

NACS/NACEA

Administrative Guidelines for Certified Employees

Updated per Discussions completed on or before November 5, 2015

Discussions between NACS and NACEA

- A. The items contained within the Administrative Guidelines for Certified Employees have been discussed between NACS and NACEA. This updated collection of administrative guidelines supersedes and cancels all previous oral or written summaries of discussions between NACS and NACEA, as well as any alleged past practices of NACS.

- B. Any individual of the defined bargaining unit shall be made subject to the Administrative Guidelines for Certified Employees. If any individual communication, except as communicated within the Master Contract between NACS and NACEA, contains any language inconsistent with this collection of administrative guidelines, the Administrative Guidelines for Certified Employees shall prevail.

- C. Consistent with Indiana law, the items contained within the Administrative Guidelines for Certified Employees shall continue in effect unless and until modified by NACS and only after discussion with NACEA. Per previous discussions, the contents of these administrative guidelines, as currently written, replace all previous related summaries of discussions and are intended to remain in place unless prohibited by law, required to be changed in order to comply with changes in law, or changed as a result of the discussion process.

- D. NACS and NACEA acknowledge the Administrative Guidelines for Certified Employees is not intended to represent nor document all matters that have been discussed between the parties.

Per Indiana law (I.C. 20-29-6-7), the following items shall be Subjects of Discussion.

- 1. Curriculum development and revision
- 2. Textbook selection
- 3. Teaching methods
- 4. Hiring, evaluating, promotion, demotion, transfer, assignment, and retention of certificated 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

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Chapter 1

Hours and Conditions

Section 1: Days/Hours

- A. Excluding teachers on extended contracts or partial year contracts, teachers will be contracted for one hundred eighty-four (184) days or the minimum number of teacher work days as defined by law, whichever is greater.
- a. Beginning and ending dates on a 184-day Teacher Contract will coincide (respectively) with Staff Orientation Day and Second Semester Records Day. Included within the 184-day Teacher Contract shall be
 - i. one Staff Orientation Day;
 - ii. two Records Days; and
 - iii. either a Parent/Teacher conference or a Professional Development Day.
 - b. Teachers are expected to submit first semester records before 4:00 p.m. the work day before the first student day of the second semester.
 - i. As long as accurate first semester records are submitted in a timely manner, teachers may choose to complete first semester records at school or at home during the First Semester Records Day.
 - ii. If accurate records are not submitted by 4:00 p.m. the work day before the first student day of the second semester, then the loss of an appropriate leave of absence day shall result.
 - c. Certified employee contracts are for one year consisting of the number of workdays described in Chapter 1, Section 1(A) of these administrative guidelines and utilize the contract forms required by the State of Indiana.
 - d. Certified employees employed in positions requiring more than the number of workdays listed in Chapter 1, Section 1(A) of these administrative guidelines shall be issued extended contracts and utilize the contract forms required by the State of Indiana.
- B. The Corporation shall comply with Indiana State law in regard to school closings and make-up days.
- a. In the event school is closed due to severe weather or other emergencies which require "make-up" days, the "make-up" days will be scheduled in the following order, which is contingent upon the cancelled school day occurring before the date of the scheduled "make-up" day:
 - i. Built-in make-up day as defined by the Board approved calendar;
 - ii. Second Semester Records Day;
 - iii. If the State requires additional "make-up" days, they will be added to the end of the school year, unless alternate methods for "making-up" days is offered by General Assembly or the Department of Education at which time NACEA and NACS will discuss the potential options for "make-up" days.
 - iv. If Records Days are used as "make-up" days, the Association and Administration shall discuss a timeline for completing grade compilation and other end-of-semester record-keeping/work [without additional pay]. However, whenever the second semester records day is used as a make-up day and for teachers with students in senior class, grades for the seniors only shall be due at least one day prior to the graduation ceremony.
- C. The regular teacher's contract day is defined as hours of employment that a teacher may be required to fulfill assigned duties, which are not limited to a classroom assignment.
- a. Due to differences in building programs and transportation needs, flexibility must exist in starting and ending times of the school day.
 - b. For the 2015-2016 school year, the hours between 7:15 AM and 3:45 PM shall be the range in which individual school schedules are established.
 - i. The teacher contract day shall not exceed seven (7) hours and thirty-five (35) minutes.

