

JAN 19 1990

The individuals whose names appear below, representing the National Education Association-South Bend and the South Bend Community School Corporation in their respective capacities, have contributed their best efforts in mutual good faith, to the development of this Agreement.

FOR THE TEACHERS:

Negotiating Team:

Richard W. Beeching,  
Chairperson, Director  
Anna Pappas, President  
Pam Barber, Secretary  
Ruth Amussen  
Kathy Bingham  
Gloria Green  
Paul Lacy  
Margaret Schaller  
John Woodruff

Officers:

Anna Pappas, President  
Pam Barber, Vice-President  
Chuck Sprague, Treasurer  
Marsha Cenkush, Secretary

FOR THE SCHOOL BOARD:

Negotiating Team:

Ralph Komasinski,  
Chairperson, Deputy Supt.  
of Administration  
Ron Bella  
Ron Johnson  
James Kapsa  
Lee Porter  
William Przybysz  
Thomas Reidy  
William Roberts  
Monte Sriver  
Mark Tulchinsky  
Barbara VanOtterloo

Board of School Trustees:

Trudy McManama, President  
Bruce A. McMillen,  
Vice-President  
Barbara A. Lawson, Secretary  
Charles F. Lennon, Jr.  
Carol B. Loeffler  
Robert M. Sweeney  
Karen L. White

**Article I**  
**RECOGNITION**

- A. Recognition--The South Bend Community School Corporation Board of School Trustees, hereinafter referred to as the "Board," recognizes the National Education Association-South Bend, an affiliate of the Indiana State Teachers Association and the National Education Association of the United States, hereinafter referred to as the "Association," as the sole and exclusive collective bargaining representative for all certified professional employees as defined in Section B.
- B. Definition--The term "teacher" as used in this Agreement shall mean any person who shall have completed the program of teacher education in an institution of higher education, accredited by the Commission on Teacher Training and Licensing of the Indiana State Board of Education or the National Council for Accreditation of Teacher Education, or any person who shall hold the Non-Conventional Vocational Certificate and who is employed by the Board under either a Uniform Regular Teacher's Contract, Temporary Contract, or a Supplemental Service Teacher's Contract, except the following who are excluded from the negotiating unit: Superintendent, Assistant/Deputy Superintendents, Principals, Assistant Principals, Directors, Assistant Directors, Coordinators, Assistant Coordinators, Administrative Assistants, Athletic Directors, Special Education Supervisors, and other specific exclusions as determined by the Indiana Education Employment Relations Board under its rules.
- C. Exclusive Rights--The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement.
- D. Individual Rights--With respect to the obligations contained in this Agreement to negotiate with the Association matters with respect to wages, hours, and other terms and conditions of employment, it is understood that nothing contained herein shall be construed to deny or restrict to any teacher rights they may have under the Indiana General School Laws or other applicable laws and regulations.

Article II  
ASSOCIATION AND TEACHER RIGHTS

- A. Fair Practice--The Board hereby agrees that it will not discriminate against any teacher with respect to hours, wages or any terms and conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint, or proceeding under this Agreement. The Board further agrees that it will not directly or indirectly discourage or deprive any teacher of any rights conferred by this Agreement or other laws of Indiana or the Constitution of Indiana and the United States. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Use of Buildings--The Association shall have the right to use school auditoriums, gymnasiums, and other available rooms free of charge following proper application as described in No. 7110 in the Organization, Policies, Rules and Regulations of the South Bend Community School Corporation. Avl, 132  
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- C. Use of Bulletin Boards--Bulletin board space will be provided in each school for exclusive use by a designated agent of the Association. Avl  
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- D. Use of Interschool Mail--The South Bend Community School Corporation agrees to include the Association's office for interschool mail pick up and delivery on the regular route. The Association's interschool mail will be distributed by the Corporation.
- E. Use of Mail Boxes--The Association shall have the right to place material in the mail boxes of teachers.
- F. Association Insignia--No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, whether on or off school premises. This insignia may also be displayed on the bulletin boards reserved for exclusive use by the Association. The Association agrees such insignia will not be displayed elsewhere on the school premises.
- G. Grievance Information--The Board agrees to make available such information that will assist the Association in processing grievances.

- H. Board Agenda and Minutes--The Board agrees that copies of the Board agenda, the bill list and supporting papers shall be made available to the Association at the Board meetings and a copy of the Board minutes will be provided the Association.
- I. Financial Information--The Board agrees to furnish to the Association in response to reasonable requests from time to time available information concerning the financial resources of the School Corporation, tentative budgetary requirements and allocations, and such other available information as will assist the Association in representing the teachers of the School Corporation.
- J. Nondiscrimination--The provisions of this agreement shall be applied without regard to marital status, sex, race, creed, age, religion, handicap, political affiliation, residence, or national origin.
- K. Fair Share--Continuing Dues Deductions--Section 1:  
After the beginning of the school year, the Association shall deliver to the Board the names of teachers who authorize payroll deductions and the amounts of membership dues or assessments of the Association, including the National Education Association and the Indiana State Teachers Association. Upon receipt by the Board of the appropriately executed payroll deduction form (Appendix VIII), the Board shall deduct such sum in equal payments starting with the second paycheck in October. The deductions shall be remitted not less frequently than monthly to the Association. The authorization for payroll deduction of Association membership dues shall be on a continuing basis, unless revoked in writing by the employee, through the Association, between the dates of July 1 and September 15. Names of teachers who have authorized payroll deductions of membership dues by appropriate dues deductions forms after October 15, shall have the amount deducted equally from the remaining pay periods.

Section 2: The Board and the Association agree that all members of the bargaining unit, who are not also members of the Association, have an obligation to pay a fair share fee to the Association in an amount, as deemed to be appropriate by the Association, based upon and consistent with the services rendered and cost incurred on behalf of the bargaining unit members said sum not to exceed 96% of the

membership dues of the Association, including the Indiana State Teachers Association and the National Education Association. This obligation applies to persons who are, or who become, members of the bargaining unit during the duration of this Agreement.

Section 3: By October 10, the Association shall provide the Board with payroll deduction authorization forms for those individual teachers for purposes of payroll deduction. By October 31, the Board shall provide to the Association the names and addresses of all bargaining unit members who do not have a signed payroll deduction authorization form on file. Upon receipt of appropriate payroll deduction authorization forms, the Board will deduct the fair share fee in equal installments from the payroll of each person who submits an authorization, and shall transmit the amount so deducted to the Association in accordance with the schedules set forth in paragraph K above. It shall be the Association's responsibility to obtain signed payroll deduction authorization forms. New employees employed during the school year, who choose not to join the Association within thirty (30) days of employment, shall have their pro rata fair share fee deducted from the subsequent pay periods during that year upon proper submission of the appropriate payroll deduction authorization form. Should there not be ten (10) remaining pay periods, the pro rata amount will be deducted equally from the remaining pay periods.

Section 4: The Association recognizes that no member of the bargaining unit should be forced to contribute financial support to political or ideological activities of the Association unrelated to collective bargaining, contract administration and grievance adjustment, or unrelated to its duties as exclusive bargaining representative.

Section 5: Upon termination of a contract, the Board shall deduct all unpaid Association dues from the final paycheck.

Section 6: The Association hereby agrees to indemnify the Board and hold it harmless against any and all claims, demands, suits or other forms of liability that should arise out of, or by reason of Section K of this Article.

Section 7: If an error is discovered with respect to deductions under this provision, the Board shall correct said error by appropriate adjustments in the next paycheck of the teacher or the next submission of funds to the Association. Additionally, if excessive monies have been collected by the Board and submitted to the Association, the Association (not the Board) shall be obligated to refund such monies to the appropriate persons.

Section 8: The Association, on its own and not on behalf of the Board, may take such action as it may deem appropriate to collect its fair share fee from those bargaining unit members who refuse to authorize payroll deductions for, or who otherwise refuse to pay, the fair share fee.

- L. Monthly Meetings--Representatives of the Board will meet with representatives of the Association on the first Wednesday of each month for the purpose of reviewing the administration of the contract and to resolve problems that have arisen. These meetings are not intended to bypass the grievance procedure. On or before the Friday prior to the meeting, each party may submit to the other an agenda covering what they wish to discuss. Items to be resolved and discussed shall not be placed on the agenda by either party until an attempt has been made to resolve the problem through the appropriate administrative official. These monthly meetings shall also serve as discussion sessions as provided for in PL 217, Section 5. Other such discussion sessions can be established upon request by either party. The parties agree to cooperate in furnishing necessary information for the agenda, and otherwise constructively considering and resolving such matters.
- M. School Visitations--The Association president or president's designee shall be allowed to visit schools to investigate working conditions, teacher complaints, problems, or for other purposes relating to Association affairs. Upon arrival, the president or president's designee shall check in with the building principal or principal's representative and shall check out upon leaving. The president or president's designee will make an effort not to disrupt classroom instruction.
- N. Association Telephone--The School Corporation will permit a telephone to be installed and maintained in the Association president's classroom at Association expense.
- O. Building Committee--The principal of each school building shall meet at least once a month with the Association building committee to discuss school operations and questions relating to the implementation of this Agreement. The committee and the principal shall meet at the request of either party to discuss and resolve local school problems as they relate to established Board policies and procedures and the Professional Agreement. The building committee shall consist of not less than three (3) or more than five (5) teachers from each school selected or appointed in a manner to be determined by the Association.

- P. New Teachers List--Names and addresses of new teachers who have accepted appointments in the South Bend Community School Corporation shall be provided to the Association office.
- Q. Orientation Agenda--The Association shall be given a place on the agenda of the orientation programs for new teachers.
- R. Association President--The Association president shall be released from duty on a half-time basis to perform Association business without loss of compensation.
- S. Taping--No one in the School Corporation shall have a conversation taped or otherwise recorded without giving permission for such recording.

Article III  
NEGOTIATION PROCEDURES

- A. Selection and Power of Parties--In any negotiations described in this Article, neither party shall have 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 Corporation. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and/or compromise in the course of negotiations, subject only to such ultimate ratification.
- B. Good Faith Negotiations--During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith.



**Article IV**  
**PROFESSIONAL GRIEVANCE PROCEDURE**

- A. Definition--A claim by the Association or an aggrieved teacher that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as herein provided except as otherwise limited by the terms of this Agreement.

Good morale is maintained as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose in this 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.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be at a maximum and every effort should be made to expedite the process.

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, all parties involved shall use their best efforts to process such grievance by the end of the school term or as soon thereafter as possible.

- B. Informal--In the event an aggrieved teacher believes there is a basis for a grievance, the aggrieved teacher shall discuss with the immediate supervisor the alleged violation within five (5) working days following the occurrence giving rise to the grievance. The teacher may request the presence of the Association faculty representative from the teacher's building at this discussion. The term "supervisor" is interpreted to mean the building principal unless otherwise indicated. If the teacher is not under the supervision of a building principal, then the teacher shall discuss the alleged violation with the director or coordinator to whom the teacher reports.

In the event the alleged violation involves more than one building principal, the matter shall be discussed with all building principals concerned.

- C. Formal--If after the discussion with the immediate supervisor the aggrieved teacher feels a grievance still exists, then the following grievance steps may be taken.

Step 1--Immediate Supervisor

The aggrieved teacher must within five (5) working days of this meeting submit to the immediate supervisor a completed Grievance Report Form Step I, which form is set forth in Appendix IV and which sets forth the article and section of the contract agreement which are alleged to be violated.

It shall be the responsibility of the grievant(s) to notify the Association representative of the grievance. Within three (3) school days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and the Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance within three (3) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the teacher. Copies of this form showing the date(s) of the occurrence and provisions of the contract allegedly violated, and the relief sought shall be forwarded to the Association faculty representative and the superintendent and/or designated representative.

Step II--Superintendent

Within five (5) school days after receiving the decision of the immediate supervisor, or if the immediate supervisor has made no disposition of the case within the time allotted in Step I, the grievant(s) may appeal the decision to the superintendent and/or designated representative. The appeal shall be on the properly prescribed form and must be accompanied by a copy of the decision at Step I. Within five (5) school days the superintendent and/or designated representative shall meet with the grievant(s) and the Association representative. Within three (3) school days of the meeting, the superintendent and/or designated representative shall indicate in writing on the proper form the disposition of the grievance. A copy of this decision shall be forwarded to the grievant(s), the Association and the supervisor. A settlement at either Step I or Step II with the grievant or the Association shall bind both the Association and the grievant.

### Step III--Arbitration

If the grievant(s) and the Association are dissatisfied with the decision at Level II, or if no decision has been rendered within ten (10) school days, the Association shall have the right within the next ten (10) school days to request arbitration according to the voluntary labor arbitration rules of the American Arbitration Association.

The arbitrator shall as soon as possible after the appointment hold informal hearings as necessary, and provide adequate opportunity to all parties to testify fully on and present evidence regarding respective positions. Every effort shall be made to avoid interfering with instructional time.

The decision of the arbitrator shall be limited specifically to interpretation of the existing language in the Agreement and the arbitrator shall not have the power to amend, delete, add to or change any of the terms of this Agreement in any way or to impair any of the rights of the Board not surrendered in this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute his/her discretion for that of the Board, nor shall the arbitrator have the power to rule on any contract articles or sections of this Agreement not alleged to have been violated in the grievance form filed in Step I of the grievance procedure.

The arbitrator shall render a decision in writing to both parties within thirty (30) calendar days after the conclusion of the hearing and/or the filing of final briefs.

