

DISCUSSION MEMO BETWEEN SACS AND SACTA:

The following items have been discussed between SACS and SACTA as of July 1, 2011. Consistent with Indiana law, these items will continue in effect unless and until modified from time to time by SACS, but only after discussion with SACTA. The parties acknowledge that these Discussion Items are not intended to represent all matters that have been discussed between the parties.

20-29-6-7 SUBJECTS OF DISCUSSION

- 1) Curriculum development and revision
- 2) Textbook selection
- 3) Teaching methods
- 4) Hiring, evaluation, promotion, demotion, transfer, assignment and retention of employees
- 5) Student discipline
- 6) Expulsion or supervision of students
- 7) Pupil/teacher ratio
- 8) Class size or budget appropriations
- 9) Safety issues for students and employees in the workplace, except those items required to be kept confidential by state or federal law
- 10) Hours
- 11) Funding for a plan for a remediation program for any subset of students enrolled in kindergarten through grade 12
- 12) The following nonbargainable items under IC 20-43-10-3:
 - (A) Performance grants.
 - (B) Individual performance stipends to teachers.
 - (C) Additions to base salary based on performance stipends.
- 13) The pre-evaluation planning session required under IC 20-28-11.5-4.
- 14) The superintendent's report to the governing body concerning staff performance evaluations required under IC 20-28-11.5-9.

1. TEACHER EVALUATION

Section 1: The law of the State of Indiana will be adhered to with regard to teacher evaluation. Any change in the law during the term of this contract will result in a change in the requirements of this section to the extent of such change.

Section 2: Department chairpersons/supervisors covered or not covered by this Agreement may submit written documentation to the principal concerning individual teacher effectiveness. Such documentation will be made available to the teacher in a timely manner. The evaluation of the performance of all teachers is the sole responsibility of the principal(s), and the Director of Special Education.

Section 3: When a teacher is notified during the evaluation process that his job may be in jeopardy, he will be informed by the evaluator that his evaluation status may be shared with Association representatives, unless he specifically asks that it not be.

Section 4: The district will follow state statute as it pertains to the ISTEP program test scores and the reporting of the same for students in the corporation.

2. POSTING AND FILLING OF VACANCIES

Section 1: Notice of all regular teaching vacancies shall be posted by the Director of Human Resources within ten (10) school days after the Superintendent determines that such positions officially exist. During the regular school year, such notices shall be posted in each building on the bulletin board provided for teacher communication. Such notices shall at all times be posted in the Administration Building. A copy of such notice will be sent to the President of the Association, as well as to all teachers fulfilling the requirements of Section 3 as to the specific vacancy. Qualified teachers, by certification, presently employed desiring consideration for such positions must notify the Director of Human Resources in writing and such notification must be received by Human Resources within ten (10) school days after the official posting date. Vacancies occurring after July 1 of any year through the official start of the next year will be exempt from this Section.

Section 2: In filling regular teaching vacancies, any teacher presently employed may be considered for a vacant position based upon the following criteria:

- a. Certification in the Vacancy area;
- b. Length of service in the Corporation;
- c. Prior evaluations and the interview; and
- d. The best interests of the building/school corporation as determined by the building administrator.

Section 3: A qualified teacher, by certification, desiring a transfer based upon future openings not yet available will notify the office of the Director of Human Resources in writing of his/her desire prior to April 15 of the current school year. The teacher will indicate the specific position (grade level/subject area) and location desired. The transfer request shall be filed with the Director of Human Resources and will remain on file for one (1) year. A teacher will be granted only one (1) transfer annually.

Section 4: No assignment of new teachers to a specific position in the school system shall be made until action on all pending requests for transfer to that position has been taken.

Section 5: Vacancies occurring after July 1 of any year through the official start of the next year will be exempt from this section.

Section 6: In making involuntary transfers, provided no volunteers are available, the Board will consider involuntary transfers based upon the following criteria:

- a. Length of service in the corporation, within the school building assigned;
- b. Certification in a vacancy area.

Section 7: Teacher assignments within a school building shall be made by the building principal. Teachers who will be affected by a change of grade, subject, or special assignment shall be consulted by the building principal prior to the change of assignment. Absent unusual circumstances, the building principal will not reassign a teacher more than once every two (2) years.

