

# AGREEMENT

Between

BOARD OF SCHOOL TRUSTEES

CLARKSVILLE COMMUNITY  
SCHOOL CORPORATION

CLARKSVILLE, INDIANA 47129

And

CLARKSVILLE EDUCATION ASSOCIATION

July 1, 2018 through June 30, 2019

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**THE AGREEMENT**

THIS AGREEMENT entered into this 13th day of November, 2018 by and between the Board of School Trustees of the Clarksville Community School Corporation, Clark County, Indiana, hereinafter called "The Board" and the Clarksville Education Association, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called "The Association".

WITNESSETH:

WHEREAS: The Board and the Association recognize and declare that providing quality education for the children of the Clarksville Community School Corporation is their mutual aim, and

WHEREAS: The Board and its designated representatives have met with representatives of the Association and entered into extended deliberate negotiations concerning salaries, wages and salary and wage related fringe benefits, and

WHEREAS: The Board is of the opinion that its certificated employees and other employees should give it the benefit of their experience and knowledge in providing the best education services for the children it serves, and

WHEREAS: The State of Indiana has adopted a Collective Bargaining Law for certificated teachers, and

WHEREAS: The Collective Bargaining Law delineates between those items that are negotiable and those items that are discussable, and

WHEREAS, The Board and the Association do hereby mutually agree as follows:

**ARTICLE I  
RECOGNITION**

A. The Board hereby recognizes the Clarksville Education Association as the exclusive representative of all full-time certificated teachers as defined in Indiana Code in the Clarksville Community School Corporation.

B. Definitions:

1. The term "teacher" when used in this Agreement shall refer to all certificated personnel employed by the Board except the Superintendent, the Assistant Superintendent/Business Manager, the Principals, the full time Athletic Director, Theatre Director and the Assistant Principals.

2. The terms "Board" and "Association" shall include authorized officers,

representatives and agents of each.

3. The term "school corporation" when used in this Agreement shall refer to the Clarksville Community School Corporation of the County of Clark, State of Indiana.
- C. When references are made to male teachers in this Agreement, it also includes female teachers.
- D. Association Membership:
1. The Board agrees to deduct from the salaries of teachers who are members of the Association, the dues of such Association for those teachers who voluntarily and individually authorize this deduction on forms provided by the Association.
  2. For teachers submitting an Association dues deduction form to the Board by the first pay date in September of any school year, membership dues will be deducted in sixteen (16) approximately equal bi-weekly installments beginning with the last pay date in September.

## ARTICLE II COMPENSATION AND EXPENSES

### A. COMPENSATION AND COMPENSATION MODEL:

1. The ECA schedule for 2018-2019 is set forth in Appendix "C".
2. For the purpose of calculating payroll deduction, effective 12-1-2005 the Board agrees to contribute up to the amount of \$4,500 to any employee who chooses to participate in a Corporation Single Health Insurance Plan or \$6,100 for any employee who chooses to participate in a corporation's Family health insurance plan. See Appendix B for insurance benefits.
3. The Board will contribute \$100.00 dollars a day for any unused annual days over 120 (or the teachers maximum amount if they were grandfathered at a higher amount) into a tax-sheltered account or a teacher may sell back their unused annual days when they reach an accumulation of 60 at \$80.00 a day paid into a tax-sheltered account.
4. Compensation Model for 2018-2019 School Year
  - a. NEW HIRES: New teachers who are hired for the 2018-2019 school year shall receive compensation of a minimum of \$36,720.00 per year, assuming the teacher has a Bachelor's Degree and no experience. The salary schedule for newly hired teachers is found in Appendix A. In the event a newly hired teacher has an additional degree beyond a Bachelor's, and/or credit hours beyond a Bachelor's or Master's and/or previous teaching experience, he or she will then receive a salary in a range at the

same level as current teachers possessing these same degrees and/or experience. Credit for all years of experience will be granted for teaching experience obtained at accredited schools during which time the hire held a degree in education.

- b. SALARY RANGE: The salary range for the 2018-2019 school year before any base salary increases are applied is \$36,720 to \$60,748.
- c. BASE SALARY INCREASES: The parties have agreed that base salary increases will be granted during the 2018-2019 school year for teachers who meet the general eligibility criteria and factors set forth below.
- d. GENERAL ELIGIBILITY: To be eligible to receive a base salary increase for the 2018-2019 school year, the teacher must:
  - i. Have a base salary (before increases are applied) that exceeds \$36,720; and
  - ii. Must have been employed at least 120 days in the prior school year.