The award of the arbitrator shall be final and binding upon the Board, the Association, and the grievant(s). The expenses of the arbitrator including the cost of the court reporter shall be borne equally by the Board and the Association.

Any grievance or any decision not originated, handled and/or appealed by the party claiming to be aggrieved from one step to the next step in the grievance procedure strictly in the manner and within the time limits provided for in the grievance procedure shall be considered settled on the basis of the last decision of the Board and not subject to further appeal or reconsideration, except that, the time limits at any level of the grievance procedure may be extended by mutual written agreement between the Association and the Board.

In the event that the Board fails to answer a grievance within the applicable time provided, then the grievance shall automatically progress to the next step of the grievance procedure.

- D. Right To Representation--Grievants may be represented at all stages of the formal grievance procedure by a person of their own choosing except that they may not be represented by a representative or an officer of any teacher organization other than the Association. The Association shall have the right to be present and to state its views at all formal stages of the grievance procedure.
- E. Complaints--If an individual teacher has a personal complaint to discuss with a supervisor, the teacher is free to do so without recourse to the grievance procedure. The adjustment of any grievance shall not be inconsistent with the terms of this Agreement.
- F. Aggrieved Teacher and Class Grievance--"Aggrieved teacher" as defined in this grievance procedure, means a teacher who has a direct interest in the grievance, i.e., the outcome of the grievance directly affects said teacher's rights as determined by the provisions of the Agreement.

If a grievance effects a group or class of teachers, the Association may submit such grievance in writing within five (5) working days of the occasion giving rise to such grievance on a form which sets forth the article and sections of the contract agreement which are alleged to be violated, to the superintendent and/or designated representative directly and the processing of such grievance shall be commenced at Step II of the formal grievance procedure.

- G. Teacher's Files--Any formal grievance on the behalf of a teacher will not be placed in the teacher's file or become a part of any file or record which is utilized in the promotion process; nor will it be used in any recommendations for job placement.
- H. Release from Duty--A teacher engaged on behalf of the Association with any representative of the Board at the Step III arbitration level in the grievance procedure shall be released from regular duties for the purpose of attending the arbitration hearing if the arbitration hearing is held during the regular school day.

Salary for the period of released time shall be withheld. In the event the arbitrator rules in favor of the Association, the Board shall pay the teacher's salary for the released time. In the event the arbitrator rules in favor of the Board, the Association shall pay the teacher's salary for the period of released time.

**Article V**  
**TEACHER PROFESSIONAL GROWTH AND EVALUATION**

- A. Philosophy--An evaluation program of teaching effectiveness should strive to stimulate self-improvement and thus cause a continued upgrading in the quality of performance of the instructional staff.
- B. Professional Growth--Inasmuch as objectives are an integral part of the professional growth process, the following guidelines are designed to maintain consistency throughout the school district. Self-improvement is a teacher centered activity to improve any part of the teacher's total performance or responsibility.

Developed Objectives

(1) Each year all teachers will develop in writing a minimum of two (2) objectives. These objectives may be developed in advance of the objective setting conference. These objectives will be mutually agreed upon by the teacher and principal. These objectives should be areas in which teachers would like to place special effort that school year.

(2) Objectives will be stated on Form A. N?

(3) Final objectives will be set by October 15th.

(4) Signatures are required on these objectives. One copy to be retained by the teacher, one copy to be retained by the principal.

(5) These objectives by intention may be designed to extend through more than one school year and therefore may not be fully completed by the end of the school year.

(6) On or before <sup>May 1?</sup> May 1st, the principal shall hold a conference with the teacher for the purpose of discussing the extent to which the teacher's objectives have been attained.

(7) One copy of the spring conference will be given to the teacher and one copy shall be retained by the principal.

- C. Evaluation--In order to improve teacher performance and provide for termination of incompetent teachers, the Association and teachers recognize the right, duty and responsibility of principals and supervisors in the School

Corporation to make periodic evaluation of the performance of teachers. The purpose of evaluation shall be to provide a sound basis for teacher improvement and assessment of teacher effectiveness. The primary responsibility for individual instructional improvement shall rest with the teacher. This evaluation shall be based upon the criteria and indicators for Form B. All observations and evaluations of the performance of the teacher shall be done openly and with the knowledge of the teacher. The evaluator shall give positive assistance to those teachers having professional difficulty.

D. Procedure

(1) Non-permanent teachers shall be defined as all first and second year teachers holding a regular contract with the South Bend Community School Corporation. All non-permanent teachers shall be evaluated in writing, using Form B, at least twice each year, once each semester. Evaluation of non-permanent teachers shall be submitted to the superintendent's office on or before December 1st and March 1st.

(2) Semi-permanent teachers shall be defined as all third, fourth, and fifth year teachers holding a regular contract with the South Bend Community School Corporation. All semi-permanent teachers shall be evaluated in writing, using Form B, at least once each year. The evaluation shall be completed and submitted to the superintendent on or before March 1st.

(3) Permanent teachers shall be defined as all teachers holding a regular contract for six (6) or more consecutive years with the South Bend Community School Corporation. All permanent teachers shall be evaluated formally in writing, using Form B, at least once every three (3) years. The evaluation shall be completed and submitted to the superintendent on or before April 1st of that year.

E. Probationary Status--Semi-permanent and permanent teachers whose performance is deemed unsatisfactory may be placed on probation and terminated for incompetency in accordance with all state statutes and the terms and conditions of this Agreement.

F. Procedure

(1) If a permanent or semi-permanent teacher's instructional performance is such that he/she is being placed on probation, a conference shall be held between the teacher and evaluator at which time the following will be presented in writing to the teacher:

(a) The specific reasons warranting probationary status (Form B).

(b) The recommendation for probationary status.

The teacher shall reserve the right to indicate in writing any objection to any portion or portions of the evaluation. Such written comments by the teacher shall be included and made a part of the written evaluation by the evaluator and copies of each shall be given to the teacher. The teacher's signature merely signifies that the teacher has read the material to be filed and does not necessarily indicate agreement with its content. One copy shall be retained by the teacher, one copy retained by the evaluator, one copy forwarded to the superintendent.

(2) A Probation Assistance Team shall be formed consisting of the evaluator, an additional administrator, an Association representative, and a grade or subject teacher. This Probation Assistance Team is to provide assistance to the permanent or semi-permanent teacher on probationary status. Every effort shall be made to insure that the make up of the Probationary Assistance Team reflects a sexual and racial balance as it relates to the teacher being assisted.

(3) The Association shall be responsible for submitting a list to the superintendent of names of those teachers who will serve as Association representatives, and a list of those teachers who will serve as grade or subject teachers. Both lists of teachers will be presented to the superintendent prior to August 29th each year. The superintendent shall select teachers for the Probation Assistance Teams from the Association lists.

(4) The additional administrator shall convene and serve as chairperson of the Probation Assistance Team. Released time shall be provided as needed for Probation Assistance Team members to fulfill their responsibilities as outlined in this Article.

(5) The Probation Assistance Team shall develop a Probation Assistance Plan on Form C that addresses the evaluator's recommendation. The Probation Assistance Team will involve



the teacher in discussion prior to the development of the plan and during the implementation stages. One copy shall be retained by the teacher, one copy retained by the evaluator, and one copy forwarded to the superintendent.

(6) A meeting of the teacher and Probation Assistance Team will be held to evaluate the teacher's status. This meeting shall occur no sooner than forty (40) school days after the inception of the Probation Assistance Plan. If assistance is successful, the probation process will be terminated. Should assistance be unsuccessful at the conclusion of forty (40) school days, there shall be an additional sixty (60) school days of probation. However, the evaluator may terminate the probationary status of the teacher at any time.

(7) No single probationary period shall last more than 100 contractual school days. Probation can span more than one (1) school year.

(8) The Probation Assistance Team shall observe and evaluate the permanent or semi-permanent probationary teacher's progress in writing a minimum of once every twenty (20) school days. One copy to the teacher, one copy to the evaluator, and one copy to the assistance team.

(9) Additional classroom observation and evaluation beyond these minimums may be made at the discretion of the Probation Assistance Team or the evaluator.

(10) All documentation of probationary status will be placed in the teacher's permanent file. The teacher shall receive a copy of the notation entered in his/her permanent file.

(11) A teacher's signature on the Probation Assistance Team evaluation forms shall not necessarily mean agreement with the report. The teacher may submit, in writing, ten (10) school days following the evaluator's or assistance team's evaluation, any written objections to that evaluation. One copy shall be retained by the teacher, one copy retained by the evaluator, and one copy retained by the assistance team.

(12) The Probation Assistance Team shall submit its findings of fact to the superintendent at the conclusion of the probation assistance period(s).

G. Official Files--Official teacher files shall be maintained under the following provisions:

(1) All materials placed in the permanent teacher file and originating within the School Corporation from July 1, 1967, shall be available to the teacher upon request for inspection.

(2) All references and information obtained in the process of evaluating teachers on the basis of confidentiality, for employment, shall not be available for inspection by the teachers.

(3) Material in a teacher's file made available to teachers, as a result of the Agreement, may be reviewed by the teacher.

(4) No material derogatory to a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has received a copy of the material and has had an opportunity to respond in writing.

H. Visitor Observations--Reasonable requests to observe a teacher's class by persons other than school personnel shall be only after consent has been granted by the building principal and the teacher involved except for school-wide planned parent visitation days as determined by the principal and staff.

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**Article VI**  
**TEACHER'S AUTHORITY**

- A. Pupil Discipline--The responsibility for the development and maintenance of self-discipline falls to the cooperative efforts of students, parents, teachers, administrators and community. Pupil discipline is based on the requirement that children must understand and maintain a reasonable code of acceptable behavior and conform with all school rules and regulations and should endeavor to comply willingly with all orders incident to school routine from all adult school employees. An environment that provides equal opportunity for all and permits the teaching-learning process to proceed in an orderly manner is the objective of all school personnel. School staff members will make every effort to help each student gain acceptable self-discipline standards. In the absence of self-discipline, the superintendent, principal, other administrative personnel, or any teacher of th School Corporation is authorized to take actions deemed desirable or necessary to help any student, to further school purposes, or to prevent an interference with the educational process.
- B. Temporary Removal from Class--Each teacher shall, when pupils are under the teacher's charge, have the right to take any action which is then reasonably necessary to carry out, or to prevent, an interference with the educational function of which the teacher is then in charge. A teacher may remove a pupil temporarily from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the pupil in the classroom intolerable. The student who is sent to the office of the principal in accordance with procedures developed by the Association and the administration shall not be readmitted to class until some adjustment is made following a conference between the teacher and the principal or designee. The conference may result in the student being suspended by the principal until a parent conference can be held. The recommendation of the teacher shall be a major factor in the decision.
- C. Corporal Punishment--Corporal punishment shall be used only after all other means of discipline fail. Striking a child on the ears, face or head is forbidden. If corporal punishment seems necessary, it must be reasonable. In severity it should fit the child, not the offense. It may be administered preferably by the principal or designee, with the teacher present, or by the teacher in the presence of the principal, the designee, or another teacher but not

in the presence of other children. In cases where corporal punishment is used, a written report shall be submitted to the principal of that building. This report shall include: the pupil's name, the date, the name of the person administering it, the name of the witness, and the reason for corporal punishment. The principal shall report to the superintendent in writing any cases of corporal punishment.

- D. Special Assistance--The administration recognizes its responsibility to assist the teacher whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons and to make available individual student records to teachers as an aid for determining recommendations concerning particular pupils.
- E. Assistance with Discipline--The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the school, in school sponsored activities, or in any situation relating to the performance of their school responsibilities.
- F. Legal Counsel--In cases where there is any court action, the Board shall provide legal counsel for any employee who is a defendant or plaintiff in any situation relating to the performance of the employee's responsibilities.
- G. Student Suspensions or Exclusions--The administration recognizes its responsibility toward certain acts of misconduct in school or at school sponsored events. Certain student misconduct will be grounds for suspension or exclusion of a student and/or students from school; non-students engaged in such acts will be subject to prosecution by the Board (see "School Behavior- Rights, Responsibilities, Regulations, Procedures," No. 6400 in the School Corporation Policy Book).
- H. Suspension for Assault--A student who commits assault and/or battery upon a school employee or threatens assault and/or battery upon an employee who is in the performance of duties shall be immediately suspended from school. Such students so suspended may be readmitted to school after a study to determine that returning would not constitute a further threat to the safety of the school employee and/or students. The recommendation of the teacher or school employee assaulted shall be a major factor in the decision whether or

not the student shall be readmitted to the teacher's classroom, or to the activities supervised by the assaulted school employee.

- I. Reporting Assaults--The teacher shall immediately report all cases of assault suffered in connection with employment to the school principal who shall in turn immediately inform the superintendent.

The superintendent shall comply with any reasonable request from the teacher for information in the superintendent's possession relating to the persons involved, and will act in an appropriate manner as liaison between the teacher, the police and the courts.

Teachers shall report to the principal who shall in turn immediately inform the superintendent of any threats of criminal or civil action against them arising out of and in the course of their employment, and the superintendent shall review the matter and take necessary steps pursuant to the powers under Indiana General School Powers Act of 1965, Section 202, Paragraph 16 (IC 20-5-2-2).

