

MASTER CONTRACT AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES

OF

**THE CROTHERSVILLE COMMUNITY
SCHOOLS**

AND

**THE CROTHERSVILLE CLASSROOM
TEACHERS ASSOCIATION**

2011-2018

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Whereas, this Master Contract entered into this 14th day of February, 2011, by and between the Board of School Trustees of the Crothersville Community Schools, Crothersville, Indiana, hereinafter called the "Board" and the Crothersville Classroom Teachers Association, an affiliate of the Indiana State Teachers Association and National Education Association, hereinafter call the "Association", agree as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

SECTION 1. The Board hereby recognizes the Crothersville Classroom Teachers Association as the exclusive representative of all employed Teachers in the School Corporation.

SECTION 2. Definitions:

- A. The term "teacher" when used in this contract shall refer to all certified personnel employed by the Board except: The Superintendent, Principals, and Athletic Director, except in cases where the Athletic Director is a teacher for three (3) or more periods of the school day.
- B. The term "Board" and "Association" shall include authorized officers, representatives and agents.
- C. The term "School Corporation," when used in this Contract, shall refer to the Crothersville Community Schools of the State of Indiana.
- D. The term "Local Association" shall mean the Crothersville Classroom Teachers Association.
- E. Reference of the gender in this agreement, whether male or female, shall include all individuals regardless of gender, except when qualified by the specific language: "This section applies only to (male) (female) teachers."

ARTICLE II - CONTRACT PROCEDURES

SECTION 1. This contract supersedes and cancels all previous agreements whether verbal or written between the School Corporation and the Association as well as any alleged past practices of the School Corporation and this Contract constitutes the entire agreement between the parties.

SECTION 2. The parties agree that this Contract shall supersede any rules, regulations, policies, or practices of the Board which would be contradictory or inconsistent with the terms of this Contract. Any individual contracts between the Board and an individual member of the bargaining unit shall be made subject to this Contract.

SECTION 3. Any amendments or agreement adding to, subtracting from, or supplemental to, this Contract shall not be binding upon either party unless it is executed in writing by each of the parties hereto.

SECTION 4. If any provision of this Contract or any application of this Contract to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS

SECTION 1. The School Corporation agrees to deduct from the salaries of teachers in the bargaining unit, who are members of the Association and for whom the School Corporation has on file by October 15, current payroll deduction authorizations provided by the Association in accordance with state law, the annual dues of the Association in ten (10) equal payments over (10) payroll periods. The deductions shall be remitted not less frequently than monthly to the Association. The authorization for payroll deduction of Association membership dues shall be on a continuing basis unless revoked, in writing, by the employee through the Association.

SECTION 2. The local Association shall have the right to use school buildings at reasonable times for meetings. Such meetings will be scheduled in accordance with the policies and rules concerning use of the building.

SECTION 3. The Association may use the bulletin boards in the facility lounges (or in another area frequented by teachers if necessary) to post materials provided the Association's sponsorship of the materials appears thereon.

SECTION 4. The Association shall be permitted access to teachers' mailboxes, to insert notices and literature.

SECTION 5. The president of the Association shall be allowed to visit (once a day) within the Crothersville Community Schools to investigate teacher complaints. Such individual shall report to the office of the principal and present the request in writing to investigate. If possible, this is to be done on unassigned time.

SECTION 6. When the President engages in Association activities directly relating to the Association's duties as representative of the teachers, the Association's President shall be given one day without loss of pay.

SECTION 7. The School Corporation agrees that at the first general meeting for teachers (and the orientation for new teachers if a separate meeting is held), it will announce that the Association is the exclusive representative for the teachers, make copies of the then current collective bargaining agreement available, introduce the local Association president and announce the time and place of the next Association meeting.

SECTION 8. Before contracts shall be issued to returning teachers, they shall be signed by the School Board and the Superintendent.

SECTION 9. The Board agrees to make available to the Association copies of all public financial documents and reports upon request of the Association.

SECTION 10. Teachers shall be permitted to see all materials in their files except that relating to pre-employment information, on request, and shall have the right to duplicate any such materials so examined. Teachers shall receive an exact copy of all written evaluations made of their work following such evaluations. Any teacher shall be notified whenever any statement which is critical of such teacher is made a part of any official record of the School Corporation. If the teacher so desires, he/she may make a written statement of response or defense, which statement shall be attached to such derogatory entry.

SECTION 11. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Indiana General School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE IV - RIGHTS OF DISCUSSION AND PETITION

SECTION 1. The School Corporation, through its designee, agrees to discuss with the Association, through its designee, matters of discussion as mandated by Public Law 217, as amended. Such discussions shall be held as needed by mutual agreement when either party proposes a topic of discussion. The Superintendent and the teacher leader of this committee shall establish the agenda for said meetings at *least two working days prior to the meeting of the committee.*

SECTION 2. Any teacher(s) has the right to petition the School Corporation and the Board, and may do so through the scope of this agreement.

SECTION 3. The exercise of rights as set out in this contract shall not be the cause of any reprisal against any participant exercising such right. All documents, communications, and records dealing with the exercise of such rights shall be filed separately from the personal file of the teacher(s) and shall not be used as the basis for evaluations.

SECTION 4. The evaluation of the professional performance of all teachers is the responsibility of the board working through its designees. All monitoring or observation of the professional performance of a teacher shall be conducted openly and with full knowledge of the teacher. No teacher shall be reprimanded in front of students, other teachers or parents.

- A.** A minimum of two (2) observations, one each semester, of at least 30 minutes duration during each school year by administrative representatives for non-permanent, once per school year for semi-permanent teachers, and once every two years for permanent teachers shall be considered as the minimum for formal staff evaluations.

