

Collective Bargaining Agreement
between the
Bartholomew Consolidated School Corporation
and the
Columbus Educators Association

August 1, 2009 – July 31, 2013



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PREAMBLE

The parties to this Agreement believe that a quality education is a fundamental right of every student. All of us have the responsibility to promote success for every learner. We recognize the commitment of teachers, administrators, and all other school employees and the efforts they make to improve learning and achievement.

This Agreement was created using an interest-based bargaining process. More than a traditional contract, it describes a partnership between the Columbus Educators Association and the Bartholomew Consolidated School Corporation that is dedicated to the continuous improvement of the quality of education. For the Association and the Administration, sharing the responsibility for the improvement of the quality of teaching and learning throughout the system represents an expanded commitment. This agreement defines how we will work together to implement the following goals that are a part of the BCSC Mission:

To achieve educational excellence for all learners through continuous improvement, professional growth, and accountability.

With this Agreement, we also dedicate our efforts to “continuous quality improvement”. We believe that all stakeholders must be involved in making decisions that affect them and the work they do. We believe that a well-defined process is necessary to ensure success. Achieving ever-higher levels of school performance requires a well-executed approach to continuous improvement by solving problems, not fixing blame. The approach to improvement needs to be embedded in the way the school operates:

1. Improvement is a regular part of the daily work of all faculty, staff, and students;
2. Improvement is a process that eliminates problems at their source;
3. Improvement is driven by opportunities to do better, as well as by problems to be corrected.

The Bartholomew Consolidated School Corporation and the Columbus Educators Association mutually agree that Continuous Improvement will be defined and guided by the Education Criteria for Performance Excellence as articulated by the Malcolm Baldrige National Quality Award.

LEADERSHIP

The objective of leadership in the BCSC Continuous Improvement model is to increase the number of people responsible for results. There is a difference between authority associated with a position and leadership. Leadership should exist independent of positions. In order for everyone to contribute to better leadership, the conditions necessary for exercising leadership should be open. Information must be shared. The decision making process, with its criteria and parameters, will be explicit. The results and rationale for decisions must also be shared.

STRATEGIC PLANNING

Strategic Planning in a continuous improvement model provides that stakeholders at every level determine how the goals and plans affect their own work; and strategies are developed by stakeholders to continuously realign the process to provide a quality program.

STAKEHOLDER FOCUS

The continuous improvement philosophy invites strong involvement of all stakeholders. Our focus will be to provide a process for these stakeholders to express their degree of satisfaction, resolve problems promptly and effectively, and maintain easy access. As important decisions about quality teaching and learning are made through a collaborative process, a strong partnership is established creating a shared ownership of decisions and outcomes.

INFORMATION AND ANALYSIS

Decisions about teaching and learning should be made by those closest to the teaching and learning process. These decisions must be made using information that is timely, accurate, useful and readily accessible to all those requiring data for decision-making. The process must be aligned with improvement plans. The analysis of the data gathered is vested with the stakeholders most closely responsible for the expected outcomes. Therefore, a collaborative process such as shared decision making invests the staff with ownership and responsibility for improving student learning.

FACULTY AND STAFF AND STUDENT FOCUS

The best strategy for improving teaching and learning is building the capacity of schools to function as learning communities. In the Baldrige model, human resources create an effective educational system. They must feel empowered and have a strong sense of ownership of all processes and quality. The school system is an environment that is conducive to high morale levels, including as essential all elements that support, maintain and improve well-being and satisfaction. Everyone participates in and is recognized for, the continuing development of a system of educational excellence.

EDUCATIONAL AND SUPPORT PROCESS MANAGEMENT

Achieving high quality learning represents the underlying basis for all the work done in BCSC. The work of BCSC is to promote learning, create knowledge, and to ensure demonstrated student achievement. Our product is knowledge. This product is created by the basic work process done by students, interacting with and guided by educators in the school, supported by a circle of adults- BCSC staff, parents and community.

SCHOOL PERFORMANCE RESULTS

At the core of a continuous improvement model is shared responsibility and accountability for results and for the continuous improvement of student learning. Joint responsibility for student success means that educators share in celebrating what works and in identifying together areas that are not working and need improvement. As the BCSC Continuous Improvement process is implemented across the system and in each school and program, our goal is that all measures will indicate improved results in achievement and learning. In addition all stakeholders (including employees and students) should indicate high levels of satisfaction and a commitment to a process of continuous improvement.

ARTICLE I RECOGNITION

Section 1.

The Bartholomew Consolidated School Corporation Board of School Trustees hereinafter called the “Board”, hereby recognizes the Columbus Educators Association, hereinafter called the “Association”, as the exclusive bargaining agent, as provided in Section 2, below, of part-time and full-time personnel licensed by or holding a permit from the Indiana Professional Standards Board under I.C. 20-28 under regular contract with the Bartholomew Consolidated School Corporation except: the Office of the Superintendent of Schools, Assistant Superintendents, Elementary Principals, Secondary Principals, Directors of Curriculum and Instruction, and Secondary Assistant Principals, all Middle/High School Department Chairpersons, High School Athletic Directors, Assistant Director of Special Education, Director of Bartholomew Special Services Cooperative, Director of Vocational Education, and Director of Adult Education and Director of Technology.

Section 2.

Such representation is and shall be in accordance with the provisions of Acts 1973, P.L. 217, an Act concerning Collective Bargaining between School Corporations and their Certificated Employees.

Section 3.

This Agreement sets forth the terms and conditions to which each party agrees to be bound.

Section 4.

When used in this Agreement, the word “teacher” shall refer to members of the professional staff identified in Section 1 of this Article as included in the bargaining unit. This Agreement shall cover only those members of the professional staff included in the bargaining unit.

Section 5.

It is understood that the Association has an affiliation with certain other organizations, to wit: the Indiana State Teachers Association and the National Education Association.

ARTICLE II

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1.

Nothing contained herein shall be construed to deny or to restrict any teacher rights he may have under the Indiana General School Laws or other applicable laws and regulations.

Section 2.

The Association shall be able to use school buildings at reasonable times for meetings. Arrangements for such use shall be made with the advance approval of the principal or his designee. Any added costs over and above the normal operational costs of the building, such as custodial costs, will be borne by the Association. No charge will be made for the Association's use of schoolrooms immediately before the beginning of the teacher day or following the end of the teacher day and before 6:00 P.M.

Section 3.

A. The Association shall be able to use typewriters, calculators, computers, reproduction equipment (copying machine), overhead audio-visual, and other mutually-agreed-to equipment whenever such equipment is not being used or is not planned or scheduled to be used for other purposes. Request for such use shall be made reasonably in advance to the principal or his designee who will determine whether or not the request complies with the first sentence of this paragraph. Approval of such request will not be arbitrarily withheld.

B. The Association shall pay for or reimburse or supply all materials and supplies incidental to such use. Where the Association is to reimburse the school, such payments will be made in the name of the Bartholomew Consolidated School Corporation and forwarded quarterly to the Business Office. A receipt will be issued for such payment. The Association will select teachers who are competent in the operation of said equipment. No equipment shall be removed from the building. It is understood that the principal or his designee will designate the specific piece of equipment to be used. Such piece of equipment shall be in operable condition.

Section 4.

A. The Association shall be able to post notices pertaining to official Association activities on a bulletin board provided by the Board in a teachers' lounge in each school and via electronic mail. At the choice of the Association building representative, the Association may post such notices in a workroom and place designated by the Principal. This section shall not be construed to require the changing, establishment, maintenance or continuance of any workroom.

B. The Association shall be able to use, at reasonable times, the inter-school mail system to distribute printed materials or attachments to electronic mail. Mailing of multiple copies of printed materials to a school shall be in bulk to a designated representative of the Association at that school. Association Officers (President, Vice President, Secretary, Treasurer, Past President, Bargaining Spokesperson), and Discussion Team members shall be able to use the electronic mail system in a private location which insures confidentiality of material during non-instructional times to communicate with other Association Officers and/or the Administration. The Board shall have no obligation to make special provisions or handling, incur extra expense, or devote time beyond that normally and routinely required for inter-school mailings.

C. When reasonably necessary in furtherance of lawful Association activities, the Association shall at reasonable times have reasonable access to teachers' school mailboxes, fax machines and electronic mail as provided by the employer, provided that such access shall be during regular school hours for the express purpose of distributing materials related to Association activities, and that such access does not interfere with the use of such boxes by the Corporation.

Section 5.

A. Subject to the applicable provisions of Indiana law, any teacher who is a member of the Association or its affiliate as described in Article I, Section 5, may sign and deliver to the Payroll Office, through the Association Secretary, a form acceptable to the Board authorizing deductions of membership dues or additional assessment in the Association or its affiliates as described in Article I, Section 5. Such additional assessment other than the regular dues shall also be by appropriate wage deduction signatory form acceptable to the Board and delivered to the Payroll Office. Such authorization forms authorizing deductions for dues may also include authorizations for deductions to be made for contributions to I-PACE.

B. Such authorization must be received by the Payroll Office by the last Friday in September of each school year. Such authorization shall be signed by the teacher personally and shall be revocable at any time upon written notice to the Payroll Office by the teacher (as per Section 5, part C). A new teacher entering into a written teacher's contract with the employer after the above stated Association enrollment period has passed, shall have fifteen (15) school days following entry employment to authorize payroll deductions.

C. In order for a member to cancel membership, he/she must provide written notice to the Association President prior to September 15. If the member provides notice after that date and/or revokes payroll authorization after that date, he/she has a continuing enforceable obligation to pay all remaining membership fees directly to the Association.

D. Such authorization for deductions shall continue from year to year unless canceled as provided in the preceding paragraphs.

E. Should any deductions made in accordance with the provisions of this section be found to violate provisions of IC 1971, 22-2-6-1 et seq. (Indiana Wage Assignment Law) the Association agrees to indemnify and hold harmless the Board against any legal action commenced against the Board based on said violation.

F. Pursuant to such authorization, the Board shall deduct one sixteenth of such dues from each check until all authorized deductions have been made or until such authorization has been revoked, beginning with the fourth check of the school year.

G. In the event of overcharge remitted to the Association, it shall be the responsibility of the Association to adjust the matter with the member overcharged. In the event of undercharge, the Board shall (after receiving written notice of the undercharge from the Association) make a correction during the next pay period or periods.

H. Monies deducted from members' paychecks shall be forwarded to the Association by the Payroll Office no later than seven (7) working days after each teacher dues deduction pay date.

Section 6.

A. The President of the Association, or his designee, shall be allowed to leave his school to visit other schools on his lunch or preparation time, or upon mutual agreement with his principal at some other time within the regular school day, to investigate employee issues.

B. The visitation with a teacher(s) by the President of the Association, or his designee, may be on the teacher's lunch or preparation time, or upon mutual agreement with the teacher and the teacher's principal at some other time within the regular school day.

C. The visitation of a teacher by the President or his/her designee referred to in this section shall be scheduled and conducted so as not to interfere with the activities of other teachers or persons.

D. There shall be only one designee of the President at a given time and that person's identity shall be communicated to a designated representative of the Board in advance of any action that person takes on behalf of the President.

E. The Association President, or his designee, shall be entitled to release time for attending formal arbitration hearings or formal grievance hearings without loss of compensation.

F. The Association President, or his designee, shall have seven (7) days per year of paid leave for the conduct of lawful Association business. Except in cases of emergencies, forty-eight (48) hours notice of such leave shall be provided to the employee's principal. In addition to the above days, the Association President shall have a regularly scheduled one (1) day per week, or its equivalent, of paid leave for the purposes of meeting with the Superintendent, or his/her designee, to discuss educational matters and other concerns, and/or for the conduct of lawful Association business. Substitute teacher costs of this one (1) day per week shall be shared equally by the Association and the Board. The Superintendent may, at his/ her discretion, grant additional days, which will be paid for by the Corporation.

Section 7.

A. The Association will receive a copy of the Board agenda packet that is distributed to the media upon its release to the media, except confidential matters. A copy of the official minutes of Board meetings including a list of approved claims, and a copy of the Board approved budget as entered in the official minutes will also be made available. The President of the Association will notify the Superintendent's office whether such copy should be mailed, be sent to the President's building, or whether such material should be picked up by the President at the school administration building.

B. Within a reasonable period of time, the Board shall furnish to the Association upon request copies of those relevant and material documents which it has in its possession which are public records as a matter of law and (a) which are necessary to enable the Association to bargain about issues intelligently; or, (b) which are necessary to enable the Association to process a grievance as identified under Article X (Grievance Procedure) of this Agreement. Included in the above shall be copies of Form 9, Form EIR-2, monthly corporation Treasurer's Reports, and a copy of all public information provided to the media at a public school board meeting.

C. The Board agrees to furnish to the Association, upon request, information concerning the financial resources of the corporation including, but not limited to, annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations.

D. Requests for the documents referred to above shall be made by the Association in writing reasonably in advance of the time the Association anticipates the need for the same. The Association shall pay for or reimburse the Board for the cost of the collection and/or reproduction of such documents and shall hold such information in confidence.

Section 8.

The Board recognizes the provisions of Section 12 (e) of P.L. 217 with regard to tentative individual contracts.

Section 9.

Rights or privileges granted to the Association as an exclusive representative under this Agreement which cannot be legally granted under Section 7 (a) (2) of P.L. 217 to any other school employee organization as defined in Section 2 (k) of P.L. 217 with respect to the bargaining unit identified in Article I, Section 1, shall not be so granted. No other such school employee organization shall be entitled to claim rights under this Agreement.

Section 10.

The Association President will have access to a school telephone and computer to use for Association business. The telephone will be designated by the President's principal (and will be in a convenient location for the Association president to ensure privacy).

Section 11.

The Association inter-school mail shall be delivered to the Association President's school building mailbox via the Board's regularly scheduled inter-school mail system.

Section 12.

At the expense of the Board, the Association shall annually be provided by September 30, fifty (50) copies of the Corporation's Directory of employees. In addition, BCSC will provide each building with one hard copy of that building's section of the directory. This section will contain all the information contained in that building's section of the full directory and each employee in that building will receive a hard copy of this section. By September 30th, annually, BCSC will also provide an updated, on-line version of the entire employee directory. Comprehensive directions for accessing this on-line directory from school and home will be provided to each employee annually by the Technology Operations Division.

Section 13.

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed by the Board. The Board shall annually provide the Association with thirty (30) copies in addition to those provided to all bargaining unit personnel.

Section 14.

At the annual new teacher orientation meeting, the Association may make a presentation to the new teachers.

Section 15.

Before the Board initiates a new program, which modifies any term or condition of employment or any professional standard or condition, the Board shall discuss any such change with the Association.

Section 16. Fair Share

(The Board and the Association agree that this section shall not be in force until such time as the Indiana Legislature acts to again authorize such a provision. At that time this section shall be reinstated without further action by the parties.)

The Board and the Association agree that all members of the bargaining unit who are not also members of the Association have an obligation to pay a fair share fee to the Association, in an amount equal to the membership dues of the Association, including the Indiana State Teachers' Association and the National Education Association. This obligation applies to persons who become members of the bargaining unit during the life of this Agreement, as well as to persons who are members of the bargaining unit on the effective date of this Agreement.

A. By October 10 of each year, the Association shall provide the Board with a list of bargaining unit members who are not also Association members with a wish to pay the fair share fee by payroll deduction. The Board shall deduct the fair share in ten (10) equal installments from the payroll of each person who submits an authorization and within fifteen (15) days transmit the amount deducted to the Association. New employees hired during the school year who choose not to join the Association within thirty (30) days of employment shall have their fair share fee deducted from the subsequent ten (10) remaining pay periods the amount will be deducted equally from the remaining pay periods.

B. Persons who refuse to sign an authorization form or who revoke an executed form have a continuing enforceable obligation to pay the fair share fee directly to the Association.

C. The Association recognizes that no member of the bargaining unit should be forced to contribute financial support to political or ideological activities, or other activities that are unrelated to its duties as exclusive bargaining representative. Consequently, the Association agrees to adopt an internal Association remedy providing for a pro rata refund of the fair share fee to persons who so request.

D. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this article provided that:

1. The Board gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph; and

2. If the Association so requests in writing, the Board will relinquish to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence, witnesses, and in all other aspects of the defense.

E. It is expressly understood that paragraph D. above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's improper execution of the obligations imposed upon it by this article.

ARTICLE III ABSENCES AND LEAVES

Section 1. Paid Absence

A. Teachers shall be granted 18 days per year (14 days for personal illness and/or family illness and 4 days of personal leave for business that cannot be conducted outside of the school day) to be absent from work while receiving compensation from the corporation. These days may not be used to extend Board approved leaves granted under any other clause in this contract or to extend school vacations, recesses and holidays. Any teacher requiring more than two consecutive personal days or requiring a personal day before or after a vacation shall submit a request to the Assistant Superintendent of Human Resources for prior approval. In establishing these days, the Board and the Association recognize the need for the teacher to be present with students and encourage teachers to use such days in a judicious manner. Any unused sick leave or personal leave days shall accumulate as sick days at the end of the school year. Teachers who have accumulated less than one hundred eighty (180) days will accumulate all unused sick leave days or personal leave days at the end of each school year. Teachers who have accumulated greater than one hundred eighty (180) days will continue to receive 18 days annually which will be utilized first for any family or personal illness or personal business, but any unused days will be purchased according to Article III, Section 2. Any teacher needing more than 18 days of absence in one year may be asked to provide verification of need with the Human Resources Office.

B. A teacher may transfer up to ten (10) days of accumulated sick leave, as days of paid absence from another school corporation, beginning the second year of employment in the Bartholomew Consolidated School Corporation and in each succeeding year, until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted.

C. Teachers shall be given a written accounting of each category of accumulated days of paid absence on or before the date of issuance of the first paycheck, and on each paycheck thereafter during the school year.

D. Days held in the sick leave bank that was established August 1, 1979 shall be considered to be paid days of absence under the definitions set above. The bank will be administered by a committee of three (3) bargaining unit members appointed by the Association and one (1) administrator appointed by the Superintendent under the following criteria and subject to the following conditions and limitations:

1. Any teacher who chooses to participate in Sick Leave Bank must donate two (2) days to the bank. The two (2) days of paid absence shall be deducted from each participating teacher's accumulated sick leave days. These two (2) donated days shall not be counted against the teacher for the purposes of the calculation in Section 2 below.

2. The minimum number of days in the bank at the beginning of the school year shall be three hundred (300) days; and so long as the number remains at or above three hundred (300) days, no further contributions shall be required. In the event the number of days in the bank is less than three hundred (300) days at the beginning of a school year, then each member of the bank at such time shall contribute two (2) sick leave days from teacher's accumulated days.

3. Initial enrollment in the bank by new teachers shall be permitted at any time on or before September 15 each school year, and will not extend beyond this period. A new teacher employed after the enrollment period has expired, shall have two (2) weeks from the date such teacher begins work to enroll.

4. Eligibility for use of the sick leave bank shall be subject to the following conditions and limitations:

a. The teacher must be an active participant in the bank.

b. Applications shall be made in writing to the chairperson of the committee and shall be made on a form (Appendix J) provided by the Board signed by a physician licensed to practice medicine, certifying that the teacher is temporarily disabled. "Temporarily disabled" shall mean physical inability to perform all of the duties of the

teacher. Such doctor's statement shall also include the nature of the disability, treatment being rendered, and prognosis for a return to work. Further certification may be required by the committee from time to time.

c. All accumulated and non-accumulated personal illness and personal business leave days of the applicant shall have been exhausted at the time of utilization of any sick bank day awarded by the committee.

d. The illness or physical disability must be of a serious nature and of more than seven (7) consecutive day's duration. Whether or not such illness or physical disability is of a serious nature shall be determined by the committee. Days may be used only for such illness or physical disability of its members and may not be used for an illness of any relatives of a member.

e. The maximum number of sick bank days that may be granted to any teacher shall be limited to the number of days needed to qualify said teacher for long term disability insurance benefits. Additional sick leave bank days may be granted for persons who qualify for long term disability only after proof of application for long-term disability benefits has been made.

f. Teachers on leave shall not be eligible for sick bank days during the period of their leave of absence.

g. A full-time teacher using sick bank benefits, who is able to return to work on a half-time basis, as certified by a licensed physician, may return to work half-time and receive benefits up to a period of fifteen (15) working days. Full salary and salary related benefits shall be paid under such circumstances, one-half (1/2) of which shall be provided from the sick leave bank and the remaining one-half (1/2) from the regular salary.

h. The sick leave bank committee may waive any of the above conditions in subsection (4) above.

5. The aforementioned committee is empowered to determine the rules and procedures under which days from the bank shall be granted to individual teachers and how such days will be repaid.

6. Repayment by a borrowing teacher for any such loans shall be made at the rate of a minimum of two (2) days per year when the teacher owes ten (10) or more days to the bank, one (1) day per year when the teacher owes less than ten (10) days to the bank. Repayment shall be made on the first day of each consecutive school year beginning the second year after the loan is made to the teacher. With the exception of long-term disability or death, the balance of sick leave days in a borrowing teacher's account will be used to repay the sick leave bank.

7. The Human Resources Office shall notify the Association of all sick leave bank applications and note actions taken in regard to their request for additional sick leave days granted. The committee will report to their respective groups the balance of days in the sick leave bank two (2) times per year.

Section 2. Attendance Incentive Program

A. A teacher who uses no paid days of absence during the school year will receive, following the close of said school year, a stipend in the amount of three hundred dollars (\$300). Stipends to be awarded under this section shall accompany the payroll check normally scheduled following the last day of school.

In any one year, the unused days shall accumulate. The absence calculation will be applied at the end of each school year. At the start of each school year, a teacher will have their previously accumulated days, up to the maximum, and the additional eighteen (18) days for the new school year. For a teacher who begins employment after the start of the school year the eighteen (18) day absence entitlement will be prorated for the remainder of the current school year. The maximum accumulated days of absence for the purpose of this incentive shall be one hundred eighty (180) days.

B. A benefit shall be calculated for each individual teacher who was employed with BCSC who has more than one hundred eighty (180) accumulated sick and personal days on June 30, 2007 and shall be compensated at a gross rate of \$60 per day prior to discounting.

C. The gross benefit arrived at will then be discounted from the teacher's age on June 30, 2007, until the teacher reaches the age of sixty (60). (Teachers already sixty (60) years of age or older will not have their benefit discounted.) The discounting assumptions are:

1. the assumed initial rate of growth is 4%,
2. the assumed initial rate of growth will be for 2 years,
3. the assumed rate of growth for the years remaining until the teacher is 60 years old is 7%,
4. there will be no discounting for mortality,
5. there will be no discounting for termination,
6. there will be no discounting for TRF, and
7. there will be no discounting for FICA.

