

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

Sample Collective Bargaining Agreement Language and Rationale

Indiana State Teachers Association

**Revised By
Terry Troxell
Richard J. Darko
Rod Ellcessor
Ruth Henderson
Art Henderlong
Chad Hunter
Mike Shanesy
Craig Blume**

January 2009

1 **Sample Collective Bargaining Agreement**
2 **Language and Rationale**
3
4

5 Since the last revision of this manual in 2007, many education reforms have been enacted at both the
6 state and federal levels of government. The Elementary and Secondary Education Act (ESEA). SEA
7 199, and other reforms plus the increasing costs of insurance necessitated changes in what and how
8 successor agreements are bargained.
9

10 To accommodate these changes, a staff task force reviewed every article and section of the 2007
11 manual and made modifications and additions in order for this revision to be more relevant to today's
12 bargaining needs. The names of staff task force members appear on the inside cover page of this
13 manual. Their hard work and expertise in taking on this tremendous responsibility are greatly
14 appreciated.
15

16 In this edition you will find that we have moved the rationale from the end of the manual to the end of
17 each Article where it applies. This should make it easier for you to review the rationale and work it
18 into your bargaining presentation where needed.
19

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

TABLE OF CONTENTS

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

1	Article 34	Term of Collective Bargaining Agreement.....	97
2			
3		APPENDICES	
4	Appendix A	Salary Schedule.....	99
5	Appendix B	Extra Pay for Additional Services Schedule.....	100
6	Appendix C	Grievance Report Form.....	101
7	Appendix D	Extracurricular Employee Performance Evaluation Form.....	105
8	Appendix E	Employee Performance Evaluation Form.....	107
9	Appendix F	Transfer Form.....	109
10	Appendix G	Professional Leave Form.....	110
11	Appendix H	Personal Leave Form.....	111
12			

1 ARTICLE 1

2
3 **RECOGNITION**

4
5
6 A. The Board of School Trustees hereby recognize the _____ Education
7 Association, an affiliate of the Indiana State Teachers Association, and National Education
8 Association, as the exclusive bargaining representative for all certificated personnel of the school
9 corporation except the superintendent, assistant superintendent(s), principal(s), assistant
10 principal(s), and business manager. When “Board” is used in this collective bargaining agreement
11 it shall mean the Board of School Trustees and authorized agents and representatives.
12

13 B. The term “employee” when used hereinafter in the collective bargaining agreement shall refer to all
14 employees represented by the Association in the bargaining unit. Such bargaining unit shall
15 include all employees who work for more than fifteen (15) consecutive days in the school
16 corporation. These employees shall sign either a Regular Teacher’s Contract or a Temporary
17 Teacher’s Contract.
18

19 C. All work currently performed by bargaining unit members, as well as future work of a similar
20 nature, shall be deemed bargaining unit work.
21

22 **SPECIAL NOTE: If Recognition modified send a courtesy copy to the IEERB separate from**
23 **contract.**
24

25
26 RATIONALE
27 ARTICLE 1
28 **RECOGNITION**
29

30 It is imperative that the recognition clause be included in the collective bargaining agreement. The
31 recognition clause is a record that the exclusive representative has been formally recognized by the
32 Board as the exclusive representative of all employees. The recognition clause must establish the
33 parameters of the bargaining unit.
34

35 There have been many unit determination decisions since the enactment of Public Law 217 in 1973.
36 Decisions on exclusion from the bargaining unit rest on the question of whether a position is
37 responsible for hiring, evaluation and firing other employees. The positions most commonly excluded
38 from the bargaining unit are superintendent, assistant superintendent, building principals and assistant
39 building principals. There are other categories of positions that are excluded in some collective
40 bargaining agreements. Be sure that the recognition clause identifies the positions excluded and not
41 the positions included. To identify the positions included is to limit the scope of the bargaining unit by
42 potentially excluding all newly created positions.
43

44 Some collective bargaining agreements exclude department chair people and coaches. Generally, these
45 two categories are not responsible for hiring, evaluating, and firing certificated personnel. Department
46 chair people typically have very little authority in the employment arena. Coaches are not responsible
47 for hiring and firing certificated personnel. Some coaches are responsible for evaluating and even
48 firing coaches from coaching positions. However, in a decision coming out of the Marion Community
49 Schools, the court very clearly said that coaches are not to be excluded from the bargaining unit just
50 because they evaluate and fire other coaches. It does not require certification to be a coach. Coaches

1 do not fire other coaches from classroom responsibilities. If either department chair people or coaches
2 are excluded from the bargaining unit, you should immediately take another look at the possibility of
3 bargaining the return of these positions to the bargaining unit. We want the department chairpersons in
4 our bargaining unit and we want them well represented. Therefore, we bargain their “class size” in
5 granting them release time, depending on the number of persons in their department. We bargain their
6 extended contracts and their pay, and we guarantee they won’t evaluate employees, thereby becoming
7 administrators.

8
9 The language of the recognition clause should state that all newly created positions will be a part of the
10 bargaining unit. This precludes the Board from establishing a lot of new positions or renaming old
11 positions just to exclude positions from the bargaining unit. With this language included in the
12 recognition clause, Boards must bargain with the exclusive representative over the exclusion of a new
13 position or ask the Indiana Education Employment Relations Board (IEERB) to make a determination
14 as to the exclusion of a new position.

15
16 The problem of subcontracting has not been an issue for school employees in the past, but is beginning
17 to rear its ugly head. This is work that has always been considered bargaining unit work. Outsiders
18 have now been hired to do extracurricular work when regular employees were available. Therefore,
19 language in the collective bargaining agreement should clearly state that employees employed on an
20 hourly basis are a part of the bargaining unit too. This precludes the Board from hiring lay coaches
21 and paying them whatever they wish to pay because they are excluded from the bargaining unit.
22 Electronic teaching is now on the horizon with pilot projects being used in Indiana. The Association
23 does not believe that a child can be taught as well over a television as he can be taught by an employee
24 in the classroom. We believe that we can do bargaining unit work best!

25
26 Finally, the recognition clause should contain language stating that employees on leave are still a part
27 of the bargaining unit. Employees on a leave of absence generally sign a Regular Teacher’s Contract
28 just for State Tax Board purposes. Employees on a leave of absence have always been given the right
29 to vote in an exclusive representation election. This right has been given by IEERB because it
30 recognizes that these employees on leave are still members of the bargaining unit.

31 32 33 ARTICLE 2

34 35 GRIEVANCE PROCEDURE

36
37
38 A. A claim by the Association that there has been a violation, misinterpretation, or misapplication of
39 any provision of this collective bargaining agreement or any rule, order or regulation of the Board;
40 state law or regulation; the individual employee contract; or the supplemental employee contract
41 may be processed as a grievance as hereinafter provided.

42
43 B. **STEP ONE** – In the event that the Association believes there is a basis for a grievance, the
44 Association shall file the grievance with the building principal or immediate supervisor, within
45 thirty (30) days of the time when the grievant should have reasonably known of the alleged
46 violation. The form shall be available from the Association representative in each building. (See
47 Appendix C, Grievance Report Form) A copy of the grievance form shall be delivered to the
48 principal. If the grievance involves employees at more than one (1) school building, or if the cause
49 of the grievance originated from an authority higher than the principal, it may be filed with the
50 superintendent or the superintendent’s designee.

1 Within five (5) days of receipt of the grievance, the principal shall meet with the Association in an
2 effort to resolve the grievance. The principal shall indicate the principal's disposition of the
3 grievance, in writing, within five (5) days of such meeting and shall furnish a copy thereof to the
4 Association.
5

- 6 C. **STEP TWO** – If the Association is not satisfied with the disposition of the grievance, the
7 grievance may be transmitted to the superintendent within five (5) days of receipt of the principal's
8 answer, or within ten (10) days from the date of filing, whichever shall be later. If the principal
9 fails to answer the grievance within five (5) days of the meeting at STEP ONE, the grievance shall
10 automatically be deemed transmitted to the superintendent.
11

12 Within seven (7) days, the superintendent, or the superintendent's designee, shall meet with the
13 Association on the grievance and shall indicate the superintendent's disposition of the grievance, in
14 writing, within five (5) days of such meeting and shall furnish a copy thereof to the Association.
15

- 16 D. **STEP THREE** – If the Association is not satisfied with the disposition of the grievance by the
17 superintendent, or the superintendent's designee, or if no disposition has been made within five (5)
18 days of such meeting or ten (10) days from the date of filing, whichever shall be later, the
19 grievance may be submitted to binding arbitration before an impartial arbitrator.
20

21 1. The selection of the arbitrator and the rules governing the arbitration proceedings shall be in
22 accordance with rules of the American Arbitration Association (AAA), the Federal Mediation and
23 Conciliation Services (FMCS), or of the American Mediation Services (AMS), at the
24 determination of the Association.
25

26 2. The Board and the Association shall not be permitted to assert in such arbitration proceedings
27 any ground or to rely on any evidence not previously disclosed to the other party.
28

29 3. The arbitrator shall have the authority to renew a nonpermanent teacher's contract up on a
30 finding of a violation of this agreement.
31

32 4. Both parties agree to be bound by the award of the arbitrator. The arbitrator shall be
33 empowered to fashion a remedy at law and in equity sufficient to redress any violation of the
34 collective bargaining agreement. However, the arbitrator shall have no power to add to or subtract
35 from the terms of this collective bargaining agreement.
36

37 5. The fees and expenses of the arbitrator shall be borne by the Board.
38

- 39 E. Within fifteen (15) days of written application for arbitration, the Association may request a pre-
40 arbitration conference (similar to a pre-trial conference) to be held within fifteen (15) days of said
41 request, unless mutually extended. At said conference, the parties shall be afforded full discovery,
42 exchange witness lists, documentary evidence, and attempt to reach agreement on the issues.
43

- 44 F. The time limits provided in this article shall be strictly observed, but, may be extended by a written
45 agreement between the parties. All days referred to in this article are days when employees are in
46 attendance. During the summer break, the term "day" shall mean weekdays, Monday through
47 Friday, excluding holidays. This definition of "days" shall apply to all other articles and sections
48 of the collective bargaining agreement – unless otherwise specified.
49

- 50 G. Notwithstanding the expiration of this collective bargaining agreement, any claim or grievance
51 arising there under may be processed through the grievance procedure to resolution.

- 1
2 H. If, in the judgment of the Association, a grievance affects a group or class of employees, the
3 Association may submit such grievance, in writing, to the superintendent or the superintendent's
4 designee directly and the processing of such grievance shall be commenced at STEP TWO (2) of
5 the grievance procedure.
6
7 I. All documents, communications, and records dealing with the processing of a grievance shall be
8 filed separately from the personnel files of the participants.
9
10 J. An employee engaged during the school day in the investigation, preparation, or presentation of a
11 grievance, or who is a witness for same, shall be released from regular duties without loss of pay or
12 other benefits.
13
14

15 RATIONALE
16 ARTICLE 2
17 **GRIEVANCE PROCEDURE**
18

19 No collective bargaining agreement, however complete and sophisticated, can be expected to fully
20 guarantee the provision to employees of its benefits or the protection of the rights outlined therein
21 without a workable grievance procedure. Practically speaking, if you do not have a grievance
22 procedure ending in binding arbitration, you simply do not have a collective bargaining agreement
23 because you cannot afford to enforce it.
24

25 Although it is often possible to force compliance with a collective bargaining agreement by legal
26 action, this is very time consuming and expensive. We also are aware that many Indiana courts are
27 less than well acquainted with typical collective bargaining agreement language. On the other hand, a
28 well-drawn grievance procedure will provide a much more rapid and inexpensive means to resolve a
29 conflict about implementation of the collective bargaining agreement – and an arbitrator, usually
30 selected through the services of the American Arbitration Association (AAA), the Federal Mediation
31 and Conciliation Service (FMCS), or the American Mediation Service (AMS) can be expected to
32 possess expertise in virtually all aspects of collective bargaining.
33

34 Additionally, the ISTA has within its staff the knowledge and experience to assist and train local
35 grievance representatives in the processing of grievances and to effectively advocate employee cases
36 before arbitrators. The ISTA also maintains a file of arbitration awards and information on arbitrators.
37

38 **Section D. 3**
39

40 As a result of a 2001 decision from the Indiana Court of Appeals, it is important to include in the
41 grievance procedure language which specifically authorizes an arbitrator to reinstate a nonpermanent
42 employee. The collective bargaining agreement in the North Miami Community Schools provided for
43 binding arbitration of collective bargaining agreement disputes; but, it did not expressly make
44 reference to the arbitrator's authority to reinstate a nonpermanent employee. An arbitrator determined
45 that the Board had engaged in three or four significant violations of the collective bargaining
46 agreement in the way in which it terminated one nonpermanent employee. However, the Court of
47 Appeals held that because the collective bargaining agreement did not make specific reference to the
48 arbitrator's authority to reinstate an employee, he did not have that authority. The suggested language
49 will prevent such an error from occurring again.
50
51

1 ARTICLE 3

2
3 **JUST CAUSE STANDARDS**

4
5
6 An employee shall not be disciplined, reprimanded, suspended, reduced in compensation, demoted,
7 discharged, canceled, non-renewed, or deprived of any professional advantage without just cause.
8

9
10
11 RATIONALE
12 ARTICLE 3
13 **JUST CAUSE STANDARDS**

14
15 Indiana law sets up minimum procedures for employee dismissals; dates and times, hearing
16 requirements, requirement to assign one of six or seven reasons for dismissal, etc. The only test for
17 Board actions is that they not be “arbitrary” or “capricious”. A close synonym for these words is
18 “whimsical.” The dismissal laws, as revised in 1993, do contain additional language of extreme
19 importance to employees:
20

21 A. The provisions of this chapter constitute minimum standards and may not be construed to limit
22 the provisions of a collective bargaining agreement negotiated under IC 20-29 as permitted under IC
23 20- 28-7-13.
24

25 B. This chapter does not prohibit a Board and an exclusive representative from collectively
26 bargaining agreements that supplement the minimum requirements under this chapter.
27

28 Thus, the law prevents the Board from being whimsical, subject to enforcement in court, a lengthy
29 expensive process (several years and several thousand dollars). The law goes on to allow employees to
30 bargain more.
31

32 The “more” is just cause. It means fair treatment. It does not mean loss of “local control” for school
33 Boards. They retain their ability to hire, fire, etc.
34

35 However, the causes for their actions against employees must be just. It is the professional manner of
36 dealing with graduate-degreed, state-certified employees. Perhaps because the administrators and
37 Boards have had insufficient or no training and experience in just cause, perhaps because those people
38 are busy with voluminous reports including just cause for students, or perhaps because of other
39 reasons, we have not had fair treatment in the past.
40

41 A single sentence can guarantee just cause in a contract so that it is enforceable through a process of
42 neutral decision (binding arbitration of grievances) taking a few months and a few hundred dollars if
43 there is a dispute. Just the existence of the written word, however, will cause the Board to assess an
44 employee’s performance carefully, to “do their homework” for employees as well as students. The
45 sentence in a collective bargaining agreement that embodies all these concepts is this: No employee
46 shall be disciplined or terminated without just cause. A series of other items may be added:
47 reprimands, suspensions, etc.
48

49 We are not asking the Board to give up any management rights; they will continue to be able to
50 evaluate, to dismiss, to reprimand. We are asking the Board to assume the management responsibility
51 of having just cause when they exercise their management rights.

1
2 The meaning, which has evolved over the last thirty (30) years in arbitrations and court reviews, is as
3 follows:
4

- 5 1. Was the employee given advance warning of the possible or probable disciplinary
6 consequences of his/her conduct?
7
- 8 2. Was the rule or order reasonably related to the efficient and safe operation of the school?
9
- 10 3. Before administering discipline, did the Board make an effort to discover whether the employee
11 did, in fact, violate a rule or order of management?
12
- 13 4. Was the Board's investigation conducted fairly and objectively?
14
- 15 5. Did the investigation produce substantial evidence or proof that the employee was guilty as
16 charged?
17
- 18 6. Had the Board applied its rules, orders and penalties without discrimination?
19
- 20 7. Was the degree of discipline administered in the particular case reasonably related to (a) the
21 seriousness of the employee's proven offense, and (b) the employee's record of school service?
22

23 How does just cause mesh with the education tradition of periodic evaluations of performance? The
24 two (2) can work in harmony – provided they are entirely separate!
25
26

27 ARTICLE 4 28

29 **EMPLOYEE AND EXTRACURRICULAR EMPLOYEE PERFORMANCE EVALUATION** 30

- 31
- 32 A. The development and implementation of the Employee and Extracurricular Employee Performance
33 Evaluation are positive, cooperative and continuing processes. The evaluation must:
34
 - 35 1. provide for the improvement of the employee's performance,
36
 - 37 2. provide for the growth and development of the employee,
38
 - 39 3. require periodic assessment of the effectiveness of the evaluation, and
40
 - 41 4. must provide that nonpermanent and semi-permanent employees
42
 - 43 (a) receive an evaluation on or before January 1 of each year and,
44
 - 45 (b) if requested by the employee, an additional evaluation on or before March 1.
46
- 47 B. An employee shall not be disciplined, reprimanded, suspended, reduced in compensation, demoted,
48 discharged, canceled, non-renewed, or deprived of any professional advantage without just cause.
49
- 50 C. The evaluation shall not be based in whole, or in part, on any test scores for students.
51

- 1 D. The evaluation of the work of all employees is the responsibility of the administrator designated as
2 supervisor, and properly licensed to perform evaluations. In the case of classroom employees, that
3 evaluator shall be the principal. Employees shall have the right to request either observation or
4 evaluation by an administrator other than the principal. Employees shall not be requested or
5 required to evaluate other employees. Employees shall not be requested or required to provide to
6 the employer or its agents any documentation, testimony or opinions about the performance of
7 other employees of the bargaining unit. All monitoring or observation of the work performance of
8 an employee shall be conducted openly and with the full knowledge of the employee and shall be
9 based on classroom observation of the work performance of the employee. The use of closed-
10 circuit television, hidden recording devices, electronic monitoring and/or on storage devices and
11 systems, and similar devices shall be strictly prohibited.
12
- 13 E. The evaluation procedures for a nonpermanent employee is found in Article 9 of this collective
14 bargaining agreement. Each permanent or semi-permanent employee shall receive an evaluation at
15 least once every three (3) years and in accordance with "A" above (See Appendix E, Employee
16 Performance Evaluation Form) Each extracurricular employee shall receive an evaluation at least
17 once every three (3) years. (See Appendix D, Extracurricular Employee Performance Evaluation.)
18
- 19 F. The evaluation, which shall be narrative in form and which shall be based upon the evaluator's
20 observations of the employee's performance, shall list, using clear and detailed descriptions:
21
- 22 1. the employee's job-related strengths;
 - 23
 - 24 2. methods of improving those strengths;
 - 25
 - 26 3. the employee's job-related weaknesses; and
 - 27
 - 28 4. methods of reducing those weaknesses.
 - 29
- 30 G. The evaluation shall be given to the employee in a conference whose purpose is to discuss said
31 evaluation. The employee shall have the right to a representative of his/her choice at such
32 conference.
33
- 34 H. Comments on strengths and weaknesses in Appendix E shall be limited to professional
35 performance indicators that deal with the substance and process of teaching. Indicators to be used
36 shall be: student conduct in the observed classes/methods used in the context of the observed
37 lessons, the observed subject and the observed employee's knowledge of subject matter, teaching
38 techniques and use of time and materials.
39
- 40 I. Comments on strengths and weaknesses in Appendix D shall be limited to professional
41 performance indicators that deal with the extracurricular positions. Indicators to be used shall be:
42 student conduct in the observed extracurricular activities, methods used in the context of the
43 observed activities, the observed activities, and the observed employee's knowledge of the subject
44 matter, coaching techniques, and use of time and materials.
45
- 46 J. The evaluator shall note all data used to support the evaluator's conclusions. The evaluator shall
47 take into consideration and note, in writing, any circumstance that may have adversely affected the
48 employee's performance, such as class or group size, special learning disabilities of the students, or
49 physical facilities.
50

- 1 K. In specifying methods for improving strengths and reducing weaknesses, the evaluator shall
2 provide the employee with specific, reasonable, written recommendations and with definite
3 positive assistance designed to be accomplished within one-hundred-twenty (120) days. No
4 employee shall be dismissed for deficiencies defined through this evaluation without giving the
5 employee at least a one-hundred-twenty (120) day notice that the employee's performance is
6 unacceptable.
7
- 8 L. The evaluation shall also include the opportunity for employees to take professional leave days to
9 travel to other schools to visit with employees to observe their methods and techniques.
10 Professional leave shall also be granted for in-service programs and seminars.
11
- 12 M. The Board shall pay full expenses for attendance at conferences, seminars, workshops and
13 visitations covered as part of the evaluation. Such expenses shall include payment for mileage at
14 the rate established in this agreement, meals, overnight accommodations, if needed, and any
15 registration, tuition or materials fees.
16
- 17 N. Prior to evaluating employees, the evaluators shall receive sufficient training to ensure that they are
18 competent, efficient and consistent in their evaluations.
19
- 20 O. The completed details of any complaint made against the employee by any parent, student or other
21 person shall be promptly called to the attention of the employee and the employee shall be afforded
22 the opportunity to rebut such complaint. Such complaint shall not be made a part of any evaluation
23 of the employee.
24
25
26

27 RATIONALE
28 ARTICLE 4

29 **EMPLOYEE AND EXTRACURRICULAR EMPLOYEE PERFORMANCE EVALUATION**
30

31 Section 20-28-11 of Indiana school law requires that employees be provided with an evaluation system
32 with mandatory components to ensure their improvement, growth and development. In fact, another
33 part of that law requires that the Board show that it has implemented professional programs and
34 evaluation plans before it can be accredited.
35

36 It also carries a requirement that this law may not limit any right of the exclusive representative who
37 included an evaluation system in their collective bargaining agreements any time before July 1, 1987.
38

39 The concepts put forward here are narrative evaluations with guidelines for subjects to be included
40 and/or performance expectations for employees performing extracurricular activities. The latest
41 research from NEA shows that there is no consensus among researchers about any one evaluation
42 system or instrument. Indeed, no one has found any single behavior that is essential for effective
43 teaching. Thus, the approach should be holistic as in the narrative approach. Research also indicates
44 that current evaluation practices are flawed; criteria for making judgments are too general, have little to
45 do with the profession, are too subjective and are often based on personal characteristics rather than on
46 instructional and professional skills. Language is provided to limit evaluations to specific comments
47 about instructional proficiency, and the strengths and weaknesses of the employee's performance, and
48 to provide, to the extent possible, safeguards for employees to protect them from the "subjectiveness"
49 of the evaluation process.
50
51

1
2 ARTICLE 5

3
4 **EMPLOYEE'S FILE**

5
6
7 **A. Maintenance of One (1) File**

8
9 Only one (1) employee file shall be maintained for each employee. All file entries shall be signed
10 and dated by the supervisor submitting the entry and the employee shall receive a copy when the
11 entry is made. The file shall contain a record of those who reviewed the file and the date of the
12 review.

13
14 **B. File Contents**

15
16 The file shall be limited to work performance, discipline, and routine personnel data. No
17 misleading, inaccurate, invalid information or anonymous documents shall be included in the file.
18 No records indicating students' performance on tests, including, but not limited, to scores on the
19 test(s) required by ESEA, and/or the Indiana Department of Education, will be placed and/or
20 maintained in the employee's personnel file, or used, in any way, in the evaluation of the
21 employee.

22
23 **C. Review of File**

24
25 The employee shall be permitted to review the contents of the employee's files at all reasonable
26 times and may be accompanied by an Association representative. In addition, the employee may
27 permit, by written notice, an Association representative to review the employee's file. At the
28 employee's request, the employee shall be provided a full and complete copy of the contents of the
29 employee's file at the Board's expense. Only those supervisors that have supervisory duties related
30 to the employee may review the employee's file. Access to the file by non-supervisory personnel
31 or other individuals shall be limited to those documents that are undisputed public information.

32
33 **D. Employee's Right to Respond**

34
35 The employee shall have the right to rebut or add written comments to any information in the file.
36 This right is in addition to rights contained elsewhere in this collective bargaining agreement and in
37 law.

38
39 **E. Expungement of File**

40
41 All disciplinary documents placed in the file shall automatically be expunged three (3) years from
42 the date of filing, provided the employee has not been guilty of the same infraction within that time
43 period.

44
45
46
47 **F. Confidentiality of Personnel Files**

48
49 The parties agree that the Board will not release to the public any portion of an employee's
50 personnel file unless legally compelled to do so. If the Board believes that it is legally compelled

1 to release any portion of an employee's personnel file, the Board will notify the affected employee,
2 or the Association, in advance of the release.

