WARRICK COUNTY SCHOOL CORPORATION TEACHER HANDBOOK



March 2015

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PREFACE

The purpose of this handbook is to provide teachers with information regarding their employment with the school corporation that is not covered by the contract.

Language contained in this document is not subject to grievance. The Superintendent, with School Board approval, has the authority to modify, add, or delete language, subject to meaningful discussion with the WCTA Discussion Committee.

This is not a contractual agreement, per Indiana statute. Teachers are encouraged to contact their principals concerning any questions they may have about their positions, school board policies and regulations, or employment benefits.

Brad Schneider, Superintendent Warrick County School Corporation

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SECTION 1: TEACHING DAYS, HOURS, AND CONDITIONS

DAYS

The school calendar shall be developed by the Board, after discussion with the Association, with respect to days of pupils' attendance (180) and days of teacher attendance without pupils (2). One hundred eighty-two (182) days will be contract days.

HOURS

The teacher workday shall be seven (7) hours and forty-five (45) minutes. Teachers in the elementary schools shall have a thirty (30) minute period of unassigned time either prior to the arrival of students or thirty (30) minutes after student dismissal. If the building administrator and the majority of teachers within a given building so desire, the thirty (30) minute period may be split in two (2) periods equaling thirty (30) minutes. The principal will have the prerogative of scheduling faculty meetings and faculty advisory meetings during the thirty (30) minute unassigned duty time when necessary.

PREPARATION PERIOD

Teachers will be provided a minimum of one (1) planning period per day during the student day. Teachers who teach on a block schedule will have preparation period every other day. Preparation periods shall not be subject to assignment for student supervision except in case of emergency. Teachers will utilize the preparation period for professional activities relating to the school program (e.g., subject preparation, curriculum meetings, parent conferences, etc.). The use of the preparation period shall be subject to the general supervision of the administrator. If a teacher is assigned or is asked to volunteer by an administrator to supervise students during his preparation period, the teacher shall be provided a like amount of compensatory time during duty-free time outside the building's student day.

LEAVING BUILDING

Teachers are permitted to leave the building during lunch periods. At other times during the workday, teachers may leave the building after securing permission from the principal or his designated representative.

ELECTION DISMISSAL

Teachers will be dismissed when students are dismissed on the day of general, primary or special elections.

Warrick County School Corporation Administrative Guideline Agreement Fifth's Disease AGA-2

When a medical doctor identifies in writing that due to possible exposure to Fifth's Disease, a pregnant teacher's continuing service in her currently assigned position endangers the health of her fetus; the following OPTIONS will be available:

Sick Day Utilization (Excludes use of Sick Leave Bank)

Work as a "preferential substitute."

Teachers utilizing this option will be given priority in regard to the following:

Grade Level Building Choice Subject Area Timeliness of Assignment

Upon confirmation, teacher will make contact with the "sub-finder" and establish substitute arrangements.

When possible, a long-term substitute will be placed in the vacated position until the teacher has doctor approval to return to her originally assigned position.

Warrick County School Corporation Administrative Guideline Agreement Subpoena—School-Related AGA-3

When a teacher is subpoenaed to appear in court for professional reasons related to school issues, the absence will be identified as "Jury Duty/School-Related Subpoena." A PROFESSIONAL LEAVE REQUEST FORM must be submitted prior to absence.

Warrick County School Corporation Administrative Guideline Agreement Temporary Contract Utilization AGA-4

A temporary teacher's contract shall be used for employing a teacher to serve in the absence of a teacher for any of the following reasons listed below:

When a teacher has been granted a leave of absence by the school corporation for:

engaging in military service or in service auxiliary to it; professional study or advancement; exchange teaching; extended disability to which a licensed physician has attested; or serving in the Indiana general assembly

The second year of two (2) consecutive years of "long-term" substitute service in the same building and same position, provided that the first year included at least 140 days of service.

For a "long-term" substitution of at least eighty-five (85) days, whereas benefits for that position are not currently being utilized.

The following benefits will be pro-rated to match the term of the contract issued:

Health insurance Life insurance Long-term Disability insurance Teacher Retirement Fund (TRF) allocation Leaves (sick, personal, bereavement, etc.)

Other benefits for the temporary contract are per the contractual agreement.

Warrick County School Corporation Administrative Guideline Agreement New Teacher Health Insurance Coverage AGA-5

Teachers hired prior to the start of a new school year may have the option of initiating health care coverage in September of the year hired; however, the **employee's share** of the premium must be paid by the employee.

If the teacher is hired at the second Board meeting in August, he will be given until the second Friday in September to submit a check for insurance payment; otherwise, a double deduction from his second pay in September will occur (if not enough available, additional deduction will occur in October).

If the teacher is hired prior to the second Board meeting in August, he will be responsible for submitting a check for insurance payment no later than August 31 of that year.

Please note that these employees will only receive twelve (12) months of health care benefits per contract year as all other contracted employees receive. Consequently, their health care benefits will cease one month earlier than has been past practice when the employee severs employment with the Warrick County School Corporation.

Warrick County School Corporation Administrative Guideline Agreement Surveillance Cameras/Systems AGA-6

The primary purpose for surveillance cameras is to provide building and campus security, to provide for student safety, and to prevent vandalism.

Warrick County School Corporation Administrative Guideline Agreement Early Alternative to Regularly Scheduled Pay AGA-7

Certified staff signing their initial contract or returning from unpaid leave by the first contract day of the school year will receive their first paycheck <u>one week before</u> the first regularly scheduled pay date of the new school year and will receive the second paycheck <u>on</u> the second regularly scheduled pay date.