A teacher who does not satisfy these eligibility criteria remains at his/her prior year salary.

- e. FACTORS AND DEFINITIONS:
  - i. Evaluation: The teacher received a highly effective or effective evaluation rating for the prior year; and
  - ii. Meeting Academic Needs of Students: The importance of retaining teachers in the corporation with lower salaries as determined by the Superintendent.
- f. DISTRIBUTION OF BASE SALARY INCREASES:
  - i. Evaluation: Eligible teachers meeting this definition will receive a \$10.00 increase to their base salary.
  - ii. Meeting Academic Needs of Students: Eligible teachers who the Superintendent determines meet this factor will receive an increase in their base salary in a range between \$5.00 to \$750.00. The specific amount applied to each individual teacher under this factor will be determined at the Superintendent's discretion; provided, however, the individual amount must fall within the bargained range set forth herein.

- g. REDISTRIBUTION PROVISION: No funds have been allocated for teachers who were rated ineffective or improvement necessary. Therefore, no redistribution plan is necessary.
  - h. ONE-TIME STIPEND: Any teacher who is either ineligible for a base salary increase or receives a base salary increase that is less than \$750.00 will receive a one-time stipend that is calculated as follows: \$750.00 -- teacher's 18/19 base salary increase = teacher's one-time stipend amount.
  - i. Teachers rated needs improvement or ineffective for the prior school year are ineligible for a base salary increase.
5. Teachers newly hired beginning in the 2017-2018 school year who have accumulated unused sick days from a previous school corporation may transfer three (3) sick days each year he/she is employed at CCSC until the entire balance of accumulated sick days has been transferred.

B. RETIRED TEACHERS WHO ARE HIRED BY THE CORPORATION:

Retired teachers who are employed by CCSC shall be placed on the salary schedule in Appendix A at the beginning salary level, unless the Hard to Fill language in Article II, D is applicable.

C. HARD TO FILL POSITIONS:

- 1. A "hard to fill position" occurs whenever a vacancy for a teaching position is posted and either no applications are received or the applicants who do respond are deemed unacceptable to fill the position.
- 2. Whenever the Superintendent determines that a vacant teaching position meets the criteria of being "hard to fill", the Superintendent shall notify the President of the CEA. Upon notification, the Superintendent shall then be given the exclusive authority and discretion to seek a qualified person for the hard to fill position and the Superintendent shall be allowed to offer such a person a salary so that the Superintendent may secure a person for this hard to fill position. It is recognized that the salary offered may be different than and greater than that paid to existing teachers with commensurate experience and degrees.
- 3. The salary offered shall be considered this teacher's base salary.

D. EXTRA DUTIES AND ASSIGNMENT: Nothing contained in this contract shall be construed to require the Board to assign a teacher to any extra duty activity for which pay is provided. It is recognized that extra duty assignments are for the duration of the contract with the teacher concerned and not to be construed as an ongoing assignment from year to year. The right of assignment has not been bargained and is being included for informational purposes only.



E. PAY ELECTIONS:

1. Teachers will have the following pay option:
  - a. Total pay in twenty-six (26) biweekly pay periods.
2. All teachers shall participate in direct deposit of their paychecks.
3. Extra-curricular pay may be payable in one of the following ways at the option of the teacher:
  - a. Over the 26 bi-weekly pay periods. To be paid in this manner, the position would have to be Board approved prior to the first pay period of the current school year along with a signed ECA contract.
  - b. Paid one-half (1/2) on paycheck #9 and one-half (1/2) on paycheck #21. (Check #9 is on 12/7/18 and check #21 is on 5/24/19)
  - c. Paid in full when the position is completed.
  - d. Paid in full at the end of the school year on check #21. (Check #21 is on 5/24/19)

F. AUTOMOBILE MILEAGE: All authorized use of the teacher's personal automobile pursuant to assignment by an Administrator shall be reimbursed at the rate used for IRS income tax deductions, per mile. Detailed claim shall be made on Form 101, State Board of Accounts.

