AGREEMENT

Between

THE BOARD OF SCHOOL TRUSTEES

of the

JOHN GLENN SCHOOL CORPORATION

and

JOHN GLENN EDUCATION ASSOCIATION

2011-2012
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AGREEMENT

The contract entered into this 15th day of August 2011, by and between the Board of School Trustees of the John Glenn School Corporation and the John Glenn Education Association

WITNESSETH

WHEREAS: The Employer and the Association recognize and declare that providing quality education for children of the John Glenn School Corporation is their mutual aim, and

WHEREAS: The Employer and its designated representatives have met with representatives of the Association and entered into negotiations under the authority of Title 20, Ch. 7.5 of the Indiana Code of the General Assembly for the State of Indiana, it is hereby agreed as follows:

ARTICLE I
Recognition

1.1 The Employer hereby recognizes the John Glenn Education Association as the exclusive representative of all teachers in the School Corporation.

ARTICLE II
Definitions

2.1 The word "Employer," as used herein, means the John Glenn School Corporation, Walkerton, Indiana, the superintendent of said School Corporation, his agents and representatives and/or Board of School Trustees, their agents and assignee(s).

2.2 The term "Teacher," when used herein, shall refer to all certificated Personnel employed on a regular or temporary contract but shall not include those who substitute on a day-to-day basis. Further, the following positions shall be excluded from the bargaining unit: Superintendent, Assistant Superintendent, Administrative Assistant, Principal, Assistant Principal, Athletic Director, Technology Coordinator, and Director of Adult Education. When a reference is made to male teachers in this Agreement, it also includes female teachers.

2.3 The word "Association," when used herein, shall refer to the John Glenn Education Association (an affiliate of the Indiana State Teachers Association and the National Education Association) and shall include authorized officers, representatives, and agents.

ARTICLE III
Scope of Agreement

3.1 The Association recognizes that the Board has responsibility and authority to manage and direct all the operations and activities of the school corporation to the full extent authorized by law, except as limited by this agreement. Such responsibility and activity shall include, but is not limited to, the rights of the school employer as set forth in Title 20, Chapter 7.5 of the Indiana Code. Further, the parties agree that this Agreement shall supersede any rules, regulations, or practices of the Board and the Association which are contrary to or inconsistent with the terms herein.
3.2 Any individual contracts between the Board and an individual member of the bargaining unit shall be made subject to this Agreement. If any such individual contract made during the term of this Agreement contains any language inconsistent with the teaching contract, this Agreement shall prevail.

3.3 The parties agree that this Agreement shall not be used to discriminate against any teacher concerning sex, race, color, creed, religion, national origin, marital status or disability.

3.4 No modification shall be made to this Agreement except through the negotiations process conducted between designated representatives of the Board and the Association. Any amendment or agreement adding to, subtracting from, or supplemental to the Agreement shall not be binding upon either party unless it is executed in writing by each of the parties hereto. Furthermore, the Board and Association hereby agree that upon mutual consent of both parties this contract may be reopened for negotiations at any time.

3.5 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE IV
Grievance Procedure

4.1 A grievance is defined as any difference that arises between the Employer and the Association or one or more employee(s), involving an alleged violation, misinterpretation, or misapplication of this agreement.

4.2 Nothing in this procedure shall affect the normal communication between the building principal and the aggrieved party in their discussion of any problem or potential problem which may exist.

4.3.1 Informal
Within ten (10) school days subsequent to the occurrence, or the time the teacher knew of the occurrence of facts giving rise to a grievance, the teacher and an Association representative(s), if the teacher so desires, may report the matter to the building principal for purposes of arriving at a mutually satisfactory solution to the complaint. In such case, the principal shall not consult with the teacher concerning the grievance until the arrival of such representative(s). In any case, the principal will meet with the teacher and his representative(s) and subsequently inform the grievant of his decision within seven (7) school days.

4.4 Stage I
In the event the decision of the principal is unsatisfactory to the teacher, the teacher and an Association representative(s), if the teacher so desires, may within five (5) school days after the principal informs the grievant of his decision or, in any event, not more than fifteen (15) school days subsequent to the occurrence, or the time the teacher knew or had reason to know of the occurrence of facts giving rise to a grievance, submit a formal grievance to the teacher's principal on the Stage I Grievance Report Form (See Appendix G) two copies of which shall be signed by the teacher and an Association representative and submitted to the principal. The principal shall acknowledge the receipt of the formal grievance by signing both forms returning one to the teacher, and retaining one for his files. The principal shall have a maximum of fifteen (15) school
days during which he may attempt to resolve the grievance. Resolution of a problem at Stage I shall not establish a precedent unless signed by both the Association president and the superintendent or the superintendent's designee.

4.5 Stage II

If the complaint is not resolved to the satisfaction of the teacher at Stage I, the Association may submit the grievance to the superintendent or the superintendent's designee on the Stage II Grievance Report Form (See Appendix G). The Stage II grievance shall be submitted as soon as practicable after a determination has been made at Stage I. In no case shall the Stage II grievance be submitted more than twenty (20) school days after a formal grievance was submitted to the principal at Stage I. At Stage II the grievance shall contain a statement of the specific alleged violation(s), citing the Section(s) violated and the remedy sought. The superintendent or the superintendent's designee shall meet with the Association for the purpose of attempting to resolve the grievance. The superintendent or his designee shall indicate his disposition of the grievance in writing within twenty (20) school days of the submission of the grievance at Stage II. A copy of the written disposition shall be furnished to the grievant and the Association.

4.6 Stage III (Arbitration)

In the event the grievance is not resolved as set forth in Section 4.5 above, the two parties shall attempt to select an arbitrator by mutual agreement. Such request for arbitration must be made by the Association within seven (7) school days following the receipt of the superintendent's timely written answer and a copy of such request sent to the other party on the Stage III Notice of Intent to Arbitrate form (See Appendix G). If the two parties are unable to agree on an arbitrator within five (5) school days following the filing of the Stage III Notice of Intent to Arbitrate form, either party may make a request in writing for arbitration of the grievance by submitting a demand for arbitration to the American Arbitration Association.

4.7 The jurisdictional authority of the arbitrator is defined as and limited to the grievance of a section(s) of this contract as specified by the grievant on the Stage III Grievance Report Form. The arbitrator's decision made within the scope of his jurisdictional authority shall be binding upon the Employer, the grievant(s) and the Association. The arbitrator shall have no authority to amend, revise, or delete any provision of this agreement and shall consider only the issue(s) submitted to him.

4.8 All fees and expenses of the arbitrator selected in accordance with this contract shall be paid by the loser of such arbitration. However, each party shall be responsible for compensating its own representatives and witnesses in attendance at the arbitration hearing.

4.9 The time limits provided in this agreement shall be strictly observed but may be extended by mutual written consent of all parties involved. Any willful failure or denial to comply with the time limits shall be evidence that the grievance is meritorious or lacks merit as the case may be. Should the grievant fail to comply with the time limits, the most recent decision by the employer shall stand. If the employer fails to comply with the time limits, the grievant shall receive the relief sought.

4.10 The Board and the Association agree that neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
4.11 No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

4.12 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants and are not valid bases for evaluation or consideration of awarding any professional advantages to such teachers.

4.13 If the resolution of a grievance would require action of someone other than a building principal, if a grievance involves more than one building, or if, in judgement of the Association, a grievance involves a group or class of teachers, the Association may submit such grievance on the Stage II Grievance Report Form to the superintendent or the superintendent's representative directly, and the processing of such grievance shall be commenced at Section 4.5 of the Grievance Procedure.

4.14 Any time limit which is interrupted by a cancellation of schools due to an act of God will resume the first formal day of school.

4.15 The principal may appoint a designated representative when necessary.

ARTICLE V
Teaching Hours

5.1 The beginning and ending times of the teacher day shall be set by agreement between the School Board and the Association. The beginning and ending of the regular teaching day may be varied for teachers on an individual basis in the case of emergency at the discretion of the building principal. In no case shall the teaching day exceed seven (7) hours and thirty (30) minutes of continuous time. On Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day. The teaching day shall include teaching periods, preparation periods, and lunch periods. Those teachers on partial contracts will have their hours computed on a ratio of the number of periods on duty (including teaching time and preparation time when required by contract) to the number of periods in a full day.

5.2 Teachers shall have an uninterrupted, duty-free lunch period of at least thirty (30) minutes in each school day.

5.3 Teachers covered by this agreement may be required to attend three (3) meetings per month for no more than a total of 90 minutes whether called by their building principals or the superintendent in addition to the hours provided in this article. These meetings shall be no longer than sixty (60) minutes in duration unless mutually agreed upon by the faculty and principal. Such meetings shall, whenever possible, be scheduled in advance and the subject matter to be discussed given to the teachers prior to the meeting.

5.4 The teaching year shall consist of the following:

a. One hundred eighty (180) days when the students are in attendance.

b. One hundred eighty-three (183) days when teachers are in attendance. The additional days shall be one orientation day, one records day, and one in-service day.

c. Parent-Teacher conferences will be conducted according to Indiana Department of Education rules concerning this subject and the instructional day; i.e. "banked time."
d. School shall not be in session during observance of the following holidays unless mutually agreed to change:

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e. Plans for in-service shall be formulated through the discussion process as per Article X, 10.1.

5.5 All teachers shall have at least one (1) continuous planning/preparation period each day without extending the school day. Planning periods shall be thirty (30) minutes in each elementary school and one regular instructional period in the middle school and high school. Teachers who teach at least half time, but less than a full day, shall have their planning/preparation time prorated.

   a. A teacher may choose to waive his contractual right to a continuous planning/preparation period in order to voluntarily accept an additional assignment for which he is certified. The teacher will be paid his hourly rate for such additional assignment as per Article 13.12.

