

THE AGREEMENT  
BETWEEN THE  
BOARD OF SCHOOL TRUSTEES  
OF THE  
SCHOOL CITY OF HOBART  
AND  
HOBART TEACHERS ASSOCIATION

2004-2007

## 2004-2005 NEGOTIATING TEAMS

### FOR THE TEACHERS:

**Mr. M. Richard Miller**  
**ISTA UniServ Director**

**Chief Negotiator**  
**Ms. Deborah Glass**  
**Ms. Nancy Mast**  
**Ms. Beth York**  
**Ms. Laura Stephens**  
**Ms. Kelly Miller**  
**Mr. Joe Monacy**  
**Ms. Michaelene Goodrich-Hanley**  
**Ms. Cathy Nelson**  
**Ms Janice Palleson**  
**Ms. Barb Phelps**

### FOR THE BOARD:

**Mr. Peter L. Goerges,**  
**Chief Negotiator**  
**Ms. Karen Kuyachich**  
**Dr. Jack Leach**  
**Dr. Rich Edwards**  
**Mr. Terry Butler**  
**Ms. Nancy Norris**  
**Mr. Ted Zembala**

**Dr. Peggy Buf**

## OFFICERS OF THE ASSOCIATION

<b>Co-President – Ms. Nancy Mast</b>
<b>Co-President – Ms. Beth York</b>
<b>Secretary – Ms. Sheri Evans</b>
<b>Treasurer – Mr. Robert Graham</b>

## BOARD OF SCHOOL TRUSTEES

**Mr. Jason Back**  
**Mr. William David Bigler**  
**Mr. Terry D. Butler**  
**Mr. Robert W. Marszalek**  
**Ms. Nancy J. Norris**

**Mr. Michael J. Rogers**  
**Mr. Stephen R. Turner**

**DOCUMENT OF AGREEMENT**

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## **DOCUMENT OF AGREEMENT**

This agreement is made and entered into this 17th day of December, 2004, by and between the Hobart Teachers Association (Indiana State Teachers Association, National Education Association), hereinafter referred to as the "Association," and the Board of School Trustees of the School City of Hobart, hereinafter referred to as the "Board."

### **1.000 RECOGNITION**

#### 1.100

The Board hereby recognizes the Association as the exclusive representative for all members of the bargaining unit.

#### 1.200

The term "school employee" shall be consistent with the definition set forth in I. C. 20-7.5-1-2(e), as hereinafter amended, supplemented or superseded. The bargaining unit shall consist of certificated school employees except the following: superintendent, assistant superintendent(s), business manager, director of support services, director of media resource center, director of technology, director of special education, director of staff development, pool director, principals, assistant principals, athletic director, assistant athletic director and system-wide computer coordinator.

The parties agree that the determination as to whether a new position falls within the term "school employee," "supervisor," or "confidential employee" should be by mutual determination. In the event that a mutual determination is not accomplished, the matter may be referred by either party to the Indiana Education Employment Relations Board in accordance with IC 20-7.5-1-10.

#### 1.300

The Board agrees not to negotiate with any other "school employee organization" as that term is defined in IC 20-7.5-1-2(k) representing employees of the unit set forth for the duration of this Agreement unless otherwise ordered by the IEERB.

(Any statutory reference in this Agreement shall be the Indiana Code in existence on January 1, 2005.)

### **2.000 BOARD RIGHTS**

The Board shall have the responsibility and authority to manage and direct on behalf of the public the operation and activities of the school corporation to the full extent authorized by law, except as specifically limited by the agreements reached in this contract.

Such responsibility and activity shall include but not be limited to the right of the school employer to:

1. Direct the work of its employees.
2. Establish policy.
3. Hire, promote, demote, transfer, assign, and retain employees.
4. Suspend or discharge its employees in accordance with applicable law.
5. Maintain the efficiency of school operations.
6. Relieve its employees from duties because of lack of work or other legitimate reasons.
7. Take action necessary to carry out the mission of the public schools as approved by the law

The Association recognizes the duty of the Board to take such action as is required or mandated by P. L. 217 of the Acts of 1973, as hereinafter amended, supplemented or superseded.

A copy of the board policy, as amended, will be given to the Association President and to a designated Association building representative in each school building.

### **3.000 TEACHER RIGHTS**

#### 3.100

Nothing contained herein will be construed as abrogating rights of teachers under state or federal law.

#### 3.200

1. Representatives of the Association shall be permitted the use of school building facilities for meetings of the Association providing

- a) the facility is not already scheduled;
- b) the time requested is not during the school day;
- c) notification is given to the principal or his designee prior to its use; and
- d) a building use form has been filed.

Provided, however, that requests for the use of all-purpose rooms, auditoriums, and/or gymnasiums must be cleared with the principal at least twenty-four (24) hours in advance. Such use shall be without cost to the Association unless custodial overtime is involved.

2. Representatives of the Association may post communications on teachers bulletin boards as long as it is signed by a member of the executive council of the Association.
3. The Association may use the teacher mailboxes for communication for legal purposes of the Association. For information purposes, one copy of the system-wide distributions will be furnished to the Office of the Superintendent or of building-wide distributions to the Office of the Principal.

4. The Association shall be able to use the inter-school mail system to distribute bulk printed materials to a school to a designated representative of the Association at that school. The school employer shall have no obligation to make special provisions for handling, incur extra expense, or devote time beyond that routinely required to transmit inter-school mail.
5. Authorized representatives of the Association may use word processors or copying machines during duty-free time or during their preparation/planning time, if it does not interfere with contractual duties, and with the mutual agreement of the building principal or his/her designee and the authorized Association representative, if in the principal's judgment, such use does not interfere with the school operation.

Overhead projectors, video recorders or computers may be used by the Association with the mutual agreement by the building principal or his/her designee and the authorized Association representative utilizing regular check-out procedures as long as it does not interfere with school operations.

Use of the above-cited equipment may be arranged after office hours with the mutual agreement of the building principal or his/her designee and the authorized representative of the Association.

School supplies will not be used by the Association or its representative(s) for Association purposes.

6. The rights granted under this section will not be granted to any other certificated school employee organization unless required by IEERB decision, state or federal law; provided however, that this section will not prohibit any other school employee organization from being given the same rights as Hobart community organizations.
7. The President of the Association, during his duty-free time, or during his preparation/planning time if it does not interfere with contractual duties and after advising the building principal or his/her designee of his intent to leave the building, or the UniServ Director shall be permitted to visit schools to investigate or to confer with bargaining unit members concerning legal matters of Association business.

Such visitation with a teacher will be on the teacher's duty-free time, or preparation/planning time or at another time that does not interfere with the teacher's contractual duties and with the knowledge of the principal.

Visitors will first advise the principal or his designee of the intent to visit a staff member.

### 3.300

Teachers may wear insignia, pins, or other identification of membership in the Association or its affiliates either on or off school premises, unless such action constitutes an exception to the normal Constitutional guarantees.

### 3.400



Within thirty (30) calendar days after the beginning date of the school term, teachers may sign an authorization for Association membership dues deduction (including the National Education Association and Indiana State Teachers Association) and one other Association deduction approved by the Association and the school employer in one sum deduction by payroll deduction plan (fourteen (14) equal pays), deductions to commence the second pay in October of the school term. The authorization for payroll deductions for such dues shall be on a continuing basis unless revoked, in writing, by the teacher.

As a necessary pre-requisite to establishing the amount of dues deduction, the Association will certify to the Board in writing the current rate of its membership dues within thirty (30) calendar days after the beginning of the school term. Association membership dues shall be remitted not less frequently than monthly to the Association. The Board will make available to the Association payroll deduction and the amount of such monthly deduction.

3.500

Within five (5) calendar days of the beginning of their contract, teachers who desire the following deductions shall sign and deliver to the Administration Office--Name, Address, Authorization blanks authorizing deductions for the following:

.....Credit Union	per pay
..... Northwest Indiana United Fund	per pay
.....Insurance (School Employee)	1st pay
..... Scholarship Fund	20 pays
.....School City of Hobart Educational Foundation	per pay

By the second Friday in August, a teacher may request deductions for an authorized annuity plan. Deductions for an annuity will be taken over 20 pays.

All deductions under this section are continuing from year to year unless revoked, in writing, by the teacher.

3.600

The Association shall have access to public records, as defined by law and retained in the administration offices, which are necessary for the Association to fulfill its responsibilities as exclusive representative upon receipt of a written request and within one (1) work day.

Public Budgetary Records, i.e. annual financial reports, budget forms 1-3 and those financial records required to be maintained by the State Board of Accounts or State Board of Tax Commissioners shall be made available in accordance with the same procedure. The Board will furnish relevant and necessary documents in the processing of any grievance unless such materials are deemed confidential or constitute the work product of any administrator. Copies may be requested in accordance with policy and I. C. 5-14-1.

3.700

The Board agrees that copies of the Board agenda, public supporting papers and public materials given to the Board at a meeting shall be made available to the Association at the Board meetings and Board minutes will be provided to the Association.

3.800

The Association shall be given a place on the new teacher orientation program held on a date set by the school calendar.

#### **4.000 NEGOTIATION PROCEDURES**

4.100

Bargaining collectively between the Board and the Association shall begin between February 1 and March 15 annually for the purpose of entering into a successor agreement or at the time for a reopener as set forth in the Agreement.

4.200

The Association and the superintendent or his designee mutually agree to meet at reasonable times to discuss matters not contained in this Agreement in accordance with applicable state law. The first meeting of the school year can be initiated by a letter from one party to the other stating agenda items.

4.300

In negotiations described in the Article, neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between parties may be executed without ratification from the Board and the Association, but parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, counter proposals, and/or compromise in the course of negotiations, subject only to ultimate ratifications.

4.400

Either party may declare impasse in accordance with IC 20-7.5-1-13 and request the assistance of a mediator. If a mediator is unable to find solutions acceptable to both parties, either party may request the appointment of a fact-finder.

## **5.000 PROFESSIONAL GRIEVANCE PROCEDURE**

5.100

### Definition and Procedure

5.110

"Grievance" - A claim by a teacher, teachers or the Association verified by a signed grievance form that there has been a violation, misinterpretation or misapplication of any express provisions of the Agreement may be processed as a grievance as hereinafter provided.

5.120

"Work Day" shall be any day when teachers are required to be in attendance during the regular school term and each day during the summer except Saturdays, Sundays, and legal holidays.

During the summer recess, either party may request, in writing, an extension of the time limits set forth in this Article including the reason(s) for such request; such request will be granted upon submission of the above written request. Normally such time limits will not be extended more than thirty (30) days unless by mutual agreement of the parties.

5.130

As grievances arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

5.140

Any teacher has the right to be represented at any step of the grievance procedure by representatives of the Association. The grievant and the principal will be limited to the total of two (2) representatives at the Informal Level and Formal Level One.

5.200

### Time Limits, Compliance and Submission of Grievance

5.210

If an individual teacher has a complaint which he/she wishes to discuss with any member of the school administration, he/she is free to do so without any recourse to the grievance procedure.

5.220

No additional evidence, material, allegation, remedy, or defense may be submitted by either party, which has not been disclosed to the opposite party within twenty-one (21) calendar days of an arbitration hearing unless agreed to by both parties.

The superintendent may refer the matter to the principal for an amended answer of the Step I grievance.

5.230

#### Time Limits

The time limits provided for in this Article shall be strictly observed in processing a grievance. The grievance must be processed in accordance with the time limits at each step or the grievance will be considered withdrawn and may not be refiled. The parties may by mutual written agreement extend the time limits. In the event of illness of a grievant, it is agreed that the time limit will be extended until the grievant returns to work or, in case of extended illness, the Association may pursue the grievance in the grievant's absence.

5.300

#### Procedure

5.310

#### Informal Grievance

In the event a grievant believes there is a basis for a grievance, he/she must request in writing a meeting to discuss the grievance within twenty (20) work days of when he/she knew or should have known of facts giving rise to the alleged grievance. A mutually agreeable time and place for such a meeting will be established within ten (10) work days of the request. The grievance must be filed with the building principal or his/her designee in the school building in which the alleged grievance arose or occurred.

5.320

#### Formal Step I

- a. If the grievant and/or Association is not satisfied with the disposition of the grievance by the building principal or if no disposition has been made within five (5) days of such meetings, the grievance may be submitted to Formal Step I if such grievance is filed within five (5) work days of the answer or of the date of the meeting if no disposition has been made by the principal. The grievant shall set forth the following in writing on the form:
  1. the article(s) and section (s) of the Agreement that allegedly have been violated;
  2. the date the alleged violation occurred;
  3. the known facts that support the alleged violation; and
  4. the remedy sought.
- b. Within five (5) work days after receiving the formal grievance, the principal and the grievant at a mutually agreeable time and place shall meet to discuss the grievance. Within five (5) work days after such meeting, the principal will communicate his answer in writing to the grievant(s) on the proper form. If the grievance sets forth items 1. through 4. in writing, the principal will set forth the reason(s) for denial of such grievance.

5.400

#### Formal Step II - Superintendent

- a. In the event that the grievance is not resolved at Formal Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided said appeal is filed with the superintendent within twenty-five (25) work days of receipt of the written answer at Level One or within twenty-eight (28) days if no disposition is forthcoming from the building principal. The appeal on the Level Two Grievance Form shall include a copy of all materials and evidence previously submitted and a copy, at the same time, shall be given to the building principal.
- b. The superintendent or his designee shall meet with the grievant and/or the representative of the Association at a mutually agreeable time on the grievance within five (5) work days of the receipt of the grievance. Within ten (10) work days from the meeting on the grievance, the superintendent shall render a written decision to the grievant and the Association as to the resolution of the grievance. The superintendent may hold a formal hearing(s) prior to the rendering of the written decision, and additional time, not to exceed three (3) work days shall be allowed if the superintendent determines further investigation is necessary.

5.410

If the grievance involves an alleged violation of the contract due to acts to grievants in more than one (1) school building, the grievance may be filed at the Superintendent's Formal Step II in writing within twenty-five (25) days of its occurrence. An additional five (5) days may be taken

by the superintendent to submit his answer to permit written answer to the grievant's presentation or grievance. Additionally, affected principals may attend the grievance meeting.

5.500

### Step III - Arbitration

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the period provided in Step II, the grievance shall, upon motion of the Association be submitted to binding arbitration before an impartial arbitrator. The Association shall serve written notice to the superintendent of its intent to arbitrate by submitting a copy of its Request for Arbitration Panel from the Federal Mediation and Conciliation Service (FMCS) within twenty (20) work days after receiving the Step II answer. The Board recognizes the right of the Association to initiate a request for a panel submission and that FMCS is authorized to provide such panel upon such request.

Following submission of a panel of arbitrators to each party by the FMCS, a representative of each party shall within five (5) days of receipt of said panel cross off the names of any arbitrators who are unacceptable and number the names of those remaining in order of preference, with one being the first choice, two being the second choice and so on down the line. Within seven (7) days of receipt of the panel from FMCS, the two representatives shall confer either in person or by phone for the purpose of selecting the arbitrator. The arbitrators whose names have been crossed out by either party shall not be appointed. The numerical ratings of the remaining arbitrators shall be added together with the arbitrator having the lowest total numerical rating being the arbitrator who will hear the case unless that arbitrator disqualifies himself/herself. In the event an arbitrator disqualifies himself/herself, the arbitrator with the next lower total numerical rating will be requested to hear the case. This procedure shall be followed until an arbitrator is selected.

The conduct of all proceedings hereunder shall be in accord with the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes as adopted by the National Academy of Arbitrators, the American Arbitration Association and the FMCS.

5.510

The arbitrator shall have no authority to add to, subtract from, disregard, or alter any of the terms from this Agreement.

5.520

The arbitrator shall have no power to establish new salary structures. No decision in any one grievance arbitration shall require a retroactive wage adjustment in any other case if the facts are substantially different.

5.530

No formal grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement, unless by mutual agreement of the parties.

5.540

The arbitrator shall have no power to make any decision or recommendation which would require the commission of an act inconsistent with or prohibited by law.

5.550

The fees and expense of the arbitrator shall be shared equally by the school employer and the grievant or the grievant's representative. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses incurred by the other.

5.560

The arbitrator shall have no power to substitute his judgement for that of the school employer as to the reasonableness of any practice, policy, or any action taken by the school employer not in violation of the express terms of this Agreement.

5.600

#### Miscellaneous

5.610

Decisions rendered at any step of this procedure shall be in writing.

5.620

All documents, communications, and records solely contained in the grievance process shall be maintained in a grievance file separate from the participants' personnel file(s).

5.630

The forms for filing and processing grievances and other necessary documents shall be provided by the superintendent and made available through the building principals, the building representatives and the officers of the Association.

5.640

Any hearing at the various steps shall be held during non-teaching hours unless the parties agree to the use of other school time. In the event that the parties mutually schedule an arbitration hearing on school time, teachers who are required to attend such hearings will be given released time without loss of pay to the extent of their necessary participation.

Prior to any arbitration hearing or administrative hearing, the parties shall determine the timelines and the extent to which any released time may be provided.

5.650

The election of the grievant and the Association to process a grievance to the Arbitration Step shall constitute an election of remedies and bar it from pursuing the dispute in other forums, including, but not limited to, courts, the IEERB, and any federal, state or local administrative agency.

Teaching assignments issued during the summer, for the purpose of grievance administration, will not become final until the first contract day of the school term.

## **6.000 TEACHER EVALUATION**

*During the 2005-06 and 2006-07 school years, the HTA and the School City of Hobart will pilot a new evaluation procedure, which shall be known as the "Evaluation Pilot". The Evaluation Pilot is described in a "Memorandum of Understanding RE: Evaluation Pilot." A limited number of volunteers will be accepted to participate in the Evaluation Pilot for the 2004-05 school year. The remainder of the faculty will remain subject to the evaluation procedure that appears below. During the 2005-06 school year, it is the intent of the parties to expand the number of volunteers but to still have a limited number of participants, with the remainder of the faculty subject to the evaluation procedure that appears below. Following the 2006-07 school year, the parties may re-open the collective bargaining agreement for the purpose of making changes to fully implement the Evaluation Pilot. During the time of the Evaluation Pilot, no semi-permanent teachers will be eligible to enter the MTGP. Permanent teachers who participate in the Evaluation Pilot will be eligible for entry into MTGP in accord with the standards set forth in the Memorandum of Understanding RE: Evaluation Pilot.*

6.100

The Association recognizes the right, duty, and responsibility of the school administration and supervisors, as defined by IC 20-7.5-1-2(h), to make periodic evaluations of members of the bargaining unit in accordance with the provisions of this Article for the purpose of assessing the effectiveness of teacher performance and improving instruction. Intercom systems will not be used to evaluate teachers. Electronic devices may be used in the evaluation process with the written consent of the teacher.

