

The following notable provisions come from a survey of approximately 85 collective bargaining agreements from Indiana's public school districts. The sample included districts from every region of the state and a wide-ranging spectrum of urban and rural schools.

- Profit from the teacher's lounge vending machine must be used in a manner approved by the Association.
(Hobart, p. 21)
- During a Reduction in Force, a teacher with tied seniority will be dismissed based on:
 - birth date (IPS, p. 30)
 - blind draw (Munster, p. 27)
 - roll of a die (School City of East Chicago, p.16)
(East Allen County, p.6)
 - the sum of the last four digits of the social security number. The higher sum of the two is granted the greater seniority. (Fort Wayne Community Schools, p. 46)
- The President of the Union is released two periods early each day, which shall be scheduled immediately following the President's planning period, which shall be scheduled at the end of each teaching day. (School City of East Chicago, p. 53)
- School administration shall maintain a specific class room temperature. (Crawford County Community Schools, p. 6) (East Chicago, p. 25)
- Each school building shall have a facility for speech, language and hearing therapy that is at least 150 square feet and include walls, ceiling, floors and doors that are acoustically treated. The surrounding ambient noise level shall not exceed 60 decibels. (Fort Wayne Community Schools, p. 65)
- The practice of signing in or signing out shall be by check mark instead of time indication. (School City of East Chicago, p. 5)
- The Union, on its own and not on behalf of the Board, may take such action as it may deem appropriate to collect its representation fee from those bargaining unit members who refuse to authorize payroll deduction fee for, or who otherwise refuse to pay, the representation fee. (Anderson, p. 89)
- An administrator shall not make blanket criticism of teachers before teachers groups. (School City of East Chicago, p. 4)
- Teacher's lounges will be attractive, comfortable, and spacious. (School City of East Chicago, p. 26)
- Principals have no authority to appoint teachers to classrooms. Teachers choose their own classroom assignments based on seniority. Each teacher submits to the Board their top 3 choices. The Board shall then work down the seniority list in assigning classes. If a less senior teacher prefers a class already requested by a more senior teacher, the Board shall move on to the less senior teacher's second preference, and so on, until all teachers receive their most desired

available pick. Then, the Board shall repeat for two more cycles to assign as many teachers as possible to their respective preferences. (School City of East Chicago, p. 31-32)

- Materials in the teacher's record that are derogatory in nature shall be removed after 3 years if the behavior that created the materials has not reoccurred. (East Allen County, p. 6) (Munster, p. 12) (Taylor, p. 16)
- No material may be sent to a prospective outside employer without the consent of the teacher. (Marion, p. 9)
- Teachers will not be expected to transport books and/or other materials when necessary room reassignments are made. (Lake Ridge, p. 25)
- The President of the Association or his/her designee together shall be allowed a total of fifty (50) days of Association leave per year. (Marion, p. 11)
- Teachers in self-contained classrooms shall have the opportunity to visit the restrooms a minimum of once every 2 hours. Teachers in non-contained classrooms shall have the opportunity to visit the restroom during passing periods, **if necessary**. (Marion, p.17) (emphasis added:)
- Special education teachers are not required to administer medications. (Crawford County Community Schools, p. 37)
- All relative humidity excesses greater than 60% must be eliminated. (Barth. Consol. School Corp., p. 39)
- Board shall not release the names or grade levels of employees who are deemed to be **highly qualified**. (Goshen Comm. Schools, p. 24)
- Board will reimburse teachers for damages to clothing, glasses, watches, personal property if damage sustained while on the job. (Elkhart, p. 55)
- Teachers shall not be required to perform tasks that are *professionally demeaning*. (Hammond, p. 11)
- Union may elect that teachers not be required to score standardized tests or enter grades pending new negotiations. (Gary, p. 48)
- In the event of a bomb threat, the employer will implement established safety procedures. (Elkhart, p. 37)
- All carpet should be vacuumed using "a filtration method that filters at greater than 99% efficient at 0.3 micron and that prevents particulates from entering the workspace. As vacuum cleaners are replaced they will be replaced with vacuums that can accommodate HEPA filtration." (Barth. Consol. School Corp., p. 39)

