

TEACHER HANDBOOK

Hamilton Southeastern Schools

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ASSOCIATION INFORMATION

Use of Facilities

The Association shall have the right to use school auditoriums and other available rooms at reasonable times for meetings of members of the Association for the purpose of conducting the regular business of the Association provided that prior arrangements have been made with the building principal or the Superintendent so that such use does not conflict with other scheduled school or community activities. Uses requiring extra custodial duties shall be paid for by the Association. Other uses, including but not limited to fundraising activities and meetings open to other than teachers, shall be subject to the published rules of the Board in regard to the use of school facilities.

Orientation

Association Business

The Association shall be placed on the agenda and given sufficient time allotment during opening teacher meetings to conduct its business.

Use of Time on Opening Days

It is mutually understood that preparation of a teacher's room and materials for the opening of school cannot be adequately done in the time available within the normal workday during the first two (2) days of the school calendar.

Nevertheless, the administration is expected to schedule and conduct building and district staff meetings efficiently to preserve as much time as they can for teachers to work on individual projects.

Board Provided Space or Facilities

Filing Cabinet Space

The Board will provide sufficient space for an Association filing cabinet provided that this can be done without additional cost to the Board and without using space needed for school activities.

Bulletin Board Space

A bulletin board or space shall be provided in each building for the Association's use. All materials posted on such bulletin boards or space shall concern Association matter or activities and not include any statements or representations derogating an individual.

Public Board Meeting Agenda

The printed agenda and other public materials prepared for the Board and made available to the public at Board meetings shall be made available to the Association President.

Association Dues Deduction

The School Corporation agrees to deduct the annual dues of the Association from the salaries of teachers who authorize such deduction. The Association shall provide authorization forms for the deductions in compliance with State law. The completed authorization form must be submitted to the School Corporation not less than ten (10) calendar days prior to the issuance of the first October paycheck in order to institute dues deduction. The authorization of Association dues deduction shall be on a continuing basis unless revoked, in writing, by the teacher through the Association between the dates of August 15 and August 31 or through the School Corporation in accordance with the applicable State law.

The Association shall submit an alphabetical listing of all teachers for whom dues are to be deducted during the school year with a written statement of the amount of the dues not less than ten (10) calendar days prior to the issuance of the first October paycheck. A substantially equal portion of the annual dues shall be deducted from each paycheck issued beginning with the first paycheck in October and ending with the last paycheck in July.

For a teacher hired less than twenty-one (21) days prior to, or after, the submission of the list, the Association shall submit a completed authorization form, and a written statement of the amount of the dues to be paid by the teacher, within twenty-one (21) calendar days after the teacher is hired. A substantially equal portion of the annual dues shall be deducted from each paycheck issued beginning the second paycheck issued after submission of the completed authorization form and ending with the last paycheck in July.

For any teacher who revokes the dues deduction authorization, dues deduction may be reinstated only at the beginning of the school year by submission of a completed authorization form in accordance with the procedures set forth in this Section.

The dues collected by the School Corporation shall be given by check to the Association designee by the next business day after each pay date dues are deducted. A list identifying each teacher from whom Association dues were collected by the School Corporation and the amount of the collected dues will be prepared for each pay period. The list will accompany the check for collected dues remitted by the School Corporation to the Association.

The Association shall indemnify and hold harmless the School Corporation against any litigation, claims, demands, suits, or other forms of liability that may arise out of or by reason of actions taken or not taken by the School Corporation as a result of administering this Section. Association dues deductions will be available as long as allowed by state law.

Payroll Deduction/Deposit

Upon appropriate written authorization from the teacher, the Board shall deduct and/or deposit from the paycheck of any teacher and make appropriate remittance for approved annuities, insurance, and financial institutions. Deposit and deduction are contingent upon electronic capability.

Absence for Association

When the Superintendent or his/her designee and the Association agree that a teacher must be absent from a classroom teaching assignment for Association business, the teacher will not be charged with a leave.

Association Leave

The Association President or his/her designee shall be granted twelve (12) days on years where the legislature meets for a long session and ten (10) days on years where the legislature meets for a short session for Association business without loss of compensation. Sub cost will be paid by the Corporation. A request should be made two days prior to the leave, if possible.

Release Time For Association President

The local association president will receive 50% of each school day of release time daily to conduct association business and carry out the duties of the president.

Discussion Team

A discussion team is established each year consisting of up to (1) Association member for each building appointed by the Association President. The Board may appoint up to an equal number of representatives to the discussion team, one of whom may be the Superintendent. The Association President may designate another teacher to attend if a team member is unable to attend a meeting.

The Discussion Team shall meet for the purpose of discussing the following matters in accordance with Indiana code [IC 20-29-6-7](#)

1. Curriculum development and revision
2. Textbook selection
3. Teaching methods
4. Hiring, evaluation, promotion, demotion, transfer, assignment, and retention of certificated employees;
5. Student discipline
6. Expulsion or supervision of students
7. Pupil/teacher ratio
8. Class size; budget appropriation
9. Safety issues for students and employees in the workplace, except those items required to be kept confidential by state or federal law
10. Hours
11. Funding for a plan for a remediation program for any subset of students enrolled in kindergarten through grade 12.
12. The following nonbargainable items under [IC 20-43-10-3.5](#):
 - A. Teacher appreciation grants.
 - B. Individual teacher appreciation grant stipends to teachers.
 - C. Additions to base salary based on teacher appreciation grant stipends.
13. The pre-evaluation planning session required under [IC 20-28-11.5-4](#).
14. The superintendent's report to the governing body concerning staff performance evaluations required under [IC 20-28-11.5-9](#).
15. A career pathways and mentorship plan established under [IC 20-20-42.2](#).

The Discussion Team shall meet in regularly scheduled monthly meetings which may be canceled by mutual agreement. This does not preclude the parties from mutually agreeing to meet for the purpose of discussion at times other than the regularly scheduled monthly meeting.