6.200

The evaluator shall identify in writing, any of the non-permanent teacher's strengths and weaknesses, if observed, as well as providing specific suggestions for improvement of any observed weakness(es). This written evaluation shall be completed and given to the teacher prior



to December 31 of the current school year. All such evaluations shall be reduced to writing on the EVALUATION FORM FOR PROFESSIONAL STAFF which is included in this Agreement as APPENDIX B.

In the event the evaluator notes weaknesses, he/she shall include, with the suggestions for improvement, a written time frame for such improvements to be accomplished. As with the initial evaluation, all subsequent evaluations shall be reduced to writing on the EVALUATION FORM FOR PROFESSIONAL STAFF (APPENDIX B).

The procedure described in this section shall apply only to those non-permanent teachers who are not also "interns" within the meaning of I.C. 20-6.1-8-10.

#### 6.300

Semi-permanent teachers shall be evaluated in accordance with the provisions for the evaluation of non-permanent teachers who are not interns as set forth in Section 6.200 of this Article unless, by agreement of the evaluator and the teacher, the teacher participates in the MASTER TEACHER GROWTH PROGRAM.

Entrance into the MTGP and continued participation therein shall create a presumption that each teacher-participant is a proficient teacher.

The parties expressly agree that the selection of any given staff development experience by a participant in the MTGP neither constitutes evidence of a deficiency in said teacher's performance nor does it eliminate the presumption of proficiency which is part of the MTGP.

#### 6.400

Permanent teachers shall be evaluated at least once every three years on the EVALUATION FORM FOR PROFESSIONAL STAFF (APPENDIX B) unless, by mutual agreement of the evaluator and the teacher, the teacher participates in the MTGP.

Entrance into the MTGP and continued participation therein shall create a presumption that each teacher-participant is a proficient teacher.

The parties expressly agree that the selection of any given staff development experience by a participant in the MTGP neither constitutes evidence of a deficiency in said teacher's performance nor does it eliminate the presumption of proficiency which is part of the MTGP.

#### 6.500

1. In the event an evaluator believes that a participant in the MTGP should be returned to the summary evaluation system, the evaluator shall provide the teacher and the president of the association with a written statement that the teacher is being placed in a transition program. The written notice of placement in the transition program shall, for the teacher

being notified, state the anticipated duration of the transition program. The transition program may be for 60 calendar days, one semester or an entire academic year.

2. During the transition period, the teacher will remain in the MTGP and will continue to be presumed to be proficient. However, such teacher will be observed and evaluated in accord with the summary evaluation system as set forth in Sections 6.200, 6.600, 6.700, 6.800 and 6.900 of this Agreement.
3. During the transition period, the teacher's choice of staff development experiences shall be restricted to selecting from those programs which address the area(s) of deficiency which have been identified by the evaluator.
4. Evaluation documents which are generated during the transition period may be used only to determine and justify placement in the summary evaluation system as set forth in Sections 6.200, 6.600, 6.700, 6.800 and 6.900 of this Agreement when the teacher is given the opportunity to remain in the MTGP. In the event the school administration determines after evaluation in the transition period that the teacher will remain in summary evaluation, the evaluative documents completed in accordance with Sections 6.200, 6.600, 6.700, 6.800 or 6.900 will be retained in the personnel file. Evaluative documents from a transition period may not be used as supportive evidence in the termination or non-renewal of any employee's contract. Substantial evidence or documentation must be compiled during the non-transition period.
5. Teachers who have been placed in a 60-day or one-semester transition period shall receive written notice, within 10 days of the last day of the transition period, either that they will be removed from the MTGP and placed in the summary evaluation program or that they have the option of returning to full participation in the MTGP.
6. Teachers who have been placed in a transition period of one school year, shall be notified in writing, no later than ten (10) days prior to the end of the year of transition either that they will be removed from the MTGP and placed in the summary evaluation program or that they have the option of returning to full participation in MTGP.

#### 6.600

The evaluator will inform the teacher when his/her evaluation is completed and shall furnish the teacher with a copy of the evaluation. Within a reasonable period of time after furnishing the teacher with a copy of his/her evaluation, the evaluator shall establish a date and time for a conference and shall inform the teacher of his/her right to have an Association representative present at the conference. The teacher shall be given the opportunity to respond verbally and/or subsequent to the conference, to respond in writing.

#### 6.700

Each teacher, upon written request, shall have the right to review the contents of his own personnel file maintained by the school system. The review shall be made in the presence of the

administrator responsible for the safekeeping of the file. Privileged information dated prior January 1, 1975, such as confidential credentials and letters of reference from universities, individuals, or previous employers are specifically exempted from such review. The administrators shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher.

#### 6.800

All communications of commendation or of an evaluative nature, evaluations by the school employer, and validated complaints directed towards a teacher and evidence which will be utilized in a proposed demotion, nonretention or dismissal of a teacher which are included in the personnel file shall be made available to the teacher on advanced request. If the teacher requests a review with the administrator or evaluator, such review shall be granted at a mutually agreeable time.

In the case of an evaluation containing notations of serious deficiencies in teaching performance, the teacher may request the presence of an Association representative.

It is agreed by the parties to the Agreement that no written complaint, letter, or any kind of communication referring to a teacher's work performance shall be placed in the central office personnel file of said teacher unless teacher has had the opportunity to review such communication, receive a copy, and permanently attach a response if requested.

#### 6.900

A semi-permanent school employee or a permanent school employee may be suspended, with or without pay, or discharged for just cause and in accordance with the Indiana statutes for the termination of semi-permanent or permanent employees. A teacher in his/her first two years of employment in Hobart may be terminated or nonrenewed in accordance with the procedures set forth in Section 10.200 of this Agreement and for the causes set forth in I.C. 20-6.1-4-14. Prior to recourse to any contractual procedures including arbitration, an issue or dispute regarding the termination of an employee must be submitted to the school employer in a hearing as set forth in I.C. 20-6.1-4-10.5 and/or I.C. 20-6.1-4-11. The Association will be notified if a teacher is given a warning of serious deficiency.

#### 6.1000

Any reprimand which results in a written report being placed in the personnel file of a teacher for infractions of rules or policy or delinquency in professional performance shall be issued in private. In the event an oral reprimand which is recorded, a written reprimand, a written warning, or notice of discipline is given to a teacher, he/she shall be informed of his/her right to have a conference with the supervisor issuing the written reprimand, written warning, or written notice of discipline and his/her right to have a representative of the Association at the conference.

#### 6.1100

Any teacher agreeing to serve as a mentor under I.C. 20-6.1-9-10 shall not be evaluated for any purpose, except continuation as a mentor, on his/her performance as a mentor. No intern shall be evaluated by a mentor for purposes of determining whether to retain the intern as an employee. The provisions of this section shall not be interpreted to require the employer to continue or sponsor a mentor/intern program if such program is no longer required by the State of Indiana.

6.1200

MTGP professional development money may be directed by the school employer for PL 221 purposes only if the State of Indiana does not provide funding for it.

## **7.000 ACADEMIC FREEDOM**

7.100

1. Academic freedom shall be granted to teachers in the study, investigation and presentation of facts and ideas in so far as facts and ideas reflect state and local prescribed courses of study. Further, such academic freedom shall be subject to reasonable standards of professional responsibility with due regard to the maturity level of students, course or curricular guides or outlines, laws of the State of Indiana, and Board rules and regulations; provided, however, that teachers may on occasion use additional instructional material that is relevant and is necessary considering the levels of ability, maturity level of students, content of the course and purposes and standards of the school corporation to supplement adopted texts and supplements. Any established course or curricular guides or outlines will be furnished to the teacher.
2. The limitation of the power of the arbitrator as provided for in Paragraph 5.560 shall include the restrictions of interpreting issues of Constitutional law.

7.200

Teachers who exercise academic freedom within the provisions of Paragraph 7.100 of this Article will receive the support of the school administration.

## **8.000 TEACHER AUTHORITY**

8.100

The Board recognizes the principal's responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom who follow written Board and building policy regarding student discipline policy. Teachers shall receive a

copy of such written discipline policies. The school employer agrees, subject to the rights and limitations of IC 20-5-2-2(16), to defend teachers in the administration of student discipline.

8.200

Teachers are encouraged to direct students through proper administrative channels to utilize outside professional and other agencies of the community that may aid in the correction of student behavioral problems.

8.300

The Association and the Board recognize the teacher's responsibility to maintain order and control in the classroom through effective teaching and leadership techniques or through imposition of other reasonable classroom discipline techniques.

8.400

A teacher may exclude a pupil from the class in accordance with building or school corporation regulations regarding the methods and procedures of exclusion when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the pupil in the classroom intolerable. In such cases the teacher shall request a conference with the principal or his designee in order to fully discuss the incident. The principal shall inform the teacher of anticipated course of action.

The Board recognizes its responsibility to give assistance to a teacher who acts reasonably following board policy and the law in imposing student discipline.

8.500

Teacher access to pupil personnel records and materials will be in accordance with state law.

8.600

Any teacher shall be authorized to take any remedial action such as: counseling with a student or groups of students; conferring with a parent or groups of parents; assigning a student additional work; requiring a student to remain after normal school hours to do additional work; or for counseling, or other such action as is authorized by this Article to improve student behavior, consistent with administrative and school board policy, several copies of which shall be available in each school building.

8.700

Any case of assault, or battery, or threat of same, upon the teacher shall be promptly reported to the Board or its appointed designee. The Board agrees to provide legal consultation when requested by a teacher who has been injured as a result of a student's action constituting battery.

## **9.000 TEACHING CONDITIONS**

9.100

### Class Size and Teaching Load

9.110

The welfare of the pupils is the primary consideration in all school matters. Because pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that efforts should be made to provide the optimum pupil-teacher ratio consistent with the program, physical facilities, research and best educational practices.

9.120

For the purpose of this Article, the “first semester” means student days 1 through 90 and the “second semester” means student days 91 through 180.

Since the work load of a teacher is likely to increase when the class size exceeds acceptable levels, it is necessary to provide the teacher with additional compensation. In grades K-3 when the class size exceeds 29 for a 15 school day period in any semester, the teacher of such class will be compensated on the following additional stipend formula for the semester:

Each student over the 29 maximum per semester - \$500.00

In grades 4-5 when the class size exceeds 31 for a period of 15 school days in any semester, the teacher of such class will be compensated on the basis of the following stipend formula for the semester:

Each student over the 31 maximum per semester - \$500.00

In grades 6-12 when the class size exceeds 32 for a period of 15 school days, the teacher of such class will be compensated on the following additional stipend formula for the semester:

Each student over the 32 maximum per semester - \$500.00

The foregoing 32 maximum shall apply to classes of general music and art. In the middle school block, if the average class size in a block exceeds the middle school level as set forth above, each teacher in such block will receive the stipend amount for the specified level.

If the school employer implements or continues a seven (7) period day in either the middle or high school, the total number of students evaluated by a teacher shall not exceed one hundred sixty (160) unless agreed to by the teacher. In such computation middle school blocks will be counted for each teacher at the average class size level for each class taught.

The foregoing maximums and limits shall not apply to classes of choir, band, team or cooperative teaching and innovative or experimental programs.

Physical education limit on a stipend basis will be 34 with no cap limit. In the event a teacher is assigned a schedule with any combination of physical education and regular classroom courses, the average size of the regular classroom courses shall not exceed 27 and the specific size of any given classroom assignment shall not exceed 32.

9.130

Teachers in the high school and middle school shall not be assigned to more than thirty (30) teaching periods per week. Such teacher shall have at least 300 minutes per week and/or at least sixty (60) minutes set aside for planning, preparation, and/or consultation on a daily basis. Each teacher shall have no more than three (3) subject area preparations per day. Exceptions to these standards may be made only if the teacher voluntarily agrees to do so.

Four (4) preparations will only be assigned in the event that an additional course assignment is needed in order to provide the teacher with a full-time teaching position.

9.140

Each elementary teacher shall have a minimum of 325 minutes of prep time per week. The employer will provide fifty (50) continuous minutes four days per week during the student day. Teachers and building administrators will work cooperatively to provide preparation time on the one day each week when a 50-minute preparation period is not scheduled. In addition, a common block of forty (40) minutes will be provided during the teacher day. This agreement will not increase the class size or total number of students to be evaluated of/by teachers of specials (i.e., music, art, etc.)

9.200

### Working Conditions

9.210

Each secondary teacher (grades 6-12) shall have a continuous duty-free lunch period of not less than thirty-five (35) minutes.

Each elementary teacher shall have a continuous duty-free lunch period of not less than forty (40) minutes.

9.220

The Board agrees to maintain safe and healthful conditions under which to carry out the adopted educational program. The Association will inform the administration of any complaint in regard

to safe and healthful conditions prior to filing a complaint with OSHA. OSHA complaints may not be processed through the grievance procedure.

#### 9.230

The Board shall make available in each school a lounge for faculty use that is well-ventilated, which can be used as a lunchroom where smoking is not permitted. In addition, a restroom lavatory facility shall be designated for staff use and not available to students.

If vending machines are permitted in the teachers' lounge, the proceeds shall be used for improvement of the lounge or related matters agreeable to the administration and Association on behalf of the building staff consistent with regulations of the State Board of Accounts.

#### 9.240

Telephone facilities shall be available to teachers for school business and necessary personal business as long as it does not interfere with school operations. Toll calls other than school business are the financial responsibility of the teacher.

In order to transact school business, teachers will be provided with a private area in which to make telephone calls where practicable.

#### 9.250

Teachers shall receive at least five (5) school days advance notice when reports and supply order lists will be due except in an emergency involving state or federal reports or orders.

#### 9.260

A conference area shall be made available for parent/teacher conferences consistent with plant facility use. This area may be the teacher's assigned room during the time when students are not present.

#### 9.270

Custodial services shall be provided. Any complaint regarding custodial services shall be submitted in writing to the building principal.

#### 9.280

A delivery service shall be provided to and from the schools and the Media Resource Center.

#### 9.290

Off street paved parking facilities shall be maintained for school employees.



#### 9.2100

The regular school day for teachers encompasses six hours and fifty minutes exclusive of the duty-free lunch period. Teachers shall be on duty at least ten (10) minutes before the individual school's regular day. Exceptions to the above may be made on those days when a teachers meeting is called by the principal, or when the teacher is needed for a student and/or parent conference after prior notification is given to the affected teacher, which when practicable, should be one (1) school day's notice.

#### 9.2110

Traveling teachers shall be provided adequate storage space either within or near rooms in which they teach. Further, they will be given a room or a work area conducive to the conduct of preparation and planning in each of the schools assigned. Traveling teachers will not be assigned to a schedule which reduces the amount of either class time, preparation, planning and conference time or lunch period time provided by this Article of the contract.

#### 9.2120

Teachers required as part of their assignment to drive personal automobiles from one school to another school shall receive a car allowance equal to the maximum deduction permitted by the IRS. A standard approved mileage figure shall set forth the distance between building assignments. As an alternative to the computation of mileage, a traveling teacher may submit an approved log sheet setting forth the date, number of trips and the standard mileage figure.

#### 9.2130

Except in an emergency, no regular classroom teacher will be required to administer medication, lift students, carry students, tend to the intimate personal hygiene needs of students or perform other related services as that term is defined in 511 IAC 7-3-44. However, teachers may be required in the course of other duties, to provide counseling, early identification and parent counseling and training. The regular classroom teacher will cooperate with the special education personnel to allow such personnel to provide related services in the least disruptive manner. Nothing in this section is meant to discourage those who wish to volunteer.

### **10.000 TENURE AND NON-PERMANENT**

#### 10.100

##### Definitions

#### 10.110

A non-permanent teacher is a teacher who has not rendered service under contract for two (2) successive years of teaching in the school corporation and has not signed the third regular contract.

10.120

A semi-permanent teacher is a teacher who has rendered service for two (2) successive years, but not more than five (5) successive years, of teaching on regular contracts in the school corporation and has entered into a regular contract for the next school year.

10.130

A permanent teacher is a teacher who has rendered service for five (5) successive years of teaching on regular contracts in the school corporation and has entered into a regular contract for a sixth year with the school corporation.

Any permanent teacher rehired under a regular contract resumes such permanent status. Permanent status in the School City of Hobart shall be awarded and governed by the provisions of I.C. 20-6.1-4, sections 9-11.

10.140

Seniority shall mean continuous employment in the school corporation from the first date of active employment. An approved leave of absence shall neither interrupt length of continuous service nor be added to such service. Continuous service will be interrupted and broken and the employment relationship terminated when a teacher:

- a. Resigns;
- b. Is nonrenewed, nonretained, or terminated;
- c. Leaves employment for ten (10) consecutive contractual days without an approved leave; or
- d. Fails to accept an offered position while on a recall list or to defer such action in accordance with paragraph 10.440.

10.200

#### Nonrenewal and Termination Procedures.

10.210

A non-permanent teacher shall be entitled to notification of a proposed nonrenewal of his or her contract no later than April 1 preceding the next school year. Such notice shall be given in writing and delivered in person or sent by registered mail, return receipt requested, to the teacher's last and usual known address. A teacher receiving notice of nonrenewal shall be entitled to an informal hearing before the Board of School Trustees, subject to the following: 1) the hearing request must be submitted, in writing, to the superintendent of schools within five days of the teacher's receipt

of the notice of proposed nonrenewal; 2) the teacher shall be given at least five days notice of the date, time and place of the hearing; 3) the school administration shall present its case first; 4) presentation of evidence shall be through witnesses and exhibits; 5) the school administration and the teacher shall each have the right to call witnesses on their own behalf, to present relevant evidence and to question the other party's witnesses. Every effort will be made to avoid unnecessarily repetitive testimony.

10.220

The Board shall make its final determination and advise such teacher on or before May 1. Failure to notify a teacher of such final determination on or before May 1 shall result in automatic renewal as provided by state law.

10.230

In the case of semi-permanent and permanent teachers, notification of the consideration of termination of contractual rights due to reduction in force and/or substantial inability to perform teaching duties or incompetence will be tendered on or before May 1 of any school year.

10.300

#### Reduction in Force

10.310

Permanent teachers, if properly licensed, will not be refused continuation of employment based upon staff reduction if there are any semi-permanent or non-permanent teachers teaching in the area for which the affected permanent teacher is licensed. Semi-permanent teachers, if properly licensed, will not be refused continuation of employment based upon staff reduction if there are any non-permanent teachers teaching in the areas for which the affected permanent teacher is licensed.