- Administration must use the prescribed "Evaluation of the Planetarium Director." (Merrillville, p. 69)
- Board recognizes that maps and globes are tools of the teaching profession. (Hammond, p. 11)
- A committee is formed to study the number of before and after school meetings held in the elementary schools. (Martinsville p. 48)
- All "water intrusion events" must be eliminated. Buckets to catch water shall only be used as short term solutions. (Barth. Consol. School Corp., p. 39)
- The Board must provide the union with a *scattergram* showing placement of all teachers on the salary schedule. (MSD Warren, p. 27)
- Intercom systems and similar electronic devices shall not be used for teacher evaluations. (Crown Point, p. 13)
- Copies of this contract shall be printed on 8 1/2 X 5 1/2 size pages at the expense of the employer. (Greater Clark, p. 4)
- Air quality testing should be conducted according to the "three point plan" which includes air sampling, swabbing of surfaces, and interviews of staff. All building personnel will be educated about the potential sources of indoor irritants and allergens. (Barth. Consol. School Corp., p. 39)
- Board agrees to make a reasonable effort to provide reasonable custodial services. Mowing of the grounds shall be done after school or in such a manner as not to interfere with classes. (Clarksville, p.13, emphasis added)
- The following must be announced on the school intercom: "The Classroom Teachers Association of the Metropolitan School District of Martinsville will meet on (day of week), (month), (day of month), and (time) in (place). Information on the agenda of the meeting is posted in the CTA bulletin board." (Martinsville p. 3)
- Classes cannot go to the library if the teacher is taking the time for a planning period. (Gary, p. 14)
- A plan adopted by a Quality Improvement Team cannot be in conflict with the provisions of the Master Contract. (Fort Wayne Community Schools, p.25)
- No staff meetings on Mondays, except in emergencies. (School City of East Chicago, p. 34)
- Administrators shall hold no more than 15 building-level meetings per year. (Marion, p. 20)
- Faculty meetings may only last 1 hour. (Michigan City, p. V.12)
- No more than 5 hours a school year may be used for teacher's meetings. Teachers must have 10 days notice of the meeting. (Lake Central, p. 4)

- Faculty meetings are limited to 1 per month. (Hammond, amendment p. 5)
- Faculty meetings cannot occur more frequently than the parties deem necessary and must end within 30 minutes after the end of the school day. (Crawford County Community Schools, p. 8)
- Association has the right to be on the agenda for new teacher orientation and the first staff meetings held in each building annually. (Tippecanoe School Corp., p. 6)
- Sixteen (16) days in each even-numbered year and twenty-four (24) days in each odd-numbered year shall be available for released time for teachers to work on legislative matters, including visits to the Indiana General Assembly and related activities which may include meetings with the Legislative Liaison Office. (IPS, p. 28)
- The President of the Association, or his/her designee, shall be granted five (5) legislative leave days per school year to lobby the legislature on bills that benefit the School Corporation. (East Allen County, p.5) In Anderson, the President gets 50 days leave and may use any "unused leave granted in any previous year. (Anderson, p. 6)
- Union president shall be issued a full-time teaching contract with **half** the normal teaching assignment, without any loss of salary or benefits. (New Albany Floyd, p. 9, MSD Lawrence, p. 4)
- Union president will receive **four-sevenths (4/7)** day released time each day to work on union business. (MSD Perry, p. 9)
- Union president will receive daily rate of pay as determined by the salary schedule, multiplied by 230. (Hammond, p. 4)
- Union president allowed 55 days of leave per school year for union business. (Muncie p. 8)
- Union president may grant up to 45 days per year leave for any teacher at their discretion. (Elkhart, p. 10)
- Union office shall be a regular pickup and delivery stop of the inter-school mail system. (Elkhart, p. 8)
- Union shall have the right to use school facilities, equipment, classroom/lab computers, software, typewriters, duplicating equipment, calculating machines, and all types of A-V equipment at no cost. (Crown Point, p. 7)
- Board must deduct teacher's union dues unless teacher chooses not to participate in writing within 10 days of the start of the school year. (Huntington Co. Comm. Schools, p. 44)
- Union is allowed to file a grievance on behalf of an unnamed teacher. (MSD Warren, p. 30)