WORKING CONDITIONS

Length of the Work Year

The number of regular teacher workdays shall be the State minimum number of student instructional days plus five (5) days; provided; however, that the number of regular teacher workdays shall not be less than one hundred eighty (180) or more than one hundred eighty-five (185).

The school year for a teacher entering the school system for the first time may have one (1) additional day for “New Teacher Orientation” to be conducted by the teacher’s principal and/or immediate supervisors. The new teacher shall be paid the same salary as all teachers at the step where the teacher is placed on the salary schedule.

Length of Teacher Workday (Must be on duty at the designated time)

Pre-School	8:15AM Start	3:40PM End
K-4	8:35AM Start	4:00PM End
5-6 / SCI / FCI	7:35AM Start*	3:05PM End
7-8 / RIS / HIJH	7:25AM Start	3:00PM End
9-12	7:25AM Start	3:00PM End
HSFA	7:30AM Start	3:00PM End
FOCUS Day	7:50AM Start	3:35PM End

Length of Teacher Workday on PLC Meeting Mondays (Must be on duty at the designated time.)

Pre-School	8:15AM Start	4:05PM End
K-4	8:35AM Start	4:25PM End
5-6 / SCI / FCI	7:35AM Start*	3:30PM End
7-8 / RIS / HIJH	7:25AM Start	3:25PM End
9-12	7:25AM Start	3:25PM End
HSFA	7:30AM Start	3:25PM End
FOCUS Day	7:50AM Start	4:00PM End

Principals and teachers may agree to flex the start and end times of day for supervision and/or other duties.

Duty-Free Lunch

All teachers shall have duty-free time, without supervisory responsibility, of not less than thirty (30) consecutive minutes between 10:00 a.m. and 2:00 p.m. which shall be exclusive of any normal preparation period.

Preparation Time

Teachers in grades seven through twelve shall have one (1) period per day without supervisory or instructional duties for preparation.

Teachers in the elementary and intermediate schools shall receive an average of at least 250 minutes per week for preparation. The Board will attempt to provide each teacher with at least one preparation period of thirty (30) consecutive minutes per day. No elementary or intermediate school teacher shall have less than three (3) preparation periods of thirty (30) consecutive minutes per week and the Board will attempt to provide four (4). Segments of time, which are less than ten (10) minutes, shall not be considered in calculating preparation time.

Time Beyond the Regular Workday

After School Programs and Activities

If attendance by a building's teaching staff is required at more than four (4) after school or evening activities (excluding faculty, PD, and committee meetings), the scheduling shall be done after consultation with the faculty. The situation will be described in a general faculty meeting, in a memo to the faculty, or discussed with faculty representatives. In each case, opportunity for responses and suggestions will be given.

Faculty Meetings

The building administration will attempt to limit faculty meetings to one (1) per month. Meetings will be approximately one (1) hour in length. Building administration will use alternative forms of communication (written, electronic etc.) when possible to disseminate information in lieu of meetings.

Professional Development / Collaboration Sessions

Up to seven (7) professional development or collaboration sessions per year may be scheduled by administration. Building administration will use alternative forms of communication (written, electronic etc.), when possible, to disseminate information. Sessions will be approximately one (1) hour in length.

Committees

Administrators will attempt to limit teacher attendance at committee meetings to no more than two (2) per month.

Access to Buildings

A teacher will have access to the teacher's classroom, computer equipment, copier, and teacher mailboxes at reasonable times outside regular work hours for purposes related to the teacher's teaching assignment. Access is subject to building security procedures.

Progressive Discipline

When the administration is considering disciplining a teacher, the principal and/or superintendent or designee, will investigate the facts of the situation and determine whether the teacher's actions, or lack of action, justify disciplinary action. For other than critical matters which allow immediate discharge, the administration will attempt to correct employee conduct through the use of progressive discipline: oral reprimand, written reprimand, suspension. This may not apply in instances of contract renewal.

Any reprimand, warning, discipline, or investigation of a teacher shall be issued in a professional manner. Reprimands shall not be conducted in the presence of students, parents, or other teachers. Teachers may have a representative of the teacher's association present in conferences with the administration at the teacher's discretion.

If a teacher receives an oral reprimand, signed documentation of the oral reprimand will be placed in the principal's work site file and a copy given to the teacher.

Teachers may request an oral reprimand be purged from the principal's work site file.

Job Sharing

Teachers wishing to be considered for an assignment other than the traditional full-time or part-time contract should follow this procedure: Prepare an outline of the proposed job-sharing arrangement. Explain in some detail the manner in which the job would be shared, how responsibilities would be divided and the advantages of the job share for students. Teachers may either indicate the individual believed to be the best fit for the shared position or describe the characteristics of such a person if an individual is not identified. Teacher absences will be handled the same as any other teacher (teachers will choose the appropriate sick or personal day and input their absence into AESOP to request a sub). If the other teacher that is doing the job share wants to cover the absence, they will receive ½-day sub pay.

Two (2) regular contract full-time teachers requesting a reduction in their respective contracts from full-time to part-time employment will submit the job share proposal attached to the job share form acknowledging that they are entitled only to part-time benefits and employment. A return to full-time employment must be approved by the Administration. The teacher will present and explain this proposal to the building principal by May 1.

The principal will forward that proposal to the Assistant Superintendent, with either a positive or negative recommendation. If the decision by the Assistant Superintendent is to support the principal's recommendation for approval, the proposal will be taken to the Board of School Trustees for authorization. The proposal to continue a job share must be submitted each year along with the job share request form.

Junior High part-time/job-share teacher's contracts will be determined by the number of teachable minutes of the school day. This would include enrichment/remediation time built into the school day (i.e. SLT, Rivertime, B.E.S.T, SOAR).

