

MASTER AGREEMENT
BETWEEN
THE
BATESVILLE EDUCATORS ASSOCIATION
AND THE
BATESVILLE COMMUNITY SCHOOL CORPORATION

2008 - 2009

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**ARTICLE I
RECOGNITION**

The school employer recognizes the Batesville Educators Association as the exclusive representative of certificated school employees in the following bargaining unit:

All full-time certificated employees of the Batesville Community School Corporation, with the exception of the following positions:

Superintendent, Assistant Superintendent for Curriculum and Instruction, Principals, Assistant/Associate Principals, Athletic Director, Head Football Coach, Head Basketball Coach, Director of Maintenance, Director of Transportation and employees who are not full-time as defined by the Indiana Education Employment Relations Board.

**ARTICLE II
DEFINITIONS**

A. As used in this Contract:

- 1. "Board" or "school employer" means the Board of School Trustees of the Batesville Community School Corporation and any person(s) authorized to act for said body in dealing with its employees.**
- 2. "School Corporation" means the Batesville Community School Corporation of the Counties of Ripley and Franklin of the State of Indiana.**
- 3. "Certificated school employees" and "teacher(s)" mean the certificated personnel employed by the school employer in the bargaining unit as defined in Article I of this Contract.**
- 4. "Association" or "BEA" means the Batesville Educators Association, and any person(s) authorized to act on its behalf.**
- 5. Reference to gender in this agreement, whether male or female, shall include all individuals regardless of gender, unless the specific context indicates otherwise.**

**ARTICLE III
COMPENSATION**

A. SALARY

1. The salary schedule(s) will be found in Appendix A of this agreement.
2. Placement on the Bachelor's +15 Semester Hour column, Bachelor's +36 Semester Hour column, the Master's+15 Semester Hour column or the Master's+30 Semester Hour column:
 - a. In order to be considered for placement on any salary column beyond the bachelor's column, all classes are subject to prior approval by the Superintendent of Schools, or his/her designee.
 - b. The hours above the bachelor's column must be graduate level courses and related to the unit member's area(s) of certification as indicated by the teaching license issued by the State of Indiana or hours that relate to the field of education. Other hours will be considered if, in the opinion of the superintendent or designee, they benefit the school corporation.
 - c. Newly hired teachers shall achieve credit for classes above the bachelor's and/or master's degrees in a similar manner as currently contracted teachers. New employees must submit hours by October 1, after hire, or within thirty (30) days from date of hire.

B. EXTRACURRICULAR ASSIGNMENT

1. As a part of the salary listed on the schedule, and after consultation with the teacher to determine the teacher's experience and interest, the school employer shall have the right to make extra duty and extracurricular assignments as are necessary for a good and sound educational program. The teacher may request a conference concerning his work assignment on the annual Employment Questionnaire. Only those duties listed on the extracurricular schedule (Appendix B) are paid in addition to those salaries (Appendix A).

C. YEARS OF SERVICE BEYOND MAXIMUM SALARY

1. BACHELOR'S DEGREE

- a. Total Years
 - (1) Teachers who qualify for the bachelor's degree salary schedule shall be paid, in addition to their appropriate salary, for each three (3) years of service beyond the maximum bachelor's degree salary as follows: \$325.00.
- b. Batesville Years
 - (1) Teachers who qualify for the bachelor's degree salary schedule shall be paid, in addition to their appropriate salary, for each three (3) years of Batesville service beyond the maximum bachelor's degree salary as follows: \$325.00.

2. MASTER'S DEGREE

- a. Total Years

- (1) Teachers who qualify for the master's degree schedule shall be paid, in addition to their appropriate salary, for each three (3) years of service beyond the maximum master's degree schedule as follows: \$450.00.

b. **Batesville Years**

- (1) Teachers who qualify for the master's degree schedule shall be paid, in addition to their appropriate salary, for each three (3) years of Batesville service beyond the maximum master's degree schedule as follows: \$450.00.

D. PAY OPTIONS

1. The regular contract salary shall be paid to the teacher in either 22 or 26 equal gross payments. Teachers shall receive their pay every other Friday unless that day is a school holiday. In such a case, teachers shall receive their pay on the last school day prior to that day, but in no case shall the pay date be more than two (2) days prior to the regularly scheduled date.
2. A teacher receiving twenty-six payments per year may elect to receive summer pay in a lump sum. Such lump sum payment shall be made at the time of the first payment in July and shall be subject to the same taxes and deductions as if they were individual checks. In order to receive the remaining checks in a lump sum, the teacher must request such, in writing, no later than the first day of the preceding April.

E. RETIREMENT PROVISIONS

1. **REGULAR RETIREMENT**

- a. Retirement pay shall be provided to a retiring teacher according to the following requirements and provisions:
 - (1) Retirement benefits will be paid upon retirement as stipulated below, provided the retiring teacher has reached the age of 55 and has at least 20 years of total teaching experience from state accredited schools, with at least 10 years of teaching experience in this school corporation. The change in this language will affect those persons employed after June 1, 1998. Those employed prior to that date shall be grandfathered under the language of the 1996-1997 Contract.
 - (2) Said teacher shall notify the Office of the Superintendent of intent to retire not later than May 15 in the year prior to retirement, provided, however, that official notification must be confirmed, in writing, no later than December 31 in the school year of retirement. These date deadlines may be waived by the Board in case of retirement due to a disability.
 - (3) Permanent retirement must be evidenced and application for retirement benefits must have been made by said teacher to the Indiana State Teachers' Retirement Fund Board.
 - (4) Payment will be made to the teacher's 401(a) plan (not to exceed the maximum allowed by law) at the time of the teacher's last check as follows:

TOTAL YEARS OF SERVICE

20-25 years:

per year of Batesville service \$55.00

plus per day of unused sick leave \$55.00

26-30 years:

per year of Batesville service \$60.00

plus per day of unused sick leave \$60.00

31 years and up:

per year of Batesville service \$65.00

plus per day of unused sick leave \$65.00

(5) In the event of the death of a teacher the notification requirement shall be automatically waived and the retirement pay shall be paid to the estate of the teacher.

(6) If rehired, a teacher who elected to retire under this option shall not be eligible to receive the retirement benefit a second time.

2. EARLY RETIREMENT/MEDICARE PROGRAM

a. The teacher must have at least fifteen (15) years of teaching experience in the Batesville Community School Corporation and a master’s degree.

b. The teacher may elect to retire from the Corporation at the age of fifty-five (55) and until the teacher becomes eligible for reduced Social Security retirement benefits.

(1) If a teacher’s fifty-fifth (55th) birthday falls during the school year, that teacher may retire at the beginning of that school year with a pro-rated share of the annual amount.

(2) When the teacher becomes eligible for reduced Social Security retirement benefits during a school year, that teacher will continue to receive benefits through the end of the month in which he/she became eligible for reduced Social Security benefits.

c. All such retirements must commence with the end of the school year.

d. For each qualifying retiree, the Corporation shall pay such an amount as calculated below each year into retirement accounts limited as follows:

1. for a maximum of five (5) years;
2. the retiree dies; or
3. the retiree has reached the age of qualification for reduced Social Security benefits, whichever first occurs.

2005-2006	\$4,802	2009-2010	\$2,663
2006-2007	\$4,354	2010-2011	\$1,982
2007-2008	\$3,851	2011-2012	\$1,223
2008-2009	\$3,287	2012-2013	\$ 371

FORMULA A:

To calculate the yearly amount – (1) take the amount shown above for the applicable year; (2) multiply that amount times the applicable figure (retirement age) in “Eligible Years” row; (3) multiply that amount times 75%; (4) divide by the number in “# of years”.*

Retirement Age	55	56	57	58	59	60	61
Eligible Years	7	6	5	4	3	2	1
# of Years	5	5	5	4	3	2	1

* See example in Appendix F.

That amount will be deposited each year into the teacher's post severance 403(b) (separation account) not to exceed the maximum contribution allowed.

e. In addition, for each teacher who:

- (1) meets the qualifications stated in sub-paragraphs a and b of this sub-section (Article III, Section F, Sub-section 2).

The Corporation shall pay such an amount as calculated below each year into the teacher's 501(c)(9) VEBA account limited to whichever occurs first as listed below:

1. for a maximum of ten (10) years; or
2. if the retiree dies; or
3. if the retiree has reached the age of qualification for Medicare benefits.

(501(c)(9) VEBA vendor to be mutually selected)

FORMULA B:

To calculate the yearly amount – (1) take the amount derived in step (2) of Formula A; (2) subtract the amount calculated in step (3) of Formula A; (3) divide that sub-total by the numbers in “# of years”.*

Retirement Age	55	56	57	58	59	60	61
# of Years	10	9	8	7	6	5	4

*See example in Appendix F.

f. Payment under this program shall be paid in accordance with one (1) of the options hereinafter stated:

- (1) One lump-sum payment each year of eligibility on or about February 15.
- (2) Four payments each year of eligibility, on or about November 15, January 15, April 15, and July 15.

g. A teacher not holding a master's degree or above, and, subject to the provisions of Article III, Section E, Sub-section 2, Paragraphs a and b may opt for early retirement at forty percent (40%) of designated benefits in Article III, Section E, Sub-section 2, paragraphs d and e.

h. In order to be eligible for this Early Retirement Program provision, the retiring teacher must notify the Superintendent of Schools, in writing, of his/her intention to retire.

- (1) This notification shall be made not later than May 15 in the year prior to retirement, provided, however, that official notification must be confirmed, in writing, no later than December 31 in the year of retirement. The Board in case of retirement due to disability may waive these date deadlines.

