supervisory personnel or other individuals shall be limited to those documents that are undisputed public information.

D. Employee’s Right to Respond

The employee shall have the right to rebut or add written comments to any information in the file. This right is in addition to rights contained elsewhere in this collective bargaining agreement and in law.

E. Expungement of File

All disciplinary documents placed in the file shall automatically be expunged three (3) years from the date of filing, provided the employee has not been guilty of the same infraction within that time period.

F. Confidentiality of Personnel Files

The parties agree that the Board will not release to the public any portion of an employee’s personnel file unless legally compelled to do so. If the Board believes that it is legally compelled
to release any portion of an employee’s personnel file, the Board will notify the affected employee, or the Association, in advance of the release.

RATIONALE
ARTICLE 5
EMPLOYEE’S FILE

An employee’s file is like a student’s permanent record. It is the only complete record of an employee’s performance over the employee’s career. It is important that there be one file which is accurate and that that file contain no surprises. To that end, the file must be available for review upon demand. In order to protect the employee’s right to privacy, any review of the employee’s file should be limited only to the appropriate personnel. As there are two sides to many stories, an employee must have the right to respond to any information in the file. In addition, everyone makes a mistake on occasion and it is inherently unfair to have the record of a mistake follow an employee for the rest of the employee’s career. Therefore, it is only fair and reasonable to provide for a period of time, after which, when the employee has proven he has learned from his mistake, disciplinary documents about that mistake be expunged. An employee’s personnel file must not contain any language that includes students’ performance on mandated federal and state testing. If student performance language is included, it could tie the results of student testing to an employee’s evaluation. Therefore, all efforts must be made to exclude any language referring to student testing of any kind.

Confidentiality of Personnel Files

Indiana Code 5-14-3-4(b)(8) is the portion to Public Records Act which deals with school employees’ personnel files. The Board is REQUIRED to make certain parts of the personnel file available to the public on request. These items include: name, compensation, job title, and training background.

However, under the statute, a Board has discretion as to whether or not to make available to the public many other aspects of the personnel file, such as evaluations.

In other words, if the Board decides to release every employee’s evaluation to the newspaper every year, it is not prohibited by the Access to Public Records statute from doing so.

The suggested language will prohibit the Board from releasing materials from the personnel file, unless they fall within the category of things which must be released. The suggested language will also give the employee notice if the Board is going to release some item which it thinks it is required to release.

ARTICLE 6

SCHOOL REFORM AND ACCOUNTABILITY

SPECIAL NOTE: Ask these type of questions when considering implementing alternative schedules.

1. Will employees be given sufficient paid time to study, prepare, give input, and plan for the alternative schedule?

2. Does the alternative schedule include extending the school day, week, or year?
3. Is there adequate financial support, or appropriate compensation?

4. How will employee preparation time be affected by the new schedule? Will team planning be necessary? Will it be in addition to, or in place of, individual preparation time?

5. How does the new schedule impact curriculum? Will the sequencing of course work change? Will the pace be affected, and who is responsible if less material is covered?

6. How will employee evaluations be affected? Does a new procedure need to be developed that reflects changing curriculum and methodology? What changes will be implemented to allow fair assessment of employees coping with change and developing new teaching strategies?

7. Will there be changes in grading, reporting, testing, and parent conferences?

8. With adoption of a new schedule, will additional employees be required, or will employee positions be lost?

9. What training/in-service will be provided to allow for a smoother transition? Will it be available for all employees?

10. How does the new schedule impact transfer requests, vacancy postings, etc.?

11. Is there sufficient Board support for change?

12. Is there sufficient community support?

13. What will be the additional costs for the program and where will the money come from?

14. Are the facilities appropriate to the schedule? (Large and small group meeting rooms, team planning space, air conditioning, etc.)

15. Will the schedule facilitate student learning?

A. State-Mandated Testing

1. State mandated test scores may not be used to evaluate the performance of any employee.

2. Individual employee names shall not be included in any reporting of state mandated test scores.

3. During the regular school year, each student retained due to state mandated test scores shall be counted as three (3) for the purposes of determining class size.

4. No employee shall suffer adverse consequences as a result of the exercise of the employee’s professional judgment in decisions related to remediation or retention.

B. Performance-Based Awards / Student Education Awards

1. When the Board, or any school in the corporation, is notified that it will be the recipient of a performance based award in accordance with Indiana Code, the Board will inform the Association.
The Association and the Board shall then jointly agree on how funds from such an award shall be disbursed.

2. Site-based decision making shall conform entirely with this article.

3. No decisions shall be made at a local school that are in conflict with this article or any other provision of the collective bargaining agreement. All such decisions shall be subject to the grievance procedure set forth in this collective bargaining agreement.

4. Should a decision be made at a local school site by the Site-Based Decision-Making Committee that is in conflict with any provision of this collective bargaining agreement, then it is necessary to request variance from the collective bargaining agreement through the Association. The request for the variance shall be conducted as follows:

   a. The plan, as developed by the Site-Based Decision-Making Committee, shall be set to writing along with the collective bargaining agreement provision that will be violated through the implementation of the plan and given to the Association president.

   b. The Association Executive Committee shall review the Site-Based Decision-Making Committee plan and recommend either acceptance, or rejection.

   c. The Association will call for an Association membership meeting within fifteen (15) days of the time when the plan was submitted to the Association president. At this meeting the membership will vote on the requested variance from the collective bargaining agreement.

   d. A two-thirds (2/3s) majority of those present and voting must vote in the affirmative for the variance to be granted.

   e. If the variance is granted, the plan may be immediately placed in action in the local school which requested the variance. If the variance is granted by the Association, that variance shall remain in effect until the expiration of the current collective bargaining agreement, or until the Site-Based Decision-Making Committee at the local school submits a request to the Association to void the plan which required the variance.

   f. A request to void the plan that requires a variance will be handled in the same manner as a request for a variance from the collective bargaining agreement provision.

   g. Should the Site-Based Decision-Making Committee at a local school want a variance to continue under a subsequent collective bargaining agreement, then a new request for the variance shall be submitted to the Association president. This request for a continued variance will be handled in the same manner as the original request.

SPECIAL NOTE: The Association may want to set forth some articles of the collective bargaining agreement that will not be given a variance. The grievance procedure, the article on salary, and the layoff provision may be examples of articles that will not receive a variance.

5. Any school may participate, or not participate, in site-based decision making at the option of the employees. Two-thirds (2/3s) of the employees must vote in the affirmative to participate. This vote shall be by secret ballot.
6. When the employees desire to participate in site-based decision making, the following procedure shall be followed:

   a. A Site-Based Decision-Making Committee shall be formed at the school. The committee shall be composed of five (5) employees, two (2) parents who have children enrolled as students at that school, and the principal.

   b. The Association shall appoint all employees and parents to site-based decision-making committees.

   c. The committee shall meet twice monthly to discuss any existing problems. A majority of the committee members may recommend a solution to the employees.

   d. A majority vote of the employees shall be required to implement any recommendation of the site-based decision-making committee. This vote shall be by secret ballot.

7. All programs accepted by the employees on site-based decision-making shall be fully implemented by the Board. The implementation shall include necessary funding.

8. No employee shall be damaged or suffer in any way, nor should any employee’s evaluation be affected by the employee’s participation or nonparticipation in site-based decision-making.

9. Participation in site-based decision making shall not affect any employee’s standing in the bargaining unit.

10. The Board shall provide training in site-based decision-making implementation. Such training shall be developed and implemented by the Association and required of all site-based participation.

11. Any employee involved in the Site-Based Decision-Making Program, either as a participant on the school committee or in implementation of a committee decision, shall be compensated at that employee’s professional hourly rate of pay. That wage shall be determined by dividing the employee’s annual salary by the number of employee days in the school year to determine the daily rate of pay and dividing that daily rate by six (6) to determine the hourly rate.

D. Employee Involvement in Decision Making

1. The Board, through the Association, shall involve the employees concerned for any new construction of educational facilities contemplated in the school corporation.

2. Before the Board initiates any new program, including those for which state, federal or private grants are available, or in any way modifies any term or condition of employment or any professional standard or condition, the Board shall negotiate any such change with the Association.

3. The Board shall not enter into any agreements or develop any programs which could be characterized as career ladder, merit pay, performance contracts, voucher systems, choice school enrollment programs, charter school, any privatization schemes, or alternative scheduling without first bargaining with the Association. (See Special Note below for questions to ask/answer when considering alternative scheduling.)

4. There shall be no school contract between the Board and the Indiana State Department of Education or any other agency without the express written consent of the Association.
5. The Board shall not seek nor accept any waiver of any state law or rule or regulation of the Indiana State Department of Education, or any other state agency, without the express written approval of the Association.

E. 1. Without the agreement of the Association, the Board shall take no action to comply with the Elementary and Secondary Education Act of 2001, as amended, 20 USC 6301 et seq., that has any impact on any employee.

2. Before identifying an elementary or secondary school for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the Board shall provide the Association with an opportunity to review the school-level data, including but not limited to academic assessment data, on which the proposed identification is based. If the Association believes that the proposed identification is in error for statistical or other substantive reasons, the Association may provide supporting evidence to the Board, which shall consider that evidence before making a final determination concerning identification.

RATIONALE

ARTICLE 6

SCHOOL REFORM AND ACCOUNTABILITY

Public Law 390 requires each school corporation to achieve accreditation and to submit plans for improvement when accreditation is not achieved. It is in the interest of the total school family to gain accreditation of all the schools in the corporation. It is unthinkable that the Board would want to unilaterally establish the improvement plan. Any improvement plan that is developed would certainly include curriculum development and textbook selection. An improvement plan may include matters such as pupil-employee ratio, assignment and/or discipline of students. All these are mandatory subjects of discussion and permissive subjects of bargaining. The Association must be included in these plans.

The Association must retain the right to appoint employees to a committee that will develop the improvement plan. There must be strong assurance that the Board cannot unilaterally adopt its own plan apart from the one cooperatively developed by the Board and Association.

A. State Mandated Testing

The language restates the law encompassed in PL 390. It is important that the collective bargaining agreement protect employees against misuse of test scores. Already, some superintendents have used test scores and employees’ names together.

B. Performance-Based Awards

Public Law 390 established performance-based awards for improvement in attendance and in educational proficiency for English/Language Arts and Math and for average ISTEP scores. The Indiana Department of Education will determine which schools are entitled to the awards and they will
be made by the Governor. The statute further states that the money cannot be used for athletes, salaries, bonuses, to lower the tax rate, or to increase the tuition formula. It must be used for educational purposes.

The Association should be bargaining language that will ensure that the bargaining agent will be involved in deciding how the money will be spent and, further, that if it is to be handed out to “pets” by the Governor or Indiana Department of Education, that it won’t be accepted.

Since the money can’t go into the General Fund, and since it is financial, we must insist that it be bargained.

C. **Site-Based Decision Making**

Site-based decision making is being discussed more and more among Indiana employees and, as a result, some bargaining has taken place over the subject.

The ISTA Programs Department believes that the best decisions for employees and students are made at the bargaining table. Those are collective decisions made by all members of the local bargaining unit and the best thought and effort has gone into that process. However, recognizing a need among employees, the ISTA Programs Department has developed this Sample Collective Bargaining Agreement Language and Rationale book for negotiating site-based decision making should that become a necessity for local bargaining teams.

Any site-based decisions-making program MUST be included in the local collective bargaining agreement. In addition to the language included in this model site-based decision-making program, there is some other language that MUST be included in the collective bargaining agreement to protect employees, Association, students and the collective bargaining agreement itself. Those other language items are:

1. An evaluation procedure that ensures “just cause” protection and guarantees against adverse evaluations being the result of site-based decision making.
2. Binding arbitration of grievances with all collective bargaining agreement provisions (including implementation of site-based decision making) is subject to the grievance procedure. The model language being provided in this package includes further guarantees that must be met:
   a. sanctity of the collective bargaining agreement;
   b. sanctity of the bargaining unit;
   c. the right of the Association to appoint committee members;
   d. professional pay for project work; and
   e. the Association’s right to provide the training that will result in the implementation of site-based decision making.

The importance of these matters being included in the collective bargaining agreement cannot be emphasized enough. If they are not part of the program, a variety of problems can arise – problems the Association cannot and should not have to deal with.
D. Employee Involvement in Decision Making

1. Employees who will use the facilities more than any other group should be involved in the planning. Students graduate, administrators leave, Board members retire, but employees stay on year after year.

2. Unilateral changes of working conditions cannot be tolerated.

3. There must be protection of bargaining rights.

ARTICLE 7

SCHOOL IMPROVEMENT AND ACHIEVEMENT PLAN – PL221/ESEA

1. SCHOOL IMPROVEMENT COMMITTEE

All employees participating in any committees, subcommittees, workgroups, and/or training association with the Strategic and Continuous School Improvement and Achievement Plan shall be appointed by the Association, as exclusive representative.

A. There shall be a Joint Committee on School-Based Continuous Improvement Councils to advance student learning comprised of the president of the Association and one other employee appointed by the president and the superintendent of schools and one other administrator appointed by the superintendent.

B. There shall be a School-Based Continuous Improvement Council in each school. The School-Based Continuous Improvement Council shall be comprised of the building principal, employees appointed by the Association, and non-teaching employees appointed by the building principals (parents, students, business persons and classified staff).

C. The number of employees appointed by the Association to a School-Based Continuous Improvement Council shall be subject to the following limits:

<table>
<thead>
<tr>
<th>Students in Building</th>
<th>Number of Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 250</td>
<td>2 to 4</td>
</tr>
<tr>
<td>250 to 600</td>
<td>5 to 8</td>
</tr>
<tr>
<td>601 to 1100</td>
<td>9 to 11</td>
</tr>
<tr>
<td>1101 or greater</td>
<td>12 to 15</td>
</tr>
</tbody>
</table>

D. The category “non-teaching employees” shall not exceed thirty percent (30%) of the School-Based Continuous Improvement Council’s membership.

E. A School-Based Continuous Improvement Council may invite, by mutual agreement, others to provide input and/or recommendations.

F. The School-Based Continuous Improvement Council must require a quorum at each meeting in order to carry out its responsibilities. (Optional, may want to include such a provision.)
G. Employees serving on any committees, subcommittees, workgroups, and/or training associated with the Strategic and Continuous School Improvement and Achievement Plan shall be provided released time to work during the regular school day or be paid at their professional hourly rate of pay, if required to work beyond the regular school day and/or school year. The “professional hourly rate of pay” shall be calculated on a six (6) hour day.

H. Any participation on a School Improvement Plan (SIP) Committee shall be voluntary. The participation, or lack of participation, of an individual employee or group of employees on an SIP committee shall not be noted, or considered, in the Board’s decisions, including but not limited to evaluation, assignment, extra duty assignment, conference attendance, promotion, discipline, or discharge of any employees.

2. SCHOOL IMPROVEMENT COMMITTEE DECISION-MAKING PROCESSES

The parties recognize that the School-Based Continuous Improvement Council is a component of the Strategic and Continuous School Improvement and Achievement Plan and will, from time to time, make decisions concerning matters that are set forth in IC 20-29-6-7 as mandatory subjects of discussion and permissive subjects of bargaining. The parties each agree that the other has met its obligation to “discuss” that subject as the term “discuss” is defined in IC 20-29-2-7, for the duration of the school year in which the decision is made, provided:

A. that the School-Based Continuous Improvement Council in question has been created in compliance with Section 1, above;

B. that the School-Based Continuous Improvement Council has used a consensus model to arrive at its decision;

C. that the School-Based Continuous Improvement Council’s decision will impact only the building in which the decision is made;

D. that the School-Based Continuous Improvement Council’s decision does not cause the rights of any employee to be abridged or violated;

E. that the School-Based Continuous Improvement Council’s decision does not require the expenditure of funds not yet previously allocated for that building’s use; and

F. that the School-Based Continuous Improvement Council concerning a mandatory subject of discussion shall not be evidence of acquiescence by either party as to the specific subject as it relates to any other building within the school corporation.

G. After implementation of an SIP committee, the Board and the Association will annually evaluate the work and operation of the committee. Copies of the evaluation shall be provided to the Association president, committee members, and the superintendent.

3. JOINT COMMITTEE ON SCHOOL-BASED CONTINUOUS IMPROVEMENT COUNCILS

The purpose of the Joint Committee on the School-Based Continuous Improvement Councils will be to help identify potential contractual problems or conflicts with Board policy or practice, and to help proponents find constructive solutions to such problems or conflicts in order to help implement a quality school initiative to improve student learning.
A. The Joint Committee on School-Based Continuous Improvement Councils may invite, by mutual agreement, others to provide input and/or recommendations.

B. The Joint Committee on School-Based Continuous Improvement Councils may grant a waiver of a provision(s) of the collective bargaining agreement.

C. The Joint Committee on School-Based Continuous Improvement Councils may grant a waiver of a Board policy which affects the working conditions of employees.

D. The Joint Committee on School-Based Continuous Improvement Councils can recommend the application for a waiver of a curriculum or textbook selection statute or Indiana Department of Education rule which may be necessary to implement a quality schools initiative to improve student learning.

E. The Board and the Association will annually evaluate the work and operation of the Joint Committee of School-Based Continuous Improvement Council(s). Copies of the evaluations shall be provided to the Association president, committee members, and the superintendent.

4. SCHOOL IMPROVEMENT COMMITTEE WAIVER PROCESS

1. The School Improvement Plan provisions shall not alter, modify, violate, or supersede, except as mutually agreed in writing by the Board and the Association, this agreement or any other formal or informal understanding condition or practice established between the parties.

2. The School Improvement Plan shall not address the issue of wages, hours, terms, and other conditions or employment or matters established in Indiana Code and Public Laws 110, 146, 217, 221, and the Elementary and Secondary Education Act. No School Improvement Committee shall engage in collective bargaining or have the authority to address employment matters.

3. School-Based Continuous Improvement Council may seek a waiver of provision of the collective bargaining agreement, Board policy or action, or rules or regulations of the Indiana Department of Education.

4. The request must be properly evaluated and approved by two-thirds (2/3s) of the employees in the building.

5. The written waiver request must be presented to the Joint Committee on School-Based Continuous Improvement Councils outlining the request, with specific rationale and documentation as to why such waiver is necessary.

6. Approval of any written waiver request shall be for a specifically stated purpose, for a specific time period, and shall state the specific provisions of the collective bargaining agreement, Board policy or action, or state rules and regulations that are to be waived.

7. The written waiver request shall be signed by the superintendent of schools and the president of the Association.

SPECIAL NOTE: If a local Association is unwilling to consider waivers to the collective bargaining agreement, then it should not place waiver language on the bargaining table.
There is no requirement in Public Law 221 or Public Law 217 that would require a waiver of collective bargaining agreement provisions.

5. SCHOOL IMPROVEMENT APPEAL PROCESS

The School-Based Continuous Improvement Council should operate within the process of consensus. When consensus cannot be reached, a process for appeal and resolution must be determined.

A. The Joint Committee on School-Based Continuous Improvement Councils will hear an appeal approved by two-thirds (2/3s) of the membership of the School-Based Continuous Improvement Council. The appeal must be in writing and presented in person, if requested by the Joint Committee on School-Based Continuous Improvement Councils.

B. The Joint Committee on School-Based Continuous Improvement Council may make final determination of the issue at hand, or may assist the School-Based Continuous Improvement Council in reviewing and revising its decision-making process.

SPECIAL NOTE: In cases where collaboration is not possible, the parties will use provisions of Robert’s Rules of Order to conduct business.

RATIONALE

ARTICLE 7

SCHOOL IMPROVEMENT AND ACHIEVEMENT PLAN – IC 20-19-2-11/ESEA

1. SCHOOL IMPROVEMENT COMMITTEE

This section sets up the framework for the entire school quality program in the school corporation. We begin by clearly establishing that the Association will appoint all employees who participate. This is important for the following reasons:

1. The statute, IC 20-31-5-1 (P.L. 221), simply states that “Teacher appointments to the committee must be made in accordance with IC 20-29.” (the Bargaining Act) This reference is only to the committee in the school.

   a. There will probably be more than just the building committee. There could be sub-committees, task forces, work groups, etc. This language ensures that if the group is working on compliance with IC 20-19-2-11, the Association appoints the employees.

   b. It is possible that some Boards will take the position that the building committee is not a “sole instrumentality” and therefore, the Bargaining Act does not require that the exclusive representative appoint the members. While it is possible that the Association could litigate this issue and eventually prevail, that could take a year or two. This language clears up any doubts and helps to avoid this type of confrontation.

2. If we appoint, train and support employee members of the building committees, etc., we are able to assure the highest quality thinking on school improvement and at the same time, protect our employees’ interest.
3. Putting the appointment of employees in the collective bargaining agreement provision meant that we can grieve and arbitrate any alleged violations – this is usually much faster and less expensive than going to court.

1A. SCHOOL IMPROVEMENT COMMITTEE

Although there is no mandate in IC 20-19-2-11 of a Joint Committee on School Board Continuous improvement Councils, the Association believes such a committee is an important safeguard for both parties. Because this Joint Committee is comprised of the president of the Association and the superintendent of schools and one other person appointed by each, the entire school improvement program is overseen and supported by the highest level of leadership within the school corporation and the Association. This also ensures that there is a mechanism in place where people who see the “big picture” can review building level plans.

1B. SCHOOL IMPROVEMENT COMMITTEE

Section B establishes the building level committees that are required by the statute (IC 20-31-5-1) and explains who is on the committee and how each category of member is selected. The selection process is in accord with the statute.

1C. and 1D. SCHOOL IMPROVEMENT COMMITTEE

Sections C and D assure that a majority of the members of each building committee are Association-appointed employees. Section C also ensures that building committees will not become too large and unwieldy.

1E. SCHOOL IMPROVEMENT COMMITTEE

Section E allows each building committee to employ the special expertise of employees who are not actually members of the committee. For example, if a building committee must concern itself with improving performance in math, but, there are no math teachers on the committee, this section allows the committee, by agreement, to ask one or more math teachers to meet with the committee and provide input and recommendations for improving math performance. Employees asked to provide input and/or recommendations function as “consultants” and do not have voting rights within the committee.

1F. SCHOOL IMPROVEMENT COMMITTEE

Section F is optional. If the local Association is concerned that a building principal might “hijack” a building committee by calling meetings at times when only his or her supporters can be present, then the local Association will want a quorum provision. In places where the relationship between the parties is one of openness and trust, this language is probably not necessary.

1G. SCHOOL IMPROVEMENT COMMITTEE

Development of a comprehensive and effective Strategic and Continuous School Improvement and Achievement Plan requires considerable time and effort on the part of those charged with this important responsibility. These employees should be allowed to devote their time and energy exclusively to this important responsibility. Thus, the Association should bargain the proposed language in this Section G to ensure that employees, who are serving on committee, subcommittees
and workgroups in developing the plan, have released time and/or compensation to perform their responsibilities. It should be noted that the formula for computing compensation is consistent with proposed language in other sections of the Sample Collective Bargaining Agreement Language and Rationale manual.