D. This net benefit amount will be deposited in the teacher's VEBA account.

E. For the purposes of this section, a teacher receiving monies into their VEBA account is considered vested. Consequently, if a teacher ceases to be employed by BCSC, the teacher keeps the monies deposited into their VEBA account as of that date.

F. At retirement (as defined by Article XIV, Section 2(A), a teacher shall receive eleven dollars and twelve cents (\$11.12) per day for each day up to one hundred eighty (180) accumulated unused sick and personal days. This amount shall accompany the payroll check normally scheduled following the last day of school and shall be calculated into the teacher's final average salary for purposes of Indiana State Teacher Retirement Fund (ISTRF). If ISTRF credit is allowed for contributions to the teacher's VEBA account, the stipend shall instead be deposited into the teacher's VEBA account before June 30 of the year of retirement.

If a teacher who is eligible to retire from BCSC according to Article XIV, Section 2A passes away, the teacher is considered vested for the eleven dollars and twelve cents (\$11.12) per day for each day up to one hundred eighty (180) accumulated sick and personal days.

G. At the end of the 2007-2008 school year and thereafter, any accumulated unused sick days over one hundred eighty (180) will be bought back at the rate of forty-three dollars (\$43) per day. These monies will be deposited into the teacher's VEBA account by August 1.

H. The vendor cannot be changed without mutual agreement by the Association and the Corporation.

Section 3. Leaves, General Provisions

A. Leaves as defined within this Article may be extended. All approval for such extensions shall be made at the sole discretion of the Board following consideration of the recommendation of the Superintendent.

B. Upon return from any leave, a teacher shall be assigned to the same position, or if not, to at least a substantially equivalent position. A new assignment shall be based on a conference between the teacher and the Superintendent concerning the position or positions available for which he is qualified.

C. Teachers on unpaid non FMLA leave for one month or longer shall have the option to continue coverage under group insurance plans as provided in Article IV, Section 10 of the agreement and I.C. 20-6.1-6-1 (c).

D. Any other reason for a leave of absence not specifically set forth in this Article may be considered for granting leave with pay by the Board based on individual merits. However, this provision shall not require the Board to grant such leave with pay.

Section 4. Health Leave

Health leaves may be granted to teachers for a school year or portion of a school year with appropriate medical doctor's certification and subsequent approval by the Board.

Section 5. Leave for Pregnant Teachers

By provision of IC 20-6.1-6-4, any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

A. Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of her child, except in a medical emergency, if she notifies the Superintendent of the school corporation in which she teaches at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of the expected length of this leave and include with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this Section, immediately upon her request and certification of the emergency from an attending physician. The teacher shall notify the Superintendent in writing of a requested date of return to service following the leave. The first day of return to service following the leave shall be one which is mutually agreed to in writing between the teacher and the Superintendent, but not later than fifteen (15) school days from the date of return requested by the returning teacher.

B. All or any portion of leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available accumulated days of paid absence up to the number of days as certified by the teacher's physician. The teacher is entitled to leave without pay. This leave may be taken without jeopardy to re-employment; retirement and salary benefits, tenure and seniority rights; however, nothing herein shall be construed to grant additional rights to teachers beyond those provided in I.C.20-6.1-6-4.

Section 6. Adoptive Leave

A. A teacher may use up to 15 days accumulated paid days of absence for adopting a child 17 years of age or less. The teacher may continue adoptive leave without pay for a period of up to one (1) school year. Upon application for the adoption, the teacher shall notify the Superintendent of the intent to take such leave and the length of leave. The Superintendent shall be given as much advance notice as possible of the date of commencement of such leave.

B. Such leave shall not be considered as credit toward permanent status.

Section 7. Paternity Leave

A. When a male teacher becomes the father of a child, the teacher shall be granted 5 days paternity leave with pay, such days being deducted from the teacher's accumulated paid days of absence. The leave shall be used within one week of birth of the child or within one week of dismissal date of child from the hospital.

B. A male teacher may extend such leave, upon proper notice as required by the Employer, and be absent for a period of up to one (1) year without pay for purposes of infant child care. The leave request shall state the period and dates of requested leave.

Section 8. Family and Medical Leave Act

Notwithstanding any provision in this Agreement to the contrary, each of the parties reserves all rights and responsibilities provided employers and employees under the Family and Medical Leave Act of 1993(the Act).

Section 9. Extended Family Illness Leave

A leave of absence without pay or increment of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family, as defined in Section 11 of this Article.

Section 10. Employment Injury Leave

A. Time needed for a teacher to recuperate from any personal injury arising out of and in the course of his employment shall result in no loss of salary or days of paid absence for the remainder of the current teacher's employment contract year, or until the teacher becomes eligible for long-term disability benefits, whichever occurs first, provided that:

1. The injury results in disablement preventing such teacher from performing the normal duties required of said teacher
2. The teacher shall qualify for, request, and receive worker's compensation benefits
3. The teacher receives an amount of money equal to such benefits into the corporation's general fund.

B. This section does not limit a teacher from using days of paid absence leave instead of employment injury leave.

Section 11. Bereavement Leave

A. Each teacher shall be entitled to be absent from work without loss of compensation for a period not to exceed five (5) school days in the event of the death of a teacher's father, mother, grandparent, grandchild, brother, sister, husband, wife, child, person of similar relationship established by marriage, or any person domiciled in the teacher's home; provided, however, that in the event such person's death is the teacher's spouse or child, the teacher shall have an additional three (3) school days bereavement leave beyond the five (5) days bereavement leave provided herein. Up to two (2) of these days, if unused during the above timeframe, may be utilized by the teacher for bereavement, attending any funeral or memorial services or any business connected with the death, funeral and/or estate matters within ninety (90) calendar days from the day of death. These five (5) days shall not reduce any accumulated paid days of absence nor shall said additional three (3) school days reduce any accumulated paid days of absence.

B. If more than one death should occur at the same time in the family members as defined in paragraph A, more bereavement leave may be granted.

C. Up to two (2) days per year leave shall be granted a teacher for time needed to travel to and attend a funeral of any other relative not listed in this section or that of a close friend. It is understood that this leave may be used no more than one time per school year.

Section 12. Professional Leave

Teachers may upon request to the principal and subject to the subsequent approval of the Superintendent, or designee, visit other schools and/or attend meetings or conferences of an educational nature relating to the development of programs or curriculum. It is the responsibility of the building administrator or program director to find the appropriate substitute fund number for professional leave forms. Said request on a form mutually acceptable to the Board and the Association must be submitted in writing at least two (2) weeks in advance of the date or dates of such leave.

Section 13. Association Work Leave

Teachers, not to exceed one, who are elected to a full-time position with the Association as a State or National Association officer, upon proper written request to the Board, shall be granted a leave of absence without pay, fringe benefits, salary progression or progress toward permanent status. Time spent on such leave shall be used in determining a teacher's retirement credit, subject to the applicable provisions of the retirement plan. Such request must be received by the Board no later than thirty (30) days prior to the requested date of commencement of such leave and shall contain a statement of the expected length of the leave. Such leave shall not extend beyond the life of this Agreement. Upon thirty (30) days notice of his or her desire to again return to employment by the Corporation, such person shall be placed pursuant to the provisions of Section 3.

Section 14. Military Leave

Any teacher who is a member of an armed forces unit, Reserves, or the National Guard and who shall be required to attend a meeting or other activity of the unit during a school day or days shall be excused from said teacher's contracted obligations to the school corporation for the period of mandatory training, not to exceed fifteen (15) school days during any calendar year. The teacher's compensation for this period of time shall be the regular salary less military compensation. In the event that active duty call-up necessitates days beyond 15, the regular salary compensation will continue up to a period of one year. Applications for renewal beyond one year will be received during the 10th month of active duty.

Section 15. Jury Duty or Witness Leave

A teacher who is called to serve on jury duty or is subpoenaed to appear as a witness in court shall receive the full salary, provided the teacher remits to the payroll department any compensation received (less mileage) reimbursed for such duty. It is the teacher's responsibility to certify the amount of compensation received to the Payroll Department.

Section 16. Sabbatical Leave

A one (1) academic school year sabbatical leave shall be encouraged and may be granted to a permanent teacher, subject to the following terms and conditions:

A. Purposes for Sabbatical Leave.

Such leave must be for one (1) of the two following purposes:

1. Graduate study in an accredited institution of higher education.
 - a. A minimum of nine (9) semester hours of approved, accredited work on campus each semester is required. A detailed description of courses to be taken must be submitted with the application.
 - b. No credit will be allowed for summer sessions.
 - c. Proof of acceptance in graduate school must accompany application.
2. Research in education or subject field.

a. Observation of school and/or other sources of information related to education and subject matter thereof. A detailed statement, outlining the general subject of investigation and approach to be taken, must be submitted with the application.

b. At the expiration of such leave for research, a written report shall be presented to the Board for giving: an account of the data studies; a list of the schools, industries, laboratories or libraries visited; and the results of the investigation.

B. Eligibility.

Eligibility for application for sabbatical leave shall be subject to the following terms and conditions:

1. Any certified teacher with seven (7) years of continuous service as a teacher in this corporation shall be eligible to apply for sabbatical leave after being placed on permanent basis.

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

3. Said teacher shall remain a member of the bargaining unit during the sabbatical leave.

C. Application Procedure.

Applications shall be processed as follows:

1. Applications shall be made in writing by eligible teachers to the Superintendent and state the purpose for which the sabbatical is requested, as well as any information required in paragraph A above.

2. The purposes and itinerary for such leave must be set forth in detail and submitted in writing with the application.

3. All applications must be submitted to the Superintendent on or before March 1 for leave beginning the following school year.

4. At the discretion of the Superintendent, shorter notice may be acceptable to the Superintendent depending upon the nature of the opportunity or emergency arising.

5. The number of applications approved in any one year shall not exceed two (2) teachers, who are otherwise eligible hereunder.

D. Approval of Leave.

All approvals for such leave shall be made in the sole discretion of the Board, following consideration of the recommendation of the Superintendent.

E. Term.

Such leave will be granted for a definite, stated period which may not exceed one (1) academic year. In the event of illness or disability that qualifies for long-term disability insurance benefits, the teacher may elect to terminate the sabbatical leave and resume regular employment status hereunder.

F. Financial Compensation.

Financial compensation for such leaves shall be subject to the following terms:

1. The teacher, when accepting such leave, shall sign a written agreement pledging his immediate return to the Bartholomew Consolidated School Corporation for employment of not less than two (2) years at the expiration of such leave and pledging refund of any compensation previously paid in the event of circumstances provided in subparagraph (3) below.

2. Subject to the other provisions of this article and the agreement in F1. above, the teacher shall be paid at the level of a bachelor's degree teacher with no experience in ten (10) equal monthly, or twenty-six (26) equal bi-weekly installments beginning during the first month of the sabbatical leave which follows the receipt of the teacher's last paycheck for the prior academic school year.

3. Failure to comply with the provision of this article or the agreement in F1. above, will result in loss of any compensation yet to be paid and/or immediate refund of any compensation previously paid for such leave.

4. Teachers on such leave shall, upon their return to employment with the Corporation, be placed on the salary schedule as though they had been teaching in the school system the previous year, providing they do not exceed the one (1) year limit provided in E, above.

G. Other Considerations.

1. Membership in any group insurance program in which the teacher is participating prior to the leave may be continued by the teacher while on sabbatical leave with the teacher's share of the premiums being deducted from each monthly check.

2. Acceptance of fellowships or like source of supplemental income is permissible so long as they do not impede fulfillment of the purposes for which the sabbatical is granted.

3. The administration will assign the staff member, upon his return to the corporation, to his former or substantially equivalent position.

H. Change in Plans.

1. Any change in plans from those contained in the original application must be submitted in writing to and subject to the approval of the Superintendent and the Board.

2. Failure to give such notice and/or failure to receive such approval shall render the agreement between the Board and teacher null and void.

I. Funding.

The intent of the parties is that the general fund of the School Corporation would not be the source of funding of sabbatical leaves, but that such funding would be by private donations, grants, gifts, or other categorical funding by the state or federal government.

Section 17. Voluntary Leave

A leave of absence for up to one school year without pay and fringe benefits may be granted solely at the discretion of the employer to a permanent teacher provided the teacher properly requests such leave in writing to the Superintendent at least sixty-five (65) calendar days prior to the requested start of leave. Such request shall include the exact dates requested for the starting and ending of the leave. Any leave granted will be conditioned on the employer's obtaining a replacement teacher that the employer determines is properly licensed and sufficiently qualified to replace the teacher in all duties of the teacher. In the event the employer fails to obtain such replacement by thirty (30) calendar days prior to the requested start of said leave, the teacher shall be required to return to his or her position and forego any such requested leave. Any unemployment compensation the employer may have credited to its experience account or be required to pay to any such replacement teacher upon the return of a teacher from leave shall be reimbursed to the employer by the teacher to whom such leave was granted. Such reimbursement shall occur within fifteen (15) days after distribution of each unemployment check to said replacement teacher.

Voluntary Leaves will not be granted to teachers who while on leave will receive compensation for work performed excepting work as part of a professional development project, a university work study program, or in the best interests of the corporation.

ARTICLE IV INSURANCE

Section 1. General Insurance Provisions

A. The Bartholomew Consolidated School Corporation Health Trust was established by the BCSC Board of School Trustees to hold, invest and reinvest Trust Funds; and pay benefits with the health and dental plan from the assets of the Trust through the plan supervisor. The Trust is regulated by the Trust Agreement, effective January 1, 1994, as amended.

B. The exact coverage provided and effective dates of such coverage under insurance programs provided pursuant to this Agreement are set forth in separate insurance policies which are incorporated into this Agreement by reference. The provisions of such policies shall determine the exact coverage and effective dates provided by this Agreement in the event of any dispute concerning same.

C. As the parties determine they shall meet for the purpose of reviewing the insurance programs provided pursuant to this agreement and to discuss such programs to assist the employer in determining whether or not it may be desirable to rebid such programs or to consider new programs at the appropriate time. Changes in the insurance programs provided pursuant to this agreement including but not limited to the carrier, coverage or employee contribution level may only be made by mutual agreement of the parties in accordance with Article XVIII of this agreement.

D. The effective date of insurance coverage for new teachers shall correspond to the effective date of the new teachers' contract and receipt of the new teachers' program enrollment card to the Office of Personnel. The effective date of insurance coverage for teachers changing from single plan to family plan or vice versa, shall be no later than two (2) weeks after date of receipt of the teacher's program enrollment card to the personnel office. It is understood that this section is subject to the provisions of the master insurance policy, and that the policy in event of conflict with this section shall control.

E. A teacher must regularly work a minimum of 50% of a contractual work week to be eligible for insurance benefits under this Article and must pay a pro-rated amount for these benefits based on the percentage they work of a contractual work week.

F. Beginning July 1, 2010, the spouses of BCSC employees will not be eligible for BCSC's health insurance if the spouse is eligible for health insurance through his/her employer. Beginning July 1, 2010, the spouses of BCSC employees will not be eligible for BCSC's dental and vision insurance if the spouse is eligible for such insurance through his/her employer. A HIPAA qualifying event supersedes the spousal exclusion provision above. If an employee is found to be in violation of this provision, the claims for the spouse will be the responsibility of the employee from the time the violation began.

Section 2. Group Life Insurance

A. The Board shall provide \$55,000 of Group Term Life Insurance and \$55,000 of Accidental Death and Dismemberment Insurance on twenty-four (24) hour coverage for teachers enrolled in the group life insurance program. Such coverage shall be subject to the same terms and conditions as previously existed. A reduction of 9% per year in benefits after the attainment of age 70 will apply to active employees. All insurance will terminate at retirement with conversion rights. Life insurance protection terminates with the last day of employment.

B. Each teacher who does not enroll in the Corporation's health/hospitalization/major medical insurance program pursuant to this Article, and who otherwise was eligible to so enroll, will receive an additional \$25,000 in group term life insurance.

C. The Board shall pay all but \$2.00 of the annual cost of the Group Life and Accidental Death and Dismemberment policy.

Section 3. Health/Hospitalization/Major Medical Insurance

A. The health/hospitalization/major medical insurance coverage provided hereunder shall continue during the term of this Agreement.

B. In calendar years 2009 and 2010, the School Corporation shall pay 86% of the fully funded premium equivalent and the teacher will pay the remainder. In calendar year 2011, the School Corporation shall pay 85% of the fully funded premium equivalent and the teacher will pay the remainder. In calendar year 2012, the School Corporation shall pay 84% of the fully funded premium equivalent and the teacher will pay the remainder. In calendar year 2013, the School Corporation shall pay 83% of the fully funded premium equivalent and the teacher will pay the remainder.

C. The teacher must elect to participate by executing the proper forms at the time of initial employment. The teacher shall have 30 days from initial employment to enroll in insurance benefit programs. Benefit enrollment forms will be available on the BCSC webpage. If a teacher chooses not to enroll in the health insurance program, or drops coverage for any reason (including, but not limited to leaves of absence) the health benefits will be forfeited in the future unless there is a HIPAA-qualifying event (birth of a child, marriage, divorce, spouse loss of a job, death of a spouse), which must be acted on within 30 days of the qualifying event. If a teacher chooses not to enroll in the health insurance program, the teacher will be eligible for additional group life insurance pursuant to Section 2B above.

D. There will be two (2) plan options teachers can choose from for their health coverage. The provisions for each of these options are listed in Appendix P. Please note that a mail order prescription is for a 90 day supply. The plan option an employee selects is effective for two (2) calendar years.

E. In order to promote a self-insured Health Trust that is fully reserved, the premium-equivalent for each of the health options will be set based on 100% of expected costs up to a maximum of 115% as determined by the reinsurer and the third-party administrator for that year. If reserves at the time employee premium equivalents are set for the immediately-following calendar year are expected to end the current year at less than 30% premiums will be based on 100% of expected costs plus the difference between 30% and where reserves are expected to be at the end of the current year, but no higher than 115%. In the final year of this agreement (2012-2013), the premium-equivalent for each of the health options will be set based upon 115% of the expected costs unless a recommendation of a third party consultant and the Health Trust recommend a level between 100% and 114%. The Health Trust will be considered to be fully reserved when cash and investments for the Trust equal 30% of expected costs for a given year. At the end of each calendar year, if expected cash and investments exceed 30% of the-immediately-following calendar year's expected costs, 50% of these monies will be used to "buy down" the premium-equivalent rates for the immediately-following calendar year. The monies in this account shall not be used for any purpose other than those outlined in this paragraph.

F. Beginning July 1, 2010, coverage for gastric by-pass surgery and its complications will no longer be covered by this Health/Hospitalization Plan.

G. The Board shall allow teachers who retire before the age of sixty-five (65) years to continue to participate in the health/hospitalization/major medical insurance program. The premium, as determined in Section E above, shall be paid by the retired teacher. The teacher must be fifty (50) years of age and have (10) years of service in the Corporation or over 55 years of age with at least five (5) years of service in the Corporation. A retired teacher's eligibility to continue insurance ends when the teacher becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq., or when the employer terminates the health insurance program. A retired teacher who is eligible for insurance coverage may elect to have the employee's spouse covered (subject to Spousal Exclusion as stated in Section 1, F, of this Article) under the health insurance program at the time the employee retires. If a retired employee's spouse pays the amount the retired employee would have been required to pay for coverage selected by the spouse, the spouse's subsequent eligibility to continue insurance under this section is not affected by the death of the retired employee. The surviving spouse's eligibility ends on the earliest of the following:

- (1) When the spouse becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq.
- (2) When the employer terminates the health insurance program.
- (3) Two (2) years after the date of the employee's death.
- (4) The date of the spouse's remarriage.

Section 4. Dental Insurance

Each contract teacher and his/her immediate family members may elect to be covered by a full service dental program paid for by the Board at fifty percent (50%) of the family rate and fifty percent (50%) of the single rate which meets the following minimum specifications:

- A. 100% No deductibles - Preventive cleaning, oral examinations, emergency office visits, space maintainers, fluoride applications, and x-rays.
- B. 80/20 coverage - Basic/General Services which cover the following:
Extractions, Fillings, General Anesthetics, Injectable, Antibiotics, Periodontics, Oral Surgery, Endodontics, and repair of Prosthetic Devices.
- C. Maximum \$1500 per year per person.
- D. Ortho - \$1000 lifetime
- E. TMJ - \$1000.
- F. Calendar year deductible shall be \$50 single; \$100 family.
- G. Open enrollment for dental shall be available through December 31, 2006.

Section 5. Long Term Disability Insurance

- A. The Board shall provide long-term disability for all teachers to the extent of sixty-six and two thirds percent (66 2/3%) throughout the terms of the disability. The Plan shall carry a Consumer Price Index with yearly escalator for those on disability and shall not coordinate with teacher retirement disability.
- B. Long term disability will become effective ninety (90) calendar days after the teacher becomes disabled and may continue until age seventy (70).
- C. The Board assumes the entire cost of the Income Protection Plan.

Section 6. Vision Insurance

The Board shall provide a single or family vision care plan for all teachers. The Board will assume the entire cost of the plan.

Section 7. Supplemental Life Insurance

The Board will make available, provided an insurance company is willing to write, a group supplemental life insurance program covering the teacher, teacher's spouse and/or children. This benefit shall be paid in full by the teacher.

Section 8. Disability Benefits

Daily coverage of disability will be made available to be paid for in full by teachers to supplement the Long Term Disability Insurance provided by the School Corporation.

Section 9. Employee Assistance Plan

An Employee Assistance Plan through Solutions, Inc. is available to all BCSC employees. This plan includes one to five visits available to employees and members of their immediate families. The entire cost of this service will be paid by the School Corporation.

Section 10. General Information

Teachers on unpaid non-FMLA leave for one (1) month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date.

ARTICLE V

SALARY AND WAGE PROVISIONS

Section 1.

Basic salaries of teachers for 2009-10 are set forth in Appendix A which is attached hereto and incorporated herein as a part of this Agreement. Teachers will receive a one-time payment of 1.0% of their base salary within thirty (30) days of ratification of this contract. Those teachers at the top of the Bachelors, Bachelors + 15, and Masters salary schedule who were also at the top of the salary schedule for 2008-2009 and therefore did not receive an increment in 2009-2010 will receive a one-time payment of 1.25% of their base salary within thirty (30) days of ratification of this contract. (Stipends are included in Appendix A-1.)