3
4 **RATIONALE**
5 **ARTICLE 5**
6 **EMPLOYEE'S FILE**
7

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

21
22 **Confidentiality of Personnel Files**
23

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

27
28 However, under the statute, a Board has discretion as to whether or not to make available to the public
29 many other aspects of the personnel file, such as evaluations.

30
31 In other words, if the Board decides to release every employee's evaluation to the newspaper every
32 year, it is not prohibited by the Access to Public Records statute from doing so.

33
34 The suggested language will prohibit the Board from releasing materials from the personnel file, unless
35 they fall within the category of things which must be released. The suggested language will also give
36 the employee notice if the Board is going to release some item which it thinks it is required to release.

37
38
39
40 **ARTICLE 6**
41

42 **SCHOOL REFORM AND ACCOUNTABILITY**
43

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

- 46
47 **1. Will employees be given sufficient paid time to study, prepare, give input, and plan for the**
48 **alternative schedule?**
49
50 **2. Does the alternative schedule include extending the school day, week, or year?**
51

- 1 **3. Is there adequate financial support, or appropriate compensation?**
- 2
- 3 **4. How will employee preparation time be affected by the new schedule? Will team**
- 4 **planning be necessary? Will it be in addition to, or in place of, individual preparation time?**
- 5
- 6 **5. How does the new schedule impact curriculum? Will the sequencing of course work**
- 7 **change? Will the pace be affected, and who is responsible if less material is covered?**
- 8
- 9 **6. How will employee evaluations be affected? Does a new procedure need to be developed**
- 10 **that reflects changing curriculum and methodology? What changes will be implemented to**
- 11 **allow fair assessment of employees coping with change and developing new teaching**
- 12 **strategies?**
- 13
- 14 **7. Will there be changes in grading, reporting, testing, and parent conferences?**
- 15
- 16 **8. With adoption of a new schedule, will additional employees be required, or will employee**
- 17 **positions be lost?**
- 18
- 19 **9. What training/in-service will be provided to allow for a smoother transition? Will it be**
- 20 **available for all employees?**
- 21
- 22 **10. How does the new schedule impact transfer requests, vacancy postings, etc.?**
- 23
- 24 **11. Is there sufficient Board support for change?**
- 25
- 26 **12. Is there sufficient community support?**
- 27
- 28 **13. What will be the additional costs for the program and where will the money come from?**
- 29
- 30 **14. Are the facilities appropriate to the schedule? (Large and small group meeting rooms,**
- 31 **team planning space, air conditioning, etc.)**
- 32
- 33 **15. Will the schedule facilitate student learning?**

34

35 **A. State-Mandated Testing**

- 36
- 37 1. State mandated test scores may not be used to evaluate the performance of any employee.
- 38
- 39 2. Individual employee names shall not be included in any reporting of state mandated test scores.
- 40
- 41 3. During the regular school year, each student retained due to state mandated test scores shall be
- 42 counted as three (3) for the purposes of determining class size.
- 43
- 44 4. No employee shall suffer adverse consequences as a result of the exercise of the employee's
- 45 professional judgment in decisions related to remediation or retention.
- 46

47 **B. Performance-Based Awards / Student Education Awards**

- 48
- 49 1. When the Board, or any school in the corporation, is notified that it will be the recipient of a
- 50 performance based award in accordance with Indiana Code, the Board will inform the Association.

1 The Association and the Board shall then jointly agree on how funds from such an award
2 shall be disbursed.

3
4 2. Site-based decision making shall conform entirely with this article.

5
6 3. No decisions shall be made at a local school that are in conflict with this article or any other
7 provision of the collective bargaining agreement. All such decisions shall be subject to the
8 grievance procedure set forth in this collective bargaining agreement.

9
10 4. Should a decision be made at a local school site by the Site-Based Decision-Making Committee
11 that is in conflict with any provision of this collective bargaining agreement, then it is
12 necessary to request variance from the collective bargaining agreement through the Association.
13 The request for the variance shall be conducted as follows:

14
15 a. The plan, as developed by the Site-Based Decision-Making Committee, shall be set to
16 writing along with the collective bargaining agreement provision that will be violated through the
17 implementation of the plan and given to the Association president.

18
19 b. The Association Executive Committee shall review the Site-Based Decision-Making
20 Committee plan and recommend either acceptance, or rejection.

21
22 c. The Association will call for an Association membership meeting within fifteen (15)
23 days of the time when the plan was submitted to the Association president. At this meeting the
24 membership will vote on the requested variance from the collective bargaining agreement.

25
26 d. A two-thirds (2/3s) majority of those present and voting must vote in the affirmative for
27 the variance to be granted.

28
29 e. If the variance is granted, the plan may be immediately placed in action in the local
30 school which requested the variance. If the variance is granted by the Association, that variance
31 shall remain in effect until the expiration of the current collective bargaining agreement, or until
32 the Site-Based Decision-Making Committee at the local school submits a request to the
33 Association to void the plan which required the variance.

34
35 f. A request to void the plan that requires a variance will be handled in the same manner
36 as a request for a variance from the collective bargaining agreement provision.

37
38 g. Should the Site-Based Decision-Making Committee at a local school want a variance to
39 continue under a subsequent collective bargaining agreement, then a new request for the variance
40 shall be submitted to the Association president. This request for a continued variance will be
41 handled in the same manner as the original request.

42
43 **SPECIAL NOTE: The Association may want to set forth some articles of the collective**
44 **bargaining agreement that will not be given a variance. The grievance procedure, the article**
45 **on salary, and the layoff provision may be examples of articles that will not receive a**
46 **variance.**

47
48 5. Any school may participate, or not participate, in site-based decision making at the option of
49 the employees. Two-thirds (2/3s) of the employees must vote in the affirmative to participate.
50 This vote shall be by secret ballot.

51

1 6. When the employees desire to participate in site-based decision making, the following
2 procedure shall be followed:

3
4 a. A Site-Based Decision-Making Committee shall be formed at the school. The
5 committee shall be composed of five (5) employees, two (2) parents who have children enrolled as
6 students at that school, and the principal.

7
8 b. The Association shall appoint all employees and parents to site-based decision-making
9 committees.

10
11 c. The committee shall meet twice monthly to discuss any existing problems. A majority
12 of the committee members may recommend a solution to the employees.

13
14 d. A majority vote of the employees shall be required to implement any recommendation
15 of the site-based decision-making committee. This vote shall be by secret ballot.

16
17 7. All programs accepted by the employees on site-based decision-making shall be fully
18 implemented by the Board. The implementation shall include necessary funding.

19
20 8. No employee shall be damaged or suffer in any way, nor should any employee's evaluation be
21 affected by the employee's participation or nonparticipation in site-based decision-making.

22
23 9. Participation in site-based decision making shall not affect any employee's standing in the
24 bargaining unit.

25
26 10. The Board shall provide training in site-based decision-making implementation. Such training
27 shall be developed and implemented by the Association and required of all site-based participation.

28
29 11. Any employee involved in the Site-Based Decision-Making Program, either as a participant on
30 the school committee or in implementation of a committee decision, shall be compensated at that
31 employee's professional hourly rate of pay. That wage shall be determined by dividing the
32 employee's annual salary by the number of employee days in the school year to determine the daily
33 rate of pay and dividing that daily rate by six (6) to determine the hourly rate.

34 35 **D. Employee Involvement in Decision Making**

36
37 1. The Board, through the Association, shall involve the employees concerned for any new
38 construction of educational facilities contemplated in the school corporation.

39
40 2. Before the Board initiates any new program, including those for which state, federal or private
41 grants are available, or in any way modifies any term or condition of employment or any
42 professional standard or condition, the Board shall negotiate any such change with the Association.

43
44 3. The Board shall not enter into any agreements or develop any programs which could be
45 characterized as career ladder, merit pay, performance contracts, voucher systems, choice school
46 enrollment programs, charter school, any privatization schemes, or alternative scheduling without
47 first bargaining with the Association. (See Special Note below for questions to ask/answer when
48 considering alternative scheduling.)

49
50 4. There shall be no school contract between the Board and the Indiana State Department of
51 Education or any other agency without the express written consent of the Association.

1
2 5. The Board shall not seek nor accept any waiver of any state law or rule or regulation of the
3 Indiana State Department of Education, or any other state agency, without the express written
4 approval of the Association.
5

6 E. 1. Without the agreement of the Association, the Board shall take no action to comply with the
7 Elementary and Secondary Education Act of 2001, as amended, 20 USC 6301 et seq., that has any
8 impact on any employee.
9

10 2. Before identifying an elementary or secondary school for school improvement under 20 USC
11 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring
12 under paragraph (8), the Board shall provide the Association with an opportunity to review the
13 school-level data, including but not limited to academic assessment data, on which the proposed
14 identification is based. If the Association believes that the proposed identification is in error for
15 statistical or other substantive reasons, the Association may provide supporting evidence to the
16 Board, which shall consider that evidence before making a final determination concerning
17 identification.
18
19
20

21 RATIONALE
22 ARTICLE 6
23 SCHOOL REFORM AND ACCOUNTABILITY
24

25 Public Law 390 requires each school corporation to achieve accreditation and to submit plans for
26 improvement when accreditation is not achieved. It is in the interest of the total school family to gain
27 accreditation of all the schools in the corporation. It is unthinkable that the Board would want to
28 unilaterally establish the improvement plan. Any improvement plan that is developed would certainly
29 include curriculum development and textbook selection. An improvement plan may include matters
30 such as pupil-employee ratio, assignment and/or discipline of students. All these are mandatory
31 subjects of discussion and permissive subjects of bargaining. The Association must be included in
32 these plans.
33

34 The Association must retain the right to appoint employees to a committee that will develop the
35 improvement plan. There must be strong assurance that the Board cannot unilaterally adopt its own
36 plan apart from the one cooperatively developed by the Board and Association.
37

38 A. **State Mandated Testing**
39

40 The language restates the law encompassed in PL 390. It is important that the collective
41 bargaining agreement protect employees against misuse of test scores. Already, some superintendents
42 have used test scores and employees' names together.
43
44
45
46

47 B. **Performance-Based Awards**
48

49 Public Law 390 established performance-based awards for improvement in attendance and in
50 educational proficiency for English/Language Arts and Math and for average ISTEP scores. The
51 Indiana Department of Education will determine which schools are entitled to the awards and they will

1 be made by the Governor. The statute further states that the money cannot be used for athletes, salaries,
2 bonuses, to lower the tax rate, or to increase the tuition formula. It must be used for educational
3 purposes.

4
5 The Association should be bargaining language that will ensure that the bargaining agent will be
6 involved in deciding how the money will be spent and, further, that if it is to be handed out to “pets”
7 by the Governor or Indiana Department of Education, that it won’t be accepted.

8
9 Since the money can’t go into the General Fund, and since it is financial, we must insist that it be
10 bargained.

11 12 C. **Site-Based Decision Making**

13
14 Site-based decision making is being discussed more and more among Indiana employees and, as a
15 result, some bargaining has taken place over the subject.

16
17 The ISTA Programs Department believes that the best decisions for employees and students are made
18 at the bargaining table. Those are collective decisions made by all members of the local bargaining
19 unit and the best thought and effort has gone into that process. However, recognizing a need among
20 employees, the ISTA Programs Department has developed this Sample Collective Bargaining
21 Agreement Language and Rationale book for negotiating site-based decision making should that
22 become a necessity for local bargaining teams.

23
24 Any site-based decisions-making program MUST be included in the local collective bargaining
25 agreement. In addition to the language included in this model site-based decision-making program,
26 there is some other language that MUST be included in the collective bargaining agreement to protect
27 employees, Association, students and the collective bargaining agreement itself. Those other language
28 items are:

29
30 1. An evaluation procedure that ensures “just cause” protection and guarantees against
31 adverse evaluations being the result of site-based decision making.

32
33 2. Binding arbitration of grievances with all collective bargaining agreement provisions
34 (including implementation of site-based decision making) is subject to the grievance procedure. The
35 model language being provided in this package includes further guarantees that must be met:

- 36
37 a. sanctity of the collective bargaining agreement;
38 b. sanctity of the bargaining unit;
39 c. the right of the Association to appoint committee members;
40 d. professional pay for project work; and
41 e. the Association’s right to provide the training that will result in the
42 implementation of site-based decision making.

43
44 The importance of these matters being included in the collective bargaining agreement cannot be
45 emphasized enough. If they are not part of the program, a variety of problems can arise – problems the
46 Association cannot and should not have to deal with.

1 **D. Employee Involvement in Decision Making**

2
3 1. Employees who will use the facilities more than any other group should be involved in
4 the planning. Students graduate, administrators leave, Board members retire, but employees stay on
5 year after year.

6
7 2. Unilateral changes of working conditions cannot be tolerated.

8
9 3. There must be protection of bargaining rights.

10
11
12 **ARTICLE 7**

13
14 **SCHOOL IMPROVEMENT AND ACHIEVEMENT PLAN – PL221/ESEA**

15
16
17 **1. SCHOOL IMPROVEMENT COMMITTEE**

18
19 All employees participating in any committees, subcommittees, workgroups, and/or training
20 association with the Strategic and Continuous School Improvement and Achievement Plan shall be
21 appointed by the Association, as exclusive representative.

22
23 A. There shall be a Joint Committee on School-Based Continuous Improvement Councils to
24 advance student learning comprised of the president of the Association and one other employee
25 appointed by the president and the superintendent of schools and one other administrator
26 appointed by the superintendent.

27
28 B. There shall be a School-Based Continuous Improvement Council in each school. The School-
29 Based Continuous Improvement Council shall be comprised of the building principal, employees
30 appointed by the Association, and non-teaching employees appointed by the building principals
31 (parents, students, business persons and classified staff).

32
33 C. The number of employees appointed by the Association to a School-Based Continuous
34 Improvement Council shall be subject to the following limits:

35

<u>Students in Building</u>	<u>Number of Employees</u>
Less than 250	2 to 4
250 to 600	5 to 8
601 to 1100	9 to 11
1101 or greater	12 to 15

40

41
42 D. The category “non-teaching employees” shall not exceed thirty percent (30%) of the School-
43 Based Continuous Improvement Council’s membership.

44
45 E. A School-Based Continuous Improvement Council may invite, by mutual agreement, others to
46 provide input and/or recommendations.

47
48 F. The School-Based Continuous Improvement Council must require a quorum at each meeting in
49 order to carry out its responsibilities. (Optional, may want to include such a provision.)

1 G. Employees serving on any committees, subcommittees, workgroups, and/or training associated
2 with the Strategic and Continuous School Improvement and Achievement Plan shall be provided
3 released time to work during the regular school day or be paid at their professional hourly rate of
4 pay, if required to work beyond the regular school day and/or school year. The “professional
5 hourly rate of pay” shall be calculated on a six (6) hour day.
6

7 H. Any participation on a School Improvement Plan (SIP) Committee shall be voluntary. The
8 participation, or lack of participation, of an individual employee or group of employees on an SIP
9 committee shall not be noted, or considered, in the Board’s decisions, including but not limited to
10 evaluation, assignment, extra duty assignment, conference attendance, promotion, discipline, or
11 discharge of any employees.
12

13 **2. SCHOOL IMPROVEMENT COMMITTEE DECISION- MAKING PROCESSES**
14

15 The parties recognize that the School-Based Continuous Improvement Council is a component of
16 the Strategic and Continuous School Improvement and Achievement Plan and will, from time to
17 time, make decisions concerning matters that are set forth in IC 20-29-6-7 as mandatory subjects of
18 discussion and permissive subjects of bargaining. The parties each agree that the other has met its
19 obligation to “discuss” that subject as the term “discuss” is defined in IC 20-29-2-7, for the
20 duration of the school year in which the decision is made, provided:
21

22 A. that the School-Based Continuous Improvement Council in question has been created in
23 compliance with Section 1, above;
24

25 B. that the School-Based Continuous Improvement Council has used a consensus model to arrive
26 at its decision;
27

28 C. that the School-Based Continuous Improvement Council’s decision will impact only the
29 building in which the decision is made;
30

31 D. that the School-Based Continuous Improvement Council’s decision does not cause the rights of
32 any employee to be abridged or violated;
33

34 E. that the School-Based Continuous Improvement Council’s decision does not require the
35 expenditure of funds not yet previously allocated for that building’s use; and
36

37 F. that the School-Based Continuous Improvement Council concerning a mandatory subject of
38 discussion shall not be evidence of acquiescence by either party as to the specific subject as it
39 relates to any other building within the school corporation.
40

41 G. After implementation of an SIP committee, the Board and the Association will annually
42 evaluate the work and operation of the committee. Copies of the evaluation shall be provided to
43 the Association president, committee members, and the superintendent.
44

45 **3. JOINT COMMITTEE ON SCHOOL-BASED CONTINUOUS IMPROVEMENT**
46 **COUNCILS**
47

48 The purpose of the Joint Committee on the School-Based Continuous Improvement Councils will
49 be to help identify potential contractual problems or conflicts with Board policy or practice, and to
50 help proponents find constructive solutions to such problems or conflicts in order to help
51 implement a quality school initiative to improve student learning.

1
2 A. The Joint Committee on School-Based Continuous Improvement Councils may invite, by
3 mutual agreement, others to provide input and/or recommendations.
4

5 B. The Joint Committee on School-Based Continuous Improvement Councils may grant a waiver
6 of a provision(s) of the collective bargaining agreement.
7

8 C. The Joint Committee on School-Based Continuous Improvement Councils may grant a waiver
9 of a Board policy which affects the working conditions of employees.
10

11 D. The Joint Committee on School-Based Continuous Improvement Councils can recommend the
12 application for a waiver of a curriculum or textbook selection statute or Indiana Department of
13 Education rule which may be necessary to implement a quality schools initiative to improve
14 student learning.
15

16 E. The Board and the Association will annually evaluate the work and operation of the Joint
17 Committee of School-Based Continuous Improvement Council(s). Copies of the evaluations shall
18 be provided to the Association president, committee members, and the superintendent.
19

20 4. **SCHOOL IMPROVEMENT COMMITTEE WAIVER PROCESS**

21
22 1. The School Improvement Plan provisions shall not alter, modify, violate, or supersede,
23 except as mutually agreed in writing by the Board and the Association, this agreement or any other
24 formal or informal understanding condition or practice established between the parties.
25

26 2. The School Improvement Plan shall not address the issue of wages, hours, terms, and
27 other conditions or employment or matters established in Indiana Code and Public Laws 110, 146,
28 217, 221, and the Elementary and Secondary Education Act. No School Improvement Committee
29 shall engage in collective bargaining or have the authority to address employment matters.
30

31 3. School-Based Continuous Improvement Council may seek a waiver of provision of the
32 collective bargaining agreement, Board policy or action, or rules or regulations of the Indiana
33 Department of Education.
34

35 4. The request must be properly evaluated and approved by two-thirds (2/3s) of the
36 employees in the building.
37

38 5. The written waiver request must be presented to the Joint Committee on School-Based
39 Continuous Improvement Councils outlining the request, with specific rationale and documentation
40 as to why such waiver is necessary.
41

42 6. Approval of any written waiver request shall be for a specifically stated purpose, for a
43 specific time period, and shall state the specific provisions of the collective bargaining agreement,
44 Board policy or action, or state rules and regulations that are to be waived.
45

46 7. The written waiver request shall be signed by the superintendent of schools and the
47 president of the Association.
48

49 **SPECIAL NOTE: If a local Association is unwilling to consider waivers to the collective**
50 **bargaining agreement, then it should not place waiver language on the bargaining table.**

1 **There is no requirement in Public Law 221 or Public Law 217 that would require a waiver of**
2 **collective bargaining agreement provisions.**

3
4 **5. SCHOOL IMPROVEMENT APPEAL PROCESS**

5
6 The School-Based Continuous Improvement Council should operate within the process of
7 consensus. When consensus cannot be reached, a process for appeal and resolution must be
8 determined.

9
10 A. The Joint Committee on School-Based Continuous Improvement Councils will hear an appeal
11 approved by two-thirds (2/3s) of the membership of the School-Based Continuous Improvement
12 Council. The appeal must be in writing and presented in person, if requested by the Joint
13 Committee on School-Based Continuous Improvement Councils.

14
15 B. The Joint Committee on School-Based Continuous Improvement Council may make final
16 determination of the issue at hand, or may assist the School-Based Continuous Improvement
17 Council in reviewing and revising its decision-making process.

18
19 **SPECIAL NOTE: In cases where collaboration is not possible, the parties will use provisions**
20 **of Robert’s Rules of Order to conduct business.**

21
22
23 **RATIONALE**
24 **ARTICLE 7**

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

26
27 **1. SCHOOL IMPROVEMENT COMMITTEE**

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

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

35
36 a. There will probably be more than just the building committee. There could be
37 sub-committees, task forces, work groups, etc. This language ensures that if the group is working on
38 compliance with IC 20-19-2-11, the Association appoints the employees.

39
40 b. It is possible that some Boards will take the position that the building committee
41 is not a “sole instrumentality” and therefore, the Bargaining Act does not require that the exclusive
42 representative appoint the members. While it is possible that the Association could litigate this issue
43 and eventually prevail, that could take a year or two. This language clears up any doubts and helps to
44 avoid this type of confrontation.

45
46 2. If we appoint, train and support employee members of the building committees, etc., we
47 are able to assure the highest quality thinking on school improvement and at the same time, protect our
48 employees’ interest.

1 3. Putting the appointment of employees in the collective bargaining agreement provision
2 meant that we can grieve and arbitrate any alleged violations – this is usually much faster and less
3 expensive than going to court.
4

5
6 **1A. SCHOOL IMPROVEMENT COMMITTEE**
7

8 Although there is no mandate in IC 20-19-2-11 of a Joint Committee on School Board
9 Continuous improvement Councils, the Association believes such a committee is an important
10 safeguard for both parties. Because this Joint Committee is comprised of the president of the
11 Association and the superintendent of schools and one other person appointed by each, the entire
12 school improvement program is overseen and supported by the highest level of leadership within the
13 school corporation and the Association. This also ensures that there is a mechanism in place where
14 people who see the “big picture” can review building level plans.
15

16 **1B. SCHOOL IMPROVEMENT COMMITTEE**
17

18 Section B establishes the building level committees that are required by the statute (IC 20-31-5-
19 1) and explains who is on the committee and how each category of member is selected. The selection
20 process is in accord with the statute.
21

22 **1C. and 1D. SCHOOL IMPROVEMENT COMMITTEE**
23

24 Sections C and D assure that a majority of the members of each building committee are
25 Association-appointed employees. Section C also ensures that building committees will not become
26 too large and unwieldy.
27

28 **1E. SCHOOL IMPROVEMENT COMMITTEE**
29

30 Section E allows each building committee to employ the special expertise of employees who
31 are not actually members of the committee. For example, if a building committee must concern itself
32 with improving performance in math, but, there are no math teachers on the committee, this section
33 allows the committee, by agreement, to ask one or more math teachers to meet with the committee and
34 provide input and recommendations for improving math performance. Employees asked to provide
35 input and/or recommendations function as “consultants” and do not have voting rights within the
36 committee.
37

38 **1F. SCHOOL IMPROVEMENT COMMITTEE**
39

40 Section F is optional. If the local Association is concerned that a building principal might
41 “hijack” a building committee by calling meetings at times when only his or her supporters can be
42 present, then the local Association will want a quorum provision. In places where the relationship
43 between the parties is one of openness and trust, this language is probably not necessary.
44

45 **1G. SCHOOL IMPROVEMENT COMMITTEE**
46

47 Development of a comprehensive and effective Strategic and Continuous School Improvement
48 and Achievement Plan requires considerable time and effort on the part of those charged with this
49 important responsibility. These employees should be allowed to devote their time and energy
50 exclusively to this important responsibility. Thus, the Association should bargain the proposed
51 language in this Section G to ensure that employees, who are serving on committee, subcommittees

1 and workgroups in developing the plan, have released time and/or compensation to perform their
2 responsibilities. It should be noted that the formula for computing compensation is consistent with
3 proposed language in other sections of the Sample Collective Bargaining Agreement Language and
4 Rationale manual.

5
6 **1H. SCHOOL IMPROVEMENT COMMITTEE**

7
8 Participation on SIP committees must be a voluntary process. Also, language should reflect
9 that participation or the lack of participation should not be reflected in the evaluation process,
10 assignments, conference attendance, promotion, discipline, or discharge.

11
12 **2. SCHOOL IMPROVEMENT COMMITTEE DECISION MAKING PROCESS**

13
14 Section II addresses the reality that committees that work with school improvement will be
15 constantly working in the areas of curriculum, teaching methods and student supervision. To
16 have each building bring its plan to the corporation-wide discussion group would probably be a
17 clumsy and time-consuming process. Therefore, this section sets forth the conditions under
18 which a building can create its own plans without subjecting the plan to corporation-wide
19 discussion. Note that each building plan may still be subject to review by the Board's Joint
20 Committee on School-Based Continuous Improvement Councils.