1H. SCHOOL IMPROVEMENT COMMITTEE

Participation on SIP committees must be a voluntary process. Also, language should reflect that participation or the lack of participation should not be reflected in the evaluation process, assignments, conference attendance, promotion, discipline, or discharge.

2. SCHOOL IMPROVEMENT COMMITTEE DECISION MAKING PROCESS

Section II addresses the reality that committees that work with school improvement will be constantly working in the areas of curriculum, teaching methods and student supervision. To have each building bring its plan to the corporation-wide discussion group would probably be a clumsy and time-consuming process. Therefore, this section sets forth the conditions under which a building can create its own plans without subjecting the plan to corporation-wide discussion. Note that each building plan may still be subject to review by the Board’s Joint Committee on School-Based Continuous Improvement Councils.

Items A through E should be self-explanatory. Item F means that an agreement in a given building, to deal with a discussible topic in a given way, does not apply to any other building. Neither does it eliminate the duty to discuss that topic as it applies to other buildings in the school corporation. Item F is important for a successful evaluation and determination if the process is working. If the process does not work, then Association involvement should be considered.

3. JOINT COMMITTEE ON SCHOOL-BASED CONTINUOUS IMPROVEMENT COUNCILS

This section sets forth the duties and powers of the Joint Committee on School-Based Continuous Improvement Councils. This is the corporation-wide committee that is comprised of the Association president and an employee appointed by the president, and the superintendent of schools, and an administrator appointed by the superintendent. To summarize, this committee’s job is to help avoid violations of the collective bargaining agreement, school board policies and practices, and to assist in finding constructive solutions to problems and conflicts that may arise. Again, annual evaluation of the work and operation of the Joint Committee should be considered as to determine if the Association involvement and the process should be continued.

3A. JOINT COMMITTEE ON SCHOOL-BASED CONTINUOUS IMPROVEMENT COUNCILS

The rationale for this item is the same as for Section 1, E.
3B. **JOINT COMMITTEE ON SCHOOL-BASED CONTINUOUS IMPROVEMENT COUNCILS**

This provision is not meant to encourage waivers of the collective bargaining agreement. It is meant to acknowledge that such waivers may occasionally be necessary and ensures that only the highest officials in the Association can make this decision.

An example of a waiver that might be necessary: a building decides to use its funds to hire an employee to provide special reading instruction. Additionally, this employee will come to work at noon and will work until 7:00 p.m. There will be a need to waive collective bargaining agreement provisions that set the work day as being between 7:45 a.m. and 3:30 p.m. in favor of a substitute measure that sets this employee’s work day as being from noon until 7:00 p.m. It might also be advisable to waive a requirement for a duty-free lunch between 10:00 a.m. and 2:00 p.m. in favor of a substitute provision for a meal break of forty-five (45) minutes sometime between 4:30 p.m. and 6:30 p.m.

3C. **JOINT COMMITTEE ON SCHOOL-BASED CONTINUOUS IMPROVEMENT COUNCILS**

The same rationale as that for Paragraph B, above, applies here.

3D. **JOINT COMMITTEE ON SCHOOL-BASED CONTINUOUS IMPROVEMENT COUNCILS**

The statute allows the Board to apply for these waivers. This section gives the Association some control over that process.

4. **SCHOOL IMPROVEMENT COMMITTEE WAIVER PROCESS**

Section 4 provides a detailed procedure for considering waiver requests. This section applies to all waiver requests.

B1 – describes what types of waivers are available.

B2 – ensures that the employees in the building requesting the waiver are really in favor of the waiver. This prevents a principal from seeking waivers on his / her own initiative.

B3 – requires great specificity in the waiver application. The written application also ensures that, at a later date, all involved can prove the purpose for the waiver.

B4 – limits the scope of any waiver.

B5 – ensures that both the Association and the Board know of, and approve, the waiver.

The SPECIAL NOTE is included in the collective bargaining agreement language for those local Associations who do not wish to include a waiver process in their collective bargaining agreements.
5. SCHOOL IMPROVEMENT APPEAL PROCESS

Even people who are working in good faith and with the best of intentions can sometimes be unable to reach a consensus on a given issue. It is best to agree, ahead of time, on how the parties will handle the situation. As suggested in the Special Note in the collective bargaining agreement language, Robert’s Rules of Order can be an excellent resource guide in these matters.

ARTICLE 8

ESEA CORRECTIVE ACTION
(No Child Left Behind)

1. Corrective Action

A. Adequate Yearly Progress

1. In the event that a school is considered to have failed to meet AYP under the Elementary and Secondary Education Act, the Board agrees to the following procedures that will be implemented in order to comply with the corrective action that is required.

Second (2nd) Year of School Improvement

If a school fails to make AYP for three (3) consecutive years and is placed in a “second (2nd) year of school improvement,” the Board agrees that no employee shall be displaced as a result of the Board’s decision to provide supplemental services.

2. First (1st) Year of Corrective Action

a. If a school fails to make AYP for four (4) consecutive years and is placed in the “first (1st) year of corrective action,” the Board shall not replace or transfer employees that have been deemed “relevant to failure” under AYP.

b. The Board shall not extend the employee’s school day or school year except by mutual agreement of the Board and the Association.

c. In the event the Board considers implementing a new curriculum, the Board and the Association shall have an equal number of Association and Board representatives meet to construct a new curriculum to comply with the law.

3. Second (2nd) Year of Corrective Action

a. If a school fails to make AYP for five (5) consecutive years and is placed in the “second (2nd) year of corrective action,” the Board shall not replace or transfer employees that have been deemed “relevant to failure” under AYP.

b. The school Board shall not extend the employee’s school day or school year except by mutual agreement of the Board and the Association.
c. In the event the Board considers implementing a new curriculum, the Board and the Association shall have an equal number of Association and Board representation meet to construct a new curriculum to comply with the law.

d. In the event the Board considers reopening a school as a charter school, this school will be considered a conversion charter of the corporation as established under IC 20-24-1, and all rights, benefits, and obligations under the collective bargaining agreement shall apply.

e. In the event the Board considers turning the impacted school over to the state of Indiana for management, the Board shall not abdicate its rights and responsibilities to enforce the collective bargaining agreement.

f. Under no circumstances shall a private management company be permitted to take over any impacted school in the corporation.

g. Should the Board consider “major restructuring” or “reconstitution” of the impacted school, a joint committee of Association representatives and Board administrative representatives shall meet to agree on the implementation of the restructuring.

2. ESEA Report Cards

A. Prior to the release of an ESEA School Report card required under 20 USC 6301 et seq., an equal number of Association representatives and Board administration representatives shall determine if additional information shall be included beyond the legal information requirement established by ESEA.

B. All employees shall be trained at the corporation’s expense on use and construction of the school report card.

C. Data released through the school report card shall not be included in an employee’s evaluation or personnel file.

3. ESEA Highly Qualified Teachers

A. The Board shall not initiate the release of the name(s) or grade level(s) of employee who are deemed to be highly qualified. Nor shall the Board release the name(s) or grade level(s) of those employees who are not considered highly qualified.

B. The Board shall not use funds received under the ESEA of 2001, USC 6301 et seq., for tenure reform programs, testing of employees, or merit and differentiated pay programs.

C. The Association and the Board shall jointly develop all professional development programs required under ESEA.

D. Attendance by employees at all professional development required under ESEA shall be compensated at the employee’s professional hourly rate. (See other articles and sections of the collective bargaining agreement for such definition.)
4. **Supplemental Services**

A. Employees may not be assigned to work assignments or responsibilities that require a license or certification which the employee does not hold.

B. An equal number of Association representatives and Board representatives shall develop the process to be used for any tutoring program required under ESEA or IC 20-19-2-11.

C. No employee may be evaluated by comments or information provided by a tutor required under ESEA or IC 20-19-2-11.

D. There shall be no subcontracting of bargaining unit work.

E. Employees, who meet with tutors after the regular school day or design a student’s achievement goals and timetables, will be paid for the work, after the regular school day and at their professional hourly rate. (See other articles or sections of this collective bargaining agreement for such definitions.)

F. All tutoring positions, created by the Board that become a supplemental service provider, shall be licensed by the Indiana Professional Standards Board and included in the bargaining unit.

G. An ESEA choice transfer student shall increase no employee’s class size until the Association has discussed and negotiated the process to be used.

5. **ESEA General Provisions**

A. The Board shall apply for all available money under ESEA for professional development activities designed to enable all bargaining unit members to meet ESEA requirements.

B. An equal number of Association representatives and Board administration representatives shall determine how all professional development monies received under Title II are to be used.

C. The Board shall receive a signed assurance from the Association president that the Association has participated in all program activities and expenditures of funds prior to signing the Indiana Department of Education Statement of Assurance Form, or other such forms.

D. Any “outside experts” needed to help the school in corrective action shall be chosen jointly by the Association and the Board.

**RATIONALE**

**ARTICLE 8**

**ESEA CORRECTIVE ACTION**

*(No Child Left Behind)*

Collective bargaining agreements must have protections for employees from the provisions that may be imposed by the Elementary and Secondary Education Act (ESEA) requirement of Adequate Yearly Progress (AYP), School Improvement, Corrective Action, and general provisions.
1. ESEA Corrective Action

A. AYP requires that, in the second year (2nd) of School Improvement, a Title I school offers supplemental services. We must see that collective bargaining agreement rights of seniority, transfer, and RIF ensure that no employee be displaced by a tutoring program required by ESEA.

B. Corrective Action is the most severe for a Title I school. Changes can include replacing, transferring employees, structure of the day, and a new curriculum. If any of these are required, the Association must have an equal say in determining the action and all negotiated collective bargaining agreement rights must be honored. ESEA cannot change negotiated collective bargaining agreement rights. For any curriculum changes, a committee of Association employees and Board representatives must be used. The Association should have no less than equal participation on these committees and the Association’s right to appoint employees must be ensured.

C. Corrective Action for Title I schools that fail to make AYP for five (5) consecutive years and two (2) years of corrective action include the consideration of reopening the school as a charter school, or a major restructuring of the school. If the school becomes a charter school, the charter school must become a conversion charter and honor all rights established by the collective bargaining agreement. The Association must have language that would not allow a private management company to take over a school. Under all considerations of major restructuring, the Association and the Board must jointly determine the best direction for change. If the Board turns the school over to the State, the Board must honor all of its collective bargaining agreement responsibilities.

2. ESEA Report Cards

Under the ESEA, every school must publicize a school report card for the public to view. The report card must be in a format that is understandable and easy to read by the general public. It is very important that the local Association has input into the creation of the report cards and employees be trained on interpreting the content of the data released to the general public. The Board should pay for all expenses for the report card training of the employees. The Association and the Board should jointly determine if any other data beyond that required by ESEA be released. Also, evaluation and personnel information must not be included in the report card.

3. ESEA Highly Qualified Teachers

This provision of ESEA presents the greatest opportunity by the Board to begin merit pay and bonus provisions for newly hired, or most needed, employees. Under no circumstances should the Association agree to merit pay, bonus pay, or most needed pay programs. The Association should also use the provision of the “Highly Qualified Teacher” language to demand professional development training. The collective bargaining agreement should provide for protection to see that listings and publications do not include personal names of the “highly qualified teachers.”

4. Supplemental Services

Supplemental services include tutoring, and choice programs for Title I schools that fail to meet AYP. ESEA tutoring programs are not to be provided during school hours. A school district
that has not met AYP and is in the second (2nd) year of school improvement must begin to offer tutoring services. It is very important that language be included in the collective bargaining agreement to protect employees from actions involved in tutoring programs. Employees will be required to work with tutors of Title I students. Also, student achievement goals and timetables must be developed. No employee should be required to complete a Title I student’s achievement goals and timetable during the regular school hours. If the employee volunteers for the work, they should be paid to complete them at their professional hourly rate. Also, choice programs are mandated for AYP failure schools and require up to fifteen percent (15%) of Title I money to be used for transportation costs to implement choice programs. The Association should be involved in the design and implementation of both of these programs. Language is included in the guide to begin the process of negotiating collective bargaining agreement language.

5. General Provisions

A. Any program that is required by ESEA must be paid by the Board, including training and professional development required for employees.

B. Title II money should be carefully monitored as it can be used by employees for professional development.

C. The Association must become an equal partner and have equal say in all aspects of ESEA.

D. ESEA allows for “outside experts” to be used by schools that have been identified for corrective action. The Association must be an equal partner in choosing any “outside experts.”

ARTICLE 9

BEGINNING EMPLOYEE INTERN PROGRAM

A. Acceptance of the position of mentor shall be completely voluntary on the part of the mentor. Each employee agreeing to serve as a mentor shall be given at least thirty (30) minutes of released time each two (2) weeks for the purpose of observing the classroom activities of the beginning employee. Such released time shall be in addition to the mentor’s normal preparation time. Such released time shall also be flexible so that the mentor can observe the beginning employee in different classroom settings.

B. No mentor shall be required to work beyond the contractual workday. Any work performed beyond the contractual workday shall be strictly voluntary and at the professional discretion of the mentor as the mentor deems necessary and appropriate.

C. Each employee agreeing to serve as a mentor shall receive the following compensation:

   1. the statutory amount per intern plus;

   2. the employee’s professional hourly rate of pay (annual salary divided by 180 divided by 6) for each hour worked beyond the contractual workday. A log of such compensable hours shall be submitted to the principal each Friday. Compensation for such hours shall be included in the next paycheck following submission of the hours to the principal.
D. The Board hereby agrees that the relationship of the mentor to the intern and advisor to the intern is a confidential relationship and the mentor, intern and advisor shall be treated by the Board under this agreement as possessing privileged information concerning the intern’s performance which information, whether oral or written, may not be divulged to any party or person including, but not limited to, the Board, building principal, superintendent or other employees without the consent of the intern. It is agreed by the Board that this privilege, created by this section, belongs to the intern and may be waived only by the intern.

E. The Board hereby agrees to hold harmless each mentor for any alleged or proven educational malpractice, negligence on the part of an intern or other cause whatsoever. The Board further agrees to pay all legal costs incurred by the mentor in defending against any accusations arising out of the performance of the mentor’s duties as a mentor. The mentor shall be free to select the mentor’s own attorney.

F. The following procedure shall be implemented in the selection of mentors.

1. Mentor candidates may be nominated by principals, peers, or the mentor candidates may nominate themselves.

2. Nominees who wish to be considered will complete the application form provided.

3. Selection of mentors to be placed in the mentor pool shall be made by a committee composed of three (3) employees and two (2) principals. The employees shall be appointed by the Association president. The principals shall be appointed by the superintendent.

4. Employee members of the committee shall not be current applicants for a mentorship; but, they must meet all of the criteria for mentors.

5. Principal members of the committee shall be principals in schools where there is at least one (1) beginning employee, where possible. There shall be one (1) elementary principal and one (1) secondary principal on the committee.

6. The committee shall place employees in the mentor pool who have at least five (5) years of teaching experience. Mentors shall be matched with beginning employees based on the following factors, ranked in order of priority:

   a. teachers in the same building with the beginning employee;

   b. teaches at the same grade level as the beginning employee;

   c. teaches similar subjects as those of the beginning employee; and

   d. seniority.

G. Mentors shall not be evaluated based on performance as a mentor.

H. Mentors shall not evaluate beginning employees for the purposes of determining success or failure in the internship program, or for retention in the corporation as an employee.
I. A beginning employee participating in the internship program shall be afforded all of the rights afforded to any other employee, for all purposes, under this collective bargaining agreement and under IC 20-28-6-1 and IC 20-29-1.

J. The principal shall evaluate the beginning employee’s performance on, or before, October 30, December 20, February 28 and April 20. An evaluation conference shall be held for each period and, at the request of the beginning employee, the mentor and/or advisor may attend the conference.

K. After each evaluation period, the principal shall inform the beginning employee whether or not the beginning employee would be recommended as successfully completing the internship and retention as an employee. In the event either response is negative, the principal must give specific suggestions of what improvements the beginning employee must make in order to successfully complete the internship and/or be retained as an employee.

L. Each beginning employee shall be given thirty (30) minutes of released time during every two-week (2) period for the purpose of observing another employee’s class. Such released time shall be flexible to allow the beginning employee to observe a variety of classroom settings. Such released time shall be in addition to the beginning employee’s regular preparation time.

M. No beginning employee shall have more than twenty (20) students in any one class.

N. In the event that a beginning employee participates in a second year of an internship program, the Board shall provide an individualized assistance plan for that employee. The beginning employee and the beginning employee’s mentor shall be involved in the development of the plan.

RATIONALE

ARTICLE 9
BEGINNING EMPLOYEE INTERN PROGRAM

515 IAC 1-5-1 to 7 requires the institution of internship programs in every school corporation. Clearly, this program is not subject to the provisions of Sections 4 and 7 of IC 20-29-1. 515 IAC 1-5.3(m) states “Implementation of and participation in an internship program is not a subject of: (1) bargaining under IC 20-29-6-4 or (2) discussion under IC 20-29-6-7.”

This does not mean that Boards are prohibited from bargaining these topics, but simply that such bargaining is not mandatory. It also means that it is not a mandatory subject for discussion. The Association must take the same position on this as it has on bargaining Section 7 items: We can do it, but we must persuade the Board. The sample language recommends important things:

1. it protects the due process rights of the mentor and intern and;

2. it protects the confidentiality of the relationship between mentor and intern.

3. it insures compensation for each intern mentioned and the ability to opt out and/or limit involvement.

In light of the absence of protections in the law, we must bargain those protections. In fact, there is the potential in the law for total disregard for the rights of the intern, and we must not allow that kind of treatment for our employees.
ARTICLE 10

REDUCTION-IN-FORCE / RECALL

A. A reduction-in-force (RIF) shall be defined as the elimination of, reduction of, or failure to fill a bargaining unit position. Attrition (i.e. resignation, leave of absence, retirement, death or disability) shall be used before any employees are reduced in force.

B. No employee shall be reduced in force in whole, or in part, or reduced in hours or pay as a result of the implementation of a “public school choice” option provided by ESEA of 2001, 20 USC 6301 et seq.

C. If the Board determines a RIF may occur, the Board shall notify the Association in writing not less than six (6) months prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF, the position(s) to be reduced, eliminated or not filled, the name(s) of the employee(s) to be affected, the date of the Board’s action to implement the RIF and the effective date of the RIF.

D. Within ten (10) days of receipt of the notification, representatives of the Board and the Association shall meet to review the proposed RIF. The parties agree that a RIF will be the last possible alternative considered.

E. In the event of a RIF, or recall after layoff, the following criteria as listed below shall be the sole determinants:

   1. seniority, and
   2. certification.

F. Seniority is defined as the employee’s length of continuous service in the bargaining unit from the employee’s date of last employment in the ________________ School Corporation and is not interrupted by approved leaves of absences. For the purpose of this section, service on a Temporary Teacher’s Contract that is contiguous with service on another Temporary Teacher’s Contract or on a Regular Teacher’s Contract shall qualify as continuous service and shall be included when computing the employee’s seniority.

G. Employees will not be given credit towards years of seniority for time employed outside the bargaining unit, for purposes of a reduction in force within the bargaining unit or a recall within the bargaining unit. Only employment within the bargaining unit will be credited to seniority for these purposes. The Board agrees not to alter the terms of the Regular Teacher’s Contract when it is used to employ persons outside the bargaining unit, by deleting the provision which states that agreements arrived at under the terms of IC 20-29 shall be in full force and effect between the Board and a person employed outside the bargaining unit.

H. When two (2) or more employees have the same length of service, the employee that signed the employee’s individual contract with the Board on the earliest date shall be considered senior. If two (2) or more employees signed their individual contracts on the same date, then the employee with the earliest birth date shall be considered senior.
I. One corporation-wide seniority list, based on service with the corporation as of June 30, 20___, shall be established. This list shall contain the names and dates of signed initial contracts and all areas of certification for all employees, including employees on official leaves of absences. Such list shall be posted on or before September 1st each school year. Challenges to seniority placement must be received by October 15, sent to the superintendent or his/her designee with a copy to the Association. The Board and the Association shall meet to attempt to resolve any challenges. Any unresolved disputes shall be subject to arbitration, Grievance Procedure, Step Three. The final seniority list shall be posted in each faculty lounge and kept current by the local Board.

J. An employee whose current assignment is not available due to a RIF shall be allowed to displace the employee in another assignment, in accordance with the criteria specified in Section E.

K. Employees who have been laid off will be recalled on the basis of seniority with the employee with the most seniority on layoff being called back first using the criteria specified in Section E of this article.

L. An employee on layoff shall remain on the recall list so long as the employee expresses the employee’s desire to do so to the Board at least once per year, in writing. If the employee fails to report for work within thirty (30) days after receipt of a written notice of recall to work after a layoff given by the Board, by registered or certified mail addressed to the employee at the employee’s last address appearing on the records of the Board, the employee shall forfeit recall rights except that an employee who is employed in another school corporation at the time of recall shall be allowed to complete the employee’s contractual obligation before returning. In the unforeseen event that an employee is unable to return within the thirty (30) day time limit because of illness or physical incapacity, such employee shall return as soon as the employee is released from the employee’s doctor’s care.

M. An employee on layoff shall have the right to continue to participate in group insurance plans. The employer shall continue to contribute on the same basis as it contributes for other employees.

N. Any employee who is laid off shall be offered daily substitute positions according to seniority at the per diem rate that they would have achieved had they remained in the school corporation as regular employees for that school year. The refusal to accept substitute work shall not be construed as a refusal to accept suitable work for purposes of unemployment compensation.

O. Upon the Board’s determination that a RIF is necessary, the Board shall implement the following:

1. The Board shall notify all employees who will have positions for the following school year and who have assignments which employees who are designated to be laid off are certified to teach that, they, too, are eligible for voluntary layoff. Employees eligible for voluntary layoff shall notify the Board of their acceptance of consideration for such voluntary layoff within ten (10) days of receipt of notification of eligibility.

2. Should an employee elect to take a voluntary layoff, the employee will receive the difference between the employee’s salary and the salary of the employee who would have been laid off. Payments shall be made on the regular payroll schedule.

3. An employee on voluntary layoff shall accrue and retain all rights and benefits under the collective bargaining agreement not already specified herein, as if they remained a full-time employee.
4. The most senior employee(s) opting for voluntary layoff shall receive preference in the selection of the position the employee shall take on the layoff list.

5. Should a vacancy occur, during the regular school year, the employee on voluntary layoff may elect to return to either the newly vacant position or the position they would have had if they had not elected to take a voluntary layoff. If a surplus of employees continues to exist for subsequent school years, the employee on voluntary layoff may choose to reapply for voluntary layoff at the then current compensation level or displace the least senior employee who has a position for which they are certified and return to regular status.

RATIONALE

ARTICLE 10

REDUCTION-IN-FORCE/RECALL

Reduction-in-force (hereafter referred to as “RIF”) should be the last alternative considered by a Board in addressing a serious problem facing that Board. To that end, when the Board is considering implementing a RIF, it should notify the Association well in advance in order that dialogue can begin which will provide an opportunity to search for alternative solutions other than RIF. Depriving employees of their jobs is a very drastic remedy to a serious problem and alternatives to that action must be thoroughly explored. If, indeed, RIF appears to be the only unavoidable solution, then it is imperative that the Association be involved in the decisions on what positions may be eliminated through attrition, which positions may require active layoffs, how those layoffs are to be accomplished (whether through involuntary leaves of absence, suspensions of contracts, etc.) and who will be affected.

