12-19-1983

Evansville-Vanderburgh School Corporation Board of School Trustees and Evansville Teachers Association, Indiana State Teachers Association, National Education Association (1983)

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Evansville-Vanderburgh School Corporation Board of School Trustees and Evansville Teachers Association, Indiana State Teachers Association, National Education Association (1983)

**Location**
Vanderburgh Co., IN

**Effective Date**
12-19-1983

**Expiration Date**
6-30-1984

**Number of Workers**
1250

**Employer**
Board of School Trustees of the Evansville-Vanderburgh School Corporation

**Union**
Evansville Teachers Association

**NAICS**
61

**Sector**
Local government

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**Comments**
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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE EVANSVILLE-VANDERBURGH SCHOOL CORPORATION

AND

THE EVANSVILLE TEACHERS ASSOCIATION

1983-1984
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AGREEMENT

1. THIS AGREEMENT is made and entered into at Evansville, Indiana on Dec. 19, 1983, by and between the Board of School Trustees of the Evansville-Vanderburgh School Corporation (herein called "Board"), and the Evansville Teachers Association, an Affiliate of the Indiana State Teachers Association and the National Education Association, (herein called the "Association").
2. For the term of this Agreement the Board recognizes the Association as the exclusive representative for purposes of bargaining with respect to salary, wages, hours, and salary and wage-related fringe benefits and for the purpose of discussion of the subjects of discussion set out in Public Law 217, Section 5, for its teachers defined in Paragraph 3.

3. The term "teacher" as used in this Agreement shall include all full-time certificated teachers of the Evansville-Vanderburgh School Corporation, Vanderburgh County, Indiana including but not limited to all full-time classroom teachers, teachers on temporary contract, kindergarten teachers, special education teachers, media specialists, counselors, psychometrists, remedial reading teachers, reading clinicians, mathematics clinicians, and nurseteachers; BUT EXCLUDING the Superintendent, Assistant-Superintendents, assistants to the Superintendent, directors and assistant directors, supervisors and assistant-supervisors (as of the date of this Agreement these two designations are specific job classifications in the Evansville-Vanderburgh School Corporation), consultants, coordinators, managers and assistant-managers, architects, principals, specialists, psychologists, assistant principals, department heads and head coaches with assistants.
4. For the term of this Agreement, the Board agrees not to bargain with any other organization for its employees defined in Paragraph 3 of this Agreement other than the Association unless and until any such other organization is found to be the exclusive representative with all of the rights, liabilities and duties which attach to an exclusive representative as defined in Public Law 217.
ASSOCIATION DEDUCTIONS

5. The Board agrees to deduct from the wages of its teachers the general and uniform professional dues for the Evansville Teachers Association, the Indiana State Teachers Association, and the National Education Association, or a representation fee and Association approved voluntary assessments (only if the Board has the capability of providing payroll deduction for such assessments) for each teacher in the bargaining unit defined in Paragraph 3 whose written and signed authorization and assignment has been submitted to the Board on a form agreed to by the Board and the Association. The authorization and assignment will remain in effect until revoked by the teacher in writing sent to the Association. The authorization and assignment will be revocable at the will of the teacher; and its form with respect to general and uniform professional dues, as agreed to by the Board and the Association, is made a part of this Agreement and attached as Exhibit "A." Professional dues and/or Association assessments will be deducted in equal amounts from each payroll check beginning with the first payroll check issued in October, or in equal amounts from the payroll checks remaining after notification by the Association that dues are to be deducted.
6. As necessary, the Association will certify in writing to the Board the current rate of professional dues to be deducted under the provision of the above paragraph by September 1 of any school year.

7. The Board agrees to the terms and conditions of this paragraph and of the written and signed authorizations and assignments submitted to it to the extent that this paragraph and such documents are, and each of them is, applicable under existing law. The professional dues and/or representation fees deducted by the Board under this paragraph will be remitted to the Financial Secretary of the Association within thirty (30) working days after collection.

8. The Association agrees that it will defend, indemnify and save harmless, the Board against any and all claims made upon or any suits instituted against the Board arising out of any action of the Board taken pursuant to the provisions on Association Deductions as set forth in this Agreement.
9. ASSOCIATION REPRESENTATION: For the term of this Agreement the Association shall inform the Board of the number of Building Representatives for each representative unit (For example, but not by way of limitation, representative units would be: Hebron, North, Traveling Teachers or Speech Therapists.)

10. The number of representatives shall be as stated in the Association's current bylaws as of the date of this Agreement and will not change during the term of this Agreement.

11. After selection, the names of the Building Representatives shall be promptly filed in writing with the Building Principals. Building Principals will deal with the Association Building Representatives and/or the Association's President or his designee in matters of Association business at the building level.

12. TRANSACTION OF ASSOCIATION BUSINESS: The President of the Association or the President's designee may enter the premises of school buildings in the Evansville-Vanderburgh School Corporation to consult with teachers and/or consult with an Association Building Representative. Any consultation undertaken in connection with the provisions of this paragraph will not take place when the teacher or Association Building Representative is on assigned duty. The President of the Association or the President's designee shall contact the Building Principal or his designee immediately upon entering any school building.
13. **MEETINGS:** The Board and the Association agree that the first and third Tuesdays of each month of the school year will be set aside for the use of the Association to conduct meetings with the Building Representatives or to conduct Association committee meetings. With prior consent of a building principal, the Association may hold a meeting of the faculty members of any given school building immediately following the completion of the involved teachers' workday, provided such meetings do not interfere with the normal operation of the school as determined by such building principal.

14. **BULLETIN BOARDS:** The Board and the Association agree that the Association will have the use of a bulletin board in each school building for the posting of Association notices, such as meeting notices and communications from state and national organizations.

15. If in the opinion of any Building Principal material posted on the Association's bulletin board is not ethical or professional in character, the Building Principal can remove the material and will promptly discuss the posting or non-posting of the material with the Building Representative and/or the President of the Association or his designee.

16. **INTERSCHOOL MAIL:** The Board and the Association agree that the Association can continue its use of the Evansville-Vanderburgh School Corporation's interschool mail system on the same basis it has used the system in the past; provided, that the Association agrees not to send material through the school mail vilifying the Board or administrators.
17. **SCHOOL FACILITIES:** The Board and the Association agree that the Association, upon proper request, may use the school building physical facilities on the same basis as any other organization with payment for use of the facilities being based on an amount equal to the custodial wages for preparing and cleaning up the area.
18. A teacher may be disciplined up to and including dismissal from the teacher's contract or assignment (teaching and/or extracurricular) for statutory reasons or other just cause. The Board or its designee shall investigate any alleged wrongdoing, giving the teacher an opportunity to answer criticism. Except as provided in Indiana Statutes relative to termination of teacher contracts, the following will be considered:

1. The teacher will be given an opportunity to correct the wrongdoing or problem.
2. The teacher will be warned that if the action(s) in question continue, disciplinary action may be taken up to and including dismissal of the teacher.

19. A representative of the Association may, at the teacher's request, be present at any conference relative to these Due Process provisions of this Agreement.
20. A grievance means, and shall be limited to, an alleged violation or misapplication or a specific provision of this Agreement, or an alleged violation of the evaluation procedure as set out in Board policy or administration regulation, and such grievance shall be settled and determined through the following procedure:

21. AN INFORMAL GRIEVANCE: Within seven (7) attendance days of the time the grievant knew or should have known of the act or condition upon which it was based, the grievant must present the grievance to the grievant's Principal or the Principal's designee by meeting individually and privately, in an informal manner during non-teaching hours. If requested by the grievant, an Association Building Representative may be present at this informal meeting in which case the Principal may have a person of his choice present. Failure to so meet and discuss the alleged grievance shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the Principal or the Principal's designee shall give an answer orally to the grievant.

22. FORMAL GRIEVANCE - LEVEL 1: Within five (5) attendance days of the oral answer, if the grievance is not resolved, it must be filed by the grievant or the Association, with the Principal in writing, signed by the grievant (except in the case of a grievance alleging a violation or misapplication of Paragraph(s) 9-17 of this Agreement which need be signed only by
an Association officer), on the appropriate grievance form. This written grievance shall: name the teacher(s) involved; state the facts giving rise to the grievance; state the date such facts arose; identify by reference the specific paragraph(s) of this Agreement alleged to be violated, or the specific evaluation procedure alleged to be violated; and, state the specific relief requested. Within seven (7) days after receiving the written grievance, the Principal shall give an answer in writing.

23. FORMAL GRIEVANCE - LEVEL 2: In the event that the grievance is not resolved at Level One (1), or if no written decision has been rendered within the time provided the grievance may be moved to Level Two (2) provided it is filed with the Superintendent within either ten (10) days of receipt of the written answer at Level One (1) or the date on which the answer should have been received. The grievance shall include a copy of all materials and/or evidence previously submitted and a copy, at the same time, shall be given to the grievant's Principal. The grievant shall submit the written grievance, signed by the grievant, to the Superintendent. Within ten (10) days from receipt of such written grievance, the Superintendent shall give a written decision. The Superintendent may investigate the grievance and time up to an additional ten (10) days shall be automatically allowed if the Superintendent determines further investigation is necessary.

