

Carmel Clay Schools Teacher Handbook

In 2011, the Indiana General Assembly passed legislation which limited the scope of collective bargaining to salary, wages and salary and wage related fringe benefits. There is some disagreement between the various State agencies and the employee associations regarding what constitutes salary and wage related benefits. This Handbook is based on the current collective guidance from the Department of Education, the Indiana Education Employment Relations Board, and the State Board of Account, and contains matters of importance to teachers that are no longer bargainable. In addition to the information in this Handbook, other matters of interest can be found in School Board policies located at www1.ccs.k12.in.us/district/home. In particular, policies under Sections 3000, Professional Staff, and 5000, Students, will be of interest to teachers.

For ease of reference, following the Teacher Handbook are the salary, wage and salary and wage related fringe benefits that currently continue in effect in the absence of a new collectively bargained agreement.

The District and the CCEA do not agree about the scope of bargaining under the new Indiana teacher bargaining statute. The items marked with an asterisk denote articles that contain items the District believes are no longer bargainable but which the CCEA appears to believe are bargainable. Nevertheless, we want teachers to know that irrespective of whether they are bargainable or not, these items will remain in effect unless changed in accordance with law.

If you have any questions regarding any information in the Handbook, please contact Ryan Newman, Director of Human Resources, at rnewman@ccs.k12.in.us or 571-4005 x 81026.

***Article I**
Length of School Year and School Day

A. Length of School Year

1. The school year for teachers will consist of one hundred eighty-five (185) teacher contract days.

B. Length of School Day

1. The high school teaching day will begin with teachers at their assigned location ten (10) minutes prior to the scheduled start of classroom instruction. The teacher's day will terminate twenty (20) minutes after students are dismissed at the end of the scheduled day. The length of the teacher work day will not exceed seven (7) hours and forty-five (45) minutes. This same schedule shall apply for teachers of alternative programs connected to Carmel High School.
2. The middle school teaching day will begin with teachers at their assigned location five (5) minutes prior to the scheduled start of the student's day. The teacher's day will terminate twenty (20) minutes after students are dismissed at the end of the scheduled student day. The length of the teacher work day will not exceed seven (7) hours and forty-five (45) minutes. In the event that a teacher, by mutual agreement with the Administration, supervises before the teacher's day is scheduled to begin, the teacher will be released an equal amount of time after the regularly scheduled student day ends.
3. The elementary school teaching day will begin with teachers at their assigned location no later than twenty-five minutes (25) prior to when students are scheduled to enter the building. The teacher's day will terminate no sooner than thirty-five (35) minutes after students are dismissed at the end of the day. The number of required meetings scheduled by the principal exceeding the contract work day will be limited to two per month. The length of the teacher work day will not exceed seven (7) hours and thirty (30) minutes.
4. For Early Childhood (E.C.) teachers, the E.C. teaching day will begin with teachers at their assigned location no later than twenty-five (25) minutes prior to when the E.C. students are scheduled to enter the building. The teacher's day will terminate no sooner than thirty-five (35) minutes after the E.C. students are dismissed.
5. It is understood that a teacher has certain professional responsibilities (e.g. teacher or Administrator scheduled meetings, activities or events) that cannot fit within the teacher day. In an effort to be sensitive to the teacher's personal needs and to promote efficient utilization of teachers' time, Administrators will limit such professional responsibilities to a reasonable level and make a concentrated effort to accommodate the individual teacher's scheduling preferences.

- C. If, during the term of this Contract, any school or schools are closed on a teacher contract day, and a teacher is released from duty by order of the Administration or by order of the health authorities, or if through no fault of the teachers school cannot be held, then the teacher shall be entitled to receive his/her basic compensation and benefits during such time the school or schools are closed. If such days are made up, teachers will not be penalized for missing such make-up days if (1) the teacher provides proof of a conflict which existed prior to the announcement of the make-up day(s) and the teacher pays for the substitute teacher, or (2) if the teacher uses, for bona fide reasons, a leave day. If a teacher's allocation of personal business days for the school year has been used up, the teacher may request that the provisions of this section be applied to absences due to orders of health, civil, or military authorities even if the Carmel Clay Schools are not closed.