5.6 An employee who had previously arranged for leave on a day during which schools are subsequently closed shall not be charged for such leave.

ARTICLE VI
Leaves of Absence

6.1 Personal Illness Leave

   a. Each teacher who is absent because of personal or family illness will be allowed ten (10) days of sick leave per year for the first (1) year of employment and eight (8) days each year thereafter. Unused sick leave days and unused personal leave days (See Section 6.3) will accumulate as personal illness days and be credited for the teacher's use in future years up to the number of teacher days in a school year as defined in Section 5.4. Unused sick leave days and unused personal leave days accumulated by a teacher teaching for less than a full day or for less than a full school year shall accumulate on a prorated basis rounded to the nearest half day (See Section 6.3). Teachers who have reached the maximum accumulation of personal illness days will receive in their last paycheck for the school year an amount equal to fifty dollars ($50.00) for each day in excess of the allowable accumulation.

   b. A teacher who teaches less than a full day shall be granted sick leave day’s equivalent in length to his teaching day. A teacher who teaches less than a full school year will be granted sick leave days on a prorated basis rounded to the nearest half day.

   c. Immediate family shall be interpreted as spouse, children, mother, father, or others in residence in the immediate household.
d. Teachers shall be given a written account of accumulated sick leave and personal leave on each paycheck.

e. Two (2) sick days per year may be taken in one-half (1/2) day increments in those cases where doctor's appointments cannot be obtained after working hours or on Saturdays. In such cases, the employees will give the administration a minimum of forty-eight (48) hours notice, except in the case of emergency.

f. Teachers who have taught in another school corporation prior to coming to John Glenn School Corporation may transfer previously accumulated personal illness days to John Glenn after one (1) year of employment at the rate of three (3) days per year.

g. Classroom teachers on summer employment shall be eligible for one (1) additional sick leave day in addition to the number given during the regular school term. Teachers on summer employment shall be eligible to use sick or personal leave on the same basis as it is used during the regular school year.

h. Teachers suffering injury arising from unwarranted assault on their person while on a school assignment shall sustain no loss in salary by reason of their absence from such injury, nor shall such absence be counted against their accumulated sick leave, any payments to be made hereunder not to exceed sixty (60) school days by reason of any one (1) assault.

6.2 Sick Leave Bank

The Board agrees to establish a Sick Leave Bank in cooperation with the Association. The Sick Leave Bank is one in which participating teachers may borrow in case of personal illness to a maximum of twenty (20) sick leave days per teacher per year after exhausting their own accumulated sick leave and personal leave. If the need arises, the teacher may reapply for additional sick leave days and the Sick Leave Bank Committee shall make a decision on whether to grant said request. A statement by the attending physician verifying the nature of the illness or the disability shall be required of the certificated employee to borrow from the Sick Leave Bank.

a. To establish the bank, all participating teachers agree to donate two (2) of their own accumulated and credited sick leave days to the Sick Leave Bank.

b. The John Glenn School Corporation agrees to contribute a matching number of sick leave day’s equivalent to the accumulated total of the participating teacher contributions.

c. Any participating teacher finding it necessary to use bank days agrees to repay the Sick Leave Bank at the rate of five (5) days per year over a period of consecutive years immediately following return to active employment with the John Glenn School Corporation.

d. Any participating teacher finding it necessary to borrow Sick Leave Bank days and subsequently electing not to return to active employment (should his/her health permit with the eligibility to be determined by appointed or approved physician) with the John Glenn School Corporation, or electing to accept employment elsewhere, shall repay the John Glenn School Corporation in cash for the Sick Leave Bank days borrowed in an amount equal to that paid their respective substitute during the time the teacher borrowed from said bank. In the event the teacher elects not to return to active employment, should
his/her health permit, he/she shall repay this cash amount in total or at the rate of an agreed upon cash amount per year for three (3) years immediately following his or her health eligibility to return to active employment. All unpaid balance shall be due at the end of the third (3rd) year and the equivalent number of days shall be credited to the Sick Leave Bank.

e. Teachers who have not previously enrolled in the Sick Leave Bank and who desire to participate shall contribute two (2) days either from their accumulated sick leave days, or from their first year's allotment of ten (10) sick leave days. Any certificated employee not enrolled in the Sick Leave Bank and under contract with the John Glenn School Corporation may enroll by executing the form received from either the building representative or the president of the Association.

f. Teacher's individual service record cards will show a two (2) day deduction to the bank upon the teacher's written authorization.

g. Sick leave days donated to the bank by a teacher are considered a permanent contribution to the bank and are not transferable to another school corporation should a teacher leave the John Glenn School Corporation.

h. The Administrative personnel of said school district may be participating members of the Sick Leave Bank and are entitled to all rights by fulfilling the obligation as outlined in the above regulations of the Sick Leave Bank.

i. The use of the Sick Leave Bank shall not be available to certificated employees during an unpaid leave of absence.

j. Any certificated employee having exhausted his accumulated sick leave and personal days may make an official request to borrow days from the Sick Leave Bank by executing the form received from either the building representative or the president of the Association.

k. There shall be three (3) member Sick Leave Bank Committee consisting of the superintendent, the JGEA president, and one JGEA Executive Board Member who shall have the authority to grant or deny requested days. Enrollment in the bank shall be handled by the JGEA Sick Leave Bank Committee members and certified in writing to the superintendent no later than thirty (30) calendar days after the start of the school year.

l. Procedure dealing with the use of the Sick Leave Bank:

   (1) Written application by the teacher or a member of his family accompanied by a physician's certificate stating the nature, length of disability, and prognosis of the person's condition, is to be submitted to the chairman of the Sick Leave Bank Committee.

   (2) Applications will be acted upon by the Sick Leave Bank Committee and no applications shall be approved except by the majority vote of the three (3) member committee. The chairman shall inform the applicant or where advisable, a member of the family, of the decision of the Committee. The chairman shall report the Committee decision to the Board bookkeeping department if a withdrawal from the Bank is to be made.
(3) The committee shall meet and act within ten (10) days following the receipt of the completed application.

6.3 Personal Leave Days

a. Three (3) personal days shall be granted during the contractual year upon request to the building principal without loss of compensation for such absence. A reason must be given unless the employee considers it extremely personal to indicate otherwise. This request shall be made to the building principal and should be requested at least twenty-four (24) hours before the affected date except in an emergency (an event occurring within 24 hours of the start of the requested leave). Such personal leave days shall be allowed to accumulate to four (4) days. No more than three (3) such days can be used consecutively. Such unused leave shall be added to the accumulated sick leave days prior to the beginning of the next school year. The School Board and the Association mutually agree that personal leave days should not be used for the purpose of extending the length of scheduled vacations.

b. A teacher who teaches less than a full day shall be granted three (3) personal leave days equivalent in length to his teaching day. A teacher who teaches less than a full school year will be granted personal leave days on a prorated basis rounded to the nearest half day (See Section 6.1).

c. Permanent teachers who require additional days of personal leave for reasons not included in this contract shall, upon written notification to the superintendent, be granted two (2) days for which they will sacrifice their daily salary for that period of time at the rate at which they have been contracted. Additional days without pay may be granted by the Board.

6.4 When a child is born to the wife of a male teacher, he shall be granted a maximum of two (2) days paternity leave with pay. One day shall be used for the day of delivery and the other for release from the hospital.

6.5 When a child is adopted by a teacher, the teacher shall be granted a maximum of two (2) days adoptive leave with pay.

6.6 Teachers will be granted days with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon the approval of the Board.

6.7 Bereavement leave of not more than seven (7) consecutive calendar days shall be granted without reduction in pay for reason of leave immediately following a death in the immediate family of a teacher or of the teacher's spouse. The immediate family will include only the spouse, children, mother, father, sister, brother, grandparent, grandchild, in-laws, or others in residence in the immediate household. In case of multiple fatalities, a maximum of seven (7) consecutive calendar days may be taken. Those employees who are executors of a will involving the death of a member of the immediate family or who may have suffered the loss of a spouse may take their bereavement leave of five (5) school days in a non-consecutive manner. Emergency leave for a death other than the immediate family may be granted for periods of not more than two (2) consecutive school days upon request in writing to and approval of the superintendent.

6.8 Teachers serving on a jury will be paid the difference between their regular pay for regularly assigned teaching days on a per diem basis and the per diem pay received as a juror, provided evidence is received from the court bailiff as to the amount received for jury duty.
6.9 The Association president, or his/her designee shall be entitled to two (2) days each year for Association business without loss of compensation. Up to three (3) additional days may be granted at the discretion of the superintendent. The Association shall pay the cost of a substitute for the Association president, or his/her designee.

6.10 In cases of emergency, additional paid days (deducted from sick leave) may be granted at the discretion of the superintendent.

ARTICLE VII
Unpaid Leaves of Absence

7.1 Any unpaid leave of absence as described in Article VII will be allowed only after the teacher requests the leave in writing and receives written permission from the superintendent or the person to whom he has designated this authority.

7.2 A teacher returning from a leave of absence, approved by the Superintendent, shall be given the same position, a comparable position, or one that is mutually agreed upon. If due to unusual circumstances no position exists when a teacher wishes to return from leave, the Employer shall offer such teacher the first (1st) comparable position that becomes available for which the teacher is qualified. A discussion will be held with the teacher, building principal, and superintendent concerning the positions available for which he is qualified before an assignment is made. Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.

7.3 Permanent teachers who desire a year's leave of absence without pay for purposes of professional advancement may present such requests under the following stipulations:

   a. Such leaves may be granted for professional advancement or a special teaching assignment that would result in educational advancement for the teacher.

   b. Such teachers upon returning to the John Glenn School Corporation will be advanced one (1) year on the existing salary schedule.

   c. A maximum of two (2) teachers per year in the John Glenn system will be granted such leave.

   d. Applications will be considered according to a teacher's years with the corporation, the date of the application, and the opportunity afforded the staff member by the proposed leave. Applications must be presented to the Board by April 1.