24. In any grievance involving back pay, such grievance shall be filed in writing within seven (7) attendance days from the time the alleged violation was to have occurred. If the
grievance involves payment of wages, then it must be filed within seven (7) attendance days of any teacher's receipt of the pay check containing the basis for such grievance. All claims for back pay shall be limited to the amount of wages that the teacher would have otherwise earned, less any unemployment or compensation from any other source that such teacher may have received during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any other case.

25. Failure at any level of the Grievance Procedure to render the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step, unless said time limit be extended by mutual consent of the Parties. However, a grievance must be moved by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved on the basis of the answer at the previous step.
ADVISORY ARBITRATION

26. Any grievance (except a grievance alleging a violation of the evaluation procedure, it being agreed that the Superintendent's decision on such grievances at Formal Level Two of the grievance procedure is final and binding) which is not settled in Level Two (2) of the grievance procedure may be submitted to an impartial arbitrator by either Party. Notice of intent to appeal any grievance to an impartial arbitrator shall be filed in writing with the other Party within fifteen (15) attendance days after the final decision has been given by the Superintendent in Level Two (2) unless this time is extended in writing by agreement of the Board or its designees and the Association; otherwise, such grievance shall be considered under the Grievance and Advisory Arbitration provisions of this Agreement in respect to any occurrence, incident, or condition that arose prior to the effective date of this Agreement.

27. If the Board and the Association cannot agree on an arbitrator, the arbitrator shall be selected from the American Arbitration Association. The Parties shall mutually request the AAA to submit to the Parties a panel of seven (7) arbitrators. From this panel, first the Association and then the Board shall alternately strike one (1) name until one (1) name remains and that individual shall be designated as the selected arbitrator. If the selected arbitrator is unable to serve, then a new list shall be requested and the process of selection repeated. The Board and the Association will share equally the arbitrator's fee.
and costs of a hearing room. The costs of any shorthand report and all transcripts thereof shall be paid for by the Party ordering same, except that the other Party may receive a copy of such transcript at its own expense. Not more than one (1) grievance shall be submitted to an arbitrator for a determination at one time unless agreed otherwise by the Board or its designees and the Association. If a single issue is involved in more than one (1) grievance at the time an arbitrator is selected, all such grievances may be submitted for determination by that arbitrator. The arbitrator shall render a decision within thirty (30) calendar days after closing the proceedings. The decision of the arbitrator shall be signed and two (2) copies of such decision shall be delivered or mailed to each of the Parties.

28. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below and except as provided in this Agreement in the Transfer Section at Paragraph 105, after due investigation, to make an advisory recommendation only in cases of alleged violation of a specific provision of this Agreement. The arbitrator shall have no power and shall not make any recommendation to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, other Board policy, administrative rule, regulation, or practice. The arbitrator shall have no power and shall not recommend the establishment of a salary structure other than the one included in this Agreement or that any salary be changed. The arbitrator shall have no power to rule on or to give a recommendation on: the termination of services of or failure to reemploy any
nonpermanent teacher; the termination of services or failure to reemploy any teacher to a position on the extra duty, counselor, evening school, or summer school pay schedules, any claim or complaint for which there is another remedial procedure or form established by law or by regulation having force of law including but not limited to any matter subject to the procedure specified in I.C. 20-6-12-1 through 20-6-12-6 (except as provided in this Agreement in the Transfer Section at Paragraph 105); and, any matter involving teacher evaluation, promotion, or assignment, except as defined in the Transfer Section(s) as noted above.

29. The arbitrator's powers with respect to an advisory recommendation shall be limited only to deciding whether or not the Board has violated or misapplied a specific provision of this Agreement.
30. If there is an Orientation Program for new teachers, the Board will allow the Association a period of time not to exceed thirty (30) minutes on such Orientation Program for new teachers. Two (2) weeks prior to any such Orientation Program, the Association will discuss with the Superintendent or his designee the material it intends to tell the new teachers. If the discussion does not take place within such two (2) weeks period of time prior to any such orientation program, the Association will not appear on the Orientation Program.
OFF DUTY TIME

31. The Board or its designees will arrange the daily working schedule of teachers so as to provide, except in case of emergency, at least thirty (30) consecutive minutes of time normally not to exceed the length of a class period in elementary or secondary schools, whichever is applicable, between the hours of 10:00 o'clock A.M. and 2:00 o'clock P.M. during which teachers shall have no assignment of duty of any kind.
32. The Board will establish work schedules for its teachers for instructional and designated non-instructional days of each school building on the following basis:

1. Elementary teachers will report for work no later than thirty (30) minutes prior to the tardybell at their building and will remain in the school building at least fifteen (15) minutes after the dismissal bell; provided, however, that in the elementary schools the school day will not exceed seven (7) hours and fifteen (15) minutes.

2. Secondary teachers will report to work no later than fifteen (15) minutes prior to the school's tardybell and will remain at work at least fifteen (15) minutes after the dismissal bell for their particular building; provided, however, that the length of the school day in the secondary schools will not exceed seven (7) hours and fifty (50) minutes.

3. The school day will include the non-duty period of time provided for in Paragraph 31 of this Agreement as well as an assigned period as set out in Paragraph 36 of this Agreement.

4. Unless changed by the Board the work schedule for non-instructional days or days on which students are in attendance less than a full day will be the same as for instructional days including reporting and staying time as defined above and it is agreed that on such days teachers will work the entire day.

5. Elementary and secondary teachers will sign in on forms provided by the Board for reporting each work day.
33. The Board will make day/night school combination assignments of teachers in the following manner:

1. Such assignments shall be posted in each school building prior to their effective date. Teachers may volunteer for such assignments by signing such posting. The Board will attempt to assign volunteers to day/night school combinations; provided, however, as solely determined by the Board, such volunteers must have proper certification and such assignment to a day/night combination will be in the best interest of the Evansville-Vanderburgh School Corporation.

2. If there are no volunteers or the volunteers are not, in the sole discretion of the Board, qualified to perform the day/night school combination work, then the Board may fill the needed positions in such work by assigning the necessary teachers as it may require and determine. Such non-voluntary assignments will be in the sole discretion of the Board; provided, however, that in making such non-voluntary assignments the Board may take into consideration the teacher's qualifications, personal responsibilities and any other extenuating circumstances which are brought to its attention.

34. Teachers required to be on immediate pre or post-school assigned duty either earlier or later than the regular building schedule shall upon the recommendation of the Principal and approval of the Superintendent be allowed to deviate from the time schedule set out above provided that the length of time worked remains the same as that of teachers on the regular building schedule.
35. Teachers may be assigned to occasional extracurricular activities, such as but not limited to student council, music night, pep clubs and elementary athletic events for which they are not paid. For the current faculty of a school building the principal and/or other administrators will post a list of such known activities at the end of each school year. Teachers will indicate the activities at which they prefer to work by signing their name to such list(s). Teachers assigned to a school building after completion of a school year may be given an opportunity to volunteer for an extracurricular activity by the Building Principal. When the number of teachers who have indicated preferences for an activity does not equal the number of teachers required for that activity, the Principal and/or other administrators will make such assignments. If more than one teacher signs up for an activity, the Building Principal or other administrator will make the selection between any two or more such teachers. Teachers and the Board or its designees recognize that these assignments should be reasonable. This paragraph will also apply to extracurricular activities which arise during the school year but which were not known at the time the original list was posted; and the Building Principal and/or other administrators shall post such activities as soon as possible after they become known.
ASSIGNED PLANNING PERIOD

36. All secondary and elementary teachers shall have a minimum of thirty (30) consecutive minutes planning time, or planning time of the same length as an instructional period in the departmental program, whichever is greater, except those teachers in double and triple period vocational programs, teachers teaching special subjects who in the best interest of sound educational practice agree to teach an additional class in lieu of a planning period, teachers who spend one-half or less of their time in classroom assignments with the remaining portion of their time as counselors or administrators, teachers who teach driver education who spend their teaching day throughout the semester as behind-the-wheel instructors, nurse-teachers, and media specialists.

37. Assigned planning periods will be devoted to instructional duties, such as but not limited to: working on the instructional program, conferring with parents, pupils, administrators, or supervisors, studying and maintaining records and any other duties related to sound educational practices. The assigned planning period will not be used for Association business, which will be conducted on a non-duty time.

38. Teachers can use the assigned planning period for a non-instructional purpose if they first receive permission of their building administrator or immediate supervisor, whichever applies. In case of an emergency, or in the interest of sound
educational practices, a teacher will be expected to help deal with the situation even though it runs through a planning period.

