COLLECTIVE BARGAINING AGREEMENT

between the

GARY COMMUNITY SCHOOL CORPORATION

and the

GARY TEACHERS UNION, Local No. 4 AFT, AFL-CIO

July 1, 2022 Through June 30, 2023

ARTICLE I RECOGNITION

The Gary Community School Corporation recognizes the Gary Teachers Union, Local #4, AFT, as the sole and exclusive bargaining representative of all the members of the bargaining unit which consists of all professional personnel including all classroom teachers, librarians, social workers, nurses, and guidance counselors employed by the school corporation on a regular teacher's contract or a temporary teacher's contract.

ARTICLE II DEFINITIONS

- A. ADMINISTRATOR -Any person having administrative and/or supervisory responsibility.
- B. DAYS "Days" unless otherwise specified shall mean all days other than Saturdays, Sundays, and Legal Holidays.
- C. PARTIES The parties to this Agreement are the Gary Community School Corporation and the Gary Teachers Union, Local #4, AFT, referred to in this Agreement as the UNION.
- D. PRINCIPAL The administrator of any school, work location, or other administrative unit.
- E. SCHOOL Any school, work location, or other administrative unit.

TEACHER - Any member of the bargaining unit.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

- 1. "Teacher"-shall mean any person within the scope of the bargaining unit employed by the School Corporation or any number of teachers within the scope of the bargaining unit similarly affected by a grievance.
- 2. A grievance is defined as an allegation that there has been a violation of the Contract. Each written grievance shall cite the specific alleged violation.
- "Days"- Unless otherwise specified, shall mean all days other than Saturdays, Sundays, and Legal Holidays. Saturdays, Sundays, and Legal Holidays shall be excluded in computing the number of days within which action must be taken or notice given.
- 4. "Principal" shall mean the administrator of any school or, when a principal is not responsible for the area in which the grievance arose, it shall mean the person to whom the teacher is directly responsible.

B. Three Stage Grievance Procedure

1. First (1st) Stage – Principal

Any teacher who believes that he/she has a justifiable grievance may request an informal meeting with the principal or the principal's representative, with or without the Union Building Representative for the school being present, as the teacher may elect, with a view to arriving at a mutually satisfactory resolution of the complaint. In the event a group of teachers is involved, a small representative group of such teachers may be present, if they so desire. The principal, or his/her designated representative, shall schedule a meeting to be held within three (3) days after the teacher's request.

Differences which the parties are unable to resolve informally may be presented in writing to the principal by the Union Building Representative. Such grievance shall be dated and signed by the aggrieved teacher and the Union Building Representative. When all teachers, or group of teachers in a school or subdivision of that school are involved, the Building Representative shall sign the grievance and shall identify the group involved.

At any meeting during the informal or formal stage one (1), if either party believes assistance is necessary, he/she may request assistance and the parties shall meet at a mutually agreeable time. The request for such assistance shall not relieve the principal and the Building Representative from the responsibility of settling the issue.

Within five (5) days after presentation of the grievance in writing to the principal, said principal shall submit his/her decision together with the supporting reasons, to the Union Building Representative.

2. Second (2nd) Stage – Executive Director of Human Resources

If the grievance is not resolved at the first stage, the Union may request, in writing, a meeting with the Executive Director of Human Resources or his/her designated representative. Such meeting shall be requested within five (5) days of the receipt of the decision in Stage One (1). The Executive Director of Human Resources or his/her designated representative shall set a date for said meeting within three (3) days of the receipt of the request and shall notify the Union of this date at least two (2) days in advance of the meeting. The meeting shall take place within ten (10) days of the receipt of this request. Within seven (7) days after the said meeting, the Executive Director of Human Resources or his/her designated representative, shall submit his/her decision in triplicate, together with supporting reasons, to the Union.

At this meeting and in any meeting at succeeding stages of this procedure the Superintendent or his/her designee and the Union shall have the right to have in attendance any persons they deem necessary for proper discussion of the grievance.

3. Third (3rd) Stage – Emergency Manager

If the Union is not satisfied with the disposition at Stage 2, the Union may submit a written appeal to the Emergency Manager within ten (10) working days of the receipt of the written disposition by the Executive Director of Human Resources or his/her authorized representative, or in the event the Executive Director of Human Resources or his/her

authorized representative fails to issue a written disposition within the time limit, within thirty (30) working days of the appeal of the grievance to Stage 3. Upon written request to the Emergency Manager the Union shall be entitled to a meeting with the Emergency Manager to discuss the grievance prior to the Emergency Manager final decision. The Emergency Manager will review the grievance, make its decision, and notify the Union at the earliest opportunity. The decision of the Emergency Manager shall be final.

C. General

- 1. Written grievances shall contain a clear and concise statement of the grievance, the issue involved, and shall in each instance state the specific alleged violation.
- 2. Grievances which are not filed initially in the proper stages of the grievance procedure or with the proper person shall be referred by Union and School Corporation representatives to the proper stage and the proper person.
- 3. All data and other material not readily available to the Union which bear on the issues raised by a grievance shall be made available upon request of the Union providing said material is readily available to the School Corporation.
- 4. Grievances arising from the action of authority other than a principal may be initiated in the second stage of the grievance procedure.
- 5. The Union shall have the right to initiate and appeal a grievance.

6.

- a. A grievance should be filed as soon as is practicable after knowledge of the facts giving rise to the act or condition which is the basis of the grievance.
- b. In no case shall a grievance cite as an alleged violation a specific act which occurred more than thirty (30) days previous to the filing of the written grievance; however, a teacher may at any time cite a violation which is a continuing violation.
- c. In no case shall a grievance cite as an alleged violation a condition which terminated more than thirty (30) days previous to the filing of the written grievance unless a lack of knowledge of the act or condition is the reason for having failed to honor these time limits, in which case, the grievance must be filed within thirty (30) days after becoming aware of the aforesaid act or condition.
- d. The thirty (30) day time limit for the initial filing of a grievance shall not apply after a principal or the Executive Director of Human Resources has received a written dated notification of a possible grievance, unless the principal or Executive Director of Human Resources responds to this notification of a possible grievance with a written dated request that the time limits of this section be honored. This request shall be sent to the aggrieved teacher with copies to the Union Building Representative and the Union Grievance Chairperson. The formal written grievance shall then be filed in the appropriate stage no later than thirty (30) days after

- receipt of the principal's or Executive Director of Human Resources request unless it is a continuing grievance.
- e. Summer vacation days shall be excluded in computing this thirty (30) day time limit for the initial filing of a grievance.
- 7. All meetings held under the terms of the grievance procedure shall be held in private unless mutually agreed that it is to be a public meeting.
- 8. Failure at any stage of this procedure to submit the decision on a grievance within the specified time limits shall permit the Union to take the grievance to the next stage of this procedure within the time limits for the appeal from that stage. Failure at any stage of this procedure to take the grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision.
- 9. Time limits outlined in this grievance procedure may be extended by mutual agreement of the parties involved, in which case, it is clearly understood by the parties that the grievance is held in abeyance and that no party shall suffer any penalties as a result of the extension of time limits.
- Failure to file a grievance shall not be interpreted as agreement with any interpretation of and/or change in this Agreement and/or written School Corporation and Personnel Policy and/or established local working conditions or practices.
- 11. Settlement of grievances may or may not be retroactive as the equity of the particular cases demand, but in no event shall retroactive payment to a teacher commence earlier than thirty (30) days prior to the date of filing the written grievance except for situations covered by Article VIII, Section D of this Agreement and except where there was a lack of knowledge of the act or condition which was the basis for the grievance.
- 12. No documents, communications or records dealing with the processing of a grievance shall be filed with the personnel file of the participants except upon the written request of the aggrieved teacher.
- 13. A grievance may be withdrawn by the Union at any time.
- 14. Released time without loss of pay shall be provided for teachers who must attend meetings scheduled under terms of this procedure.
- 15. No reprisal or punitive action of any kind shall be taken by either party against either party of interest or by a participant in the grievance procedures.
- 16. If the contract has been violated, but the language of the contract does not suggest an appropriate remedy, and the parties are unable to agree on an appropriate remedy, the aggrieved may continue to process the grievance in an effort to attain an appropriate remedy.

ARTICLE IV SHORT TERM LEAVES OF ABSENCE

A. Sick Leave

- Each teacher shall be allowed each school year ten (10) days leave without loss of pay for personal illness, injury, quarantine, or temporary disability caused by pregnancy.
- 2. The statement "personal illness" shall be deemed sufficient reason for any personal illness which does not extend beyond three (3) days.
- 3. A doctor's certificate shall be required for absences which extend four (4) days or longer.
- 4. All unused days of leave allowance for personal illness shall accumulate from year to year without limit.
- 5. If sick leave use has been frequent, or if there is a suspicion of misuse of sick leave, the administration may require the submission of a physician's statement certifying illness or other evidence substantiating the need for such leave.

B. Personal Business Leave

- 1. Each teacher shall be allowed three (3) days each year without loss of pay for the conduct of personal business and/or civic affairs.
- The statement "personal business" or "civic affairs" shall be deemed as sufficient cause and reason for any use of personal business leave.
- 3. A teacher planning to take personal business leave shall give a minimum of one day notice when possible.
- 4. All unused days of leave allowance for personal business shall accumulate from year to year up to a maximum of four (4) days. All unused personal business days in excess of four (4) days shall at the end of the school year be added to the teacher's sick leave accumulation. For a teacher who does not plan to return to work the following year, either through retirement or resignation, these days shall be included to determine severance pay.
- 5. If the teacher begins employment on the first day of the second semester or thereafter, he/she shall be allowed one day of such personal business leave.

C. Leave for Serious Illness or Injury in the Family

1. Each teacher shall be allowed a maximum of five (5) days leave per year for absences occasioned by serious illness or injury in the immediate family(*); or the serious illness or injury of an individual residing in the household of and with the teacher when such individual (other than immediate family) is primarily dependent upon the teacher for care.

- 2. Pay for such absence shall be deducted from available sick leave benefits.
- 3. A doctor's certificate may be required by the School Corporation for such absence.
- 4. The statement, "serious illness in the family," shall be deemed sufficient reason for any leave for serious illness in the family which does not extend beyond two (2) days.
- D. Leave for Religious Holidays Up to two days in excess of personal leave days may be granted to observe recognized religious holidays without loss of pay.

E. Leave for Death in the Family

- 1. Each teacher shall be allowed up to a maximum of seven (7) calendar days leave in succession without loss of pay or deduction from other leave provisions upon the death of a member of the immediate family (*). This leave may commence, at the option of the teacher, on the day of the death or the day after the death.
- 2. Each teacher shall be allowed a one (1) day leave of absence without loss of pay or deduction from other leave benefits upon the occasion of the death of a relative who is not a member of the immediate family (*) whose residence is not in the home of the teacher. (This leave may be taken within the seven (7) day period described in Section E-1 above.)
- The Emergency Manager may allow additional days of leave without loss of pay for a death in the family or other relatives of a teacher depending upon the circumstances in each case.

F. Definition of Immediate Family

Immediate family shall be defined as father, mother, legal guardian, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, other relatives residing in the home as members of the household.

G. Leave for the Birth or Adoption of a Child

1. A leave of one (1) day without loss of pay to be deducted from sick leave accumulation shall be allowed each teacher during the period that his wife is confined to the hospital or the day that she returns home from the hospital following the birth of a child.

H. Leave for Public Service

- Any teacher shall be paid his/her regular salary for the period of any absence for which he/she is serving jury duty without any deduction from other leave provisions.
- 2. A teacher shall be allowed a leave of absence without loss of pay and without deduction from any leave provision for all absences when he/she is subpoenaed as a witness in any case concerning the School Corporation.

 Subject to the approval of the Emergency Manager a teacher may be allowed time off without loss of pay or deduction from leave or deduction from leave accumulation for necessary court appearances, performance of other public duties, obligations or services.

I. Military Duty Leave

If National Guard or Reserve encampment or a period of active training due to emergency situations should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence. The employee will receive regular salary for days spent in government service during a school year to the extent allowable by statute.

