

**Teacher and Association Rights and Teacher Responsibilities**

- a. Upon proper application to the building principal, the Fairfield Educators Association will have the right to use school buildings for meetings on 24-hour notice if the meeting does not involve scheduling of support personnel such as, but not limited to, maintenance and food services.
- b. The Association will be provided space in the faculty lounge where they may install a bulletin board for their exclusive use.
- c. The Association will be permitted to use the facilities of the teacher's mailboxes in each building and may use the district's email. The Association will provide to the building principal copies of all documents mailed at the same time they are sent to the Association members utilizing teacher mailboxes or email.
- d. The rights of the Association are granted to it as the duly appointed Exclusive Representative and will not be granted to any other school employee organization. The Board may grant privileges to an organization if in the opinion of the Board's legal counsel such privilege will be granted due to the laws or constitution of the State of Indiana or the United States of America.
- e. A teacher may examine and copy any materials including evaluation reports, in his personnel file in the principal or superintendent's office except for pre-employment documents. A teacher may give a written response to materials therein. Nothing will be added without being shown to the teacher first; the teacher will sign it showing he/she has seen it.
- f. A teacher who desires a change in grade, subject or building assignment will file a written request with the office of the Superintendent by May 1 and provide a copy to the building principal. The office of the Superintendent will communicate in writing with the teacher as to what action is to be taken or inform the teacher of the reasons why no action has been taken. The Board will endeavor to consider current employees before new employees in hiring, and to consider teacher effectiveness, seniority, and voluntary requests in transfers. The parties acknowledge, however, that transfers, assignments, and hiring are responsibilities of the board; principals exercise the right of assignment. In all cases, except transfers necessitated by a reduction in force, the quality of the education program and the welfare of the students and teachers will be among the primary considerations of the Board. Nothing in this guideline will be deemed to require the Superintendent or the Board to grant or deny any request for transfer.

g. Except for transfers within a building, all vacancies in present positions or newly-created positions, including summer school, administrative, and extracurricular positions, will be posted by the Administration. These notices will be posted in at least two (2) locations in every open school building at least seven (7) days before the deadline for submitting applications for the positions. These notices will include the job description, the effective date of vacancy, the kind of license necessary, and the deadline for filing of, the application. Considerations for filling a vacancy include licensure, grade level or developmental level experience, teacher effectiveness, past employment record, and seniority.

h. The Board and Association agree to follow board Policy 9130 regarding parent complaints concerning teachers, their classrooms, curriculum, materials, discipline of students, or any other complaints.

i. The school day for certified staff will run from 7:30 am until 3:30 pm. With the approval of the building principal, teachers may be released after the day's regular class schedule from their duties prior to the official end of the school day for verifiable medical appointments, job-related classes or job-related duties, which could not have been scheduled outside of the regular day of school.

j. The Board and the school administrators will strive to arrange daily working schedules for teachers in such a manner as to provide at least thirty (30) consecutive minutes of time between the hours of 10:00 A.M. and 2:00 P.M. during which the teachers will have no assignment or duty of any kind. Teachers may leave the building during this period if they sign "out" and "in" at the Principal's office.

k. While a cell phone can be very useful in an emergency and teachers are welcome to have one on their person for such a situation and to secure it from being stolen, teachers are not to use cell phones during the school day when responsible for students or engaged with colleagues. This includes texting and emailing on a device during contracted time. Allowable times to be on a phone or personal device would be before school when alone in your room, during prep times, on lunch, or after school if not working with students or other staff. Otherwise, students and staff are not to observe teachers texting or talking on the phone without prior approval of the building principal.

l. Time for professional development and committee meetings is essential to teacher and school improvement and to the smooth functioning of a district. Teachers who will be asked to serve beyond contracted time will be notified well in advance in order to make arrangements to stay for meetings. District-level committee meetings are established at the beginning of the year almost exclusively on Tuesdays, so teachers serving on those committees know from the time of accepting the committee assignment when to plan for those events. Every effort will be made to provide as

much notice before a meeting or professional development to be fair to teacher time. Also, the district will endeavor to provide \$100 for every six hours of professional development whenever possible.

m. The school calendar for an upcoming school year will be formulated in conjunction with a team of teachers before the calendar is presented to the Board for approval. Consistency from year-to-year will direct calendar decisions, but assessment schedules and relationships with other schools and programs will also be taken into account. The calendar will strive to have at least two (2) professional development days before the start of school and include an evening of Parent/Teacher Conferences in the fall.