The model collective bargaining agreement language is based on the premises that:

A. Experienced employees who have passed state and local evaluation tests are retained over unproven and/or less experienced teachers.

1. The chances that employees would be RIFed for non-educational “political” reasons are lessened when certification and seniority are used as the sole criteria for the RIF. It should be noted that this is a necessary process because of a professed need on the part of the Board to have fewer employees. It is not a process to eliminate unqualified or ineffective employees.

2. Less senior employees are likely to have more flexibility in terms of:

   a. increased mobility-less established within the community (fewer family ties, etc.);
   b. ability to retrain in job shortage are within and outside of education; and
   c. more able to secure other jobs at or near entry levels which are closer in pay to their last pay.

B. Knowledge that satisfactory corporation service and proper certification provides job stability, which increases employee morale and teaching efficiency.

C. Since RIFing based on seniority and certification is objective rather than subjective, it lets employees know where they stand and permits better personal career planning. Given the increasing tendency of some employers to repeatedly employ using the Temporary Teacher’s
Contract provision for service on these contracts, under certain conditions, to count toward seniority standing is only fair.

D. RIFing based on seniority and certification is easier to administer since it puts less “political” pressure on the Board.

E. Seniority is the most common criteria used as RIFing protection in both the private and public work sectors.

F. RIFing procedures with recall rights provide less senior employees with a means to bring back to the school corporation the youth and diversity needs of the education community.

**Credit for Time Employed Outside the Bargaining Unit (Section G)**

Russell Phillips was employed by Caston School Corporation as a principal for seventeen (17) years. Each year, he signed a Regular Teacher’s Contract. The Board initially included his name on the seniority list for RIF purposes; but, the Association complained that his service as a principal should not count as seniority in a RIF.

The matter was taken to court on a request for a declaratory judgment. The Indiana Court of Appeals found in favor of the principal. It noted that part of the Regular Teacher’s Contract states that it is agreed by the Board and the employee that collective bargaining agreements arrived at under the terms of IC 20-29-1 shall be construed to be a part of the employees’ Regular Teacher’s Contract. The Court of Appeals held that, because Phillips had signed a Regular Teacher’s Contract each year, Phillips was entitled to all of the benefits of the collective bargaining agreement, including the definition of seniority.

The Court of Appeals noted that and Indiana statute requires Boards to use a Regular Teacher’s Contract as the basis for a principal’s contract. Significantly, the Court of Appeals added that, “However, the Statute allows alterations to the contract which are not inconsistent with the chapter.” The Court pointed out that the Caston School Corporation’s Board had made no such alterations.

The collective bargaining agreement language suggested will have the effect of excluding principals from a seniority list created by the collective bargaining agreement. The second paragraph suggested herein is important because it will ensure that the Board will, in fact, alter the Regular Teacher’s Contract when used to employ administrators.

Administrators at the bargaining table will be the beneficiary of the Caston case. In effect, it gives them all of the rights they have under their administrative employment agreement, plus all of the rights under the collective bargaining agreement. Consequently, administrators will not be anxious to accept this language. However, Boards will be extremely reluctant to see their administrators have two separate sets of rights, which may well be inconsistent. Boards may well be in favor of altering the Regular Teacher’s Contract when it is used for administrators. Thus, it is helpful to convey this message directly to Boards.

The Indiana School Board Association may support the view that administrators’ contracts should not include collective bargaining agreements.

-Caston School Corporation vs. Phillips 688 NE 2nd 1315 (1997)
ARTICLE 11

VACANCIES AND TRANSFERS

A. All vacancies in current positions or newly created positions, including administrative and extracurricular positions, shall be posted by the Board. These notices shall be posted in the offices and faculty rooms of all buildings not less than thirty (30) days prior to the filling of the vacancy. Beginning March 1 of each school year, and each fifteen (15) working days thereafter, the Board shall post in all school buildings all known vacancies which shall occur during the following school year. These notices shall include the job qualifications, the effective date of vacancy, the kind of license necessary, the information concerning the securing, and the deadline for filing of, the applications.

B. Any employee with the certification required by law for the position may apply for the positions described in Section A of this article and all applications shall be given due consideration.

C. A “transfer” shall be defined as either a voluntary or involuntary change in: (1) building assignment, (2) grade level(s) included in an assignment in pre-K – 6, (3) subject area(s) included in an assignment, (4) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (5) special education assignment such as learning disability, emotionally impaired, etc.

D. Employees who desire a transfer, shall file a written statement of such desire with the Board on the form set forth in Appendix F.

E. No assignment of new employees to a specific position in the school system shall be made until action on all pending requests for transfer to that position has been taken.

F. Employees who have requested transfer shall be notified, in writing, by June 1, for the succeeding year or January 1, for the second (2nd) semester of the administration’s action on said transfer.

G. The Board shall notify any employee who requests such notice of any vacancies which occur during the summer. Employees desiring such notice must provide the Board with an address to which notice shall be sent. It shall be the responsibility of the employee to keep the Board informed as to any change of address during the summer.

H. The transfer of an employee shall be made on the basis of seniority. The employee with the greatest seniority, as defined in Article X, F, among those involved, shall be given the requested position. If a tie exists, then the “tie breaker” provisions in Article X. F shall be applied.

I. In the event the transfer is denied, the Board shall state the reason(s) in writing to the employee and to the Association. The employee and/or Association have the right to seek further clarification of these written reason(s).

J. When a reduction in the number of employees in a school is necessary, all volunteers shall first be transferred, after which transfer shall be made on the basis of seniority, those with the least seniority shall be transferred first.

K. Involuntary transfers shall only be made in cases of emergency. When involuntary transfers are necessary, lists of positions in other schools shall be made available to all employees being
transferred. In filling such positions, preferences shall be based on seniority. Employees with the
least seniority shall be transferred first.

L. No employee shall be involuntarily transferred in order to implement a school improvement plan
developed pursuant to the Elementary and Secondary Education Act of 2001, 20 USC 6301 et.seq.

RATIONALE
ARTICLE 11
VACANCIES AND TRANSFERS

The proposal for seniority rights to transfers is based on the belief that such rights bring two (2)
advantages to both employees and Boards:

a. If employees have a right to reasonably expect transfers, morale will be much higher. The
reverse is also true. Absent such expectations, and if outsiders are given preference over qualified, 
experienced employees, morale will necessarily lag.

b. The best teaching and learning environment comes when happy, enthusiastic employees are in
the classroom. The goals of the Association and Board must be to create the best possible educational
environment.

The proposal deals with qualifications in Section B. The Board’s usual argument is that they need
“flexibility” in making staffing decisions. The proposal gives them all the flexibility they need – the
right to turn down a request for transfer when the employee is not properly certified. The protection
for employees lies in the fact that such denial will not be arbitrary and capricious. The Association’s
position is that loyal service should be recognized and that senior employees should be given
preference of assignments unless they lack the proper certification.

ARTICLE 12

ASSOCIATION AND EMPLOYEE RIGHTS

A. Payroll Deduction for Membership

Any time after the beginning of the school year, the Association shall deliver to the Board the
names of employees who authorized payroll deductions and the amounts of membership dues and
other assessments of the Association, including the National Education Association and the Indiana
State Teachers Association. The Board shall deduct such sum in twenty-one (21) equal payments,
beginning with the next pay period after receipt of the names from the Association. Additional
names may be added any time until the end of the school year. In cases where there are fewer than
twenty-one (21) pay periods left, the amount shall be deducted equally from the remaining pay
periods. 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 July 15. Upon termination of an employee’s contract, the business office shall deduct all
unpaid Association dues from the remaining paycheck(s).
B. Other Payroll Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, insurance, or any other plans or programs approved by the Association.

C. Association and Employee Rights

The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in bargaining for mutual aid and protection. The Board further agrees that it shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by this collective bargaining agreement, laws of Indiana, or the Constitutions of Indiana and the United States, or the employee’s institution of any grievance, complaint or proceeding under this collective bargaining agreement.

D. No Restriction on Rights

Nothing contained herein shall be construed to deny or restrict to any employee rights the employee may have under the Indiana General School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

E. Exclusive Use of Facilities

The Association, as the exclusive representative, shall have the exclusive right to use: school facilities for meetings, mailboxes; any equipment including computers, word processors, fax machines, duplicating equipment, calculating machines; and all types of audio visual equipment; and to use the email, Internet, LAN System, or any other electronic means of communication on the Board’s computer programs; to post notices of activities and matters of Association concern on employee bulletin boards, at least one (1) of which shall be provided in each school building.

F. Association President to Visit Buildings

The president of the Association, or the president’s designee, shall be allowed to visit schools to investigate working conditions, employee complaints, problems, or for other purposes relating to Association affairs without loss of pay or other benefits.

G. Telephone in President’s Room

The president of the Association shall have a telephone installed in the president’s workstation by the Board.

H. Provide Data and Communications to the Association

The Board agrees to furnish to the Association, upon request, information concerning the financial resources of the corporation including, but not limited to, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, including agendas and minutes of all Board meetings, treasurer’s reports, names and addresses of all employees, salaries paid thereto and educational background. The Board further agrees to furnish to the Association copies of all forms required by state agencies such as, but not limited to, the
State Board of Accounts, Department of Education, and the State Board of Tax Commissioners, on the same date required by such agencies. The Board further agrees to furnish the Association with five (5) copies of all Board agendas, supplementary material given the Board, and official Board minutes at the same time as it is made available to the Board.

I. Release Time for Association Exclusive Representative Duties

When the president, or the president’s designee(s), engages in Association activities directly relating to the Association’s duties as exclusive representative, the Association’s representative shall be given such time without loss of pay.

J. Association Access to New Employees

The Association shall have two (2) hours on the agenda of the Board’s orientation program for new employees. This time will be planned exclusively by the Association and include the lunch hour.

K. Non-Discrimination

1. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.

2. The provisions of this collective bargaining agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, physical disability, political activities, family relationship, sexual orientation, or marital status.

3. Violations of 42 USC 2000e et seq. (Title VII), 29 USC 621 et seq. (Age Discrimination in Employment Act), and 42 USC 12101 et seq. (Americans with Disabilities Act) by one of the parties to this collective bargaining agreement are considered violations of this collective bargaining agreement and are subject to the grievance procedure contained in Article II.

L. Association First on Board Agenda

The Board shall place the Association on the agenda of each regular Board meeting as the first item for consideration under “new business.”

M. Exclusive Rights

The rights and privileges of the employees’ organization and its representatives, as set forth in this article, shall be granted only to the Association as the exclusive.

N. Discovery in Tenure Hearings

Option One.

The Board and the Association agree that in connection with a hearing to consider a suspension without pay or the cancellation of the contract of permanent or semi-permanent employee, the employee will be entitled to engage in discovery as described by Rules 26-36 of the __Indiana Rules of Trial Procedure. The Board and the employee will make a good faith attempt to complete this discovery within the time sequence established by Indiana law for suspension without pay and consideration of cancellation of the contract of a semi-permanent or permanent teacher. Protective
and other orders shall be obtained first from the Board. If no agreement can be reached in regard to
the scope of discovery, or the time limits, a resolution may be obtained in a court of general
jurisdiction in the county in which the school corporation is primarily located.

Option Two, in the alternative.
The Board and the Association agree that before any hearing to consider the suspension without
pay or the cancellation of the contract of a semi-permanent or permanent employee, the employee
will be provided with a full statement of the reasons for the proposed suspension or cancellation of
the contract, including full and complete information supporting the reasons given for the proposed
cancellation. If the Board intends to present evidence from witnesses who are not employees of the
Board, the employee is entitled to take a sworn statement of the witness before the hearing.

RATIONALE
ARTICLE 12
ASSOCIATION AND EMPLOYEE RIGHTS

Organizational Rights in General – Responsible employers and employee organizations have a mutual
respect for the employment relations process which results in high morale and productivity for the
Board and good working conditions and benefits for employees. The respect exhibits itself through the
Board and employee organization knowing that the organization must have access to organization
rights in the workplace and the organization using those rights reasonably.

Boards know that a good working relationship will exist when employees know their rights.
Employees must also know that the Board respects those rights and is willing to stand the test of its
administrative actions through open communications. Employee organizations know that their
employees need to know how their organization views events, decisions, actions which have an impact
on conditions of employment.

Employee organizations may also support Board actions. This responsible and needed support may
cause employees to become angry with their organization. An employee organization can be
responsible if it has organizational security provisions in its collective bargaining agreement.

A. Payroll Deduction for Membership

Payroll deduction is a service to employees who desire to be members of their employee
organization. The service makes it easier for employees to pay dues and is, therefore, an
economic benefit. Public Law 217 calls for payroll deduction.

Employees should be able to sign up after the initial enrollment date. Employees come in to
the school district at all times and should be able to receive payroll deduction. There should be
no penalty for signing up late.

The initial authorization should be satisfactory until the employee says they want out. After
discussion with the Association, the employee should be able to withdraw. An employee signs
up for one year, or is a continuing member. Association budgets and services are obligated to
that employee for one (1) year. An employee who leaves the system will expect representation
should any problem arise over their benefits after they leave.

Monthly submission of dues to the Association treasurer is a good business practice.
B. Other Payroll Deductions

It is an economic benefit for employees to have deductions for specific services. Better management of personal budgets accrues from this service. The Association should approve the programs so it can be aware of benefits being offered.

C. Association and Employee Rights

The Board should be willing to openly state that it believes in the rights of employees to be represented. This provision “clears the air” for employees and communicates to them that the Board believes in an openness with employees and the employees’ representatives. The Board and the Association are acknowledging that differences will occur; but, respect for the employment relations process exists and no one will suffer for “using” the process.

D. No Restriction on Rights Granted by Law

Employees have rights granted by the United States and Indiana Constitutions as well as rights granted by federal and state law and also rights from regulations established by government agencies. The Association intends that those rights be maintained and improved through language in this collective bargaining agreement.

E. Exclusive Use of Facilities

The facilities and equipment will be used by the Association to meet and communicate with employees about issues affecting them. Informed employees are better employees.

F. Association President to Visit Buildings

Direct contact with the Association president is important to employees. Many problems can be solved, to the advantage of everyone, through quick attention. Both the Board and the Association should want the issues resolved quickly and fairly. The Association should not have to bear the entire financial burden to resolve problems when the resolution benefits both parties and students.

G. Telephone in President’s Room

Many Boards have already done this. Such access allows better communications between the parties. Problems are solved more quickly and better relationships result.

H. Provide Data and Communications to the Association

Better relationships occur when the parties operate from the same information base.

I. Release Time for Association Exclusive Representative Duties

The Association needs time to perform its duties and responsibilities as exclusive representative. This will benefit both parties. The Association will pay other expenses (mileage, meals, etc.) so the Board should be willing to grant release time without loss of compensation.
J. **Association Access to Employees**

New employers need to see and get acquainted with the Association that will represent their professional interests.

K. **Non-Discrimination**

Keeping these issues out front reminds the very few that would discriminate that both parties will not accept discrimination of any kind. Since Boards maintain that they do not discriminate, they will have no difficulty agreeing upon this language.

L. **Association First on Board Agenda**

Placing the Association first on the agenda is a commitment to the Association as the exclusive representative. By allowing the Association to voice school employee issues that have not otherwise been resolved, the Board demonstrates its commitment to resolving employee concerns.

M. **Exclusive Rights**

Competition among employee groups is not good for education. The Board and the Association should be interested in peace in the buildings. A good working relationship with the Association can further that peace.

N. **Discovery in Tenure Hearings**

For the past twenty (20) to twenty-five (25) years, the Indiana Supreme Court has had a Rule 28F which states that whenever a hearing is going to take place before an administrative agency, the parties are entitled to engage in discovery. Discovery means depositions, interrogatories, motions to produce documents, and similar requests which are described in rules 26-36 of the *Indiana Rules of Trial Procedure*. Pursuant to Supreme Court Rule 28F, in dismissal hearings, and suspension hearings for permanent and semi-permanent teachers, discovery has been allowed. Occasionally, a Board refused to engage in discover; but, a local trial court judge would order it.

On January 13, 2004, in a case entitled *Board of School Commissioners of the City of Indianapolis vs. Walpole*, the Indiana Supreme Court ruled that a school board hearing under PL 110 on the termination of an employee does not qualify as a hearing before an administrative agency. The Supreme Court was required to distinguish two Court of Appeals decisions in reaching that decision. The Supreme Court also held that the General Assembly did not intend to include formal discover in the thirty (30)- to forty (40)- day-window period provided for cancellation or suspension of a permanent or semi-permanent teacher’s contract.

Under the Supreme Court decision, the Board is not required to engage in discovery.

There is a federal constitutionally protected right for an employee in these circumstances to know the charges against him/her and to be allowed to prepare a defense. If the Board provided no information whatsoever, it could be a violation of a federal constitutional provision.
However, IC 20-28-7-13 is an Indiana statute which allows an exclusive representative to bargain changes to PL 110. Therefore, a bargaining representative and a Board can agree to supplement the terms of PL 110 by adding the right to discovery. Option One is the best possible language. It largely reiterates the language of the Supreme Court’s Rule 28F. However, Boards are usually unwilling to adopt unnecessary requirements as part of PL 110.

Option Two is a fall-back position. As presently written, PL 110, IC 20-28-7-3 to 5 provides that an employee is entitled “to a full statement of the reasons for the proposed cancellation of the contract” at the hearing. Option Two moves that right to a full statement to a period before the hearing. Obviously, it is much more helpful to have a full statement of the reasons for a cancellation before the hearing begins rather than merely getting it at the beginning of the hearing.

Similarly, IC 28-27-7-8 to 12, the statute which deals with the contract rights of nonpermanent teachers, creates the right to a conference. The statute states that at the conference the Board “shall provide full and complete information supporting the reasons for the non-continuance” of the nonpermanent teacher’s contract. Option Two places this language in the portion of PL 110 dealing with permanent and semi-permanent employees. If nonpermanent employees are entitled to full and complete information, permanent and semi-permanent employees should have that same right.

**TALKING POINTS – DISCOVERY IN TENURE HEARINGS**

The following considerations may be helpful in convincing the Board’s bargainers that procedures for a PL 110 hearing should include full information to the employee before the hearing begins.

1. The right to know the evidence against one’s self is a uniformly accepted, deeply held, foundation of the American judicial system. No one would expect to walk into a criminal trial or a civil case without knowing what the other side’s case consists of.

2. The right to discovery before the hearing begins is part of the right to face one’s accuser. For example, if a Board is considering canceling an employee’s contract because of complaints made by parents or students, it is only fair that the employee know, before the hearing, what the complaints are. The parent or student may have ulterior motives for accusing the employees.

3. If employees are given the right to discovery before a dismissal hearing, the Board will probably extend that right to the administrators as well. It is the fair thing to do.

4. If the employee is advised of the full scope of the evidence before the hearing, it may lead to either a resignation by the employee or a settlement of the dispute. Disclosure of the information before the hearing will give the administration the advantage of being advised by the employee if there are serious discrepancies, errors, or mistakes in that information. It is not efficient for anybody for a hearing to start with evidence which has not been fully reviewed.

5. Although it does not provide for full discovery, the federal constitution protects the rights of a tenured employee to be given notice of the reasons for termination and an opportunity to present his or her own facts. If the Board does not provide information to the employee in regard to the evidence it intends to produce, it may violate federal
constitutonal requirements. An error by the Board in the procedures used to terminate an employee can lead to an award of back pay and attorney’s fees.

ARTICLE 13

SCHOOL CALENDAR

A. The maximum school year shall not exceed one-hundred-eighty (180) days for students and employees.

B. For the term of this collective bargaining agreement, the school calendar shall be as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Number of Days of Instruction Duty</th>
</tr>
</thead>
<tbody>
<tr>
<td>New employees report for duty</td>
<td>August</td>
<td></td>
</tr>
<tr>
<td>All employees report for duty</td>
<td>August</td>
<td></td>
</tr>
<tr>
<td>Classes commence</td>
<td>August</td>
<td></td>
</tr>
<tr>
<td>First Monday in September (Labor Day) – Public Holiday</td>
<td>September</td>
<td></td>
</tr>
<tr>
<td>Second Monday in October (Columbus Day) – Public Holiday</td>
<td>October</td>
<td></td>
</tr>
<tr>
<td>Classes Dismissed – In-service Training Program</td>
<td>October</td>
<td></td>
</tr>
<tr>
<td>Veterans Day – Public Holiday</td>
<td>November</td>
<td></td>
</tr>
<tr>
<td>Fourth Wednesday in November (Commence Thanksgiving Recess)</td>
<td>November</td>
<td></td>
</tr>
<tr>
<td>Commence Winter Recess</td>
<td>December</td>
<td></td>
</tr>
<tr>
<td>Classes resume</td>
<td>January</td>
<td></td>
</tr>
<tr>
<td>Martin Luther King Jr. Day – Public Holiday</td>
<td>January</td>
<td></td>
</tr>
<tr>
<td>Third Monday in February (Washington’s Birthday) – Public Holiday</td>
<td>February</td>
<td></td>
</tr>
<tr>
<td>Classes dismissed – In-service Training Program</td>
<td>March</td>
<td></td>
</tr>
<tr>
<td>Commence Spring Recess</td>
<td>Mar./Apr.</td>
<td></td>
</tr>
<tr>
<td>Last Monday in May (Memorial Day) – Public Holiday</td>
<td>May</td>
<td></td>
</tr>
<tr>
<td>Classes dismissed for summer</td>
<td>June</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

NOTE: This is an illustrative calendar that may be modified to meet local needs.
RATIONALE

ARTICLE 13

SCHOOL CALENDAR

The calendar should include only one-hundred-eighty (180) days and should spell out those days so that there can be no misunderstanding as to just what is expected of employees. IC 20-30-2-3 specifies the number of days – student days. It no longer is of any benefit to employees to be at work more days. Employee work days are bargainable.

ARTICLE 14

SCHOOL CLOSING

A. Schools shall be in session on each scheduled day unless civil authorities have declared a travel or similar emergency or unless the school officials have closed the school(s). Announcements of school cancellations and/or changes in the normal schedule shall be made as soon as possible, but no later than 6:30 a.m.

B. The Board shall apply for a waiver of the penalty imposed under IC 20-30-2-6 for any days on which school was canceled.

C. An employee who had previously arranged for leave on a day during which schools are closed shall not be charged for such leave.

D. If the start of a school day for students is delayed, or if a school day for students is ended early, the employees’ workday shall be adjusted accordingly.

E. If schools are closed by order of the Board, health authorities, or school cannot be conducted through no fault of the employee, the employee shall receive regular payments during the time schools are closed.

RATIONALE

ARTICLE 14

SCHOOL CLOSINGS

The required instructional year is a student year, not an employee year. From time to time, schools must be closed, or schedules changed due to inclement weather or other unforeseen circumstances. Employees should be notified as early as possible in this event. We agree that the Board must comply with state statutes as it relates to school closings and the instructional day and year. However, compensation and conditions of employment cannot be reduced.