J. Professional Leave

- 1. It is recognized by the parties that the development and continuation of quality education programs is often accomplished by observing and studying what other teachers are doing. In accordance therewith, teachers may arrange to visit other schools and attend professional meetings without loss of pay and without deduction from any leave provision. A teacher desiring a leave under this section shall submit a request on the appropriate form to the principal. The principal shall forward the request to the Emergency Manager or his/her designee with a recommendation to approve or deny the same and his/her rationale for such recommendation. Such request shall be subject to the approval of the Emergency Manager or his/her designee.
- Such leaves may be granted upon prior approval by the Emergency Manager without deductions from salary or leave accumulation and may, upon prior approval by the Emergency Manager, have the expenses reimbursed by the School Corporation.

K. Sick Leave Bank

- 1. A Sick Leave Bank shall be established for teachers in the Gary Community School Corporation, effective September, 1984.
 - a. A Sick Leave Bank Committee consisting of three (3) teachers appointed by Local #4 and three (3) administrators designated by the Emergency Manager shall establish procedures for and administer the program. The Director of Business Services or his/her designee shall serve as consultant to the Committee. Procedures established by the Committee must be approved by the Emergency Manager and must comply with State law and regulations of the State Board of Accounts.
 - b. The Sick Leave Bank Committee shall inform the Union and the School Corporation in writing of any decision of the Committee granting or denying a request to withdraw from the Sick Leave Bank, the need to have additional contributions and, at the start of the school year, the names of those teachers, along with the amount of sick leave days, who will be repaying sick leave days to the Sick Leave Bank. An annual report of the experience of the Committee shall be provided to the Union and the Emergency Manager of the full activities of the Sick Leave Bank

Committee before July 1, of each year. The Emergency Manager and the Union President may review the records at any time.

c. Any member having a complaint or objection to the procedure of the Sick Leave Bank Committee may file said complaint or objection with the Emergency Manager and the President of Local #4 for submission to the respective negotiating teams.

Any member having a complaint or objection to a decision of the Sick Leave Bank Committee may file said complaint or objection with the Emergency Manager and the President of Local #4 for their joint review and determination.

2.

- a. A teacher may participate in the Sick Leave Bank by contributing one (1) day of sick leave during the first month of the program's implementation or eligibility. The teacher shall complete the necessary form and return same to the Sick Leave Bank Committee prior to October 15. A list of teachers who have joined the Sick Leave Bank will be available by November 1.
- b. If a teacher joins the Sick Leave Bank after his/her first year of eligibility, he/she shall deposit two (2) days in the bank during the open enrollment period (Sept. 1 Oct. 15).
- c. A teacher who has joined the sick leave bank shall continue to be a member year after year until such time as he/she is no longer employed by the Gary Community School Corporation or submits a written statement to the Sick Leave Bank Committee requesting that he/she be removed from the rolls of participants in the bank, or he/she is no longer a member of the bargaining unit. Sick leave days on deposit with the bank shall not be returned in any of these instances.
- d. In the event that the balance of days in the Sick Leave Bank below 150 days, each member shall contribute one (1) additional day.
- e. Members of the Sick Leave Bank who make withdrawal shall repay the bank at the rate of three (3) sick leave days per year. On the form requesting a withdrawal from the Sick Leave Bank, the teacher shall authorize the School Corporation to assign, at the rate of three sick leave days per year from the teacher's future sick leave entitlement, to the Sick Leave Bank until the days are repaid.
- f. Members of the Sick Leave Bank who are unable to contribute days to the bank when it is depleted as described in Section 2-b shall be required to contribute appropriate day(s) to the bank as soon as they are earned in order to remain members of the Bank in good standing.

3. Procedures for Withdrawal

a. A member requesting days from the Sick Leave Bank shall complete the application form with supporting evidence from the member's physician, and forward same to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall have the responsibility to either grant, or deny the withdrawal request.

If the member is incapacitated and cannot make application for withdrawal, the Committee may make an application on the behalf of an incapacitated member and may grant the withdrawal on his/her behalf.

b. During the period of sick leave bank withdrawal, the member or his/her physician shall submit bi-weekly certifications of continued illness.

c. General

- (1) Participants may be granted sick leave from the bank if the member has depleted his/her own sick leave and if the member had at least ten (10) days at the onset of the absence for which a withdrawal from the Sick Leave Bank is requested. The withdrawal from the Sick Leave Bank shall be equal to the number of accumulated sick leave days that the individual had at the onset of absence for the illness or injury as reported by the Office of Business Services. The withdrawal by the teacher shall not be for more than fifty (50) or less than ten (10) days.
- (2) Should a teacher who has requested days from the Sick Leave Bank return to work prior to using all the days given by the Bank, the unused days shall be returned to the bank. In this event, the teacher shall not be eligible for any additional days from the bank for that school year.
- (3) The sick leave benefit shall be limited to use only once per member in any given school year.
- (4) It is understood that the Sick Leave Bank is intended for recovery from illnesses and injuries of the teacher.

ARTICLE V EXTENDED LEAVES OF ABSENCE

1. Sabbatical Leaves

- a. Any teacher who has completed six consecutive years of teaching in the Gary Community School Corporation may apply for a sabbatical leave.
- b. A sabbatical leave will be granted to permit a teacher to engage in full-time professional study, research, or educational travel or for any combination of these three purposes in an academic program conducted by an approved institution of higher learning. Full-time professional study shall be defined as a minimum of nine (9) graduate hours or thirteen (13) undergraduate hours or other full-time study or

- full-time research as certified by the agency or institution, each semester of the leave.
- c. A plan for such full-time professional study, research, or educational travel shall be submitted with the leave application.
- d. The application for sabbatical leave shall be filed with the Emergency Manager on or before March 1 of the year preceding the school year for which the leave is requested.
- e. Sabbatical Leave shall be granted for not less than one semester nor more than one school year. A leave without compensation may be granted immediately following a Sabbatical Leave.
- f. The teacher must agree to return to regular service for one school year in the Gary Community School Corporation at the expiration of the leave.
- g. If the teacher does not return to regular service for one school year at the expiration of the leave, all salary paid to such teacher during such leave shall become due immediately and payable to the Gary Community School Corporation. If the teacher becomes permanently disabled before he/she can meet the return to regular service requirement, he/she shall not be required to refund the amount of pay received while on leave. The estate of a teacher shall not be held liable for any salary paid to a teacher while on Sabbatical Leave, in the event that the death of the teacher prevents the return to regular service requirement.
- h. The number of Sabbatical Leaves available each year shall equal one-half (1/2) of one percent (1%) of the number of members in the bargaining unit.
- i. Sabbatical Leaves shall not be granted during a school year in which teachers received no salary increase pursuant to the Appendix A, Gary Community School Corporation Teacher Compensation Model.
- j. Teachers on Sabbatical Leave will not engage in remunerative employment. An exception may be made to this rule in an instance where an assistantship or fellowship, or grant is offered in which the experience would be directly applicable to the field in which the staff member is assigned or for which he/she is preparing. For an exception to be granted, a request must be filed in writing with the Emergency Manager describing the nature of the assistantship, fellowship or grant offered.
- k. A Sabbatical Committee consisting of three (3) teachers appointed by Local #4 and three (3) administrators shall review the requests for Sabbatical Leave and make recommendations to the Emergency Manager on or before April 1 for approval of the applicants to whom leaves will be awarded. A representative of the Human Resource Department will act as a consultant to the committee.
- Selections from the approved applicants will be made so as to provide approximately equal number of leaves in each of the following experience groups:

 (a) 6-12 years;
 (b) 13-18 years;
 and (c) 19+ years. The number of leaves for persons whose assignment is primarily at the secondary level should qual as far

as possible the number of leaves for persons whose assignment is primarily at the elementary school level.

- m. The staff member shall, within thirty days after return for Sabbatical Leave, submit a report to the Emergency Manager concerning the manner in which the leave was used.
- n. A teacher on Sabbatical Leave shall receive one-half (1/2) of the salary he/she would have received if he/she had remained on active duty, provided that, in no case, shall the salary paid exceed one-half (1/2) of the maximum for the Master's Degree Schedule.

The total income from Sabbatical Leave salary and any additional scholarships, fellowships, or grants shall not exceed the salary for the Master's Degree Schedule. If the total should be greater, the Sabbatical Leave allowance shall be reduced accordingly.

- o. All regular deductions from salary will continue while a teacher is on Sabbatical Leave.
- p. The Indiana State Teacher's Retirement Board may grant credit for professional improvement, upon application accompanied by a transcript showing twenty (20) semester hours or thirty-two (32) term hours completed, together with the dates of attendance at the college or university attended. Summer school credit is not allowable. Payment of contribution at the rate in effect for active teachers is required, if applicable, and such credit shall be limited to one-seventh (1/7) of the service credit claimed for retirement.
- q. A teacher on Sabbatical Leave shall have health and life insurance benefits as defined in subsection C-2 of Article VII.

ARTICLE VI EXTRA COMPENSATION DUTIES

- A. Compensation for teachers of remediation, grant programs, and after school programs shall be paid at the rate of \$37.50 an hour.
- B. Night School Positions
 - a. Teachers in the night school shall receive their regular pay when there is an unscheduled closing of the night school in the same manner as regular day school teachers. [Pursuant to IC 20-28-6-7 (c) this provision was not bargained and has been included for informational purposes only.]
 - b. In evening vocational programs which are contracted for a specific number of hours, teachers shall be paid for the actual number of hours worked. [Pursuant to IC 20-28-6-7 (c) this provision was not bargained and has been included for informational purposes only.]

C. Summer School Pay

The salary of a summer school teacher who serves on a Supplemental Service Contract shall be at the rate of \$37.50 an hour.

D. Professional Development Pay

Teachers that are required to attend professional development outside of the normal work day shall be paid at the rate of thirty dollars (\$30.00) an hour.

E. Pay for teaching during planning time

In the event it becomes necessary for a teacher to give up planning time to serve as a substitute the teacher shall be paid at the rate of \$37.50 an hour. Substitute teaching during a teachers plan period is considered an ancillary duty.

A teacher shall be paid \$37.50 for the mornings and/or afternoons if they are receiving students for the 7th period and/or if any additional students are added to a teacher's roster on a given day.

ARTICLE VII SALARY, INSURANCE AND OTHER FRINGE BENEFITS

A. Salary

- 1. Teachers shall be paid a salary pursuant to the Appendix A, Gary Community School Corporation Compensation Model.
- 2. In addition to the salaries set forth above, the School Corporation shall pay on behalf of each teacher, the teacher's 3% ISTRF contribution.
- Teachers shall receive pay for the following holidays: Labor Day (when school starts before or the day after Labor Day) Wednesday before Thanksgiving, Thanksgiving Day, Thanksgiving Friday, M.L. King's Birthday, Presidents' Day, Good Friday, Easter Monday and Memorial Day.
- 4. All teachers who attain National Board of Professional Standards Certification will receive a stipend in the amount of one thousand dollars (\$1,000). These stipends will be paid during the term of the current Agreement. (July 1, 2021 June 30, 2022) This stipend was bargained outside of the compensation model in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.

B. Insurance

1. Eligible Employees

a. Each teacher who is employed for a contract year (Sept.- June) shall receive one (1) full year (September I through August 31) of health and life-insurance benefits.

- b. Any teacher hired during the contract year who has fulfilled contractual obligations and has been issued a contract for the year, shall have continuous coverage through August 31.
- 2. Gary Community School Corporation Basic Medical and Hospitalization Insurance
 - a. The Gary Community School Corporation and The Gary Community School Corporation and the Gary Teachers Union, Local No. 4, AFT, hereby agree the School Corporation shall pay 85% annually toward the cost of a single or family membership in the Gary Community School Corporation Basic Medical and Hospitalization Insurance Plan. A teacher electing to participate in a single or family membership in the Gary Community School Corporation Basic Medical and Hospitalization Insurance Plan shall pay 15% annually toward the cost of a single or family plan. plan.
 - b. The benefit year for the medical and hospitalization insurance shall commence on September 1 and cover the period through August 31 of the following calendar year. The premium year shall coincide with the base year in determining percent increases.
 - c. The base year shall be defined as January 1 through December 31 of any given year.
- 3. The School Corporation will provide Term Life insurance of \$25,000 for each teacher. In addition, each teacher shall have the option of purchasing additional life insurance at a cost to the teacher equal to the prevailing rate per month per thousand dollars of additional term life insurance up to a maximum of \$100,000.
- 4. Proof of Insurability

The School Corporation shall have, on file, an acknowledgment form for refusal of coverage which has been signed by the employee. The administration and the Union will jointly develop the form to be used for the purposes of this section.