- B. A conference between the teacher and the evaluator may be requested by either party at which time any written evaluation shall be reviewed by the teacher and the evaluator, be signed by both parties, and an exact copy of such evaluation given to the teacher at that time.
- C. All teacher evaluations and conferences shall not begin before October first (1st) of any given school year and shall be completed by March twenty-eighth (28th) of that same school year. If a teacher desires additional visitation(s) by the evaluator, such a visitation for the purpose of formal evaluation shall be made on a date agreed upon mutually by the evaluator and the teacher.
- D. The evaluator shall give assistance to those teachers having areas of professional difficulty.

SECTION 5. ISTEP test scores may not be used to evaluate the performance of any teacher.

SECTION 6. A joint committee comprised of teachers and administrators will be formed to evaluate student achievement as it relates to standardized testing relevant to school accreditation. Criteria for determining student achievement will be agreed upon by the committee using various means of assessment. The committee will be responsible for developing and evaluating a plan to improve student achievement.

SECTION 7. Any teacher not otherwise notified *on or before May 1*, shall be given a contract for the succeeding school year. The succeeding contract shall be equal to the terms and conditions of the previous contract unless negotiations between the Board and the Association establish improved terms and conditions of employment.

SECTION 8. Teachers may request permanent teacher status at the end of their fourth year in the system. If the Board agrees, the teacher shall be given a two-year contract, and the teacher shall enjoy all rights and privileges of a permanent teacher.

ARTICLE V - BOARD RIGHTS

The Board and the Association recognize that the provisions of this contract or any supplement thereto constitute limitations and are the only limitations upon the Board's right to manage the school district, and that the Board has the responsibility and authority to manage and direct all operations of the school district to the full extent vested in it by the laws of the State of Indiana.

ARTICLE VI - TEACHER DAYS, HOURS, AND ASSIGNMENTS

SECTION 1. Nothing contained in this Contract shall be construed to prohibit the Board from offering an extended contract to an individual teacher, such additional days to be paid for at the teacher's per diem rate of pay or pursuant to the extra-curricular schedule.

SECTION 2. The normal work day for teachers shall be **8:00 a.m. to 3:00 p.m.**, *however for fifteen minutes before and five minutes after the normal work day, teachers will be in or near their classrooms (compensated by the Flex Day provision).* Fridays and the day beginning a school vacation, teachers shall be released at the close of the student day. On the last "records day" of the school year teachers shall be released upon completion of all necessary records and reports as designated by the building principals.

SECTION 3. Secondary teachers shall have one preparation period per student day. A minimum of at least 180 minutes of preparation period per week shall be provided for elementary teachers.

SECTION 4. The normal work day for teachers on scheduled non-student days, the hours for summer school, vocational teachers, and teachers employed pursuant to extended contracts will be determined by the Board and shall not exceed the normal work day as provided in Section 2 above.

- A.** Teachers of summer school classes shall be paid for each hour of instruction at an hourly rate based on their regular teacher's contract salary. For each six (6) hours of class, one (1) hour of preparation time shall be paid. Positions in the summer school shall be filled first by teachers regularly employed in the school corporation during the normal school year.
- B.** Teachers of Adult Education Classes (after school remedial work, etc.) shall be paid for each hour of instruction at an hourly rate based on their regular teacher's contract salary. For each six (6) hours of class, one (1) hour of preparation time shall be paid as stated above.

SECTION 5. Professional responsibilities may require extension of the normal work day only as follows:

- A.** The normal work day for teachers may be altered for the purpose of conducting parent-teacher conferences pursuant to the discussion process of *Article IV, Section 1*.
- B.** A total of three (3) faculty and/or curriculum related meetings per month which shall not extend beyond 4:00 p.m.
- C.** Teacher-parent-student conferences, provided teachers are given 24 hour notice if requested by the teacher.
- D.** Open houses for parents, provided that there shall not be more than one (1) open house per year at a school.
- E.** Other professional responsibilities that extend the normal work day may be requested of teachers but shall be voluntary on the part of teachers. No reference to acceptance or rejection of voluntary duties shall be made a part of teacher evaluations.

- F. In the case of a required activity that extends beyond the normal work day, a teacher shall be excused for good cause with the prior consent of the principal or the superintendent, *provided that excuse is made at least twenty-four hours in advance of the scheduled activity*, except in the case of an emergency. There will be a minimum of twenty-four (24) hours notice to the staff regarding scheduled activities.

SECTION 6. The Policy of the School Corporation is to avoid the assignment of teachers outside the scope of their certification but such assignments may be made by the School Corporation. Due consideration will be given in the evaluation of any teacher where the teacher was teaching outside the scope of the teacher's certification.

SECTION 7. Whenever special teachers for art, music, computer, physical education, or library are scheduled in the elementary grades, the regular teacher will not be required to remain in the classroom and such time may be used as the teacher's preparation period. When the regular teacher is required to remain in the classroom during such absence or otherwise, the regular teacher may apply for and receive credit for personal leave time for the number of minutes so spent.

SECTION 8. Teachers shall be provided at least thirty (30) minutes of time between the hours of 10:30 a.m. and 1:30 p.m. each day during which the teacher shall have no assigned duty. In the event the teacher is assigned duties on any given day, and does not receive the thirty (30) minute period, the teacher, upon application through the building supervisor, shall be credited with one-half (1/2) hour of personal leave time.

- A. Teachers may leave the school grounds during the thirty (30) minutes, or more, unassigned duty time, which does not include preparation period (preparation period is part of your compensated workday and is to be used for job related preparation), but must inform the office or the building supervisor that they are leaving and advise them again upon return.

SECTION 9. If, during the term of a teacher's contract, the schools are closed on what would otherwise be a regular teacher's day in the calendar by order of the School Corporation and through no fault of the teacher, the teachers shall receive their regular salary during such time the schools are closed. In the event schools are closed, the School Corporation may seek a waiver from the Department of Education for days lost during the school year.