G. SCHOLARSHIP FOR MASTER'S DEGREE:

The Board agrees to make available a total not to exceed \$15,000 to be used as scholarships to help defray the cost of securing a Master's Degree. The following provisions shall apply:

1. Period. The \$15,000 shall be available from July 1, 2018 through June 30, 2019.
2. Only teachers who seek to secure a Master's Degree in a content area directly related to the subject matter of a dual credit course or an elementary teacher seeking a Master's Degree in math or reading and literacy or any other content area that has been pre-approved by the Superintendent.
3. Up to \$1,000 shall be made available to each teacher seeking such a Master's Degree for each semester in which the teacher is enrolled in an accredited post-graduate course. To receive this amount, the teacher must submit a proposed education plan to the Superintendent and a reimbursement plan will be arranged as agreed by the Superintendent and the teacher. No plan will be approved if the teacher qualifies for free tuition.

4. Each teacher seeking this scholarship must apply to the Superintendent for approval. The teacher must present evidence of being accepted and enrolled in an accredited post-secondary Master's Degree program in the areas noted above. The Superintendent shall have the exclusive authority to determine whether the program in which the teacher is enrolled is one which meets the criteria of enabling the teacher to either teach a dual credit course or earning a Master's in math or reading and literacy or other program approved by the Superintendent. The Superintendent has the exclusive authority to determine the number of teachers who are accepted for receipt of the scholarship.
5. Each teacher who is accepted will receive up to a maximum of \$1,000 per semester with the actual amount being received determined by the cost of the credit hours in which the teacher is enrolled for each specific semester. The teacher will be required to make the payment to the school in which he or she is enrolled and upon providing the Superintendent's office proof of the cost of the courses for each semester shall then receive reimbursement under terms approved by the Superintendent for the actual cost per credit hour of the courses in which he or she is enrolled for each semester up to the maximum of \$1,000.
6. Those teachers who initially applied and began to receive such scholarships in January 2018 shall have priority for receipt of ongoing scholarships for the balance of the current contract term. Teachers enrolled in acceptable Master's Degrees programs who are receiving the scholarships shall be required to maintain a C average in each course in which he or she is enrolled. In the event, the teacher fails to maintain a C grade average, he or she shall no longer receive the scholarship and shall be required to repay all scholarship monies received within 60 days. In addition, if the teacher leaves the corporation within twelve (12) months of receiving the scholarship, then the teacher shall repay the corporation the full amount of the scholarship upon severing employment. The exceptions to this repayment requirement are as follows:
  - a. If the teacher retires from teaching, or
  - b. The teacher becomes incapacitated and is no longer able to fulfill his/her duties as a teacher.
7. In the event a teacher receiving a scholarship fails to complete the Master's Degree program and/or withdraws for any reason (except illness), he or she shall be required to pay all monies given pursuant to the scholarship within 60 days.

#### H. PAID PROFESSIONAL DEVELOPMENT

In the event that a teacher attends Paid Professional Development which costs the School Corporation more than \$500, and the teacher leaves the corporation within twelve (12) months of the training, the teacher shall repay the corporation the full cost of the Professional Development upon severing employment. The exceptions to this requirement are as follows:



1. if the teacher is asked to attend the training by the corporation, or
2. the teacher retires from teaching, or
3. the teacher becomes incapacitated and is no longer able to fulfill his/her duties as a teacher.

**ARTICLE III  
LEAVES OF ABSENCE**

A. PAID LEAVES-OF-ABSENCE:

1. Twelve (12) days paid leave shall be credited to each teacher annually on the first day of each employment year. Five (5) days of this amount shall be designated as "personal days." Seven (7) days of this amount shall be designated for use in the event of illness of the teacher and/or his/her immediate family. Leave days shall be allowed to accumulate to a maximum of one hundred twenty days (120). Accumulated days shall be used exclusively in the event of illness of the teacher and/or his/her immediate family.
2. The use of leave days and/or accumulated days is subject to the following:
  - a. Leave days and/or accumulated days which are designated for use for illness are to be used exclusively for that purpose.
  - b. If a teacher intends to use personal days on the day before or after any school holiday or break the teacher must give ten (10) work days advance notice to his/her Principal. If such advance notice is not given, the teacher shall have a deduction of two (2) days for each day used. In the event of illness or bereavement before or after any school holiday or break the teacher must bring in documentation or the teacher will lose two (2) days of leave for each day used.
  - c. The number of consecutive days of absence for illness using either leave days or accumulated leave days is limited to three (3) without documentation from a doctor of illness of the teacher or an immediate family member.
  - d. The teacher will be required to meet with the Principal of his/her school to discuss any unusual pattern of absence.
  - e. Summer school employees shall receive additional leave time for Summer School Leave for any purpose otherwise granted during the regular school year at the following rates: ½ Day for 1-60 Hours of Instruction; a day for 61-119 hours of instruction; 1½ Days for 120 and Above Hours of Instruction
3. OTHER PAID LEAVES OF ABSENCE: Paid leaves not charged to accumulated

leave shall be granted a teacher as follows (documentation for any of these leaves will be provided upon request): miscarriage by the employee or the employee's partner included in the reasons one may use bereavement