Warrick County School Corporation Administrative Guideline Agreement

Salary Schedule Recognition for a Master's Degree, Hours beyond Bachelor's Degree and for Hours beyond a Master's Degree

AGA-10

The Warrick County School Corporation and Warrick County Teachers Association agree that the Contractual Agreement language in Article XII, Compensation and Expenses, Section C., Additional Training is interpreted as follows:

To receive salary schedule credit for a Master's Degree, hours beyond the Bachelor's Degree or hours beyond a Master's Degree, hours must be in the field of the teacher's certification or towards adding an area of endorsement or certification to the teacher's license.

Hours toward a Master's Degree in Teaching or a Master's Degree in Education will be accepted for salary schedule credit, as will hours toward a school administrative area of licensure. Hours, for example, that a mathematics licensed teacher takes in political science or art would not be accepted toward salary schedule credit.

Anyone considering taking course work for salary schedule credit and is not sure whether or not the hours will be accepted, should contact the WCSC Personnel Office.

Warrick County School Corporation Administrative Guideline Agreement

Saturday School

AGA-11

The Warrick County School Corporation and Warrick County Teachers Association have come to the following understandings:

Saturday School is a method of discipline along the spectrum available for use as consequence for unacceptable behavior.

Saturday School requires supervision by qualified staff.

Saturday School is better served when certified personnel are providing that supervision.

Saturday School is not a form of instruction.

No contractual obligation exists relating to Saturday School.

Therefore, the parties agree that the rate of hourly pay for supervision of Saturday School shall be thirty dollars (\$30.00) per hour. This rate takes effect at the beginning of the 2010-11 school year and will remain in effect until such time either party determines otherwise.

(MOU-3) ELEMENTARY PARENT/TEACHER CONFERENCES

The parties, represented by their agents whose signatures are affixed below, have reached the following understandings.

During the 1997-98 school year Elementary Parent/Teacher Conferences will be held on Thursday, November 20, 1997.

Elementary students will attend school one-half day on the mornings of Thursday, November 20 and Friday, November 21, 1997.

Teachers will work no longer than the total hours of two normal work days, fifteen hours and thirty minutes, by working an extended day on Thursday, November 20 and one-half day on Friday, November 21. Parent-Teacher Conferences will be scheduled on Thursday, November 20, from 12:00 Noon to 3:00 P.M. and 4:30 to 7:30 P.M.

Beginning with the 1998-99 school year, Elementary Parent/Teacher Conferences will be held on the first Thursday of the third six-weeks grading period.

Elementary students will attend school one-half day on the mornings of the first Thursday and Friday of the third six-weeks grading period.

Teachers will work no longer than the total hours of two normal work days, fifteen hours and thirty minutes, by working an extended day on the first Thursday of the third six-weeks grading period and one-half day on the first Friday of the third six-weeks grading period. Parent/Teacher Conferences will be scheduled on the first Thursday of the third six-weeks grading period from 12 noon to 3 P.M. and from 4:30 to 7:30 P.M.

This memorandum is in effect until such time either party determines not to continue. Notice of intent not to continue will be made during the school year prior to discontinuation and will be fully and mutually discussed.

Effective: 8-18-1997

(MOU-4) COMPENSATORY TIME FOR ELEMENTARY TEACHERS WHO WORK <u>EXTRA-CURRICULAR EVENTS</u>

This Memorandum is not part of the Master Contract and is not grievable.

The Warrick County Teachers Association and the Warrick County School Corporation mutually agree that elementary teachers who work extra-curricular events after the seven (7) hour forty-five (45) minute work day are entitled to take up to one (1) hour of compensatory time during the thirty (30) minute duty free time after school for each event worked. It is understood that the compensatory time cannot be taken in one day.

This memorandum is in effect until such time either party determines not to continue. Notice of intent not to continue will be made known and will be fully and mutually discussed during the school year prior to discontinuation.

Effective: 8-17-1998

(MOU-5) RETIREMENT PRO-RATION

The parties, represented by their agents whose signatures are affixed below, have reached the following understanding regarding mid-year retirement benefits. This Memorandum is not part of the Master Contract and is not grievable.

The retirement bridge benefits for the first partial year and the termination pay for the last year of service will be prorated. The medical health insurance benefits in the first year of retirement will be prorated, also. The calculation for each benefit shall be as shown below.

1. RETIREMENT BRIDGE – The number of days worked in the final year will be divided by the number of days in the teacher's contract to determine the percentage of the school year worked. The percentage of the school year retired will be calculated and multiplied by the annual retirement bridge benefit to determine the first partial year's retirement bridge benefit.

EXAMPLE: 73 days worked/182 day contract = 40% worked and 60% retired 60% retired x \$5000 (annual bridge benefit) = \$3000 first year's bridge benefit

2. TERMINATION PAY:

- a. YEARS OF SERVICE Number of years of service in the Warrick County School Corporation at the end of the previous school year shall be added to the fraction of the last year worked (40% worked in this example) to determine the total years of service.
- b. SICK LEAVE The number of unused sick leave days (currently 12 per year) and unused personal leave days (currently 3 per year) for the final year worked shall be added to the teacher's accumulated sick leave.
- 3. MEDICAL HEALTH INSURANCE BENEFITS The medical health insurance school year is October through September. The percentage of the medical health insurance year during which the teacher is retired will be determined by the number of months (Oct. Sept.) retired divided by 12. The resulting percent will be multiplied times the medical health insurance benefit amount stated in the contract in Article VIII to determine the retiree's first year medical health insurance benefit. After the first medical health insurance school year passes, the retiree will receive the contract's full medical health insurance benefit.