<u>New Employees:</u> The School Corporation shall offer health and life once at the time of employment. Each teacher must apply for insurance (life and/or health) within thirty (30) days of date of hire as a regular teacher. Each teacher who applies for insurance after thirty (30) days must show evidence of insurability subject to the approval of the insurance company.

<u>Current Employees</u>: Current employees who are not now enrolled in the life and/or health insurance program and who apply for coverage at a later date shall show evidence of insurability, unless there is a qualifying event as defined in the policy issued by the carrier (i.e., marriage, divorce, adoption, layoff/involuntary termination, death or birth). Application for coverage must be made and received by the Corporation's Insurance Department within thirty (30) days of the event.

5. The School Corporation agrees to pay 85% annually toward the cost of membership in the group dental plan for every teacher that elects to participate. A teacher electing to participate in the group dental plan shall pay 15% annually

toward the cost of the plan. .

6. A committee composed equally of representatives of the Union and the administration shall study the present insurance programs to explore the possibility of obtaining improved benefits through more efficient programs and to investigate competitive insurance carriers if a more competitive rate is provided by another acceptable insurance company. If it is determined that self-insurance for medical and hospitalization programs is more cost effective and efficient, a recommendation will be made to the Emergency Manager and the Union for implementation. Upon approval by both parties, the program shall be implemented. This committee will conclude its review by August 1, in any given year, but in any event the Committee will issue a report to the Union and the Emergency Manager concerning its study.

C. Continuation of Insurance

1. Teachers on an approved leave of absence for illness shall have the employer's share of their health, life and dental insurance premium paid by the Gary Community School Corporation for the duration of the illness. The employee's share, if any, will be paid directly to the Payroll Department for the Gary Community School Corporation.

Said duration of illness shall be certified by a doctor's statement and shall be granted up to a maximum of nine (9) months.

2. The School Corporation shall administer the continuation of insurance pursuant to Federal Law (P.L. 99-272 COBRA).

D. Termination of Employment

- 1. Teachers who are terminated for cause (not including reduction in force) may continue their participation in the group health, life and dental insurance program and the School Corporation shall continue its contribution until thirty (30) days after termination.
- 2. Teachers who are terminated for reduction in force before October 15th deadline shall continue their participation in the group health, life, and dental insurance program up to December 31st and teachers who are terminated for reduction in force before the June 30th deadline shall continue their participation in the group health, life, and dental insurance program up to August 31st. Teachers who request and are granted a leave of absence may continue their participation in the group health, life and dental insurance program only to the extent the Teacher is on authorized leave. Nothing in this section is to be construed as eliminating any Teacher's obligation to pay their portion of any insurance premium as described in Article VII Section B(2a) in this agreement.
- 3. Teachers who retire or resign shall have the following continuation rights:
 - a. Teachers whose retirement or resignation, becomes effective the last day of school may continue their participation in the group health, life and dental insurance program and the School Corporation will continue its contribution

until the August 31 immediately following the end of the school year in which the teacher retires or resigns.

- b. Teachers whose retirement or resignation becomes effective before the end of the school year may continue their participation in the group health, life and dental insurance program and the School Corporation will continue its contribution until thirty (30) days after retirement/resignation.
- c. Teachers who retire or resign may not participate in the Group health, life and dental insurance program beyond the times outlined in a and b above.

E. Severance Pay

A one-time stipend payment shall be paid to a teacher in his/her last year of employment according to the following formula:

- 1. Teachers with 20 years or more of creditable service with the Gary Community School Corporation will receive a one-time stipend payment in their last year of employment equal to an amount determined by multiplying thirty dollars (\$30.00) per day times the number of accumulated sick leave days. (See item below as it relates to accumulated sick leave days.)
- 2. In computing the severance pay described above, a maximum of seventy-five accumulated sick days will be utilized in the formula for the duration of the 2022-2023 school year.
- F. Terminal Retirement Pay only for creditable service in the Gary Community School Corporation.
 - 1. A teacher with twenty or more years of creditable service with Gary Community School Corporation will receive a one-time stipend of Five Thousand Dollars (\$5,000) during the last year of employment prior to his/her retirement.
 - 2. The teacher planning to return should notify the administration office in writing preceding the retirement to become effective at the end of the semester or at the close of the school year, so that the teacher's salary can be increased to meet this provision.
 - 3. When teachers are forced into retirement as a result of ill health, accident or other unforeseen circumstances, the requirements of a written notice of intent to retire shall be waived and terminal pay benefits shall be paid in a lump sum upon the retirement of such teacher.
 - 4. Any teacher who becomes disabled prior to age fifty (50), who meets the minimal creditable service requirements of twenty (20) years of teaching, and who is eligible for disability retirement, as determined by the Board of Trustees of the Indiana State Teachers Retirement Fund, shall also be eligible for terminal retirement benefits as outlined in this Section.

ARTICLE VIII PAYROLL PROCEDURES

- A. Teachers shall have the option of having the annual salary spread over twenty-six (26) biweekly payroll periods. A request for the 26-pay option shall be irrevocable for one (1) year.
- B. The School Corporation agrees to provide a detailed accounting with each check issued to teachers, using the existing check forms. All employees are required to have direct deposit.
- C. Supplemental Payment for Errors
 - 1. A teacher who through no error of his/her own, receives less than the pay to which he/she is entitled on any payroll payment date shall receive a supplemental payment for the underpayment prior to the next regular payroll payment date provided he/she notifies the Payroll Department of the School Service Center before 12:00 noon of the next work day following the pay date on which the error was made.
 - 2. A check in the amount of the underpayment will be available to the teacher at the Payroll Department no later than 12:00 noon of the second work day following the payroll date on which the error was made provided that any necessary changes in attendance records are authorized and verified in writing by the principal, department head or supervisor who signed the attendance authorization which needs correction.
 - 3. A teacher who makes notification of the error later than 12:00 noon of the next work day following the date of the error shall have the necessary correction made on the next regular paycheck following the notification provided the necessary written verification has been received by the Payroll Department by the Monday preceding the pay date.
- D. The School Corporation shall make payment, retroactive to the beginning of the contract year, for all errors discovered during the contract period.
- E. At the time of employment, each teacher is required to file a W-4 form showing his/her Social Security number and number of dependents. The teacher can claim no more than the correct number of exemptions. However, the teacher who expects to owe more income taxes for the year than will be withheld if he/she claims every exemption to which he/she is entitled, may increase the withholding by claiming a smaller number of exemptions. If claiming no exemptions still does not result in enough withholding to meet income taxes due, the School Corporation will withhold the additional amount which is requested on the W-4 form by the teacher. This remains effective indefinitely unless a change is filed.
- F. Tax-Deferred Annuities
 - 1. We agree that some plan of deduction for the tax-deferred annuity for teachers be adopted.
 - 2. In an effort to provide all teachers with maximum opportunity to participate in annuities, a committee of no more than three teachers, along with the Director of

Business Services of the Gary Community School Corporation, shall continually review plans offered by several companies, in addition to the present carriers. The committee may recommend to the Emergency Manager additional plans or a change in plans.

- G. Credit Union, Gary Educational Development Foundation, United Way, and other approved deductions, will be made from employees on a twenty-two (22) or twenty-six(26) pay option delivered direct deposit to the vendor. Those vendors who are not authorized to receive direct deposits will be issued a manual check.
- H. The School Corporation agrees to continue the existing procedures whereby Union dues are deducted from the pay of teachers requesting it.

ARTICLE IX CONFERENCES AND MEETINGS

A. Pay for Mutually Scheduled Meetings

When members of the bargaining unit are mutually scheduled by the Emergency Manager or his/her designated representative and the President of the Union to participate during work hours in conferences, meetings, or in negotiations, respecting this Agreement, they shall suffer no loss in pay.

ARTICLE X CONFORMITY TO LAW-SAVING CLAUSE

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.
- B. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or the IEERB, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

ARTICLE XI DURATION OF AGREEMENT

This Agreement shall be effective as of **July 1, 2022,** and shall continue in effect through **June 30, 2023.** This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by written agreement of the parties.

The undersigned also attest to the following:

A public hearing (Pre-formal Bargaining Hearing) was held in compliance with I.C. & 20-29-6-1(b) on September 15, 2022. Electronic participation was available.

A public meeting in compliance with I.C. 20-29-6-1(b) was held on November 11, 2022 to discuss the tentative agreement and public participation was available.

GARY COMMUNITY SCHOOL CORPORATION

Tage Wavett, Emergency Manager

Ratified by the Emergency Manager on November 15, 2022

GARY TEACHERS UNION, LOCAL #4, AFT, AFL-CIO

By Glanton Punkan, President

Ratified by the Union on November 14, 2022

Appendix A

GARY COMMUNITY SCHOOL CORPORATION

Teacher Compensation Model Effective July 1, 2022

Salary Range: \$48,669.23- \$81,662.44 prior to any increases being applied for the current contract year. The salary range after base salary increases are applied for the current contract year is \$49,885.96-\$81,662.44.

Because of the temporary Referendum funding available, there will be a salary increase of 2.5 percent (2.5%) to the base salary of all eligible returning teachers employed by the Gary Community School Corporation during the 2022-2023 school year, which base salary increase will be distributed in accordance with the compensation model described below.

2022-2023 Compensation Model

Eligibility Criteria for 2022-2023 School Year

Teachers who score in the bottom two categories (Needs Improvement or Ineffective) shall not be eligible to receive any increase in compensation. This section does not apply to a teacher in the first two (2) full school years that the teacher provides instruction to students in an elementary school, middle school or high school.

Eligibility Criteria for 2022-2023 School Year

Evaluation - The teacher received a highly effective or effective evaluation rating for the prior year.

Experience - The teacher was employed in the corporation in the prior school year and returned to employment in the corporation for the current school year.

Eligibility Criteria for 2022-2023 School Year

Evaluation= 1.25% of the teacher's 2021-2022 base salary. (Calculation: Teacher's 2021-2022 base salary x 1.25% = salary increase attributed to evaluation factor.)

Experience= 1.25% of the teacher's 2021-2022 base salary. (Calculation: Teacher's 2021-2022 base salary x 1.25% = increase attributed to experience factor.) The experience factor does not account for more than 50% of a teacher's base salary increase.

The highest possible base salary increase a teacher may receive is 2.5% of the teacher's 2021-2022 base salary, subject to the base salary cap of \$81,662.44 set forth below.

Redistribution Plan for 2022-2023 School Year

The amount that would otherwise have been allocated for increases in teacher compensation for teachers rated "Needs Improvement" or "Ineffective" shall be allocated for increases in teacher base compensation for teachers rated "Effective" or "Highly Effective" based upon the teacher compensation model. Any redistribution will be issued in the form of a one-time stipend.

One-Time Stipend for Teachers at the Maximum Salary Cap for 2022-2023 School Year

The base salary of a teacher shall be capped at \$81,662.44. Should the base increase amount exceed the salary cap \$81,662.44 in part or in total, those dollars will be paid to the teacher in the form of a one-time stipend.

One-Time Teacher Retention Stipend for 2022-2023 School Year

If a teacher was employed by the Gary Community Schools on the last day of school on June 1, 2022 and has remained continuously employed by the Gary Community Schools through December 17, 2022, then the teacher will receive a \$1,375 retention stipend on the second payroll in January 2023.

If a teacher is employed by the Gary Community Schools on January 3, 2023 and remains continuously employed by the Gary Community Schools through May 19, 2023, then the teacher will receive a \$1,375 retention stipend on the second payroll in June 2023.