SECTION 10. The school year for teacher attendance purposes shall be one hundred eighty-five (185) days. Two (2) of such days shall be days which the schools are adjourned and teachers released with pay in conjunction with the Association and its affiliate group's statewide meetings. The school shall also be closed and teachers released with one (1) day of pay on the Wednesday before Thanksgiving Day in November of each year.

SECTION 11. All teachers shall be given notice of their schedule for the forthcoming year no later than the 21st of July. No changes shall be made in the schedule after July 21st except in emergency situations and those advantageous to school curriculum.

SECTION 12. Department Chairs:

- A. Department chairpersons shall be selected by the teachers within the department and with the approval of the principal. The appointment shall continue until the principal or the teachers within the department request that a change be considered. Teachers in the department will formulate a suggested list of duties which shall be subject to the principal's approval.
- B. Reimbursement for department chairpersons shall be \$200.00.
- C. Department chairpersons shall not evaluate other teachers within the department. Department members shall include the department chairperson, department personnel, and any part-time teachers.
- D. These departments shall be clustered: English, Math, Science, and Social Studies.

SECTION 13. Homebound Instruction:

- A. Homebound instruction shall be offered to the student's regular teacher(s) first and then to the current qualified members of the staff at their contract hourly rate before being offered to persons outside the district at market rates. One hour of preparation for every six hours of instruction shall be provided for homebound instruction.

ARTICLE VII - TEACHER TRANSFERS

SECTION 1. Teachers may apply for transfers to be effective the next school year without given reason(s) for the request.

SECTION 2. Teachers may apply for transfers to be effective during the current school year provided that in such cases, the teacher shall be required to state the reason(s) for the transfer request.

SECTION 3. The Board shall post a list of known vacancies for the following school year by May 1, in each school. This list shall be updated periodically as vacancies occur and are filled. Any vacancy may be kept confidential until the end of school, at the request of the teacher concerned.

ARTICLE VIII - DISCIPLINE

SECTION 1. Each teacher shall, when pupils are under such teacher's charge, have the right to remove a disruptive student from the classroom when (1) normal corrective measures have failed and (2) when at the time of the removal such action is reasonably necessary to carry out the educational function of which the teacher is then in charge or (3) when at the time of the removal such action is reasonably necessary to prevent an interference with such educational function. As required by Indiana law and to protect the School Corporation from legal exposure, teachers shall not exclude a student from the classroom in this manner for a period of more than one day without the approval of the principal or his designee.

SECTION 2. Recognizing that both the School Board and the teachers are required by law to accord certain rights and procedures to students, no teacher shall assert a right under this section to take any action against a student which action conflicts with any legal determination, including the determination of a school hearing examiner in a hearing mandated by law, which precludes the School Board from taking such action.

SECTION 3. After referring the students for disciplinary action, the teacher may inquire as to the action taken by the principal.

SECTION 4. Under normal classroom conditions, no teacher shall enter into any classroom being used for instruction by another teacher without permission from that teacher, if the intent is to take disciplinary action against a student.

ARTICLE IX - LEAVE

SECTION 1. The School Corporation reserves the right to require written verification of the reason(s) for any or all leaves.

SECTION 2. Sick Leave:

- A. Each teacher shall be entitled to be absent from work because of personal illness, quarantine or "family" illness, for a total of thirteen (13) days for the first (1st) year and ten (10) days in each succeeding year without loss of compensation.
 - 1. "Family", for the purpose of this leave (**Article IX-Section 2A**) shall mean spouse, children, mother, father, and any other relative living as a member of the household of the teacher.
- B. For maximum purposes of sick leave accumulation following the end of the 2007-2008 school year and thereafter, the maximum of one hundred twenty (120) days will be applicable and days in excess of that maximum will be compensated at Sixty Dollars (\$60.00) per day paid into the teacher's VEBA account
- C. The sick leave accumulation limitation will be applied at the end of each school year. At the start of each school year, a teacher will have their accumulation up to the maximum and any annual leave entitlement for that school year applied. If in any one year the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulative to a total of one hundred and twenty (120) days. Sick leave days accumulated by a teacher, prior to a leave of absence, shall be credited to the teacher upon return. Earned days (qualified used days) taken shall not be held against the teacher during the evaluation process.
- D. A newly employed teacher who has accumulated sick leave in another school corporation of this state shall receive credit for such sick leave as follows:

1. There shall be added to the teacher's sick leave in the second year of employment with this School Corporation and each succeeding year thereafter three (3) days of sick leave until the number of accumulated days to which the teacher was entitled in the last place of employment shall be exhausted.

SECTION 3. Personal Leave:

- A. Teachers shall be granted four (4) days of personal business leave without loss of pay per school year. This leave is to be used for personal business only, which cannot be conducted after normal school hours.
- B. Request for personal leave shall be made one (1) week in advance except when the teacher is unable to do so. However, if circumstances change or if school is closed, the teacher will not be required to take the personal day, and it will not be counted. Unused personal leave will be added to sick leave at the end of the year.