10.320

This policy will not be applied to temporary contract employees or substitutes. It will not be utilized if it would result in the replacement of elementary art or music teachers unless the replacing teacher has a major in that area or in the replacement of teachers possessing special entry level qualifications unless the replacing teacher can meet those qualifications. The Association will be notified in the event the school employer relies on a special entry level qualification in determining an employee to be terminated due to reduction in force.

10.330

In the event of a staff reduction where teachers are laid off, the following shall be considered:

- a. Certification,

- b. Seniority, and
- c. Special Entry-level Qualifications, if any.

Within thirty (30) days of the execution of the Collective Bargaining Agreement between the parties, the school administration shall identify the current positions that are deemed to include special entry qualifications. In the future in the event that a position possesses such special entry qualification(s), the Board will place such notation on the posting notice and tender a copy to the Association.

10.340

The school employer may rescind any proposed lay off prior to school board action but subsequent to administrative notice. No further procedural rights must be afforded in such instance.

10.400

#### Recall

10.410

Teachers who are laid off will be recalled in reverse order of layoff to fill openings for which they are qualified by academic preparation, any special entry qualifications, certification and length of service in the school corporation.

10.420

A person who requests, in writing, to be placed on the recall list in writing will remain on the recall list for a period of time from the date of expiration of the individual teaching contract until August 15 of the second calendar year after the date of termination.

10.430

Any teacher who is on the recall list will be placed on a priority status on the substitute teacher list upon written request of such teacher. If the teacher on lay off does not wish to be considered for regular substitute service, they may be removed from such priority status.

10.440

When a person on the recall list is notified by registered mail of an open position, the person so notified shall, within five (5) school days of notice of an open position, state in writing whether the position will be accepted. The teacher shall be available to fill the position within ten (10) school days of notification, except that a teacher on the recall list who has signed a contract in another school corporation at the time of recall shall be permitted to complete his/her contractual obligation before returning setting forth such option in writing and giving the date of availability. If the

position for which the teacher was recalled is not available on the date of return, the teacher will be returned to the appropriate place on the recall list.

10.450

Failure to respond to a recall notice or refusal of a position for which the person is licensed constitutes a waiver of any rights to further notification of a recall under this Article.

## **11.000 SUMMER SCHOOL AND HOMEBOUND TEACHING**

11.100

### Summer School

11.200

All openings for summer school teachers will be posted by the superintendent in each school building. Applications must be submitted within two weeks of such postings, and such positions will not be filled prior to the deadline for application unless an exigent situation requires that less time is available for filling positions. Teachers who have applied for such summer school positions will be notified of the action taken regarding their applications as early as possible.

11.300

Positions in the summer shall be filled first by regular contract teachers in the School City of Hobart except in the case of courses not regularly taught in the regular curriculum for which special expertise or training is required and which is not possessed by a regular contract teacher.

11.310

To permit optimum summer school opportunities for the most number of teacher applicants, a teacher applicant may apply for only one summer school teaching position regardless of session in which it occurs.

11.400

In filling such positions, if the teacher applicant(s) is/are participants in MTGP, consideration will be given to a teacher's:

- area of certification,
- length of service in the Hobart Schools,
- major and/or minor field of study,
- regular teaching assignment

For teacher applicants who are not participants in MTGP, the employer may also consider areas(s) of competence and teaching performance.

If more positions exist than applicants, the practice will be to assign one open position per qualified applicant from that particular level (high school, middle school, or elementary) with remaining unfilled positions assigned to individuals who are qualified but from another level. If unfilled positions still remain, a second position will be assigned to qualified applicants from that particular level followed by qualified applicants from another level.

11.500

Teachers of summer school classes shall be issued a Supplemental Service Teacher's Contract and shall be paid for each hour of instruction on hourly rate based on their regular teacher's contract salary divided by six (6) hours per day.

Summer School paychecks shall be issued in equal installments and at biweekly intervals separately from regular paychecks until the amount of the contracted salary is paid. The first summer pay will be issued on the first regular payday following the preceding regular summer payroll period.

11.600

No teacher shall be required to work a split shift or to teach less than two hours in any summer school program.

11.700

During summer school, teachers may utilize the following entitlement: two (2) days leave plus bereavement leave per 18.200. Such leave shall be deducted at the rate of one-half ( $\frac{1}{2}$ ) day for each day of absence. These leave provisions shall apply separately to each session of summer school. A teacher employed in summer school may not use unpaid leave days and return to duties in summer school.

(Note: the above language in section 11.700 is maintained but is inactive and the new language below is operable for a specific term.)

For the 2004 summer school, the days of leave have been changed to an aggregate of .5 days multiplied by the weeks of summer school based upon  $\frac{1}{2}$  day increments. Unused Summer leave will be added to the teacher's accumulated sick leave. Summer School applicants will make a pre-employment certification that no pre-arranged absences now exist during Summer School nor will such absences be decided later. Data on leave use will be collected for 2003 and 2004 Summer School leave. The subject of Summer School leave will be a re-opener for 2004-05 for 2005 Summer School.

11.800

## Homebound

11.900

Positions of homebound teaching will be offered first to the student's regularly-scheduled teacher(s).

11.1000

By September 15 of each year, all teachers will be invited in writing to apply for homebound teaching. Such applications must be made no later than October 1 of each year.

In the event that a homebound student's teacher(s) elect not to accept the homebound assignment, such assignment(s) shall be made from the applicant pool created above, on a rotating basis with no teacher receiving a second assignment in a license area until all other applicants in that area have received an assignment.

11.1100

Teachers of homebound students shall be issued a Supplemental Service Teacher's Contract and shall be paid for each hour of instruction on hourly rates based on their regular teacher's contract salary divided by six (6) hours per day.

## **12.000 PROFESSIONAL QUALIFICATIONS, REQUIREMENTS AND ASSIGNMENTS**

12.100

Teachers and substitute teachers must meet the requirements for licensing as set forth by the Commission of Teacher Training and Licensing.

12.200

The cost of any medical examination or any other examination required by the Board or the law shall be paid by the Board. The Board reserves the right to designate the licensed physician to administer such medical examination.

12.300

Teachers other than substitute teachers shall not be assigned outside of the scope of their teaching certificates and their major or minor field of study. Where the school employer is unable to employ a person in a licensed area, after making a determined and reasonable effort, the employer may employ on a temporary basis a certificated employee outside his/her licensed area. For the purpose of this Article, temporary shall mean no longer than one school year.

## 12.400

Teachers will be advised of anticipated or tentative changes in their program and schedules for the ensuing school year by the last day of the school term. Teachers shall be notified in writing of any tentative change in their program and schedules for the ensuing school year by July 10. In no event will additional changes in teacher's schedules be made later than 5 working days prior to the first teacher work day of the school year, unless an emergency situation including an unexpected change in anticipated enrollment requires same.

## 12.500

1. This understanding will cover the scope of the language set forth in paragraph 9.2100 and 12.500.
2. The Association agrees that teachers will be expected from time to time to perform the following responsibilities beyond the regular school day:
  - a. Faculty and Departmental Meetings in accordance with the provisions of paragraph 9.2100;
  - b. Teacher-parent or teacher-teacher conference;
  - c. Teacher-administrator conference;
  - d. Curriculum, Textbook, Planning, and Program Meetings; (in cases where volunteers have been traditionally sought, such practice will continue unless sufficient volunteers are not obtained.)
  - e. Hearings regarding student discipline;
  - f. (1) Open Houses to introduce new facilities or new programs;  
(2) Presentation on school-related programs or events to the Board of School Trustees.

(Note: the employer will continue to permit excuses for attendance in cases where good cause is shown.)

3. In consideration of the foregoing, the Board would provide compensation for certain supervisory duties, including the teacher or teachers who are sponsoring the event, during the evening or weekends at the rate of \$17.00 per event per person in supervision for the following duties with volunteers taken first:
  - a. Choral concert supervision;
  - b. Band concert supervision;
  - c. Play and musical supervision.

The foregoing shall not apply to duties that are included in the positions found on the Extra Pay Schedule set forth in Article 24.360. Further, it shall not apply to the supervision of class and club activities. In case of the above events set forth in Section 3, a teacher may get a certificated school employee in the building to substitute for them. In such a situation, the administration will be notified.



The school administration will inform teachers assigned to the duties listed above of the expected time for reporting and leaving.

12.600

Teacher aides shall be under the guidance or direction of the teacher and/or the building principal. These aides shall not perform any unsupervised academic teaching duties.

12.700

The school employer has the right and responsibility to employ substitute teachers. It is the policy of the school employer to select the best qualified substitute available. A teacher who teaches another teacher's class during his/her regularly scheduled preparation period shall be entitled to receive either a compensatory planning/preparation period or additional compensation at the statutory supplemental salary pay formula (I.C. 20-6.1-4-8) hourly rate; i.e. the then current B.S.-0 Salary Schedule divided by the number of school days divided by six (6).

### **13.000 SPECIAL AND STUDENT TEACHING ASSIGNMENTS**

13.100

Supervisory teachers of student teachers shall be teachers who voluntarily accept the assignment and shall be known as a supervisory teacher. The Board or its designee shall announce that such positions will be available and teachers shall indicate their availability for these assignments.

13.200

Supervisory teachers shall work directly with the university program coordinator and assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the teaching profession.

13.300

A supervisory teacher shall not be required to furnish materials necessary for a student teaching assignment.

### **14.000 DEPARTMENT CHAIRPERSON, TEAM LEADERS, AND CURRICULUM COORDINATORS**

14.100

The selection process and job descriptions for department chairpersons, team leaders, and curriculum coordinators are found in the School Board Policy. Such selection process and job

descriptions shall not be changed from year to year unless discussion with the Association precedes such change.

Article 14.200 SY 2005-2006

In the event the immediate supervisor has concerns relevant to the fulfillment of the Essential Duties and Responsibilities as listed in the job description, the Evaluation Form in Appendix O will be used.

		<u>0-1</u>	<u>2-3</u>	<u>4+</u>	<u>Step</u>
DEPARTMENT CHAIRPERSONS:	<u>School</u>				
2 - 5 FTE MEMBERS	HS	726	890	1,210	
+ 6 FTE MEMBERS	HS	1,210	1,455	1,779	
CURRICULUM COORDINATORS:					
1.5 - 4 FTE MEMBERS	MS	648	810	1,133	
+ 5 FTE MEMBERS	MS	1,133	1,373	1,616	
TEAM LEADERS:					
+ 4 MEMBERS OF TEAM		648	810	1,133	
ELEMENTARY GRADE LEVEL:					
SYSTEM COORDINATORS - K-5		648	810	1,133	
FINE ARTS COORDINATOR		648	810	1,133	

### **15.000 PROMOTIONS-ADMINISTRATIVE**

15.100

Notice of vacancies for positions other than those within the bargaining unit shall be posted in the office of each school building. These notices shall include the position available, effective date of vacancy, kind of license necessary, and information concerning the securing of and deadline for filing of the application. If a vacancy occurs during the summer months when school is not in session, the notice shall be posted in the Administrative Office and either mailed to each teacher or included with the teacher's salary disbursements during the summer months.

15.200

Such notice shall be posted for a period of time to permit consideration of application which normally will be for a period of at least two (2) weeks.

15.300

All applications from school employees will be acknowledged and such applicants will be informed when the position is filled.

## **16.000 VOLUNTARY AND INVOLUNTARY TRANSFERS AND ASSIGNMENTS**

16.100

Any teacher may request a transfer to another building or subject area for which he/she is certificated or a reassignment to another grade level. Requests for transfer shall be submitted to the building principal and the personnel office on or before May 1 on the Transfer Form as in annexed Appendix C. A register of transfer requests shall be maintained in the personnel office so that the teacher's request will automatically be considered when and if transfers occur at the end of the school year. Receipt of transfer requests shall be acknowledged and interviews arranged dependent upon vacancies. The decision of the superintendent in making any transfers shall be in the best interests of the educational program. No teacher shall be discriminated against because of a request to transfer.

16.200

The superintendent shall maintain a list of available vacancies by school, grade, and subject. Such lists shall be kept current, published and posted on all administrative bulletin boards in the system and distributed with the first paycheck in July and August, and mailed to those teachers on twenty-one (21) days and inserted in the pay envelope for the other teachers.

16.300

The Board recognizes that the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance. The Association recognizes that some flexibility in regard to teacher transfers must remain with the administration and that a substantial degree of stability must be provided for all teachers. All other transfers shall follow the provisions below:

1. When an involuntary transfer from one building to another is necessary, to the extent possible, all volunteers shall first be transferred. If non-volunteers need to be transferred, the school employer will consider the following factors:

In the case of teachers who are participants in MTGP: 1) certification, 2) length of service in the Hobart schools (those with the least service will be transferred first), and 3) special qualifications.

For those teachers who are not participants in MTGP, the employer may also consider the teacher's ability to perform duties in the area of transfer.

2. When and if involuntary transfers become necessary, lists of positions in other schools shall be made available to all teachers being transferred. In filling such positions preference shall be given to presently employed teachers over newly hired teachers.

#### 16.400. Involuntary Elementary Reassignment.

Involuntary elementary teacher reassignment must be for good cause shown, without regard to whether or not the teacher is participating in the MTGP.

### **17.000 SABBATICAL LEAVE**

#### 17.100

##### Purposes for Sabbatical Leave

#### 17.110

Study in accredited institution of higher education.

- a. A minimum of nine semester hours of approved accredited work on campus each semester is required. No credit is allowed for summer sessions. A transcript of credits earned must be submitted upon expiration of sabbatical leave.
- b. Proof of acceptance in graduate school must accompany application.

#### 17.120

Research in education of subject field.

- a. Observation of schools and/or other sources of information related to education and the subject matter thereof. A detailed statement, outlining the general subject of investigation and the approach to be taken, must be submitted with the application.
- b. At the expiration of the leave for research, a report shall be presented giving: (1) an account of the data studied, (2) a list of the schools, industries, laboratories, or libraries visited, and (3) the results of the investigation. The school board in consultation with a university department chairman shall determine the adequacy of the research report before authorizing sabbatical payment.

Combination plans or plans not outlined above will be accepted. The purposes and itinerary for such plans must be submitted with the application.

17.200

#### Application Procedure

17.210

Application forms are available from the central administrative office. A teacher who submits an application must set forth the long term benefits to the school corporation.

17.220

All applications for sabbatical leave must be submitted to the superintendent on or before March 1 for September leave and on or before October 1 for second semester leave.

17.230

Following receipt of an application the superintendent or his designee will forward such application to the Sabbatical Committee for evaluation and recommendation to him.

17.240

The number of applications approved in any one year shall not exceed two teachers.

17.300

#### Approval of Leave

17.310

All approvals for sabbatical must be made by the Board upon recommendation of the superintendent.

17.320

A sabbatical committee consisting of three teachers appointed by the Association and three administrators selected by the superintendent shall evaluate all applications and make a recommendation to him. One teacher is to represent the elementary grades (K-5), another, the middle school (6-8), and the third, the senior high (9-12).

17.330

The sabbatical committee will make a recommendation to the superintendent or designee on the application(s) submitted.

17.400

Eligibility

17.410

Any certificated teacher may be eligible for sabbatical leave after completing his fifth year or more of continuous, active and satisfactory service in the School City of Hobart. Staff members will not be eligible for a second sabbatical until no less than seven years have passed since their last leave.

17.420

Substitute work is not recognized in estimating years of continuous work.

17.430

The health of the applicant will be taken into consideration.

17.440

A teacher who submits an application must set forth the long term benefits to the school corporation.

17.500

Term of Sabbatical Leave

Leave will be granted for a definite, stated period, which may not exceed two semesters. During such periods, teachers shall be considered to be on leave and shall not be paid except in accordance with paragraph 17.600 of this Article.

17.600

Financial Compensation

17.610

Upon return to teaching, the bargaining unit member successfully completing the sabbatical leave will be given the following compensation: the salary for teachers of like experience and training as set forth on the adopted salary schedule for the school year of the return to teaching plus .25 times the appropriate salary set forth on the salary schedule adopted for the first expected school year of return. The sabbatical salary will be paid according to the regular salary payment schedule according to experience and training. Sabbaticals do not constitute teaching experience.

17.620

All staff members accepting a sabbatical must enter into a written agreement with the Board in which they pledge to return to the School City of Hobart employment for a period of not less than two years for one year sabbatical, and one year for a semester sabbatical.

17.630

Should the staff member fail to return to regular service in the School City of Hobart at the expiration of the leave, all considerations for such staff member during leave shall be canceled. Should the staff member return to teach one year only or some period less than one year, only the proportionate amount of the sabbatical salary will be paid to the employee.

17.640

Procedures to be followed in the event of the death or major disability of the sabbatical scholar would be the same as if he were on active assignment, provided such scholar has previously paid fringe benefit premiums.

17.700

#### Conditions

1. Membership in the School Employee Insurance Coverage may be continued by personally prepaying the total premium for the sabbatical year to the office of the School City of Hobart. Social Security payments cannot be withheld since the School City of Hobart is not making payments to the teacher.
2. Acceptance of outside employment during the sabbatical study is not permitted.
3. Acceptance of fellowships or like sources of supplementary income is permissible so long as they do not impede fulfillment of the purpose for which the sabbatical is granted.
4. Return from a sabbatical leave shall be governed by the provisions of paragraph 20.800.
5. It is also understood that periodic reports will be made to the superintendent and that a summary report will also be made at the termination of sabbatical leave.
6. If during a sabbatical leave a teacher carries twenty semester hours or thirty term (quarter) hours, the Indiana State Teacher's Retirement Fund will grant one year of credit toward retirement. Evidence of the leave and a transcript of credits must be sent to the Teacher's Retirement Fund Office to claim this credit. Only one year's leave per seven years of teaching will be allowed for credit.

17.800

#### Change of Plans

Any change of plans from those contained in the original application must be approved by the superintendent and the Board. Failure to give such notice shall render the agreement between the Board and the teacher null and void.

## **18.000 PROFESSIONAL AND PERSONAL LEAVES**

### 18.100

Personal Leave - Three (3) personal leave days for personal business shall be granted during the contractual year upon request in writing to the superintendent at least twenty-four hours before taking such leave (except in case of emergency). Such requests shall be made on a Personal Leave Form as set forth in annexed Appendix D. Such leaves shall be without loss of compensation for such absence. Those personal leave days unused shall be added to the accumulated sick leave days on July 1 after the close of school.

(Note: the above language in 18.100 is maintained but is inactive and the new language below is operable for a specific term.)