Section 2.

All teachers shall receive full credit on the salary schedule for outside teaching experience in state accredited educational institutions. No teacher shall be employed in excess of credit authorized by this schedule.

Section 3.

Adjustments to Higher Salary Scales. Adjustments to higher salary scales may be presented to the Board two (2) times each year for experience credit or for graduate level credit completed prior to the first day of each semester. The open period to deliver to the employer proper certification, such as official transcripts, of such graduate credit shall be within thirty (30) days of the start of each semester.

Section 4. Pay Options

Basic salaries for teachers shall be paid according to the following options:

- A. Twenty-six (26) equal installments, eight (8) of which are to be distributed prior to December 31.
- B. Twenty-six (26) equal installments, eight (8) of which are to be distributed prior to December 31 and every two (2) weeks thereafter, with teachers having the option of receiving the balance of their checks normally mailed after the close of school on the last teacher day of the school year. The teacher selecting this option must notify the Business Office in writing no later than July 31 prior to the beginning of the school year.
- C. New teachers will be paid in 27 equal installments nine (9) of which are to be distributed prior to December 31 for the first year of employment and will be paid according to options Article V, Sections 4 A and B thereafter.
- D. All teachers shall have their checks directly deposited to a bank of their choice, which is on the clearinghouse network.

Section 5. Extended Contracts, Non-Athletic Assignments, and Athletic Assignments

- A. Compensation for non-classroom and extra-curricular responsibilities are set forth in Appendices B and C which are attached hereto and incorporated herein as a part of this Agreement. Such salary schedules for additional compensation shall remain in full force and effect for the term of this Agreement.
- B. It is understood that Stipended and Extended Contract Personnel have duties that fall outside of the regular school day and school year.
- C. A teacher may have the option of receiving their monetary stipend for these responsibilities in one check once that particular service is completed or, if the amount is \$1,000.00 or more, throughout the year.

D. The Extra Curricular Activities (ECA) Committee will be responsible for evaluating requests to add or alter positions in Appendices B and C.

E. The summer school administrator and C.E.A. President will utilize the summer school staffing process outlined in B.C.S.C. Procedure 4-2-13-16(1) (Appendix K) to select summer school teachers. In the event of tied scores, the Summer School administrator retains the right to determine specific assignments for course selections based on certification and staffing needs.

In order to be eligible for appointment to a summer school teaching position, an applicant must be licensed to teach any course for which the person applies which requires a teacher's license. Teachers participating in a Professional Assistance Program are not eligible for summer school positions. Teachers who receive an unsatisfactory summer school evaluation are not eligible for summer school positions during the next summer school period. Summer school evaluations shall be maintained only in the summer school administrator's file.

Summer school teachers will be required to find, and pay, their own substitutes. The job sharing option is not available during summer school.

Section 6. Advanced Salary/Professional Growth Incentive

A. Beginning with 2004-05 school year the following took effect:

1. Teachers who were receiving Advanced Salary at the end of the 2003-04 contract year will continue to receive compensation under Advanced Salary. The monetary amounts at the end of 2003-04 and the teacher's position within the various steps were frozen for the remainder of this Agreement as outlined in Appendix M.

Additional compensation for credit hours will be available through the Professional Growth Incentive plan for teachers who remain on the Advanced Salary Schedule.

2. Advanced Salary was discontinued at the end of 2003-04 contract year, except for those teachers who met the criteria described in number one (1) above.

B. Professional Growth Incentive Plan

The Purpose of the *Professional Growth Incentive* is to improve the professional competence of the teaching personnel of the Bartholomew Consolidated School Corporation.

The improvement of professional competence involves enlarging the intellectual perspective of the teacher in terms of:

1. Increased knowledge of subject matter, including new advances in a particular discipline.
2. Increased awareness of new teaching techniques, technological capabilities, and methods.
3. Increased cultural acuity, including further study in the behavioral science, fine arts, and through directed and credited travel.

All classroom teachers and other personnel whose salary is determined by the basic schedule who have been employed at least one year in the Bartholomew Consolidated School Corporation and have earned a Master's degree prior to the time of application are eligible. (The date of graduation will be considered the official date for receipt of the Master's degree.)

Courses must be at the graduate level and pre-approved by the *Professional Growth Incentive Committee*. Reimbursement will be \$250 per credit hour up to 12 credits (or 180 CRU's) per school year. If needed, a lifetime monetary limit for the *Professional Growth Incentive Plan* will be established by the Discussion Team.

A grade of B- or above must be obtained in all courses applied toward credit on this schedule. Any approved course which is evaluated on a Pass-Fail basis shall be granted *professional growth incentive* credit on a Pass grade.

All courses must be taken through a university or college accredited by the North Central Association of Colleges and Secondary Schools or a similar accrediting agency.

Exception #1

Where no approved graduate courses are available or never offered by an approved college or university, technical, trade or vocational institute, courses taken by direct attendance or by correspondence may be submitted to the *Professional Growth Incentive Committee* for review in accordance with the following procedures:

- A. The institution or school must be accredited by one or more of the approved agencies.
- B. Where no semester-hour equivalency is specified by the institution offering the course(s), a semester credit hour will be granted for each 30 hours of assigned work, or in special cases, equivalency will be established in consultation with the accrediting agency involved.
- C. Such technical, trade and vocational courses as indicated above are limited to an equivalency of twelve (12) semester hours.
- D. All other requirements for approval of *Professional Growth Incentive* salary credit are applicable.

Exception #2

Distance Learning courses not available through an accredited university must be approved and accredited by one or more of the following agencies:

- A. National Association of Trade and Technical Schools
- B. National Home Study Council
- C. Accrediting Commission for Business Schools

Courses taken in related fields should contribute to a teacher's growth and understanding of:

- a. pertinent related disciplines
- b. newer practices of methodology, such as ways of teaching traditional content, increases knowledge or electronic teaching devices, and programmed learning techniques
- c. statistical measurement
- d. linguistics
- e. logic
- f. educational philosophy and learning therapy
- g. principals of human engineering and group dynamics (Example: National Training Laboratories sponsored by NEA)
- h. if a teacher is temporarily teaching out of his/her major field at the request of the administration

An application blank may be found in Appendix N. Upon completion of the application form by the teacher, teachers should submit the form to their referring principal for his/her signature and then submitted to the Human Resources Office for review by the *Professional Growth Incentive Committee*.

Course Substitution

If upon registration at the college or university, an applicant finds that an approved course is not offered, is offered at the same time as another approved course, or that the class is full, he/she may request approval of a substitute course by submitting a request to the *Professional Growth Incentive Committee*.

If the proposed alternate course meets all other requirements of the *Professional Growth Incentive* and the *Assistant Superintendent of Human Resources* determines that the course would be acceptable to the *Professional Growth Incentive Committee*, emergency approval will be granted and the applicant informed of the action to be taken.

Final review and approval of the request for course substitution will be considered by the *Professional Growth Incentive Committee* at its next regularly scheduled meeting.

Application Timeline

Applications for course of study approval must be submitted to the *Assistant Superintendent of Human Resources* on or before August 1, November 1, January 1 or May 1 to be considered at the next meeting of the *Professional Growth Incentive Committee* which shall take place that same month.

Tentative approval for workshops, conferences, and seminars may be attained through the *Assistant Superintendent of Human Resources* if such credit activities are announced or scheduled at times other than the submission dates outlined in the paragraph above.

Evaluative Procedures

A *Professional Growth Incentive Committee* appointed by the *Assistant Superintendent of Human Resources* in collaboration with CEA will review each application and give final approval to the course/workshops in accordance with the principles previously outlined.

The *Professional Growth Incentive Committee* shall be composed of the following members:

Three (3) classroom teachers

Three (3) administrators (1 *Assistant Superintendent of Human Resources*, 1 Curriculum Director, 1 Building Principal)

The three shall represent the three levels of the school system: elementary, middle school, and high school.

The *Professional Growth Incentive Committee* shall meet within ten (10) days after the four dates mentioned previously to review the applicants and to take appropriate action.

All applicants shall be notified by letter of approval or disapproval of their applications as soon as the *Professional Growth Incentive Committee* has taken official action. If an application is disapproved, the letter will include a statement of the reason(s) for disapproval and outline the steps (including the timelines) to appeal the decision.

Course completion

A transcript or other verification of course completion and grade must be submitted to the Human Resources Office for reimbursement.

Compensation under this section will be recognized and paid in the school year semester following the satisfactory completion of the course work.

Section 7. Extra Pay

A. Each teacher directed to take part in in-service training, curriculum writing, workshops, or training seminars which take place outside of regular school hours, will be reimbursed at the rate of Twenty Dollars (\$20.00) per hour of actual attendance in such training.

B. It is understood that teachers will not be expected to remain at school or to return to school after their contractual day is completed. Teachers who are scheduled to supervise extracurricular athletic events when there is an admission fee charged, will be paid at least \$10.00 per event worked. Duties such as graduation, dances, PTO sponsored events and other unpaid activities that require teacher supervision will be filled on a voluntary basis.

Section 8. For available payroll deduction, see Article XII, Section 6

Section 9. Mileage

During the term of this Agreement, teachers shall receive the same rate noted in the Federal Internal Revenue code tax regulations per mile for authorized travel in the course of their regular or extracurricular assignment, provided that such extra-curricular travel is outside corporation boundaries. Certified staff shall be made aware of the rate at the beginning of the year as well as at any time the rate changes.

Section 10. Teacher Retirement Fund Board Contribution

The Board will pay the three percent (3%) Teacher Retirement for each member of the bargaining unit. The Indiana State Teacher Retirement Fund compensation is based on total school corporation earnings for the bargaining unit member during the year.

ARTICLE VI

HOURS

Section 1.

The establishment of the school calendar, including such matters as: days when the students are in attendance, days when the teachers are on duty and the students are not in attendance, days for special activities and conferences, days when school shall not be in session and all other such matters, shall continue to be within the sole responsibility and authority of the Board, provided, however, that teachers, both through the Association via the Formal Discussion Committee and individually, shall have opportunity for meaningful input concerning the establishment of such calendar. The length of the school year for teachers shall be 182 1/2 days, to be comprised as follows:

* 180 student instruction days;

* The first teacher contract day (the schedule shall be developed by the building Continuous Improvement Council [CIC])

* Inservice days as provided through Indiana Department of Education

* Records days: 1 day at the end of first semester 1/2 day at the end of second semester. Teachers will not be required to attend meetings during records days.

*Teachers providing services to students in school districts that begin or end their school years on different dates than BCSC shall submit a calendar for the school year to their supervisor for approval so that teachers work no more than 182.5 days.

Section 2.

If, during the term of a teacher's contract:

A. The school is closed by order of the

1. School corporation; or
2. Health authorities; or

B. School cannot be conducted through no fault of the teacher. The teacher shall receive regular payments during that time. However, whenever a canceled student instructional day (as defined in IC 20-10.1-2-1) is rescheduled to comply with IC 20-10.1-2-1, each teacher shall work on that rescheduled day without additional compensation.

Section 3.

A. The beginning and ending times of the regular school day (seven (7) hours and thirty (30) minutes) for all teachers covered by this Agreement shall be determined by the respective Building Principals or Program Directors. Such seven hours and thirty minutes will be a continuous period except as otherwise consented to by the Association and the Administration. The regular school day shall include teaching periods, preparation time, lunch periods, and such other duties and responsibilities assigned by the Building Principal on an equitable basis to facilitate the effectiveness of the building schedule and educational program. Extensions of the regular school day may include:

1. Faculty, Grade Level, and Department Meetings. It is understood that they will be as brief as is reasonably possible, with routine matters handled through memoranda, staff notes, and the teacher advisory council. Faculty meetings will focus on inservice opportunities and/or issues requiring staff input and will commence immediately following the student day. The CIC will as part of their responsibilities work in conjunction with the principal in determining the number, time and agenda for faculty meetings.
2. Teacher-Administrator, Teacher-Teacher, Teacher-Student and Parent- Teacher Conferences. They will be held as often as necessary and at times as mutually agreeable to all parties as possible. It is recognized that it is desirable to

give the teacher as much advance notice as possible to prepare for conferences.

By the first week in September, each building's CIC shall have a plan in place for parent-teacher conferences. Such plans require approval by 66% of the certified staff. A copy of each plan shall be provided to the CEA President and to the Superintendent. Conferences may be held in a variety of formats including, but not limited to, face-to-face, email, and telephone – depending upon preference and availability of the parents and teachers.

3. Extra-Curricular Duties and events shall be filled on a voluntary basis to the extent possible. If sufficient volunteers are not found then the principal may assign teachers to up to three (3) such supervisory duties per year. In no case shall a teacher be required to work more than a total of three of these events

4. Curriculum, Syllabus, Textbook, Planning and Program Related Meetings.

a. It is understood that whenever possible these activities will be scheduled during the summer months. The steering committee members responsible for the revisions to the School Improvement Plans at each building may receive three (3) half-days of release time to prepare the report(s).

b. The curriculum meeting anticipated during extensions of regular school hours under this paragraph shall be those meetings called for such things as: planning, preparing, writing and revising curriculum Teachers will receive compensation as detailed Article V, Section 7.

c. It is understood that other kinds of activities that extend the regular school day may be requested of teachers, but shall be voluntary on the part of the teachers.

d. It is understood that in the case of a required activity that extends the regular school day, a teacher may be excused for good cause with the prior knowledge of the principal or designee.

e. It is understood that in the case of personal matters necessitating leaving or arrival times varying from the established times of the regular school day, such variations may be arranged in advance with the principal or designee.

f. In order to provide a time when all CEA Faculty Representatives can attend a meeting of the Association, no corporation required meetings shall be held on the first Tuesday of the month.

g. Members serving on CIC's will not be required to serve on other building or district committees. In addition serving as co-chair of a CIC may qualify as a duty.

Section 4.

A. Each full-time teacher's daily working schedule shall be arranged to provide thirty (30) continuous minutes between 10:00 a.m. and 2:00 p.m. for a period free of duties for lunch.

B. Teachers may leave the buildings or place of duty during the 30 minute lunch period and/or prep time. It is recommended that the teacher inform the principal and/or designee that he/she will be out of the building.

C. Teachers may leave the buildings or place of duty during the school day for emergency purposes after first obtaining permission from their Principal or designee.

D. All teachers will be provided no fewer than 200 minutes of teacher plan time free of duty, supervision, or travel during the regular contracted week for each full five day week. In developing the building schedule the CIC will create a plan that guarantees such 200 minutes per week. Exceptions to this would occur when the teacher day is extended by items enumerated in Article VI, Section 3, Subsection A. Any teacher who is required to give up his or her-regularly scheduled plan time for a required meeting or assignment as verified by the building principal or program director shall receive the \$20 curriculum rate of pay for this period.

E. Part-time and shared teachers shall receive plan time and assigned duties in proportion to their contracted workday.

1. Teachers who travel between buildings will be given both adequate travel and contractual preparation time.
2. Full time equivalency is determined by the number of minutes taught by a full-time, non-traveling teacher at the building with the greatest number of teaching minutes.
3. When a teacher believes there is inequity in his/her daily schedule he/she should ask for a meeting with the building principal and the building CEA representative .

Section 5.

A. Substitute teachers are hired to be responsible for students when a teacher is absent from work. When a substitute teacher cannot be hired before the teacher day begins, seeking a replacement will be in the following recommended order:

1. Teacher assistants who are eligible as substitute teachers.
2. Volunteers among certified teachers who have preparation time during the replacement period or volunteers to combine two classes into one large class to be supervised by one certified teacher.
3. Upon the occasion when no volunteer can be found an administrator could serve as a replacement or assign a replacement on a rotating, equitable basis.

B. Any aforementioned teacher will be compensated monetarily for each assignment he/she serves as a replacement during his/her unassigned time. Compensation will be \$20 per assignment.

C. Certified teachers may voluntarily take each other's classes for a specified part of the day during a semester without receiving compensation upon approval by the building principal.

ARTICLE VII NON-DISCRIMINATION

The provisions of the Agreement shall be applied without regard to political activity, race, creed religion, color, national origin, age, sex, martial status, sexual orientation, disability or language proficiency. All references to gender in this Agreement shall apply equally to either sex.

ARTICLE VIII

FORMAL DISCUSSION

Section 1.

Both parties agree to meet no less than once each month, upon request by either party, to formally discuss and to provide meaningful input and exchange of points of view, with respect to Section 5 items of Public Law 217. This chapter may not be construed to limit the rights of the school employer and the exclusive representative to mutually agree to the matters authorized under IC 20-7.5-1-5:

- Working conditions other than those provided in Section 4 of Public Law 217 (bargainable items)
- Curriculum development and revision
- Textbook selection
- Teaching methods
- Hiring, promotion, demotion, transfer, assignment, and retention of certificated employees, and changes to any of the requirements set forth in I.C. 20-6.1-4
- Student discipline
- Expulsion or supervision of students
- Pupil teacher ratio
- Class size or budget appropriations

The Formal Discussion leaders shall be the Superintendent, or designee, and the CEA Discussion Chair or designee. Each Discussion leader shall appoint five (5) persons as members to serve with the leaders as the Discussion committee. Additional persons may be invited to attend Discussion meetings to provide information and input on Discussion topics; however, such persons shall not be deemed members of the Discussion committee.

Section 2.

The Formal Discussion committee shall meet within ten (10) school days following the official enrollment date in the fall and within ten (10) school days following the start of the second semester for the purpose of reviewing class size data and discussing teaching loads and instructional staff ratios.

Section 3.

Discussions, as provided under this Article, may result in resolutions. When such resolutions pass the above Committee by two thirds (2/3) vote of the membership of the Committee, the Committee shall submit the resolution to the Board for its consideration. A quorum of at least four members from each party must be present in order to adopt any resolution. Nothing herein shall prevent the Superintendent from making any recommendations to the Board regarding such resolution.

Section 4.

There shall be no reprisal against any person because of his participation in Formal Discussion proceedings.

ARTICLE IX VACANCIES AND TRANSFERS

Section 1. Posting of Vacancies

A. Notice of vacant or new positions for which the Association is recognized as the exclusive bargaining agent as provided in Article I, shall be posted for a minimum period of five (5) days excluding weekends and holidays.

B. All vacancies shall be posted on the corporation web site. The Association President will be notified of all postings. Nothing in this section shall prohibit the employer from filling the vacancy on a temporary basis.

C. Any qualified teacher employed by the Board may apply for transfer to a vacant position posted in accord with paragraph A. and B. of this section. A “qualified teacher” within the meaning of this section is defined as one who is licensed for the position applied for or one who has appropriate educational credits which are acceptable for certification in the position applied for.

D. For purposes of this article, the existence of a vacancy in a position described in paragraph A. of this section shall be determined by the Superintendent.

Section 2. Transfer Request Procedure

A. Teachers who desire a change in grade and/or subject assignment should notify their building principal and indicate such on the Spring Staffing Survey. Teachers who desire to transfer to another building, shall indicate that desire on the Spring Staffing Survey to be completed by March 15.

B. The Human Resource Office will make a reasonable attempt to notify, by mail or other means, any teacher who requests such notice from the Human Resource Office of any vacancies which occur during the summer. It shall be the responsibility of the teacher to keep the Human Resource Office informed as to any change of address or telephone number during the summer.

C. Teachers interested in a vacancy need to complete an internal application on-line in order to communicate their interest in the position. Teachers will participate in an interview with a building administrator and other subject or grade level teachers, department coordinators or program leaders to determine agreement of placement. No assignment of teachers will be made until the employer has interviewed those teachers with active transfer requests. Upon request by the teacher, specific written reasons for denial of said teacher’s transfer request will be provided.

D. The Board reserves the right to make reassignments and/or transfers on the basis of the curricular needs of the school, district needs, teacher qualifications and experience, and corporation seniority in a grade level or subject area and in the building. The Board will provide verification of above noted qualifiers. When a reduction in the number of teachers in a school is necessary, all volunteers shall first be transferred.

E. Teacher transfers should be finalized at least twenty (20) days prior to the start of school in cases of a qualified teacher having applied. All later vacancies will be filled as soon as possible upon notification of the Board of the vacancy.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Purpose

It is the objective of the Board and the Association to have all grievances resolved informally or at the earliest possible stage of this grievance procedure.

Section 2. Definition

A. A “grievance” is a claim, submitted by a grievant, that there has been a violation or misinterpretation of a specific article or section of this Agreement.

B. A “grievant” may be a teacher or group of teachers or the Association.

C. A “day” when used in this Article shall refer to teacher days as that term is used in the school calendar. During the summer recess, however, the term shall mean weekdays (Monday through Friday).

Section 3. Informal Procedure

Before submitting a written grievance, the grievant shall attempt to resolve the grievance informally by contacting the building principal or his designee concerned within twenty (20) days of the time that the grievant knew, or reasonably should have known of the grievance. The building principal or his designee shall respond in writing to the grievant within five (5) days of notification of the problem. The grievant and the person so contacted shall discuss such grievance at a mutually acceptable time and place. The grievant may choose to have an Association representative, the Association building representative or another teacher in the building present at the informal grievance step. If an Association representative other than the building representative is present at such informal grievance, then the building principal or his designee may also have an administrative representative in attendance.

Section 4. Formal Procedure

Step One - Building Principal or Designee

A. If resolution is not achieved through discussion with the building principal or his designee, a formal written grievance may be presented. The grievance, on the form attached as Appendix “D”, shall state the specific provision of the Agreement violated and the relief requested. The grievance shall be dated and signed by the grievant. Such written grievance must be received by the building principal or his designee within five (5) days of the Informal Grievance discussion.

B. The grievant may request a meeting with the building principal or his designee in an effort to resolve the grievance. Such request for a meeting shall be submitted in writing at the time such grievance is submitted. If such meeting is requested, the building principal or his designee shall arrange such meeting within five (5) days, unless an extension of such limit is mutually agreed to by the grievant and the building principal or his designee. If no meeting is requested, the building principal or his designee shall submit his response in writing to the grievant within five (5) days after receipt of the grievance. If a meeting has been requested by the grievant, the building principal or his designee shall submit his response in writing to the grievant within five (5) days following the grievance meeting date.

Step Two - Superintendent

A. If resolution is not achieved through the written response in Step One, the grievant may submit the grievance to the Superintendent or his designee. The grievance must be received by the Superintendent or his designee within five (5) days of the grievant’s receipt of the written response in Step One.