We encourage the Board to seek a waiver so that all days missed do not need to be made up.
A. The parties agree that class size shall not exceed the following standards:

1. **Elementary**
   - Kindergarten: 22
   - First-Second Grades (1-2): 22
   - Third-Sixth Grades (3-6): 25

2. **Secondary**
   - Language Arts: 25
   - Social Studies: 25
   - Mathematics: 25
   - Science: 25
   - Language: 25
   - Business: 25
   - Industrial Technology Education: 20
   - Family & Consumer Sciences: 20
   - Music: 30
   - Art: 25
   - Physical Education: 30

*Sizes should be limited by work space availability

3. **Special Education**
   (See Article 16, D., 5 for these class sizes and caseloads.)

B. The Board shall apply for all available money under the Elementary and Secondary Education Act of 2001, 20 USC 6301 et seq. for reducing class sizes and shall use said money exclusively to lower class sizes below the maximum allowed under this collective bargaining agreement.

**RATIONALE**

**ARTICLE 15**

**CLASS SIZE**

Employees have long recognized the need for smaller classes, but the enactment of the “A+” program has pointed more certainly in that direction. This program provides for Prime Time resulting in reduce class sizes in Grades 1-3. All through these pages of the same collective bargaining agreement language manual you will find the need for smaller classes so that employees can do a better job, improve student achievement and ensure local school accreditation.
ARTICLE 16

WORKING CONDITIONS

A. The employees’ day shall commence at ____________ a.m., and end at __________ p.m..

B. All employees shall be entitled to a duty-free, uninterrupted lunch period equivalent to a regular class hour, but in no event less than fifty-five (55) minutes.

C. Faculty meetings may be scheduled only on the first (1st) Wednesday of each month provided that such meetings shall be canceled if unnecessary. These meetings shall be well planned and as brief as possible, but shall not exceed thirty (30) minutes in length, and shall not go beyond the end of the normal school day.

D. Every employee shall have at least a fifty (50) minute preparation period each day. This preparation period is not to be an extension of the present school day.

E. An elementary employee shall be provided at least two (2) separate fifteen (15) minute relief periods each day. One of the relief periods shall be in the morning and the other shall be in the afternoon. In addition, an elementary employee may use for preparation all time during which the employee’s classes are receiving instruction from other employees.

F. The Board shall make available in each school a lunchroom, restroom and lavatory facilities exclusively for employee use, and at least one (1) room furnished and ventilated for use as a faculty lounge.

G. Telephone facilities that provide confidentiality access shall be made available to the employees.

H. Off-street, paved parking facilities shall be provided, protected against vandalism, maintained and identified exclusively for employee use.

I. Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well being.

J. No employee shall be required to administer medicine, drugs, tests, or perform medical procedures on students, unless the employee is also a licensed medical professional. No employee shall be subject to discipline for refusal to administer medications, drugs, tests, or perform medical procedures on students.

K. A conference room shall be made available for parent-employee conferences.

L. The Board agrees to provide cleaning services for each school in order that the atmosphere is one conducive to good education as well as the comfort of both the student and the employee.

M. The Board shall provide multi-level and/or multi-text materials supporting instruction of the state standards, as approved and recommended by the State Department of Education, to ensure that each pupil in the classroom has adequate materials for the pupil’s own use.
N. The Board shall purchase textbooks and supplementary reading materials supporting instruction of the state standards for each classroom that contain the contribution of minority groups to the history, scientific and social development of the United States.

O. Each employee shall be reimbursed up to two hundred fifty dollars ($250.00) per school year for the purchase of consumable instructional materials, provided that requests for reimbursement are accompanied by proper documentation.

P. Upon request by the appropriate employees, the Board shall provide, at no cost to the employees, appropriate essential attire necessary to perform their work duties. Proper laundering or dry cleaning service for all of said items shall be provided, without charge, to the employees.

Q. The Board shall provide to the employees who work in more than one (1) school building an appropriate room and other facilities and equipment in each school in which they work to permit the effective discharge of their responsibilities to their pupils. Such employees shall also be assigned a single private classroom or office for their exclusive use outside of regular teaching hours, with a desk or other equivalent facility, and a place to store materials and supplies for their personal use.

R. Employees shall not be required to participate in extracurricular activities or accept extracurricular positions.

S. When school is not in session, each employee shall be given access to the building by arranging such access with the building principal.

T. Observation of an employee’s class by persons other than school administration personnel shall be allowed only after consent has been given by the building principal and the employee involved.

U. The Board shall provide transportation for classroom groups for field trips.

V. Employees shall not be required to do clerical duties such as supervising collections, student pictures, or to engage in any administrative tasks.

W. The Board shall preserve the educational sanctity of the classroom and keep all forms of classroom interruptions at a minimum. This shall apply to interruptions by public address systems and personnel. Interruptions shall be made only at a specified time during the day, except those of an emergency nature.

X. If a substitute employee is not available, an employee shall have the right to refuse to accept assignment to a class or a portion of any class other than the employee’s own. Any employee who accepts a class that requires the employee to forfeit the employee’s preparation period shall be compensated at one and one-half (1.5) times the employee’s professional hourly rate of pay.

Y. When, in the judgment of a school employee, it is necessary to search the person, locker, desk or other property of a student, the Board shall support the school employee and conduct such search.

Z. When a school employee reports a suspected case of child abuse, as required by statute, the school administrator who receives the report from the school employee shall within twelve (12) hours forward the report to the Child Protection Services. The school administrator shall also within twelve (12) hours of the initial report made by the employee, give the school employee written verification that the reported suspicion has been given to the Child Protection Service.
SPECIAL NOTE: Unless the school administrator meets the requirements of Section Z of this article, it is recommended a school employee contact Child Protection Services to verify the suspected case of child abuse was reported.

RATIONALE

WORKING CONDITIONS

A. Public Law 217 clearly identifies hours as a bargainable issue. The Fairfield unfair labor practice in 1975 stated that the number of hours an employee works is a bargainable subject. Therefore, the collective bargaining agreement should state specifically the beginning time and the ending time. This should be a definite hour, not a time based upon so many minutes longer than the regular students’ day. Language based on a student’s day allows the Board to expand the number of teaching hours of an employee. If employees are going to be required to participate in any other activities outside the regular school day, those activities and the number of hours included should be specifically stated in the collective bargaining agreement. This would include such things as attendance at a PTA meeting, parent-teacher conference and in-service training. Local Associations may want to add a sentence stating, “In no case shall the school day exceed seven and one-half (7.5) hours per day.” Committee meetings and employee group work are frequently scheduled before school, of after school by administrators. Employees need to be able to cite the collective bargaining agreement for the end of the work day.

B. Even though state law establishes a right for employees to have a thirty-minute (30) break between the hours of 10:00 and 2:00, some employees are still not receiving the thirty-minute (30) lunch break. It is necessary to establish the amount of time that each employee will have for lunch. When the language is in the collective bargaining agreement, employees can grieve the language and gain satisfactory resolution.

C. Language concerning employee meetings is necessary in those places where the building principal likes to meet with great regularity to read memos to employees. Employees have found that language greatly limits the right to have employee meetings has caused building principals to become much more efficient in writing materials and/or planning concise employee meetings.

D. Fewer contract hours and more preparation time are vital components of the new reforms under the “A+” program. Part timers need preparation, too. It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

E. No need to explain why “potty” relief is necessary. However, it is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

F. This provision addresses some basic physical needs that confront employees. It is necessary to have language in the collective bargaining agreement that guarantees
selected teaching conditions in order to be able to enforce such a provision through the
grievance procedure.

G. This provision addresses the employees’ needs to sometimes make confidential, private
telephone calls. It is necessary to have language in the collective bargaining agreement
that guarantees selected teaching conditions in order to be able to enforce such a
provision through the grievance procedure.

H. This provision addresses a basic physical need that confronts employees. Employees’
personal property and safety should be protected. It is necessary to have language in the
collective bargaining agreement that guarantees selected teaching conditions in order to
be able to enforce such a provision through the grievance procedure.

I. This language gives the employees the right to walk off the job when there are unsafe or
hazardous conditions. Otherwise, employees might be found to be insubordinate if they
were to refuse to perform their teaching responsibilities under unsafe and/or hazardous
conditions. No Board wants an employee injured on the job. Employees may have
knowledge of hazards unknown to the Board and should have the right to refuse orders
that could cause themselves harm.

J. This provision could be as detailed as the employees would like. However, the catch-all
provision at the end leaves open the possibility of other situations arising that the
employee could use his discretion to determine whether the situation requires him/her to
perform a duty that could expose him/her or others to health risks or a duty that should
be performed by a health care provider. It is necessary to have language in the
collective bargaining agreement that guarantees selected teaching conditions in order to
be able to enforce such a provision through the grievance procedure.

K. This provision addresses the need for a separate place available to meet and confer with
parents. A crowded classroom or an employees’ lounge does not present a professional
image to parents and diminishes the importance of their involvement. It is necessary to
have language in the collective bargaining agreement that guarantees selected teaching
conditions in order to be able to enforce such a provision through the grievance
procedure.

L. This provision addresses the need for a clean, safe teaching environment. It is
necessary to have language in the collective bargaining agreement that guarantees
selected teaching conditions in order to be able to enforce such a provision through the
grievance procedure.

M. The need for adequate support, including supplies, is a growing concern. It is necessary
to have language in the collective bargaining agreement that guarantees selected teaching
conditions in order to be able to enforce such a provision through the grievance
procedure.

N. The need for adequate support, including supplies, is a growing concern. It is necessary
to have language in the collective bargaining agreement that guarantees selected
teaching conditions in order to be able to enforce such a provision through the grievance
procedure.
O. The need for adequate support, including supplies is a growing concern. No employee should have to spend his own money for classroom supplies. It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

P. This language is to protect against financial loss to those employees who are often around teaching stations where there is the possibility of chemical spills or excessive dirt on clothing. Why should employees pay to have clothes cleaned, repaired or replaced when the job is responsible? It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

Q. Traveling employees have real problems when they don’t have a permanent spot in any school. We must provide them the facilities they need to work efficiently. It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

R. Language concerning the volunteerism of employee involvement in extracurricular assignments is extremely important. Without this language, Boards have been able to require employees to work well beyond the regular school day in all forms of activities. Boards have also been able to require coaches to continue coaching in order to remain employed in the school corporation. This language should be of high priority at every bargaining table. It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

S. As professional educators, employees spend a great deal of time in planning and preparation. To encourage and support employees in this planning and preparation, the Board should make it easy for employees to have access to the school building. This access assists the employee and enhances instruction. It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

T. This language is for the employee’s safety as well as letting the employee know ahead of time that he will be observed so as to be prepared for the observations. Often, unexpected observations will create turmoil in the classroom to the point of interfering with the regular educational atmosphere. It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

U. Employees must not be required to provide transportation for field trips, trips taken by clubs and athletic events. Transportation of students to an athletic event, field trip or any other educationally oriented activity is the responsibility of the Board. The employee should not be responsible for gaining that transportation and then have a concern over the individual employee’s liability in case of an automobile or bus accident. It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.
V. In keeping with “A+”, non-teaching work detracts from the employee’s primary responsibility. It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

W. This provision provides for fewer distractions in the classroom. It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

X. This provision allows for an employee to not be forced to cover other employees’ classes. Employees may choose to help out by covering, but, cannot be required to do so. It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

Y. This provision provides support to employees who believe that there is reason to search a student’s person, locker, desk, etc. Indiana law (IC 20-33-8-32) provides for the actual search to be conducted by the building principal. Under no circumstances should a school employee conduct such a search. It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

Z. Indiana statute requires all school employees to report suspected child abuse as soon as possible. Following Board policies of notifying the school’s officials of suspected child abuse does not relieve the employee of his reporting duties under statute. It is necessary to have language in the collective bargaining agreement that guarantees selected teaching conditions in order to be able to enforce such a provision through the grievance procedure.

ARTICLE 17

JOB SHARING

A. Employees interested in sharing one position shall mutually submit such request, in writing, to the Board, no later than April 1 prior to the year the shared contract becomes effective.

B. A job-sharing team shall be composed of two (2) employees who agree to work together to share one (1) position. However, if only one (1) employee within a certified area wishes to job share, the Board shall post a vacancy for such shared position. If another member indicates interest, the job-sharing request will be considered by the Board.

C. Two (2) employees wishing to work together as a job-sharing team must develop a detailed proposal setting for their plan for sharing one (1) full-time position. This plan must have the approval of the building principal and the superintendent. This plan will cover such issues as hours worked, specific teaching duties of each employee, preparation time, and non-classroom duties. Each employee of the job-sharing team will have full responsibility for the development and implementation of such a plan.
D. Employees of the job-sharing team will be entitled to all the rights of full-time employees. However, the salary will be pro-rated the salary of the full-time employee. The Board will pay the pro-rated salary of the amount toward fringe benefits as paid a full-time employee, as set forth in the collective bargaining agreement. In addition, employees of a job-sharing team shall receive the pro-rated number of sick days and personal leave days as provided to full-time employees in the collective bargaining agreement.

E. The job-sharing team submitting a proposal will be notified concerning the acceptance or rejection of such proposal on, or before, May 15. Upon request, unsuccessful applicants will be notified, in writing, of the reason(s) for the rejection of their proposal.

F. If one (1) employee of the job-sharing team chooses to return to full-time teaching, the job-share position shall revert to a single employee position, and the employee of the two (2) employees who shared the position with the most seniority will have first choice in electing to retain, as a full-time position, the job-shared position, or to return to a position presently vacant. An employee, whose current assignment is not available due to a reduction I positions shall be placed in another teaching assignment in accordance with the employee’s certification and seniority. If no position is available for the employee with the least seniority, the provisions of the collective bargaining agreement shall apply. March 1 will be the deadline each year for employees sharing one position to request to return to a full-time teaching position.

G. Job-sharing employees shall move a full step on the salary schedule for each year employed. Upon return to full-time employment, they shall receive full salary step credit for each year of job-shared teaching, as if they had been employed full time. (NOTE: The teachers considering job sharing should be aware of the requirement that they need 120 days in their contract.)

H. The Board, based on the recommendation of the superintendent, will make the final determination as to whether a position will be considered for job sharing. However, such determination shall not be arbitrary, but be based on rational and definitive rationale.

RATIONALE
ARTICLE 17
JOB SHARING

With all of the current emphasis on school quality and professional development, the Association strongly believes that teaching is a full-time profession that requires full-time commitment from employees. Recognizing that there may be occasional situations where two employees need to share one bargaining unit position, we are herein addressing and providing collective bargaining agreement language that enables two employees to share one bargaining unit position. It is our position that this should only be initiated by and between the employees, never by the administration, or the Board. Since a job-sharing arrangement can only be initiated by the two employees, the entire creation of any job-sharing plan and all of its component pieces are the sole responsibility of this job-sharing team of two employees.

The sole responsibility of the Board is to study and review any job-sharing plans submitted, and ultimately determine whether a job-sharing plan submitted by two employees will be approved. (NOTE: The teachers considering job sharing should be aware of the requirement that they need 120 days in their contract.)
ARTICLE 18

SPECIAL EDUCATION ISSUES

The Individuals with Disabilities Education Act (IDEA), and Article 7, Indiana’s Special Education Rules, focus on improving the educational opportunities for students with disabilities. Both acts focus on teaching and learning and establishing high expectations for students with disabilities to achieve real educational results within the Least Restrictive Environment (LRE). In order to help meet the focus of these acts, the parties to this collective bargaining agreement have incorporated the following collective bargaining agreement language to assist school employees in meeting their obligations under the acts and in meeting the needs of students with disabilities.

A. Case Conference and Developing the IEP

1. Case conferences, including those convened to develop an IEP, will be convened at times mutually agreed to by the school employees affected and the other parties involved. However, if an affected school employee requests the convening of a case conference, such conference shall be held within ten (10) school days.

2. If a case conference is scheduled outside the school employees’ regular work day, the school employees shall receive additional compensation for each hour, or portion thereof, worked at their professional hourly rate of pay. The “professional hourly rate of pay” shall be calculated on the basis of a six (6)-hour work day.

3. When school employees are released from classroom responsibilities for the purpose of participating in case conferences or collaborating on plans for students with special needs, qualified substitute teachers will be provided to cover the school employees’ class.

4. Each student with special needs assigned to a general education classroom will have a licensed teacher of record. A licensed teacher of record shall be a teacher who is certified in the areas identified as the student’s special needs and who is assigned to the same building as the student.

5. The appropriately licensed teacher of record in the IEP will be assigned a caseload that will allow for weekly consultation and collaboration with the general education teacher(s) affected. (See Section C of this article.)

6. A school employee assigned to work with students with special needs shall have a daily preparation period equal to that of the general education school employee in his/her building.

7. At the secondary level, assignment of general education school employees, who participate in case conferences, will be done on an equitable basis so no one school employee is required to prepare and attend an inordinate number of such conferences.

B. Professional Development

1. The Board shall provide professional development and training for school employees who work with students with special needs. The professional development plan must be in accordance with the Strategic and Continuous School Improvement and Achievement Plan, IC 20-19-2-11
– 1999. Training will include, but not be limited to, discussion of IEP’s, accommodations needed in the classroom, adaptations of the curricula and behavior modification strategies.

2. Prior to the placement of a student with special needs, the Board shall provide appropriate training for school employees working with the student.

C. Employment Working Conditions

1. A school employee working with students with special needs shall work under the same employment conditions as those afforded a school employee working with students in general education classrooms, unless otherwise specified in this collective bargaining agreement.

2. A school employee assigned to work with students with special needs shall be evaluated by an administrator who works at the same site as the employee.

3. When a student with special needs is assigned to a general education classroom, the student’s enrollment will be weighted to twice that of the general education student to allow the school employee sufficient time to assist the student with special needs as well as meet the needs of the general education students.

4. A student with special needs assigned to a general education classroom for less than a full day shall be counted as full time for the purpose of determining maximum class sizes.

5. Class sizes and caseloads shall not exceed the following standards for school employees working with students with special needs:

<table>
<thead>
<tr>
<th>K – 12 Fulltime Programs</th>
<th>No. of Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emotionally Handicapped</td>
<td>5</td>
</tr>
<tr>
<td>Mildly Mentally Handicapped</td>
<td>10</td>
</tr>
<tr>
<td>Moderately Mentally Handicapped</td>
<td>5</td>
</tr>
<tr>
<td>Severely/Profoundly Mentally Handicapped</td>
<td>4</td>
</tr>
<tr>
<td>Visually Handicapped</td>
<td>5</td>
</tr>
<tr>
<td>Hearing Impaired</td>
<td>7</td>
</tr>
<tr>
<td>Learning Disabled</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Multi-Categorical Programs</th>
<th>No. of Students (receiving 60% or less service)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>12 caseload</td>
</tr>
<tr>
<td>Middle School / High School</td>
<td>12 caseload</td>
</tr>
<tr>
<td>Speech and Hearing</td>
<td>40 caseload</td>
</tr>
</tbody>
</table>

6. If class size or caseload is determined by the Board to be a hindrance to the learning environment of the students, the class size shall be reduced to a size agreeable to the exclusive representative and the Board.

7. It is the responsibility of the Board to inform the “teacher of record” when one of the students with special needs has accumulated six (6), or more, suspensions.
D. Evaluation

1. A school employee working with students with special needs under provisions of IDEA and Title 511-IAC 7 shall not be evaluated based on the achievement of goals and/or objectives contained in the individual student’s IEP.

2. A school employee working with students with special needs shall be evaluated under the same conditions and under the same provisions as school employees working with students in general education classrooms. The form to be used in the evaluation process shall be the form agreed upon between the exclusive representative and the Board as set forth in Appendix E of this collective bargaining agreement.

RATIONALE

ARTICLE 18

SPECIAL EDUCATION ISSUES

With the strong emphasis that exists today in our public schools on providing equal educational opportunities to students with special needs, the Association believes it is very important for a structure to be in place to provide direction and assistance to school employees who work with these students. Both the federal law, the Individuals with Disabilities Education (IDEA) Act of 1997 (PL 101-476) and Indiana’s Article 7, Special Education Rules, provide the overall framework for the education of these students; however, these provisions provide little, or no, specific assistance to school employees as it relates to such important considerations of time, support, meaningful professional development, class sizes, and evaluation. The recommended collective bargaining agreement language in this article on Special Education Issues helps fill these voids in the federal law and state regulations.

Case conferences and the development of students with special needs Individual Education Programs (IEP’s) are addressed in the language. The Association believes it is critical to the process to make sure school employees affected have released time, if case conferences and related meetings are held during the school day. If they extend the school employees’ regular work day, additional compensation at the professional hourly rate should be bargained. There is much preparation and collaborating that must occur, if meaningful and appropriate IEP’s are to be developed for each student with special needs. School employees should not be expected to sacrifice their time, energy, and expertise to do this important work without released time or added compensation.

Professional development must be program specific, if it is to assist the school employees who are working with students with special needs. The exclusive representative is urged to stress the Professional Development language in this article. Special notice must be given to how professional development or the school employees fits into Indiana IC 20-19-2-11, School Accountability Legislation. It is imperative these school employees not be left out of the discussion and implementation of this law! One way to ensure this does not occur is for the exclusive representative to appoint at least one of these school employees to serve on the Strategic and Continuous School Improvement and Achievement Committee.

The proposed class size and caseload language offers a Board the opportunity to really make a difference for its school employees and students with special needs. The challenges proposed could best be met with these class sizes in place. The exclusive representative can effectively argue a case for the proposed class sizes and caseloads by stressing the added revenue that
comes to Boards from both federal and state levels to fund programs for students with special needs.

Finally, the Association strongly believes that school employees working with students with special needs must be evaluated under the same conditions and provisions as other school employees are evaluated. We must not allow the achievement of goals and/or objectives contained in the students’ IEP’s to be used as a basis for the school employees’ evaluation!

ARTICLE 19

SALARY SCHEDULE STRUCTURE AND PLACEMENT

A. The basic salaries of employees covered by this collective bargaining agreement are set forth in Appendix A, which is attached to and incorporated in this collective bargaining agreement. Such salary schedule shall remain in effect during the term of this collective bargaining agreement. Employee’s salaries as set forth in Appendix A are for on-hundred-eighty (180), seven and one-half (7 ½)-hour days. Employees who are required to work an extended day, who are not compensated pursuant to some other provision of this collective bargaining agreement, shall be compensated for such additional time at their regular hourly rate. Examples of activities that must be compensated under this provision are: faculty meetings that extend either before or after the regular workday; or special education case conference committee meetings that are held at times other than within the regular workday.

B. The Board and Association agree to the establishment of a Professional Development Committee comprised of five (5) employees appointed by the Association and four (4) administrators appointed by the superintendent.

C. The Professional Development Committee shall be responsible for the approval of Professional Development Units (PDUs) for salary credit and for the development of in-service professional growth workshops to be offered by the Board.

D. New employees to the school corporation will be given credit for all public school teaching experience attained prior to employment in this school corporation. No employee shall be paid in excess of credit authorized by this schedule.