Personal Leave - Three (3) personal leave days for personal business shall be granted during the contractual year upon request in writing to the superintendent at least twenty-four hours before taking such leave (except in case of emergency). Such requests shall be made on a Personal Leave Form as set forth in annexed Appendix D. Such leaves shall be without loss of compensation for such absence. Unused personal leave shall accumulate from year to year to a maximum of six. Those personal days, in excess of six, unused shall be added to the accumulated sick leave days on August 1 at the start of the school year in which they are accumulated. Use of personal leave by any one teacher shall not exceed five days in any given school year.

Pilot Language — Use of personal leave by any one teacher shall not exceed 6 days in any given school year. This restriction limiting use of personal leave to five days in a given year shall be suspended for the duration of a three year pilot period during school years 2004-05, 2005-06, and 2006-07. At the end of the three year pilot, the language will be permanently changed if personal leave usage does not significantly increase (2.5%).

### 18.200

Bereavement Leave - An additional leave up to seven (7) work days shall be granted following the death of an employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, or for which any person the teacher and his spouse are responsible. If more than one death in the immediate family should occur, seven (7) full work days shall be granted for each. Leave up to five (5) work days shall be granted for death of aunt, uncle, niece, nephew, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. An employee who wishes to take leave to attend the funeral of someone who is not listed above may apply to the superintendent.



If the employee leaves on such leave before the end of the third class hour or the third clock hour after the start of the teacher work day, that day will be counted as the first day of bereavement. If the employee leaves after that time, the first day begins the following day. These days are not cumulative. If a teacher is an administrator or executor of the estate of a deceased person, two of these days may be used for that purpose within one year of the date of death.

#### 18.300

Educational Conference Attendance - All staff members shall be eligible for two days conference attendance with pay. Teachers shall be required to file written requests with the superintendent through his/her designee setting forth the nature of the conference. Requests should be filed, if at all possible, by September 30 of each school year, but in no event later than 2 weeks prior to the conference. Approval of all such requests shall be discretionary with the Board. Such approval shall not be unreasonably withheld. The Board recognizes that, on occasion, a conference may be announced with less than two (2) weeks notice. In such instances, the Board shall waive the notice requirement. Such dates and days of leave may be extended by approval of the Board. Further, teachers may be requested to report the nature of the professional meetings attended and a resume of the program.

1. Conference Expenses - Since the School City of Hobart encourages professional growth, the School City of Hobart will pay in part the expenses incurred at professional conferences, workshops and seminars. These expenses would include the cost of hiring a substitute for the teacher(s) involved.

This does not include the I. S. T. A. Conference.

#### 18.400

Court Appearance Leave - Leave of absence without loss of pay or other leave days shall be granted for any court appearance where attendance of the teacher is requested by the school administration or prosecutor. A teacher called for jury duty or subpoenaed as a witness in a work-related matter shall be compensated for the difference between the teaching pay and the pay received for the performance as a juror or a witness.

In the event that a teacher is subpoenaed to appear in court on a non-work-related matter, the teacher who is subpoenaed may elect to reimburse the school corporation for the cost of the substitute and not use a day of personal business leave.

A leave of absence without loss of pay or other leave days shall be granted for required testimony by a teacher in a criminal proceeding involving an alleged assault and battery committed against a teacher at a school function.

#### 18.500

Serious Injury or Illness in the Family - All professional personnel of the School City of Hobart shall be allowed up to six (6) work days leave per year with pay (not accumulative but deductible from sick leave days) for absences occasioned by such serious illness or injury of the employee's

spouse, parents, children or any person for whom the teacher is responsible and up to three (3) work days leave for absences occasioned by serious illness or injury of the employee's mother-in-law or father-in-law. If a teacher has used all of his/her available family illness days for a given school year and still needs access to additional accumulated sick leave days, he/she may make a request to use additional sick leave days for family illness to the superintendent who shall have the discretion to grant or deny such request.

18.600

Association Business Leave - The Association will be granted up to twelve (12) days for the purpose of lobbying during the long session of the Indiana General Assembly and eight (8) days for such purpose during the short session. In addition the Association will be granted ten (10) days each year for Association business other than lobbying. The Association will reimburse the school employer for the costs of substitutes. These days will not include any days provided for under 5.000.

18.700

The School City of Hobart will comply with the provisions of the Family Medical Leave Act of 1993, as supplemented, superseded or amended (herein referred to as FMLA). Teachers using applicable paid leave shall integrate the paid leave during the term of the FMLA leave. Under current FMLA, leave shall be available for up to 12 weeks to certificated unit employees for the birth of a child, adoption or the placement of a foster child; to care for a seriously ill spouse, child or parent; or due to the employee's own serious health condition. Intermittent or reduced schedule leaves shall be available for up to 12 weeks of leave in a year for a serious health condition of the employee which makes him or her unable to perform the functions of his or her job or to care for the employee's spouse, child or parent who has a serious health condition. Any contractual provision contrary to the terms of the FMLA shall not be construed to deny benefits granted by the FMLA. The twelve (12) month period for eligibility for the use of FMLA shall be counted from the first day of the FMLA leave. An employee on FMLA leave shall receive the same health plan and life insurance as active certificated unit employees. (If permissible with the current LTD carrier, teachers on FMLA will receive the same LTD coverage as active employees.)

## **19.000 ILLNESS AND DISABILITY**

19.100

A teacher shall notify the principal or his designee about his or her absence by the evening before, but not later than one and one-quarter hours ( $1\frac{1}{4}$ ) prior to the time that the teacher's work day begins on the day of his or her absence. The Board recognizes that an emergency may make it impossible for a teacher to fulfill the above notice provisions, however, this clause shall not be construed as an evasion of the notice provision of this section. Reasons may be requested to establish if an emergency exists.

If possible, the teacher should notify the principal or his/her designee of his or her intention not to return to work by the end of the school day on the date of absence, but in no case will the teacher notify the principal or his/her designee of an intention not to return to work later than one and one-quarter (1¼) hours prior to the time the teacher's work day begins on the day subsequent to each day of absence.

Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

19.200

For absences caused by illness or physical disability of the teacher, each teacher shall be allowed ten (10) days for each year of employment accumulative without limit. In the event a new teacher shall have accumulated one or more sick leave days in a prior school corporation of this state, then there shall be added for the second year and each succeeding year of such employment up to three (3) days of sick leave until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted. The school employer may require the submission of a physician's certificate of treatment and nature of incapacitation or illness in cases where illness has been frequent or where a reasonable suspicion of abuse exists.

19.300

Absence due to injury incurred in the course of the teacher's employment shall be charged against the teacher's sick leave days provided that portion of the sick leave days covered by the Indiana Workmen's Compensation Act be returned to the teacher. When a teacher has used his/her total accumulation of sick leave days prior to the end of the school year, the Board shall pay to such teacher the difference between his/her salary and benefits received under the Indiana Workmen's Compensation Act for a total of not more than thirty (30) additional school days or until LTD insurance commences.

## **20.000 UNPAID LEAVES OF ABSENCE**

Application for the following unpaid leaves of absence shall be made on or before April 1 of the school year preceding the leave. Teachers granted such unpaid leaves of absence shall inform the superintendent of intent to return on or before April 1 preceding the termination of leave. These dates shall be followed except in cases of emergency.

20.100

A leave of absence of one (1) year shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries, foreign or military teaching programs, the Peace Corps, Teacher's Corps, Job Corps, or Volunteers in Service to America, as a full time participant in such program; provided said teacher states his/her intention to return to active service in the school system. A renewal of such leave of up to

one (1) additional year may be granted to the teacher. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

#### 20.200

A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of engaging in study related to his/her professional responsibilities at an accredited college or university. A renewal of such leave of up to one (1) additional year may be granted to the teacher.

#### 20.300

- A. Each permanent or semi-permanent teacher who enters the defense service on a full-time basis is considered to have been granted a leave of absence upon a written request to the school employer prior to such leave.
- B. Each non-permanent teacher who enters defense service on a full-time basis has his/her rights to probationary successive years of service under contract preserved with the school corporation as he/she had them when entering the defense service. The period of probationary service shall not include the time spent in the military service. The teacher is considered to have been granted a leave of absence during the defense service upon a written request to the school employer prior to such leave.
- C. Each teacher on leave of absence for defense service shall within sixty (60) days after an honorable or medical discharge or release from active participation in the service present himself/herself for reinstatement.
- D. Upon reinstatement, the status of the teacher is the same as when entering the defense service, but all rights to changes of salary or position, except as specified in Section B. accrue as if there had been no interruption.

#### 20.400

A leave of absence of up to two (2) years shall be granted to a teacher, upon application, for the purpose of serving as an officer of a state or national school employee organization or on its staff.

If the term of office exceeds more than two (2) years, up to an additional year of leave may be granted.

#### 20.500

##### Leave for Major Disability

This section 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 four (4) weeks.

20.510

#### Anticipated Disability

Where disability can reasonably be anticipated as in the case of a scheduled operation or childbirth, the following regulations shall apply:

- a. The teacher requesting leave shall notify the Office of the Superintendent of the expected time of leave as soon as reasonably possible.
- b. When practicable, the leave of absence shall begin at the end of a grading period, semester, or at the termination of a school recess of at least one (1) week.
- c. Where the teacher's condition raised any serious problem to the teacher's health or ability to perform his or her duties in the period prior to the beginning of leave, the school employer may require the submission of a physician's statement as to the teacher's ability to continue teaching.

20.520

Subject to the notice and other requirements set out in paragraph 20.530, the teacher may resume teaching duties at such time that the teacher is physically able to return to teaching duties unless an unpaid leave of absence for a greater term has been requested and a replacement has been employed under a temporary teacher's contract.

The school corporation may, at its option, require the submission of a physician's certificate to that effect. Teachers are encouraged to return at the beginning of a grading period, semester, or at the termination of a recess of at least one (1) week.

20.530

#### Notice of Return to Teaching

As soon as reasonably determinable after the commencement of the disability leave, the teacher shall notify the Office of the Superintendent of the anticipated 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 anticipated time of return.

Teachers shall furnish the school corporation proof of their continued disability, if requested by the Superintendent of Schools or his/her designee. Unless waived by the school corporation, the teacher shall not be entitled to return to teaching duties unless at least one (1) calendar week notice is given by the teacher of the intention to return to work. If a leave of absence is granted through the end of the second semester, the teacher shall notify the school corporation of an intention to

return to work the following school year by the preceding April 15th, unless the teacher requests the leave after such date, in which case the teacher shall notify the school corporation at the time the leave is granted of an intention to return the following school year.

In the event that a teacher fails to notify the school corporation, the school corporation shall determine the time of return and the position of assignment.

#### 20.540

Where the teacher is replaced for less than a school year by a casual substitute for the duration of the leave, the school employer shall assign the teacher to the position held by the casual substitute replacing such teacher at the time of termination of the leave.

Where the teacher is replaced by a teacher on a temporary contract and the teacher on leave returns on the date specified, the school employer shall assign the teacher to the position held by the temporary contract teacher, replacing such teacher at the time of termination of the leave. The temporary contract shall state the name and assignment of the teacher on leave plus the length of the leave.

Where the leave extends to the end of the school year, the teacher shall be reassigned in accordance with 20.800 of this Article.

#### 20.550

The school employer shall grant a leave of absence for a period not exceeding one (1) school year for teachers pursuant to the paragraphs under 20.000. Upon request, this leave may be further extended at the discretion of the School Board.

#### 20.560

A teacher may use his or her sick leave days prior to the commencement of an unpaid leave of absence.

#### 20.600

In those instances where a teacher's health warrants it (as stated by the teacher's attending physician), a health leave shall, after one year of service, be granted up to a minimum of one year plus an unfinished year. This leave may be renewed each year upon written request of the teacher.

#### 20.700

A teacher, in applying for adoptive leave, shall upon initial application for the adoption notify the superintendent in writing of his/her intent. The period of leave shall commence when the child is physically turned over to the teacher-parent. Such leave shall be without pay or increment. Upon request of the teacher, leave may be extended for up to one full school year.

## 20.800

Upon return from any leave, a teacher shall be reassigned to a position for which he or she is qualified. Nothing in this section shall be construed as preventing a teacher from applying for transfer in accordance with paragraph 16.000 after the initial reassignment.

Where a teacher is replaced for less than a school year by a casual substitute or temporary contract teacher for the duration of the leave, the school employer shall assign the teacher to the same position held by the casual substitute or temporary contract teacher at the conclusion of such contract replacing such teacher at the time of termination of the leave. Where the teacher is replaced by another person holding a temporary contract or casual substitute and the teacher returns on the date specified, the school employer shall assign the teacher, replacing such teacher to the position held by such substitute or temporary contract teacher at the time of the termination of the leave.

## 20.900

A teacher, upon request, who is elected or appointed to public office that would interfere with his/her contractual duties with the school corporation shall be granted a leave of absence for a period equal to one (1) full term of the office, except service in the General Assembly which is not limited to one (1) term. Such leave shall be without pay, fringe benefits and increments.

## 20.1000

No teacher may be given an assignment in violation of 12.300.

To expedite the return, the returning teacher may request a meeting with the superintendent to discuss a possible reassignment.

## 20.1100

A teacher shall retain those tenure rights guaranteed by state law.

## 20.1200

In the event that a non-permanent teacher asks for two different leaves, one immediately following the other, the second leave shall be at the discretion of the Board. No non-permanent teacher may use this process to avoid nonretention. The Board may refuse to grant a non-permanent teacher any unpaid leave of absence during the teacher's second consecutive year, if the quality of the teacher's service is not sufficiently high to merit retention as a semi-permanent or permanent teacher.

## 20.1300

The school employer, at its discretion, may grant an unpaid leave of absence of up to one (1) year for bereavement, illness, family illness or other emergency or unusual circumstance not

specifically provided for in this Agreement. Any request for such leave must be submitted in writing to the Superintendent.

## **21.000 POLITICAL ACTIVITY**

### 21.100

All teachers of the School City of Hobart shall have the entire liberty of political action, except when teaching in the classroom. Such action shall be within the laws of the United States of America and the State of Indiana. This political action is permitted as long as it does not impair their usefulness in their respective capacities.

### 21.200

Use of political material for instructional purposes in the classroom is not forbidden, but each teacher must be accountable that his presentation is open-minded, fair, responsible, and respectful of the differing opinions of others.

## **22.000 SCHOOL CALENDAR**

### 22.100

For the terms of this Agreement, the annual school calendar shall be set forth in Appendix F. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

### 22.200

The contractual days for teachers shall consist of 183 days in each school year during the term of this Agreement. In each year there shall be 180 instructional days of which two half-days will be set aside for parent conferences, if permitted by regulation of the Department of Education. The remaining contract days shall be as follows:

Orientation Day	1
Records Days	1½
Paid Holidays	0
Inservice Days	½

## **23.000 INSURANCE PROTECTION**



23.100

Membership

Members of the bargaining unit shall be eligible to participate in the group insurance program of the School City of Hobart by paying an annual \$1.00 membership fee.

The basic group insurance program consists of health insurance, dental insurance, prescription drug coverage and vision insurance which can only be taken as a complete program.

If a spouse of a teacher is employed by another employer, the spouse will enroll in the single plan of his/her employer as the primary carrier if the employer permits enrollment.

Teachers may only enroll during the first thirty (30) days of employment in the insurance plan of the school corporation and will only be permitted to enroll or change to a family plan in the case of a significant life qualifying event.

23.120

In the case of both a husband and wife employed in the bargaining unit, the Board will contribute 100% of all insurance premiums.

Where two teachers are married and enrolled in one family plan or in two single plans where that is the most economical for the basic group insurance program, one spouse-teacher shall be entitled to receive the annuity payment in section 23.300.

23.130

Insurance Committee.

An insurance sub-committee of the bargaining teams composed of three (3) members appointed by the Association and three (3) members appointed by the Board of School Trustees shall study the group insurance program of the certificated staff. The committee shall recommend the carrier for each program, the scope of the benefits and plan design in accordance with Appendix L. The committee shall meet from time to time to monitor the claims and the group insurance program, and shall be authorized to modify the plan, add to or delete from the plan with approval from the Association and the Board of School Trustees.

23.200

The basic group insurance program shall continue the health insurance, dental insurance, prescription drug coverage (with the exception of a \$5 co-pay) and vision insurance at least the same levels as provided during the 1990-91 school year unless such benefits are changed in accordance with the provisions of Article 23.000. The Board of School Trustees agrees to implement a Section 125 Plan to defer payments of premiums, unreimbursed medical expenses and

child care in accordance with Appendix L. The school corporation will select the qualifying carrier with the most competitive offer with respect to charges for services of administering this plan.

23.250

The Board will contribute 90% of the single or family premium for the basic group insurance program with the teacher contributing 10%.

23.300

The Board shall continue to contribute \$500 annually for those who do not participate in the basic group insurance program for a tax sheltered annuity or alternative plan if the annuity is not available.

A teacher electing this option must submit proof of medical/hospital insurance or execute a waiver of coverage in case of future noninsurability.

23.400

#### Term Life Insurance

The Board will provide, without cost to the employee, a term life insurance policy which provides double indemnity coverage for accidental death as follows: \$40,000

23.500

#### Long Term Disability

The Board will provide without cost to the employee, an LTD group insurance plan with 66 2/3% of regular salary benefit after a 120 day waiting period.

23.600

#### General Liability

The Board now carries a Single Limit Comprehensive General Liability insurance which includes teacher's liability and corporal punishment coverages. The Board agrees to continue this type of teacher coverage.

The Board, within the limits of its General Liability Insurance Protection, shall provide liability insurance for teachers who are authorized to use personal automobiles for approved school business.

23.700

#### Tax Sheltered Annuities

1. Deductions for tax sheltered annuities will be made for those teachers requesting same, in writing, to the superintendent.
2. Teachers shall be able to start or to make changes in their annuity programs during the thirty (30) day period prior to the start of the second semester in addition to the period prior to the start of school; provided, however, that the second semester change option may be used only one time during the life of this Agreement.

23.800

#### Employee Assistance Program (EAP)

An Employee Assistance Program (herein referred to as EAP shall be initiated for the June 1, 1998, to June 1, 1999, using the model developed by the EAP Committee. The model will be used for the June 1, 1998, to June 1, 1999, as a pilot program. It shall be reviewed by the EAP Committee no later than February 1, 1999. (It is understood that during the pilot program, employee participation shall be voluntary.) Either the HTA or the Board may elect to discontinue the program by giving 90 days written notice prior to the expiration of the pilot program. At each annual anniversary date, either the HTA or the Board may elect to discontinue the program by giving 90 days written notice prior to the expiration of the renewed plan.

### **24.000 PROFESSIONAL COMPENSATION**

24.100

#### Basic Salary

The basic salary of teachers covered by this Agreement are set forth in Appendix G which is attached to, and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated period, based upon the exit recovery program work through the Finance Committee. Effective September, 1992, the Board will pay the 3% teacher contribution for the Teacher Retirement Fund (TRF).