"To defend any member of the governing body or any employee of the School Corporation in any suit arising out of the performance of his/her duties for, or employment with, the School Corporation, providing the governing body by resolution determined that such action was taken in good faith; and to save any such member or employee harmless from any liability, cost or damage in connection therewith, including, but not limited to the payment of any legal fees, except where such liability, cost or damage is predicated on, or arises out of the bad faith of such member or employee, or is a claim or judgment based on his/her malfeasance on office or employment."

- J. Absence Due to Assault--In the event a teacher is absent due to an injury sustained on the school premises as a result of assault by a student or outsider which is determined to be compensable under Worker's Compensation laws, the teacher will receive:

1. Full salary for the first seven (7) school days of absence.
2. The difference between the daily rate paid through Worker's Compensation and the teacher's daily salary for a period of fifty-three (53) additional school days of absence.
3. Absence for the sixty (60) school days described above will not be charged against a teacher's sick leave.

4. Continued benefits of Worker's Compensation will be available to the teacher after a sixty (60) day period.
  5. The need for absence during any of the first seven (7) school days must be validated by the teacher's physician. In the event that Worker's Compensation is to be used it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's Compensation. (See Procedure Book Procedure for Worker's Compensation--21, February 24, 1971.)
  6. Time for appearance before a judicial body or legal authority as a result of assault by a student or outsider will not result in loss of wages or in reduction of accumulated sick leave of the teacher.
- K. Parental Complaints--When parents have complaints against the action of any teacher, and take the complaints to an administrator, the principal shall advise the teacher of the complaints. If requested by the teacher, the principal shall arrange a conference among the parent, teacher, and administrator(s).
- L. Discipline Form--The form used in implementing this Article is contained in Appendix VI of this Agreement.
- M. Discipline Policy Committee--The Discipline Policy Committee shall study the standard discipline policy for the South Bend Community School Corporation. This committee shall consist of three (3) members appointed by the Association and three (3) members appointed by the superintendent.

It is agreed that each party shall select representation to this committee as follows: one (1) member shall be chosen from the elementary, one (1) from the middle school, and one (1) from the senior high school. The committee's activities shall be in accordance with Article XIX of this Agreement.

**Article VII**  
**TEACHING CONDITIONS**

A. Class Size--The goal of both the Association and the Board is to insure the high quality of education by following the limits set forth on class load and class size. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall meet the following maximum standards except in large group instruction or experimental classes where teachers have voluntarily agreed to exceed these maxima.

Section 1: (a) The maximum class size for grades K-6 for the duration of the Agreement shall be indicated below:

<u>Grade Level</u>	<u>Chapter I</u>	<u>Regular</u>
K-1	26	27
2-3	27	28
4-6	30	31

(b) Effective the 1990-91 school year the class size maximum for grades 4-6 shall be twenty-nine (29).

Additionally, should 6th grade students be moved into the middle school, the middle school class size language shall apply.

Section 2: (a)--The maximum number of students per high school class shall be thirty-two (32) students.

(b)--The maximum number of students per high school assurance and basic classes shall be twenty-five (25) students.

(c)--The maximum number of students per high school composition class shall be twenty-eight (28) students.

Section 3: (a) The maximum number of students per middle school teacher shall be one-hundred-seventy-four (174) students per day. The class size maximum shall be thirty-two (32) students.

(b) The maximum number of students in related arts classes for the middle school shall be thirty-two (32) students.

Section 4: (a)--The maximum class size for special education classes shall not exceed state guidelines.

(b) The goal of the Board is to continue to provide a high quality special education program by maintaining sizes for special education classes under the number set forth below:

Mildly Mentally Handicapped	18
Moderately Mentally Handicapped	14
Emotionally Handicapped	10
Severe and Profound	8
P.V.E.	20

Section 5: The maximum class size for split grades and split classes shall be twenty-six (26) pupils.

Section 6: Effort shall be made by the Board to keep first grade, split grades and classrooms where there is a heavy concentration of disadvantaged children, below the maximum number.

Section 7: Exceptions to the maximums above may be made in music, physical education, typing and study halls.

Section 8: If the total number does exceed the maximum or in schools where classroom space is not available, and where adherence to the maximum class load could create undesirably small classes, the involved teacher, principal, Association representative and Board representative shall meet to plan for adjusting and resolving the situation.

B. Teacher Day--Section 1: No teacher shall be required to remain beyond the normal teacher day as defined in E unless there are previously scheduled teacher meetings or scheduled appointments with students or parents. Teachers shall not be required to be in school more than forty-five (45) minutes before the students arrive. On days immediately preceding holidays, teachers may leave after students are dismissed.

Section 2: "Instructional time" shall be defined in accordance with guidelines issued by the Indiana Department of Education.

C. Lunch Period--All teachers shall have a duty-free, uninterrupted lunch period of at least thirty (30) minutes.

D. Teacher's Aide--Section 1: A paraprofessional shall be employed in each K-6 school. The paraprofessionals, who will be employed for three (3) hours, will have the duties defined by the principal and staff. A second paraprofessional shall be employed in each K-6 school with an enrollment of 350 or more students. The duties will be defined by the principal and staff. Preference shall be given to special education teachers for use of this aide.



Section 2: Two (2) paraprofessionals shall be employed in each K-6 school as lunch supervisory paraprofessionals. The paraprofessionals, who shall be employed for two (2) hours each day, will have lunch supervision duties defined by the principal. A third paraprofessional shall be employed in each K-6 school with an enrollment of 500 or more students.

Section 3: Three (3) hours of aide time shall be provided for each five (5) person interdisciplinary team in each middle school. The paraprofessional's duties shall be defined by the interdisciplinary team. One (1) hour of aide time shall be provided for each team of three (3) or less members with duties to be defined by the interdisciplinary team. All other remaining time shall be for related fields teams use with aide duties defined by the principal and related fields staff.

Section 4: Five (5) three-hour paraprofessionals shall be employed in each high school. English, mathematics, social studies, and science departments in each high school shall have four (4) three-hour paraprofessionals. The paraprofessionals will have their duties defined by the department heads and staff. The one (1) remaining three-hour paraprofessional shall be provided for joint use by the remaining high school departments with their duties to be defined by the principal and staff.

E. Preparation Period--Section 1: (a) The normal teaching load in high school with a six (6) period, fifty-five (55) minutes schedule shall be five (5) teaching periods, one (1) preparation period, and a homeroom. Special education teachers located in high schools shall be provided with a comparable schedule.

(b) High school teachers shall have a four-hundred-forty (440) minute day, which shall be divided as follows: no more than three-hundred (300) minutes in instructional time, at least thirty (30) minutes for duty-free lunch, and no less than one period for individual planning time. The balance of time shall be used for planning time, common and/or individual, supervisory and other related student activities. Special education teachers located in the high schools shall be provided with a comparable schedule.

Section 2: The normal teacher load for high school teachers who are teaching vocational courses approved by the Department of Education shall be in accordance with Section 1 above, with the provision that at least one (1), three (3)-credit vocational course shall be included in their schedule.

Section 3: (a) Teachers in the middle school shall have a four-hundred-forty (440) minute day of which not more than two-hundred-ninety (290) minutes are instructional time; forty-eight (48) minutes of individual planning time; and a duty-free lunch period of not less than thirty (30) minutes. The balance of time shall be used for planning time, common and/or individual, supervisory and other related student activities.

Section 4: (a) Teachers in elementary school grades 1-6 shall be subject to the following schedule: four-hundred-forty (440) minutes per day of which no more than two-hundred-eighty (280) minutes are instructional time; no less than forty-five (45) minutes for planning time, common and/or individual; a duty-free lunch period of not less than thirty (30) minutes. The balance of time shall be used for planning time, common and/or individual, supervisory and other related student activities.

(b) With regard to the planning time for elementary teachers, 1-6, as provided in Section 4 (a) above, such teachers shall have at least thirty-five (35) minutes of individual planning time within each instructional day.

(c) At least five (5) minutes shall be provided between instructional periods for any special subject area teacher providing planning time in grades 1-6.

(d) Teachers in kindergarten shall have a four-hundred-forty (440) minute day, which shall be divided as follows: no more than three-hundred (300) minutes in classroom instruction, at least thirty (30) minutes for duty-free lunch, and thirty-five (35) minutes of planning time to be delivered between the a.m. and p.m. sessions. The balance of time shall be used for planning time, common and/or individual, supervisory and other related student activities.

Section 5: (a) Scheduling for special education teachers housed in McKinley and Edison facilities or any successive facilities thereto shall have a four-hundred-forty (440) minute day, which shall include at least thirty (30) minutes for duty-free lunch, no less than forty-five (45) minutes for planning time, common and/or individual. The balance of time shall be used for classroom instruction, supervisory and other related student activities.

Section 6: Other special education teachers not covered by the above provisions shall have a schedule comparable to the regular classroom teachers in their buildings.

Section 7: No teacher will be assigned a teaching assignment exceeding the teaching load as described in the preceding sections except after full explanation and a review by the principal and with the consent of the individual teacher involved. Teachers assigned a class beyond the normal teaching load will receive an additional .2 of their base salary and no homeroom assignment.

Section 8: Special education teachers presently employed shall continue to receive a \$424.00 stipend. No stipend will be provided for special education teachers contracted after August 15, 1980.

F. Class Coverage--No teacher shall be required to cover another teacher's class unless the teacher is compensated at 1/1000 of the existing Bachelor minimum salary if such assignment is Corporation induced.

G. Paraprofessional Duties--Section 1: The Board will employ paraprofessionals to partially relieve some teachers of duties such as, but not limited to, supervision of study halls, lunchrooms, cafeterias, playgrounds, and similar non-professional responsibilities.

Section 2: Elementary lunch aides will be provided for the express purpose of relieving elementary teachers from lunch supervision. The parties agree that the principal and staff will work together to minimize instructional aide involvement in lunch supervision.

H. Faculty Meetings--Faculty meetings may be scheduled on the first and third Thursdays of each month. These meetings shall be well planned and as brief as possible. Other faculty meetings may be called when and if necessary by giving twenty-four (24) hours notice, except in emergencies.

I. Professional Library--The Board and the Association mutually recognize the importance of continuous use of adequate teaching materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board agrees to initiate and to continue in developing a teacher reference library in each school. All texts, reference books, and materials contained within the school library are available for teachers' use outside the library upon request when classes are not in session or when classes are in session when such arrangements have been made with the librarian.

- J. Teaching Materials--In order to meet the individual needs of all students, the Board will make a continued effort to provide sufficient multi-level and/or multi-text materials as approved and recommended by the Division of Instruction to insure that each pupil in the classroom has adequate materials.
- K. Adequate Teaching Atmosphere--The Board agrees to continue to keep the schools equipped and maintained at such levels so as to insure an effective and adequate teaching and learning atmosphere.
- L. Teaching Facilities--The Board agrees to make available in each school adequate typing, duplicating stencil and mimeograph facilities to aid teachers in the preparation of instructional material. The Board agrees to provide each teacher with adequate material required in daily teaching responsibilities, such as keys, a desk, storage space for instructional materials, lockable space where valuable items may be stored for security, and a copy for individual use of all texts used in each course being taught. The Board further agrees to provide teaching stations for all special subject teachers. When school is not in session, each teacher may be given access to the building for official school business with the approval of the building principal.
- M. Teachers' Lounge--The Board will make every effort to make available in each school in which these facilities are not available adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, and properly ventilated which shall be reserved for use as a faculty lounge in which smoking will be permitted. Vending machines may be installed in the teachers' lounge and teachers' lunchroom areas. A formal request must be made by the building principal to the Assistant Superintendent/Executive Director of Support Services requesting permission to install vending machines. Profits from such machines may be used by the teachers of each school, subject to accounting practices established by the Indiana State Board of Accounts and the extracurricular fund statutes of 1945.
- N. Telephone--Separate private telephone facilities shall be made available to the teachers.

O. Parking--It is agreed that adequate off-street paved parking facilities shall be provided as soon as possible for the exclusive use of teachers. Parking facilities shall be provided in the building plans of all new buildings.

P. Hazardous Conditions--The Board agrees to act promptly to resolve any unsafe or hazardous working condition(s) existing or occurring in or on school property.

Q. Educational Trips--Section 1: Overnight educational trips are subject to approval by the building principal and the superintendent. Proper supervision, transportation, and housing arrangements must be provided.

Daytime educational trips, where transportation must be provided are subject to approval by the building principal and, either the Assistant Superintendent/Director of Elementary School Education or the Assistant Superintendent/Director of Middle/Secondary Education.

Daytime educational trips, where transportation need not be provided (walking trips) are subject to approval by the building principal.

Section 2: Requests for educational trips are to be made on the prescribed Corporation form. The supervision, transportation of, or the responsibility of pupils on educational trips extending beyond the normal school day shall be voluntary on the part of the teacher, and shall only be undertaken upon receipt of written authorization by the principal or supervisor responsible.

Section 3: No student may participate in any educational trip until a signed clearance on the prescribed form has been secured from the parent or guardian.

R. Hall Duty--All teachers shall make every effort to be on hall duty prior to the first class of the day, during passing periods and for five (5) minutes immediately following school dismissal.

S. Cleaning Service--Adequate cleaning services shall be provided for each school so that the atmosphere is one conducive to good education as well as the comfort of both student and teacher.

T. Special Teachers--Elementary teachers shall not be required to be present in their classrooms, except voluntarily, when their classes are being taught by a special teacher.

U. Lesson Plans--All teachers shall have lesson plans, seating charts, and other instructional aids available at all times. Such material must be easily accessible for substitute teachers.