- ii. The start of the school day shall be delayed no less than thirty (30) minutes for teacher collaboration time, one scheduled day per week (Wednesday). In the event of a school closing or delay on the scheduled collaboration day, the collaboration time is cancelled and will not be made up.
 - iii. A teacher may be required to remain after the stated hours to attend meetings with administration.
 - 1. Such meetings may not exceed forty-five (45) minutes per month
 - 2. Except in the case of an emergency, a teacher shall be notified at least five (5) days prior to any such meeting.
 - 3. Teacher meetings may include agenda items related to school business, curriculum development, professional development, or school improvement related requirements.
- c. Beginning with the 2016-2017 school year, the hours between 7:00 AM and 4:30 PM shall be the range in which individual school schedules are established.
- i. The teacher contract day on Monday, Tuesday, Thursday, and Friday shall not exceed seven (7) hours and twenty (20) minutes.
 - ii. The teacher contract day on Wednesday shall not exceed eight (8) hours and thirty-five (35) minutes, of which at least sixty (60) minutes but not more than seventy-five (75) minutes shall be devoted to "Collaboration" activities.
 - iii. A teacher may be required to remain after the stated hours to attend meetings with administration.
 - 1. Such meetings may not exceed forty-five (45) minutes per month
 - 2. Except in the case of an emergency, a teacher shall be notified at least five (5) days prior to any such meeting.
 - 3. Teacher meetings may include agenda items related to school business, curriculum development, professional development, or school improvement related requirements.
- D. To maintain a total school program for students, it is understood that teachers shall participate in activities necessary to successfully execute extracurricular activities; however, such extracurricular participation shall be on a voluntary basis whenever possible.

Section 2: Preparatory Time

- A. Middle and high school teachers shall have preparation time equal to one (1) class period within the school day. This time may be either in one (1) or two (2) segments per day. In the case of a blocked schedule day, a teacher may not have preparation time on one of the two blocked days and shall receive preparation time equal to the length of a blocked class period on one of the two blocked days.
- B. Elementary school teachers shall be provided a minimum of one hundred fifty (150) minutes of preparation time per week, consisting of at least three (3) twenty (20) minute blocks of time.
 - a. Full-time elementary art, music and physical education teachers shall be provided with a twenty (20) minute block of preparation time within each student day.
 - b. If needed, a maximum of two (2) classes within the grade level may be scheduled back to back to provide the twenty (20) minute blocks of time.

Section 3: Lunch Time

- A. All teachers shall be provided a duty-free and uninterrupted lunch period of not less than thirty (30) minutes.
 - a. Teachers may leave the building during the lunch period.
 - b. If a teacher does leave the building, s/he must notify the Building Principal before departing and upon her/his return.

Section 4: Tentative Schedules

- A. Prior to the conclusion of a school year, teachers shall be given notification of their tentative schedule or teaching assignment for the following contract year.
- B. A teacher's tentative class lists shall be available at least five (5) calendar days prior to the first day of school.

Section 5: Class Observation

Observation of a teacher's class by persons other than authorized school personnel, parents or guardians of students, shall be allowed only after consent has been granted by the Building Principal and the involved teacher.

Section 6: Substitute Teachers

To the extent such substitutes are available, substitute teachers shall be provided for any classroom teacher who is absent from school.

Section 7: In-service Days

Teachers shall report to designated assignments on Corporation in-service days.

Section 8: Natatorium Usage

NACS Natatorium staff will make every effort to provide the additional male and female locker room supervisors for elementary students traveling to the Natatorium for required swim instruction. Building administrator shall be notified if supervision is not available for a particular day.

Section 9: Travel Time

Teachers traveling during the school day shall be given adequate time for travel between buildings depending on location of the school. Travel time shall also include adequate time for set-up or clean-up before and after arrival time at the second working location.