7.4 Maternity leave shall be granted according to statute.

7.5 Adoption Leave – Except in the case of a child sought to be adopted by a step-parent, a teacher who adopts a preschool child shall be entitled to a leave of absence without pay for a maximum of one (1) school year subsequent to the placement of the child in the teacher's home; provided, however, this adoption leave shall be limited to one (1) teacher per family.

The teacher, concurrently with the application for adoption, shall notify the superintendent of the expected length of this leave and attach thereto a statement from a duly licensed child placing agency, or the applicable county department of public welfare, certifying that the teacher has made application for adoption.
It is mutually understood and agreed that upon the teacher's return from this adoption leave, such return shall be on the first day of a school semester.

7.6 Military leave will be granted any teacher as provided by law.

7.7 Family Leave

a. Pursuant to the Family and Medical Leave Act of 1993, teachers may take an unpaid leave of absence of up to twelve (12) weeks for the following purposes:

   (1) for the care of the teacher's child (birth, placement for adoption, or placement for foster care);

   (2) for the care of the teacher's spouse, son or daughter, or parent, who had a serious health condition; or

   (3) for a serious health condition that makes the teacher unable to perform his/her job.

Accrued paid leave including sick leave, personal leave and sick bank days shall be used concurrently with FMLA time off, when available.

b. During FMLA leave, the teacher shall suffer no loss of tenure, seniority, or any other rights enjoyed by the teacher.

c. The Board shall continue paying for all health insurance benefits the teacher receives at the same level as prior to the leave.

d. Except in case of emergency, defined as an event occurring within twenty-four (24) hours of the start of the requested leave, the teacher shall give reasonable notice of the intent to take such a leave.

ARTICLE VIII

Due Process

8.1 No teacher shall be discharged or suspended without pay without just cause. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged or suspended without pay, he shall be reinstated with full reimbursement of all professional compensation lost.

a. Nonpermanent teachers shall be notified of contract non-renewal in accordance with I.C. 20-6.1-4-14. They shall be entitled to the procedural and substantive due process rights set forth in I.C. 20-6.1-4-14. They shall be entitled to a due process hearing with the Board of School Trustees, but they shall not have the right to pursue a non-renewal of contract to arbitration under the grievance procedure.

b. Semi-permanent and permanent teachers shall be notified of the contemplated cancellation of their indefinite contract in accordance with I.C. 20-6.1-4-11. A teacher may request a due process hearing before the Board of School Trustees in accordance with I.C. 20-6.1-4-11 or he may request arbitration under the grievance procedure with initiation of the grievance at Stage III, the arbitration step. If the teacher elects to request arbitration,
he must notify the superintendent of his intent to do so, using the Stage III Notice of Intent to Arbitrate Form (See Appendix G), no less than ten (10) days prior to the date set for the consideration of the cancellation of his contract.

c. The election of remedy and procedure set forth in paragraph (b) above shall also apply in an instance where the School Corporation is contemplating the possible suspension of a teacher pursuant to I.C. 20-6.1-5-15.

8.2 The teacher shall be notified in advance of any meeting to discuss possible disciplinary action and shall have the right to be accompanied by a representative(s) of the Association at any such meeting.

ARTICLE IX
Teacher Evaluation

9.1 The evaluation of the work of all teachers is the responsibility of the superintendent and the administrator most directly responsible for the teacher's work performance.

9.2 All monitoring or observance of the work performance of a teacher shall be done openly.

9.3 Written evaluation of all teachers shall be based on in-class observations of a minimum of thirty (30) minutes each and other school related activities pertaining to all criteria deemed valid by the Association and the Board. Written evaluation shall be completed at least one (1) time every third year for permanent teachers, at least one (1) time each year for semi-permanent teachers, and at least two (2) times per year for non-permanent teachers. Before any teacher is recommended for termination because of incompetency or a substantial inability to perform teaching duties as listed in I.C. 20-6.1-4-14(i)(2), I.C. 20-6.1-4-10.5(a)(4), and I.C. 20-6.1-4-10(a)(4), he/she shall have been evaluated more than the above number of times. All non-permanent teachers must be evaluated in writing at least one (1) time each year prior to November 30. The required number of evaluations must be completed in writing prior to March 30.

9.4 If a teacher desires an additional visitation by the evaluator, such visitation for the purpose of formal evaluation shall be made.

9.5 Any written evaluation shall be recorded on the evaluation form (Appendix D) mutually agreed to by the Association and the Board. The written evaluation form for professional staff shall be supplemented with a statement covering any additional points and noting any characteristics or abilities that particularly qualify or weaken the individual in work performance. At a mutually agreed upon time after the observation, a discussion to review the evaluation shall take place. After a discussion of the evaluation, a copy shall be given to the teacher within a reasonable length of time. The teacher shall review the evaluation form and then sign each page, unless the teacher feels a second conference is necessary. If a second conference is requested within a reasonable length of time, the teacher shall sign the evaluation immediately after the second conference and a second copy shall be placed in the teacher's file.

9.6 All teacher files shall be maintained under the following circumstances:

a. Upon request by the teacher, he shall be given prompt access to the contents of his file.
b. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his files unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he has read such materials by affixing his signature and the date on the actual copy to be filed with the understanding that such signature does not necessarily indicate agreement with its content.

c. The teacher shall have the right to answer any material filed and his answer shall be reviewed by the superintendent and attached to the file copy. The administration shall not add additional materials or comments related to the teacher's response without also supplying the teacher with a copy of the submission to his/her file. The teacher can respond to any such submission and the Administration can respond to anything the teacher adds to the file as many times as each deems necessary.

d. Any formal grievance on behalf of a teacher shall not be placed in the teacher's file or become a part of any file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

9.7 Any formal reprimanding, warning, or disciplining of a teacher for any infractions of rules or delinquency in professional performance shall be issued in a professional manner. No teacher shall be reprimanded in front of students, other teachers, or parents. A teacher shall be entitled to have present a representative(s) of the Association when such action is being taken. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present.

9.8 Every three (3) years, a committee consisting of four (4) teachers, three (3) administrators, and one (1) School Board member shall meet with the purpose being to review and revise the form by which teachers are evaluated. The Association shall have the right to appoint the teachers who serve on the committee. The evaluation committee shall make recommendations to the School Board for approval.

ARTICLE X
Teacher's Rights

10.1 The parties agree to meet at mutually accepted times and places, not less often than monthly, to discuss the subjects enumerated in Title 20, Ch. 7.5 of the Indiana Code, said subjects not being a part of this written agreement, with a view to arriving at acceptable solutions to problems arising hereunder. The Board further agrees that, in accordance with Title 20, Ch. 7.5 of the Indiana Code, it will not unilaterally change its present policies as to those subjects enumerated in Title 20, Ch. 7.5 of the Indiana Code without first discussing same with the Association. The Association agrees it will not file an unfair practice alleging a "failure to discuss" without first having given the employer notice of its intent to do so sufficient for good faith discussions to take place, in no case less than ten (10) school days notice.

10.2 School buildings will be made available for the use of the recognized teachers' organization for its meeting at times such facilities are not needed for school related functions as determined by the Employer and with the Employer and with the Employer's permission.

10.3 The Employer agrees to provide bulletin board space for the recognized teachers' organization's use in the faculty lounge or other areas frequented by teachers for posting notices and information.
10.4 The Employer agrees to permit the recognized teachers’ organization to use the interschool mail system.

10.5 For regular academic classes, the Employer agrees to employ only those teachers who hold valid teaching certificates.

10.6 Teachers authorized to use their own automobiles in pursuance of assigned school duties will be reimbursed at the rate allowed by the Internal Revenue Service (IRS).

10.7 Teachers shall have available to them the use of typing and duplicating facilities to aid them in the preparation of instructional materials. These facilities should be accessible to all teachers.

10.8 The Board agrees to provide adequate audio-visual equipment for each school. The teachers in each school shall make their audio-visual equipment needs known to the building principal, who shall submit the information to the person in charge of audio-visual equipment.

ARTICLE XI
Fringe Benefits

11.1 The employer shall, during the term of this agreement, arrange to provide Group Life Insurance for teachers in the amount of fifty thousand dollars ($50,000.00), double for accidental death, if the employee completes the necessary forms and pays the first one dollar ($1.00) per year on the premium.

11.2 The John Glenn School Board shall provide health insurance benefits for all certificated employees. Part-time employees shall receive benefits to be paid in proportion to their employment.

   a. All employees shall have the option of enrolling in a single health insurance plan including a major medical plan. The Board shall pay 70% of the total cost toward a single plan if the employee completes the necessary forms and pays the employee's share of the premium.

   b. Any employee with dependents shall have the option of enrolling in a family health insurance plan including a major medical plan. The Board shall pay 60% of the total cost toward a family plan if the employee completes the necessary forms and pays the first one dollar ($1.00) on the premium.

   c. The Board shall pay an additional five hundred dollars ($500.00) toward the cost of a single or family health insurance plan beyond the percentage payment set forth in 11.2(a) and 11.2(b).

   d. An employee with ten (10) years of service who retires at age fifty-five (55) or later may keep his single or family health insurance in effect by paying the premiums in full until the employee becomes eligible for Medicare coverage. Premiums must be paid one (1) month in advance. (If retiree has at least sixteen (16) years of service in the John Glenn School Corporation, refer to Article 12.3 of this agreement for the description of benefits).

   e. This plan is consistent with and complies with the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986.
11.3 The John Glenn School Board shall provide full payment, except for one dollar ($1.00) to be paid by the employee, for a Long Term Disability Income Policy for all certified personnel with the following guidelines:

a. 90 day waiting periods for sickness and accidents

b. Maternity the same as any illness

c. 66-2/3% of salary less social security offsets paid for each person in event of disability

d. Maximum payable $7,233 per month

e. Benefits payable to age 65 and to conform with A.D.E.A.