A teacher may select a 21 or 26 pay option with pay being computed in nearly equal pays continuing every two weeks after the initial pay. The parties shall designate an initial pay for each school year of the contract.

24.150

A substitute teacher employed for a semester or more will be placed on a temporary contract and shall be part of the bargaining unit.

24.200

## Training

All credits shall be from a college or university approved by North Central Association of Colleges and Secondary Schools and/or NCATE or a reciprocal accrediting agency. The following regulations (24.210-24.260) shall apply in determining the teacher's training classification for salary purposes.

### 24.210

Bachelor's Degree Level: To be placed on the schedule at this level, the teacher must submit evidence of the completion of the bachelor's degree.

### 24.220

Bachelor's Degree Plus 15 Hours Level: To be placed on the schedule at this level, a teacher shall submit evidence of the completion of 15 semester hours (twenty-three (23) quarter hours) of graduate credit earned or credit approved by the school employer after the completion of the teacher's work for the bachelor's degree.

### 24.230

Five Year, 180 Weeks, B. S. Degree Level: Applies only to teachers currently on faculty and approved for this schedule. No additional teachers shall be placed on the schedule at this level.

### 24.240

Master's Degree Level: To be placed on the schedule at this level, the teacher must submit evidence of the completion of the master's degree.

### 24.250

Master's Degree Plus 15 Semester Hours (twenty-three (23) quarter hours) of Graduate Work After Receiving Master's Degree Level or Master's Degree Plus 30 Semester Hours (forty-five (45) quarter hours) of Graduate Work After Receiving Master's Degree Level: To be placed on the schedule at these levels, a teacher shall submit evidence of the completion of that amount of graduate credit earned or credit approved by the school employer after the completion of the requirement for the master's degree.

### 24.260

All college or university courses necessary for an adjustment to a different salary lane or classification shall be completed for the ensuing school year prior to the official opening of the school calendar. Transcripts and letters from an appropriate college or university official must reach the superintendent's office by October 1, unless conditions beyond the teacher's control exists. A teacher may adjust to a higher salary lane effective the beginning of the second semester

if notification of such intent is given prior to August 15 of the preceding year and the verification of such credit is received prior to the beginning of the second semester.

24.300

Experience

24.310

Full credit shall be given for outside public school teaching experience.

24.320

Credit will be given for each year of military service up to a maximum of four years. A minimum of six months military service is necessary to qualify for a year of service.

24.330

The superintendent is authorized by the Board to evaluate the training and experience of all teachers under contract and all applicants, in accordance with training and experience requirements as set forth by the Commission of Teacher Licensing and Certification of the State of Indiana.

24.340

No teacher shall be employed in excess of credit authorized by this schedule. Extra Pay for Additional Services will be set forth in Article 24.360 which is attached hereto, and incorporated in this Agreement.

Teachers shall be paid in 21 or 26 payments as designated by the teacher. If a teacher desires to change from one of said pay periods to the other, he/she must notify the superintendent in writing prior to June 1.

If a payday falls on a day when school is not scheduled to be in session, the payday will take place on the final day school is scheduled; provided, however, that such payday will not take place more than 3 days in advance.

24.350

Longevity Salary

The effective date of 24.350 Longevity Salary shall be the first classroom teacher day of the 2004-5 school year.

The following salary amount is in addition to the salary schedule for the respective certificated school employee in determining salary for services to be rendered.

Upon written request to the Superintendent before the respective April 1 (See c below) by a certificated school employee who:

- a. has reached age 50 by the end of the succeeding school year;
- b. has or will have in the succeeding school year 15 years experience in the School City of Hobart;
- c. the next school year will be his last year of employment by the School Corporation; and
- d. timely provides the Superintendent with the required notice.

the School Corporation shall for instructional service to be rendered contribute two thousand dollars (\$2,000) as longevity salary to the individual's school year salary schedule placement for instructional services for subsequent school year payable starting with the first pay of the school year.

This section shall be effective on and after November 1, 2004.

The Superintendent may waive the notice requirement as a result of the certificated school employee's serious ill health, serious accident; unforeseen emergency; or initial school year implementation of the section, but notice no later than January 1, 2005.

Cost of the school year's longevity salaries shall be accounted for in the costing of that school year's PL 217 contract.

#### 24.360 Extra Pay Schedule

If teachers want to share an extra duty position and it is approved by the school administration, the administration and the HTA will meet to approve or disapprove the sharing of each position and the distribution of the stipend.

The parties recognize that, from time to time, the level of participation in a given activity may not warrant the filling of an ECA position. When participation does not warrant filling the position, the affected position shall be unfilled for that activity cycle but shall be available, if participation warrants, to be filled in future cycles.

2005-2006 School Year	Step	Step	Step	Step
	<u>0-1</u>	<u>2-3</u>	<u>4-5</u>	<u>6+</u>

ATHLETICS School

#### COACHING POSITIONS:

BASEBALL VARSITY	HS	2,813	3,287	3,757	4,226
ASSISTANT VARSITY/BASEBALL	HS	1,488	1,836	2,190	2,582
JUNIOR VARSITY/BASEBALL	HS	1,488	1,836	2,190	2,582
9TH GRADE BASEBALL	HS	1,331	1,682	2,037	2,426

GIRLS SOFTBALL VARSITY	HS	2,662	3,129	3,599	4,067
ASSISTANT SOFTBALL/GIRLS	HS	1,411	1,761	2,112	2,505
JUNIOR VARSITY/SOFTBALL GIRLS	HS	1,411	1,761	2,112	2,505
BOYS BASKETBALL VARSITY	HS	5,163	5,634	6,104	6,572
ASSISTANT VARSITY/BOYS BB	HS	2,662	3,014	3,365	3,757
JUNIOR VARSITY/BOYS BB	HS	2,662	3,014	3,365	3,757
9TH GRADE/BOYS BB	HS	1,331	1,682	2,037	2,426
9TH GRADE/BOYS BB	HS	1,331	1,682	2,037	2,426
8TH GRADE/BOYS BB	MS	1,331	1,682	2,037	2,426
7TH GRADE/BOYS BB	MS	1,331	1,682	2,037	2,426
GIRLS BASKETBALL VARSITY	HS	5,163	5,634	6,104	6,572
ASSISTANT VARSITY/GIRLS BB	HS	2,662	3,014	3,365	3,757
JUNIOR VARSITY/GIRLS BB	HS	2,662	3,014	3,365	3,757
9TH GRADE/GIRLS BB	HS	1,331	1,682	2,037	2,426
9TH GRADE/GIRLS BB	HS	1,331	1,682	2,037	2,426
8TH GRADE/GIRLS BB	MS	1,331	1,682	2,037	2,426
7TH GRADE/GIRLS BB	MS	1,331	1,682	2,037	2,426
CROSS COUNTRY VARSITY	HS	2,190	2,662	3,129	3,599
MIDDLE SCHOOL/BOYS CC	MS	1,331	1,682	2,037	2,426
MIDDLE SCHOOL/BOYS CC	MS	1,331	1,682	2,037	2,426
MIDDLE SCHOOL/BOYS CC	MS	1,331	1,682	2,037	2,426
MIDDLE SCHOOL/BOYS CC	MS	1,331	1,682	2,037	2,426
GIRLS CROSS COUNTRY VARSITY	HS	2,190	2,662	3,129	3,599
MIDDLE SCHOOL/GIRLS CC	MS	1,331	1,682	2,037	2,426
MIDDLE SCHOOL/GIRLS CC	MS	1,331	1,682	2,037	2,426
MIDDLE SCHOOL/GIRLS CC	MS	1,331	1,682	2,037	2,426
MIDDLE SCHOOL/GIRLS CC	MS	1,331	1,682	2,037	2,426
FOOTBALL VARSITY	HS	5,163	5,634	6,104	6,572
ASSISTANT VARSITY/FB	HS	2,662	3,014	3,365	3,757
ASSISTANT VARSITY/FB	HS	2,662	3,014	3,365	3,757
ASSISTANT VARSITY/FB	HS	2,662	3,014	3,365	3,757
HEAD 9TH GRADE JV/FB	HS	2,662	3,014	3,365	3,757
JUNIOR VARSITY/FB	HS	2,662	3,014	3,365	3,757
JUNIOR VARSITY/FB	HS	2,662	3,014	3,365	3,757
9TH GRADE/FB	HS	1,331	1,682	2,037	2,426
9TH GRADE/FB	HS	1,331	1,682	2,037	2,426
8TH GRADE/FB	HS	1,331	1,682	2,037	2,426
8TH GRADE/FB	HS	1,331	1,682	2,037	2,426
BOYS GOLF VARSITY	HS	1,488	1,836	2,190	2,582

JUNIOR VARSITY/BOYS GOLF	HS	783	1,135	1,488	1,877	
GIRLS GOLF VARSITY	HS	1,174	1,525	1,877	2,270	
GIRLS JV GOLF	HS	609	928	1,251	1,825	
GIRLS GYMNASTIC VARSITY	HS	2,813	3,287	3,757	4,226	
ASSISTANT VARSITY/GIRLS GYM	HS	1,488	1,836	2,190	2,582	
8TH GRADE/GIRLS GYM	MS	1,331	1,682	2,037	2,426	
7TH GRADE/GIRLS GYM	MS	1,331	1,682	2,037	2,426	
6TH GRADE/GIRLS GYM	MS	1,331	1,682	2,037	2,426	
BOYS SOCCER VARSITY	HS	2,270	2,685	3,101	3,478	
BOYS SOCCER JUNIOR VARSITY	HS	1,135	1,476	1,817	2,191	
GIRLS SOCCER VARSITY	HS	2,270	2,685	3,101	3,478	
GIRLS SOCCER JUNIOR VARSITY	HS	1,135	1,476	1,817	2,191	
BOYS SWIMMING VARSITY	HS	2,975	3,443	3,912	4,381	
ASSISTANT VARSITY/BOYS SWIM	HS	1,567	1,918	2,270	2,662	
DIVING ASSISTANT/BOYS	HS	783	1,135	1,488	1,877	
GIRLS SWIMMING VARSITY	HS	2,975	3,443	3,912	4,381	
ASSISTANT VARSITY/GIRLS SWIM	HS	1,567	1,918	2,270	2,662	
DIVING ASSISTANT/GIRLS	HS	783	1,135	1,488	1,877	
BOYS TENNIS VARSITY	HS	2,190	2,620	3,053	3,443	
JUNIOR VARSITY/BOYS TENNIS	HS	1,095	1,447	1,799	2,190	
GIRLS TENNIS VARSITY	HS	2,348	2,778	3,209	3,599	
JUNIOR VARSITY/GIRLS TENNIS	HS	1,174	1,525	1,877	2,270	
BOYS TRACK VARSITY	HS	2,975	3,443	3,912	4,381	
ASSISTANT TRACK/BOYS	HS	1,567	1,918	2,270	2,662	
ASSISTANT TRACK/BOYS	HS	1,567	1,918	2,270	2,662	
MIDDLE SCHOOL/BOYS TK	MS	1,331	1,682	2,037	2,426	
MIDDLE SCHOOL/BOYS TK	MS	1,331	1,682	2,037	2,426	
MIDDLE SCHOOL/BOYS TK	MS	1,331	1,682	2,037	2,426	
MIDDLE SCHOOL/BOYS TK	MS	1,331	1,682	2,037	2,426	
GIRLS TRACK VARSITY	HS	2,975	3,443	3,912	4,381	
ASSISTANT TRACK/GIRLS	HS	1,567	1,918	2,270	2,662	
ASSISTANT TRACK/GIRLS	HS	1,567	1,918	2,270	2,662	
MIDDLE SCHOOL/GIRLS TK	MS	1,331	1,682	2,037	2,426	
MIDDLE SCHOOL/GIRLS TK	MS	1,331	1,682	2,037	2,426	
MIDDLE SCHOOL/GIRLS TK	MS	1,331	1,682	2,037	2,426	
MIDDLE SCHOOL/GIRLS TK	MS	1,331	1,682	2,037	2,426	



GIRLS VOLLEYBALL VARSITY	HS	2,348	2,778	3,209	3,599
JUNIOR VARSITY/GIRLS VB	HS	1,455	1,808	2,162	2,551
9TH GRADE/GIRLS VB	HS	1,331	1,682	2,037	2,426
9TH GRADE/GIRLS VB	HS	1,331	1,682	2,037	2,426
8TH GRADE/GIRLS VB	MS	1,331	1,682	2,037	2,426
7TH GRADE/GIRLS VB	MS	1,331	1,682	2,037	2,426
BOYS WRESTLING VARSITY	HS	2,813	3,287	3,757	4,226
JUNIOR VARSITY/BOYS WR	HS	1,357	1,836	2,190	2,582
9TH GRADE/BOYS WR	HS	1,331	1,682	2,037	2,426
8TH GRADE/BOYS WR	MS	1,331	1,682	2,037	2,426
8TH GRADE/BOYS WR	MS	1,331	1,682	2,037	2,426
7TH GRADE/BOYS WR	MS	1,331	1,682	2,037	2,426
6TH GRADE/BOYS WR	MS	1,331	1,682	2,037	2,426
ATHLETIC TRAINER	HS	6,414	6,868	7,326	7,780
ASSISTANT TRAINER	HS	3,399	3,639	3,882	4,123
CONDITIONING DIRECTOR		3,698	4,552	5,405	6,259
ASSISTANT (SEPT-NOV)		427	567	711	853
ASSISTANT (DEC-FEB)		427	567	711	853
ASSISTANT (MAR-MAY)		427	567	711	853
ASSISTANT (JUNE-AUG)		427	567	711	853

CARDIO LAB HS/MS 2,558

In the case of new coaches hired without experience in Hobart, placement on the lane division may be consistent with outside experience in a comparable position in the sport.

Years of experience within a sport as a coach will count towards experience for any position within a sport, except head coach; however, previous experience as head coach of that sport shall be creditable toward any subsequent service as head coach sport.

		Step <u>0-1</u>	Step <u>2-3</u>	Step <u>4+</u>
DRAMATICS:	<u>School</u>			
PUBLIC PERFORMANCES:				
DRAMATICS DIRECTOR-MAJOR	HS	783	1,018	1,253
DRAMATICS DIRECTOR-MINOR	HS	391	624	860
AUDITORIUM DIRECTOR:				
AUDITORIUM DIRECTOR	HS	3,017		

SPONSORS:

CHEERLEADER-FALL SPORTS	HS	783	1,018	1,253
CHEERLEADER-WINTER SPORTS	HS	937	1,174	1,411
CHEERLEADER-9TH GRADE	HS	937	1,174	1,411
PEP CLUB SPONSOR	MS	810	1,050	1,293
PEP CLUB SPONSOR	HS	761	986	1,214
SENIOR CLASS/SPON	HS	648	890	1,133
JUNIOR CLASS/SPON	HS	810	1,050	1,293
SOPHOMORE CLASS/SPON	HS	648	890	1,133
FRESHMAN CLASS/SPON	HS	565	810	1,050
8TH GRADE/SPON	MS	324	485	648
7TH GRADE/SPON	MS	324	485	648
6TH GRADE/SPON	MS	324	485	648
STUDENT COUNCIL	HS	1,133	1,455	1,779
STUDENT COUNCIL	MS	1,133	1,455	1,779
STUDENT COUNCIL (SHARED)	EL	1,020	/enrollment greater than 600	
STUDENT COUNCIL	EL	758		
HONOR SOCIETY	HS	970	1,210	1,455
ACADEMIC SOCIETY	MS	970	1,210	1,455
GERMAN EXCHANGE COORD	HS	756		
GERMAN CLUB	HS	306		
FRENCH CLUB	HS	306		
SPANISH CLUB	HS	306		
PSYCHOLOGY CLUB	HS	306		
KEY CLUB	HS	306		
DECA CLUB	HS	510		
GENESIUS CLUB	HS	608		
HOME ECONOMICS CLUB	HS	305		
MIDDLE SCHOOL CLUBS:	MS	18.66	/HR. \$3,000 MAX/BUILDING	
ELEM SCHOOL CLUBS:	EL	18.66	/HR. \$12,500 ELEMENTARY	
ACADEMIC COMPETITION COORD	HS	1,387		
QUIZ BOWL COACH	HS	1,138		
ACADEMIC COMPETITION COORD	MS	1,264		
CAREER LIAISON COORD	HS	4,796		
SUBJECT AREA COACHES:				
ENGLISH	HS	1,138		
ENGLISH	MS	567		
MATH	HS	1,138		
MATH	MS	567		
SCIENCE	HS	1,138		
SCIENCE	MS	567		

SOCIAL STUDIES	HS	1,138			
SOCIAL STUDIES	MS	567			
MUSIC AND ART	HS	1,138			
MUSIC AND ART	MS	567			
ACADEMIC DECATHLON COACH	HS	1,390			
ACADEMIC DECATHLON COACH	MS	693			
ACADEMIC SPELL BOWL	HS	886			
ACADEMIC SPELL BOWL	MS	441			
		<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
		<u>0-1</u>	<u>2-3</u>	<u>4-5</u>	<u>6+</u>
GUIDANCE:	<u>School</u>				
DIRECTOR/GUIDANCE	HS	1,616	2,102	2,668	3,233
DIRECTOR/GUIDANCE	MS	970	1,455	2,019	2,587
		<u>Step</u>	<u>Step</u>	<u>Step</u>	
		<u>0-1</u>	<u>2-3</u>	<u>4+</u>	
SCHOOL PUBLICATIONS:	<u>School</u>				
SPONSOR, NEWSPAPER	HS	1,133	1,455	1,779	
SPONSOR, YEARBOOK	HS	1,133	1,455	1,779	
BUS. MGR., YEARBOOK	HS	404	565	810	
SPONSOR, NEWSPAPER	MS	1,133	1,455	1,779	
SPONSOR, YEARBOOK	MS	1,133	1,455	1,779	

In determining creditable experience, service in any position within the following areas shall be credited to another position within that individual area:

1. Guidance
2. School Publications
3. Class Sponsor

For example, service in middle school guidance as a Director shall be creditable to the high school guidance position; however, service in guidance will not be creditable to a school publication position.

		<u>Step</u>	<u>Step</u>	<u>Step</u>	
		<u>0-1</u>	<u>2-3</u>	<u>4+</u>	
	<u>School</u>				
INTRAMURALS	MS/EL	12.34	15.41	18.51	/HR.
SUMMER RECREATION	ALL	10.79	14.44	17.35	/HR.
DRIVERS EDUCATION		21.69	/HR.		