21
22 Items A through E should be self-explanatory. Item F means that an agreement in a given
23 building, to deal with a discussible topic in a given way, does not apply to any other building.
24 Neither does it eliminate the duty to discuss that topic as it applies to other buildings in the
25 school corporation. Item F is important for a successful evaluation and determination if the
26 process is working. If the process does not work, then Association involvement should be
27 considered.

28
29 **3. JOINT COMMITTEE ON SCHOOL-BASED CONTINUOUS IMPROVEMENT**
30 **COUNCILS**

31
32 This section sets forth the duties and powers of the Joint Committee on School-Based
33 Continuous Improvement Councils. This is the corporation-wide committee that is comprised
34 of the Association president and an employee appointed by the president, and the
35 superintendent of schools, and an administrator appointed by the superintendent. To
36 summarize, this committee's job is to help avoid violations of the collective bargaining
37 agreement, school board policies and practices, and to assist in finding constructive solutions to
38 problems and conflicts that may arise. Again, annual evaluation of the work and operation of
39 the Joint Committee should be considered as to determine if the Association involvement and
40 the process should be continued.

41
42 **3A. JOINT COMMITTEE ON SCHOOL-BASED CONTINUOUS IMPROVEMENT**
43 **COUNCILS**

44
45 The rationale for this item is the same as for Section 1, E.
46
47
48
49
50

1 3B. **JOINT COMMITTEE ON SCHOOL-BASED CONTINUOUS IMPROVEMENT**
2 **COUNCILS**
3

4 This provision is not mean to encourage waivers of the collective bargaining agreement. It is
5 meant to acknowledge that such waivers may occasionally be necessary and ensures that only
6 the highest officials in the Association can make this decision.
7

8 An example of a waiver that might be necessary: a building decides to use its funds to hire an
9 employee to provide special reading instruction. Additionally, this employee will come to
10 work at noon and will work until 7:00 p.m. There will be a need to waive collective bargaining
11 agreement provisions that set the work day as being between 7:45 a.m. and 3:30 p.m. in favor
12 of a substitute measure that sets this employee’s work day as being from noon until 7:00 p.m.
13 It might also be advisable to waive a requirement for a duty-free lunch between 10:00 a.m. and
14 2:00 p.m. in favor of a substitute provision for a meal break of forty-five (45) minutes
15 sometime between 4:30 p.m. and 6:30 p.m.
16

17 3C. **JOINT COMMITTEE ON SCHOOL-BASED CONTINUOUS IMPROVEMENT**
18 **COUNCILS**
19

20 The same rationale as that for Paragraph B, above, applies here.
21

22 3D. **JOINT COMMITTEE ON SCHOOL-BASED CONTINUOUS IMPROVEMENT**
23 **COUNCILS**
24

25 The statute allows the Board to apply for these waivers. This section gives the Association
26 some control over that process.
27

28 4. **SCHOOL IMPROVEMENT COMMITTEE WAIVER PROCESS**
29

30 Section 4 provides a detailed procedure for considering waiver requests. This section applies to
31 all waiver requests.
32

33 B1 – describes what types of waivers are available.
34

35 B2 – ensures that the employees in the building requesting the waiver are really in favor of the
36 waiver. This prevents a principal from seeking waivers on his / her own initiative.
37

38 B3 – requires great specificity in the waiver application. The written application also ensures
39 that, at a later date, all involved can prove the purpose for the waiver.
40

41 B4 – limits the scope of any waiver.
42

43 B5 – ensures that both the Association and the Board know of, and approve, the waiver.
44

45 **The SPECIAL NOTE is included in the collective bargaining agreement language for**
46 **those local Associations who do not wish to include a waiver process in their collective**
47 **bargaining agreements.**
48
49
50
51

1 **5. SCHOOL IMPROVEMENT APPEAL PROCESS**

2
3 Even people who are working in good faith and with the best of intentions can sometimes be
4 unable to reach a consensus on a given issue. It is best to agree, ahead of time, on how the
5 parties will handle the situation. As suggested in the **Special Note** in the collective bargaining
6 agreement language, *Robert's Rules of Order* can be an excellent resource guide in these
7 matters.
8

9
10 **ARTICLE 8**

11 **ESEA CORRECTIVE ACTION**
12 **(No Child Left Behind)**

13
14
15 **1. Corrective Action**

16
17 **A. Adequate Yearly Progress**

18
19 1. In the event that a school is considered to have failed to meet AYP under the
20 Elementary and Secondary Education Act, the Board agrees to the following procedures that will
21 be implemented in order to comply with the corrective action that is required.
22

23 **Second (2nd) Year of School Improvement**

24 If a school fails to make AYP for three (3) consecutive years and is placed in a “second (2nd) year of
25 school improvement,” the Board agrees that no employee shall be displaced as a result of the
26 Board’s decision to provide supplemental services.
27

28 **2. First (1st) Year of Corrective Action**

29
30 a. If a school fails to make AYP for four (4) consecutive years and is placed in the
31 “first (1st) year of corrective action,” the Board shall not replace or transfer employees that have
32 been deemed “relevant to failure” under AYP.
33

34 b. The Board shall not extend the employee’s school day or school year except by
35 mutual agreement of the Board and the Association.
36

37 c. In the event the Board considers implementing a new curriculum, the Board and
38 the Association shall have an equal number of Association and Board representatives meet to
39 construct a new curriculum to comply with the law.
40

41 **3. Second (2nd) Year of Corrective Action**

42
43 a. If a school fails to make AYP for five (5) consecutive years and is placed in the
44 “second (2nd) year of corrective action,” the Board shall not replace or transfer employees that have
45 been deemed “relevant to failure” under AYP.
46

47 b. The school Board shall not extend the employee’s school day or school year
48 except by mutual agreement of the Board and the Association.
49

1 c. In the event the Board considers implementing a new curriculum, the Board and
2 the Association shall have an equal number of Association and Board representation meet to
3 construct a new curriculum to comply with the law.
4

5 d. In the event the Board considers reopening a school as a charter school, this
6 school will be considered a conversion charter of the corporation as established under IC 20-24-1,
7 and all rights, benefits, and obligations under the collective bargaining agreement shall apply.
8

9 e. In the event the Board considers turning the impacted school over to the state of
10 Indiana for management, the Board shall not abdicate its rights and responsibilities to enforce the
11 collective bargaining agreement.
12

13 f. Under no circumstances shall a private management company be permitted to
14 take over any impacted school in the corporation.
15

16 g. Should the Board consider “major restructuring” or “reconstitution” of the
17 impacted school, a joint committee of Association representatives and Board administrative
18 representatives shall meet to agree on the implementation of the restructuring.
19

20 2. **ESEA Report Cards**

21
22 A. Prior to the release of an ESEA School Report card required under 20 USC 6301 et seq., an
23 equal number of Association representatives and Board administration representatives shall
24 determine if additional information shall be included beyond the legal information requirement
25 established by ESEA.
26

27 B. All employees shall be trained at the corporation’s expense on use and construction of the
28 school report card.
29

30 C. Data released through the school report card shall not be included in an employee’s evaluation
31 or personnel file.
32

33 3. **ESEA Highly Qualified Teachers**

34
35 A. The Board shall not initiate the release of the name(s) or grade level(s) of employee who are
36 deemed to be highly qualified. Nor shall the Board release the name(s) or grade level(s) of those
37 employees who are not considered highly qualified.
38

39 B. The Board shall not use funds received under the ESEA of 2001, USC 6301 et seq., for tenure
40 reform programs, testing of employees, or merit and differentiated pay programs.
41

42 C. The Association and the Board shall jointly develop all professional development programs
43 required under ESEA.
44

45 D. Attendance by employees at all professional development required under ESEA shall be
46 compensated at the employee’s professional hourly rate. (See other articles and sections of the
47 collective bargaining agreement for such definition.)
48
49
50
51

1 **4. Supplemental Services**

2
3 A. Employees may not be assigned to work assignments or responsibilities that require a license or
4 certification which the employee does not hold.

5
6 B. An equal number of Association representatives and Board representatives shall develop the
7 process to be used for any tutoring program required under ESEA or IC 20-19-2-11.

8
9 C. No employee may be evaluated by comments or information provided by a tutor required under
10 ESEA or IC 20-19-2-11.

11
12 D. There shall be no subcontracting of bargaining unit work.

13
14 E. Employees, who meet with tutors after the regular school day or design a student's
15 achievement goals and timetables, will be paid for the work, after the regular school day and at
16 their professional hourly rate. (See other articles or sections of this collective bargaining
17 agreement for such definitions.)

18
19 F. All tutoring positions, created by the Board that become a supplemental service provider, shall
20 be licensed by the Indiana Professional Standards Board and included in the bargaining unit.

21
22 G. An ESEA choice transfer student shall increase no employee's class size until the Association
23 has discussed and negotiated the process to be used.

24
25 **5. ESEA General Provisions**

26
27 A. The Board shall apply for all available money under ESEA for professional development
28 activities designed to enable all bargaining unit members to meet ESEA requirements.

29
30 B. An equal number of Association representatives and Board administration representatives shall
31 determine how all professional development monies received under Title II are to be used.

32
33 C. The Board shall receive a signed assurance from the Association president that the Association
34 has participated in all program activities and expenditures of funds prior to signing the Indiana
35 Department of Education Statement of Assurance Form, or other such forms.

36
37 D. Any "outside experts" needed to help the school in corrective action shall be chosen jointly by
38 the Association and the Board.

39
40
41 **RATIONALE**
42 **ARTICLE 8**
43 **ESEA CORRECTIVE ACTION**
44 **(No Child Left Behind)**
45

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

1 **1. ESEA Corrective Action**

- 2
- 3 A. AYP requires that, in the second year (2nd) of School Improvement, a Title I school
- 4 offers supplemental services. We must see that collective bargaining agreement rights
- 5 of seniority, transfer, and RIF ensure that no employee be displaced by a tutoring
- 6 program required by ESEA.
- 7
- 8 B. Corrective Action is the most severe for a Title I school. Changes can include
- 9 replacing, transferring employees, structure of the day, and a new curriculum. If any of
- 10 these are required, the Association must have an equal say in determining the action and
- 11 all negotiated collective bargaining agreement rights must be honored. ESEA cannot
- 12 change negotiated collective bargaining agreement rights. For any curriculum changes,
- 13 a committee of Association employees and Board representatives must be used. The
- 14 Association should have no less than equal participation on these committees and the
- 15 Association’s right to appoint employees must be ensured.
- 16
- 17 C. Corrective Action for Title I schools that fail to make AYP for five (5) consecutive
- 18 years and two (2) years of corrective action include the consideration of reopening the
- 19 school as a charter school, or a major restructuring of the school. If the school becomes
- 20 a charter school, the charter school must become a conversion charter and honor all
- 21 rights established by the collective bargaining agreement. The Association must have
- 22 language that would not allow a private management company to take over a school.
- 23 Under all considerations of major restructuring, the Association and the Board must
- 24 jointly determine the best direction for change. If the Board turns the school over to the
- 25 State, the Board must honor all of its collective bargaining agreement responsibilities.

26

27 **2. ESEA Report Cards**

28

29 Under the ESEA, every school must publicize a school report card for the public to view. The

30 report card must be in a format that is understandable and easy to read by the general public. It

31 is very important that the local Association has input into the creation of the report cards and

32 employees be trained on interpreting the content of the data released to the general public. The

33 Board should pay for all expenses for the report card training of the employees. The

34 Association and the Board should jointly determine if any other data beyond that required by

35 ESEA be released. Also, evaluation and personnel information must not be included in the

36 report card.

37

38 **3. ESEA Highly Qualified Teachers**

39

40 This provision of ESEA presents the greatest opportunity by the Board to begin merit pay and

41 bonus provisions for newly hired, or most needed, employees. Under no circumstances should

42 the Association agree to merit pay, bonus pay, or most needed pay programs. The Association

43 should also use the provision of the “Highly Qualified Teacher” language to demand

44 professional development training. The collective bargaining agreement should provide for

45 protection to see that listings and publications do not include personal names of the “highly

46 qualified teachers.”

47

48 **4. Supplemental Services**

49

50 Supplemental services include tutoring, and choice programs for Title I schools that fail to meet

51 AYP. ESEA tutoring programs are not to be provided during school hours. A school district

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

13 14 **5. General Provisions**

15
16 A. Any program that is required by ESEA must be paid by the Board, including training and
17 professional development required for employees.

18
19 B. Title II money should be carefully monitored as it can be used by employees for
20 professional development.

21
22 C. The Association must become an equal partner and have equal say in all aspects of ESEA.

23
24 D. ESEA allows for "outside experts" to be used by schools that have been identified for
25 corrective action. The Association must be an equal partner in choosing any "outside experts."
26

27 28 **ARTICLE 9**

29 30 **BEGINNING EMPLOYEE INTERN PROGRAM**

31
32
33 A. Acceptance of the position of mentor shall be completely voluntary on the part of the mentor. Each
34 employee agreeing to serve as a mentor shall be given at least thirty (30) minutes of released time
35 each two (2) weeks for the purpose of observing the classroom activities of the beginning
36 employee. Such released time shall be in addition to the mentor's normal preparation time. Such
37 released time shall also be flexible so that the mentor can observe the beginning employee in
38 different classroom settings.

39
40 B. No mentor shall be required to work beyond the contractual workday. Any work performed
41 beyond the contractual workday shall be strictly voluntary and at the professional discretion of the
42 mentor as the mentor deems necessary and appropriate.

43
44 C. Each employee agreeing to serve as a mentor shall receive the following compensation:

45
46 1. the statutory amount per intern plus;

47
48 2. the employee's professional hourly rate of pay (annual salary divided by 180 divided by 6) for
49 each hour worked beyond the contractual workday. A log of such compensable hours shall be
50 submitted to the principal each Friday. Compensation for such hours shall be included in the next
51 paycheck following submission of the hours to the principal.

1
2 D. The Board hereby agrees that the relationship of the mentor to the intern and advisor to the intern is
3 a confidential relationship and the mentor, intern and advisor shall be treated by the Board under
4 this agreement as possessing privileged information concerning the intern's performance which
5 information, whether oral or written, may not be divulged to any party or person including, but not
6 limited to, the Board, building principal, superintendent or other employees without the consent of
7 the intern. It is agreed by the Board that this privilege, created by this section, belongs to the intern
8 and may be waived only by the intern.
9

10 E. The Board hereby agrees to hold harmless each mentor for any alleged or proven educational
11 malpractice, negligence on the part of an intern or other cause whatsoever. The Board further
12 agrees to pay all legal costs incurred by the mentor in defending against any accusations arising out
13 of the performance of the mentor's duties as a mentor. The mentor shall be free to select the
14 mentor's own attorney.
15

16 F. The following procedure shall be implemented in the selection of mentors.
17

18 1. Mentor candidates may be nominated by principals, peers, or the mentor candidates may
19 nominate themselves.
20

21 2. Nominees who wish to be considered will complete the application form provided.
22

23 3. Selection of mentors to be placed in the mentor pool shall be made by a committee composed
24 of three (3) employees and two (2) principals. The employees shall be appointed by the
25 Association president. The principals shall be appointed by the superintendent.
26

27 4. Employee members of the committee shall not be current applicants for a mentorship; but, they
28 must meet all of the criteria for mentors.
29

30 5. Principal members of the committee shall be principals in schools where there is at least one (1)
31 beginning employee, where possible. There shall be one (1) elementary principal and one (1)
32 secondary principal on the committee.
33

34 6. The committee shall place employees in the mentor pool who have at least five (5) years of
35 teaching experience. Mentors shall be matched with beginning employees based on the following
36 factors, ranked in order of priority:
37

38 a. teachers in the same building with the beginning employee;
39

40 b. teaches at the same grade level as the beginning employee;
41

42 c. teaches similar subjects as those of the beginning employee; and
43

44 d. seniority.
45

46 G. Mentors shall not be evaluated based on performance as a mentor.
47

48 H. Mentors shall not evaluate beginning employees for the purposes of determining success or failure
49 in the internship program, or for retention in the corporation as an employee.
50

- 1 I. A beginning employee participating in the internship program shall be afforded all of the rights
2 afforded to any other employee, for all purposes, under this collective bargaining agreement and
3 under IC 20-28-6-1 and IC 20-29-1.
4
- 5 J. The principal shall evaluate the beginning employee's performance on, or before, October 30,
6 December 20, February 28 and April 20. An evaluation conference shall be held for each period
7 and, at the request of the beginning employee, the mentor and/or advisor may attend the
8 conference.
9
- 10 K. After each evaluation period, the principal shall inform the beginning employee whether or not the
11 beginning employee would be recommended as successfully completing the internship and
12 retention as an employee. In the event either response is negative, the principal must give specific
13 suggestions of what improvements the beginning employee must make in order to successfully
14 complete the internship and/or be retained as an employee.
15
- 16 L. Each beginning employee shall be given thirty (30) minutes of released time during every two-
17 week (2) period for the purpose of observing another employee's class. Such released time shall be
18 flexible to allow the beginning employee to observe a variety of classroom settings. Such released
19 time shall be in addition to the beginning employee's regular preparation time.
20
- 21 M. No beginning employee shall have more than twenty (20) students in any one class.
22
- 23 N. In the event that a beginning employee participates in a second year of an internship program, the
24 Board shall provide an individualized assistance plan for that employee. The beginning employee
25 and the beginning employee's mentor shall be involved in the development of the plan.
26
27

28 RATIONALE

29 ARTICLE 9

30 BEGINNING EMPLOYEE INTERN PROGRAM

31
32 515 IAC 1-5-1 to 7 requires the institution of internship programs in every school corporation.
33 Clearly, this program is not subject to the provisions of Sections 4 and 7 of IC 20-29-1. 515 IAC 1-
34 5.3(m) states "Implementation of and participation in an internship program is not a subject of: (1)
35 bargaining under IC 20-29-6-4 or (2) discussion under IC 20-29-6-7."
36

37 This does not mean that Boards are prohibited from bargaining these topics, but simply that such
38 bargaining is not mandatory. It also means that it is not a mandatory subject for discussion. The
39 Association must take the same position on this as it has on bargaining Section 7 items: We can do it,
40 but we must persuade the Board. The sample language recommends important things:
41

- 42 1. it protects the due process rights of the mentor and intern and;
- 43 2. it protects the confidentiality of the relationship between mentor and intern.
- 44 3. it insures compensation for each intern mentioned and the ability to opt out and/or limit
45 involvement.
46
47
48

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

1
2
3 ARTICLE 10
4

5 **REDUCTION-IN-FORCE / RECALL**
6

- 7 A. A reduction-in-force (RIF) shall be defined as the elimination of, reduction of, or failure to fill a
8 bargaining unit position. Attrition (i.e. resignation, leave of absence, retirement, death or
9 disability) shall be used before any employees are reduced in force.
10
- 11 B. No employee shall be reduced in force in whole, or in part, or reduced in hours or pay as a result of
12 the implementation of a “public school choice” option provided by ESEA of 2001, 20 USC 6301 et
13 seq.
14
- 15 C. If the Board determines a RIF may occur, the Board shall notify the Association in writing not less
16 than six (6) months prior to the date the RIF is to be implemented. The notification shall include
17 the reason(s) for the RIF, the position(s) to be reduced, eliminated or not filled, the name(s) of the
18 employee(s) to be affected, the date of the Board’s action to implement the RIF and the effective
19 date of the RIF.
20
- 21 D. Within ten (10) days of receipt of the notification, representatives of the Board and the Association
22 shall meet to review the proposed RIF. The parties agree that a RIF will be the last possible
23 alternative considered.
24
- 25 E. In the event of a RIF, or recall after layoff, the following criteria as listed below shall be the sole
26 determinants:
27
- 28 1. seniority, and
 - 29 2. certification.
- 30
- 31 F. Seniority is defined as the employee’s length of continuous service in the bargaining unit from the
32 employee’s date of last employment in the _____ School Corporation and is not
33 interrupted by approved leaves of absences. For the purpose of this section, service on a
34 Temporary Teacher’s Contract that is contiguous with service on another Temporary Teacher’s
35 Contract or on a Regular Teacher’s Contract shall qualify as continuous service and shall be
36 included when computing the employee’s seniority.
37
38
- 39 G. Employees will not be given credit towards years of seniority for time employed outside the
40 bargaining unit, for purposes of a reduction in force within the bargaining unit or a recall within the
41 bargaining unit. Only employment within the bargaining unit will be credited to seniority for these
42 purposes. The Board agrees not to alter the terms of the Regular Teacher’s Contract when it is
43 used to employ persons outside the bargaining unit, by deleting the provision which states that
44 agreements arrived at under the terms of IC 20-29 shall be in full force and effect between the
45 Board and a person employed outside the bargaining unit.
46
- 47 H. When two (2) or more employees have the same length of service, the employee that signed the
48 employee’s individual contract with the Board on the earliest date shall be considered senior. If
49 two (2) or more employees signed their individual contracts on the same date, then the employee
50 with the earliest birth date shall be considered senior.
51

- 1 I. One corporation-wide seniority list, based on service with the corporation as of June 30, 20____,
2 shall be established. This list shall contain the names and dates of signed initial contracts and all
3 areas of certification for all employees, including employees on official leaves of absences. Such
4 list shall be posted on or before September 1st each school year. Challenges to seniority placement
5 must be received by October 15, sent to the superintendent or his/her designee with a copy to the
6 Association. The Board and the Association shall meet to attempt to resolve any challenges. Any
7 unresolved disputes shall be subject to arbitration, Grievance Procedure, Step Three. The final
8 seniority list shall be posted in each faculty lounge and kept current by the local Board.
9
- 10 J. An employee whose current assignment is not available due to a RIF shall be allowed to displace
11 the employee in another assignment, in accordance with the criteria specified in Section E.
12
- 13 K. Employees who have been laid off will be recalled on the basis of seniority with the employee with
14 the most seniority on layoff being called back first using the criteria specified in Section E of this
15 article.
16
- 17 L. An employee on layoff shall remain on the recall list so long as the employee expresses the
18 employee's desire to do so to the Board at least once per year, in writing. If the employee fails to
19 report for work within thirty (30) days after receipt of a written notice of recall to work after a
20 layoff given by the Board, by registered or certified mail addressed to the employee at the
21 employee's last address appearing on the records of the Board, the employee shall forfeit recall
22 rights except that an employee who is employed in another school corporation at the time of recall
23 shall be allowed to complete the employee's contractual obligation before returning. In the
24 unforeseen event that an employee is unable to return within the thirty (30) day time limit because
25 of illness or physical incapacity, such employee shall return as soon as the employee is released
26 from the employee's doctor's care.
27
- 28 M. An employee on layoff shall have the right to continue to participate in group insurance plans. The
29 employer shall continue to contribute on the same basis as it contributes for other employees.
30
- 31 N. Any employee who is laid off shall be offered daily substitute positions according to seniority at
32 the per diem rate that they would have achieved had they remained in the school corporation as
33 regular employees for that school year. The refusal to accept substitute work shall not be construed
34 as a refusal to accept suitable work for purposes of unemployment compensation.
35
- 36 O. Upon the Board's determination that a RIF is necessary, the Board shall implement the following:
37
- 38 1. The Board shall notify all employees who will have positions for the following school year and
39 who have assignments which employees who are designated to be laid off are certified to teach
40 that, they, too, are eligible for voluntary layoff. Employees eligible for voluntary layoff shall
41 notify the Board of their acceptance of consideration for such voluntary layoff within ten (10) days
42 of receipt of notification of eligibility.
43
 - 44 2. Should an employee elect to take a voluntary layoff, the employee will receive the difference
45 between the employee's salary and the salary of the employee who would have been laid off.
46 Payments shall be made on the regular payroll schedule.
47
 - 48 3. An employee on voluntary layoff shall accrue and retain all rights and benefits under the
49 collective bargaining agreement not already specified herein, as if they remained a full-time
50 employee.
51

1 4. The most senior employee(s) opting for voluntary layoff shall receive preference in the
2 selection of the position the employee shall take on the layoff list.

3
4 5. Should a vacancy occur, during the regular school year, the employee on voluntary layoff may
5 elect to return to either the newly vacant position or the position they would have had if they had
6 not elected to take a voluntary layoff. If a surplus of employees continues to exist for
7 subsequent school years, the employee on voluntary layoff may choose to reapply for voluntary
8 layoff at the then current compensation level or displace the least senior employee who has a
9 position for which they are certified and return to regular status.

10
11
12 RATIONALE
13 ARTICLE 10
14 **REDUCTION-IN-FORCE/RECALL**

15
16 Reduction-in-force (hereafter referred to as “RIF”) should be the last alternative considered by a Board
17 in addressing a serious problem facing that Board. To that end, when the Board is considering
18 implementing a RIF, it should notify the Association well in advance in order that dialogue can begin
19 which will provide an opportunity to search for alternative solutions other than RIF. Depriving
20 employees of their jobs is a very drastic remedy to a serious problem and alternatives to that action
21 must be thoroughly explored. If, indeed, RIF appears to be the only unavoidable solution, then it is
22 imperative that the Association be involved in the decisions on what positions may be eliminated
23 through attrition, which positions may require active layoffs, how those layoffs are to be accomplished
24 (whether through involuntary leaves of absence, suspensions of contracts, etc.) and who will be
25 affected.