11.4 The John Glenn School Board shall provide dental insurance benefits for all certificated employees. Part-time employees shall receive benefits to be paid in proportion to their employment.

a. All employees shall have the option of enrolling in a single dental insurance plan. The Board shall pay up to one hundred thirty-five dollars ($135.00) if the employee completes the necessary forms and pays the first one-dollar ($1.00) on the premium.

b. Any employee with dependents shall have the option of taking a family dental insurance plan. The Board shall pay up to four hundred dollars ($400.00) if the employee completes the necessary forms and pays the first one dollar ($1.00) on the premium.

11.5 The John Glenn School Board shall provide vision insurance for all certificated employees. Part-time employees shall receive benefits to be paid in proportion to their employment.

a. All employees have the option of enrolling in a single, single plus one, or family vision insurance plan. The Board shall pay up to one hundred dollars ($100) if the employee completes the necessary forms and pays the first one dollar ($1.00) on the premium.

11.6 The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. An amount not to exceed that allowed by law may be set aside by the employee for the selection of benefits including non-reimbursed medical and dependent care.

11.7 Details as to coverage of fringe benefits will be available from the master policies on file in the superintendent's office of the John Glenn School Corporation.

11.8 Any insurance and investment programs shall be selected jointly by the Board and the Association.

11.9 The Employer shall provide for payroll deductions for each employee who wishes to participate in jointly approved voluntary insurance or investment programs through the School Corporation. The board shall provide each employee the opportunity to participate in a voluntary tax-sheltered 403(b) program, consistent with the 403(b) Plan, adopted by the Board and agreed
upon by the Association. The Board and the Association agree that the plan will not be changed without agreement in bargaining.

11.10 Teachers on non-paid leave for one (1) month or longer have the option to continue any or all of the employee benefits by paying the premiums themselves to the Employer within thirty (30) days of billing date. (Those teachers on approved family leave shall adhere to article 7.7c.)

ARTICLE XII
Buyout of Separation Benefits

Section A. Modification of Separation Benefits

The parties acknowledge that through the process of collective bargaining, the Board became obligated to pay certain retirement and/or severance benefits to teachers who meet the negotiated eligibility requirements. The parties further acknowledge and agree that most, if not all of those obligations were at one time unfunded and represented a potentially serious financial burden to the Board which might have been forced to lay off teachers, curtail or eliminate programs, or both in order to meet those unfunded obligations. In keeping with the authority granted by PL 217, the Board and Association specifically reserved the authority to revise or terminate the separation benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that Article XII titled “Separation Benefits” of the prior agreement is now terminated and shall not apply to any teacher retiring or severing employment with the school corporation on or after June 1, 2008. Those teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement unless modified by this agreement.

Section B. BUYOUT OF SEVERANCE BENEFITS

Educational Services Corporation has been selected to determine the present value of the unfunded retirement benefits described in the prior agreement. In making this present value determination, Educational Services Corporation shall use the following assumptions:

1. The assumed interest rate for the purpose of determining the present value shall be four (4) percent for the first two (2) years and seven (7) percent in subsequent years.

2. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age sixty (60), or at the end of the current year if the individual attains age sixty (60) or older. If an employee continues employment after the attainment of age sixty (60), the employee continues to receive all ongoing board contributions to the VEBA, and the employee does continue to share in any future forfeitures of 401 (A) and VEBA accounts.

3. The Board’s contribution to the annual post-retirement single health insurance premium will be the present value of $1865 and family health insurance premiums will be the present value of $3723. The Board’s contribution to the annual post-retirement health insurance premium for those employees age 30 or more who were not a part of the group health insurance program at the time of this buyout will be the present value of $930.

4. Employees hired after June 30, 2002 shall not be entitled to any payment for the eliminated retirement benefits.
5. Amounts forfeited upon termination of employment because of the failure to meet applicable vesting requirements (age 55 and 16 years of service at John Glenn School Corporation, take formal retirement from John Glenn School Corporation, and qualify for full retirement from the Indiana State Teachers Retirement Fund) shall not be reinstated or recredited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee or while the employee remains on the RIF list, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.

6. The present value of the retirement plan under the prior agreement shall be calculated, effective as of April 30, 2008.

7. The money shall be deposited in each teacher’s individual account no later than October 1, 2008.

8. The UP 1994 mortality table shall be used.

9. The Sarason T-3 termination assumption table shall be used to determine the termination assumption rate.

10. The other assumptions to be used shall be as found in the Live Tool Model developed by Educational Services Corporation and as agreed to by the parties, a hard copy of the input and summary page being attached hereto.

11. To confirm the accuracy of the underlying information to be used in present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to the following information as of June 30, 2008. Educational Services shall assist in the preparation of this verification sheet for each teacher. However, the Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board within fifteen (15) days of receipt as final calculation will be prepared and the contributions hereinafter described will be commenced after such date. Corrections not returned to the Board after the fifteen (15) day period shall be disregarded.

   Using the above assumptions and the other assumptions contained on the buy out spreadsheet, the Educational Services Corporation shall prepare the present value calculations for each teacher and the contributions described hereinafter will be made.

   Errors in the data or formula found within thirty (30) days of the deposit will be corrected by re-distributions of the funds except for an amount less that one thousand dollars ($1,000). The parties agree that the maximum amount that the school corporation shall pay for the buyout under this Section B shall not exceed the sum of $729,725.

12. Buyout Contributions

   a. VEBA. The school corporation shall contribute to a voluntary employee’s beneficiary association (VEBA) as described in section 501 c (9) of the Code, that amount representing the present value of all benefits as calculated for all employees under Subsection B above. This benefit shall be deposited with the single investment vendor for the VEBA selected by the association and board. The terms and conditions for the administration and operations of the VEBA shall be as follows:
(1) The amount calculated for each employee will be invested in a separate account. For those employees who are married to another employee covered by this collective bargaining agreement and receiving health insurance buyout dollars, the amount deposited in each married employee’s account will be divided equally. Any spouse hired after June 30, 2002 will not be entitled to any payment for the eliminated retirement benefits. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.

(2) Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate VEBA account.

(3) If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee’s VEBA account shall be forfeited. Forfeited amounts shall be calculated at the end of each plan year only among the remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by Educational Services in initially determining the present value calculations. Therefore VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account.

   (i) Employees who forfeited their VEBA accounts in the same year;
   (ii) Employees who previously forfeited their VEBA accounts;
   (iii) Employees who have attained the age of sixty (60) and terminated employment in or before the year of reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of sixty (60), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

The forfeiture amounts as calculated herein shall be deposited into each individual’s account October 1 of each year.

(4) Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee, any amounts remaining in the deceased employee’s VEBA account may continue to be used to pay these premiums and expenses of the employee’s spouse and dependents. Any amounts not distributed to or for the benefit of the employee, spouse and/or dependents shall be provided as a taxable cash benefit to a named beneficiary. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

(5) The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

   a. Ongoing Contributions

   The board agrees to maintain its existing qualified 401 (A) Plan as contained in the previous collective bargaining agreement. However, the parties agree to suspend any future contributions to that 401 (A) plan as of June 30, 2008 until such time as they may mutually agree to resume said contributions. Commencing with the 2008-2009 school year
and continuing each year thereafter, the board shall contribute 1.25 percent to a qualified VEBA plan. Board contributions shall be based upon the teacher’s salary as set forth in Appendix A, Appendix AA, and Appendix B, and Appendix C of each school year with said contributions being deposited on a monthly basis.

Vesting in the 401 (A) Plan and VEBA Plan shall be as follows: At least five (5) years of consecutive years of teaching service in the school corporation from time of hire, but less than seven (7) years at thirty-three and one-third percent (33 1/3%); at least seven (7) years but less than ten (10) years at sixty-six and two thirds (66 2/3%); ten (10) years or greater at one hundred percent (100%). All amounts in which the teacher is not vested become property of the school corporation if the teacher leaves prior to being vested.

b. Notification of separation
A teacher eligible for separation pay as defined in this Article must notify the superintendent in writing not later than July 1, 2008 of his intent to separate from the John Glenn School Corporation at the end of the current school year. If the teacher is unexpectedly forced to separate due to ill health, accident, or other unforeseen events not the fault and beyond the control of the Teacher, the Board will waive the requirement of the notification date.

In subsequent years a teacher eligible for separation pay as defined in this article must notify the superintendent in writing not later than April 1 of his intent to separate from John Glenn School Corporation at the end of the current school year. If the teacher is unexpectedly forced to separate due to ill health, accident or other unforeseen events not the fault and beyond the control of the teacher, the Board will waive the requirements of the notification date.
ARTICLE XIII
Salaries

13.1 Salaries paid to teachers shall be those set out in the Salary Schedule for teachers attached as Appendix A. The School Corporation shall pay directly to the Indiana State Teachers Retirement Fund the teachers' three percent (3%) contribution to the fund.

13.2 Insofar as qualification for changes in salary classification is concerned, the Employer reserves the right to require proof when a question arises regarding acceptable graduate credit. Current licenses and transcripts are to be recorded in the office of the superintendent.