Special Education

Access for all students to the general curriculum/environment

It is the intention of HSE schools to provide access for all students to the general education curriculum and environment. Therefore, students with disabilities that require the services of an Individual Education Plan or a section 504 plan will participate in the general education curriculum and environment according to their Least Restrictive Environment. The amount of time a student participates in the general education setting will be described in the IEP or 504 plan. These plans will be developed by the appropriate case conference committee according to the procedures set forth in Indiana Article 7 and the Section 504 guidelines.

General education teachers could be involved in a case conference committee for the purpose of determining the eligibility of a student for special education services and/or the creation or revision of the individualized education program of any special education student for whom the employee is responsible. Unless immediate action is needed, case conference committee meetings will be scheduled in consultation with administration, counselors, general education teachers, special education teachers, parents, and any others involved in the particular case conference.

Personnel Records Review

Teachers can request at any time a review of their corporation personnel file and can request a document to be purged. The teacher will need to make an appointment with a Human Resources representative. The Human Resources representative must be present during the review of the personnel file. Every attempt will be made for the review to be in a private office. If the teacher requests a document to be purged from the file, the Superintendent or Superintendent's designee has the final approval for purging a document. Before documentation of complaint about a teacher is placed in a teacher's personnel file, the teacher will be informed and the teacher will be afforded the opportunity to rebut such a complaint.

Liability Insurance Coverage

Teachers who transport students in corporation vehicles or dispense prescribed medicine will be covered by the corporation liability policy as long as no exclusions apply. The Hamilton Southeastern Education Association will be notified immediately if coverage is retracted.

HSE Schools strongly recommends that teachers do not transport students in their own vehicles. Teachers and other staff members can be held personally liable for any accident or injury that may occur. School administration will assist staff in meeting transportation needs of students through corporation transportation.

Travel Between Buildings

Teachers who are required by administration to travel between buildings during the school day will be compensated for the travel as defined in the Professional Agreement under Article II Section 5. One-half of a compensated prep time is equal to thirty (30) minutes, and one-quarter of a compensated prep time is equal to fifteen (15) minutes. Teachers who are required by administration to make more than one trip between buildings during the school day will receive a travel period.

Automobile Expenses

Teachers who are not provided with cars, and who are authorized to use their own automobiles in pursuance of assigned duties shall be reimbursed at the IRS rate not to exceed the amount [established in board policy](#).

Academic Year

The first day of the academic year will be defined as the first contractual day. The Board will attempt to schedule winter break to include two (2) full weeks and three (3) weekends; link to calendar: [School Calendar](#)

School Choice

The children of certified employees that reside in or out of the Hamilton Southeastern School district may choose to attend the school at which the employee is currently teaching. The teacher would notify the Transfer Appeals Committee of such decision. Teachers may request through the Transfer Appeals Committee for their child to attend schools that “feed into” or “out of” the school to which the employee is currently teaching. The school district will not provide transportation for students attending a school outside of their attendance area.

Resident Employee Non-Home School Transfer Appeals and Enrollment Guidelines

Hamilton Southeastern Schools will accept transfer appeals for students who are children of school corporation employees, who request enrollment at HSE Schools other than the employee’s building location or the identified home school. Transfer Appeal requests will be considered contingent on capacity of each grade level within the school corporation.

Capacity for K-6th grade students will be based on grade level student/teacher ratios. 7-12th grade students will be placed based on overall enrollment and core class balance (math, English, science, socials studies.) Capacity within area programs, such as high ability, IB, Academy of Finance, vocational programs, etc. will also be considered.

Upon submission of the Transfer Appeal, a student will be placed in a school as determined by the superintendent or his designee. A request for placement in a specific school is permitted, but such placement is not guaranteed. Every attempt will be made to provide stability in the placement of a student. Students who have legal settlement have priority over non-resident students.

Procedures:

- Current resident employee requests for non-building student enrollment must be submitted in writing, using the [attached form: Resident Employee Student Transfer Appeal Form](#) to Julie Hays (jhays@hse.k12.in.us) at the administration office by **the first Monday in May**.
- Reasonable efforts will be made to provide resident students with stability in placement; however, students may be reassigned to a different school, based on capacity.
- Placement of students will be made as quickly as possible, and notification will be delivered by email no later than **two weeks prior to the first day of school**.
- School transportation of resident students to a non-home school will be the responsibility of the employee.
- If an attending student’s parent is no longer employed at HSE Schools, the student will be allowed to complete the current semester at HSE schools.

Non-Resident Employee Children Enrollment Guidelines

In compliance with Indiana Law, Hamilton Southeastern Schools will accept enrollment of students who are children of school corporation employees, but do not have legal settlement within the corporation geographic boundaries.

Enrollment requests will be considered contingent on capacity of each grade level within the school corporation. Capacity will be based on grade level student/teacher ratios and on capacity within area programs, such as high ability, IB, Academy of Finance, vocational programs, etc.

Upon application of enrollment, a student will be placed in a school as determined by the superintendent or his designee. A request for placement in a specific school is permitted, but such placement is not guaranteed. Every attempt will be made to provide stability in the placement of a student. Placement will be based on the capacity of each grade level within the school corporation and/or area program.

Students who have legal settlement have priority over non-resident students.

If the number of applying non-resident students exceeds the capacity of the school corporation, the students who will be admitted must be determined by a random drawing in a public meeting of the school board.

Procedures:

- Current resident employee requests for non-building student enrollment must be submitted in writing, using the attached form: [Non-Resident Employee Student Transfer Appeal Form](#) to Julie Hays (jhays@hse.k12.in.us) at the administration office by **the first Monday in May**.
- Reasonable efforts will be made to provide non-resident students with stability in placement; however, students may be reassigned to a different school, based on capacity.
- Placement of students will be made as quickly as possible, and notification will be delivered by email no later than **two weeks prior to the first day of school**.
- School transportation of non-resident students to school will be the responsibility of the employee.
- If an attending student's parent is no longer employed at HSE Schools, the student will be allowed to complete the current semester at HSE schools.