#### 24.370 Co-curricular Schedule - 2005-2006 School Year

The following positions are considered co-curricular positions which have regular courses assigned in combination with an extra duty position and are to be considered consolidated as a regular

curricular position and are to be considered consolidated as a regular curricular and extra-curricular position. The teacher cannot resign from this extra duty position and retain the regular curricular position:

		<u>Step</u> <u>0-1</u>	<u>Step</u> <u>2-3</u>	<u>Step</u> <u>4-5</u>	<u>Step</u> <u>6+</u>
MUSIC:	<u>School</u>				
BAND	HS	5,044	5,336	5,899	6,496
BAND	MS	3,554	3,879	4,366	4,851
BAND ASST	MS/HS	1,779	2,182	2,508	2,909
VOCAL	HS	1,779	2,182	2,508	2,909
VOCAL	MS	970	1,210	1,536	1,779
AUXILIARY CORPS	HS	1,133	1,293	1,616	1,942

		<u>Step</u> <u>0-1</u>
MUSICALS:	<u>School</u>	
VOCALS	HS	306
PIT	HS	306

In determination of creditable experience, service in any position within this area shall be credited to another position within that individual area.

[Note: The persons holding these positions will not be required to have more public performances than the average number for the past five years.)

**25.000 SEVERANCE PAY, SICK LEAVE COMPENSATION  
AND SOCIAL SECURITY BRIDGE SUPPLEMENT  
(Inactive language. For reference use only)**

25.100

Severance Pay

25.110

~~Teachers must have 15 years of service in the School City of Hobart on the last day of the regular school term as per the school calendar.~~

25.120

~~The teacher must inform the superintendent and the Board in writing not later than the date of the signing of the last contract of notice of retirement.~~

25.130

~~In the event a teacher is unable to give timely notice of retirement as required and is forced to retire as a result of ill health, accident, or other unforeseen events, then and in such an event, the required notice of retirement shall be waived.~~

25.140

~~Regular Severance:~~

~~—15 years of service: \$2250~~

~~Pay per year of service: \$225 over the 15 year amount for each year in excess of 15 years to a maximum severance with \$300 for the 35th year of service.~~

25.200

~~Sick Leave Compensation:~~

~~When a teacher qualifies in accordance with the foregoing provisions of 25.000 and is 50 years of age or older, he or she will additionally receive the following benefits:~~

~~—\$22/day of accumulative sick leave to a maximum of 250 days~~

~~A teacher who is under age 50 and has 18 years of teaching experience in the School City of Hobart may opt to sever, use the accumulated sick leave days, and receive the following benefit:~~

~~—\$15/day of accumulative sick leave to a maximum of 250 days~~

~~This benefit is available to employees who are RIF'ed, retire or resign in good standing.~~

25.300

Social Security Bridge Payment

25.310

Schedule of Benefits

~~The following benefits shall be paid to teachers who qualify for benefits under Article 25.100, who have reached a minimum age of 50 and elect to participate in the Social Security Bridge Payment Plan:~~

25.315

Benefit Schedule

~~A teacher eligible for the Social Security Bridge Payment will receive annual compensation equal to 5% of the last salary for up to eight (8) years prior to reaching the qualifying age for full Social Security benefits. A teacher retiring prior to eight (8) years before the date for normal Social Security eligibility will receive an annual payment after reaching the minimum age qualification and experience level qualifier up to a maximum of eight (8) such annual payments. The salary schedule in effect at the time of retirement will be used to calculate payments to the retiree.~~

25.320

#### Benefit Limitation

~~The teacher shall not receive an annual benefit under this Plan that exceeds the annual full (normal) Social Security benefits.~~

;

25.330

~~Social Security Bridge Supplement Payments shall be made by check, sent to the teacher's last known address. It shall be the responsibility of the retiree to notify the school administration in writing of address changes.~~

25.340

~~A contractual agreement will be made between the retiree and the corporation. This agreement will include the benefits, the schedule of payments and the continuation of insurance coverage as set forth in this Article if such election is made.~~

25.350

~~An employee who retires pursuant to this provision may elect to continue participation in the group medical and hospitalization plan by the retiree prepaying the entire cost of such premium. Under the current insurance carrier, the surviving spouse of a teacher may continue to participate as a single member in the group medical/hospitalization insurance by providing the entire cost of such premium. If the present carrier or proposed carrier refuses to insure the surviving spouse, the Insurance Committee will search for an alternative.~~

25.360

~~An employee who retires pursuant to this provision may elect to continue participation in the group life plan for the period of time that he or she receives the benefit by prepaying the entire premium either quarterly or annually.~~

25.370

~~Application for the continuation of group medical and hospitalization insurance and life insurance coverage must be made at the time of application for early retirement. Payment for insurance~~

~~benefits may be deducted from benefit payments or made on a quarterly basis and submitted to the business office of the school corporation.~~

25.400

Method of Payment

25.410

Severance Payment:

~~The benefits set forth in 25.140 shall be paid on the payday following the last day of the teacher's employment or at the teacher's option on a two year or four year payment plan with such payments made semi-annually on the first payday after January 1 and June 30 of each calendar year.~~

25.420

Sick Leave Compensation:

~~The benefits set forth in 25.200 shall be paid on the payday following the last day of the teacher's employment or at the teacher's option on a two year or four year payment plan with such payments made semi-annually on the first payday after January 1 and June 30 of each calendar year.~~

25.430

Social Security Bridge Benefit:

~~Social Security Bridge annual benefit shall be made semi-annually on the first payday after January 1 and June 30 of each calendar year.~~

~~The teacher may choose to group the Severance Payment and/or the Sick Leave Compensation with the Early Retirement Incentive benefit. The amount that can be used in calculating the Indiana State Teacher's Retirement benefit will be paid on the payday following the last day of the teacher's employment.~~

25.440

~~In the case of a teacher who qualifies for the Sick Leave Compensation and/or the Severance Payment, and who subsequently dies prior to such retirement or payment, this payment, based upon entitlement at the time of death, shall be made to either a designated beneficiary or his/her estate within sixty (60) working days after the death of such teacher upon submission of a properly issued death certificate. The school employer will inform the designated beneficiary, the executor, or the administrator of his/her estate of the contractual provision.~~

~~The beneficiary of a teacher who has filed for social security bridge incentive by tendering the proper notice shall be entitled to the same benefit of the social security bridge incentive as set forth in the foregoing paragraph with the beneficiary to receive payments in accordance with the regular payout schedule.~~

## **26.000 EMERGENCY SCHOOL CLOSING**

### 26.100

If, during the term of teacher's contract, the school or schools are closed by order of the school corporation, or by order of the health authorities or if, through no fault of the teacher, school cannot be held, such teacher shall receive regular payments during time the school or schools is closed. The parties to this collective bargaining agreement recognize the requirements and provisions of law regarding the make-up of instructional days as set forth in I.C. 20- 10.1-2-1. The specific placement of any necessary make-up days, either within or in addition to the school calendar shall be by mutual agreement of the parties.

### 26.200

No credit will be deducted nor pay lost for a pre-arranged sick leave request on a day school is closed pursuant to 26.100 of this Article.

### 26.300

In the case of a prior personal business leave request, no credit will be deducted nor pay lost on a day of closing pursuant to 26.100 of this Article. However, if the day of closing precedes a school holiday or recess, the personal day may not be taken on the next school day immediately following the holiday or recess, for the purpose of extending said holiday or recess.

### 26.400

When an emergency requires the closing of schools in accordance with IC 20-6.1-5-9, notification of the closing of schools will be broadcast over local radio stations as soon as practicable.

## **27.000 TEACHER-ADMINISTRATION RESPONSIBILITY**

### 27.100

The individual teacher is responsible for ensuring that licenses are current and renewed when due and for ensuring that official transcripts, degrees, advanced degrees, outside teaching, military service, and cumulative sick leave are properly certified and promptly submitted to the Office of the Superintendent.



27.200

The school administration will promptly notify a teacher when transcripts, licenses, outside experience credits and outside accumulative sick leave is received.

**28.000 RETIREMENT LIQUIDATION AND CONTINUING  
SEC. 401(a) CONTRIBUTION**

The effective date of 28.000 shall be on and after November 1, 2004 specific language termination dates are provided for the specific classes of employees by the terms of the 28.220.

28.100 Definitions: Contract Amendments to Facilitate Liquidation of Retirement Assets

The following terms shall have the following meaning, unless specifically designated differently by the respective sections or their sub-portion.

1. “Certificated School Employees” shall mean school employees under individual certificated school employee contracts provided by I.C. 20-6.1-4-5 and I.C. 20-6.1-4-6 licensed as certificated school employees, but in no case shall the defined term include any employee outside the PL217 bargaining unit of school employees I.C. 20-7.5-1-2(e).
2. “IRS Code” shall mean the statutory code for the federal Internal Revenue Department (26 USCA), and regulations thereof;
3. “Section 401(a)” shall mean that section in the IRS Code;
4. “PL 217” shall mean I.C. 20-7.5-1-1 et. seq., specifically with “bargaining unit” composed as provided by Contract 1.000 in accord with I.C. 20-7.5-1-2(e).
5. “Section 501(c)(9)” shall mean that section in the IRS Code and shall be referred to as “VEBA”;
6. “VEBA” shall mean a Voluntary Employees’ Beneficiary Association;
7. Existing “Certificated School Retiree/s” shall mean certificated school employees, who retired from the School Corporation at the end of the 2003-4 school year or before;
8. “Existing Certificated School Employee/s” shall mean employees employed in the 2000-2001 school on June 30, 2001 who are still employees in the 2004-2005 school year;

9. “New Hires” to the School Corporation shall mean certificated school employees employed under contract (I.C. 20-6.1-4-5, 6, and 8) for the first time starting with the 2001-2002 school year and in subsequent school years; “Re-Hires” shall mean certificated school employees subsequently re-employed under contract (I.C. 20-6.1-4-5, 6, and 8) after resignation, contract abandonment, termination, or retirement from consecutive years of service and shall be treated as new hires;
  10. “Vesting” in Amendment SECTION 5 “Retirement Liquidation” shall mean as provided in the 28.700;
  11. “Plan” shall mean that asset allocation provided in 28.600 except as provided in 28.900;
  12. “Default” shall mean a forfeiture provided in 28.700;
  13. “Retirement Liquidation Assets” shall mean rights to defined benefits provided by the current Contract 25.000 as they were valued by actuarial determination as of the statutory census date of June 30, 2001 pursuant to I.C. 20-5-4-1.7 and distributed at present value; (Actuarial Report dated June 29, 2004); Present Value Allocation dated July 1, 2004, the contents of which are not incorporated by reference as Attachment 1;
  14. “School Corporation” shall mean the School City of Hobart;
  15. “Association” shall mean the Hobart Teachers Association;
  16. “Joint Parties” or “Parties” shall mean the School Corporation and the Association in the conjunctive;
  17. “Contract” shall mean the provision pursuant to PL 217 (I.C. 20-7.5-1-12).
  18. “Separation from the school corporation employment” shall mean and include resignation, abandonment of employment, dismissed, non-renewal, and being eliminated from the recall list.
- 28.200 Termination of 25.100 Severance Pay, 25.200 Sick Leave Compensation and 25.300 Social Security Bridge and 25.400 Method of Payment

#### 28.210 Reservation of Rights.

Pursuant to the parties’ joint and independent authority pursuant to Public Law 217 (I.C. 20-7.5), the parties specifically reserve the authority to revise or terminate any of the provisions of the Contract after mutual agreement, ratification by the Association, and passage by a majority of the Board of School Trustees full membership in public session.

#### 28.220 Termination of Language

(a) The School Corporation and the Association expressly terminate the retirement provisions in their entirety of the Contract Articles 25.100, 25.200, 25.300 and 25.400 for the affected individuals at the following effective dates:

(i) Existing Certificated School Retirees.

The language termination effective date for the existing certificated school retirees shall be the day prior to November 1, 2004. Any certificated school employee who retired before this date is only entitled to exclusive benefits specified by the Contract in effect at the time of the individual's retirement.

(ii) Existing Certificated School Employees

The language termination date for existing certificated school employees shall be on and after November 1, 2004 provided, however, the accumulation of sick leave for other than retirement purposes shall remain in full force and effect.

(iii) New Hires.

New hires or rehires shall not have an entitlement as of date of hire to retirement benefits provided in terminated 25.000.

(iiii) Others.

Certificated school employees initially employed by the School Corporation from June 30, 1996 to and including June 29, 2001 shall have the same language termination date as existing certificated school employees (ii above).

25.000 shall be empty of any provisions, except as provided hereinafter.

#### 28.230 Actuarial Joint Party Determination of Liquidated Retirement Benefits

In making the present value determination, Financial Services Corporation shall use the following assumptions:

1. Interest Rate. The assumed interest rate for purposes of determining the present value shall be 4.0% in the first six years, and 7.5% thereafter. However, for post-retirement calculations a 4.0% interest rate shall be used.
2. Retirement Age. It is assumed that a teacher terminates employment at the end of the school year in which the teacher attains the age of fifty-eight (58) provided the teacher

meets the requirements of Section 28.710 (a), (b) & (c) above and is eligible for Teacher Retirement Fund benefits.

3. Calculation Date. The present value of the retirement severance pursuant to Section 25.000, in effect prior to November 1, 2004, shall be calculated, effective as of June 30, 2001.
4. Verification of Information. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his/her basic data which will be used in the calculations, including the following information:
  - a. Base Salary – as of 2003-2004 school year
  - b. Date of Birth
  - c. Years of Teaching Experience – as of June 30, 2001
  - d. Years of Teaching Experience with the School City of Hobart – as of June 30, 2001

Financial Services Corporation shall assist in the preparation of this verification sheet for each teacher; however, the Association will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board. Final calculations will be prepared and the contributions to the VEBA accounts will be made after this date.

Using the above assumptions and other assumptions on the Buy Out Spread Sheet, Financial Services Corporation shall prepare the present value calculations for each teacher. The Buy Out Spread Sheet shall then be acknowledged by the Association and the Board, and maintained as a separate document.

#### 28.300 Retirement Savings Section 401(a)

The School Corporation agrees to establish an additional IRS Code Section 401(a) plan for receipt of retirement liquidated assets. Attachment 1. The School Corporation shall contribute to individual accounts in the name of the respective existing certificated school employee in the manner provided in 28.600.

#### 28.400 Retirement Savings VEBA

The School Corporation shall contribute to a VEBA by a deposit into individual accounts in the name of the existing certificated school employees in the manner provided in 28.600.

#### 28.500. Terms and Conditions for Administration of the section 401(a) and VEBA.

The ISTA Financial Services Corporation (ISTAFSC) shall be the single source provider for the Section 401(a) and VEBA that are set forth herein. The single source provider's administration of the Section 401(a) and for the VEBA generated by the liquidation of retirement assets shall be governed by the following terms and conditions.

1. For the Section 401(a) and for the VEBA, the following shall govern each, separately:

a. Funds of each certificated school employee shall be maintained and accounted for separately, and there shall not be any co-mingling of accounts as per 28.600.

b. The School Corporation shall not be paid for any administrative costs it may incur to facilitate the accounts, neither shall any account costs be assessed to the School Corporation.

c. All costs for the administration of the programs and the individual accounts shall be paid from the respective account's assets, including investment charges.

d. The VEBA and/or Sec. 401(a) shall not at any time allow loans or withdrawals for the certificated school employee, the spouse or dependent(s).

2. Investment and vesting issues are governed by 28.700.

28.600 Existing Certified School Employee Tax Vehicle Mandatory Allocation Plan(s)

Existing certificated employees shall have a single mandatory Plan based upon specific plan characteristics of November 1, 2004, for the combined Contract terminated 25.100, 25.200, 25.300, and 25.400 liquidated amounts as provided by Attachment 1. After this single plan mandatory allocation, assets and their earnings may not be reallocated by the individual employee between VEBA or Sec. 401(a) at any time.

		VEBA Sec. 501(c)(9)	IRS Code Sec. 401(a)
Plan A	Experience 20+ years/Family Plan Insurance	80%	20%
Plan B	Experience 10-19 years/Family Plan Insurance	60%	40%
Plan C	Experience 0-9 years/Family Plan Insurance	80%	20%
Plan D	Experience 20+ years/Single Plan Insurance	60%	40%
Plan E	Experience 10-19 years/Single Plan Insurance	40%	60%
Plan F	Experience 0-9 years/Single Plan Insurance	80%	20%
Plan G	Experience 20+ years/No Insurance	40%	60%
Plan H	Experience 10-19 years/No Insurance	60%	40%
Plan I	Experience 0-9 years/No Insurance	80%	20%

For any individual certificated school employee's asset mandatory allocation, if any of the plans' percentages causes the IRS Code limits for that tax vehicle to be exceeded, that excess shall be automatically paid into the respective plan's VEBA tax vehicle without any employee option.

#### 28.700 Retirement Liquidations Default Vesting Requirements

##### 28.710

Upon separation from employment of the School City of Hobart, a certificated school employee shall be fully vested in the retirement liquidation assets if the retiring individual has satisfied all the following requirements:

In the school year of the individual's separation, the individual must satisfy each of the following:

- (a) be at least fifty (50) years of age at the time of retirement; and
- (b) fifteen (15) years of service with the School City of Hobart; and
- (c) provides required notice to the Superintendent on or before March 15 of school year they plan to retire.

er vesting, the certificated school employee shall be allowed to invest retirement liquidation assets in VEBA and Sec. 401(a) in accord with the vendor's plans' provisions. Upon vesting, the Section 401(a) account shall be fully portable subject to loans, hardship withdrawals, or withdrawals subject to IRS Code restrictions; however, the loans or withdrawals shall not be allowed for the VEBA.

ed school employee dies in service and before separation from employment, all liquidated retirement assets including earnings shall vest immediately in the named beneficiaries of the respective employees in accord with the vendor's plans' provisions.

A certificated school employee participating in the liquidated retirement program defaults the VEBA and Sec. 401(a) assets, including earnings, if the teacher separates from employment of the School City of Hobart prior to vesting as provided in subsections (a), (b) and (c) of Section 28.710, above. Being subject to reduction in force and being on the recall list is not default. Being removed from the recall list is default.

Amounts forfeited upon separation before vesting shall not be reinstated if the individual is re-employed by the School Corporation. Board approved leaves shall not be default events; however, they shall become defaults and cause forfeiture if the individual fails promptly to return to School Corporation employment after the leave expiration.

By October 1<sup>st</sup>, of each plan year, the vendor shall redistribute the defaulted amounts on an equal full time equivalent basis to the respective accounts of the remaining active participants

that are at the top of the then current salary schedule. VEBA defaults and the Section 401(a) defaults shall be redistributed only to active participants of the respective defaulted funds, and shall not include those who have defaulted.

