

NORTH PUTNAM COMMUNITY SCHOOL CORPORATION

PROFESSIONAL CONTRACT

FOR THE

SCHOOL YEARS

OF

2010-2011 through 2013-2014

PROFESSIONAL CONTRACT
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
OF THE
NORTH PUTNAM COMMUNITY SCHOOLS
AND THE NORTH PUTNAM TEACHERS ASSOCIATION

THIS PROFESSIONAL CONTRACT, ENTERED INTO THIS 22nd DAY OF April, 2009, BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE NORTH PUTNAM COMMUNITY SCHOOLS, HEREINAFTER CALLED THE "SCHOOL BOARD" AND THE NORTH PUTNAM TEACHERS' ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION", AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION.

WITNESSETH:

WHEREAS The School Board and the Association recognize and declare that providing quality education for the children of the North Putnam Community Schools is their mutual aim, and

WHEREAS The School Board and its designated representative have met with representatives of the Association and entered into extended deliberate negotiations concerning wages, hours, and other terms and conditions of employment, as per sections 4 and 5 of Public Law 217, Acts 1973 it is hereby agreed as follows:

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ARTICLE 1

RECOGNITION

- A. The North Putnam Community School Board hereby recognizes the North Putnam Teachers Association as the exclusive representative of all teachers in the School Corporation. The School Board agrees not to negotiate with or recognize any teacher's organization other than the North Putnam Teachers Association for the duration of this Agreement.
- B. Definitions
1. The term "Teacher", when used in the Contract, shall refer to all certified personnel employed by the School Board except the Superintendent, Administrative Assistant, Principals, Assistant Principals, the Director of Special Education, the Dean of Students, and the Athletic Director.
 2. The terms "School Board" and "Association" shall include authorized officers, representatives, and agents.
 3. The term "School Corporation", when used in the Contract, shall refer to the North Putnam Community Schools of the County of Putnam of the State of Indiana.
 4. The term "emergency", when used in this Contract, shall refer to a condition or situation which could not have been anticipated under normal circumstances.
 5. When references are made to male teachers in this Contract, it shall also include female teachers.
 6. The term "day", when used in this Contract, shall refer to each of the one hundred eighty-four (184) school days as per the adopted school calendar during the school year, and shall refer to a weekday during summer recess, spring vacation and Christmas vacation.

ARTICLE 2

EFFECT OF AGREEMENT

- A. This Agreement supersedes and cancels all previous Agreements, whether verbal or written, between the parties as well as any alleged past practice of the Corporation, and this Agreement constitutes the entire Agreement between the parties. This Agreement also supersedes any rules, regulation, policies, or practice of the Board which are contradictory or inconsistent with the terms of this Agreement.
- B. If any provision of this Contract or any application of this Contract to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction or the Indiana Education Employment Relations Board, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The rights and privileges of the Association, acting as the representative of teachers, as set forth in this Contract, shall be granted only to the Association for the term of this Contract.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to the negotiable items and that the understandings and agreements arrived at by parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject may not have been within the knowledge or contemplation of either or both parties at the time they signed this Agreement. The parties may, by mutual consent, open the Contract to renegotiate any provision(s) contained in this Agreement or to add to the Agreement.

This provision does not restrict the Board's legal obligation to negotiate salaries for newly created Extra-Curricular positions.

ARTICLE 3

TEACHING DAYS AND HOURS

A. Beginning 2009-2010 The teaching year shall consist of one hundred eighty-four (184) days.

1. One hundred eighty (180) days when the students are in attendance;

2. Students are not in attendance: Four (4) days.

These days are accounted for as follows:

<u>Number of Days</u>		<u>Purpose</u>
<u>2008-09</u>	<u>2009-2010</u>	
1	1	Faculty Orientation Day
2	2	Records Days (1 at close of first semester and 1 at close of second semester)
	1	Staff Development

3. School shall not be in session on the following days:

<u>Number of Days</u>	<u>Holiday or Event</u>
1	Labor Day
1	Fall Break
2	Thanksgiving
7-10	Winter Vacation
1	President's Day
5	Spring Vacation

If five or more snow days have occurred on or before the second Friday in February, school will be in session on President's Day.

4. The calendar for the 2009-2010 school year is found in Appendix F. This shall not be construed to incorporate the calendars herein.

All subsequent calendars shall be established as follows:

a. The Board and/or its designated representatives shall begin negotiations with the teacher representatives on the calendar no later January 1st and shall continue in good faith until May 1.

b. If by May 1, mutual agreement has not been reached, the Board will establish the new calendar.

5. The school calendar, indicating specific days of attendance for students and teachers, shall remain in effect and shall not be changed except in an emergency. If an emergency requires the changing of the school calendar, the School Board and the teachers shall jointly discuss and reschedule the calendar.
 6. In case the school is closed during the school year, and teachers are released from duty by order of the School Board, or, if closed by order of health authorities, or, if through no fault of the teachers, school cannot be continued in session, teachers shall receive their regular payments during the time school is closed. However, teachers must make up the canceled days at no additional compensation as per state statute.
- B. In no case shall the teaching day exceed seven (7) hours and thirty (30), except in an emergency. The teaching day shall include teaching periods, preparation periods, rest breaks, and lunch periods
 - C. Teachers shall have thirty (30) continuous minutes for the duty-free lunch period each school day.
 - D. Teachers may leave the building during their lunch or planning periods with approval of the building administrator.
 - E. Teachers in self-contained classrooms may have at least a fifteen (15) minute rest break, if their longest continuous teaching period would otherwise extend beyond two (2) hours.
 - F. The Board's request for a teacher's time outside of regular school hours shall be with the approval of the teacher-
 - G. Association activities shall not be carried on during the time that a teacher is assigned teaching or supervisory duties.
 - H. The Co-Presidents of the Association shall be granted a total of two (2) days without loss of pay in the year of the legislature's short session and three (3) days without loss of pay in the year of the legislature's long session to conduct Association business. Advance written notification shall be made three (3) days prior to the use of these days except when arrangements are made with the Superintendent. The Association shall reimburse the Corporation for the usual and customary daily pay for the cost of the substitute.
 - I. Each special education teacher shall be provided unassigned release time to complete the IEPs and annual case reviews as follows: 1-10 students - $\frac{1}{2}$ day; 11-20 students - 1 day; 21-30 students - $1\frac{1}{2}$ days; and so on. Categories over $\frac{1}{2}$ day may be used in one-half ($\frac{1}{2}$) day increments.

The corporation will comply with all lawful requirements relating to who shall be required to attend IEP case conference reviews.

- J. Whenever possible, each high school teacher and each middle school teacher shall have one continuous preparation period each day, equal in length to a normal class period.

Whenever possible, for teacher-parent, teacher-student or teacher-administrator conferences that occur during the teacher's preparation period, the administration shall give notice of the requested conference on the day prior to the requested conference.

- K. Whenever possible, each elementary school teacher, grades k-5 and including art, music, P.E. and library teachers, shall have one (1) preparation period of no less than forty (40) continuous minutes each full student day, exclusive of lunch.
- L. For the purpose of experience on the salary schedule, working no less than sixty (60) and no more than one hundred nineteen (119) paid days in any one school year shall be deemed to constitute a half-year taught for the purpose of salary placement. Two such half-years shall be combined to count as a full year of experience on the salary schedule. One hundred twenty (120) paid days or more in any one school year shall be deemed to constitute a full year for the purpose of salary schedule placement. Partial years need not be with the North Putnam schools to be counted for salary schedule placement. However, those partial years must be declared at the time of application for employment with the North Putnam School Corporation.
- M. The teacher that has primary responsibility (receiving teacher) shall be allowed to attend IEP case conferences and reviews.