- a. Bereavement leave with full salary and benefits of up to five (5) school days due to a death in the immediate family which includes spouse, brothers, sisters, parents, siblings, children, grandparents, and grandchildren and similar relationships by marriage or "step", a significant other, a life partner, others living in the household, and other family member(s) who is/are dependent upon the teacher. If a teacher or the teacher's partner has a miscarriage, then the unborn child will be deemed an "immediate family" member of the teacher and the teacher may use bereavement leave under this provision. In the event of the death of an aunt, uncle, nephew, or niece, bereavement leave with full salary and benefits for up to three (3) days shall be granted. In the event of the death of a cousin, bereavement leave with full pay and benefits of one (1) day shall be granted.

If the employee attends the funeral requiring travel of 300 miles or more, the employee shall be granted up to three (3) additional days which shall be charged against the teacher's annual leave. The school days must be used within one year and one day from the date of death.

- b. Jury duty leave when a teacher is properly summoned and serves on a jury. The teacher's regular contract pay shall be reduced by an amount equal to the per diem allowed by the court for jury service.
- c. Professional development leave with full salary and benefits when requested for the teacher by the Administration and approved by the Board for professional visits or meetings. Travel request may be submitted.
- d. Professional Leave. Teachers may be granted up to three (3) days with pay within a school year for the purpose of visiting other schools or attending meetings or conferences of an educational nature within the area of the teacher's certification.
- e. Sabbatical leaves will be granted based upon the following criteria:
- Any teacher applying for a sabbatical leave must have been employed at Clarksville Community School Corporation for at least seven (7) consecutive years.
  - A teacher applying for sabbatical leave must submit the application for leave at least six (6) months prior to the start of the leave.
  - All leaves will be for one (1) consecutive school year in length.



- Any teacher applying for sabbatical leave must not be on an improvement plan and his/her summative evaluations for the previous three years must have rated the teacher either as effective or highly effective.
  - Sabbatical leaves will only be granted for formal full-time education, study, research or travel related to the area in which the employee is teaching or in order to add an endorsement or additional license. The teacher will provide documentation to confirm that these requirements have been met.
  - Sabbatical leaves will be limited to one (1) teacher per school year.
  - No sabbatical leave will be granted unless the Board is able to secure a replacement for the teacher.
  - During the sabbatical leave the teacher will receive no salary or the payment of any other benefits by CCSC. However, health insurance will remain in place and the teacher will be responsible for paying 100% of the premium during the year of leave.
  - Teacher shall be allowed to return to CCSC at the conclusion of the sabbatical leave and shall be returned to a comparable position. The only exception shall be if the position is eliminated due to budgetary considerations.
  - The teacher will continue to accumulate all seniority experience that would have been accrued had he or she not been on leave.
  - A request for sabbatical leave may only be made by a teacher once every seven (7) years.
  - The Superintendent will prepare an appropriate application to be used.
  - All sabbatical leaves must be approved by the Board.
- f. Court leave when properly summoned for the time necessary to make appearances in any court proceeding resulting from activities relating to the teacher's employment with the school corporation.
- g. Maternity leave. A teacher who is pregnant shall be entitled, upon request, to a leave of absence to begin at any time between the commencement of her pregnancy and one (1) year following the birth of the child. The teacher shall notify the Board, in writing, of her desire to take such leave, the expected duration of the leave, and, if possible, shall

give such notice at least thirty (30) days prior to the date on which her leave is to begin. With the notice, the teacher shall include a physician's statement certifying her pregnancy or include a copy of the birth certificate of her child, whichever is applicable. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. All or any portion of a leave taken by the teacher because of a medical disability connected with, or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.

h. Sick Leave Bank.

