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Though the terms and conditions pertaining to teachers are governed by this handbook, this handbook is not intended to cover topics that are subject to bargaining and is not all-inclusive of teacher expectations. To the extent any term or condition conflicts with the bargained teacher contract, the contract shall govern. The terms and conditions contained herein have been discussed with the Columbus Educators Association.

I. Rights and Obligations of the Association

A. The Association shall be able to use or have reasonable access to:
   ● school buildings for meetings.
   ● school equipment.
   ● teachers’ mailboxes.
   ● electronic mail.
   ● bulletin boards in teacher work areas to post notices.

   Association leadership asks that no required meetings be held on the first Tuesday of each month so that Association Representatives may attend the monthly CEA Representative Assembly.

B. When possible, the Association will be included in any event that involves teachers, including the annual orientation for new teachers and job fair.

II. Clarification of Salary and Wage Provisions

A. Payment for Schedule B and C assignments shall be made according to the following guidelines:
   ● Pay for all assignments will be combined to a total of one (1) amount.
   ● Assignments totaling less than $5,000 may be paid as a lump sum amount when all assignments are completed or the amount may be paid bi-weekly throughout the year.
   ● Assignments totaling $5,000 or more will be paid bi-weekly.

B. Lump sum payment for Schedule B assignments shall be made according to the following timeline after the assignment is completed:
   ● End of the first semester.
   ● End of the second semester.

C. Lump sum payment for Schedule C Assignments shall be made according to the following timeline after the assignment is completed:
   ● Fall Break.
   ● Spring Break.
   ● End of the School Year.

D. Mileage:
   ● Teachers shall receive the same rate noted in the Federal Internal Revenue Code tax regulations per mile for authorized travel in the course of their
regular or extracurricular assignment, provided that such extracurricular travel is outside the School Corporation boundaries.

- Claims for mileage reimbursement should be submitted quarterly to the teacher’s director or administrator for approval.
- Certified staff shall be made aware of the rate at the beginning of the year as well as at any time the rate changes.

E. Association Leave:

- The President of the Association, or his/her designee, shall be allowed to leave his/her school to visit other schools on his/her lunch or preparation time, to investigate issues and conduct Association business (such as attend Discussions or other meetings).
- The visitation with a teacher(s) by the President of the Association, or his/her designee, may be on the teacher’s lunch or preparation time, or upon mutual agreement with the teacher and the teacher’s principal at some other time within the regular school day.
- The visitation of a teacher by the President of the Association, or his/her designee, referred to in this section shall be scheduled and conducted so as not to interfere with the activities of other teachers, students, or employees.
- There shall be only one (1) designated representative of the President of the Association at a given time and that person’s identity shall be communicated to a designated representative of the BCSC School Board in advance of any action that person takes on behalf of the President.

III. Hours

A. The establishment of the school calendar is the sole responsibility and authority of the BCSC School Board. Teacher representatives will be included on any committee tasked with reviewing options and providing recommendations regarding the calendar to the School Board.

B. The length of the school calendar for teachers shall be 182.5 days, to be comprised as follows:

- One hundred eighty (180) student instructional days.
- One (1) day at the beginning of the first semester, which is expected to be a balance of professional development and preparation time for teachers.
- One (1) day at the beginning of the second semester.
- One-half (1/2) day at the end of the second semester.

C. The beginning and ending times of the regular school day (seven (7) hours and thirty (30) minutes) for all teachers shall be determined by the respective Building Principals and Program Directors.

- The regular school day shall include teaching periods, equitable preparation time to the greatest extent possible, lunch periods, and such
other duties and responsibilities assigned by the Building Principal or Program Director on an equitable basis to facilitate the effectiveness of the building schedule and educational program.

- As per IC 20-28-10-19, teachers must have at least thirty (30) minutes of duty-free time between the hours of 10:00 a.m. and 2:00 p.m.