This memorandum is in effect until such time either party determines not to continue. Notice of intent not to continue will be made known and will be fully and mutually discussed during the school year prior to discontinuation.

Effective: 8-17-1998

(MOU-7) PEER OBSERVATION

The parties, represented by their agents whose signatures are affixed below, have reached the following understandings.

Some of the schools' continuous school improvement plans contain a reference to integrated hall walks, or observation of teaching from the hall as one part of the Professional Development Plan. The parties agree that:

- Participation by the observed teacher in any form of casual, non-evaluative observation is voluntary.
- Teachers, who wish to participate in this, or any type of observation of their teaching, will approve in advance of the person or persons who will observe.
- Due to the potential for conflict, no building principal or district-level administrator may serve as an observer. This is a peer-to-peer program.
- Any and all feedback, verbal or written, by the observer, is confidential and should only be shared with the individual observed. In no case may any information be shared with the building principal or any evaluator of the observed teacher.

The parties recognize that the success of a program such as this is dependent on voluntary participation, collegiality and trust. The purpose of this type of program is to provide information to help a teacher improve instruction. In no way is this any part of the corporation's teacher performance evaluation program.

This memorandum is in effect until such time either party determines not to continue. Notice of intent not to continue will be made known and will be fully and mutually discussed during the school year prior to discontinuation.

Effective: 6-5-2002

(MOU-8) GRANT(S) REVIEW

The parties, represented by their agents whose signatures are affixed below, have reached the following understandings.

It is anticipated that all corporation and school grants shall be submitted to the Association President in advance of being submitted for consideration to the grantor. If a grant is not sent, on occasion, to the Association President in advance of submission, it will be sent simultaneously to the Association President when sent to the grantor.

This memorandum is in effect until such time either party determines not to continue. Notice of intent not to continue will be made known and will be fully and mutually discussed during the school year prior to discontinuation.

Effective: 3-4-2003

(MOU-9) ASSOCIATION LEAVE

The parties, represented by their agents whose signatures are affixed below, have reached the following understandings.

The Superintendent shall continue to grant the Association President or designee(s) full or partial days of paid leave, not charged against any of the individual's(s') paid leave days, for such activities as:

- Morning with the Superintendent (PTA/PTO).
- Attending ISTA or NEA conferences and meetings.
- Lobbying legislators, whether locally or in Indianapolis.
- Representing or accompanying teachers in disciplinary or evaluation conferences with the administration.

The above list is not intended to be all-inclusive. Association leave may be granted for a wide variety of purposes.

The Association President shall make a request for leave in advance, if at all possible.

Except in an emergency, the practice of individuals on Association leave, being responsible for calling the substitute finder, will continue.

This memorandum is in effect until such time either party determines not to continue. Notice of intent not to continue will be made known and will be fully and mutually discussed during the school year prior to discontinuation.

Effective: 3-4-2003

(MOU-10) SUMMER SCHOOL DRIVER'S EDUCATION

The parties, represented by their agents whose signatures are affixed below, have reached the following understandings.

Effective beginning with the summer 2007 classes, the parties agree that the rate of hourly pay for a driver's education teacher shall be thirty (\$30.00) dollars per hour.

This memorandum is in effect until such time either party determines not to continue. Notice of intent not to continue will be made known and will be fully and mutually discussed during the school year prior to discontinuation.

Effective: 4-30-2007

Section 2: Communication Between Administrators and Teachers

ELEMENTARY ART AND MUSIC

The parties to this Contract recognize that elementary art and music are areas that require teachers who are specially qualified with majors or minors in these areas. All elementary classes shall have special classes in art and music. The time allotted to the above classes shall be no less than one (1) normal class period per week.

TEACHER FILES

Each teacher shall have the right, upon request and during regular business hours, to review the contents of his personnel file maintained at the Office of the Superintendent or at a school site if one is maintained, except for the documents and confidential evaluations, which were prerequisites for employment. The teacher will be provided a copy of each item as it is placed in the file(s). The teacher shall have the right to submit a written rebuttal, which shall be attached to the document to which it responds. At the request of the teacher, he will be provided with one (1) additional reproduction of the contents of the teacher's own file, at the Board's expense. Such duplication will not include such confidential documents as heretofore described.

REPRESENTATION

Individual teachers will be given prior notification by their principal of their right to Association representation in any disciplinary conference that specifically results in:

- a written notice of dismissal, suspension with pay or suspension without pay, or
- 2. a written reprimand to be included in the teacher's permanent personnel file at the office of the Superintendent.

FACULTY ADVISORY COMMITTEE

A Faculty Advisory Committee shall be established in each school. This committee's purpose shall be to discuss with the principal any topics relating to the education or welfare of pupils or to the administration of the school's program in order that all may benefit from the experience and viewpoint of the classroom teacher.

In all schools, the number of members on the committee shall be determined by the faculty. However, no committee shall consist of less than three (3) members.

The faculty shall elect a three-member nominating committee for the purpose of nominating prospective members for the Faculty Advisory Committee. Prior to the election, the exclusive representative will distribute to the building representative a list of all members of the exclusive representative. The nominating committee shall have a slate containing the number of positions available plus three (3) if possible.

The nominating committee shall report at a meeting called jointly by the principal and the building representative. At that meeting, additional nominations shall be allowed from the floor. Voting shall be by secret ballot during the next school day. Ballots shall be returned to and tabulated by the nominating committee.