- (2) **If no unusual circumstances exist, and a retirement notice is given after May 15th and accepted by the Board, then any retirement payment that is due will be paid at the conclusion of the school year that follows the retirement year.**
- i. **If rehired, a teacher who elected to retire under this program shall not be eligible to receive the benefits of the Early Retirement Program a second time.**
- j. **Each teacher who retires under this Early Retirement Program shall be continued as a participant in the Corporation's life insurance program in the amount of fifty thousand dollars (\$50,000.00) (not to include Accidental Death & Disability) at the Board's expense (less \$1.00) until such time as the employee receives the final payment stated in Paragraph d of this program (Article III, Section F, Sub-section 2) . Upon receipt of the final payment, such life insurance coverage shall cease. In case of the death of such retiree prior to the receipt of all benefits provided by Paragraphs d and e (Article III, Section F, Sub-section 2), the named beneficiary shall receive the benefits provided by the life insurance policy. Further, all such premium payments by the Corporation shall cease immediately, and the Corporation shall have no further obligations under the Early Retirement Program.**
- k. **The teacher may continue under any of the group insurance plans offered by the Corporation during the period of participation in the Early Retirement/Medicare Program and until the teacher reaches the age eligible for Medicare. Such coverage is at the teacher's own expense during the aforementioned period. Arrangements for such insurance must be made with the Corporation's Business Office, in advance, and is subject to the approval of the insurance carrier(s).**

F. MILEAGE REIMBURSEMENT FOR AUTHORIZED TRAVEL

- 1. **Reimbursement for authorized travels shall be at the approved IRS (Internal Revenue Service) rate per approved mile.**

G. INSURANCE

1. MEDICAL INSURANCE

Insurance up to the amount specified below will be paid by the school employer toward the cost of hospital, surgical, and medical care type insurance for each full time teacher employed upon regular contract and enrolled in the school corporation's group medical insurance plan with the teacher paying not less than one dollar (\$1.00) per year. The Association may, prior to the policy anniversary date, make recommendations to the school employer through the Office of the Superintendent as to the selection of the insurance company and the insurance coverages.

The Board, effective September 1, 2009, will contribute toward the cost of the medical insurance plans as follows:

Employee Only Plan	\$3,050.00	(\$254.27 per month)*;
Employee and Children	\$5,331.00	(\$444.25 per month)*;
Employee and Spouse	\$6,540.00	(\$545.00 per month)**;
Employee and Dependents	\$7,050.00	(\$587.50 per month)**.

****The Board's contribution shall not exceed a dollar figure equal to 90% of the premium.**

If two employees HAVE DEPENDENTS and are covered by the same family enrollment, then the contribution of the Board effective September 1, 2009, shall be \$9,333.00 (\$777.75 per month) for the two employees.

If two employees DO NOT HAVE DEPENDENTS and are participants in the medical insurance plan, they shall be required to enroll in two individual medical plans. The Board shall contribute, effective September 1, 2009, the amount of \$3,673.00 (\$306.08.00 per month) toward each plan.

2. LIFE INSURANCE

- a. Life insurance will be computed at 1.5 times the base salary to the nearest \$1,000 or \$50,000 whichever is greater.
- b. Base salary will be established at the salary step in effect on the first contract day of the new school year. No extracurricular stipend or other adjustments to the base salary step will be used in the life insurance calculation. (i.e. – base salary step \$43,200 x 1.5 = \$64,800 / life insurance calculated for \$65,000 for the contract year).
- c. Since any term insurance exceeding \$50,000 is taxable as per IRS guidelines all applicable regulations will be followed. This coverage will be effective with the 2006-2007 contract year.
- d. The school employer shall pay the total cost for term life insurance that provides a minimum death benefit of fifty thousand dollars (\$50,000.00) or greater as shown in Article III Compensation, Section H Insurance, Sub-section 2, Paragraph a, double for accidental death. Such policy shall be convertible to ordinary life insurance upon termination of employment in the Corporation or upon application of the teacher to the insurance carrier with said teacher paying the additional amount for the conversion.
- e. Any future rate increases/\$1,000 of coverage would cause the life insurance coverage to be reduced proportionately to keep the corporation cost level/\$1,000 of coverage unless agreed to by both parties.
- f. The Association may, prior to the policy anniversary date, make recommendations to the school employer through the Office of the Superintendent as to the selection of the insurance company.

3. LONG TERM DISABILITY

The Board will pay the total cost of a Long Term Disability program that provides the following benefits:

66.67% of earnings to a maximum as follows:

\$3,500 per month.

Benefits payable to age 65 or normal social security retirement age.

Six Months qualifying period.

4. FLEXIBLE FRINGE BENEFIT PROGRAM

The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to bargaining unit members. The salary schedule (Appendix A) includes \$4,000.00 which is set aside for a Section 125 Flexible Fringe Benefit Program which shall include non-taxable benefits of medical insurance, Long Term Disability, Section 79 Life Insurance, non-reimbursed medical expenses, dependent care and taxable benefits of cash. Deductions for non-reimbursed medical expenses and dependent care expenses shall be made in twenty (20) or twenty-four (24) deductions.

The Flexible Fringe Benefit Election Form is set forth in Appendix D. The enabling Flexible Fringe Benefit Program is hereby incorporated by reference.

H. MILITARY/PEACE CORPS SERVICE

1. Any teacher shall receive one (1) year's experience credit on the salary schedule for each previous year military service, Peace Corps service, or service in an accredited parochial or private school, up to a maximum of four (4) years.
2. It is specifically understood that this provision shall become effective as of the date of this Agreement, and is in no way retroactive for any employee presently or previously employed.

I. SUMMER SCHOOL AND ADULT EDUCATION

1. Teachers interested in teaching summer school and/or adult education shall notify the building principal of such desire. Teachers who have been selected will be notified by the last Monday of the school year.
2. Teachers of summer school and/or adult education, when teaching a credit course, shall be issued a Supplemental Service Contract and shall be paid for each hour of instruction at an hourly rate based on their regular teacher's contract salary.
3. Teachers of summer school and/or adult education, when teaching a non-credit course, shall be paid for each hour of instruction as follows:

0-4 years teaching experience	\$28.00/hour
5-9 years teaching experience	\$29.00/hour
10-14 years teaching experience	\$30.00/hour
15-19 years teaching experience	\$31.00/hour
20 years and up.....	\$32.00/hour

J. RETAINING INSURANCE FOR RETIRED TEACHERS.

Teachers who retire between the ages of fifty-five (55) and sixty-five (65), who have ten (10) years of service with this Corporation immediately prior to retirement, and who have twenty (20) or more years of total service shall be allowed to participate in the group medical insurance plan.

Additionally, any such qualifying teacher may maintain coverage for his/her spouse until that spouse qualifies for Medicare even though that qualifying teacher has previously qualified for Medicare.

Retired teachers electing to exercise this option shall be required to pay the full monthly premiums for the type of coverage selected and shall have such premium payments into the Corporation's Business Office in advance of the Corporation's due date for submitting to the insurance carriers.

K. INDIANA STATE TEACHERS RETIREMENT FUND

1. The amounts contained in (1) the salary schedule herein contained in Appendix A, (2) the extracurricular schedule herein contained in Appendix B, (3) the amounts payable under Article III, Sections C1, C2, D1 and D2, and (4) to the extent allowed by law the retirement pay herein contained in Article III, Section F include three percent (3.00%) of said amounts to be paid directly to the Indiana State Teachers Retirement Fund by the school employer on behalf of each affected teacher for payment of the teacher's share of such retirement contribution. Thus, the individual teacher's contract for each affected teacher shall be written for the amount of compensation payable which is less the said three percent (3.00%).

L. 401(A)/403(B) MATCHING ANNUITY PLAN

1. The Board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the 401(a) Plan) for all certificated school employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certificated school employees. The Board shall also maintain a 403(b) Plan (hereinafter referred to as the "403(b) Plan") for all certificated school employees covered under this collective bargaining agreement. The 403(b) Plan will include provisions for pre-tax salary reduction contributions which will be matched by equal Board contributions to the 401(a) Plan. The 401(a) Plan contributions will commence with the 1998-1999 contract year and continue each contract year thereafter. The maximum contribution that will be made to the 401(a) Plan by the Board will be 2 1/2% of Salary Schedule Salary.
2. The contributions made by the certificated school employees and matched dollar for dollar by the Board shall be an amount which reflects the appropriate percent of the certificated school employee's base salary as set forth on the certificated school employee's contract which corresponds to his or her placement on the salary schedule (Appendix A).
3. The parties agree that the 401(a) Plan and the 403(b) Plan shall replace the "OLD PLAN" which is found in the contract. The parties further agree that all contributions made to the 401(a) Plan by the Board shall be considered as additional funds and be counted as part of any salary increases negotiated for the certificated school employees.
4. The 401(a) Plan shall:
 - a. Be subject to all applicable Internal Revenue Service regulations.
 - b. Have no contract initiation fees charged to the employee.
 - c. Have no administrative or Plan Document charge to the Board.
 - d. Have a vendor selected by the Association.
5. The employer shall deposit employer contributions for each employee into an individual account for the employee in the tax-deferred annuity program selected by the Association. Such deposits shall be made on a monthly basis.
6. School employees will have the option of continuing to invest their dollars in tax-deferred annuities for which money is already being deducted from the employee's salary, if any.
7. Once contributions are made by the employee and the employer on behalf of the employee, all assets of the accounts become the property of the employee and, in the event of death, his/her designated beneficiaries or, lacking same, estate.

M. DIRECT DEPOSIT

1. Effective for the 2006-2007 school year or as soon as arrangements can be made, direct deposit banking will be implemented for all certificated school personnel. (The Association may participate in the selection process for a financial institution to handle direct deposit by submitting any desired criteria for the direct deposit process and give their recommendation after reviewing any proposals.)