D. Teachers may leave the building or place of duty:
- During thirty (30) minute lunch period and/or preparation time.
  - i. Must make someone aware if leaving the building, in the case there would be an emergency.
- For emergency purposes, outside of lunch or prep, after first obtaining permission from the principal or his/her designee.

E. All teachers will be provided no fewer than two hundred (200) minutes of teacher plan time free of duty, supervision, or travel during the regular contracted week for each full five (5) day week. Efforts will be made to provide as much consecutive, uninterrupted plan time as possible.

F. Part-time and shared contract teachers shall receive plan time and assigned duties in proportion to their contracted workday.

IV. Committees/Meetings/Duties

A. Standing Committees
- Standing committees in buildings are currently the Continuous Improvement Council (CIC) and PBIS Committee, but are subject to change as directed by district improvement efforts.
- Other committees will be created for specific purposes and tasks by the CIC.
- Committee meetings should be held during contract hours, to the extent possible.

B. Faculty, Grade Level, and Department Meetings
- Emergency meetings notwithstanding, Building Principals and Program Directors may have one building-wide, required meeting per month, typically on a Wednesday, that extends the school day (before or after contract hours).
- Building Principals or Program Directors may elect to have required grade level or department meetings held outside of contract hours in lieu of a building-wide faculty meeting.
- Routine matters should be handled through emails, staff notes, or other written communications.

C. Extracurricular Duties/Events/Athletics
- These events will be filled on a voluntary basis, to the greatest extent possible.
If certified staff in the collective bargaining unit work an athletic event, they are entitled to the amount identified in the collective bargaining agreement.

V. Vacancies and Transfers

The BCSC School Board has the right to make reassignments and/or transfer decisions on the basis of curricular needs of the school, curricular needs of the School Corporation, and teacher qualifications and skills.

A. All vacancies for positions covered by the Collective Bargaining Unit shall be posted on the corporation website. Any qualified teacher employed by the School Board may apply for a transfer to a vacant position after their second year of service. A “qualified teacher” is defined as one who is licensed for the position or one who has appropriate education credits which are acceptable for certification in the position.

B. Teachers who desire a change in school, grade, and/or subject assignment shall indicate such on the annual Spring Staff Survey. If interested in a certified teaching vacancy, the teacher will need to complete an internal application online in order to communicate their interest in a position. Teachers need to watch the job postings for vacancies.

C. Upon request by the teacher, information will be provided as to why said teacher’s transfer request was denied.

D. When a reduction in the number of teachers in a school is necessary, all volunteers will first be considered for transfer.

VI. Complimentary Pass

A. Each staff member shall be able to use their BCSC Identification Badge to attend corporation athletic events involving student participation and held in corporation facilities.

B. The pass does not apply to tourneys and events sponsored by the Indiana High School Athletic Association (IHSAA) or other comparable associations.

VII. Access to Files

A. School staff may schedule a time with the Human Resources (HR) Department to read and/or copy all materials in their own personnel file.

B. Contact should be made with the HR Department twenty-four (24) hours ahead of time.
VIII. Classroom Visitations

A. Given twenty-four (24) hours/one (1) day notice, observation and/or visitation of a teacher’s classroom by a parent/guardian of a student in that class shall be allowed at a time agreed to between the parent/guardian and the teacher.

B. Parents/Guardians must check in at the office prior to being escorted to the classroom.

C. Observation of a teacher’s class by persons other than school administrative personnel or the parent/guardian of a student in that class shall be allowed only after consent has been given by the principal and the teacher involved.

D. Observers will not be allowed to take part in or interrupt any classroom activity without the prior approval of the teacher involved.

E. Teachers will be notified when a visitor arrives prior to the visitor being escorted to their classroom.

IX. Collaborative Working Relationships

BCSC and CEA are committed to maintaining and improving the collaborative working relationships for continuous improvement at all levels of the school corporation. Such collaboration involves the creation of mutually beneficial and respectful relationships among all educators, community members, support staff, parents, and students. For these reasons, BCSC and CEA have established a Corporation Continuous Improvement Council (CCIC) and Continuous Improvement Councils (CIC) as vehicles for school improvement efforts in BCSC. Critical to the function of the Improvement Councils is dedication to relationship building and the sharing of collaborative leadership.