B. The grievant may request a meeting with the Superintendent or his designee in an effort to resolve the grievance. Such request for a meeting shall be submitted in writing at the time the grievance is submitted to the Superintendent.

If such a meeting is requested, the Superintendent or his designee shall arrange such meeting within five (5) days, unless an extension of such time limit is mutually agreed to be the grievant and the superintendent or his designee.

If no meeting is requested, the Superintendent or his designee shall submit his response in writing to the grievant within five (5) days after receipt of the grievance.

If a meeting has been requested by the grievant, the Superintendent shall submit his response in writing to the grievant within five (5) days following grievance meeting date.

Step Three - Arbitration

A. If resolution is not achieved through the written response in Step Two, the Association may submit the grievance to arbitration. If the Association elects to submit the grievance to arbitration, a letter requesting arbitration with a copy to the Superintendent, shall be sent by the Association to the American Arbitration Association, within twenty (20) days of the written response in Step Two. The American Arbitration Association shall submit panels of arbitrators to each of the parties and the selection of an arbitrator and the conduct of the arbitration proceedings shall be according to its rules.

B. The decision of the Arbitrator shall be final and binding on the parties.

C. The arbitrator's jurisdiction shall be strictly limited to rendering an opinion regarding a grievance as defined in Section Two, above. The arbitrator shall have no power to directly or indirectly: amend, alter, add to, subtract from or supplement provisions of this Agreement nor to allow his judgment to in any way infringe on the rights of management provided by law or under this Agreement. The Arbitrator shall be bound by and comply with all Indiana and federal law.

D. The parties may submit more than one grievance at the same arbitration hearing if they agree in advance to do so in writing.

E. The expenses and fees of the arbitrator shall be shared equally by the parties.

F. The parties may agree to use the expedited procedure of arbitration of the American Arbitration Association.

G. The Arbitrator may consider relevant past practice and custom as an aid in interpreting ambiguous or vague contract language.

However, past practice or custom not based in an express provision of the Agreement shall not be considered binding unless it is placed in writing and signed by both parties.

Section 5. Provisions Relating to the Grievance Procedure

A. A grievance must be processed within the time limits set forth in the foregoing provisions.

B. If the grievance is filed by the Association as grievant, and if such grievance is limited to one school, the grievance shall be submitted to the building principal involved. Otherwise, such grievance shall be submitted to the Superintendent in Step Two.

C. Where the grievance is one properly submitted to the Superintendent in Step Two, it shall be received by the Superintendent within fifteen (15) days, as they are defined in Section 2, paragraph C., of the time that any officer or official of the Association knew, or reasonably should have known of the grievance and shall thereafter be subject to all other provisions of this Article with respect to grievances as defined in Section 2, A.

D. A grievant may, upon request, be accompanied by a representative of the Association at all steps in Section 4 of the Formal Procedure.

E. All documents, communications, and records dealing with grievances shall be filed separately from the personnel files of the participants and shall not be used for evaluations.

F. Time limits herein may be extended only by mutual agreement, signed by both Parties.

G. There shall be no reprisal against any teacher because of his participation in the grievance procedure.

H. The arbitration hearing time and date will be mutually agreed upon on a case by case basis.

I. Association leave may be used, pursuant to Article II, Section 6, F, for arbitration hearings, provided the Association pays the cost of the substitute teachers and that 72 hours notice is given by the Association to the principal that supervises the teacher taking Association leave. If the administration calls a teacher as a witness, the Corporation will pay the substitute teacher cost for that teacher.

ARTICLE XI

REDUCTION IN FORCE/RECALL

Section 1. In General

The Association recognizes the Board's legal authority and its discretion to reduce staff when the Board determines any such reduction is necessary. This Article shall be applicable to only teachers employed under regular teacher's contract, except as otherwise provided in Section 4. F, of this Article.

Section 2. Computation of Seniority

A. Seniority is defined as the teacher's total number of years of continuous creditable service under a regular contract in the Bartholomew Consolidated School Corporation in a certified position.

B. A teacher on leave of absence authorized by this Agreement shall not have his continuous creditable service forfeited.

C. A teacher who is on a paid leave of absence authorized by this Agreement shall be permitted to count time spent on such leave as part of such teacher's continuous creditable service hereunder. A teacher who is on an unpaid leave of absence authorized by this Agreement shall not be permitted to count time spent on such leave as part of such teacher's continuous creditable service hereunder.

D. Seniority shall be computed by the number of school years of such continuous creditable service in increments of one-half year. The minimum amount of such service to be counted as one year of creditable service shall be one hundred twenty (120) days acquired during the regular school year. A half year shall be credited for sixty (60) days or more of such service, but less than one hundred twenty (120) days, acquired during the regular school year. Two half-years of credit may be combined, but not to exceed one year. Not more than one year of creditable service shall be granted for services rendered within a twelve-month period beginning July 1 and ending June 30.

E. A day of such service shall be credited for any part of a day such teacher is employed under a regular contract.

Section 3. Guidelines for Reduction in Force

The layoff of teachers due to a reduction in force shall be accomplished pursuant to the following provisions:

A. Prior to recommending any staff reduction, the Superintendent shall discuss with the exclusive representative of teachers the proposed plans, positions involved, and reasons for such reduction of staff through the Discussion process.

B. The Employer will determine the subject areas, grade levels, and particular professional assignments in which staff reduction is necessary.

C. When the Employer prepares for a reduction in force it will consider and determine the appropriateness of reducing staff by eliminating positions which become vacant due to resignations, retirement, voluntary transfers, and voluntary leaves of absence.

D. Layoffs shall be made by seniority within area(s) of certification.

E. Certification is defined as being properly licensed by the State of Indiana as a public school teacher.

F. When two (2) or more teachers have the same length of service, the teacher whose individual contract was first executed by the Board shall be considered senior. If two (2) or more teachers' individual contracts were executed by the Board on the same date, the Employer shall determine which teacher(s) will be retained based upon the following in priority order:

1. Additional years of non-continuous service under regular contract within BCSC.
2. The number of areas the teacher is certified to teach.
3. The amount of temporary contract experience in this corporation.
4. Total experience outside the corporation

G. Corporation-wide seniority lists by certification areas, and based on certification and service in the corporation shall be established by the Employer. These lists shall contain the names of all teachers having certification in that area, prioritized by seniority. These lists shall include all teachers on official leave of absence. The seniority lists shall be posted in each building and be made available to the Columbus Educators Association by April 1, of each year. Teachers shall have fifteen (15) calendar days to file written exceptions to any placements on the seniority lists with the individual designated by the Employer.

No exceptions shall be entertained which have not been filed within this time period. A revised list shall be provided to the Association upon request.

H. A teacher whose current assignment is not available due to a reduction in positions shall be allowed to displace the teacher in another teaching assignment in accordance with the teacher's certification and seniority. The Employer will determine the teaching assignment to which the teacher will be assigned.

Section 4. Recall

A. Recall shall be made in the reverse order of layoff within area(s) of certification.

B. When a vacancy is determined to occur in the subject area of the teacher's last teaching area, the appropriate teacher on the recall list will be notified by certified mail. If a teacher is not under a teaching contract with another school corporation, failure to accept the offer, in writing and delivered to the Superintendent within ten (10) days of the postmark date, or five (5) days if the postmark date is after August 1, shall result in the teacher's name being removed from the recall list. A teacher employed under a teaching contract with another school corporation, will not forfeit recall status in the event the teacher declines a particular position offered to fill a vacancy arising during the school year. It shall be the duty and responsibility of each teacher on the recall list to inform the employer in writing of the teacher's address and of any change of address.

C. All teachers on the recall list shall be considered for daily substitute teaching in the area of their certification and areas of interest as expressed in writing. A teacher on the recall list who works as a substitute teacher will be paid \$5.00 per day above the then in force certified substitute pay schedule.

D. A teacher on layoff shall remain on the recall list for three (3) years from the last day of the teacher's contract year in which the layoff occurs.

E. Teachers who obtain an additional area(s) of certification while on layoff shall have the right to notify in writing the individual designated by the Employer of the teacher's desire to be placed on the recall list in the additional area(s) of their certification.

F. If a teacher is employed on a temporary contract, the year or years of employment under such contract will not count toward obtaining semi-permanent or permanent status under IC. 20-6.1-4-9.5, and IC. 20-6.1-4-9. However, such year or years will be used in calculating seniority for purposes of this Article.

G. If a teacher is recalled on a regular contract, any prior regular contract years will be counted as seniority years.

ARTICLE XII

TEACHER'S CONTRACT RIGHTS

Section 1. Due Process

A. A teacher shall not be reprimanded, suspended, or discharged without just cause, provided that this provision is not applicable to the non-renewal of a non-permanent teacher.

B. Non-permanent Teachers — If the employment of a non-permanent teacher is discontinued by the Board, such teacher may, upon request, receive the actual reasons in writing for the discontinuance and have an opportunity to appear before the School Board in executive session, with a representative or counsel if desired, to state his contention and answer charges, if any.

C. Permanent, Semi-permanent Hearing Due Process

1. The School Corporation will supply the teacher the reasons in writing in sufficient time to prepare a defense.
2. The teacher may examine and copy any evaluation reports in his/her personnel file.
3. The School Corporation will advise the teacher of the names of witnesses for the School Corporation, at least five (5) days prior to the hearing, except possible rebuttal witnesses, and the Association and teacher shall do likewise.
4. At any hearing, requested by the teacher, the teacher may be represented by a third party or counsel and may introduce evidence on the teacher's behalf and cross-examine the witnesses.
5. Either party may request that a transcript or recording be made of the hearing. The requesting party shall bear the initial expense of such transcript or recording and shall furnish the other party a true, accurate, and complete copy of such transcript or recording at the other party's expense.
6. The Board, after the hearing, must determine the facts solely upon the evidence which is presented at the hearing.

D. All information forming the basis for disciplinary action will be made available to the teacher in writing upon the teacher's request. The teacher has the right to respond in writing to all such information and attach such responses to such information.

A teacher who is to be disciplined by the employer shall have the right to representation by the Association at any formal conferences where the discipline action is imposed. It is understood that discipline connotes something more than the mere giving of directions to a teacher.

Section 2. Access to Files

A. Teachers shall have the right to read and/or photocopy, the materials in their files on request to the appropriate administrator. Access to the file by non supervisory personnel or other individuals shall be limited to those documents that are undisputed public information. Files may not be removed from the office by the teacher and must be examined in the presence of the Assistant Superintendent for Human Resources, or designee. Teachers shall not have access to their confidential college placement materials or confidential letters of recommendation regarding entry employment. If a teacher believes material placed in his personnel file is illegal, false or misleading, he may file a complaint pursuant to the Corporation's complaint procedure.

B. A teacher shall have the opportunity to read and to respond in writing to any material placed in the teacher's files, except as provided in the paragraph above. Any written response by the teacher shall become a permanent part of the teacher's file. Such opportunity to read and to respond to materials in the teacher's files should be provided prior to placement of such material in the files; however, failure to provide such opportunity for prior review shall not result in such material being purged from a teacher's files.

The teacher shall acknowledge that he has read such material by signing and dating the material; however, the refusal of the teacher to sign such material shall not prevent it from being placed in the teacher's files. The teacher's signature merely signifies that the teacher has read the material to be filed and does not necessarily mean that the teacher agrees with the contents.

Section 3. Complimentary Pass

Each teacher shall be provided a non-transferable complimentary pass, subject to space limitations, to corporation athletic events involving student participation and held in corporation facilities, provided that this provision shall not apply to tournaments and events sponsored by the Indiana High School Athletic Association or other comparable associations.

Section 4. Class Size

The Board shall at all times have an adopted and current class size policy (#2312) for all schools and programs within the school corporation, including special education and counselor caseloads. (For duty to discuss class size, see Article VIII, Section 2.)

Section 5. Recognized Hazards

The district shall provide a safe and healthful working environment free of all known hazards, and meet all IOSHA, Indiana State Board of Education, National Fire Protection Association, and Department of Health standards, regulations, and guidelines. The district shall utilize the practices described in the High Standard Indoor Air Quality Plan which follows:

Goal: It is the goal of all staff of BCSC to achieve these common goals.

Safe, healthy and well-equipped learning environments are a high expectation objective (HEO #4) of the Bartholomew Consolidated School Corporation. The district shall strive to utilize the following practices and achieve the following goals of the High Standard Indoor Air Quality Plan, which was developed with input from the Healthy Environment Committee, in order to provide a safe, healthy, and well-equipped learning environment.

The Healthy Environment Committee has the authority to make changes to the High Standard Indoor Air Quality Plan if after voting, with 100 % participation of committee members, a majority of the Healthy Environment Committee agrees to the change. The Healthy Environment Committee will be comprised of four (4) administrative representatives and four (4) CEA representatives.

High Standard Indoor Air Quality Plan

1. All water intrusion events, including non-permanent solutions to contain or mask leaks, must be eliminated. Buckets to catch water and grates to allow water to drip will only be used as short term solutions.
2. All sources of internal moisture in occupied and unoccupied spaces must be eliminated.
3. All relative humidity excesses greater than 60% must be eliminated.
4. All ventilation equipment must operate an adequate number of hours per day to ensure humidity levels remain below 60%.
5. All ventilation equipment should be cleaned with "steam": (> 160 ° F) in a manner that prevents contaminants from being spread into the work space.
6. All insulation should be removed from unit ventilators when the insulation creates airborne particles.
7. HVAC units will be cleaned and their filters replaced at least every 6 months. No occupants other than maintenance personnel will be present during the cleaning and replacement process. A label indicating the date and initials of maintenance personnel last filter replacement will be attached to the inside of each unit ventilator.

8. All carpets will be cleaned with “steam”: (> 160 ° F) cleaners.
9. All carpet should be vacuumed using a filtration method that filters at greater than 99% efficient at 0.3 micron and that prevents particulates from entering the workspace. As vacuum cleaners are replaced they will be replaced with vacuums that can accommodate HEPA filtration.
10. When carpet needs to be replaced it will be removed following EPA guidelines for proper remediation as per EPA standards set forth in “Mold Remediation in Schools and Commercial Buildings”. Carpet replacement will be minimized and carpeting will be replaced with a non-porous hard surface material, such as tile, wood, slate, etc.
11. All carpet that has received water damage must be dried within 48 hours after notification using water extraction method. Any carpet not dry within that time frame should be tested for mold or removed and replaced with a hard surface flooring material, as per EPA standards set forth in “Mold Remediation in Schools and Commercial Buildings”.
12. All construction should be conducted before or after school hours when feasible.
13. All hard-surface cleaning must be done using a broad spectrum antimicrobial agent.
14. The corporation will follow all remediation guidelines established by the EPA set forth in “Mold Remediation in Schools and Commercial Buildings”.
15. All hazardous chemicals and contaminants will be removed following EPA standards.
16. When air quality testing is warranted it should be conducted during at least two different seasons and under occupied conditions.
17. Air quality testing should be conducted according to the “three point plan” which includes air sampling, swabbing of surfaces, and interviews of staff.
18. All indoor air quality testing will be conducted by a company selected by the Healthy Environment Committee.
19. All building personnel will be educated about the potential sources of indoor irritants and allergens.
20. All accessible duct work should be inspected annually and cleaned as needed.

Representatives from the "Healthy Environment Committee" may make random inspections at schools to monitor compliance of the High Standard Indoor Air Quality Plan.

If a student or employee suffers unhealthy symptoms which could be related to poor indoor air quality and a physician documents they may be caused by a known hazard, the District must investigate and remedy possible causes of the symptoms. If a job site is deemed unsafe by an appropriate local, state or federal agency or business, the employee or student shall be relocated, until the condition is remedied. In the event of an employee and or Association complaint concerning a known hazard, the employer agrees to evaluate the complaint as defined in the Healthy Environment Action Guidelines (Appendix O) and respond within the timelines listed on the Healthy Environment Action Guidelines (Appendix O). The employee will notify a supervisor of the unsafe condition(s) as soon as reasonably possible.

Section 6. Payroll Deductions

Upon appropriate written authorization from the teacher on a form acceptable to the Board, the Board shall deduct from the salary of said teacher and make appropriate remittance for annuities, (including ISTRF) credit union, savings bonds, insurances, and teacher retirement.

Section 7. Tentative Schedules

All teachers employed on the last day of the regular school year shall be provided notice of their tentative schedules for the forthcoming semesters on or before the final teacher day of each semester. Such schedules should be as accurate and final as possible. If there is a change in schedule the teacher will be notified as soon as possible.

Section 8. Classroom Visitations

Observation and/or visitation of a teacher's classroom by a parent or guardian of a student in that class shall be allowed at a time agreed to between the parent/guardian and the teacher. Observation of a teacher's class by persons other than school administrative personnel or the parent or guardian of a student in that class shall be allowed only after consent has been given by the principal and the teacher involved. Observers shall not be allowed to take part in or interrupt any classroom activity without the prior approval of the teacher involved.

Section 9. Removing Students from the Classroom

Indiana statute [I.C. 20-8.1-5.1-18(b)(7)] establishes that a teacher can remove a student, without action by an administrator, in order to ensure a safe, orderly and effective educational environment. This recourse shall only be used after all other avenues to correct the behavior have been exhausted. [I.C. 20-8.1-5.1-4]

ARTICLE XIII

JOB SHARING

Job Sharing PROCEDURE

1. Bargaining unit members interested in sharing one position shall mutually submit a job sharing application to the Assistant Superintendent for Human Resources by May 1 if possible and no later than August 1, of the school year in which shared responsibility is anticipated or November 1 of the school year, if the intent is to share a contract for the second semester of the school year. If one member wants to job share, and no other bargaining unit member indicates interest, a job share agreement may be entered into by a member and a fully licensed qualified teacher in the BCSC application pool. This candidate must be approved by both the building principal and the Assistant Superintendent for Human Resources. The candidate, if placed in the job share position shall receive a temporary contract with no expectancy of continued employment by the Corporation. Notification of intent to job share with a teacher in the BCSC application pool must also be filed by the same August 1 and November 1 deadline.
2. Such application shall include an outline of the plan for sharing the assignment and shall cover such issues as teaching duties, preparation time, mutual planning time, and non classroom duties of the position. Each member of the job sharing team shall have full responsibility for:
 - (a) the development and implementation of the plan. (b) an agreement concerning the sharing of fringe benefits.
 - (c) a job share calendar available from the Office of Human Resources, and (d) written approval of the administrator(s) concerned. No changes to a job-share plan can be made without prior written approval of the administrator(s) concerned and the Office of Human Resources.
3. Applications will be reviewed by a Job Sharing Committee of administrators and representatives of the CEA for the purpose of assuring quality of educational process, understanding of benefit sharing, experience advancement on the salary schedule, and availability of benefits and rights as per the contract agreement. If clarification is necessary, the teachers and administrators presenting the application may be scheduled to meet with the Job Sharing Committee for discussion purposes. The Job Sharing Committee shall be composed of three teachers appointed by the Columbus Educators Association, one administrator appointed by the Superintendent of Schools, and the Assistant Superintendent for Human Resources, who shall chair the committee. The committee will review and recommend applications for Superintendent approval.
4. For purposes of return assignment and accrual of experience and retirement, job sharing unit members will take partial leave of his or her full-time assignment. By doing so, the position of the leave assignment may then be assigned to a replacement under temporary contract. Such procedure, approved by the Board, will assure a return to a full-time assignment at the termination of the job sharing assignment.
5. If one member of the job sharing team chooses to return to full-time teaching, the job-shared position shall revert to a single employee position, and the unit member with more seniority shall have first choice in electing to retain as a full-time position the job shared position or to return to a position presently held by a temporary contracted teacher filling in for the job sharing teacher, subject to approval by the building principal in which such temporary contract position might exist.
6. Final approval of the job sharing agreement shall be made annually by the Assistant Superintendent for Human Resources and the Board of School Trustees. Applicants not receiving approval may request a meeting with the Job Sharing Committee and appropriate parties (building-level administrators) to discuss any reasons for non-approval.

JOB SHARING TERMS AND PROCEDURES

1. Definition: Job sharing shall refer to unit members sharing one (1) full-time position.
2. Pairing: Job sharing assignments shall be filled only by unit members who have agreed to work together, or by a unit member and a qualified teacher applicant.
3. Selection: Job sharing assignments shall be granted annually upon mutual agreement of the unit members, following recommendation of the Job Sharing Review Committee, and upon approval of the Assistant Superintendent for Human Resources and the Board of School Trustees.
4. Responsibilities: Responsibilities of an assignment by the two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers with the concurrence of their immediate supervisor(s) and the understanding that the share be no less than a 40/60% split.
5. Compensation: Participating bargaining unit members in job sharing shall be placed appropriately on the teachers' salary schedule according to their respective experience and training and shall receive one step increment for each year of service as per State Board of Accounts procedures. (120 days equals a year of service and 60 days equals a half year of service)
6. Benefits: Unit members working in a job-sharing position shall receive a pro-rate amount of health and leave benefits not to exceed the cost of a full-time single position. Contributions to State Teachers' Retirement Fund shall be proportionate to the salary earned.
7. Return to full time: If the job sharer wishes to increase from part-time to full-time, such increase will depend upon the staffing needs of the school district and the employee's qualifications. In the event a job sharer requests to return to a full-time teaching assignment, the district shall grant such a request before hiring personnel from outside the district to fill a position for which the job sharer is qualified and has requested.
8. Substituting: Job sharers shall substitute for each other wherever practicable. Absences of one member of a job sharing team of three or fewer days at one time may be covered by the other member of such team without pay, provided the job-sharers have agreed to such a plan. If this is done, the absent teacher shall not be required to use sick or personal leave for such absences.
9. Shared contracting shall be entered into voluntarily. Unit members accepting a shared contract assignment may not discontinue the assignment during the life of the contract unless the Assistant Superintendent for Human Resources approves such discontinuance. In accepting a job sharing assignment, the staff member shall retain all seniority rights (seniority date remains unchanged) and shall not relinquish his/her right to reinstatement to any available full-time position as described elsewhere in these procedures.
10. At the time an application is approved, job sharing members shall agree in writing to the following conditions: A job share contract can not total more than 182 1/2 days unless extended days are included as part of the assignment in accordance with Appendix B.

The unit member shall agree to the dates of duty, shall repay any salary advanced that is subsequently unearned, and shall agree to any other necessary conditions which are consistent with the provisions of this section.

The school corporation's contribution for fringe benefits (for the two unit members sharing the single assignment) shall not exceed that of one full-time position.