39. In case an emergency lasts more than one (1) school day, the Building administrator will inform the Building Representative: 1) of that fact; 2) of the facts concerning the emergency; and, 3) of his opinion (which will be an opinion only and not conclusive) as to the possible length of the emergency.
COMMITTEE ASSIGNMENTS

40. The Board and the Association recognize that sound educational practice requires effort, usually in the form of committees such as, but not limited to, curriculum committees at the administrative level and certain other committees at a building level to further education. Therefore, the Board and the Association agree that effort will be made to coordinate committee assignments between Building Principals and other administrators so as to attempt to avoid having a teacher serve on too many committees.
41. Teachers will be present at all meetings called by the Superintendent, Principals, Supervisors, Consultants, or persons designated by them unless the teacher makes arrangements to be absent with the individual calling the meeting. Called meetings may be during or after the school day as defined in Paragraph 32. An effort will be made not to extend any meetings called for after the school day beyond one (1) hour in length as well as not having excessive called meetings during the school year. Teachers shall have at least twenty-four (24) hours notice of called meetings, except in case of an emergency as determined by either the Superintendent or his/her designee or by an administrator of a particular building. When an administrator of a building provides less than twenty-four (24) hours notice of a called meeting, a written explanation of the emergency which necessitates the calling of the meeting shall be distributed to the faculty within one (1) school day of the meeting.
42. A teacher may, upon request and by appointment, review the contents of his/her Central Office personnel file. The review will be made in the presence of a duly authorized Central Office Administrator during Central Office business hours.

43. All personal references and related material obtained during the preemployment period or related to the employment of the teacher are specifically exempted from such review.

44. A representative of the Association may, at the teacher's request, be present during the review of the file.

45. The contents of a Central Office personnel file may not be removed from the Personnel Office. However, the teacher shall be permitted to reproduce any material in his/her Central Office personnel file at his/her cost.

46. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the teacher's Central Office personnel file without the teacher's knowledge. The teacher shall acknowledge that he/she has had an opportunity to read and/or see the material by affixing his/her signature on the copy filed. Unless otherwise stated, such signature merely signifies that the teacher has read and/or seen the material to be filed and does not indicate agreement with the contents thereof. If a teacher refuses to sign the material to be filed, such shall be noted by the Administrator on the material or by an attached memo and filed.
47. Materials reviewed by a teacher and judged by the teacher to be derogatory to his/her conduct, service, character, or personality may be answered in writing. Such written response shall become a part of the teacher's Central Office personnel file.
PERSONAL BUSINESS LEAVE

48. Each regularly employed teacher will be entitled to two (2) days' absence per year of employment without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs. The teacher shall use the Personal Leave Request form to request such leave. Such personal business leave days may be taken in half-day units.

49. If in any one (1) year of employment a teacher shall be absent on personal business leave for fewer than two (2) days, the remaining day(s) shall be accumulative to a total of eight (8) days; such Accumulative Leave Days may be used only for personal illness of the teacher or illness in the immediate family of the teacher. For purposes of this paragraph the term "immediate family" shall mean only parent, step-parent, legal guardian, spouse, brother, sister, child, step-child, current father-in-law, current mother-in-law, current son-in-law, current daughter-in-law, or any other relative of the teacher who at the time of such relative's illness was living as a member of the teacher's household. In addition, these days may be used for illness of people for whom the teacher has a legal or moral responsibility; provided, however, that the teacher has filed with the principal of his/her building or immediate supervisor and the Manager of Personnel, within thirty (30) days of the first working day of a school year, the names of the individuals to be so considered. Not more than two (2) names may be submitted. Once submitted, this Paragraph applies to the two (2) names unless
changed in writing by the teacher, filed with the principal of his/her building or immediate supervisor and the Manager of Personnel within thirty (30) days of the first working day of any school year. Personal business leave days accumulated beyond eight (8) days will be transferred to the accumulated sick leave days provided for in this Agreement. The teacher shall use the Personal Leave Request form to request consideration for the use of any of the accumulated benefits provided for in this paragraph.
EXTENDED PERSONAL LEAVE

50. Permanent teachers may be granted Extended Personal Leave for a period of one (1) school year. Such leave will be requested on the Professional Leave Form (No. 3511-3) in the same manner as any other professional leave. Any Extended Personal Leave will be without pay, health insurance, life insurance, Public Employee Retirement Fund contribution or fringe benefit of any kind. If a teacher takes extended personal leave, the affected teacher will not be eligible to apply for additional extended personal leave under the provisions of this paragraph for a period of fifteen (15) years.

51. To be eligible for consideration of leave under the provisions of this paragraph, a teacher must submit a request for leave prior to April 1 preceding the school year in which the leave is to be effective.

52. Upon return of a teacher from the leave provided for in this section to employment with the Board, the Board will be under no obligation to assign such teacher to the same school, teaching position or other assignment(s) occupied or performed by such teacher prior to taking this leave of absence.
LEAVES OF ABSENCE, PROFESSIONAL

53. PROFESSIONAL MEETINGS AND WORKSHOP: The Board may grant to teachers a leave of absence without loss of compensation to attend professional association conventions such as, but not limited to, the National Council of Mathematics Teachers or the International Reading Association.

54. ADVANCED STUDY LEAVE: A leave for Advanced Study may be granted when, in the considered judgment of the Board of School Trustees, the professional competence of the applicant and the general welfare of the students of the Evansville-Vanderburgh School Corporation will be benefited. The Board may grant a leave of absence without pay for advanced study to permanent teachers hired by the Board. In order to qualify for a leave of absence under this paragraph, a teacher must submit the course of study to be followed with the leave request and carry a full academic load while pursuing such course of study. If granted and the leave for advanced study is equal to one (1) school year, credit for such year of advanced study will be given for the purpose of placement on the salary schedule; however, upon return of the teacher to employment with the Board, the Board will be under no obligation to assign such teacher to the same school, teaching position or other assignment(s) occupied or performed by such teacher prior to taking this leave of absence.

55. EXCHANGE TEACHING PROGRAMS - PEACE CORPS: The Board may grant to a permanent teacher a leave of absence without pay for one (1) year renewable each year for a total of two (2)
succeeding years to participate on a full-time basis in exchange teaching programs in other states, territories or countries; to participate on a full-time basis in foreign or military programs; to participate on a full-time basis in the Peace Corps, Teachers Corps, Job Corps, or Head Start; and, to work full-time with the Indiana State Department of Public Instruction. Upon returning from any such leave of absence a teacher will be granted credit with respect to his/her place on the salary schedule; however, the Board is under no obligation to assign such teacher upon return to the same school building, teaching position, or other assignment(s) such teacher occupied or performed prior to taking such leave of absence.
56. The purposes of a sabbatical leave are to provide an opportunity for the career teacher to meet the ever-increasing need for excellence in teaching, to adapt to a constantly changing profession, and to increase his/her professionalism.

57. A sabbatical leave for study may be granted when, in the considered judgment of the Board of School Trustees, the professional competence of the applicant and the general welfare of the students of the Evansville-Vanderburgh School Corporation will be benefited. Such study must be directed toward the completion of either an approved Specialist or Doctoral Program from an officially recognized Specialist or Doctoral degree granting agency. The approved course of study to be followed, outlining the plan for completing either degree program, must be submitted with the request for leave.

58. ELIGIBILITY: Any full-time teacher with a master's degree who has not reached the age of fifty-eight before applying for leave and who has a minimum of seven (7) continuous and active years in the Evansville-Vanderburgh School Corporation at the date of application may be eligible to apply for a sabbatical leave. The continuous years of service must immediately precede the sabbatical. Substitute contracts are not recognized in computing years of continuous service.
59. **LIMITATIONS:** A sabbatical leave may be granted for not more than one (1) school year. The maximum number of leaves per year granted to teachers shall not exceed one percent of the total number of teachers.

**APPLICATION PROCEDURE**

60. (1) Application forms will be available from the principal's office.

(2) All applications for sabbatical leave must be submitted to the Superintendent on or before February 1.

(3) At the discretion of the Superintendent, shorter notice may be acceptable depending upon the nature of the opportunity or emergency arising.

(4) The applicant will be notified of approval or rejection within sixty (60) days.

61. **APPROVAL OF LEAVE:** All approvals for sabbatical leaves must be made by the Board of School Trustees upon the recommendation of the Superintendent.

**COMPENSATION**

62. (1) Each individual granted a sabbatical leave shall receive one-half of his/her basic salary for the school year in which the sabbatical leave is granted.
The amount shall be paid to him/her during the first two years following the leave - one-half of the amount shall be paid the first year and one-half of the amount shall be paid the second year. Upon returning to teaching, the recipient will be granted a contract paying the teacher's regular salary, plus the amount due scheduled from the previous year. Sabbaticals do not constitute teaching experience.

(2) All recipients accepting a sabbatical must enter into a written agreement with the Board in which they pledge to return to the Evansville-Vanderburgh School Corporation employment for a period of not less than two (2) years.