One-Time Attendance and One-Time Performance Stipend for 2022-2023 School Year

Attendance Stipend: A maximum total one-time stipend of \$2,400 (pro-rated at \$400 per month) will be paid to teachers who are absent from work on instructional days only one day or less each month starting in December 2022 through the end of May 2023. Only sick and personal days will be counted against the teacher for purposes of determining whether the teacher meets the one day or less monthly absence standard set forth herein. COVID leave days will not be counted against the teacher for purposes of the attendance stipend. Instructional days for purposes of this provision are defined as the 180 student instructional days in the 2022-2023 school year. The attendance stipend will be paid as follows:

December and January – February 24 February and March – April 21 April and May – June 16

<u>Performance Stipend</u>: The Parties have agreed to Performance Stipends as indicated in Exhibit 1 to this Appendix. Every bargaining unit employee has the opportunity to earn up to \$2,000 by meeting the indicators for his/her position, as delineated in that Exhibit.

Effective Date for Implementation of 2022-2023 Base Salary Increases

An increase in a teacher's base pay shall be effective retroactively to the start of the 2022-2023 school year in August 2022.

New Hire Salary Placement

For the 2022-2023 school year, the starting base salary for a new teacher with no teaching experience shall be \$49,885.96.

New hires for the 2022-2023 school year will have their initial starting salary readjusted upward by 2.5%.

Performance Stipends – Generally

All Stipend Indicators that reference "Small Group Instruction" will use the following Small Group Implementation Rubric:

	Full Implementation	Partial Implementation	Some Implementation	No Implementation
Climate and Culture	· Students are safe in the classroom (physically and emotionally) · There is a pervasive expectation of growth and a clear focus on student success · Students collaborate, support each other, everyone's voice is valued. · All students are celebrated for their contributions to the class. Every student is important. · Mutual respect is a non-negotiable	· Conflicts in the classroom are resolved quickly and effectively · There is an expectation of growth but this focus may lack consistency · Attempts to have students collaborate, support each other and value voices are often inconsistent. · Attempts to celebrate all students may miss the mark. Some students' exceptionalities may be overlooked. · Mutual respect is not yet consistent	Conflicts in the classroom sometimes impede instruction · Attempts made to focus on growth and student success often miss the mark · Students compete for teacher attention and attempts to have students collaborate are unsuccessful · Mutual respect is challenged regularly	Students are not safe in the classroom, conflicts occur often · Student growth is not a pervasive focus in the classroom · Students do not collaborate, support each other and only teacher voice is valued · Students are allowed to tease, bully and create an environment that is unwelcomed. · Mutual respect is not evident
Physical Space	Desks are arranged to support whole group and small group work and supports collaboration There are areas for individual learning, that are used daily Flexible seating is apparent The classroom is student focused The room is engaging (For example: there are anchor charts, student work and other visual reminders of knowledge and activities)	Desks are arranged to support whole group and small group work but only inconsistently supports collaboration . There are areas for individual learning that are sometimes used effectively . Flexible seating is apparent but lacks consistency of use	Desks are arranged to support whole group and small group work but this arrangement does not support collaborative work There are areas for individual learning that are not used effectively	Desks are arranged in rows. There is no focus on collaborative learning. There are no areas for individual learning. The set up of the classroom is adult rather than student focused.
Management	Materials and space is well organized and used daily by students and teacher	Materials and space is organized but it's use is inconsistent A wide range of materials are available	Attempts to use materials and space effectively is ineffective · A wide range of materials are available	The space and materials do not support small group instruction. The focus on the

- A wide range of materials are available and utilized
- Routines and procedures are solidly in place
- Students are aware of expectations/consequ ences and were instrumental in the creation of these key agreements
- Students are grouped by ability, interests, cooperative tasks or choice with updates made based on data
- A plan has been created for students to turn in work. Students are expected to be (developmentally) responsible for this task
- · Students know what to do if they get stuck. And there is a plan for quick finishers. Students take responsibility for their learning without teacher interaction
- There is a plan for calling "halt" to an activity or rotation
- On-task behavior is promoted/students take responsibility for their learning

- however its' use in inconsistent
- Routines and procedures are solidly in place but the monitoring of these are inconsistent
- · Students are aware of expectations/consequ ences however, they may not have had a voice in these key agreements
- · Students are grouped by ability and/or cooperative tasks. Choice and interest is not consistently used for grouping yet and updates to groups occur sparingly.
- · A plan has been created for students to turn in work However the use of the plan lacks consistency.
- · Students know what to do if they get stuck and there is a plan for quick finishers but it involves the need for teacher interaction often.
- · There is a plan for calling "halt" to an activity or rotation but the transitions are not smooth.
- Off-task behavior is addressed quickly.
 Students don't always take responsibility for their learning

- however its' use lacks effectiveness
- Routines and procedures are not effective in supporting small group work
- Students are aware of expectations/consequen ces however, there is little to no consistency on the part of the adult.
- Students are grouped by ability only. Updates to groups rarely occur.
- The plan created for students to turn in work lacks developmental appropriateness and thus is ineffective.
- · Students are not sure what to do if they get stuck and require teacher interaction.
- There is no consistent plan for calling "halt" to an activity
- Off-task behavior is readily evident and takes away from the learning process.

- materials and space is teacher focused only.
- · Routines and procedures are not in place
- Students are not always aware of expectations/consequences as they have not been explicitly taught and consequences change at the temperament of the adult for the day
- Students are not grouped or grouping occurs in the absence of student need and is set up to support adult comfort
- · The teacher does not require the students to be responsible for turning in work. The teacher collects all assignments.
- · Students all work on the same activity at the same time. Instruction is primarily teacher directed. Students have little to no autonomy or responsibility for their learning.
- · On-task behavior may be evident however, the level of rigor and student responsibility is low or non-existent.

Curriculum and Instruction

- The teacher
 proactively considers
 pitfalls in lessons and
 structures student work
 to avoid them
- · Teacher consistently keeps track of student progression and growth toward personal and group benchmarks
 Data informs instruction and group activities and students are made aware of their data and are a key part of goal setting
- · Assessments (formative, summative, anecdotal notes etc.) are used to diagnose student needs/deficits and strengths
- Learning experiences are crafted in response to individual diagnosis

Students have access points into the lessons at their levels.
Accommodations are clear and student focused.

Student work in centers is differentiated based on the students' needs and abilities

 Curriculum is organized and focused on essential information, understandings and skills The teacher may consider pitfalls in lessons, but attempts to avoid these pitfalls are inconsistent

- Teacher may track student proximity and growth toward personal and group benchmarks but this is not done consistently Data may inform instruction sometimes but involving students in the process of setting goals is inconsistent.
- · Assessments (formative, summative, anecdotal notes etc.) are used to diagnose student needs/deficits occurs without consistency
- Learning experiences are sometimes crafted in response to the above diagnosis

Sometimes student access points to the lesson and individual needs are met but often with inconsistencies and clear accommodations may be lacking

Some student work in centers is differentiated based on the students' needs and abilities but not all

 Curriculum is not consistently organized and focused on essential information, understandings and skills The teacher's lesson planning lacks effective consideration of student's prior understanding

- Teacher may only keep track of student proximity and growth toward group benchmarks and is ineffective at tracking individual needs
- A clear understanding of key data points is not evident thus the use of data to inform instruction ineffective
- · Assessments (formative, summative,.) are used to diagnose student needs/deficits, anecdotal notes are rarely used thus continual information toward growth is ineffective
- · Learning experiences are not effectively crafted in response to the above diagnosis Attempts to provide student access to lessons and provide individualized instruction are not successful. Providing accommodations and modifications are not a focus.

Student work in centers is not differentiated based on the students' needs and abilities every student receives the same work.

 Curriculum is not well organized and not focused on essential skills The teacher's lesson plans may be carried over from years past rather than being focused on current student needs.

- · Teacher rarely or never keeps track of student proximity and growth toward personal and group benchmarks Data does not inform instruction.
- · Assessments are used to support preconceived notions of student progress. Only summative assessments are regarded
- · Everyone receives the same instruction for most lessons
- · Learning experiences are the same for every child. Instruction is provided to the "medium' primarily.

Students do not work in centers.

 Curriculum is not organized around essential skills and knowledge

Performance Stipend - Pre K Teachers

Stipend Indicators	Tier I Stipend	Tier II Stipend
AIM Observational Assessment	\$500	\$1000
	70% of the students move up one scale on the indicators object counting and rote counting on the AIM Observational Assessment at the end of the school year.	80% of the students move up one level for uppercase and lowercase recognition on the AIM Observational Assessment at the end of the school year.
Small Group Instruction	\$500 Teacher receives a score of <i>Partial Implementation</i> by May 19, 2023	\$1000 Teacher receives a score of <i>Full</i> <i>Implementation</i> by May 19, 2023

Performance Stipends - K-8th Grade Teachers (SEL and Mild Intervention Teachers)

Stipend Indicators	Tier I Stipend	Tier II Stipend
iReady (per Metrics below)	\$500 50% of students on each teacher's roster (for 162 days) should meet their annual typical growth for the school year.	\$1000 60% of students on each teacher's roster (for 162 days) should meet their annual typical growth for the school year.
Small Group Instruction	\$500 Teacher receives a score of <i>Partial Implementation</i> by May 19, 2023	\$1000 Teacher receives a score of <i>Full Implementation</i> by May 19, 2023

IREADY Metrics

- Teachers will count each student on their roster (INCLUDING SPECIAL EDUCATION STUDENTS) except those students who have not been with them for 162 instructional days.
- In order to assess whether or not students have met typical growth, teachers should pull
 the Diagnostic Report. This report gives teachers each student's placement and the
 percentage they've met to annual typical growth.
- The percentage is based on:
- (the number students who met their annual typical growth AND have been on the teacher's roster for 162 days) / (the number of students who have been on the teacher's roster for 162 days)

Examine and Interpret the data:

- Examine students to analyze growth and change in placement level.
- Prioritize students who are not making expected Progress to Typical Growth and have placed below grade level for additional support. Also consider your knowledge of students and whether rushing was a factor in recent results.
- Examine the Diagnostic Results (Class) or (Student) report(s) for domain-specific needs and recommendations for teacher-led instruction for groups of students or individual students.

Performance Stipends – High School Teachers

Stipend Indicators	Tier I Stipend	Tier II Stipend
Graduation Rate	\$250 School receives a 2023 graduation rate of 77% as determined by GCSC on or before September 1, 2023	\$500 School receives a 2023 graduation rate of 80% as determined by GCSC on or before September 1, 2023
Small Group Instruction	\$500 Teacher receives a score of <i>Partial Implementation</i> by May 19, 2023	\$1000 Teacher receives a score of <i>Full</i> <i>Implementation</i> by May 19, 2023
SAT	\$250 if passage rate increases by 5%	\$500 if passage rate increases by 10%

Performance Stipends - Career Center Teachers

Stipend Indicators	Tier I Stipend	Tier II Stipend
Certifications	\$1000 Teacher has verified that 60% of students enrolled will receive 1 certification	\$2000 Teacher has verified that 75% of students enrolled will receive 2 or more certifications

2022-2023 Available Industry Certification

Industry	Certification Tests Available
Auto Mechanics	ASE (Brakes) or OSHA 10
Welding	N3 or OSHA 30
Aviation	Part 107 or Rules of Air Space
Early Childhood	Child Development Assistant or CPR
Radio and TV	Adobe Premier
Graphics	Adobe Illustrator or Photoshop
Business	Micorsoft Office(Certiport)
Cosmo and Barbering	State Exam and Barbicide
Health Science	CNA Test or Certified Medical Assistant
Culinary	Kitchen Cook Certification or Food Handlers

^{*}CPR is available for all industries

^{*}Teachers must show evidence/ verification that student has passed the certification exam

Performance Stipends: K-12th Grade Instructional Coaches/ STEM and Literacy Coaches

Stipend Indicators	Tier I Stipend	Tier II Stipend
Small Group Instruction	\$1000 Coach meets at least 50% of goal	\$2000 Coach meets 80% or more of the goal

Coaches will support teachers in the implementation of small group instruction throughout the year.

Steps to Take:

- The teachers will complete a self assessment using the small group instruction rubric and have coaching conversations with their building coach.
- Coaches will review this self assessment rubric data for each teacher in the building. Coach will choose a group of the building's teachers (25%) to coach. Coaches will set a goal based on the needs in his/her building.
- The instructional coach's goal will be set on the implementation of small group instruction in his/her assigned building. The goal will be agreed upon between the coach and the building principal/designee.
- Coaches will provide support to teachers based on their needs. (For example: by using videos, on-site modeling, articles etc.)
- Teachers will be evaluated for effectiveness of Small Groups by May 19, 2023.