26
27 The model collective bargaining agreement language is based on the premises that:

- 28
29 A. Experienced employees who have passed state and local evaluation tests are retained over
30 unproven and/or less experienced teachers.
- 31
32 1. The chances that employees would be RIFed for non-educational “political” reasons are
33 lessened when certification and seniority are used as the sole criteria for the RIF. It
34 should be noted that this is a necessary process because of a professed need on the part
35 of the Board to have fewer employees. It is not a process to eliminate unqualified or
36 ineffective employees.
- 37
38 2. Less senior employees are likely to have more flexibility in terms of:
- 39
40 a. increased mobility-less established within the community (fewer family ties,
41 etc.);
- 42 b. ability to retrain in job shortage are within and outside of education; and
- 43 c. more able to secure other jobs at or near entry levels which are closer in pay to
44 their last pay.
- 45
46 B. Knowledge that satisfactory corporation service and proper certification provides job stability,
47 which increases employee morale and teaching efficiency.
- 48
49 C. Since RIFing based on seniority and certification is objective rather than subjective, it lets
50 employees know where they stand and permits better personal career planning. Given the
51 increasing tendency of some employers to repeatedly employ using the Temporary Teacher’s

1 Contract provision for service on these contracts, under certain conditions, to count toward
2 seniority standing is only fair.

3
4 D. RIFing based on seniority and certification is easier to administer since it puts less “political”
5 pressure on the Board.

6
7 E. Seniority is the most common criteria used as RIFing protection in both the private and public
8 work sectors.

9
10 F. RIFing procedures with recall rights provide less senior employees with a means to bring back
11 to the school corporation the youth and diversity needs of the education community.

12
13 **Credit for Time Employed Outside the Bargaining Unit (Section G)**

14
15 Russell Phillips was employed by Caston School Corporation as a principal for seventeen (17) years.
16 Each year, he signed a Regular Teacher’s Contract. The Board initially included his name on the
17 seniority list for RIF purposes; but, the Association complained that his service as a principal should
18 not count as seniority in a RIF.

19
20 The matter was taken to court on a request for a declaratory judgment. The Indiana Court of Appeals
21 found in favor of the principal. It noted that part of the Regular Teacher’s Contract states that it is
22 agreed by the Board and the employee that collective bargaining agreements arrived at under the terms
23 of IC 20-29-1 shall be construed to be a part of the employees’ Regular Teacher’s Contract. The Court
24 of Appeals held that, because Phillips had signed a Regular Teacher’s Contract each year, Phillips was
25 entitled to all of the benefits of the collective bargaining agreement, including the definition of
26 seniority.

27
28 The Court of Appeals noted that and Indiana statute requires Boards to use a Regular Teacher’s
29 Contract as the basis for a principal’s contract. Significantly, the Court of Appeals added that,
30 “However, the Statute allows alterations to the contract which are not inconsistent with the chapter.”
31 The Court pointed out that the Caston School Corporation’s Board had made no such alterations.

32
33 The collective bargaining agreement language suggested will have the effect of excluding principals
34 from a seniority list created by the collective bargaining agreement. The second paragraph suggested
35 herein is important because it will ensure that the Board will, in fact, alter the Regular Teacher’s
36 Contract when used to employ administrators.

37
38 Administrators at the bargaining table will be the beneficiary of the Caston case. In effect, it gives
39 them all of the rights they have under their administrative employment agreement, plus all of the rights
40 under the collective bargaining agreement. Consequently, administrators will not be anxious to accept
41 this language. However, Boards will be extremely reluctant to see their administrators have two
42 separate sets of rights, which may well be inconsistent. Boards may well be in favor of altering the
43 Regular Teacher’s Contract when it is used for administrators. Thus, it is helpful to convey this
44 message directly to Boards.

45
46 The Indiana School Board Association may support the view that administrators’ contracts should not
47 include collective bargaining agreements.

48 -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

1 transferred. In filling such positions, preferences shall be based on seniority. Employees with the
2 least seniority shall be transferred first.

- 3
4 L. No employee shall be involuntarily transferred in order to implement a school improvement plan
5 developed pursuant to the Elementary and Secondary Education Act of 2001, 20 USC 6301 et.seq.
6

7
8 RATIONALE
9 ARTICLE 11
10 VACANCIES AND TRANSFERS

11
12 The proposal for seniority rights to transfers is based on the belief that such rights bring two (2)
13 advantages to both employees and Boards:

14
15 a. If employees have a right to reasonably expect transfers, morale will be much higher. The
16 reverse is also true. Absent such expectations, and if outsiders are given preference over qualified,
17 experienced employees, morale will necessarily lag.

18
19 b. The best teaching and learning environment comes when happy, enthusiastic employees are in
20 the classroom. The goals of the Association and Board must be to create the best possible educational
21 environment.

22
23 The proposal deals with qualifications in Section B. The Board's usual argument is that they need
24 "flexibility" in making staffing decisions. The proposal gives them all the flexibility they need – the
25 right to turn down a request for transfer when the employee is not properly certified. The protection
26 for employees lies in the fact that such denial will not be arbitrary and capricious. The Association's
27 position is that loyal service should be recognized and that senior employees should be given
28 preference of assignments unless they lack the proper certification.
29

30
31 ARTICLE 12
32 ASSOCIATION AND EMPLOYEE RIGHTS

33
34
35 **A. Payroll Deduction for Membership**

36
37 Any time after the beginning of the school year, the Association shall deliver to the Board the
38 names of employees who authorized payroll deductions and the amounts of membership dues and
39 other assessments of the Association, including the National Education Association and the Indiana
40 State Teachers Association. The Board shall deduct such sum in twenty-one (21) equal payments,
41 beginning with the next pay period after receipt of the names from the Association. Additional
42 names may be added any time until the end of the school year. In cases where there are fewer than
43 twenty-one (21) pay periods left, the amount shall be deducted equally from the remaining pay
44 periods. The deductions shall be remitted not less frequently than monthly to the Association. The
45 authorization for payroll deduction of Association membership dues shall be on a continuing basis
46 unless revoked, in writing, by the employee through the Association between the dates of July 1
47 and July 15. Upon termination of an employee's contract, the business office shall deduct all
48 unpaid Association dues from the remaining paycheck(s).
49
50
51

1 **B. Other Payroll Deductions**

2
3 Upon appropriate written authorization from the employee, the Board shall deduct from the salary
4 of any employee and make appropriate remittance for annuities, credit union, savings bonds,
5 insurance, or any other plans or programs approved by the Association.
6

7 **C. Association and Employee Rights**

8
9 The Board hereby agrees that every employee of the Board shall have the right freely to organize,
10 join and support the Association for the purpose of engaging in bargaining for mutual aid and
11 protection. The Board further agrees that it shall not directly or indirectly discourage, deprive, or
12 coerce any employee in the enjoyment of any rights conferred by this collective bargaining
13 agreement, laws of Indiana, or the Constitutions of Indiana and the United States, or the
14 employee's institution of any grievance, complaint or proceeding under this collective bargaining
15 agreement.
16

17 **D. No Restriction on Rights**

18
19 Nothing contained herein shall be construed to deny or restrict to any employee rights the
20 employee may have under the Indiana General School Laws or other applicable laws and
21 regulations. The rights granted to employees hereunder shall be deemed to be in addition to those
22 provided elsewhere.
23

24 **E. Exclusive Use of Facilities**

25
26 The Association, as the exclusive representative, shall have the exclusive right to use: school
27 facilities for meetings, mailboxes; any equipment including computers, word processors, fax
28 machines, duplicating equipment, calculating machines; and all types of audio visual equipment;
29 and to use the email, Internet, LAN System, or any other electronic means of communication on
30 the Board's computer programs; to post notices of activities and matters of Association concern on
31 employee bulletin boards, at least one (1) of which shall be provided in each school building.
32

33 **F. Association President to Visit Buildings**

34
35 The president of the Association, or the president's designee, shall be allowed to visit schools to
36 investigate working conditions, employee complaints, problems, or for other purposes relating to
37 Association affairs without loss of pay or other benefits.
38

39 **G. Telephone in President's Room**

40
41 The president of the Association shall have a telephone installed in the president's workstation by
42 the Board.
43

44 **H. Provide Data and Communications to the Association**

45
46 The Board agrees to furnish to the Association, upon request, information concerning the financial
47 resources of the corporation including, but not limited to, annual financial reports and audits,
48 register of certificated personnel, tentative budgetary requirements and allocations, including
49 agendas and minutes of all Board meetings, treasurer's reports, names and addresses of all
50 employees, salaries paid thereto and educational background. The Board further agrees to furnish
51 to the Association copies of all forms required by state agencies such as, but not limited to, the

1 State Board of Accounts, Department of Education, and the State Board of Tax Commissioners, on
2 the same date required by such agencies. The Board further agrees to furnish the Association with
3 five (5) copies of all Board agendas, supplementary material given the Board, and official Board
4 minutes at the same time as it is made available to the Board.
5

6 **I. Release Time for Association Exclusive Representative Duties**
7

8 When the president, or the president's designee(s), engages in Association activities directly
9 relating to the Association's duties as exclusive representative, the Association's representative
10 shall be given such time without loss of pay.
11

12 **J. Association Access to New Employees**
13

14 The Association shall have two (2) hours on the agenda of the Board's orientation program for new
15 employees. This time will be planned exclusively by the Association and include the lunch hour.
16
17

18 **K. Non-Discrimination**
19

20 1. Employees shall be entitled to full rights of citizenship and no religious or political activities of
21 any employee or the lack thereof shall be grounds for any discipline or discrimination with respect
22 to the professional employment of such employee.
23

24 2. The provisions of this collective bargaining agreement shall be applied without regard to race,
25 creed, religion, color, national origin, age, sex, handicap, physical disability, political activities,
26 family relationship, sexual orientation, or marital status.
27

28 3. Violations of 42 USC 2000e et seq. (Title VII), 29 USC 621 et seq. (Age Discrimination in
29 Employment Act), and 42 USC 12101 et seq. (Americans with Disabilities Act) by one of the
30 parties to this collective bargaining agreement are considered violations of this collective
31 bargaining agreement and are subject to the grievance procedure contained in Article II.
32

33 **L. Association First on Board Agenda**
34

35 The Board shall place the Association on the agenda of each regular Board meeting as the first item
36 for consideration under "new business."
37

38 **M. Exclusive Rights**
39

40 The rights and privileges of the employees' organization and its representatives, as set forth in this
41 article, shall be granted only to the Association as the exclusive.
42

43 **N. Discovery in Tenure Hearings**
44

45 Option One.

46 The Board and the Association agree that in connection with a hearing to consider a suspension
47 without pay or the cancellation of the contract of permanent or semi-permanent employee, the
48 employee will be entitled to engage in discovery as described by Rules 26-36 of the ___ *Indiana*
49 *Rules of Trial Procedure*. The Board and the employee will make a good faith attempt to complete
50 this discovery within the time sequence established by Indiana law for suspension without pay and
51 consideration of cancellation of the contract of a semi-permanent or permanent teacher. Protective

1 and other orders shall be obtained first from the Board. If no agreement can be reached in regard to
2 the scope of discovery, or the time limits, a resolution may be obtained in a court of general
3 jurisdiction in the county in which the school corporation is primarily located.
4

5 Option Two, in the alternative.

6 The Board and the Association agree that before any hearing to consider the suspension without
7 pay or the cancellation of the contract of a semi-permanent or permanent employee, the employee
8 will be provided with a full statement of the reasons for the proposed suspension or cancellation of
9 the contract, including full and complete information supporting the reasons given for the proposed
10 cancellation. If the Board intends to present evidence from witnesses who are not employees of the
11 Board, the employee is entitled to take a sworn statement of the witness before the hearing.
12

13
14 RATIONALE
15 ARTICLE 12
16 ASSOCIATION AND EMPLOYEE RIGHTS
17

18 Organizational Rights in General – Responsible employers and employee organizations have a mutual
19 respect for the employment relations process which results in high morale and productivity for the
20 Board and good working conditions and benefits for employees. The respect exhibits itself through the
21 Board and employee organization knowing that the organization must have access to organization
22 rights in the workplace and the organization using those rights reasonably.
23

24 Boards know that a good working relationship will exist when employees know their rights.
25 Employees must also know that the Board respects those rights and is willing to stand the test of its
26 administrative actions through open communications. Employee organizations know that their
27 employees need to know how their organization views events, decisions, actions which have an impact
28 on conditions of employment.
29

30 Employee organizations may also support Board actions. This responsible and needed support may
31 cause employees to become angry with their organization. An employee organization can be
32 responsible if it has organizational security provisions in its collective bargaining agreement.
33

34
35 **A. Payroll Deduction for Membership**
36

37 Payroll deduction is a service to employees who desire to be members of their employee
38 organization. The service makes it easier for employees to pay dues and is, therefore, an
39 economic benefit. Public Law 217 calls for payroll deduction.
40

41 Employees should be able to sign up after the initial enrollment date. Employees come in to
42 the school district at all times and should be able to receive payroll deduction. There should be
43 no penalty for signing up late.
44

45 The initial authorization should be satisfactory until the employee says they want out. After
46 discussion with the Association, the employee should be able to withdraw. An employee signs
47 up for one year, or is a continuing member. Association budgets and services are obligated to
48 that employee for one (1) year. An employee who leaves the system will expect representation
49 should any problem arise over their benefits after they leave.
50

51 Monthly submission of dues to the Association treasurer is a good business practice.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

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.

1 **J. Association Access to Employees**

2
3 New employers need to see and get acquainted with the Association that will represent their
4 professional interests.

5
6 **K. Non-Discrimination**

7
8 Keeping these issues out front reminds the very few that would discriminate that both parties
9 will not accept discrimination of any kind. Since Boards maintain that they do not
10 discriminate, they will have no difficulty agreeing upon this language.

11
12 **L. Association First on Board Agenda**

13
14 Placing the Association first on the agenda is a commitment to the Association as the exclusive
15 representative. By allowing the Association to voice school employee issues that have not
16 otherwise been resolved, the Board demonstrates its commitment to resolving employee
17 concerns.

18
19 **M. Exclusive Rights**

20
21 Competition among employee groups is not good for education. The Board and the
22 Association should be interested in peace in the buildings. A good working relationship with
23 the Association can further that peace.

24
25 **N. Discovery in Tenure Hearings**

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

35
36 On January 13, 2004, in a case entitled *Board of School Commissioners of the City of*
37 *Indianapolis vs. Walpole*, the Indiana Supreme Court ruled that a school board hearing under
38 PL 110 on the termination of an employee does not qualify as a hearing before an
39 administrative agency. The Supreme Court was required to distinguish two Court of Appeals
40 decisions in reaching that decision. The Supreme Court also held that the General Assembly
41 did not intend to include formal discover in the thirty (30)- to forty (40)- day-window period
42 provided for cancellation or suspension of a permanent or semi-permanent teacher's contract.

43
44 Under the Supreme Court decision, the Board is not required to engage in discovery.

45
46 There is a federal constitutionally protected right for an employee in these circumstances to
47 know the charges against him/her and to be allowed to prepare a defense. If the Board
48 provided no information whatsoever, it could be a violation of a federal constitutional
49 provision.

1 However, IC 20-28-7-13 is an Indiana statute which allows an exclusive representative to
2 bargain changes to PL 110. Therefore, a bargaining representative and a Board can agree to
3 supplement the terms of PL 110 by adding the right to discovery. Option One is the best
4 possible language. It largely reiterates the language of the Supreme Court's Rule 28F.
5 However, Boards are usually unwilling to adopt unnecessary requirements as part of PL 110.
6

7 Option Two is a fall-back position. As presently written, PL 110, IC 20-28-7-3 to 5 provides
8 that an employee is entitled "to a full statement of the reasons for the proposed cancellation of
9 the contract" at the hearing. Option Two moves that right to a full statement to a period before
10 the hearing. Obviously, it is much more helpful to have a full statement of the reasons for a
11 cancellation before the hearing begins rather than merely getting it at the beginning of the
12 hearing.
13

14 Similarly, IC 28-27-7-8 to 12, the statute which deals with the contract rights of nonpermanent
15 teachers, creates the right to a conference. The statute states that at the conference the Board
16 "shall provide full and complete information supporting the reasons for the non-continuance"
17 of the nonpermanent teacher's contract. Option Two places this language in the portion of PL
18 110 dealing with permanent and semi-permanent employees. If nonpermanent employees are
19 entitled to full and complete information, permanent and semi-permanent employees should
20 have that same right.
21

22 **TALKING POINTS – DISCOVERY IN TENURE HEARINGS**

23

24 The following considerations may be helpful in convincing the Board's bargainers that
25 procedures for a PL 110 hearing should include full information to the employee before the
26 hearing begins.
27

- 28 1. The right to know the evidence against one's self is a uniformly accepted, deeply held,
29 foundation of the American judicial system. No one would expect to walk into a
30 criminal trial or a civil case without knowing what the other side's case consists of.
31
- 32 2. The right to discovery before the hearing begins is part of the right to face one's
33 accuser. For example, if a Board is considering canceling an employee's contract
34 because of complaints made by parents or students, it is only fair that the employee
35 know, before the hearing, what the complaints are. The parent or student may have
36 ulterior motives for accusing the employees.
37
- 38 3. If employees are given the right to discovery before a dismissal hearing, the Board will
39 probably extend that right to the administrators as well. It is the fair thing to do.
40
- 41 4. If the employee is advised of the full scope of the evidence before the hearing, it may
42 lead to either a resignation by the employee or a settlement of the dispute. Disclosure
43 of the information before the hearing will give the administration the advantage of
44 being advised by the employee if there are serious discrepancies, errors, or mistakes in
45 that information. It is not efficient for anybody for a hearing to start with evidence
46 which has not been fully reviewed.
47
- 48 5. Although it does not provide for full discovery, the federal constitution protects the
49 rights of a tenured employee to be given notice of the reasons for termination and an
50 opportunity to present his or her own facts. If the Board does not provide information
51 to the employee in regard to the evidence it intends to produce, it may violate federal

1 constitutional requirements. An error by the Board in the procedures used to terminate
2 an employee can lead to an award of back pay and attorney's fees.
3

4
5 ARTICLE 13

6
7 **SCHOOL CALENDAR**

8
9 A. The maximum school year shall not exceed one-hundred-eighty (180) days for students and
10 employees.

11
12 B. For the term of this collective bargaining agreement, the school calendar shall be as follows:

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

50
51 **NOTE: This is an illustrative calendar that may be modified to meet local needs.**

1
2
3 RATIONALE
4 ARTICLE 13
5 SCHOOL CALENDAR
6

7 The calendar should include only one-hundred-eighty (180) days and should spell out those
8 days so that there can be no misunderstanding as to just what is expected of employees. IC 20-
9 30-2-3 specifies the number of days – student days. It no longer is of any benefit to employees
10 to be at work more days. Employee work days are bargainable.
11

12
13 ARTICLE 14
14
15 SCHOOL CLOSING
16

- 17
- 18 A. Schools shall be in session on each scheduled day unless civil authorities have declared a travel or
19 similar emergency or unless the school officials have closed the school(s). Announcements of
20 school cancellations and/or changes in the normal schedule shall be made as soon as possible, but
21 no later than 6:30 a.m.
22
 - 23 B. The Board shall apply for a waiver of the penalty imposed under IC 20-30-2-6 for any days on
24 which school was canceled.
25
 - 26 C. An employee who had previously arranged for leave on a day during which schools are closed shall
27 not be charged for such leave.
28
 - 29 D. If the start of a school day for students is delayed, or if a school day for students is ended early, the
30 employees' workday shall be adjusted accordingly.
31
 - 32 E. If schools are closed by order of the Board, health authorities, or school cannot be conducted
33 through no fault of the employee, the employee shall receive regular payments during the time
34 schools are closed.
35

36
37 RATIONALE
38 ARTICLE 14
39 SCHOOL CLOSINGS
40

41 The required instructional year is a student year, not an employee year. From time to time,
42 schools must be closed, or schedules changed due to inclement weather or other unforeseen
43 circumstances. Employees should be notified as early as possible in this event. We agree that
44 the Board must comply with state statutes as it relates to school closings and the instructional
45 day and year. However, compensation and conditions of employment cannot be reduced.
46

47 We encourage the Board to seek a waiver so that all days missed do not need to be made up.
48
49
50
51

ARTICLE 15

CLASS SIZE

A. The parties agree that class size shall not exceed the following standards:

1.	Elementary	Standard
	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

- 1
- 2
- 3
- 4
- 5
- 6 A. The employees' day shall commence at _____ a.m., and end at _____ p.m..
- 7
- 8 B. All employees shall be entitled to a duty-free, uninterrupted lunch period equivalent to a regular
- 9 class hour, but in no event less than fifty-five (55) minutes.
- 10
- 11 C. Faculty meetings may be scheduled only on the first (1st) Wednesday of each month provided that
- 12 such meetings shall be canceled if unnecessary. These meetings shall be well planned and as brief
- 13 as possible, but shall not exceed thirty (30) minutes in length, and shall not go beyond the end of
- 14 the normal school day.
- 15
- 16 D. Every employee shall have at least a fifty (50) minute preparation period each day. This
- 17 preparation period is not to be an extension of the present school day.
- 18
- 19 E. An elementary employee shall be provided at least two (2) separate fifteen (15) minute relief
- 20 periods each day. One of the relief periods shall be in the morning and the other shall be in the
- 21 afternoon. In addition, an elementary employee may use for preparation all time during which the
- 22 employee's classes are receiving instruction from other employees.
- 23
- 24 F. The Board shall make available in each school a lunchroom, restroom and lavatory facilities
- 25 exclusively for employee use, and at least one (1) room furnished and ventilated for use as a faculty
- 26 lounge.
- 27
- 28 G. Telephone facilities that provide confidentiality access shall be made available to the employees.
- 29
- 30 H. Off-street, paved parking facilities shall be provided, protected against vandalism, maintained and
- 31 identified exclusively for employee use.
- 32
- 33 I. Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks
- 34 which endanger their health, safety, or well being.
- 35
- 36 J. No employee shall be required to administer medicine, drugs, tests, or perform medical procedures
- 37 on students, unless the employee is also a licensed medical professional. No employee shall be
- 38 subject to discipline for refusal to administer medications, drugs, tests, or perform medical
- 39 procedures on students.
- 40
- 41 K. A conference room shall be made available for parent-employee conferences.
- 42
- 43 L. The Board agrees to provide cleaning services for each school in order that the atmosphere is one
- 44 conducive to good education as well as the comfort of both the student and the employee.
- 45
- 46 M. The Board shall provide multi-level and/or multi-text materials supporting instruction of the state
- 47 standards, as approved and recommended by the State Department of Education, to ensure that
- 48 each pupil in the classroom has adequate materials for the pupil's own use.
- 49

- 1 N. The Board shall purchase textbooks and supplementary reading materials supporting instruction of
2 the state standards for each classroom that contain the contribution of minority groups to the
3 history, scientific and social development of the United States.
4
- 5 O. Each employee shall be reimbursed up to two hundred fifty dollars (\$250.00) per school year for
6 the purchase of consumable instructional materials, provided that requests for reimbursement are
7 accompanied by proper documentation.
8
- 9 P. Upon request by the appropriate employees, the Board shall provide, at no cost to the employees,
10 appropriate essential attire necessary to perform their work duties. Proper laundering or dry
11 cleaning service for all of said items shall be provided, without charge, to the employees.
12
- 13 Q. The Board shall provide to the employees who work in more than one (1) school building an
14 appropriate room and other facilities and equipment in each school in which they work to permit
15 the effective discharge of their responsibilities to their pupils. Such employees shall also be
16 assigned a single private classroom or office for their exclusive use outside of regular teaching
17 hours, with a desk or other equivalent facility, and a place to store materials and supplies for their
18 personal use.
19
- 20 R. Employees shall not be required to participate in extracurricular activities or accept extracurricular
21 positions.
22
- 23 S. When school is not in session, each employee shall be given access to the building by arranging
24 such access with the building principal.
25
- 26 T. Observation of an employee's class by persons other than school administration personnel shall be
27 allowed only after consent has been given by the building principal and the employee involved.
28
- 29 U. The Board shall provide transportation for classroom groups for field trips.
30
- 31 V. Employees shall not be required to do clerical duties such as supervising collections, student
32 pictures, or to engage in any administrative tasks.
33
- 34 W. The Board shall preserve the educational sanctity of the classroom and keep all forms of classroom
35 interruptions at a minimum. This shall apply to interruptions by public address systems and
36 personnel. Interruptions shall be made only at a specified time during the day, except those of an
37 emergency nature.
38
- 39 X. If a substitute employee is not available, an employee shall have the right to refuse to accept
40 assignment to a class or a portion of any class other than the employee's own. Any employee who
41 accepts a class that requires the employee to forfeit the employee's preparation period shall be
42 compensated at one and one-half (1.5) times the employee's professional hourly rate of pay.
43
- 44 Y. When, in the judgment of a school employee, it is necessary to search the person, locker, desk or
45 other property of a student, the Board shall support the school employee and conduct such search.
46
- 47 Z. When a school employee reports a suspected case of child abuse, as required by statute, the school
48 administrator who receives the report from the school employee shall within twelve (12) hours
49 forward the report to the Child Protection Services. The school administrator shall also within
50 twelve (12) hours of the initial report made by the employee, give the school employee written
51 verification that the reported suspicion has been given to the Child Protection Service.