Section 10: Extra-Curricular Supervision

Extra-curricular duties include supervision of students while they are on school property, i.e. locker rooms, school buses, etc. If the extracurricular coach or sponsor needs assistance with such supervision, it is her/his responsibility to make such arrangements without additional cost to the Corporation

Chapter 2 Leaves of Absences

Section 1: Sick, Family Illness, Bereavement, and Funeral Leave

- A. For the conditions guiding the use of sick, family illness, bereavement, and funeral leave days, refer to Article II, Sections 1, 3, 4, and 5 of the Master Contract, respectively.
- B. Teachers must communicate with the Region 8 Substitute Service providing the appropriate reason for the absence, the appropriate date(s)/time(s), the need for a substitute, and any other appropriate information. It is also helpful to communicate with your building level administrator, especially if unusual or unique circumstances are involved.
- C. If a teacher exhausts her/his family illness days, he/she must communicate with the business office to identify whether s/he would like to transfer a day from the sick or personal day categories to the family illness category.
- D. Teachers are not restricted from making a request to the Superintendent for additional unpaid days to be used for bereavement, funeral, or memorial service attendance. The Superintendent shall use his/her discretion in making a decision on such a request.
- E. If a certified staff member is absent ten (10) or more consecutive workdays, a written statement may be required from her/his physician stating s/he is able to return to work and meet or exceed minimum work expectations before the teacher will be permitted to resume her/his duties.

Section 2: PERSONAL BUSINESS LEAVE

- A. For the conditions guiding the use of personal business leave days, refer to Article II, Section 2 of the Master Contract.
- B. A teacher requesting a personal day must do so in advance and complete a Personal Day Request Form, found on the I-Drive under NACS-forms, must be completed and sent electronically to his/her building principal for approval.
- C. In the case of an emergency, a teacher may notify her/his administrator by telephone to request a personal day. The teacher shall complete the proper personal day form as soon as s/he returns to her/his work assignment.
- D. A teacher may request transfer of a used personal day to another leave category, as per the following guidelines:
 - a. The request must be submitted in writing to the Superintendent within two (2) days after a teacher's absence from work;
 - b. The request to change a personal leave day to a different category must be approved by the Superintendent.
- E. The Corporation discourages teachers from using personal business days immediately before or after school vacations.

Section 3: MATERNITY, PATERNITY, and ADOPTION LEAVE

- A. For conditions guiding the use of Maternity, Paternity, and Adoption Leave, refer to Article II, Section 6 of the Master Contract.
- B. Teachers must complete a Leave of Absence form (found on the I-Drive under NACS-forms) and submit it to his/her building principal for approval. This should be done as soon as possible prior to the date the leave is to begin and in time for approval by the Superintendent and Board of School Trustees.

- C. If the teacher desires to alter her/his intended return date, the Superintendent must be notified (in writing) at least ten (10) days prior to the requested date change.
- D. The attending physician must certify, in writing that the teacher is able to resume her/his duties and meet or exceed minimum work expectations before the teacher will be permitted to resume her/his duties.

Section 4: MEDICAL/DISABILITY LEAVE

- A. For conditions guiding the use of Medical/Disability Leave, refer to Article II, Section 7 of the Master Contract.
- B. Teachers must complete a Leave of Absence form (found on the I-Drive under NACS-forms) and submit it to his/her building principal for approval. This should be done as soon as possible prior to the date the leave is to begin and in time for approval by the Superintendent and Board of School Trustees.
- C. The attending physician must certify, in writing that the teacher is able to resume her/his duties and meet or exceed minimum work expectations before the teacher will be permitted to resume her/his duties.

Section 5: Jury Duty

- A. For the conditions guiding the use of Jury Duty Leave, refer to Article II, Section 10 of the Master Contract.
- B. If a teacher is required to serve on jury duty, the teachers must communicate with the Region 8 Substitute Service providing the appropriate reason for the absence, the appropriate date(s)/time(s), the need for a substitute, and any other appropriate information. It is also helpful to communicate with your building level administrator.
- C. If the teacher is released from Jury Duty early enough in the day to complete a half-day or more, the teacher shall report to work following the conclusion of Jury Duty responsibilities.