(3) Should the recipient fail to complete the two years of regular service in the Evansville-Vanderburgh School Corporation upon his/her return, the salary amount due the recipient will be pro-rated over the time served during the two years following the leave.

(4) Procedures to be followed in the event of the termination of employment of the sabbatical scholar would be the same as if he/she were on active assignment, provided such scholar has previously paid benefit premiums applicable at that time. Should permissive legislation be granted to pay sabbaticals during the learning period, this shall be reopened for negotiation.
CONDITIONS

63. (1) Membership in major medical and hospital group insurance may be continued by personally prepaying the total premium for the sabbatical year. Social security payments cannot be withheld since the Evansville-Vanderburgh School Corporation is not making payments to the recipient.

(2) If, during a sabbatical leave, the recipient carries twenty (20) semester hours or thirty (30) quarter hours, the Indiana State Teachers Retirement Office will grant one (1) year credit toward retirement. Evidence of the leave and a transcript of credits must be sent to the teachers Retirement Fund Office to claim this credit. Only one (1) year's leave per seven (7) years of teaching will be allowed for credit.

(3) Acceptance of fellowships or sources of supplemental income is permissible so long as they do not impede fulfillment of the purpose for which the sabbatical is granted.

(4) The individual returning after a leave shall have the privilege of resuming his/her former or a comparable position.
ADOPTIVE LEAVE

64. The Board may grant a leave of absence without pay for up to one (1) year to a permanent teacher for the purpose of adopting a child. In order to qualify for Adoptive Leave a teacher must have informed the Board of his/her intent to adopt a child at the time an adoption application is filed. No credit for this year will be given for the purpose of placement on the salary schedule unless the involved teacher teaches 120 days in the year that the leave is given. The expiration of this leave will coincide with the beginning of a grading period and upon completion of this leave of absence the Board is under no obligation to assign the teacher to the same school, teaching position, or any other position occupied or performed by such teacher prior to taking this leave of absence.
65(a). In the case of death in the immediate family of a full-time teacher under regular or temporary contract, the teacher is entitled to be absent without loss of compensation for a period extending not more than three (3) consecutive school days beyond such death for the purpose of attending the last burial rites and attending to other personal matters of the deceased's immediate family member. This period of leave may be extended for a period of two (2) school days if needed by the teacher for the purpose of attending the last burial rites or to attend to personal matters of the deceased or the teacher may use the two (2) school days at anytime during the current school year for the purpose of attending to the affairs of the deceased. School holidays, vacation, any leave of absence, sick leave, personal business leave, or extended sick leave falling in this period will be counted as school days. The term "immediate family" shall mean only parent, step-parent, legal guardian, spouse, brother, sister, child, current step-children, current father-in-law, current mother-in-law, current son-in-law, current daughter-in-law, or any other relative of the teacher who at the time of such relative's death was living as a member of the teacher's household.

65(b). In case of a death of a grandchild or current legal ward of a teacher, a full-time teacher under regular or temporary contract may be absent without loss of compensation for a period extending not more than three (3) consecutive school days beyond such death for the purposes outlined in paragraph 65(a) above.
School holidays, vacation, any leave of absence, sick leave, personal business leave, or extended sick leave falling in this period will be counted as school days.

66. In the case of death of a grandparent, uncle, aunt, first cousin, niece, nephew, current brother-in-law, or current sister-in-law, not then living in the household of a teacher, a full-time teacher employed under regular or temporary contract may be absent one (1) school day without loss of compensation for the purpose of attending the last burial rites of such stated family member; provided, however, that the teacher attends such burial rites in person, that said burial rites occur while the teacher is performing duties assigned by the Board, that such burial rites do not occur during the time when the teacher is absent from assigned duties due to vacation, any leave of absence, sick leave, leave for personal business, or extended sick leave.
67. Each full-time teacher employed under regular contract is entitled to a leave of absence without loss of compensation if summoned or subpoenaed; to serve on local, state or federal court juries; to testify in Court as a witness in a case in which the teacher is not personally involved; to testify in court in any lawsuit arising out of the performance of duties for or employment with the Board; or, to testify before a judicial or legislative body in regard to any matter arising out of the performance of duties for or employment with the Board for the number of days mandated by such summons or subpoena.

68. Compensation for school days for which a leave of absence is granted in accordance with the above paragraph shall be calculated as the difference between the teacher's contracted daily rate of pay and the daily rate of pay received for any such mandated court duty.
69. The Board may grant a leave of absence without pay for one (1) year, renewable each year for a total of four (4) succeeding years to a teacher upon application for the purpose of campaigning for, and serving in a public office. No credit for any years served under this leave of absence will be given for the purpose of placement on the salary schedule except in the event such service was performed as a member of the Indiana General Assembly. Upon completion of a leave of absence the Board is under no obligation to assign the teacher to the same school, teaching position, or any other assignment(s) occupied or performed by such teacher prior to taking this leave of absence.
70. Teachers entering the military or naval service of the United States pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be given all rights and privileges provided by such Act.

71. Teachers on training duties of the State of Indiana or on training as members of any reserve unit will be entitled to a leave of absence with pay up to fifteen (15) days for training duties.
ASSOCIATION LEAVE

72. The Association will have a total of thirty (30) school days' leave with pay for each school year. The Association can designate which of its member(s) may take such leave. Such leave will be requested on the Professional Leave Form (No. 3511-3) in the same manner as any other Professional Leave. The Association President will verify, execute, and submit such form. The Association will pay the costs of substitute teachers which may be required to teach in place of its members designated to take the leave provided for in this paragraph.
LEAVES OF ABSENCE, ILLNESS OR QUARANTINE

73. ACCUMULATED SICK LEAVE DAYS AND PAY: Each full-time teacher employed under regular or temporary contract is entitled to a leave of absence from work if such teacher is unable to teach because of temporary disability due to illness, quarantine or pregnancy, medical or dental appointments; and, can use up to five (5) of the days listed immediately following per school year to be in attendance with a dependent child required to be hospitalized out of town for the treatment of a particular illness (not by way of limitation, but only by way of example, a full-time teacher would qualify to accompany his/her dependent child required to go to St. Jude Hospital for specialized treatment). Ten (10) days will be allowed for such leave of absence during the first year of teaching and eight (8) days in each succeeding year thereafter without loss of compensation. If in any one school year a teacher is absent, less than the number of days set out immediately preceding, then the remaining unused sick days of that school year will be accumulated to a total of one hundred eighty (180) days. A teacher employed under contract only for a portion of the school year is entitled to a proportionate number of statutory sick leave days on the following basis:

<table>
<thead>
<tr>
<th>Number of Duty Days Employed</th>
<th>Teacher New To EVSC</th>
<th>Returning Teacher</th>
</tr>
</thead>
<tbody>
<tr>
<td>If employed first duty day through the 25th day the teacher is normally required to be on duty</td>
<td>10</td>
<td>8</td>
</tr>
<tr>
<td>If employed from the 26th normal duty day through the 50th duty day</td>
<td>9</td>
<td>7</td>
</tr>
</tbody>
</table>
If employed from the 51st normal
duty day through the 75th duty day 8 6
If employed from the 76th normal
duty day through the 100th duty day 7 5
If employed from the 101st normal
duty day through the 125th duty day 6 4
If employed from the 126th normal
duty day through the 150th duty day 5 3
If employed from the 151st normal
duty day through the last duty day
required 4 2

74. All unused accumulated sick leave days for a teacher
employed under contract for only a portion of the school year will
also be accumulative. A teacher who is employed under contract
for six (6) weeks or more during any summer will receive one (1)
additional sick leave day with pay per year.

75. EXTENDED SICK LEAVE DAYS AND PAY: If all other leave
benefits of whatever nature have been used, a full-time teacher
employed under regular contract may petition the Board for a leave
of absence from work if such teacher is unable to teach because of
extended illness or major injury. Extended sick leave days may be
granted for an illness, or a series of different illnesses, but in
the number determined solely by the Board not to exceed one
hundred thirty-five (135) payroll days in any three (3)
consecutive semesters. To be eligible for extended sick leave
days the teacher:

(1) Must have been employed full-time under regular
contract by the Board for not less than three (3)
consecutive years; and,
(2) Shall have used all leave benefits of whatever nature and been absent as a result of the same illness or quarantine for twenty (20) consecutive payroll days after the expiration of all other leave benefits; and 
(3) Shall have made application to the Superintendent for extended sick leave days within twenty (20) calendar days following the expiration of all other leave benefits.

76. The length of extended sick leave will be determined by the Board at its discretion but will not exceed a total of one hundred thirty-five (135) payroll days with pay computed on the basis of seventy-five percent (75%) of the affected teacher's daily contract salary, which sum will be paid for each day of extended sick leave benefit. If the Board approves a request for extended sick leave, payment for such extended sick leave shall begin on the first (1st) payroll day after the expiration date of all other leave benefits of whatever nature.