13.3 Teachers shall receive their salaries every other week on a twenty-six (26) pay period basis.

13.4 Association Dues and Representation Fee

   a. No later than ten school days prior to the first payday in October, the Association shall deliver to the Employer the names of teachers who authorized payroll deduction of Association dues or representation fees and the amounts so authorized. The employer shall deduct such sum in fourteen (14) equal payments, starting with the first paycheck in October. The authorization of 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 July 15. Teachers hired after the payroll deduction procedure has been initiated who desire to join the Association will pay their dues directly to the Association. Teachers who choose not to sign an authorization form or who revoke an executed form have a continuing enforceable obligation to pay the representation fee directly to the Association. This continuing authorization shall permit changes in the amount of dues adopted by the respective governing bodies of the Association. It shall be the responsibility of the Association to collect any remaining dues unpaid if a teacher leaves employment of the corporation prior to the completion of fourteen (14) dues deductions unless the teacher has authorized such deductions of such unpaid dues.

   b. Representation Fee

      (1) All teachers who are not members of the Association shall have an obligation to pay a representation fee to the Association in an amount equal to the membership dues of the Association, including the Indiana State Teachers Association and the National Education Association. This obligation applies to persons who became members of the bargaining unit during the duration of this agreement, on temporary contracts or otherwise, as well as to persons who are members of the bargaining unit on the effective date of this agreement.

      (2) No teacher shall be required to join the Association, but membership in the Association shall be available to all teachers who apply, consistent with the Association's constitution and bylaws.

      (3) The Association recognizes that no teacher should be forced to contribute financial support to political or ideological activities of the Association unrelated to collective bargaining, contract administration, and grievance adjustment or unrelated to its duties as exclusive bargaining representative.
Therefore, the Association agrees that any person who objects to paying for such activities is entitled to pay a reduced representation fee for objectors.

c. The Association agrees to indemnify and hold the Employer harmless against any liability which may arise by reason of any action taken by the Board in good faith compliance with the provisions of this Article. If the Association so requests in writing, the Employer will permit the Association to assume full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense. The Employer shall have the right to be represented by counsel of its own choice at its own expense.

13.5 If any such dues and/or fees are deducted by the Employer from the pay of any teacher and turned over to the Association and the teacher does not owe the same, the Association shall refund the employee in full and the Employer shall not be liable for any refund. Further, the Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of action taken or not taken by the Employer in reliance upon the list of teachers who authorized payroll deduction furnished to the Employer by the Association. Dues deducted shall be paid to the Association on a monthly basis with such payment to be made within five (5) days following the last payroll of each month in which dues are deducted.

13.6 The Employer will continue to make deductions from paychecks for tax-sheltered annuities, credit union, and insurance upon receiving written authorization from teachers.

13.7 Adjustments to higher salary scales shall be presented to the superintendent two (2) times each year. Credit hours toward the higher salary scale must be completed before the beginning of each semester. Open periods to record credit shall extend thirty (30) days beyond the beginning of either school semester and pay adjustments shall be retroactive to the beginning of the same semester.

13.8 Any newly employed teacher shall be placed on the salary schedule according to recognized experience, but no year beyond five (5) will be recognized. When a teacher fills an extra curricular position or teaches in an area of limited supply as defined by the administration, at the discretion of the administration, additional years may be recognized at the rate of one year for every two years of public school experience or one year for every three years of private school experience to a maximum of fifteen (15) years of experience. This provision expires on August 14, 2014.

a. The following shall apply only to those people holding an Occupational Specialist certification.

(1) Occupational work experience shall be defined as full time employment in a skilled trade or industry in which employment would be within and a part of the subject areas assigned to an Occupational Specialist as part of said teacher's regular assignment.

(2) Occupational work experience may be submitted by a teacher for salary placement purposes provided that said experience is certified in writing by the private or public sector employer, and further provided that the request is submitted prior to initial employment with the board, and further provided that the experience is approved and accepted by the employer for salary placement purposes.
(3) Each two (2) year increment of approved occupational work experience will be the equivalent of one (1) year of experience on the Bachelor's Salary schedule.

13.9 The Board agrees to negotiate all extended contracts for members of the bargaining unit with the Association.

13.10 The Board agrees that persons hired for extracurricular duties shall be paid the amount specified in the contract for those duties.

13.11 While all extracurricular positions are voluntary, the Association and the Board shall encourage teachers to hold extracurricular duties as a part of their professional responsibilities.

13.12 Salary for a teacher's extended contract shall be calculated by dividing the teacher's base contract salary dollars by his base contract number of days to derive a daily rate. Hourly rate shall be derived by dividing the daily rate by six (6) hours. The appropriate daily or hourly rate multiplied by the appropriate number of days or hours of extended contract shall determine the teacher's extended contract salary amount.

13.13 Teachers participating in special grant programs beyond their regular pay shall be reimbursed as follows:

   a. Training or in-service shall be paid at the rate of eighteen dollars ($18.00) per hour effective with the 2008-2009 school year.

   b. In situations where a grant limits the payment of stipends to less than the hourly rate, the amount of the stipend shall be mutually agreed upon by the Association and the superintendent. Such agreement shall be reached through the discussion process in accordance with Article 10.1. Grant applications must be signed by the JGEA president and superintendent prior to submission.

13.14 Teachers who are under contract for a period spanning at least one hundred twenty (120) school days in one school year shall receive an increment on the salary schedule.

13.15 Teachers who have completed thirty-six (36) graduate credit hours after receiving their Indiana teaching certification in their subject field or area of responsibility shall be placed at their appropriate experience level on the Master's column. Eligibility for compensation under the provisions of the Master's plus twelve (12) hours and Master's plus twenty-four (24) hours columns shall be subject to the following conditions:

   a. Additional training shall consist of graduate hours accumulated after placement on the Master's column from accredited institutions of higher learning in the subject field or area of responsibility to which the staff member is assigned.

   b. Additional training in the fields other than the staff member's subject field or area of responsibility or at the undergraduate level shall have the prior approval of the superintendent.

13.16 The Board retains the right, from time to time after discussion with the Association, to create additional positions on the Extracurricular Salary Schedule as it deems appropriate. In
the event a position is created, the Board shall have the right to make an initial assignment of the position or positions to the Extracurricular Salary Schedule. In such event, however, the final placement of the position(s) on the Extracurricular Salary Schedule shall be negotiated by the parties.

13.17 Teachers who drive school corporation buses to extracurricular events shall be paid at the same rate as school bus drivers.

13.18 Assignments to teach adult education classes for credit will be made on the basis of preference to teachers with regular licenses currently employed during the school year by the John Glenn School Corporation.

a. Certified teachers teaching continuing education classes (non-credit classes) will be paid $25.00 per hour or 80% of the tuition, whichever is greater.

b. Non-certified personnel teaching adult continuing education classes (non-credit classes) will be paid according to enrollment.

13.19 Any teacher in the bargaining unit covered by this agreement who is certified by the National Board for Professional Teaching Standards shall be properly placed on the salary schedule based upon his years of teaching experience and training. That individual shall receive an additional stipend of one thousand dollars ($1,000) each year above the salary established by the proper placement on the salary schedule for that individual.

13.20 Any certified teacher who serves as a mentor for a first year or beginning teacher shall receive a six hundred dollar ($600.00) stipend for each teacher mentored, with a maximum of two beginning teachers per mentoring teacher, per school year. If and when the State of Indiana provides a stipend for mentors, the designated amount and payment shall be made by the State of Indiana, not the John Glenn School Corporation. In no case shall a mentor receive less than six hundred dollars ($600.00) per beginning teacher mentored.

ARTICLE XIV
RIF Procedure

In the event of a condition necessitating a reduction in the number of teachers employed by the School Board, and the conditions cannot be remedied by normal attrition, voluntary resignation, or leaves of absence, the following procedure shall be followed:

14.1 Proposed reductions in the number of teaching positions shall be discussed with the Association.

14.2 The indefinite contract of a permanent teacher shall not be cancelled because of a reduction in force if he is qualified to teach in a position held by a semi-permanent or non-permanent teacher. The indefinite contract of a semi-permanent teacher shall not be cancelled because of a reduction in force if he is qualified to teach in a position held by a non-permanent teacher.

14.3 The non-renewal or cancellation of the regular teacher's contract, due to reduction in force, shall be determined solely on the following criteria:

a. Qualifications (Certification shall be defined as that held by teachers on March 1 of the school year at the end of which action is to be taken regarding a reduction in force.)
b. Length of teaching experience in the School Corporation (not necessarily continuous). When two or more teachers have the same length of service, the teacher that signed his individual contract with the School Corporation on the earliest date shall be considered senior.

c. Quality of teaching performance (Based upon teacher evaluation forms compiled over the past three (3) school years.) In the event that seniority and certification are equal, only then shall the quality of teaching performance become a decision-making factor.

14.4 One corporation-wide certification seniority list shall be established. This list shall contain the names and dates of signing initial contracts and all areas of certification for all teachers, including teachers on official leave of absence. The initial certification-seniority list, based on years of service with the corporation as of June 30, 1981, shall be posted in each faculty lounge and made available to each teacher who requests a copy thereof. Teachers shall have a period of forty-five (45) days from the time the list is posted to file exceptions to their placement on the certification-seniority list with the superintendent of the John Glenn School Corporation. No exception shall be entertained which has not been filed within this time period. This list shall be kept updated and posted annually.

14.5 Non-permanent teachers who are dismissed, due to RIF, shall be placed on a recall list for twenty-seven (27) months, after which time they will have no recall rights. Semi-permanent and permanent teachers who are dismissed, due to RIF, shall be placed on a recall list for thirty-nine (39) months, after which time they will have no recall rights.

14.6 Teachers on the recall list shall be recalled for employment in reverse order of their layoff based on the criteria in Section 14.3. Non-permanent teachers who have been laid off due to RIF shall be considered for re-employment before a vacancy is filled.

14.7 Teachers being recalled shall receive credit for all unused sick leave days and shall retain their years of seniority on the corporation-wide certification-seniority list to which they were entitled at the time of their layoff.

14.8 It shall be the duty and responsibility of teachers on the recall list to inform the superintendent in writing of change of address and phone where they can be contacted. The appropriate teacher shall be notified by certified mail of any vacancy(s) for which he/she qualifies. Failure of the teacher to accept the offer or contact the superintendent's office within ten (10) days of the certified postmark date shall result in removal of his/her name from the recall list. Notwithstanding the foregoing provision, the ten (10) day period shall not apply to vacancies occurring on or after August 1.

