

# **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.

### **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.

During the first two (2) days of the school calendar, building-level administration will make every attempt to limit all-staff meetings to three hours total across the two school days to protect the sanctity of teachers' availability to work in their classrooms and complete other teacher directed activities. This allotted time does not include any corporation-level meetings that staff members are required to attend.

### **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.

### **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.

**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-teacher performance model 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 two (2) additional days 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.

**Teaching and Learning based on Closure**

**Definition of Instruction:**

**E-Learning** - this form of instruction requires the students to learn asynchronously, where teachers post assignments to their Canvas page and students access and complete their assignments for that day without direct instruction from the teacher or teachers. For unexpected closings (K-6), teachers will monitor e-mail for questions about assignments.

**Virtual Instruction** - this form of instruction requires students to learn synchronously, where both students and teachers follow their schedule for the day in real time. Instruction occurs virtually through the designated virtual instruction platform for live, face-to-face instruction.

	Emergency Closing (weather, mechanical, etc.)		Planned Closing for Professional Development	Planned Shift to Virtual Instruction
Students	K-6E-learning	7-12Virtual Inst.	K-12E-Learning	K-12Virtual Instruction
Teachers	Post Assignments to Canvas from home by 9:00 am	Instruct virtually (From Home)	Post Assignments to Canvas by 9:00 am prior to attending PD at school	Instruct virtually from school
Support Staff	Report to Work (If Safe)		Report to Work	Report to Work

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

**Teacher Times**

<b>PRECHOOL</b>	START	END
T/TH	8:05 AM	4:05 PM
MWF	8:05 AM	3:25 PM
<b>ELEM</b>	START	END
T/TH	7:25 AM	3:20 PM
MWF	7:25 AM	2:35 PM

<b>INT/JH</b>	START	END
T/TH	8:10 AM	4:10 PM
MWF	8:55 AM	4:10 PM

<b>HS</b>	START	END
T/TH	7:15 AM	3:15 PM
MWF	7:55 AM	3:10 PM

<b>ACADEMY</b>	START	END
T/TH	7:15 AM	3:15 PM
MWF	7:55 AM	3:10 PM
<b>FOCUS DAY</b>	START	END
T/TH	7:45 AM	3:45 PM
MWF	7:45 AM	3:00 PM

**More Detailed Breakdown**

<b>PRESCHOOL</b>			
T/TH	Teacher Start Time	8:05 AM	
	AM Student day	8:15 AM	11:15 AM
	Lunch/Teacher Prep	11:15 AM	12:15 AM
	PM Student day	12:15 AM	3:15 PM
	Transition	3:15 PM	3:20 PM
	PLC/Collaboration	3:20 PM	4:05 PM
MWF	Teacher Start Time	8:05 AM	
	AM Student day	8:15 AM	11:15 AM
	Lunch/Teacher Prep	11:15 AM	12:15 AM
	PM Student day	12:15 AM	3:15 PM
	Teacher End Time	3:25 PM	

<b>ELEM</b>			
T/TH	Teacher Start Time	7:25 AM	
	Student day	7:40 AM	2:10 PM
	Student Dismissal	2:10 PM	2:20 PM
	Transition	2:20 PM	2:35 AM
	PLC/Collaboration	2:35 PM	3:20 PM
MWF	Teacher Start Time	7:25 AM	7:40 AM
	Student day	7:40 AM	2:10 PM
	Dismissal	2:10 PM	2:20 PM
	Teacher End Time	2:35 PM	

<b>INT/JH</b>			
T/TH	Teacher Prep	8:10 AM	8:25 AM
	PLC/Collab	8:25 AM	9:10 AM
	Transition	9:10 AM	9:15 AM
	Student Day	9:15 AM	4:00 PM
	Dismissal	4:00 PM	4:10 PM
MWF	Teacher Prep	8:55 AM	9:10 AM
	Transition	9:10 AM	9:15 AM
	Student day	9:15 AM	4:00 PM
	Dismissal	4:00 PM	4:10 PM

<b>HS</b>			
T/TH	Teacher Prep	7:15 AM	7:30 AM
	PLC/Collaboration	7:30 AM	8:15 AM
	Transition	8:15 AM	8:30 AM
	Student Day	8:30 AM	3:00 PM
	Dismissal	3:00 PM	3:15 PM
MWF	Teacher Prep	7:55 AM	8:20 AM
	Transition	8:20 AM	8:30 AM
	Student day	8:30 AM	3:00 PM
	Dismissal	3:00 PM	3:10 PM
<b>ACADEMY</b>			
T/TH	Teacher Prep	7:15 AM	7:30 AM
	PLC/Collaboration	7:30 AM	8:15 AM
	Transition	8:15 AM	8:30 AM
	Student Day	8:30 AM	3:00 PM
	Dismissal	3:00 PM	3:10 PM
MWF	Teacher Prep	7:55 AM	8:20 AM
	Transition	8:20 AM	8:30 AM
	Student day	8:30 AM	3:00 PM
	Dismissal	3:00 PM	3:15 PM