SECTION 4. Funeral/Bereavement Leave:

- A. "Immediate Family" when used in this section (**Article IX-Section 4**) will mean employee's husband, wife, child, mother, father, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, and any other relative living as a member of the household of the teacher.
- B. Up to five (5) consecutive school days of absence, without loss of pay commencing with the day after the death of an "immediate family" (**see above**), shall be granted a teacher. These days cannot be extended following a Christmas vacation, spring break, fall break, summer vacation, or other such extended school holiday, break, or recess.
 1. Allowance will be available in the event that the funeral is delayed following the death of an "immediate family" as the result of a special circumstance (*ex.-waiting for other members of the family to arrive, transportation of the deceased, weather conditions*).
 - a. In such a situation the employee will be required to list the exact five (5) dates to be taken on a leave form approved by both the building principal and superintendent.
 - b. If additional regular contracted days are taken-off between the death of the "immediate family" and the actual funeral that may exceed the five (5) allowed, they must be charged as personal leave or sick leave days.
 2. If the teacher leaves his/her assigned position before *noon*, this will be counted as the first day. If the teacher leaves after *12:00 noon*, the first day starts the following day.
- C. One school day of absence without loss of pay may be granted to a teacher to attend the funeral of any relative or close friend of the teacher or their spouse not covered under *Article IX-Section 4A*. Such a request must be presented on a leave form in writing, first to the principal and then to the superintendent for approval. All other cases will be charged to personal business leave.

SECTION 5. Major Disability Leave:

- A. This policy** – Shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration. Such physical disability shall include, among other items, disability arising from major surgery, childbirth, physical illness, mental illness or severe emotional disturbance, causing a disability for more than three (3) weeks.
- B. Use of Term** – The masculine gender shall include the feminine wherever required by the context in which this policy is applied.
- C. Anticipated Disability** – Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply:
1. The teacher requesting leave shall notify the Office of the Superintendent of the expected time of leave as soon as reasonably possible.
 2. The School Corporation may request the condition of the employee, and when the time leave shall begin, and the teacher's ability to continue teaching, on a statement from the teacher's physician.
 3. Any teacher who is pregnant may continue in active employment as late into the pregnancy as she desires and as she is able to fulfill the requirements of her profession. Temporary disability caused by pregnancy is to 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 anytime between the commencement of her pregnancy and one year following the birth of the child if, except in a medical emergency, 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 including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn if it is applicable. In the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave as otherwise provided in this section immediately upon her request and certification of the emergency from an attending physician.
 - b. All or any portion of a leave taken by a teacher because of a temporary disability caused by a pregnancy may be charged at her discretion to her available sick leave. A certificate of inability to perform teaching duties, signed by the teacher's physician, must be presented with the request for sick leave under this provision. After her available sick leave has been used, the teacher may be absent without pay subject to *section A* of this section.
 - c. This leave may be taken without jeopardy to reemployment, retirement, and salary benefits, permanent or semi-permanent teacher status, and seniority rights.

- D. Time of Return to Teaching Duties** – Subject to the notice and other requirements set out in *paragraph d following*, the teacher may resume teaching duties at such time as in the opinion of the teacher and the teacher's physician that the teacher is able to resume teaching. The School Corporation may, at its option, require the certificate of the physician to this effect.
- E. Notice of Return to Teaching** – As soon as reasonably determinable after the commencement of this disability leave, or within sixty (60) calendar days of the termination of this disability, the teacher shall notify the Office of the Superintendent of the time of return to teaching or of the fact that the teacher does not intend to resume teaching, duties, and shall, if intending to return to teaching, keep the School Corporation advised of any change in such return time. If requested by the Superintendent of Schools, the teacher shall furnish the School Corporation proof of his continued disability at any time during such disability. Unless waived by the School Corporation, the teacher shall not be entitled to return to teacher duties unless at least two (2) calendar weeks' notice is given by the teacher of the intention to return to work, and the return to work shall be coincidental with the beginning of a grading period so as to insure continuity of the educational program.
- F. Position to Which Teacher Returns** – Upon a teacher's return to work, the School Corporation shall assign the teacher to the same position held by such teacher when leave commenced, except in the following instances:
1. Where the position and such substantially similar positions have been filled by a teacher pursuant to a temporary or regular teaching contract.
 2. Where the return is within six (6) weeks of the end of a semester.
- In either such event, the teacher shall be assigned a teaching position in the following order of preference: to a substantially similar position, to any available position for which the teacher is qualified, or to a position as a full-time substitute. Such alternate assignment shall extend solely to the end of any current semester if the disability began with such semester. In any case, the teacher, if otherwise entitled to a contract at the commencement of the next school year, shall be assigned in accordance with the policies and applicable law governing reassignment as though the teacher had taken no leave subject, however, to dismissal for reduction of staff in accordance with the procedures under applicable law.
- G. Limitations** – A leave of absence may begin at any time after it becomes apparent that the disability is forthcoming, but in no event shall a leave be granted for more than one (1) calendar year.
- H. Rights of Permanent, Semi-permanent, and Non-permanent Teachers** – No leave granted under this policy shall change the rights of a permanent teacher. With respect to non-permanent or semi-permanent teachers, if the leave extends beyond the first day of May of any year, the School Corporation, if it desires not to renew the teacher's contract for the next school year, shall give the teacher notice on or before May 1 that the teacher's contract will not be renewed.

- I. Sick Leave – This leave is intended to be in the nature of leave for extended sickness. For this reason, any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated under *IC 1971, 20-6-16-2* or under the School Corporation's sick leave policy, but shall be required, at the option of the School Corporation, to present a doctor's certificate of disability to justify such use of accumulated sick leave days.
 1. Unless directed otherwise, and in order to comply with any State requirements for payment of ordinary sick leave, the teacher shall in requesting leave under this policy choose what time shall be allocated as ordinary sick leave and shall indicate on his/her request for leave under this policy the beginning and ending dates for such ordinary sick leave, so that the time of ordinary sick leave can be clearly distinguished from the major disability leave.
 2. The dates for ordinary sick leave shall fall outside the dates of the major disability leave and the ordinary sick leave shall be taken prior to or at the conclusion of the time to be allocated as major disability leave.