If recall list shall not be counted for vesting, however, that time accumulated before separation by reduction in force shall be used to establish vesting when the certificated school employee is recalled and returns to active service.

### Carve Out Option

On or after the effective date of this Amendment Section 5 (28.000) and anytime until the total sum of \$120,000 is committed to be expended from Fd. 062 for this option “on a first participant, first commitment basis”, a certificated school employee who is fully vested under 28.700 of the Contract herein shall have the following voluntary opportunity.

- (a) All certificated school employees electing or not electing this option shall initially participate in the liquidation 28.000 herein.
- (b) When the individual separates from employment by retirement, two calculations will occur as follows:

#### Calculation #1

- (1) 2003-2004 Retirement Contract Language prior to 28.000 liquidation (2003-4 Contract 25.000 Severance Pay, Sick Leave Compensation and Social Security Bridge Supplement.
  - i. Years of Service:
    - a. \$2,500.00 for 15 years of service to School City of Hobart; plus
    - b. \$225.00per year for years over 15 years to a maximum of 35 years total tenure;
    - c. provided, however, the 35<sup>th</sup> year shall be paid at a rate of \$300.00.

PLUS

- ii. Sick Leave Compensation:
  - a. 50 years of age or older;
  - or
  - b. less than 50 years of age but having 18 years of experience in the School City of Hobart.

- i. \$22.00 per accumulated sick leave to maximum of 250 days;

PLUS

- iii. Social Security Bridge Supplement.

- a. 5% of the individual's last salary for up to eight (8) years or until qualification age for full Social Security benefits, whichever is least;
- b. The salary schedule in effect at the time of retirement shall be used to calculate all payments and payments shall be made according to the 2003-2004 contract schedule.

Then, sum the values if (i), (ii) and (iii)

Subtract \$2,000.00 for severance addition to salary in the last year of employment; for an option comparison with the following calculation (#2).

Calculation #2:

(2) Retirement Liquidation Assets Program 28.000

- i. Total value of original liquidated individual retirement VEBA and 401(a) accounts 28.600, Attachment 1;

PLUS

- ii. Any redistributed default payments 28.700;

PLUS

- iii. Any earnings on the above at a minimum of +4% per year, compounded;

THEN

28.850 (c) If the first calculation (#1) above is more than the second (#2) calculation, the deficit of the first calculation minus the second calculation shall be paid to the individual, according to the timelines of the 2003-4 contract 25.000, to the extent of a commitment of \$120,000.00 from Fd 062 as part of the program to reduce unfunded liabilities within the 28.000 timelines.

28.900 The Contract Is Amended by Adding 28.900 Entitled 28.900 IRS Code Section 401(a) and Section 403(b) Annuity and Custodial Mutual Funds Plan to Read as Follows:



The effective date of 28.900 shall be on and after the first classroom day of the 2004-5 school year.

28.910 Program:

The Board agrees to establish an IRS Code Section 403(b) annuity plan (“403(b) PLAN”) and Section 401(a) annuity plan (“401(a) PLAN”) for all certificated school employees. The 403(b) PLAN and the 401(a) PLAN (collectively “PLANS”) shall include provisions allowing salary reduction contributions, matching employee contributions, and unmatched employee contributions. The 403(b) PLAN may contain provisions for loans and hardship withdrawals, however, the 401(a) PLAN may not provide for loans or hardship withdrawals. Within the provisions of the IRS Code, the PLANS shall be portable and fully and immediately vested for all contributions and earnings. Employer contributions (hereinafter referred to as “Diversion Match”) shall be paid into the 401(a) PLAN monthly. Teacher voluntary matching contributions shall be paid into the 403(b) PLAN monthly.

28.920 Voluntary Matching Contributions

Effective from the beginning of the 2004-2005 school year, the Board, by salary settlement diversion (28.930 below) shall contribute to each participating teacher the following percents of the individual teacher’s contract salary schedule salary without the employer three percent (3%) ISTRF contribution prorated for full-time equivalency (“ct” = cumulative total). Teachers are encouraged to match the employer’s contribution, but are not required to in order to receive the employer’s 401(a) contribution.

	2004-2005	ct	2005-2006	ct	2006-2007	ct	2007-2008	ct	2008-2009	ct	2009-2010 ct
Diversion Match	401(a) ½%	½%	401(a) +½%	1.0%	401(a) +½%	1.5%	401(a) +½%	2.0%	401(a) +½%	2.5%	401(a) 2.5%
Teacher Cont.	403(b) ½%	½%	403(b) +½%	1.0%	403(b) +½%	1.5%	403(b) +½%	2.0%	403(b) +½%	2.5%	403(b) 2.5%
Cumulative Total		1.0%		2.0%		3.0%		4.0%		5.0%	5.0%

The salary settlement diversion match as provided above and the teacher’s voluntary matching contribution shall continue on a cumulative basis for as long as the PLANS are in effect.

Teachers employed after the 2004-2005 school year may begin making the teacher contribution and shall begin receiving the salary diversion match at the cumulative percentage (ct) of the first year of their employment as provided above.

Teachers who are already participating in a Section 403(b) with an approved vendor may count their contributions as their voluntary teacher match.

#### 28.930 Salary Settlement Diversion

As part of their regular PL 217 bargaining, the parties will bargain the change to the salary schedule. After reaching tentative agreement, ½% of the agreed salary shall be diverted to the 401(a) PLAN for 2004-5 with an additional ½% diverted in the 2005-6, 2006-7, 2007-8 and 2008-9 school years for a cumulative total diversion of 1.5% that will continue to be part of the 401(a) PLAN throughout its term. After the salary settlement diversion is deducted, the salary schedule for each year shall be changed by the net amount. As part of the parties' total compensation/benefits calculations, annual diversions to the 401(a) PLAN shall be included.

Teachers employed by the School Corporation on or after June 30, 1996 shall only be entitled to this 28.900 defined contribution program for retirement purposes and shall not be entitled to old 2003-4 contract (25.000) retirement provisions or to new 2004-5 (28.100 – 28.800) retirement liquidation.

#### 28.940 Steering Committee

A Joint Steering Committee shall be created by the parties through appointments of teachers by the Association President and administrative representatives by the Superintendent. The Committee shall be charged with the responsibility of establishing the PLANS, selecting of the PLANS' sole source vendor by mutual agreement, providing information to participants, charging the sole source vendor with the responsibility of the PLANS' status quo.

#### 28.950 Status Quo

IRS Code Section 401(a) and 403(b) Annuity and Custodial Mutual Funds PLAN (28.900) shall be effective without change to and including the 2014-2015 school year.

#### 28.960 Termination

Should the parties decide to end the plan provided by 28.900, the salary diversions provided through 28.920 and 28.930 in effect shall be added to the next year's salary schedule without negotiations. The parties understand that this salary diversion, but for the 401(a) PLAN, was and is a part of the PL 217 bargained salary.

### **29.000 EFFECT OF AGREEMENT**

29.100

This agreement supersedes and cancels all previous agreements, verbal and written or based on alleged past practices, between the school employer and the exclusive representative and constitutes the entire Agreement between the parties.

This Agreement may not be changed or amended except by a written instrument signed by both parties.

29.200

All bargainable issues have been discussed during negotiations leading to this Agreement and no additional bargaining on said issues will be conducted on any item, whether contained herein or not, during the life of this Agreement, except by mutual agreement or by order of any court or the IEERB.

29.300

The Board shall be responsible for the reproduction of the Agreement no more than thirty (30) days subsequent to formal Board ratification. All teachers now employed or hereafter employed by the Board shall be given a copy of this Agreement. The Association will receive 25 copies of the Agreement.

29.400

In the event that a section or provision is canceled due to a court ruling or a legislative act, either the Association or the Board may reopen negotiations to prevent the resultant cancellation of a right or benefit to either minimize the impact of such ruling or act, or to maintain such right or benefit by amendment.

### **30.000 RE-OPENERS**

The Hobart Teachers Association (HTA) and the School City of Hobart (SCH) agree to re-open bargaining, not later than April 30, 2006, to address the following issues:

1. The finance committee will meet and work using the most timely state and local revenue data as those figures become available with the objective of generating a new compensation package (salary and fringe benefits) to be effective for 2006-2007;
2. Whether the structure of the salary schedule should be changed to incorporate CRU's in addition to college credits for advancement from one lane to another;

3. Whether and how to revise the ECA schedule based on the recommendations of the committee that was designated to study this issue during 2005;
4. At the request of either HTA or SCH, to address class size requirements for physical education;
5. To address any other issue that the HTA and SCH agree to address during the re-opener.
6. The finance committee will meet annually with the school administration to review the contractual dispersal of the default money.
7. The FMLA/leave committee will research the use of disability leave and potential contract revision.

### 31.000 TERM OF AGREEMENT

31.100

This Agreement shall be effective September 1, 2004, and shall remain in effect through August 31, 2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated subject to the provisions of Public Law 217, I.C. 20-7.5-1 et seq.

This Agreement is so attested to by the parties' presidents, secretaries, and members signatures which appear below and is made and entered into at Hobart, Indiana, on the 17th day of December, 2004.

HOBART TEACHERS ASSOCIATION

BOARD OF SCHOOL TRUSTEES OF  
THE SCHOOL CITY OF HOBART

BY:  
Nancy Mast  
Co-President

BY:  
Jason Back  
President

Beth York  
Co-President

Robert W. Marszalek  
Vice President

Sheri Evans  
Secretary

Stephen R. Turner  
Secretary

Robert Graham  
Treasurer

William David Bigler  
Member

Karen Kuyachich  
Member-Chief Negotiator

Terry D. Butler  
Member

Nancy J. Norris

Michael J. Rogers  
Member

**APPENDIX A-1  
GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

SCHOOL CITY OF HOBART  
GRIEVANCE REPORT

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I (INFORMAL)

A. Date Cause of Grievance Occurred

B. (1) Statement of Grievance

(2) Relief Sought

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

If additional space is needed in reporting Section B-(1 & 2) of Step I, attach on additional sheet.

Grievance # \_\_\_\_\_

SCHOOL CITY OF HOBART  
GRIEVANCE REPORT

Building Filed	Assignment	Name of Grievant	Date
-------------------	------------	------------------	------

STEP I (FORMAL)

A. Date Cause of Grievance Occurred

B. (1) Statement of Grievance

(2) Relief Sought

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

**APPENDIX A-1 (continued)**

Grievance # \_\_\_\_\_

**SCHOOL CITY OF HOBART  
GRIEVANCE REPORT**

**SUBMIT TO SUPERINTENDENT IN TRIPLICATE**

Building                      Assignment                      Name of Grievant                      Date Filed

**STEP II**

A.      Position of Grievant

Signature                      Date

B.      Date Received by Superintendent or Designee

C.      Disposition by Superintendent or Designee

Signature                      Date

Grievance # \_\_\_\_\_

**SCHOOL CITY OF HOBART  
GRIEVANCE REPORT**

**SUBMIT TO ARBITRATOR IN TRIPLICATE**

Building                      Assignment                      Name of Grievant                      Date Filed

**STEP III**

A.      Position of Grievant

Signature                      Date

B.      Date Submitted to Arbitration

C.      Disposition & Award of Arbitrator

Signature of Arbitrator/Date of Decision

**APPENDIX A-2  
GRIEVANCE REPORT FORM (BOARD)**

Grievance # \_\_\_\_\_

SCHOOL CITY OF HOBART  
GRIEVANCE REPORT

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I (INFORMAL)

A. Date Cause of Grievance Occurred

B. (1) Statement of Grievance

(2) Relief Sought

Signature

Date

If additional space is needed in reporting Section B-(1 & 2) of Step I, attach on additional sheet.

Grievance # \_\_\_\_\_

SCHOOL CITY OF HOBART  
GRIEVANCE REPORT

SUBMIT TO SUPERINTENDENT IN TRIPLICATE

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

BOARD STEP

A. Position of Grievance

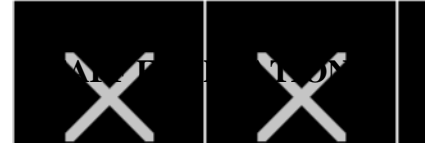
Signature

Date

B. Date Received by Board of Trustees or Designee

C. Disposition by Board of Trustees





## EVALUATION FORM FOR PROFESSIONAL STAFF

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_ DATE \_\_\_\_\_

### **I. GIVES EVIDENCE OF PREPARATION AND PLANNING THAT IS IN ACCORD WITH THE OBJECTIVES OF THE PROGRAM.**

1. Establishment and adherence with curricular guides, lesson plans, and class goals that are consistent with school corporation and building policy.
2. Classroom organization as evidenced by optimum use of time, i.e. good start of class, clear instructions; follow-up activities and wrap-up, and continuity of educational activity.
3. Classroom planning as evidenced by student order and involvement.
4. Student evaluation methods that are consistent with prior planning and instruction.

COMMENTS:

### **II. PROVIDES FOR DIFFERENCES OF INDIVIDUALS AND GROUPS.**

1. Teacher has knowledge of individual needs of the class.
2. Use of a variety of instructional techniques and materials geared to meet the different educational needs.
3. Is the class organized to provide for multi-level instruction?
4. Evaluation methods are established to measure multi-level progress and achievement. Results.

COMMENTS:

### **III. TEACHES SO AS TO GUIDE LEARNING, MOTIVATE, AND ENLIST STUDENT PARTICIPATION.**

1. Use a variety of teaching techniques - balanced with student participation.
2. Use of a variety of questioning techniques to stimulate group interaction.
3. Use of a variety of reward techniques to stimulate group motivation.
4. Use of a variety of instructional materials to enhance a favorable learning environment.

COMMENTS:

**IV. EXHIBITS KNOWLEDGE OF THE SUBJECT AREA.**

- 1. Accurate presentation of material.**
- 2. Fluid presentation of subject matter.**
- 3. Fields and responds to the student questions without excessive deviation from the subject matter.**
- 4. Goes beyond the text in presenting related material.**

**COMMENTS:**

**V. MAINTAINS ORDER IN AN ATMOSPHERE OF MUTUAL RESPECT BOTH IN THE CLASSROOM AND ABOUT THE SCHOOL.**

- 1. Displays ability to maintain an orderly classroom.**
- 2. Apparent evidence of positive teacher/pupil interaction.**
- 3. Accepts and displays responsibility in supervising students in school areas other than the classroom.**

**COMMENTS:**

**VI. IS WELL POISED, SURE OF HIMSELF, AND IS NOT EASILY UPSET.**

- 1. Ability to accept and adapt to change.**
- 2. Ability to accept constructive criticism.**
- 3. Ability to minimize classroom disturbances and interruption.**
- 4. Ability to handle unusual responses.**

**COMMENTS:**

**VII. ADDITIONAL COMMENTS:**

**VIII. RECOMMENDATIONS:**

Your conference has been scheduled for \_\_\_\_\_ at \_\_\_\_\_. You have the right to have an Association representative present at this conference.

Principal or Evaluator

This evaluation has been seen by me and discussed with me.

\_\_\_\_\_  
Date

Teacher

**APPENDIX C**

**Transfer Form**

To: Superintendent of Schools

From:

Subject: Request for Transfer of Reassignment

PRESENT SCHOOL AND ASSIGNMENT

\_\_\_\_\_  
School

Subject and/or Grade Level

REASONS FOR REQUESTING TRANSFER:

\_\_\_\_\_  
Signed

Date

ACTION TAKEN ON ABOVE REQUEST:

Superintendent of Schools

## APPENDIX D

### Personal Leave\* Form

(To be done in triplicate)

To: Superintendent

Name of Person Making Request:

Date(s) of Personal Leave \_\_\_\_\_

All Day

A.M.

P.M.

REASON FOR REQUEST:

\_\_\_\_\_  
SIGNATURE OF PERSON MAKING REQUEST

DATE

\_\_\_\_\_  
PRINCIPAL'S SIGNATURE

\*Personal Leave is granted in accordance with Article 18.000 of the Board-Teacher Agreement.

It is the responsibility of the person making the request for personal leave to know if he/she has sufficient personal leave days available to cover this request.

White Copy: Superintendent    Yellow Copy: Principal    Pink Copy: Teacher

## APPENDIX E

### DISABILITY LEAVE REQUEST FORM

NAME

SCHOOL

TEACHING POSITION

STREET ADDRESS

CITY & ZIP CODE \_\_\_\_\_ TELEPHONE

TYPE OF LEAVE REQUESTED\*

DATE LEAVE IS TO COMMENCE\*\*

DATE LEAVE IS TO TERMINATE\*\*

ASSIGNMENT PREFERENCE AT TERMINATION OF LEAVE - LIST THREE PREFERENCE:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3.

\* If you are using sick leave for all or any part of the leave, please indicate.)

\*\* Teachers are encouraged to terminate the leave in connection with the end of a semester, grading, Christmas, spring or summer vacation period.

SIGNATURE \_\_\_\_\_

DATE



# APPENDIX F-1

## School City of Hobart

### 2004/05 School Calendar

#### August 2004

S	M	T	W	H	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	O	I	26	27	28
29	30	31				

#### September 2004

S	M	T	W	H	F	S
	1	2	3	4		
5	X	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

#### October 2004

S	M	T	W	H	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	X	X	30
31						

#### November 2004

S	M	T	W	H	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	X	X	27
28	29	30				

#### December 2004

S	M	T	W	H	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	X	X	X	X	X	25
26	X	X	X	X		

#### January 2005

S	M	T	W	H	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	RS	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

#### February 2005

S	M	T	W	H	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	X	19
20	X	22	23	24	25	26
27	28					

#### March 2005

S	M	T	W	H	F	S
			1	2	3	RE 5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	X	26
27	X	X	X	X		

#### CONTRACT PERIOD:

August 24, 2004 - June 8, 2005  
 Contract Days - 183  
 Instructional Days - 180  
 Paid Days Without Students - 3\*  
 \*1 (8/24/04), ½ (8/25/05)  
 ½ RS (1/17/05) or ½ RE (3/4/05), 1 Records Day (6/8/05)

#### BEGINNING DATES:      ENDING DATES:

Teachers - August 24, 2004      June 8, 2005  
 Students- August 25, 2004      June 7, 2005

#### SCHOOL CLOSING DATES:

September 6, 2004.....Labor Day  
 October 28 and 29, 2004.....Fall Break  
 November 25 and 26, 2004.....Thanksgiving  
 December 20, 2004 to December 31, 2004....Winter Brea  
 February 18 and 21, 2005.....Presidents' Day Weekend  
 March 25 to April 1, 2005.....Spring Break  
 May 30, 2005.....Memorial Day

#### April 2005

S	M	T	W	H	F	S
					X	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

#### May 2005

S	M	T	W	H	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	X	31				

#### June 2005

S	M	T	W	H	F	S
			1	2	3	4
5	6	7	R	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

#### July 2005

S	M	T	W	H	F	S
			1	2		
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

#### August 2005

S	M	T	W	H	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

#### KEY:

O - Teacher Orientation  
 I - In-Service Day  
 X - Unpaid Days  
 RE - Records ½ Day Elem.    RS - Records ½ Day HS/MS  
 R- Records Day - All Schools

If one emergency closing day occurs, June 8, 2005  
 will be the students' makeup day and June 9, 2005  
 will become the teachers' records day.