V. Absence During Day--Teachers may leave their assigned building or buildings during the regular school day only after having received permission from the building principal.

W. Mileage--Teachers shall be reimbursed for mileage as authorized in Board Policy No. 7700.

**Article VIII**  
**TEACHER SCHEDULES**

- A. Notification--Teachers shall be notified in writing of their tentative program, schedule or grade level assignment for the ensuing year prior to the close of the school year. In addition, they will be notified of any changes in their tentative program, schedule or grade level assignment for the ensuing year, including the schools to which they will be assigned, as soon as practicable and not later than August 15.
- B. Changes in Schedule--Changes in assignments after August 15 shall be made only in the case of emergency or to prevent undue disruption of the instructional program. As soon as possible the principal shall have a conference with the teacher to discuss the reasons for such change of assignment. The Association president or his/her designee will be notified of all changes made except those due to shifts in enrollment after August 15.
- C. Assignments--In order to assure that students are taught by teachers working within their areas of competency, teachers shall be assigned only in accordance with the regulations of the Indiana Department of Education and provisions of this Agreement, where applicable.
- D. Interschool Travel--In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Travel time between schools shall be exclusive of the duty free lunch period and preparation period. Such teachers shall be notified of any change in their schedules as soon as practicable and not later than August 15.

Article IX  
INSERVICE TRAINING

- A. Inservice Committee--The Board and the Association agree that a need for continuing emphasis on professional growth and inservice training for all professional staff exists within the School Corporation. Such professional growth and inservice training should be predicated toward the goals of: insuring high professional and teaching competency; encouraging teachers toward the attainment of optimum individual self-realization; and the promotion of an alert and progressive educational spirit in the South Bend Community School Corporation. The Inservice Training Committee shall study and review the existing professional growth program in the South Bend Community School Corporation. This committee shall consist of three (3) members appointed by the Association and three (3) members appointed by the superintendent. It is agreed that each party shall select representation to this committee as follows: one (1) member shall be chosen from the elementary, one (1) from the middle school, and one (1) from the senior high school. The committee's activities shall be in accordance with Article XIX of this Agreement.
- B. Inservice Remuneration--All professional employees are encouraged to continue professional growth as outlined in the Policy Book and will be eligible to receive two-hundred-fifty dollars (\$250) payment in the next year's contract on the completion of fifty (50) inservice hours. No more than fifty (50) credit hours may be counted in any one (1) year for inservice credit unless special arrangement is made with the Committee on Inservice Education.
- C. Professional Study Days--The Board authorizes participation by teachers in two (2) professional study days. Teachers shall have the option to utilize the two professional study days to attend the Indiana State Teachers Association's Conference on Instruction, other approved professional meetings, or corporation sponsored staff development activities.
- D. Professional Staff Meetings--During the school year released time may be granted for professional staff meetings with the approval of the superintendent.
- E. Orientation Week--The administration, after consultation with the Inservice Committee, shall designate teacher orientation schedules.



**Article X**  
**VACANCIES, TRANSFERS AND REASSIGNMENTS**

- A. Procedure--Section 1: Beginning December 1 of each school year, the first day of each succeeding month through July 1, and on July 21, the Board shall post in each building and in the Personnel Office a personnel report listing all known vacancies. The July 1 and July 21 posting shall be in the Personnel Office only.

Section 2: The posting shall include teaching, administrative and supervisory positions. Administrative and supervisory positions shall include the salary range. The notices will also include the job descriptions, effective date of vacancy, kind of license determined necessary, information concerning the securing and deadline for filing of the application.

Section 3: Applicants who desire a change in grade and/or subject assignment and/or a transfer to another building for positions resulting from the December-July postings shall request the transfer on the prescribed form, which will be available in the Personnel Office and in all principals' offices. To be considered, all requests for transfer must be submitted within ten (10) school days of the posting. Transfers to positions will not take place until the following year (unless mutually agreed upon by the teacher and administration).

Section 4: At times other than normal postings, a teacher may request a transfer for a specific position.

Section 5: The teacher must accept the transfer requested unless he/she has notified the administration, in writing, of a desire to withdraw the request before the date on which notification of transfer is received by the teacher.

- B. Limitation--No assignment of teachers to a specific position in the school system shall be made until all pending requests for reassignment or transfer to that position have been acted on prior to the next posting of known vacancies.

- C. Criteria--The best educational program results from the selection of a school faculty which is well balanced in terms of the teachers' experience, general background and competence.

Section 1: Selection for vacancies, transfers and reassignments shall be based on the following criteria:

- a. Length of service in the Corporation.
- b. Certification.
- c. In the event the Administration determines that a vacant position or a position subject to reassignment requires qualifications not held by the most senior applicant and are held by a less senior applicant, the administration shall notify the Association of its decision and of the teacher assigned to said vacancy. If the Association objects to the administration's decision, a joint meeting will be held within the next five (5) calendar days. If the Association is not satisfied as a result of said meeting, it will be appealed immediately to the permanent arbitrator in accordance with the procedures set forth in paragraph E.

Section 2: When a reduction in the number of teachers in a school is necessary, to the extent possible, all volunteers shall be transferred (in the event there is more than one [1] volunteer, seniority will prevail), after which transfers will be made on the basis of the above listed criteria in Section 1. Notice of transfer will be given to the teachers concerned as soon as possible.

Section 3: When involuntary transfers are 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. Such preference shall be based on the criteria listed in Section 1.

Section 4: An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. When an involuntary transfer is initiated by the administration, the Assistant Superintendent/Director of Personnel Services will grant the affected teacher an interview at which time the reasons for such transfer will be explained and the Association will be notified of the reasons for such transfer.

Section 5: Teachers shall not be transferred from school to school during a school year except in case of emergency.

- D. August 8 Deadline--Teachers who have requested transfer or reassignment shall be notified on or before August 8 of the administration's action on said transfer or reassignment.
- E. Appeal of Transfers--Section 1: The method of appeal pursuant to C, Criteria, Section 1 (c), shall be as follows:

- a. The permanent arbitrator shall hear the matter within five (5) calendar days of receipt of the appeal.
- b. The arbitrator's decision shall be issued within four (4) calendar days of the close of the hearing. Time limits may be modified by agreement of the parties.
- c. The burden shall be upon the Administration to show that the position requires qualifications not held by the most senior applicant and are held by the less senior applicant.
- d. The decision of the arbitrator shall be final and binding on all parties and may not be appealed through the grievance procedure or in a court of law.
- e. The costs of the arbitration shall be split between the parties.
- f. The assignments of teachers by the administration shall be in effect until such time as determined otherwise by the arbitrator and, in such event, any change made pursuant to the arbitrator's decision shall not take place until the first day of the school year following the arbitrator's decision.
- g. The arbitration shall follow all rules and procedures of the American Arbitration Association.
- h. The parties shall agree upon a procedure for the selection of a panel of permanent arbitrators and the method of selection for the arbitrator who will hear the matter being arbitrated.

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**Article XI**  
**DUE PROCESS AND JUST CAUSE**

- A. Non-Permanent teachers shall be afforded procedural due process as outlined in this Agreement in addition to all rights of non-permanent teachers under state statutes.
- B. Semi-Permanent teachers shall not be non-renewed or dismissed without just cause. In the case of non-renewal or dismissal on grounds of incompetency the semi-permanent teacher carries the burden of proof.
- C. Permanent teachers shall not be non-renewed or dismissed without just cause.
- D. Teachers choosing to appeal non-renewal or dismissal to the Board under state statute waive the right to grieve said non-renewal or dismissal.

**Article XII**  
**SABBATICAL LEAVE**

- A. Purpose--The Board may grant a leave of absence for a period not exceeding one (1) year to a teacher upon written request for a sabbatical leave in accordance with this Article.

This leave shall be for:

- 1) Improvement of professional skills through advanced study at an accredited institution of higher learning, where the teacher will be enrolled as a full time student. Proof of acceptance in graduate school shall accompany application.
- 2) Research in education or a subject field. The teacher will provide a statement of thesis, outline of investigation, and the approach to be taken to support the application.
- 3) Work experience. The teacher will state in some detail how this will improve his/her teaching.
- 4) A teacher exchange program (see Article XIII-G).
- 5) Educational travel. The request for sabbatical leave will include a statement about how this travel will provide the teacher with greater teaching skill.
- 6) Combination of the preceding reasons may be used in lieu of any one plan.

- B. Application Procedure--Section 1: Application forms are available from the principal's office.

Section 2: All applications for sabbatical leave must be submitted to the superintendent on or before February 1 for September leave, and on or before October 1 for second semester leave.

Section 3: At the discretion of the superintendent, shorter notice may be acceptable depending upon the nature of the opportunity or emergency arising.

Section 4: Following receipt of application, the superintendent will forward such requests to the Sabbatical Committee for evaluation. The majority of the teachers on the committee shall be Association members.

Section 5: The number of applications approved in any one (1) year shall not exceed one percent (1%) of the membership of the faculty.

- C. Approval of Leave--Section 1: All approvals for sabbatical leave must be made by the Board upon recommendation by the superintendent.

Section 2: A Sabbatical Committee consisting of three (3) teachers and two (2) administrators will be established to make recommendations to the superintendent. The teachers will be appointed by the Association: one (1) teacher is to represent the elementary grades (K-6), another the middle grades (7-8), and the third the secondary grades (9-12). Teacher membership is for a three (3) year term. Terms are to be staggered. Teacher vacancies are to be filled by the Association. The administrators will be selected by the superintendent.

Section 3: The Sabbatical Committee will rank all applications as follows:

- a. Outstanding
- b. Above average
- c. Average
- d. Other

Section 4: The decision of the Sabbatical Committee shall be made by March 1 for fall and November 1 for spring.

- D. Eligibility--Section 1: Any Master's Degree teacher may be eligible for sabbatical leave after completing the sixth year or more of continuous, active and satisfactory service in the South Bend Community School Corporation. Staff members will not be eligible for a second sabbatical until no less than seven (7) years have passed since their last sabbatical.

Section 2: Substitute work is not recognized in estimating years of continuous service.

Section 3: The health of the applicant will be taken into consideration.

- E. Compensation--Section 1: Any teacher granted sabbatical leave shall be paid at the rate of fifty percent (50%) of the salary the teacher would have normally received as a full time teacher.

Section 2: Any teacher accepting a sabbatical leave must enter into a written contract with the Board in which they pledge to return to the South Bend Community School Corporation for a period equal to the length of the sabbatical leave granted.

Section 3: If a teacher fails to return to regular employment in the South Bend Community School Corporation at the expiration of the sabbatical leave, the teacher shall reimburse the School Corporation for all monies paid to the teacher by the Board for such leave. Such stipulation shall appear in the written contract referred to in Section 2. This provision shall not apply when for physical reasons, or other circumstances beyond the teacher's control, the teacher is incapable of further service. In such a case, the teacher shall submit to the superintendent written statements from two (2) licensed physicians. Procedures to be followed in the event of the death or major disability of the sabbatical scholar would be the same as if the teacher were on active assignment, provided such scholar has previously paid fringe benefit premiums.

Section 4: At the midway point of the leave, the teacher will submit to the Assistant Superintendent/Director of Personnel Services a resume of the progress to date.

F. Placement--Section 1: A teacher, upon return from a sabbatical leave, shall be restored to the same position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the School Corporation during such period.

Section 2: The teacher shall receive a maximum of one (1) year credit for retirement under the rules of the Indiana State Teacher Retirement System.

**Article XIII  
ABSENCES AND LEAVES**

- A. Personal Illness--Section 1: All professional personnel shall be entitled to ten (10) days sick leave each year without loss of pay, such leave to be cumulative. Teachers may use three (3) of their eligible sick days for the purpose of family illness. Teachers shall be given an accounting of their accrued sick leave including unused business days on paycheck stubs.

Section 2: All professional personnel shall be granted two (2) non-accumulative sick leave sessions for summer and evening school employment.

Section 3: Any teacher who is absent for a continuous prolonged period of time because of serious illness or disability (which is not compensable under Worker's Compensation) and who has exhausted his/her sick leave, and who intends to accept the benefits of the salary continuous insurance program, may appeal to the superintendent for an extension of sick leave benefits. Such additional benefits shall not exceed sixty (60) days or extend beyond a contractual school year. All such absences are subject to verification by a physician designated by the Board.

- B. Personal Business--Section 1: Each teacher shall be entitled to three (3) days each year for the transaction of personal business without loss of pay. Personal business days requested immediately preceeding Thanksgiving, Christmas or Spring-recess for the purpose of extending a vacation shall be charged at the rate of two (2) days for every one (1) used. Personal business days may be taken in half-day units. Any unused personal business days shall be credited to the teacher's sick leave accumulation. Application for such personal leave shall be made on the prescribed form as soon as possible and at least twenty-four (24) hours before taking such leave (except in case of emergency). "Personal business" shall be sufficient reason for such request except for days immediately preceeding the vacation periods listed above. The Board shall honor all requests regardless of reasons.

Section 2: Additional leave without pay may be granted by the superintendent.