- No certified nursing staff employed as of December 31, 1989 will be subject to RIF. (Hammond, p. 10)
- Two high school band directors are exempt from RIF. (Monroe Co. Comm., p. 62)
- Show choir director exempt from RIF. (Southwest Allen County p. 25)
- Teachers hired to achieve affirmative action for racial and ethnic balance are exempt from RIF. (Monroe Co. Comm., p. 62)
- Neither seniority in the corporation nor status as a nonpermanent, semi-permanent, or permanent teacher shall affect the retention or layoff of the employee who holds the position of head varsity high school football coach or the employee who holds the position of head varsity high school basketball coach. (Merrillville, p. 21)
- One year **public** school experience counts as **one** year toward experience for seniority. Two years of **nonpublic** school experience counts as **one** year toward experience (and a teacher may only count up to 5 years). (Crown Point, p. 28)
- A teacher has the right to displace a less senior teacher in another subject area to avoid involuntary transfer. (Michigan City, p. V.2) (East Allen County, p. 22) (IPS, p.30) (Anderson, p. 14)
- When a new school is opened, it must be staffed from schools affected by the opening, and involuntary transfers must occur to those with lower seniority. (School City of East Chicago, p. 19)
- Administration may not assign new teachers to a specific position until they have taken action on all pending transfer requests. Transfers must be approved based on seniority. (Crawford County Community Schools, p. 12) (Michigan City, p. V.1) (Tippecanoe School Corp., p 8)
- Teachers involuntarily transferred have right of first refusal, based on seniority, if position opens at original school. (Crawford County Community Schools, p. 12) (Michigan City, p. V.1)(Marion, p. 39)
- If a large student population requires a class to be added to a particular grade, the teacher originally in that grade will have the first opportunity to remain in that class or grade if and when that class or grade is reduced back to one teacher. (Crawford County Community Schools, p. 7)
- An outside applicant cannot be a chairperson or a team leader. (Michigan City, p. V.4)
- No non-consecutive grade level splits, regardless of the type of class (grade 1 and 3 or 3 and 6). (Crawford County Community Schools, p. 7)
- A teacher may only be transferred involuntarily if new buildings are opened, old facilities are closed, pupil enrollment results in expansion or reduction, or curriculum changes are made. (School City of East Chicago, p. 19)

- Association has equal say as to which teachers are hired for summer school. Teachers offered summer school positions based on seniority. (School City of East Chicago, p. 11-12)
- Any supervisory teacher roles must be hired based on seniority. (School City of East Chicago, p. 20)
- Classroom instruction conducted via technology shall not be used to replace teachers. (Southwest School Corp., p. 15)
- Teachers shall accept necessary assignments to teach or monitor another teacher's class only when another teacher becomes ill at school or must leave school once arriving because of an unpredictable situation. (Michigan City, p. II.2)
- Teacher-student contact shall not exceed 6 hours. (Michigan City, p. V.15)
- Elementary teachers cannot be assigned to playground duty. (Lake Central, p. 4)
- Standardized tests will not be scored by the teacher. Teacher-made tests in quantities of 80 or more will be machine scored. (School City of East Chicago, p. 34)
- No teacher shall be required to grade the objective portion of any corporation supplied test. (East Allen County, p.6).
- Maximum elementary class size is 21. For each additional student, the Board is required to pay the teacher \$200. Maximum class size is established in the contract for every middle school and high school program (i.e. language arts, chemistry, physics, ITE computer, business, etc). Board pays an additional \$175 per student to each teacher whose class size is exceeded. (Taylor, p. 6, 12)
- One teacher is allocated for each 24.5 students in a senior high school consisting of grades 9-12. In computing any class size, each handicapped student . . . shall be weighted as two in those cases where the student's parents/guardian/legal representative refuses to sign for placement of the handicapped student in special education. (Fort Wayne Community Schools, p. 69)
- Contract limits the placement of students with disabilities per teacher. (Hammond, p. 9)
- If special education students are clustered in a general education classroom, a reduction in classroom size will be considered. (Hamilton Southeastern Schools, p. 10)
- A referring teacher is not required to attend a special education student's case conference if it is held outside the teacher's work day. (Taylor p. 33)
- No later than 15 days after the start of each semester, the administration must provide the union with a breakdown of class sizes by teacher, including the number of special education students; a breakdown of students eligible for 504 status, class size for Reading Recovery and Title One. (MSD Lawrence, p. 35)