SECTION 6. Returning from Leaves of Absence:

- A. A teacher returning from a leave of absence covered by this *Article* shall be given a position in the school system which is in keeping with his/her certification or position as a full-time substitute. A teacher whose leave of absence was not anticipated to, and did not in fact, exceed sixty (60) calendar days, shall be reinstated to the same teaching position. Teachers from leaves of absence shall retain all of the accumulated rights and benefits to which they were entitled at the time the leave began.

SECTION 7. On the Job Injury:

- A. A teacher who is absent from work because of injury received on the job receives regular pay from his/her accumulated sick leave the first five (5) days (chargeable against sick leave). After the first five (5) days the teacher will be paid by the School Corporation the difference between Workman's Compensation and his regular pay not to exceed the total dollar value of his total accumulated sick leave.

SECTION 8. Jury Duty Leave:

- A. When requested, a teacher may serve on jury duty. The Board shall pay the teacher his/her full salary less any daily remuneration granted by the court. Pay for court incurred expenses shall not be considered as court pay and shall not be deducted from the teacher's salary, provided, however, the teacher will join with the School Corporation in requesting the court for excuse from jury duty, when in the opinion of the School Corporation, the teacher's absence would create a hardship on the educational program.

SECTION 9. Professional Leave:

- A. Teachers, upon request to their Principals and subject to approval by the Board, may be granted paid professional leave to attend meetings, seminars and professional conventions. This leave shall not be deducted from sick or personal leave.

SECTION 10. Flex Day:

- A. Teachers shall be granted one (1) flex day without loss of pay per school year to compensate for time spent before and after school. Any unused flex days will be added to sick leave at the end of the year.

SECTION 11. Adoptive Leave:

- A. Adoptive leave shall be granted up to a period of one (1) school year. Upon notification of impending adoption, the employee shall notify the superintendent of his/her intent. The period of leave shall commence when the child is physically turned over to the parent. Accumulated sick leave of six weeks (30 days) maximum may be used for this leave.

ARTICLE X - SICK LEAVE BANK

SECTION 1. The purpose of the Sick Leave Bank is to relieve its members from undue financial burdens due to absence from work on a long-term basis due to illness, injury, or incapacitation sufficiently severe that it would make their presence in school inadvisable.

- A. Each bargaining unit member in the Corporation may contribute, during any appropriate enrollment period, one (1) day of such employee's unused sick leave to the Sick Leave Bank. Enrollment shall be open from the first day of school until *September 30th* of each school year. An employee hired by the Corporation after the annual enrollment period has passed shall have thirty (30) days from the day of employment to enroll in the Sick Leave Bank. All new members to the Sick Leave Bank shall contribute one (1) day per school year for each of the first three years of Sick Bank membership, regardless of the total number of days in the Sick Leave Bank. Enrollment in the Sick Leave Bank shall be on the prescribed form.
- B. Employees may contribute only actual unused days of sick leave to the Sick Leave Bank.
- C. Once an individual contributes a day or days to the Sick Leave Bank, such contribution shall not be refundable regardless of any subsequent loss of membership or resignation of membership by the individual and regardless of any change in the individual's employment status.
- D. This shall be strictly a voluntary Sick Leave Bank, and no employee shall have any liability or obligation to maintain his or her membership or to pay or contribute sick leave days to the Sick Leave Bank or to any individual at any time when the Sick Leave Bank has become exhausted.

- E.** The School Corporation shall contribute no days, whatsoever to the Sick leave Bank, nor shall the Corporation itself fund the Sick Leave Bank, in any other manner.
Furthermore, the School Corporation shall in no event have any liability or obligation to pay sick leave days to or fund the Sick Leave Bank at any time when such Sick Leave Bank has been exhausted.
- F.** Membership shall be on an annual basis, and the employee must be actively serving his/her position at the time of enrollment to be eligible for membership.
- G.** Sick Leave Bank benefits shall be used for the personal illness, quarantine, or disability of the member only. Each use of the Sick Leave Bank must be supported by a written request for its use from the Sick Leave Bank Member and must be accompanied by a physician's statement substantiating the absence, indicating the nature of the illness and giving a prognosis for the teacher's return to work.
- H.** A person will not be able to withdraw days from the Sick Leave Bank until his/her own accumulated sick leave days are depleted.
- I.** An individual member who wishes to use the Sick Leave Bank must wait at least five (5) working sick days without pay before use of the Sick Leave Bank will be authorized; these days are not reclaimable from the Sick Leave Bank.
- J.** An individual member may not use more of the Sick Leave Bank's days during a contract year than the total of his/her own individual accumulated sick leave at the beginning of the school year.
- K.** Applications for Sick Leave Bank usage shall be treated on a first-come, first-serve basis. In addition, several people may draw on the Sick Leave Bank simultaneously.
- L.** Days taken from the Sick Leave Bank shall apply only to those days on which a teacher would receive pay if the teacher were not under disability.
- M.** Sick Leave Bank benefits shall not be paid for any day on which the teacher takes any type of leave or attempts to combine fringe benefits (including but not limited to any Long Term Disability Insurance benefit), if such taking of leave or combination of benefits would operate in a manner such that the teacher would, should Sick Leave Bank benefits be paid, draw "double" or otherwise increased pay for any day.
- N.** The Sick Leave Bank shall not operate in any manner such that any teacher receiving workmen's compensation benefits receives either more or less than the teacher's regular pay, nor shall it operate in any other circumstances such that the teacher receives on behalf of any particular day either more or less than the teacher would have received should that day have been worked.
- O.** The Sick Leave Bank shall be administered by a committee of three (3) members appointed by the president of the Association and two (2) members appointed by the superintendent. Each committee member shall be appointed for (1) year and may be re-appointed each succeeding year.