Class Size

It is mutually agreed that the pupil-teacher ratio is an important aspect of an effective educational program and both parties agree that class size will be kept as low as financially feasible.

TEACHER EVALUATION

Teacher Evaluation & Development System

Information about the HSE Teacher Evaluation & Development System can be found by clicking here: [Certified Staff Evaluation and Development System](#)

Improvement Plan

Building Administrators will provide notification to a teacher in advance of being placed on a Professional Improvement Plan. Teachers may delay meeting with their administrator up to 24 hours or at a mutually agreed time. Teachers may have a representative of the teacher's association present in conferences with the administration at the teacher's discretion.

TEACHER LICENSING

Office of Educator Effectiveness and Licensing (OEEL)

The link below will take you to the Indiana Department of Education Licensing Department webpage with the most up to date information on Indiana licensing requirements and contact personnel. <http://www.doe.in.gov/licensing>

License Renewal

All certified personnel are required to have a valid Indiana teaching license. It is the responsibility of the teacher for keeping his or her license current. Failure to do so may result in receiving substitute teacher pay until the license is valid up to and including termination of employment with HSE Schools.

Licenses are renewed through the LVIS system with the Indiana Department of Education at the following link: <https://license.doe.in.gov/>

HSE REPA – PGP Information

Continuing education programs will comply with Rules for Educator Preparation and Accountability (REPA). Information on Professional Growth Points (PGP) and other district license renewal information can be found at the following link: [Teacher License Renewal, REPA-PGP Information](#)

IMAP

Indiana Mentor and Assessment Program - After receiving an Initial Practitioner License, beginning teachers, administrators and school service personnel will participate in a two (2) year period of mentorship. For up to date information and deadlines, click this link. <http://www.doe.in.gov/licensing/indiana-mentor-and-assessment-program- imap>

CPR Certification

Laurie Wilson (DES Nurse) offers American Heart CPR classes to the Hamilton Southeastern staff at a reduced cost throughout the school year at various buildings. For location and dates of the classes contact Laurie Wilson at: lwilson@hse.k12.in.us

Hamilton County Health Department

The Hamilton County Health Department offers an online format American Heart CPR program with hands on skill test at the completion of the program. For more information on this program email James Ginder at: james.ginder@hamiltoncounty.in.gov

Additional information and resources can be found at the Indiana Department of Education. <http://www.doe.in.gov/licensing/cpr-heimlich-maneuver-aed-certification>

Suicide Prevention Training

Suicide prevention training is now required to renew or acquire a teaching license. Click on the following link for IDOE for information and resources: <http://www.doe.in.gov/licensing/suicide-prevention-training>

For the link to an online course, select “national” version. This training is free at the following link: <http://www.sptsusa.org/>

ADDITIONAL SERVICES

Payday Procedures

Paydays shall be twice per month. The first of these will be the 15th or the last business day before the 15th. The second pay date will be the last business day of the month. For teachers, the first pay date will be the last business day of August.

Payment of salaries shall be made on a 24-pay basis to all teachers via direct deposit. Teachers who submit a written request by May 1, on forms provided by the administration office, shall receive their entire summer pay no later than June 30.

Junior High part-time/job-share teacher’s contracts will be determined by the number of teachable minutes of the school day. This would include enrichment/remediation time built into the school day (i.e. SLT, Rivertime, B.E.S.T, SOAR).

Extracurricular Assignments

Before any teacher is assigned to an extracurricular position, attempts will be made to find a qualified volunteer on the staff or from the community. For assistant coaches, interested, qualified, certificated staff members will be considered over lay coaches.

Canceled Instructional Days

Canceled student instructional days shall be rescheduled to meet the minimum number of student instructional days required by the applicable Indiana law. If instructional days are cancelled to an extent not covered by flex days, student make-up days will be discussed by the association and administration. Weekend make-ups will be discouraged.

Teacher Job Description

HAMILTON SOUTHEASTERN SCHOOLS JOB DESCRIPTION

POSITION: TEACHER

QUALIFICATIONS: As set by state certification standards

TERMS OF EMPLOYMENT: Contracts, compensations, and expectations will be consistent with state statute, Board policy, administrative regulations and negotiated agreement.

PERFORMANCE RESPONSIBILITIES:

1. Meet and instruct assigned classes in the locations and at times designated.
2. Develop and maintain a classroom environment conducive to effective learning within the limits of the available resources.
3. Encourage students to set and maintain standards of classroom behavior.
4. Employ a variety of instructional techniques and instructional media consistent with the available resources.
5. Take reasonable precautions to protect students, equipment, materials and facilities.
6. Evaluate student progress.
7. Assist in upholding and enforcing school rules, administrative regulations and Board policy.
8. Assist in selection of books, equipment and other instructional materials.
9. Work to establish and maintain open lines of communication with students and their parents concerning student academic and behavioral progress.
10. Perform all other reasonable assigned duties.

PERSONAL AND PROFESSIONAL RESPONSIBILITIES:

1. Nurture a positive relationship with super-ordinates, subordinates and peers.
2. Demonstrate respect for super-ordinates, subordinates and peers.
3. Support corporation decisions and direction relative to matters of policy and administrative directives. Work as a team player.
4. Demonstrate ability to deal with sensitive issues in a tactful and professional manner.
5. Address concerns and offer suggestions in an appropriate and confidential manner.

Summer School

Selection of Summer School Staff

The following factors will be considered to identify the teachers selected for tutorial and non-enrichment summer school classes:

- Presently under contract to teach in the same curricular area and level
- Certification
- Teaching performance
- Number of years of summer school experience

Summer School Contract

Contracts for summer school are for the entire length of the course. Individuals who fail to complete their contractual agreement may forfeit their right to teach future summer school classes. Summer school teachers under contract shall be paid their hourly rate for teaching summer school courses for which the School Corporation is reimbursed by the State based on the salary set forth in the regular teacher's contract. The hourly rate shall be computed in accordance with State law. A teacher's summer school salary shall be paid no later than one week after the conclusion of the summer session.