1
2 **SPECIAL NOTE: Unless the school administrator meets the requirements of Section Z of**
3 **this article, it is recommended a school employee contact Child Protection Services to verify**
4 **the suspected case of child abuse was reported.**
5

6
7 RATIONALE
8 ARTICLE 16
9 **WORKING CONDITIONS**

- 10
11 A. Public Law 217 clearly identifies hours as a bargainable issue. The Fairfield unfair
12 labor practice in 1975 stated that the number of hours an employee works is a
13 bargainable subject. Therefore, the collective bargaining agreement should state
14 specifically the beginning time and the ending time. This should be a definite hour, not
15 a time based upon so many minutes longer than the regular students' day. Language
16 based on a student's day allows the Board to expand the number of teaching hours of an
17 employee. If employees are going to be required to participate in any other activities
18 outside the regular school day, those activities and the number of hours included should
19 be specifically stated in the collective bargaining agreement. This would include such
20 things as attendance at a PTA meeting, parent-teacher conference and in-service
21 training. Local Associations may want to add a sentence stating, "In no case shall the
22 school day exceed seven and one-half (7.5) hours per day." Committee meetings and
23 employee group work are frequently scheduled before school, of after school by
24 administrators. Employees need to be able to cite the collective bargaining agreement
25 for the end of the work day.
26
- 27 B. Even though state law establishes a right for employees to have a thirty-minute (30)
28 break between the hours of 10:00 and 2:00, some employees are still not receiving the
29 thirty-minute (30) lunch break. It is necessary to establish the amount of time that each
30 employee will have for lunch. When the language is in the collective bargaining
31 agreement, employees can grieve the language and gain satisfactory resolution.
32
- 33 C. Language concerning employee meetings is necessary in those places where the
34 building principal likes to meet with great regularity to read memos to employees.
35 Employees have found that language greatly limits the right to have employee meetings
36 has caused building principals to become much more efficient in writing materials
37 and/or planning concise employee meetings.
38
- 39 D. Fewer contract hours and more preparation time are vital components of the new
40 reforms under the "A+" program. Part timers need preparation, too. It is necessary to
41 have language in the collective bargaining agreement that guarantees selected teaching
42 conditions in order to be able to enforce such a provision through the grievance
43 procedure.
44
- 45 E. No need to explain why "potty" relief is necessary. However, it is necessary to have
46 language in the collective bargaining agreement that guarantees selected teaching
47 conditions in order to be able to enforce such a provision through the grievance
48 procedure.
49
- 50 F. This provision addresses some basic physical needs that confront employees. It is
51 necessary to have language in the collective bargaining agreement that guarantees

1 selected teaching conditions in order to be able to enforce such a provision through the
2 grievance procedure.

3
4 G. This provision addresses the employees' needs to sometimes make confidential, private
5 telephone calls. It is necessary to have language in the collective bargaining agreement
6 that guarantees selected teaching conditions in order to be able to enforce such a
7 provision through the grievance procedure.

8
9 H. This provision addresses a basic physical need that confronts employees. Employees'
10 personal property and safety should be protected. It is necessary to have language in the
11 collective bargaining agreement that guarantees selected teaching conditions in order to
12 be able to enforce such a provision through the grievance procedure.

13
14 I. This language gives the employees the right to walk off the job when there are unsafe or
15 hazardous conditions. Otherwise, employees might be found to be insubordinate if they
16 were to refuse to perform their teaching responsibilities under unsafe and/or hazardous
17 conditions. No Board wants an employee injured on the job. Employees may have
18 knowledge of hazards unknown to the Board and should have the right to refuse orders
19 that could cause themselves harm.

20
21 J. This provision could be as detailed as the employees would like. However, the catch-all
22 provision at the end leaves open the possibility of other situations arising that the
23 employee could use his discretion to determine whether the situation requires him/her to
24 perform a duty that could expose him/her or others to health risks or a duty that should
25 be performed by a health care provider. It is necessary to have language in the
26 collective bargaining agreement that guarantees selected teaching conditions in order to
27 be able to enforce such a provision through the grievance procedure.

28
29 K. This provision addresses the need for a separate place available to meet and confer with
30 parents. A crowded classroom or an employees' lounge does not present a professional
31 image to parents and diminishes the importance of their involvement. It is necessary to
32 have language in the collective bargaining agreement that guarantees selected teaching
33 conditions in order to be able to enforce such a provision through the grievance
34 procedure.

35
36 L. This provision addresses the need for a clean, safe teaching environment. It is
37 necessary to have language in the collective bargaining agreement that guarantees
38 selected teaching conditions in order to be able to enforce such a provision through the
39 grievance procedure.

40
41 M. The need for adequate support, including supplies, is a growing concern. It is necessary
42 to have language in the collective bargaining agreement that guarantees selected teaching
43 conditions in order to be able to enforce such a provision through the grievance
44 procedure.

45
46 N. The need for adequate support, including supplies, is a growing concern. It is necessary
47 to have language in the collective bargaining agreement that guarantees selected
48 teaching conditions in order to be able to enforce such a provision through the grievance
49 procedure.

50

- 1 O. The need for adequate support, including supplies is a growing concern. No employee
2 should have to spend his own money for classroom supplies. It is necessary to have
3 language in the collective bargaining agreement that guarantees selected teaching
4 conditions in order to be able to enforce such a provision through the grievance
5 procedure.
6
- 7 P. This language is to protect against financial loss to those employees who are often
8 around teaching stations where there is the possibility of chemical spills or excessive
9 dirt on clothing. Why should employees pay to have clothes cleaned, repaired or
10 replaced when the job is responsible? It is necessary to have language in the collective
11 bargaining agreement that guarantees selected teaching conditions in order to be able to
12 enforce such a provision through the grievance procedure.
13
- 14 Q. Traveling employees have real problems when they don't have a permanent spot in any
15 school. We must provide them the facilities they need to work efficiently. It is
16 necessary to have language in the collective bargaining agreement that guarantees
17 selected teaching conditions in order to be able to enforce such a provision through the
18 grievance procedure.
19
- 20 R. Language concerning the volunteerism of employee involvement in extracurricular
21 assignments is extremely important. Without this language, Boards have been able to
22 require employees to work well beyond the regular school day in all forms of activities.
23 Boards have also been able to require coaches to continue coaching in order to remain
24 employed in the school corporation. This language should be of high priority at every
25 bargaining table. It is necessary to have language in the collective bargaining
26 agreement that guarantees selected teaching conditions in order to be able to enforce
27 such a provision through the grievance procedure.
28
- 29 S. As professional educators, employees spend a great deal of time in planning and
30 preparation. To encourage and support employees in this planning and preparation, the
31 Board should make it easy for employees to have access to the school building. This
32 access assists the employee and enhances instruction. It is necessary to have language
33 in the collective bargaining agreement that guarantees selected teaching conditions in
34 order to be able to enforce such a provision through the grievance procedure.
35
- 36 T. This language is for the employee's safety as well as letting the employee know ahead
37 of time that he will be observed so as to be prepared for the observations. Often,
38 unexpected observations will create turmoil in the classroom to the point of interfering
39 with the regular educational atmosphere. It is necessary to have language in the
40 collective bargaining agreement that guarantees selected teaching conditions I order to
41 be able to enforce such a provision through the grievance procedure.
42
- 43 U. Employees must not be required to provide transportation for field trips, trips taken by
44 clubs and athletic events. Transportation of students to an athletic event, field trip or
45 any other educationally oriented activity is the responsibility of the Board. The
46 employee should not be responsible for gaining that transportation and then have a
47 concern over the individual employee's liability in case of an automobile or bus
48 accident. It is necessary to have language in the collective bargaining agreement that
49 guarantees selected teaching conditions in order to be able to enforce such a provision
50 through the grievance procedure.
51

- 1 V. In keeping with “A+”, non-teaching work detracts from the employee’s primary
2 responsibility. It is necessary to have language in the collective bargaining agreement
3 that guarantees selected teaching conditions in order to be able to enforce such a
4 provision through the grievance procedure.
5
- 6 W. This provision provides for fewer distractions in the classroom. It is necessary to have
7 language in the collective bargaining agreement that guarantees selected teaching
8 conditions in order to be able to enforce such a provision through the grievance
9 procedure.
10
- 11 X. This provision allows for an employee to not be forced to cover other employees’
12 classes. Employees may choose to help out by covering, but, cannot be required to do
13 so. It is necessary to have language in the collective bargaining agreement that
14 guarantees selected teaching conditions in order to be able to enforce such a provision
15 through the grievance procedure.
16
- 17 Y. This provision provides support to employees who believe that there is reason to search
18 a student’s person, locker, desk, etc. Indiana law (IC 20-33-8-32) provides for the
19 actual search to be conducted by the building principal. Under no circumstances should
20 a school employee conduct such a search. It is necessary to have language in the
21 collective bargaining agreement that guarantees selected teaching conditions in order to
22 be able to enforce such a provision through the grievance procedure.
23
- 24 Z. Indiana statute requires all school employees to report suspected child abuse as soon as
25 possible. Following Board policies of notifying the school’s officials of suspected child
26 abuse does not relieve the employee of his reporting duties under statute. It is necessary
27 to have language in the collective bargaining agreement that guarantees selected
28 teaching conditions in order to be able to enforce such a provision through the grievance
29 procedure.
30

ARTICLE 17

JOB SHARING

- 31
- 32
- 33
- 34
- 35
- 36 A. Employees interested in sharing one position shall mutually submit such request, in writing, to the
37 Board, no later than April 1 prior to the year the shared contract becomes effective.
38
- 39 B. A job-sharing team shall be composed of two (2) employees who agree to work together to share
40 one (1) position. However, if only one (1) employee within a certified area wishes to job share, the
41 Board shall post a vacancy for such shared position. If another member indicates interest, the job-
42 sharing request will be considered by the Board.
43
- 44 C. Two (2) employees wishing to work together as a job-sharing team must develop a detailed
45 proposal setting for their plan for sharing one (1) full-time position. This plan must have the
46 approval of the building principal and the superintendent. This plan will cover such issues a hours
47 worked, specific teaching duties of each employee, preparation time, and non-classroom duties.
48 Each employee of the job-sharing team will have full responsibility for the development and
49 implementation of such a plan.
50

- 1 D. Employees of the job-sharing team will be entitled to all the rights of full-time employees.
2 However, the salary will be pro-rated the salary of the full-time employee. The Board will pay the
3 pro-rated salary of the amount toward fringe benefits as paid a full-time employee, as set forth in
4 the collective bargaining agreement. In addition, employees of a job-sharing team shall receive the
5 pro-rated number of sick days and personal leave days as provided to full-time employees in the
6 collective bargaining agreement.
7
- 8 E. The job-sharing team submitting a proposal will be notified concerning the acceptance or rejection
9 of such proposal on, or before, May 15. Upon request, unsuccessful applicants will be notified, in
10 writing, of the reason(s) for the rejection of their proposal.
11
- 12 F. If one (1) employee of the job-sharing team chooses to return to full-time teaching, the job-share
13 position shall revert to a single employee position, and the employee of the two (2) employees who
14 shared the position with the most seniority will have first choice in electing to retain, as a full-time
15 position, the job-shared position, or to return to a position presently vacant. An employee, whose
16 current assignment is not available due to a reduction I positions shall be placed in another teaching
17 assignment in accordance with the employee's certification and seniority. If no position is
18 available for the employee with the least seniority, the provisions of the collective bargaining
19 agreement shall apply. March 1 will be the deadline each year for employees sharing one position
20 to request to return to a full-time teaching position.
21
- 22 G. Job-sharing employees shall move a full step on the salary schedule for each year employed. Upon
23 return to full-time employment, they shall receive full salary step credit for each year of job-shared
24 teaching, as if they had been employed full time. (NOTE: The teachers considering job sharing
25 should be aware of the requirement that they need 120 days in their contract.)
26
- 27 H. The Board, based on the recommendation of the superintendent, will make the final determination
28 as to whether a position will be considered for job sharing. However, such determination shall not
29 be arbitrary, but be based on rational and definitive rationale.
30

31
32 RATIONALE
33 ARTICLE 17
34 **JOB SHARING**
35

36 With all of the current emphasis on school quality and professional development, the
37 Association strongly believes that teaching is a full-time profession that requires full-time
38 commitment from employees. Recognizing that there may be occasional situations where two
39 employees need to share one bargaining unit position, we are herein addressing and providing
40 collective bargaining agreement language that enables two employees to share one bargaining
41 unit position. It is our position that this should only be initiated by and between the employees,
42 never by the administration, or the Board. Since a job-sharing arrangement can only be
43 initiated by the two employees, the entire creation of any job-sharing plan and all of its
44 component pieces are the sole responsibility of this job-sharing team of two employees.
45

46 The sole responsibility of the Board is to study and review any job-sharing plans submitted, and
47 ultimately determine whether a job-sharing plan submitted by two employees will be approved.
48 (NOTE: The teachers considering job sharing should be aware of the requirement that they
49 need 120 days in their contract.)
50
51

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

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

1 – 1999. Training will include, but not be limited to, discussion of IEP's, accommodations
2 needed in the classroom, adaptations of the curricula and behavior modification strategies.
3

- 4 2. Prior to the placement of a student with special needs, the Board shall provide appropriate
5 training for school employees working with the student.
6

7 C. Employment Working Conditions
8

- 9 1. A school employee working with students with special needs shall work under the same
10 employment conditions as those afforded a school employee working with students in general
11 education classrooms, unless otherwise specified in this collective bargaining agreement.
12
13 2. A school employee assigned to work with students with special needs shall be evaluated by an
14 administrator who works at the same site as the employee.
15
16 3. When a student with special needs is assigned to a general education classroom, the student's
17 enrollment will be weighted to twice that of the general education student to allow the school
18 employee sufficient time to assist the student with special needs as well as meet the needs of
19 the general education students.
20
21 4. A student with special needs assigned to a general education classroom for less than a full day
22 shall be counted as full time for the purpose of determining maximum class sizes.
23
24 5. Class sizes and caseloads shall not exceed the following standards for school employees
25 working with students with special needs:
26
27

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

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

- 38
39
40
41
42
43
44
45 6. If class size or caseload is determined by the Board to be a hindrance to the learning
46 environment of the students, the class size shall be reduced to a size agreeable to the exclusive
47 representative and the Board.
48
49 7. It is the responsibility of the Board to inform the "teacher of record" when one of the students
50 with special needs has accumulated six (6), or more, suspensions.
51

1 D. Evaluation
2

- 3 1. A school employee working with students with special needs under provisions of IDEA and
4 Title 511-IAC 7 shall not be evaluated based on the achievement of goals and/or objectives
5 contained in the individual student's IEP.
6
- 7 2. A school employee working with students with special needs shall be evaluated under the same
8 conditions and under the same provisions as school employees working with students in
9 general education classrooms. The form to be used in the evaluation process shall be the form
10 agreed upon between the exclusive representative and the Board as set forth in Appendix E of
11 this collective bargaining agreement.
12

13
14 RATIONALE
15 ARTICLE 18
16 SPECIAL EDUCATION ISSUES
17

18 With the strong emphasis that exists today in our public schools on providing equal educational
19 opportunities to students with special needs, the Association believes it is very important for a
20 structure to be in place to provide direction and assistance to school employees who work with
21 these students. Both the federal law, the Individuals with Disabilities Education (IDEA) Act of
22 1997 (PL 101-476) and Indiana's Article 7, Special Education Rules, provide the overall
23 framework for the education of these students; however, these provisions provide little, or no,
24 specific assistance to school employees as it relates to such important considerations of time,
25 support, meaningful professional development, class sizes, and evaluation. The recommended
26 collective bargaining agreement language in this article on Special Education Issues helps fill
27 these voids in the federal law and state regulations.
28

29 Case conferences and the development of students with special needs Individual Education
30 Programs (IEP's) are addressed in the language. The Association believes it is critical to the
31 process to make sure school employees affected have released time, if case conferences and
32 related meetings are held during the school day. If they extend the school employees' regular
33 work day, additional compensation at the professional hourly rate should be bargained. There
34 is much preparation and collaborating that must occur, if meaningful and appropriate IEP's are
35 to be developed for each student with special needs. School employees should not be expected
36 to sacrifice their time, energy, and expertise to do this important work without released time or
37 added compensation.
38

39 Professional development must be program specific, if it is to assist the school employees who
40 are working with students with special needs. The exclusive representative is urged to stress
41 the Professional Development language in this article. Special notice must be given to how
42 professional development or the school employees fits into Indiana IC 20-19-2-11, School
43 Accountability Legislation. It is imperative these school employees not be left out of the
44 discussion and implementation of this law! One way to ensure this does not occur is for the
45 exclusive representative to appoint at least one of these school employees to serve on the
46 Strategic and Continuous School Improvement and Achievement Committee.
47

48 The proposed class size and caseload language offers a Board the opportunity to really make a
49 difference for its school employees and students with special needs. The challenges proposed
50 could best be met with these class sizes in place. The exclusive representative can effectively
51 argue a case for the proposed class sizes and caseloads by stressing the added revenue that

1 comes to Boards from both federal and state levels to fund programs for students with special
2 needs.

3
4 Finally, the Association strongly believes that school employees working with students with
5 special needs must be evaluated under the same conditions and provisions as other school
6 employees are evaluated. We must not allow the achievement of goals and/or objectives
7 contained in the students' IEP's to be used as a basis for the school employees' evaluation!
8
9

10 ARTICLE 19

11 **SALARY SCHEDULE STRUCTURE AND PLACEMENT**

- 12
13
14
- 15 A. The basic salaries of employees covered by this collective bargaining agreement are set forth in
16 Appendix A, which is attached to and incorporated in this collective bargaining agreement. Such
17 salary schedule shall remain in effect during the term of this collective bargaining agreement.
18 Employee's salaries as set forth in Appendix A are for on-hundred-eighty (180), seven and one-
19 half (7 ½)- hour days. Employees who are required to work an extended day, who are not
20 compensated pursuant to some other provision of this collective bargaining agreement, shall be
21 compensated for such additional time at their regular hourly rate. Examples of activities that must
22 be compensated under this provision are: faculty meetings that extend either before or after the
23 regular workday; or special education case conference committee meetings that are held at times
24 other than within the regular workday.
25
 - 26 B. The Board and Association agree to the establishment of a Professional Development Committee
27 comprised of five (5) employees appointed by the Association and four (4) administrators
28 appointed by the superintendent.
29
 - 30 C. The Professional Development Committee shall be responsible for the approval of Professional
31 Development Units (PDUs) for salary credit and for the development of in-service professional
32 growth workshops to be offered by the Board.
33
 - 34 D. New employees to the school corporation will be given credit for all public school teaching
35 experience attained prior to employment in this school corporation. No employee shall be paid in
36 excess of credit authorized by this schedule.
37
 - 38 E. New employees to the schools corporation will be given credit for all training as identified on the
39 salary schedule in this collective bargaining agreement. The credit will be determined by the
40 definitions offered in this article.
41
 - 42 F. Any disagreement over the placement of a new employee on the salary schedule shall be submitted
43 to the Professional Development Committee for review. If the Professional Development
44 Committee cannot agree on proper placement, the matter shall be submitted through the
45 Association to binding arbitration in accordance with Step 3 of the grievance procedure set forth in
46 this collective bargaining agreement. (See Article II, D)
47
 - 48 G. Placement on the salary schedule shall be in accordance with the following criteria:
49
 - 50 1. to qualify for the Bachelor's Degree column, employees must have a degree in education and
51 proper certification;

- 1
2 2. to qualify for the columns headed 9, 18, 27 and 36 Professional Development Units, employees
3 cannot count any more than two-thirds (six hours) of college credit for any one column;
4
5 3. to qualify for the columns headed 45, 54, 63, 72 and 81 Professional Development Units, an
6 employee can count no more than one-third (three hours) college credit toward any one
7 column; and
8
9 4. to qualify for the column headed Master's Degree/27 Professional Development Units,
10 employees must have a Master's Degree in the field of education.
11
12
13 H. Employees may move to a new placement on the salary schedule based upon additional training.
14 This new placement shall occur at the beginning of any semester. As an employee progresses to
15 one or more columns on the salary schedule at the beginning of the second (2nd) semester, the
16 employee's individual contract shall be amended to reflect the new placement on the salary
17 schedule.
18
19 I. Employees who receive extracurricular salary based upon their base salary will receive an
20 increased salary for the extracurricular assignment, if their base salary increases during the second
21 (2nd) semester. The extracurricular salary will be proportionately increased based upon the base
22 salary increase.
23
24 J. In-service workshops shall be developed so as to allow all employees an equal opportunity to earn
25 Professional Development Units.
26
27 K. Professional Development Units shall be awarded as follows:
28
29 **One PDU** = 1 college credit toward an MS. Degree or in the field of certification
30
31 = 6 Continuing Renewal Units (CRUs) as approved by the Indiana
32 Professional Standards Board
33
34 = 12 hours of participation in workshops approved by the Professional
35 Development Committee for PDU credit. This shall include Association sponsored workshops as
36 well as Board-sponsored workshops.
37
38 L. In-service workshops must offer an opportunity to enhance teaching skills and educational
39 knowledge to be eligible for approval for PDU credit.
40
41 M. Any general educational in-service workshop approved for PDU credits will be approved for all
42 employees. In-service workshops approved for specific subject matter areas will be approved for
43 all employees certified in that subject matter area or working toward certification in that area.
44
45 N. The Professional Development Committee shall meet no less than three (3) times each school year,
46 but shall meet between August 1, and August 15 and January 1, and January 15 of each year to
47 approve workshops for which PDU credits will be given during the next semester, and meet
48 between May 1, and May 15 to approve workshops for which PDU credit will be given during the
49 summer.
50

- 1 O. The Professional Development Committee will survey the employees each April to seek input on to
2 what in-service professional growth opportunities are desired for the coming year.
3
- 4 P. The salary schedule shall be structured on the basis of experience and training.
5
- 6 Q. Any employee who teaches at least one-hundred-twenty (120) days during any given school year
7 shall receive credit for one (1) full year of teaching experience and salary schedule placement.
8
- 9 R. Credit shall be given for each year of military service. A minimum of six (6) months of military
10 service is necessary to qualify for one (1) year of service.
11
- 12 S. All employees participating in Professional Development Units (PDU) programs shall receive
13 either release time from duty or shall be paid for the additional time at the hourly rate they earn
14 when teaching regular classes. Any additional expenses incurred, such as books, transportation,
15 supplies, or lodging, shall be fully reimbursed by the Board. PDU salary schedule credit
16 compensated according to the salary schedule index structure. (See Appendix A, Salary Schedule.
17
- 18 T. Any employee covered by this collective bargaining agreement, who is granted National Board
19 Certification by the National Board for Professional Teaching Standards, shall be properly placed
20 on the salary schedule based upon the employee's years of teaching experience and training. The
21 employee shall receive an additional ten percent (10%) stipend above the salary established by the
22 proper placement on the salary schedule for the employee. The additional ten percent (10%) shall
23 be added to the amount of the employee's compensation received based upon training and
24 experience. The employee shall receive this ten percent (10%) stipend each year the employee
25 continues to be granted National Board Certification, and shall be based upon the employee's
26 proper placement on the salary schedule in effect. In addition, the Board shall pay all fees and
27 other charges associated with the employee achieving National Board Certification.
28
- 29 U. The Board shall reimburse each employee for all tuition and/or workshop costs (including tuition,
30 fees, books, lab fees, etc.) for all classes/course work taken by the employee to maintain the
31 employee's certification and license. Reimbursement shall be made within thirty (30) days after
32 the employee submits proof of satisfactory completion of the course(s) and proper documentation
33 for the costs.
34
- 35 V. Adjustments to higher salary scales shall be presented to the Board two (2) times each year. Open
36 periods to record credit shall extend thirty (30) days beyond the beginning of either school
37 semester and pay adjustment shall be retroactive to the beginning of the same semester.
38
- 39 W. Employees accepting voluntary extra duty assignments, as set forth in Appendix B, Extra Pay for
40 Additional Services Schedule, which is attached to, and incorporated with, this collective
41 bargaining agreement, shall be compensated in accordance with the provisions of this collective
42 bargaining agreement without deviation. All extra duties are strictly voluntary on the part of the
43 employee.
44
- 45 X. Employees shall have the option of receiving their salary in either twenty (20) or twenty-six (26)
46 equal payments. (NOTE: Locals may wish to bargain a twenty-four (24) equal payment plan
47 based upon the rationale contained in that section of this booklet)
48
- 49 Y. Employees serving on any committee, task force, or subgroup shall be provided released time to
50 work during the regular school day or paid at their professional hourly rate, if required to work

1 beyond the regular school day or school year. The professional hourly rate shall be computed on
2 the basis of a six (6)- hour day.
3

4
5 RATIONALE
6 ARTICLE 19
7 **SALARY SCHEDULE STRUCTURE AND PLACEMENT**
8

9 Moonlighting has become essential for many of our employees. Utility bills, interest rates, the
10 cost of food, shelter, and medical expenses have driven employees to seek such part-time jobs
11 as baby sitting, mowing lawns, and waiting tables. Moreover, most, if not all, employees must
12 spend hundreds of dollars out of their own pockets to purchase necessary supplies and materials
13 for their classroom. In addition, with new state mandates our employees are required to give
14 ever more time to professional duties while most if not all of that time is uncompensated. We
15 agree with Ernest L. Boyer’s statement in his book, High School: A Report on Secondary
16 Education in America, “...unless a teacher salaries become more commensurate with those of
17 other professions, teacher status cannot be recruited.” Further, excellent teachers will continue
18 to leave teaching and we will perpetrate a system of ‘those who can, do, those who can’t,
19 teach.’ So, we need to retain our experienced employees while achieving a competitive status
20 in the coming employee crisis. This can only be achieved by significant pay increases for all
21 levels of employee training and experience.”
22

23 The public has come to realize that increased funding for schools, particularly employee
24 salaries, are necessary if we are to retain and maintain a sound instructional program in our
25 schools. This was shown to be true in that thirty-nine percent (39%) of a recent Gallop Poll
26 respondents said they would be willing to raise taxes to improve schools and increase employee
27 salaries, up from a low of thirty percent (30%) two (2) years ago.
28

29 Every major national report on education has recognized the issue of providing adequate
30 compensation for employees. The case for increased funding of employees’ salaries was best
31 stated by Ernest L. Boyer, when he recommended that as a national goal, “The average salary
32 for teachers should be increased by at least 25% beyond the rate of inflation over the next three
33 years, with immediate entry level increases.”
34

35 We need to be sure we have provided specifics in the collective bargaining agreement for both
36 initial placement as well as subsequent movement on the pay schedule for our members.
37 Specificity eliminates ambiguity and ensures our members receive fair and correct
38 compensation. If the Professional Development Committee cannot agree on the proper
39 placement of an employee on the salary schedule, language has been added to allow the
40 committee to submit the dispute through the Association to binding arbitration for a final
41 decision.
42

43 The Association believes that our salary proposal deals specifically with the needs of
44 employees and students. We agree that, “Excellence costs – but, in the long run, mediocrity
45 costs far more,” according to John Goodlad, A Study of Schooling.
46

47 Now that the National Board for Professional Teaching Standards is up and running and
48 certifying employees based upon its criteria, it is necessary for the exclusive representatives to
49 address the question of proper placement on the salary schedule for those employees who have
50 gained National Board Certification. National Board Certification is not based upon the exact
51 number of years one has taught nor is it based upon the exact college credit one has attained.