n. Teachers will have readily available lesson plans, seating charts, and class lists for use by substitutes or principals. Lesson plans, or alternate lesson plans, will be sufficient to cover an absence of five (5) school days.

o. As of January 1, 2014, all employees will be required to have their paychecks deposited electronically. For each employee, their selection is limited to two (2) financial institutions, and a maximum of four (4) accounts. All tax-sheltered annuity vendors will comply with the IRS 403(b) regulations and must be recommended by the 403(b) committee and approved by the School Board.

p. The Board agrees to deduct from the salaries of teachers who are members of the bargaining unit, membership dues for the Fairfield Educators Association, Indiana State Teachers Association, and the National Education Association, as such teachers voluntarily and individually authorize on signed forms for the school year. The association will provide the Administration with an authorized list by September 1. The list must be entered on the template provided by Fairfield Schools human resources and a deduction withdrawal form must be submitted by September 1 for any person on the list. If any such dues are deducted by the Board from the pay of any certified personnel and turned over to the FEA and the person does not owe the same, the FEA will refund the employee in full and the Board will not be liable for any refund.

### **Board Rights and Responsibilities**

a. The Board will have the responsibility and authority to manage and direct in behalf of the public the operations and the activities of the School Corporation to the full extent authorized by law. Such responsibility and activity will include but not be limited to the right of the board to:

- i. Direct the work of its employees;
- ii. Establish policy;
- iii. Hire, promote, demote, transfer, assign and retain employees;
- iv. Suspend or discharge its employees in accordance with applicable law;
- v. Maintain the efficiency of school operations;

- vi. Relieve its employees from duties because of lack of work or other legitimate reason;
- vii. Take actions necessary to carry out the mission of the public schools as provided by law.

b. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the reasonable adoption and implementation of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and expressed terms of the Contract and then only to the extent such specific and express terms are in conformance with the Constitution and laws of Indiana and of the United States.

### **Reduction in Force (RIF)**

Recognizing that it is the responsibility of the Board to supply a quality education to all students through employment of the best qualified staff at all times, the following guidelines shall be in effect should it be necessary to reduce educational programs, curricula, and/or certified staff due to financial difficulties.

Prior to commencing action to terminate teachers' contracts due to a Reduction in Force, the Board of Education will attempt to make needed adjustments through:

1. Voluntary retirement
2. Voluntary resignations
3. Voluntary transfer of existing staff
4. Leaves
5. Cancellation of teachers' contracts for other statutory reason(s)

Should it be necessary to reduce the number of certified personnel, the Board, upon the recommendation of the Superintendent, shall determine the curriculum area(s) to be affected through a reduction in force. The Superintendent has the responsibility to determine the personnel whose services shall be terminated. The superintendent shall follow the appropriate procedures for contract cancellation of such personnel.

### **RIF Criteria (refer to Policy 3131)**

Following the court case of *Elliott v. Board of School Trustees of Madison Consolidated Schools*, No. 16-4168 (7<sup>th</sup> Circuit Dec. 4, 2017), consideration for reduction in force must take into account teachers who have established status. If the teaching content area being reduced has only established teachers assigned to the area, the guidelines below apply to those teachers in the following manner:

1. Teachers who obtained semi-permanent status as of July 1, 2012 will be considered for reduction prior to the teachers described in number 2 below.
2. Teachers who obtained permanent status as of July 1, 2012.

Those established teachers with permanent status who are licensed in another content area cannot be subject to the reduction in force if these established teachers are able to

replace a probationary, a professional, or an established, semi-permanent teacher in the license.

After consideration of status, cancellation of a teacher's contract due to a decrease in the number of teaching positions shall be determined by the administrative team on the basis of performance. In the teaching content area to be reduced a teacher certificated in the area who is rated less effective will be subject to non-continuance or cancellation before a teacher rated more effective will be subject to the same. The order of effectiveness from least to greatest is as follows:

1. Ineffective,
2. Improvement Necessary,
3. Effective, and
4. Highly Effective.

Teacher effectiveness will be considered over a time frame of the past three consecutive years. If three years of evaluative data is not available, two years or one year of data will be used as available.

All evaluation information and data used in determining whether or not a teacher is reduced will be the information and data collected while a teacher at this school corporation.