Section 6: Professional Meeting Leave

- A. For the conditions guiding the use of Professional Meeting Leave, refer to Article II, Section 12 of the Master Contract.
- B. Teachers must complete either a Professional Day request form or a School Business request form (both can be found on the I-Drive under NACS-forms).
 - a. If there are no costs involved for reimbursement and only a substitute (or no sub) is needed, then a School Business Day request form should be completed and submitted to her/his building principal for approval.
 - b. If there are costs beyond a substitute, then a Professional Day request form should be completed and submitted to her/his building principal for approval. Professional Day requests must also receive approval from the Superintendent and Board of School Trustees. Therefore, the request must be forwarded electronically by email to the Superintendent and received at least seven (7) days prior to the regular board meeting, which precedes the date of the conference or workshop.

Section 7: Sabbatical Leave

- A. A sabbatical leave may be granted to a full-time teacher for the purpose of engaging in a professionally related experience which will enhance the teacher's opportunity to contribute to educational programs of Corporation students.

- B. Application for sabbatical leave shall be made in writing to the Superintendent on or before May 1 of the school year preceding the year for which the leave is being requested. Such requests must be approved by the Building Principal, the Superintendent, and the Board of School Trustees.
- C. Unless prohibited by terms of the insurance policy, a teacher on sabbatical leave may continue participation in any group insurance program to which the teacher was eligible as a full-time teacher, and the teacher shall pay the full premium for such insurance coverage.
- D. A teacher on sabbatical leave shall not accumulate sick leave or experience credit toward retirement or vesting.
- E. A teacher on sabbatical leave shall notify the Superintendent by May 1, of the year s/he is on sabbatical leave of her/his intent to return to teaching with the Corporation.

Section 8: Military Leave

In accordance with statute, teachers are eligible for a leave of absence from employment for the purpose of military service.

Section 9: Other Unpaid Leave

In accordance with statute, teachers may be eligible for an unpaid leave of absence from employment for the purpose of accommodating unforeseen emergencies. Repeated or excessive use of this provision may be documented on the individual's performance evaluation and/or may result in disciplinary action up to and including cancellation of contract. The intent of this provision is to accommodate individuals encountering unforeseen emergency situations that exceed the number of days allocated for paid leave. The intent of this provision is not to accommodate personal vacations or non-job related travel. All unpaid leave of absences must be pre-approved by the Board of School Trustees. If the timing of an emergency prevents the pre-approval of the leave request, then the teacher may notify her/his administrator by telephone to make the emergency request. The teacher shall complete the proper leave request form as soon as s/he returns to her/his work assignment, and the Board may consider the request retroactively.

Chapter 3 Sick Leave Bank

- A. For the conditions guiding the use of the Sick Leave Bank, refer to Article III of the Master Contract.
- B. Applicants shall use the approved application form when requesting days from the Sick Leave Bank.
- C. The Association shall be notified each time days are requested from the Sick Leave Bank.
- D. Upon request, the Superintendent's Office shall notify the Association two (2) times per year of the current number of days in the Sick Leave Bank and the number of staff members who have joined the Sick Leave Bank.

Chapter 4 Teacher Rights

Section 1: Cancellation of Contract

A teacher whose contract is recommended for cancellation shall receive the due process rights outlined in I.C. 20-28-7.5.

Sections 2: Evaluations

Each teacher attending work at least the number of days constituting a semester has the right to receive a formal written annual evaluation on her/his performance. Specific procedures and forms for certified employee evaluations are described and available in the NACS Performance Evaluation Plan.

Section 3: Disclosure of Evaluations

Upon the request of the teacher, except as required by state or federal statute, the Corporation shall not provide a copy of, nor disclose, the contents of any written evaluation to any prospective employer.

Section 4: Right to Respond

Each teacher shall have the right to prepare a written response or defense statement to any entry or document contained in the teacher's file. Such statement shall be attached to the related material and shall remain in the teacher's file as long as said material is in the file.

Section 5: Personal File Access

- A. A teacher shall be permitted to see all materials in her/his files, except information relating to pre-employment.
- B. The teacher has the right to duplicate any information which s/he is permitted to see.
- C. A teacher shall receive copies of any and all documents placed in her/his files which is critical of the teacher and her/his performance.
 - a. The teacher may attach a response to any material placed in her/his files.
 - b. No document may be used as part of an evaluation unless previously reviewed by the teacher.