1 Certification is really based upon several criteria established by the National Board. It would
2 be inappropriate to develop any particular lane or column on a salary schedule that is
3 exclusively based upon experience and training for the placement of an individual who is
4 granted National Board Certification.

5
6 It is the recommendation of the ISTA Programs Department that an individual, who receives
7 National Board Certification, should be properly placed on the local salary schedule based upon
8 that individual's experience and training and then given an additional ten percent (10%) above
9 that step on the salary schedule in recognition of having received National Board Certification
10 and receive reimbursement for all fees and tuition involved with attaining the National Board
11 Certification.

12
13 In addition, it is important that employees receive professional pay for professional work
14 performed outside of the regular school day, or school year. Thus, any committee, task force or
15 subgroups work performed outside the school day or school year must be compensated in
16 accordance with professional salaries.

17
18 Because of problems caused by the twenty-six pay schedule which has caused many school
19 systems to "skip a week" every six to seven years some school districts are finding that the first
20 payroll of the year is moving into the middle of September. This creates a problem for new
21 teachers and many of them are working up to a month before they receive their first check. In
22 order to eliminate this problem many school districts are looking at twenty-four pays which
23 will eliminate this need to "skip a week" to fit the payroll into the budget year.

24 25 26 ARTICLE 20

27 28 SEVERANCE BENEFITS

29
30
31 **SPECIAL NOTE: This article is true severance benefits, not retirement benefits. Changing**
32 **it to a retirement benefit may subject it to the IRS Constructive Receipts rulings. ISTA**
33 **strongly recommends to its local affiliates that if this article is to be maintained, then it**
34 **should be as a true severance benefit. Further, with the passage of SEA 199 in the 2001**
35 **legislative session, this benefit must be forward funded in an actuarial sound manner. Any**
36 **increases in cost due to changes in the language OR as a result of automatic increases must be**
37 **set aside in Fund 63 by the Board. The changes brought about the SEA 199 greatly reduced**
38 **the desirability of maintaining this type of benefit.**

- 39
40
41 A. When an employee's service is severed, the employee shall receive the employee's daily rate of
42 pay for each unused accumulated leave day.
43
44 B. These payments shall be made in one lump sum payment on the employee's last work day.
45
46 C. Any employee whose service is severed may continue in the group insurance plans under the same
47 terms and conditions as that of current employees. Any amount owed by the employee shall be
48 paid directly by the employee to the Board.
49

1 D. Should any employee die prior to receiving full severance benefits, the remaining benefits shall be
2 paid to the employee's designated beneficiary or to the employee's estate, if no designated
3 beneficiary exists.
4

5
6 RATIONALE
7 ARTICLE 20
8 SEVERANCE BENEFITS
9

10 Due to recent actions of the Internal Revenue Service on what is called Constructive Receipts
11 rulings, the Association strongly recommends that proposed language of this article be
12 maintained as true severance benefits. What is meant by "Constructive Receipts"? For the
13 affected school employee, it means the tax liability on the locally-bargained retirement benefits
14 could begin, when the employee first becomes eligible for the benefits. For example, if the
15 local collective bargaining agreement states the school employee is eligible for the retirement
16 benefits at age fifty-five (55), but the school employee chooses to wait until age sixty-two (62)
17 to retire, the school employee would still be required to start paying taxes on the benefits at age
18 fifty-five (55)! By bargaining this proposed language, the Association believes school
19 employees can be protected from these tax liabilities. However, it should be pointed out that no
20 collective bargaining agreement language can or will allow eligible school employees to escape
21 taxes and the IRS. This language is designed to make sure school employees will not have to
22 pay taxes until they actually receive the retirement benefits.
23

24 Additionally, as indicated in the Special Note, with the enactment of SEA 199, if any changes
25 are made in retirement/severance benefits that increase, in any way, the cost of the benefit, the
26 Board must set aside that money on an actuarial basis. This change in the law effectively
27 prohibits (by virtue of its forward funding requirements) local affiliates from bargaining
28 benefits that promise a benefit at some future date. You should consult with your UniServ
29 Director whenever changes are contemplated.
30

31
32 ARTICLE 21
33
34 RETIREMENT SAVINGS PLAN
35

36 **SPECIAL NOTE: If the Board demands that contribution of money to the Retirement**
37 **Savings Plan must replace the severance and/or retirement plans that are currently in place**
38 **in the collective bargaining agreement, the bargaining team will need transition language**
39 **specifically written for the local affiliate's specific circumstances. This transition language**
40 **must be written individually, on a case-by-case basis. Contact the ISTA Financial Services**
41 **Corporation for such assistance. Be prepared to submit to the ISTA Financial Services**
42 **Corporation, the following information:**
43

44 1. current severance plan(s) and/or retirement collective bargaining
45 agreement provision(s); and
46

47 2. census data that includes names, birth dates, and years of creditable
48 experience.
49
50

1 A. The Board shall contribute to this Retirement Savings Plan, the following percentages of the
2 individual employee's regularly scheduled salary:

3	Contract Year	Board Contribution
4		
5		
6	1	1.0%
7		
8	2	1.5%
9		
10	3	2.0%
11		
12	4 and thereafter	2.5%
13		

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

19
20
21 C. Once contributions are made by the Board on behalf of the employee, all assets of the accounts
22 become the property of the employee, and in the event of death, the employee's designated
23 beneficiary, or estate, if no beneficiary exists.

24
25 D. Each employee shall be guaranteed the right, upon retirement, to purchase any or all of the
26 insurance benefits offered to active employees under Article 22 below. Retiring employees shall
27 pay the entire premium for any coverage that he/she elects provided however, that the cost for said
28 coverage shall not be more than the group premium for any active employees.

29
30 E. The Board agrees that these rights are vested and will not be reduced or eliminated at any time.
31

32
33 RATIONALE
34 ARTICLE 21
35 RETIREMENT SAVINGS PLAN
36

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

46
47 Particular attention must be given to the **SPECIAL NOTE** in this article, especially the
48 information presented on "transition language" from existing severance and/or retirement plans
49 to Retirement 401(a) Savings Plans. In these cases, there is NO "one-size fits all" approach.
50 Each existing plan must be reviewed and transition language written for such plan. Local

1 affiliates are urged to discuss this matter with their UniServ Directors and seek expert
2 assistance from the ISTA Financial Services Corporation.
3

4 A Voluntary Employee Beneficiary Association (VEBA) is formed under Section 501(c)9 of
5 the IRS Code as a mechanism to fund qualified benefits tax free. (See Article 21, A, and
6 Article 22, C) While its primary purpose is to fund medical benefits, it may be used for certain
7 other benefits as well. Qualified benefits include certain medical expenses (including group
8 insurance premiums) and, depending upon your local collective bargaining agreement, may
9 include group life insurance premiums. Just as is the case with a qualified retirement plan (e.g.,
10 a 401(a)), contributions are made to the VEBA on a before-tax basis. The essential purpose of
11 the VEBA is that funds may also be withdrawn without paying taxes on the benefit, as long as
12 the benefit is a qualified benefit, such a medical insurance premiums or other qualified medical
13 expenses. What benefits are available through the ISTA Welfare Benefits Trust?
14

15 NOTE: Special attention needs to be given to fees on VEBA plans. Initial contributions
16 should be large enough to offset fees on low contribution plans.
17

18 Depending on choices made by your Board, certain other benefits may also be available. Other
19 policies can be selected, provided they are approved by the Administrator. Such policies are then
20 eligible for premium reimbursement and can include the Board's group policies or other policies. This
21 is, of course, common in regard to Medicare supplement plans and long term care policies.
22

Pre-Retirement benefits include	Post-Retirement benefits include
<ul style="list-style-type: none">• Employer-provided group medical insurance• Major medical and hospitalization• Dental• Vision• Prescription Drugs• Health Reimbursement Arrangement• All of the above coverage's from alternative providers• Long-Term Care Insurance• Out-of-pocket medical expenses	<ul style="list-style-type: none">• Employer-provided group medical insurance• Major medical and hospitalization• Dental• Vision• Prescription drugs• Health Reimbursement Arrangement• All of the above coverage's from alternative providers• Medicare Part B• Medicare Supplement Insurance• Long-Term Care Insurance• Out-of-pocket medical expenses

23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

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

1
2 3) Maximum out-of-pocket co-payment - \$500 per individual per year.
3

4 Dependents will be covered by this plan to age twenty-four (24) (if disabled while living in the
5 home of the insured so long as the disability exists). All employees aged sixty-five (65) and
6 over may participate in the above plan on the same basis as all other employees.
7

8 The medical plan shall provide coverage to all employees and their dependents for any injury
9 or illness that may arise including from any activity for wage or profit. This would include, but
10 is not limited to, any activity for wage or profit apart from primary employment. The medical
11 carrier shall have the right to pursue coordination of benefits and subrogation with any third
12 party liability that may be present.
13

14 The medical plan shall have no actively-at-work provision requirement.
15

16 The medical plan shall offer an annual routine care benefit paid at one-hundred-percent (100%)
17 of usual and customary and not subject to the annual contract deductible. The benefit shall
18 include: eight (8) outpatient well baby exams up to age twenty-four (24) months;
19 immunizations for eligible dependents up to age twenty-four (24) months; one (1) routine
20 physical exam per year, including diagnostics, for each insured and eligible dependent; one (1)
21 routine pap smear per calendar year; one (1) prostate specific antigen test per calendar year for
22 male insureds age forty (40) and over; one (1) routine baseline mammogram per calendar year
23 for female insureds ages thirty-five (35) to thirty-nine (39); and one (1) routine mammogram
24 per calendar year for female insureds age forty (40) and over.
25

26 **B. Dental Insurance** 27

28 Each employee and the employee's immediate family members shall be covered by a dental
29 plan through the ISTA-FSP paid for by the Board that shall pay reasonable and customary of all
30 standard treatment procedures on the basis of usual, customary, and reasonable fees (not a fee
31 schedule). All non-orthodontia services will be established at a minimum of two thousand
32 dollars (\$2000) per insured per year. Orthodontia services will be established at a minimum of
33 one thousand dollars (\$1000) lifetime maximum per insured.
34

35 **C. Long-Term Disability Insurance** 36

37 Each employee shall be covered by a long-term disability insurance program through the ISTA-
38 FSP paid for by the Board that provides for a minimum benefit of sixty-six and two-thirds (66
39 2/3s) of salary to age sixty-five (65) for the first five (5) full continuing years of disability and
40 ninety percent (90%) of salary thereafter to age sixty-five (65). The plan shall carry a
41 Consumer Price Index – W yearly escalator for those on disability receiving benefits for 12
42 consecutive months and shall not coordinate with employee retirement disability. The plan
43 shall contain a pre-existing condition limitation for an injury or sickness occurring 3 months
44 before the plan's effective date for 12 consecutive months. The plan shall also contain a Social
45 Security Freeze, a successive disability benefit, a recurrent disability clause, and a partial
46 disability provision. The plan shall contain a five-year "Own Occupation": - definition of
47 "total disability" meaning that during the first five (5) years, the employee is unable to perform
48 the substantial duties of the employee's regular occupation. The five (5) year requirement
49 begins from the date the waiting period is satisfied.
50
51

1 **D. Life Insurance**
2

3 Each employee shall be covered by a group term life insurance program through the ISTA-FSP
4 paid for by the Board that provides a minimum death benefit of two and one-half times (2 ½)
5 the individual employee's annual salary, double for accidental death or dismemberment.
6

7 The life benefit shall include a waiver of premium provision. An insured person will be
8 covered under the waiver of premium provision for total disability, which begins prior to age
9 sixty (60) and lasts for at least six (6) months or until the date of death, if sooner. The amount
10 of life insurance being continued will reduce or end at the same percentages and ages specified
11 in the schedule of benefits. When insurance under the waiver of premium ends, the insured
12 person may buy a conversion policy.
13

14 The life benefit shall provide an accelerated living benefit. The benefit shall provide coverage
15 to an insured person that is diagnosed with a terminal condition, which will result in death in
16 six (6) months or less from the date of the physician's statement or certification. The benefit
17 shall provide up to eighty percent (80%) of the insured person's life insurance.
18

19 If the insured is no longer a group member, the insured person may buy a conversion policy to
20 replace the amount of life insurance which ended under the contract.
21

22 The life benefit shall provide a paid-up life provision.
23

24 **E. Vision Coverage**
25

26 Each employee and the employee's immediate family shall be covered by a vision care
27 program through the ISTA-FSP paid for by the Board that provides for eye examinations,
28 lenses and frames every year. The vision care benefit plan will include one (1) comprehensive
29 vision examination every twelve (12) months, new lenses every twelve (12) months, and a wide
30 selection of quality frames every twenty-four (24) months. Employees and their dependents
31 will be entitled to receive a prepaid or paid in full coverage from a participating network of
32 providers. The network of providers must be extensive enough to conveniently serve recipients
33 regardless of their geographic location. The recipients who select a participating provider will
34 be entitled to full coverage for a comprehensive examination and quality glasses. Recipients
35 must have the ability to freely select any provider to receive vision care services.
36 Consequently, those who seek a nonparticipating provider will be reimbursed according to a set
37 schedule. of allowances to be determined. Coverage for necessary contact lenses and a
38 cosmetic contact lens allowance should be available both from participating and
39 nonparticipating providers.
40

41 **F. Section 125**
42

43 The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made
44 available to any employee so requesting. An amount not to exceed fifty percent (50%) of
45 salary may be set aside by the employee for the selection of benefits, under Section 125 of the
46 Internal Revenue Code, which are non-taxable benefits of major medical, long-term disability,
47 short-term disability, Section 79 life, non-reimbursed medical, and dependent care. This plan
48 shall be administered through the ISTA Insurance Trust. All administration fees shall be paid
49 by the Board. (See Appendix I, Plan Document, Section 125 Flexibility Benefit Plan)
50
51

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, preserv, 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

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

***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.

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

Pre-Natal Benefits:

Full coverage during second and third trimester for cleanings, 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

1 fringe benefit, when an employee receives benefits under this program, income is taxable to the extent
2 provided by the employer.

3
4 Three plans are available from the ISTA Insurance Trust: Plan I, Plan II and Plan III. Listed below are
5 the specific plan features:

6
7 PLAN I – Pays 66 2/3% of the insured’s base compensation for the first five (5) years and 90% of the
8 insured’s base compensation the sixth year and thereafter, exclusive of overtime, bonus and other such
9 compensation. Mental illness and functional nervous disorder benefits will be treated as any other
10 illness.

11
12 PLAN II – Pays 66 2/3% of the insured’s base compensation for the first five (5) years and 90% of the
13 insured’s base compensation the sixth (6th) year and thereafter, exclusive of overtime, bonus and other
14 such compensation. Mental illness and functional nervous disorder benefits will pay the lesser of the
15 following: two (2) years; for ages 69-74, one (1) year or to age 75, whichever comes first; or for ages
16 75 and over, six months.

17
18 PLAN III – Pays 66 2/3% of the insured’s monthly compensation up to a maximum monthly
19 compensation., Mental illness and functional nervous disorder will pay the lessor of the following:
20 two (2) years; for ages 69-74, one (1) year or to age 75, whichever comes first; or for ages 75 and over,
21 six (6) months.

22
23 Each of these plans have the following features in common:

24
25 -Five Year “Own Occupation” – ISTA Insurance Trust’s definition of “total disability” means that
26 during the first 5 years, the employee is unable to perform the substantial duties of his/her regular
27 occupation. The 5-year requirement begins from the date the waiting period is satisfied.

28
29 -Successive Disability – When an employee returns to work after a disability, any additional days lost
30 due to the same or related causes will be compensated without another waiting period, unless a three-
31 month period has elapsed since the employee’s return to work.

32
33 -Termination of Insurance – Termination of the LTD plan will not affect any claim established prior to
34 the date of termination. This means that an employee who is in the process of satisfying the waiting
35 period will continue to be covered.

36
37 -Offsets – LTD benefits will be reduced by benefits the member is eligible to receive from any
38 employer’s annuity or pension plan, remuneration plan or other income protection plan; and, any
39 disability benefits payable under Social Security or Worker’s Compensation – except for Indiana State
40 Teachers Retirement Fund Disability Benefits.

41
42 -Maximum Benefit Period – Accident and sickness benefits are payable during continuous disability to
43 age 65 for disabilities that commence prior to age 60. However, if an employee becomes disabled at
44 age 60 or thereafter, benefits are payable for ages 60-68 for five (5) years or to age (70), whichever
45 comes first; for ages 69-74 for one (1) year or to age 75, whichever comes first; and for age 75 and
46 over for six (6) months.

47
48 -Cost of Living Allowance (COLA) – The benefit payable will be adjusted (while the insured will be
49 eligible for a Cost of Living Adjustment (COLA) –if he/she has received benefits consecutively for the
50 past 12 months) on April 1 of any year. Additional COLAs will be made each April 1 if the insured

1 continues to be disabled and has received benefits consecutively for the past 12 months. The ISTA
2 COLA does not cap your COLA benefit.

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

9
10 Elimination Periods Available – 60 days, 90 days, and 180 days.

11
12 Plan Riders Available:

13
14 -Survivor Benefit – If an insured: 1) dies while receiving monthly disability benefits; and 2) has been
15 totally disabled for at least 180 consecutive days, the company will pay a Survivor Benefit to the
16 insured’s beneficiary or estate. The Survivor Benefit will be paid in a lump sum and will be equal to
17 three times the monthly disability benefit being paid to the insured at the time of death.

18
19 -Rehabilitation Benefit – If an insured engages in rehabilitative work following a period of total
20 disability, monthly disability benefits will continue for up to 12 months, provided: 1) such
21 rehabilitative work is approved by the company; and b) the disabling condition must be one for which
22 the insured is eligible for benefits. The total income for which the insured receives from wage, salary
23 and disability benefits during this period of rehabilitative work shall not exceed eighty percent (80%)
24 of the insured’s annual compensation at the time of his initial disability.

25
26 **D. Life Insurance**

27
28 Bargain as much life insurance and supplemental life insurance as your bargaining unit members
29 desire. Keep in mind that in the event that employer-provided life insurance exceeds \$50,000.00, the
30 contribution, on any amount in excess of \$50,000.00, is taxable as income. This taxable income
31 amount should not be considered a reason to not exceed the \$50,000 level. The taxes paid would be a
32 small price for the coverage received.

33
34 **E. Vision Insurance**

35
36 With six percent (6%) of all Americans wearing either eyeglasses or contact lenses, bargaining vision
37 insurance coverage is a MUST. Look to the ISTA Financial Services Program for excellent coverage.
38 To receive a proposal or receive more information, contact your UniServ Director or contact the ISTA
39 Financial Services Program at 150 West Market Street, Suite 830, Indianapolis, IN 46204; # 1-800-
40 466-1175.

41
42 The ISTA Financial Services Program provides vision coverage as part of the PRIDE plan of benefits
43 or as a stand alone benefit. The PRIDE Plan benefits listed below should be considered a minimum
44 level of coverage.

- 45
46 • **WellVision Exam®** focuses on your eye health and overall wellness
47 \$5.00 copay.....every 12 months
48
49 • **Prescription Glasses**
50 \$10.00 copay
51 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 copy.....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.