77. An extended sick leave shall terminate on the earliest of the following dates:

(1) The day after the last day of the term of employment for the school year, or
(2) The day after the last day of the allotted number of days of extended sick leave granted by the Board, or
(3) The first day of return to employment subsequent to granting of extended sick leave days by the Board.
Following the use of the total extended sick leave days granted by the Board, there will be an on-the-job waiting period of not less than three (3) consecutive calendar years since the expiration of such extended sick leave days before another period of extended sick leave days will be considered by the Board.

78. Upon any teacher's return to full-time assigned duty, any entitlement to accumulated sick leave, personal leave, vacation, holidays and/or any other similar benefits shall be proratedly reduced. No additional leaves of absence will be granted to any teacher during the period when extended sick days are being utilized.

79. **ANTICIPATED TEMPORARY DISABILITY**: Where a temporary disability can reasonably be anticipated because, but not limited to scheduled surgery, pregnancy or hospitalization for diagnostic purposes, or any other illness or quarantine where the teacher's attending physician establishes a specific period of time such teacher will be unable to work, the following will apply:

   (1) The teacher will report the anticipated temporary disability to the building administrator or immediate supervisor; and, at that time, will project the anticipated period of time when he or she will be unable to work.

   (2) If the teacher does not desire to use sick leave for the anticipated temporary disability, the teacher may request a leave of absence with loss of pay up to one year.
(3) If the teacher desires to use sick leave for the anticipated temporary disability, the teacher will remain on the job until such time that the attending physician establishes conclusively that the teacher is unable to work. At the time the teacher is declared unable to work by the attending physician, the teacher is eligible to use available sick leave in accordance with the established policy applicable to such leave. After available sick leave has been used, the teacher may request a leave of absence without pay up to one year. If the anticipated temporary disability as substantiated by the attending physician is due to pregnancy, said teacher may request a leave of absence without compensation up to one year any time between the date of commencement of the pregnancy and the date of delivery, provided she notifies the Personnel Office at least thirty (30) days prior to the date on which she desires to start her leave.

(4) The teacher requesting a leave of absence because of an anticipated temporary disability who continues to perform duties assigned by the Board will submit a monthly statement signed by such teacher's attending physician verifying such teacher's ability to continue to satisfactorily perform the duties assigned by the Board.

(5) In requesting a leave due to temporary disability, the teacher will inform the Personnel Department of
the desired beginning and ending dates of the projected leave. Unless unusual circumstances prevail, the beginning date will coincide with the beginning date of a semester or grading period and the ending date will be after such teacher has given five (5) school days' notice (in writing) that the teacher is available for work. If at any time prior to the date the leave of absence is to start, the Board determines that the teacher's condition affects his/her work, causes incapacitation to the teacher, or the teacher to be off work, the Board may start the leave of absence at an earlier date. (6) If the temporary disability is emergency in nature, the teacher will immediately inform his/her Building Principal or immediate supervisor and make proper arrangements for his/her absence as per established policy.

80. Accumulated Sick Leave Days and, where applicable, Extended Sick Leave Days will apply to any leave taken under the provisions of this section on ANTICIPATED TEMPORARY DISABILITY.

81. PHYSICIAN VERIFICATION: For any absence from work in excess of three (3) consecutive attendance days, whether for accumulated sick days or extended sick leave days, the basis of the illness or quarantine shall be verified in writing by the involved teacher's attending physician and presented to the Building Principal or immediate supervisor.
82. The Board or its designee in considering a request for a leave of absence using accumulated sick leave days because of anticipated temporary disability and/or applications for extended sick leave days may at its expense require the teacher to submit to an examination by no more than two (2) additional medical doctors selected by it. In the event the Board chooses to require any added examination, a leave request will not be acted upon until the designated physicians have reported to the Board and in all cases the Board designated physicians will be requested to submit their reports at the earliest possible date.

83. Any teacher who is on a leave of absence because of anticipated temporary disability or extended sick leave shall, if such leave of absence is for more than thirty (30) days, submit in writing to the Office of Personnel after such thirty (30) days and on the first (1st) day of each month thereafter, written verification by the teacher's attending physician that the illness or injury is of a continuing nature and is of such severity that such teacher is prevented from resuming assigned duties with the Board.

84. In all cases of absence due to illness or quarantine, the Board reserves the right at its expense to require the teacher to submit to an examination by a Board-selected physician or physicians to determine and report to the Board the status of the illness or injury and the qualification(s) and/or fitness of said teacher(s) to return to employment and perform normal assigned duties.
85. **NOTICE OF RETURN TO TEACHING:** For any leave of absence requested under the provisions of this Agreement with respect to extended sick leave days, the teacher shall timely notify the Office of Personnel of the estimated time of return to teaching, or of the fact that the teacher does not intend to resume teaching duties. Notification of time to return to teaching shall be made (1) before April 1 of any year if the time of return to teaching is the first semester; or, (2) before October 1 of any year if the time of return to teaching is the second semester. If the teacher intends to return to teaching, such teacher will keep the Board advised of any change in the time estimated to return. Teachers intending to resume duties shall so notify the Office of Personnel as soon as they have recovered or shall furnish to the Board proof of continued disability any time during disability if requested by the Board.

86. **RETURN TO FULL-TIME DUTIES:** Subject to the notice and other requirements set out in **NOTICE OF RETURN TO TEACHING**, and with the approval of the Board, a teacher may request to resume full-time duties at such time as in the opinion of the teacher and the teacher's physician such teacher is able to resume full-time duties; provided, however, that the Board may have the teacher examined by Board selected physician(s) in the manner provided in **PHYSICIAN VERIFICATION**. The Board may examine each request to resume full-time duties and decide whether or not the teacher should return to full-time duties at the end of a grading period, or at the start of the next school year, as well as deciding the duties to be assigned to the teacher upon return to work;
provided, that in all cases of return to full-time duties, the Board will make every reasonable effort to place the teacher in the position held at the time of illness, quarantine or pregnancy.
87. The Board may reduce the number of teaching positions and select teachers for layoff whenever it determines such actions are necessary. When such actions are taken and teachers laid off, the Board will give consideration to maintaining the total educational process in the Evansville-Vanderburgh School Corporation and maintaining a minority balance within the teaching staff.

88. Whenever the number of teaching positions is to be reduced the Superintendent will discuss the need for such layoffs with the Association. The Board will try to reduce staffs in the following order: (1) attrition; (2) nonpermanent teachers; (3) semipermanent teachers; (4) teachers in the sixth year through 20th year of experience; (5) teachers with more than 20 years of experience.

89. If it becomes necessary to lay off a teacher in the 0 - 20 year group then certification, seniority, minority balance, participation in extracurricular activities, and performance will be considered. If it becomes necessary to lay off a teacher with more than 20 years of service then certification, minority balance and seniority will be the criteria considered.

90. As soon as the Superintendent has determined which teachers are to be laid off, the Association will be given the names of the teachers at the same time the affected teachers are notified.
91. Included in the maintenance of the total education program is the need for a balanced extracurricular program. If a balanced extracurricular program cannot be staffed with existing faculty, openings may be created so teachers who are willing, qualified, and capable to sponsor such activities can be given these assignments.

92. The Association can grieve the layoff(s) after Board action if within three (3) school days after Board action a grievance is filed at Step 2 of the Grievance Procedure. If there is no resolution at Step 2, the Board and the Association agree to immediately submit these grievances to arbitration as provided in Paragraphs 26-29 et seq. of this Agreement. An arbitrator will be limited to hearing five (5) such grievances (if more than five (5) grievances are involved, the parties will select arbitrators so as to equally distribute such grievances); and any briefs submitted by the Board or Association must be submitted at the arbitration hearing. An arbitrator will make and send his/her decision forty-eight (48) hours after completion of the hearing provided for in this paragraph. In all other respects paragraphs 26-29 et seq. of the Agreement apply to this accelerated arbitration provision.

93. A recall list shall be maintained by the Board for a period of twelve (12) months from the individual's release date which shall be the termination date of the teacher's individual contract. A teacher will remain on the recall list for an additional twelve (12) months if the teacher notified the Board in
writing during the 12th month of layoff that he/she wants to be maintained on the recall list.

94. A teacher who is laid off may request that he/she be placed on the Board's substitute teacher list.

95. Teachers on the recall list may remain enrolled in the Evansville-Vanderburgh School Corporation Standard Hospitalization Insurance Plan for the duration of such teachers' remaining on the recall list, but such teacher will be responsible to pay the entire insurance premium applicable to his/her insurance coverage. It will be the responsibility of any such teacher to pay such insurance premiums in the manner designated by the Evansville-Vanderburgh School Corporation Controller.

96. A teacher who is notified of a position opening within his/her certification shall accept this offer within ten (10) calendar days of notification and be available for service within fifteen (15) calendar days of notification. Failure to do so will cause the offer to be withdrawn and the teacher's name to be removed from the recall list.
97. **DEFINITION TRANSFER:** A transfer is the move of a teacher from a school building to a vacant position in a different school building. A transfer can be either voluntary (at a teacher's own request) or involuntary (effected by the Superintendent of Schools). If a teacher is granted a voluntary transfer, such teacher will not be eligible to apply for a voluntary transfer until three (3) years have been served at the school building into which such teacher was transferred. Not more than ten percent (10%) but at least one (1) teacher of the faculty of any school or department will be considered for a voluntary transfer in any given year.