ARTICLE 4

SICK LEAVE

- A. Sick Leave, to be used for personal illness, shall be credited annually to each teacher on the first (1st) day of his employment as follows:
1. Ten (10) days each school year.
 2. Sick leave days not used during the school year shall be allowed to accumulate to a maximum of one hundred eighty (180) days.
 3. Transferable from the immediately previous school corporation after first (1st) year of employment at the rate of three (3) days leave per year until accumulation is exhausted.
 4. Part-time teachers' sick days shall be prorated according to the number of hours per day worked.
 5. Subject to notification made two (2) days prior to such leave (except in cases of emergency), teachers may use one-half ($\frac{1}{2}$) day per school year of sick leave in multiples of one (1) hour. The one-half ($\frac{1}{2}$) day shall entitle a teacher to four (4) such one (1) hour leaves. If a teacher uses one (1) of the one (1) hour leaves, one-half ($\frac{1}{2}$) day of sick leave shall be charged against the teacher immediately. The remaining one (1) hour multiples may be used during the school year, but will not carry over to the next school year nor will they accumulate as partial days of sick leave.
- B. Sick leave days accumulated by a teacher prior to a leave of absence, and not used during the leave, shall be credited to the teacher upon his return.
- C. The accumulated sick leave balance shall be included on the unit member's pay stub.
- D. Teachers employed on Supplemental Contracts for regular summer school or ISTEP Remediation classes shall be granted sick days as follows:

If employed to teach up to four weeks...one (1) day;

If employed to teach four (4) weeks or more...two (2) days.

Unused sick days granted under this section shall not be accumulated or transferred to any other account.

The teachers specified above are eligible to use up to five (5) days of accumulated sick leave, as follows: Less than three (3) hours of summer school contracted service shall be considered as "one-half day". Three (3) hours or more shall be considered as a "day". Any sick time used, over and above the days granted shall be deducted from

available sick leave accumulation.

- E. All professional personnel of the School Corporation shall be allowed up to five (5) days leave per year, not accumulative, and not deducted from Sick Leave or Personal Leave, in case of illness of a member of the immediate family. If all five (5) family illness days have been used, the teacher may use up to five (5) days of his/her accumulated sick leave days for purposes of additional family illness. At the sole discretion of the Superintendent, additional days of accumulated sick leave may be allowed for this purpose.

"Immediate family", in this instance, shall be defined as spouse, child(ren), step-child(ren), grandparent, great-grandparent, grandchild, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-parent, step-sibling, or any other person domiciled in the teacher's home.

The Administration may request documentation of the reason for the leave.

SICK LEAVE BANK

1. Purpose

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

2. Structure

- a. The Sick Leave Bank shall have a maximum of sixty (60) days.
- b. Days in the Sick Leave Bank shall be contributed in the following two (2) ways:
 - 1) The School Board initially contributed twenty-seven (27) days.
 - 2) The teachers shall have the opportunity to contribute, on a voluntary basis, not more than one (1) day each, until the maximum of sixty (60) days is reached. An enrollment period for teachers to contribute shall be held during September and must be completed by September 30.
- c. When days are used from the Sick Bank, $\frac{1}{2}$ of the days used will be charged to the Board, $\frac{1}{2}$ of the days used will be charged to the teachers.
- d. Restored days given by teachers will be matched by the Board until the maximum sixty (60) is reached.
- e. The NPTA shall receive an accounting of the number of days in the Sick Leave Bank at the beginning of each school year and after each request has been approved.
- f. Teachers shall be allowed to contribute up to one (1) day of sick leave each year.
- g. At the beginning of the school year each teacher shall be provided with a form to indicate whether or not they are willing to donate one (1) day as needed.

3. Administration

Supervision of this Bank shall be administered by the following:

- a. A committee composed of the following members:
 - 1) Four (4) teachers, none being from the building of the individual concerned, appointed by the Co-Presidents of the NPTA.

- 2) Four (4) management representatives of the School Corporation, none being from the building of the individual concerned, appointed by the School Board or its authorized representative, excluding the building Principal involved.
 - 3) In case of a tie vote on a teacher request for use of the Sick Leave Bank, such request will be automatically denied. Any vote being taken shall be by secret ballot.
- b. Vacancies on the Committee shall be filled before the next meeting in the following manner: Teacher vacancies will be filled by NPTA co-presidential appointment; management representative vacancies will be filled by appointment of the School Board or its authorized representative.
 - c. The entire membership of the Committee shall select one (1) of their members to act as chairperson, one (1) of their members to act as vice-chairperson and one (1) to act as secretary for the duration of the year. The chairperson and vice-chairperson should be from different buildings so that the chairperson could excuse him/herself should an applicant for Sick Bank days be from the chairperson's building.
 - d. The Committee will meet during the school year as needed.
 - e. Special meetings may be called by the chairman at the request of any Committee member.
 - f. A majority of members will be required for official action of the Committee.
 - g. The Sick Leave Bank Committee may grant, deny or suspend grants of sick days from the Bank. Their judgment or decision shall be final. Any grants shall be retroactive, except in hospitalization, nursing home or similar confinement, in which case, the Committee may grant days in advance when supported by appropriate medical evidence. Each applicant automatically consents to submit to medical examination and/or review of his medical history, if it is deemed necessary by the Sick Leave Bank Committee.

4. Usage

Application for days to be used from the Sick Leave Bank will be as follows:

- a) All sick leave and personal leave days previously accumulated by the individual must be exhausted.
- b) Applications shall be made in writing to the chairman of the Sick Leave Bank Committee and shall be accompanied by a physician's statement describing the nature of the disability, treatment being rendered, and prognosis for a return to work.

- c) Application for grant may be made by the personal representative in cases where the individual staff member is unable to do so.
- d) Application must be made within thirty (30) days of the individual's exhausted sick leave accumulation.
- e) Days awarded shall begin immediately upon the exhaustion of all individual sick and personal leave days.

ARTICLE 5

LEAVES OF ABSENCE

A. PERSONAL LEAVE

Teachers shall be granted four (4) days Personal Leave with pay each school year.

1. This leave is to be used for personal business which cannot be scheduled outside of regular school hours.
2. Notification of Personal Leave should be made two (2) days prior to such leave, except in cases of emergency.
3. The applicant's reason for taking Personal Leave shall be to state that he is taking it under the provisions of this Contract.
4. Unused Personal Leave shall be transferred to the accumulated Sick Leave of the teacher, subject to the maximum day accumulation provisions contained in Article IV A 3.
5. Subject to the conditions heretofore described in this section, teachers may use one-half ($\frac{1}{2}$) day per school year of personal leave in multiples of one (1) hour. The one-half ($\frac{1}{2}$) day shall entitle a teacher to four (4) such one (1) hour leaves. If a teacher uses one (1) of the one (1) hour leaves, one-half ($\frac{1}{2}$) day of personal leave shall be charged against the teacher immediately. The remaining one (1) hour multiples may be used during the school year, but will not carry over to the next school year nor will they accumulate as partial days of personal leave.

B. BEREAVEMENT LEAVE

1. Each teacher may be absent from work, with pay, for a period extending not more than five (5) consecutive school days. In no case shall the leave extend beyond fourteen (14) calendar days from the beginning of such leave. Bereavement days shall apply only during periods that the employee is scheduled to work.
2. "Immediate family", in this instance, shall be defined as spouse, child(ren), step-child(ren), grandparent, great-grandparent, grandchild, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-parent, step-sibling, or any other person domiciled in the teacher's home.
3. One (1) day of absence, with pay, will be allowed in each case to attend the funeral of any other relative.

C. MATERNITY LEAVE

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

1. Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent of the School Corporation at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.
2. All or any portion of leave taken by a teacher because of temporary disability caused by pregnancy may be charged, at her discretion, to her available Sick Leave. The teacher is entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is incapable of performing the teacher's regular teaching duties. After her available sick leave has been used, the teacher may be absent without pay, subject to Subsection (1) of this Section. This leave may be taken without jeopardy to re-employment, retirement and salary benefits (except as it may effect years of service on the salary schedule), tenure, and seniority rights.