A. CCIC:

- There will be representation from administrators, teachers, and other stakeholders who may include parents, support staff, and community and business persons and students (when appropriate).
- The Superintendent and the CEA President shall serve as co-sponsors.
- At least 40% of CCIC shall be solely appointed by the CEA President. At least 40% of CCIC shall be individuals solely appointed by the Superintendent. The remaining percentage, at most 20%, are jointly determined by the CEA President and the Superintendent.
- Co-sponsors of CCIC must give at least a week’s notice before adding/removing/changing members on CCIC. However, each appointment to the CCIC is for a two-year term.
- Either co-sponsor can invite a guest to CCIC to speak on a particular topic provided that the other co-sponsor is notified at least one week prior to the meeting and agrees to bring in a guest.
● The CCIC will ensure that there is a high quality information flow to and from the stakeholder group to whom each representative is accountable.
● Notes from the meetings will be sent out to all BCSC stakeholder groups.
● The CCIC will maintain and support the district-wide Continuous Improvement Process, identify district-wide initiatives, and ensure alignment of goals developed by the BCSC School Board throughout the organization.
● The CCIC will review progress on each school’s School Improvement Plan.
● The CCIC may charter subcommittees to gather input and analyze results in review of processes. These subcommittees will report to the CCIC.

B. CIC:
● This committee will be co-sponsored by the Building Principal or Program Director and an Association Representative (AR) appointed by the CEA President.
● There will be representation from administrators, teachers, support staff, and other stakeholders which could include parents and/or students.
● At least 40% of CIC shall be solely appointed by the CEA co-sponsor. At least 40% of CIC shall be individuals solely appointed by the Building Principal or Program Director. The remaining percentage, at most 20%, are jointly determined by the CEA co-sponsor and the Building Principal or Program Director.
● The percentage of teachers on CIC that are members of the Association should match at least the percentage of teachers in the building/program that are members of the Association as certified by the Superintendent and President of CEA in September.
● Each CIC shall have a minimum of five (5) members with up to a maximum of fifteen (15) with equal representation from each group.
● Topics that could be considered by a building/program CIC include, but are not limited to:
  1. Providing input upon and reviewing the School Improvement Plan.
  2. Examining current educational initiatives in the building/program
     ▪ Improving, replacing, or removing current educational initiatives or programs in the building/program that do not continually improve the building/program.
     ▪ Adding new or improving current educational initiatives to continually improve the building/program.
  3. Reviewing data relevant to current initiatives or projects in the building.
  4. The creation of ad-hoc committees for specific purposes or tasks.
● A CIC may apply for a waiver of designated work days and time by May 1 of the prior school year through the following process:
  1. The CIC fills out the Waiver Request form (Appendix A), including the rationale and specific days and hours. It is the responsibility of the Building Principal/Program Director to ensure
that non-certified staff are not negatively impacted by any waiver.

2. The CIC co-sponsors create a ballot for the proposed waiver; ballots will have two options, which give the option to vote for or against the waiver. Once created, the ballot is submitted to the CEA Executive Board for approval by the CEA Co-Sponsor. If the ballot is denied, a review of the ballot will be conducted with the Superintendent.

3. After the CEA Executive Board has provided approval for the ballot, the building holds a secret ballot vote on the waiver with a two-thirds (2/3 or 67%) affirmative vote of the total number of certified staff covered under the collective bargaining unit in the building/program necessary for the waiver to continue.

4. The CIC co-sponsors fill out the Waiver Request form with the final percentage of vote results in the building/program and submit the Waiver Request form to the CCIC for final approval. The Superintendent and CEA President signatures validate approval.