<b>FOCUS DAY</b>			
T/TH	Teacher Prep	7:45 AM	8:10 AM
	Transition	8:10 AM	8:20 AM
	Student Day	8:20 AM	2:50 PM
	Dismissal	2:50 PM	3:00 PM
	PLC/Collaboration	3:00 PM	3:45 PM
MWF	Teacher Prep	7:45 AM	8:10 AM
	Transition	8:10 AM	8:20 AM
	Student Day	8:20 AM	2:50 PM
	Dismissal	2:50 PM	3:00 PM

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

PLCs will meet on Tuesdays. The first and third Thursdays of the month will be for teacher directed time. The second and fourth Thursdays of the month will be for principal directed meetings such as faculty, committee, department and grade level team meetings, and professional development.

If a required meeting needs to take place outside of principal directed times, it should first go through the building discussion process.

PLCs and collaboration time will not occur on the first and last week of each semester, Thanksgiving week, and the week of Spring Break.

**Hours for Substitute Teacher/IA Assignments**

**Preschool:**

Full Day: 7:45 a.m. – 3:15 p.m.

AM Only: 7:45 a.m. – 11:15 a.m.

PM Only: 11:45 p.m. – 3:15 p.m.

**Elementary Schools:**

Full Day: 7:10 a.m. – 2:10 p.m.

AM Only: 7:10 a.m. – 10:40 a.m.

PM Only: 10:40 a.m. – 2:10 p.m.

**Intermediate, Intermediate/Junior High and Junior High Schools:**

Full Day: 8:45 a.m. – 4:00 p.m.

AM Only: 8:45 a.m. – 12:25 p.m.

PM Only: 12:25 p.m. – 4:00 p.m.

**High Schools:**

Full Day: 8:00 a.m. – 3:00 p.m.

AM Only: 8:00 a.m. – 11:30 a.m.

**PM Only: 11:30 a.m. – 3:00 p.m.**

**FOCUS:**

Full Day: 7:50 a.m. – 2:50 p.m.

AM Only: 7:50 a.m. – 11:20 a.m.

PM Only: 11:20 a.m. – 2:50 p.m.

**Hamilton SE/Fishers Academy:**

Full Day: 8:00 a.m. – 3:00 p.m.

AM Only: 8:00 a.m. – 11:30 a.m.

PM Only: 11:30 a.m. – 3:00 p.m.

When working at two different schools on the same day, please communicate plans with both schools to ensure a smooth transition between assignments.

If subbing for a teacher/IA with end-of-day bus duty, please plan on staying until bus duty is completed.

Please contact the building substitute coordinator at the school(s) at which you will be subbing, or the district substitute coordinator at 317-570-3343, if you have any questions.

**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. IC 20-28-10-19

**Preparation Time**

Teachers in grades seven through twelve shall have one (1) period per day, or the equivalent in a block schedule, 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**

**Non-Compensated 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, 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.

**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 the absence management system 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 and High School part-time/job-share teacher's contracts will be determined by the number of teachable minutes. This would include enrichment/remediation time built into the school day (Such as SLT, Rivertime, B.E.S.T, SOAR, Pathways, Targeted Instruction/Employability).

**Breastfeeding**

Ind. Code § 16-35-6 allows a woman to breastfeed her child anywhere the law allows her to be. (HB 1510). Ind. Code § 5-10-6-2 and § 22-2-14-2 provide that state and political subdivisions shall provide for reasonable paid breaks for an employee to express breast milk for her infant, make reasonable efforts to provide a room or other location, other than a toilet stall, where the employee can express breast milk in private and make reasonable efforts to provide for a refrigerator to keep breast milk that has been expressed. The law also provides that employers with more than 25 employees must provide a private location, other than a toilet stall, where an employee can express the employee's breast milk in private and if possible, to provide a refrigerator for storing breast milk that has been expressed.