***Article II** **Teaching Assignments**

A. Secondary School Assignments

1. Assignment of Teachers at Carmel High School

- a. Each teacher will teach no more than five (5) ninety (90) minute class periods in the course of the two-day rotation schedule, and will also be guaranteed two uninterrupted ninety-minute duty-free preparation periods during the same two-day rotation schedules.
- b. Each teacher will have at least one (1) of these ninety-minute duty-free preparation periods per day.
- c. The Administration may assign a teacher to have both preparation periods on the same day if unusual circumstances created only by the student-schedule process warrant a teacher having both preparation periods scheduled on the same day.
- d. Teachers who teach more than three (3) different courses or more than two (2) different laboratory courses in the same semester may apply to the building principal for a third preparation period in place of an SRT supervision assignment.
- e. When the Administration deems it necessary to assign a sixth teaching period in lieu of assigning a supervision period to one or more teachers, the following conditions shall apply:
 - (1) A teacher with no more than three (3) class preparations who is assigned a sixth teaching period will be compensated for the sixth teaching assignment, if payment is included in the negotiated agreement. Any payment amount will be prorated for the fraction of the school year that the teacher teaches the sixth teaching assignment.

- (2) A teacher with more than three (3) class preparations who is assigned a sixth teaching period may be compensated for the sixth teaching assignment, if payment is included in the negotiated agreement. Any payment amount shall be prorated for the fraction of the school year that the teacher teaches the sixth teaching assignment.
- (3) The assignment of a sixth teaching period to a teacher will:
 - (a) first be offered to the most senior teacher currently teaching the same type of class to be taught;
 - (b) then, in order of seniority, to the other teachers, if any, currently teaching the same type of class;
 - (c) then to the most senior teacher with the appropriate license in the department where the class is to be taught;
 - (d) then, in order of seniority, to the other teachers in that department;
 - (e) then to the most senior teacher licensed to teach the course with the additional class; and
 - (f) finally, in order of seniority, to other teachers licensed to teach the class.
- (4) If none of the teachers offered the assignment per the order above volunteer to teach the class, then the Administration may involuntarily assign a teacher to teach the course except that, if reasonably possible, no teacher shall be involuntarily assigned to teach a sixth class two years in a row. The involuntary assignment sequence will be carried out in reverse order of the sequence set forth above for voluntary assignment.

B. Middle School Assignments

1. In a seven (7) period day, all middle school teachers will have one (1) period for preparation and planning.

C. Elementary School Assignments

1. All elementary teachers will have a minimum of two hundred (200) minutes per week of time for preparation and planning during the student day.
2. Weekly preparation time will be reduced pro-rata during weeks with fewer than five (5) full student days.
3. Preparation time should not be counted as part of the two hundred (200) minutes per week unless it is in blocks of at least twenty-five (25) continuous minutes.

D. Duty Free Lunch

1. All teachers will have a duty-free lunch period of at least thirty (30) continuous minutes each school day.

2. Teachers may leave the building without seeking permission during their designated lunch period by signing out prior to departure and signing in upon return.
3. Such forms will be provided in the office of each school.