- P. The Sick Leave Bank committee may grant, deny, or suspend grants of sick leave days from the bank. Its judgment or decision will be final.
- Q. Persons withdrawing sick leave days from the bank will not be required to replace these days.
- R. Unused Sick Leave Bank days will be carried over to the next school year. No contribution from current members will be needed, except as herein provided in *Section 1A*, if the number of days carried over is one hundred fifty (**150**).
- S. The Sick Leave Bank shall not be used for childbirth/maternity leave, unless there are medical complications for the member that arise from the childbirth.
- T. The School Corporation shall provide the Association, upon a written request of the Association, a status report on the Sick Leave Bank. Such status report shall include names of bargaining unit members participating in the Sick Leave Bank, the number of days in the Sick Leave Bank, number of days used to date from the Sick Leave Bank, and any other information the Corporation keeps relative to the records of the Sick Leave Bank.

ARTICLE XI – INSURANCE

SECTION 1. The Board will pay 75% of the premium and the employee will pay 25% of the premium for the health and hospitalization, and major medical. The Board shall pay 100% of the premium to provide those teachers in the group health program with \$45,000 term life and ADD (Accidental Death and Dismemberment), and those teachers who do not participate in the group health insurance program with \$50,000 term life and ADD except for \$1.00 per year.

- A. Such coverage shall be as currently in force, or substantially similar insurance for the term of this contract.

SECTION 2. Each teacher shall be covered by a long term disability insurance program paid for by the Board that provides for a benefit up to $66 \frac{2}{3}$ of salary to age sixty-five (65) not to exceed \$5,000 per month. The elimination period is ninety (**90**) days.

SECTION 3. Any teacher that retires under the early retirement Rule of 85 and has completed fifteen (**15**) continuous years with Crothersville Community Schools will be eligible for participation, at their expense, in the school corporation's group health insurance plan as a retiree until the retired teacher is eligible for Medicare. In order to be eligible to participate in the School Corporation's group health insurance plan as a retiree, an eligible teacher must also be enrolled in the plan at retirement or submit a written notice within ninety (90) days after the teacher's retirement date.

- A. A teacher may use their Crothersville Community School Corporation's Retirement VEBA to pay for their health insurance premiums during retirement. Should the Retirement VEBA not be able to pay the retiree's health insurance premiums, then the retirees must submit the premiums to the School Corporation one month in advance.

ARTICLE XII - COMPENSATION AND EXPENSES

SECTION 1. The salary schedules for teachers for the 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, and 2017-2018 school years will be calculated as follows:

- A. The bachelors and masters columns of the salary schedule will be increased by increasing each experience step by the same percentage increase as the state average for the first one hundred twenty-five (125) contract settlements published by the Indiana Education Employment Relations Board.
- B. Contractual pay will be divided into 26 *installments*, with pay every other Friday, as scheduled.
- C. Nothing in the salary schedule shall be construed as to prevent the Board from paying whatever salary it deems best in order to obtain or retain teachers of unusual scarcity, ability, qualifications or training.

SECTION 2. In addition to the 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, and 2017-2018 basic salaries provided by *Appendix A*, the Board shall pay the Indiana Teachers' Retirement Fund (ISTRF) an additional three percent of the teacher's salary as the teacher's contribution obligation to the ISTRF Resolution (On file in Superintendent's office)

SECTION 3. All adjustments to salaries resulting from additional training shall be effective at the beginning of the contract year provided that the teacher has notified the superintendent of the fact, or the likelihood of the fact, prior to August 1st or prior to the new school year start.

SECTION 4. Credit shall be given for each year of military service up to a maximum of three (3) years. To receive this credit the eligible teacher shall notify the Superintendent in writing at the start of any given contract year. Under no circumstances will back-pay be given for military service because of a teacher's failure to notify the superintendent of such service.

SECTION 5. The salaries for extra-curricular activities are set forth in *Appendix B*. for the 2010-2011 school year.

- A. The parties understand that the Board shall retain its sole authority to hire, promote, assign, transfer, retain or remove any person from any or to any position for which additional compensation is paid.

- B.** Extra-Curricular employees will be paid at the end of the school year or at the end of the season of the sport for which they are employed. The total compensation will be paid in one installment.

SECTION 6. Any teacher required by the School Corporation to use his/her private automobile for assigned school duties shall be reimbursed for expenses at the rate of twenty-five cents (\$.25) per mile where the School Corporation directed or knew of the use of the car. It is understood that reimbursement for coaches transporting athletes shall be deducted from the athletic fund.

- A.** No teacher shall be required to transport a pupil in his/her personal automobile.

SECTION 7. An IRS Section 125 Flexible Benefit Plan, Generation 1 of teachers' payment towards insurance premium, will be available to all teachers by January 1, 1992.

SECTION 8. Perfect Attendance Incentive:

- A.** Beginning in 1991-92 a perfect attendance incentive of two hundred dollars (\$200.) shall be paid in the second pay in *July* to each teacher with perfect attendance for the last ending school year. Perfect attendance means no use of personal leave, sick leave, and family illness leave. Use of the flex day provided by *Article IX Section 10* does not disqualify a teacher from receiving the incentive.

SECTION 9. Liability insurance provided by the School Corporation at the date of the Contract shall be continued during the term of this contract.

SECTION 10. The parties hereto do further agree that in the event the Employer becomes subject to *Public Law 45, Indiana Acts of 1973*, sometimes referred to as the Control Bill, that this agreement would be subject to the Control Bill and to possible action by the Tax Control Board or the State Tax Board altering the financial terms and conditions of this agreement.

ARTICLE XIII – RETIREMENT AND BENEFITS

SECTION 1. The teacher must inform the superintendent in writing not later than the date of the signing of the last contract of his/her intention to retire. In the event a teacher is unable to give such notice of retirement as required and is forced to retire as a result of ill health, accident, or other unforeseen events, the required notice of retirement shall be waived by the Board on the recommendation of the superintendent.