N. INDIANA MENTORING AND ASSESSMENT PROGRAMS (IMAP)

1. A teacher who serves as a teacher mentor shall receive \$600.00 per each beginner educator assigned. Efforts will be made to prevent a teacher mentor from having more than two (2) beginner educators in any given school year.

O. PROFESSIONAL DEVELOPMENT/WORKSHOPS

1. A teacher will be paid from the following schedule for attendance at an administrative directed professional development session/workshop not held during the contract day.

2. Length of professional development activity.

0 – 2 hours	\$25.00
Plus 2 – 4 hours	\$50.00
Plus 4 – 6 hours	\$75.00
Plus 6 – 8 hours	\$100.00

P. PRESENTATION STIPEND

1. A teacher shall be paid from the schedule below for presentation preparation based upon length of presentation:

0-2 hours	\$ 50.00
Plus 2-4 hours	\$100.00
Plus 4-6 hours	\$150.00
Plus 6-8 hours	\$200.00

2. If two (2) or more teachers present together, then the following schedule shall be used and dollars split as determined by the teachers:

0-2 hours	\$ 75.00
Plus 2-4 hours	\$150.00
Plus 4-6 hours	\$225.00
Plus 6-8 hours	\$300.00

3. If an employee gives a repeat presentation of the same materials in the same school year, only one (1) presentation stipend will be paid for the school year.

Q. EXTENDED CONTRACT (HIGH SCHOOL)

A high school teacher electing to teach one (1) additional class during one (1) cycle (and being assigned no FLEX duty during that cycle) shall be compensated with an extended contract derived by means of the following formula.

$$\begin{array}{l} 255 \text{ minutes (3 blocks teaching time)} \\ 56.7 \text{ minutes (preparation time per day [2/3 of one block])} \\ 18.9 \text{ minutes (preparation time per class)} \\ \times 4 \text{ (number of classes taught with no preparation period)} \\ \\ 75.6 \text{ minutes (preparation time expected for 4 classes)} \\ - 56.7 \\ \\ 18.9 \text{ minutes (additional preparation time expected with 4 blocks)} \\ + 85 \text{ minutes taught in extra block} \\ \\ 103.9 \text{ minutes (additional time-teaching+prep-with 4 blocks)} \\ - 35 \text{ minutes (FLEX time not assigned)} \\ \\ 68.9 \text{ extra minutes per day} \\ \div 450 \text{ minutes (total time, 7.5 hours in contract day)} \\ \\ 15.37\% \text{ (percentage of day represented by extra minutes worked)} \\ \div 2 \text{ (adjustment occurs only during 2 of the cycles)} \\ \\ 7.65\% \text{ (increase in work and compensation)} \\ \times 180 \text{ (instructional days)} \\ \\ 13.77 \text{ (number of extended contract days to provide appropriate compensation)} \end{array}$$

R. EXTENDED CONTRACT (MIDDLE SCHOOL)

A middle school teacher electing to teach one (1) additional class during a school year shall be compensated with an extended contract derived by means of the following formula.

$$\begin{array}{r} 276 \text{ minutes (6 periods teaching time)} \\ 46 \text{ minutes (preparation time per day)} \\ \div 6 \text{ periods of teaching} \\ 7.7 \text{ minutes (preparation time per class)} \\ \times 7 \text{ (number of classes taught with no preparation period)} \\ \\ 53.9 \text{ minutes (preparation time expected for 7 periods)} \\ - 46 \text{ minutes (preparation time per day)} \\ \\ 7.9 \text{ minutes (additional preparation time expected with 7 periods)} \\ + 46 \text{ minutes taught in extra period} \\ \\ 53.9 \text{ minutes (additional time-teaching+prep-with 7 periods)} \\ \div 450 \text{ minutes (total time, 7.5 hours in contract day)} \\ \\ 11.98\% \text{ (percentage of day represented by extra minutes worked)} \\ \\ 11.98\% \text{ (increase in work and compensation)} \\ \times 180 \text{ (instructional days)} \\ \\ 21.56 \text{ (number of extended contract days to provide appropriate compensation)} \end{array}$$

**ARTICLE IV
DAYS AND HOURS**

A. DAYS.

The teachers' individual contracts shall be for one hundred eighty-five (185) scheduled work days.

B. HOURS.

The total number of hours that each teacher shall be under the direction of the employer shall be seven hours and thirty minutes per day; said hours shall include thirty (30) continuous minutes between 10:00 a.m. and 2:00 p.m. for a lunch period free of duties. Teachers shall stay beyond the regular school day for meetings and conferences as required.

C. "B" SCHEDULE.

Whenever the "B" Schedule is implemented, teachers shall be required to arrive fifteen (15) minutes before students and remain fifteen (15) minutes after the last bus leaves.

**ARTICLE V
LEAVES**

A. SICK LEAVE.

Each teacher employed under a regular or temporary teaching contract shall be entitled to ten (10) days sick leave with pay the first year of employment and nine (9) days in each succeeding year.

1. Sick Leave days may be used for personal illness, quarantine, and medical appointments.
2. Any such sick leave days which remain unused at the end of any school year shall be added to the teacher's accumulated total and shall be available to the teacher for use in subsequent years. Such accumulation shall not exceed one hundred eighty-five (185) days.
3. In the event a teacher shall have accumulated one (1) or more days of sick leave in another accredited school corporation, there shall be added for the second year and each year thereafter of employment up to three (3) days of sick leave until the number of accumulated days to which the teacher was entitled in the last place of employment shall have been exhausted.

The underlined new provision of this section is effective with the 2004-2005 school year and is specifically NOT retroactive for anyone employed prior to the 2004-2005 school year.

B. FAMILY ILLNESS LEAVE.

Each teacher shall be entitled to use up to five (5) of their sick days, with pay, each school year in the event of illness involving the teacher's spouse, parents, brothers, sisters, children, grandparents, and grandchildren all by blood or marriage, or any member of the family unit living in the same household, no matter the degree of relationship.

The teacher has an option to appeal for additional days. Such appeal shall be made to the Superintendent of Schools, at whose sole discretion such additional day(s) may be granted.

C. PERSONAL BUSINESS LEAVE.

Each teacher shall be entitled to three (3) days per school year without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs.

1. Notification that a day's absence is to be charged against personal business leave should be given to the teacher's immediate supervisor at the earliest possible time. If prior written notice cannot be given, it must be submitted as soon after the leave as possible. The Association discourages the use of Personal Business Leave days on those days preceding or following a holiday or vacation period or on the first or last day of the school year.
2. The reason, "absence for personal business", shall be sufficient for the leave and said paid leave cannot be withheld for any reason.

D. UNUSED PERSONAL LEAVE

1. All unused personal leave days that have been accumulated prior to the beginning of the 1989-1990 school year shall be frozen and will continue to be used as in the past. "Unused personal days shall be accumulated to a maximum of twenty (20) days, and shall be utilized after one-half (2) of the teacher's accumulated sick leave days have been depleted. Each

full-time teacher shall be given a written account of his accumulated personal leave not later than October 15th each year".

2. Beginning with the 1989-1990 school year, personal days granted and unused shall accumulate as part of the sick leave accumulation, up to the maximum as indicated in Article V Paid Leave, Section A, Subsection 2.

E. BEREAVEMENT LEAVE.

1. A teacher is entitled to be absent, without loss of pay, for up to five (5) school days within a fifteen (15) calendar day period in case of death in the immediate family of the teacher.
 - a. For purposes of this section "immediate family" includes only parents (or parents-in-law), spouse, children, brother, sister, grandparents, grandchildren, or any other member of the family unit living in the same household, no matter the degree of relationship.
 - b. It is the purpose of this leave that the teacher have time to attend the funeral and attend to other personal matters of the immediate family

F. FUNERAL LEAVE.

1. A teacher is entitled to be absent without loss of pay to attend the funeral of certain relatives as follows:
 - a. Three (3) school days within a ten (10) calendar day period beyond the death of son-in-law, daughter-in-law, sister-in-law, brother-in-law, or grandparent-in-law, not living in the household of the teacher at the time of death.
 - b. One (1) day to attend the funeral of an aunt, uncle, niece, nephew, first cousin, or parent of the employee's children not living in the household of the teacher.

G. JURY DUTY LEAVE

1. A teacher called for grand or petit jury duty shall, during the required period of absence from assigned duty by the school employer, be paid full regular salary less the total amount of per diem allowance earned by such teacher for jury duty.

H. LEAVE WITHIN A LEAVE.

1. Teachers shall not be entitled to use any paid leave for days they are on unpaid leave or vacation, unless otherwise specifically provided for in this Agreement.

I. LEAVE CERTIFICATION STATEMENT

1. In any case where leave is utilized by a teacher, a statement certifying the leave may be required by the Board from time to time.

J. COMPENSATION FOR UNUSED DAYS OVER MAXIMUM ACCUMULATION.

1. At the conclusion of each school year, each bargaining unit member who has accumulated the allowable maximum accumulation of days as listed above and who, at that time, has any days over the maximum will be compensated at the rate of fifty-three dollars (\$53.00) for each unused sick and/or personal day over and above the maximum allowable accumulation. Any such payment due for that year shall be added to the teacher's 401(a) plan (not to exceed the maximum allowed by law) within thirty (30) days of the last teacher work day of

that school year if the corporation receives its funds at the regularly scheduled times. If funds are not received on time, payment will be paid within fifteen (15) work days after receipt of the funds.