***Article III**

Alternative Contracts

A. Part-time and Reduced Contracts

1. Teachers may be employed on a part-time/reduced contract pursuant to the following conditions:
 - a. Teachers will not be required to attend those before or after-school meetings and in-service programs which are not contiguous with the time of their employment.
 - b. They will be expected to obtain information disseminated at the meetings and/or in-service programs they do not attend.
 - c. A teacher shall be entitled to all rights of full-time teachers, except that all pay, including fringe benefits, and all paid leave days shall be prorated in accordance with the following:
 - (1) At the secondary level:
 - (a) A teacher who is assigned one (1) class and has no supervision or preparation period shall be paid 20.0% of his or her full-time salary.
 - (b) A teacher who is assigned one (1) class and one(1) supervision with no preparation period shall be paid 30.0% of his or her full-time salary.
 - (c) A teacher who is assigned two (2) classes and has no supervision or preparation period shall be paid 40.0% of his or her full-time salary.
 - (d) A teacher who is assigned two (2) classes and has one (1) supervision and one (1) preparation period shall be paid 50.0% of his or her full-time salary
 - (e) A teacher who is assigned three (3) consecutive classes and has no supervision or preparation period shall be paid 50.0% of his or her full-time salary.
 - (f) A teacher who is assigned (3) classes and has one (1) preparation period or one supervision period shall be paid 55.0% of his or her full-time salary.

- (g) A teacher who is assigned three (3) classes and has one (1) supervision and one (1) preparation period shall be paid 60.0% of his or her full-time salary
- (h) A teacher who is assigned four (4) classes and has no supervision or preparation period shall be paid 70.0% of his or her full-time salary.
- (i) A teacher who is assigned four (4) classes and has one (1) supervision period shall be paid 75.0% of his or her full-time salary.
- (j) A teacher who is assigned four (4) classes and has one (1) supervision and one (1) preparation period shall be paid 80.0% of his or her full-time salary.

(2) At the elementary level:

- (a) A teacher's reduced contract will be written to reflect the percentage of a teacher's regular work year contract that the teacher will hold, taking into account the teaching assignment, preparation time and lunch time, and travel time, if applicable.
- (b) Lunchtime will be applicable on days where the teaching assignment and prep time exceeds 3.5 hours.
- (c) Travel time will be applicable on days the teacher is assigned to travel between schools.

2. Teachers may submit requests to reduce their contract according to conditions described in Unpaid Leaves pursuant to the following conditions:

- a. A teacher's request for such leave must be filed with the Superintendent or his/her designee at least thirty (30) days prior to the beginning of the period for which such leave is requested unless the leave is for illness, or disability, or extended family illness.
- b. Such reductions in contract, if granted, will be for a period of one (1) school year.
- c. Any part-time vacancy created by the reduction in contract shall be filled by a teacher on a temporary contract in accordance with Indiana Code 20-28-6-6.

B. Job Sharing

- 1. Teachers interested in sharing one (1) position shall mutually submit such request, in writing, to the Superintendent, or the Superintendent's designee, not later than April 1 prior to the year the job share is to become effective.

2. A job sharing team shall be composed of two (2) teachers who agree to work together to share one (1) position on a “fifty-fifty” (50/50) basis.
3. Two (2) teachers wishing to work together as a job sharing team must develop a detailed proposal of their plan for sharing one (1) full-time position. This plan must have the approval of the building principal and the Superintendent. This plan will cover such issues as hours to be worked, specific teaching duties of each teacher, preparation time, and non-classroom duties. Each teacher of the job sharing team will have full responsibility for the development and implementation of such a plan.
4. The job sharing team submitting a proposal will be notified concerning the acceptance or rejection of such proposal on or before May 15. Upon request, unsuccessful applicants may discuss with the Administration the reason(s) for the rejection of their proposal.
5. If one (1) teacher of any job sharing team chooses to return to full-time teaching, the job share position will revert to a single employee position. The members of the job sharing team will attempt to agree as to which one of them will fill the position which has been shared. If they are unable to agree, the teacher with the most School Corporation seniority will assume the now full-time position. The other teacher shall be placed in another full-time teaching assignment in accordance with the teacher’s certification and seniority. If there is a vacancy in the building in which the job share has existed, priority will be given to placing both teachers in that building. If no position (a vacancy in an area of the teacher’s certification existing at any time prior to the beginning of the succeeding school year) is available for the member not assuming the full-time position, the teacher will be placed at the top of the recall list for any areas of his/her certification. In the case of any job sharing team choosing to revert to full-time positions, the above provisions will apply, except that the teacher not assuming the position previously shared will be placed in a full-time position consistent with his/her certification and experience. March 1 will be the deadline each year for employees sharing one (1) position to request a return to a full-time position.
6. The Board, based on the recommendation of the Superintendent, will make the final determination as to whether a position will be considered for job sharing. However, such determination will not be arbitrary, but will be based on sound and explicit rationale.
7. The job share team shall continue from year to year unless a member of the team wishes to return to full-time teaching as provided above, or unless the Superintendent requires teams to reapply for the succeeding year.