SECTION 2. Crothersville Community School Corporation's Retirement VEBA Plan:

- A.** During the 2007-2008 school year the School Corporation will establish and maintain the Crothersville Community School Corporation's Retirement VEBA Plan ("Crothersville Retirement VEBA Plan"). The provisions for such a program are set forth in the plan document. This plan will be a retirement 501(c)(9) Trust.

B. Effective with the 2007-2008 school year, the School Corporation will contribute to every teacher under regular contract an amount equal to the follow percentage of the teacher regular salary on the then effective salary schedule to the teacher's ongoing account in the Crothersville Retirement VEBA Plan:

- One and three-quarters percent (1.75%) for the 2010-2011 school year and thereafter.

1. The School Corporation's contribution will be made monthly.

2. Effective with the end of the 2007-2008 school year, the School Corporation will deposit Thirty Dollars (**\$30.00**) prior to the following *August 1st* for any teacher who has not retired and who has a balance of One Thousand Dollars (**\$1,000.00**) or less in the Crothersville Retirement VEBA plan as of *June 1st*.

C. The amount in the ongoing account in the Crothersville Retirement VEBA Plan will vest One Hundred percent (**100%**) when a teacher has fifteen (**15**) years of continuous service with the Crothersville Community School Corporation.

1. If not otherwise vested, a teacher who qualifies for and is receiving benefits from the Crothersville Community School Corporation Long Term Disability Insurance Plan will become vested.

2. Teachers on approved leave will accrue years of service for vesting if the teacher's approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement. Teachers otherwise on leave will not be considered on uninterrupted employment.

3. Teachers on recall who were laid off by the School Corporation will continue to accrue years of service for vesting until the earlier of the following events:

a. Three (**3**) years on the recall list when the teacher's recall rights terminate **OR**

b. Rejects a recall offer to a position for which the teacher is licensed.

4. In the event that either of the above two (**2**) events occurs and the teacher has not become vested then the value of the teacher's account will be forfeited to the Plan.

5. A teacher meeting the above vesting requirement will become fully vested. A teacher whose employment is terminated prior to vesting or who is on recall status and a forfeiting event occurs prior to vesting will have the then current value of the ongoing account forfeited to the Plan and that amount will be utilized as part of the School Corporation's next required contribution to the Plan.

D. Upon Retirement the balance of any teacher's unused sick days (maximum 120) will be compensated at Sixty Dollars (**\$60.00**) per day paid into the teacher's VEBA account.

SECTION 3. Health Insurance:

- A. See Article XI (Eleven) Section 3 and 3A.

ARTICLE XIV - GRIEVANCE PROCEDURE**SECTION 1. Definitions:**

- A. A "grievance" is an alleged violation or claimed misinterpretation of a specific Article or Section of this agreement.
- B. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit.
- C. The term "day" when used in this Article shall mean teacher days (as that term is used in the school calendar or 185 days). During the summer recess, the term shall mean weekdays (Monday through Friday.)

SECTION 2. Grievant and Representation:

- A. An individual teacher, or group of teachers, may present a grievance and may do so through the exclusive representative and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance machinery. The adjustments of all grievances shall not be inconsistent with the terms of this Contract.
- B. The Association may file a system wide or class grievance directly at Step 3, subject to the time limits in Step 2, paragraph 3 and 4.

SECTION 3. Procedure:**A. Step One:**

A grievance may be initiated in one (1) of the following ways:

1. The teacher may approach the building principal concerned and discuss the matter in his own behalf.
2. The teacher may request that a representative of the Association accompany the teacher and in such case the building supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

B. Step Two:

In the event the grievance is not resolved in Step One, the grievant may file a formal grievance in writing with the building principal.

1. The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal, and the school central office.
2. The grievance shall (1) name the other individual(s) involved if any, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this Agreement alleged to have been violated or misinterpreted, (4) state the contention of the grievant with respect to the grievance, (5) indicate the specific relief requested, and (6) be signed by the grievant(s).
3. The form of grievance shall be filed as soon as possible, but any grievance not presented in writing in Step Two within ten (10) days of the time the grievant knew, or reasonably should have known of the grievance shall be deemed waived and shall not be processed.
4. The teacher may request a meeting with the building principal and the Association representative may accompany the grievant. In any event, within five (5) days after receiving the written grievance, the building principal shall communicate his answer in writing to the grievant and the Association representative, and said answer shall be attached to the grievance.

C. Step Three:

1. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of receipt of the building principal's answer, appeal to the superintendent, by filing the grievance and the principal's answer, along with a written response of the teacher, if desire, with the office of the superintendent, which shall receipt therefore. Any such response by the grievant shall be attached to the grievance.
2. The teacher may request a meeting with the superintendent, or his designated representative, and the Association representative may accompany the grievant. The superintendent, or his designated representative, shall give the teacher an answer in writing no later than ten (10) days after receipt of the written grievance properly filed with the Office of the Superintendent. Such answer shall be attached to the grievance.

D. Step Four:

Within twenty (20) days after receipt of the decision in Step Three, the Association, upon written notice to the Board may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association, pursuant to the following procedure:

1. The two (2) parties, the School Board and the Association, shall attempt to select an arbitrator by mutual agreement, or a method of selecting an arbitrator by mutual agreement. If the two (2) parties cannot agree on the arbitrator, or a method of selecting an arbitrator, within five (5) days after notification is given, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
2. The Association has the right to file a grievance at Step 2-3, bound by the limits therein.