K. ADVANCED STUDY LEAVE.

1. The Board may grant a one (1) year leave of absence without pay upon application of a permanent teacher for the purpose of full time advanced study for a master's or higher degree.
 - a. The purpose of such advanced study shall be one, which has direct benefit to the school corporation, and shall meet the approval of the superintendent and school employer.
 - b. Application for such leave must be made to the Office of the Superintendent no later than July 1, preceding the requested year of absence.
 - c. If leave is granted, credit for this year will be given for the purpose of placement on the salary schedule.

L. TEMPORARY DISABILITY LEAVE

1. Upon application, and approval by the school employer, a temporary disability leave of absence shall be granted to teachers of this school corporation on the following basis:
2. **APPLICATION OF PROVISIONS**
 - a. This provision shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration, including major surgery, pregnancy, childbirth, illness, or injury.
 - b. Any such leave may be for a period of no more than one (1) year, provided, however, that for pregnancy and/or childbirth the leave may begin any time following the commencement of the teacher's pregnancy and may extend up to one (1) year following the birth of the child.
 - c. After determination that disability leave is imminent, the teacher shall give notice to the superintendent, in writing, of the anticipated date on which the leave will commence and the anticipated date of return. Except in case of a medical emergency, such notice shall be made at least thirty (30) days prior to the beginning date.
 - d. In case of a temporary disability caused by pregnancy, said teacher 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, provided said teacher submits with the timely notice as provided herein, a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable.
3. **GENERAL PROVISIONS**
 - a. If said teacher desires to continue his duty assignment prior to the commencement of said leave, such notice must include a written statement from his physician attesting to the teacher's ability to continue performing the full schedule of the duties and responsibilities of his position and assignments. The teacher will be

permitted to continue on full active duty until such date, provided he does perform the full duties and responsibilities of his position and assignments and provides, from time to time upon request of the school employer, additional certification from his physician of his full ability to continue performing the full schedule of the duties and responsibilities of his position and assignments.

- b. Said teacher may elect to utilize his accumulated sick leave during his period of temporary physical disability provided a physician's statement and certification of physical disability is submitted to the Office of the Superintendent for any said temporary disability absence of more than ten (10) consecutive days. While on said leave, sick leave days will be paid only for the number of assigned duty days the teacher is absent which occur during the current contract term, from which a physician certifies said teacher to be physically disabled, limited to the extent of the number of sick leave days accumulated by the teacher at the time said leave commences. Additional statements of certification by a physician of the temporary physical disability of said teacher are required, except for temporary disability caused by pregnancy, for said disability, which exceeds a duration of twenty (20) consecutive days. Said additional certification shall be submitted by said teacher to the Office of the Superintendent no later than the first day of each ensuing month after said twenty (20) consecutive days absence.
- c. In all cases the school employer reserves the right to require an examination by a school employer-appointed physician(s) to determine the teacher's fitness (1) to continue performing the full schedule of the duties and responsibilities of his position and assignments, and/or (2) to return to employment and resume the full performance of the duties and responsibilities to which he may be assigned. The cost of such examination shall be borne by the school employer.
- d. If said leave extends beyond the first day of May of any year, the granting of said leave by the school employer shall not prevent the school employer from serving notice to said teacher on or before May 1st that said teacher's contract will not be renewed, nor will the granting of said leave prevent the school employer from invoking, initiating, and utilizing the procedures established by law for the cancellation of any indefinite contract with a permanent teacher.

M. LEAVE OF ABSENCE WITHOUT PAY

- 1. A leave of absence, without pay or benefits, may be granted to a teacher for a period of up to one (1) year.
 - a. The teacher may return to full-time employment during the period for which said leave was granted provided such teacher (1) notifies the Office of the Superintendent, in writing, at least sixty (60) calendar days prior to the date he wishes to return, (2) furnishes a written statement from his physician attesting to his ability to resume the full performance of his duties and responsibilities to which he may be assigned, and (3) there is a classroom teaching position open on the staff for which he is qualified. In the event the teacher gives notice of his intent to return and furnishes the physician's statement as provided herein and no position is open, the teacher will be offered a position for which he is qualified no later than the beginning of the next school year.
 - b. If the teacher (1) fails to notify the Office of the Superintendent at least sixty (60) calendar days prior to the expiration of such leaves that he intends to return to employment, or (2) provides notice and fails to return to employment the first assigned duty day of the ensuing school year from the date of termination of the leave, or (3) fails to accept an offered position for which he is qualified, he shall be

deemed to have resigned and the obligation of the school corporation to provide a position to him will cease.

- c. In all cases the school employer reserves the right to require an examination by a school employer-appointed physician(s) to determine the teachers' fitness to return to employment and resume the full performance of the duties and responsibilities to which he may be assigned. The cost of such examination shall be borne by the school employer.
- d. Upon return to employment by the teacher, the school employer shall solely determine his subsequent teaching position and duty assignment(s). The school employer is under no obligation to assign the teacher after his return from said leave to the same school, teaching position, or other assignment(s) he occupied or performed prior to taking said leave of absence.
- e. If said leave extends beyond the first day of May of any year, the granting of said leave by the school employer shall not prevent the school employer from serving notice to said teacher on or before May 1st that said teacher's contract will not be renewed, nor will the granting of such leave prevent the school employer from invoking, initiating, and utilizing the procedures established by law for the cancellation of any indefinite contract with a permanent teacher.

N. ADOPTIVE LEAVE

1. Adoptive leave shall be granted for up to a period of one (1) year. Upon initial application for the adoption, the teacher shall notify the superintendent of his/her intent. The period of the leave shall commence when the child is physically turned over to the teacher-parent.
2. The teacher may elect to utilize his/her accumulated sick leave during this adoptive leave for up to six (6) weeks. While on said leave, sick leave days will be paid only for the number of assigned duty days the teacher is absent which occur during the current contract term.

O. PATERNITY LEAVE

1. A male teacher may be granted, upon written request, a leave of absence of up to one (1) year for infant care. Such leave, if granted shall be without pay and benefits.

P. CONTINUATION OF INSURANCES

1. Prior to the commencement of a leave under this Article, the teacher may elect to continue the group insurance plan by submitting a letter of such intent and paying the Board the entire monthly premium prior to the time such monthly premium becomes payable during the leave.

Q. COURT LEAVE

1. If any teacher is joined as a necessary party to any civil suit, because of his/her position as a teacher in the School Corporation, he/she shall be entitled to such time off with pay as is necessary to attend the trial or any hearing in said suit at which his/her presence is necessary.
2. If any teacher receives a subpoena to testify in a school-related matter, as determined by the superintendent, he/she shall be entitled to time off with pay as is necessary to attend the trial or any hearing regarding the matter. Such leave shall be of no effect in cases that are initiated by or for a teacher against the Board and/or Corporation.

- 3. Court leave with pay shall also be granted to teachers who are subpoenaed as witnesses in a criminal court proceeding. Teachers subpoenaed as witnesses in civil court proceedings shall receive pay if (1) the BEA is not a party to the suit, (2) the teacher is a witness as a result of his position as a teacher, e.g. he is the teacher of a child whose parents are being divorced, and (3) the teacher has cooperated with the school in every way to insure the least disruption in the education process.**

- 4. In all instances described heretofore, any compensation (i.e. per diem, not reimbursement) received by the teacher shall be turned over to the Board.**

**ARTICLE VI
TEACHER AND ASSOCIATION RIGHTS**

A. DUES DEDUCTION.

- 1. The school employer shall, on receipt of the written authorization of a certificated school employee, deduct from the pay of such employee any dues designated or certified by the appropriate officer of the Association and shall remit such dues to such Association on a monthly basis. The authorization for payroll deduction of Association dues shall be on a continuing basis unless revoked, in writing, by the teacher, to the Association and to the corporation's business office.**
- 2. Such dues shall be deducted beginning with the first pay period in the month of October and each subsequent pay period through the last pay period of May.**
- 3. The Association shall indemnify and save the school employer and the school corporation harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the Association for the purpose of payroll deduction of dues.**

B. USE OF PLANT FACILITIES AND EQUIPMENT.

- 1. The Association may use the plant facilities and equipment of the school corporation upon written request and written approval of the principal, provided such use, as determined by the school employer, does not interfere with the school corporation's educational program.**
 - a. The Association may use school bulletin board space.**
 - b. The Association may use school intraday facilities.**
 - c. The Association may use the e-mail, Internet, WAN/LAN System, or any other electronic means of communication system during non-student contact hours.**
 - d. No Association programs shall be added to the corporation's computer system without prior written approval of the superintendent.**

C. DOCUMENTS.

- 1. The Board shall furnish the following documents to the Association upon written request, as follows: A copy of budget forms 1, 1-S, 2, and 3 will be provided at no charge. Form 9 and EIR-2 will be provided at a charge of fifteen cents (\$.15) per page.**

D. VOLUNTARY SICK LEAVE BANK.

- 1. The purpose of the Voluntary Sick Leave Bank (hereafter referred to as the Bank) is to provide personal illness leave to contributors to the Bank after their accumulated personal illness leave has been exhausted--and more specifically to provide such leave from the Bank in case of prolonged illnesses. The Bank rules and guidelines are as follows:**

a. Voluntary Sick Bank Committee

- (1) The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Business Office of the Batesville Community School Corporation will keep the records.**