Section 8: Extra-curricular openings shall be posted to the website ten (10) days prior to filling the vacancies, except when such vacancies occur within forty-five (45) days of the start of the activity.

3. HOURS AND WORK ASSIGNMENTS

Section 1: A regular teacher contract shall be issued for a one hundred eighty-six (186) day school year of which one hundred eighty (180) days shall be student attendance days.

Section 2: All teachers shall be provided a duty-free lunch period. The minimum length of the lunch period shall be 30 minutes for grades K thru 12. Teachers required to travel between school buildings shall not be required to use their lunch period for such travel.

Section 3: The regular teacher work day shall be seven hours thirty minutes.

Section 4: A faculty meeting shall be held on a regularly scheduled day each month. The teachers shall be notified in writing at least 2 school days in advance of additional meetings except in the case of an emergency. All faculty meetings shall be as brief as possible.

Section 5: Every middle school and high school teacher contracted for more than three (3) periods per day shall have at least one (1) unassigned period each day. Assignments to a supervised study period shall be considered a teaching period.

Section 6: All elementary teachers shall be guaranteed a minimum of 250 minutes duty-free preparation time per week. A 30-minute duty-free block of time per day shall be designated as preparation time within such preparation time.

Section 7: A teacher who has used a personal or sick leave day on a day when the School Corporation closes shall not be charged with such leave day.

Section 8: When an eLearning day falls on a day the teacher has taken a sick day, the following options are available:

1. The teacher will notify the building principal by 9:00 a.m. that the teacher will be working. The teacher will perform all tasks expected of teachers. The teacher may work remotely. This will be counted as a work day.
2. The teacher will notify the building principal by 9:00 a.m. that the teacher will be not be able to perform all tasks expected of comparable teachers. The teacher will be using a sick day.

When an eLearning day falls on a day the teacher has been granted a personal day, the teacher will not work the day, but must have lesson plans available for whomever is covering the teacher's class.

Section 9: On days when a teacher must travel more than one mile between schools, that teacher should not teach more than six (6) classes. If the teacher is asked to teach seven classes and agrees to do so, this change would require the written approval of the Superintendent. When this exception is made, the teacher will be paid a stipend of \$250 per semester.

Section 10: Elementary special area teachers who teach forty (40) minute periods shall not be required to teach more than seven (7) periods per day. A teacher may teach eight (8) periods in one day if the teacher, principal, superintendent, and the SACTA president mutually agree and provide written approval.

Section 11: Two (2) days of the school year will be provided for records day and or in service as determined by a majority vote of the full time teaching staff of each building. The subject of the professional development shall be directly related to the school improvement plan.

Section 12: Health care procedures will be performed by health care personnel and special education staff unless, in the event health care personnel or special education staff are unavailable to regularly perform a health care procedure, a general education teacher may be required to perform a health care procedure. No general education teacher, however, shall be required to perform any health care procedure or administer any medication in violation of state or federal law. Further, no general education teacher shall be required to perform any health care procedure without appropriate training as may be required by the student's treating physician. Nothing in this section shall modify a special education teacher's responsibility to perform procedures as identified in a student's Individualized Health Plan (IHP).

Section 13: Elementary part-time special area teachers' positions shall be compensated as full time positions following these guidelines:

- a. Assigned to 1 school – 35 classes per week;
- b. Assigned to 2 schools – 34 classes per week; and
- c. Assigned to 3 or more schools – 32 classes per week.

Section 14: When SACS has a 2-hour delay, it is the expectation that parent meetings (e.g. case conferences, 504s, etc.), in-service, and professional development will proceed at the scheduled time unless the parents or presenters are unable to attend. Teachers will be informed as soon as possible when these meetings are canceled or postponed.

4. SPECIAL EDUCATION SERVICES

Section 1: The District recognizes the Individuals with Disabilities Education Act (IDEA) as it pertains to the education of students within the District. The District will implement procedures to meet the requirements of state and federal law regarding special education programs as they change from time to time. Copies of the Indiana State regulations designed to implement the IDEA will be made available to all teachers.

Section 2: A copy of the Individual Education Plan (IEP) will be made available, prior to placement and subject to applicable confidentiality requirements and safeguards, to any teacher expected to provide educational services to special education students.