In cases where the teachers' effectiveness categories are the same, the administrative team will weigh the following factors before making a determination as to which teacher(s) shall be subject to the non-continuance or cancellation:

1. the numerical rating of the teachers' evaluation, particularly in the areas of instruction and professional responsibilities
2. current instructional leadership roles
3. degrees earned
4. credit hours earned
5. teaching experience
6. academic needs of students

### Recall

Teachers whose contracts were non-continued and/or cancelled and who received a rating of Highly Effective or Effective will be considered for re-hire before new applicants are given consideration. Teachers will remain on the recall list for a period of two years or until offered a teaching position.

### Extended Contracts

The following list reflects extended contracts by position and the total number of days:

Guidance Counselor (4)	10 days or FTE for part-time
Building Trades (1)	10 days
Vocational Agriculture (1)	38 days
ICE Coordinator (1)	5 days
Administrative Assistant to the Principal (1)	20 days

**Due Process**

- a. A teacher may not use the grievance procedure of the Master Contract to enforce Due Process nor to dispute any action of the Board which is in accordance with state laws relating to non-renewal or cancellation of contracts. Any instance of employee discipline or dismissal will be guided by these tenants:
- i. The Superintendent or Building Administrator will supply the teacher reasons for the action in writing and in person
  - ii. The teacher may examine a copy of materials, including evaluation reports, in the teacher's personnel file.
  - iii. The teacher has the option of responding to the proposed action either in writing or by requesting a meeting in person
- b. Any discipline of a teacher will be issued in a professional manner. The Board agrees to follow the provisions of applicable Indiana law regarding teachers. Teachers will have the right to bring a teacher colleague or Association member to any discussion with principal/supervisor. In the case of a teacher post-observation or summative conference, the evaluating principal or administrator may choose to not directly address the Association member or representative accompanying the teacher. Teachers will have the right to confer with the superintendent if a dispute cannot be resolved with the principal/supervisor.

**Leave**

- a. **Child Birth Leave.** The personal illness/condition of a teacher who is pregnant will be entitled upon request to a leave of absence for a period up to one (1) year following the birth of the child subject to the following:
- i. The leave will begin no later than the date the teacher's attending physician determines and will end no earlier than at a time teacher's attending physician determines. The School Corporation may require a statement by the physician on these medical questions.
  - ii. The leave may extend for a period of up to one (1) year following the birth of the child; said teacher will notify the Superintendent in writing of the intention to take such leave and, except in the case of emergency, will give such notice on a mutually approved leave form at least thirty (30) days prior to the date on which the leave is to begin.

Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated under the School Corporation's sick leave policy or the Master Contract, but will be required,

at the option of the School Corporation, to present a doctor's certificate of disability and personal physical inability to teach to justify such use of accumulated sick leave days. Such use of sick leave will be limited to the teacher's disabilities directly related to the birth of the child.

Any teacher taking leave of absence under this policy may be eligible to borrow from the Sick Leave Bank as set forth in the Master Contract; however, it is understood that the waiting periods of twenty (20) and forty (40) school days therein refer solely to school days when the teacher's attending physician certifies that the teacher's disability prevent return to work. Such use of Reserve Leave will be limited to personal disabilities directly related to the cause of the disability.

- b. **Adoptive Leave/Paternity Leave.** A teacher taking adoptive leave or paternity leave under the Corporation's FMLA policy may use up to thirty (30) days of accumulated sick leave as part of the 12 weeks FMLA leave. A teacher may not borrow from the Sick Leave Bank for adoptive or paternity leave. Paternity leave cannot begin prior to the birth of the child or the leave being deemed medically necessary due to health of the mother.
- c. **Sabbatical Leave.** It will be the policy of the Board of School Trustees to grant sabbatical leaves of absence at their discretion for periods not to exceed one (1) school year to members of the professional staff of the Fairfield Community Schools for improvement of professional skills through: advanced study, work experience, teacher exchange programs, approved educational travel. All sabbatical leaves of absence will be without pay or benefits. Individuals granted sabbatical leave will inform the superintendent in writing their intentions of returning no later than April 1, prior to the beginning of the next school year. During the leave, the teacher may maintain coverage in any group insurance program by paying the total premium including the school corporation's share, if any.
- d. **Summer School Leave.** Teachers may request summer school leave without pay for a period not to exceed three (3) working days at the beginning, at the end of the school year, or a combination thereof as may be required to attend summer school classes and/or to travel to the place where classes are to be held.
- e. **Bereavement Leave for Teacher of a Student Who Dies.** For any teacher who has a student on his/her class roster who dies during the course of the school year, leave will be granted for travel time to attend the funeral up to a full day.

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