ARTICLE XV
Vacancy & Transfer

15.1 In general, the transfer in assignment of teachers to positions in the schools, departments, and extra duty schedule positions shall be the authority of the employer. In all cases, except transfers necessitated by a reduction in force, the quality of the educational program will be the primary consideration in the employer's decision.

15.2 All vacancies in present positions or newly created positions, including extracurricular positions, shall be posted by the superintendent or designee as soon as reasonably
possible after such vacancy is declared. Such notices shall be posted in the offices and faculty rooms of all school buildings for no less than one week prior to filling of the vacancy on a permanent basis. Any such vacancy occurring after the close of the regular school year need be posted only in the central administration office. Vacancy notices shall include a brief job description, effective date of vacancy, kind of license necessary, the information concerning the securing and the deadline for filing of the application.

15.3 A teacher who desires a change in grade and/or subject assignment, or who desires to transfer to another building, shall file a written statement of such desire with the building principal and superintendent each year. A teacher who has filed such statement and who has requested in writing that he/she be notified in writing, shall be informed if a position becomes available during the same school year, and until the first day of the following school year. Any teacher filing such notice shall be given due consideration for the vacancy.

15.4 Notwithstanding any other provisions in this article, the employer may employ a teacher on a temporary basis prior to the filling of any vacancy.
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is voluntarily executed by and between the Board of School Trustees of the John Glenn School Corporation ("JGSC") and the John Glenn Education Association on behalf of itself and the employees it represents ("JGEA") (collectively the "Parties").

The Parties agree as follows:

1. To increase by one percent the amount JGSC will contribute to teachers' qualified VEBA plans. As a result, the Board will contribute 1.25 percent of a teacher's salary, as set forth in the Salary Schedules in Appendix A, Appendix AA, Appendix B, and Appendix C of the collective bargaining agreement and as modified by this Memorandum of Understanding, to a qualified VEBA plan. This increase will become effective at the beginning of the 2011-2012 school year. The remaining provisions in Article XII, Section B, 12, a, (5a) of the collective bargaining agreement shall remain the same.

2. All other items previously agreed upon in the Memorandum of Understanding signed and dated April 7, 2010, will remain in effect until August 14, 2012. The only change from the previous Memorandum of Understanding will be item number one, above.

3. This Memorandum of Understanding shall be considered an extension to the Master Contract and shall be enforced by the grievance procedures set forth in the Collective Bargaining Agreement should a dispute arise.

4. This Memorandum of Understanding shall expire on August 14, 2012.

Date: March 19, 2011

JOHN GLENN EDUCATION ASSOCIATION

By: [Signature]
Its: President

BOARD OF SCHOOL TRUSTEES OF THE JOHN GLENN SCHOOL CORPORATION

By: [Signature]
Its: School Board President
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### Appendix AA

**JOHN GLENN SCHOOL CORPORATION**  
**Extended Contracts**  
**2011-2012**

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<th>POSITION</th>
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<td>NLES - Guidance Counselor</td>
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<td>WES - Guidance Counselor</td>
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<td>JGHS - Building Trades</td>
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<td>JGHS - Industrial Technology</td>
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<td>Title I Coordinator</td>
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**Note:** Employees holding extended contracts at the end of the 2001-2002 school year shall continue to receive the designated amount of days provided in the 1999-2001 Master Contract agreement until their employment in that assignment with the school corporation has been terminated.

**Effective with the second year of the 2007-2009 Master Contract,** the JGHS ICE Coordinator’s position shall be ten (10) days, and the JGHS and UMS Industrial Technology positions shall each be four (4) days. The number of days allotted under the 1999-2001 Master Contract shall no longer pertain to these three positions.
<table>
<thead>
<tr>
<th>SCHOOL/ACTIVITY</th>
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<th>Yrs (4-6)</th>
<th>Yrs 7+</th>
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<td>5,298</td>
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<td>2,648</td>
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<td>1,922</td>
<td>2,019</td>
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<tr>
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<td>3rd Quarter</td>
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<td>Academic Competitions Coordinator</td>
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<td>(135 Hrs. - 90 hrs. Academic &amp; 45 hrs. Spell Bowl)</td>
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<td>124</td>
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<td>pay for teachers in more than one department will be prorated.)</td>
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**MIDDLE SCHOOL**

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<th>3rd Quarter</th>
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<td>1,095</td>
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<td>*Boys 8th Grade Basketball A Team</td>
<td>1,024</td>
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<td>*Boys 8th Grade Basketball B Team</td>
<td>659</td>
<td>692</td>
<td>727</td>
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<td>*Boys 7th Grade Basketball A Team</td>
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<td>1,076</td>
<td>1,129</td>
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<td>*Boys 7th Grade Basketball B Team</td>
<td>659</td>
<td>692</td>
<td>727</td>
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<tr>
<td>*Girls 8th Grade Basketball A Team</td>
<td>1,024</td>
<td>1,076</td>
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<td>*Girls 8th Grade Basketball B Team</td>
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<td>692</td>
<td>727</td>
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<tr>
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<td>832</td>
<td>874</td>
<td>918</td>
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<tr>
<td>Girls Track</td>
<td>832</td>
<td>874</td>
<td>918</td>
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<tr>
<td>Assistant Track (2) (if numbers warrant)</td>
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<td>437</td>
<td>458</td>
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<tr>
<td>Wrestling</td>
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<td>Wrestling Assistant</td>
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<td>461</td>
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<tr>
<td>Golf</td>
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<td>707</td>
<td>742</td>
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<td>Assistant Golf</td>
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<tr>
<td>*Girls 8th Grade A-Team Volleyball</td>
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<td>707</td>
<td>742</td>
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<td>354</td>
<td>373</td>
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<td>2023-03-01</td>
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<td>*Girls 7th Grade A-Team Volleyball</td>
<td>673</td>
<td>707</td>
<td>742</td>
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<tr>
<td>Girls 7th B-Team Volleyball</td>
<td>337</td>
<td>354</td>
<td>373</td>
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<td>Voyager Club Sponsor</td>
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<td>636</td>
<td>669</td>
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<tr>
<td>Hoosier Spell Bowl Coordinator</td>
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<td>135</td>
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<td>Academic Competitions Coordinator</td>
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<td>Academic Competitions Instructional BUDGET</td>
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<td>(120 Hrs. - 75 hrs. Academic &amp; 45 hrs. Spell Bowl)</td>
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<td>Vocal Music</td>
<td>737</td>
<td>773</td>
<td>812</td>
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<tr>
<td>Director of Instrumental Music</td>
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<td>773</td>
<td>812</td>
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<td>Cheerleader Sponsor Fall</td>
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<td>Cheerleader Sponsor Winter</td>
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<td>Yearbook</td>
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<td>Student Council</td>
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<td>Team Leader(per person supervised-including team leader, pay/teachers on more than one team-prorated)</td>
<td>118</td>
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<td>Cross Country</td>
<td>832</td>
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<tr>
<td>Intramural Sports</td>
<td>543</td>
<td>571</td>
<td>599</td>
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<td>SADD Sponsor</td>
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<td>269</td>
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<tr>
<td>Web Master</td>
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<td>346</td>
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<td>Chess Coach</td>
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<td>Director Dramatic Productions</td>
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<tr>
<td>National Junior Honor Society</td>
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* If numbers of participants warrant, the Board may appoint a third coach at the same salary in the sport.

**ELEMENTARY**

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<th>Activity</th>
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<th>2023-02-01</th>
<th>2023-03-01</th>
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<td>*Girls Intramural Sports (2)</td>
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<td>571</td>
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<tr>
<td>Activity</td>
<td>A Team</td>
<td>B Team</td>
<td>C Team</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
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<td>--------</td>
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<tr>
<td>Boys 6th Grade Basketball (2) (A Team)</td>
<td>770</td>
<td>809</td>
<td>849</td>
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<tr>
<td>Boys 6th Grade Basketball (2) (B Team)</td>
<td>412</td>
<td>432</td>
<td>454</td>
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<tr>
<td>Boys 5th Grade Basketball (2) (A Team)</td>
<td>770</td>
<td>809</td>
<td>849</td>
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<tr>
<td>Boys 5th Grade Basketball (2) (B Team)</td>
<td>412</td>
<td>432</td>
<td>454</td>
</tr>
<tr>
<td>Girls 6th Grade Basketball (2) (A Team)</td>
<td>770</td>
<td>809</td>
<td>849</td>
</tr>
<tr>
<td>Girls 6th Grade Basketball (2) (B Team)</td>
<td>412</td>
<td>432</td>
<td>454</td>
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<tr>
<td>Girls 5th Grade Basketball (2) (A Team)</td>
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<tr>
<td>Girls 5th Grade Basketball (2) (B Team)</td>
<td>412</td>
<td>432</td>
<td>454</td>
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<td>5th and 6th Grade Cheerleader Sponsors (4)</td>
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<td>571</td>
<td>599</td>
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<td>Elementary Volleyball (2)</td>
<td>413</td>
<td>432</td>
<td>455</td>
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<td>Hoosier Spell Bowl Coordinator (2)</td>
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<td>Math Bowl (2)</td>
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<td>Spanish Club (2)</td>
<td>256</td>
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<tr>
<td>Gifted/Talented Art (2)</td>
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<td>269</td>
<td>282</td>
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<tr>
<td>Web Master (2)</td>
<td>329</td>
<td>346</td>
<td>363</td>
</tr>
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<td>Choir (2)</td>
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<td>438</td>
<td>461</td>
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<tr>
<td>General Music Performances (2)</td>
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<td>438</td>
<td>461</td>
</tr>
<tr>
<td>Gifted/Talented Coordinator</td>
<td>967</td>
<td>1,015</td>
<td>1,066</td>
</tr>
</tbody>
</table>

**Student Council**

| Team Leader (2/bldg) 1 Intermediate & 1 Primary                         | 257    | 269    | 281    |

* If numbers of participants warrant, the Board may appoint a third coach at the same salary in the sport.