Section 3: The District and teachers recognize their responsibility for insuring that all adaptations identified in the IEP Modification Form are implemented.

Section 4: In accordance with procedures established by law, any teacher may reconvene the case conference if the teacher believes the provisions of an IEP are not effective or a special education student's presence in the regular education

classroom seriously interferes with the education of other students. However, prior to requesting such action, the teacher will work with the building principal and Special Education Director in an attempt to resolve the problem.

Section 5: The District will take reasonable measures to involve current and future teachers in the transition process of special education students. Such measures could include participation in the case conference, development of an IEP, tours of the schools, etc.

Section 6: The District will make a reasonable effort to make available training and resources to assist teachers in meeting the academic requirements of an IEP.

Section 7: The District will attempt to schedule case conferences during an affected teacher's preparation time.

5. GENERAL PROVISIONS

Section 1: The Board agrees that teachers shall have the right freely to join and support the Association for the purpose of engaging in bargaining.

Section 2: Association meetings may be held on school premises with the prior approval of the appropriate building administrator whose approval would not be unreasonably withheld. Such meetings shall not interfere with normal school activities or the assigned duties and responsibilities of participating teachers.

Section 3: Association officers and representatives shall conduct Association business outside the school day or during duty free lunch periods but must not, under any circumstances, interfere with normal school activities or assigned honors and duties of teachers.

Section 4: The Association may post notices on a bulletin board in the faculty lounge as designated by the building principal. All posted material must be clearly identified as Association business and signed by an appropriate officer or representative. Material not in compliance may be removed.

Section 5: The Association may place materials in the mailboxes of teachers. Such material must be clearly identified as Association business and signed by an appropriate officer or representative. Material not in compliance may be removed.

Section 6: The Association may utilize school duplicating or other equipment upon prior approval of the appropriate administrator or designee whose approval shall not be unreasonably withheld, provided the association assumes responsibility for established fees and adheres to established procedures as set forth by the corporation.

Section 7: On or before September 15 of each year, the Association shall deliver to the Board a list of current members and signed payroll deduction authorizations for new members' membership dues of the Association, the Indiana State Teachers Association and the National Education Association, provided that the Association agrees in writing to indemnify and hold the Board harmless for any action taken or not taken in reliance upon the information submitted by the Association and that any suits or liability of any type, including attorney's fees, arising from such dues deductions shall be the exclusive responsibility of the Association. The Board shall deduct such specified sum in fifteen (15) equal payments, beginning with the next pay period after the receipt of names from the Association. Additional names may be submitted on or before February 10, provided that the amount must be deducted within the remaining deduction periods.

Signed payroll deduction forms shall remain in force on a continuing basis in subsequent years unless the Board is notified otherwise, in writing, by the Association or the teacher. However, if a signed payroll deduction form is not on file for any member, the Association will provide the signed form upon request. If the Board is notified by a

SACTA member to stop his/her dues deduction, a copy of the notification will be provided to SACTA with the next dues transmittal. The Association may meet with the Administration to verify the accuracy of the deductions.

Unless previously agreed to by the teacher, any adjustments in the sums to be deducted shall be accompanied by a signed authorization form.

The Corporation shall transmit dues monies to the Association the same time as teacher paychecks are transmitted.

Section 8: The Association shall be on the agenda of the orientation program for new teachers.

Section 9: After twenty-four (24) hours -notice to the administration, teachers shall be permitted to have access to their personnel file with the exception of information which is legally designated confidential.

Section 10: A teacher shall be notified in writing within five (5) working days if anything of a derogatory nature is placed in his/her personnel file. If the teacher chooses to respond, he/she shall do so, in writing, within five (5) working days after notification that such material has been placed in his/her file. Such response shall be attached to the material and placed in the teacher's personnel file. The school corporation will provide potential employers with copies of any document contained in the teacher's personnel file that the teacher specifically requests, in addition to any document required to be provided by law.

Section 11: New teachers to the M.S.D. of Southwest Allen County shall be provided orientation.

Section 12: When meeting with a teacher to investigate prior conduct that may result in disciplinary action, the teacher may request an Association representative to be present. Disciplinary actions more than 5 years old will not be used for progressive discipline.