The elementary school committee shall have at least one (1) member from each of the primary, intermediate, and upper teaching areas. The ballot shall be constructed as to achieve the above representation. Specialized personnel shall, for the purposes of this instrument, be classified as upper elementary teachers.

There shall be no more than two (2) members from one (1) high school department as members of the committee.

There shall be at least one (1) member per grade level and at least one (1) member from Encore classes at the middle school level.

All teacher faculty members within the school are eligible to vote for and hold membership on the committee. Due to this being an elected position, membership percentages that normally apply for appointed committees do not apply to the Faculty Advisory Committee. The Faculty Advisory Committee membership is not required to be in proportion to the number of Association members/total faculty.

The committee shall have been elected by the third full week of the school year and will organize by the fifth full week of the school year. At the first meeting, a chairman, vice-chairman, and a secretary shall be elected. The chairman and secretary shall be on the list previously distributed by the exclusive representative to the building representative.

The teacher members shall meet prior to the chairperson/principal meeting to determine the appropriateness of the concerns submitted to the committee.

Any concerns deemed inappropriate shall be addressed by the chairperson with the individual teacher.

All concerns deemed appropriate by the teacher members shall be placed on the Faculty Advisory Agenda.

The chairperson and principal will meet to set the final agenda by combining the items from both the chairperson and principal.

All items submitted will be placed on the agenda.

Any item deemed inappropriate by either party during the Faculty Advisory meeting will be reviewed by the Superintendent and the WCTA President and the WCTA Bargaining Discussion Chairperson.

An accurate summary of the meetings shall be kept by the secretary, and a report shall be given to the faculty within three (3) days. A copy shall be sent to the Superintendent, WCTA President and the WCTA Bargaining Discussion Chairperson.

The committee shall meet at least one (1) time per month during the school year.

Warrick County School Corporation Administrative Guideline Agreement Policy and Administrative Regulation Application AGA-8

The following is the means for teachers and the Association to question the application of existing Board policy or administrative regulation.

Something occurs that causes a teacher or the Association to be concerned with the specific application of a Board policy or an administrative regulation.

The teacher with or without Association representation attempts to resolve his concern by consultation with the respective principal or assistant principal.

If the concern remains unresolved, the concern is brought to Discussion by the Association or directly to the Superintendent.

If resolution in Discussion is not appropriate or is not successful or if resolution is sought directly with the Superintendent, the Superintendent or Superintendent's designee resolves the concern including a conference with the affected teacher and/or the Association.

INFORMATION DISTRIBUTION PROCESS

July 28, 2005

Committee: Cathy Heck, Ric Hurt, Doug Gresham, Brad Schneider, Jane Wilhelmus

The following process pertains to the distribution of information concerning ISTEP+ results, Adequate Yearly Progress, and PL221 Categories (and any sanctions that result from the aforementioned).

- 1. Information will be sent to Principal (ASAP-usually within a week)
- 2. Principals share the ISTEP+ results and predict/review AYP information with their faculty.
- 3. The Principal and School Improvement team and/or PL221 committee will meet to compile a summary of the areas of concern (if any). This summary will be sent to the Director of Curriculum (at a time TBA in order for the information to be included at the next Discussion meeting).
- 4. The Director of Curriculum will send the report to the president of the Warrick County Teacher's Association, and share the report with the Discussion committee.

The following process is in place should any school face the third level of sanctions or beyond.

- 1. A tentative meeting date should be set before final AYP determinations are released (the faculty should review possible sanctions and be ready to review the information at this meeting).
- 2. Within a week of the release of the final AYP designations, the faculty meeting will be held to review information, discuss sanctions, and gather input.
- 3. Central Office personnel will decide upon the sanction(s) to be imposed, share the information with the faculty of the school, and submit a recommendation to the Board of School Trustees.





Brad Schneider, Superintendent Ken Bargo, Director of Personnel Jane Wilhelmus, Director of Curriculum and Instruction Mike Maday, Director of Student and Support Services Todd Armstrong, Business Manager

SUPERINTENDENT'S OFFICE

P.O. Box 809/Boonville, Indiana 476011812-897-0400

July 28, 2005

Mr. Doug Gresham Spokesman, Warrick County Teachers Association Castle High School 3344 Highway 261 Newburgh, IN 47630

Dear Mr. Gresham:

This letter is to confirm my intent to continue the past practice of sharing "discovery" information with the leadership of the Warrick County Teachers Association in matters of teacher discipline or dismissal. Under my administration we have always worked with the association on a professional level and look forward to continuing that relationship. It is my belief that when our groups work together, our students benefit.

Professionally,

Brad Schneider

Superintendent, Warrick County School Corporation

Section 3: Certified Staff Evaluation

The evaluation process is used to provide for improvement of instruction and promote an educational environment that is based around professional growth.

The W.A.R.E. Rubric will be located and maintained on the Warrick County School Corporation webpage.