Performance Stipend - Self-Contained Teachers (Adapted Curriculum K-12)

Stipend Indicators	Tier I Stipend	Tier II Stipend
Rise Evaluation	\$500 Teachers will receive a rating of Effective or higher on their standards for success EER finalization. (RISE Rubric attached as Exhibit 1-A).	\$1000 Teachers will receive a rating of Highly Effective on their standards for success EER finalization (RISE Rubric attached as Exhibit 1-A).
Small Group Instruction	\$500 Teacher receives a score of <i>Partial</i> <i>Implementation</i> by May 19, 2023	\$1000 Teacher receives a score of <i>Full</i> <i>Implementation</i> by May 19, 2023

Performance Stipends - School Counselors

Stipend Indicators	Tier I Stipend	Tier II Stipend
Supporting Students	\$1000 If 50% of goal is met	\$2000 If 80% or more of goal is met

School Counselors will affect change with students in their Alpha Slice who may be currently struggling

Steps to Take:

- Counselors will review the data of their caseload. They will choose 25% of their students who are struggling with attendance, grades (at D or below) and/or (social/emotional development) behavior. (For example: by pulling attendance reports from Skyward, D & F report (per subject) and discipline reports every six weeks while collaborating and communicating with stakeholders, all working in conjunction with ASCA national model. (See ASCA domain's below)
- Counselors will create a data sheet for the identified students showing their current area of concerns (i.e., grade point average, attendance percentage and behavior).
- Counselors will provide support to students based on their current areas of concern. (For example: by hosting lessons, reaching out to parents regularly, meeting with students regularly, advocating for students and providing the

Domains:

The ASCA Student Standards can be applied to three broad domains: academic, career and social/emotional development. These domains promote mindsets and behaviors that enhance the learning process and create a culture of college-, career- and life readiness for every student. The domain definitions are as follows: Academic Development – Standards guiding school counseling programs to implement strategies and activities to support and maximize each student's ability to learn. Career Development – Standards guiding school counseling programs to help students 1) understand the connection between school and the world of work and 2) plan for and make a successful transition from school to postsecondary education and/ or the world of work and from job to job across the lifespan. Social/Emotional Development – Standards guiding school counseling programs to help students manage emotions and learn and apply interpersonal skills.

Gary Community School Corporation School Counselor Rubric:

3b Assisting students and teachers in the formulation of academic, personal/social, and career plans, based on knowledge of student needs

3c Using counseling techniques in individual and classroom program

1c Establishing goals for the counseling program appropriate to the setting and the students served

Performance Stipends - IEP Compliance Officers

Stipend Indicators	Tier I Stipend	Tier II Stipend
RISE Evaluation	\$500 IEP CC will obtain a minimum rating of effective on their finalization in Standard for Success (Rubric attached as Exhibit 1-B)	\$1000 IEP CC will obtain a minimum rating of highly effective on their finalization in Standard for Success (Rubric attached as Exhibit 1-b
IEP Checklists	\$500 In an audit of 10 randomly selected IEPs, 8 out of 10 will be compliant (checklists attached collectively as Exhibit 1-B).	\$1000 In an audit of the same 10 IEPs, case managers will accurately complete all relevant components of the IEP and provides on-going consultation to the team of team of teachers regarding IEP development and monitoring progress (checklists attached collectively as Exhibit 1-B).

Performance Stipends - Behavior Specialists/PT/OT/Psychologist/SLP/SEL Coordinator/BCBA/Itinerant Teachers/ Elementary Special Area Teachers / Certified Nurses/ Lead Counselor (and any K-8 teacher who does not do iReady)

Stipend Indicators	Tier I Stipend	Tier II Stipend
Rise Evaluation	\$1000 Staff member will receive a rating of effective on their standards for success EER finalization (all associated rubrics attached collectively as Exhibit 1-D).	\$2000 Staff member will receive a rating of highly effective on their standards for success EER finalization (all associated rubrics attached collectively as Exhibit 1-D).

KISE 3.0 leacher (v.2021)

Domain 1: Purposeful Planning (10.00%)

1,1 Utilize Assessment Data To Plan

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	At Level 4, a teacher fulfills the criteria for
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d)	a
≥	4
Highly Effective	Vel
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planning to reach every student at his/her differentiated instructional strategies in Level 3 and additionally incorporates level of understanding.

Effective

formulate achievement goals, unit plans, Feacher uses prior assessment data to AND lesson plans.

Ineffective

mprovement

Necessary

Teacher rarely or never uses prior assessment data when planning.

formulate achievement goals, unit plans, OR

lesson plans, but not all of the above.

Teacher uses prior assessment data to

1.2 Set Ambitious And Measurable Achievement Goals

Effective Highly

Effective

At Level 4, a teacher fulfills the criteria for Plans an ambitious annual student Level 3 and additionally: achievement goal

Improvement Necessary

Teacher develops an annual student achievement goal that is:

achievement goals for the class OR goals are

Teacher rarely or never develops

Ineffective

developed, but are extremely general and

not helpful for planning purposes

Measurable

The goal may not:

- Align to content standards; OR

learning and inform interventions throughout

Includes benchmarks to help monitor

· Aligned to content standards; AND

Teacher develops an annual student

achievement goal that:

Measurable;

learning and inform interventions throughout - Include benchmarks to help monitor the year

1.3 Develop Standards-Based Unit Plans And Assessments

Highly Effective

At Level 4, a teacher fulfills the criteria for Level 3 and additionally:

- assessment (either state, district, or teacher - Creates well-designed unit assessments that align with an end of year summative created)
- allocation of time per unit is flexible and/or - Anticipates student reaction to content; ects level of difficulty of each unit

tabbles.

Effective

Based on achievement goals, teacher plans units by:

- Identifying content standards that students will master in each unit
 - -Creating assessments before each unit begins for backwards planning

-Create assessments before each unit begins

Allocate an instructionally appropriate

for backwards planning

amount of time for each unit

 Identifying content standards that students Based on achievement goals, teacher plans

units by:

will master in each unit

Feacher may not:

Allocating an instructionally appropriate amount of time for each unit

reate Objective-Driven Lesson Plans And Assessments EXHIBIT 1-A

Improvement

Effective

identifying content standards that students will master in each unit OR there is little to

Teacher rarely or never plans units by

Ineffective

Improvement

Necessary

no evidence that teacher plans units at all.

Ineffective

Effective

At Level 4, a teacher fulfills the criteria for Level 3 and additionally:

- these will be needed to enhance instruction instructional strategies, anticipating where - Plans for a variety of differentiated Incorporates a variety of informal
 - assessments/checks for understanding as well as summative assessments where necessary and uses all assessments to directly inform instruction

Based on unit plan, teacher plans daily

- Identifying lesson objectives that are aligned to state content standards. lessons by:
- Matching instructional strategies as well as activities/assignments to the lesson meaningful and relevant objectives
 - measure progress towards mastery and Designing formative assessments that inform instruction

Necessary

Based on unit plan, teacher plans daily lessons by:

OR daily lessons are planned, but are throwr

together at the last minute, thus lacking

meaningful objectives, instructional

strategies, or assignments.

Teacher rarely or never plans daily lessons

- Identifying lesson objectives that are aligned to state content standards
- Matching instructional strategies and activities/assignments to the lesson objectives.

Teacher may not:

- Design assignments that are meaningful or relevant
- · Plan formative assessments to measure progress towards mastery or inform nstruction.

1.5 Track Student Data And Analyze Progress

Highly Effective

Effective

At Level 4, a teacher fulfills the criteria for Level 3 and additionally:

- Uses daily checks for understanding for additional data points
 - Updates tracking system daily
- Uses data analysis of student progress to drive lesson planning for the following day

Teacher uses an effective data tracking Necessary Feacher uses an effective data tracking

- Recording student assessment/ progress data

system for:

- mastery and planning future lessons/units Analyzing student progress towards accordingly
- · Maintaining a grading system aligned to student learning goals

Have grading system that appropriately

aligns with student learning goals

- Use data to analyze student progress

- Maintaining a grading system

progress data

Teacher may not:

towards mastery or to plan future

lessons/units

Ineffective

Improvement

eacher rarely or never uses a data tracking assessment/progress data and/or has no discernable grading system system to record student

system for: - Recording student assessment/

Domain 2: Effective Instruction (75.00%)

2.1 Develop Student Understanding And Mastery Of Lesson Objectives

Highly Effective

Effective

observed during the year, as well as some of For Level 4, much of the Level 3 evidence is the following:

Students can explain what they are learning and why it is important, beyond repeating the stated objective

Lesson objective is specific, measurable, and students are learning and what they will be aligned to standards. It conveys what able to do by the end of the lesson

manner and/or explained to students in easy Objective is written in a student-friendly to understand terms

Improvement Necessary

the end of the lesson, but may not be aligned Lesson objective conveys what students are learning and what they will be able to do by to standards or measurable

friendly manner that leads to understanding Objective is stated, but not in a student-

Ineffective

students are learning or will be able to do by component. It may not be clear about what -esson objective is missing more than one the end of the lesson.

between the objective and lesson, or teacher There may not be a clear connection may fail to make this connection for students.

Teacher effectively engages prior knowledge of students in connecting to lesson. Students demonstrate through work or comments that they understand this connection	Importance of the objective is explained so that students understand why they are learning what they are learning	Teacher attempts explanation of importance of objective, but students fail to understand	Teacher may fail to discuss importance of objective or there may not be a clear understanding amongst students as to why the objective is important.
	Lesson builds on students' prior knowledge of key concepts and skills and makes this connection evident to students	Lesson generally does not build on prior knowledge of students or students fail to make this connection	There may be no effort to connect objective to prior knowledge of students
	Lesson is well-organized to move students towards mastery of the objective	Organization of the lesson may not always be connected to mastery of the objective	Lesson is disorganized and does not lead to mastery of objective.
NOTES			
2.2 Demonstrate And Clearly Communicate Content Knowledge To Students	: Content Knowledge To Students		
Highly Effective	Effective	Improvement Necessary	Ineffective
For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:	Teacher demonstrates content knowledge and delivers content that is factually correct	Teacher delivers content that is factually correct	Teacher may deliver content that is factually incorrect
Teacher fully explains concepts in as direct and efficient a manner as possible, while still achieving student understanding	Content is clear, concise and well-organized	Content occasionally lacks clarity and is not as well-organized as it could be	Explanations may be unclear or incoherent and fail to build student understanding of ke concepts
Teacher effectively connects content to other content areas, students' experiences and interests, or current events in order to make content relevant and build interest	Teacher restates and rephrases instruction in multiple ways to increase understanding	Teacher may fail to restate or rephrase instruction in multiple ways to increase understanding	Teacher continues with planned instruction, even when it is obvious that students are no understanding content
Explanations spark student excitement and interest in the content	Teacher emphasizes key points or main ideas in content	Teacher does not adequately emphasize main ideas, and students are sometimes confused about key takeaways	Teacher does not emphasize main ideas, and students are often confused about content
Students participate in each other's learning of content through collaboration during the lesson	Teacher uses developmentally appropriate language and explanations	Explanations sometimes lack developmentally appropriate language	Teacher fails to use developmentally appropriate language
Students ask higher-order questions and make connections independently, demonstrating that they understand the content at a higher level	Teacher implements relevant instructional strategies learned via professional development	Teacher does not always implement new and improved instructional strategies learned via professional development	Teacher does not implement new and improved instructional strategies learned via professional development
2 2 Engage Childonte In Academic Contont			
z.s Engage students in Academic Content			
Highly	Effective	Improvement	Ineffective

Effective

For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:

Teacher provides ways to engage with content that significantly promotes student mastery of the objective

Teacher provides differentiated ways of engaging with content specific to individual student needs

The lesson progresses at an appropriate pace so that students are never disengaged, and students who finish early have something else meaningful to do

Teacher effectively integrates technology as a tool to engage students in academic content

NOTES

2.4 Check For Understanding

Highly Effective

For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:

Teacher checks for understanding at higher levels by asking pertinent, scaffolding questions that push thinking; accepts only high quality student responses (those that reveal understanding or lack thereof)

Teacher uses open-ended questions to surface common misunderstandings and

3/4 or more of students are actively engaged in content at all times and not off-task

Teacher provides multiple ways, as appropriate, of engaging with content, all aligned to the lesson objective

Ways of engaging with content reflect different learning modalities or intelligences

Teacher adjusts lesson accordingly to accommodate for student prerequisite skills and knowledge so that all students are engaged

ELL and IEP students have the appropriate accommodations to be engaged in content

Students work hard and are deeply active rather than passive/receptive (See Notes below for specific evidence of engagement)

Effective

Teacher checks for understanding at almost all key moments (when checking is necessary to inform instruction going forward)

Teacher uses a variety of methods to check for understanding that are successful in capturing an accurate 倜pulseå€ of the class's understanding

Teacher uses wait time effectively both after posing a question and before helping

Necessary

Fewer than 3/4 of students are engaged in content and many are off-task

Fewer than 1/2 of students are engaged in

content and many are off-task

Teacher may provide multiple ways of engaging students, but perhaps not aligned to lesson objective or mastery of content

Teacher may miss opportunities to provide ways of differentiating content for student engagement

Some students may not have the prerequisite skills necessary to fully engage in content and teacher's attempt to modify instruction for these students is limited or not always effective

ELL and IEP students are sometimes given appropriate accommodations to be engaged in content

Students may appear to actively listen, but when it comes time for participation are disinterested in engaging

Improvement Necessary

Teacher sometimes checks for understanding of content, but misses several key moments

Teacher may use more than one type of check for understanding, but is often unsuccessful in capturing an accurate â€cepulse†of the class's understanding

Teacher may not provide enough wait time after posing a question for students to think

Teacher may only provide one way of engaging with content OR teacher may provide multiple ways of engaging students that are not aligned to the lesson objective

or mastery of content

Teacher does not differentiate instruction to target different learning modalities

Most students do not have the prerequisite skills necessary to fully engage in content and teacher makes no effort to adjust instruction for these students

ELL and IEP students are not provided with the necessary accommodations to engage in content

Students do not actively listen and are overtly disinterested in engaging.

Ineffective

Teacher rarely or never checks for understanding of content, or misses nearly all key moments

Teacher does not check for understanding, o uses only one ineffective method repetitivel, to do so, thus rarely capturing an accurate

Teacher frequently moves on with content before students have a chance to respond to

assess student mastery of material at a range of both lower and higher order thinking	students think through a response	and respond before helping with an answer or moving forward with content	questions or frequently gives students the answer rather than helping them think through the answer.
	Teacher doesn't allow students to "opt- out†of checks for understanding and cycles back to these students	Teacher sometimes allows students to "opt- out" of checks for understanding without cycling back to these students	Teacher frequently allows students to "optout" of checks for understanding and does not cycle back to these students
	Teacher systematically assesses every student's mastery of the objective(s) at the end of each lesson through formal or informal assessments (see note for examples)	Teacher may occasionally assess student mastery at the end of the lesson through formal or informal assessments.	Teacher rarely or never assesses for masten, at the end of the lesson
NOTES			
2.5 Modify Instruction As Needed			
Highly Effective	Effective	Improvement Necessary	Ineffective
For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:	Teacher makes adjustments to instruction based on checks for understanding that lead to increased understanding for most students	Teacher may attempt to make adjustments to instruction based on checks for understanding, but these attempts may be misguided and may not increase understanding for all students	Teacher rarely or never attempts to adjust instruction based on checks for understanding, and any attempts at doing sc frequently fail to increase understanding for students
Teacher anticipates student misunderstandings and preemptively addresses them	Teacher responds to misunderstandings with effective scaffolding techniques	Teacher may primarily respond to misunderstandings by using teacher-driven scaffolding techniques (for example, reexplaining a concept), when student-driven techniques could have been more effective	Teacher only responds to misunderstandings by using teacher-driven scaffolding techniques
Teacher is able to modify instruction to respond to misunderstandings without taking away from the flow of the lesson or losing engagement	Teacher doesn't give up, but continues to try to address misunderstanding with different techniques if the first try is not successful	Teacher may persist in using a particular technique for responding to a misunderstanding, even when it is not succeeding	Teacher repeatedly uses the same technique to respond to misunderstandings, even wher it is not succeeding
2.6 Develop Higher Level Of Understandir	2.6 Develop Higher Level Of Understanding Through Rigorous Instruction And Work		
Highly Effective	Effective	Improvement Necessary	Ineffective
For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:	Lesson is accessible and challenging to almost all students	Lesson is not always accessible or challenging for students	Lesson is not aligned with developmental level of students (may be too challenging or too easy)
Lesson is accessible and challenging to all	Teacher frequently develops higher-level	Some questions used may not be effective in	Teacher may not use questioning as an

students	understanding through effective questioning	developing higher-level understanding (too complex or confusing)	effective tool to increase understanding. Students only show a surface understanding of concepts.
Students are able to answer higher-level questions with meaningful responses	Lesson pushes almost all students forward due to differentiation of instruction based on each student's level of understanding	Lesson pushes some students forward, but misses other students due to lack of differentiation based on students' level of understanding	Lesson rarely pushes any students forward. Teacher does not differentiate instruction based on students' level of understanding.
Students pose higher-level questions to the teacher and to each other	Students have opportunities to meaningfully practice, apply, and demonstrate that they are learning	While students may have some opportunity to meaningfully practice and apply concepts, instruction is more teacher directed than appropriate	Lesson is almost always teacher directed. Students have few opportunities to meaningfully practice or apply concepts.
Teacher highlights examples of recent student work that meets high expectations; Insists and motivates students to do it again if not great	Teacher shows patience and helps students to work hard toward mastering the objective and to persist even when faced with difficult tasks	Teacher may encourage students to work hard, but may not persist in efforts to have students keep trying	Teacher gives up on students easily and doe not encourage them to persist through difficult tasks
Teacher encourages students' interest in learning by providing students with additional opportunities to apply and build skills beyond expected lesson elements (e.g. extra credit or enrichment assignments)			
NOTES			
2.7 Maximize Instructional Time			
Highly Effective	Effective	Improvement Necessary	Ineffective
For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:	Students arrive on time and are aware of the consequences of arriving late (unexcused)	Some students consistently arrive late (unexcused) for class without consequences	Students may frequently arrive late (unexcused) for class without consequences
Routines, transitions, and procedures are well-executed. Students know what they are supposed to be doing and when without prompting from the teacher	Class starts on-time	Class may consistently start a few minutes late	Teacher may frequently start class late.
Students are always engaged in meaningful work while waiting for the teacher (for example, during attendance)	Routines, transitions, and procedures are well- executed. Students know what they are supposed to be doing and when with minimal prompting from the teacher	Routines, transitions, and procedures are in place, but require significant teacher direction or prompting to be followed	There are few or no evident routines or procedures in place. Students are unclear about what they should be doing and require significant direction from the teacher at all times
Students share responsibility for operations and routines and work well together to accomplish these tasks	Students are only ever not engaged in meaningful work for brief periods of time (for example, during attendance)	There is more than a brief period of time when students are left without meaningful work to keep them engaged	There are significant periods of time in which students are not engaged in meaningful wor

All students are on task and follow instructions of teacher without much prompting	Teacher delegates time between parts of the lesson appropriately so as best to lead students towards mastery of objective	Teacher may delegate lesson time inappropriately between parts of the lesson	Teacher wastes significant time between parts of the lesson due to classroom management.
Disruptive behaviors and off task conversations are rare; When they occur, they are always addressed without major interruption to the lesson	Almost all students are on task and follow instructions of teacher without much prompting	Significant prompting from the teacher is necessary for students to follow instructions and remain on task	Even with significant prompting, students frequently do not follow directions and are off task
	Disruptive behaviors and off-task conversations are rare; When they occur, they are almost always addressed without major interruption to the lesson.	Disruptive behaviors and off-task conversations sometimes occur; they may not be addressed in the most effective manner and teacher may have to stop the lesson frequently to address the problem.	Disruptive behaviors and off task conversations are common and frequently cause the teacher to have to make adjustments to the lesson
NOTES			
2.8 Create Classroom Culture Of Respect And Collaboration	and Collaboration		
Highly Effective	Effective	Improvement Necessary	Ineffective
For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:	Students are respectful of their teacher and peers	Students are generally respectful of their teacher and peers, but may occasionally act out or need to be reminded of classroom norms	Students are frequently disrespectful of teacher or peers, as evidenced by discouraging remarks or disruptive behavior
Students are invested in the academic success of their peers as evidenced by unprompted collaboration and assistance	Students are given opportunities to collaborate and support each other in the learning process	Students are given opportunities to collaborate, but may not always be supportive of each other or may need significant assistance from the teacher to work together	Students are not given many opportunities to collaborate, OR during these times do not work well together, even with teacher intervention
Students reinforce positive character and behavior and discourage negative behavior amongst themselves	Teacher reinforces positive character and behavior and uses consequences appropriately to discourage negative behavior	Teacher may praise positive behavior OR enforce consequences for negative behavior, but not both	Teacher rarely or never praises positive behavior
	Teacher has a good rapport with students, and shows genuine interest in their thoughts and opinions	Teacher may focus on the behavior of a few students, while ignoring the behavior (positive or negative) of others	Teacher rarely or never addresses negative behavior
NOTES			
2.9 Set High Expectations For Academic Success	JCCess		
Highly Effective	Effective	Improvement Necessary	Ineffective
For Level 4, much of the Level 3 evidence is	Teacher sets high expectations for students	Teacher may set high expectations for some,	Teacher rarely or never sets high

observed during the year, as well as some of the following:	of all levels	but not others	expectations for students
Students participate in forming academic goals for themselves and analyzing their progress	Students are invested in their work and value academic success as evidenced by their effort and quality of their work	Students are generally invested in their work, but may occasionally spend time off task or give up when work is challenging	Students may demonstrate disinterest or lack of investment in their work. For example, students might be unfocused, off task, or refuse to attempt assignments
Students demonstrate high academic expectations for themselves	The classroom is a safe place to take on challenges and risk failure (students do not feel shy about asking questions or bad about answering incorrectly)	Some students may be afraid to take on challenges and risk failure (hesitant to ask for help when needed or give up easily)	Students are generally afraid to take on challenges and risk failure due to frequently discouraging comments from the teacher or peers
Student comments and actions demonstrate that they are excited about their work and understand why it is important	Teacher celebrates and praises academic work,	Teacher may praise the academic work of some, but not others	Teacher rarely or never praises academic work or good behavior
NOTES	High quality work of all students is displayed in the classroom	High quality work of a few, but not all students, may be displayed in the classroom	High quality work is rarely or never displayed in the classroom

Domain 3: Teacher Leadership (15.00%)

3.1 Contribute To School Culture

Effective	Teacher will: - Contribute ideas and expertise to further the schools' mission and initiatives - Dedicate time efficiently, when needed, to helping students and peers outside of class
Highly Effective	At Level 4, a teacher fulfills the criteria for Level 3 and additionally may: - Seek out leadership roles - Go above and beyond in dedicating time for students and peers outside of class

3.2 Collaborate With Peers

Highly Effective	

Level 3 and additionally may: - Go above and At Level 4, a teacher fulfills the criteria for beyond in seeking out opportunities to collaborate

Effective

- Take on leadership roles within collaborative groups such as Professional - Coach peers through difficult situations Learning Communities

Improvement Necessary

Ineffective

to further the school's mission and initiatives Contribute occasional ideas and expertise Teacher may not: Teacher will:

aimed at improving school efforts. Teacher

dedicates little or no time outside of class Teacher rarely or never contributes ideas

towards helping students and peers.