98. **POSTING VACANT POSITIONS:** After the Board or its designee assigns teachers to comply with Federal laws, State laws and their applicable regulations, orders of court, or its Affirmative Action program, and after teachers who are declared "excess" at the building level have been placed in vacancies for which they are qualified, the Board or its designee will post those positions (except those including Head Coaching positions) it determines will be vacant at the start of the next school year. Such postings will be in the school buildings, at the Personnel Office and sent to the office of the Evansville Teachers Association and will state the duties (as determined by the Superintendent or his designee) of each vacant position as well as the required certification. The Board or its designee will post vacant positions on the first business day of April, May, June,
and July; provided, that the July posting will only be made at the Personnel Office of the Corporation. Teachers may apply for transfer to the posted positions and when requesting a transfer will use a prescribed application form. All applications for transfer must be in the Personnel Office of the Corporation within seven (7) calendar days of a posting date; otherwise, the applicant will not be considered for the posted position.

99. DEFINITION QUALIFICATIONS: The term "Qualifications" in this Agreement refers to proper certification and agreement to perform the duties of the vacant position and a combination of competence, compatibility with the staff of the new school and applicable experience. The terms "Qualify" or "Qualified" in this Agreement mean that the particular teacher possesses the above items to the degree necessary to satisfactorily perform the duties of the vacant position as stated on the posting.

100. SELECTION FOR VOLUNTARY TRANSFER: To be transferred from a school building to a vacant position in another school building, an applying teacher must be qualified to perform the duties of the vacant position. If more than one (1) teacher applies for a vacant position and the qualifications of such applying teachers are relatively equal, then the teacher with the longest length of service will be transferred.

101. SENIORITY: Seniority is the length of uninterrupted service with the Board and dates from the date a teacher first signed his/her individual contract. The teacher with the longer length of uninterrupted service is the more senior. Leaves of absence or periods of layoff up to two (2) years shall not
constitute a break in service. In cases where there is no record of this date, the teacher's first date of employment shall determine his/her seniority. Further, in cases of ties, the teacher with the earliest birthdate shall be considered the most senior in that particular instance. In case of a tie of birthdates, the tie shall be broken by drawing straws with the longest straw indicating the most senior teacher in that particular instance.

102. FILLING VACANT POSITIONS AFTER VOLUNTARY TRANSFER: Voluntary transfer requests will be considered for vacant positions before new teachers are hired; provided, however, if there were no applications filed within seven (7) calendar days of posting any vacant position or there are no qualified applicants for a vacant position, that position can be filled by the Board or its designee in any way.

103. ACCEPTANCE OF TRANSFER: If a transfer request is approved, the requesting teacher must accept the transfer unless such teacher notifies the Personnel Manager in writing of a desire to withdraw the transfer request. Such written notification must be received before the date on which the approval of the transfer request is received by the requesting teacher. All applicants who do not receive a transfer will be so notified in writing of the reason(s) they were not transferred if the reasons are requested.

104. INVOLUNTARY TRANSFERS: The Superintendent may transfer a teacher from one school building to another school building and in the case of "excess" teachers, the Superintendent will take volunteers into consideration. The faculties in
buildings where there will be teachers declared excess will be advised of expected vacancies, where known, before volunteers are requested. Prior to such transfer the Personnel Manager will schedule a conference with the affected teacher to discuss the reason(s) for the transfer and at such conference, the teacher will be given a written statement of such reason(s).

105. BINDING ARBITRATION: The Board and the Association agree that all terms of this transfer section can be submitted to binding arbitration. The arbitrator's decision shall be final and binding.
106. Attached hereto and marked Exhibit "B" is the Teacher Additional Pay for Additional Training Salary Schedule effective with the individual teacher's contract for the 1983-1984 school year.

107. To qualify for any additional pay level for additional training, all credit hours must be earned by the teacher from an institution accredited by one of the six (6) regional accrediting agencies (New England, Middle States, North Central, Northwest, Southern and Western) and approved by the Indiana State Department of Public Instruction.

108. Teachers expecting to qualify for the Bachelor's-plus-10 and 20 hours level of additional pay must obtain proper certification that such hours are credited toward an approved Master's degree program from the institution granting the credit. Such certification will be given to the Personnel Office. Teachers expecting to qualify for the Master's-plus-10, 20, 30, 45, 60 or 75-hours level of additional pay must apply and use the application blanks supplied for this purpose. All applications must be in the Board's Personnel Office by May 1st of each year.

109. In order to qualify for the Master's-plus-30 hours level of pay a teacher must have a total of thirty (30) semester hours of credit earned after the completion of a Master's degree and these thirty (30) semester hours must meet one (1) of the following criteria:
(1) The hours must be all graduate hours taken on an approved Doctoral program; or,

(2) The hours must qualify the affected teacher for the Education Specialist Degree; or,

(3) At least one-half (1/2) of such thirty (30) semester hours must be in the field in which the teacher is licensed to teach and the remaining one-half (1/2) of such thirty (30) semester hours must be graduate credit. The hours of credit in the field in which the teacher is licensed may be undergraduate credit; provided, however, that the remaining hours must be graduate credit.

110. In order to qualify for the Master's-plus-60-hours level of pay, a teacher must have a total of sixty (60) semester hours of credit earned after the completion of a Master's degree and these sixty (60) semester hours must meet one (1) of the following criteria:

(1) The sixty (60) semester hours must be all graduate hours taken on an approved Doctoral program; or

(2) At least one-half (1/2) of such sixty (60) semester hours must be in the field in which the teacher is licensed and one-half (1/2) of the sixty (60) semester hours must be graduate credit. The hours of credit in the field in which the teacher is licensed may be undergraduate credit. The remaining hours must be graduate credit.
111. Teachers wishing to qualify for the Master's-plus-10, 20, 45, or 75 hours level of pay must meet the requirements as set out immediately above on a prorated basis.

112. All transcripts for teachers wishing to qualify for one (1) of the Master's plus levels of pay will be evaluated for the purpose of determining whether or not such teacher meets the qualifications set out above. For the purpose of evaluation a committee will be formed on the following basis:

The Superintendent's designee who will act as Chairman

1 - High School Principal appointed by the Superintendent

1 - Elementary School Principal appointed by the Superintendent

1 - High School Teacher appointed by the President of the Evansville Teachers Association

2 - Elementary School Teachers appointed by the President of the Evansville Teachers Association

This committee will meet on call of the Chairman to evaluate transcripts and to make a recommendation to the Board with respect to whether or not any such teacher has met the qualifications for additional salary based on additional training. This committee will make its recommendations to the Board for approval by the Board.
113. The Board in its sole discretion may appoint a teacher or reappoint a teacher as a Psychometrist, Counselor or Part-time Counselor. Full-time Psychometrists and high school Counselors will be paid on the following basis effective with the individual teacher's contract for the 1983-1984 school year:

(1) Responsibility stipend $563.00

(2) Years of experience in position:

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>$188.00</td>
</tr>
<tr>
<td>Two Years</td>
<td>$374.00</td>
</tr>
<tr>
<td>Three Years</td>
<td>$565.00</td>
</tr>
<tr>
<td>Four Years</td>
<td>$749.00</td>
</tr>
</tbody>
</table>

(3) Extra week of service - at regular week's pay

114. High School Counselors serving less than full time will have the stipend proratedly reduced to correspond with the percentage of time the individual spends in a counseling assignment.