D. PATERNITY LEAVE

When a child is born to the wife of a male teacher, he shall be granted up to two (2) consecutive workdays for Paternity Leave charged, at his discretion, to his available Sick Leave beginning any time within a two (2) week period beginning with the date of birth. In case of extenuating circumstances, the Superintendent may allow a change in the specified time period stated above. In no case shall the leave extend beyond four (4) calendar days.

E. ADOPTION LEAVE

1. An adoptive leave of up to one (1) year, without pay, shall be granted a teacher who adopts a child. Notice of intent to take adoptive leave should be given to the Superintendent at the time the teacher makes initial application. The leave shall commence when the teacher takes physical custody of the child, or earlier if necessary to meet the requirements of the adoptive agency.

2. A teacher who is on adoptive leave shall give notice of intent to return to employment thirty (30) days prior to the date on which such leave terminates.
3. Credit for teaching experience or towards tenure shall not be earned during the period of the leave.
4. The Superintendent shall grant up to two (2) days for personal appointments and necessary arrangements at the time of the adoption.
5. A teacher on adoptive leave shall not accept employment outside the Corporation's employ unless approved by the Superintendent. In the event that the teacher does accept employment without approval, the Superintendent may immediately terminate the adoptive leave and require the teacher to return to work. Failure by the teacher to comply shall constitute resignation from the Corporation.

F. PROFESSIONAL GROWTH LEAVE

Teachers may be allowed school time and be reimbursed an approved amount for travel and lodging expenses to attend professional meetings pertaining to their department, with prior approval of the Administration and School Board.

G. COURT LEAVE

Court Leave with pay shall be granted to teachers who are defendants for the time necessary to make appearances in any Court appearance resulting from any civil suit arising out of the performance of his assigned duties. 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 NPTA 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.

H. JURY DUTY LEAVE

The salary of an individual on jury duty will be the difference between the individual's regular salary and the remuneration received for jury duty.

I. POLITICAL LEAVE

If a teacher is elected to a public office and the work of the public office would interfere with the task of teaching, the teacher shall be granted a leave of absence, without pay, for a period of time to enable the teacher to serve one (1) full term in the office to which he was elected.

J. SABBATICAL LEAVE

The School Corporation may grant a leave of absence for a period not exceeding one (1) year to a teacher for Sabbatical Leave. This time shall be credited towards the teacher's tenure and retirement. The School Corporation may grant partial compensation for a leave of absence in an amount determined by the School Corporation. However, should the teacher, during a Sabbatical Leave, serve any employer that agrees to reimburse the School Corporation the amount of the teacher's regular salary, the School Corporation may grant full compensation. A contract is required for a leave granted under this section. The School Corporation may grant a Sabbatical Leave to a teacher, upon written request, for improvement of professional skills through advanced study, work experience, teacher exchange programs, or approved educational travel. If the teacher is granted any compensation by the Board during the leave, the teacher will provide a promissory note in the amount of the Board's financial grant, such promissory note to be paid in full by the teacher within ninety (90) calendar days of resignation or retirement.

K. DISABILITY LEAVE

With, or without, a written request, a School Corporation may place a teacher on leave of absence for a period not exceeding one (1) year because of disability or sickness. However, a teacher, not having made a written request, shall have the right to a hearing on such action in accordance with the provisions of I.C. 20-28-10-4 and I.C. 20-28-10-5

L. MILITARY LEAVE

A leave of absence for active military services shall be granted, as per Statute I.C. 20-28-10-6 thru I.C. 20-28-10-11.

M. UNPAID LEAVE OF ABSENCE

Upon a written request by a teacher, the Board may, at its discretion, grant an unpaid leave of absence to a teacher.

- (1) The initial grant of leave shall be for not more than one (1) year.
- (2) Request for initial leave of absence shall be made in writing to the Superintendent at least sixty (60) calendar days prior to the first day of the expected leave.
- (3) All Board contributions toward fringe benefits shall cease during the period of the granted leave.

- (4) The teacher may choose to continue on a single or family health insurance plan at his/her own cost. Payments will be made one (1) month before the payment by the corporation is due.
- (5) The teacher shall not lose seniority or other accumulated benefits.

N. GENERAL PROVISIONS COVERING LEAVES OF ABSENCE

1. A teacher returning from a leave of absence shall be considered for his same position in the same school when he returns. If this is not possible because of unusual circumstances, he shall be given a position within his teaching certificate.
2. Teachers returning from leaves of absence shall retain their tenure status upon returning from leave according to applicable law.
3. All teachers on Adoption, Political, Sabbatical, Disability, Maternity and Military Leaves shall return to teaching service only at the beginning of a semester or grading period, at the discretion of the Board. Exceptions may be made at the discretion of the Board after written request from the teacher.
4. Teachers whose leaves extend through the end of the regular school year must notify the Office of the Superintendent of their intent to return to work for the next school year PRIOR to April 15th of the regular school year. The Board shall notify each teacher on leave of this provision, and the April 15 date, by registered mail, no later than April 1. Unless there are extenuating circumstances, teachers whose leaves expire at any other time should notify the Office of the Superintendent of their intent to return to work at least thirty (30) calendar days prior to the expected date of return.
5. Teachers returning from leave of absence for reasons of illness, maternity or disability shall present verification by the teacher's physician of ability to return to work and of the teacher's ability to perform the responsibilities of the position.
6. Upon a written request by a teacher, the Board may extend any leave that has been granted to a teacher. An extension, if requested, shall be made in writing to the Superintendent at least thirty (30) calendar days prior to the termination of the initial leave.

ARTICLE 6

COMPENSATION AND EXPENSES

- A. The salary schedules for teachers are set forth in Appendix "A" or "A1" (2008-2009 and 2009-2010).
1. Regulations governing the administration of the Salary Schedule:
 - a. Salary Schedule is applicable to Indiana teacher licensed personnel.
 - b. Pay dates for the 2008-2009 school year shall be on the days set forth in the Appendix G. Pay dates for the 2009-2010 school year shall be on the days set forth in the Appendix G1.
 - c. Teachers may choose to have their pay in the first twenty (20) pays as scheduled in Appendix F. The teacher shall be paid in twenty-six yearly installments unless the teacher notifies the Superintendent's Office, in writing, of his/her desire to be paid in twenty (20) installments no later than the fifth (5th) day of school.
 - d. If school is extended as a result of school closings for five (5) days or less, for teachers on twenty (20) pays, the last check will be held until the last work day if later than the schedule in respective Appendix F. In the event school is extended beyond five (5) as a result of school closing, teachers shall receive a partial check at the end of each week worked.
 - e. Provisions c & d above can be waived for the final pay checks for a retiring teacher.
 - f. In the event a pay day falls on a school holiday, the Corporation shall endeavor to pay teachers that check on the last school day prior to the holiday.
 - g. After five (5) days of school, teachers new to the School Corporation shall, upon request, receive an advance on their first scheduled paycheck. The amount of this advance shall not exceed four hundred dollars (\$400.00).
 - h. Teacher contracts shall be signed by the teacher and returned to the Superintendent's office according to the following schedule:

- 1) Within thirty (30) days from the date of issue, provided professional negotiations have been settled and a professional contract has been signed on or before July 1.
- 2) Within ten (10) days from the date of issue, provided the professional contract has not been finalized fourteen (14) days prior to the submission of the budget.
- 3) A teacher who will be inaccessible for a period of time during the summer and would not be available to sign a contract during the allotted time shall notify the Superintendent in writing prior to his departure of his absence and of his intent to sign a contract upon his return.

Contracts shall be completed with dates of employment, salary amounts, and extra-curricular duties and compensation.

- i. All adjustments to salary as a result of additional training shall be effective at the beginning of the semester immediately following completion of the course provided documentation in the form of a transcript, which may be a copy of the original transcript, or a letter on official stationery from the course instructor has been provided by the teacher.* If, through no fault of the teacher, the documentation is late, the Corporation shall pay retroactively to the beginning of the semester which follows the semester in which the course work was successfully completed.

* If acceptable to the Board of Accounts.