- C. Family Illness--All teachers shall be entitled to one (1) school day per year in the event of injury, surgery, accident, or illness involving a member of the immediate family. Immediate family shall be construed to mean: spouse, children, parents, and others residing in the same household as the absent employee. Additional days may be requested from the superintendent.
- D. Holiday Deductions--The Board will not deduct sick leave or personal leave for a school holiday, for vacation periods, or when schools are closed.
- E. Bereavement--Section 1: All salary not exceeding five (5) school days will be allowed any certified employee under contract for absence due to the death of a father, mother, brother, sister, wife, husband, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchild or others residing in the same household of the absent employee. Such absence shall be at the time of death or for settlement of the estate.

Section 2: Two (2) days' salary will be allowed for absence due to the death of any other blood relative such as first cousin, aunt, uncle, niece or nephew.

- F. Elected Activities--The Board agrees that teachers designated by the Association will upon request, be granted a leave of absence for one (1) year for the purpose of engaging in Association (state and/or national) elected activities. Such leave may be extended by the superintendent on request.
- G. Exchange Teaching or Peace Corps--Leaves of absence of up to one (1) year will be granted to any teacher who serves as an exchange teacher or joins the Peace Corps and who is a full-time participant in either of such programs. If the teacher has completed five (5) or more consecutive years of service, the teacher may, upon recommendation of the superintendent and with the approval of the Board, be paid for the leave of absence for exchange teaching.

Upon return to the Corporation persons who have been granted leaves of absence for the Peace Corps or exchange teachers in programs under the auspices of the United States government will be considered as if they were actively employed by the board during the period of leave and will be placed on the salary schedule at the level they would have achieved had they not been absent. Credit on the salary

schedule as described herein shall be reflected in the salary schedule published by the South Bend Community School Corporation. Such leaves may be extended by the superintendent on request.

- H. Military Leave--Military leave will be granted to any teacher who is inducted into any branch of the Armed Forces of the United States or who enlists in case of an emergency in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which would have been achieved had the teacher remained actively employed in the system during the period of the absence, up to a maximum of four (4) years.

Full credit for military service will be allowed to all veterans who took the oath of allegiance, served in either combat or non-combat units, and were honorably discharged. A year shall be defined as at least eight (8) months of military service or a combination of military service and school teaching experience occurring between the dates of July 1 and June 30. In no case shall a teacher receive more than the number of years the teacher would have received as a teacher had the career not been delayed or interrupted. The same rules will be followed in case of service in the Red Cross or USO during a period of hostility. Persons serving with the Armed Forces or cooperating auxiliary branches, shall upon honorable discharge or separation be readmitted to teaching in a position comparable to the one surrendered by the individual upon leaving the South Bend Community School Corporation. The teacher shall have up to sixty (60) days after release from active duty to notify the Board of the intent to return to the system. In the event that the veteran's former position is filled and an identical position is not available, then the veteran will be placed in a temporary position until a satisfactory adjustment can be made.

If National Guard or reserve encampment or a period of active training due to emergency situations should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence.

- I. Leaves of Absence for Pregnant Teachers--Section 1: Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sick leave and the following:  
Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy

and one (1) year following the birth of the child, if, except in a medical emergency, she notifies, in writing, the Assistant Superintendent/Director of Personnel at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Assistant Superintendent/Director of Personnel of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.

All or any portion of such leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. After her available sick leave has been used, the teacher may be absent without pay, subject to the above paragraph of this section. This leave may be taken without jeopardy to reemployment, retirement and salary benefits, tenure and seniority rights.

Upon receipt of written notification from the teacher of her intent to return, the Assistant Superintendent/Director of Personnel and the teacher shall determine the exact date upon which she will resume her employment. Prior to the resumption of her teaching duties, the teacher shall provide the Assistant Superintendent/Director of Personnel with a statement of her good health from her physician.

J. Adoptive Leave--Adoptive leave shall be granted for up to a period of one (1) school year. Upon initial application for the adoption, the teacher shall notify the superintendent of his/her intent. The period of leave shall commence when the child is physically turned over to the teacher-parent. Upon return to the school system, the teacher shall be assigned the same or an equivalent teaching position. Upon request of the teacher, leave may be extended for up to one (1) full school year.

K. Family Care Leave--A leave of absence of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused sick leave, will be restored upon return.

- L. Extension of Leave--All requests for extended leave beyond one (1) year will be applied for as soon as possible and granted in writing upon the recommendation of the superintendent.
- M. Superintendent Approved Leave--A leave of absence may be granted to any teacher at the superintendent's discretion.
- N. Professional Growth Leave--A permanent teacher may apply for a leave of absence not to exceed one (1) year for purposes of professional growth. Such application will be directed to the office of the Assistant Superintendent/Director of Personnel Services.
- O. Participation in Insurance Programs--Any teacher on a leave of absence or after accumulated sick leave has been exhausted may participate in the South Bend Community School Corporation's group insurance programs by paying the premiums during the period of leave.
- P. Reassignment--Upon return from any leave, a teacher will be assigned to the same position, if available or, if not, to at least an equivalent position. If a teacher has had a special assignment prior to the leave of absence, every effort will be made to provide the same special assignment or a similar one upon the teacher's return. A new assignment will be based on a conference between the teacher and the Assistant Superintendent/Director of Personnel Services concerning the positions available for which the teacher is qualified.
- Q. Professional Growth Days--Professional growth days in excess of personal leave days as authorized by the law may be granted with no loss of salary by the superintendent.

Section 1: Professional growth days shall be used for the purpose of:

(a) Attending and/or participating in professional meetings relating to professional workshops, seminars or conferences.

(b) Visitation to other South Bend Community School Corporation schools, school corporations or educational institutions for the purpose of observing instructional techniques or other instructionally-oriented programs.

Section 2: The Board will provide expenses such as convention registration, food, lodging and travel related expenses which are related to attendance at such meetings if the teacher has been requested to attend by either the Board or the Superintendent of Schools.

Section 3: Teachers requesting professional growth days shall apply on the prescribed form no less than seven (7) school days before the date of the leave.

Section 4: Money shall be set aside in each school year's budget for the purpose of providing professional growth days for teachers.

- R. School Visitations--Principals may arrange for individual teachers to visit in other schools within or outside the South Bend Community School Corporation. No loss of salary will be incurred if such visitation is approved. A teacher wishing to be excused for a visiting day shall submit a request in duplicate on the prescribed excuse blank to the principal who in turn will forward the request to the Division of Instruction. Individual reports on visiting days should be submitted to the principal who is responsible for the absence of the teacher.
- S. Court Appearance--Any employee not a party to the proceeding who is required by subpoena to appear and testify at any court proceeding or administrative hearing shall be entitled to payment of regular salary for up to, but not exceeding five (5) school days.
- T. Jury Duty--Teachers called for jury duty shall be paid at their normal daily rate during the time they are absent from school for such duty. However, they shall turn in to the Board any remuneration they receive from the courts for serving on such a jury, minus mileage paid to the teacher by the courts.
- U. Religious Holiday Leave--Three (3) days of leave per year shall be granted upon request to a teacher (who is a member of a nationally recognized religious body) for the celebration of a religious holiday when the ritual of observation is required of all its members by a nationally recognized religious body and such observation requires time during the regular school day.

- V. Health Leave--In those instances where a teacher's health warrants it, a health leave shall after five (5) years of service, be granted up to a maximum of one (1) year plus an unfinished year. This leave may be renewed each year upon written request of the teacher.
- W. Paternity--When a child is born to the wife of a male teacher, he shall be granted two (2) days paternity leave with pay.
- X. Study Leave--A leave of absence for up to one (1) year shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university.
- Y. Sick Leave Bank--Section 1: A sick leave bank consisting of two-hundred (200) days a year shall be established by the Board. The bank is to be administered by two (2) administrators to be appointed by the superintendent and four (4) teachers to be appointed by the Association. Teachers who have exhausted their personal leave and sick leave days shall be eligible to apply to the committee for an extension of sick leave benefits. Extension of sick leave shall not be granted beyond the period when a teacher would or could be eligible to receive benefits of the South Bend Community School Corporation's long-term disability program. Unused days in the sick leave bank shall be carried forward to the following year.

Section 2: The Board agrees to place an additional thirty (30) days into the sick leave bank during any school year when the balance of available days provided in Section 1 is exhausted. Any of these unused days shall not be carried forward to the following year.

Section 3: There shall be an additional sixty (60) days available for Association use of which not more than ten (10) days may be used by any one (1) teacher. Any unused days shall be transferred to the sick leave bank.

Article XIV  
SEVERANCE PAY, EARLY RETIREMENT AND RETIREMENT

A. Compensation--Retirement severance pay shall be granted to eligible professional employees who upon their retirement accept the benefits of the Indiana State Teachers Retirement Fund. To be eligible for severance pay, a minimum of twelve (12) years of employment in the South Bend Community School Corporation or schools incorporated in the South Bend Community School Corporation reorganization is necessary. The amount of retirement severance pay will be computed at the rate of one (1) day's pay at the Bachelor base multiplied by the number of years of employment in the South Bend Community School Corporation, and \$9.00 per day for all unused accumulated sick leave.

B. Procedure--In order to be eligible for retirement severance pay, retiring professional employees must meet the following conditions:

Section 1: Submit to the Assistant Superintendent/Director of Personnel Services, on or before May 1 of the year of retirement, a notification, in writing, of intent to retire. When a teacher is forced to retire due to ill health or accident, the Board shall waive the May 1 notification deadline.

Section 2: Meet minimum requirements in the Indiana State Teachers Retirement Fund.

~~REPEALED~~ C. Demise of the Employee--Upon the demise of any employee who was eligible to retire pursuant to the requirements of the Indiana State Teachers Retirement Fund and who had a minimum of twelve (12) years of employment in the South Bend Community School Corporation or schools incorporated in the South Bend Community School Corporation reorganization, the employee's severance pay shall be paid directly in a lump sum to the heirs or personal representative of the deceased.

D. Severance Pay--The added compensation of severance pay shall be paid on the payday following the last day of the teacher's employment.

E. Early Retirement Pay--The Board shall pay early retirement pay to those teachers retiring from the school system subject to the following conditions:

1. No more than thirty (30) years of service in the South Bend Community School Corporation shall be counted in computing the incentive outlined in paragraph G, Section 1.
  2. Teachers must have at least a total of twenty (20) years of service in the South Bend Community School Corporation and be at least fifty-nine (59) years of age to receive the incentive outlined in paragraph G, Section 1.
  3. Teachers must have at least a total of fifteen (15) years of service in the South Bend Community School Corporation and be at least fifty-five (55) years but no older than fifty-nine (59) years of age to receive the incentive outlined in paragraph G, Section 2.
  4. On or before July 1 of the year prior to retirement, teachers retiring shall notify the superintendent in writing of their intention to retire to qualify for the additional compensation. If a teacher is forced to retire because of health reasons, the July 1 date may be waived at the discretion of the Board.
  5. The formula for determining the amount of early retirement pay a teacher shall be entitled to receive is (see paragraph G, Section 1 of this Article).
  6. Payment of the early retirement pay that a teacher shall be entitled to receive shall be made in equal installments added to each check throughout the last year of teaching service.
  7. A deferred payment option for teachers accepting the formula and/or the bonus under this Article may be scheduled into the next calendar year from the date of retirement. Individual teachers accepting this benefit may contribute the maximum retirement contribution to the Indiana State Teachers Retirement Fund from their bonus or formula and defer the balance into the next calendar year. Payment would be made in equal amounts in January and July. Teachers must notify the Personnel Department that they wish to exercise this option at the same time they submit their request for retirement under this Article.
- F. Selection of Plan--Teachers shall not be eligible for both the severance pay and early retirement pay outlined in this Article. Teachers meeting the criteria for severance pay and/or early retirement pay shall have the option to select which benefit to receive.



G. Formula Early Retirement--Section 1: Employees electing to retire shall be entitled to retirement benefits computed as follows:

Final salary x 1/4% (.0025) per year at South Bend Community School Corporation + 15% of the teacher's accumulated sick leave x the appropriate factor from the following table:

59th birthday after August 1 of the current year x 3.0  
 60th birthday after August 1 of the current year x 2.5  
 61st birthday after August 1 of the current year x 2.0  
 62nd birthday after August 1 of the current year x 1.5  
 63rd birthday after August 1 of the current year x 1.0  
 64th birthday after August 1 of the current year x 0.5  
 65th birthday after August 1 of the current year--Final Salary

Example: Teacher with thirty (30) years experience in the South Bend Community School Corporation and salary of \$37,256 with two-hundred-twenty (220) days accumulated sick leave:

\$37,256	\$ 93.14	220	\$ 198.70	daily rate
x .0025	x 30	x .15	x 33	of pay
\$ 93.14	\$2,794.20	33	\$6,539.61	

\$6,539.61 Sick leave  
 \$2,794.20 Years experience  
 \$9,333.81 Amount to be multiplied by the appropriate factor depending on the teacher's age.

\$9,333.81 x multiple (0.5, 1.0, 1.5, 2.0, 2.5, 3.0) = early retirement pay

\$9,333.81 x 3 = \$28,001.43 maximum early retirement pay

Section 2: Employees electing to retire and who have at least a total of fifteen (15) years of service in the South Bend Community School Corporation may elect, subsequent to their 55th birthday and prior to their 59th birthday (after August 1 of the current year), to receive in lieu of the early retirement benefit set forth in Section 1, a lump sum retirement benefit payment of \$10,000.00.

H. Initiating Retirement--Full responsibility for initiating details relative to retirement with the Indiana State Teachers Retirement Fund rests with the individual teacher; however, the Personnel Department will give counsel and assistance.