- Frequently dedicates time to help students and peers efficiently outside of class

Improvement Necessary

Teacher will:

- Participate in occasional opportunities to work with and learn from others - Ask for assistance when needed

> opportunities to work with and learn from - Ask for assistance, when needed, and provide assistance to others in need

others

- Seek out and participate in regular

Teacher will:

Teacher may not:

- Seek to provide other teachers with

assistance when needed OR - Regularly seek out opportunities to work

Ineffective

works in isolation and is not a team player. opportunities to work with others. Teacher Teacher rarely or never participates in

3.3 Seek Professional Skills And Knowledge

Improvement Necessary **Effective** Highly Effective

Level 3 and additionally may: - Regularly share newly learned knowledge At Level 4, a teacher fulfills the criteria for

- and practices with others
- Seek out opportunities to lead professional development sessions

Teacher will:

- Actively pursue opportunities to improve knowledge and practice
- Seek out ways to implement new practices into instruction, where applicable
- Welcome constructive feedback to improve practices

3.4 Advocate For Student Success

Highly Effective

Effective

At Level 4, a teacher fulfills the criteria for Level 3 and additionally may:

- Display commitment to the education of all the students in the school
- Make changes and take risks to ensure student success

3.5 Engage Families In Student Learning

At Level 4, a teacher fulfills the criteria for **Effective** Highly

- Strives to form relationships in which Level 3 and additionally:

- parents are given ample opportunity to participate in student learning
- Is available to address concerns in a timely and positive manner, when necessary, outside of required outreach events

Teacher will:

Teacher rarely or never attends professional

Ineffective

or classes to improve teaching and learning development opportunities. Teacher shows little or no interest in new ideas, programs,

· Attend all mandatory professional development opportunities

Teacher may not:

- Actively pursue optional professional development opportunities
- Seek out ways to implement new practices into instruction
- Accept constructive feedback well

Improvement Necessary

Ineffective

- Display commitment to the education of all Feacher will:

Teacher may not: his/her students

Advocate for students' needs

Advocate for students' individualized needs

· Attempt to remedy obstacles around

his/her students

Feacher will:

student achievement

- Display commitment to the education of all

to the education of his/her students. Teacher Teacher rarely or never displays commitmen accepts failure as par for the course and does not advocate for students' needs.

Improvement Necessary

Ineffective

Respond to contact from parents Teacher will:

- Proactively reach out to parents in a variety

Teacher will:

Effective

 Respond promptly to contact from parents of ways to engage them in student learning

Engage in all forms of parent outreach

required by the school

parents and/or frequently does not respond

to contacts from parents.

Teacher rarely or never reaches out to

 Engage in all forms of parent outreach required by the school

them in student learning

Domain 4: Core Professionalism (Special Weighting)

4.1 Attendance

Moote

Door

Teacher may not:

Proactively reach out to parents to engage

Standard

Not Meet Standard

Individual has not demonstrated a pattern of unexcused absences*

Individual has demonstrated a pattern of

unexcused absences

NOTES

4.2 On Time Arrival

Meets Standard

Individual has not demonstrated a pattern of unexcused late arrivals (late arrivals that are school policy and by the relevant collective in violation of procedures set forth by local bargaining agreement)

unexcused late arrivals (late arrivals that are

Individual demonstrates a pattern of

Meet Standard

Does Not

school policy and by the relevant collective in violation of procedures set forth by local

bargaining agreement)

4.3 Policies And Procedures

Meets Standard

policies and procedures (e.g. procedures for submitting discipline referrals, policies for following state, corporation, and school Individual demonstrates a pattern of appropriate attire, etc)

4.4 Respect

Meets Standard

parents/guardians, and community members in a respectful manner Individual demonstrates a pattern of interacting with students, colleagues,

Does Not Meet Standard

policies and procedures (e.g. procedures for submitting discipline referrals, policies for Individual demonstrates a pattern of failing to follow state, corporation, and school appropriate attire, etc)

Does Not Meet Standard

Individual demonstrates a pattern of failing to interact with students, colleagues,

parents/guardians, and community members in a respectful manner

Gary Community School Corporation Case Managers Effectiveness Rubric (v.2020)

Domain 1: Planning and Preparation (25.00%)

1a Demonstrating knowledge of current special education practice and trends

Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
Case Manager demonstrates little or no	Case Manager demonstrates basic	Case Manager demonstrates thorough	Case Manager's knowledge of si
knowledge of special education practice and	knowledge of special education practice and	knowledge of special education practice and	education practice and trends is
trends	trends	trends	deep; case manager is regarded

ed as special is wide and

special

1b Demonstrating knowledge of the school's special education programs

Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
Case Manager demonstrates little or no knowledge of the school's special education programs	Case Manager demonstrates basic knowledge of the school's special education programs	Case Manager demonstrates thorough knowledge of the school's special education programs	Case Manager is deeply familiar with the school's special education programs and works to shape its future direction
1c Establishing goals to support the special education school team(s)	l education school team(s)		
Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent

Case Manager's goals for the special inappropriate to either the situation or the Case Manager has no clear goals for the special education program, or they are

needs of the team

education program are rudimentary and are partially suitable to the situation and the needs of the team

education program are clear and are suitable to the situation and the needs of the team Case Manager's goals for the special

education program are highly appropriate to

Case Manager's goals for the special

the situation and the needs of the team. collaboration with administrators and They have been developed following colleagues

1d Demonstrating knowledge of resources, both within and beyond the school and district

ol or district for the special education ledge of resources available in the Case Manager demonstrates little or no

tabbies

EXHIBIT

1-B

schools or district for the special education knowledge of resources available in the Case Manager demonstrates basic

available in the school and district and in the larger professional community for the special Case Manager is fully aware of resources education team

implementing the school's special education Case Manager is actively searching out new resources from a wide range of sources to enrich the special education team's skills in

programs

t

Domain 2: The Environment (25.00%)

2a Creating an environment of trust and respect

Distinguished/Excellent	Relationships with the Case Manager are Relationships with the Case Manager are respectful, with some contacts initiated by contacts initiated by the stakeholders
Proficient	se Manager are lers don't resist rhe Case Manager
Basic/Needs Improvement	st fearing unprofessional; stakeholders don't resist ss a sign initiatives established by the Case Manag
Unsatisfactory	Stakeholders are reluctant to request assistance from the Case Manager, fearing that such a request will be treated as a sign of deficiency

2b Establishing a culture of professional inquiry

Distinguished/Excellent	Relationships with the Case Manager are highly respectful and trusting, with many contacts initiated by the stakeholders
Proficient	Relationships with the Case Manager are respectful, with some contacts initiated by stakeholders
Basic/Needs Improvement	Relationships with the Case Manager are unprofessional; stakeholders don't resist initiatives established by the Case Manager
Unsatisfactory	Case Manager conveys the sense that the work is externally mandated and is not important to school programs

2c Establishing and maintaining norms of behavior for professional interactions

Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
No norms of professional conduct have been established; team members are frequently disrespectful in their interactions	Case Manager's efforts to establish norms of professional conduct are partially successful	Case Manager has established clear norms of mutual respect for professional interactions	Case Manager has established clear norms o mutual respect for professional interactions. Team members ensure that their colleagues adhere to these standards of conduct

2d Organizing physical space

Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
Case Manager makes poor use of the physical environment; resulting in poor access by some participants, time lost, or little alignment between the physical arrangement and activity	The physical environment does not impede participation	Case Manager makes good use of the physical environment, resulting in engagement of all participants	Case Manager makes highly effective use of the physical environment, with the participants contributing to the physical arrangement

Domain 3: Delivery of Service (25.00%)

3a Collaborating with stakeholders in the facilitation process of IEP meetings, developing IEPs and the design of interventions

Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
Case Manager declines to collaborate in the facilitation process of IEP meetings, developing IEPs and the design of intervention	Case Manager collaborates in the facilitation process of IEP meetings, developing IEPs and the design of intervention when specifically asked to do so	Case Manager initiates collaboration in the facilitation process of IEP meetings, developing IEPs and the design of intervention	Case Manager initiates collaboration in the facilitation process of IEP meetings, developing IEPs and the design of intervention, and in locating additional resources from sources outside the school to assist in the above areas
3b Sharing expertise with staff			
Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
Case Manager's assistance regarding special education is of poor quality or not appropriate to the needs of the staff being served	The quality of the Case Manager's assistance is mixed, with some being appropriate to the needs of the staff being served	The quality of the Case Manager's assistance is uniformly high and appropriate to the needs of the staff being served	The quality of the Case Manager's assistance is uniformly high and appropriate to the needs of the staff being served. The Case Manager conducts extensive follow-up work with the staff
3c Locating resources for teachers to support instructional improvement	oort instructional improvement		
Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
Case Manager fails to locate resources for instructional improvement for the teachers, even when specifically requested to do so	Case Manager's efforts to locate resources for instructional improvement for teachers are partially successful, reflecting incomplete knowledge of what is available	Case Manager locates resources for instructional improvement for teachers when asked to do so	Case Manager is highly proactive in locating resources for instructional improvement for teachers, anticipating their needs
3d Demonstrating flexibility and responsiveness	eness		
Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
Case Manager adheres to his plan, in spite of evidence of its inadequacy	Case Manager makes modest changes when confronted with evidence of the need for change	Case Manager makes revisions when it is needed	Case Manager is continually seeking ways to improve and makes changes as needed in response to stakeholders' input
3e Completing all relevant components of the IEP	the IEP		
Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
Case Manager does not complete all relevant components of the IEP	Case Manager does not accurately complete all relevant components of the IEP	Case Manager accurately completes all relevant components of the IEP	Case Manager accurately completes all relevant components of the IEP and provides

regarding IEP development and monitoring o on-going consultation to the team members

3f Communicating with family and staff regarding service, process, and procedures

Distinguished/Excellent	
Proficient	
Basic/Needs	Improvement
Unsatisfactory	

communicate with family and staff regarding Case Manager makes minimal effort to service, process, and procedures family and staff regarding service, process, Case Manager fails to communicate with and procedures

Case Manager communicates effectively with family and staff regarding service, process, and procedures

regarding service, process, and procedures communicating with families and staff Case Manager is highly proactive in

Domain 4: Professional Responsibilities (25.00%)

4a Reflecting on practice

Distinguished/Excellent	Case manager's reflections are highly accurate and perceptive, consisting of specific examples. Case manager draws on an extensive repertoire to suggest
Proficient	Case manager's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Case manager makes some
Basic/Needs Improvement	Case manager's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved
Unsatisfactory	Case manager does not reflect on practice, or the reflections are inaccurate or self- serving

4b Preparing and submitting data and reports

Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/
Case manager does not follow established	Case manager's efforts to input data are	Case manager's data is complete and follows	Case manager antion

submitting reports. Reports are routinely late procedures for preparing data and

partially successful and follow established procedures. Reports are sometimes submitted on time

established procedures. Reports are always

submitted on time

4c Coordinating work with other case managers

Basic/Needs Proficient Dist	
Unsatisfactory	

Case manager makes no effort to collaborate with other case managers within the district

Case manager responds positively to the efforts of other case managers within the district to collaborate

d/Excellent

prediction of the likely consequences of each

alternative strategies, accompanied by

specific suggestions as to how to make

improvements

improvements to those procedures. Reports ticipates and responds to established procedures and suggesting needs in preparing data and following are submitted on time

tinguished/Excellent

Case manager takes a leadership role in coordinating projects with other case managers within and beyond the district

Case manager initiates efforts to collaborate with other case managers within the district

4d Participating in professional community

Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
Case manager's relationships with colleagues are negative or self-serving, and the case manager avoids being involved in department and district events and projects	Case manager's relationships with colleagues are professional, and the case manager participates in department and district events and projects when specifically requested	Case manager participates actively in department and district events and projects and maintains positive and productive relationships with colleagues	Case manager makes a substantial contribution to department and district events and projects and assumes a leadership role with colleagues
4e Engaging in professional development			
Unsatisfactory	Basic/Needs Improvement	Proficient	Distinguished/Excellent
Case manager does not participate in professional development activities, even when such activities are clearly needed for the enhancement of skills	Case manager's participation in professional development activities is limited to those that are convenient or are required	Case manager seeks out opportunities for professional development based on an individual assessment of need	Case manager actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as participating in state or national conferences

Case manager can be counted on to hold the highest standards of honesty and integrity and takes a leadership role with other colleagues in respecting the norms of confidentiality **Distinguished/Excellent** Case manager displays high standards of honesty and integrity in interactions with colleagues and respects norms of confidentiality **Proficient** Case manager is honest in interactions with colleagues and respects norms of confidentiality Improvement Basic/Needs Case manager displays dishonesty in interactions with colleagues and violates norms of confidentiality Unsatisfactory

4f Showing professionalism, including integrity and confidentiality



Indiana IEP Resource Center

Goal Development Checklist

☐ IEP shows evidence of a direct relationship between present levels of educational performance, the goals and services to
be provided.
Present Levels Of Performance
☐ Are current and relevant to the student
☐ Evidence of need for the target behavior clearly identified
☐ Contains baseline data
☐ Includes how the student's disability impacts access to general education curriculum
Annual Goals
☐ Aligned to grade level standard (Indiana Academic Standard or Content Connector)
☐ Three components of measurability are evident.
☐ Target behavior (observable, repeatable, verifiable)☐ Stimulus material or Conditions under which the skill is expected to occur
☐ Criterion for mastery or acceptable performance
☐ Addresses a unique need of this student
☐ Clearly written in common language understood by all stakeholders
☐ Identifies the skill the student will be taught
☐ Reflects a realistic expectation of one year's growth considering the student and his or her current skills
□ Allows a clear yes or no determination of whether the goal has been achieved
☐ Can be reliably assessed

EXHIBIT

☐ Measures the effectiveness of instruction/interventions specially designed for the student

Indiana Transition IEP Compliance Checklist

(School year 2021/2022)

If all questions are marked with yes (Y) the IEP is compliant. Visit <u>instrc.indiana.edu</u> for more information.