Section 6: Vacancies

- A. This section shall not be interpreted as requiring the Corporation to fill any teaching position, which has become vacant, nor shall it prevent the Corporation from eliminating any teaching position.
- B. Upon determining a vacancy exists with the intent of filling it, the vacancy shall be posted within ten (10) working days.

- C. Teaching, extracurricular, and administrative positions that are to be filled from May 1 to August 1, shall be posted in a prominent place in the Superintendent's office stating the initiating and closing dates of the posting.
- D. Vacancies shall be filled on the basis of certification, length of service, and unique qualifications of the teacher.
- E. If the vacancy is not filled by a certified teacher under regular contract, a qualified teacher shall fill the vacancy on the Corporation recall list per procedures outlined in Chapter 4, Section 9.
- F. For elementary positions (K through 5 inclusive), the terms "opening", "teaching", and "vacancy", as used in Section 6, shall refer to and are limited to:
 - a. grade levels; and/or
 - b. special areas of teaching (i.e. music, speech, hearing, reading, etc.)
- G. For middle school and high school positions, the terms "opening", "teaching", and "vacancy", as used in Section 6, shall refer to and are limited to:
 - a. subject areas; and/or
 - b. specific grade levels in a particular subject area.

Section 7: Transfers

- A. A completed Transfer Request Form that is submitted to the Superintendent for a teaching vacancy and according to the process outlined in Section 7 shall serve as an application notice.
- B. A certified teacher on regular contract who desires a transfer based on future openings not yet available shall do so in writing to the Superintendent prior to April 15 of the current school year by completing the Transfer Request Form. In her/his request for transfer, the teacher shall indicate:
 - a. the specific position desired;
 - b. the location desired; and
 - c. the reason for requesting such transfer.
- C. A certified teacher on a regular teaching contract wanting to be considered for a vacancy posted between May 1 and August 1 shall notify the Superintendent, in writing, on or before the end of the fifth (5th) business day after the official posting date for the vacancy.
- D. A copy of the transfer request shall be filed with the principal of the building where the teacher is currently assigned.
- E. Only one (1) request for transfer shall be honored per year and shall remain on file until the start of the next school year.
- F. A teacher who requests a transfer to a vacancy and is assigned to a requested vacancy may not apply for or seek a transfer to another vacancy within the Corporation for a period of three (3) years unless approved by the Superintendent.
- G. In the event a transfer is denied, the teacher may request a written statement from the Superintendent explaining the reason(s) the request was denied.

Section 8: Involuntary Transfers

- A. When involuntary transfers are necessary, lists of openings in other schools within the Corporation shall be made available to all teachers being involuntarily transferred.

- B. In filling such positions, preference shall be given to teachers having experience with the Corporation over newly hired teachers. Preference will be based on certification, length of service, and unique qualifications of the teacher.

Section 9: Reduction of Teacher Staff (RIF)

- A. When the Board determines a RIF is necessary, other than through attrition, it shall indicate teaching positions by subject area and/or grade level, which are to be eliminated.
- B. Determination of which teacher(s) to be laid off shall be determined by the following criteria.
- a. For those who were employed by NACS on July 1, 2012 and had served under a regular teaching contract with NACS prior to July 1, 2012:
 - i. Certification or unique qualifications of the teacher; then by
 - ii. Length of service; and then by
 - iii. Performance evaluation results.
 - b. For those employed by NACS after July 1, 2012 or for those who were board approved for employment in NACS but had not served under a regular teaching contract with NACS prior to July 1, 2012:
 - i. Certification or unique qualifications of the teacher; then by
 - ii. Performance evaluation results; and then by
 - iii. Length of service.
- C. In relationship to this section, the following subject areas shall exist within the elementary schools: kindergarten through fifth grade.
- D. Any regular contracted teacher, who is involuntarily laid off because the teacher's position has been eliminated, shall be kept on recall status for one (1) year upon the teacher's written request.
- a. An additional one (1) year may be requested by making a second written request which must be received by the Corporation within thirty (30) days before the second anniversary of the original layoff.
 - b. A teacher on recall status shall be recalled to the first available vacancy for a position with her/his subject area for which the teacher is licensed.
 - c. If there is more than one (1) teacher eligible for recall to a position in the Corporation pursuant to Section 9, the following criteria, in the listed order, shall determine which teacher shall be offered re-employment for the position:
 - i. For those who were employed by NACS on July 1, 2012 and had served under a regular teaching contract with NACS prior to July 1, 2012:
 1. the teacher with the greatest length of service with the Corporation;
 2. the teacher who has the earliest Board approval date;
 3. the teacher with the best performance evaluation results; and
 4. if all criteria are equal, then the Superintendent shall decide which teacher is recalled.
 - ii. For those employed by NACS after July 1, 2012 or for those who were board approved for employment in NACS but had not served under a regular teaching contract with NACS prior to July 1, 2012:
 1. the teacher with the best performance evaluation results;
 2. the teacher with the greatest length of service with the Corporation;
 3. the teacher who has the earliest Board approval date; and
 4. if all criteria are equal, then the Superintendent shall decide which teacher is recalled.
- E. If a teacher with the highest priority is offered re-employment (pursuant to recall provisions of Section 9) and the teacher chooses not to exercise her/his recall rights within five (5) working days, re-employment shall be offered to the next eligible teacher until re-employment is accepted by one of the eligible teachers.
- F. A teacher applying for recall under Section 9 shall also be considered as a candidate for any other teaching vacancy for which the teacher is qualified.