I. Medical Benefit--The South Bend Community School Corporation shall provide a health care payment of \$63.00 per month on a single monthly plan or \$150.00 per month on a family coverage plan for a period of five (5) years or until age sixty-five (65), whichever comes first.

Section 2: The South Bend Community School Corporation shall provide a health care payment of \$63.00 per month on a single monthly plan or \$150.00 per month on a family coverage plan for a period of ten (10) years or until age sixty-five (65), whichever comes first, provided the individual teacher waives all other sections and benefits of this Article.

Article XV  
PROFESSIONAL CONDUCT AND ACADEMIC FREEDOM

- A. Academic Freedom--Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning people, human society, the physical and biological world, and other branches of learning subject to course of studies in the South Bend Community School Corporation.

Article XVI  
EMERGENCY SCHOOL CLOSING

- A. Emergency Closing--All of the schools and school offices in the South Bend Community School Corporation will be open on all regularly scheduled days unless closed by the superintendent because of an emergency. Such school closing will be announced as early as information concerning the emergency is available.
- B. Remuneration--When a school or schools are officially closed by the superintendent, all certified teachers will be paid.
- C. Travel Difficulties--In the event of an absence resulting from travel difficulties between a teacher's local place of residence and place of employment, the superintendent may waive the salary deduction if the travel difficulties arise from floods, storms or other conditions beyond the control of the employee and if in the judgment of the superintendent the employee has made every reasonable effort to get to the place of employment.
- D. In the event that additional time needs to be scheduled because of school cancellation, the Board and the Association shall mutually agree how such time shall be rescheduled.

Article XVII  
POLITICAL ACTIVITY

- A. Political Action--All employees of the South Bend Community School Corporation shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Indiana as provided by I.C. 20-6.1-6-14; and provided further that such action does not impair their usefulness in their respective capacities.

Article XVIII  
CURRICULUM DEVELOPMENT AND REVISION COMMITTEE

- A. Curriculum Committee--A committee for curriculum development and revision consisting of six (6) members appointed by the Association and six (6) members appointed by the superintendent, and the Assistant Superintendent/Director of Curriculum as chairperson, shall be appointed to participate in decision-making regarding curriculum development, implementation of program, evaluation of program, textbook selection and curriculum revision. Representatives from the Corporation's committees shall systematically review the total program and make recommendations through this committee for further study and suggested improvements. A report of recommendations resulting from such working committees shall be presented to the entire committee for their signatures of endorsement. An explanation of action taken on the recommendation shall be transmitted to the committee.

**Article XIX**  
**EMPLOYMENT PRACTICES**

- A. Appointment--Section 1: To be eligible for appointment as a teacher in the South Bend Community School Corporation one must be eligible for a teaching certificate issued by the State of Indiana. In addition each appointee must have made a special study of the subject or subjects to be taught.

Section 2: The appointment of any person to any type of position shall be solely for the purpose of providing the best available service for the schools.

Section 3: In making selections among several possible candidates, consideration of comparative qualifications to render the best service shall determine each appointment.

Section 4: The Board shall not employ any person to teach who is not eligible to receive proper certification and who has not instituted the necessary procedures to obtain such a certificate from the Licensing Division of the Indiana Department of Education (I.C. 20-6-16-2).

- B. Filling of Vacancies--Section 1: A fully licensed teacher selected to fill the position of a teacher who has resigned, entered military service, or died shall be given a regular contract for the remainder of that year, and shall be paid according to the salary provisions of the South Bend Community School Corporation.

Section 2: In the event no regularly licensed teacher is available to fill the vacancy caused by death, resignation, or entry into the military services of a regular teacher, substitute teachers may fill such vacancies only until a regular teacher is available.

Section 3: The Board shall have the option to guarantee one (1) male and one (1) female physical education teacher in each middle and high school.

Section 4: The Board shall have the option to guarantee one (1) male and one (1) female guidance counselor in each high school.

Section 5: Faculties in each elementary school shall have a black composition within five (5) percentage points of the total percentage of black faculty members in all elementary schools. In no case, would there be less than two (2) full-time black teachers assigned to a building.

Section 6: Faculties in each middle and high school shall have a black composition within five (5) percentage points of the total percentage of black faculty members in all middle and high schools. In no case, would there be less than two (2) full-time black teachers assigned to a building.

Section 7: The Board shall have the option to guarantee one (1) black guidance counselor in each high school.

Section 8: The Board shall have the option to provide one (1) Hispanic counselor and/or Hispanic social worker.

C. Substitutes--Substitutes shall be provided when available, for all classroom teachers, including art, music, and physical education teachers.

D. Summer and Night Employment--Section 1: A tentative schedule of the summer employment positions shall be posted by April 1 of each year. Teachers desiring to obtain one of these positions may apply by stating their qualifications and giving supporting information on forms provided by the office of the superintendent. Such applications shall be received on or before April 15.

Section 2: All appointments to summer and night schools shall be made on the following criteria:

- Certification
- Contribution staff member could make to students
- Opportunity for professional growth of staff member (applicable to voluntary transfer)
- Length of service of staff member in the Corporation

Section 3: Appointees to summer school teaching positions shall be notified on or before May 15. Additional appointees shall be notified as soon as the appointment is made.

Section 4: No teacher shall hold more than one (1) school sponsored summer employment position except in cases of emergencies.

Section 5: (a) Assignments for adult education, night school, and summer school programs will be made by the Board on the basis of preference to teachers possessing regular teaching certificates regularly employed in the South Bend Community School Corporation during the normal school year.



(b) The following criteria shall be used for driver education selection:

1. Driver Education Endorsement
2. Seniority (provided that the applicant meets one of the following requirements):
  - a) Has taught driver education for the Board or a private school approved by the Department of Education within the five (5) years prior to the summer of application; or,
  - b) Has completed the following refresher program offered by the Board:
    - i) One (1) hour of instruction in a car equipped with dual controls.
    - ii) One (1) hour of monitoring the defensive driving classroom instruction given to South Bend Community School Corporation students.
    - iii) A preview of driver education films from an approved list for a minimum of two (2) hours.
3. The Board will provide all necessary facilities, equipment and personnel at no cost to the participants to guarantee those interested an opportunity to complete the refresher program so that they may qualify for appointment in the driver education program.
4. The Board will provide the refresher program each year that the application is made for the course.

Section 6: (a) Due to the variety of beginning dates, applications for positions in the night schools will be made available upon request at the Adult Education Office.

(b) Assignments for adult education and night school programs will be made on the basis of preference to teachers possessing regular teaching certificates, regularly employed in the Corporation during the normal school year.

Section 7: Any teacher employed under the provisions of this section shall be paid in accordance with the state law requiring salary prorated except as provided otherwise in this agreement.

- E. Supplemental Contracts--All summer school teachers, except driver education teachers, shall be issued a Supplemental Service Teachers' Contract. The salary of a teacher who serves on a Supplemental Service Teachers' Contract shall be the same as the salary of a regular teacher on the regular pay schedule in effect in the School Corporation. Part time service on the Supplemental Service Teachers' Contract shall be computed on the basis of six (6) hours as a full day of service. Driver education teachers shall be paid \$20.00 per hour for non-credit courses.

F. Supervision of Student Teachers--Supervision by a teacher of a student teacher shall be voluntary. Compensation for such service shall be the direct responsibility of the teacher and the training institution involved.

G. Physical Examinations--The cost of the following physical examinations will be assumed by the Board:

1. Pre-employment medical examinations.
2. Examination by a physician as a result of a Worker's Compensation claim.

H. Committee Activities--The Discipline Committee, Inservice Committee, and Sabbatical Committee created by the terms of this Agreement shall operate under the following procedures:

1. All teacher committee members on the above committees shall be appointed by the Association.
2. The time for the committee's meetings shall be determined by the committee. Released time will be granted upon approval by the superintendent.
3. The operating procedures, the times of the meetings and the work of the committee shall be reflected in its minutes.
4. The chairperson of the committee shall be elected by the committee.
5. All committee reports will be sent to the superintendent and the Association president.
6. The superintendent, committee chairperson, and Association representative will meet to discuss all final reports.
7. The results of the study shall be submitted to the superintendent for approval.

I. System-Wide Committees--The Association may recommend to the superintendent names of teachers to be considered for system-wide committees.

**Article XX**  
**SCHOOL CALENDAR**

A. Legal School Year--The legal school year as established by the State of Indiana is July 1 through June 30 of the following year.

B. Regular School Year--Section 1: The regular school year for the South Bend Community School Corporation for 1989-90 shall begin and terminate on the following dates:

August 24, 1989 to June 7, 1990

Section 2: The regular school year for the South Bend Community School Corporation for 1990-91 shall begin and terminate on the following dates:

August 22, 1990 to June 6, 1991

C. Prorated Pay--A teacher contracted to start after the first day of the school year will be contracted for the number of teaching days remaining in that school year at the teacher's daily rate.

D. Vacation Days--Section 1: The 1989-90 calendar shall observe the following vacation days for students and teachers:

Labor Day, September 4, 1989

Thanksgiving Recess, November 23 and 24, 1989

Winter Recess, December 25, 1989 to January 8, 1990

Martin Luther King Day, January 15, 1990

Presidents' Day, February 19, 1990

Spring Recess, April 2, 1990 to April 9, 1990

Good Friday, April 13, 1990 (noon dismissal)

Memorial Day, May 28, 1990

Section 2: The 1990-91 calendar shall observe the following vacation days for students and teachers:

Labor Day, September 3, 1990  
Thanksgiving Recess, November 22 and 23, 1990  
Winter Recess, December 24, 1990 to January 7, 1991  
Martin Luther King Day, January 21, 1991  
Presidents' Day, February 18, 1991  
Good Friday (noon dismissal), March 29, 1991  
Spring Recess, April 1, 1991 to April 8, 1991  
Memorial Day, May 27, 1991

E. Professional Days--The calendar shall include the following days for teachers' professional meetings and activities. These days shall be vacation days for students:

- a) Orientation Activities--August 23, 1989
- b) Orientation Activities--August 22, 1990
- c) Friday for a Professional Study Day for attendance at ISTA Conference on Instruction, other approved professional meetings, or corporation-sponsored staff development activities.
- d) The last one and one-half (1-1/2) days of the first semester and the last one (1) day of the second semester shall be used by the elementary and middle school teachers for the purpose of grading and recording grades.
- e) The last one and one-half (1-1/2) days of the first semester and the last two and one-half (2-1/2) days of the second semester shall be used by high school teachers for the purpose of grading and recording grades.

F. Election Days--Schools shall be dismissed according to state statute on the days of the primary and general elections.

G. Calendar Appointments--For the term of this Agreement, the school calendar shall be as set forth in Appendix III.

Article XXI  
INSURANCE

A. Comprehensive Major Medical--Section 1: The Board will provide for all teachers either a fully paid single or family membership (one family membership will be provided when the spouse is also employed by the South Bend Community School Corporation) in a Blue Cross/Blue Shield comprehensive major medical insurance program which contains the following cost containment provisions:

- ° Out-patient Surgery
- ° Mandatory Pre-admissions Testing
- ° Medical Underwriting for New Employees
- ° Mandatory Second Opinion Surgery
- ° Ambulatory Surgery
- ° Inpatient Concurrent Review

Cost containment will be delivered by participation under Cost Guard or the Preferred Provider provision of the insurance contract at the employee's option.

Section 2: Coverage for the comprehensive major medical insurance program will contain a \$100 annual deductible for each single membership and a \$200 annual family aggregate deductible. Each membership will be subject to a 90/10 coinsurance payment to a limit of \$2,500. The insurance carrier will pay 100% of all claims in excess of the annual deductible and coinsurance amount to a lifetime maximum of \$1,000,000.

Section 3: The Blue Cross/Blue Shield comprehensive major medical insurance program coverage and exceptions shall be set forth in a brochure and made available to all participants.

Section 4: Upon the death of an active or retired teacher, the spouse shall be eligible to continue the insurance offered by the South Bend Community School Corporation at the spouse's expense under the following conditions. The surviving spouse's eligibility ends when:

- (a) the spouse becomes eligible for Medicare coverage as prescribed by law;
- (b) the spouse remarries;
- (c) the spouse dies; or
- (d) the group insurance coverage has been cancelled.

Section 5: A change in the insurance carrier may occur at any time upon mutual agreement of the parties.

B. Life Insurance--The Board will provide a fully paid term life insurance policy in the amount of \$50,000 (fifty-thousand) (\$100,000 [one-hundred-thousand] accidental death) for each teacher employed by the South Bend Community School Corporation. The carrier for said insurance shall be selected by mutual agreement between the Association and the Board.

C. Long-Term Disability--The Board will assume the cost of a salary continuance program for teacher long-term disability which will provide, subject to the terms of the non-duplication offset provision of the policy (social security, early retirement, etc.) 60% (sixty percent) of salary with a \$2,000 (two thousand) per month maximum to age sixty-five (65) after a six (6) month waiting period (see policy).

D. Liability Professional & Auto--The Board shall purchase the type and amount of insurance necessary to protect itself as a corporate body, its individual members, its appointed officers, and its employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental injury to any person or in property damage within or without the school buildings while the above named insured are acting in the discharge of their duties within the scope of their employment and/or under the direction of the Board. Insurance coverage for claims, suits or judgments against teachers arising out of the operation by teachers of motor vehicles not owned by the Corporation shall be limited to coverage for such claims, suits or judgment which exceed the insurance coverage available under policies owned by teachers individually and which provide coverage over such claims, suits or judgments.