The unit member shall retain all accrued paid absence days. Additional days shall be accrued on a pro-rated basis according to the number of full days of duty.
11. Shared contracts must be renewed by May 1 of each year. Failure of the unit members to seek such renewal will cause the shared contract to be terminated of its own accord.

Applicants will be notified of the status of application requests no later than May 31 of each year.

12. Unit members sharing a contract shall agree to a plan for meeting classes, parent conferences, building meetings or parent open houses, and shall be responsible for equitably sharing these obligations and commitments.

13. It shall be generally understood that permanency (tenure) is a requirement for those presenting an application for job sharing. However, those unit members who are not of permanent status (tenured), may present an application for consideration, particularly if the assignment is paired with a permanent unit member.

14. Application forms are included in Appendix F

ARTICLE XIV RETIREMENT PROGRAM

Section 1. BCSC RETIREMENT SAVINGS BENEFIT

A. Each employee shall have the option of investing in the 403(b) plan up to the maximum allowable under Federal law. The Board shall match such employee contributions on a dollar for dollar basis up to 3% of the individual's base salary for the duration of this contract.

B. The BCSC shall deposit the employer contributions for each employee into an individual account for the employee in a 401(a) tax-deferred annuity program selected by the Association. Such deposits will be made on a monthly basis. The vendor so selected by the Association shall be the sole administrator of employer contributions to the 401(a) program.

C. All teachers shall be able to elect to participate in or make changes in tax- deferred plan(s) on a quarterly basis, i.e. January 1, April 1, July 1 and October 1. All elections or changes shall be made pursuant to the terms and conditions of said tax-deferred plan(s). Requests may be sent in at any time; however, changes will be effective on January 1, April 1, July 1, and October 1 or on the last work day prior to that date if any of these dates fall on a non-work day. Requests must be received by BCSC business office at least fifteen (15) days prior to any of the above dates to be effective on that date.

D. Any contributions made by the employee and all assets derived there from are the property of the employee and, in the event of death, his/her designated beneficiaries or, lacking same, estate. Any contributions made by the employer on behalf of the employee and all assets derived there from become the property of the employee after a five (5) year period from the date the contributions began. Should an employee leave the corporation prior to the five (5) year vesting date then all contributions made by the employer on behalf of that employee and all assets derived there from become the property of the employer.

Section 2. BCSC Retirement Program Insurance Benefits Options

A. For purposes of this article the definition of retirement to maintain BCSC health benefits is to meet one of the following criteria:

1. At least 55 years of age and having satisfied the rule of 85 (ISTRF qualification)
2. At least 60 years of age with at least 15 years of experience (ISTRF qualification)
3. At least 50 years of age with 10 years of BCSC experience.
4. At least 55 years of age with 5 years of BCSC experience

B. The retiring teacher shall be provided the option to purchase, in accordance with Section 3 below, any or all of the following insurance benefit coverage:

Health/Hospitalization: Single or Family Plan

Dental Coverage: Single or Family Plan

Vision Coverage: Single or Family Plan

Life Insurance: \$55,000 of Term Life on the retiree only

Section 3. Insurance Benefit Provisions

- A. The cost of the benefit to the retired teacher shall be that amount determined currently or established in subsequent years as being the amount of premium paid by the Bartholomew Consolidated School Corporation.
- B. The amount of the premium paid toward any or all of the benefits typically paid by the teacher prior to retirement shall remain in force at the time of retirement unless, through subsequent bargaining, the premium share cost is increased for the active teachers. At such time, the retired teacher shall pay 100% of the cost of the plan for active teachers.
- C. The retired teacher must remain enrolled for those benefits for the full year of enrollment.
- D. In the event a retiring teacher does not enroll in the health/hospitalization benefit and chooses to enroll at a later time, he, she, or dependents will be accepted if qualifications under HIPAA guidelines are met.

Section 4. Retiring Year Procedure

- A. The retiring teacher will continue to be covered in the above outlined benefits until August 31 of the last year of teaching if enrolled at the time of retirement. All other benefits will cease as of June 30 of the last year of teaching.
- B. Each retiring teacher will be provided the monthly costs for enrollment in the various insurance options based upon the actual premium established as of May 1 of the year of retirement.
- C. The retiring teacher must elect to enroll prior to September 1 of the year of retirement.

Section 5. Enrollment and Re-enrollment February/March Cycle.

- A. The first year retiring teacher shall be enrolled in the insurance benefit programs commencing with their separation from service at costs as determined above. Re-enrollment, withdrawal, or decisions to modify coverages or method of payment must be made by February 15 and will subsequently take effect March 1 and remain in force until each subsequent February 28, or until the month the retiree attains qualification for Medicare.
- B. Any teacher who retired under a previous contract agreement will continue to be eligible to reenroll, change enrollment, enter into receipt of cash, or any combination of options. Such opportunity will be presented to the retired teacher in the February/March cycle as outlined in Sub-section A. above.

Section 6. Substitute Work

The teacher, subject to satisfactory performance evaluation, shall be considered for up to 36 days per year of substitute work at one and one-half (1 1/2) times the certified substitute rate. Days of substitute work beyond the 36 will be paid at certified teacher substitute rate.

NOTE: For details regarding the buy-out of previous retirement benefits and the implementation of the retirement savings plan, refer to the collective bargaining agreements covering the years 1993-2003.

ARTICLE XV

COLLABORATIVE WORKING RELATIONSHIPS

The Bartholomew Consolidated School Corporation (BCSC) and the Columbus Educators Association (CEA) are committed to maintaining and improving the collaborative working relationships for continuous improvement at all levels of the School Corporation. The collaborative working relationship will adhere to P.L. 217 and all Board Policies. Such collaboration involves the creation of mutually beneficial and respectful relationships among all educators, community members, support staff, parents and students. Decision-making is shared in order to determine what is best for students. For these reasons, the BCSC and the CEA have established a Corporation Continuous Improvement Council (CCIC) and Continuous Improvement Councils (CICs) as vehicles for shared decision-making and school improvement efforts in BCSC. Critical to the function of the Improvement Councils is dedication to relationship building and the sharing of collaborative leadership.

CCIC

The CCIC is comprised of two (2) Board Representatives, the Superintendent (these comprise three (3) of the administration representation), the CEA President and the CEA Vice Presidents (these three (3) comprise three (3) of the CEA teacher representation), or their designees. There will be balanced representation of administrators (5), teachers (5), and other stakeholders (5) who may include parents, support staff, and community and business persons and students (where appropriate), for a total of fifteen (15) people. The BCSC Superintendent and the CEA President, as cosponsors of the CCIC, shall collaboratively appoint these stakeholder representatives and bring their recommendations to the CCIC for approval. The CCIC and CICs will serve as the sole instrumentality at each school and program site.

CCIC COMMITMENTS

- A. The CCIC will act as an “oversight” committee similar to a Board of Directors.
- B. The CCIC will develop a process to ensure high quality information flow to and from the stakeholder group to whom each representative is accountable.
- C. Processes for decision-making in the district may be reviewed by the CCIC according to the Baldrige Criteria for performance improvement.
- D. The CCIC will utilize the process of consensus in decision making, utilizing Quality Tools.
- E. The CCIC will maintain and support the district-wide Continuous Improvement Process and ensure alignment of goals developed by the School Board throughout the organization.
- F. The CCIC will maintain and review progress on the districtwide School Improvement and Achievement Plan according to P.L. 221.
- G. The CCIC will charter subcommittees to gather input and analyze results in review of processes. These subcommittees will submit reports to the CCIC.
- H. The CCIC will maintain, measure and improve the Continuous Improvement curriculum for current and newly hired staff members and other stakeholders through a partnership with the Continuous Quality Improvement Center. Adequate time and resources will be provided to ensure training for all staff. All improvement councils will adhere to the mutually agreed components of Continuous Improvement Training approved in Phase I and II as well as subsequent training sessions.
- I. The CCIC will assure that building and program Continuous Improvement Councils (CICs) will adhere to those commitments as outlined above. CICs will adhere to similar commitments at the program or building site.

CONTINUOUS COLLABORATIVE BARGAINING PROCESS

The CCIC will endorse a process for Continuous Collective Bargaining created by the C.E.A. President, the C.E.A. Vice-President, the Superintendent and the School Board Representative. The Collective Bargaining Process is a collaborative venture which is data driven, based on customer needs, aligned to the mutually agreed upon mission, vision, and strategic plans, and maximizes the effective use of resources.

CONTINUOUS IMPROVEMENT COUNCILS

This committee will be cosponsored by the building principal or program director, and an Association Representative (elected by the building CEA membership, or appointed by the Association President) or their designees. The two cosponsors will collaboratively appoint stakeholders to comprise a balanced representation of administrative appointees, members of CEA, (IC 20-7.5) (each building retains the right to hold elections of CEA members who will represent them on their building CIC); and parents, community members and/or students. Each Continuous Improvement Council shall have a minimum of six (6) members with up to a maximum of fifteen (15) members (with equal representation from each group).

The co-chairs of the CCIC will initiate an annual opportunity for members of the CIC to be trained. Release time will be provided for this training. Each Continuous Improvement Council, in its analysis of goals, strategies and measures, should strive to improve existing:

- instructional programs and schedules which improve student learning
- staffing allocations
- operations including supervision schedules
- professional development
- utilization of Board-allocated funds
- utilization of contractually designated stipends

Only BCSC Board Policy and Board actions, state laws (PL 217) and regulations and the Collective Bargaining Agreement will limit the scope of decision-making for each CIC and CCIC. Waivers to these limitations may be granted by submitting a CIC Waiver Request form to the CCIC co-sponsors. A two-thirds affirmative vote of the certified building/program staff, by secret ballot, is required to submit the waiver to the CCIC co-sponsors. The waiver will then, in turn, be presented to the Discussion Team and CEA Executive Board for consideration. A two-thirds affirmative vote by each body is required for approval. The CCIC co-sponsors will announce the results to the CIC co-sponsors. The waiver will be granted for one year. If the site or program wishes a continuance of the waived process, the CIC co-sponsors will submit a request for renewal for the following year through the Formal Discussion process. The CCIC co-sponsors will announce the results to the CIC co-sponsors. (Waiver form is found in Appendix L.) It is the responsibility of the building principal/program director to ensure that non-certified staff are not negatively impacted by any waiver.

ARTICLE XVI

EVALUATION AND PROFESSIONAL GROWTH SYSTEM

All teachers in the Bartholomew Consolidated School Corporation are appraised continuously in regard to Standards of Teaching Performance identified in Section 1.

The Evaluation and Professional Growth System will be designed by the Board and representatives of the Columbus Educator's Association. A committee for the design and development of the program shall be on going and will improve growth opportunities through an annual review process. The BCSC Board shall provide for the evaluation of the Evaluation and Professional Growth System and shall provide training for administrators and teachers.

The following Evaluation and Professional Growth System is designed to assure high quality instruction, to maintain effective standards for teacher performance, and to provide opportunities for continuous professional growth with the outcome of improved student learning.

The Evaluation and Professional Growth System is comprised of:

Evaluation Program

Evaluation is the assessment of performance and development of non-permanent (0-2 years) and semi-permanent (3-5 years) teachers. The teacher's home school is where the majority of the teacher's assignment occurs. In the event that the teacher's time is equally divided, the home school is defined as the building in which the teacher starts their day and/or receives their paycheck. The administrator in the teacher's home school will initiate the evaluation process. The same administrator will complete and submit all paperwork.

An administrator will use the Teacher Performance Checklists (Appendix G) to evaluate all summer school teachers at least once during the summer school session.

Professional Growth Program

Professional Growth is a cooperative endeavor in which the administrator works closely with each permanent teacher (6 or more years) to promote continual growth. The administrator in the teacher's home school will initiate the evaluation process. The same administrator will complete and submit all paperwork. Home school is defined as the building in which the teacher spends the majority of their day. In the event that the teacher's time is equally divided the home school is defined as the building in which the teacher starts their day.

Professional Assistance Program

Professional Assistance is the development of a plan for assisting teachers who do not meet performance standards.

Section 1 - Evaluation Program

The district, in cooperation with teachers, has developed an Evaluation Program that identifies Standards of Teaching Performance.

These Standards of Teaching Performance are the criteria of performance assessment. These standards include:

- Planning and presenting organized instruction
- Classroom management
- Motivation
- Assessment
- Human relations and communication
- Professional responsibilities

Such criteria shall be summative for the purpose of assessment and development of teachers toward attainment of permanency, or teachers whose performance has been identified as not meeting standards.

Teachers on non-permanent or semi-permanent contracts are evaluated according to their performance in each standard.

The Teacher Performance Checklist, Student Services Performance Checklist, and the Provisional Evaluation Report are included in this document.

Categories for some specialty areas have been designed with standards that are appropriate for their professional area of performance. Permanent teachers who enter non-classroom teaching positions; i.e., counselors, deans, school psychologists, etc., will continue to follow the Professional Growth Program. Appropriate performance checklists may be used in conjunction with the goal setting process identified in the teacher's Professional Growth Program. The performance checklists identify basic standards and minimum expectations.

Non-Permanent and Semi-Permanent Teacher Evaluation Procedure

All (including teachers who work in multiple buildings) non-permanent teachers must have a total of three formal observations per school year. These observations shall not be scheduled on days immediately preceding or following regularly scheduled breaks in the school calendar. A pre-conference shall be held prior to the first observation. A post-conference shall be held after the final observation. Teachers working in multiple buildings will be provided, by the principal of their home school, with a formal Observation and Evaluation schedule designating which administrator is performing the observations, prior to the first formal observation. Additional conferences and observations that require no pre or post conference may be held as needed. The Provisional Evaluation Report must be completed two times per school year. It is to be filed with the Superintendent/designee by December 15 and May 1.

For non-permanent teachers whose performance indicates that nonrenewal is a possibility, the final Provisional Evaluation Report is due to the Superintendent/designee by March 15. The Provisional Evaluation Report for teachers who are being recommended for renewal is due by May 1.

Semi-permanent teachers must have met minimum expectations in their first two years and must have demonstrated continued growth. The administrator/designee must meet with semi-permanent teachers prior to October 1 to identify areas for professional growth and to review minimum expectations. They must have a minimum of two observations from an administrator, one each semester.

The Provisional Evaluation Report must be completed two times per school year. It is to be filed with the Superintendent/designee by December 15 and May 1.

For semi-permanent teachers whose performance indicates that non renewal is a possibility, the final Provisional Evaluation Report is due to the Superintendent/designee by March 15. The Provisional Evaluation Report for teachers who are being recommended for renewal is due by May 1.

Evaluation procedural descriptors include:

A. The administrator is to complete a description of the teacher's performance, including positive and/or constructive criticism. Teachers who have been determined to need improvement will be made aware of the area(s) of needed/required improvement designed to resolve the deficiencies. All non-permanent and semi-permanent teachers shall be assessed in accepted summative procedures.

B. Observation of teaching and teacher-related activities shall be conducted openly and with the full knowledge of the teacher. The evaluator shall record the lengths of time the teacher is so observed on the observation checklist and evaluation reports. No fewer than 90 minutes of observation per non-permanent and semi-permanent teachers shall occur per school year.

C. Written evaluations shall be recorded on the forms mutually agreed to by the Board and CEA. The teacher and administrator will sign the evaluation reports upon completion of discussion and review.

D. Non-permanent and semi-permanent teachers shall be evaluated in writing no fewer than two (2) times each year. The first Provisional Evaluation Report shall be completed and sent to the Superintendent/designee prior to December 15. The second Provisional Evaluation Report shall be sent to the Superintendent/designee prior to May 1. For non-permanent and semi-permanent teachers whose performance indicates that non-renewal is a possibility, the final Provisional Evaluation Report is due to the Superintendent/designee by March 15.

E. If a teacher desires an additional written evaluation, a visitation for the purpose of an additional evaluation shall be made on a date agreed upon mutually by the evaluator and the teacher.

Upon the request of the teacher, delivered in writing to the Superintendent within thirty (30) days after the teacher receives their first evaluation, the Superintendent, or designee shall provide the teacher with an additional written evaluation based upon another classroom observation. This evaluation shall occur as soon as possible but no later than March 1. A different administrator shall conduct the evaluation/observation if the teacher so requests.

Evaluation Program - Summary:

Teachers included:

1. Non-permanent
2. Semi-permanent

Evaluation instruments:

1. Teacher Performance Checklist
2. Student Services Staff Performance Checklist
3. Provisional Evaluation Report

Non-permanent:

1. Evaluated yearly
2. Minimum of three observations per year (90 minutes per year)
3. Must have a pre-conference and post-conference with the administrator.
4. The Provisional Evaluation Report is due to Superintendent/designee by December 15 and May 1 unless non-renewal is considered. If non-renewal is considered, the final Provisional Evaluation Report is due by March 15.
5. May additionally choose to participate in a Professional Growth Plan.

Semi-permanent:

1. Evaluated yearly
2. Minimum of two observations per year (90 minutes per year)
3. Must have a pre-conference and post-conference with the Administrator
4. The Provisional Evaluation Report is due to the Superintendent/designee by December 15 and May 1 unless nonrenewal is considered. If non-renewal is considered, the final Provisional Evaluation Report is due by March 15.
5. May additionally choose to participate in a Professional Growth Plan.

Section 2 - Professional Growth Program

The Professional Growth Program provides growth opportunities of a formative nature to assure that permanent teachers maintain a high level of competency as master teachers.

The Professional Growth Program assumes competence in all the performance standards. Permanent teachers who participate in the Professional Growth Program are not required to also participate in the Professional Evaluation Program. The primary purpose of the Professional Growth Program is to place emphasis on professional growth through a process of collaboration, development of knowledge, implementation of effective teaching and learning practices, and professional self-assessment. All permanent staff, with the exception of those in the Professional Assistance Program, will participate in the Professional Growth Program. Each teacher will participate in this process continuously. The Professional Growth Program allows opportunities to design a one, two or three year plan; therefore, each teacher will participate in a plan every year. Permanent teachers shall be assisted in a positive-growth program related to the teacher's area of assignment. Such a program shall be designed to provide for growth and improvement through a variety of opportunities.

Each permanent teacher shall participate each year in a formative process. The Professional Growth Plan will be placed in each teacher's personnel file.

Foremost within the Professional Growth Program is the development and implementation of a professional development plan for an individual or team.

The following procedures should be used:

The teacher will:

1. Reflect on individual, team, building and district goals. The goals will reflect professional development and action plans toward the continuous improvement of learning.

2. Establish a goal(s) to shape a draft plan. At this point the teacher may choose to develop a collaborative plan with one or more colleagues or focus on individual professional growth.

3. A professional growth plan(s) will include:

- What format will be used?

Format could include working with an administrator, with peers, independently, multi-disciplinary, grade level teams, department teams, or a combination of approaches.

- What is the goal of your professional growth plan?

Goals could include individual, team, building, or district goals that result in the continuous improvement of student learning.

Here are some possibilities to consider:

- Goals should emphasize improvements of student learning and performance.

- Goals should be integrated with the school's (program's) strategic and continuous improvement plan.

- Goals should have focus on state and local academic standards.

- Goals should enable the teacher to improve expertise in subject knowledge and teaching strategies.

- Goals should be aligned with standards, curriculum, and assessments.

- Goals should include measurements to verify achievement of the plan.

- Goals should foster collegiality and collaboration.

- What is the timeline for your plan?

Timeline could include one, two, or three year plan(s); and will include anticipated starting and ending dates of the plan(s). Upon completion and submission of the Final Summary Appraisal the teacher will begin the process

of developing another Professional Growth Plan for the following school year.

- **Rationale:**

How will this improve student learning?

How does this goal align with corporation and building goals?

- **What methods/strategies will be used?**

Methods/strategies could include action research, coaching, videotaping, self-assessment, clinical supervision, mentoring, college courses, simulations, workshops, visitation days, conferences, classroom observations teacher academies, etc.

- **What are the indicators of progress?**

Indicators of progress could include student work portfolios, videotapes of classes, peer observations, principal/director observations, parent responses, student responses, statistical measures, performance, assessment, reflective journal entries, case study and analysis, professional portfolios, benchmarks, etc.

- **What resources/support are needed?**

Resources/support could include classroom materials, student materials, journals, workshops, books, collegial time and support, appropriate technology, mentoring, release time, administrative support, etc.

Professional Growth Procedures

- The teacher (or team) and administrator will hold an initial conference to collaboratively develop a draft and/or completed plan (Appendix H-1). This meeting will occur no later than the end of the sixth week of the first grading period. If a draft version is selected, a date will be established to finalize the plan. The finalization of the plan will be no later than October 31.

- The teacher (or team) will meet annually with the administrator to review progress toward completion of goals. At this time an Annual Summary Appraisal (Appendix H-2) will be completed and submitted to the Superintendent/designee by October 31 of the subsequent year.

- Upon satisfactory completion of a plan, a conference will be held and a Final Summary Appraisal (Appendix H-3) will be completed and submitted to the Superintendent/designee by October 31 of the final year of the plan.

Professional Growth Program - Summary

Teachers included:

1. Permanent teachers.
2. Non-permanent and semi-permanent teachers may choose to participate.

Documentation instrument:

1. Professional Growth Plan (goal setting oriented)

Participation:

1. Teachers will participate in a Professional Growth Plan every year.
2. Teachers individually or as part of a team may select a one, two, or three year plan to address a professional goal; therefore, teachers will continuously be involved in a Professional Growth Plan.

Section 3 - Professional Assistance Program

The Professional Assistance Program, at the discretion of the administrator, is available for all teachers who could benefit from assistance in the performance of their duties. The program is comprised of three levels:

1. Professional Awareness Plan
2. Professional Assistance Plan
3. Professional Intensive Assistance Plan

At each level, the teacher may be provided an unpaid mentor, if one can be mutually agreed upon by the administrator and the teacher on the Professional Assistance Program, to give to correct any deficiencies in performance.

Professional Awareness Plan

A. An initial discussion of the situation between the administrator and teacher shall be held. The administrator will notify the teacher that this meeting will address their teaching performance, that the teacher may request that a CEA Association Representative attend the meeting.

B. Identification of the problem must be made to the teacher in writing.

C. The administrator, the teacher, and the CEA representative and/or mentor, will develop a plan of action to remedy the situation which shall include a timeline for review. The plan of action should include Appendix I as an evaluation tool.

D. Upon review of progress towards correcting the situation the administrator shall make the following recommendation based upon the Professional Awareness Plan developed in Section 3 C:

1. Situation resolved (teacher shall be removed from the Professional Assistance Program)

or

2. Situation not resolved and teacher shall be moved to the Professional Assistance Plan. The teacher shall be formally advised by the administrator to discuss the situation with a representative of the Columbus Educator's Association (CEA). The teacher has a right for CEA and/or other legal representation in all meetings regarding their teaching performance.