- G. Teachers on layoff shall not accumulate credit for any leave of absence days outlined in Article II of the Master Contract between NACS and NACEA or status towards retirement, but, shall not forfeit any previously accumulated rights or days.
- H. Section 9 shall not be interpreted to require the Corporation to fill any teaching position that has become vacant nor shall it prevent the Corporation from eliminating any teaching position.
- I. If requested, teachers on recall status shall be added to the substitute teacher list.

Section 10: Summer School

- A. All anticipated openings for summer school shall be posted on teachers' bulletin boards in each school building no later than May 16.
- B. Any interested teacher must submit written application to the Superintendent no later than one (1) week after summer school postings are made using the Summer School Application Form.
 - a. If possible, teachers who have applied for summer school positions shall be notified of the action taken in regard her/his application on or before the Friday before Memorial Day Weekend. However, it understood that it may be difficult to determine the required number of summer school positions before this date.
 - b. Certified employees who are presently employed by the Corporation or have teaching experience within the course, content area, or grade level and is currently and properly licensed shall be given preference over individuals not employed by the Corporation.

Section 11: Temporary Contracts and Long-Term Substitute Agreements

- A. Temporary contract and long-term substitute agreement procedures and guidelines shall follow all applicable laws.
- B. Teachers employed by a temporary contract or long-term substitute agreement consisting of fewer than 165 days shall not be eligible for Group Health Insurance, Long-term Disability Insurance, Life Insurance, or 401(a) Retirement account benefits, except as required by law.

Section 12: Extra-Curricular Contracts and Notification

- A. A teacher who is under a regular teaching contract with the Corporation and has been assigned a paid extracurricular position(s) shall have:
 - a. the position and amount of pay allotted for the position noted at the bottom of her/his regular teaching contract; and
 - b. for payroll computation, the total dollar amount for extracurricular position(s) shall be added to the dollar amount for the teaching portion of the contract.
- B. Regularly contracted teachers who are contracted to coach fall or winter season sports shall be notified by May 1 if the Corporation is not intending to re-issue a contract with compensation for the extra-curricular position(s). Regularly contracted teachers who are contracted to coach spring season sports, such as but not limited to Golf, Track, Baseball, Softball, Tennis, and Soccer coaches, shall be notified by June 30 if the Corporation is not intending to re-issue a contract with compensation for the extra-curricular position(s).
- C. To resign from an extracurricular position a teacher must submit a written resignation.

Chapter 5 Grievance Procedure

Section 1: Definitions

- A. A "grievance" is an alleged violation or misinterpretation of a specific Article or Section of the Master Contract.
- B. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit or the Association.
- C. The terms "building supervisor" and "building principal" are interchangeable.
- D. "Day" when used in this Article shall refer to teacher days as the term is used in the "184-day school calendar".
 - a. During summer recess, "day" shall refer to weekdays (Monday through Friday).

Section 2: Grievant and Representation

- A. An individual teacher, or group of teachers, may present a grievance through the Association President or his/her designee.
- B. The Association representative may be present at all stages of the grievance procedure.