Anti-Bullying Training

Teachers are required to participate in Anti-bullying training in accordance with Indiana State Law. The training may occur by individual online training, small group instruction, or large group instruction.

Legal Compliance Webinar

Teachers are required to complete the *Legal Compliance Webinar* within the required timeframe.

ABSENCE REPORTING PROCEDURES

Preparing for a Substitute Teacher

It is essential for teachers to leave comprehensive plans for substitute teachers that minimally include the items listed below.

- Lesson plans
- Roster/seating charts – attendance procedures
- Daily schedule (times/periods) and procedures
- Emergency Folder and information on procedures
- Identification of students with special needs (IEP, Allergy, Medical, etc.)
- Names and contact info of staff who can assist the substitute

Teachers should plan a productive day for student learning in their absence. Teachers should refrain from planning unrelated excessive video or busy work.

Obtaining a Substitute

How to Enter an Absence and Request a Sub if Needed: As soon as you know you are going to be absent, you should enter your absence on the Aesop website and indicate whether or not a sub is needed. You will need to use your Aesop ID number and PIN number issued to you by Hamilton Southeastern Schools.

You can access Aesop via internet and phone 24 hours a day, seven days a week to enter and manage absences, and access other features:

1. Access Aesop on the internet at <https://www.frontlineeducation.com/Home> To enter an absence and request a sub, go to the “Create Absence” tab, complete the requested information, and click on “Create Absence.”
2. You can also call Aesop at 1-800-942-3767 and follow the voice prompts. When entering an absence, **please wait until you receive a confirmation number** before you terminate the phone call or close your internet browser window. **Your transaction is not complete until you receive a confirmation number.**

If you need any assistance, please contact your building sub coordinator or Patti Williams, HSE District Sub Coordinator, at pwilliams@hse.k12.in.us, or 317-570- 3343.

Adoptive Leave

A teacher may apply for a leave of absence without pay following the adoption of a child. This leave shall be for the balance of the school year in which the adoption occurs or the immediate successive school year if the adoption occurs during the summer. Upon initial application for the adoption, the teacher shall notify the HSE Benefits Manager of his/her intent. The period of leave shall commence when the teacher-parent obtains custody of the child.

A teacher, who adopts a child from over-seas, may elect to use up to an equivalent of thirty (30) days of accumulated sick leave for matters concerning the adoption, travel, and care of the child.

Administration will attempt to place a teacher returning from a leave to the position held before the leave, a substantially equivalent position, or a preferred open position. Administration may need to place the teacher in a position in the best interest of the district. Teachers returning from a full year or second semester leave must inform the administration of their intent to return by May 1. Failure to do so could result in loss of position. Teachers returning from a leave before the end of the school year must inform the administration of their intent to return, two (2) months prior to the end of the leave. Failure to do so could result in loss of position. Emergency situations will be handled on a case by case basis.

POSTINGS & TRANSFERS

Postings

All vacancies in present or newly created bargaining unit positions, including extra-curricular positions and summer school openings, will be posted internally on the Hamilton Southeastern website. Except for postings within two weeks of the first teacher day of school and emergency situations, the posting will remain active for seven (7) calendar days.

Transfer Request

Prior to August 1, current teachers under a regular contract (excluding temporary) who submit a written/e-mail application within the posting period, to the listed contact person, and who are properly qualified/certified, will be interviewed before the position is filled. Principals are not required to interview the same teacher for multiple positions more than once per year.

Involuntary Transfers

Performance, certification, and seniority are exclusively used for involuntary transfers between buildings.

Seniority is defined as the teacher's length of continuous service from the date of last employment in the corporation. Approved leaves do not interrupt seniority.

In the event teachers have equal length of service, seniority will be determined by:

1. Initial hiring date by Board
2. Birth date closest to January 1 in the calendar year (i.e., June 30 is closer to January 1 within a calendar year than December 31.)

Teachers with the primary assignment of K-4 High ability classrooms must currently have a High Ability endorsement or demonstrate annually that they are working toward certification. After five (5) years, if the teacher does not complete the endorsement, the teacher may be involuntarily transferred.

DEPARTMENT CHAIRS

Junior High and High School principals will appoint department chairs.

High school department chair who receive compensation/extra period for observation of teachers will be required to provide feedback and data to inform principals of the teacher's performance within his/her department.

At the high school, department heads will have one (1) department chair period per day (in addition to the regular preparation/observation periods). The intent is that it will be

available for department-related responsibilities, but in emergency situations, department chairs may be asked to assist with other duties.

REDUCTION-IN-FORCE

Justifiable Decrease in Certificated Staff

Prior to taking action to non-continue or cancel teachers' contracts under the Reduction in Force procedures, the Board of School Trustees will attempt to make needed adjustments through:

1. Voluntary retirement
2. Voluntary resignations
3. Voluntary transfer of existing staff
4. Involuntary transfer of existing staff
5. Leaves

The non-continuance or cancellation of a teacher's contract due to a justifiable decrease in the number of teaching positions shall be determined on the basis of performance. In the teaching content area to be reduced a teacher certificated in the area who is rated in a lower performance category will be subject to non-continuance or cancellation before a teacher rated in a higher performance category will be subject to the same. The order of performance rating categories from which teacher contracts will be non-continued or cancelled is as follows:

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

In the spring, when notices on possible staff reductions must be made, schools will have only partial evaluation data to use to make these decisions. Summative ratings will likely not be available until the fall of the year. Since the teacher evaluation rubric gives the most accurate assessment of a teacher's performance when reduction-in-force decisions have to be made, it will be the critical component in determining which teachers are dismissed. School officials will use the teacher evaluation rubric scores to place teachers in one (1) of the four (4) performance categories on a "tentative" or "preliminary" basis in order to determine who is a lower-performing teacher and/or whether the tie-breaker factors identified in this policy will be considered.