- j. Pay checks issued during summer months will be mailed to teachers on the day preceding the payday unless the teacher indicates that he will pick up his check at the Superintendent's office.
 - k. Each year of active military service, up to a maximum of four (4) years, shall be recognized as one (1) year's experience on the salary schedule.
- 2 For each teacher who is eligible under these provisions, the Board shall pay to the Fund the teacher's portion of the Indiana State Teachers' Retirement Fund contribution not to exceed 3% of the covered income. This payment shall be shown on a schedule to be attached to the salary schedule and may reflect the total salary paid to the teacher including the ISTRF contribution.

- B. Salary differentials, other than those listed in Appendix "A" shall be found in Appendix "B". (Extra Curricular Pay Schedule). In the event that a teacher desires to no longer perform an extra-duty position, that teacher may file a request with the Superintendent to be relieved of that position. In the event the teacher is relieved of that position, the Superintendent shall post a notice of a potential vacancy in such position, and shall receive written notices from any teacher desiring to replace said teacher in the extra-duty position. Such teacher may be replaced by any teacher that the employer determines qualified for such position and who voluntarily accepts such position.
- C. A teacher who is not provided a motor vehicle by the Corporation and who is authorized by the Superintendent and required to use his own motor vehicle in pursuit of his assigned duties, shall be reimbursed for each mile traveled in his/her personal automobile in the pursuit of such teaching duties at the amount set by IRS guidelines.
- D. The following payroll deductions shall be available to teachers:
1. Association (NPTA, ISTA and NEA) Dues and Assessments:
 - a. After the beginning of the school year, but no later than September 15th, the Association shall deliver to the Board individual payroll deduction authorization for new members and a list of continuing members, such authorizations to each state the amount to be deducted.
 - b. The teacher has the option of requesting six (6) or fifteen (15) equal deductions, beginning with the first paycheck in October.
 - c. The deductions shall be remitted not less frequently than monthly to the NPTA.
 - d. Upon termination of a contract, the Board shall deduct all unpaid Association dues from the remaining paycheck(s).
 - e. 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.

f. A teacher may elect to sign an authorization authorizing the employer to deduct Association dues on a continuing basis for more than one (1) school year and until such authorization is revoked in writing, provided that such authorization is in writing in clear and express terms.

2. Teachers' Retirement.

3. Association-endorsed insurance programs.

4. Tax-sheltered annuities.

a. Payroll deductions will be taken on gross amount and this will be shown on the W-2 form at the end of the year.

b. All insurance companies involved will be paid the same day of the month, which would be the tenth (10th) day of the following month or first (1st) business day thereafter.

c. The maximum number of insurance companies to be dealt with shall be eight (8). All eight (8) of the companies must adhere to and participate in all federal and state required monitoring regulations.

d. Payroll deductions for Tax-sheltered annuities under this section shall be transferred to the annuity every two weeks as soon as possible after the deduction has been made.

E. The Board shall provide liability insurance protection for teachers required to supervise students in Board-approved and sponsored class and activities.

F. Teachers shall be employed on one (1) or more of the following contracts:

1. Regular Teachers' Contract

a) Shall be for one hundred eighty-four (184) days, as per School Board's adopted school calendar.

b) A teacher may, at the discretion of the School Board, be contracted for more than one hundred eighty-four (184) days as per School Board's adopted school calendar.

2. Supplemental Service Teachers' Contract

- a) Shall be used for professional services in evening school or summer school for credit generating courses, elementary remedial and enrichment classes, and summer band instruction. Such additional hours to be paid for at the teacher's hourly rate of pay.
- b) Acceptance shall be on a voluntary basis.

3. Contract for Employment

- a) To supervise educational activities when schools are not in session, (I.C. 20-28-6-7), such as agricultural club work, home economics club work, driver's education and athletic activities.
- b) Acceptance shall be on a voluntary basis.

- G. Any teacher who is assigned as a substitute for another teacher during his/her preparation period shall receive \$15.00 per hour above his/her normal pay.
- H. If an established assistant coaching position is not filled by ten (10) days into the sport season, then the head coach shall receive one-half the stipend for the assistant coaching position as well as the head coaching position. (This situation applies only if one of the first two assistant coaching positions has not been filled).
- I. Teachers doing staff development opportunities or curriculum meetings approved and directed by the Central Office and held outside the contract shall be compensated at the rate of \$25.00 Per hour.
- J. Teachers who have unused sick and personal days in excess of one hundred eighty (180) days at the end of the school year shall be paid for each such unused sick and personal leave days over one hundred eighty (180) days at the amount of \$75.00 per day. Said payment shall be paid directly to the teacher's 401(a) plan.
- N. Early Retirement Incentive - Year One.

The Board will offer a "retirement incentive" to any teacher who chooses to retire during a period commencing with the ratification of this contract and the end of the 2008-2009 school year.

For each teacher who meets the following requirements, the Board will deposit into the teacher's 401 (a) plan an amount equal to twenty percent (20%) of the teacher's salary (Salary Schedule only) earned during the last year of employment as listed in Appendix A.

The requirements are:

1. The teacher must present, no later than May 1, 2009, a written and signed statement of the teacher's preliminary desire to participate in the buy-out program;
2. The teacher must present, no later than May 15, 2009, a written and signed letter of retirement; and
3. The teacher must qualify for retirement under the "Rule of 85" issued by the Indiana State Teacher Retirement Fund (ISTRF).

O. Early Retirement Incentive - Year Two.

The Board will offer a "retirement incentive" to any teacher who chooses to retire during a period commencing with the ratification of this contract and the end of the 2009-2010 school year.

For each teacher who meets the following requirements, the Board will deposit into the teacher's 401 (a) plan an amount equal to twenty percent (20%) of the teacher's salary (Salary Schedule only) earned during the last year of employment as listed in Appendix A.

The requirements are:

1. The teacher must present, no later than December 4, 2009, a written and signed statement of the teacher's preliminary desire to participate in the buy-out program;
2. The teacher must present, no later than December 15, 2009, a written and signed letter of retirement; and
3. The teacher must qualify for retirement under the "Rule of 85" issued by the Indiana State Teacher Retirement Fund (ISTRF).

ARTICLE 7

RETIREMENT PAY

- A. Upon retirement and after serving a minimum of ten (10) years in this School Corporation, a teacher shall receive forty dollars (\$40.00) for each day of accumulated sick leave, up to a maximum of one hundred eighty (180) days.
1. In order to participate in this Retirement Leave pay, a signed resignation terminating employment with the School Corporation must be submitted by July 1 of the year PRIOR TO the last teaching year. Teachers failing to make timely notice of retirement shall receive the retirement pay after a one (1) year delay so it can be budgeted by the school system, provided that said teacher meets all other requirements for said retirement pay.
 2. The teacher must have applied for benefits from Indiana State Teachers Retirement Fund (ISTRF).
 3. If all provisions of the retirement Leave Pay have been met by the teacher, any remaining benefit due the teacher at the end of the last contract year shall be paid before July 1 of that year.
 4. A retiring teacher, as per this section, who has a serious illness in his last year with the school corporation shall not have days of sick leave used as a result of this illness counted against his retirement calculation. A teacher who has not notified the school corporation by July 1, as per this Article, may apply to the school board for an exception in special circumstances. The board shall act on the application on a case-by-case basis, and no practice or precedent shall be inferred by the board's actions.
- B. A unit member who elects to retire and who meets all of the requirements specified below shall be eligible to have one hundred eighty seven dollars and fifty cents (\$187.50) per month (\$2,250.00 per year) of his/her health insurance premium paid by the corporation. The teacher has the obligation to pay the balance of the premium in accordance with the requirements established by the Corporation's business office.

The requirements are:

1. The teacher must have at least fifteen (15) years of teaching experience in the North Putnam Community School Corporation.
2. The teacher must qualify for full ISTRF eligibility under the Rule of 85.