Section 3: Procedure

- A. **STEP ONE:** A grievance shall be initiated in one (1) of the following ways:
 - a. The grievant may approach his/her Building Principal to discuss the matter in his/her own behalf.
 - b. The grievant may request a representative of the Association accompany him/her to discuss the matter with the Building Principal.
 - i. In such case, the Building Principal shall not initiate any consultation with the grievant prior to a meeting at which the Association representative is scheduled to be present.
- B. **STEP TWO:** In the event the grievance is not resolved at the Step One level, the grievant may file a formal grievance, in writing, with the Building Principal.
 - a. The Grievance Form shall be filed in quadruplicate with one (1) copy for each of the following:
 - i. Association
 - ii. Grievant
 - iii. Building Principal
 - iv. Superintendent
 - b. The following information will be contained in the grievance:
 - i. name of other teacher(s)/employee(s) involved;
 - ii. state the facts/reasons for filing the grievance, including the date of the alleged incident;
 - iii. identify the specific provisions of the Master Contract alleged to have been violated or misinterpreted;
 - iv. state the allegation of the grievant with respect to the grievance;
 - v. indicate the specific relief requested by the grievant; and

- vi. be signed and dated by the grievant(s).
- c. The grievance form should be filed as soon as possible.
 - i. At the Step 2 level, if the grievance is not presented in writing within twenty (20) days of the alleged incident, the grievance shall be dismissed and shall not be processed.
- d. The teacher may request a meeting with the Building Principal. The Association representative may accompany the grievant to the meeting.
- e. In any event, the Building Principal shall communicate his/her response in writing to the grievant and the Association representative within five (5) days after receiving the written grievance.
 - i. The Principal's response shall be attached to the copy of the grievance.
- C. **STEP THREE:** If the grievance is not resolved at the Step Two level, the teacher may, within five (5) days of receipt of the Building Principal's response, appeal to the Superintendent or his/her designee by filing the grievance and the principal's response.
 - a. The grievant may include a written response to the principal's "Step-Two-level" response.
 - b. The grievant may request a meeting with the Superintendent or his/her designated representative. The Association representative may accompany the grievant to such meeting. The Superintendent may request the presence of the Building Principal at the meeting.
 - c. The Superintendent or his/her designee shall give the grievant a written response no later than ten (10) days after receipt of the written grievance.
 - i. The Superintendent's response shall be attached to the grievance.

Section 4: Other Provisions – Grievance Procedure

- A. At his/her option, the grievant may bypass Step One of the grievance procedure.
- B. No reprisal of any kind shall be taken by or against any person for participation in the grievance procedure.
- C. All documents, communications and records dealing with processing a grievance shall be filed separately from the personnel files of the grievant and participants.
 - a. Information held in these separate files is not valid basis for evaluations.
- D. Time limits stated in the various steps of the grievance procedure may be extended only through a mutual written agreement, which has been signed by the parties.
 - a. Time limits stated in the grievance procedure do apply to grievants on leave of absence, other than sick leave, as if the grievant is present and working.
- E. All steps of the grievance procedure shall be conducted during times convenient to all involved parties.
- F. If, at any step of the grievance procedure there is failure to communicate the decision at that step level within the specified time limit, the grievant shall have the right to appeal at the next step of the procedure.
- G. If a grievance for which the grievant has made a written request to be taken to the next step is not advanced to the next step within the time limits, it shall be deemed resolved by the answer given at the step for which the last meeting was held.
- H. A teacher may not use the grievance procedure to appeal discharge from employment.
- I. A teacher may not use the grievance procedure to dispute any action by the Board, which is in accordance with State laws.
- J. A teacher shall not use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of/or conciliatory agreement with any State or Federal regulatory commission or agency.

- K. The Corporation agrees to furnish, upon request, any and all information necessary for the Association to process any grievance which has been filed as per Chapter 5 of this Handbook.