- ii. **Days from the Bank may be used only for those workdays that the individual contributor is employed under a Regular Teacher Contract.**
- iii. **If the number of days in the Bank falls below fifteen (15) days prior to May 1 of any year, each participant will be required to donate one (1) additional day of his accumulated personal illness leave to the Bank. If a member has used all of his personal illness leave, the additional day will be donated as soon as new personal illness leave is granted.**
- iv. **All days, once donated to the Bank, become the property of the Bank.**
- v. **The maximum dollar expenditure during each school year is \$13,000.00. The maximum dollar expenditure during the period January 1 through June 30 or July 1 through December 31 is \$10,000.00. If these amounts are reached at any time during these periods, the Bank will cease to operate for the remainder of that period.**
- vi. **All requests to receive grants from the Bank must be submitted in writing to the SBC on the prescribed Form SBC-1. The earliest effective date shall be the date that Form SBC-1 is received by the SBC.**
- vii. **Any person submitting a request to use the Bank must have made his/her proper contribution and met all eligibility requirements. If a person is physically unable to submit the Form, the Forms may be submitted by a proxy.**
- viii. **A person will not be able to withdraw days from the Bank until his/her own accumulated personal illness leave is depleted.**
- ix. **Days granted from the Bank can only be used for extended illness or disability. (The SBC will generally consider an extended illness one that involves ten (10) or more working days.)**
- x. **Periodic reviews by the SBC of all Bank use will be made. No use may extend more than thirty (30) working days without approval of the SBC.**
- xi. **Days granted from the Bank may not be granted for the period of disability when monies are paid to the employee under the Workmen's Compensation Law.**
- xii. **Days granted will be reimbursed at a rate equal to the per diem rate of pay on the adopted salary schedule for the individual granted the days. After the thirty (30) day review, the SBC reserves the right to change the percentage rate of payment.**
- xiii. **The SBC will review and present to the Batesville Community School Corporation Business Office approval or denial of all requests to draw on the Bank within ten (10) working days after such request is**

received by the Committee. This information should be received by the Bookkeeping Department on the same day the service records are received from the building principals. The Committee will also make its decision known to the applicant within this ten (10) day period.

e. Appeal Board

- (1) An Appeal Board will be established composed of the following six (6) persons:**
 - i. The Superintendent of the Batesville Community School Corporation or his/her designee.**
 - ii. The Association president or his/her designee.**
 - iii. Four (4) members will be appointed--two (2) each by the Superintendent of Schools and the Association president.**
 - iv. No appointed member of the SBC may at the same time be a member of the Appeal Board.**
- (2) The Association president or his/her designee will act as chairperson of the Appeal Board.**
- (3) If a request for use of personal illness leave days is denied by the SBC, then the applicant may appeal the Committee's decision to the Appeal Board within ten (10) working days after the denial. Any decision by the Appeal Board must be by a majority vote. A tie vote will automatically support the SBC decision. All decisions of the Appeal Board are final and binding.**
- (4) The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.**
- (5) The Voluntary Sick Leave Bank is excluded from the Grievance Procedure.**

f. Members Agreement

- (1) A member shall be required to furnish a medical report from a licensed physician at any time before or during the time of use of the Leave Bank. The medical report will be at the member's expense. The SBC will review each case as required. The SBC reserves the right, if necessary, to limit the number of days granted.**
- (2) In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank shall, as a condition to such application, agree in writing substantially as follows:**

"I voluntarily acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the case of an appeal, the Appeal Board, and that all decisions of the Sick Bank Committee or the Appeal Board will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Batesville Community School Corporation, The Corporation Board of Trustees, The Batesville Educators Association, the Sick Bank Committee, the Appeal Board, and all of their

agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with a respect to a decision made by any of them concerning this application."

- (3) When an employee donates days to the Bank, he agrees to the above stated Rules for administration of the Bank and agrees to abide by the stated Rules.

g. ANNUAL REPORT

- (1) An annual report of the Bank will be published on or before July 1 for each year the Bank is in operation. This report will be published by the Batesville Educators Association and approved by the Superintendent of Schools of the Batesville Community School Corporation prior to publication. The report shall include a statement of the number of days contributed to the Bank, the number of days remaining in the Bank, the total cost of the days granted, and the remaining cash balance available for the Bank.

E. ANNUITIES.

Payroll deductions will be available for Board approved tax-sheltered annuities. Teachers shall indicate the amount to be deducted by the first Friday in September. Changes in deductions may be made at any time, with such changes to be implemented with the next monthly billing.

F. OPEN FILES.

Teachers shall be permitted, in the presence of an administrator, to see all materials in their files except that relating to pre-employment information, on request, and shall have the right to duplicate any such materials so examined.

G. DEROGATORY ENTRIES.

Any teacher shall be notified whenever any statement, which is critical of a teacher, is made a part of any official record of the school corporation. If the teacher so desires, he may make a written statement of response or defense, which statement shall be attached to such derogatory entry.

H. ASSOCIATION LEAVE.

The Association president or his/her designees shall be allowed a total of one (1) day of released time during the school year for the purpose of lobbying members of the Indiana Legislature. During any absence authorized under this Section H of this Article, the Association agrees to pay the cost of the substitute who is utilized as a replacement, and the salary of the president (or designee, if one is used). The Association shall notify both the superintendent and the principal no later than twenty-four (24) hours in advance, informing such individuals of the date(s) chosen for the absence.

I. PROGRESSIVE DISCIPLINE.

1. From time to time disciplinary action must be taken with staff members. It is understood that the discipline should be administered in a discreet and professional manner. No teacher shall be reprimanded in front of students, parents or teachers other than a representative of the teacher.
2. Standards of progressive discipline shall be applied in normal circumstances in the administering of employee correction. The immediate supervisor will administer the first two steps of the standards, the Superintendent of Schools, or his designee, will administer the third through fifth steps. If the infraction is of a severe nature, any or all of these steps may be waived. These standards are:

Step I - Verbal warning to the employee. A note shall be made indicating that a verbal warning was given.

Step II - Written reprimand to the employee.

Step III - One (1) day working disciplinary suspension at one-half pay.

Step IV - Three (3) day disciplinary suspension without pay.

Step V - Ten (10) day disciplinary suspension without pay.

- 3. The employer and the Association agree that the inclusion of this progressive discipline provision in this collective bargaining is recognized as an alteration of the statutory grounds and procedures for the suspension of teachers without pay, and, therefore, pursuant to I.C. 20-6.1-4-14.5 (b), the requirements set forth in I.C. 20-6.1-5-15 are waived and not applicable.**
- 4. Disciplinary action beyond Step V shall be according to law.**
- 5. At the employee's written request, there shall be a conference scheduled between the employee and the administration to discuss the imposed discipline.**
- 6. Any complaint not called to the attention of the teacher may not be used as a basis for any reprimand, discipline, or discharge.**
- 7. It is recognized that any of the above procedures, other than the verbal warning, shall be put in writing with specific suggestions for improvement(s) or change(s) to be made.**
- 8. The employee shall have the right to Association representation at any discussion(s) which may have a negative effect on the employee's continued employment and discipline.**
- 9. Any record of an oral warning may be purged from the personnel file of the employee after twelve (12) months from the date of last infraction.**

J. CERTIFICATED SCHOOL EMPLOYEE CHILDREN – CASH TRANSFER.

- 1. Certificated school employees who live outside the BCSC boundaries and wish to send their children to the BCSC may request to make a cash transfer. Certificated school employees' children will be given priority status in that if any transfers are granted for a given grade level, all certificated school employees' children would be the first students accepted.**
- 2. As indicated this would be on a cash transfer basis and all tuition and applicable fees would be due to the school corporation in a timely manner.**

**ARTICLE VII
GRIEVANCE PROCEDURE**

A. This Grievance Procedure, hereinafter referred to as "Procedure", stipulates the conditions under and the procedures by which grievances alleged by certain certificated school employees as defined in this Contract shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following grievance procedures.

B. DEFINITIONS AS USED IN THIS PROCEDURE

1. "grievance" means, and shall be limited to, an alleged violation of an express article or section of this written Contract, except where such article or section is exempt from this Procedure.
2. "superintendent" means the chief administrative officer of the school corporation, or designee.
3. "grievant" means the certificated school employee(s) directly affected by the alleged violation making the claim.
4. "day" means school employer assigned duty day of the teacher which occurs during the term of a teacher's individual contract, provided, however, that at all other times, "day" shall mean week day.

C. STRUCTURE

1. Nothing herein contained shall be construed as limiting the right of any certificated school employee having a grievance to proceed independently of this Procedure.
2. The grievant may be represented by any person(s) of his own choosing at all levels of the Procedure, limited however to a total of two (2) representatives.
3. There shall be no additional evidence, material, allegation, or remedy submitted by the grievant or his representative during the grievance process, once a formal grievance has been filed at Formal Level One. The superintendent shall waive the restrictions on additional evidence or material stipulated herein upon request of the grievant provided that the grievant documents that said additional evidence or material was either not known or not available to the grievant at the time said grievance was filed at Formal Level One.

D. PROCEDURE

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and school employer.

1. INFORMAL GRIEVANCE

- a. Within fifteen (15) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to his principal or immediate supervisor or his designee by meeting with him individually in an informal manner during non-teaching hours. The grievant may be accompanied by a representative as provided herein, provided his principal or immediate supervisor is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the principal or immediate supervisor or his designee shall give his answer orally to the grievant.

2. FORMAL GRIEVANCE

a. Level One

- (1) Within five (5) days of the oral answer, or within twelve (12) days after presentation of the grievance at the Informal Level if no oral answer has been rendered, or if the grievance is not resolved, it must be filed by the grievant with the principal or designee in writing, signed by the grievant, on the appropriate grievance form (Appendix C).**

The written grievance shall name the certificated school employee involved, shall state the facts giving rise to the grievance, shall identify by specific reference all express articles or sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said articles or sections, and shall indicate the specific relief requested.