E. New employees to the schools corporation will be given credit for all training as identified on the salary schedule in this collective bargaining agreement. The credit will be determined by the definitions offered in this article.

F. Any disagreement over the placement of a new employee on the salary schedule shall be submitted to the Professional Development Committee for review. If the Professional Development Committee cannot agree on proper placement, the matter shall be submitted through the Association to binding arbitration in accordance with Step 3 of the grievance procedure set forth in this collective bargaining agreement. (See Article II, D)

G. Placement on the salary schedule shall be in accordance with the following criteria:

1. to qualify for the Bachelor’s Degree column, employees must have a degree in education and proper certification;
2. to qualify for the columns headed 9, 18, 27 and 36 Professional Development Units, employees cannot count any more than two-thirds (six hours) of college credit for any one column;

3. to qualify for the columns headed 45, 54, 63, 72 and 81 Professional Development Units, an employee can count no more than one-third (three hours) college credit toward any one column; and

4. to qualify for the column headed Master’s Degree/27 Professional Development Units, employees must have a Master’s Degree in the field of education.

H. Employees may move to a new placement on the salary schedule based upon additional training. This new placement shall occur at the beginning of any semester. As an employee progresses to one or more columns on the salary schedule at the beginning of the second (2nd) semester, the employee’s individual contract shall be amended to reflect the new placement on the salary schedule.

I. Employees who receive extracurricular salary based upon their base salary will receive an increased salary for the extracurricular assignment, if their base salary increases during the second (2nd) semester. The extracurricular salary will be proportionately increased based upon the base salary increase.

J. In-service workshops shall be developed so as to allow all employees an equal opportunity to earn Professional Development Units.

K. Professional Development Units shall be awarded as follows:

One PDU = 1 college credit toward an MS. Degree or in the field of certification
= 6 Continuing Renewal Units (CRUs) as approved by the Indiana Professional Standards Board
= 12 hours of participation in workshops approved by the Professional Development Committee for PDU credit. This shall include Association sponsored workshops as well as Board-sponsored workshops.

L. In-service workshops must offer an opportunity to enhance teaching skills and educational knowledge to be eligible for approval for PDU credit.

M. Any general educational in-service workshop approved for PDU credits will be approved for all employees. In-service workshops approved for specific subject matter areas will be approved for all employees certified in that subject matter area or working toward certification in that area.

N. The Professional Development Committee shall meet no less than three (3) times each school year, but shall meet between August 1, and August 15 and January 1, and January 15 of each year to approve workshops for which PDU credits will be given during the next semester, and meet between May 1, and May 15 to approve workshops for which PDU credit will be given during the summer.
O. The Professional Development Committee will survey the employees each April to seek input on to what in-service professional growth opportunities are desired for the coming year.

P. The salary schedule shall be structured on the basis of experience and training.

Q. Any employee who teaches at least one-hundred-twenty (120) days during any given school year shall receive credit for one (1) full year of teaching experience and salary schedule placement.

R. Credit shall be given for each year of military service. A minimum of six (6) months of military service is necessary to qualify for one (1) year of service.

S. All employees participating in Professional Development Units (PDU) programs shall receive either release time from duty or shall be paid for the additional time at the hourly rate they earn when teaching regular classes. Any additional expenses incurred, such as books, transportation, supplies, or lodging, shall be fully reimbursed by the Board. PDU salary schedule credit compensated according to the salary schedule index structure. (See Appendix A, Salary Schedule.

T. Any employee covered by this collective bargaining agreement, who is granted National Board Certification by the National Board for Professional Teaching Standards, shall be properly placed on the salary schedule based upon the employee’s years of teaching experience and training. The employee shall receive an additional ten percent (10%) stipend above the salary established by the proper placement on the salary schedule for the employee. The additional ten percent (10%) shall be added to the amount of the employee’s compensation received based upon training and experience. The employee shall receive this ten percent (10%) stipend each year the employee continues to be granted National Board Certification, and shall be based upon the employee’s proper placement on the salary schedule in effect. In addition, the Board shall pay all fees and other charges associated with the employee achieving National Board Certification.

U. The Board shall reimburse each employee for all tuition and/or workshop costs (including tuition, fees, books, lab fees, etc.) for all classes/course work taken by the employee to maintain the employee’s certification and license. Reimbursement shall be made within thirty (30) days after the employee submits proof of satisfactory completion of the course(s) and proper documentation for the costs.

V. Adjustments to higher salary scales shall be presented to the Board two (2) times each year. Open periods to record credit shall extend thirty (30) days beyond the beginning of either school semester and pay adjustment shall be retroactive to the beginning of the same semester.

W. Employees accepting voluntary extra duty assignments, as set forth in Appendix B, Extra Pay for Additional Services Schedule, which is attached to, and incorporated with, this collective bargaining agreement, shall be compensated in accordance with the provisions of this collective bargaining agreement without deviation. All extra duties are strictly voluntary on the part of the employee.

X. Employees shall have the option of receiving their salary in either twenty (20) or twenty-six (26) equal payments. (NOTE: Locals may wish to bargain a twenty-four (24) equal payment plan based upon the rationale contained in that section of this booklet)

Y. Employees serving on any committee, task force, or subgroup shall be provided released time to work during the regular school day or paid at their professional hourly rate, if required to work
beyond the regular school day or school year. The professional hourly rate shall be computed on
the basis of a six (6)- hour day.

RATIONALE
ARTICLE 19

SALARY SCHEDULE STRUCTURE AND PLACEMENT

Moonlighting has become essential for many of our employees. Utility bills, interest rates, the
cost of food, shelter, and medical expenses have driven employees to seek such part-time jobs
as baby sitting, mowing lawns, and waiting tables. Moreover, most, if not all, employees must
spend hundreds of dollars out of their own pockets to purchase necessary supplies and materials
for their classroom. In addition, with new state mandates our employees are required to give
ever more time to professional duties while most if not all of that time is uncompensated. We
Education in America, “…unless a teacher salaries become more commensurate with those of
other professions, teacher status cannot be recruited.” Further, excellent teachers will continue
to leave teaching and we will perpetrate a system of ‘those who can, do, those who can’t,
teach.’ So, we need to retain our experienced employees while achieving a competitive status
in the coming employee crisis. This can only be achieved by significant pay increases for all
levels of employee training and experience.”

The public has come to realize that increased funding for schools, particularly employee
salaries, are necessary if we are to retain and maintain a sound instructional program in our
schools. This was shown to be true in that thirty-nine percent (39%) of a recent Gallop Poll
respondents said they would be willing to raise taxes to improve schools and increase employee
salaries, up from a low of thirty percent (30%) two (2) years ago.

Every major national report on education has recognized the issue of providing adequate
compensation for employees. The case for increased funding of employees’ salaries was best
stated by Ernest L. Boyer, when he recommended that as a national goal, “The average salary
for teachers should be increased by at least 25% beyond the rate of inflation over the next three
years, with immediate entry level increases.”

We need to be sure we have provided specifics in the collective bargaining agreement for both
initial placement as well as subsequent movement on the pay schedule for our members.
Specificity eliminates ambiguity and ensures our members receive fair and correct
compensation. If the Professional Development Committee cannot agree on the proper
placement of an employee on the salary schedule, language has been added to allow the
committee to submit the dispute through the Association to binding arbitration for a final
decision.

The Association believes that our salary proposal deals specifically with the needs of
employees and students. We agree that, “Excellence costs – but, in the long run, mediocrity
costs far more,” according to John Goodlad, A Study of Schooling.

Now that the National Board for Professional Teaching Standards is up and running and
certifying employees based upon its criteria, it is necessary for the exclusive representatives to
address the question of proper placement on the salary schedule for those employees who have
gained National Board Certification. National Board Certification is not based upon the exact
number of years one has taught nor is it based upon the exact college credit one has attained.
Certification is really based upon several criteria established by the National Board. It would be inappropriate to develop any particular lane or column on a salary schedule that is exclusively based upon experience and training for the placement of an individual who is granted National Board Certification.

It is the recommendation of the ISTA Programs Department that an individual, who receives National Board Certification, should be properly placed on the local salary schedule based upon that individual’s experience and training and then given an additional ten percent (10%) above that step on the salary schedule in recognition of having received National Board Certification and receive reimbursement for all fees and tuition involved with attaining the National Board Certification.

In addition, it is important that employees receive professional pay for professional work performed outside of the regular school day, or school year. Thus, any committee, task force or subgroups work performed outside the school day or school year must be compensated in accordance with professional salaries.

Because of problems caused by the twenty-six pay schedule which has caused many school systems to “skip a week” every six to seven years some school districts are finding that the first payroll of the year is moving into the middle of September. This creates a problem for new teachers and many of them are working up to a month before they receive their first check. In order to eliminate this problem many school districts are looking at twenty-four pays which will eliminate this need to “skip a week” to fit the payroll into the budget year.

ARTICLE 20

SEVERANCE BENEFITS

SPECIAL NOTE: This article is true severance benefits, not retirement benefits. Changing it to a retirement benefit may subject it to the IRS Constructive Receipts rulings. ISTA strongly recommends to its local affiliates that if this article is to be maintained, then it should be as a true severance benefit. Further, with the passage of SEA 199 in the 2001 legislative session, this benefit must be forward funded in an actuarial sound manner. Any increases in cost due to changes in the language OR as a result of automatic increases must be set aside in Fund 63 by the Board. The changes brought about the SEA 199 greatly reduced the desirability of maintaining this type of benefit.

A. When an employee’s service is severed, the employee shall receive the employee’s daily rate of pay for each unused accumulated leave day.

B. These payments shall be made in one lump sum payment on the employee’s last work day.

C. Any employee whose service is severed may continue in the group insurance plans under the same terms and conditions as that of current employees. Any amount owed by the employee shall be paid directly by the employee to the Board.
D. Should any employee die prior to receiving full severance benefits, the remaining benefits shall be paid to the employee’s designated beneficiary or to the employee’s estate, if no designated beneficiary exists.

RATIONALE

ARTICLE 20

SEVERANCE BENEFITS

Due to recent actions of the Internal Revenue Service on what is called Constructive Receipts rulings, the Association strongly recommends that proposed language of this article be maintained as true severance benefits. What is meant by “Constructive Receipts”? For the affected school employee, it means the tax liability on the locally-bargained retirement benefits could begin, when the employee first becomes eligible for the benefits. For example, if the local collective bargaining agreement states the school employee is eligible for the retirement benefits at age fifty-five (55), but the school employee chooses to wait until age sixty-two (62) to retire, the school employee would still be required to start paying taxes on the benefits at age fifty-five (55)! By bargaining this proposed language, the Association believes school employees can be protected from these tax liabilities. However, it should be pointed out that no collective bargaining agreement language can or will allow eligible school employees to escape taxes and the IRS. This language is designed to make sure school employees will not have to pay taxes until they actually receive the retirement benefits.

Additionally, as indicated in the Special Note, with the enactment of SEA 199, if any changes are made in retirement/severance benefits that increase, in any way, the cost of the benefit, the Board must set aside that money on an actuarial basis. This change in the law effectively prohibits (by virtue of its forward funding requirements) local affiliates from bargaining benefits that promise a benefit at some future date. You should consult with your UniServ Director whenever changes are contemplated.

ARTICLE 21

RETIREMENT SAVINGS PLAN

SPECIAL NOTE: If the Board demands that contribution of money to the Retirement Savings Plan must replace the severance and/or retirement plans that are currently in place in the collective bargaining agreement, the bargaining team will need transition language specifically written for the local affiliate’s specific circumstances. This transition language must be written individually, on a case-by-case basis. Contact the ISTA Financial Services Corporation for such assistance. Be prepared to submit to the ISTA Financial Services Corporation, the following information:

1. current severance plan(s) and/or retirement collective bargaining agreement provision(s); and

2. census data that includes names, birth dates, and years of creditable experience.
A. The Board shall contribute to this Retirement Savings Plan, the following percentages of the individual employee’s regularly scheduled salary:

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Board Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.0%</td>
</tr>
<tr>
<td>2</td>
<td>1.5%</td>
</tr>
<tr>
<td>3</td>
<td>2.0%</td>
</tr>
<tr>
<td>4 and thereafter</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

B. The Board shall deposit Board contributions for each employee into an individual account for the employee in a 401(a) and/or Voluntary Employee Beneficiary Association (VEBA) defined contribution plan. Deposits to employees’ individual accounts will be made on a monthly basis. ISTA Financial Services Corporation shall be the sole provider of the investment product for such plan.

C. Once contributions are made by the Board on behalf of the employee, all assets of the accounts become the property of the employee, and in the event of death, the employee’s designated beneficiary, or estate, if no beneficiary exists.

D. Each employee shall be guaranteed the right, upon retirement, to purchase any or all of the insurance benefits offered to active employees under Article 22 below. Retiring employees shall pay the entire premium for any coverage that he/she elects provided however, that the cost for said coverage shall not be more than the group premium for any active employees.

E. The Board agrees that these rights are vested and will not be reduced or eliminated at any time.

RATIONALE

ARTICLE 21

RETIREMENT SAVINGS PLAN

As referenced in the Rationale for Article 21, Early Retirement, the proposed language in this article is a much better approach for bargaining retirement benefits for school employees. The short-range impact is that Retirement Savings Plans eliminate the risk of adverse IRS Constructive Receipts rulings and affords greater opportunity for meaningful retirement benefits over the lifetime of school employees. Through this approach, school employees can see how their dollars are being invested and growing and enables them to better plan for the retirement years. Simply put, a Retirement Savings Plan is the public-sector employees’ answer to private-sector employees’ Retirement 401(k) Savings Plans that have been heavily publicized in recent years.

Particular attention must be given to the SPECIAL NOTE in this article, especially the information presented on “transition language” from existing severance and/or retirement plans to Retirement 401(a) Savings Plans. In these cases, there is NO “one-size fits all” approach. Each existing plan must be reviewed and transition language written for such plan. Local
affiliates are urged to discuss this matter with their UniServ Directors and seek expert assistance from the ISTA Financial Services Corporation.

A Voluntary Employee Beneficiary Association (VEBA) is formed under Section 501(c)9 of the IRS Code as a mechanism to fund qualified benefits tax free. (See Article 21, A, and Article 22, C) While its primary purpose is to fund medical benefits, it may be used for certain other benefits as well. Qualified benefits include certain medical expenses (including group insurance premiums) and, depending upon your local collective bargaining agreement, may include group life insurance premiums. Just as is the case with a qualified retirement plan (e.g., a 401(a)), contributions are made to the VEBA on a before-tax basis. The essential purpose of the VEBA is that funds may also be withdrawn without paying taxes on the benefit, as long as the benefit is a qualified benefit, such a medical insurance premiums or other qualified medical expenses. What benefits are available through the ISTA Welfare Benefits Trust?

NOTE: Special attention needs to be given to fees on VEBA plans. Initial contributions should be large enough to offset fees on low contribution plans.

Depending on choices made by your Board, certain other benefits may also be available. Other policies can be selected, provided they are approved by the Administrator. Such policies are then eligible for premium reimbursement and can include the Board’s group policies or other policies. This is, of course, common in regard to Medicare supplement plans and long term care policies.

<table>
<thead>
<tr>
<th>Pre-Retirement benefits include</th>
<th>Post-Retirement benefits include</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Employer-provided group medical insurance</td>
<td>• Employer-provided group medical insurance</td>
</tr>
<tr>
<td>• Major medical and hospitalization</td>
<td>• Major medical and hospitalization</td>
</tr>
<tr>
<td>• Dental</td>
<td>• Dental</td>
</tr>
<tr>
<td>• Vision</td>
<td>• Vision</td>
</tr>
<tr>
<td>• Prescription Drugs</td>
<td>• Prescription drugs</td>
</tr>
<tr>
<td>• Health Reimbursement Arrangement</td>
<td>• Health Reimbursement Arrangement</td>
</tr>
<tr>
<td>• All of the above coverage’s from alternative providers</td>
<td>• All of the above coverage’s from alternative providers</td>
</tr>
<tr>
<td>• Long-Term Care Insurance</td>
<td>• Medicare Part B</td>
</tr>
<tr>
<td>• Out-of-pocket medical expenses</td>
<td>• Medicare Supplement Insurance</td>
</tr>
<tr>
<td></td>
<td>• Long-Term Care Insurance</td>
</tr>
<tr>
<td></td>
<td>• Out-of-pocket medical expenses</td>
</tr>
</tbody>
</table>
ARTICLE 22

INSURANCE PROTECTION

A. Medical Insurance

1. Each employee and the employee’s immediate family members shall be covered by a full service health program provided through the ISTA-FSP totally paid for by the Board that meets the following minimum specifications:

   a. One hundred percent (100%) prescription drug coverage at usual, customary and reasonable (UCR) rates that are not subject to the medical plan of benefits’ deductible;

   b. Hospital room and board paid at one hundred percent (100%) of the average and semi-private rate for 365 days. Private room rate paid in full when required by condition;

   c. Hospital ancillary charges paid in full for 365 days;

   d. Extended care facility charges paid in full;

   e. Outpatient surgery charges paid in full;

   f. Surgeon charges paid in full at UCR;

   g. In-hospital medical charges paid in full at UCR;

   h. Diagnostic x-ray lab charges paid in full at UCR;

   i. Emergency accident charges paid in full at UCR;

   j. Nervous and mental charges paid at UCR;

   k. Pap smear charges paid in full at UCR;

   l. A voluntary second surgical opinion will be available;

   m. A routine physical/prevention will be provided at a rate not to exceed $500 per employee per year;

   n. The cost for transfer and ambulance will be UCR;

   o. Subrogation will be included;

   p. Home health care hospice will be paid at UCR;

   q. Major medical charges will be paid as follows:

      1) Deductible - $50 per individual and $100 per family;

      2) Co-payment – 80% for nervous and mental outpatient; and
3) Maximum out-of-pocket co-payment - $500 per individual per year.

Dependents will be covered by this plan to age twenty-four (24) (if disabled while living in the home of the insured so long as the disability exists). All employees aged sixty-five (65) and over may participate in the above plan on the same basis as all other employees.

The medical plan shall provide coverage to all employees and their dependents for any injury or illness that may arise including from any activity for wage or profit. This would include, but is not limited to, any activity for wage or profit apart from primary employment. The medical carrier shall have the right to pursue coordination of benefits and subrogation with any third party liability that may be present.

The medical plan shall have no actively-at-work provision requirement.

The medical plan shall offer an annual routine care benefit paid at one-hundred-percent (100%) of usual and customary and not subject to the annual contract deductible. The benefit shall include: eight (8) outpatient well baby exams up to age twenty-four (24) months; immunizations for eligible dependents up to age twenty-four (24) months; one (1) routine physical exam per year, including diagnostics, for each insured and eligible dependent; one (1) routine pap smear per calendar year; one (1) prostate specific antigen test per calendar year for male insureds age forty (40) and over; one (1) routine baseline mammogram per calendar year for female insureds ages thirty-five (35) to thirty-nine (39); and one (1) routine mammogram per calendar year for female insureds age forty (40) and over.

B. Dental Insurance

Each employee and the employee’s immediate family members shall be covered by a dental plan through the ISTA-FSP paid for by the Board that shall pay reasonable and customary of all standard treatment procedures on the basis of usual, customary, and reasonable fees (not a fee schedule). All non-orthodontia services will be established at a minimum of two thousand dollars ($2000) per insured per year. Orthodontia services will be established at a minimum of one thousand dollars ($1000) lifetime maximum per insured.

C. Long-Term Disability Insurance

Each employee shall be covered by a long-term disability insurance program through the ISTA-FSP paid for by the Board that provides for a minimum benefit of sixty-six and two-thirds (66 2/3s) of salary to age sixty-five (65) for the first five (5) full continuing years of disability and ninety percent (90%) of salary thereafter to age sixty-five (65). The plan shall carry a Consumer Price Index – W yearly escalator for those on disability receiving benefits for 12 consecutive months and shall not coordinate with employee retirement disability. The plan shall contain a pre-existing condition limitation for an injury or sickness occurring 3 months before the plan’s effective date for 12 consecutive months. The plan shall also contain a Social Security Freeze, a successive disability benefit, a recurrent disability clause, and a partial disability provision. The plan shall contain a five-year “Own Occupation”: - definition of “total disability” meaning that during the first five (5) years, the employee is unable to perform the substantial duties of the employee’s regular occupation. The five (5) year requirement begins from the date the waiting period is satisfied.
D. Life Insurance

Each employee shall be covered by a group term life insurance program through the ISTA-FSP paid for by the Board that provides a minimum death benefit of two and one-half times (2 ½) the individual employee’s annual salary, double for accidental death or dismemberment.

The life benefit shall include a waiver of premium provision. An insured person will be covered under the waiver of premium provision for total disability, which begins prior to age sixty (60) and lasts for at least six (6) months or until the date of death, if sooner. The amount of life insurance being continued will reduce or end at the same percentages and ages specified in the schedule of benefits. When insurance under the waiver of premium ends, the insured person may buy a conversion policy.

The life benefit shall provide an accelerated living benefit. The benefit shall provide coverage to an insured person that is diagnosed with a terminal condition, which will result in death in six (6) months or less from the date of the physician’s statement or certification. The benefit shall provide up to eighty percent (80%) of the insured person’s life insurance.

If the insured is no longer a group member, the insured person may buy a conversion policy to replace the amount of life insurance which ended under the contract.

The life benefit shall provide a paid-up life provision.

E. Vision Coverage

Each employee and the employee’s immediate family shall be covered by a vision care program through the ISTA-FSP paid for by the Board that provides for eye examinations, lenses and frames every year. The vision care benefit plan will include one (1) comprehensive vision examination every twelve (12) months, new lenses every twelve (12) months, and a wide selection of quality frames every twenty-four (24) months. Employees and their dependents will be entitled to receive a prepaid or paid in full coverage from a participating network of providers. The network of providers must be extensive enough to conveniently serve recipients regardless of their geographic location. The recipients who select a participating provider will be entitled to full coverage for a comprehensive examination and quality glasses. Recipients must have the ability to freely select any provider to receive vision care services. Consequently, those who seek a nonparticipating provider will be reimbursed according to a set schedule. of allowances to be determined. Coverage for necessary contact lenses and a cosmetic contact lens allowance should be available both from participating and nonparticipating providers.

F. Section 125

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any employee so requesting. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which are non-taxable benefits of major medical, long-term disability, short-term disability, Section 79 life, non-reimbursed medical, and dependent care. This plan shall be administered through the ISTA Insurance Trust. All administration fees shall be paid by the Board. (See Appendix I, Plan Document, Section 125 Flexibility Benefit Plan)
G. **IRS 403(b) Plan**

The parties agree that the Plan, the Request for Proposal, the vendors, and the Information Sharing documents developed for the school corporation’s IRS Section 403(b) program through their collective bargaining process shall be incorporated by this reference into this Contract and its successors until such time, if ever, their terms and conditions are mutually terminated, modified and/or directly incorporated into the body of a Contract, through the bargaining process. Such bargained provisions incorporated by reference shall be enforceable through the provisions contained in the Contract.