- Teachers may not be required to report more than 20 minutes before the class day begins. (Michigan City, p. V.12)
- Teachers shall not be required to supervise bus duty. Elementary teachers shall not be required to supervise recess duty or cafeteria duty during the regular school year exclusive of summer school. (Munster, p. 7)
- All nonteaching activities after the regular school day are strictly voluntary. (Crawford County Community Schools, p. 7)
- The school calendar must be agreed to annually, including start and end dates. (Crawford County Community Schools, p. 8)
- No members of the bargaining unit shall be responsible for collecting lunch monies. (Anderson, p. 31)
- Open houses may not exceed one per semester at secondary schools and two per semester at elementary schools. (Benton Comm. Schools, p. 5)
- Teachers and students must be protected from students and **non-student rowdies** and trouble makers, hostile parents, and others who disrupt the school. (Lake Ridge, p. 23) (emphasis added)
- No teacher shall receive a salary less than they received during the preceding school year. (Monroe Co. Comm., p. 37)
- The Board shall provide to retired teachers \$14,000 annually for health insurance premiums until the retiree is eligible for Medicare. (Richmond, p. 16)
- Teachers must work only 120 days a year to receive a full annual credit for pay increases. (Merrillville, p. 52, Crown Point, p. 28, Madison Consol. Schools, p. 10).
- Teachers with lifetime certification receive a \$400 incentive for professional development. (South Knox, p. 22)
- Teachers shall be reimbursed for up to one hundred dollars (\$100.00) per year for membership in one professional organization of their choice. (North Judson – San Pierre, p. 11)
- Board and union must work toward the opening of an on-site health clinic. The parties also agree to use most of the Claim Stabilization Reserve Funds to support the clinic. Should CSR funds not be needed to support the clinic, both parties agree to bargain the usage of the funds in the next negotiation cycle. (Taylor p. 53)
- A “longevity” salary bonus of \$2,000 annually to teachers with 15+ years experience age 50 and older, in addition to their place on the salary schedule. (Hobart, p. 4)

- Permanent teachers received a \$1000 contract signing bonus. Non-permanent teachers received a \$750 signing bonus. Bonuses were automatic and required no qualifiers. (Hammond, amendment p. 19)
- Teachers with 10 years of experience receive a 1 year sabbatical and receive 30% of their regular annual salary. (Michigan City, p. VII.4)
- Teachers hired before 2008 pay only \$1.00 for health insurance. (Mount Vernon Comm. School Corp., p. 13)
- Teachers on single health care plans pay only \$1.00. (Shoals Comm. School Corp., p. 20)
- Teachers receive at no cost a \$50,000 term life insurance policy and accidental death coverage. (Hammond, amendment p. 13)
- 99% of health insurance premiums covered, with "Association recognition" that such a benefit will affect the dollars available for salaries. (Benton Community Schools, p. 15)
- A year's service credit for salary determination shall be granted if the teacher is credited with teaching 120 days or more in the same school year. (Anderson, p. 34)
- Until social security payments begin, a teacher with a master degree may receive a salary of \$18,000 for up to 5 years after retirement. Those with a bachelor degree receive \$15,500 per year. (School City of East Chicago, p. 44)
- At least 1 telephone shall be available for teacher use on each floor of a multi-leveled facility, with at least 2 telephones available in single story structures. At least one of the phones shall be located in an area providing privacy. (Fort Wayne Community School Corp., p. 66)
- The authorization for payroll deduction of Association membership dues shall be on a continuing basis unless revoked in writing, by the teacher, through the Association on or before September 15. (note: the initial written consent of the teacher is required for payroll deduction) (Benton Community Schools, p. 2) (Hobart, p. 7)
- The **Union** shall deliver to the Board signed authorization cards for payroll deductions. (Lake Ridge, p.1) (emphasis added)
- The authorization for payroll deduction of Association membership dues shall be on a continuing basis, unless revoked in writing by the employee, **through the Association**, between the dates of July 1 and September 15...By October 10, the **Association** shall provide the Board with payroll deduction authorization forms for those individual teachers for purposes of payroll deductions. (South Bend, p. 6) (emphasis added)
- Head teachers act in place of principals when the principal is unavailable. Principals shall select head teachers from candidates submitted by the building-level committee. The building-level committee consists of the Association representative and teachers selected by member vote. This committee also establishes the student discipline procedures. (School City of East Chicago, p. 21)