All evaluation information and data used in determining whether or not a teacher is reduced will be the information and data collected while a certified staff member with HSE Schools.

In cases where the teachers' performance rating categories are the same, the administrator will weigh the following factors before making a determination as to which teacher and/or teachers shall be subject to the non-continuance or cancellation, in the following order:

1. Current teaching assignment and expertise in subject/grade level.
2. Length of service in HSE Schools*

*Length of Service is defined as the certified staff member's length of continuous service from the date of last employment in the corporation. Approved leaves do not interrupt the calculation of length of service. In the event teachers have equal length of service, tie-breakers will be determined by:

1. Initial hiring date by Board of School Trustees
2. Birth date closest to January 1 in the calendar year. (i.e., June 30 is closer to January 1 within a calendar year than December 31.)

Recall

The certified staff member whose contracts have been non-continued and/or cancelled due to a justifiable decrease in the number of teaching positions and who received a rating of Highly Effective or Effective, will be considered for re-hire before new applicants are given consideration. Within certification areas, these certified staff will be recalled in reverse order of layoff. Teachers will remain on the recall list for a period of two (2) years following the date of the teacher's lay-off or until offered a teaching position in the district, whichever comes first. A teacher who fails to respond within seven (7) days after notice of recall to work shall forfeit all rights. Notice of recall may be made by telephone, followed by a confirmation letter, or mail sent registered or certified to the last address provided by the teacher appearing on the records of the Board of School Trustees.

RETIREMENT INFORMATION

Retirement Notification

A teacher should notify the HSE Benefits Manager in Human Resources by March 1st of the year the teacher plans to retire.

401a or 457b

Sold Sick Day Account – Teachers must have fifteen (15) years of service with HSE or the sum of their age plus public school years of experience equal to or greater than eighty (80). Funds can remain with Met Life or be transferred to another company (contact your investment representative).

403b

If enrolled, teachers are fully vested. Contributions from HSE will end but funds can remain with their company or funds can be moved elsewhere. Contact your VOYA 403b representative for more information.

Contacts:

Brian Libich – if your work location is east of 69
blibich@voyafa.com
317-698-5267

Michael Zahm – if your work location is west of 69
michael.zahm@voyafa.com
317-442-3230

VEBA I

Teachers employed at HSE in 2000-2001 or before and retire with fifteen (15) years of service with HSE, or the sum of their age plus public school years of experience equals or exceeds eighty (80), HSE will contribute up to \$850 per year in a VEBA account that can be used toward insurance premiums (up to six [6] years or until Medicare eligible).

VEBA II

Starting with 2005-06 school year, HSE contributed a percent of teacher salary (1.50% for 09-10, zero percent for 10-11, 11-12 and 12-13 school year) to this account. (Contributions to this account for years 10/11, 11/12, 12/13, 13/14 and 14/15 have been suspended). If teachers retire with fifteen (15) years of service with HSE or the sum of their age plus public school years of experience equals or exceed eighty (80), they can use funds from this account to pay health insurance premiums. Once you retire and receive your final check from HSE we will notify Met Life with your vesting status.

Questions can be directed to Lisa Corwin at 800- 888-2461, ext 1084.

Claim forms can be found at <https://www.securitybenefit.com/Indiana> (click on Administrative Forms under links, then click on Reimbursement Claim Form).

INPRS (TRF)

Teachers Retirement Fund – HSE contributes 3% of teacher’s annual salary into this account. You may call INPRS (TRF) at 888-286-3544 to set up an appointment with a counselor to go over retirement application. HSE Payroll will complete the employer portion of the application. Retirement information can be found at <http://www.in.gov/inprs/trfmbforms.htm>

Last HSE Paycheck

If you are retiring, you must take the June 30th payoff to avoid suspension of your INPRS (TRF) benefits.

Please note the following regarding retirement:

- You may donate up to twenty-five (25) unused sick days to the sick bank.
- If you are covered under our health, vision and/or dental insurance - coverage will end on 9/30.
- The Benefits Manager will provide information on how to continue your insurance until Medicare age eligible by paying the full cost of the plan.
- Retired teachers and their spouse may use the HSE Health Care Center until Medicare eligible, but limited to no more than six (6) years.

Board Policy G02.06- Staff Conduct

The Board of School Trustees expects that the staff of the school corporation will strive to set the kind of example for students that will serve them well in their own conduct. Staff will demonstrate behaviors which contribute toward an appropriate school atmosphere.

In dress, conduct, and interpersonal relationships, all staff should recognize that they are being continuously observed by students and that their actions and demeanor will be reflected in the conduct of the students.

The personal life of an employee will be the concern and warrant the attention of the Board only to the extent that it prevents the employee from effectively performing assigned functions during duty hours, or if it violates applicable law or contractual agreements.

The Board has approved a Memorandum of Understanding with the local law enforcement agency that allows for the process of sharing information concerning the employees of Hamilton Southeastern Schools who are involved in alleged criminal acts. This sharing of information occurs when either party believes it is in the best interest of the employee or in the best interest of the safety and welfare of the community.

Employee Disclosure of Criminal Arrests and Criminal Charges:

Any employee subject to this policy is required to report any criminal arrest or the filing of any criminal charge that is related to the following: drugs or alcohol, physical violence, sexual conduct, damage to property, or theft or other dishonest conduct. The employee's reporting obligation applies as long as the employee remains employed by Hamilton Southeastern Schools and includes any criminal arrest or criminal charge that occurs during non-work times such as weekends, holidays, and spring and summer break.

For purposes of this policy, a criminal arrest shall include being issued a criminal citation or being taken into custody by law enforcement officer for any of the above-described reasons.