1 **H. Tax-Sheltered Annuity**

2
3 The proposed language allows the Association the opportunity to have Association-sponsored or –
4 endorsed products. Employees may then choose to participate in the programs.
5

6 **I. Voluntary Insurance Programs**

7
8 The proposed language allows the Association the opportunity to have Association-sponsored or –
9 endorsed insurance products offered to employees through payroll deduction.
10

11 **J. Continuation of Benefits**

12
13 This language specifies that employees who are on approved leaves of absence do continue to receive
14 all the benefits of the collective bargaining agreement, including board contributions toward benefits.
15

16 **K. Health Care Reopeners**

17
18 This language calls for bargaining to be reopened if there is any state or federal legislation enacted
19 during the term of the collective bargaining agreement that mandates a change in benefits available to
20 employees or to the Board.
21

22 **L. Group Long-Term Health Care**

23
24 With life expectancy increasing, long-term health care insurance is growing in popularity. This new
25 group plan product is being offered by the ISTA Financial Services Program at very reasonable rates.
26
27

28 **ARTICLE 23**

29 **LEAVES**

30 **A. Personal Business Leave**

31
32
33
34 Five (5) personal leave days shall be granted during the contract year without loss of
35 compensation for such absence. No reason must be given other than personal business.
36 Employees shall be given an accounting of their unused personal leave days on each paycheck
37 stub. Those personal leave days not used during the school year shall be added to the
38 accumulated sick leave days on July 1, after the close of school. (See Appendix H, Personal
39 Leave Form)
40

41 **B. Bereavement Leave**

42
43 In case of death(s) within the immediate family, the employee shall be provided with a leave of
44 up to seven (7) school days and shall receive full compensation for such leave. Immediate
45 family shall be defined as spouse, children, sister, brother, mother, father, mother-in-law,
46 father-in-law, grandparents, grandchildren, or any other person living in the same household,
47 no matter what the degree of relationship. If more than one (1) death in the immediate family
48 shall occur, up to seven (7) full school days shall be granted for each death. A bereavement
49 leave of one (1) days shall be granted for funerals in case of death(s) of other family members
50 or that of close friend(s) without loss of compensation.
51

1 **C. Professional Leave**
2

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

- 5
- 6 1. attending and/or participating in professional meetings relating to National Standards
7 Board Certification, educational workshops, seminars, or conferences sponsored by industry,
8 the Association, subject matter groups, colleges, universities, or governmental agencies
9 concerned with public school matters;
 - 10 2. visitation to other school corporations or educational institutions for the purpose of
11 observing instructional techniques or other instructional-oriented programs; and
 - 12 3. the Board agrees to budget \$_____ to pay expenses incurred by the above-
13 mentioned professional leave. Employees shall be expected to give notification on the proper
14 form, as set forth in Appendix G, Professional Leave Form. This form is available from the
15 building principal, the personnel office, or the Association.
16
17
18

19 **D. Legal Leave**
20

21 An employee called for jury duty or to appear before any judicial or administrative tribunal, or
22 in an arbitration, bargaining, mediation or fact-finding proceeding shall receive full
23 compensation.
24

25 **E. Crisis Leave**
26

27 Up to three (3) employees in any building, and up to seven (7) employees in the school
28 corporation designated by the Association, shall be granted leave without loss of compensation
29 to assist in crisis intervention.
30

- 31 1. The need for crisis intervention shall be determined by the Association president and
32 superintendent of schools. A crisis shall be defined as a set of circumstances that may have an
33 adverse effect on the health and safety of students and employees. The role of the crisis
34 intervention team shall be to assist the Board in the development of preventative measures.
35
- 36 2. Up to three (3) employees, trained and designated by the Association may be loaned to
37 other school corporations in the state facing a crisis that would benefit from their assistance.
38 The decision to provide assistance shall be that of the designated employee(s) and shall be by
39 request from the Board facing the crisis or from the Association affiliate.
40

41 **F. Association Officer Leave**
42

43 Upon request, an employee shall be granted a leave for up to one (1) year, or any part thereof,
44 without loss of compensation or benefits, to serve as president of the Association. This leave
45 shall be renewable on an annual basis with timely notification by the Association. Upon
46 returning from such leave, the employee shall be placed at the same position on the salary
47 schedule as the employee would have been had the employee worked in the corporation during
48 the period of the leave. The employee shall also receive all rights and benefits that generally
49 accrue to any employee.
50

51 **G. Association Leave Days**

1
2 The Association shall be granted a total of forty (40) days annually without loss of
3 compensation or benefits for use by the Association president, or the president's designee(s), to
4 perform work of the Association, including attending the Indiana General Assembly to lobby
5 on matters of educational concern.
6

7 **H. Sick Leave**
8

9 At the beginning of each school year, or upon employment, each employee shall be credited
10 with fifteen (15) sick leave days. Unused sick leave days shall accumulate without limit and
11 are available for use on the same basis as sick leave. In the event a new employee shall have
12 accumulated one (1) or more sick leave days in another school corporation, then all such
13 accumulated days shall be credited to the employee in this corporation upon the employee's
14 signing the employee's first (1st) contract. Days used for sick leave during summer or evening
15 school shall be deducted at the rate of one-half (1/2) day for each day of absence. Employees
16 shall be given an accounting of their accumulated sick leave on each paycheck stub.
17

18 **I. Sick Leave Bank**
19

20 A sick leave bank shall be established and administered as follows:
21

- 22 1. Each qualified employee shall contribute annually one (1) of the employee's sick days
23 to the Sick Leave Bank. The Board shall report on the appropriate record or records of the
24 employee the deduction of one (1) sick leave day contributed to the Sick Leave Bank.
25
- 26 2. Days that are thus placed in the Sick Leave Bank shall, if unused, accumulate from
27 school year to school year.
28
- 29 3. The Association shall have the full right and responsibility to promulgate the rules and
30 regulations governing use of such Sick Leave Bank days and to administer such bank, except as
31 restricted by this collective bargaining agreement, or by applicable law.
32
- 33 4. Rules and regulations governing use of such Sick Leave Bank days, which rules and
34 regulations shall be promulgated by the Association, shall be in writing. The Association shall
35 provide a copy of such rules and regulations to any qualified individual upon reasonable
36 request, and shall provide a copy (including any updated editions) of such rules and regulations
37 to the Board within a reasonable time after their promulgation (or in the case of a new edition,
38 their compilation), and shall advise the Board in writing of any changes in such rules or
39 regulations within a reasonable time following such changes.
40
- 41 5. The term "qualified employee" shall include all employees of the bargaining unit. Any
42 rules and regulations governing bank usage shall not distinguish between Association members
43 and Association non-members, but shall apply without discrimination to all such categories.
44
- 45 6. In order to provide a legal justification for payment through the Sick Leave Bank of
46 Board funds to any employee, the Association shall, with regard to any employee who is
47 determined eligible to receive sick bank benefits, certify to the Board as to the date any such
48 benefits are to cease. In any event, however, benefits as to any and all employees shall cease
49 should the available days in the Sick Leave Bank become exhausted.
50

1 7. The Board shall provide monthly statements of the status of the Sick Leave Bank to the
2 Association, including number of bank days used during the preceding month, and by whom, as
3 well as indicating the balance of days remaining in the Sick Leave Bank account according to
4 Board records.
5

6 **K. Personal Injury Leave**
7

8 Absence due to injury incurred in the course of the employee's employment shall not be
9 charged against the employee's sick leave days. The Board shall pay to such employee his or
10 her full salary or the difference between the employee's salary and benefits received under the
11 Indiana Worker's Compensation Act for the duration of such absence.
12

13 **L. Extended Sick Leave**
14

15 An employee who has used all accumulated sick leave because of an extended or chronic
16 illness not covered by the Worker's Compensation Act shall receive, for a period not to exceed
17 thirty (30) consecutive days, or the end of the contract, whichever comes first, the difference
18 between the employee's salary and the salary paid to a substitute employee.
19

20 **M. Family Illness Leave**
21

22 All employees of the Board shall be allowed leave, without loss of compensation, not
23 accumulative and not deducted from sick leave, in case of illness, surgery, or accident
24 involving a member of the immediate family. The term "immediate family" shall be defined as
25 spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers,
26 sisters, or others living in the home with the employees. This extended sick leave shall be in
27 addition to any leave days or benefits granted under the Family Medical Leave Act.
28

29 **N. Study Leave**
30

31 A study leave of up to one (1) year without compensation shall be granted to any employee,
32 upon proper application, for the purposes of engaging in study at an accredited college or
33 university. Application shall be filed with the Board by March 1 for leave beginning the
34 following September. For leave beginning the second (2nd) semester, applications shall be filed
35 by November 1. Applicants requesting a study leave commencing in September shall be
36 notified by March 15 as to the status of their applications. Applicants requesting leave
37 commencing the second (2nd) semester shall be notified by November 15 as to the status of
38 their applications. Applicants for study leave shall include with their application forms an
39 outlined plan for the period of study leave.
40

41 **O. Military Leave**
42

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

1 of absence. The employee shall receive the employee's regular salary minus that which the
2 employee shall receive from the government for school days spent in military service.
3

4 **P. Maternity Leave**
5

6 An employee who is pregnant shall be entitled, upon request, to a leave of absence to begin at
7 any time between the commencement of her pregnancy and one (1) year following the birth of
8 the child.
9

10 1. The employee shall notify the Board, in writing, of her desire to take such leave, the
11 expected duration of the leave, and, if possible, shall give such notice at least thirty (30) days
12 prior to the date on which her leave is to begin. With the notice, the employee shall include a
13 physician's statement certifying her pregnancy, or include a copy of the birth certificate of her
14 child, whichever is applicable. An employee who is pregnant may continue in active
15 employment as late into her pregnancy as she desires provided she is able to properly perform
16 her required functions. All or any portion of a leave taken by an employee because of a
17 medical disability connected with, or resulting from her pregnancy may, at the employee's
18 option, be charged to her available sick leave.
19

20 2. Upon return to work, the employee shall be assigned to the same position that she held
21 at the time the leave commenced, or if that position no longer exists, to a substantially
22 equivalent position.
23

24 **Q. Child Care Leaves**
25

26 1. Short-term Child Care Leave – An employee shall be granted up to five (5) days paid
27 leave upon the birth of the employee's child. This leave shall commence with the birth of the
28 child. In cases of adoption, assignment of custody of a child or foster child, this leave shall
29 commence when the child is physically turned over to the employee. It is understood that this
30 leave is in addition to any other leave days the employee may have available elsewhere in
31 this collective bargaining agreement.
32

33 2. Long-term Child Care Leave – An employee, who has legal custody of a child residing
34 in the employee's household, shall be granted an unpaid leave up to a period of one (1) school
35 year. Whenever possible, the employee shall give the Board at least thirty (30) days notice of
36 his/her intent to take this leave.
37

38 **R. Religious Holiday Leave**
39

40 The Board agrees that each employee shall be granted one (1) leave day with pay per year,
41 without loss of compensation, to observe an established religious holiday which occurs on a
42 regularly scheduled school day where employee attendance is required.
43

44 **S. Public Office Leave**
45

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

1
2 **T. Return from Leave**
3

4 Upon return from any leave, an employee shall be assigned to the same position(s) the
5 employee had prior to the beginning of the leave. The employee returning from leave shall
6 have all rights and benefits restored.
7

8 **U. Sabbatical Leave**
9

10 1. The sabbatical leave policy is designed to provide an opportunity for those employees
11 who have been employed for five (5) or more years in the school corporation to engage in a
12 professionally related experience having a major focus on self-improvement.
13

14 2. Applications shall be filed with the Board by March 1 for leave beginning the following
15 September. For leave beginning the second (2nd) semester, applications shall be filed by
16 November 1. Applicants requesting sabbatical leave commencing in September shall be
17 notified by March 15 as to the status of their application. Applicants requesting leave
18 commencing the second (2nd) semester shall be notified by November 15 as to the status of
19 their application. Applicants for sabbatical leave shall include with their application forms an
20 outlined plan for the period requested for sabbatical leave.
21

22 3. A sabbatical leave of absence approved for one (1) semester shall carry an allowance of
23 full contractual salary subject to such deductions as are required by law, Board regulation, or
24 employee election. A sabbatical leave of absence approved for the academic year shall carry an
25 allowance of full annual contractual salary subject to such deductions as are required by law,
26 Board regulation, or employee election. An employee granted such leave shall advance on the
27 salary schedule as if the employee had been working in the school corporation.
28

29 4. An employee on sabbatical leave shall be considered to be an employee of the
30 _____ School Corporation and shall be used a Regular Teacher's Contract. Full
31 insurance benefits as set forth in this collective bargaining agreement shall be provided
32 employees on sabbatical leave. Employees on sabbatical leave shall be entitled to participate in
33 any and all benefits that may be provided other contracted employees by the Board.
34

35 5. An employee returning from sabbatical leave shall be restored to the employee's former
36 teaching position. Vacancies created by sabbatical leave shall be filled on a temporary basis.
37

38 6. A committee composed of seven (7) employees shall review all applications for
39 sabbatical leave. Four (4) of these seven (7) employees shall be school employees appointed
40 by the Association, and three (3) shall be administrators appointed by the superintendent.
41 When considering applications for Sabbatical Leave, the committee shall consider the
42 following criteria:
43

- 44 a. applicant's length of service in the school corporation; and
45
46 b. merit of the applicant's proposed program.
47

48 **V. Family Medical Leave Act**
49

50 The benefits provided in the Family and Medical Leave Act (FMLA) shall, at the employee's
51 discretion, be in addition to those listed in this collective bargaining agreement and shall apply

1 to all employees. All employees on leave shall receive all insurance benefits. Intermittent or
2 reduced schedule leaves shall be available to employees for all the types of leave mentioned in
3 the FMLA. The leaves provided by the FMLA shall be available to employees for all members
4 of the immediate family by blood, marriage or adoption (spouse, child, parent, brother, sister,
5 grandchild, grandparent, or others living in the employee's household). The employee shall
6 continue to accrue seniority for any time spent on an approved leave. The year for purposes of
7 the FMLA shall be a calendar year.
8
9

10 RATIONALE
11 ARTICLE 23
12 LEAVES
13

- 14 1. Most of the leaves advocated by the Association have federal and/or legislative and local Board
15 support. Laws have been enacted and collective bargaining agreements have been bargained
16 incorporating these leaves. Legal questions and the legal basis for the various leaves common
17 in employee collective bargaining agreements are found in the ISTA publication, Educator's
18 Rights Under the Law. This reference answers most common employee questions, cites
19 appropriate supporting federal and Indiana statutes, and provides Attorney General opinions in
20 a number of areas. Scores of fact-finding and unfair practice decisions concerned with leaves
21 have been rendered. Reference should be made to the IIERB Annual Reports, Cumulative
22 Indices.
23
- 24 2. Provisions for various disability, personal injury, and various illness leaves not only promote
25 employee morale, but, also, ensure that valuable and experienced employees are not lost to the
26 education community.
27
- 28 3. Provisions for liberal personal leave recognize that employees have family and other personal
29 obligations that cannot be taken care of at times other than school time.
30
- 31 4. Inherent in the responsibilities of the education community is a duty to foster and support our
32 democratic society. Not to grant appropriate legal, military, and/or civic leaves to employees
33 serving society in public office would be a repudiation of the concepts our schools teach.
34
- 35 5. Professional growth and sabbatical leave makes the employee a more valuable employee.
36 Travel, formal education, and work experience provides a better background for
37 communication with students.
38
- 39 6. Extended unpaid leaves provide employees a time for reassessment of work and career goals
40 and for an opportunity for renewal of purpose and energy. A new work experience and the
41 break will make an employee who decides to return to the classroom more valuable. An
42 employee who does not return may have been suffering burnout making him/her a less valuable
43 employee.
44
- 45 7. Association leave provides the employee with valuable work and travel experience and offers
46 the employee growth opportunity in communication and interpersonal skills. The students of
47 the returning employee benefit and the corporation benefits. Association and crisis leave are
48 also ways to improve labor relations between the Board and the Association.
49
50
51

1 **Sick Leave Bank**
2

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

10
11 Some local Associations are looking for sick leave bank guidelines that they might consider for their
12 own sick leave bank. The following guidelines are from just one local Association, and are only
13 provided as a sample. They should not be included in an actual collective bargaining agreement.
14

15
16 **Sick Leave Bank Guidelines**
17

18 Purpose: The purpose of the sick leave bank is to relieve employees from undue financial burdens
19 caused by illness, injury or incapacitation sufficiently severe that it would make their presence in
20 school inadvisable.
21

- 22 1. The sick leave bank committee may grant, deny, or suspend grants of sick days from the bank.
23 Any judgments or decisions will be final, but an applicant shall have the right to request a
24 reconsideration by the committee. Any grants, by necessity, will be retroactive, except in
25 instances of hospitalization, confinement in a nursing home or similar institution, in which
26 cases the committee may grant days in advance when application is supported by appropriate
27 medical evidence. Furthermore, each applicant automatically consents to submit a physician's
28 statement concerning illness, injury or incapacitation if it is deemed necessary by the sick leave
29 bank committee.
30
- 31 2. Sick leave bank benefits shall not be approved for periods of time for which an employee
32 would not otherwise be under employment as an employee by the corporation.
33
- 34 3. An employee who is employed in summer school shall be entitled to sick leave benefits only to
35 the extent of the terms of that employee's supplemental contract, but in no case exceeding the
36 provisions of paragraph two (2). Any days drawn will be charged as a full day from the sick
37 leave bank.
38
- 39 4. The sick leave bank committee will consist of five (5) members. The employees on the sick
40 leave bank committee will be appointed by the president of the Association under its rules.
41
- 42 5. The committee will hold nine (9) regularly scheduled meetings during the school year. Special
43 meetings may be called by the chairperson or on the request of any three (3) committee
44 members. A majority of members will be required for any official action of the committee.
45
- 46 6. It shall be the responsibility of the committee to establish a sick leave bank accounting system
47 as well as all forms necessary for the transaction of the committee's business.
48
- 49 7. The administration of the sick leave bank shall be under strict standards of non-discrimination
50 regardless of age, color, creed, sex, or status with regard to the Association.
51

- 1 8. Additions, deletions, and/or amendments to these guidelines may be made by a majority vote of
2 the committee and must be approved by the Association's board of directors, or may be made
3 by the Association's board of directors and shall be effectuated no sooner than five (5) working
4 days after notification of such additions, deletions, and/or amendments to all interested parties.
5 All additions, deletions and/or amendments must be approved by the Association's board of
6 directors.
7

8
9 **ARTICLE 24**

10 **CHILD-CARE FACILITIES**

- 11
12
13 A. The Board agrees that child-care facilities will be provided for employees of the Board who
14 have pre-school age children.
15
16 B. The facilities shall be staffed by licensed day care personnel.
17
18 C. The facilities shall be in operation from thirty (30) minutes prior to the earliest time an
19 employee is required to report to work during the day and shall remain open until thirty (30)
20 minutes after the latest possible time an employee may be required to be at the employee's site
21 at the conclusion of the day.
22
23 D. The child-care service shall be provided at no charge to the school employee.
24
25

26 **RATIONALE**

27 **ARTICLE 24**

28 **CHILD-CARE FACILITIES**

29
30 Board-provided child care is a growing phenomenon as more families are forced to have both parents
31 working. Not only does the Board provide a benefit that eases the financial burden on the employee,
32 but it also gives the working parents peace of mind. They know that their children are well cared for in
33 an educational environment.
34

35
36 **ARTICLE 25**

37 **SUBSTANCE ABUSE TESTING**

- 38
39
40
41 A. There shall be no mass or random testing of employees for substance abuse. Employees may
42 be required to submit to a substance abuse test only after there is documented proof that an
43 employee exhibits symptoms of job-related impairment.
44
45 B. The test is to determine the use of any alcoholic beverage, narcotic drug, hallucinogenic drug,
46 amphetamine, barbiturate, marijuana and/or anabolic steroid. However, it is not a violation to
47 test positive for any of the above substances, if prescribed by a licensed physician.
48
49 C. It is a violation of school Board policy if any of the substances listed in Section B are used
50 when not prescribed by a licensed physician, or sold or dispensed by an employee at any school
51 corporation location.

- 1
2 D. All substance abuse tests ordered by the Board must be administered by a laboratory certified
3 by the state and/or federal government health authorities as a medical laboratory. All reports
4 must be reviewed by a toxicologist or a physician and confirmed before being released to the
5 school employer. Substance abuse tests are to be fully paid by the Board.
6
7 E. All reports and all rehabilitation efforts are confidential. The reports are to be made known
8 only to the Board and the employee and the employee's representative.
9
10 F. Any employee, who is found to test positive in violation of the alcohol and drug policy, shall,
11 upon request, be given the opportunity to have a second (2nd) test administered by a physician
12 and/or at a medical facility of the employee's choice with the Board paying for the cost of such
13 test. The second (2nd) test shall be administered within seventy-two (72) hours of the first (1st)
14 positive test.
15
16 G. Any employee, who tests positive on both tests, shall be given the opportunity to rebut the
17 results of the test and use a physician's testimony in support of the rebuttal.
18
19 H. Any employee, who tests positive on both tests, or who voluntarily requests assistance from a
20 counselor or licensed institution, shall be given leave without pay for rehabilitation. The cost
21 of the counseling or cost of assistance at the institution shall be paid by the Board. The leave
22 shall not extend to more than one (1) year. Any employee, who has been on leave for
23 rehabilitation, may return to work following a doctor's certification.
24
25 I. The Board will recognize any first (1st) time violation of the substance abuse policy as an
26 occurrence that should be handled as any other disability would be handled. No employee shall
27 be disciplined or dismissed as a result of a first (1st) time occurrence.
28
29 J. Any employee, who violates the terms of the Board's substance abuse policy on a second (2nd)
30 occurrence, may be disciplined under the terms of progressive discipline which would include
31 time off without pay prior to termination. The employee who tests positive on a second (2nd)
32 occasion will be required to undergo rehabilitation at a licensed institution. The costs of
33 rehabilitation at a licensed institution shall be paid by the Board. Any employee, who has been
34 on leave for rehabilitation, may return to work following a doctor's certification.
35
36 K. A third (3rd) violation of the Board's substance policy could lead to termination of employment.
37 Any employee terminated, as a result of the third (3rd) violation, would be given the full rights
38 of due process under the statutes of Indiana and under the due process provisions of the
39 collective bargaining agreement.
40
41

42 RATIONALE
43 ARTICLE 25
44 **SUBSTANCE ABUSE TESTING**
45

46 The Board, the employees, and the Association have a joint interest in workplace safety and in job
47 performance. The Board recognizes that substance abuses are treatable illnesses, and that the proper
48 response to these illnesses is education, treatment and rehabilitation, not punishment.
49

1 The Board recognizes that since all employees have a right to their privacy, adverse action against an
2 employee for off-duty conduct should only be taken if it can be demonstrated that the employee's off-
3 duty conduct is specifically and directly impairing the employee's on-the-job performance.
4

5 Random substance abuse tests are strictly prohibited. In keeping with the purposes and policies of the
6 program, drug tests are to be administered only where there is a specific, objective reason to believe
7 that the employee who is to be tested is jeopardizing workplace safety or is not performing his or her
8 job because of on-the-job intoxication or impairment.
9

10 No test is performed until the "cause" to believe that the employee is impaired is properly documented
11 – preferably in writing by at least two management officials – and until the employee has had the
12 opportunity to advise his/her Association representative.
13

14 Sample collection is to be accomplished in a manner compatible with employee dignity. It is
15 technically feasible to verify that a sample has not been tampered with without subjecting the tested
16 employee to a degrading experience.
17

18 19 ARTICLE 26 20

21 **SCHOOL EMPLOYEES AND STUDENTS WITH AIDS/ARC** 22

23 The Board and the Association agree that the following guidelines will govern the Board's
24 treatment of students and school employees who have or could transmit AIDS to other students
25 and/or school employees.
26

27 As used in this article, the terms "infected student", "infected school employee", and "infected
28 individual" apply to both persons who have been diagnosed as having AIDS or ARC (Aids-Related
29 Complex) and to persons who are "asymptomatic carriers," that is, those individuals who have
30 been infected by the AIDS virus and are capable of transmitting it, but who have not developed any
31 of the symptoms of AIDS.
32

- 33 A. Infected students who lack control of their bodily secretions or who display behavior such as
34 biting, vomiting, etc., and infected students who have uncovered, oozing lesions, shall not be
35 permitted to attend classes or participate in school activities with other students.
36
- 37 B. The determination whether an infected student shall be permitted to attend class or participate
38 in school activities with other students will be made on a case-by-case basis by the Board based
39 on the recommendation of a team composed of public health personnel, the student's physician,
40 the student's parents or guardian, and appropriate school personnel, who shall include the
41 infected student's primary employees. In making this determination, the team shall consider:
42 (1) the behavior, neurological development, and physical condition of the student; (2) the
43 expected type of interaction with others in the school setting; and (3) the impact on both the
44 infected student and others in that setting.
45
- 46 C. If the Board has reasonable cause to believe a student is an infected individual, the Board shall
47 require the student to submit to an appropriate medical evaluation.
48
- 49 D. If an infected student is permitted to remain in the school setting, school employees, who are
50 likely to have regular personal contact with the student, shall be informed of the student's
51 identity by the board, and shall be provided with appropriate information as to the student's

1 medical condition, including information as to any factors that might warrant a reconsideration
2 of whether the student should be permitted to remain in the school setting.

- 3
- 4 E. If an individual student in grades K through 12 is not permitted to attend classes or participate
5 in school activities with other students, the Board shall make every reasonable effort to provide
6 the student with an adequate alternative education. To the extent that this requires personal
7 contact between the student and school employees, only those school employees who volunteer
8 shall be utilized.
- 9
- 10 F. A school employee shall not be required to teach or provide other personal contact services to
11 an infected student.
- 12
- 13 G. The Board shall make available the proper equipment for handling blood or body fluids in each
14 classroom and in other appropriate locations in each school building. This equipment shall
15 include as minimum protection: disposable gloves, bleach or other appropriate disinfectant,
16 soap, paper towels, and leak-proof bags.
- 17
- 18 H. The Board shall provide training for all school employees who have regular contact with
19 infected students regarding the handling of blood or body fluids. The individual presenting the
20 training shall be a medically certified individual with the skill and knowledge to present
21 accurate information regarding AIDS and AIDS-related complex.
- 22
- 23 I. Comprehensive in-service education on AIDS/ARC will be provided for school employees in
24 every school that will provide them with a basic understanding of AIDS, regardless of whether
25 a student with AIDS or ARC is in attendance.
- 26
- 27 J. The Board may not require school employees to be tested for the AIDS antibody.
- 28
- 29 K. The identity of an infected school employee, who there is reasonable cause to believe is an
30 infected individual, shall not be publicly revealed.
- 31
- 32 L. No school employee shall be terminated, non-renewed, suspended, transferred or subjected to
33 any other adverse employment action solely because he or she is an infected individual.
- 34
35
36

37 RATIONALE

38 ARTICLE 26

39 **SCHOOL EMPLOYEES AND STUDENTS WITH AIDS/ARC**

40

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

47
48
49
50
51

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

ARTICLE 27

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.