The following information is from the Indiana Code pertaining to staff performance evaluations. The plan includes:

- 1. All certified staff will be evaluated annually.
- 2. Objective measures of student achievement and growth will significantly inform the evaluation. These objective measures will include; student assessment results from statewide tests and locally developed assessments for certified employees whose responsibilities may or may not include instruction in subject areas measured by a statewide assessment(s).
- 3. The evaluation will use rigorous measures of effectiveness, including observations and other performance indicators.
- 4. Each certified staff member will annually be rated in one of the four following categories: Highly Effective, Effective, Improvement Necessary, or Ineffective.
- 5. All certified staff will receive a written explanation of the evaluator's recommendation. Any certified staff member rated as Improvement Necessary or Ineffective will be given a remediation plan of not more than 90 school days in length to correct the deficiencies that have been noted.
- 6. A certified staff member may request a meeting with the administrator at any point in the observation/evaluation process.
- 7. A certified staff member who negatively affects student achievement and growth will be rated as Ineffective. The data used to determine student achievement and growth will be comprised of multiple measures.
- 8. The evaluation will be discussed with the certified staff member. A copy of the completed evaluation will be provided to the certified staff member within seven days of finalization of the evaluation. An observation will be provided to certified staff member within 10 days.
- 9. All administrators will be trained on certified staff evaluations so any administrator will be qualified to observe certified staff.
- 10. A certified staff member who receives a rating of Ineffective may file a request for a private conference with the superintendent or the superintendent's designee not later than five (5) days after receiving notice that the certified employee is rated as Ineffective.

- 11. A student may not be instructed for two (2) consecutive years by two (2) consecutive teachers each of whom was rated as ineffective in the school year immediately before the school year in which the student is placed in the class. If it is impossible for the corporation to comply with this portion of the law, the WCSC will notify parents of the applicable students via letter before the start of the second consecutive school year.
- 12. The school corporation will report disaggregated results of staff performance evaluations by identification numbers to the Indiana Department of Education at the requested due date.
- 13. If a certified staff member in a specialized area needs an improvement plan, this plan will be developed by the building administrator(s) in conjunction with the administrator(s) in charge of this specialized area.

Section 4: Staffing

TEACHER VACANCIES AND TRANSFERS

Whenever a position within the teaching staff of the Warrick County School Corporation is to be filled, the following guidelines will be followed before the position is filled (excepting the filling of temporary positions due to leaves of absence). Any vacancy occurring during the school year shall be considered a temporary position.

The Superintendent's Office will notify the building principals of the teaching positions to be filled. They will post within their respective building, the position and any requirements associated with the opening.

Any teacher qualified for the position may send a written application/electronic application (Recruit and Hire) to the Superintendent's Office. These applications will then be processed by the person reviewing applications for that position.

Postings shall be in all buildings and on the Warrick County School Corporation website. Positions may be filled after ten (10) calendar days following notification from the Superintendent's Office. Between July 1 and the last regular Board meeting in July, positions may be filled after a three (3) calendar day posting of the position. From the last regular Board meeting in July until the first work day for teachers, the President of the Association will be notified of any vacancies, but the vacancies need not be posted and may be filled immediately. Between the first work-day for teachers through June 30, permanent positions shall be posted for ten (10) calendar days. Temporary positions and long-term substitutions may be filled without posting.

Applicants shall be notified by the administration that the position is filled within ten (10) calendar days of the date of filling same. Said notifications shall be in the form of a letter sent to the applicant's home address.

During the period beginning with first day of summer recess, and continuing through the date of the first day of assigned duties for teachers in the upcoming school year, teachers who may be interested in possibly applying for a transfer shall be encouraged to go to Recruit and Hire (WCSC electronic applicant portal) and sign up for "Job Alerts." In doing so, teachers will be notified of all teaching vacancies occurring during this time period. In the case of shortened posting periods, (after the first Board meeting in July) a copy of the posting will be sent to the Association president.

Teacher transfer information can be found in School Board Policy 2500-Teacher Transfer.

HOMEBOUND INSTRUCTION STAFFING

The information below details the procedures to be followed for selecting homebound instruction teachers. All teachers employed by the Warrick County School Corporation are eligible for consideration. In some instances certified teachers who are working as special education program assistants may be eligible for consideration.

The following procedures will be followed when the services of a homebound instruction teacher are needed:

In our Elementary Schools, teachers will be asked in the following order:

1) THE HOMEROOM TEACHER (In unique situations, due to a student's needs, the Special Education/504 Case Conference Committee will determine a student's homebound teacher.)

2) ANOTHER TEACHER WITHIN THAT BUILDING

If more than one teacher expresses interest, the principal will select the teacher. Note: A special needs student may be assigned to any of the certified personnel who work with the student (teacher or certified teacher employed in an aide position).

3) TEACHER AT ANOTHER BUILDING

Interested teachers will sign up annually with the Warrick County School Corporation through their building principal. If no one in their building is interested in accepting the homebound assignment, the principal will contact other buildings for names of teachers on their homebound instructor list. If more than one teacher expresses interest, the principal will select the teacher.

4) OTHER CERTIFIED PERSONNEL

A substitute teacher or certified aide who will be selected by the principal and the Director of Curriculum and Instruction.

In our Middle School/Senior High Schools, teachers will be asked in the following order:

1) THE HOMEROOM TEACHER OR ANY ONE OF THEIR SUBJECT AREA TEACHERS TEACHER (In unique situations, due to a student's needs, the Special Education/504 Case Conference Committee will determine a student's homebound teacher.)

If more than one teacher expresses interest, the principal will select the teacher.

2) ANOTHER TEACHER WITHIN THAT BUILDING

If more than one teacher expresses interest, the principal will select the teacher. Note: A special needs student may be assigned to any of the certified personnel who work with the student (teacher or certified teacher hired in an aide position).

3) TEACHER AT ANOTHER BUILDING

Interested teachers will sign up annually with the Warrick County School Corporation through their building principal. If no one in their building is interested in accepting the homebound assignment, the principal will contact other buildings for names of teachers on their homebound instructor list. If more than one teacher expresses interest, the principal will select the teacher.