**Access for All Students to 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.

Students that are bilingual and are part of the English as a New Language program will participate in grade level curriculum in the general education setting. Supports and accommodations specific to the language level of the student, as identified by WIDA, will be outlined in the Individualized Learning Plan (ILP). The ENL Collaborative Teacher will be responsible for writing and sharing the ILP with the general education teachers. The ILP is a working document and teachers can communicate and collaborate on the ILP throughout the year.

### **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 Staff and Student Services representative. That 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.

Hamilton Southeastern Schools employees' private vehicles for the transportation of students to and from student activities is prohibited. Additional information can be found in Board policy E04.00

### **Academic Year**

The first day of the academic year will be defined as the first contractual day. The district calendar can be found on the HSE Schools' website.

### **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 are paid a salary of at least \$8000 annually, or \$3000 annually if employed in an ECA position), 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 students in grades PK-6 will be based on grade level student/teacher ratios. Students in grades 7-12 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 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 Resident Employee Student Transfer Appeal Form (see Appendix) to Coordinator of Student Services 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 (who are paid a salary of at least \$8000 annually, or \$3000 annually if employed in an ECA position), 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 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 Non-Resident Employee Student Transfer Appeal Form (see Appendix) to Coordinator of Student Services 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**

**Talent Development System**

Information about the HSE Teacher Evaluation & Development System can be found in the appendix.

**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)**

Refer to the Indiana Department of Education Licensing webpage for the most up-to-date information on Indiana licensing requirements and contact personnel.

### **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. Copy of the license needs to be sent to the Coordinator of Human Resources. 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.

### **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 on the IDOE website.

### **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, please visit the IDOE website.

IMAP is one of two methods that teachers, administrators and school services personnel may use to convert a two (2) year Initial Practitioner license to a five (5) year Practitioner license. Please refer to the IDOE website for additional information.

### **Verification of Employment**

Please contact the Coordinator of Human Resources for verification of employment or years of service/experience.

Please contact Payroll for verification of wages/salary.

### **CPR Certification**

Information regarding CPR training can be found on the HSE website under the employee tab.

### **Suicide Prevention Training**

Suicide prevention training is required to renew or acquire a teaching license. Please refer to IDOE website for more information. HSE Schools offers QPR training to satisfy state requirements.

## ADDITIONAL SERVICES

### **Payday Procedures**

Paydays shall be twice per month. The first of these will be the 15<sup>th</sup> or the last business day before the 15<sup>th</sup>. 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. When possible, ECAs will be spread evenly once the assignment has been received from the school. Club pay (see professional agreement VI. Other General-AI 1. and 2.) will be paid in a lump sum at the end of the assignment once the paperwork is received.

Part-time/job-share teacher's contracts will be determined by the number of teachable minutes of the school day excluding lunch. This would include enrichment/remediation time built into the school day (Such as SLT, Rivertime, B.E.S.T, SOAR, Pathways, and Targeted Instruction/Employability).

### **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.

### **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 on the next available pay date after the conclusion of the summer session.

### **Compliance Training**

Teachers are required to complete training modules to satisfy district expectations and Indiana State Law.

## 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 in absence management system and indicate if a sub is needed. You will need to use the access information provided to you.

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

1. Access the absence management system on the internet at <https://www.frontlineeducation.com/Home> Once you have set-up your profile, you can also access the absence management system on the district website under the “employees” link. 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 the absence management system 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 the HSE District Sub Coordinator at 317-570-3343.

## 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.

### Voluntary Transfer Request

Current teachers under a regular contract (excluding temporary) who want to apply for a bargaining unit position that has been posted **must** do so by submitting a letter of interest via email within the posting period and addressed to the contact person listed on the job posting. Do **not** apply via an internal application on Frontline. Those 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 1<sup>st</sup>-6<sup>th</sup> 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.

At the high school, department chairs will have one (1) department chair period per day, or the equivalent on a block schedule (in addition to the regular preparation). 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 TEACHING POSITIONS**

This Administrative Guideline replaces and supersedes all previous policies, guidelines, and past practices in relation to Reduction in Force.

#### **I. PRIOR TO RIF**

Prior to commencing action to cancel teachers' contracts under the Reduction in Force (RIF) Procedure 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

Multiple certifications (licensure) will be considered.

The Superintendent or designee is authorized to limit or narrow the scope of any reduction in force to those employees who work in the school, facility, program, or department subject to the reduction in positions.

## II. PROCEDURE

The following procedure will first be applied only to probationary and professional teachers, (definitions can found in this link: [IC 20-28-6](#)), in the school, facility, program, or department ("area") to be reduced and will only be applied to established teachers if no probationary or professional teachers are/remain employed within the scope of the reduction.