- (2) Within seven (7) days after receiving the written grievance, the principal or supervisor or his designee shall communicate his answer in writing to the grievant.**

b. Level Two

- (1) In the event that the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided said appeal is filed with the superintendent within ten (10) days of receipt of the written answer at Level One or within seventeen (17) days after presentation of the grievance at Level One if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted.**

- (2) The grievant shall submit the written claim, signed by him, to the Superintendent of Schools. Within ten (10) days from the receipt of the grievance the superintendent shall render a written decision to the grievant as to the resolution of the grievance. The superintendent may hold a formal hearing(s) prior to the rendering of the written decision and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the superintendent determines further investigation is necessary.**

c. Level Three

- (1) In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to the school employer provided the grievant files said written appeal with the school employer within seven (7) days of the receipt of the superintendent's written answer, or, if no written decision has been rendered by the superintendent, either within seventeen (17) days or within thirty-one (31) days after presentation of the grievance at Level Two, whichever is applicable. The Board may hold a formal hearing(s) prior to the rendering of the written decision and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the Board determines further investigation is necessary.**

E. MISCELLANEOUS

- 1. Decisions rendered at Formal Level One, Level Two, and Level Three of this procedure shall be in writing.**
- 2. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.**

- 3. All necessary forms for the grievance procedures set forth in this Procedure shall be provided by the superintendent.**
- 4. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless such time limits be extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the school employer's answer at the previous level.**
- 5. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held at non-teaching hours unless otherwise directed by the school employer.**
- 6. No certificated school employee shall use this Procedure to appeal any decision by the school employer or administration if such decision is based upon mandates of a State or Federal Regulatory Commission or Agency.**
- 7. Certificated school employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.**
- 8. This Procedure supersedes all previous grievance policies or procedures, verbal or written or based on alleged past practices or procedures, and constitutes the entire procedure for the processing of grievances.**

**ARTICLE VIII
REDUCTION IN FORCE**

A. IN GENERAL

When, in the judgment of the Board, it is necessary to reduce the number of certificated employees for reasons which may include, but are not limited to, the following:

1. Position or program modified or abolished;
2. Consolidation or merger of school corporations;
3. Decrease in the number of students;
4. Reorganization within the school corporation;
5. Financial limitations or budgetary reasons; or
6. Discontinuance of a service,

the procedure specified herein will be followed.

Neither the reasons for the reduction in the number of positions, nor the determination as to which teachers are laid off, is grievable.

All teachers are subject to reduction in force. However, the seniority provisions of this reduction-in-force procedure shall be in effect for semi-permanent and permanent teachers only.

B. PROCEDURE & NOTICE

Procedure and notice requirements for cancellation or non-renewal of indefinite contracts, whichever applicable, will be utilized for lay off hereunder.

This procedure is not intended to give any additional rights to any employee whose contract would not have been renewed, or whose contract would have been terminated, regardless of the fact that a reduction was desirable.

C. METHOD FOR SELECTION

The following procedure shall be used:

1. The teacher to be laid-off shall be the one with the least seniority* in that area of certification. (*Seniority is defined as the length of continuous service to Batesville Community School Corporation as a certificated school employee. Such seniority begins with the attainment of semi-permanent status.)
2. When two (2) or more teachers have the same length of service, the teacher who signed his/her individual contract with the school corporation on the earliest date shall be considered senior. If two or more teachers signed their individual contracts on the same date, then the teacher with the earliest birth date shall be considered senior.
3. One corporation-wide seniority list shall be established. This list shall contain the names, seniority dates and areas of certification of all certificated staff members, including those staff members on official leaves of absence. A copy of this list shall be posted in each building on or about October 30th. Individuals shall have a period of fifteen (15) days to file exceptions, along with documentation, to their placement on the seniority list with the superintendent. No exceptions shall be entertained which have not been filed within this time period. This list shall be kept updated and shall be posted annually.
4. Seniority shall be broken when a teacher:

- a. Resigns,
- b. Is discharged,
- c. Fails to report for work within ten (10) days after the mailing of a written notice of recall to work after a layoff is sent by the Board, by registered or certified mail; addressed to the teacher at the last address appearing on the records of the Board; except that a teacher who is employed under contract in another school corporation at the time of recall shall be allowed to complete the contractual obligations without being removed from the recall list, and shall retain his/her place on the recall list. In the event that a teacher is unable to return to work within the ten (10) day period because of illness or temporary incapacity, such teacher shall not be removed from the recall list, but shall be placed at the bottom of the recall list.

D. RECALL

- 1. Unless otherwise terminated, a permanent, semi-permanent, or non-permanent teacher laid off because of a reduction in the number of teachers will be placed on a recall list for a period of two (2) years after the date of such teacher's lay off. After this period, the teacher shall have no recall privileges.
- 2. When a vacancy occurs, the appropriate teacher, as determined above, will be notified by registered mail at the last known address of said teacher as reflected in said teacher's file. Failure to accept the offer within fifteen (15) calendar days of the postmark date, or five (5) calendar days if the postmark is after July 31, shall result in the teacher's name being removed from the recall list. A teacher employed under a teaching contract with another school corporation after July 31 of the school year, will not forfeit recall status or his/her place on the recall list in the event the teacher declines a particular position offered to fill a vacancy arising during the school year. However, the teacher must respond appropriately, in writing, to the recall notice. It shall be the duty and responsibility of each teacher on the recall list to inform the superintendent, in writing, of any change of address.
- 3. The school corporation may offer teachers on the recall list work as a substitute teacher. Employment as a substitute teacher on a short term basis, or, for a longer period of time as in the case of a temporary vacancy, shall not terminate, extend, or in any other manner affect the length of the recall period as it applies to said teachers.
- 4. Teachers laid off under this policy have no contract rights, are laid off without pay, and shall not be entitled to years of experience, benefits, or leaves of any kind. If recalled to service during the recall period, said teachers shall have restored all previously accumulated rights, benefits, and leaves as such existed at the time of lay off.

E. AFFIRMATIVE ACTION

Federal and state affirmative action requirements and other employment requirements of law shall take precedence over this policy when in conflict.

**ARTICLE IX
VACANCIES AND TRANSFERS**

A. VACANCIES.

1. All vacancies in current positions or newly created positions, including administrative and extracurricular positions, shall be posted by the superintendent or designee. These notices shall be posted in the offices and faculty rooms of all buildings and via email, not less than three (3) business days prior to the filling of the vacancy.
2. Any employee with the certification required by law for the position may apply for the positions and all applications shall be given due consideration.

B. TRANSFERS.

1. A “transfer” shall be defined as either a voluntary or involuntary change in: (1) building assignment, (2) grade level(s) included as an assignment for Pre-K – 6, (3) subject area(s) included in an assignment, (4) a non classroom assignment such as media specialist, guidance counselor, itinerant personnel, etc., or (5) special education assignment such as learning disability, emotionally impaired, etc. If the position is a vacancy, follow Article IX Vacancies and Transfers, Section A Vacancies, Paragraphs 1 and 2.
2. Employees who desire a transfer shall file a written statement of such desire with the superintendent and building principal.
3. Employees who have requested transfer shall be notified, in writing, of the administration’s action on said transfer.

**ARTICLE X
EXTENDED CONTRACTS**

It is understood the following positions shall be contracted for a number of days that fall within the range stated below. These days are over and above the number stated in Article IV Days and Hours, Section A Days:

High School Guidance Counselor	0-20 days
Middle School Guidance Counselor	0-10 days
High School Media Specialist	0-10 days
Middle School Media Specialist	0-10 days
Elementary School Media Specialist	0-10 days
ICE/ICT Coordinator	0-15 days

**ARTICLE XI
GENERAL PROVISIONS**

- A. This Contract supersedes and cancels all previous contracts or agreements, verbal or written or based on alleged past practices, between the school employer and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.**
- B. If any Article or Section of this Contract or of any rider thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final decision as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.**
- C. All bargainable issues have been discussed during the bargaining leading to this Contract, and no additional bargaining on said issues will be conducted on any item, whether contained herein or not, during the life of this Contract, unless the parties, by supplemental written agreement hereto, agree to conduct additional bargaining on said issues.**
- D. The parties agree that should the school employer become subject to Indiana Acts 1973, P. L. 45, sometimes referred to as The Control Bill, that this Contract would be subject to The Control Bill, and to possible action by The Tax Control Board of The State Tax Board altering the financial terms and conditions of this Contract.**
- E. The school employer construes and the Association recognizes the specific provisions of this Contract as constituting limitations and being the only limitations upon the school employer's right, power, authority, duties, and responsibilities to manage and direct the operations and activities of this school corporation to the full extent authorized by law.**
- F. In the event that a teacher is employed for a period of time less than the amounts specified in Article IV Days and Hours, Paragraph A Days or Article IV Days and Hours, Paragraph B Hours, that person shall be entitled to all benefits of this Contract in an amount directly proportionate to their time employed and the amounts stated in Article IV Days and Hours, Paragraph A Days and Article IV Days and Hours, Paragraph B Hours.**
- G. Certificated school employees shall have the right to form, join or assist employee organizations, to participate in collective bargaining with the school employer through representatives of their own choosing and to engage in other activities, individually or in concert for the purpose of establishing, maintaining, or improving salaries, wages, hours, salary and wage related fringe benefits and other matters as defined in P. L. 217, Sections 4 and 5.**


**ARTICLE XII
TERM AND EFFECT**

The terms and conditions of this agreement shall become effective on August 1, 2008, and shall continue in effect through July 31, 2009 with all issues having been considered and agreed upon

Therefore, this agreement is made and entered into this 21st day of July, 2009, by and between the Board and the Association, as defined herein, and is attested to by the representatives whose signatures appear below:

**BOARD OF SCHOOL TRUSTEES OF THE
BATESVILLE COMMUNITY SCHOOL CORPORATION:**


President


Secretary

BATESVILLE EDUCATORS ASSOCIATION:


Negotiations Committee Chairperson


Member, Negotiations Committee

APPENDIX A-SALARY SCHEDULE **

2008-2009 SCHOOL YEAR

185 WORK DAYS

-----CONTRACT AMOUNT-----				CONTRACT AMOUNT WITH I.S.T.R.F.		
Years	Bachelor's	Bachelor's	Bachelor's	Bachelor's	Bachelor's	Bachelor's
Exp.	Degree	Plus 15*	Plus 36	Degree	Plus 15	Plus 36
0	\$33,184	\$33,793	\$34,534	\$34,180	\$34,807	\$35,570
1	\$33,684	\$34,291	\$35,318	\$34,695	\$35,320	\$36,378
2	\$34,186	\$34,794	\$36,101	\$35,212	\$35,838	\$37,184
3	\$34,688	\$35,294	\$36,883	\$35,729	\$36,353	\$37,989
4	\$35,186	\$35,797	\$37,669	\$36,242	\$36,871	\$38,799
5	\$35,691	\$36,296	\$38,450	\$36,762	\$37,385	\$39,604
6	\$36,196	\$36,801	\$39,236	\$37,282	\$37,905	\$40,413
7	\$36,692	\$37,302	\$40,019	\$37,793	\$38,421	\$41,220
8	\$37,195	\$37,802	\$40,803	\$38,111	\$38,936	\$42,027
9	\$37,695	\$38,302	\$41,585	\$38,826	\$39,451	\$42,833
10	\$38,350	\$38,958	\$42,538	\$39,501	\$40,127	\$43,814
11	\$38,849	\$39,461	\$43,322	\$40,014	\$41,163	\$44,622
12	\$39,356	\$39,964	\$44,109	\$41,053	\$41,163	\$45,432
13	\$39,857	\$40,467	\$44,896	\$40,247	\$41,681	\$46,243
14	\$40,362	\$40,972	\$45,684	\$41,573	\$42,201	\$47,055
15	\$40,943	\$41,556	\$46,562	\$42,171	\$42,803	\$47,959
16	\$41,449	\$42,133	\$47,386	\$42,692	\$43,397	\$48,808
17	\$41,951	\$42,562	\$48,139	\$43,210	\$43,839	\$49,583
18	\$42,459	\$43,067	\$48,927	\$43,733	\$44,359	\$50,395
19	\$42,962	\$43,573	\$49,715	\$44,251	\$44,880	\$51,206
20	\$43,465	\$44,078	\$50,503	\$44,769	\$45,400	\$52,018

APPENDIX A-SALARY SCHEDULE **

2008-2009 SCHOOL YEAR

185 WORK DAYS

-----CONTRACT AMOUNT-----

CONTRACT AMOUNT WITH I.S.T.R.F.

Years Exp.	Master's Degree	Master's Plus 15	Master's Plus 30	Master's Degree	Master's Plus 15	Master's Plus 30
0	\$35,964	\$36,974	\$38,048	\$37,043	\$38,083	\$39,189
1	\$37,047	\$38,057	\$39,131	\$38,158	\$39,199	\$40,305
2	\$38,130	\$39,139	\$40,214	\$39,274	\$40,313	\$41,420
3	\$39,208	\$40,219	\$41,293	\$40,384	\$41,426	\$42,532
4	\$40,291	\$41,302	\$42,377	\$41,500	\$42,541	\$43,648
5	\$41,373	\$42,381	\$43,455	\$42,614	\$43,652	\$44,759
6	\$42,455	\$43,465	\$44,539	\$43,729	\$44,769	\$45,875
7	\$43,535	\$44,543	\$45,618	\$44,841	\$45,879	\$46,987
8	\$44,619	\$45,630	\$46,704	\$45,958	\$46,999	\$48,105
9	\$45,699	\$46,710	\$47,784	\$47,070	\$48,111	\$49,218
10	\$46,968	\$47,979	\$49,053	\$48,377	\$49,418	\$50,525
11	\$48,050	\$49,064	\$50,138	\$49,492	\$50,536	\$51,642
12	\$49,136	\$50,150	\$51,224	\$50,610	\$51,655	\$52,761
13	\$50,223	\$51,238	\$52,312	\$51,730	\$52,775	\$53,881
14	\$51,309	\$52,323	\$53,397	\$52,848	\$53,893	\$54,999
15	\$52,501	\$53,512	\$54,586	\$54,076	\$55,117	\$56,224
16	\$53,588	\$54,601	\$55,675	\$55,196	\$56,239	\$57,345
17	\$54,677	\$55,689	\$56,763	\$56,317	\$57,360	\$58,466
18	\$55,763	\$56,777	\$57,851	\$57,436	\$58,480	\$59,587
19	\$56,852	\$57,865	\$58,939	\$58,558	\$59,601	\$60,707
20	\$57,938	\$58,956	\$60,030	\$59,676	\$60,725	\$61,831

*A teacher may remain on the Bachelor's Plus 15 for a maximum of five years unless the teacher, during each five (5) year renewal period:

1. earns six (6) graduate semester hours of approved college courses; or
2. earns ninety (90) CRUs; or
3. earns an equivalent combination of (1) and (2).

In order to receive a Semester one (1) lane change, the degree/hours must be posted by August 31 as indicated on the teacher's official transcript. In order to receive a Semester two (2) lane change, the degree/hours must be posted by December 31 as indicated on the teacher's official transcript.

** The columns headed "CONTRACT AMOUNT WITH I.S.T.R.F." indicate the total amount paid to the teacher including the Board's three percent (3%) contribution to the Indiana State Teachers Retirement Fund (ISTRF).

**Appendix B
Extracurricular Schedule**

Information on Guidelines

The following experience steps will be utilized to place an individual on the extracurricular schedule for both athletic and non-athletic positions.

Step 1...0-1 years experience in that position

Step 2...2-4 years experience in that position

Step 3...5+ years experience in that position

Guidelines for determining the appropriate steps are as follows:

- **Experience would be for both Batesville and from another accredited school and/or school corporation.**
- **Prior experience would be recognized only at the high school level in a similar sport or activity as per Title IX.**
- **Prior experience would be recognized at the middle school level in a similar sport or activity as per Title IX if that prior experience was within the Batesville Community School Corporation.**
- **Head coach experience to be recognized would have to be as a head coach in the same position.**
- **Any other step placement question shall be referred to the Superintendent of Schools who will confer with the Association negotiations chairperson, appropriate principal, and athletic director in making a determination.**

Extra Week Stipend

- **If a team continues on past sectional, for each week past sectional the coach will receive the extra week stipend added to his/her stipend. Only the head coach and varsity assistant coach will receive the extra week stipend. The positions that are listed with two (2) stipends are positions that could advance with individuals. The first number is if the team advances and the second number is if an individual advances.**
- **In situations where tournaments beyond the sectional week occur in a time period of less than a week, the stipend will be paid for only week by week time periods and not by the level of tournament (i.e. regional, semi state).**
- **The extra week stipend for cheerleading applies as follows:
Only applies to the head cheerleading coach.
The stipend will be applicable for football beyond the sectional tournament and boys basketball beyond the sectional tournament.**

Extracurricular Schedule for 2008-2009

ATHLETIC

Position	Step 1	Step 2	Step 3	Extra Week
HEAD COACHES				
Basketball (Girls)	7,733	8,788	9,893	250
Wrestling	3,250	3,573	3,626	200/100
Baseball	3,162	3,210	3,258	250
Track (High School)	3,162	3,210	3,258	200/100
Volleyball (Girls)	3,162	3,210	3,258	250
Softball	3,162	3,210	3,258	250
Swimming (Varsity)	3,162	3,210	3,258	200/100
Soccer (Boys)	2,306	2,342	2,377	200/100
Soccer (Girls)	2,306	2,342	2,377	200/100
Cross Country (Varsity)	1,987	2,016	2,047	200/100
Golf (Boys)	1,897	1,927	1,954	200/100
Golf (Girls)	1,897	1,927	1,954	200/100
Tennis (Boys)	1,897	1,927	1,954	200/100
Tennis (Girls)	1,897	1,927	1,954	200/100
Cheerleaders (High School)	1,771	1,798	1,825	100
Basketball (Assistant Boys)	3,519	3,572	3,625	250
Basketball (Assistant Girls)	3,519	3,572	3,625	250
Basketball (Reserve Boys)	3,519	3,572	3,625	
Basketball (Reserve Girls)	3,519	3,572	3,625	
Football (Assistant High School) (3)	3,519	3,572	3,625	250
Basketball (Girls Open Gym)	3,328			
Basketball (Freshman Boys)	3,040	3,086	3,132	
Basketball (Freshman Girls)	3,040	3,086	3,132	
Football (Freshman)	3,040	3,086	3,132	
Football (Assistant Freshman)	3,040	3,086	3,132	
Football (Coordinator Middle School)	3,040	3,086	3,132	
Basketball (Middle School 7th Boys)	2,496	2,534	2,572	
Basketball (Middle School 8th Boys)	2,496	2,534	2,572	
Basketball (Girls Summer Camp)	1,950			
Basketball (Middle School 7th Girls)	1,872	1,900	1,929	
Basketball (Middle School 8th Girls)	1,872	1,900	1,929	
Football (Coach Middle School)	2,496	2,534	2,572	