4) OTHER CERTIFIED PERSONNEL

A substitute teacher or certified aide who will be selected by the principal and the Director of Curriculum and Instruction.

Contract teachers who are assigned homebound instruction shall be paid at an hourly rate figured on a six (6) hour day based upon total contract days

REDUCTION IN FORCE

A. DETERMINATION

The Superintendent will discuss with the Association any proposed phase of a Reduction in Force (RIF) of teachers prior to making a recommendation to the Board of School Trustees. It is suggested that this discussion occur on or before the first day of the second semester, whether the effect of the RIF be on an individual or a departmental program. When, in the judgment of the Board, it is necessary to reduce the number of teachers, the reasons may include, but not be limited to, the following:

- 1. Teaching positions or program modified or abolished;
- 2. Decrease in the number of students;
- 3. Reorganization within the school corporation;
- 4. Financial limitations or budgetary reasons; or
- 5. Discontinuance of a service.

B. PROCEDURE

- 1. Statutory procedure and notice requirements for cancellation or non-renewal of probationary, professional, and established contracts of teachers, whichever is applicable, will be utilized for release here under.
- 2. This Procedure is not intended to give any additional rights to any teacher whose contract would not have been renewed, or whose contract would have been cancelled regardless of the fact that a reduction was desirable.
- 3. After being notified by the Board of a desire to reduce staff, the Superintendent will determine the positions, subject areas, grade levels, and/or assignments subject to this reduction. Upon determining the individual teachers to be released according to the method set forth in Method for Selection, and prior

to making his decision, the Superintendent will notify and discuss the selections with the Association.

C. <u>METHOD FOR SELECTION</u>

- 1. Evidence of teacher certification as the last day of March will be recognized for purposes of this method.
- 2. Selection of teachers will be made according to the following criteria. Years of experience shall be defined as the total years of teaching experience in Warrick County, including temporary contracts. The items listed in order of priority:
 - a. Attrition from resignations or retirements will be considered.
 - b. In the event of the release of teachers, the release shall be based on certification, performance category, and years of experience.
- 3. A list of all teachers will be compiled. Such a list will include:
 - a. All Areas of Teacher Certification
 - b. An average of the last three evaluation Performance Category Ranges. If less than three years teaching experience, the average of teachers Evaluation Performance Category Ranges will be used.

Performance Category Ranges Defined:

Highly Effective	
	3.50 - 4.0
Effective	
High	3.00 - 3.49
Low	2.50 - 2.99
Needs Improvement	
High	2.11 - 2.49
Low	1.75 - 2.10
Ineffective	
High	1.36 - 1.74
Low	1.00 - 1.35

- c. Date of Hire
- d. Total years in the Warrick County School Corporation as recognized by Indiana State Teacher's Retirement Fund.
- e. Degrees held in education.

4. No teacher, because of a Reduction in Force, will be permitted to teach in an area in which he or she is not certified. In the situation that a teacher is certified in more than one area, the teacher shall be moved to the area of certification and the criteria mentioned above shall be followed.

When two (2) or more teachers have the same performance category ranges, the date of hire in Warrick County School Corporation shall be used.

When two (2) or more teachers have the same performance category ranges and were hired by the Board on the same date the following criteria shall be used:

- a. One point for each documented Extra Curricular Activity per year in the Warrick County School Corporation.
- b. One point for each year of teaching experience in another public school corporation.
- c. The person with the most points shall have priority.
- d. In the event of a tie resulting from all the above criteria, the Superintendent of the Warrick County School Corporation will determine who will be released and who will be retained.
- 5. Prior to any final recommendation, the reduction shall be discussed with the teacher, and he or she will be provided with a written notice no later than May 1 or sooner if possible.
- 6. A teacher on a leave of absence shall be eligible for release as a result of a reduction in the number of teachers, and likewise, shall be eligible for recall pursuant to the provisions of Section D.

D. RECALL

1. A Recall list will be established for teachers due to a Reduction In Force. A teacher will remain on the Recall list for two (2) years after the teacher's release. Within ten (10) days thereafter a teacher may then re-apply for an additional two (2) years on the Recall list.

Teachers with the proper certification, highest evaluation performance category, and most years of service will be recalled first. If a teacher becomes certified in another area after a Reduction In Force and qualifies for an existing vacancy for which a teacher with a higher ranking on the recall list does not qualify, he or she will be recalled to that position.

This Procedure shall not be interpreted to require the School Corporation to fill any position or prevent the School Corporation from reassigning responsibilities.

- 2. When a vacancy occurs, the appropriate teacher as determined above will be notified by certified mail at the last known address. Failure to accept the offer within ten (10) calendar days of receipt, or five (5) calendar days of receipt after July 31, shall result in the teacher's name being removed from the Recall List. A teacher under contract with another school corporation may serve under that contract for the remainder of the current school year without losing recall privileges established by this Procedure. However, the teacher must respond appropriately, in writing, to the recall notification. It shall be the duty and responsibility of each teacher on the Recall List to inform the Superintendent, in writing of any changes of address.
- 3. Teachers on the Recall List may apply as a substitute teacher on a short term basis, or, for a longer period of time, as in the case of a temporary vacancy, but this shall not terminate, extend, or in any other manner affect the length of the recall period as it applies to said teacher.
- 4. Teachers released under this Procedure are considered terminated employees, and therefore, have no contract rights, are dismissed without pay, and will not be entitled to years of experience or benefits of any kind.
- 5. A former member of the bargaining unit on the Recall List will have the right to continue, at his option, in the group plans for medical and life insurance at his expense, subject to any restrictions imposed by the carrier or by statute.