H. **Voluntary Insurance Programs**

The Board shall provide for payroll deductions for each employee who wishes to participate in voluntary insurance programs through the ISTA FSP.

I. **Continuation of Benefits**

All employees on leave shall continue to have Board contributions made according to the level which is stated in this collective bargaining agreement.

J. **Health Care Reopeners**

Regarding health care benefits, if any state or federal legislation is enacted during the term of this collective bargaining agreement which provides an increase in the benefits available to employees or to the Board under this collective bargaining agreement, bargaining will be reopened on all provisions related to such benefits.

**RATIONALE**

**ARTICLE 22**

**INSURANCE PROTECTION**

Group insurance programs serve as an excellent fringe benefit whereby the employee may realize the full potential of the total dollar bargained. In the case of group insurance programs, the Board’s contribution is tax free with one (1) exception:

In the event that employer-provided life insurance exceeds $50,000.00, the contribution, on any amount in excess of $50,000.00, is taxable as income. It is also possible to realize even greater payroll tax savings if the “Revenue Act of 1978” is incorporated in your school corporation. Under this act, any amounts paid by the employee towards the group plan(s) that they are participating in are deducted from the gross pay thereby leaving a smaller taxable gross pay.

It should be kept in mind that, even though Board-sponsored group insurance plans are excellent tax shelters, one must be very careful in choosing both the plan as well as the carrier. The coverage, carrier, and amount of premium paid by the Board are all bargainable items. The Association should actively and aggressively seek to bargain the ISTA-FSP products into the contract. To receive a proposal or more information about group health, dental, life/AD&D, long term disability, or vision, benefits, contact your UniServ Director, or contact the ISTA-FSP at 150 West Market Street, Suite 830, Indianapolis, IN 46204; # 1-800-466-1175.
To receive a quote or proposal on individual Medicare supplemental insurance, individual long-term care insurance, group or individual variable tax sheltered annuities, or group Section 125 flexible benefits, contact your UniServ Director or contact the ISTA Financial Services Program at 150 West Market Street, Suite 830, Indianapolis, IN 46204; # 1-800-466-1175.

There is no requirement that the Board allow insurance companies to submit bids for insurance policies covering employees. That would take away from the bargainability of the insurance carrier. In the area of health, the current trend among Boards is to try to get the employee to pay a significant amount towards the total premium. This is a counterproductive approach towards the bargaining of such benefits for the Association and flies in the face of the original purpose of the Board-provided health insurance.

The ISTA Financial Services Program has a plan of benefits which includes medical, dental, vision, and life coverage for educational employees that is designed to be presented through the collective bargaining process. This Indiana PRIDE Program (Pooled Resources for Indiana’s Dedicated Educators) has been developed to protect, preserve, and potentially enhance the coverages provided and to insure that employee benefits are not reduced as a consequence of brokers, consultants, and flawed bidding processes.

A. Medical Insurance

The original purpose of Board-provided medical insurance was to ensure the Board healthy employees and healthy employee families so that absenteeism and the spread of communicable diseases among employees should be kept to an absolute minimum. Since the only way the Board could guarantee that this would happen was to provide the insurance; it became a practice during the late 40s and early 50s throughout the private sector. This basic premise still holds true today. The following are coverage specifications that you might consider.

PRIDE MEDICAL BENEFITS

<table>
<thead>
<tr>
<th>Benefits</th>
<th>In Network / Out of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>-Ambulance Services</td>
<td>85% / 65%</td>
</tr>
<tr>
<td>-Cancer Screening Services</td>
<td>90% / 70%</td>
</tr>
<tr>
<td>-Diagnostic X-ray/Lab Services</td>
<td>85% / 65%</td>
</tr>
<tr>
<td>-Durable Medical Equipment/Prosthetics</td>
<td>85% / 65%</td>
</tr>
<tr>
<td>-Emergency Room Visits</td>
<td>$50 Co-pay</td>
</tr>
<tr>
<td>-Home Health Care &amp; Hospice</td>
<td>85% / 65%</td>
</tr>
<tr>
<td>-Mental Health/Substance Abuse Inpatient</td>
<td>85% / 65%</td>
</tr>
<tr>
<td>-Mental Health/Substance Abuse Outpatient</td>
<td>$10 Co-pay / 65%</td>
</tr>
<tr>
<td>-Organ Transplants</td>
<td>100% / 90%</td>
</tr>
<tr>
<td>-Physical Therapy Services/Chiropractic</td>
<td>85% / 65% to $2,500/yr</td>
</tr>
<tr>
<td>Services</td>
<td></td>
</tr>
<tr>
<td>-Physician’s Office Services</td>
<td>$10 Co-pay / 65%</td>
</tr>
<tr>
<td>-Routine Services</td>
<td>100% to $500/yr</td>
</tr>
<tr>
<td>-Surgical Services</td>
<td>85% / 65%</td>
</tr>
<tr>
<td>-TMJ Services</td>
<td>85% / 65% to $2,000/ltm</td>
</tr>
<tr>
<td>-Urgent Care Visits</td>
<td>$10 Co-pay / 65%</td>
</tr>
<tr>
<td>-Deductible Individual</td>
<td>$200 / $300</td>
</tr>
<tr>
<td>-Deductible Family</td>
<td>$600 / $800</td>
</tr>
</tbody>
</table>

***The deductible applies to all medical services with the exception of the following:

1) In network physician’s office visits;
2) In network urgent care visits;
3) Emergency Room visits
4) Preventive services
5) In network organ transplant services

- Maximum out-of-pocket Individual: $700 / $2,300
- Maximum out of pocket Family: $1,600 / $4,800

***The out of pocket amount includes the annual deductible

- Maximum lifetime benefit: $5,000,000.00

- Retail Prescription Co-pays (Tiers 1/2/3): $10/$20/$40
- Mail Order Co-pays (Tiers 1/2/3): $20/$40/$60

B. Dental Insurance

The ISTA Financial Services Program provides dental coverage as part of the PRIDE plan of benefits or as a stand alone benefit. Please refer to the chart below for co-payment levels Class I, II, III, and IV benefits. Of course, proposals can be provided for your current plan of benefits if requested.

<table>
<thead>
<tr>
<th>Category of Service</th>
<th>Class</th>
<th>Plan Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive and Diagnostic</td>
<td>I</td>
<td>100%</td>
</tr>
<tr>
<td>Sealants</td>
<td>I</td>
<td>100%</td>
</tr>
<tr>
<td>Emergency / Palliative</td>
<td>I</td>
<td>100%</td>
</tr>
<tr>
<td>Radiographs</td>
<td>I</td>
<td>100%</td>
</tr>
<tr>
<td>Space Maintainers</td>
<td>I</td>
<td>100%</td>
</tr>
<tr>
<td>Minor Restorative</td>
<td>II</td>
<td>90%</td>
</tr>
<tr>
<td>Endodontics</td>
<td>II</td>
<td>90%</td>
</tr>
<tr>
<td>Periodontics</td>
<td>II</td>
<td>90%</td>
</tr>
<tr>
<td>Oral Surgery</td>
<td>II</td>
<td>90%</td>
</tr>
<tr>
<td>TMD</td>
<td>II</td>
<td>90%</td>
</tr>
<tr>
<td>Individual Crown</td>
<td>III</td>
<td>60%</td>
</tr>
<tr>
<td>Bridge</td>
<td>III</td>
<td>60%</td>
</tr>
<tr>
<td>Dentures</td>
<td>III</td>
<td>60%</td>
</tr>
<tr>
<td>Orthodontia (child)</td>
<td>IV</td>
<td>60%</td>
</tr>
<tr>
<td>Deductible</td>
<td></td>
<td>$50 Single / $150 Family Max. for Class II and III</td>
</tr>
<tr>
<td>(Note – deductible does not apply to Class I or IV benefits)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deductible applies to</td>
<td></td>
<td>preventive and diagnostic: No</td>
</tr>
<tr>
<td>Annual Max.</td>
<td></td>
<td>$1500</td>
</tr>
<tr>
<td>Lifetime Ortho Max.</td>
<td></td>
<td>$1000</td>
</tr>
<tr>
<td>Dependent Eligibility Age</td>
<td></td>
<td>19/25 (end of the month of 25th birthday)</td>
</tr>
</tbody>
</table>

Pre-Natal Benefits:

Full coverage during second and third trimester for cleansings, deep scaling, debridement, and periodontal maintenance. Covered at 100%, deductible does not apply, does not apply to the annual maximum.

C. Long-Term Disability Insurance

An inexpensive group insurance benefit is a long-term disability plan. The best buys for long-term disability generally are plans that require ninety (90) days of disability prior to implementation of benefits. It should be noted that while employer-provided long-term disability is not taxable as a
fringe benefit, when an employee receives benefits under this program, income is taxable to the extent provided by the employer.

Three plans are available from the ISTA Insurance Trust: Plan I, Plan II and Plan III. Listed below are the specific plan features:

PLAN I – Pays 66 2/3% of the insured’s base compensation for the first five (5) years and 90% of the insured’s base compensation the sixth year and thereafter, exclusive of overtime, bonus and other such compensation. Mental illness and functional nervous disorder benefits will be treated as any other illness.

PLAN II – Pays 66 2/3% of the insured’s base compensation for the first five (5) years and 90% of the insured’s base compensation the sixth (6th) year and thereafter, exclusive of overtime, bonus and other such compensation. Mental illness and functional nervous disorder benefits will pay the lesser of the following: two (2) years; for ages 69-74, one (1) year or to age 75, whichever comes first; or for ages 75 and over, six months.

PLAN III – Pays 66 2/3% of the insured’s monthly compensation up to a maximum monthly compensation. Mental illness and functional nervous disorder will pay the lessor of the following: two (2) years; for ages 69-74, one (1) year or to age 75, whichever comes first; or for ages 75 and over, six (6) months.

Each of these plans have the following features in common:

-Five Year “Own Occupation” – ISTA Insurance Trust’s definition of “total disability” means that during the first 5 years, the employee is unable to perform the substantial duties of his/her regular occupation. The 5-year requirement begins from the date the waiting period is satisfied.

-Successive Disability – When an employee returns to work after a disability, any additional days lost due to the same or related causes will be compensated without another waiting period, unless a three-month period has elapsed since the employee’s return to work.

-Termination of Insurance – Termination of the LTD plan will not affect any claim established prior to the date of termination. This means that an employee who is in the process of satisfying the waiting period will continue to be covered.

-Offsets – LTD benefits will be reduced by benefits the member is eligible to receive from any employer’s annuity or pension plan, remuneration plan or other income protection plan; and, any disability benefits payable under Social Security or Worker’s Compensation – except for Indiana State Teachers Retirement Fund Disability Benefits.

-Maximum Benefit Period – Accident and sickness benefits are payable during continuous disability to age 65 for disabilities that commence prior to age 60. However, if an employee becomes disabled at age 60 or thereafter, benefits are payable for ages 60-68 for five (5) years or to age (70), whichever comes first; for ages 69-74 for one (1) year or to age 75, whichever comes first; and for age 75 and over for six (6) months.

-Cost of Living Allowance (COLA) – The benefit payable will be adjusted (while the insured will be eligible for a Cost of Living Adjustment (COLA) –if he/she has received benefits consecutively for the past 12 months) on April 1 of any year. Additional COLAs will be made each April 1 if the insured
continues to be disabled and has received benefits consecutively for the past 12 months. The ISTA COLA does not cap your COLA benefit.

-Pre-Existing Condition Limitation – A pre-existing condition is an injury or sickness occurring in the three (3) months before an employee’s effective date. Employees may be disabled due to a pre-existing condition. No benefits are payable in connection with the pre-existing disability unless the employee’s elimination period starts after they have been an active employee under the plan for 12 consecutive months.

Elimination Periods Available – 60 days, 90 days, and 180 days.

Plan Riders Available:

-Survivor Benefit – If an insured; 1) dies while receiving monthly disability benefits; and 2) has been totally disabled for at least 180 consecutive days, the company will pay a Survivor Benefit to the insured’s beneficiary or estate. The Survivor Benefit will be paid in a lump sum and will be equal to three times the monthly disability benefit being paid to the insured at the time of death.

-Rehabilitation Benefit – If an insured engages in rehabilitative work following a period of total disability, monthly disability benefits will continue for up to 12 months, provided: 1) such rehabilitative work is approved by the company; and b) the disabling condition must be one for which the insured is eligible for benefits. The total income for which the insured receives from wage, salary and disability benefits during this period of rehabilitative work shall not exceed eighty percent (80%) of the insured’s annual compensation at the time of his initial disability.

D. Life Insurance

Bargain as much life insurance and supplemental life insurance as your bargaining unit members desire. Keep in mind that in the event that employer-provided life insurance exceeds $50,000.00, the contribution, on any amount in excess of $50,000.00, is taxable as income. This taxable income amount should not be considered a reason to not exceed the $50,000 level. The taxes paid would be a small price for the coverage received.

E. Vision Insurance

With six percent (6%) of all Americans wearing either eyeglasses or contact lenses, bargaining vision insurance coverage is a MUST. Look to the ISTA Financial Services Program for excellent coverage. To receive a proposal or receive more information, contact your UniServ Director or contact the ISTA Financial Services Program at 150 West Market Street, Suite 830, Indianapolis, IN 46204; # 1-800-466-1175.

The ISTA Financial Services Program provides vision coverage as part of the PRIDE plan of benefits or as a stand alone benefit. The PRIDE Plan benefits listed below should be considered a minimum level of coverage.

- **WellVision Exam®** focuses on your eye health and overall wellness
  
  $5.00 copay............every 12 months

- **Prescription Glasses**
  
  $10.00 copay
  
  Lenses....................every 12 months
- Single vision, lined bifocal, lined trifocal, Photochromic, UV, Polycarbonate and tinted lenses
- Frame………………..every 24 months
  - $130.00 allowance for frame of your choice
  - 20% off the amount over your allowance

~OR~

- **Contact Lens Care**
  - No copay……………every 12 months
    - $130.00 allowance for contacts and the contact lens exam (fitting and evaluation). This additional exam ensures proper fit of contacts. If you choose contact lenses you will be eligible for a frame 24 months from the date the contact lenses were obtained.
    - Current soft contact lens wearers may qualify for a special program that includes a contact lens evaluation and initial supply of replacement lenses.

**Vision Therapy**
This enhancement allows you to obtain a supplemental evaluation and treatment plan to correct or improve severe visual problems associated with sensory and/or muscular deficiencies of the eye. Benefit criteria must be met. Contact your VSP doctor for more information.

**Extra Discounts and Savings**

- **Glasses and Sunglasses**
  - Average 30% savings on lens options like progressives and scratch-resistant and anti-reflective coatings
  - 20% off additional glasses and sunglasses, including lens options*

- **Contacts***
  - 15% off cost of contact lens exam (fitting and evaluation)

- **Laser Vision Correction**
  - Average 15% off the regular price or 5% off the promotional price from contracted facilities
  - After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor
* Available from any VSP doctor within 12 months of your last eye exam

You get the best value from your benefit when you see a VSP doctor. If you see a non-VSP provider, you’ll typically pay more out-of-pocket. You’ll pay the provider in full and have 6 months to submit a claim to VSP for partial reimbursement less co-pays. Before seeing a non-VSP provider, call us at 800.877.7195.

**Out-of-Network Reimbursement Amounts:**
- Exam………………………..Up to $40.00
- Single vision lenses…………Up to $30.00
- Lined bifocal lenses………..Up to $45.00
- Lined trifocal lenses………..Up to $60.00
- Frame………………………..Up to $45.00
- Contacts……………………Up to $105.00

**G. Section 125**
This language allows the use of IRS rules to allow school employees to set aside before tax dollars to pay for insurance premiums, non-reimbursed medical costs, and dependent care costs. Section 125 benefits are available through the ISTA Financial Services Program. Contact your UniServ Director for information about these benefits.
H. Tax-Sheltered Annuity

The proposed language allows the Association the opportunity to have Association-sponsored or -endorsed products. Employees may then choose to participate in the programs.

I. Voluntary Insurance Programs

The proposed language allows the Association the opportunity to have Association-sponsored or -endorsed insurance products offered to employees through payroll deduction.

J. Continuation of Benefits

This language specifies that employees who are on approved leaves of absence do continue to receive all the benefits of the collective bargaining agreement, including board contributions toward benefits.

K. Health Care Reopeners

This language calls for bargaining to be reopened if there is any state or federal legislation enacted during the term of the collective bargaining agreement that mandates a change in benefits available to employees or to the Board.

L. Group Long-Term Health Care

With life expectancy increasing, long-term health care insurance is growing in popularity. This new group plan product is being offered by the ISTA Financial Services Program at very reasonable rates.

ARTICLE 23

LEAVES

A. Personal Business Leave

Five (5) personal leave days shall be granted during the contract year without loss of compensation for such absence. No reason must be given other than personal business. Employees shall be given an accounting of their unused personal leave days on each paycheck stub. Those personal leave days not used during the school year shall be added to the accumulated sick leave days on July 1, after the close of school. (See Appendix H, Personal Leave Form)

B. Bereavement Leave

In case of death(s) within the immediate family, the employee shall be provided with a leave of up to seven (7) school days and shall receive full compensation for such leave. Immediate family shall be defined as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, or any other person living in the same household, no matter what the degree of relationship. If more than one (1) death in the immediate family shall occur, up to seven (7) full school days shall be granted for each death. A bereavement leave of one (1) days shall be granted for funerals in case of death(s) of other family members or that of close friend(s) without loss of compensation.
C. **Professional Leave**

The Board agrees that professional leave days without loss of compensation shall be granted for the following purposes:

1. attending and/or participating in professional meetings relating to National Standards Board Certification, educational workshops, seminars, or conferences sponsored by industry, the Association, subject matter groups, colleges, universities, or governmental agencies concerned with public school matters;

2. visitation to other school corporations or educational institutions for the purpose of observing instructional techniques or other instructional-oriented programs; and

3. the Board agrees to budget $_________ to pay expenses incurred by the above-mentioned professional leave. Employees shall be expected to give notification on the proper form, as set forth in Appendix G, Professional Leave Form. This form is available from the building principal, the personnel office, or the Association.

D. **Legal Leave**

An employee called for jury duty or to appear before any judicial or administrative tribunal, or in an arbitration, bargaining, mediation or fact-finding proceeding shall receive full compensation.

E. **Crisis Leave**

Up to three (3) employees in any building, and up to seven (7) employees in the school corporation designated by the Association, shall be granted leave without loss of compensation to assist in crisis intervention.

1. The need for crisis intervention shall be determined by the Association president and superintendent of schools. A crisis shall be defined as a set of circumstances that may have an adverse effect on the health and safety of students and employees. The role of the crisis intervention team shall be to assist the Board in the development of preventative measures.

2. Up to three (3) employees, trained and designated by the Association may be loaned to other school corporations in the state facing a crisis that would benefit from their assistance. The decision to provide assistance shall be that of the designated employee(s) and shall be by request from the Board facing the crisis or from the Association affiliate.

F. **Association Officer Leave**

Upon request, an employee shall be granted a leave for up to one (1) year, or any part thereof, without loss of compensation or benefits, to serve as president of the Association. This leave shall be renewable on an annual basis with timely notification by the Association. Upon returning from such leave, the employee shall be placed at the same position on the salary schedule as the employee would have been had the employee worked in the corporation during the period of the leave. The employee shall also receive all rights and benefits that generally accrue to any employee.

G. **Association Leave Days**
The Association shall be granted a total of forty (40) days annually without loss of compensation or benefits for use by the Association president, or the president’s designee(s), to perform work of the Association, including attending the Indiana General Assembly to lobby on matters of educational concern.

H. Sick Leave

At the beginning of each school year, or upon employment, each employee shall be credited with fifteen (15) sick leave days. Unused sick leave days shall accumulate without limit and are available for use on the same basis as sick leave. In the event a new employee shall have accumulated one (1) or more sick leave days in another school corporation, then all such accumulated days shall be credited to the employee in this corporation upon the employee’s signing the employee’s first (1st) contract. Days used for sick leave during summer or evening school shall be deducted at the rate of one-half (1/2) day for each day of absence. Employees shall be given an accounting of their accumulated sick leave on each paycheck stub.

I. Sick Leave Bank

A sick leave bank shall be established and administered as follows:

1. Each qualified employee shall contribute annually one (1) of the employee’s sick days to the Sick Leave Bank. The Board shall report on the appropriate record or records of the employee the deduction of one (1) sick leave day contributed to the Sick Leave Bank.

2. Days that are thus placed in the Sick Leave Bank shall, if unused, accumulate from school year to school year.

3. The Association shall have the full right and responsibility to promulgate the rules and regulations governing use of such Sick Leave Bank days and to administer such bank, except as restricted by this collective bargaining agreement, or by applicable law.

4. Rules and regulations governing use of such Sick Leave Bank days, which rules and regulations shall be promulgated by the Association, shall be in writing. The Association shall provide a copy of such rules and regulations to any qualified individual upon reasonable request, and shall provide a copy (including any updated editions) of such rules and regulations to the Board within a reasonable time after their promulgation (or in the case of a new edition, their compilation), and shall advise the Board in writing of any changes in such rules or regulations within a reasonable time following such changes.

5. The term “qualified employee” shall include all employees of the bargaining unit. Any rules and regulations governing bank usage shall not distinguish between Association members and Association non-members, but shall apply without discrimination to all such categories.

6. In order to provide a legal justification for payment through the Sick Leave Bank of Board funds to any employee, the Association shall, with regard to any employee who is determined eligible to receive sick bank benefits, certify to the Board as to the date any such benefits are to cease. In any event, however, benefits as to any and all employees shall cease should the available days in the Sick Leave Bank become exhausted.
7. The Board shall provide monthly statements of the status of the Sick Leave Bank to the Association, including number of bank days used during the preceding month, and by whom, as well as indicating the balance of days remaining in the Sick Leave Bank account according to Board records.

K. **Personal Injury Leave**

Absence due to injury incurred in the course of the employee’s employment shall not be charged against the employee’s sick leave days. The Board shall pay to such employee his or her full salary or the difference between the employee’s salary and benefits received under the Indiana Worker’s Compensation Act for the duration of such absence.

L. **Extended Sick Leave**

An employee who has used all accumulated sick leave because of an extended or chronic illness not covered by the Worker’s Compensation Act shall receive, for a period not to exceed thirty (30) consecutive days, or the end of the contract, whichever comes first, the difference between the employee’s salary and the salary paid to a substitute employee.

M. **Family Illness Leave**

All employees of the Board shall be allowed leave, without loss of compensation, not accumulative and not deducted from sick leave, in case of illness, surgery, or accident involving a member of the immediate family. The term “immediate family” shall be defined as spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers, sisters, or others living in the home with the employees. This extended sick leave shall be in addition to any leave days or benefits granted under the Family Medical Leave Act.

N. **Study Leave**

A study leave of up to one (1) year without compensation shall be granted to any employee, upon proper application, for the purposes of engaging in study at an accredited college or university. Application shall be filed with the Board by March 1 for leave beginning the following September. For leave beginning the second (2nd) semester, applications shall be filed by November 1. Applicants requesting a study leave commencing in September shall be notified by March 15 as to the status of their applications. Applicants requesting leave commencing the second (2nd) semester shall be notified by November 15 as to the status of their applications. Applicants for study leave shall include with their application forms an outlined plan for the period of study leave.