1. The purpose of the sick leave bank is to relieve certified staff from undue financial burdens due to absence from work on a long-term basis due to illness, injury or incapacitation sufficiently severe that would make their presence in school inadvisable. This includes allowing for the staff member to care for an immediate family member (spouse, child, parents/in-law) that fall in the above categories.
2. The Board will contribute no days to the sick leave bank.
  - a. Each participant in the bank may contribute two (2) days the first year and one-half (1/2) day each succeeding year (when the number of accumulated days is the maximum, only new members will be asked to contribute days). Membership in the bank will be open to ALL certified employees. At the conclusion of each school year, the bank's unused days will be carried over to the next year.
  - b. Membership shall be by annual enrollment.
3. An individual member that is enrolled and has been employed by Clarksville Community School Corporation (CCSC) for less than one year will be able to request a total of two (2) days.
4. Any individual member wishing to use the bank must submit a letter of request to the Clarksville Education Association (CEA) president.
  - a. The committee shall consist of 3-5 members.
  - b. The president of the Association shall appoint for two-year terms three (3) members who are contributing members of the sick leave bank.
  - c. Vacancies on the committee shall be filled before the next meeting.



- d. The committee will meet during the school year as needed. Special meetings may be called by the chairperson at the request of any committee member. A majority of members will be required for official action of the committee.
5. Any participating teacher who has exhausted his accumulated annual leave and is a participating member is eligible to apply to the sick leave committee for compensation for further absences from work during the current contract year.
6. The sick leave bank committee MAY grant, deny or suspend grants of sick leave from the bank. Their judgment or decision will be final. Persons withdrawing sick leave days from the bank will not have to replace these days except as a participating member of the bank.
7. Medical documentation must be provided upon request.
8. This program extends from the first day of school to the last day of school as shown on the school calendar. Enrollment in the program shall be made only at the beginning of each school year or upon employment. New teachers hired after the beginning of school shall have the opportunity to enter the program.
  - i. Military leave will be provided in accordance with the law.
  - j. General Assembly Leave will be handled in accordance with Indiana Code 20-28-10-16.
  - k. Association Leave Days. Two (2) Association leave days each school year may be taken by the Association President or the President's designee for association activities (for example, attending an association training, lobbying, representing a member in a meeting with administration, etc.) Any leave days taken pursuant to this provision must be pre-approved and verified by the Superintendent prior to the leave.

**ARTICLE IV**  
**403 (b) Annuity Plan**

- A. Each teacher may elect to make a salary reduction election and make tax deferred contributions, to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code. The Board shall forward salary reduction money to the appropriate vendor each month.

- B. The school corporation shall maintain one approved vendor for the salary reduction contributions made to 403(b) Plan.



**ARTICLE V  
EARLY RETIREMENT INCENTIVE**

If the Clarksville Community School Corporation Board of School Trustees would decide to offer an early retirement incentive to teachers during the 2018-19 school year, the superintendent will notify eligible teachers of the terms of the early retirement incentive no later than March 1, 2019. If an early retirement incentive would be offered by the Board during the 2018-19 school year and an eligible teacher would like to accept the incentive, then such eligible teacher must notify the Superintendent of his/her intention to accept the incentive by no later than May 1, 2019.

**ARTICLE VI  
SUPPORT OF TEACHERS**

ASSAULTS: Absence due to injury and/or disability as a result of an assault by students or non-students on school property or off school property when the teacher is on school business shall not be charged against the teacher's sick leave.

**ARTICLE VII  
GRIEVANCE PROCEDURE**

A. GRIEVANCE PROCEDURE

This Grievance Procedure, hereinafter referred to as "Procedure", stipulates the conditions under and the procedures by which grievances alleged by certain certificated school employees as defined in this Contract shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following grievance procedures.

B. DEFINITIONS

1. "Grievance" means, and shall be limited to, an alleged violation of an express article or section of this written Contract, except where such article or section is exempt from this Procedure.
2. "Superintendent" means the chief administrative officer of the School Corporation, or designee.
3. "Grievant" means the certificated school employee(s) directly affected by the alleged violation making the claim.
4. "Day" means school employer assigned duty day of the teacher which occurs during the term of a teacher's individual contract, provided, however, that at all other times, "day" shall mean week day.

C. STRUCTURE

1. The grievant may be represented by any person(s) of his own choosing at all levels of the Procedure, limited however to a total of two (2) representatives.
2. There shall be no additional evidence, material, allegation, or remedy submitted by the grievant or his representative during the grievance process, once a formal grievance has been filed at Formal Level One. The superintendent shall waive the restrictions on additional evidence or material stipulated herein upon request of the grievant provided that the grievant documents that said additional evidence or material was either not known or not available to the grievant at the time said grievance was filed at Formal Level One.