Article IV
Special Education

- A. Following the case conference and receipt of the parent's signature permitting special education placement of the child, the Teacher of Service and the Teacher of Record will be provided a copy of the student's IEP prior to the beginning of school or within 30 days following receipt of the parents' signature after the school year has begun.
- B. In the event that a teacher who provides services to a student with an IEP requests that a case conference be reconvened to re-evaluate said student's IEP, a date for that conference will be established within five (5) school days following the request. The chairperson for the conference or his/her designee will be responsible for scheduling said conference.

***Article V**
Pay Periods/Salary Adjustments/Travel Reimbursement

A. Pay Periods

- 1. The number of pay periods will be twenty-six (26) or twenty-one (21) per year.
- 2. Teachers will remain on their selected pay period unless they request a change in writing to the Director of Human Resources prior to August 1. No changes will be made during a contract year.

B. Salary Adjustments

- 1. Elementary school counselors, upon mutual agreement, may have their contracts extended up to five days beyond the contract year for summer work.
- 2. The Administration will determine the number of days and dates for summer work on or before May 1.
- 3. The Administration will offer summer work at the high school beyond their extended contract to high school counselors, usually in five day increments:
 - a. First to the most senior high school counselor
 - b. Then, in order of seniority, to the other high school counselors
 - c. If, after all of the currently contracted counselors have been offered summer work, additional days are still available, those days will again be offered to the counselors based on seniority

- d. If an insufficient number of counselors volunteer for the assignment, the Administration may assign the least senior counselor(s) to work during the summer, not to exceed fifteen (15) days beyond the contract (including extended contract days)

C. Travel Reimbursement

- a. A teacher required in the course of his/her work to drive a personal automobile shall receive a travel reimbursement at the current maximum rate allowed by the IRS.
- b. All travel reimbursement requests must have prior approval of the immediate supervisor.

Article VI **Summer School**

- A. All known openings for summer school teachers will be posted on or before May 1. Applications must be submitted within two (2) weeks of the postings. Teachers who have applied for summer school will be notified in writing as sufficient enrollment is received to form a class.
 1. Positions in summer school will be filled first by teachers regularly employed in the school corporation during the normal school year.
 2. After a teacher has taught any summer school course for three (3) years in a row, the summer school employment will first be made available to other qualified Carmel Clay School teachers before that teacher is once again offered a position. Carmel Clay School teachers will be given preference in the selection process based upon experience teaching at the same level (i.e. secondary, elementary) and subject area major or by providing documentation of comparable experience.
 3. Summer school teachers will be selected at the discretion of the building principal and department chair (if applicable). The following additional factors will be considered in order when selecting teachers for summer school positions:
 - a. Most recent regular school year teaching experience in the relevant summer school course
 - b. Most recent regular school year teaching experience in the department of the relevant summer school course
 - c. Consecutive years teaching the relevant course in summer school in the School Corporation.
 - d. Seniority in the School Corporation.
 - e. Date application was received
 4. If more than one (1) section of a course is offered in summer school, the

additional section(s) will be offered to other qualified Carmel Clay School teachers who have applied to teach summer school, before multiple sections of the same course are given to any one individual.

***Article VII** **Employee Annuity Programs**

- A. A voluntary tax deferred annuity program is available to all teachers.
- B. A matching 403(b) annuity plan is available in accordance with the collectively bargained agreement.
- C. A salary reduction 457(b) deferred compensation plan is available for all teachers.