X. Professional Support Action Plan

The Professional Support Action Plan is available, at the discretion of the administrator, for all teachers who could benefit from assistance in the performance of their duties. The program is comprised of two levels: Professional Support Action Plan and Intensive Professional Support Action Plan located in Appendix B.

A. Professional Support Action Plan:

- An initial discussion of the issue/concern will take place between the teacher and the administrator. The teacher will be informed that he/she may invite a CEA representative to attend the meeting.
- Identification of the problem will be shared with the teacher.
- A plan of action will be developed to address/remedy the situation which will include a timeline for review of up to ninety (90) school days.
- Upon review of progress towards correcting the situation, the administrator will make the following recommendations:
  - The situation is resolved and the teacher is removed from the Professional Support Action Plan, or
  - The situation is not resolved and the teacher will be moved to the Intensive Professional Support Action Plan.
- If progress has been made and a teacher is removed from the plan, and the concern returns later, the teacher should be placed back on the Professional Support Action Plan before being moved to the Intensive Professional Support Action Plan.

B. Intensive Professional Support Action Plan:

- A meeting will be set to review the Intensive Professional Support Action Plan. The teacher will be informed that he/she may invite a CEA representative to attend the meeting.
● An intensive plan of action will be developed including what must be accomplished by the teacher.
● Intensive assistance provided to the teacher will be identified including a timeline for successful improvement and a review of up to ninety (90) school days.
● Upon review of progress towards correcting the situation, the administrator will make the following recommendation:
  ○ The situation is resolved and the teacher is removed from the Intensive Professional Support Action Plan, or
  ○ The situation is not resolved and any next steps in the process will be outlined with the Assistant Superintendent for Human Resources.
● Any time a teacher is placed on an Action Plan, whether Support or Intensive, a copy should be sent, along with the notes, to the Assistant Superintendent for Human Resources for placement in the teacher’s personnel file.

XI. **Formal Discussion**

A. In order to allow for thoughtful and purposeful conversation between BCSC and the Association, an appropriate schedule and amount of time should be developed for discussion.
   ● All discussion dates for the school year should be set in August, with possible exceptions due to breaks or other issues.
   ● Formal corporation discussion shall occur at least once a month.
   ● Understanding that many discussable topics are addressed during the summer, corporation discussion may be scheduled for June and/or July.

B. Items should be discussed at the building level before being taken to the district level.

C. Only those items impacting multiple buildings should be brought to a district level Discussions Meeting.

D. Notes from Administration and CEA should be reviewed before being shared with each building or the district.

E. The corporation discussion teams shall develop group norms at the beginning of each school year to which all parties shall commit in order to ensure that both parties have equitable representation.

F. For an item to be formally discussed and satisfy the statutory requirements of Indiana state code, BCSC must provide an opportunity for CEA leadership to discuss the item of discussion and provide meaningful input. Formal discussion is generally conducted at pre-scheduled discussions meetings but may also occur as-
needed based on operational need. This should not preclude BCSC and CEA leadership from talking to each other about important education, labor, political, or school issues. It is expected that the Superintendent will want to speak to the CEA President, and the leadership of both organizations speak with each other, at various times throughout the month, which is encouraged.

G. In the event that a formal emergency discussion needs to occur outside of the regularly-scheduled corporation discussion, the emergency discussion protocol outlined in Appendix C will be utilized.