Wrestling (Assistant)	2,185	2,217	2,251	200/100
Cross Country (Middle School)	1,905	1,934	1,962	
Baseball (Assistant)	1,897	1,927	1,954	250
Softball (Assistant)	1,897	1,927	1,954	250
Baseball (Reserve)	1,897	1,927	1,954	
Softball (Reserve)	1,897	1,927	1,954	
Track (Assistant High School) (2)	1,897	1,927	1,954	200/100
Track (Middle School Boys)	1,897	1,927	1,954	
Track (Middle School Girls)	1,897	1,927	1,954	
Volleyball (Assistant)	1,897	1,927	1,954	250
Volleyball (Reserve)	1,897	1,927	1,954	
Swimming (Assistant)	1,897	1,927	1,954	200/100
Wrestling (Middle School)	1,825	1,851	1,880	
Volleyball (Freshman)	1,518	1,540	1,563	
Volleyball (Middle School 7th)	1,518	1,540	1,563	
Volleyball (Middle School 8th)	1,518	1,540	1,563	
Wrestling (Assistant Middle School)	1,518	1,540	1,563	
Cheerleaders (Middle School)	1,517	1,539	1,562	
Cross Country (Assistant)	1,487	1,510	1,532	200/100
Soccer (Assistant High School)	1,365	1,385	1,407	200/100
Baseball (Freshman)	1,275	1,295	1,314	
Softball (Freshman)	1,275	1,295	1,314	
Cheerleaders (Assistant High School)	1,275	1,295	1,314	
Cheerleaders (Freshman High School)	1,275	1,295	1,314	
Cross Country (Assistant Middle School)	1,177	1,196	1,213	
Basketball (Youth League Coordinator)	1,138			
Tennis (Assistant Boys)	971	987	1,001	200/100
Tennis (Assistant Girls)	971	987	1,001	200/100

Volleyball (Open Gym)	883	887	892	
Golf (Middle School)	854	866	880	
Golf (Assistant Boys)	679	689	700	
Golf (Assistant Girls)	679	689	700	
Volleyball (Summer Camp)	654	657	661	
Basketball (Girls Pre-Season)	576			
Basketball (Girls Youth League Head)	569			
Basketball (Boys Youth League Head)	569			

NON-ATHLETIC

Band Director (High School)	3,233	3,281	3,331
Dramatics	2,258	2,292	2,326
Class Sponsor (Junior)	2,149	2,180	2,214
Art Director	2,075	2,106	2,138
FFA	2,068	2,099	2,130
Student Council (High School)	1,628	1,651	1,677
Director Band (Middle School)	1,621	1,644	1,670
Class Sponsor (Senior)	1,432	1,453	1,476
Media Coordinator	1,356	1,376	1,397
Audio Visual Coordinator	1,303	1,323	1,342
BHS Batesville Singers	1,172	1,191	1,208
Annual (Advisor High School)	1,033	1,048	1,065
Dance Team (Sponsor)	1,033	1,048	1,065
Student Council (Middle School)	1,025	1,040	1,055
Choral Director (Middle School)	999	1,013	1,029
Dramatics (Assistant)	938	952	967
Academic Team (High School)	887	899	913
Annual (Sponsor Middle School)	850	862	876
Class Sponsor (Freshman)	812	825	837
Class Sponsor (Sophomore)	812	825	837

Academic Team (Middle School)	790	801	813
World Music Ensembles	658	668	677
Chorale Director (Intermediate School)	651	661	671
Band Director (5th)	651	661	671
Concert Choir (High School)	644	654	665
PL221 Chairperson(s) or Co-Chairperson(s) (Bargaining Unit Member Only)	627	636	645
NCA Chairpersons	627	636	645
Art Club (Middle School)	569	578	587
Academic Team (Assistant High School)	485	491	499
Musical Pit Director (High School)	474	480	488
Musical Choral Director (High School)	469	475	483
National Honor Society	455	462	469
Flag Corp (High School)	435	441	448
FCCLA	435	441	448
SADD (Sponsor)	429	435	441
Destination Imagination Coordinator	722	733	743
Music Contest (Supervisor)	227	230	234
KSLA (3)	773	785	797
Curriculum Coordinator	550	559	567
High Ability Coordinator (applies when there is not a full time coordinator)	4,124	4,186	4,248

Department Head

\$993.00 PLUS

Experience factor - \$26.00 per year as department head, PLUS

Department Size \$103.00 per teacher

Acting as Chairperson in the year of the Book Adoption Process \$258.00

Curriculum Coordinators

Adoption Year \$77.00 per Coordinator

Event Supervisor \$39.00 per event

New Teacher Pre-School Orientation \$100.00

Saturday School Supervisor \$22.00 per hour

Media Center Summer Program Supervision \$22.00 per one (1) and one half (½) hours

**** In addition to the amounts indicated, the Board shall pay the teacher's three percent (3%) contribution to the Indiana State Teachers Retirement Fund (ISTRF).**

IF ANY POSITION IS SPLIT BETWEEN INDIVIDUALS, THE STIPEND INDICATED SHALL BE PRO-RATED BETWEEN THE PARTICIPATING INDIVIDUALS.

Positions and stipends to be added in 2009-2010:

Auditorium Manager

Summer Band (5th)

**APPENDIX C
GRIEVANCE FORM**

Name of Grievant(s) seeking relief:

Date of Alleged Violation: _____

Name of Other Employee(s) Involved, If Any:

Identification Of Specific Provisions of This Contract Violated or Misinterpreted:

Statement of Fact(s) Giving Rise To the Grievance:

Specific Relief Requested:

Signature of Grievant(s) Seeking Relief:

Received By: _____

Date: _____

Level of Process and Referral Date:

Principal _____ Superintendent _____ Board _____

Received Date: _____ **Received Date:** _____ **Received Date:** _____

Decision Date: _____ **Decision Date:** _____ **Decision Date:** _____

By: _____ **By:** _____ **By:** _____

**APPENDIX D
FRINGE BENEFIT ELECTION FORM**

I, _____ (Employee), understand that my employer, **BATESVILLE COMMUNITY SCHOOL CORPORATION**, is providing \$ _____ per month for the purchase of fringe benefits as part of a Cafeteria Plan Fringe Benefit Program under Section 125 of the Internal Revenue Code.

I also understand that the purpose of this program is to allow employees to select their fringe benefits within the guidelines of the Revenue Act of 1978 as amended, and that I may select either taxable or non-taxable benefits, or a combination of both. It is understood that if it is necessary to have additional amounts of payroll deducted for the benefits selected, those amounts will be subject to Federal Income Tax and FICA taxation.

Listed below are the benefits available under the fringe benefit program and the total monthly cost of each benefit. Please indicate which benefits you wish to select. The benefits selected will remain in effect for the plan year from _____ to _____:

Benefit **	Total Cost	Employer Paid (if needed)	Payroll Deduct
___ Medical -Employee	\$ _____	\$ _____	\$ _____
___ Medical-Emp. & Dep	\$ _____	\$ _____	\$ _____
___ Long Term Disability	\$ _____	\$ _____	\$ _____
___ Group Life Insurance	\$ _____	\$ _____	\$ _____
___ Cash	\$ _____	\$ _____	\$ _____
___ _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

**** I understand that the selection of a benefit and the indication that a premium is to be paid does not necessarily include me in the insurance portions of this program. In most cases an application for insurance must also be completed.**

This election form will remain in effect and CANNOT be revoked or changed during the plan year, unless the revocation and new election are on account of and consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of child, and termination of employment of spouse).

Date _____

Signature of Employee _____

APPENDIX E
Side-Bar Agreement

SECOND PARENT CONFERENCE (PRIMARY AND INTERMEDIATE SCHOOL)

The teachers at Batesville Primary and Batesville Intermediate School may have voluntary parent conferences during the spring semester in addition to the fall conferences. The teachers should use their professional judgment to determine with whom they need to meet for these conferences.

The Association will decide, in cooperation with the building principal, on a two week window in the month of February for the holding of these conferences. Financial compensation will be eight dollars (\$8.00) per conference held outside the contract day with the following exceptions.

Full-time kindergarten teachers teaching two sessions, if they choose, will have a substitute teacher for an entire day in order to meet with most of their parents during the normal school day. Parent conferences not held during this time could be held outside the contract day for the eight dollar (\$8.00) per conference but these shall not exceed 50% of the kindergarten teacher's class load.

If a scheduled conference fails to happen, the teacher should do the following:

- * Make a parent contact and attempt to reschedule.
- * If during the attempt to reschedule, it becomes apparent that a phone conversation is the best way to proceed, this an option for the teacher. However, phone conferences should be follow-up resort only.
- * If a personal health or family matter prevents a teacher from scheduling and holding conferences during the two week window, an alternate arrangement can be discussed with the principal.

It should be made clear when communicating with parents that the Parent-Teacher Conferences are voluntary.

EX. Conferences will not be held for all parents.

EX. Teachers will determine with whom they need to meet.

This side bar agreement is effective for Batesville Primary School for the 2008-2009 school year and shall be effective for both Batesville Primary School and Batesville Intermediate School for the 2009-2010 school year.

APPENDIX F
Early Retirement Example

Formula A - Article III, Section F, Sub-section 2, Paragraph d

A. 2005-2006 year amount = \$4,802
B. Total - \$4,802 x 7 = \$33,614

2005-2006 year amount = \$4,802
Total - \$4,802 x 5 = \$24,010

Example 1

Retirement Age – 55

C. (1) 75% of \$4,802 = \$3,601

D. (2) x 7

E. Total = \$25,207

F. (3) ÷ 5

Yearly Amount = \$5,041 for 5 years

Example 2

Retirement Age – 57

(1) \$3,601

(2) x 5

Total = \$18,005

(3) ÷ 5

Yearly Amount = \$3,601 for 5 years

Formula B - Article III, Section F, Sub-section 2, Paragraph e

Total Due (B above) = \$33,614

Minus (E above) = \$25,207

Balance Due = \$ 8,407

Total Due (B above) = \$24,010

Minus (E above) = \$18,005

Balance Due = \$ 6,005

(1) \$8,407

(2) ÷ 10

Yearly Amount = \$840.70 per year for 10 years

(1) \$6,005

(2) ÷ 8

Yearly Amount = \$750.63 per year for 8 years