**First time teachers in Hobart are to report on August 23, 2004.**





# APPENDIX F-2

## School City of Hobart

### 2005/06 School Calendar

#### August 2005

S	M	T	W	H	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	O	I	25	26	27
28	29	30	31			

#### January 2006

S	M	T	W	H	F	S
1	X	X	X	X	X	7
8	9	10	11	12	13	14
15	16	17	18	19	RS	21
22	23	24	25	26	27	28
29	30	31				

#### April 2006

S	M	T	W	H	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	X	18	19	20	21	22
23	24	25	26	27	28	29
30						

#### September 2005

S	M	T	W	H	F	S
			1	2	3	
4	X	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

#### February 2006

S	M	T	W	H	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	X	18
19	X	21	22	23	24	25
26	27	28				

#### May 2006

S	M	T	W	H	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	X	30	31	

#### March 2006

S	M	T	W	H	F	S
			1	2	RE	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	X	X	X	X	X	

#### June 2006

S	M	T	W	H	F	S
				1	2	3
4	5	6	7	R	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

#### October 2005

S	M	T	W	H	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	X	X	29
30	31					

#### November 2005

S	M	T	W	H	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	X	X	26
27	28	29	30			

#### CONTRACT PERIOD:

August 23, 2005 - June 8, 2006

Contract Days - 183

Instructional Days - 180

Paid Days Without Students - 3\*

\*[1 (8/23/05), 1/2 (8/24/05)]

1/2 RS (1/20/06) or 1/2 RE (3/3/06), 1 Records Day (6/8/06)

#### BEGINNING DATES:      ENDING DATES:

Teachers - August 23, 2005      June 8, 2006

Students- August 24, 2005      June 7, 2006

#### July 2006

S	M	T	W	H	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

#### December 2005

S	M	T	W	H	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	X	24
25	X	X	X	X	X	31

#### SCHOOL CLOSING DATES:

September 5, 2005.....Labor Day

October 27 and 28, 2005.....Fall Break

November 24 and 25, 2005.....Thanksgiving

December 23, 2005 to January 6, 2006....Winter Break

February 17 and 20, 2006.....Presidents' Day Weekend

March 27 to March 31, 2006.....Spring Break

April 17, 2006 .....Easter Monday

May 29, 2006.....Memorial Day

#### August 2006

S	M	T	W	H	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

#### KEY:

O - Teacher Orientation

I - In-Service Day

X - Unpaid Days

RE -Records 1/2 Day Elem.    RS - Records 1/2 Day HS/MS

R- Records Day - All Schools

If one emergency closing day occurs, June 8, 2006

will be the students' makeup day and June 9, 2006

will become the teachers' records day.

First time teachers in Hobart are to report on August 22, 2005.

# APPENDIX F-3

## School City of Hobart

### 2006/07 School Calendar

#### August 2006

S	M	T	W	H	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	<b>O</b>	<b>I</b>	25	26
27	28	29	30	31		

#### January 2007

S	M	T	W	H	F	S
	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	6
7	8	9	10	11	12	13
14	15	16	17	18	<b>RS</b>	20
21	22	23	24	25	26	27
28	29	30	31			

#### April 2007

S	M	T	W	H	F	S
1	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	7
8	<b>X</b>	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

#### September 2006

S	M	T	W	H	F	S
			1	2		
3	<b>X</b>	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

#### February 2007

S	M	T	W	H	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	<b>X</b>	17
18	<b>X</b>	20	21	22	23	24
25	26	27	28			

#### May 2007

S	M	T	W	H	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	<b>X</b>	29	30	31	

#### March 2007

S	M	T	W	H	F	S
				1	<b>RE</b>	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

#### June 2007

S	M	T	W	H	F	S
					1	2
3	4	5	6	<b>R</b>	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

#### October 2006

S	M	T	W	H	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	<b>X</b>	<b>X</b>	28
29	30	31				

#### November 2006

S	M	T	W	H	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	<b>X</b>	<b>X</b>	25
26	27	28	29	30		

#### CONTRACT PERIOD:

August 23, 2006 - June 7, 2007

Contract Days - 183

Instructional Days - 180

Paid Days Without Students - 3\*

\*[1 (8/23/06), 1/2 (8/24/06)]

1/2 RS (1/19/07) or 1/2 RE (3/2/07), 1 Records Day (6/7/07)

**BEGINNING DATES:**      **ENDING DATES:**

Teachers - August 23, 2006      June 7, 2007

Students - August 24, 2006      June 6, 2007

#### July 2007

S	M	T	W	H	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

#### December 2006

S	M	T	W	H	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	30
31						

#### SCHOOL CLOSING DATES:

September 4, 2006.....Labor Day

October 26 and 27, 2006.....Fall Break

November 23 and 24, 2006.....Thanksgiving

December 25, 2006 to January 5, 2006....Winter Break

February 16 and 19, 2007.....Presidents' Day Weekend

April 2 to April 9, 2007      Spring Break

May 28, 2007.....Memorial Day

#### August 2007

S	M	T	W	H	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

#### KEY:

**O** - Teacher Orientation

**I** - In-Service Day

**X** - Unpaid Days

**RE** - Records 1/2 Day Elem.      **RS** - Records 1/2 Day HS/MS

**R** - Records Day - All Schools

If one emergency closing day occurs, June 7, 2007 will be the students' makeup day and June 8, 2007 will become the teachers' records day.

First time teachers in Hobart are to report on August 22, 2006.

# APPENDIX G-1

## SCHOOL CITY OF HOBART

### 2004-2005 TEACHER'S SALARY SCHEDULE

Step	BS	BS+15	MS	MS+15	MS+30
0	28,677	29,716	31,317	32,118	32,885
1	29,605	30,726	32,622	33,388	34,153
2	30,604	31,771	33,924	34,688	35,459
3	31,636	32,789	35,201	35,995	36,760
4	32,670	33,836	36,503	37,269	38,041
5	33,735	34,912	37,781	38,584	39,351
6	34,803	36,002	39,181	39,981	40,756
7	35,873	37,083	40,584	41,357	42,157
8	36,947	38,170	41,991	42,763	43,562
9	38,105	39,374	43,398	44,165	45,404
10	39,280	40,549	44,766	45,538	46,383
11	40,546	41,848	46,219	46,995	47,797
12	40,546	41,848	47,728	48,523	49,305
13	40,546	41,848	49,231	50,034	50,846
14	40,546	41,848	50,764	51,541	52,319
15	40,546	41,848	52,279	53,057	53,834
16	40,546	41,848	53,882	54,689	55,469

## APPENDIX G-2

<b>SCHOOL CITY OF HOBART</b>						
<b><u>2005-2006 TEACHER'S SALARY</u></b>						
<b><u>SCHEDULE</u></b>						
<b>Step</b>	<b>BS</b>	<b>BS+15</b>	<b>MS</b>	<b>MS+15</b>	<b>MS+30</b>	
<b>0</b>	<b>29,251</b>	<b>30,310</b>	<b>31,943</b>	<b>32,760</b>	<b>33,543</b>	
<b>1</b>	<b>30,197</b>	<b>31,341</b>	<b>33,274</b>	<b>34,056</b>	<b>34,836</b>	
<b>2</b>	<b>31,216</b>	<b>32,406</b>	<b>34,602</b>	<b>35,382</b>	<b>36,168</b>	
<b>3</b>	<b>32,269</b>	<b>33,445</b>	<b>35,905</b>	<b>36,715</b>	<b>37,495</b>	
<b>4</b>	<b>33,323</b>	<b>34,513</b>	<b>37,233</b>	<b>38,014</b>	<b>38,802</b>	
<b>5</b>	<b>34,410</b>	<b>35,610</b>	<b>38,537</b>	<b>39,356</b>	<b>40,138</b>	
<b>6</b>	<b>35,499</b>	<b>36,722</b>	<b>39,965</b>	<b>40,781</b>	<b>41,571</b>	
<b>7</b>	<b>36,590</b>	<b>37,825</b>	<b>41,396</b>	<b>42,184</b>	<b>43,000</b>	
<b>8</b>	<b>37,686</b>	<b>38,933</b>	<b>42,831</b>	<b>43,618</b>	<b>44,433</b>	
<b>9</b>	<b>38,867</b>	<b>40,161</b>	<b>44,266</b>	<b>45,048</b>	<b>46,312</b>	
<b>10</b>	<b>40,066</b>	<b>41,360</b>	<b>45,661</b>	<b>46,449</b>	<b>47,311</b>	
<b>11</b>	<b>41,357</b>	<b>42,685</b>	<b>47,143</b>	<b>47,935</b>	<b>48,753</b>	
<b>12</b>	<b>41,357</b>	<b>42,685</b>	<b>48,683</b>	<b>49,493</b>	<b>50,291</b>	
<b>13</b>	<b>41,357</b>	<b>42,685</b>	<b>50,216</b>	<b>51,035</b>	<b>51,863</b>	
<b>14</b>	<b>41,357</b>	<b>42,685</b>	<b>51,779</b>	<b>52,572</b>	<b>53,365</b>	
<b>15</b>	<b>41,357</b>	<b>42,685</b>	<b>53,325</b>	<b>54,118</b>	<b>54,911</b>	
<b>16</b>	<b>41,357</b>	<b>42,685</b>	<b>54,960</b>	<b>55,783</b>	<b>56,578</b>	

**APPENDIX H**  
**MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING RE: MASTER TEACHER GROWTH PROGRAM**

1. The School City of Hobart and the Hobart Teachers Association hereby create the Master teacher Growth Program (MTGP).
2. MTGP shall operate as a pilot program for the 1988-89 school year. Continuance of MTGP beyond the 1988-89 school year shall require agreement by both the employer and the HTA.
3. No later than October 1, 1988, the employer's superintendent and the president of the HTA shall agree upon and publish a list of guidelines for staff development experiences.
4. Participants in MTGP may select any staff development experience which is within the guidelines developed pursuant to paragraph #3 above.
5. Teachers may apply to attend staff development experiences which do not fit within the MTGP guidelines. However, the superintendent may, for good cause, deny such application.
6. Attendance at any given staff development experience by a participant in the MTGP shall only obligate the affected teacher to submit a written evaluation of the experience and its applicability to his/her teaching assignment. Whenever, possible, the written report will share ways in which the experience has been of benefit to even one student.
7. Participation in the MTGP shall be on an annual basis and shall be only by agreement of the teacher and the teacher's evaluator.
8. Allegations of violation, misinterpretation or misapplication of this memorandum shall be subject to the grievance and arbitration procedures of the collective bargaining agreement.

# APPENDIX I

## MEMORANDUM OF

### UNDERSTANDING

#### RE: REDUCTION IN FORCE

The School City of Hobart (hereafter referred to as "school employer") and the Hobart Teachers Association (hereafter referred to as "HTA") hereby agree to the following reduction in force procedure in applying the provisions of the Agreement, paragraph 10.300:

1. The school employer will determine the positions to be reduced and the teachers to be notified of termination or nonrenewal of contract by March 15 of any year in which such RIF is to occur.
2. The parties shall meet to determine if the HTA agrees that the teachers identified are the proper ones according to contract and to the interpretation of contract as per this Memorandum. At such meeting the school employer shall identify any transfers considered in its methodology of identifying the teachers to be RIF'd. If the HTA disagrees setting forth the methodology that should have been used to identify such teacher, the school employer may agree or disagree with such alternative. If the school employer disagrees, the original teacher may be notified with the HTA reserving the right to process a grievance. If the school employer agrees with such alternative method of identification, the teacher identified by such alternative method shall be notified and such procedure shall not be grieved, litigated or arbitrated by the HTA.
3. Within the permanent tenure strata, the school employer will transfer a properly qualified and licensed teacher to another department to avoid the RIF of a permanent employee where such transfer would result in the RIF of a less senior teacher. If it is possible to RIF the least senior teacher in the resultant single transfer of another teacher, such procedure will be utilized.
4. Within the semi-permanent strata, the school employer will make such a transfer of a qualified and licensed teacher to another department to avoid the RIF of a semi-permanent teacher if the transferred teacher has substantially equal qualifications of the teacher displaced.
5. This Memorandum shall be effective this 1<sup>st</sup> day of April, 1987, and shall exist during the term of the current Agreement.

6. In consideration of the foregoing procedure, the HTA will not challenge the procedure used in the RIF of teachers in April, 1987, where allegedly transfers could have resulted in the RIF of lower seniority teachers.

**APPENDIX J**

**MEMORANDUM OF UNDERSTANDING RE: HIGH SCHOOL TEACHING ASSIGNMENTS**

At the high school prior to establishing tentative assignments for teachers in a proposed master schedule, the school administration will obtain the input of staff regarding such assignments through the departmental structure either by conducting departmental meetings or by receiving such communication from the departmental chairperson after such meeting.

**APPENDIX K**

**MEMORANDUM OF UNDERSTANDING**

**RE: HEALTH INSURANCE COMMITTEE**

The parties agree to limit the next renewal to 15% or meet to discuss/investigate alternatives.

For the Association:

For the School City of Hobart:

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Date

Date





## APPENDIX L

### MEMORANDUM OF UNDERSTANDING RE: FAIR SHARE

The parties agree that the deletion of Section 3.450 from the collective bargaining agreement is required by P.L. 1994-1995, Sec. 1 I.C. 20-7.5-1-6. The selected language shall be restored to full force and effect to the extent permitted by law in the school year following the July 1 on which amendments to I.C. 20-7.5-1-6 are in effect which make such restoration possible.

3.450

#### Fair Share

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 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.

By October 15 of each year the Association shall provide the board with a list of bargaining unit members who are not also Association members and wish to pay the fair share fee by payroll deduction. The board will 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 so 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 deducted from the subsequent ten (10) pay periods during that year. Should there not be ten (10) remaining pay periods the amount will be deducted equally from the remaining pay periods. Persons who refuse to sign an authorization form or who revoke an executed form have a continuing obligation to pay the fair share fee directly to the Association.

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 agreed to adopt an internal Association remedy providing for a pro rata refund of the fair share fee to persons who so request.

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:

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

If the Association so request 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, securing witnesses, and in all other aspects of said defense.

- a. It is expressly understood that paragraph 4 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.

The Association and the School City of Hobart expressly agree that this Memorandum of Understanding is subject to the Status Quo provisions found in I.C. 20-7.5-1-12(e)

## **APPENDIX M**

### **MEMORANDUM OF UNDERSTANDING RE: BLOCK SCHEDULING**

The parties have made the following agreements with respect to class size at the high school, using a Block Four schedule:

1. The goal for the maximum number of students to be evaluated by a teacher in a normal class is eighty-four (84);
2. Enrollment data on per day student evaluation contact will be made available to each teacher within the first week of each quarter;
3. If a teacher's maximum daily contact exceeds eighty-four (84), the teacher may appeal to the Indiana 2000 Program Evaluation Committee for explanation and/or alteration.
4. Any appeals will be filed immediately after the teacher has received the enrollment data set forth in Paragraph 2 of this memorandum of Understanding.
5. If either party requests, bargaining shall be re-opened for the purpose of bargaining over class size related to block scheduling for the 1999-2000 school term and thereafter.

## APPENDIX N

### Evaluation Form for: Department Chairpersons, Curriculum Coordinators, Team Leaders and Grade Level Coordinators

To be completed and discussed prior to May 1st. Weaknesses and recommendations are to be addressed by the employee during the following school year.

Date:

Name of Employee \_\_\_\_\_ Assignment

Evaluator

Position Performance:

Weaknesses that need to be addressed:

Recommendations:

To be recommended for continued assignment:

Evaluator's signature \_\_\_\_\_ Date

This evaluation has been seen by me and discussed with me.

Employee's signature \_\_\_\_\_ Date

## **APPENDIX O**

### **Memorandum of Understanding RE: Evaluation Pilot**

The Hobart Teachers Association and the School City of Hobart hereby establish an Evaluation Pilot program for the 2005-06 and 2006-07 school years pursuant to the following terms and conditions:

1. The Evaluation Pilot shall be administered by a three member Steering Committee. The members of the Steering Committee are Peggy Buffington, Karen Kuyachich and Beth York.
2. The Steering Committee shall have the authority to take such actions as are necessary to assure that the Evaluation Pilot operates fairly and provides the information necessary to develop an evaluation procedure that is acceptable to both parties. This authority shall include:
  - a. The ability to invite other individuals to consult, provide input, or share insights concerning the operation of the Evaluation Pilot;
  - b. The ability to conduct surveys and/or interviews with participants in the Evaluation Pilot;
  - c. The ability upon reasonable notice to participants, make changes in the operation of the Evaluation Pilot;
  - d. The ability to rectify situations within the Evaluation Pilot which the Steering Committee members agree have resulted in gross unfairness to any participant;
3. Between May 1 and May 15, 2007, the Steering Committee shall make a written recommendation to the bargaining teams for HTA and the School City of Hobart for changes to the current evaluation procedure that is contained in Article 6 of the collective bargaining agreement. It is anticipated that such changes, if any, will be incorporated into the collective bargaining agreement for implementation in the 2007-08 school year.
4. For the term of the Evaluation Pilot, the details of the program shall be as described in the document entitled "School City of Hobart Evaluation Pilot," as that document has been adopted by the bargaining teams and as it may be changed or amended by the Steering Committee from time to time during the course of the pilot.



## **APPENDIX P**

### **Memo of Understanding**

The size of secondary physical education classes is a matter of concern to both the Hobart Teachers Association and the School City of Hobart. Partially as a result of joint study of this issue, the School City has implemented an enhanced schedule of related arts classes. It is the belief of the HTA and the School City of Hobart that these classes should help reduce class size for secondary physical education. Effective with the ratification of the 2004 collective bargaining agreement, the parties agree as follows:

1. The class size sub-committee for the bargaining teams will engage in ongoing monitoring of secondary physical education class sizes;
2. The sub-committee shall receive reports on secondary physical education class sizes on October 15, 2004, and March 15, 2005;
3. At the request of either party, physical education class size shall be included in the 2005-2005 contract re-opener.
4. This Memorandum of Understanding shall be in effect until August 31, 2005, unless extended by the parties, in writing.