Professional Assistance Plan

A. A review of the recommendation from the Professional Awareness Plan shall occur.

B. A plan of action shall be developed (by the teacher, CEA representative, and/or mentor, and administrator) and shall include:

1. A date to review the implementation of the plan of action.
2. Strategies for resolution of the situation will be identified and will include appropriate professional assistance
3. Indicators of success will be identified
4. A timeline will be identified

C. Upon review of progress towards correcting the situation the administrator shall make the following recommendation based upon the Professional Assistance Plan developed in Professional Assistance Plan B.

1. Situation resolved (teacher shall be removed from the Professional Assistance Program)

Or

2. Situation not resolved and teacher shall be moved to the Professional Intensive Assistance Plan.

Professional Intensive Assistance Plan

A. A review of the Professional Assistance Plan shall occur. The teacher shall be offered a Professional Intensive Assistance Plan.

If the teacher does not elect to participate in the Professional Intensive Assistance Plan, one of the following options shall occur:

1. Dismissal shall be recommended.
2. Other options shall be selected (such as early retirement or resignation).

If the teacher does elect to participate in the Professional Intensive Assistance Plan the following shall occur:

A corrective action plan shall be developed (by the teacher, CEA representative and/or mentor, and administrator) and shall include:

1. A list of what must be accomplished by the teacher shall be developed collaboratively with the teacher and other professionals.
2. A list of the professional assistance offered by the district shall be documented.
3. A list of the timeline for successful improvement will be identified.
4. A timeline to review the plan will be identified.

B. Upon review of the Professional Intensive Assistance Plan and progress towards correcting the situation the administrator will make one of the following recommendations:

1. Situation resolved (teacher shall be removed from the Professional Assistance Program.)

Or

2. Situation not resolved and the teacher shall be recommended for dismissal.

ARTICLE XVII SEPARABILITY

Section 1.

Should any provision of this Agreement at any time during its life be found in conflict with federal or state law, or rule or regulation thereunder, then such provision shall continue in effect only to the fullest extent permissible under the applicable law. If at any time thereafter such provision is no longer in conflict with the law, then such provision of the Agreement as originally embodied herein shall be restored in full force and effect, as if it had never been in controversy or violation.

Section 2.

It is further understood and agreed that the provisions of this Agreement are deemed to be separable to the extent that if and when a court or government agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, or rule or regulation thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall continue in full force and effect.

ARTICLE XVIII TERM OF AGREEMENT

THIS AGREEMENT shall be effective as of August 1, 2009, and shall continue in full force and effect until July 31, 2013, except where the specific terms of any provision provides for a different effective date.

The parties mutually agree that the terms set forth in the Agreement represent the full and complete understanding and commitment between the parties hereto and may be altered, changed, added to, deleted from or modified only by the voluntary mutual consent of the parties expressed in a written amendment hereto. The express terms and provisions of this agreement are understood to constitute limitations on the Board's right and authority to manage, direct, operate and otherwise control the affairs, activities and operations of the Corporation; it is further understood that said express terms and provisions are the only limitations on the Board's right and authority to manage, direct, operate, and otherwise control the affairs, activities and operations of the Corporation.

The parties also agree to reopen contract negotiations for 2010-2011, 2011-2012 and 2012-2013 on any financial item contained in the Agreement at the written request of either party.

THIS AGREEMENT is made and entered into at Columbus, Indiana on this 20th day of May, 2010, by and between the Board of School Trustees of the Bartholomew Consolidated School Corporation, County of Bartholomew, State of Indiana, heretofore called the "Board", and the Columbus Educators Association, affiliated with the Indiana State Teachers Association and the National Education Association, heretofore called the "Association".

THIS AGREEMENT is so attested by the parties whose signatures appear below:

<p>BOARD OF SCHOOL TRUSTEES OF THE BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION</p> <p>By <u>John B. Quick</u> John Quick, Superintendent</p> <p>By <u>Jill Shedd</u> Jill Shedd, Board President</p> <p>By <u>Steve Champion</u> Steve Champion, Board Member</p>	<p>COLUMBUS EDUCATORS ASSOCIATION</p> <p>By <u>Rose Maudlin</u> Rose Maudlin, CEA President</p> <p>By <u>James R. Singer</u> James Singer, ISTA UniSez Director</p> <p>By <u>Sharon Tower</u> Sharon Tower, CEA Vice President</p>
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APPENDIX A
2009-2010 SALARY SCHEDULE
BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION

A maximum 3% matching annuity is available to every teacher who chooses to participate.

SALARY SCHEDULE REGULATIONS

The employer may at its discretion grant or deny any years of teaching experience which a new hire requests to be recognized for purposes of applying said years as experience on the teacher’s salary schedule provided that the employer shall inform said new hire of the number of such years the employer will recognize as experience on said schedule at the time the new hire enters into a regular teacher’s employment contract with the employer.

ADVANCED STUDY SCHEDULE

Advanced Study Schedule: Available to teachers who have completed one (1) full year with the school corporation and is for work above the Master’s Degree based on special requirements. **This benefit is available to teachers who were receiving this at the end of 2003-04.**

2009-2010

Step I 10-14 semester hours	\$595.00
Step II 15-19 semester hours	\$894.00
Step III 20 semester hours or more at \$60.00 per hour to a maximum of 45 hours	\$2,700.00
Step IV Doctor’s Degree	\$3,090.00

Steps	BS	BS + 15	MS
0	\$34,390	\$35,078	\$35,423
1	\$35,078	\$35,779	\$36,485
2	\$35,779	\$36,496	\$37,580
3	\$36,496	\$37,225	\$38,707
4	\$37,225	\$37,971	\$39,868
5	\$37,970	\$38,729	\$41,063
6	\$38,729	\$39,504	\$42,297
7	\$39,505	\$40,295	\$43,565
8	\$40,295	\$41,099	\$44,872
9	\$41,099	\$41,922	\$46,218
10	\$41,922	\$42,759	\$47,605
11	\$42,759	\$43,615	\$49,031
12	\$43,615	\$44,488	\$50,503
13	\$44,488	\$45,378	\$52,018
14	\$45,378	\$46,285	\$53,579
15	\$48,101	\$48,137	\$55,187
16		\$50,062	\$56,843
17			\$58,548
18			\$60,304
19			\$67,843

APPENDIX A-1
2009-2010 SALARY SCHEDULE W/ ONE TIME STIPENDS

Steps	BS	Increment	1% Stipend or 1.25% @ Top + 1 yr.	BS + 15	Increment	1% Stipend or 1.25% @ Top + 1 yr.	MS	Increment	1% Stipend or 1.25% @ Top + 1 yr.
0	\$34,390		\$343.90	\$35,078		\$350.78	\$35,423		\$354.23
1	\$35,078	\$688	\$350.78	\$35,779	\$701	\$357.79	\$36,485	\$1,062	\$364.85
2	\$35,779	\$701	\$357.79	\$36,496	\$717	\$364.96	\$37,580	\$1,095	\$375.80
3	\$36,496	\$717	\$364.96	\$37,225	\$729	\$372.25	\$38,707	\$1,127	\$387.07
4	\$37,225	\$729	\$372.25	\$37,971	\$746	\$379.71	\$39,868	\$1,161	\$398.68
5	\$37,970	\$745	\$379.70	\$38,729	\$758	\$387.29	\$41,063	\$1,195	\$410.63
6	\$38,729	\$759	\$387.29	\$39,505	\$776	\$395.05	\$42,297	\$1,234	\$422.97
7	\$39,505	\$776	\$395.05	\$40,295	\$790	\$402.95	\$43,565	\$1,268	\$435.65
8	\$40,295	\$790	\$402.95	\$41,099	\$804	\$410.99	\$44,872	\$1,307	\$448.72
9	\$41,099	\$804	\$410.99	\$41,922	\$823	\$419.22	\$46,218	\$1,346	\$462.18
10	\$41,922	\$823	\$419.22	\$42,759	\$837	\$427.59	\$47,605	\$1,387	\$476.05
11	\$42,759	\$837	\$427.59	\$43,615	\$856	\$436.15	\$49,031	\$1,426	\$490.31
12	\$43,615	\$856	\$436.15	\$44,488	\$873	\$444.88	\$50,503	\$1,472	\$505.03
13	\$44,488	\$873	\$444.88	\$45,378	\$890	\$453.78	\$52,018	\$1,515	\$520.18
14	\$45,378	\$890	\$453.78	\$46,285	\$907	\$462.85	\$53,579	\$1,561	\$535.79
15	\$48,101	\$2,723	\$481.01	\$48,137	\$1,852	\$481.37	\$55,187	\$1,608	\$551.87
16	0.0125%	\$0	\$601.26	\$50,062	\$1,925	\$500.62	\$56,843	\$1,656	\$568.43
17				0.0125	\$0	\$625.77	\$58,548	\$1,705	\$585.48
18							\$60,304	\$1,756	\$603.04
19							\$67,843	\$7,539	\$678.43
							0.0125%	\$0	\$848.03

**2009-2010 APPENDIX B: NON-ATHLETIC EXTRACURRICULAR
AND EXTENDED CONTRACTS**

	BASE SALARY	\$34,390		
	Index	Stipend	Added Days	# in Corp
.13 index:				
HS Band Director	0.13	\$4,471		2
.11 index:				
HS Choral Director	0.11	3,783		2
.09 index:				
Corp. Psychologist	0.09	3,095	15	4
C4 Team Leader	0.09	3,095	15	2
HS Guidance Director (See note 1)	0.09	3,095	35	2
HS Special Education Coordinator	0.09	3,095	8	2
HS Dean	0.09	3,095	5	6
HS Ass't Band Director	0.09	3,095		2
MS Activity Director	0.09	3,095		2
EL Pupil Services Coordinator	0.09	3,095		1
ESL Program Director	0.09	3,095	20	1
.08 index:				
HS Yearbook Advisor	0.08	2,751		2
.07 index:				
HS Library/Media Specialist	0.07	2,751	10	2
HS Newspaper Advisor	0.07	2,751		2
.06 index:				
HS Budget Supply Coordinator				
FTE of 7.0 or more	0.06	2,063	8	
MS Budget Supply Coordinator				
FTE of 7.0 or more	0.06	2,063	8	
Corp. Television Consultant	0.06	2,063	10	1
HS Counselor	0.06	2,063	8	7
HS Speech Coach	0.06	2,063		2
HS Pep Steppers Director-CN	0.06	2,063		1
HS Color Guard Director-CE	0.06	2,063		1
MS Dean	0.06	2,063	5	2
MS Counselor	0.06	2,063	5	4

	Index	Stipend	Added Days	# in Corp
MS Library/Media Specialist	0.06	2,063	5	2
MS Band Director	0.06	2,063		2
EL Library Media Specialist	0.06	2,063	5	5
.05 index:				
HS Musical Director/Producer	0.05	1,720		2
HS Musical Orchestra Director	0.05	1,720		2
HS Musical Vocal Director	0.05	1,720		2
HS Testing Coordinator (CEHS)	0.05	1,720		1
HS Student Council Advisor	0.05	1,720		2
HS Senior Project Coordinator	0.05	1,720		2
MS Choral Director	0.05	1,720		2
MS Theater	0.05	1,720		1
EL Pupil Services Teacher	0.05	1,720		11
.04 index:				
HS Budget Supply Coord				
FTE of 4.0 - 6.99	0.04	1,376	5	
MS Budget Supply Coord				
FTE 4.0 - 6.99	0.04	1,376	5	
C4 Youth Leadership: BPA	0.04	1,376		2
C4 Youth Leadership: DECA	0.04	1,376		1
C4 Youth Leadership: FFA	0.04	1,376	5	1
C4 Youth Leadership: HOSA	0.04	1,376		4
C4 Youth Leadership: Skills USA	0.04	1,376		2
HS Drama Director/Non-Musical	0.04	1,376		2
HS Publications Bureau Director	0.04	1,376		1
HS Student Activities Advisor (CEHS)	0.04	1,376		1
HS Lead Academic Coach	0.04	1,376		2
HS Ass't Academic Coach	0.04	1,376		8
MS Lead Academic Coach	0.04	1,376		2
MS Ass't Academic Coach	0.04	1,376		2
.03 index:				
HS Orchestra/Strings Director	0.03	1,032		2
MS Orchestra/Strings Director	0.03	1,032		2
MS Drama Director	0.03	1,032		2
MS Newspaper Advisor	0.03	1,032		2
MS Yearbook Advisor	0.03	1,032		2
EL Academic Coach	0.03	1,032		11
.02 index:				
HS Budget Supply Coord				
FTE of 1.0 - 3.99	0.02	688	2	
MS Budget Supply Coord				

FTE 1.0 - 3.99	0.02	688	2	
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	Index	Stipend	Added Days	# in Corp
HS Business (CEHS) (See note 3)	0.02	688		1
HS Family Consumer Science	0.02	688		2
HS Music	0.02	688		2
MS Department Team Leader				
MS Art	0.02	688		2
MS Family Consumer Science	0.02	688		2
MS Foreign Language	0.02	688		2
MS Health/PE	0.02	688		2
MS Industrial Tech	0.02	688		2
MS Music	0.02	688		2
MS Special Education	0.02	688		2
HS Prom Advisor Fund		1,083		2
(paid by ticket sales)				
Added days only				
Corp. Autism Coordinator			20	1
Corp. Low Incidence Coordinator			10	1
Corp. Student Assistance Director			15	1
C4 School to Work Coordinator				
C4 Agribusiness			5	1
C4 Building Trades			5	2
C4 Business/Office Education			5	1
C4 Child Care			4	3
C4 Health Occupations			5	2
C4 ICT/ICE			5	1
Hourly Rate Only				
HS Auditorium Director			56.27	2
			per hour	
HS/MS Bus Duty			29.22	*
			per hour	
			*# determined by need	

2009-2010 APPENDIX B: NON-ATHLETIC EXTRACURRICULAR AND EXTENDED CONTRACTS

Notes:

1. The added days for the HS guidance directors will be modified from 35 to 25 days as the current directors leave the positions.
2. The position of HS Business Budget/Supply Coordinator at East will be reviewed at such time that the C4 Business Cluster returns to CEHS.

Sources of funds:

Sources of funding for positions outside the general fund:

1. Special ed coop positions (autism coordinator, low incidence coordinator): shared funding with area cooperative corporations
2. HS auditorium director: auditorium rental fees, except in cases of auditorium use by BCSC.
3. HS/MS bus duty: transportation fund.
4. HS prom advisor fund: prom ticket sales.
5. ESL Program Director: ESL Grant Funds

Released Time

Some released time from classroom duties accompanies the following positions:

1. Corp. television consultant: 1/2 day
2. C4 team leader: 1/2 day
3. HS auditorium director: 1/2 day
4. HS special education coordinator: 1/2 day
5. MS activity director: 1/2 day

2009-2010 APPENDIX C: ATHLETIC ASSIGNMENTS

	#per corp	0-2	3-5	6+
Group 0		8,984	10,106	11,230
HS Trainers	2			
Group I		7,704	8,207	8,695
HS Football	2			
HS Boys B'Ball	2			
HS Girl's B'Ball	2			
HS Ass't AD	2			
Group II		3,590	4,244	4,896
HS Ass't Football	12			
HS Ass't Boys B'Ball	6			
HS Ass't Girl's B'Ball	6			
HS Baseball	2			
HS Softball	2			
HS Boy's Soccer	2			
HS Girl's Soccer	2			
HS Boy's Swimming	2			
HS Girl's Swimming	2			
HS Boy's Track	2			
HS Girl's Track	2			
HS Girl's Gymnastics	2			
HS Weight Training	2			
HS Boy's Wrestling	2			
HS Girl's Volleyball	2			
Group III		3,590	3,917	4,244
HS Boy's Cross Country	2			
HS Girl's Cross Country	2			
HS Boy's Golf	2			
HS Girl's Golf	2			
HS Boy's Tennis	2			
HS Girl's Tennis				
Group IV		2,025	2,287	2,623
Boy's Football 7	2			
Boy's Football 8	2			
Boy's Basketball 7	2			
Boy's Basketball 8	2			
Girl's Basketball 7	2			
Girl's Basketball 8	2			
Group V		1,786	2,050	2,370
MS Boy's Cross Country 7-8	2			
MS Girl's Cross Country 7-8	2			
Ass't Football 7	2			
Ass't Football 8	2			
Ass't Boy's Basketball 7	2			
Ass't Boy's Basketball 8	2			
Ass't Girl's Basketball 7	2			

	#per	0-2	3-5	6+
Group V (cont'd)	corp			
Ass't Girl's Basketball 8	2			
Boy's Track 7	2			
Boy's Track 8	2			
Girl's Track 7	2			
Girl's Track 8	2			
Girl's Volleyball 7	2			
Girl's Volleyball 8	2			
MS Wrestling	2			
MS Boys Tennis 7-8	2			
MS Girls Tennis 7-8	2			
HS Ass't Baseball	6			
HS Ass't Softball	6			
HS Ass't Girl's Gymnastics	2			
HS Ass't Boy's Soccer	4			
HS Ass't Girl's Soccer	4			
HS Ass't Boy's Swimming	2			
HS Ass't Girl's Swimming	2			
HS Ass't Diving Coach	2			
HS Ass't Boys Track	6			
HS Ass't Girl's Track	6			
HS Ass't Girl's Volleyball	6			
HS Ass't Boy's Wrestling	2			
HS Ass't Boy's Tennis	2			
HS Ass't Girl's Tennis	2			
HS Ass't Boy's X-Cntry	2			
HS Ass't Girl's X-Cntry	2			
HS Ass't Boy's Golf	2			
HS Ass't Girl's Golf	2			
Group VI		562	675	786
MS Ass't X-Country Girl's 7-8	2			
MS Ass't X-Country Boy's 7-8	2			
MS Ass't Boy's Track 7	2			
MS Ass't Boy's Track 8	2			
MS Ass't Girl's Track 7	2			
MS Ass't Girl's Track 8	2			
MS Ass't Wrestling	2			
MS Girl's Ass't Volleyball 7	2			
MS Girl's Ass't Volleyball 8	2			
MS Pom Pom Sponsor	2			
Cheerleader Sponsor 7	2			
Cheerleader Sponsor 8	2			
Boy's Elem. Basketball	11			
Girl's Elem. Basketball	11			
Group VII				
Elem. Basketball Coord	2	1,123		
HS Ass't Cheerleader 2	2	1,347		
MS Boy's Intramural 7-8	2	851		

Group VII (cont'd)				
	#per	0-2	3-5	6+
	corp			
MS Girl's Intramural 7-8	2	851		
MS Concessions mgr.	2	997		
HS Cheerleader Sponsor	2	2,370		

2009-2010 APPENDIX C: ATHLETIC ASSIGNMENTS

A head varsity coach and his/her assistant varsity coaches and basketball and football cheerleaders' sponsors whose team* progresses past the sectional tourney level into regional, semi-final and state tourney levels in a sport that may or may not be sanctioned by the IHSAA will be paid an additional stipend for each full week worked beyond the sectional tourney level (including each sectional week beyond the first sectional week in football). Such stipend should be calculated by dividing the length of the season, including practice weeks during which a game or games are held, into the regular athletic salary as provided above. For purposes of this computation only, the commencement of the length of the season shall be fourteen (14) calendar days prior to the first official game or meet. Provided that this provision shall only apply to sports where the teams progress past said sectional level and where the team qualifies for competing for a team championship pursuant to the rules of the Indiana High School Athletic Association. For trainers of boys football and boys basketball who are assigned to work during the weeks set forth in this paragraph, an extra stipend will be paid and calculated in the manner set forth in this paragraph for coaches.

Credit of experience on this schedule is determined in the following manner:

In-Corporation Experience

1. Experience gained in a specific sport or assignment at either middle school or high school shall be granted for the same sport or assignment within our corporation at other levels.

Out-of-Corporation Experience

2. Previous experience out of the corporation must be verified in writing prior to placement in a coaching assignment subject to review and approval of the Superintendent.

APPENDIX D GRIEVANCE REPORT FORM

(Must be filed within 5 days after the Informal Grievance Discussion)

Grievance # _____

Name of Grievant _____ Date _____

Building Assignment _____ Position _____

Date on Which Cause of Grievance Occurred _____

Specific article(s) of the contract which the grievant claims to be in violation

Statement of Grievance

Relief Requested

I ____ DO ____ DO NOT request a meeting to discuss the grievance.

_____ Building

_____ Signature of Grievant

STEP I BUILDING PRINCIPAL/MANAGER

Meeting Date _____

Names of Persons in Attendance

Decision

Date of Decision

Signature of Principal/Manager

(Must be decided within 5 days of receipt of grievance or meeting date)

STEP II

Name of Grievant _____ Grievance # _____

Initial Filing Date _____

(Must be filed within 5 days of receipt of Step I response; within 15 days if grievance filed by the Association as Grievant)

Specify those issues which you maintain have not been resolved to your satisfaction at the previous level, and your reasons for same

___ DO ___ DO NOT request a meeting to discuss the grievance.

Date

Grievant's Signature

DISPOSITION

Date Received _____ Meeting Date _____

Names of Persons in Attendance

Decision

Date of Decision

Signature of Principal/Manager

The Association may submit the grievance to arbitration. If the Association elects to submit the grievance to arbitration, a letter requesting arbitration with a copy to the Superintendent, shall be sent by the Association to the American Arbitration Association within twenty (20) days for the written response in Step II. The American Arbitration Association shall submit panels of arbitrators to each of the parties, and the selection of an arbitrator and the conduct of the arbitration proceedings shall be according to its rules.

APPENDIX E COMPLAINT FORM

The Complaint Procedure set forth herein below will be attached at the back of the Agreement, but shall not be construed to be part of the Collective Bargaining Agreement between the Board and the Association.

Section 1. Purpose

It is the objective of the employer to have all teachers' complaints resolved informally at the earliest possible stage of this complaint procedure.

Section 2. Definition

a. A "complaint" is a claim, submitted by a teacher, that there has been a violation or misinterpretation of any policy, rule, order, or regulation of the Board or the Board's agents.

b. A "complaint" may be an individual teacher or groups of teachers, or the Columbus Educator's Association.

c. A "day" when used in the Complaint Procedure, shall refer to teacher days as that term is used in the school calendar. During the summer recess, however, the term shall mean weekdays (Monday through Friday).