***Article VIII** **CCEA Dues Deductions**

- A. The CCEA will deliver to the Business Office the names and authorization of teachers who request payroll deductions of membership dues for the Association (including NEA and ISTA) two times per year, these dates being on or before October 15 and on or before February 15. The authorization for payroll deduction of Association membership dues will be on a continuing basis unless revoked, in writing, by the teacher. Any teacher requesting the payroll deduction of dues be discontinued, including those members who are going on unpaid leave or those who retire during the school year, must submit a written request to the Business Office.
- B. Payroll deduction of membership dues will be as follows:
 - 1. For those teachers requesting payroll deduction by October 15, the deduction will occur in sixteen (16) equal installments beginning with the first pay period in November.
 - 2. For those teachers requesting payroll deductions by February 15, the deduction will occur in seven (7) equal installments beginning with the first pay period in March.

Article IX **Direct Deposit**

- A. All teachers are required to use direct deposit.
- B. Teachers may elect to have their pay automatically deposited to any Indiana financial institution of their choosing, provided those institutions are members of the Automated Clearing House (ACH).

***Article X**

Unpaid Leaves

A. General Conditions Applicable to All Corporation Awarded Unpaid Leaves

1. All unpaid leaves may be taken without jeopardy to re-employment, retirement, salary and accrued fringe benefits, length of service or prior place on the salary schedule.
2. While on any Corporation awarded unpaid leaves, the teacher will be given the opportunity to continue insurance coverage in the school insurance programs at his/her own expense, paying one hundred percent (100%) of the cost, except those who qualify under FMLA.
3. Non-emergency leaves will be taken in increments of at least one (1) semester.
4. Confirmation of the intent to return from leave should be given, in writing, to the Director of Human Resources on or before May 1, prior to the fall semester for which the teacher plans to return, or on or before November 1, prior to the spring semester for which the teacher plans to return. In the event that a teacher has notified the Director of Human Resources of his/her intent to return from leave prior to the full extent of leave allowed, that teacher may, because of unforeseen circumstances occurring at any time before actually returning to work, request that the leave be reinstated to the full extent of leave time allowed. A teacher returning from leave will, upon request, be given his/her original position if it exists or, if it does not exist, a position comparable to the one left for which the teacher holds a valid license. Should, however, any provisions concerning reduction in force apply to such teacher on leave, this teacher will be placed in a teaching position prior to any new teacher being offered a contract in his/her area of certification.

B. Child Rearing Leave

1. Upon written request to the Director of Human Resources, a teacher, male or female, will be granted an unpaid leave for up to four (4) semesters during the teacher's employment by the School Corporation without pay for the purpose of child rearing.
2. This leave may not be taken in conjunction with maternity/paternity/adoption leave.
3. Only one (1) employee of Carmel Clay Schools in a household will receive a Child Rearing Leave for the same period of time.
4. A teacher will be eligible for child rearing leave only if the teacher is the parent of the child being reared, has legal custody of the child, or the child is living in the home of the teacher.

5. For child rearing leaves in other than emergency situations, such leave must be taken in increments of at least an entire semester.

C. Other Unpaid Leaves

1. The Board will grant an unpaid leave for a period of up to one (1) year to a teacher for illness or disability, eldercare, extended or family illness. The teacher may request that his/her teaching position be reduced to a part-time position with the school corporation during this leave. Upon the teacher's return from said leave, the Corporation will follow the guidelines set forth under A.5. above.
2. The Board will grant an unpaid leave for a period of up to one year to a teacher with 3 or more consecutively signed contracts or for educational advancement, professional improvement or personal reasons which need only be presented to the Superintendent for his/her endorsement. No teacher will be granted more than one (1) personal leave (for reasons other than those covered in C.1 above) during any five (5) year period and the personal leave may not be taken in conjunction with a maternity leave unless approved by the Superintendent.
3. The following conditions shall apply to unpaid leaves:
 - a. A teacher's request for such leave must be filed with the Superintendent or his/her designee at least thirty (30) days prior to the beginning of the period for which such leave is requested unless the leave is for illness, or disability, or extended family illness.
 - b. For leaves requested on the basis of illness or disability, or extended family illness, the Superintendent may require proof of illness.
4. A teacher who runs for elective office will be granted an unpaid leave for the period of campaigning and if elected, the term of office, if in the opinion of the Superintendent the campaigning and/or holding of such office interferes with the performance of the teacher's teaching responsibilities. If the teacher disputes the Superintendent's determination in this regard, the teacher may petition the Board of School Trustees for reconsideration. The teacher must notify the Superintendent or his/her designee at least thirty (30) days prior to the commencement of such leave, and the teacher's return from such leave must coincide with the start of a semester.