The employee must report any criminal arrest or criminal charge to the Human Resources Department in writing within two working days of the date of the arrest or criminal charge filing. The employee must include the alleged offense, the date of the arrest or criminal charge, and the presiding court or law enforcement agency. The employee should not include any factual details concerning the nature of the alleged offense.

Failure to comply with this policy may result in disciplinary action up to and including termination.

Board Policy G02.04 - Staff Ethics

All employees of Hamilton Southeastern Schools will exhibit and adhere to the highest ethical standards. In order to provide each student with an equal educational opportunity and the freedom to learn, employees must not:

1. encourage or engage in anything other than a professional relationship with students;

2. knowingly make false or malicious statements about any other employee, student, or parent;
3. disclose confidential information about students or other employees unless disclosure is necessary to prevent harm or injury or is permitted by law;
4. make a false statement in or concerning an application for a position or fail to disclose a material fact relating to competency or qualification;
5. use leave for other than the purpose for which it is granted;
6. violate the Hamilton Southeastern Schools Internet Use Policy I6.3.

**Board Policy G02.07 - Drug-free Workplace
Certified/Support Staff**

Employees of the Hamilton Southeastern Schools are prohibited from possessing, using, distributing, or being under the influence of illicit drugs and/or alcohol on school premises or as part of the schools' activities (this does not extend to staff functions which take place away from the school building and are not supported by school funds). In accordance with Federal Law, law enforcement agencies will be informed in writing when violations involving alcohol and/or illicit drugs occur within the school environment. Disciplinary sanctions will be imposed in accordance with procedures adopted by the Superintendent/designee.

Board Policy G02.03.01 - Dispute Resolution Policy

The Superintendent/designee will establish a procedure to resolve the concerns, disagreements and conflicts of employees not subject to a contractual dispute resolution process.

Board Procedure K04.01 - Dispute Resolution Procedure

The procedure for resolving disputes involving an employee subject to Board of School Trustees policy G2.3.1 is as follows:

Level One

Within ten (10) days of the employee's recognition of a concern, the employee(s) may articulate the concern(s) to the immediate supervisor.

Level Two

If within ten (10) days, the immediate supervisor's involvement fails to precipitate an acceptable resolution to both parties, the concern may be taken to the Superintendent of schools or his designee. The Superintendent or designee will render a decision and communicate it to the parties involved.

Limitations

If the employee's concern(s) is not presented to the appropriate supervisor within the time set out in these procedures, it will not be considered for review.

Board Policy G02.01 and A02.00 - Nondiscrimination/Equal Opportunity

Anti-Discrimination Policy

The school corporation will not discriminate in its educational or employment activities on any basis prohibited by applicable federal or state laws.

NONDISCRIMINATION STATEMENT: It is the policy of the Hamilton Southeastern Schools not to discriminate on the basis of race, color, religion, sex, national origin, age, or disability in its educational programs or employment policies as required by the Indiana Civil Rights Act (ic 22-9-1), (ic 20-33-1), Titles VI and VII of the Civil Rights Act of 1964, the Equal Pay Act of 1973, Title IX (1972 educational amendment), and Section 504 of the Rehabilitation Act of 1973. Inquiries regarding compliance with, Section 504, or the Americans with Disabilities Act should be directed to Tom Bell, Director of Exceptional Learners, Hamilton Southeastern Schools 13485 Cumberland Road, Fishers, Indiana 46038 or the Office for Civil Rights, U.S. Department of Education, Washington D.C. Inquiries regarding compliance with Title IX and Title VI and VII of the Civil Rights Act 1964 should be directed to Dr. Michael Beresford, Assistant Superintendent Hamilton Southeastern Schools, 13485 Cumberland Road, Fishers, Indiana 46038 the Office for Civil Rights, U.S. Department of Education, Washington D.C. Hamilton Southeastern School Corporation (the “School”) does not discriminate on the basis of a protected class including but not limited to race, color, national origin, age, religion, disability in the programs or activities which it operates or the employment therein or admission thereto. The School strictly adheres to all non-discrimination and anti-harassment laws and does not tolerate acts of harassment.

Complaint Policy and Procedure

Board Policy K04.00 - Public Concerns and Complaints

The Board of School Trustees recognizes that situations may arise in the operation of the corporation which are of concern to parents and the community. The Board believes strongly that all concerns should be resolved by the individuals closest to the source of the concern. The concerns are best dealt with through communication with appropriate staff administrators of the corporation. The Superintendent/designee will establish a procedure for dealing with complaints from parents, students, or community members.

Board Procedure K04.01 - Public Concerns and Complaints

The following guidelines are suggested as the proper procedure to be followed by persons with questions or complaints:

1. Matters concerning an individual student, a teacher or other employee should first be addressed to the teacher or employee.
2. Unsettled matters related to problems and questions concerning individual schools should be directed to the building principal, or employee’s immediate supervisor.
3. Unsettled matters related to problems and questions concerning the school corporation should be directed to the Superintendent.
4. If the matter cannot be settled satisfactorily by the Superintendent, it may be brought to the Board of School Trustees. Questions and comments submitted to the President of the Board in letter form will be brought to the attention of the entire Board. The concern may be brought up at a Board meeting by following the procedures to have an item placed on the agenda subject to the conditions of Policy B05.07—Public Participation at Board Meetings.

Sexual Harassment Policy and Procedure

Board Policy G02.02 - Sexual Harassment

Employees or students of Hamilton Southeastern Schools will not engage in any activity to harass an employee or student through conduct or communications of a sexual nature. The use of the term “employee” also includes non-employees and volunteers who are subject to the control of school authorities.