Section 3. Informal Procedure

Before submitting a written complaint, the complainant shall attempt to resolve the complaint informally by contacting his/her immediate supervisor, or that supervisor's designee, within ten (10) school days of the time that the complainant knew, or reasonably should have known of the basis of the complaint. The complainant shall state to the supervisor that he/she has a complaint. The complainant and the person so contacted shall discuss the facts and policy, rule, order, or regulation alleged to have been violated at a mutually acceptable time and place. The complainant may choose to have the Association representative, the Association building representative, or another teacher in the building present at the informal procedure. If an Association representative other than the building representative is present at such informal procedure, then the building principal or his designee may also have an administrative representative in attendance.

Section 4. Formal Procedure

Step One

a. If the resolution is not achieved through discussion in the Informal Procedure described above, a formal, written complaint may be presented. The complaint shall be set forth on the Complaint Report Form attached and shall state the nature of the policy, rule, order, or regulation of the Board, or the Board's agents, alleged to have been violated, if any, and the relief requested. The complaint shall be dated and signed by the complainant. Such written complaint must be received by the complainant's immediate supervisor, or the supervisor's designee, within ten (10) days after the completion of the informal complaint discussion.

b. The complainant may request a meeting with the complainant's immediate supervisor or at the supervisor's election, the supervisor's designee, in an effort to resolve the complaint. Such request shall be submitted in writing at the time such complaint is submitted. If such meeting is requested, the building principal or his designee shall arrange such meeting within five (5) days, unless an extension of such time limit is mutually agreed to by the complainant and the building principal or his designee.

If no meeting is requested, the building principal or his designee shall submit his response in writing to the complainant within five (5) days after the receipt of the complaint.

If a meeting has been requested by the complainant, the building principal or his designee shall submit his response to the complainant within five (5) days following the complaint meeting date.

Step Two

a. If resolution is not achieved through the written response in Step One, the complainant may submit the complaint to the CEA Formal Discussion Chairperson. The complaint must be submitted to the CEA Formal Discussion Chairperson within seven (7) days after the complainant's receipt of the written response in Step One.

b. The complainant may request a meeting with the Formal Discussion Committee in an effort to resolve the complaint. If such meeting is requested, the Formal Discussion Committee shall arrange such meeting within ten (10) days, unless an extension is mutually agreed upon.

If no meeting is requested, the Formal Discussion Committee shall submit its response in writing to the complainant with five (5) days after receipt of the complaint.

If a meeting has been requested by the complainant, the Formal Discussion Committee shall submit its response to the complainant within five (5) days following the complaint meeting date.

Step Three

a. If resolution of the complaint is not achieved by the written response in Step Two, the complainant may, within fifteen (15) days of receipt of such written response, submit the complaint to the Superintendent of Schools for his/her review and action.

b. The complainant may request a meeting with the Superintendent in an effort to resolve the complaint. Such request for a meeting shall be submitted to the Superintendent or his designee. If such meeting is requested, the Superintendent or his designee shall arrange such meeting within five (5) days unless an extension of such time limit is mutually agreed to by the complainant and the Superintendent or his designee.

If no meeting is requested, the Superintendent or his designee shall submit his response in writing to the complainant within five (5) days after receipt of the complaint.

If a meeting has been requested by the complainant, the Superintendent shall submit his response in writing to the complainant with five (5) days following the complaint meeting date.

Section 5. Provisions Relating To The Complaint Procedure

a. A complaint must be processed within the time limits set forth in the foregoing provisions.

b. Time limits herein may be extended only by mutual agreement signed by the complainant and a representative of the employer.

c. A complainant may, upon prior notification to the employer, be accompanied by a representative of his/her choosing at all steps of the Complaint Procedure.

d. No reprisal of any kind shall be taken by or against any participant by reason of participation in this Complaint Procedure.

e. Formal discussion agendas concerning complaints filed, complaint report forms processed hereunder, and written responses issued to complaints filed hereunder shall be filed separately from the personnel files of complainant(s) and shall not be used for evaluations.

f. If the complaint is filed by the Association as complainant and if such complaint is limited to one school, the complaint shall be submitted to the building principal involved. Otherwise, such complaint shall be submitted to the Formal discussion Committee in Step Two.

COMPLAINT REPORT FORM

Bartholomew Consolidated School Corporation

(Before submitting this complaint form, the complainant shall attempt to resolve the complaint informally by contacting his/her immediate supervisor, or designee within ten (10) school days of the time that the complainant knew, or reasonably should have known of the basis of the complaint.)

Complaint # _____ Submission Date* _____

Name of Complainant _____

Building Assignment _____

Date on Which Cause of Complaint Occurred _____

Specific policy, rule, order, or regulation of the Board or of the BCSC which is claimed to have been violated or misinterpreted

Statement of Complaint

Relief Requested _____

I ___ DO ___ DO NOT request a meeting to discuss the complaint.

*(must be submitted within 10 days of completion of informal complaint discussion)

COMPLAINT REPORT FORM

STEP I IMMEDIATE SUPERVISOR

Meeting Date _____

Names of Persons in Attendance

Decision (must be decided within 5 days of complaint or meeting date)

Date of Decision

Signature of Immediate Supervisor

Distribution of Form: Superintendent, Immediate Supervisor, CEA, Complainant

COMPLAINT REPORT FORM

STEP II Bartholomew Consolidated School Corporation

Name of Complainant _____ Complaint # _____

Initial Filing Date _____

(Must be submitted to the CEA Formal Discussion Chairperson within 7 days after complainant's receipt of the written response in Step I.)

Specify those issues which you maintain have not been resolved to your satisfaction at the previous level, and your reasons for same

I ____ DO ____ DO NOT request a meeting to discuss the complaint.

Date of Decision

Signature of Complainant

DISPOSITION

Date Received _____ Meeting Date _____

Names of Persons in Attendance _____

Decision (must be decided within 5 days of receipt of complaint or meeting date)

Date of Decision Signature of CEA Formal Discussion Chairperson on behalf of the Formal Discussion Committee

Date of Decision Signature of Immediate Supervisor

The Complainant may, within fifteen (15) days of receipt of the written decision in Step II, submit the complaint to the Superintendent of BCSC for his review and action

Distribution of Form: Superintendent, Immediate Supervisor, CEA, Complainant

**COMPLAINT REPORT FORM
STEP III**

Bartholomew Consolidated School Corporation

Name of Complainant _____ Complaint # _____

Initial Filing Date _____

(Must be submitted to the Superintendent within 15 days of receipt of the written response in Step II.)
Specify those issues which you maintain have not been resolved to your satisfaction at the previous level and your reasons for same

I ____ DO ____ DO NOT request a meeting to discuss the complaint.

Date of Decision Signature of Complainant

DISPOSITION

Date Received _____ Meeting Date _____

Names of Persons in Attendance

Decision (must be decided within 5 days of receipt of complaint or meeting date)

Date of Decision

Signature of Superintendent

Distribution of Form: Superintendent, Immediate Supervisor, CEA, Complainant

APPENDIX F

JOB-SHARING APPLICATION

1. Current Assignment Information

Present Assignment(s):

Teacher A _____
Name

Current Assignment
(Grade and School)

Teacher B _____
Name

Current Assignment
(Grade and School)

Building Principal _____

Assistant Superintendent for Human Resources _____

2. PROPOSED SHARED CONTRACT INFORMATION:

Please state briefly the assignment to be shared including the teaching assignment, school or schools affected, and how the assignment would be shared (for example, half day each teacher, three day/two day, first semester/second semester, etc.). For space saving and to avoid repetition, use Teacher A or Teacher B for reference.

3. AGREEMENT OF FRINGE BENEFIT SHARING (For the purpose of A-E below, fringe benefits shall be apportioned according to the division of time shared (for example, if each teacher shares half-time, each teacher will receive one half of the school corporation's contribution for fringe benefits) :

A. Health/Hospitalization: Teacher A _____ Teacher B _____

B. Dental Insurance: Teacher A _____ Teacher B _____

C. Group Life: Teacher A _____ Teacher B _____

D. Vision Insurance: Teacher A _____ Teacher B _____

E. Long-Term Disability: As per salary amount agreed to

F. Leaves: Sick leave, personal leave, bereavement leave, family illness leave, adoptive leave, and paternity leave shall be apportioned according to the division of time shared (for example, if each teacher shares half-time, each teacher will receive one half days of sick leave, three half days of personal leave, etc. for respective established days available).

4. DIVISION OF WORK DAY:

Present specific division of workday or days, include specific span of time each teacher will be in contact with students or preparation for students.

5. DIVISION OF WORK YEAR: (If applicable)

Please see contract language (Article XIII) for additional guidelines.

6. HOW WILL TYPICAL DUTIES OF THE ASSIGNMENT BE SHARED:

A. Attendance at faculty meetings or how communication of such necessary information to meet instructional needs is to occur:

B. Parent conferences, including calendar scheduled conference time as well as communication to parents regarding discipline or learning difficulties of students:

C. Mutual Planning Time Arrangements:

D. Non-classroom Duties:

E. Agreement for Substituting (Item 8, Terms and Procedures)

F. Other Understandings or Agreements:

APPENDIX G-1

NON-PERMANENT & SEMI-PERMANENT FORMS

BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION TEACHER PERFORMANCE CHECKLISTS

Teacher _____ School _____

Grade or Subject: _____ Permanent _____ Non-Permanent _____

Date(s): _____ Time(s): _____ Semi-Permanent _____

The primary purpose of this evaluation scale is to provide information to teachers about their standards of performance as evidenced through the evaluation process. Standards of teaching skills have been determined as essential to successful teaching and are outlined in this checklist.

This form should be used as a part of a pre-observation conference observation and post-observation conference process.

Non-permanent teachers must be observed a minimum of (3) three times a year and semi-permanent teachers a minimum of (2) two times a year. Principals should share a copy of completed checklist with the teacher at, or prior to, the post-observation conference.

STANDARD I: PLANNING AND PRESENTING ORGANIZED INSTRUCTION

The effective teacher uses recognized, effective instructional techniques and strategies to promote successful student learning.

A. Develops and presents lessons in a clear and logical manner as evidenced by:	Observed	Not Observed	Not Applicable
- following clearly defined objectives based on corporation curriculum standards and student needs	_____	_____	_____
- presenting material in a sequential order	_____	_____	_____
- implementing multiple techniques to relate new information to previous teaching/learning experiences	_____	_____	_____
- other _____ _____			
B. Creates expectations for all students to participate and demonstrate understanding as evidenced by:	Observed	Not Observed	Not Applicable
- eliciting responses from volunteers and non-volunteers	_____	_____	_____
- asking clearly stated questions before calling on students and allowing appropriate response time	_____	_____	_____
- using a variety of questioning techniques (e.g. factual,			

opinion with supportive evidence, rephrasing) _____

- other _____

C. Uses instructional methods that promote desired learning as evidenced by: **Observed** **Not Observed** **Not Applicable**

- using resources and technology that effectively support the lesson _____

- providing relevant examples _____

- incorporating higher-level thinking skills into lessons _____

- providing student centered activities _____

- using various teaching strategies _____

- other _____

D. Maintains high student engagement throughout instructional period as evidenced by: **Observed** **Not Observed** **Not Applicable**

- monitoring students by moving among them _____

- responding to student questions _____

- providing assessment feedback _____

- adapting instruction based on student response _____

- stimulating creative thinking _____

- other _____

Comments:

STANDARD II: CLASSROOM MANAGEMENT

The effective teacher maintains a classroom environment that enhances student learning.

A. Establishes appropriate classroom rules and expectations consistent with building and district policies as evidenced by: **Observed** **Not Observed** **Not Applicable**

- communicating clear expectations for student behavior _____

- reinforcing positive student behavior in a consistent Manner _____

- demonstrating fairness, consistency, respect, empathy and _____

firmness in the handling of student problems	_____	_____	_____
- other _____			

B. Utilizes appropriate intervention strategies in managing student behavior as evidenced by:

- explaining standards of behavior and consequences for violating those standards clearly and logically	_____	_____	_____
- providing appropriate consequences for behavior	_____	_____	_____
- following established procedures for teacher intervention, parent communication and administrator referral	_____	_____	_____
- other _____			

Comments:

STANDARD III: MOTIVATION

The effective teacher is able to motivate students to participate in successful learning experiences.

A. Establishes an effective classroom climate as evidenced by:	Observed	Not Observed	Not Applicable
- fostering positive peer and student - teacher interaction	_____	_____	_____
- fostering mutual peer and student - teacher respect	_____	_____	_____
- accepting various student learning needs	_____	_____	_____
- being sensitive to the individual differences of each Student	_____	_____	_____
- helping students develop self-esteem	_____	_____	_____
- other _____			

B. Creates and encourages high expectations for all students as evidenced by:	Observed	Not Observed	Not Applicable
- sharing with students expectations for quality and quantity of work	_____	_____	_____
- supporting students in attempting to reach their highest Potential	_____	_____	_____

- providing positive student reinforcement (e.g. student recognition rewards)

- other _____

Comments:

STANDARD IV: ASSESSMENT

The effective teacher is able to evaluate student learning in order to diagnose student needs, design appropriate teaching strategies and measure student progress.

A. Reviews student assessment procedures for alignment with skills and concepts in lesson of unit as evidenced by:

Observed

Not Observed

Not Applicable

- setting performance standards for students based upon curricular proficiencies and objectives

- utilizing both formal and informal evaluation of learners' achievement in order to reassess and modify instructional decisions

- remediating, reteaching or extending teaching time to meet student needs

- evaluating learner progress on a continuous basis

- other _____

B. Uses a variety of assessments to evaluate both individual and collective student progress (e.g. student demonstration, oral responses, portfolios, worksheets, quizzes, tests)

Observed

Not Observed

Not Applicable

- other _____

C. Maintains an organized, understandable and retrievable record keeping system

Observed

Not Observed

Not Applicable

- other _____

Comments:

STANDARD V: HUMAN RELATIONS AND COMMUNICATION

The effective teacher communicates student success to all appropriate audiences.

A. Builds positive relationships with students, parents and colleagues as evidenced by :	Observed	Not Observed	Not Applicable
- willingness to listen to the ideas and concerns of others	_____	_____	_____
- sensitivity to individual differences (e.g. ethnic, cultural, socio-economic)	_____	_____	_____
- other _____ _____ _____			
 B. Communicates effectively with students, parents and colleagues as evidenced by:	_____	_____	_____
- using clear and concise language in written and verbal Communication	_____	_____	_____
- providing information and orientation for students, parents and other staff members	_____	_____	_____
- initiating and maintaining communication when necessary	_____	_____	_____
- other _____ _____ _____			

Comments:

STANDARD VI: PROFESSIONAL RESPONSIBILITIES

The effective teacher demonstrates professional and personal responsibilities as evidenced by:

- A. Meeting all contractual obligations
- B. Participating actively and constructively in program development
- C. Sharing expertise and new ideas with colleagues
- D. Maintaining confidentiality concerning information about students or the school community
- E. Other

Comments:

Teacher signature: _____

Administrator signature: _____

Note: Teacher signature does not denote agreement. The teacher may also attach dissenting remarks.

SF 124 (Rev. 7/94)

PROVISIONAL EVALUATION REPORT

Teacher _____ School _____ Date _____

Grade or Subject _____ Permanent _____ Non-Permanent _____

Date of Observation(s): _____ Semi-Permanent _____

This report is to be used as the evaluation for non-permanent teachers and teachers who are on an intensive assistance plan. It may also be used with semi-permanent teachers who have not moved to the professional evaluation cycle. Copies of this sheet, as well as the observation checklist sheets should be shared in an evaluation conference with the teacher and should be filed with the personnel office.

Identified Strengths:

The following standards are used in judging teacher effectiveness:

Areas for Improvement:

STANDARD I: PLANNING AND PRESENTING ORGANIZED INSTRUCTION

The effective teacher uses recognized, effective instructional techniques and strategies to promote successful student learning.

_____ Effective _____ Needs Improvement

Plan of Action:

STANDARD II: CLASSROOM MANAGEMENT

The effective teacher maintains a classroom environment that enhances student learning.

_____ Effective _____ Needs Improvement

Recommendation for Reemployment:

STANDARD III: MOTIVATION

The effective teacher is able to motivate students to participate in successful learning experiences.

_____ Effective _____ Needs Improvement

STANDARD IV: ASSESSMENT

The effective teacher is able to evaluate student learning in order to diagnose student needs, design appropriate teaching strategies and measure student progress.

Date: _____

Evaluator Signature

_____ Effective _____ Needs Improvement

STANDARD V: HUMAN RELATIONS AND COMMUNICATION

The effective teacher communicates student success to all appropriate audiences.

_____ Effective _____ Needs Improvement

My signature to this evaluation denotes only that I have been apprised of its contents. It does not indicate that I agree with the evaluation. Teacher may submit dissenting comments.

STANDARD VI: PROFESSIONAL RESPONSIBILITIES

Comments: _____

The effective teacher demonstrates professional and personal responsibilities.

_____ **Effective** _____ **Needs Improvement**

Date: _____
_____ **Teacher Signature**

Observation Dates: _____

SF123 (Rev. 7/94)

Teacher, Personnel, Building

APPENDIX G-2

BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION

STUDENT SERVICES PERFORMANCE CHECKLIST

(Dean, Counselor, Pupil Services Teacher, School Psychologist)

Teacher: _____ School: _____

Title: _____ Non-Permanent: _____

Permanent: _____ Dates: _____

Times: _____ Semi-Permanent: _____

The primary purpose of this evaluation scale is to provide information to student services staff about their standards of performance as evidenced through the evaluation process. This form should be used as a part of a pre-observation and post-observation conference process. Non-permanent student services staff must be observed a minimum of (3) three times a year and semi-permanent student services staff a minimum of (2) two times a year. It should be understood that the duties of a student services teacher require observations unlike a classroom teacher. These observations may include several "observed sessions" where the administrator is present during a variety of settings, conversations, and interactions dealing with students, staff, or other stakeholders. Administrators should share a copy of completed checklist with the teacher at, or prior to, the post-observation conference.

STANDARD I: PLANNING AND ORGANIZATION

The effective student services teacher uses recognized techniques and strategies to promote student success.

A. Presents information in a clear and logical manner as evidenced by:

	Observed	Not Observed	Not Applicable
Following clearly defined objectives based on corporation standards and student needs	_____	_____	_____
Implementing multiple techniques to relate information to students and stakeholders	_____	_____	_____
* other:	_____	_____	_____

B. Creates expectations for all students to develop and demonstrate appropriate behavior as evidenced by:

Creating options for student academic and social Behavior	_____	_____	_____
Asking clearly stated questions before calling on students and allowing appropriate response time	_____	_____	_____
Using a variety of questioning techniques (e.g. factual, opinion with supportive evidence, rephrasing)	_____	_____	_____

* other: _____

B. Uses methods that promote desired learning as evidenced by:	Observed	Not Observed	Not Applicable
---	----------	--------------	----------------

Using effective resources that support students Providing relevant examples	_____	_____	_____
--	-------	-------	-------

Incorporating higher-level thinking skills into discussions and meetings	_____	_____	_____
--	-------	-------	-------

Balancing the well-being of the school while being student centered	_____	_____	_____
---	-------	-------	-------

Using various strategies to facilitate student success

* other: _____

D. Promotes positive school climate as evidenced by:	Observed	Not Observed	Not Applicable
---	----------	--------------	----------------

Monitoring students	_____	_____	_____
---------------------	-------	-------	-------

Developing a positive relationship with Stakeholders	_____	_____	_____
--	-------	-------	-------

Actively communicating with stakeholders	_____	_____	_____
--	-------	-------	-------

Providing programs responding to student/ stakeholder needs	_____	_____	_____
--	-------	-------	-------

Adapting response techniques based on stakeholder Responses	_____	_____	_____
---	-------	-------	-------

* other: _____

Comments: _____

STANDARD II: STUDENT MANAGEMENT

The effective student services teacher promotes a community environment that enhances student learning.

A. Promotes appropriate rules and expectations consistent with building and district policies as evidenced by: Observed Not Observed Not Applicable

Communicating clear expectations for student Behavior _____

Reinforcing positive student behavior in a consistent Manner _____

Demonstrating fairness, consistency, respect, empathy and firmness in the handling of student problems _____

* other: _____

B. Utilizes the appropriate intervention strategies in managing student behavior as evidenced by: _____

Explaining standards of behavior and consequences for violating those standards clearly and logically _____

Identify and implement response to student behavior _____

Following due process procedures _____

Communicating with appropriate stakeholders _____

Identifying factors affecting student behavior _____

* other: _____

Comments: _____

STANDARD III: MOTIVATION

The effective student services teacher motivates students to be engaged in learning experiences.

A. Establishes an effective building climate as evidenced by: Observed Not Observed Not Applicable

Fostering mutual peer, student, student services staff Respect _____

Fostering and accepting diverse student needs	_____	_____	_____
Helping students develop self-esteem	_____	_____	_____
Being sensitive to the individual differences of each Student	_____	_____	_____
Fostering positive interactions with other stakeholders	_____	_____	_____
Fostering positive peer, student, and student services staff interaction	_____	_____	_____
* other: _____			
B. Creates and encourages high expectations for all students as evidenced by:	_____	_____	_____
Sharing with students expectations for academic and behavioral success	_____	_____	_____
Supporting students in attempting to reach their highest potential	_____	_____	_____
Consulting with staff, parents, and other stakeholders	_____	_____	_____
Providing positive student reinforcement	_____	_____	_____
*other: _____	_____	_____	_____
Comments: _____	_____	_____	_____

STANDARD IV: STUDENT EVALUATION BY STUDENT SERVICES TEACHER

A. Use available and relevant data to determine student needs as evidenced by:	Observed	Not Observed	Not Applicable
Obtaining and reviewing student records	_____	_____	_____
Interviewing relevant stakeholders	_____	_____	_____
Compiling data for use by student services staff or others	_____	_____	_____

	Observed	Not Observed	Not Applicable
B. Uses a variety of assessments to evaluate both individual and collective student	_____	_____	_____
C. Communicates relevant student data to appropriate internal and external stakeholders	_____	_____	_____
D. Maintain an organized, understandable and retrievable record keeping system	_____	_____	_____
other: _____	_____	_____	_____
Comments: _____	_____	_____	_____

STANDARD V: HUMAN RELATIONS AND COMMUNICATION

The effective student services teacher appropriately communicates with stakeholders.