E. Dental--Section 1: The Board will provide a dental insurance plan that will provide the following coverage:

A plan with a \$1,500 (one thousand five hundred dollars) maximum annual benefit. Coverage to be as follows:

Insurance pays:

- 100% Diagnostic, preventive.....no deductible
- 80% Oral surgery, endodontia, periodontia....\$50 deductible  
(fifty dollars)
- 50% Crowns, fixed bridges, dentures.....\$50 deductible  
(fifty dollars)
- 50% Orthodontia to a lifetime maximum of.....\$750  
(seven hundred fifty dollars)  
(Life maximum to age 19)

Section 2: The Board will pay 100% of the single monthly premium or \$35.00 (thirty-five dollars)(whichever is less) and 100% of the family monthly premium or \$35.00 (thirty-five dollars)(whichever is less) on the above plan. The Board and the Association will mutually agree on the carrier for this plan.

(b) Effective August 15, 1990, the Board will pay 100% of the single monthly premium or \$40.00 (forty dollars) (whichever is less) and 100% of the family monthly premium or \$40.00 (forty dollars) (whichever is less) on the above plan. The Board and the Association will mutually agree on the carrier for this plan.

F. Worker's Compensation--The Board shall provide Worker's Compensation insurance to all teachers of the South Bend Community School Corporation.

G. Tax Deferred Annuities--The Board shall make available to all teachers the opportunity to participate in the tax deferred (sheltered) annuity programs of American United Life Insurance Company, the Travelers Insurance Company, the Horace Mann Insurance Company, the American Fidelity Insurance Company, Manufacturers Life Insurance Company, the Lincoln Life Insurance Company, and any company not listed in Section G of this article based on the following conditions:

- a. Said company has at least twenty-five (25) written applications for annuity deductions.
- b. No more than four (4) new companies will be added with the first four (4) submitting the required number being selected.

H. Insurance Committee--The Board and the Association agree that insurance protection for all teachers of the South Bend Community School Corporation is important to the morale and general well-being of the teachers. It is further agreed that maximum insurance coverage and benefits allowable per minimum investment shall be a goal of the Board and the Association. The present insurance committee shall continue to study all existing insurance plans provided by or made available by the Board to all employees of the South Bend Community School Corporation and make recommendations for improvements of existing benefits.

Any teacher appointed to the insurance committee will be appointed by the superintendent from members of the Association.

I. Insurance for Retired Teachers--The Board shall provide for participation in all contract insurance plans for all teachers who retire and accept the benefits of the Indiana State Teachers Retirement Fund. All retired teachers shall have life insurance of \$5,000 (five thousand dollars) granted at the cost of the Board.

J. Section 125--The benefits provided by Section 125 of the Revenue Act shall be made available to any bargaining unit member so requesting. The employer and the employee shall share equally in the cost of participation. The Board agrees to provide the payroll deduction upon receipt of the prescribed authorization form. The company selected to administer this program shall be by mutual agreement of the Association and the Board.



Article XXII  
PROFESSIONAL COMPENSATION

- A. Basic Salaries--The basic salaries of teachers covered by this Agreement are set forth in Appendix I which is attached to, and incorporated in, this Agreement.
- B. Military Credit--Credit will be given for each year of military service up to a maximum of four (4) years. A minimum of eight (8) months military service is necessary to qualify for a year of service. (Rule 94, 1948, Department of Education)
- C. Reclassification--Reclassification will be made two (2) times a year. Teachers interested in reclassification should inform the Personnel Department by letter by April 15 for reclassification for the fall semester. To be eligible for reclassification, a transcript of credits with the official seal from a university or college verifying the request for reclassification should accompany the letter (or be submitted separately to the Assistant Superintendent/Director of Personnel Services as soon as it is available). In unusual cases where summer school work has made reclassification possible, the teacher should notify the Assistant Superintendent/Director of Personnel Services by letter on or before August 15. Reclassification for the second semester must be requested as above no later than thirty (30) days prior to the beginning of the second semester.
- D. Teaching Licenses--The individual teacher is responsible for seeing that licenses are correct and renewed when due, but the Personnel Office will give assistance as needed. As soon as the certificate is received, it must be brought to the Personnel Office for registration and recording. After the record has been made, the certificate will be returned to the teacher.
- E. Salary Adjustments--The salary of each teacher will be presumed correct as shown on the Uniform Teacher's Contract unless the teacher or Assistant Superintendent/Director of Personnel furnishes evidence of error.
- F. Extra Pay Schedule--Extra pay for special services will be set forth in Appendix II which is attached to, and incorporated in, this Agreement.
- G. Daily Deduction--Deductions for school year personnel for daily absences not covered by provisions listed shall be made at the rate of 1/188 of the contracted salary.

H. Equal Pays--Teachers will be paid in twenty-six (26) equal gross pay checks in accordance with the payday schedule, Section M.

I. Payroll Deductions--Payroll deductions for teachers are limited to the following items in addition to those deductions permitted by law, upon appropriate written authorization from the teacher:

- ° Blue Cross/Blue Shield Insurance
- ° Prudential Insurance
- ° Teachers Credit Union
- ° Annuities
- ° United Fund
- ° U.S. Savings Bonds
- ° Any other plans or programs jointly approved by the Association and the Board.

J. Direct Deposit--The Board agrees to provide direct deposit service to the following designated financial institutions. Teachers may select one of the financial institutions listed below for direct deposit purposes by submitting the written authorization form which must be obtained from the selected banking institution.

- ° 1st Interstate Bank
- ° 1st Source Bank
- ° Trustcorp
- ° Teachers Credit Union
- ° Valley American Bank

K. Deductions for Absences--Deductions for certified personnel for daily absence not covered by provisions listed shall be made at the daily rate of the contracted salary.

L. Credit for Outside Teaching Experience--All Teachers shall receive full credit on the salary schedule for outside teaching experience. No teacher shall be employed in excess of credit authorized by this schedule. The Assistant Superintendent/Director of Personnel shall evaluate the experience of all teachers who have had teaching experience outside the Corporation. Full credit for outside teaching experience shall be given for salary computation providing such experience has been comparable to the kind and type of teaching done in the South Bend Community Schools. If teaching experience is accepted by the Indiana State Teachers Retirement Fund, it shall be accepted by the Corporation. To receive credit for a full year of

teaching experience on the South Bend Community School Corporation pay schedule and to be eligible for a full increment the succeeding year, a teacher must teach at least 120 school days of any school year.

M. Payday Schedule--Section 1: The 1989-90 payday schedule shall be as follows:

1989	1990
September 8	January 2*
September 22	January 5*
October 6	January 19
October 20	February 2
November 3	February 16
November 17	March 2
December 1	March 16
December 15	March 30
	April 12 (Thursday)
	April 27
	May 11
	May 25
	June 1
June, 1990	Summer, 1990
June 7, 3 checks	June 15, 1 check*
June 15, 2 checks*	July 13, 2 checks*
	August 10, 2 checks*

Section 2: The 1990-91 payday schedule shall be as follows:

1990	1991
September 7	January 2* (Wednesday)
September 21	January 4*
October 5	January 18
October 19	February 1
November 2	February 15
November 16	March 1
November 30	March 15
December 14	March 28
	April 12
	April 26
	May 10
	May 24
	May 31

June, 1991

June 6, 3 checks

June 14, 2 checks\* -----

Summer, 1991

June 14, 1 check\*

July 12, 2 checks\*

August 9, 2 checks\*

\* Mailed

Section 3: Teachers may elect to receive their final checks on a June schedule or a summer schedule.

Article XXIII  
REDUCTION IN FORCE-RECALL

Section 1: In the event of a Board decision for a reduction in force within the bargaining unit or recall after such reduction, the following criteria shall govern: Certification and Seniority.

Section 2: Seniority is defined as the teacher's length of continuous service from his/her beginning date of last employment in the South Bend Community School Corporation. Approved leaves of absence shall be considered as continuous service. A teacher who has had his/her period of service in the School Corporation broken after having attained permanent status shall have seniority determined by totaling the actual years of service in the South Bend Community School Corporation.

Teachers will earn seniority for each school year employed as follows:

- a. 0 to 59 teacher work days..... = 0 years
- b. 60 to 119 teacher work days..... = 0.5 years
- c. 120 and over teacher work days..... = 1 year

Layoff shall not constitute a break in service.

Section 3: When two (2) or more teachers have the same length of service, the teacher having the greater amount of total teaching experience shall be considered senior. If two (2) or more teachers have the same total years experience, then the teacher with the earliest birthdate shall be considered senior.

Section 4: -- One (1) Corporation-wide seniority list based on service with the Corporation shall be established. This list shall contain the names, area(s) of certification and years of service for all teachers on a regular teacher contract, including teachers on official leaves of absence. The initial seniority list shall be posted on or before December 1 in each faculty lounge, and will be made available to each teacher who requests a copy thereof.

Teachers shall have a period of forty-five (45) calendar days to file exceptions to their placement on the seniority list. Such exceptions must be filed in writing with the Assistant Superintendent/Director of Personnel. No exception shall be accepted which has not been filed within this time period. The final seniority list with all adjustments shall be posted in each faculty lounge between January 15 and February 1. This list shall be updated and posted annually.

Section 5: A teacher whose current assignment is not available due to a reduction in force shall displace the least senior teacher in his/her area(s) of certification. If the least senior is not in his/her area of classification the teacher shall have the option to displace the least senior teacher in his/her classification. Classification for purposes of this Article shall be elementary, middle school or high school.

Section 6: Teachers who have been laid off shall be recalled in order of seniority based on the final seniority list issued between January 15 and February 1.

Section 7: Any teacher holding a regular teacher contract who is laid off shall have one (1) of the following options:

Option A. Using the teacher seniority list, the School Corporation shall offer a regular teacher contract to the twelve (12) most senior teachers on said list to perform permanent substituting for the School Corporation. Should one (1) or more of twelve (12) most senior laid off teachers refuse this option, the Corporation shall continue down the seniority list until the twelve (12) regular contracted permanent substitute positions are filled.

Option B. Any laid off teacher not accepting Option A, or any laid off teacher not having Option A available shall be offered a daily substitute position, if available, according to seniority and certification at the rate of \$40 (forty dollars) per day. Teachers remain eligible for such preference only as long as they accept available positions; however, each teacher shall be granted fifteen (15) refusals per school year.

Section 8: A teacher on layoff shall remain on the recall list for four (4) years, so long as he/she expresses his/her desire to do so to the Board each year by May 1 in writing, except as follows:

- a. Until removed at the employee's request.
- b. Until the employee has refused two (2) different recalls for employment to a regular teacher contract.

A teacher accepting a recall to a regular teacher contract must report to work within twenty-one (21) calendar days after receipt of a written notice of recall. The written notice of recall shall be given by the Board by registered or certified mail, addressed to the employee at his/her last address appearing on the records of the Board. An employee who is employed in another school corporation at the time of recall shall be allowed to complete his/her contractual obligation before returning. In the event a teacher cannot return due to a contractual obligation, the position will be filled by a certified teacher on a temporary contract.

Section 9: Those employees properly issued temporary contracts under state statute shall not be covered by the provisions of this Article.

**Article XXIV**  
**BOARD'S RIGHTS**

- A. Board's Rights--The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public, the administrative organization of the South Bend Community School Corporation, all the operations and activities of the South Bend Community School Corporation to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, subject, however, to all the laws of the State of Indiana governing the operation of the South Bend Community School Corporation. Except as expressly and specifically limited or restricted by the provisions of this Agreement, and to that extent only, the Board reserves and retains any and all rights and prerequisites which it has under the law of the State of Indiana covering the operation of the South Bend Community School Corporation whether or not such rights have been exercised by the Board in the past.
- B. Alteration in Budget--It is agreed that any item which would necessitate alteration in the approved school budget shall not be grievable.



**Article XXV**  
**EFFECT OF AGREEMENT**

- A. Mutual Agreement--The parties mutually agree that the terms and conditions set forth in this Agreement represent the understanding and commitment between the parties. Alterations or changes in this contract can be made only through the mutual consent of the parties.
- B. Savings Clause--Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.
- C. Effect of Agreement--This Agreement shall supersede any rules, regulations, or practices by the Board which shall be contrary to or inconsistent with terms contained within this Agreement. All teachers shall continue to sign a regular teacher's contract prescribed by the State Superintendent of Education, the terms of which shall be made expressly subject, where applicable, to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Shared Printing Cost--Upon ratification of this Agreement by the parties, such Agreement shall be printed in its entirety for distribution to all teachers. The Association and the Board agree to jointly prepare the final text of the ratified Agreement for printing. The printing expenses shall be shared equally by the Board and the Association. Distribution to teachers will be made by the Association.

\*eot

Article XXVI  
DURATION OF AGREEMENT

This Agreement shall be effective as of August 15, 1989, and shall not be extended orally, and it is expressly understood it shall expire on August 15, 1991.

The parties agree that negotiations will not be reopened on any item contained herein during the life of this Agreement.

Between January 1 and February 15, 1991, the parties shall initiate negotiations for the purpose of entering into a successor agreement.

This Agreement is made and entered into at South Bend, Indiana on this 12th day of August, 1989, by and between the South Bend Community School Corporation, County of St. Joseph, State of Indiana, party of the first part heretofore referred to as the Board, and the National Education Association--South Bend, affiliated with the Indiana State Teachers Association, party of the second part, heretofore referred to as the Association. This Agreement is so attested to by the parties whose signatures appear below.