SUMMER SCHOOL STAFFING

The current teacher rosters for summer school programs contain lists of names compiled from previous years' sign-ups. It has been the practice to allow additional staff members to sign up for the rosters each year. **Note:** Aides will not be able to sign-up.

Teachers are encouraged to sign up to teach summer school even though we may not know which classes will be offered. Teachers will be selected based on the year they sign up and years of experience.

- 1. Teachers that signed up for summer school, and who have never taught, will be contacted in seniority order of years of experience (see current teacher list). Teachers who taught last year, or turned down an assignment for the second time have been removed from the list.
- 2. Teachers signing up in current school year will be placed at the bottom of the list on the basis of seniority years of experience. Teachers who taught in the previous school year must sign up again in the current school year if they want their name back on the list.
- 3. Teachers who sign up in current school year and do not get a teaching assignment will remain on the list until they teach or refuse an assignment twice.
- 4. Teachers may turn down an assignment one time and still remain in their position on the list until the next summer they are eligible to teach.

NOTE:

- 1. Teachers must maintain a rating of Effective or Highly Effective in order to qualify for teaching summer school.
- 2. Teachers who qualify to teach in more than one area will be removed from ALL lists when they teach in any of the areas.
- 3. Teachers will be removed from ALL lists after their second refusal regardless of subject area or level.

SATURDAY SCHOOL STAFFING

Saturday School supervisor positions will be offered to WCSC teachers. Positions will be advertised and will be filled as directed in the practice for filling summer school positions. Pay will be at the rate of \$30.00 per hour. If no students are assigned to the Saturday School site, the assigned teacher will be notified by the end of school Wednesday and the Saturday School session on that day will be canceled. When a teacher reports to a Saturday School site and no students attend, the teacher shall receive a stipend amounting to two hours pay.

PROFESSIONAL DEVELOPMENT

For any professional development offered by the school corporation on a non-workday or outside the contract workday, attendance shall be voluntary. The daily stipend <u>for participants</u> shall be the current certified substitute rate, but no less than \$70 per day. When practical and appropriate, professional development shall be offered <u>both</u> during the contract day <u>and</u> outside the contract day. Teachers shall be notified if a non-workday option is available. The Superintendent and Association President will determine the compensation rate for "teacher-instructors." Beginning with 2008-09 school year, the initial new teacher orientation meeting is considered professional development.

Warrick County School Corporation Administrative Guideline Agreement Selection Process Outside Regular Contract Hours AGA-1

The following outlines the agreement between the Warrick County Teachers Association and the Warrick County School Corporation in regard to the selection process for teachers being contracted to work outside regular contract hours. This is for student instruction funded by grants excluding homebound, summer school, and Saturday school.

Hierarchy of Criteria:

Highly Qualified Teacher (as defined by NCLB) teaching within building funded by grant.

Other Highly Qualified Teacher working in another capacity (excluding substitutes) within the building funded by grant.

Highly Qualified Teacher teaching in another building within the School Corporation.

Highly Qualified Teacher working in another capacity (excluding substitutes) within the School Corporation.

Highly Qualified Teacher working in the capacity of a substitute within the School Corporation.

Selection Committee Members:

School Corporation Personnel Director
WCTA President
Principal of building (funded by grant)
WCTA appointee from building (funded by grant)

After notice of those interested in available positions is received, this committee will meet to select individuals using the above hierarchy. If candidates are equal, based upon the required criteria, the committee will utilize a rating system to select the individual they deem most appropriate for the position.

Warrick County School Corporation Administrative Guideline Agreement Filling of Extracurricular Vacancies AGA-9

When an extracurricular vacancy occurs, the following procedures shall be followed in filling said vacancy:

The principal and/or his designee shall consider qualified members of the school's certified staff to fill said vacancy.

Should the vacancy not be filled by a member of the school's certified staff, the principal or his designee shall solicit other certified staff from the master extracurricular survey list or a qualified lay person.

Should the principal or his designee be unsuccessful in filling the vacancy in steps one and two, the vacancy shall be posted by the school corporation's personnel office and distributed throughout the school corporation.

Certified staff must submit a completed extracurricular-interest survey by May 15th of each school year to be placed on the personnel office's composite of potential extracurricular candidates. The personnel office will prepare a composite list of certified staff expressing an interest in extracurricular positions after May 15th of each school year. Preference will be given to qualified corporation certified staff in filling the vacancy.

(MOU-1) ECA TERMINATION DATE

The parties, represented by their agents whose signatures are affixed below, have reached the following understandings.

The parties will continue the practice of recognizing May 1st as the date by which teachers who hold positions listed in Appendix B Extra Duties must be notified if the corporation does not require the teacher's service for the following school year.

The parties further agree that the only exceptions to the May 1st notification deadline include any sport with a schedule extending after May 1st as listed below.

Baseball Coaches Girls Softball Coaches Girls Tennis Coaches Boys Golf Coach Boys and Girls Track Coaches

These positions shall have a notification deadline of July 1st, if the teacher's service in the position is not desired for the following school year.

Effective: 4-17-1995

(MOU-2) ALTERNATIVE SCHOOL STAFFING

The parties, represented by their agents whose signatures are affixed below, have reached the following understandings.

Because of the unique opportunity for Warrick County School Corporation (WCSC) students and teachers, the parties agree to waive the voluntary transfer procedure in Board Policy GCI – Teacher Transfer, and administrative regulations GCI-R Teacher Transfer, for the purpose of the initial staffing of the alternative school only.