3. The teacher must have applied for benefits from Indiana State-Teachers Retirement Fund (ISTRF).
4. The teacher must have attained his/her fifty-fifth birthday (55th).
5. The individual must have participated in the Corporation's medical insurance plan for at least five (5) years, unless a qualifying event brought them into the corporation's plan. In any case, the retiree must have been on the corporation's medical plan for at least one (1) year at the time of retirement.

For a teacher meeting such requirements, benefits under the provisions of this section shall be paid as follows:

1. The insurance benefit will be paid on a monthly basis until the individual attains the age of sixty-five; and
 2. The insurance benefit is limited to a maximum of one hundred twenty (120) months.
6. If the insurance provider agrees, the Board shall continue to insure the participating teacher through the Corporation's life insurance plan during the period in which the teacher is receiving the benefit provided in this section. Such insurance shall be at the Board's expense, with the teacher paying one dollar (\$1.00) per year. Such insurance shall cease upon payment of the last benefit provided in this section. In case of the death of such retiree prior to the receipt of all benefits provided in this section, 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 this section.
 7. The added compensation of retirement pay (Section A) shall be paid in one of the following ways at the teacher's option:
 - a. Upon written request, received at least thirty (30) days prior to the first pay of the last teaching year, the added compensation of retirement pay shall be added to the teacher's regular salary and divided equally among the pay periods of his final year of service.
 - b. Upon written request, received at least thirty (30) days prior to the first pay of the second to last teaching year, a teacher may choose to have his retirement pay paid equally over his last two years of employment. In order to participate in this option, a signed resignation terminating employment with the School Corporation must be submitted by July 1 of the year PRIOR TO the second last teaching year.

- c. A teacher may elect to receive a lump sum payment at the end of the school year. The teacher may choose to defer all or part of the lump sum until January 1 of the year following their retirement.

C. 401(a) and 403(b) Plans:

The Board will establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certified employees. The Board shall also maintain a 403(b) Plan (hereinafter referred to as the "403(b) Plan") for all certified 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)/403(b) 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 as follows: The Board shall contribute an amount equal to up to 5% (2007-2008 and thereafter) of teacher's salary as listed in Appendix A.

ARTICLE 8

FACULTY DEVELOPMENT

The employer will provide four thousand five hundred dollars (\$4,500) for this contract period for faculty development. Teachers may apply for these funds by submitting a proposal to the Superintendent for review by two management and two Association representatives. Awards will be based on the merits of the proposal.

ARTICLE 9

FRINGE BENEFITS - INSURANCE

A. The School Board will make available to teachers a group hospitalization program that provides hospitalization, surgical and major medical benefits.

1. Regulations governing the administration of insurance benefits:

a. Coverage for insurance programs shall be effective at the beginning of the month following:

- 1) enrollment by the employee in each plan the employee wishes to participate in; and
- 2) the deduction of the employee's share of the applicable premiums.

2. Effective with the January 2009 premiums (December, 2008 deductions), the Board shall pay amounts toward the premium for each member enrolled in the corporation's applicable hospitalization plan as follows:

a. Family Hospitalization Plan.

A maximum amount per month toward the premium for each member enrolled in the corporation's family hospitalization plan. However, in no case shall the Corporation's contribution amount to more than ninety percent (90%) of the premium of the plan carried by the employee.

Indemnity Plan (\$150 deductible) up to six hundred forty-eight dollars (\$648.00) per month;

Indemnity Plan (\$325 deductible) up to seven hundred sixty-three dollars (\$763.00) per month;

PPO Plan (\$150 deductible) up to seven hundred fifty-six dollars (\$756.00) per month;

PPO Plan (\$325 deductible) up to seven hundred ninety-seven dollars (\$797.00) per month.

PPO Plan (\$1500 Deductible) up to six hundred twenty-five dollars (\$625.00) per month.

High Deductible Health Plan (\$3,000 deductible) up to six hundred twenty-five dollars (\$625.00) per month.

b. Single Hospitalization Plan

A maximum amount per month toward the premium for each member enrolled in the corporation's single hospitalization plan. However, in no case shall the Corporation's contribution amount to more than ninety percent (90%) of the premium of the plan carried by the employee.

Indemnity Plan (\$150 deductible) up to two hundred eighty-five dollars (\$285.00) per month;

Indemnity Plan (\$325 deductible) up to three hundred forty-six dollars (\$346.00) per month;

PPO Plan (\$150 deductible) up to three hundred forty-seven dollars (\$347.00) per month;

PPO Plan (\$325 deductible) up to three hundred fifty-three dollars (\$353.00) per month.

PPO Plan (\$1500 Deductible) up to two hundred seventy-two dollars (\$272.00) per month.

High Deductible Health Plan (\$3,000 deductible) up to two hundred seventy-two dollars (\$272.00) per month.

c. Teacher and Spouse (with dependents)

During the term of this Contract, if both a teacher and spouse teach in the Corporation, and have dependents, and both teachers elect to enroll in the corporation's hospitalization plan, the Board shall pay one hundred percent (100%) of the PPO \$325 Deductible Family Plan Premium. If the employees wish to participate in a more expensive plan, the employees shall pay the difference between the plan chosen and the plan provided herein.

d. Teacher and Spouse (without dependents)

During the term of this Contract, if both a teacher and spouse teach in the Corporation, and have no dependents, and both teachers elect to enroll in the corporation's hospitalization plan, the Board shall pay one hundred percent (100%) of the PPO \$325 Deductible Employee Plan Premium for each of them. If the employees wish to participate in a more expensive plan, the employees shall pay the difference between the plan chosen and the plan provided herein.

3. Any part-time teacher on a regular contract wishing to participate in the health insurance policy may do so, but the Board will pro-rate the amount of its contribution for that teacher according to the percent of time that the teacher is employed.
 4. It is agreed that, in accordance with the Rules & Regulations of the Insurance Trust, the Co-Presidents of the NPTA, or his/her designee, shall serve as a member of the Board of Trustees, and/or Executive Committee of the Trust.
 5. That individual shall be released, without loss of pay, to attend the quarterly meeting and/or specially called meeting(s) of the Trustees of the Trust.
 6. Withdrawal from the Trust shall be by mutual agreement.
 7. Any teacher utilizing the High Deductible Health Plan, the Corporation shall deposit money equal to any difference between the PPO 325 Plan premium and the HDHP premium of the teacher's selected plan into the teacher's HSA.
- B. The School Board will provide an Income Protection Insurance Plan (Long-Term Disability) to all teachers. The Board shall provide payroll deduction for the cost of the plan. Teachers will pay the full cost of the premium for the plan. Eligibility requirements, enrollment requirements, and benefits shall be governed by the express terms and provisions of the Long-Term Disability Insurance Policy. No other payroll deductions will be made for any other LTD policies of the employee.
- C. The Board shall provide a \$50,000 group term life insurance protection plan for each member, provided that for teachers age 65 and over the benefit shall be reduced as provided in the corporation's master policy. Teachers shall have the right to purchase additional life insurance up to the maximum of an additional fifty thousand dollars (\$50,000.00). Such additional insurance coverage is contingent upon the agreement of the carrier, and at a rate set by the carrier.
- D. Eligibility requirements, enrollment requirements, and benefits shall be governed by the express terms and provisions of the school corporation's master policy for each benefit provided under this Article.
- E. A continuing insurance committee composed of three Association members and three Board appointees shall periodically evaluate existing insurance programs and shall recommend the insurance companies to be used as carriers of the policy or policies to be used by the corporation teachers.
- F. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all teachers. The School Corporation will grant participation in the following three components: Insurance premiums, Dependent care expenses, and medical/dental expenses. The maximum benefit dollars purchased each year shall not exceed \$5,000.00.