115. Elementary Counselors will have the additional sums provided for in (1) and (2) above prorated in proportion to the number of periods assigned for such counseling.
MULTIPLE BUILDING ASSIGNMENT

116. Effective with the individual teacher's contract for the 1983-1984 school year, all Multiple Building Assignment stipends will as listed in the following schedule:

<table>
<thead>
<tr>
<th>Position</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Itinerant Special Education Teachers</td>
<td>$1,100*</td>
</tr>
<tr>
<td>Special Itinerant Counselor</td>
<td>900</td>
</tr>
<tr>
<td>Work Study Coordinators</td>
<td>880</td>
</tr>
<tr>
<td>Contact Teachers</td>
<td>725</td>
</tr>
<tr>
<td>Psychometrists</td>
<td>725</td>
</tr>
<tr>
<td>Itinerant Counselors</td>
<td>725</td>
</tr>
<tr>
<td>Special Health Occupations</td>
<td>701</td>
</tr>
<tr>
<td>Health Occupations</td>
<td>650</td>
</tr>
<tr>
<td>Distributive Education Coordinators</td>
<td>600</td>
</tr>
<tr>
<td>Music Teachers (two or more schools per day)</td>
<td>500</td>
</tr>
</tbody>
</table>

*Teachers newly hired or newly appointed to this assignment only starting with the 1975-76 school year and thereafter will receive $600.00 Multiple Building Assignment.
117. Attached hereto and marked Exhibit "C" is a list of the extra duties with pay therefore, which pay will be effective with the individual teacher's contract for the 1983-1984 school year, available to teachers in the Evansville-Vanderburgh School Corporation. The Board will appoint teachers to perform the extra duty assignments listed on Exhibit "C" and such appointment will be on a year-to-year basis at the sole discretion of the Board and not subject to the provisions of this Agreement providing for grievance and advisory arbitration. Teachers assigned to extra duties by the Board will be paid in addition to their base salary not to exceed the amount or amounts opposite such extra duties on Exhibit "C" attached hereto. Unless otherwise specified for the specific extra duty, teachers assigned to extra duties will also carry a full teaching load.
118. **Retirement Pay Plan.** The Board and the Association agree to a Retirement Pay Plan as specifically authorized I.C. 20-6.1-5-12 in which each teacher covered by this Agreement shall receive upon retirement, retirement pay computed on the basis of: (1) One hundred twenty dollars ($120.00) for each year of service for the Board including all service credited toward positions on the Board salary schedule; plus (2) Twenty-five dollars ($25.00) for each year of service outside of employment with the Board for which credit has been granted by the Board; plus (3) Twenty-five dollars ($25.00) per day of unused accumulated sick leave up to a maximum of one hundred eighty (180) days.

119. The retirement pay shall be added to the teacher's contract for the last year of service and is payable during the last month of the teacher's service. The last pay check shall be adjusted to reflect any use of sick leave days.

120. In order to qualify for the Retirement Pay Plan the teacher must:

(1) Be at least fifty (50) years of age; and

(2) Have had at least ten (10) consecutive years of teaching experience in the Evansville-Vanderburgh School Corporation; and

(3) Must have notified the Superintendent of his/her intention to retire by June 1 of the year preceding retirement; provided, however, that if circumstances
develop which result in an unforeseen retirement, the Superintendent may waive the June 1 notification date, but even in this circumstance, the teacher intending to retire must still make timely written application for the retirement pay.

121. A teacher who retires prior to the time he/she is fifty (50) years of age shall receive the appropriate amount of retirement pay under this Retirement Pay Plan if such teacher's retirement is necessitated by incapacitation.
122. If a teacher, who is otherwise qualified for such amounts, dies while in the active service of the Board, then the unused accumulated sick leave days shall be paid at Twenty-five Dollars ($25.00) per day to the deceased teacher's estate or to the beneficiary named by such teacher with the Indiana State Teacher's Retirement Fund.
123. Teachers who retire before their sixty-fifth (65) birthday may apply to participate in the Preferred Substitute Teaching Program. To be eligible for consideration a teacher must:

(1) Have at least eighteen (18) years teaching experience for which credit has been granted by the Board, the last ten (10) years of which have been in the employ of the Board; and

(2) Be at least fifty (50) years of age at the beginning of the school year in which he/she first participates in the program; and

(3) Be no older than sixty-four (64) years of age as of June 30 of the year in which he/she applies for application in the program; and

(4) Have applied to the Superintendent, in writing, for participation in the program prior to April 1 of the calendar year preceding retirement. In the event of an unforeseen retirement, the Superintendent may waive the April 1 notification date.

124. Preferred Substitute Teaching Program participant's compensation will be at a rate of One hundred ten dollars ($110.00) per day of duty (August through June). Participants will be permitted to provide up to forty-five (45) days of duty, as determined by the Superintendent or his designee. Payments
will be made in the first full week in January and in the last full week in July of each such year for the days of duty performed during the immediately preceding period of each such school year.

125. Participants in this Preferred Substitute Teaching Program will not receive the salary, fringe benefits or any other benefit provided elsewhere in this Agreement or otherwise for teachers except, that if a participant in this Preferred Substitute Teaching Program is enrolled in the Evansville-Vanderburgh School Corporation standard hospitalization insurance plan during the school year immediately preceding retirement, he/she may continue to be enrolled in the hospitalization plan for the duration of his/her participation in this Preferred Substitute Teaching Program, but such participant will be responsible to pay the entire insurance premium applicable to such insurance coverage in the manner designated by the Evansville-Vanderburgh School Corporation Controller.

126. A teacher will cease to be a participant in the Preferred Substitute Teaching Program when:

(1) He/she has completed the year (July 1 to June 30) in which he/she reaches his/her sixty-fifth (65) birthday; or

(2) He/she has failed to perform the duty assigned to him/her when requested on five (5) occasions; or

(3) The Superintendent decides that a participant is no longer able to perform duties assigned to him/her; or

(4) The teacher elects to withdraw.
127. Teachers who are selected to participate in the Preferred Substitute Teaching Program will be allowed to submit the names of three schools at which they would prefer to substitute. The Board or its designee will select two of the three schools and assign the teacher as a preferred substitute to those two schools. At those schools the Board agrees to try to contact that teacher for substitute duties before contacting other substitute teachers. For all other schools they shall be called in the same manner as other substitutes.

128. In the event more than one teacher selects a school for preferred substitute status, the Board reserves the right to assign the participating teacher to another school. Teachers will remain in preferred substitute status until they have taught forty-five (45) days, until their participation in the Preferred Substitute Teaching Program is terminated, or until they declare themselves unavailable for the duration of the school year.

129. The Board or its designee may, in its discretion, limit the number of participants entering this program and, in its discretion, may select those who will participate.
130. Attached hereto, marked Exhibit "D" and made a part of this Agreement is the teachers' basic salary schedules which will become effective with the individual teacher's contract for the 1983-1984 school year.

131. Effective for the 1983-1984 regular instructional school year, the teachers agree to provide one hundred eighty (180) days of service when students will be in attendance and to work an additional five (5) days in such school year as designated by the Board, except where an individual teacher's contract provides otherwise.
TERM LIFE INSURANCE

132. Effective January 5, 1984 to January 4, 1985 the Board will pay toward the cost of $20,000.00 term life insurance, plus accidental death or dismemberment for each teacher covered by this Agreement up to the amount specified directly below, to the insurance company selected by the Board.

133. Maximum payment per teacher - up to $54.70 per year. The covered teaching employee will pay 2¢ per month toward the life insurance premium.
HOSPITALIZATION, SURGICAL AND MEDICAL INSURANCE

134. Effective from January 5, 1984, to January 4, 1985, for the hospitalization, surgical and medical insurance benefits currently in effect, the Board agrees to pay up to $833.28 per year for single coverage; $1,367.04 per year for single plus one coverage; and $1,689.48 per year for family coverage. Covered teacher(s) will pay the balance of the premium cost for such hospitalization, surgical and medical insurance.

135. If teacher(s) covered under this Agreement are not covered by the Hospital, Surgical and Medical Insurance provided for in Paragraph 134, upon notification by the Association the Board will pay up to only $200.00 per calendar year for any such teacher. This $200.00 can be used only toward other insurance provided by companies with which the Board has existing contracts at the beginning of a calendar year.
136. The provisions of this Agreement, except as provided otherwise in this Agreement, shall become effective on Dec. 19, 1983 and shall remain in full force and effect except as provided hereafter.

137. This Agreement shall become effective as of the date stated in Paragraph 136 and shall remain in full force and effect until June 30, 1984, and shall continue to remain in full force and effect from year to year thereafter unless one of the parties hereto gives written notice to the other party on or before one hundred eighty (180) days prior to the submission of a budget by the Board for the fiscal year January 1, 1985, through December 31, 1985, or any annual expiration date thereafter requesting that this entire Agreement or part thereof be modified.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and caused their names to be subscribed by their duly authorized officers and representatives this 19th day of DEC., 1983.

EVANSVILLE-VANDERBURGH SCHOOL CORPORATION

By Martha J. Schmadel
Martha S. Schmadel, President
Board of School Trustees

By Elaine M. Amerson
Elaine M. Amerson, Vice-President

Suzanne Aiken, Secretary

Lonie R. Freeman

EVANSVILLE TEACHERS ASSOCIATION

By Michael H. Roberts
Michael H. Roberts, President

By Diane E. Meier
Diane E. Meier, Vice-President

Daniel Hartz, Secretary

Mary W. Whitticker, Treasurer

Mary Eleanor Nicholson

Robert G. Padgett

Albert J. Umbach, Jr.
**INDIVIDUAL ENROLLMENT FORM**

**NATIONAL EDUCATION ASSOCIATION**

**INDIANA STATE TEACHERS ASSOCIATION**

<table>
<thead>
<tr>
<th>SOCIAL SECURITY NO.</th>
<th>1981-82</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td>FIRST NAME &amp; MIDDLE INITIAL</td>
</tr>
<tr>
<td>LAST NAME</td>
<td>SCHOOL CORPORATION/COLLEGE/UNIVERSITY</td>
</tr>
<tr>
<td>STREET ADDRESS</td>
<td>ETHNIC HERITAGE</td>
</tr>
<tr>
<td>CITY</td>
<td>TEACHING POSITION</td>
</tr>
<tr>
<td>STATE</td>
<td>CODE</td>
</tr>
</tbody>
</table>

**UNIFIED ASSOCIATION DUES AND/ OR PAC CONTRIBUTIONS**

- A. ISTA $ [ ]
- B. NEA LIFE/REGULAR $ [ ]
- C. NEA/SEA $ [ ]

**CONTINUING MEMBER PAYROLL CASH**

- I authorize my employer to deduct each year my membership dues and/or PAC contributions for the unified association unless I revoke this authorization in writing through the association. This authorization shall permit and accept any changes in the amount of dues officially adopted by the respective governing bodies upon certification in writing by the local association.