SECTION 4. Powers of Arbitrator:

A. The arbitrator shall have no power:

1. To add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. To rule on the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
3. To rule in regard to the dismissal of, or the renewal or non-renewal of any contract for any non-permanent or semi-permanent teacher.
4. To rule in regard to any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including but not limited to any matter subject to the procedures specified in the non-permanent, semi-permanent, and permanent teacher status governing employment rights.
5. To charge any practice, policy or rule of the Board, unless such practice, policy or rule shall be in direct conflict with this Agreement.
6. To consider any matter outside the scope of the grievance and its attachments.

B. The arbitrator shall have the jurisdiction to rule on the arbitration prior to court review. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

C. The decision of the Arbitrator shall be final and binding on the Association, its members, the teachers, the employee or employees involved, the Board and the School Corporation.

D. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them.

SECTION 5. Other Provisions Relating to the Grievance Procedure:

- A.** At his option, a teacher may bypass Step One of this procedure.
- B.** No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- C.** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not valid basis for evaluations.
- D.** Time limits herein may be extended only by mutual agreement, signed by the parties.
- E.** Time limits herein apply to teachers on leave of absence other than sick leave, as if such teacher were present and working.
- F.** All steps of the grievance procedure shall be conducted during non-regular working hours, or changed by mutual consent.
- G.** If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- H.** Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.
- I.** Any grievance which arose prior to the effective date of this Agreement or after the termination date of the Agreement shall not be processed.
- J.** No non-permanent teacher may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew such teacher's contract.
- K.** No permanent or semi-permanent teacher shall use the grievance procedure to dispute any action by the Board which is in accordance with state law.
- L.** No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.
- M.** In the event the School Corporation comes under any court order or conciliation agreement with the State or Federal Regulatory Commission or Agency the carrying out of which would affect the terms of this Agreement, the parties agree to negotiate in regard to such terms within the scope of this conciliation agreement or order.
- N.** The association shall discourage any attempt of its members to appeal to any court or labor board from a decision of an arbitrator.

ARTICLE XV - TERM OF AGREEMENT

The term of this agreement including salaries and all other language in the Master Contract currently in effect shall remain in effect for a period of seven (7) years beginning with the 2011-2012 school year and running through the expiration of the 2017-2018 school year. In the event that the Indiana Legislature alters the scope of Public Law 217 during the course of this contract, all new bargainable items shall become bargainable.

**BOARD OF SCHOOL TRUSTEES OF
THE CROTHERSVILLE COMMUNITY
SCHOOLS**

By: Dr. Terry L. Gooden
Superintendent of Schools

**CROTHERSVILLE CLASSROOM
TEACHERS ASSOCIATION**

By: Diana Kaye Duckson
CCTA President

CROTHERSVILLE COMMUNITY SCHOOLS
TEACHING SALARY SCHEDULE 2011-2012

YRS. OF EXP.	INSIDE SCHEDULE	INFORMATION SCHEDULE	MS+ 15 SEM. HRS. MS Equivalency +	MS+ 30 SEM. HRS. MS Equivalency +	MS+ 60 SEM. HRS. MS Equivalency +
BS			564	950	1330
0	30,991	31,866.14			
1	31,653	32,546.97			
2	32,353	33,266.94			
3	33,059	33,993.09			
4	33,765	34,719.24			
5	34,423	35,395.95			
6	34,863	35,848.12			
7	35,346	36,344.58			
8	35,700	36,708.17			
9	36,139	37,160.34			
10	36,623	37,657.83			
11	37,108	38,156.35			
12	37,461	38,518.91			
13	37,810	38,878.38			
14	38,166	39,244.03			
15	38,517	39,605.56			
MS					
0	33,366	34,308.27			
1	34,161	35,126.09			
2	34,863	35,848.12			
3	35,612	36,618.56			
4	36,405	37,433.29			
5	37,108	38,156.35			
6	38,210	39,289.35			
7	39,265	40,373.94			
8	40,368	41,507.97			
9	41,421	42,591.53			
10	42,524	43,725.56			
11	43,618	44,850.32			
12	44,725	45,988.47			
13	45,866	47,161.64			
14	46,967	48,293.61			
15	48,068	49,425.58			
16	49,301	50,693.51			
17	50,577	52,005.73			
18	51,809	53,272.63			
19	53,043	54,541.59			
20	54,229	55,761.11			
21	55,418	56,983.72			
22	56,300	57,890.12			
23	57,180	58,795.49			
24	58,062	59,701.89			
25	58,942	60,607.26			

*Workshops, conferences, and meetings in the area of teaching or educational workshops will be considered as continuing education and will be compensated for as follows: For each 30 clock hours attendance at workshops, conferences, and meetings, certified personnel will receive one semester hour credit.

Credit hours will accumulate for each year to the next as long as employed by the school corporation. Additional compensation on the salary schedule will not take place until there is accumulated 15 semester hours either by additional courses, workshops, conferences, or meetings.

**Workshops, conferences, and meetings that accumulate for additional compensation should be attended on applicant's own time such as personal days, after school hours, weekends, summer, etc.

***Once a licensed staff member reaches the top of their respective salary schedule, they shall receive an additional amount equal to the last increment on their schedule.

8th Grade	710
7th Grade	710
6th Grade	710

MISCELLANEOUS:

Computer Coordinator	1248
Yearbook	1765
National Honor Society	710
Middle School National Honor Society	710
Sunshine Society	710
Student Council	710
FFA	1377
FHA	710
SADD	710
PVE	710
Art Club	710
High School History Club	710
High School Science Club	710
Middle School Science Club	710
High School Academic Coach	1248
Middle School Academic Coach	710
Band Director	2367
Choir	1503
Elementary Choir	710
Swing Choir	1377

All extra-curricular personnel hired after July 1, 2004 who are not employed either full-time or part-time by the Crothersville Community Schools will receive 75% of the base salary for that particular extra-curricular position. The Crothersville Community Schools Board of School Trustees' does not recognize contracted service positions as employees of the Crothersville Community Schools.