ARTICLE 10

FRINGE BENEFIT - NON-INSURANCE

- A. Benefits of Worker's Compensation are available when employee accidents occur while on the job.
- B. In case of absence due to injury and/or any accident when the teacher is on school-assigned duty or business, the teacher's wages shall continue in full for eight (8) days without reduction in accumulated sick leave until Worker's compensation payment begins. Thereinafter, the Board shall pay to the teacher the difference between the compensation payment and the contractual salary of the employee without reduction of accumulated sick leave, up to and not exceeding five hundred (500) weeks or up to and not exceeding forty-five thousand dollars (\$45,000.00). Notwithstanding any other term or provisions of this Article, benefits hereunder are conditioned upon the teacher having qualified for and received workers compensation payments pursuant to state statute.
- C. The Board shall pay all necessary legal expenses incurred in defending any teacher from any civil suit arising out of the performance of his assigned duties. Payments hereunder are conditioned upon the Corporation's liability carriers approving of and paying such expenses.
- D. Upon the demise of any teacher during any contract school year, a death benefit in the amount of Forty dollars (\$40.00) for each day of accumulated sick leave, up to a maximum of one hundred eighty (180) days shall be paid to said teacher's designated beneficiary (as shown on that teacher's Corporation provided Term Life Insurance Plan).
- E. In the event of the death of an employee or a retiree, the spouse and/or dependents shall have the option of staying on the group health plan at the group rate. After the exhaustion of any benefits of the employee, the survivors shall be responsible for the premiums. This provision is subject to the approval/acceptance of the insurance carrier(s).

ARTICLE 11

PERSONNEL FILES

A teacher shall have the right to read and photocopy, at his expense, the materials in his personnel file upon proper and sufficient notice to the employer, provided that no files may be removed from the office in which they are located and must be examined and copied in the presence of the employer, and further provided that such access shall not extend to confidential college placement materials or confidential letters of recommendation regarding entry employment.

Nothing derogatory to a teacher's conduct shall be placed in the files of a teacher unless the teacher has had an opportunity to read the material, or has received a copy of such material by U.S. certified mail. The teacher shall have the right to place in the file a statement in rebuttal to any derogatory comments. The teacher shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed, and does not necessarily indicate agreement with its contents. In those instances where the material has been mailed to the teacher, the U.S. receipt of mail card shall serve as verification of receipt of the material.

ARTICLE 12

VACANCIES AND TRANSFERS

- A. 1. All known vacancies in present teaching positions or newly created positions that occur during the 184 teacher work year or within ten (10) days of the start of said work year, shall be posted by the Superintendent on the faculty bulletin board in each building for a period of five (5) calendar days. Teachers interested in being considered for such vacancies shall file with the Superintendent on or before the expiration of the posting period a written application indicating the specific position desired.
2. Vacancies occurring during the summer recess up until 10 days of the start of the one hundred eighty-four (184) day teacher work year, shall be posted on the outside door or window of the Superintendent's office for a period of ten (10) calendar days. Teachers interested in being considered for such vacancies shall file with the Superintendent on or before the expiration of the posting period a written application indicating the specific position desired.
3. The Association, on May 1 of each year, shall submit to the Superintendent written notice stating which five teachers of the Association requests the Superintendent send a vacancy notice to. In addition to these five teachers, the employer will send a vacancy notice to the Association Co-Presidents that are designated in writing and filed with the employer.
4. The employer will attempt to reach by phone the above seven designees during ten (10) days prior to start of school, Christmas vacation and spring vacation.
5. The employer shall determine when a vacancy occurs.
- B. No assignment of new teachers to specific positions in the school system shall be made until action on all pending requests for transfer to those positions has been taken.
- C. 1. A teacher may apply for a transfer to another teaching position within the bargaining unit on or before May 1 of each year on a transfer application form provided by the employer. The teacher or teachers who have applied for consideration shall be considered on the following basis in the following order.
- a) Certification
 - b) Length of service in the system
 - c) Skills
 - d) Training
 - e) Education
 - f) Experience
 - g) Compatibility with staff

2. Where the foregoing factors are substantially equal, the preference shall be given to the applicant with the greatest number of years of service in the school system.
- D. Teachers involuntarily transferred shall be notified of the impending transfer as soon as the decision to transfer is made. The teacher shall have the right to a conference with the administration and have the reasons for the transfer discussed. Upon request by the teacher, the teacher shall be given the reasons for the transfer in writing.

ARTICLE 13

JOB SHARING

- A. Teachers interested in sharing one position shall mutually submit such request, in writing, to the Board no later than March 1 prior to the year the shared contract becomes effective.
- B. A job-sharing team shall be composed of two (2) teachers who agree to work together to share one position on a fifty-fifty basis.
- C. Two (2) teachers wishing to work together as a job-sharing team must develop a detailed proposal setting forth their plan for sharing one (1) full-time position. This plan must have the approval of the building principal and the superintendent. This plan will cover such issues as hours worked, specific teaching duties of each teacher, preparation time, and non-classroom duties. Each teacher of the job-sharing team will have full responsibility for the development and implementation of the plan.
- D. Teachers of the job-sharing team will be entitled to all of the rights of full-time teachers. However, the salary will be one-half ($\frac{1}{2}$) of the salary of the full-time teacher. The Board will pay one-half ($\frac{1}{2}$) of the amount toward fringe benefits as paid a full-time teacher, as set forth in the collective bargaining agreement. In addition, teachers of a job-sharing team shall receive one-half ($\frac{1}{2}$) the number of sick days and personal leave days as provided to full-time teachers in the collective bargaining agreement.
- E. The job-sharing team submitting a proposal will be notified concerning the acceptance or rejection of such proposal on or before May 15. Upon request, unsuccessful applicants will be notified, in writing, of the reason(s) for the rejection of their proposal.
- F. If one teacher of the job-sharing team chooses to return to full-time teaching, the job-share position shall revert to a single teaching position, and the teacher of the two (2) teachers who shared the position with the most seniority will have first choice in electing to retain, as a full-time position, the job-shared position, or to return to a position recently vacant. A teacher, whose current assignment is not available due to a reduction in positions, shall be placed in another teaching assignment in accordance with the teacher's certification and tenure status. If no position is available for the employee with the least experience, the provisions of the collective bargaining agreement shall apply. March 1 will be the deadline each year for teachers sharing the same position to request to return to a full-time teaching position.
- G. Job-sharing teachers shall move the appropriate number of steps on the salary schedule for half year employed. Upon return to full-time employment, they shall receive half salary step credit for each year of job-shared teaching. It is understood it requires two half years to equal one full year on the salary schedule.

- H. The Board, based on the recommendation of the superintendent, will make the final determination as to whether a position will be considered for job-sharing.

ARTICLE 14

DUE PROCESS

- A. In the case of the misconduct of a teacher, a teacher shall not be disciplined, reprimanded, suspended with or without pay, reduced in status or compensation, demoted or discharged without just cause. Progressive discipline shall be followed by the Administration when reasonably appropriate, and is not required when serious acts of misconduct have occurred.

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 disciplinary suspension without pay.

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

Step V - Five (5) day disciplinary suspension without pay.

Discipline at Steps I and II shall be dispensed by the building principal.
Discipline at Steps III, IV and V and shall be at the sole discretion of the Superintendent of Schools.

- B. 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. 20-28-9-21, the requirements set forth in I.C. 20-28-9-23 are waived.
- C. At the employee's written request, there shall be a conference scheduled between the employee and the administration to discuss the imposed discipline.
- D. 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.
- E. Termination shall be according to law.
- F. The Association shall be notified before any action under Steps II through V of this Article is taken by the Administration. The Association shall be notified within two (2) days of any action under Step I of this Article taken by the Administration.
- G. All employees shall be entitled to respond to progressive discipline materials in writing and have such response added to the file.

- H. Time Limits: Documentation of discipline under Steps II through V of the Progressive Discipline Section shall be purged from the personnel file of the employee after twelve (12) months from the date of last infraction, and kept in a separate file in the office of the Superintendent of Schools.