O. **Military Leave**

Military leave shall be granted to any employee who is inducted or who enlists in any branch of the Armed Forces of the United States. Upon return from such leave, an employee shall be placed on the salary schedule at the level the employee would have achieved had the employee remained actively employed in the school corporation during the period of the employee’s absence. Also, the employee shall receive all rights and benefits that generally accrue to any employee. The employee shall have up to sixty (60) days after release from active duty to notify the Board of the employee’s intention to return to the corporation. If National Guard or Reserve encampment, or a period of active training due to an emergency situation should occur during the school year, the employee required to participate shall be granted a temporary leave...
of absence. The employee shall receive the employee’s regular salary minus that which the employee shall receive from the government for school days spent in military service.

P. Maternity Leave

An employee who is pregnant shall be entitled, upon request, to a leave of absence to begin at any time between the commencement of her pregnancy and one (1) year following the birth of the child.

1. The employee shall notify the Board, in writing, of her desire to take such leave, the expected duration of the leave, and, if possible, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. With the notice, the employee shall include a physician’s statement certifying her pregnancy, or include a copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. All or any portion of a leave taken by an employee because of a medical disability connected with, or resulting from her pregnancy may, at the employee’s option, be charged to her available sick leave.

2. Upon return to work, the employee shall be assigned to the same position that she held at the time the leave commenced, or if that position no longer exists, to a substantially equivalent position.

Q. Child Care Leaves

1. Short-term Child Care Leave – An employee shall be granted up to five (5) days paid leave upon the birth of the employee’s child. This leave shall commence with the birth of the child. In cases of adoption, assignment of custody of a child or foster child, this leave shall commence when the child is physically turned over to the employee. It is understood that this leave is in addition to any other leave days the employee may have available elsewhere in this collective bargaining agreement.

2. Long-term Child Care Leave – An employee, who has legal custody of a child residing in the employee’s household, shall be granted an unpaid leave up to a period of one (1) school year. Whenever possible, the employee shall give the Board at least thirty (30) days notice of his/her intent to take this leave.

R. Religious Holiday Leave

The Board agrees that each employee shall be granted one (1) leave day with pay per year, without loss of compensation, to observe an established religious holiday which occurs on a regularly scheduled school day where employee attendance is required.

S. Public Office Leave

Leaves without pay shall be granted to serve in public office. Such leaves shall be granted annually and renewed annually for the length of the term of office. In addition, time shall be granted to an employee for the purpose of campaigning for public office. Increment pay shall be granted provided the employee accrues one (1) year of creditable service, such service being the equivalent of one-hundred-twenty (120) days teaching service acquired during the twelve (12)-month period ending June 30.
T. Return from Leave

Upon return from any leave, an employee shall be assigned to the same position(s) the employee had prior to the beginning of the leave. The employee returning from leave shall have all rights and benefits restored.

U. Sabbatical Leave

1. The sabbatical leave policy is designed to provide an opportunity for those employees who have been employed for five (5) or more years in the school corporation to engage in a professionally related experience having a major focus on self-improvement.

2. Applications shall be filed with the Board by March 1 for leave beginning the following September. For leave beginning the second (2nd) semester, applications shall be filed by November 1. Applicants requesting sabbatical leave commencing in September shall be notified by March 15 as to the status of their application. Applicants requesting leave commencing the second (2nd) semester shall be notified by November 15 as to the status of their application. Applicants for sabbatical leave shall include with their application forms an outlined plan for the period requested for sabbatical leave.

3. A sabbatical leave of absence approved for one (1) semester shall carry an allowance of full contractual salary subject to such deductions as are required by law, Board regulation, or employee election. A sabbatical leave of absence approved for the academic year shall carry an allowance of full annual contractual salary subject to such deductions as are required by law, Board regulation, or employee election. An employee granted such leave shall advance on the salary schedule as if the employee had been working in the school corporation.

4. An employee on sabbatical leave shall be considered to be an employee of the [School Corporation] and shall be used a Regular Teacher’s Contract. Full insurance benefits as set forth in this collective bargaining agreement shall be provided employees on sabbatical leave. Employees on sabbatical leave shall be entitled to participate in any and all benefits that may be provided other contracted employees by the Board.

5. An employee returning from sabbatical leave shall be restored to the employee’s former teaching position. Vacancies created by sabbatical leave shall be filled on a temporary basis.

6. A committee composed of seven (7) employees shall review all applications for sabbatical leave. Four (4) of these seven (7) employees shall be school employees appointed by the Association, and three (3) shall be administrators appointed by the superintendent. When considering applications for Sabbatical Leave, the committee shall consider the following criteria:

   a. applicant’s length of service in the school corporation; and
   b. merit of the applicant’s proposed program.

V. Family Medical Leave Act

The benefits provided in the Family and Medical Leave Act (FMLA) shall, at the employee’s discretion, be in addition to those listed in this collective bargaining agreement and shall apply
to all employees. All employees on leave shall receive all insurance benefits. Intermittent or reduced schedule leaves shall be available to employees for all the types of leave mentioned in the FMLA. The leaves provided by the FMLA shall be available to employees for all members of the immediate family by blood, marriage or adoption (spouse, child, parent, brother, sister, grandchild, grandparent, or others living in the employee’s household). The employee shall continue to accrue seniority for any time spent on an approved leave. The year for purposes of the FMLA shall be a calendar year.

RATIONALE
ARTICLE 23
LEAVES

1. Most of the leaves advocated by the Association have federal and/or legislative and local Board support. Laws have been enacted and collective bargaining agreements have been bargained incorporating these leaves. Legal questions and the legal basis for the various leaves common in employee collective bargaining agreements are found in the ISTA publication, Educator’s Rights Under the Law. This reference answers most common employee questions, cites appropriate supporting federal and Indiana statutes, and provides Attorney General opinions in a number of areas. Scores of fact-finding and unfair practice decisions concerned with leaves have been rendered. Reference should be made to the IIERB Annual Reports, Cumulative Indices.

2. Provisions for various disability, personal injury, and various illness leaves not only promote employee morale, but, also, ensure that valuable and experienced employees are not lost to the education community.

3. Provisions for liberal personal leave recognize that employees have family and other personal obligations that cannot be taken care of at times other than school time.

4. Inherent in the responsibilities of the education community is a duty to foster and support our democratic society. Not to grant appropriate legal, military, and/or civic leaves to employees serving society in public office would be a repudiation of the concepts our schools teach.

5. Professional growth and sabbatical leave makes the employee a more valuable employee. Travel, formal education, and work experience provides a better background for communication with students.

6. Extended unpaid leaves provide employees a time for reassessment of work and career goals and for an opportunity for renewal of purpose and energy. A new work experience and the break will make an employee who decides to return to the classroom more valuable. An employee who does not return may have been suffering burnout making him/her a less valuable employee.

7. Association leave provides the employee with valuable work and travel experience and offers the employee growth opportunity in communication and interpersonal skills. The students of the returning employee benefit and the corporation benefits. Association and crisis leave are also ways to improve labor relations between the Board and the Association.
Sick Leave Bank

It is not uncommon for employees to experience severe illness or injury, or to suffer from chronic illness which depletes accumulated sick leave days or prevents the accumulation of sick leave days. Indiana law (IC 20-28-9-13) allows the creation of a sick leave bank to assist employees who need additional days. The suggested language requires employees to donate to the sick leave bank and also places employees in control of the operation of the bank. It is important that employees control the rules and regulations by which the bank operates. This is more likely when employees contribute their own days to the bank.

Some local Associations are looking for sick leave bank guidelines that they might consider for their own sick leave bank. The following guidelines are from just one local Association, and are only provided as a sample. They should not be included in an actual collective bargaining agreement.

Sick Leave Bank Guidelines

Purpose: The purpose of the sick leave bank is to relieve employees from undue financial burdens caused by illness, injury or incapacitation sufficiently severe that it would make their presence in school inadvisable.

1. The sick leave bank committee may grant, deny, or suspend grants of sick days from the bank. Any judgments or decisions will be final, but an applicant shall have the right to request a reconsideration by the committee. Any grants, by necessity, will be retroactive, except in instances of hospitalization, confinement in a nursing home or similar institution, in which cases the committee may grant days in advance when application is supported by appropriate medical evidence. Furthermore, each applicant automatically consents to submit a physician’s statement concerning illness, injury or incapacitation if it is deemed necessary by the sick leave bank committee.

2. Sick leave bank benefits shall not be approved for periods of time for which an employee would not otherwise be under employment as an employee by the corporation.

3. An employee who is employed in summer school shall be entitled to sick leave benefits only to the extent of the terms of that employee’s supplemental contract, but in no case exceeding the provisions of paragraph two (2). Any days drawn will be charged as a full day from the sick leave bank.

4. The sick leave bank committee will consist of five (5) members. The employees on the sick leave bank committee will be appointed by the president of the Association under its rules.

5. The committee will hold nine (9) regularly scheduled meetings during the school year. Special meetings may be called by the chairperson or on the request of any three (3) committee members. A majority of members will be required for any official action of the committee.

6. It shall be the responsibility of the committee to establish a sick leave bank accounting system as well as all forms necessary for the transaction of the committee’s business.

7. The administration of the sick leave bank shall be under strict standards of non-discrimination regardless of age, color, creed, sex, or status with regard to the Association.
8. Additions, deletions, and/or amendments to these guidelines may be made by a majority vote of the committee and must be approved by the Association’s board of directors, or may be made by the Association’s board of directors and shall be effectuated no sooner than five (5) working days after notification of such additions, deletions, and/or amendments to all interested parties. All additions, deletions and/or amendments must be approved by the Association’s board of directors.

ARTICLE 24

CHILD-CARE FACILITIES

A. The Board agrees that child-care facilities will be provided for employees of the Board who have pre-school age children.

B. The facilities shall be staffed by licensed day care personnel.

C. The facilities shall be in operation from thirty (30) minutes prior to the earliest time an employee is required to report to work during the day and shall remain open until thirty (30) minutes after the latest possible time an employee may be required to be at the employee’s site at the conclusion of the day.

D. The child-care service shall be provided at no charge to the school employee.

RATIONALE

ARTICLE 24

CHILD-CARE FACILITIES

Board-provided child care is a growing phenomenon as more families are forced to have both parents working. Not only does the Board provide a benefit that eases the financial burden on the employee, but it also gives the working parents peace of mind. They know that their children are well cared for in an educational environment.

ARTICLE 25

SUBSTANCE ABUSE TESTING

A. There shall be no mass or random testing of employees for substance abuse. Employees may be required to submit to a substance abuse test only after there is documented proof that an employee exhibits symptoms of job-related impairment.

B. The test is to determine the use of any alcoholic beverage, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana and/or anabolic steroid. However, it is not a violation to test positive for any of the above substances, if prescribed by a licensed physician.

C. It is a violation of school Board policy if any of the substances listed in Section B are used when not prescribed by a licensed physician, or sold or dispensed by an employee at any school corporation location.
D. All substance abuse tests ordered by the Board must be administered by a laboratory certified
by the state and/or federal government health authorities as a medical laboratory. All reports
must be reviewed by a toxicologist or a physician and confirmed before being released to the
school employer. Substance abuse tests are to be fully paid by the Board.

E. All reports and all rehabilitation efforts are confidential. The reports are to be made known
only to the Board and the employee and the employee’s representative.

F. Any employee, who is found to test positive in violation of the alcohol and drug policy, shall,
upon request, be given the opportunity to have a second (2nd) test administered by a physician
and/or at a medical facility of the employee’s choice with the Board paying for the cost of such
test. The second (2nd) test shall be administered within seventy-two (72) hours of the first (1st)
positive test.

G. Any employee, who tests positive on both tests, shall be given the opportunity to rebut the
results of the test and use a physician’s testimony in support of the rebuttal.

H. Any employee, who tests positive on both tests, or who voluntarily requests assistance from a
counselor or licensed institution, shall be given leave without pay for rehabilitation. The cost
of the counseling or cost of assistance at the institution shall be paid by the Board. The leave
shall not extend to more than one (1) year. Any employee, who has been on leave for
rehabilitation, may return to work following a doctor’s certification.

I. The Board will recognize any first (1st) time violation of the substance abuse policy as an
occurrence that should be handled as any other disability would be handled. No employee shall
be disciplined or dismissed as a result of a first (1st) time occurrence.

J. Any employee, who violates the terms of the Board’s substance abuse policy on a second (2nd)
ocurrence, may be disciplined under the terms of progressive discipline which would include
time off without pay prior to termination. The employee who tests positive on a second (2nd)
occaision will be required to undergo rehabilitation at a licensed institution. The costs of
rehabilitation at a licensed institution shall be paid by the Board. Any employee, who has been
on leave for rehabilitation, may return to work following a doctor’s certification.

K. A third (3rd) violation of the Board’s substance policy could lead to termination of employment.
Any employee terminated, as a result of the third (3rd) violation, would be given the full rights
of due process under the statutes of Indiana and under the due process provisions of the
collective bargaining agreement.

RATIONALE
ARTICLE 25
SUBSTANCE ABUSE TESTING

The Board, the employees, and the Association have a joint interest in workplace safety and in job
performance. The Board recognizes that substance abuses are treatable illnesses, and that the proper
response to these illnesses is education, treatment and rehabilitation, not punishment.
The Board recognizes that since all employees have a right to their privacy, adverse action against an employee for off-duty conduct should only be taken if it can be demonstrated that the employee’s off-duty conduct is specifically and directly impairing the employee’s on-the-job performance.

Random substance abuse tests are strictly prohibited. In keeping with the purposes and policies of the program, drug tests are to be administered only where there is a specific, objective reason to believe that the employee who is to be tested is jeopardizing workplace safety or is not performing his or her job because of on-the-job intoxication or impairment.

No test is performed until the “cause” to believe that the employee is impaired is properly documented – preferably in writing by at least two management officials – and until the employee has had the opportunity to advise his/her Association representative.

Sample collection is to be accomplished in a manner compatible with employee dignity. It is technically feasible to verify that a sample has not been tampered with without subjecting the tested employee to a degrading experience.

ARTICLE 26

SCHOOL EMPLOYEES AND STUDENTS WITH AIDS/ARC

The Board and the Association agree that the following guidelines will govern the Board’s treatment of students and school employees who have or could transmit AIDS to other students and/or school employees.

As used in this article, the terms “infected student”, “infected school employee”, and “infected individual” apply to both persons who have been diagnosed as having AIDS or ARC (Aids-Related Complex) and to persons who are “asymptomatic carriers,” that is, those individuals who have been infected by the AIDS virus and are capable of transmitting it, but who have not developed any of the symptoms of AIDS.

A. Infected students who lack control of their bodily secretions or who display behavior such as biting, vomiting, etc., and infected students who have uncovered, oozing lesions, shall not be permitted to attend classes or participate in school activities with other students.

B. The determination whether an infected student shall be permitted to attend class or participate in school activities with other students will be made on a case-by-case basis by the Board based on the recommendation of a team composed of public health personnel, the student’s physician, the student’s parents or guardian, and appropriate school personnel, who shall include the infected student’s primary employees. In making this determination, the team shall consider: (1) the behavior, neurological development, and physical condition of the student; (2) the expected type of interaction with others in the school setting; and (3) the impact on both the infected student and others in that setting.

C. If the Board has reasonable cause to believe a student is an infected individual, the Board shall require the student to submit to an appropriate medical evaluation.

D. If an infected student is permitted to remain in the school setting, school employees, who are likely to have regular personal contact with the student, shall be informed of the student’s identity by the board, and shall be provided with appropriate information as to the student’s
medical condition, including information as to any factors that might warrant a reconsideration of whether the student should be permitted to remain in the school setting.

E. If an individual student in grades K through 12 is not permitted to attend classes or participate in school activities with other students, the Board shall make every reasonable effort to provide the student with an adequate alternative education. To the extent that this requires personal contact between the student and school employees, only those school employees who volunteer shall be utilized.

F. A school employee shall not be required to teach or provide other personal contact services to an infected student.

G. The Board shall make available the proper equipment for handling blood or body fluids in each classroom and in other appropriate locations in each school building. This equipment shall include as minimum protection: disposable gloves, bleach or other appropriate disinfectant, soap, paper towels, and leak-proof bags.

H. The Board shall provide training for all school employees who have regular contact with infected students regarding the handling of blood or body fluids. The individual presenting the training shall be a medically certified individual with the skill and knowledge to present accurate information regarding AIDS and AIDS-related complex.

I. Comprehensive in-service education on AIDS/ARC will be provided for school employees in every school that will provide them with a basic understanding of AIDS, regardless of whether a student with AIDS or ARC is in attendance.

J. The Board may not require school employees to be tested for the AIDS antibody.

K. The identity of an infected school employee, who there is reasonable cause to believe is an infected individual, shall not be publicly revealed.

L. No school employee shall be terminated, non-renewed, suspended, transferred or subjected to any other adverse employment action solely because he or she is an infected individual.

RATIONALE
ARTICLE 26
SCHOOL EMPLOYEES AND STUDENTS WITH AIDS/ARC

Probably no health problems in modern history have been given as much publicity as AIDS. We need to protect employees and students against danger and discrimination. That is what this proposal is designed to accomplish. We want to ensure that employees’ rights are not violated while giving every opportunity to students. This issue must not be neglected and the best time to deal with it is before the problem arises. Once AIDS is present, it is not possible to avoid the emotionalism that is inherent in AIDS.
ARTICLE 27

CURRICULUM DEVELOPMENT / TESTING AND TEXTBOOK ADOPTION

A. A Curriculum Development and Testing Committee shall be responsible for any design, development, revisions and implementation in curriculum and Testing.

B. The committee shall initiate and establish policies affecting the design, development, and implementation of all Board testing program. The committee’s responsibilities shall include:

1. when not required under ESEA, IC 20-19-2-11, or other mandated tests, the committee shall determine the test(s) to be used at all levels.

2. that any mandated or non-mandated student test shall not be used in any way in the employee’s evaluation;

3. that the Board provides professional development for all employees on the results and application of all ESEA/IC 20-19-2-11 or other mandated tests used for students’ performance.

4. that employees be provided a standards report on student performance and;

5. that the employees be provided training for measures / performance with diagnostic / interpretive training for any mandated tests used by the Board.

C. A Textbook Selection Committee shall be responsible for any revisions in the adoption of new textbooks.

D. Each of these committees shall be composed of seven (7) employees. Four (4) of these seven (7) shall be Association members appointed by the Association, three (3) shall be administrators appointed by the superintendent. The decisions of the committees shall be binding. The Board shall pay all expenses pertaining to staff or clerical assistance needed by the committees.

E. Employees serving on these committees shall be provided released time to work during the regular day or be paid at their professional hourly rate, if required to work beyond the regular school day. The regular hourly rate shall be computed on a six (6) hour day.

RATIONALE

CURRICULUM DEVELOPMENT/TESTING AND TEXTBOOK ADOPTION

Educational goals and objectives in all curriculum areas are important and are the cornerstone for the particular program. All other considerations such as budget, selection of textbooks and resource materials and strategies should focus on the developed goals and objectives. All employees working in a particular curriculum area should have access to the developed goals and objectives in that discipline. Please notice the language on the establishment of a Curriculum Development and Testing Committee, and the role of this committee. Note the references to IC 20-19-2-11 and ESEA in the work of this committee.
Testing – With the increased demands on testing in a school corporation by state and federal governments, it is essential for the Association to demand that there be a committee to jointly determine all aspects of testing programs. That language that is provided helps the Association address the most important issues to discuss and include in contract language. With the added concern over interpretation of tests, it is important that all employees be trained to understand standards, measures, performance data, and the how to use diagnostic and interpretive programs and formulas that are included in testing.

ARTICLE 28

DISCUSSION COMMITTEES

A. The Board agrees that it will discuss all matters set forth in IC 20-29-6-7 prior to implementing any new policy or revising any existing policy related to these matters.

B. All discussion committees shall be comprised of at least one (1) more employee than Board representatives.

C. The Association shall determine the number of employees that will serve on each discussion committee.

D. The Association shall appoint all employees to discussion committees.

RATIONALE

ARTICLE 28

DISCUSSION COMMITTEES

Discussion committees can be very important, especially in a local affiliate where scope of the collective bargaining agreement is limited. Through discussion committees, a local affiliate can have significant input into Board policies, procedures and regulations. The Association urges discussion committees to demand the matters the parties agree to through discussion be memorialized in a memorandum of agreement. Such a process can improve trust between the parties and could lead to the memorandum of agreement being included in the collective bargaining agreement.

It is important for the exclusive representative to maintain a majority of membership on discussion committees and for the local affiliate to make all appointments of school employees to the committees. Both unfair labor practice decisions and decisions of Indiana courts support the exclusive representative’s right to make such appointments. The proposed language of this article will ensure this right is preserved.

Local affiliates are urged to refer to the Association publication Discussion Under P.L. 217 for direction on forming discussion committees and for conducting effective discussion. Please contact the local UniServ office for a copy of this publication.
ARTICLE 29

EMPLOYEE AUTHORITY AND PARENTAL COMPLAINT

A. The Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom.

B. The Board recognizes that the employee shall not be expected to assume the ongoing responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special employees, special counselors, social works, law enforcement personnel, physicians, or other professional persons, the employee shall refer that pupil to the appropriate administrator who shall provide the pupil with the necessary assistance.

C. The Board’s policy governing the use of corporal punishment shall be in accordance with state regulations or law. A written statement by the Board governing the use of corporal punishment shall be distributed to all employees, parents and pupils no later than the first week of the school term.

D. An employee may use such force as is necessary to protect the employee from attack or to prevent injury to another student.

E. Procedures for suspension and expulsion of pupils from school shall annually be distributed to students, parents, and employees.

F. An employee may remove a pupil from that employee’s class if the removal is necessary to ensure a safe, orderly, and effective educational environment. The student is to be assigned regular or additional school work to complete in another school setting. An employee can remove a student from that employee’s class for five class period for middle, junior high, or high school students. An employee can remove a student from that employee’s class for one school day for elementary school students. The parties agree to adopt procedures in each school building to implement these rights. I.C. 20-33-8-25(b)(7).

G. A pupil removed by an employee shall be sent from the classroom to the appropriate office, and the pupil shall be referred to the building principal or the principal’s designee.

H. The building principal or the principal’s designee shall take appropriate action to solve the discipline problem. Should the principal’s decision include re-admittance of the pupil to class, the employee shall be notified, in writing, of the conditions under which the re-admittance is granted. A pupil removed from a classroom shall not be returned to that classroom on the same day. Neither shall the student be returned before the statutory time limit set forth in IC-20-33-8-9 has expired.

I. If the misconduct continues, or if the pupil fails the conditions for re-admittance, said pupil shall be excluded from the employee’s class, subject to IC 20-33-8 et seq.