National Education Association-  
South Bend

South Bend Board of School  
Trustees

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary, Negotiating Committee

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson,  
Negotiating Committee

\_\_\_\_\_  
Superintendent

MEMORANDUM OF UNDERSTANDING

It is expressly understood between the National Education Association-South Bend and the South Bend Community School Corporation that the terms and conditions of this Memorandum of Understanding shall be binding upon both parties.

Section 1: The Association and the Board agree that a separate committee shall be established to review the following issue:

Minority Recruitment.

Section 2: The committee shall operate under the following guidelines:

- a. Membership--The committee will consist of six (6) members, three (3) representing teachers and three (3) representing the administration. One (1) teacher and one (1) administrative representative will serve as co-chairpersons of the committee. The Board shall appoint three (3) members representing the administration, and NEA-South Bend shall appoint three (3) members representing the teachers.
- b. Report--The committee will report to the administrative and teacher bargaining teams not later than January 31, 1990, to be considered for inclusion in the Professional Agreement and, if agreed upon, it will become effective for the 1990-91 school year or at a later agreed upon date.
- c. Release Time--Teacher representatives on the committee will be provided release time, as necessary, to complete the committee's functions.
- d. Expenses--The Board will provide reasonable expenses and clerical support for the committee as deemed necessary by the co-chairpersons.

\_\_\_\_\_  
For the Administration

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING

It is expressly understood between the National Education Association-South Bend and the South Bend Community School Corporation that the terms and conditions of this Memorandum of Understanding shall be binding upon both parties.

Section 1: The Association and the Board agree that a separate committee shall be established to review the following issue:

Teacher Evaluation

Section 2: The committee shall operate under the following guidelines:

- a. Membership--The committee will consist of six (6) members, three (3) representing teachers and three (3) representing the administration. One (1) teacher and one (1) administrative representative will serve as co-chairpersons of the committee. The Board shall appoint three (3) members representing the administration, and NEA-South Bend shall appoint three (3) members representing the teachers.
- b. Report--The committee will report to the administrative and teacher bargaining teams not later than January 31, 1990 to be considered for inclusion in the Professional Agreement and, if agreed upon, it will become effective for the 1990-91 school year or at a later agreed upon date.
- c. Release Time--Teacher representatives on the committee will be provided release time, as necessary, to complete the committee's functions.
- d. Expenses--The Board will provide reasonable expenses and clerical support for the committee as deemed necessary by the co-chairpersons.

\_\_\_\_\_  
For the Administration

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX I  
SALARY

All teachers under contract shall be classified as follows:

Class VII. Those who have earned a Doctor's Degree from a college or university approved by the North Central Association of Colleges or an equivalent association.

Class VI. Those who have earned thirty (30) semester hours on the graduate level and on an approved Doctoral program beyond the Master's Degree in a college or university approved by the North Central Association of Colleges or an equivalent association. Those who have also earned thirty (30) semester hours of graduate credit in their field beyond the Master's Degree in a college or university approved by the North Central Association of Colleges or an equivalent association. This work is to be evaluated by a committee appointed by the Superintendent of Schools.

Class V + 15. Those who have earned a Master's Degree plus fifteen (15) semester hours on the graduate level.

Class V. Those who have earned a Master's Degree from a college or university approved by the North Central Association of Colleges or an equivalent association.

Class IV. Those who are graduates of a college or university approved by the North Central Association of Colleges or an equivalent association.

SOUTH BEND COMMUNITY SCHOOL CORPORATION  
1989-90 SALARY SCHEDULE

<u>Years</u>	<u>B.S.</u>	<u>M.S.</u>	<u>M.S. + 15</u>	<u>M.S. + 30</u>	<u>Doctorate</u>
0	19,204	20,740	21,508	22,277	23,813
1	19,972	21,508	22,277	23,045	24,581
2	20,740	22,277	23,045	23,813	25,349
3	21,508	23,045	23,813	24,581	26,117
4	22,277	23,813	24,581	25,349	26,886
5	23,045	25,349	26,117	26,886	28,422
6	23,813	26,117	26,886	27,654	29,190
7	24,581	26,886	27,654	28,422	29,958
8	25,349	27,654	28,422	29,190	30,726
9	26,117	28,422	29,190	29,958	31,495
10	26,886	29,958	30,726	31,495	33,031
11	27,654	30,726	31,495	32,263	33,799
12	28,422	31,495	32,263	33,031	34,567
13	29,190	32,263	33,031	33,799	35,335
14	30,150	33,031	33,799	34,567	36,104
15		33,799	34,567	35,335	37,640
16		37,256	38,024	38,792	42,057

SOUTH BEND COMMUNITY SCHOOL CORPORATION  
INDEX  
1989-90

<u>Years</u>	<u>B.S.</u>	<u>M.S.</u>	<u>M.S. + 15</u>	<u>M.S. + 30</u>	<u>Doctorate</u>
0	1.00	1.08	1.12	1.16	1.24
1	1.04	1.12	1.16	1.20	1.28
2	1.08	1.16	1.20	1.24	1.32
3	1.12	1.20	1.24	1.28	1.36
4	1.16	1.24	1.28	1.32	1.40
5	1.20	1.32	1.36	1.40	1.48
6	1.24	1.36	1.40	1.44	1.52
7	1.28	1.40	1.44	1.48	1.56
8	1.32	1.44	1.48	1.52	1.60
9	1.36	1.48	1.52	1.56	1.64
10	1.40	1.56	1.60	1.64	1.72
11	1.44	1.60	1.64	1.68	1.76
12	1.48	1.64	1.68	1.72	1.80
13	1.52	1.68	1.72	1.76	1.84
14	1.57	1.72	1.76	1.80	1.88
15		1.76	1.80	1.84	1.96
16		1.80	1.84	1.88	2.00
17		1.84	1.88	1.92	2.04
18		1.94	1.98	2.02	2.19

SOUTH BEND COMMUNITY SCHOOL CORPORATION  
1990-91 SALARY SCHEDULE

<u>Years</u>	<u>B.S.</u>	<u>M.S.</u>	<u>M.S.</u> <u>+ 15</u>	<u>M.S.</u> <u>+ 30</u>	<u>Doctorate</u>
0	20,254	21,874	22,684	23,495	25,115
1	21,064	22,684	23,495	24,305	25,925
2	21,874	23,495	24,305	25,115	26,735
3	22,684	24,305	25,115	25,925	27,545
4	23,495	25,114	25,925	26,735	28,356
5	24,305	26,735	27,545	28,356	29,976
6	25,115	27,545	28,356	29,166	30,786
7	25,925	28,356	29,166	29,976	31,596
8	26,735	29,166	29,976	30,786	32,406
9	27,545	29,976	30,786	31,596	33,217
10	28,356	31,596	32,406	33,217	34,837
11	29,166	32,406	33,217	34,027	35,647
12	29,976	33,217	34,027	34,837	36,457
13	30,786	34,027	34,837	35,647	37,267
14	31,799	34,837	35,647	36,457	38,078
15		35,647	36,457	37,267	39,698
16		39,293	40,103	40,913	44,356



SOUTH BEND COMMUNITY SCHOOL CORPORATION  
INDEX  
1990-91

<u>Years</u>	<u>B.S.</u>	<u>M.S.</u>	<u>M.S. + 15</u>	<u>M.S. + 30</u>	<u>Doctorate</u>
0	1.00	1.08	1.12	1.16	1.24
1	1.04	1.12	1.16	1.20	1.28
2	1.08	1.16	1.20	1.24	1.32
3	1.12	1.20	1.24	1.28	1.36
4	1.16	1.24	1.28	1.32	1.40
5	1.20	1.32	1.36	1.40	1.48
6	1.24	1.36	1.40	1.44	1.52
7	1.28	1.40	1.44	1.48	1.56
8	1.32	1.44	1.48	1.52	1.60
9	1.36	1.48	1.52	1.56	1.64
10	1.40	1.56	1.60	1.64	1.72
11	1.44	1.60	1.64	1.68	1.76
12	1.48	1.64	1.68	1.72	1.80
13	1.52	1.68	1.72	1.76	1.84
14	1.57	1.72	1.76	1.80	1.88
15		1.76	1.80	1.84	1.96
16		1.94	1.98	2.02	2.19

APPENDIX II  
EXTRA PAY FOR SPECIAL SERVICES  
1989-90

Section 1: Teachers performing extra duties as "special services" shall be compensated according to the following schedule. These amounts are for extra duties in addition to a regular teaching load. All assignments to positions on the schedule shall be for a period of the school year. Such assignments are normally limited to two (2) per teacher. Vacancies shall be posted for informational purposes to the staff.

Section 2: The extra pay schedule is indexed to the BS base.

Category A: INDEX

ATHLETICS

Sponsors

Activities/Sports Coordinator (MS)	.1069
Assistant Activities Leader (ES)	.0216
Boys' Intramural Director (HS)	.0216
Fall/Spring Activities Leader (ES)	.0324
Sports Club Sponsor (HS)	.0539
Sports Club Sponsor (MS)	.0539

Baseball

*Baseball Coach (HS)	.1400
Assistant Baseball (HS)	.0581
Baseball Coach (9th)	.0539
Baseball Coach (MS)	.0431

Basketball

*Boys' Head Basketball (HS) (one additional preparation period)	.2620
Boys' Assistant Basketball (HS)	.1259
Boys' Head Basketball (9th)	.1259
Boys' Assistant Basketball (9th)	.0539
*Boys' Head Basketball (MS)	.0755
Boys' Assistant Basketball (MS)	.0450
Boys' Basketball (ES)	.0431
*Girls' Head Basketball (HS)	.1900
Girls' Assistant Basketball (HS)	.1069
Girls' Basketball (9th)	.1069
Girls' Head Basketball (MS)	.0755
*Girls' Assistant Basketball (MS)	.0450
Girls' Basketball (ES)	.0431

ATHLETICS (cont.)Cheerleaders

Cheerleader Sponsor (HS)	.0751
Cheerleader Sponsor (MS)	.0324
Pom Pon Sponsor (HS)	.0581

Coach

Part-Time Assistant Coach	.0250
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Cross Country

Boys' Cross Country (HS)	.0581
Girls' Cross Country, (HS)	.0581
Boys'/Girls' Cross Country, (HS)	.1162
Boys'/Girls' Cross Country, (MS)	.0431

Football

★ Head Football (HS)	.2620
(one additional preparation period, 1st semester)	
Assistant Football (HS)	.1259
Head Football (9th)	.1259
Assistant Football (9th)	.1259
★ Head Football (MS)	.0610
Assistant Football (MS)	.0431
Assistant Football (MS)(More than 40 players)	.0431
Flag Football (MS)	.0431
Football Coordinator (MS)	.0324

Golf

Golf Coach (HS)	.0581
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Gymnastics

Boys' Gymnastic Coach (HS)	.0755
Girls' Gymnastic Coach (HS)	.0755

Soccer

Soccer Coach (HS)	.1095
Assistant Soccer (HS)	.0581
Soccer Coach (MS)	.0450

INDEXSoftball

*Softball Coach (HS)	.1259
Girls' Softball Coach (HS)	.0755
Assistant Softball (HS)	.0581

ATHLETICS (cont.)Swimming

Boys' Swimming Coach (HS)	.1400
Boys' Assistant Swimming Coach (HS)	.0650
Girls' Swimming Coach (HS)	.1400
Girls' Assistant Swimming Coach (HS)	.0650

Tennis

Boys' Tennis Coach (HS)	.0539
Girls' Tennis Coach (HS)	.0539

Track

Boys' Track Coach (HS)	.1400
Boys' Assistant Track Coach (HS)	.0581
Boys' Track Coach (9th)	.0581
Boys' Track Coach (MS)	.0431
Girls' Track Coach (HS)	.1400
Girls' Assistant Track Coach (HS)	.0581
Girls' Track Coach (9th)	.0581
Girls' Track Coach (MS)	.0431

Volleyball

*Volleyball Coach (HS)	.1400
Assistant Volleyball Coach (HS)	.0581
Girls' Volleyball Coach (9th)	.0539
Girls' Head Volleyball Coach (MS)	.0584
Girls' Assistant Volleyball Coach (MS)	.0324
Elementary Volleyball	.0431

Wrestling

Wrestling Coach (HS)	.1400
Assistant Wrestling Coach (HS)	.0581
Wrestling Coach (9th)	.0539
Wrestling Coach (MS)	.0431



830705

SEPTEMBER 04, 1989

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 1220-0601  
Approval Expires 1/31/90

JAN 19 1990



Superintendent  
South Bend Indiana Community School  
Corporation  
227 West Jefferson Boulevard  
South Bend , IN. 46601

PREVIOUS AGREEMENT EXPIRED  
AUGUST 15, 1989

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

South Bend In Comm Sch Corp teachers

WITH EDUCATION ASSOCIATION; NATION  
INDIANA

Would you please send us a copy of your current agreement--with any supplements (e.g., employee benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction of public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print)*

1. Approximate number of employees involved 1368
2. Number and location of establishments covered by agreement See attached
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date 12/31/91

Ralph Komasinski 219-282-4000  
 Your Name and Position Dpty. Supt. Administration Area Code/Telephone Number  
635 S. Main Street South Bend, IN 46601  
 Address City/State/ZIP Code