



decision not to strike the CCS's LBO, emphasizing that the reset was consistent with IEERB's duty to provide the parties the opportunity to mediate, and that the CCS used the correct Certification amount in its fiscal analysis. See Ind. Code chapters 20-29-1, 20-29-3, §§ 20-29-6-13 and 20-29-8-7(e); "Our Mission," at <http://www.in.gov/ieerb>; see also 560 IAC 2-4-3,5; *Lewis v. Bd. Of Sch. Tr. of Charles A. Beard Mem. Sch. Corp.*, 657 N.E.2d 180, 183 (Ind. Ct. App. 1995).

The CCEA also asks the Board to delete all findings relating to reasons for choosing the CCS's LBO not related to the substantial non-compliance of the CCEA's LBO, or, alternatively, to delete Paragraphs 78-90 and modify Paragraph 95.<sup>3</sup> The Board grants the CCEA's request to delete Paragraphs 78-90 and modify Paragraph 95, and additionally modifies Paragraph 76 to be consistent with those modifications. The Board modifies Paragraphs 76 and 95 as follows:<sup>4</sup>

76. The CCS also pointed out and the CCEA did not dispute that the CCEA's LBO also does the following:

a. reinstates the catastrophic leave bank that was eliminated from the 2012-2013 contract through Carmel Clay I with IEERB approval;

b. eliminates the Short Term Disability plan that was established through Carmel Clay I for the 2012-2013 contract with IEERB approval;

~~c. continues to provide for additional teacher wages based upon minutes worked in excess of 450 daily minutes or 185 days that through Carmel Clay I was rejected by the IEERB;~~  
and

~~d. continues to provide for additional wages for required teachers duties such as a counselor stipend and curriculum writing stipend that through Carmel Clay I was rejected by the IEERB.~~

The Factfinder reaffirms her findings and recommendations contained within the FACTFINDER'S FINDINGS AND RECOMMENDED ORDER in Carmel Clay I and offers continuing concurrence with the IEERB's ORDER in Carmel Clay I with respect to these provisions in the current CCEA LBO.

95. Alternatively or in addition to Finding 94, the Factfinder concludes that the CCEA LBO should be rejected for the fact that it ~~bargains additional compensation for performing teacher's duties which was prohibited by Nettle Creek, and which prohibition was affirmed in~~

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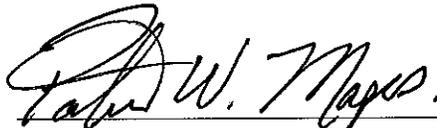
<sup>3</sup> Specifically, the Association asks that Paragraphs 54-57, 62-90, 93, and 95 be stricken.

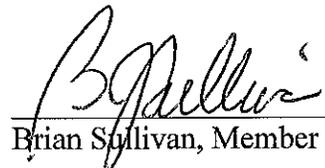
<sup>4</sup> Deleted text is designated as strikeout text.

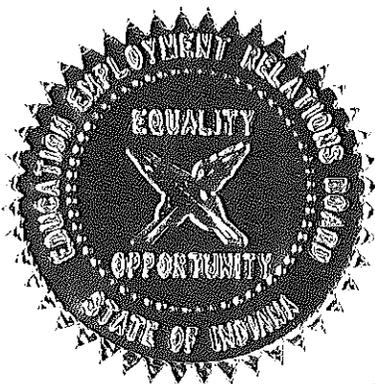
~~Carmel Clay I. Carmel Clay I ORDER, page 3. Further, the CCEA LBO seeks full paid leave for the CCEA President, which the Factfinder concludes is contrary to the public interest. Additionally, the CCEA LBO would reinstate the Catastrophic Leave Bank and eliminate the Short Term Disability Plan, despite the previous determination of the Factfinder and the IEERB that the Short Term Disability Plan provided a better benefit to the teachers as a whole. Carmel Clay I ORDER, page 4.~~

The Board hereby adopts the Carmel Clay School Corporation's Last Best Offer as the Collective Bargaining Agreement between Carmel Clay Education Association and Carmel Clay Schools for July 1, 2013, through June 30, 2014.

Dated this 17<sup>th</sup> of February, 2014.

  
\_\_\_\_\_  
Patrick W. Mapes, Chairman

  
\_\_\_\_\_  
Brian Sullivan, Member



**DISTRIBUTION**

CARMEL CLAY EDUCATION ASSOCIATION,  
and  
CARMEL CLAY SCHOOLS.  
IEERB Case No. F-13-04-3060

**ORDER**

MAILED February 17, 2014  
VIA E-mail

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