**Professional Growth/Staff Recognition**

- Committee: Teacher/administration/ Board Member to set criteria
- Committee of 60/40 teacher/administration to award money
- Such money will not be distributed until the JGEA & School Board mutually agree to a plan of action for implementation

Definition of Experience: Experience in coaching the sport or sponsoring the activity, at any school corporation.
APPENDIX C
SUMMER EMPLOYMENT FOR CERTIFIED EMPLOYEES
2011-2012

1. Summer School Teaching - Remedial, Enrichment, Computer and Credit Classes
   A. Salary: Hourly rate as per salary schedule.

2. Driver Education (Auto or Motorcycle)
   A. No credit for course
   B. Director: 20 hours
   C. Salary Per Hour: $ 31.68

3. High School Band Director and Assistant High School Band Director
   A. Band Camp - 5 days - Daily rate as per salary schedule.
   B. Position: Plan and implement a schedule of music practices and activities for instrumental music on a daily basis for a period of eight weeks. Plan and participate in various summer music contests, parades, socials, etc., as deemed educationally beneficial by the activity supervisor and the John Glenn administrative officers.
   C. Band Director Salary $ 5,899
   D. Assistant Band Director salary $ 3,540

4. Instructional Recreation
   A. 60 hours of Tennis Clinic $ 1,286
   B. Boys Evening Recreation/Basketball $ 1,286
      1. Three nights a week for eight weeks
      2. Time: 6:00 - 8:30 p.m.
   C. Girls Evening Recreation/Basketball $ 1,286
      1. Three nights a week for eight weeks
      2. Time: 6:00 - 8:30 p.m.
   D. Girls Evening Recreation/Volleyball (60 hours) $ 1,286

5. Basketball Clinic and Summer Baseball
   A. Boys Basketball Clinic $ 643
      1. 10 Days
      2. Three hours a day
   B. Girls Basketball Clinic $ 643
      1. 10 Days
      2. Three hours a day
   C. Summer Varsity Baseball $ 1,286
      1. June 1 to July 16
   D. 13 - 15 Year Old Baseball $ 1,286
      1. June 1 - July 16

6. Weight Training Salary $ 1,286
   1. Three nights a week for eight weeks
   2. Time: 6:00 - 8:30 p.m.

7. Football Clinic Salary $ 643
   1. 10 Days
   2. Two hours a day

8. Girls Volleyball Clinic Salary $ 643
   1. 10 Days
   2. Three hours a day

9 Boys & Girls Soccer Clinic $ 643
   1. 10 Days
   2. Three hours a day
APPENDIX D

JOHN GLENN SCHOOL CORPORATION

IMPROVING TEACHING PERFORMANCE THROUGH COOPERATIVE APPRAISAL

I. Philosophy, Objectives, Outcomes, Instructions

A. Philosophy

We believe that –

...any evaluation to be effective must motivate self-improvements and be the result of a cooperative effort on the part of the evaluatee and evaluator.

...to insure this process be a joint effort, the person being evaluated must have the right to dissent from the evaluator’s judgement.

...the main purpose of the evaluation is to improve areas of individual teacher effectiveness.

...performance guidelines or standards be established to aid in the evaluation.

B. Objectives

The evaluation process shall –

...Clarify the performance expectations of the individual, i.e., make duties and responsibilities more clear.

...Establish both short and long-term goals.

...Make evaluation relevant to on-going job performances.

...Formulate plans for both the evaluatee and evaluator to follow up on “target” achievement.

...Assess results of job performance both by means of self-appraisal and evaluation by the evaluator.

...Conduct a formal evaluation conference and keep accurate records of conferences and class visitations.

...Establish appropriate ways for follow-up of actions needed for further improvement.

...Assess the effectiveness of the evaluation process periodically; revise it as necessary.
C. Outcomes

The Program of Evaluation shall –

...Provide a basis for sound administrative decisions regarding reemployment, placement, the granting of tenure and promotions.

...Lead to more effective utilization of the skills and abilities of the teacher.

...Lead to improvements in the learning environment for pupils.

D. Instructions

The evaluatee and evaluator shall –

...Complete the pre-conference form by October 15 of the current school year.

...Complete the post-conference form after April 15 of the current school year as a follow-up to goal setting, evaluation, and assessment of progress.

...Complete the appropriate (teacher, counselor, or librarian) observation form (pages A, B, C, and D) for each formal, written evaluation as per the JGSC/JGEA Master Agreement, Article IV.

...Recognize that any items marked "need for improvement" shall be commented on by the evaluator.

...Complete all appropriate blanks of all forms and shall initial or sign and date all pages of the evaluation form.
JOHN GLENN SCHOOL CORPORATION

Pre-conference Form

Faculty Member ______________________ Administrator ______________________

This form shall be completed by the faculty member and administrator by October 15 of the
current school year. List below goals that you would like to accomplish during this school year, for
example: instructional skills, classroom management, teacher-student relationship, professionalism,
school and community activities.

Faculty Member's Goals:

Administrator’s Comments:

Faculty Member's Comments:

Faculty Member’s Signature ______________________

Administrator’s Signature ______________________

Date ______________________

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JOHN GLENN SCHOOL CORPORATION

Post-Conference Form

Faculty Member ___________________________ Administrator ___________________________

This form shall be completed by the faculty member and administrator after April 15 of the current school year. This form shall be a follow-up to the pre-conference form as well as a forum for any additional comments about other goals developed throughout the school year.

Administrator's Comments:

Faculty Member's Comments:

Faculty Member's Signature ___________________________

Administrator's Signature ___________________________

Date ___________________________
JOHN GLENN SCHOOL CORPORATION

Counselor Observation Form

Counselor ________________________________ Date __________

Administrator ________________________________

A. Counseling Skills

1. Initiates counseling sessions with students who exhibit behaviors which suggest counseling is needed (e.g., declining academic achievement, anti-social behavior, disciplinary problems, etc.).
2. Encourages students to develop their decision-making skills to solve problems instead of telling students what to do.
3. Brings students together with other students, parents, and/or teachers when such group conferences seem beneficial.
4. Accepts referrals of students from teachers, administrators, and/or parents and gives constructive feedback with suggestions for intervention to the referral source.
5. Interprets the permanent records of students (standardized tests, psychological evaluations, etc.) when appropriate.
6. Develops and maintains guidance services in an accurate and organized manner (e.g., scheduling, permanent records, testing programs, etc.).
7. Maintains appropriate confidentiality with personal information about a student or family situation.
8. Refers students to a community agency when appropriate (e.g., lack of counseling skill in an area, suspected child abuse, need for extensive counseling, etc.).

Unmarked items indicate satisfactory performance.

Items ________________________________ indicate outstanding performance.

Items ________________________________ indicate a need for improvement.

Administrator's Comments:

Counselor's Comments:

Initials: ________________________________ Counselor

Administrator ____________________________ Date ____________________________
B. **Management General Counseling**

1. Provides academic, career, and personal counseling services.
2. Is easily accessible for counseling services.
3. Assists in curriculum development by giving input about student needs.
4. Provides consultation services to teachers, administrators, and parents.
5. Updates students, teachers, administrators, and parents about educational information and counseling services through orientation programs, newsletters, individual conferences, etc.

Unmarked items indicate satisfactory performance.

Items______________________________ indicate outstanding performance.

Items______________________________ indicate a need for improvement.

Administrator's Comments:

Counselor's Comments:

Initials: ____________________________ Counselor ____________________________ Administrator ____________________________ Date ____________________________
C. Student-Counselor Relationship

1. Accepts responsibility for good control of pupils under his/her supervision and maintains his/her leadership role at all times.
2. Emphasizes the development of positive reinforcement, as well as constructive criticism.
3. Treats students with the respect and courtesy which he/she, in turn, expects from them.
4. Attempts to involve all students in guidance and counseling services.

Unmarked items indicate satisfactory performance.

Items ___________________________________________________________________ indicate outstanding performance.

Items ___________________________________________________________________ indicate outstanding performance.

Administrator's Comments:

Counselor's Comments:

Initials: __________________________ Counselor __________________________ Administrator __________________________ Date __________________________
JOHN GLENN SCHOOL CORPORATION

Teacher Observation Form

Teacher ___________________________ Date __________ Activity or Subject __________________

Administrator ______________________ Time Entered __________ Departed __________

A. Instructional Skills

1. Established and adheres to curriculum guides, lesson plans, and class goals that are consistent with school corporation and building policy.
2. Presents lessons in an enthusiastic and creative manner which stimulates students to participate.
3. Demonstrates the ability to use supplementary materials and ideas to expand assigned text.
4. Clarifies objectives of the lesson or activity to students.
5. Uses a variety of instructional techniques and materials geared to meet the different educational needs of students.
6. Provides opportunity for student/teacher and student/student class interaction.
7. Makes clear and concrete explanations and assignments that are reasonable for the level of the student.
8. Uses effective gestures, eye contact, articulations, and voice modulation.
9. Shows an awareness of student's auditory ability by using vocabulary on their level.
10. Uses questioning techniques that involve questions with multiple answers, are thought-provoking, require evidence and inferential response.
11. Incorporates and accepts student's ideas when practical.
12. Keeps the flow of discussion on the topic being discussed.

Unmarked items indicate satisfactory performance.

Items __________________________________________ indicate outstanding performance.

Items __________________________________________ indicate a need for improvement.