The parties agree that members of the bargaining unit will be interviewed and given first consideration for positions in the Alternative School for the 1995-96 school year. Members of the bargaining unit, who apply and are not chosen in the initial staffing, will be given first consideration if additional positions are added during the 1995-96 school year. If an internal candidate is not chosen, written reasons will be provided within five (5) working days following selection of the candidate.

This memorandum is effective from the date of the signatures below through May 31, 1996.

Effective: 6-5-1995

(MOU-6) JOB SHARE)

Effective for the term of the CONTRACTUAL AGREEMENT between the WARRICK COUNTY BOARD OF SCHOOL TRUSTEES and the WARRICK COUNTY TEACHERS ASSOCIATION, executed by the parties date the 9th day of March, 2000, the parties understand the following between themselves. These provisions shall not be interpreted as amending, adding to, deleting or, interpreting the provision of that contract.

A. JOB SHARE

This is a pilot program until the parties have significant experience to evaluate the effectiveness of the job sharing program.

- A. A job sharing team composed of two (2) certified employees who agree to work together to share one (1) position shall mutually submit a detailed proposal setting forth their plan to the building principal by March 1 and to the Superintendent or Superintendent's designee by April 1 prior to the school year the shard contract becomes effective.
- B. This plan will cover such issues as hours worked, specific teaching duties of each employee, preparation time, faculty meeting attendance, conferences, inservice, substitute teacher coverage and non-classroom duties. Each employee of the job sharing team will have full responsibility for the development and implementation of such a plan.
- C. Employees of the job sharing team will be entitles to all the right of full-time employees. The salary and fringe benefits for each employee, as set forth in the contract, will be prorated according to the percentage of time worked. In addition, each employee of a job sharing team shall receive sick and personal days according to the percentage of time worked rounded off to the nearest half-day. Employees will be given credit for one (1) full year on the salary schedule for seniority and retirement purposes.
- D. The job sharing team submitting a proposal will be notified concerning the principal's and Superintendent's acceptance or rejection of such proposal on, or before, May 15th, by the building principal. This determination should not be arbitrary but based on explicit rationale. Upon request, unsuccessful applicants will be notified, in writing, of the reason(s) for the rejection of their proposal.
- E. If one (1) employee of the job sharing team chooses to return to full-time teaching, the job share position shall revert to a single employee position. The employee of the job sharing team with the most seniority will have first choice in electing to retain, as a full-time position, the job-shared position or to return to another position currently vacant subject to the adopted teacher transfer policy.

- F. An employee, whose current assignment is not available, due to a reduction in positions, shall be placed in another teaching assignment in accordance with the employee's certification and seniority. If a position is available for the member with least seniority the provisions of the contract shall apply. March 1 will be the deadline each year for employees sharing a position to request to return to a full-time teaching position.
- G. A job sharing assignment shall be for a period of one (1) school year. The job sharing assignment may be renewed on an annual basis with the team submitting a new request and revised job sharing proposal by March 1.

This memorandum is in effect until such time either party determines not to continue. Notice of intent not to continue will be made known and will be fully and mutually discussed during the school year prior to discontinuation.

Effective: 3-9-2000

JOINT INSURANCE GROUP

The Superintendent and the Association President each appoint representatives.

The Group is charged to:

- 1. Study the school corporation's health insurance including: financing, benefit structure, service delivery structure, and provider(s); and
- 2. Identify long term, intermediate, and short-term options to enhance the quality of care and optimize cost containment efforts.

JOINT SPECIAL EDUCATION DESIGNATORS

The Associate President and Superintendent each appoint representatives.

The Joint Designees shall:

- 1. Organize joint training utilizing the special education Co-op for system wide in-service starting in the 2000-2001 school year;
- 2. Channel Co-op assistance to the buildings and individual special education and or general ed teachers on an individual basis;
- 3. Develop and distribute a reference hand out to the general ed teachers on what they can expect in Warrick on the procedures for (a) records access and (b) case conference attendance and scheduling; and
- 4. Collaboratively facilitate special ed general ed LRE problem solving.

The Joint Designees shall report their activities to their respective bargaining teams by May 1, 2000.

(MOU-11) MIDDLE SCHOOL TRANSFER

In order to fairly and equitably staff middle schools, Warrick County School Corporation and Warrick County Teachers Association agree to abide by the following procedure:

Between the dates of May 6, 2008 and May 9, 2008, teacher currently teaching at Castle Junior High and current sixth grade teachers at Chandler, John H. Castle, Loge, Newburgh, Oakdale, Sharon, Tennyson, and Yankeetown Elementary Schools will be asked to complete a Middle School Transfer Application to determine where and two what position(s) they will be willing to transfer. WCSC Personnel Office will contact teachers on leave affected by this change to determine their interests. Middle School Transfer Applications will be returned to the principal in each building by 3:00 p.m. on Friday, May 9, 2008.

Warrick County School Corporation Teacher Transfer Policy-2500 and Regulations 2500-R as modified (attached), including Section VII Criteria for Determination of Points to be used for Voluntary and/or Involuntary Transfer will be used for this round of transfer and for the 2011 transfer staffing of Tecumseh Middle/Senior High School.

On Monday, May 12, 2008, surveys will be sorted and placement of teachers who have requested transfers will begin. All teachers who have requested a voluntary transfer will be notified of their school and teaching assignments beginning August, 2009, by 3:00 p.m. on Tuesday, May 20, 2008.

Effective: 4-21-2008