- The Association appoints a majority of the members to any committee established by the administration that not isolated to one school building. (School City of East Chicago, p. 25)
- Association personnel have the right to use the school equipment, copy machines, faxes, computers, and audio/visual equipment. (Michigan City, p. II.1) (Marion, p. 10) (East Allen County, p.4)
- No competing teacher organization shall be allowed to use the interschool mail delivery service or school mailboxes for mailings from its organization to teachers in the bargaining unit. (Fort Wayne Community School Corp., p. 15)
- Schools may only be restructured in a matter endorsed by the union, which includes shared decision-making for both building-level and system-wide restructuring. (Hammond, p. 5, 6)
- Board and the union agree that consolidation with another school corporation is not desirable, nor contemplated by either party. (Taylor p. 6)
- Revision to any teacher evaluation assessment will be implemented through consensus reached by a joint committee composed of representatives from the bargaining unit and of representatives from the administration. (MSD Perry, p. 42)
- Any deficiency in teaching materials will not be considered negatively as a factor in the process of teacher evaluation. (Penn-Harris Madison, p. 7)
- Teachers must be disciplined five (5) separate times in response to five (5) separate acts of misconduct before the contract may be cancelled. (Shelby Eastern Schools, p. 24)
- Permanent teachers may choose a self-assessment growth plan in lieu of the standard evaluation process. (Richmond, p. 32)
- A lead teacher assumes the principal's duties when principal is absent for at least a ½ day and shall not be required to report any member of the bargaining unit to the administration. (Taylor, p. 12)
- ISTEP remediation assignments shall be made on a seniority basis for those who volunteer. (North Judson – San Pierre, p. 8, Hammond p. 33)
- The Board and union must meet to determine how much "New Money" is available after budget certification. The union representatives shall determine how the settlement portion of the "New Money" is to be distributed. (Clarksville, p. 42)
- Vacancies in teaching positions which occur after the first thirty (30) school days shall not be permanently filled until the next school unless superintendent certifies no bargaining unit employees are willing to accept the position. (Greater Clark, p. 22)

- Teachers with identical seniority will be RIFFED by the **flip of a coin** (Richmond, p. 40) or a **“selection process based purely on chance.”**(Muncie, p. 44)
- Teachers with identical seniority will be RIFFED depending on the “maintenance of racial staff balance.” (Gary, p. 16)
- Teachers who complete an assistance plan will have a minimum of one (1) year off from evaluation. (MSD Perry, p. 38)
- Only 1 faculty meeting per month. Teachers may leave after 1 hour. (MSD Pike, p. 9)
- No teacher will be evaluated on the basis of student standardized tests. (MSD Pike, p. 32)
- No teacher shall be required to be in school more than 5 minutes before students’ official day begins. (Hammond, p. 9) Teachers assigned to duties extending 5 minutes outside of working day must receive compensation or compensatory time. (Vigo Co., p. 67) Teacher/student contact time must not exceed 5.666 hour per day. (Elkhart, p. 29)
- Non-student teacher workdays shall be kept free of professional development activities. (North Judson – San Pierre, p. 8)
- No video conference/distance learning class shall contain more than fifteen (15) students with the majority of the students at the sending site. (East Porter Co., p. 28)
- No action against a teacher can be taken on the basis of a complaint by a parent or student unless a complete investigation proves the complaint to be valid. (Vigo, p. 17).
- No transcripts are allowed for any meetings between parents and teachers when discussing disputed matters. (Monroe Co. Comm., p. 8)
- Union has right to two separate arbitrations for the same grievance. (Gary, p. 7).
- The principle shall only arrange a conference among a complaining parent, teacher, and administrator at the request of the teacher. (South Bend, p. 18)
- The classroom teacher is solely responsible for the evaluation and measurement of pupil progress, retention and promotion. (School City of East Chicago, p. 5)
- If a teacher's personnel file is examined by an administrator, the file shall contain a record indicating who reviewed it, the date reviewed, and the reason for such review. (Fort Wayne Community Schools, p.19).
- No teacher evaluation shall be based on ISTEP scores. (Fort Wayne Community Schools, p. 53)
- Teachers with 5 years of experience will not be subject to evaluation, with exceptions. (IPS, p.32).