Administrator's Comments:

Teacher's Comments:

_____________________________  ______________________  ______________________
Initials:  Teacher  Administrator  Date
B. General Classroom Management

1. Provides a classroom environment conducive to learning through an effective discipline plan.
2. Establishes appropriate noise level for learning task at hand.
3. Demonstrates ability to handle unusual responses and to accept and adapt to change.
4. Is present in classroom prior to arrival of pupils and is prepared to begin activities promptly.
5. Demonstrates effective use of classroom supplies, materials, and equipment within the appropriate allotment of time.
6. Utilizes regularly appropriate lesson plans or curriculum guide which a substitute teacher can follow if necessary.
7. Prepares the physical environment of the classroom.

Unmarked items indicate satisfactory performance.

Unmarked items indicate satisfactory performance.

Items ____________________________________________ indicate outstanding performance.

Items ____________________________________________ indicate a need for improvement.

Administrator's Comments:

Teacher's Comments:

Initials: ________________________________________ Counselor                  Administrator       Date
C. Student-Teacher Relationship

1. Accepts responsibility for good control of pupils under his/her supervision and maintains his/her leadership role at all times.
2. Emphasizes the development of positive reinforcement, as well as constructive criticism.
3. Treats students with the respect and courtesy which he/she, in turn, expects from them.
4. Attempts to involve all students in participation while simultaneously giving recognition to the contributions and efforts of individual pupils.

Unmarked items indicate satisfactory performance.

Items __________________________________________ indicate outstanding performance.

Items __________________________________________ indicate outstanding performance.

Administrator's Comments:

Counselor's Comments:

Initials: ________________________ Counselor ________________________ Administrator ________________________ Date ________________________
D. Faculty Member Professionalism

This may include, but is not limited to, the following items:

1. Seeks professional growth (through continuing education, degree(s), and educational conferences) and new ideas (through educational journals, magazines, and other sources of inquiry).
2. Shows interest in the profession, develops future plans, and shares ideas with other staff members.
3. Maintains professional appearance and poise.
4. Develops good rapport with faculty, administration, and parents.
5. Shows mutual respect toward others.
6. Uses good communication skills and judgement when interacting with teachers, administrators and parents.
7. Adapts well to changes and unexpected circumstances.
8. Recognizes students' problems and initiates steps to help resolve those problems.
9. Accepts the responsibility for the good conduct of all students on school property or at school functions.
10. Accepts additional responsibilities over and above general contractual duties.
11. Supports the programs and policies of the school.

Administrator's Comments:

Faculty Member's Comments

Faculty Member's Signature

Administrator's Signature

Date
JOHN GLENN SCHOOL CORPORATION

Librarian Observation Form

Librarian ___________________________ Date __________________________

Administrator ___________________________

A. Librarian Skills

1. Establishes and maintains a wide selection of print and nonprint materials which enrich and implement the curriculum.
2. Helps students develop skills in reading, viewing, and research.
3. Encourages teachers to preview and evaluate media for possible purchase, and welcomes their suggestions for materials to purchase.
4. Assists in the production of learning materials (transparencies, dry mounts, and audio and video tapes).
5. Encourages individual exploration and inquiry, and provides materials and facilities for research and independent
6. Circulates materials and equipment to be used when and where they are needed.
7. Assists students and teachers in locating and obtaining media best suited to their needs, and encourages them to be discriminating in their selection of materials.
8. Provides a wide variety of recreational materials to accommodate the interests and abilities of the student body.
9. Introduces students to resources within the community as well as inter-library loan and makes arrangements for use of these facilities.

Unmarked items indicate satisfactory performance.

Items ___________________________ indicate outstanding performance.

Items ___________________________ indicate a need for improvement.

Administrator's Comments:

Librarian's Comments:

Initials ___________________________ Librarian ___________________________

Administrator ___________________________ Date __________________________

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B. General Library Management

1. Catalogs, arranges and administers library and A-V material so that students and teachers can obtain and use resources when needed.
2. Maintains a library environment that encourages students and teachers to use available resources to achieve their objectives.
3. Establishes and maintains a pleasant atmosphere conducive to learning and appropriate for the activities being carried on.
4. Is present in the library when needed and is available to assist students and staff.
5. Provides and maintains suitable equipment and materials to accommodate the needs of students and teachers.

Unmarked items indicate satisfactory performance.

Items________________________________________ indicate outstanding performance.

Items________________________________________ indicate a need for improvement.

Administrator's Comments:

Librarian's Comments:

Initials

Librarian

Administrator

Date

47
C. Student-Librarian Relationship

1. Accepts responsibility for good control of pupils under his/her supervision and maintains his/her leadership role at all times.
2. Emphasizes the development of positive reinforcement, as well as constructive criticism.
3. Treats students with the respect and courtesy in which he/she in turn expects from them.
4. Attempts to involve everyone in library activities.

Unmarked items indicate satisfactory performance.

Items ________________________________ indicate outstanding performance.

Items ________________________________ indicate a need for improvement.

Administrator's Comments:

Librarian's Comments:

Initials: ____________________________ Librarian ____________________________ Administrator ____________________________ Date ____________________________

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APPENDIX E
JOHN GLENN SCHOOL CORPORATION
Walkerton, Indiana

CERTIFICATED EMPLOYEE SICK BANK ENROLLMENT FORM

I hereby voluntarily enroll in the John Glenn School Corporation's Certificated Employee Sick Leave Bank and do authorize the John Glenn School Corporation to permanently deposit two (2) of my sick leave days in the Sick Leave Bank. I do so with the following understandings:

1. My enrollment and two (2) day deposit makes me eligible to borrow from the Sick Leave Bank in the event that my own accumulated and current year's allotment of sick leave and personal leave days is completely exhausted.

2. When my employment with the John Glenn School Corporation is terminated, the days that I have deposited to the Sick Leave Bank are not returnable to me.

3. I understand that my eligibility to borrow from the Sick Leave Bank (in case my own accumulated sick leave including the current year's sick leave days is exhausted) is dependent upon my prior enrollment and deposit of two (2) days to said Sick Leave Bank. Certificated employees must enroll during the enrollment period or upon initial employment in the system.

4. I can borrow a maximum of twenty (20) days per year. In case of an emergency, additional days may be granted upon approval of the Sick Leave Bank Committee.

5. I am to repay borrowed days at the rate of five (5) per year, over a period of years, when I do return to active employment with the John Glenn School Corporation.

6. In the event of my death, my estate is not charged with days I owe to the Sick Leave Bank.

7. A statement by one or more doctors, possibly including one appointed by the Board, shall be required of the certificated employee to borrow from the bank.

Signature ______________________________ Date ____________________________
APPENDIX F
JOHN GLENN SCHOOL CORPORATION
Walkerton, Indiana

SICK LEAVE BANK APPLICATION AND AGREEMENT FORM
Official Request to Borrow Sick Leave Days from the Sick Leave Bank

Date __________________________  Beginning Date to Borrow __________________________

Due to a prolonged illness, I have now exhausted my current year's allotment of sick leave days as well as my accumulated sick leave days. Since all allotted sick leave days are presently exhausted, I hereby make official request to borrow from the John Glenn School Corporation's "Certificated Employees Sick Leave Bank" with full knowledge of the limitations and my obligation to repay said bank as per agreement.

I hereby request to borrow Sick Leave Bank days as needed within limitations of Board policy until my health permits me to return to active duty as a certificated employee with the John Glenn School Corporation.

My request to borrow sick leave days from the "Certificated Employee's Sick Leave Bank" is made with full knowledge of my obligation for repayment as follows:

1. I agree to repay the Sick Leave Bank at the rate of five (5) days per year over a period of years when I do return to active employment with the John Glenn School Corporation.

2. If my health permits me to return to active employment and for certain reasons I elect not to return to active employment with the John Glenn School Corporation or elect to accept employment elsewhere, I hereby agree to repay the John Glenn School Corporation for the Sick Leave Bank days I have borrowed from the John Glenn School Corporation's Certificated Employee's Sick Leave Bank in a cash amount equal to that paid my substitute during the time I borrowed from said Sick Leave Bank, but in no case more than I would have earned.

3. I further agree to repay this cash amount in total upon electing not to return to active employment (should my health permit) with the John Glenn School Corporation or at the rate of a cash amount equal to five (5) substitute days per year over a necessary consecutive period of years immediately following my health eligibility to return to active employment; health eligibility to be determined by appointed or approved physician.

4. I also agree that any amount of unpaid balance due by me after three (3) years on said repayment plan at the above stated rate per year shall become due immediately upon request by the John Glenn School Corporation.

5. In the case of continued disability or in the event of death, it is understood that my family or estate will have no obligation in regard to this agreement. Disability to be verified by Board approved or appointed physician.

Signed __________________________  Position __________________________
APPENDIX G
GRIEVANCE REPORT FORM
STAGE I

Name of grievant(s)  

School  

A. Date cause of grievance occurred  

B. Position of grievant(s)  

Signature of grievant  

Signature of association representative  

Date submitted  

Signature of principal  

(Acknowledging receipt of grievance)

Date received  

Disposition  

Date of disposition  

Signature of principal  

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APPENDIX G
GRIEVANCE REPORT FORM
STAGE II

Name of grievant(s)

School

A. Date cause of grievance occurred

B. Statement of grievance

C. Section(s) of contract alleged to have been violated

D. Relief sought

Signature of grievant

Signature of association president or president's designee

Date submitted to the superintendent or the superintendent's designee

Disposition

Date of disposition

Signature of superintendent or superintendent's designee
APPENDIX G
NOTICE OF INTENT TO ARBITRATE
STAGE III

Name of grievant(s)__________________________________________

School(s)___________________________________________________

A. Date submitted to superintendent or superintendent's designee__________________________________________

This form is sent as a notification of the intent to arbitrate.

Signature of association president or president's designee___________________________________________________