A. Types of Sexual Harassment

Sexual harassment shall consist of unwelcome sexual advances, requests for sexual favors, or other inappropriate verbal or physical conduct of a sexual nature when made by any employee to a student, when made by any employee to another employee, when made by any student to an employee, or when made by any student to another student* when:

1. Submission to or rejection of such conduct by an individual is used as a basis for academic or employment decisions affecting that individual;
2. Submission to or rejection of such conduct by an individual is used as a basis for academic or employment decisions affecting that individual;
3. Such conduct has the purpose or effect of substantially interfering with an individual’s academic or professional performance or creating an intimidating, hostile, or offensive employment or educational environment;
4. Denial of an employment or educational opportunity occurs directly because an employee or student refuses to submit to unwelcome requests for sexual favors made by a supervisor or teacher.
5. Such conduct is engaged in by volunteers and/or non-employees over which the school corporation has some degree of control of their behavior while on school property.
6. *In the case of student-to-student concerns, initial concerns and complaints will be dealt with at the building level and treated as disciplinary problems until it is determined that there is a pattern of harassment that is sexual in nature.

B. Unwelcome Conduct of a Sexual Nature

1. Conduct of a sexual nature may include verbal or physical advances and/or comments regarding physical or personality characteristics of a sexual nature.
2. Verbal or physical conduct of a sexual nature constitutes sexual harassment when the allegedly harassed employee or student has indicated, by his or her conduct or verbal objection, that it is unwelcome.
3. An employee or student who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome in order for any such subsequent conduct to be deemed unwelcome.

C. Examples of Sexual Harassment

Sexual harassment, as set forth in A may include, but is not limited to, the following:

1. Verbal harassment or abuse.
2. Repeated remarks to a person with sexual or demeaning implications.

3. Unwelcome touching.
4. Pressure for sexual activity.
5. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, promotion, and/or salary increase.

D. Specific Prohibitions

1. Administrators and Supervisors

- a. It is sexual harassment for an administrator or supervisor to use his or her authority to solicit sexual favors or attention from subordinates when the subordinate's failure to submit will result in adverse treatment, or when the subordinate's acquiescence will result in preferential treatment.
- b. Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees will be subject to disciplinary actions.

2. Nonadministrative and Nonsupervisory Employees

It is sexual harassment for a nonadministrative and nonsupervisory employee to subject another employee to any unwelcome conduct of a sexual nature. Employees who engage in such conduct will be subject to disciplinary actions.

E. Sanctions for Misconduct

1. A substantiated charge against an employee in the school corporation may subject such employee to disciplinary action including, but not limited to, reassignment, suspension, or discharge.
2. A substantiated charge against a student in the school corporation will subject that student to disciplinary action including, suspension and/or expulsion consistent with the Student Conduct Code.

F. False Reporting

Any person who knowingly files false charges against an employee or a student in an attempt to demean, harass, abuse, or embarrass that individual, will be subject to disciplinary action consistent with school policy and the Student Conduct Code.

Board Procedure G02.02—Sexual Harassment

Complaint Process

Any person who alleges sexual harassment by any employee or student in the school corporation will use the complaint procedure explained below or may complain directly to his or her immediate supervisor, building principal, or the Title IX complaint designee of the school corporation. Filing of a complaint or otherwise reporting sexual harassment will not reflect upon the individual's status nor will it affect future employment, grades, or work assignments.

The right of confidentiality, both of the complainant and of the accused, will be respected with the school corporation's legal obligations and the necessity to investigate allegations of misconduct and to take corrective actions when this conduct has occurred.

Reporting Sexual Harassment

1. All reports of sexual harassment will be handled in the following manner:
2. Reports must be in writing on forms supplied by the corporation (if a verbal complaint is made, the school official will file a written report.)
3. Reports must name the person(s) charged with sexual harassment and state the facts.
4. Reports must be presented to the building principal or his/her designee where the alleged conduct took place. If the building principal is the alleged harasser, the report will be submitted to the assistant superintendent.
5. Copies of all reports must be sent to the Superintendent.
6. The building principal, or principal's designee, who receives a report will thoroughly investigate the alleged sexual harassment.
7. The report and the results of the investigation will be presented to the Superintendent. The Superintendent will review the report and submit a recommendation for action to the Board of School Trustees.
8. The Board may consider the report and act upon the Superintendent's recommendation in executive session.

Extra-Curricular Trips

The Board will attempt to provide drivers for extra-curricular trips.

Transportation Responsibilities

Coach/Sponsor/Chaperone/Student Responsibilities - Rules:

1. All field trips, athletic trips, and extra-curricular trips must be accompanied by a qualified person who will be responsible for student behavior and care of the school bus. The coach/sponsor/chaperone must assure that the following rules are observed by all passengers under their responsibility:
2. Standard bus rules are in effect. Ensure students are seated, facing forward and not hanging out into the aisle when the bus is moving.
3. Eating, drinking, or chewing gum is not allowed. The driver may give special consideration based on the length of the trip.
4. Equipment may not be transported on the bus that would damage the bus, block the driver's view, block the aisles, entry or exits.
5. The wearing of cleats or spiked athletic footwear on the bus is prohibited.

6. It is the responsibility of the coach, sponsor or chaperone, and group to move trash, clothing, etc., generated by that group.
7. Drivers are permitted to go only to the locations stated on the request form, however minor deviations in order to eat, are allowed.
8. Electronic devices and cell phones are allowed but no pictures or recording devices allowed.
9. Coaches or sponsors must caution the students that the buses are unable to be locked as securely as cars. Taking valuables on a trip is not recommended. **HSE is not responsible for items lost or stolen from the bus.**
10. Coaches or sponsors are requested to consult with the driver as to the departure time from the visitation location. If possible, cell phone numbers should be exchanged.
- 11. Drivers are not to transport any group without coaches/sponsors /chaperones sitting throughout the bus (front, middle and back) to supervise students.**
- 12. If there is only one adult, they should be positioned in the middle of the bus. If more than one, an adult should be seated in both the back and middle area of the bus.**
13. The assistance of coaches, sponsors and chaperones in enforcing bus rules is essential. Because many of the extra-curricular trips travel highways, unfamiliar roads and congested areas the drivers don't frequent, their attention needs to be totally focused on driving, not maintaining order on the bus.