ARTICLE 15

REDUCTION IN FORCE

- A. In the event of a Board decision to reduce the number of teachers employed by the Board, the following procedures will be followed:
1. The administration will meet with the Association and discuss matters related to a reduction in force no less than fifteen (15) days prior to notification to the teacher.
 2. On or before May 1, the administration will notify teachers who are being recommended for reduction in force that the Board will consider the non-renewal of his/her contract for the next school term.
 3. In the event that a reduction of force occurs between school years, attrition will be used to the extent possible.
 4. When the Board has established the number of teachers to be effected, the administration will determine the names of the teachers to be laid off according to certification and the following criteria:
 - a) Non-permanent teachers shall be laid off prior to semi-permanent teachers.
 - b) Semi-permanent and permanent teachers shall be laid off in order of their seniority with the Corporation; the least senior being the first to be laid off.
 - c) Seniority shall be considered for Semi-permanent and Permanent teachers only, and shall be calculated from the date of the earliest period of continuous employment as a Semi-permanent or Permanent teacher, including any approved leaves of absence, as determined by the date on the individual teacher's contract.
 5. The following procedure shall be used:
 - a) The teacher to be laid-off shall be the one with the least seniority in that area.
 - b) If a teacher is to be laid off and is properly certified to teach in another area where a second teacher is employed who is less senior to the first teacher, then the first teacher shall be transferred to that area and the least senior teacher in that area shall be laid-off in his stead.

6. The employer shall maintain a recall list for a period of thirty (30) months after any lay-off. Teachers shall be offered employment in inverse order of lay-off as vacancies occur for which they are certified. A laid off teacher's name shall remain on the recall list for the full thirty (30) months except as follows:
 - a) Until removed at the teacher's request.
 - b) Until the teacher has refused a recall for employment.
 - c) Teachers laid off under the RIF procedure of this contract who are recalled after the beginning of the school year and who are under contract to another school contract shall have the right to finish that contract without loss of their recall rights. Vacancies will be filled on a contingency basis and the teacher under contract to another school corporation shall be offered the position for the next school year, if the position exists at that time.

7. As a condition for being eligible for recall, when a teacher is notified of such recall he shall reply to the office of the Superintendent according to the following schedule:
 - a) Within fifteen (15) calendar days of the post mark date of the notice, if received prior to June 20.
 - b) Within five (5) calendar days of the post mark date of the notice, if received between June 20 and August 15.
 - c) Within two (2) calendar days of the post mark date of the notice, if received after August 15 and prior to the start of school.

8. Notwithstanding the terms or provisions of this Article, any lay-off and recall shall be conducted in accordance with any affirmative action program developed and adopted by the Board, and any federal or state affirmative action requirements of law shall supersede this Article when in conflict.

ARTICLE 16

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by one (1) or more teachers or the Association of a violation, a misapplication, or a misinterpretation of this Contract.
2. The term "teacher" includes any individual or group of individuals within the bargaining unit.
3. The term "day", when used in this Article, shall be school teaching day. During the summer recess, the term shall mean weekday.

B. The purpose of this Grievance Procedure is to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violation, misapplication, or misinterpretation of the provisions of this Contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

C. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted, if the adjustment is not inconsistent with the terms of this Contract, and the Association has been given an opportunity to be present at such hearings.

D. Procedure

1. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representatives of each party.

2. Level One

- a. A teacher with a grievance may initiate this procedure in one (1) of the following ways:
 - 1) He may approach his principal and discuss the matter in his own behalf.
 - 2) He may request that a representative of the Association accompany him in approaching his principal. In such case, the principal shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

- b. In the event that Steps (1) and (2) above are unsuccessful, the Association may file a formal grievance in writing. The formal grievance shall be filed in quadruplicate, with one (1) copy to the Association, one (1) copy to the grievant, and one (1) copy to the Principal, and one (1) copy to the Superintendent. A formal grievance shall be filed as soon as possible, but in no event longer than twenty (20) days after disclosure of the facts giving rise to the grievance. The form to be used in filing a formal grievance is found in Appendix "C".
- c. Within five (5) days of the filing of the formal grievance in writing, a meeting shall take place between the principal concerned, the grievant, and the Association representative; and an answer to the grievance shall be given to the grievant in writing within two (2) days.

3. Level Two

- a. If the grievance is not resolved at Level One, the Association may, within five (5) days of receipt of the principal's answer, appeal to the Superintendent by filing the grievance and the principal's answer, along with any written response of the Association to the answer of the principal, with the office of the Superintendent, which shall acknowledge receipt thereof. A meeting with the Superintendent shall be held within ten (10) days following the receipt of such notice and the Superintendent shall promptly notify the Association of the date, the time, and the place where such appeal shall be heard.
- b. The Superintendent, or his designated representative, shall give the Association an answer in writing no later than ten (10) days after the above meeting.

4. Level Three

Within ten (10) days after receiving the decision of the Superintendent, an appeal from the decision may be made to the School Board. The School Board or its designated representatives, shall meet in executive session with the Association to review the grievance within ten (10) days, and shall in public session held within ten (10) days of the meeting render a decision on the grievance.

5. Level Four

Within ten (10) days of receipt of the decision at Level Three, the grievance may be submitted to arbitration by the Association. The Association shall notify the School Board of its intention to submit the matter to arbitration within this

ten (10) day period. After notification that the matter shall be submitted to arbitration, the following procedure shall be followed:

- a. 1) In the event that the grievance is not resolved as set forth in Level Three above, the Association may make a request in writing for arbitration of the grievance by requesting the American Arbitration Association to submit the names of at least nine (9) qualified arbitrators to the parties. The parties shall select the arbitrator according to the rules of the AAA.
- 2) A copy of the arbitration demand shall be sent to the other party. The decision of the arbitrator shall be binding upon the parties to the grievance. The arbitrator shall have no power to amend, subtract from, or add to the terms of this Agreement. The arbitrator shall not have authority, nor shall he consider his function to include, a decision of any issue not submitted. Past practices of the parties in interpreting or applying terms of this Agreement may only be relevant evidence if the contract language is vague and ambiguous.
- 3) If either party shall claim before the arbitrator that a particular grievance fails to meet the test of arbitrability, as the same are set forth in this Grievance Procedure, the arbitrator shall first rule on such claim, and if sustained, shall not proceed further except as to render the award based upon sustaining said claim. Unless expressly agreed to by the parties, in writing, the arbitrator is limited to hearing only one grievance upon its merits at any one hearing. The jurisdictional authority of the arbitrator is defined as and limited to the determination of any grievance which is in controversy between the parties to the grievance, which controversy concerns compliance with any provisions of this agreement, as stated in Section A(I) of this Article, and is submitted to the arbitrator pursuant to the provisions of this Agreement.
- b. The School Board and the Association agree that neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The parties agree that at least ten (10) days before the arbitration hearing the parties shall disclose (and provide copies if at all possible) all exhibits, lists of witnesses to be called and the nature of their testimony.
- c. The cost of arbitration under this Article shall be divided equally between the School Board and the Association.
- d. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.

E. Hearings

Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Hearings shall be conducted during non-school hours, unless it is deemed impossible by the hearing officer.

F. Time Limits

1. Time limits herein may be extended only by mutual agreement, signed by the parties.
2. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the Association shall then have the right to appeal at the next step of the procedure.
3. Any grievance not advanced from one (1) step to the next within the time limit, shall be deemed resolved by the answer at the previous step.
4. Any grievance filed must be processed under the terms of the Contract in force at the time the event leading to the grievance occurred.
5. Any grievance not presented in Level One within twenty (20) days of the time the grievant knew or reasonably should have known of the grievance, or any grievance not submitted in writing within the time limits as specified at each level, shall be deemed waived and shall not be processed.

G. Review of Award *

Notwithstanding any other term or provision of this Article, the following shall apply in the event of cancellation or non-renewal of a teacher's Regular Teacher's Contract.

1. This Article is intended to be supplementary to statutory provisions governing the cancellation or non-renewal of teachers' Regular Teacher's Contracts.
2. Within seven (7) calendar days after the Board's vote to cancel or non-renew a teacher's Regular Teacher's Contract, the Association may request arbitration under the rules of the American Arbitration Association by properly submitting a demand for arbitration to the American Arbitration Association and delivering a copy of said demand to the Superintendent of Schools.