1
2 Testing – With the increased demands on testing in a school corporation by state and federal
3 governments, it is essential for the Association to demand that there be a committee to jointly
4 determine all aspects of testing programs. That language that is provided helps the Association address
5 the most important issues to discuss and include in contract language. With the added concern over
6 interpretation of tests, it is important that all employees be trained to understand standards, measures,
7 performance data, and the how to use diagnostic and interpretive programs and formulas that are
8 included in testing.
9

10
11 **ARTICLE 28**

12
13 **DISCUSSION COMMITTEES**

- 14
15 A. The Board agrees that it will discuss all matters set forth in IC 20-29-6-7 prior to implementing
16 any new policy or revising any existing policy related to these matters.
17
18 B. All discussion committees shall be comprised of at least one (1) more employee than Board
19 representatives.
20
21 C. The Association shall determine the number of employees that will serve on each discussion
22 committee.
23
24 D. The Association shall appoint all employees to discussion committees.
25
26

27 **RATIONALE**

28 **ARTICLE 28**

29 **DISCUSSION COMMITTEES**

30
31 Discussion committees can be very important, especially in a local affiliate where scope of the
32 collective bargaining agreement is limited. Through discussion committees, a local affiliate can have
33 significant input into Board policies, procedures and regulations. The Association urges discussion
34 committees to demand the matters the parties agree to through discussion be memorialized in a
35 memorandum of agreement. Such a process can improve trust between the parties and could lead to
36 the memorandum of agreement being included in the collective bargaining agreement.
37

38 It is important for the exclusive representative to maintain a majority of membership on discussion
39 committees and for the local affiliate to make all appointments of school employees to the committees.
40 Both unfair labor practice decisions and decisions of Indiana courts support the exclusive
41 representative's right to make such appointments. The proposed language of this article will ensure
42 this right is preserved.
43

44 Local affiliates are urged to refer to the Association publication Discussion Under P.L. 217 for
45 direction on forming discussion committees and for conducting effective discussion. Please contact
46 the local UniServ office for a copy of this publication.
47
48
49
50
51

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.

- 1 K. Any student who commits physical or verbal abuse against an employee will be excluded from
2 school subject to the provisions of IC 20-33-8 et seq.
3
- 4 L. Any parent of a student or other person residing within the boundaries of the school corporation
5 may request that the use of basic textbooks and other instructional materials be reconsidered
6 according to the following procedures:
7
- 8 1. the parent of a student having concerns about the continued use of basic textbooks and
9 other instructional materials shall first discuss the parent's concerns with the classroom
10 employee of the course and/or class in which the student is enrolled and in which the material
11 is being used. Other persons residing within the boundaries of the school corporation who have
12 a concern about the use of basic textbooks and other instructional material shall discuss their
13 concerns with a building principal at the level at which the material is being used.
14
 - 15 2. if the parent or other person is not satisfied after talking with the employee or principal,
16 whichever is appropriate, the parent or other person may request that the continued use of the
17 basic textbook or other instructional material be reconsidered. To initiate such a request for
18 reconsideration, the parent or other person shall complete the appropriate form and file such
19 form with the superintendent.
20
 - 21 3. upon receipt of the request for reconsideration, the superintendent shall see that a local
22 review committee is established. The review committee shall be composed of five (5)
23 employees and two (2) citizens from the community selected by the Association and three (3)
24 administrators selected by the Board. The review committee shall select a chairperson from the
25 members of the committee. Once established, the review committee shall have thirty (30)
26 school days to complete its reconsideration review and to make a written recommendation(s) to
27 the Board;
28
 - 29 4. if the Board does not agree with the recommendation(s) of the review committee, the
30 Board shall return the review committee's recommendation(s) and a written statement
31 explaining the Board's reasons for rejecting the review committee's recommendation(s) to the
32 review Board;
33
 - 34 5. the review committee shall have two (2) weeks to reconsider its initial
35 recommendation(s) as well as the Board's written reasons for rejection of the committee's
36 initial recommendation(s) to the Board;
37
 - 38 6. the Board shall make a decision concerning the request for reconsideration, but in its
39 disposition of the request for reconsideration, the Board shall not violate this agreement nor the
40 laws of the State of Indiana;
41
 - 42 7. any disputed materials shall remain in use in the school system until the Board shall
43 take formal specific action to remove the materials.
44
 - 45 8. In cases where the parent of a given student requests in writing that the student not
46 make use of a basic textbook, other instructional material supportive to the basic textbook or
47 additional instructional materials selected by individual employees for occasional use, the
48 student will be given the opportunity to make sue of other alternative instructional material
49 according to the direction of the classroom employee of the class and/or course in which the
50 student is enrolled.
51

1 9. Employees shall log the time necessary to prepare for the preparation of alternative
2 materials. Employees shall be compensated at one and one-half (1.5) times their professional
3 hourly rate for each quarter hour or major fraction thereof for time spent on the additional
4 preparation.
5

6
7 RATIONALE
8 ARTICLE 29

9 **EMPLOYEE AUTHORITY AND PARENTAL COMPLAINT**

10
11 Employees have a right to expect that their Board will support them when control of the classroom is at
12 stake. Therefore, this article sets out the rules in dealing with students and their parents.
13

14 Parents (taxpayers) have a right to inquire about their schools, but they should have to follow certain
15 procedures. No employee should be subjected to intrusions and interruptions in his/her classrooms.
16 Additionally, each Board should have in place rules that make it possible for employees to counsel
17 rather than be confronted by angry, emotional parents.
18

19 Textbooks have become very controversial and employees as well as parents should know how to go
20 about dealing with the issues that are bound to arise.
21

22
23 ARTICLE 30

24
25 **STUDENT TEACHING ASSIGNMENTS**

- 26
27 A. School employees who are supervising student teachers shall be permanent employees who
28 possess a minimum of a Proficient Practitioner’s License, teach in their respective field of
29 major preparation, and voluntarily accept the assignment. Such employees shall be known as
30 “supervising employees.”
31
32 B. No student teacher shall be used as a substitute employee, nor shall any student teacher be
33 placed in sole charge of a classroom until the supervising employee and the principal determine
34 that this experience is desirable.
35
36 C. The supervising employee shall be paid at the rate provided in Appendix B, Extra Pay for
37 Additional Services Schedule.
38
39 D. School employees who are supervising student teachers shall receive, prior to placement, a
40 copy of any contract entered into between the Board and the placing institution for the student
41 teachers.
42
43

44 RATIONALE
45 ARTICLE 30

46 **STUDENT TEACHING ASSIGNMENTS**

47
48 The two key factors for selecting a supervising employee are:
49

- 50 1. The person selected should be an experienced employee who is teaching the major subject for
51 which he/she was prepared.

1
2 2. Student teachers coming in to teaching should be placed with the best person in their field that
3 our system can provide.
4

5 Student teachers are placed in the school system in order to save money out of the substitute account.
6 It is unfair to the student teachers to misuse them. To give the student teacher total responsibility
7 before the supervising employee agrees they are ready is a gross violation of the purpose for which
8 student teachers are placed.
9

10 A letter stating the conditions is important to all in order that the conditions are known and
11 memorialized by all parties before questions arise. Note the recommendation that the employees, who
12 are supervising student teachers, should receive a copy of any contract that exists between the Board
13 and the placing institution...good protection for employees! Pay should be provided to the supervising
14 employee in a reasonable time after the duties are completed. Fifteen (15) days are recommended.
15 Separate checks should be issued to avoid confusion between regular duty and supervising employee
16 pay.
17

18 ARTICLE 31

19 SUMMER SCHOOL

- 20
21
22
- 23 A. All openings for summer school and for adult education employees shall be adequately
24 publicized by the Board and shall be posted in each school building no later than May 1.
25 Applications must be submitted within one (1) week of the posting of said notice. Employees
26 who have applied for such summer school shall be notified, in writing, of the action taken
27 regarding their applications no later than May 15th.
28
 - 29 B. Positions in summer school shall be filled first by employees regularly employed in the school
30 corporation during the normal school year and who possess a regular teaching certificate.
31
 - 32 C. Employees shall be selected for employment based on certification and seniority.
33
 - 34 D. The Board shall prepare a list of employees selected for summer school employment with the
35 seniority date and certification of each employee. Such list shall be transmitted to the
36 Association president no later than May 15.
37
 - 38 E. A summer school employee shall be issued a Supplemental Service Employee's Contract and
39 employees shall be paid for each hour of instruction at an hourly rate based on the employee's
40 regular employee contract. This hourly rate for employees shall be computed on a six (6) hour
41 day.
42
 - 43 F. Summer programs for students shall be forty (40) days in length and provide four (4) hours of
44 instruction per day.
45
 - 46 G. Employees shall receive paid preparation time at a ratio of one-half (1/2) hour for every hour of
47 instructional time worked.
48
 - 49 H. No employee shall be required to work a split shift or to work less than two (2) hours in any
50 summer school program.
51

- 1 I. If a summer school program/course is offered through a Joint Summer School Education
 2 Program, under IC 20-30-7-5 to -11, the public school employee having the greatest public
 3 school experience with the certification for the position who applies, shall be granted the
 4 position. In the event of a tie, the employee with the earliest birth date shall be given the
 5 position. No Board shall enter into a joint summer school education program unless it agrees to
 6 this section.
 7
- 8 J. Employees in summer programs shall receive four (4) days of paid leave (each equal to the
 9 length of the day worked) for their use.
 10
- 11 K. Mandatory remedial summer school classes shall be limited to the following sizes:
 12
- | | | |
|----|--------|-----------------|
| 13 | K – 6 | 8 students; and |
| 14 | 7 – 12 | 10 students. |
- 15
- 16 L. The performance of any student on the ISTEP test or in remediation programs shall not be used
 17 as a basis of employee evaluation or discipline. No employee shall suffer adverse
 18 consequences as a result of the exercise of the employee’s professional judgment in decisions
 19 related to summer remediation or retention.
 20
 21

22 RATIONALE
 23 ARTICLE 31
 24 **SUMMER SCHOOL**
 25

26 Summer school is an extension of the regular school program and an extension in time to meet the
 27 needs of regular students. Regular employees are underpaid and generally need supplemental income.
 28 Summer school offers an opportunity for additional income, and opportunity that should be extended
 29 to regular employees prior to the hiring of any new employees. These opportunities for additional
 30 income establish an incentive for employees to remain in the teaching profession because of added
 31 compensation.
 32

33 Indiana Code 2-28-6-3(1)(B), “The state superintendent shall do the following: (1) Prescribe the
 34 following forms: . . . (B) The supplemental service teacher’s contract.”
 35

36 Indiana Code 20-28-6-7(b), “The supplemental service teacher’s contract shall be used when a teacher
 37 provides professional service in evening school or summer school employment, except when a teacher
 38 or other individual is employed to supervise or conduct noncredit courses or activities.”
 39

40 Indiana Code 20-28-6-7(c), “If a teacher serves more than one hundred twenty (120) days on a
 41 supplemental service teacher’s contract in a school year, the following apply: (1) Sections 1, 2, 3 and
 42 8 of this chapter. (2) Leaves of absence. IC 20-28-10-1 through IC 20-28-10-2. (3) Suspensions and
 43 terminations. IC 20-28-7-3 through IC 20-28-7-5. (4) Resignation by teacher; non-renewal of non-
 44 permanent teachers. IC 20-28-7-7 through IC 2-28-7-12. (5) Teacher bound by previous contract.
 45 IC 20-28-7-14. (6) Leaves of absence - types. IC 20-28-10-1 through IC 20-28-10-5.”
 46

47 The salary of an employee who serves on a supplemental service contract shall be the same as the
 48 salary of a regular employee on the regular pay schedule in effect in the school corporation wherein
 49 he/she shall serve. Part-time service on the supplemental service contract shall be computed on the
 50 basis of six (6) hours as a full day of service.”
 51

1 This language establishing the supplemental contract clearly requires Boards to use this type of
2 contract for summer school. Furthermore, it establishes the responsibility, as does Rule A-3 of the
3 Indiana State Department of Education, for Boards to pay employees on their hourly rate based on
4 their proper placement on the salary schedule. State guidelines allow Boards to offer a maximum of
5 forty (40) days of summer school at four (4) hours per day.
6
7

8 **ARTICLE 32**

9
10 **SUBSTITUTE EMPLOYEES**

- 11
12 A. A list of persons who are available to work as substitute employees shall be approved and
13 distributed to employees each year.
14
15 B. Student teacher(s) shall not be used as substitute(s).
16
17 C. A qualified substitute employee shall be provided for all absent employees.
18
19 D. Substitute employees shall be required to submit to the regular employee a detailed report, for
20 the regular employee's sole use, which will include any significant occurrences during the day
21 and the material covered in the course of the day.
22
23 E. Any time an employee who is employed on a Regular Teacher's Contract takes a leave of
24 absence of fifteen (15) days, or longer, the employee's substitute shall be employed on a
25 Temporary Teacher's Contract from his/her first date of employment in that position. Service
26 on a Temporary Teacher's Contract shall be credited toward status under the State of Indiana's
27 tenure classifications (nonpermanent, semi-permanent, and permanent).
28
29

30 **RATIONALE**

31 **ARTICLE 32**

32 **SUBSTITUTE EMPLOYEES**

33
34 The Board should have a list of available substitutes so that employees can see it and request those
35 they know will do a good job in their absence from the classroom.
36

37 Employees who are absent should be replaced with substitutes when they are absent. It is not
38 appropriate for student teachers who are there for an entirely different reason to be assigned as
39 substitutes
40

41 The State of Indiana never requires an employer to issue a Temporary Teacher's Contract. The only
42 way to be sure that long-term substitutes receive a Temporary Teacher's Contract is important because
43 there is no other way to include long-term substitutes in the bargaining unit and ensure that they
44 receive the benefits of the collective bargaining agreement (sick leave, personal leave, insurance, etc.).
45
46
47
48
49
50
51

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

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

43 A properly worded effect of a collective bargaining agreement provision is crucial to the integrity of
44 the collective bargaining agreement. The term of the collective bargaining agreement establishes a
45 working relationship between the parties regarding the area covered by the collective bargaining
46 agreement. The term of the collective bargaining agreement prevents either side from claiming that
47 oral agreements, side agreements, or any past practices that are inconsistent with the collective
48 bargaining agreement may be relied upon in the labor-management relationship between the parties.
49

50 The effect of the collective bargaining agreement provides for a way to alter or amend the collective
51 bargaining agreement through mutual agreement and prevents unilateral additions to or deletions from

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

11
12 Another essential ingredient in the effect of the collective bargaining agreement is language that
13 prevents the entire collective bargaining agreement from being voided if a court of competent
14 jurisdiction declares some article, section, or clause of the collective bargaining agreement to be
15 illegal. (See sample language, Paragraph B.) This language protects against a deliberate insertion of a
16 clause that is known to be illegal in order to nullify the entire collective bargaining agreement.

17
18 Finally, the proper effect of collective bargaining agreement language ties individual employee’s
19 contract to the terms of the collective bargaining agreement. This provision is important because
20 individual contracts are often signed after the effective date of the collective bargaining agreement and
21 sometimes contain errors that must be corrected to make the individual contract agree with the
22 collective bargaining agreement.

23
24 **SPECIAL NOTE: Arbitrators have generally held that parole evidence that would include oral**
25 **agreements, table agreements, etc., may not be used to interrupt the collective bargaining**
26 **agreement where the language is not ambiguous. Interpretation in light of the law, normal and**
27 **technical use of language, construction in light of language content, meaning consistent**
28 **throughout the collective bargaining agreement, etc., are areas used by arbitrators to interpret**
29 **collective bargaining agreement language.**

30
31
32
33 ARTICLE 34

34
35 **TERM OF COLLECTIVE BARGAINING AGREEMENT**

- 36
37 A. This collective bargaining agreement shall be effective as of August 1, 20____, and shall
38 continue in full force and effect through July 31, 20____. This collective bargaining
39 agreement shall not be extended orally and it is expressly understood that it shall expire on the
40 date indicated.
- 41
42 B. This collective bargaining agreement is made and entered into at _____, Indiana, on
43 this ____ day of _____, 20____, by and between the Board of School Trustees of
44 the _____ School Corporation, County of _____, State of Indiana,
45 and the _____ Education Association, an affiliate of the Indiana State Teachers
46 Association, and the National Education Association, referred to as the “Association”.
- 47
48 C. _____ days prior to the expiration of this collective bargaining agreement, the parties shall
49 initiate bargaining for the purpose of entering into a successor collective bargaining agreement.
- 50

1 D. This collective bargaining agreement is so attested to by the parties whose presidents' and
2 secretaries' signatures appear below:

3
4 FOR THE ASSOCIATION

FOR THE BOARD OF SCHOOL TRUSTEES

5
6 BY:

7 BY: _____

8 President

President

9
10
11 BY: _____

BY: _____

12 Secretary

Secretary

13
14
15 BY: _____

BY: _____

16 Bargaining Spokesperson

Bargaining Spokesperson

17
18 **SPECIAL NOTE: It is strongly recommended that a UniServ Director not be a signator to**
19 **the collective bargaining agreement between an ISTA bargaining affiliate and school**
20 **employer.**

21
22
23 RATIONALE

24 ARTICLE 34

25 **TERM OF COLLECTIVE BARGAINING AGREEMENT**

26
27 The term of the collective bargaining agreement sets out the beginning and ending dates of the
28 collective bargaining agreement. This is most important because salaries and other benefits for
29 employees, who work in the summer months, or who report in before the beginning of the regular
30 school term, are calculated on the collective bargaining agreement in effect when the service is
31 performed.

32
33 It is a common standard in contract law that a collective bargaining agreement must have an end date
34 to be a valid collective bargaining agreement. This principle was enunciated in an Indiana court
35 decision in Henry County, State ex. rel. Lowell Grammar vs. Board of School Trustees of
36 Northwestern School Corporation, and Board of School Trustees vs. Lowell Grammar and
37 Northwestern Classroom Teachers' Association, Consolidated Cause No. 81-C-611 and Cause No. 82-
38 C-592. The Court also cited South Bend Community School Corporation vs. National Education
39 Association – South Bend (1983, Ind. App.) 444 NE 2d 348; Police Protective Association of Casper,
40 Wyoming vs. City of Casper (1978, S. Ct. of Wyoming) 575 P. 2D 1146.

41
42 Another area to be considered concerning the term of the collective bargaining agreement is the multi-
43 year collective bargaining agreement. Multi-year collective bargaining agreements are advantageous
44 in that the local Association leaders are relieved from the year-round bargaining syndrome and can
45 devote their energies to other Association work. Ideally, multi-year collective bargaining agreements
46 should be completed closed. Bargaining a collective bargaining agreement with only one or two
47 reopeners may place the Association at a disadvantage, there are not "trade-off" items.

48
49 A UniServ Director should not be a signator to the collective bargaining agreement between an ISTA
50 bargaining affiliate and school employer. The UniServ Director is an employee and agent of ISTA and
51 NEA and neither of these organizations are a party of interest to the agreement.

1
2
3
4
5

APPENDIX A
SALARY SCHEDULE

EXP	B.S.	M.S.							
		9 PDU	18 PDU	27 PDU	36 PDU	45 PDU	54 PDU	63 PDU	72 PDU
0	1.00	1.04	1.09	1.15	1.22	1.30	1.39	1.49	1.60
1	1.03	1.07	1.13	1.21	1.28	1.36	1.45	1.55	1.66
2	1.06	1.10	1.17	1.26	1.33	1.41	1.50	1.60	1.71
3	1.09	1.13	1.21	1.32	1.39	1.47	1.56	1.66	1.77
4	1.12	1.16	1.25	1.38	1.45	1.53	1.62	1.72	1.83
5	1.15	1.19	1.29	1.43	1.50	1.58	1.67	1.77	1.88
6		1.22	1.33	1.49	1.56	1.64	1.73	1.83	1.94
7		1.25	1.37	1.55	1.62	1.70	1.79	1.89	2.00
8		1.28	1.41	1.60	1.67	1.75	1.84	1.94	2.05
9			1.45	1.66	1.73	1.81	1.90	2.00	2.11
10			1.49	1.72	1.79	1.87	1.96	2.06	2.17
11			1.53	1.77	1.84	1.92	2.01	2.11	2.22
12				1.83	1.90	1.98	2.07	2.17	2.28
13				1.89	1.96	2.04	2.13	2.23	2.34
14				1.95	2.02	2.10	2.19	2.29	2.40
15				2.00	2.07	2.15	2.24	2.34	2.45

6
7
8
9
10
11
12

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

APPENDIX B

EXTRA PAY FOR ADDITIONAL SERVICES SCHEDULE

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)

Athletic Director	Key Club
Audiovisual Aids	Lacrosse
Baseball	Latin Club
Basketball	Library Supervision
Bowling	National Honor Society
Cheerleaders	Marching Band
Chorus	Publications Business Manager
Class Advisors	Philosophy Club
Concert Band	Safety Patrol
Cross Country	School Band
Debate Coach	School Newspaper
Drama Club	School Store
Faculty Manager	Service Squad
Football	Soccer
Forensics	Softball
French Club	Spanish Club
Future Employees of America	Stage and Electric
Future Secretaries of America	Student Council
German Club	Teaching Supplies
Girls Basketball	Tennis
Girls Hockey	Track
Golf	Twirlers
Gymnastics	Varsity Club
Ice Hockey	Volleyball
Intramurals	Wrestling
	Yearbook

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.
-------------------	--

APPENDIX C

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 _____

1 D. Position of Grievant and/or Association _____

2 _____
3 _____
4 _____
5 _____

6
7 Signature _____ Date _____

8
9 **GRIEVANCE REPORT FORM**

10
11 **STEP TWO**

12
13 Grievance # _____

14
15 Distribution: 1. Superintendent

16
17 2. Principal

18
19 3. Association

20
21 4. Employee

22
23 Name of Grievant _____ Date Filed _____

24
25 Building _____ Assignment _____

26
27 A. Date of Appeal to Superintendent _____

28
29 B. Grounds for Appeal _____

30
31 _____

32
33 _____

34
35 Grievant's Signature _____ Assoc. Rep.'s Signature _____

36
37 Date _____

38
39 C. Date, Time and Place of Meeting with Superintendent _____

40
41 _____

42
43 D. Disposition by Superintendent _____

44
45 _____

46
47 _____

48
49 Superintendent's Signature _____ Date _____

50
51 E. Position of Grievant and/or Association _____

1
2 _____
3
4 _____
5
6 Grievant's Signature _____ Assoc Rep.'s Sig _____
7
8 Date _____
9
10 The employee's contract should be continued _____ discontinued _____.

11
12
13 **GRIEVANCE REPORT FORM**

14
15 **STEP THREE**

16
17 Grievance # _____

- 18
19 Distribution: 1. Superintendent
20
21 2. Principal
22
23 3. Association
24
25 4. Employee

26
27 Name of Grievant _____ Date Filed _____
28 _____

29
30 Building _____ Assignment _____
31 _____

32
33 A. Date Submitted to Arbitration
34 _____
35

36 B. Disposition and Award of Arbitrator
37 _____
38

39 _____
40 _____
41 _____
42 _____
43 _____
44 _____
45 _____
46 _____
47 _____
48 _____
49 _____
50 _____
51 _____

1
2 _____
3
4 _____
5
6 _____
7
8 _____
9
10 _____
11
12 _____
13
14 _____
15
16 _____
17
18 Signature of Arbitrator _____ Date _____

APPENDIX D

EXTRACURRICULAR 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.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

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.)

1 4. What are the methods of eliminating those weaknesses? (Specific, reasonable written
2 recommendations and definite positive assistance are to be used.)
3
4 _____
5
6 _____
7
8 _____
9
10 _____
11

12 The employee's contract should be continued _____ discontinued _____.

13
14 Comments
15 _____
16

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

18
19 _____

20
21 Employee's Signature Evaluator's Signature

22
23 _____

24
25 Date Date

APPENDIX F
TRANSFER FORM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

TO: Superintendent of Schools

FROM: _____

SUBJECT: Request for Transfer or Reassignment

DATE: _____

CURRENT SCHOOL AND ASSIGNMENT

School Subject and/or Grade Level

REQUESTED SCHOOL AND ASSIGNMENT

School Subject and/or Grade Level

REASONS FOR REQUESTING TRANSFER:

Signature

ACTION TAKEN ON ABOVE REQUEST:

Superintendent of Schools

Date

APPENDIX G

PROFESSIONAL LEAVE FORM

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 _____
(Round Trip)

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 H

PERSONAL LEAVE FORM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

TO: Building Principal

FROM: _____

TODAY'S DATE _____

DATE(S) OF PERSONAL LEAVE

_____ FULL DAY

_____ HALF DAY