H. The BCSC and CEA corporation discussion teams shall work together to develop committees and subcommittees of discussion as necessary.
   - The CEA President will be able to appoint teachers to any committee formed by BCSC that requires teacher participation. The total number of teacher appointments is determined by BCSC. However, the CEA President may appoint a percentage of teachers equal to at least the total membership percentage of CEA in the corporation. Committee proposals should be brought to discussion in a reasonable amount of time so CEA can thoughtfully choose teachers to participate.
   - If BCSC wishes to form a committee that falls under a topic on the discussion list, the proposal will be brought to discussion in a reasonable amount of time. The key differences between these committees and committees related to topics that do not fall under a discussable topic shall be:
     i. They shall be known as subcommittees of discussion.
     ii. The CEA President will appoint a CEA co-chair of said committees.
     iii. The percentage of teachers appointed by CEA will be based on the decision-making power granted to the subcommittee. If the subcommittee has the power to propose a recommendation without the topic being returned to formal discussion, the Association will appoint 100% of the number of teachers needed. If the subcommittee is required to bring the topic back to formal discussion, the Association will appoint a percentage of the number of teachers needed that is equal to the percentage of teachers who are members of the Association.

I. Section 20-29-6-7 - Subjects of discussion
   A school employer shall discuss with the exclusive representative of certificated employees the following items:
(1) Curriculum development and revision.
(2) Selection of curricular materials.
(3) Teaching methods.
(4) Hiring, evaluation, 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.
(11) Funding for a plan for a remediation program for any subset of students enrolled in kindergarten through grade 12.
(12) The following nonbargainable items under IC 20-43-10-3.5:
   (A) Teacher appreciation grants.
   (B) Individual teacher appreciation grant stipends to teachers.
   (C) Additions to base salary based on teacher appreciation grant stipends.
(13) The pre-evaluation planning session required under IC 20-28-11.5-4.
(14) The superintendent's report to the governing body concerning staff performance evaluations required under IC 20-28-11.5-9.
(15) A teacher performance model.

IC 20-29-6-7

Appendix A

CIC Waiver Request Form
CIC Waiver Request Form

School:

Description of Waiver Request:

Description of the rationale by the CIC for the need for this waiver:

How will the hours be exchanged for regular contract hours (include dates and specific hours)?

Date ballot approved by CEA Executive Board: __________________

Did the CIC achieve a two-thirds majority vote of all staff in the affirmative for this proposal?  
             List the percentage: __________________

Date building CIC approved: __________________

Date vote CCIC approved: __________________

BCSC Superintendent: ________________________________

CEA President: ________________________________
Appendix B

Bartholomew Consolidated School Corporation
Professional Support Action Plan
Bartholomew Consolidated School Corporation
Professional Support Action Plan

Certified Employee: _____________________________

School: _______________________________________

Evaluation Category: __________________________

Date: _________________________________________

Evaluator: ________________________________

---------------------------------------------------------------------------------------------

1. Identification of the problem or concern:

2. List the Plan of Action to resolve the problem or concern:

3. List the strategies for resolution including professional development activities:

4. List the indicators of success:
5. List the timeline for review of the Professional Support Action Plan (up to 90 school days). The dates for review should be stated and checked off when met. Add a copy of the notes from each meeting to this document.

A plan of action has been developed and dates to review the effectiveness of the plan have been established.

Date: _________________________________
Teacher Signature: _________________________________
Evaluator Signature: _________________________________
Association Representative Signature: _________________________________
(If teacher is a member of the Association)

Notes: (attached)

Results of the review of the Professional Support Action Plan:

____ The problem or concern has been resolved. The certified employee is removed from the Professional Support Action Plan.

Date: ______ Administrator: ______________ Teacher: ______________

____ The problem or concern has not been resolved. The certified employee is moved to the Intensive Professional Support Action Plan for up to an additional 90 school days and a new timeline for review has been established.

Date: ______ Administrator: ______________ Teacher: ______________
1. List any updates to the Professional Support Action Plan:

2. List any additional strategies for resolution, including any new professional development activities:

3. List the indicators of success:

4. List the timeline for review of the Intensive Professional Support Action Plan (up to 90 school days). The dates for review should be stated and checked off when met. Add a copy of the notes from each meeting to this document.

A plan of action has been developed and dates to review the effectiveness of the plan have been established.