Article XI **Transfers**

A. Voluntary Transfers

1. Teachers who desire a transfer must respond to a posted vacancy for which he/she is interested within the specific time by filing a written statement of such desire with the Superintendent or his/her designee, on the approved transfer form. The teacher may inform his/her principal if he/she so desires.

2. The Superintendent, or his/her designee, will give consideration to all requests for transfers by teachers in the Carmel Clay School Corporation.
3. All requests for transfer for a specific position will be considered before a new certified person is assigned to that position. Transfers within a building will be considered before a new certified person is assigned to that position. Transfers within a building will be given consideration before transfers between buildings.
4. The principal will interview at least one transfer applicant for each certification area posted if any are available.
5. Teachers who have requested a transfer will receive acknowledgement in writing from the Superintendent, or his/her designee, as to the receipt of the request.
6. When a vacancy is filled, the teacher will be notified in writing by the Superintendent or his/her designee, of approval or denial of request for transfer.
7. In the event transfer is denied, the Superintendent, or his/her designee, will state the reason(s) in writing to the teacher, if so requested.
8. If a teacher feels he/she has not been given consideration, then he/she may appeal this decision to the Superintendent or his/her designee.
9. All requests for transfers within a building will be handled by the building principal, subject to approval of the Superintendent or his/her designee. If a teacher feels he/she has not been given consideration, then he/she may appeal this decision to the Superintendent or his/her designee.
10. All requests for transfer will be kept in an active file until October 1 of the following school year.

B. Involuntary Transfers

1. The Administration reserves the right to transfer personnel when it is considered in the best interest of the School Corporation. All involuntary transfers within or outside of a building will be preceded by a consultation with the teachers affected. If possible, the situation will be resolved with a voluntary transfer.
2. Transfers will be made in an area in which the teacher is certified.
3. In the event of a need for an involuntary transfer, the following criteria will be considered:
 - a. Appropriate certification
 - b. Qualifications for position
 - c. Length of service in the School Corporation
 - d. Total number of years of teaching experience
 - e. Types of teaching experiences
4. Teachers may be transferred to other positions, and/or buildings, for the betterment of the School Corporation under the following conditions:

- a. Increases or decreases in enrollment
 - b. Opening of new buildings or closing of old ones
 - c. Change in organization of school system
 - d. Addition or elimination of an educational service
 - e. Vacancies created by promotions, leaves or absences, deaths, retirements, transfers, and the like
 - f. Other reasons which the Administration shall put in writing
5. If a teacher designated for involuntary transfer is qualified for more than one (1) vacancy available, consideration will be given to the teacher's preference for placement.
 6. No teacher will be transferred to another building more than once during the terms of two (2) consecutive school years without such teacher's consent.

ARTICLE XII

Posting

- A.** Notices of all vacancies in present teaching positions or newly created teaching positions, including teaching, extracurricular, summer school, department head and administrative positions, will be posted on the Carmel Clay Schools' intranet. Positions available to the general public will also be posted on the Carmel Clay Schools' website.
- B.** Positions will be posted within five (5) days of the opening becoming official. For three (3) weeks preceding the opening of school and for two (2) weeks following the opening of school, vacancies shall be posted but may be filled immediately. During the remainder of the year, a position will not be filled until it has been posted for at least ten (10) calendar days.