Chapter 6 Group Insurance

- A. For the conditions guiding Group Insurance, refer to Article V of the Master Contract.
- B. A new employee, hired during the school year, shall be offered the benefit of group health insurance during the first of the month following the beginning date of employment on her/his contract and as required by law.
- C. Plan cancellations must be made prior to the twentieth (20th) of the month in order to go into effect for the following month.
- D. The Corporation shall comply with federal and state law in complying with insurance status changes in coverage due to a qualifying event, as defined under the Federal HIPAA, Cobra, and FMLA regulations. The Corporation must be notified within 30 (thirty) days of the qualifying event.
- E. Additional group term life insurance (above the \$35,000 policy) may be purchased by the teacher, who must pay the full Corporation group-rate premium through payroll deduction, for the additional insurance.
- F. Insurance Committee: The purpose of the Insurance Committee is to investigate and recommend changes to and investigate and study concerns with the Group Insurance Programs.
 - a. The Insurance Committee shall make reports and recommendations to be presented to the Board.
 - b. The NACEA shall appoint representatives from each school to serve on the Insurance Committee.

Chapter 7 Compensation and Other Related Matters

Section 1: Payroll Deductions

- A. The following payroll deductions (mandatory and/or optional) are available to teachers if such deductions are authorized by the individual teacher and in accordance with State or Federal law:
 - a. Federal income tax
 - b. State income tax
 - c. County tax
 - d. Social Security tax (OASDI)
 - e. Medicare tax

- f. Teachers Retirement Fund
 - g. Group insurance programs:
 - i. Health/dental/vision
 - ii. Long-term disability
 - iii. Term life
 - h. Section 125
 - i. Deposits to financial institutions
 - j. United Way
 - k. Association dues, including dues to State or National affiliates of the Association
 - l. Voluntary insurance benefit programs offered by the school corporation;
 - m. Tax-sheltered annuity: Deductions for a tax sheltered annuity requires the teacher's agent to bring an "Amendment to Employment Contract", properly completed, to the Superintendent's Office no later than the second Friday in August of each school year.
- B. The Corporation shall not be required to make any deduction, which is prohibited by State or Federal law, nor be obligated to make more deduction installments than the number of actual paychecks remaining to be issued to the teacher for the involved school year.

Section 2: Newly Hired Teachers

- A. Teachers new to the Corporation shall receive a paycheck for the number of days worked in the pay period, which ends prior to the start of the scheduled twenty-two (22), or twenty-six (26) pays for the school year.
- B. Teachers employed on an extended contract shall be paid on a twenty-six (26) paycheck schedule.

Section 3: Experience Credit

Consistent with State law, NACS shall report experience credit to the Indiana State Teacher Retirement Fund and the Department of Education as required.

Section 4: Personal Use of Vehicles

- A. For the conditions guiding the use of the Personal Use of Vehicles, refer to Article VI, Section 5 of the Master Contract.
- B. Each teacher is required to maintain a record of her/his daily mileage and submit an approved mileage claim to the Business Office for payment.

Section 5: Performance-Based Salary Compensation Program

- A. For the conditions guiding the Performance-based salary compensation program, refer to Article VI, Section 3 of the Master Contract.
- B. Continuous Professional Learning
 - a. For definitions and criteria of Continuous Professional Learning, refer to Article VI, Section 3-C-c of the Master Contract.

- b. To report continuous professional learning for consideration as a part of the Performance-Based Salary Compensation Program, complete the Continuous Professional Learning Report Form.

Section 6: One-time base salary increase for earning a Master's Degree

- A. In accordance with applicable statute, a teacher earning a Master's Degree after July 1, 2015, and notifying the Superintendent of this attainment in writing, on or before June 30 and who submit all related documentation, in writing, to the Superintendent on or before July 31, shall earn a one-time increase in her/his base salary of \$4,000.
- B. To be eligible for this one-time salary increase related to earning a master's degree, the advanced degree that is earned by the teacher must comply with I.C. 20-28-9-1.5. As of September 2, 2015, the statute includes the following provisions related to base salary increases in response to teachers earning a master's degree:
 - a. A secondary teacher must earn a master degree from an accredited postsecondary educational institution in a content area directly related to the subject matter of:
 - 1. A dual credit course; or
 - 2. Another course taught by the teacher.
 - b. An elementary teacher must earn a master's degree from an accredited postsecondary educational institution in ...
 - 1. Mathematics; or
 - 2. Reading and literacy.