Date: ________________

Teacher Signature: _______________________________

Evaluator Signature: ____________________________

Association Representative Signature: _______________________________
(If teacher is a member of the Association)
Notes: (attached)

Results of the review of the Intensive Professional Support Action Plan:

_____ The problem or concern has been resolved. The certified employee is removed from the Intensive Professional Support Action Plan.

Date: __________  Administrator: ______________________  Teacher: ______________

_____ The problem or concern has not been resolved. Any next steps in the evaluation of this certified employee will be outlined with the Assistant Superintendent of Human Resources.

Date: __________  Administrator: ______________________  Teacher: ______________
Appendix C

Emergency Corporation Discussion Protocol
This protocol and these stipulations should not preclude BCSC and CEA leadership from talking to each other about important education, labor, political, or school issues. It is expected that the Superintendent will want to speak to the CEA President, and the leadership of both organizations speak with each other, at various times throughout the month, which is encouraged. However, for an item to have been considered formally discussed, it must either be discussed during the regular monthly discussion meeting or follow the emergency discussion protocol below.

**Emergency Corporation Discussion Protocol**

<table>
<thead>
<tr>
<th>Level</th>
<th>Protocol</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Items that need to be discussed within a month, but before the next formal discussion</strong>&lt;br&gt;1. One discussion chair will reach out to the other indicating the need for level 1 emergency discussion. Both discussion chairs should be in agreement that they are scheduling formal discussion, and agreement cannot be unreasonably withheld.&lt;br&gt;2. The discussion chairs will work together to set a good time and day for the discussion; both parties should be given at least a week to prepare.&lt;br&gt;3. All members of both regular discussion teams will be invited to attend, but if some cannot due to the short notice, that is acceptable.</td>
</tr>
<tr>
<td>2</td>
<td><strong>Items that need to be discussed within a week</strong>&lt;br&gt;1. One discussion chair will reach out to the other indicating the need for level 2 emergency discussion. Both discussion chairs should be in agreement that they are scheduling formal discussion, and agreement cannot be unreasonably withheld.&lt;br&gt;2. The discussion chairs will work together to set a good time and day for the discussion; both parties should be given at least 48 hours to prepare.&lt;br&gt;3. All members of both regular discussion teams will be invited to attend, but if some cannot due to the short notice, that is acceptable.</td>
</tr>
<tr>
<td>3</td>
<td><strong>Items that need to be discussed within 24 hours</strong>&lt;br&gt;1. One discussion chair will reach out to the other indicating the need for level 3 emergency discussion. Both discussion chairs should be in agreement that they are scheduling formal discussion, and agreement cannot be unreasonably withheld.&lt;br&gt;2. The discussion chairs will work together to set a good time and day for the discussion. Both parties should have a general understanding of the topic prior to discussion.&lt;br&gt;3. Given the short notice of these discussions, a more core discussion team will likely be meeting. For instance, CEA’s President and Vice Presidents would likely be the only ones attending from the Association, and the Superintendent and Assistant Superintendents would likely be the only ones...</td>
</tr>
</tbody>
</table>
attending from the Administration (though other Superintendents or members of cabinet might also need to attend).

<table>
<thead>
<tr>
<th>4</th>
<th>Items that need to be discussed immediately--as soon as possible</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. One discussion chair will reach out to the other indicating the need for level 4 emergency discussion. Both discussion chairs should be in agreement that they are scheduling formal discussion, and agreement cannot be unreasonably withheld.</td>
</tr>
<tr>
<td></td>
<td>2. The discussion chairs will work together to set a good time and day for the discussion. Both parties should have a general understanding of the topic prior to discussion.</td>
</tr>
<tr>
<td></td>
<td>3. Given the short notice of these discussions, these discussions might be just between the Superintendent (or designee) and the CEA President. However, CEA Vice-Presidents and Assistant Superintendents may be invited to attend as well.</td>
</tr>
</tbody>
</table>

At any level of the emergency discussion protocol, the one requesting emergency discussion should provide rationale for why the item must be discussed prior to the regular monthly discussion.