J. When an employee refers a student to the office for assistance in discipline, the administration shall make a written report to the employee of its actions in handling the referral. If the employee has recommended a course of action, the Board shall implement the employee’s recommendation. The Board shall maintain records of all student disciplinary referrals.
K. Any student who commits physical or verbal abuse against an employee will be excluded from school subject to the provisions of IC 20-33-8 et seq.

L. Any parent of a student or other person residing within the boundaries of the school corporation may request that the use of basic textbooks and other instructional materials be reconsidered according to the following procedures:

1. The parent of a student having concerns about the continued use of basic textbooks and other instructional materials shall first discuss the parent’s concerns with the classroom employee of the course and/or class in which the student is enrolled and in which the material is being used. Other persons residing within the boundaries of the school corporation who have a concern about the use of basic textbooks and other instructional materials shall discuss their concerns with a building principal at the level at which the material is being used.

2. If the parent or other person is not satisfied after talking with the employee or principal, whichever is appropriate, the parent or other person may request that the continued use of the basic textbook or other instructional material be reconsidered. To initiate such a request for reconsideration, the parent or other person shall complete the appropriate form and file such form with the superintendent.

3. Upon receipt of the request for reconsideration, the superintendent shall see that a local review committee is established. The review committee shall be composed of five (5) employees and two (2) citizens from the community selected by the Association and three (3) administrators selected by the Board. The review committee shall select a chairperson from the members of the committee. Once established, the review committee shall have thirty (30) school days to complete its reconsideration review and to make a written recommendation(s) to the Board;

4. If the Board does not agree with the recommendation(s) of the review committee, the Board shall return the review committee’s recommendation(s) and a written statement explaining the Board’s reasons for rejecting the review committee’s recommendation(s) to the review Board;

5. The review committee shall have two (2) weeks to reconsider its initial recommendation(s) as well as the Board’s written reasons for rejection of the committee’s initial recommendation(s) to the Board;

6. The Board shall make a decision concerning the request for reconsideration, but in its disposition of the request for reconsideration, the Board shall not violate this agreement nor the laws of the State of Indiana;

7. Any disputed materials shall remain in use in the school system until the Board shall take formal specific action to remove the materials.

8. In cases where the parent of a given student requests in writing that the student not make use of a basic textbook, other instructional material supportive to the basic textbook or additional instructional materials selected by individual employees for occasional use, the student will be given the opportunity to make use of other alternative instructional material according to the direction of the classroom employee of the class and/or course in which the student is enrolled.
9. Employees shall log the time necessary to prepare for the preparation of alternative materials. Employees shall be compensated at one and one-half (1.5) times their professional hourly rate for each quarter hour or major fraction thereof for time spent on the additional preparation.

RATIONALE

ARTICLE 29

EMPLOYEE AUTHORITY AND PARENTAL COMPLAINT

Employees have a right to expect that their Board will support them when control of the classroom is at stake. Therefore, this article sets out the rules in dealing with students and their parents.

Parents (taxpayers) have a right to inquire about their schools, but they should have to follow certain procedures. No employee should be subjected to intrusions and interruptions in his/her classrooms. Additionally, each Board should have in place rules that make it possible for employees to counsel rather than be confronted by angry, emotional parents.

Textbooks have become very controversial and employees as well as parents should know how to go about dealing with the issues that are bound to arise.

ARTICLE 30

STUDENT TEACHING ASSIGNMENTS

A. School employees who are supervising student teachers shall be permanent employees who possess a minimum of a Proficient Practitioner’s License, teach in their respective field of major preparation, and voluntarily accept the assignment. Such employees shall be known as “supervising employees.”

B. No student teacher shall be used as a substitute employee, nor shall any student teacher be placed in sole charge of a classroom until the supervising employee and the principal determine that this experience is desirable.

C. The supervising employee shall be paid at the rate provided in Appendix B, Extra Pay for Additional Services Schedule.

D. School employees who are supervising student teachers shall receive, prior to placement, a copy of any contract entered into between the Board and the placing institution for the student teachers.

RATIONALE

ARTICLE 30

STUDENT TEACHING ASSIGNMENTS

The two key factors for selecting a supervising employee are:

1. The person selected should be an experienced employee who is teaching the major subject for which he/she was prepared.
2. Student teachers coming in to teaching should be placed with the best person in their field that our system can provide.

Student teachers are placed in the school system in order to save money out of the substitute account. It is unfair to the student teachers to misuse them. To give the student teacher total responsibility before the supervising employee agrees they are ready is a gross violation of the purpose for which student teachers are placed.

A letter stating the conditions is important to all in order that the conditions are known and memorialized by all parties before questions arise. Note the recommendation that the employees, who are supervising student teachers, should receive a copy of any contract that exists between the Board and the placing institution...good protection for employees! Pay should be provided to the supervising employee in a reasonable time after the duties are completed. Fifteen (15) days are recommended. Separate checks should be issued to avoid confusion between regular duty and supervising employee pay.

ARTICLE 31

SUMMER SCHOOL

A. All openings for summer school and for adult education employees shall be adequately publicized by the Board and shall be posted in each school building no later than May 1. Applications must be submitted within one (1) week of the posting of said notice. Employees who have applied for such summer school shall be notified, in writing, of the action taken regarding their applications no later than May 15th.

B. Positions in summer school shall be filled first by employees regularly employed in the school corporation during the normal school year and who possess a regular teaching certificate.

C. Employees shall be selected for employment based on certification and seniority.

D. The Board shall prepare a list of employees selected for summer school employment with the seniority date and certification of each employee. Such list shall be transmitted to the Association president no later than May 15.

E. A summer school employee shall be issued a Supplemental Service Employee’s Contract and employees shall be paid for each hour of instruction at an hourly rate based on the employee’s regular employee contract. This hourly rate for employees shall be computed on a six (6) hour day.

F. Summer programs for students shall be forty (40) days in length and provide four (4) hours of instruction per day.

G. Employees shall receive paid preparation time at a ratio of one-half (1/2) hour for every hour of instructional time worked.

H. No employee shall be required to work a split shift or to work less than two (2) hours in any summer school program.
I. If a summer school program/course is offered through a Joint Summer School Education Program, under IC 20-30-7-5 to -11, the public school employee having the greatest public school experience with the certification for the position who applies, shall be granted the position. In the event of a tie, the employee with the earliest birth date shall be given the position. No Board shall enter into a joint summer school education program unless it agrees to this section.

J. Employees in summer programs shall receive four (4) days of paid leave (each equal to the length of the day worked) for their use.

K. Mandatory remedial summer school classes shall be limited to the following sizes:

- K – 6  8 students; and
- 7 – 12  10 students.

L. The performance of any student on the ISTEP test or in remediation programs shall not be used as a basis of employee evaluation or discipline. No employee shall suffer adverse consequences as a result of the exercise of the employee’s professional judgment in decisions related to summer remediation or retention.

RATIONALE
ARTICLE 31
SUMMER SCHOOL

Summer school is an extension of the regular school program and an extension in time to meet the needs of regular students. Regular employees are underpaid and generally need supplemental income. Summer school offers an opportunity for additional income, and opportunity that should be extended to regular employees prior to the hiring of any new employees. These opportunities for additional income establish an incentive for employees to remain in the teaching profession because of added compensation.

Indiana Code 2-28-6-3(1)(B), “The state superintendent shall do the following: (1) Prescribe the following forms: . . . (B) The supplemental service teacher’s contract.”

Indiana Code 20-28-6-7(b), “The supplemental service teacher’s contract shall be used when a teacher provides professional service in evening school or summer school employment, except when a teacher or other individual is employed to supervise or conduct noncredit courses or activities.”

Indiana Code 20-28-6-7(c), “If a teacher serves more than one hundred twenty (120) days on a supplemental service teacher’s contract in a school year, the following apply: (1) Sections 1, 2, 3 and 8 of this chapter. (2) Leaves of absence. IC 20-28-10-1 through IC 20-28-10-2. (3) Suspensions and terminations. IC 20-28-7-3 through IC 20-28-7-5. (4) Resignation by teacher; non-renewal of non-permanent teachers. IC 20-28-7-7 through IC 2-28-7-12. (5) Teacher bound by previous contract. IC 20-28-7-14. (6) Leaves of absence - types. IC 20-28-10-1 through IC 20-28-10-5.”

The salary of an employee who serves on a supplemental service contract shall be the same as the salary of a regular employee on the regular pay schedule in effect in the school corporation wherein he/she shall serve. Part-time service on the supplemental service contract shall be computed on the basis of six (6) hours as a full day of service.”
This language establishing the supplemental contract clearly requires Boards to use this type of contract for summer school. Furthermore, it establishes the responsibility, as does Rule A-3 of the Indiana State Department of Education, for Boards to pay employees on their hourly rate based on their proper placement on the salary schedule. State guidelines allow Boards to offer a maximum of forty (40) days of summer school at four (4) hours per day.

ARTICLE 32

SUBSTITUTE EMPLOYEES

A. A list of persons who are available to work as substitute employees shall be approved and distributed to employees each year.

B. Student teacher(s) shall not be used as substitute(s).

C. A qualified substitute employee shall be provided for all absent employees.

D. Substitute employees shall be required to submit to the regular employee a detailed report, for the regular employee’s sole use, which will include any significant occurrences during the day and the material covered in the course of the day.

E. Any time an employee who is employed on a Regular Teacher’s Contract takes a leave of absence of fifteen (15) days, or longer, the employee’s substitute shall be employed on a Temporary Teacher’s Contract from his/her first date of employment in that position. Service on a Temporary Teacher’s Contract shall be credited toward status under the State of Indiana’s tenure classifications (nonpermanent, semi-permanent, and permanent).

RATIONALE

ARTICLE 32

SUBSTITUTE EMPLOYEES

The Board should have a list of available substitutes so that employees can see it and request those they know will do a good job in their absence from the classroom.

Employees who are absent should be replaced with substitutes when they are absent. It is not appropriate for student teachers who are there for an entirely different reason to be assigned as substitutes.

The State of Indiana never requires an employer to issue a Temporary Teacher’s Contract. The only way to be sure that long-term substitutes receive a Temporary Teacher’s Contract is important because there is no other way to include long-term substitutes in the bargaining unit and ensure that they receive the benefits of the collective bargaining agreement (sick leave, personal leave, insurance, etc.).
ARTICLE 33

EFFECT OF COLLECTIVE BARGAINING AGREEMENT

A. The parties mutually agree that the terms and conditions set forth in this collective bargaining agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual agreement of the parties in an amendment hereto. The amendment must be ratified by the school employees and the Board in order to become a part of this collective bargaining agreement.

B. Should any article, section, or clause of this collective bargaining agreement be declared illegal by a court of competent jurisdiction, the article, section or clause, as the case may be, shall be automatically deleted from this collective bargaining agreement to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect.

C. This collective bargaining agreement shall supersede any rules, regulations, or practices of the Board, that shall be contrary to or inconsistent with the terms contained in this collective bargaining agreement. The provisions of this collective bargaining agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Any individual contract between the Board and any school employees shall be expressly subject to the terms and conditions of this collective bargaining agreement or successor collective bargaining agreements.

E. The parties agree that each article, section, or clause of this collective bargaining agreement is legal and enforceable under the present state of the law of the State of Indiana and under the current laws of the United States of America. Neither party will contend in the future that an article, section, or clause of this collective bargaining agreement is void, illegal, or unenforceable based upon the state of the law as of the execution date of this collective bargaining agreement.

F. Copies, written, or electronic, of the collective bargaining agreement shall be prepared at the expense of the Board within thirty (30) days of the ratification of the collective bargaining agreement by both parties and distributed to all current employees and to all school employees hereinafter employed by the Board.

RATIONALE

ARTICLE 33

EFFECT OF COLLECTIVE BARGAINING AGREEMENT

A properly worded effect of a collective bargaining agreement provision is crucial to the integrity of the collective bargaining agreement. The term of the collective bargaining agreement establishes a working relationship between the parties regarding the area covered by the collective bargaining agreement. The term of the collective bargaining agreement prevents either side from claiming that oral agreements, side agreements, or any past practices that are inconsistent with the collective bargaining agreement may be relied upon in the labor-management relationship between the parties.

The effect of the collective bargaining agreement provides for a way to alter or amend the collective bargaining agreement through mutual agreement and prevents unilateral additions to or deletions from
the collective bargaining agreement without mutual agreement. This well-established principal was forcefully confirmed by IEERB in Monroe County Community School Corporation and Monroe County Education Association, Case No. R-73-54-5740, when the Hearing Examiner said, “It is fundamental to the law of contracts that one party without the sanction of the other cannot unilaterally rewrite the terms of a written agreement and then expect to bind the second part...As a result, once a written agreement has been reached it is inappropriate to change one comma, add one period, or even dot an ‘i’ without the consent of the other party.” Any amendments to the collective bargaining agreement must be ratified by the school employees and the Board to become part of the collective bargaining agreement. This includes so-called Memoranda of Agreement, Memoranda of Understanding, etc.

Another essential ingredient in the effect of the collective bargaining agreement is language that prevents the entire collective bargaining agreement from being voided if a court of competent jurisdiction declares some article, section, or clause of the collective bargaining agreement to be illegal. (See sample language, Paragraph B.) This language protects against a deliberate insertion of a clause that is known to be illegal in order to nullify the entire collective bargaining agreement.

Finally, the proper effect of collective bargaining agreement language ties individual employee’s contract to the terms of the collective bargaining agreement. This provision is important because individual contracts are often signed after the effective date of the collective bargaining agreement and sometimes contain errors that must be corrected to make the individual contract agree with the collective bargaining agreement.

SPECIAL NOTE: Arbitrators have generally held that parole evidence that would include oral agreements, table agreements, etc., may not be used to interrupt the collective bargaining agreement where the language is not ambiguous. Interpretation in light of the law, normal and technical use of language, construction in light of language content, meaning consistent throughout the collective bargaining agreement, etc., are areas used by arbitrators to interpret collective bargaining agreement language.

ARTICLE 34

TERM OF COLLECTIVE BARGAINING AGREEMENT

A. This collective bargaining agreement shall be effective as of August 1, 20____, and shall continue in full force and effect through July 31, 20____. This collective bargaining agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. This collective bargaining agreement is made and entered into at ____________, Indiana, on this ____ day of ____________, 20____, by and between the Board of School Trustees of the _____________ School Corporation, County of _____________, State of Indiana, and the _____________ Education Association, an affiliate of the Indiana State Teachers Association, and the National Education Association, referred to as the “Association”.

C. _______ days prior to the expiration of this collective bargaining agreement, the parties shall initiate bargaining for the purpose of entering into a successor collective bargaining agreement.
D. This collective bargaining agreement is so attested to by the parties whose presidents’ and
secretaries’ signatures appear below:

FOR THE ASSOCIATION          FOR THE BOARD OF SCHOOL TRUSTEES

BY: ___________________________    BY: ___________________________

_________________________________________  ___________________________
President                                    President

_________________________________________  ___________________________
Secretary                                    Secretary

_________________________________________  ___________________________
Bargaining Spokesperson                    Bargaining Spokesperson

SPECIAL NOTE: It is strongly recommended that a UniServ Director not be a signator to
the collective bargaining agreement between an ISTA bargaining affiliate and school
employer.

RATIONALE
ARTICLE 34
TERM OF COLLECTIVE BARGAINING AGREEMENT

The term of the collective bargaining agreement sets out the beginning and ending dates of the
collective bargaining agreement. This is most important because salaries and other benefits for
employees, who work in the summer months, or who report in before the beginning of the regular
school term, are calculated on the collective bargaining agreement in effect when the service is
performed.

It is a common standard in contract law that a collective bargaining agreement must have an end date
to be a valid collective bargaining agreement. This principle was enunciated in an Indiana court
decision in Henry County, State ex. rel. Lowell Grammar vs. Board of School Trustees of
Northwestern School Corporation, and Board of School Trustees vs. Lowell Grammar and
Northwestern Classroom Teachers’ Association, Consolidated Cause No. 81-C-611 and Cause No. 82-
C-592. The Court also cited South Bend Community School Corporation vs. National Education
Association – South Bend (1983, Ind. App.) 444 NE 2d 348; Police Protective Association of Casper,

Another area to be considered concerning the term of the collective bargaining agreement is the multi-
year collective bargaining agreement. Multi-year collective bargaining agreements are advantageous
in that the local Association leaders are relieved from the year-round bargaining syndrome and can
devote their energies to other Association work. Ideally, multi-year collective bargaining agreements
should be completed closed. Bargaining a collective bargaining agreement with only one or two
reopeners may place the Association at a disadvantage, there are not “trade-off” items.

A UniServ Director should not be a signator to the collective bargaining agreement between an ISTA
bargaining affiliate and school employer. The UniServ Director is an employee and agent of ISTA and
NEA and neither of these organizations are a party of interest to the agreement.
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**SPECIAL NOTES:** The index in the above salary schedule represents the ratio of a particular point in the schedule to the base. For example: MS, step 5 has an index or 1.43 which means the salary at BS, step 0 multiplied by 1.43 will equal the salary at MS, step 5.

**ISTA Goal—B-0 starting at $40,000**
SPECIAL NOTE: The following activities represent some types of activities a local Association could bargain for extra pay. This list is not meant to be all inclusive and local Associations are urged to include any appropriate activities which are not listed.

(ILLUSTRATIVE CATEGORIES)

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SPECIAL NOTE: In final form, the schedule would contain the following:

Title of Activity | Total dollar amount or percent of base salary for the activity and/or appropriate released time.
GRIEVANCE REPORT FORM

Grievance # __________  ________________________________ School Corporation

Name _________________________________________________

Distribution: 1. Superintendent

2. Principal

3. Association

4. Employee

GRIEVANCE REPORT

Submit to Principal in Duplicate

Building  Assignment  Name of Grievant  Date Filed

__________________________________________________________________________________

STEP 1

A. Date Cause of Grievance Occurred

__________________________________________________________________________________

B. 1. Statement of Grievance

__________________________________________________________________________________

2. Relief Sought

__________________________________________________________________________________

__________________________________________________________________________________

Signature__________________________________       Date___________________________

C. Disposition by Principal

__________________________________________________________________________________

Principal’s Signature _____________________________      Date_______________________
GRIEVANCE REPORT FORM

STEP TWO

Grievance # __________________________

Distribution: 1. Superintendent
2. Principal
3. Association
4. Employee

Name of Grievant __________________________ Date Filed __________

Building __________________________ Assignment __________

A. Date of Appeal to Superintendent __________________________

B. Grounds for Appeal __________________________

C. Date, Time and Place of Meeting with Superintendent __________________________

D. Disposition by Superintendent __________________________

E. Position of Grievant and/or Association __________________________
The employee’s contract should be continued ______________ discontinued _______________

GRIEVANCE REPORT FORM

STEP THREE

Grievance #___________

Distribution:  1. Superintendent
               2. Principal
               3. Association
               4. Employee

Name of Grievant __________________________________________ Date Filed ______________

Building ____________________________ Assignment ____________________________

A. Date Submitted to Arbitration

B. Disposition and Award of Arbitrator
Signature of Arbitrator _______________________________ Date ___________________
## APPENDIX D

**EXTRACURRICULAR EMPLOYEE PERFORMANCE EVALUATION FORM**

<table>
<thead>
<tr>
<th>Name ___________________________________________</th>
<th>Date ____________________________</th>
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</thead>
<tbody>
<tr>
<td>Years of Experience _________________________________</td>
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</table>

1. **What are this employee’s job-related strengths?** (Indicators to be used are student conduct in the observed activities, methods used in the context of the observed activities, the observed activity, and the observed students, employee knowledge of activity, teaching techniques, and use of time and materials.)

   ____________________________________________________________________________________

   ____________________________________________________________________________________

   ____________________________________________________________________________________

   ____________________________________________________________________________________

   ____________________________________________________________________________________

2. **What are the methods of improving those strengths?** (Specific, reasonable written recommendations and definite positive assistance are to be used.)

   ____________________________________________________________________________________

   ____________________________________________________________________________________

   ____________________________________________________________________________________

   ____________________________________________________________________________________

   ____________________________________________________________________________________

3. **What are the employee’s job-related weaknesses, if any?** (Indicators to be used are conduct in the observed activities, methods used in the context of the observed activities, the observed activity, and the observed students, employee knowledge of activity, teaching techniques, and use of time and materials.)

   ____________________________________________________________________________________

   ____________________________________________________________________________________

   ____________________________________________________________________________________

   ____________________________________________________________________________________

   ____________________________________________________________________________________

4. **What are the methods of eliminating those weaknesses?** (Specific, reasonable written recommendations and definite positive assistance are to be used.)

   ____________________________________________________________________________________

   ____________________________________________________________________________________

   ____________________________________________________________________________________

   ____________________________________________________________________________________

   ____________________________________________________________________________________
The employee’s contract should be continued ________ discontinued ________.

Comments

Signature does not signify agreement as to content of this evaluation.

Employee’s Signature   Evaluator’s Signature

Date                     Date
APPENDIX E

EMPLOYEE PERFORMANCE EVALUATION FORM

Name _________________________________________ Date _____________________________

Years of Experience _________________________________________________________________

1. What are this employee’s job-related strengths? (Indicators to be used are student conduct in the
observed activities, methods used in the context of the observed activities, the observed activity,
and the observed students, employee knowledge of activity, teaching techniques, and use of time
and materials.)

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

2. What are the methods of improving those strengths? (Specific, reasonable written
recommendations and definite positive assistance are to be used.)

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

3. What are the employee’s job-related weaknesses, if any? (Indicators to be used are conduct in the
observed activities, methods used in the context of the observed activities, the observed activity,
and the observed students, employee knowledge of activity, teaching techniques, and use of time
and materials.)

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________
4. What are the methods of eliminating those weaknesses? (Specific, reasonable written recommendations and definite positive assistance are to be used.)

The employee’s contract should be continued _______ discontinued _______.

Comments

Signature does not signify agreement as to content of this evaluation.

Employee’s Signature          Evaluator’s Signature

Date          Date
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<td>ACTION TAKEN ON ABOVE REQUEST:</td>
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TO: Superintendent of Schools

FROM: _______________________________________  

DATE:  _______________________________________  

Purpose____________________________________________________________________________

__________________________________________________________________________________

Dates    `   Place Where Held  

__________________________________________________________________________________

Signature       Title  

__________________________________________________________________________________

Department       School  

ESTIMATED EXPENSES:  

Mode of Travel  

(Train, Plane, Car, Bus)   ____________________________________________  

Distance     ____________________________________________  

(Fare (Round Trip)  

Lodging     ____________________________________________  

Other Costs     ____________________________________________  

Is a substitute needed?   YES _____  NO _____  

If “yes”, for how many days? __________   

DATE RECEIVED IN SUPERINTENDENT’S OFFICE:____________________________________

Total Amount Applied For:_________________________________________________________

Amount Approved: _______________________________________________________________

SIGNED: _________________________________________________________  

DATE: _________________________________________________________  

APPENDIX G  

PROFESSIONAL LEAVE FORM
TO: Building Principal

FROM: _____________________________________________

TODAY’S DATE _______________________________________

DATE(S) OF PERSONAL LEAVE

________________ FULL DAY

________________ HALF DAY