**MEMBER'S SIGNATURE**

**DATE**

**(MY SIGNATURE AFFIRMS THE ACCURACY OF DATA ON THIS FORM.)**

**FACULTY REPRESENTATIVE'S SIGNATURE**

**PAYROLL COPY**

**EXHIBIT A**
## TEACHERS' ADDITIONAL PAY FOR ADDITIONAL TRAINING SALARY SCHEDULE

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>1983-84</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bachelor's plus 10 hours</td>
<td>$163.00</td>
</tr>
<tr>
<td>2. Bachelor's plus 15 hours**</td>
<td>245.00</td>
</tr>
<tr>
<td>3. Bachelor's plus 20 hours</td>
<td>326.00</td>
</tr>
<tr>
<td>4. Master's plus 10 hours</td>
<td>219.00</td>
</tr>
<tr>
<td>5. Master's plus 15 hours**</td>
<td>301.00</td>
</tr>
<tr>
<td>6. Master's plus 20 hours</td>
<td>408.00</td>
</tr>
<tr>
<td>7. Master's plus 30 hours</td>
<td>571.00</td>
</tr>
<tr>
<td>8. Master's plus 45 hours</td>
<td>826.00</td>
</tr>
<tr>
<td>9. Master's plus 60 hours</td>
<td>$1,091.00</td>
</tr>
<tr>
<td>10. Master's plus 75 hours</td>
<td>1,341.00</td>
</tr>
<tr>
<td>11. Doctor's</td>
<td>1,647.00</td>
</tr>
</tbody>
</table>

**Teachers now at these levels will continue to be paid on this basis; however, no additional teachers will be added to these levels.

EXHIBIT "B"
# EXTRA PAY FOR EXTRA DUTY SCHEDULE

**EFFECTIVE AUGUST 30, 1983**

<table>
<thead>
<tr>
<th>EXTRA DUTY</th>
<th>1983-84</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Academic:</strong></td>
<td></td>
</tr>
<tr>
<td>After School Science</td>
<td>$699.00</td>
</tr>
<tr>
<td>Extra Science Lab - Each Sem.</td>
<td>661.00</td>
</tr>
<tr>
<td>Debate Coach - High School</td>
<td>625.00</td>
</tr>
<tr>
<td>Speech Coach - High School</td>
<td>625.00</td>
</tr>
<tr>
<td>Special Education Teacher</td>
<td>474.00**</td>
</tr>
<tr>
<td>Contact Teachers</td>
<td>828.00</td>
</tr>
<tr>
<td><strong>Athletic:</strong></td>
<td></td>
</tr>
<tr>
<td>Athletic Trainer - Fully Certified</td>
<td>3,122.00*</td>
</tr>
<tr>
<td>Athletic Trainer - 3/4 Certified</td>
<td>2,497.00*</td>
</tr>
<tr>
<td>Athletic Trainer - 1/2 Certified</td>
<td>1,873.00*</td>
</tr>
<tr>
<td>H.S. Asst. Football Coach</td>
<td>1,689.00*</td>
</tr>
<tr>
<td>H.S. Asst. Basketball Coach</td>
<td>1,689.00*</td>
</tr>
<tr>
<td>Elem. Playground Dir. - 3</td>
<td>1,517.00</td>
</tr>
<tr>
<td>H.S. Intramural Dir. - 3</td>
<td>1,454.00</td>
</tr>
<tr>
<td>H.S. Assistant Baseball Coach</td>
<td>1,346.00*</td>
</tr>
<tr>
<td>H.S. Volleyball Coach</td>
<td>1,249.00*</td>
</tr>
<tr>
<td>H.S. Asst. Gymnastics Coach</td>
<td>1,231.00*</td>
</tr>
<tr>
<td>H.S. Asst. Track Coach</td>
<td>1,231.00*</td>
</tr>
<tr>
<td>H.S. Asst. Wrestling Coach</td>
<td>1,231.00*</td>
</tr>
<tr>
<td>Asst. to Athletic Business Mgr.</td>
<td>1,163.00*</td>
</tr>
<tr>
<td>Elem. Playground Dir. - 2</td>
<td>1,011.00</td>
</tr>
</tbody>
</table>

EXHIBIT "C"
Page 1
1983-84

H.S. Cross Country Coach $ 847.00*
H.S. Golf Coach 847.00*
H.S. Tennis Coach 847.00*
Elem. Playground Dir. - 1 505.00
H.S. Intramural Dir. - 1 485.00
G.A.A. Director - 2 442.00
G.A.A. Director - 1 221.00

Managers/Sponsors/Coordinators:

Athletic Business Manager 3,793.00*
H.S. Athletic Equipment Mgr. 1,504.00*
H.S. Paper & Sr. Edition Sponsor 749.00
Spon. of Each Major H.S. Drama Prod. 625.00
(The extra pay in each high school for
this function shall be limited to two
productions each school year)
OEA Sponsor - Business Off. Lab 474.00
PAT System Manager 374.00
Elem. School Treas. (501-above) 374.00
H.S. Cheerleader Sponsor 374.00
Elem. School Treas. (1-500) 280.00
Printer of Yearbook and School Paper 212.00
(For each newspaper and yearbook
printed per year).

Music:

H.S. Band Director 1,317.00

EXHIBIT "C"
Page 2
H.S. Choir Director 1,317.00
Asst. to the Band Director 887.00
H.S. Orchestra Director 563.00
All City H.S. Orch. Dir. & Coord. 563.00
Elem. Band Director 406.00
(Paid for each rehearsal up to four)
Elem. Orchestra Director 406.00
(Paid for each rehearsal up to four)
Elem. Choir Director - 1 hour 406.00
All City Elem. Band Director 374.00
All City H.S. Band Director 374.00
All City Elem. Orch. Director 374.00
All City H.S. Choir Director 374.00
All City Elem. Choir Director 374.00
All City H.S. Asst. Orch. Dir. 280.00
All City H.S. Asst. Band Dir. 280.00
All City H.S. Asst. Choir Dir. 280.00
All City Elem. Asst. Band Dir. 188.00
All City Elem. Asst. Orch. Dir. 188.00
All City Elem. Asst. Choir Dir. 188.00

*The stipend includes pay for services rendered before school starts, during vacation periods, and after school closes (according to the assignment).

**Starting with the 1975-76 school year and thereafter, this Extra Duty will not be in effect and newly hired or newly appointed special education teachers will not receive any extra pay. Those teachers currently employed as special education teachers will continue to receive extra pay so long as employed in such capacity.
EVANSVILLE-VANDERBURGH SCHOOL CORPORATION
Evansville, Indiana

Teachers' Basic Salary Schedule
August 30, 1983 to June 30, 1984

TRAINING

<table>
<thead>
<tr>
<th>Bachelor's or 4 Years</th>
<th>Master's Degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year of Teaching</td>
<td>1983-84</td>
</tr>
<tr>
<td>1</td>
<td>14,380</td>
</tr>
<tr>
<td>2</td>
<td>14,675</td>
</tr>
<tr>
<td>3</td>
<td>14,969</td>
</tr>
<tr>
<td>4</td>
<td>15,264</td>
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<td>5</td>
<td>15,559</td>
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<td>6</td>
<td>16,003</td>
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<td>16,298</td>
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<td>16</td>
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<tr>
<td>17</td>
<td>19,245</td>
</tr>
<tr>
<td>18</td>
<td>19,701</td>
</tr>
</tbody>
</table>

EXHIBIT "D"
April 9, 1984

Mr. George L. Stelluto  
Associate Commissioner  
Wages and Industrial Relations  
U.S. Department of Labor  
Bureau of Labor Statistics  
441 G Street N.W.  
Washington, D.C. 20212

Dear Mr. Stelluto:

As per your request, I am including in this mailing a copy of the current labor agreement between the Evansville-Vanderburgh School Corporation and the Evansville Teachers Association.

The agreement was for the 1983-84 school year and was ratified by both parties on December 19, 1983. Approximately 1,245 employees are covered by the agreement.

If you have additional questions, please call.

Sincerely,

VICTOR L. FISHER, JR.  
Superintendent

Enclosure