	Is there evidence that the student was invited to the Transition IEP Team meeting where transition services were discussed?		Y			1	N	
			.Ti	ransitio	n Assess	sment	s	
		.Emplo	yment	.Educat		.Indep	enden	t Living
;	Is there evidence that the measurable postsecondary goals were based upon an ageappropriate transition assessment? ("Ageappropriate" means that the assessments change and become more specific to the student's goals as they age.)	Y	N	Y	N	Y		N
	 Are transition assessments related to each postsecondary goal mentioned in the Summary of Findings from recent transition assessments? ("Recent" means that they were conducted within the 12 months prior to the current IEP.) 	Y	N	Y	N	Y		N
				Postsec	ondary	Goals		
		.Emplo	yment	.Educat	ion and	.Indep	enden	t Living
3.	Are there postsecondary goals written for Employment, Education and Training, and Independent Living (if needed)?	Υ	N	Υ	N	Υ	N	N/A
	Can the goal(s) be measured?	Υ	N	Υ	N	Υ	N	N/A
	 Will the goal(s) occur after the student graduates/transitions from school? 	Υ	N	Υ	N	Y	N	N/A
	 Based on information available, does the postsecondary goal seem appropriate for this student? 	Υ	N	Y	N	Υ	N	N/A
4.	Are the postsecondary goals updated annually? Is there evidence that the postsecondary goals have been discussed/updated and continue to be relevant in conjunction with the current IEP?	Υ	N	Y	N	Υ		N
5.	Is there documentation regarding whether the student will pursue a high school diploma or certificate of completion? Is the discussion documented in the Transition IEP?		Υ				N	

			Transi	tion Ser	vices ar	nd Acti	vities		
		Emplo	oyment	100	ion and ning	.Indep	enden	t Living	
6.	Are there transition services and activities in the Transition IEP that will enable the student to confirm, refine, or change each postsecondary goal?	Υ	N	Y	N	Υ	N	N/A	
7.	Is there evidence that representatives from outside agencies, that were indicated in the transition services and activities, were invited to the Transition IEP meeting?	Υ	N	Y	N	Y	N	N/A	
H				Ann	ual Goa	İs			
		.Emplo	oyment		ion and	.Indep	enden	t Living	
8.	Are there annual goals written to support each postsecondary goal?	Υ	N	Υ	N	Υ	N	N/A	
	Are the annual goals skill-based?	Υ	N	Υ	N	Υ	N	N/A	
	Are the annual goals measurable?	Υ	N	Y	N	Υ	N	N/A	
	 Does the goal statement measure the skill identified? 	Υ	N	Υ	N	Υ	N	N/A	
9.	Does the IEP include a course of study that focuses on improving the academic and functional achievement of the student to facilitate their transition from school to post-school?	Υ	N	Y	N	Υ	N	N/A	
10	Does this Transition IEP meet the requirements of Indicator 13? If all questions above have a Y or N/A, this is a compliant Transition IEP. If one or more questions were marked N, it is not compliant.		Υ			1	N		

The Indiana Transition IEP Compliance Checklist is also available as a text only document.

Adapted from materials originally published by the National Technical Assistance and Center on Transition: The Collaborative (formerly the National Secondary Transition Technical Assistance Center).



CENTER ON COMMUNITY LIVING AND CAREERS

Indiana Secondary Transition Resource Center

APPENDIX B GARY COMMUNITY SCHOOL CORPORATION FLAT RATE PAY SCHEDULES 2022-2023

The term "Pooled" when referenced in this Appendix means the total amount of money available for the hiring of a coach (or coaches) for a specific sport or activity listed. In no case will the School Corporation be responsible for paying an amount that exceeds the Pooled amount for a specific sport. In the case of sports that can be specifically delineated by gender, the "Pooled" amount will represent the total amount available, separately for a coach (or coaches) that cover the identified sport separated by gender classification. In that instance, the Pooled amount indicated will be applied equally between both male and female sports respectively.

ATHLETICS

High School

Baseball	Head Assistant (Pooled)	\$ 4,500.00 \$ 2,500.00
Basketball	Head Assistant (Pooled)	\$ 8,500.00 \$ 10,000.00
Cheerleading	Head	\$ 4,000.00
Cross Country	Head Assistant (Pooled)	\$ 3,000.00 \$ 1,000.00
Football	Head Assistant (Pooled)	\$ 8,500.00 \$14,000.00
Golf	Head	\$ 2,200.00
Soccer	Head	\$ 2,000.00
Softball	Head Assistant (Pooled)	\$ 4,500.00 \$ 2,000.00
Swimming	Head Assistant (Pooled)	\$ 4,000.00 \$ 2,000.00
Tennis	Head Assistant (Pooled)	\$ 3,000.00 \$ 1,000.00
Track	Head Assistant (Pooled)	\$ 5,000.00 \$ 3,500.00
Unified Track	Head Assistant (Pooled)	\$ 3,500.00 \$ 1,600.00
Volleyball	Head	\$ 4,000.00

	Assistant (Pooled)	\$ 2,500.00
Wrestling	Head Assistant (Pooled)	\$ 4,500.00 \$ 2,000.00
Middle School		
Basketball	Pooled	\$ 4,000.00
Cheerleading		\$ 1,000.00
Cross Country		\$ 1,500.00
Football	Pooled	\$ 4,000.00
Track		\$ 2,000.00
Volleyball		\$ 1,500.00
Elementary School		
Basketball	Pooled	\$ 2,000.00
Cheerleading		\$ 500.00
Special Olympics		\$ 700.00
Track		\$ 1,000.00
	MUSIC	
High School		
Band & Orchestra	Director Assistant	\$ 3,500.00 \$ 2,525.00
Majorette Coach		\$ 1,000.00
Choral Director		\$ 3,000.00
Pep/Booster Club		\$ 500.00
Middle School		
Band & Orchestra	Director Assistant	\$ 1,800.00 \$ 1,800.00
Choral Director		\$ 1,800.00

Elementary School

Choral Director		\$ 659.00
	ACADEMICS	
High School		
Academic Superbowl		\$ 500.00
Spell Bowl		\$ 1,000.00
Student Council (2)		\$ 1,500.00
Honor Society		\$ 750.00
Class Sponsors (4)		\$ 750.00
Newspaper		\$ 500.00
Yearbook		\$ 1,500.00
Speech and Debate		\$ 2,500.00
Science Olympiad		\$ 1,000.00
Robotics/Lego Club		\$ 1,500.00
Chess Club		\$ 500.00
Black History Superbowl		\$ 500.00
STEM		\$ 1000.00
ROTC		\$ 500.00
Middle School		
Spell Bowl Competition		\$ 750.00
Student Council		\$ 750.00
Honor Society		\$ 500.00
Newspaper		\$ 500.00
STEM		\$ 750.00
Science Olympiad		\$ 750.00
Elementary School		

Speech Contest	\$ 500.00
Spelling Bee Competition	\$ 500.00
Student Council	\$ 500.00

APPENDIX C EARLY RETIREMENT INCENTIVE

REASONS FOR THE EARLY RETIREMENT INCENTIVE

- A. Pursuant to Indiana Code 6-1.1-20.3-6.8, the Indiana General Assembly has declared the Gary Community School Corporation a distressed political subdivision.
- B. An early retirement incentive will allow the School Corporation to achieve long term cost savings in certificated personnel and may allow the School Corporation to reorganize its teaching staff in a manner that could minimize or possibly even avoid a reduction in force.
- C. Thus, the parties have agreed to offer an early retirement incentive to qualifying teachers during the 2022-2023 school year.

The parties agree to offer an early retirement incentive in accordance with the following terms and conditions:

- 1. General Overview. An early retirement incentive benefit will be made available to currently employed teachers of the School Corporation who meet all of the criteria set forth herein. The early retirement incentive benefit will be limited to the fast twenty (20) teachers who submit their written retirement notification and completed application for the early retirement incentive benefit (the "Application") and meet all other requirements set forth herein. If the number of teacher applicants exceeds the maximum cap of 20 teachers, then teacher applicants will be approved in descending order based on the date and time the retirement notification and completed Application was received in the Human Resources Office. Retirement notifications and Applications must be submitted in writing by hand delivery to the Office of Human Resources during the time window set forth in paragraph 4 below. The early retirement incentive benefit will be awarded on a first come, first served basis to the first 20 teachers who meet all of the requirements set forth herein.
- 2. <u>Eligibility Criteria.</u> In order to be eligible for the early retirement incentive, the Teacher must:
 - a. Fulfill his/her teaching contract through the end of the 2022-2023 school year; **AND**
 - b. Be at least sixty (60) years of age or older by June 30, 2023; AND
 - Have at least ten (10) years of continuous teaching experience in the Gary Community School Corporation immediately preceding applying for the early retirement incentive; AND
 - d. Be within the first twenty (20) teachers to properly apply for the early retirement benefit; **AND**
 - e. Meet the submission requirements and deadline set forth in paragraph 4 below.
- 3. <u>The Early Retirement Incentive Benefit.</u> A one time cash payment, as delineated in paragraph 4, will be paid to the first twenty (20) teachers who meet all requirements

set forth herein (less all required taxes and deductions). This early retirement incentive benefit will be in addition to any other retirement benefit(s) that the teacher may be eligible to receive under the terms of the 2022-2023 Master Teacher Contract. The one time cash payment provided herein will be paid no later than the last payroll in June, 2023.

4. <u>Submission Requirements, Deadlines and Payment Amounts.</u> Applications to apply for the early retirement incentive benefit may be picked up in the Office of Human Resources beginning at 8:00 a.m. (CST) on November 28, 2022.

Early Retirement Incentives will be distributed as follows:

For the first ten teachers that submit a Notice of Retirement and completed Application and meet all requirements herein on or before January 3, 2023 at 3:00 p.m. (CST) Twenty-Two Thousand Dollars (\$22,000).

For the next ten teachers that submit a Notice of Retirement and completed Application and meet all requirements herein on or before March 1, 2023 at 3:00 p.m. (CST), Eighteen Thousand Dollars (\$18,000).

No Application for the early retirement incentive benefit will be accepted after 3 p.m. (CST) on March 3, 2022. Certificated employees applying for this offer will be notified no later than May 17, 2022 whether their Application has been approved. Once an applicate is approved for the early retirement incentive benefit, then the teacher's Application will be deemed his/her irrevocable notice of retirement, which will be effective at the end of the teacher's 2022-2023 contract year. Any applicant who is not selected for the early retirement incentive benefit will NOT be deemed to have retired and will remain actively employed with the School Corporation.

This Appendix C is incorporated into the 2022-2023 Master Teacher Contract and has been ratified as part of the 2022-2023 Master Teacher Contract.