	Observed	Not Observed	Not Applicable
A. Builds relationships with students and other Stakeholders as evidenced by:	_____	_____	_____
Listening to the ideas and concerns of others	_____	_____	_____
Sensitivity to individual differences (e.g. ethnic, cultural, socio-economic)	_____	_____	_____
* other: _____	_____	_____	_____
B. Communicates effectively with students and other stakeholders as evidenced by:			
Using clear and concise language in written and verbal communication	_____	_____	_____
Providing information and orientation for students, parents and other staff members	_____	_____	_____
Initiating and maintaining communication when necessary	_____	_____	_____
* other: _____	_____	_____	_____
Comments: _____			

STANDARD VI: PROFESSIONAL RESPONSIBILITIES

The effective student services teacher demonstrates professional and personal responsibilities as evidenced by:

	Observed	Not Observed	Not Applicable
A. Meeting all contractual obligations	_____	_____	_____
B. Participating actively and constructively in program development	_____	_____	_____
C. Sharing expertise and new ideas with colleagues	_____	_____	_____
D. Maintaining confidentiality concerning information about students or the school community	_____	_____	_____
E. Being knowledgeable of and following relevant legal mandates	_____	_____	_____
F. Maintaining current and accurate records	_____	_____	_____

* other: _____

Comments: _____

Teacher signature: _____

Administrator signature: _____

Date: ____/____/____

The teacher signature does not denote agreement. The teacher may attach dissenting remarks.

APPENDIX H-1
PERMANENT TEACHER FORMS
Bartholomew Consolidated School Corporation
Professional Growth Plan

Teacher(s): _____

School: _____ Date: _____

Length of plan: ____ One year ____ Two years ____ Three years

GOAL:

What do you hope to accomplish?

RATIONALE:

How will this improve student learning?

Describe how this goal aligns with corporation and building goals?

METHODS/STRATEGIES:

Describe the steps you will take to accomplish the goal.

INDICATORS OF PROGRESS:

How will you determine if you have achieved your goal?

What data will you use?

What criteria will you use to document your level of achievement?

RESOURCES/SUPPORT NEEDED:

SIGNATURES:

Teacher(s): _____ Administrator(s): _____

Date: _____

Copies provided to: Administrator, Teacher(s), Superintendent/designee

APPENDIX H-3
BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION
PROFESSIONAL GROWTH PLAN
FINAL SUMMARY APPRAISAL

Teacher(s): _____

School: _____ Date: _____

1. List the goal of the Professional Growth Plan.

2. List a descriptive summary of the process used in the Professional Growth Plan.

3. List the vital results/outcomes from the Professional Growth Plan.

Teacher(s) comments:

Administrator(s) comments:

SIGNATURES:

Teacher(s): _____

Administrator(s): _____

Date: _____

Copies provided to: Administrator, Teacher(s), Superintendent/designee

APPENDIX I
PERMANENT TEACHER FORMS
Bartholomew Consolidated School Corporation
Professional Assistance Program

AWARENESS PLAN

Teacher: _____ School: _____

Administrator: _____ Date: _____

1. Identification of the problem, incident, situation, or concern:

2. List the plan of action to remedy the problem, incident, situation, or concern:

3. List the date to review the plan of action:

4. Teacher comments:

Signature of teacher and administrator documents that a discussion of a problem, incident, situation, or concern has occurred. Signatures verify recommendation of the administrator: (does not denote that teacher agrees). The teacher may attach dissenting remarks.

A plan of action has been developed and a date to review the effectiveness of the plan of action has been established.

Teacher signature: _____ Administrator signature: _____

Teacher representative signature (if applicable): _____

Results of review of action plan:

After review of implementation of the action plan the administrator recommends:

_____ The problem, incident, situation, or concern has been resolved. The teacher is removed from the Professional Assistance Program.

_____ The problem, incident, situation, or concern has NOT been resolved. The teacher is moved into the Professional Assistance Plan.

Signatures verify recommendation of the administrator: (does not denote that teacher agrees). The teacher may attach dissenting remarks.

Teacher signature: _____ Administrator signature: _____

Teacher representative signature (if applicable): _____

Date: _____

Copies provided to: Administrator, Teacher, Superintendent/designee, Teacher representative (if applicable)

**Bartholomew Consolidated School Corporation
Professional Assistance Program
PROFESSIONAL ASSISTANCE PLAN**

Teacher: _____ School: _____

Administrator: _____ Date: _____

1. Review recommendation from Awareness Plan: Check when completed.

2. Plan of action:

a. List the plan of action to correct the problem, incident, situation, or concern:

b. List strategies for resolution: (include administrative assistance to be provided)

c. List indicators of success:

d. List a timeline for the plan of action:

e. List the date of review of the plan of action:

3. Teacher comments:

Signature of teacher and administrator documents that a discussion of a problem, incident, situation, or concern has occurred. Signatures verify recommendation of the administrator: (does not denote that teacher agrees). The teacher may attach dissenting remarks.

A plan of action has been developed and a date to review the effectiveness of the plan of action has been established.

Teacher signature: _____ Administrator signature: _____

Teacher representative signature (if applicable): _____

Results of review of action plan:

After review of implementation of the action plan the administrator recommends:

_____ The problem, incident, situation, or concern has been resolved. The teacher is removed from the Professional Assistance Program.

_____ The problem, incident, situation, or concern has NOT been resolved. The teacher is moved into the Intensive Assistance Plan.

Signatures verify recommendation of the administrator: (does not denote that teacher agrees). The teacher may attach dissenting remarks.

Teacher signature: _____ Administrator signature: _____

Teacher representative signature (if applicable): _____

Date: _____

Copies provided to: Administrator, Teacher, Superintendent/designee, Teacher representative (if applicable)

**Bartholomew Consolidated School Corporation
Professional Assistance Program
INTENSIVE ASSISTANCE PLAN**

Teacher: _____ School: _____

Administrator: _____ Date: _____

1. Review recommendation from Professional Assistance Plan: Check when completed.

2. The Bartholomew Consolidated School Corporation hereby offers an Intensive Assistance Plan to assist the teacher in resolving the identified problem, incident, situation, or concern.

3. I acknowledge the school corporation's offer to provide intensive assistance.

_____ I accept the offer of intensive assistance.

_____ I reject the offer of intensive assistance.

Teacher signature: _____

4. If the teacher rejects the offer of intensive assistance the administrator makes the following recommendation:

_____ dismissal of teacher

_____ other (such as resignation or early retirement)

_____ List recommendation:

5. If the teacher accepts the offer of intensive assistance the following plan is developed:

a. List what must be accomplished by the teacher:

b. List the intensive assistance to be provided:

c. List the timeline for successful improvement:

d. List the date for review of the plan:

6. Teacher comments:

Signature of teacher and administrator documents that a discussion of a problem, incident, situation, or concern has occurred. Signatures verify recommendation of the administrator: (does not denote that teacher agrees). The teacher may attach dissenting remarks.

An intensive assistance plan has been developed and a date to review the effectiveness of the plan of action has been established.

Teacher signature: _____ Administrator signature: _____

Teacher representative signature (if applicable): _____

Results of review of plan:

After review of implementation of the plan the administrator recommends:

____ The problem, incident, situation, or concern has been resolved. The teacher is removed from the Professional Assistance Program.

____ The problem, incident, situation, or concern has NOT been resolved. The teacher will be recommended for dismissal.

Signatures verify recommendation of the administrator: (does not denote that the teacher agrees). The teacher may attach dissenting remarks.

Teacher signature: _____ Administrator signature: _____

Teacher representative signature (if applicable): _____

Date: _____

Copies provided to: Administrator, Teacher, Superintendent/designee, Teacher representative (if applicable)

APPENDIX J
APPLICATION FOR SICK LEAVE BANK USAGE

Name _____ School _____

Date of Request _____

Date when first sick leave usage occurred for this disability _____

Has the illness caused continuous absences since the above date? YES _____ NO _____

How many continuous school days of absence have occurred since the onset of illness or injury? _____

PHYSICIAN'S STATEMENT

I hereby certify that _____ is temporarily disabled due to the following illness or injury: (Please state the condition and cause of the disability.)

Treatment Provided:

Prognosis for Return to Work:

Physician's Signature _____

Physician's Printed Name _____

Address _____

Date _____

(Applicant is to return this form to the Personnel Office.)

OBLIGATION TO REPAY SICK LEAVE BANK

Sick Leave Bank Repayment Provision

Repayment by a borrowing teacher for any such loans shall be made at the rate of a minimum of two (2) days per year when the teacher owes ten (10) or more days to the bank, one (1) day per year when the teacher owes less than ten (10) days to the bank. Repayment shall be made on the first year after the loan is made to the teacher. A teacher who resigns, retires, dies, or whose contract is nonrenewed or cancelled for any reason prior to repayment in full of sick bank days used shall not be required to repay the balance of any such days owed to the sick bank.

I hereby understand and agree to all provisions as it applies to sick leave bank usage.

Signed _____

Date _____

Witness _____

Witness _____

APPENDIX K APPLICATION 2011 SECONDARY SUMMER SCHOOL TEACHING

NAME: _____

SCHOOL: _____

1. Check the content area subjects you are teaching this school year and those you taught the previous four years.

	10-11	09-10	08-09	07-08	06-07
English 9,10,11,12	_____	_____	_____	_____	_____
Government	_____	_____	_____	_____	_____
Economics	_____	_____	_____	_____	_____
English as New Language	_____	_____	_____	_____	_____
Math	_____	_____	_____	_____	_____
Physical Education	_____	_____	_____	_____	_____
Health	_____	_____	_____	_____	_____
Librarian	_____	_____	_____	_____	_____
Band	_____	_____	_____	_____	_____
Special Education	_____	_____	_____	_____	_____
Jefferson Ed Ctr	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____

2. List grade level(s) of students you are teaching this school year.

_____K-6 _____7 _____8 _____9
_____ 10 _____11 _____12

3. Check employment status (as of March 2010/2011):

- _____ Permanent (Tenured)
- _____ Semi-permanent (3-4 years)
- _____ Non-permanent (1-2 years)
- _____ Temporary Contract
- _____ Not currently employed by BCSC

4. List any coursework, workshops, conferences and/or special study beyond licensing requirements in the separate subject area(s) for which you are applying to teach that you have had within the past 3 years. Spell out and clarify conference topics. Do not use abbreviations. (Relevance of coursework, workshops and conferences may be verified through respective department chairs.)

Coursework: _____

Workshops: _____

Conferences: _____

Special
Study: _____

5. List summer school courses taught in:

2007: _____

2008: _____

2009: _____

2010: _____

6. List summer school courses for which you applied on the summer school employment application in:

2007: _____

2008: _____

2009: _____

2010: _____

You may apply to teach no more than three (3) secondary courses. Check the courses for which you wish to apply to teach. (You may make three checkmarks only.)

SENIOR HIGH

- Government
- Economics
- English As A New Language
- English 9,10,11,12
- Problem Solving
- Pre Algebra
- Algebra
- Physical Education
- Health
- Band

SPECIAL EDUCATION

- LRC Inclusion Support
- Extended School Program for MOMD

Teachers must be available to teach the entire summer school session. NO JOB SHARES.

TEACHERS WILL BE NOTIFIED OF EMPLOYMENT BY MID-MAY.

Please return to Human Resources, by April 15.

(This form will be updated for the summer of 2012.)

FOR YOUR INFORMATION:

This is a copy of the POINT SHEET that will be used by CEA and the Summer School Administrator to determine your number of points.

Teachers appointed to teach a specific summer school course will be offered the opportunity to teach the same course for two consecutive years provided such course continues to be conducted in the summer school program and, further provided, the teacher has performed satisfactorily in the first year.

(If tied scores occur, hire date will determine decision.)

POINT SHEET

Name _____ Course Applied for: _____

How many years have you taught this course in summer school? _____

Points

- _____ 1. Teaching experience with the specific subject during the immediately preceding regular school year. (1 pt.)
- _____ 2. Teaching experience with the specific subject and grade level (or levels) during the immediately preceding regular school year. (1 pt.)
- _____ 3. Teaching experience with the specific subject, regardless of grade level, during the 5 school years immediately preceding summer school. (1 pt. for each of the 5 years)
- _____ 4. Teaching experience during the immediately preceding school year at the appropriate grade level (or levels) as the summer school course. (1 pt.)
- _____ 5. Tenure status of the teacher as a permanent, semi-permanent, or non-permanent teacher within the school corporation. (3 pts. for permanent teacher, 2 pts. for semi-permanent, 1 pt. for non-permanent teacher, 0 pts. for out-of-corporation teacher)
- _____ 6. Special study, coursework, or workshops beyond licensing requirements in the subject area being taught within the past 3 years. (1 pt. for each course or workshop up to a maximum of 3 pts.)
- _____ 7. Applied for the specific summer school position (course and level) within the previous 3 years. (1 pt. for each year of application to a maximum of 3 pts.) After teacher completes a term of employment, the number of points will revert to zero.

_____ TOTAL POINTS

**APPENDIX L
REQUEST FORM
WAIVER TO BCSC/CEA COLLECTIVE BARGAINING
AGREEMENT**

(Submit a copy to each CCIC co-sponsor (Superintendent and CEA President))

Specific Article of the Agreement for which waiver is requested: _____

Describe the rationale developed by the CIC for the need of this waiver: _____

Did the CIC achieve a two-thirds majority vote of all staff in the affirmative for this proposal? _____

Date approved: _____

Signature of CIC co-sponsor (principal) Signature of CIC co-sponsor (AR)

Date of CEA Executive Board meeting where waiver was considered: _____

Date Approved: _____ If not approved what was the reason: _____

Signature of CEA Secretary or President

Date of the Administration/CEA Formal Discussion meeting where waiver was considered: _____

Date Approved: _____ If not approved what was the reason: _____

Signature of Discussion Secretary

Date of annual review for renewal: _____ Date approved: _____

If not approved what was the reason: _____

APPENDIX M ADVANCED SALARY SCHEDULE

The Advanced Salary Schedule for this Agreement is listed below. Only those individuals who were receiving Advanced Salary at the end of 2003-04 will remain on this schedule. Compensation and an individual's placement within the Steps of the Schedule were frozen at the end of 2003-04.

ADVANCED SALARY SCHEDULE

Advanced Salary Schedule: available to teachers who have completed one full year with the school corporation and is for work above the master's degree based on special requirements.

Step I 10-14 semester hours	\$595
Step II 15-19 semester hours	\$894
Step III 20 semester hours or more at \$60 per hours to a maximum of 45 hours	\$2700
Step IV Doctor's Degree	\$3090

APPENDIX N
Application for Professional Growth Incentive

Date _____

Teacher's Name _____
School _____
Current Position _____

Masters Degree Completion:
Year _____ School _____

Proposed Training

Subject _____ Course/professional growth activity _____
Credits _____ #CRUs _____ #CEUs _____ (Complete one)
Date of completion of course or professional growth activity _____
University or Place of Training _____

Connection of proposed work to your professional goals, school goals, or corporation goals.

Proposed Training

Subject _____ Course/professional growth activity _____
Credits _____ #CRUs _____ #CEUs _____ (Complete one)
Date of completion of course or professional growth activity _____
University or Place of Training _____

Connection of proposed work to your professional goals, school goals, or corporation goals.

Proposed Training

Subject _____ Course/professional growth activity _____
Credits _____ #CRUs _____ #CEUs _____ (Complete one)
Date of completion of course or professional growth activity _____
University or Place of Training _____

Connection of proposed work to your professional goals, school goals, or corporation goals.

Teacher Signature

Principal Signature

Date

Date

Committee Approval and Date _____

(All applicants shall be notified by letter of approval or disapproval of their application as soon as the Professional Growth Incentive Committee has taken official action. If an application is disapproved, the letter will include a statement of the reason(s) for disapproval and outline the steps, including the timeline, to appeal the decision.)

APPENDIX O

Healthy Environment Action Guidelines

360Facility: Process

Priority levels/guidelines:

- Normal – requester and service provider meet within five (5) days
- High
 - Ex: Mold in storage area (in an area that you can prevent contact with people)
 - Requester and service provider meet within three (3) days
- Critical
 - Ex: Mold in occupied or high activity area (can immediately affect someone)
 - Requester and service provider meet within 24 hours
- Emergencies
 - Do not enter in 360Facility
 - Call for immediate assistance

Status of 360 Updates

- Status will be available in 360. Staff must check here for status updates.
- The person submitting the 360 will be notified via email when there is an update to the 360 if a checkmark is placed in the “Notify Requester” box. If you want to receive notification you must add this to the comments of the 360.

Action to take if updates are not clear or repairs are not timely:

- Step 1: Contact building manager/lead custodian
- Step 2: If not satisfied, contact building administrator
- Step 3: If not satisfied, contact Healthy Environment Committee.

If the issue referred to the Healthy Environment Committee requires Air Quality Testing or some other type of testing the following action will take place.

Response (Plan to correct issue)

- The plan for resolution will be brought to this committee for review and consensus before implementation.
- All testing (if that is part of the plan) will be done by a mutually agreed upon independent air quality or environmental expert, and results shared with all Healthy Environment Committee members, building administrators, and the individuals whose area is being tested.
- Upon completion of plan, communication will occur to committee members, building administrator, and staff members affected.
- Follow-up plans will be developed by the committee.

Results

- Copies of each report/test will be:
 - Given to all Healthy Environment Committee members.
 - Given to building administrator of affected building(s).
 - Given to staff members in affected area(s).
 - Distribution will be the responsibility of the designee of the Healthy Environment Committee.

Recommendations and guidelines for the High Standard Indoor Air Quality Plan and the Healthy Environment Action Guidelines come from:

“Tools for Schools”

“Mold Remediation in Schools and Commercial Buildings”

“Bruce Wallace, Alliance Environmental, Inc.; 10 point “No Mold” Program”.

APPENDIX P HEALTH PLAN OPTIONS

(See Article IV for additional details, exclusions, etc.)

EMPLOYEE CONTRIBUTIONS	OPTION 1	OPTION 2
Annual SINGLE*	2010 CALENDAR YEAR*	2010 CALENDAR YEAR*
20 Pay	\$300.00	\$800.00
26 Pay	\$24.04*	\$51.54*
26 Pay	\$18.49*	\$39.65*
(Spousal Exclusion applies) Annual – FAMILY*	2010 CALENDAR YEAR*	2010 CALENDAR YEAR*
20 Pay	\$1,000.00	\$2,000.00
26 Pay	\$69.54*	\$127.04*
26 Pay	\$53.49*	\$97.72*

***Commencing with the 2011 calendar year the School Corporation shall pay 85%¹ of the fully funded premium equivalent for 2011 as defined in Article IV, Section 3, E, and the teacher will pay the remainder.**

¹These amounts will change as follows: for 2012 calendar year @ 84%; 2013 calendar year @ 83%.

YOUR PLAN FEATURES	Network Provider	Out-of Network Provider	Network Provider	Out-of-Network Provider
Lifetime Maximum	None		None	
Calendar Year Deductible (Rx co-pays roll up to deductible)				
Individual	\$750		\$400	
Family	\$1,500		\$800	
Calendar Year Coinsurance Stop Loss Maximum				
Individual	\$3,000		\$1,000	
Family	\$6,000		\$2,000	
Hospital Room, Services, Supplies	80% after deductible	60% after Deductible	90% after deductible	60% after deductible
Inpatient Surgery	80% after deductible	60% after Deductible	90% after deductible	60% after deductible
Emergency Room Services	\$100 copay, then 80% after Deductible	\$100 copay, then 60% after Deductible	\$100 copay, then 80% after Deductible	\$100 copay, then 60% after Deductible
Urgent Care	\$40 copay, then 80% after deductible	\$40 copay, then 60% after deductible	80% after deductible	60% after deductible
Outpatient Surgery	80% after deductible	60% after Deductible	90% after deductible	60% after Deductible
Office Visits	\$20 copay, then 80% after deductible	\$20 copay, then 60% after deductible	80% after deductible	60% after deductible
	100% covered-subject to Preventive		100% covered-subject to	

Preventive Health Benefit	Health Benefits Guidelines-		Preventive Health Benefits Guidelines	
YOUR PLAN FEATURES	Network Provider	Out-of Network Provider	Network Provider	Out-of-Network Provider
Diagnostic X-Ray and Lab	80% after deductible	60% after Deductible	80% after deductible	60% after Deductible
Ambulance	80% after deductible	60% after Deductible	80% after deductible	60% after Deductible
Supplemental Accident	80% after deductible	60% after Deductible	80% after deductible	60% after Deductible
Inpatient Mental Health and Substance Abuse	80% after deductible	60% after deductible	80% after deductible	60% after deductible
	Annual Maximum: 60 days for mental health; 31 days for substance abuse		Annual Maximum: 60 days for mental health; 31 days for substance abuse	
Outpatient Mental Health and Substance Abuse	\$50 maximum per visit; Covered at 50% after deductible	\$50 maximum per visit; Covered at 50% after deductible	\$50 maximum per visit; Covered at 50% after deductible	\$50 maximum per visit; Covered at 50% after deductible
Physical, Speech & Occupational Therapy	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Chiropractic Services	80% after deductible	60% after deductible	80% after deductible	60% after deductible
	Annual Maximum: \$275		Annual Maximum: \$1,500	
Durable Medical Equipment	80% after deductible	60% after deductible	80% after deductible	60% after deductible
	Precertification required for purchases over \$200 and all rentals		Precertification required for purchases over \$200 and all rentals	
Hospice In Patient	80% after deductible	60% after deductible	90% after deductible	60% after deductible
	Precertification required; Lifetime max \$10,000		Precertification required; Lifetime max \$10,000	
Home Health Care Outpatient	80% after deductible	60% after deductible	90% after deductible	60% after deductible
	Precertification required; Annual max 60 visits		Precertification required; Annual max 60 visits	
Out of Network Benefits	80% after deductible	60% after deductible	80% after deductible	60% after deductible
PRESCRIPTION DRUG COVERAGE				
Rx co-pays roll up to deductible				
YOUR PLAN FEATURES	OPTION 1		OPTION 2	
	Retail Service (30 day supply)	Mail Order Service (90 day supply)	Retail Service (30 day supply)	Mail Order Service (90 day supply)
<i>Generic</i>	\$12	\$24	\$12	\$24
<i>Brand</i>	\$36	\$60	\$24	\$48
<i>Non Formulary Brand</i>	\$60	\$100	\$48	\$80
Rx co-pays roll up to deductible				

Note: This is only a brief description available under the plans. For a more detailed description of coverage, benefits, limitations and exclusions, please refer to the applicable certificate of coverage or the summary plan description.