D. PROCEDURE

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and school employer.

1. INFORMAL GRIEVANCE

- a. Within fifteen (15) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to his principal or immediate supervisor or his designee by meeting with him individually in an informal manner during non-teaching hours. The grievant may be accompanied by a representative as provided herein, provided his principal or immediate supervisor is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the principal or immediate supervisor or his designee shall give his answer orally to the grievant.

2. FORMAL GRIEVANCE

a. Level One

- (1) Within five (5) days of the oral answer, or within twelve (12) days after presentation of the grievance at the Informal Level if no oral answer has been rendered, or if the grievance is not resolved, it must be filed by the grievant with the principal or designee in writing, signed by the grievant, on the appropriate grievance form (Appendix D).

The written grievance shall name the certificated school employee involved, shall state the facts giving rise to the grievance, shall



identify by specific reference all express articles or sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said articles or sections, and shall indicate the specific relief requested.

- (2) Within seven (7) days after receiving the written grievance, the principal or supervisor or his designee shall communicate his answer in writing to the grievant.

b. Level Two

- (1) In the event that the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided said appeal is filed with the superintendent within ten (10) days of receipt of the written answer at Level One or within seventeen (17) days after presentation of the grievance at Level One if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted.
- (2) The grievant shall submit the written claim, signed by him/her, to the Superintendent of Schools. Within ten (10) days from the receipt of the grievance the superintendent shall render a written decision to the grievant as to the resolution of the grievance. The superintendent may hold a formal hearing(s) prior to the rendering of the written decision and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the superintendent determines further investigation is necessary.

c. Level Three

- (1) In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to the school employer provided the grievant files said written appeal with the school employer within seven (7) days of the receipt of the superintendent's written answer, or, if no written decision has been rendered by the superintendent, either within seventeen (17) days or within thirty-one (31) days after presentation of the grievance at Level Two, whichever is applicable. The Board may hold a formal hearing(s) prior to the rendering of the written decision and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the Board determines further investigation is necessary. The decision of the School Board shall be final.

E. MISCELLANEOUS

1. Decisions rendered at Formal Level One, Level Two, and Level Three of this procedure shall be in writing.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
3. All necessary forms for the grievance procedures set forth in this Procedure shall be provided by the superintendent.
4. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless such time limits are extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the school employer's answer at the previous level.
5. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held at non-teaching hours unless otherwise directed by the school employer.
6. No certificated school employee shall use this Procedure to appeal any decision by the school employer or administration if such decision is based upon mandates of a State or Federal Regulatory Commission or Agency.
7. Certificated school employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
8. This Procedure supersedes all previous grievance policies or procedures, verbal or written or based on alleged past practices or procedures, and constitutes the entire procedure for the processing of grievances.

**ARTICLE VIII  
EXPANDED CRIMINAL HISTORY BACKGROUND CHECK**

The school corporation shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per IC 20-26-5-10.



**ARTICLE IX  
ANCILLARY DUTY PAY**

If the School Corporation requires a teacher to attend training outside of the teacher's contracted work day, then the Superintendent may authorize a stipend to be paid through grant funds if grant funds are available, and if grant funds are available, then the stipend will be paid pursuant to the terms of the grant.

**ARTICLE X  
TERM OF AGREEMENT**

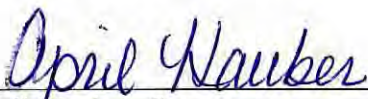
- A. This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2018, and shall continue in effect through the 30<sup>th</sup> day of June, 2019.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other party, either shall do so by certified letter at the following addresses:

If by the Association to the Board, at  
200 Ettels Lane  
Clarksville, IN 47129

If by the Board to the Association, at  
969 West McClain Avenue  
Scottsburg, IN 47170

FOR THE CLARKSVILLE  
COMMUNITY SCHOOLS

  
\_\_\_\_\_  
Bill Wilson, President  
Board of School Trustees

  
\_\_\_\_\_  
April Hauber, Secretary  
Board of School Trustees

  
\_\_\_\_\_  
Tina Bennett, Superintendent

FOR THE CLARKSVILLE  
EDUCATION ASSOCIATION

  
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Janet Wagner, President

CEA Ratification Date: November 7, 2018

School Board Ratification Date: November 13, 2018