- Teachers with 5 years of experience may only be evaluated once every 3 years. (Lake Central, p. 39) (Anderson, p. 22)
- Mentors shall not be evaluated based on performance as a mentor. (Taylor, p. 32)
- Notes from informal observations must be shared with the employee and may not be included in the personnel file. (Anderson, p.23)
- Special education teachers and teachers who have special education students . . . shall not be evaluated based on the achievement of goals and/or objectives contained in the individual student's IEP or IIP. (Fort Wayne Community Schools, p. 71)
- Negative material in a teacher's personnel file for more than 3 years may not be considered for disciplinary purposes. (Marion, p. 9)
- No derogatory material may be placed in a teacher's file until 10 days after the teacher first read the material. (Lake Ridge, p. 14)
- Material in the teacher's record older than 10 years will not be furnished to any outside source without a Court order or outlined in statute. For example, if a complaint toward a teacher of sexual behavior towards a student occurred 10 years prior, the record is contractually sealed. (Marion, p. 9)
- Non-permanent teachers must be fired twice. Non-permanent teachers are dismissed through procedures established in the contract, then granted protections in state law. (Tippecanoe School Corp., p 7)
- Non-permanent teachers must be fired twice. Non-permanent teachers are dismissed through procedures established in the contract, then granted protections in state law. (Tippecanoe School Corp., p. 7)
- Suspensions require a showing of just cause. (Hammond, amendment p. 8)
- Teachers must be evaluated using the Plan for Professional Staff Evaluation originally developed and adopted in 1979. (Lake Central, p. 38)
- Teachers assigned outside their major or minor shall not receive an unfavorable evaluation. (Crawford County Community Schools, p. 7)
- Teachers shall not be evaluated, either orally or in writing by the Head Teachers. (Crawford County Community Schools, p. 37)
- Mandatory Arbitration Clauses permissive under IC 20-28-7-13. School Boards bargain away their ability to determine final employment decisions by allowing the grievance procedure to apply to dismissal proceedings.

Common Examples:

- “If the employment of a Teacher is discontinued by the Board, such Teacher shall receive a written notice of the reasons for the dismissal with the notification of termination. Any termination of a Teacher shall become a matter of due process. Due process shall include but not be limited to:

...

3. A fair hearing before an impartial arbitrator selected through the American Arbitration Association where the decision is merited by the evidence.

- a. The selection of the arbitrator and the rules which govern the hearing proceedings shall be in accord with the rules of the American Arbitration Association.

- b. The Board and the Association shall not be permitted to assert in such hearing proceeding any ground or to rely on any evidence not previously disclosed to the other party.

- c. Both parties agree to be bound by the award of the arbitrator.

- d. The fees and expenses of the arbitrator shall be borne by the loser.”

(Crawford County Community Schools, p. 9)

- “The indefinite contract of a permanent teacher may be canceled only for just cause. The permanent teacher shall not be entitled to the procedures set forth in **IC 20-6.1-4-11**; however, the Board and the Association having hereby mutually agreed to binding arbitration with regard to the dismissal of permanent teachers pursuant to **IC 20-6.1-4-14.5**, in lieu of the procedures set forth in **IC 20-6.1-4-11**, the permanent teacher shall be entitled to grieve the dismissal and may submit the grievance to binding arbitration” (Michigan City, Article VI(C), p.III.)

- An even higher burden for showing **just cause**. Administration must provide evidence that meets the following queries:

1. Was the Teacher given advance warning of the possible or probable disciplinary consequences of his/her conduct?
2. Was the rule or order reasonably related to the efficient and safe operation of the school?
3. Before administering discipline, did the employer make an effort to discover whether the employee did, in fact, violate a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. Did the investigation produce substantial evidence or proof to warrant further action by the administration concerning the actions or conduct of the employee?
6. Had the school applied its rules, orders and penalties without discrimination?
7. Was the degree of discipline administered in the particular case reasonably related to (a) the seriousness of the employee's proven offense, and (b) the employee's record of school service?

A no answer to any of the above questions shall serve as sufficient reason to negate discipline, reprimand, or suspension and serve as ample evidence that just cause on the part of the employer did not exist. (Crawford County Community Schools, p. 9)