ARTICLE 17

MANAGEMENT RIGHTS

The employer reserves unto itself all rights provided by law. The express limitations on those rights imposed by the terms of this Agreement and applicable statutes shall constitute the only limitations on such rights to manage the school system.

ARTICLE 18

NO STRIKE CLAUSE

The teachers, NPTA, its affiliates or agents thereof agree that they will not engage in a strike against the school employer during the life of this Agreement.

ARTICLE 19

MISCELLANEOUS

1. The Board shall apply for all available money under the Elementary and Secondary Education Act of 2001, 20 USC 6301 et seq.

ARTICLE 20

TERM OF AGREEMENT

- A. This Contract shall be effective as of August 1, 2010, and shall continue in effect through July 31, 2014.

This Contract shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Whenever any notice is required to be given by either of party to this Contract to the other party, either shall do so by Registered Letter at the following addresses:

If by the Association
to the School Board

Superintendent of Schools
North Putnam Community Schools
Box 169
Bainbridge, Indiana 46105

If by the School Board
to the Association

Co-Presidents, North Putnam
Teachers' Association

- B. This Contract is made and entered into at Bainbridge, Indiana by and between the Board of School Trustees of the North Putnam Community Schools, County of Putnam, State of Indiana, party of the first part, heretofore referred to as the "School Board", and the North Putnam Teachers' Association, party of the second part, heretofore referred to as the "Association", affiliated with the Indiana State Teachers' Association and the National Education Association.

FOR THE BOARD OF SCHOOL TRUSTEES:

FOR THE ASSOCIATION:

DATED THIS

BY: Charles Bile
President

BY: Masha Davidson
Co-President

BY: Jacquelyn Simpson
Secretary

BY: Susan K. Trotter
Co-President

BY: Mary Sugg Lourey
Superintendent of Schools

BY: Jeanine Peterson
Secretary

C. APPENDIX A

NORTH PUTNAM COMMUNITY SCHOOLS
2008-2009 TEACHER SALARY SCHEDULE

Columns with ISTRF are for reference to total
benefits afforded.

<u>YEARS</u>	<u>BACHELORS</u>	<u>MASTERS</u>	<u>BS W/ISTRF</u>	<u>MS W/ISTRF</u>
0	\$30,225	\$32,290	\$31,131.38	\$33,258.84
1	\$31,491	\$33,228	\$32,436.22	\$34,224.35
2	\$32,312	\$34,183	\$33,280.91	\$35,208.76
3	\$33,132	\$35,135	\$34,125.59	\$36,188.97
4	\$33,953	\$36,087	\$34,971.32	\$37,169.18
5	\$34,774	\$37,037	\$35,817.06	\$38,148.34
6	\$35,595	\$37,992	\$36,662.79	\$39,131.70
7	\$36,412	\$39,155	\$37,504.32	\$40,329.38
8	\$37,232	\$40,101	\$38,349.00	\$41,304.34
9	\$38,051	\$41,056	\$39,192.63	\$42,287.70
10	\$38,870	\$42,008	\$40,036.26	\$43,267.91
11	\$39,694	\$42,963	\$40,885.15	\$44,252.32
12	\$40,507	\$44,124	\$41,722.48	\$45,447.91
13	\$41,527	\$45,076	\$42,752.21	\$46,428.12
14	\$42,527	\$46,025		\$47,406.22
15		\$46,982		\$48,391.69
16		\$47,935		\$49,372.95
17		\$49,094		\$50,566.43
18		\$50,055		\$51,557.14
19		\$50,997		\$52,526.85
20		\$54,848		\$56,493.91

EXPERIENCE ADDENDUM

The parties agree to provide an additional compensation to those individuals who have reached years of experience on the Masters Salary Schedule ABOVE the maximum of Twenty (20) years.

- Step 21-25.....\$ 400.00 per contract (non accumulative).
- Step 26-30.....\$ 700.00 per contract (non accumulative).
- Step 31-35.....\$1,000.00 per contract (non accumulative).
- Step 36 - 40.....\$1,300.00 per contract (non accumulative).
- Step 41 & above.....\$1,800.00 per contract (non accumulative)

Notes: BS+15 Hours \$200 above BS Schedule/B.S.+30 Hours \$250 above BS Schedule
MS+15 Hours \$300 above MS Schedule/MS+30 Hours \$350 above MS Schedule
Teachers renewing their license with CRUs shall receive a \$500 one-time stipend
the contract after license renewal occurs.

APPENDIX B

NORTH PUTNAM COMMUNITY SCHOOL CORPORATION
EXTRA CURRICULAR SALARY SCHEDULE
2008-2009

The ECA Schedule for this CBA shall be determined by the ECA subcommittee and placed in the CBA upon completion after official approval by the School Board.

In the interim, until the ECA is finalized and approved by the Board, the current stipends will be used

APPENDIX C GRIEVANCE REPORT FORM
North Putnam Community School Corporation

Grievance #

Distribution of Form

GRIEVANCE REPORT

1: Superintendent

2: Principal

3: Association

4: Teacher

Submit to Principal in Duplicate

Building

Assignment

Name of Grievant

Date Filed

STEP I

A. Date of Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Relief Sought

Signature

Date

C. Disposition by Principal

Signature

Date

D. Position of Grievant and/or Association

Signature

Date

If additional space is needed in reporting sections B-1 & 2 of Step I, attach an additional sheet

STEP II

- A. Date received by Superintendent or Designee _____
- B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association

Signature

Date

STEP III

- A. Date Received by Board of Education or Designee _____
- B. Disposition by Board

Signature Date

- C. Position of Grievant and/or Association

Signature Date

STEP IV

- A. Date Submitted to Arbitration _____
- B. Disposition & Award of Arbitrator

Signature of Arbitrator Date of Decision

APPENDIX D
NORTH PUTNAM COMMUNITY SCHOOL CORPORATION
ADVANCE APPLICATION FOR USE OF SHORT-TERM LEAVE

Prepare and Submit 3 copies to
the Superintendent's Office

One copy to: () Superintendent
One copy to: () Bldg. Principal
One copy to: () Applicant

NAME

DATE

SCHOOL

Request absence from _____ to _____, inclusive.
Month/day/Hour Month/day/Hour

Reason:

Applicant: Please check leave applied for:

<input type="checkbox"/> Personal Leave	<input type="checkbox"/> Funeral Leave
<input type="checkbox"/> Illness in Family	<input type="checkbox"/> Paternity Leave
<input type="checkbox"/> Court Leave	<input type="checkbox"/> Jury Duty Leave
<input type="checkbox"/> Professional Growth Leave	

1. State meeting requested to attend and nature of meeting:

2. State where meeting to be held:
3. State dollar amount of travel reimbursement requested \$
4. State dollar amount of lodging reimbursement requested \$
5. Other comments

Signature of Applicant

Principal's Action: Recommend Approval Do Not Recommend Approval

Superintendent's Action: Approved Denied

APPENDIX E
NORTH PUTNAM COMMUNITY SCHOOL CORPORATION
REQUEST FOR USE OF LONG TERM LEAVE

Prepare and Submit 3 copies to
the Superintendent's Office

One copy to: () Superintendent
One copy to: () Bldg. Principal
One copy to: () Applicant

NAME _____

DATE _____

SCHOOL _____

Request absence from _____ to _____, inclusive.
Month/day/Hour Month/day/Hour

Reason:

Applicant: Please check leave applied for:

_____ Maternity Leave (attach doctor's statement certifying pregnancy or birth certificate)

_____ Adoption Leave

_____ Disability Leave

_____ Political Leave

_____ Military Leave

_____ Sabbatical Leave

1. State Purpose of leave

2. Compensation requested

3. Other comments

Signature of Applicant

Principal's Action:

Recommend Approval

Do not Recommend Approval

Superintendent's Action:

Recommend Approval

Do Not Recommend Approval

Board's Action:

Approved

Denied

APPENDIX F

APPENDIX G