The 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 as represented by the Teacher Performance Rating(s) averaged over a time frame of the past three consecutive years. If three years of evaluative data is not available, two years or one year of data will be used. The order of performance rating categories from which teacher contracts will be cancelled is as follows:

- a. Ineffective—1
- b. Improvement Necessary—2
- c. Effective—3
- d. Highly Effective—4

In the spring, when notices on possible staff reductions must be made, only partial evaluation data for the current school year will be available to use to make these decisions. Summative ratings will likely not be available until the fall of the year. Since the teacher effectiveness rubric within the Talent Development System gives the most accurate assessment of a teacher's performance when reduction-in-force decisions have to be made, it will be utilized as a representation of current school year performance. Employees on leave or who for other reasons have not yet received an evaluation will be deemed effective (3) unless objective performance data exists indicating that an effective rating would be unlikely were a full evaluation completed.

Building administrators will use the teacher effectiveness rubric scores to place teachers in one of the four performance categories (ineffective, needs improvement, effective, or highly effective).

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 or as authorized by building administration.

III. TIE-BREAKER

In cases where the teachers' evaluation rating categories are the same, the superintendent or designee will consider the following tie-breaker factors before making a determination as to which teacher and/or teachers shall be subject to contract cancellation, in the following order:

1. The academic needs of the students in HSE Schools
  - a. current certification/licensure
  - b. attendance at the district-wide Professional Learning Communities
2. Evaluation ratings (teacher effectiveness rubric score) score averaged over applicable time frame
3. Years of experience \* (length of service with 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.

IV. RECALL

The certified staff member whose contracts have been cancelled due to a justifiable decrease in the number of teaching positions and who received a rating of Highly Effective or Effective throughout the period of review with this procedure, will be considered for re-hire, based on the RIF procedure as outlined above, before new applicants are given consideration. 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 two (2) calendar days after notice of recall to work shall forfeit all rights. Notice of recall may be made by phone, followed by a confirmation letter, email, or mail sent registered or certified to the last address provided by the teacher appearing on the records of the Board of School Trustees.

I.C. 20-28-7.5-1(d)

LC. 20-28-7.5-2(a)(2)

LC. 20-28-2(a)(3)

I.C. 20-28-9-1(b)

Hamilton Southeastern Schools

Revised 3/9/2021

## RETIREMENT INFORMATION

### **Retirement Notification**

A teacher should notify the HSE Benefits Manager at Central Office by March 1<sup>st</sup> of the year the teacher plans to retire. (See Retirement FAQ in appendix)

### **403b Contacts:**

Brian Libich – if your work location is east of 69

[blibich@voyafa.com](mailto:blibich@voyafa.com)

317-698-5267

Michael Zahm – if your work location is west of 69

[michael.zahm@voyafa.com](mailto:michael.zahm@voyafa.com)

317-442-3230

### **VEBA**

VEBA questions can be directed to 1-866-747-3416.

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

### **INPRS (TRF)**

You may call INPRS (TRF) at 844-464-6777 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 30<sup>th</sup> 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, their spouse and their dependents may use the HSE Health Care Center services until Medicare eligible but limited to no more than six (6) years.

# Appendices

APPENDIX "A"

**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.

## Appendix “B”

### Board Policies

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

Hamilton Southeastern School Corporation will not discriminate or tolerate any form of discrimination in its educational or employment activities for any reason or on any basis prohibited by applicable federal and state laws, including race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. This includes but is not limited to a characteristic, trait, belief, practice, association, or other attribute. Hamilton Southeastern Schools will foster a culture and environment that does not marginalize, treat unfairly, or disrespect any member of our school community and will recognize the uniqueness and individuality of all students, educators, staff and administrators, so they have an opportunity to succeed.

This commitment applies to all School Corporation operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of harassment or discrimination. This policy applies to conduct occurring on school grounds immediately before, during, or immediately after school hours; in any school program or activity taking place in school facilities, on school transportation, or at other off-campus locations, such as at school-sponsored field trips or a training program; or using property or equipment provided by the school, including school-owned computers and the school’s computer network.

The immediate remedy for any act of discrimination shall be to end it, treat the individuals involved equitably, and, as much as practically possible, eradicate any effects of discrimination. The school corporation may impose discipline as appropriate.

#### **Board Policy G02.02 - Sexual Harassment Policy and Procedure**

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 such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or education;
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 of 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

- A. 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.
- B. 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

All reports of sexual harassment will be handled in the following manner:

- a. 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.)
- b. Reports must name the person(s) charged with sexual harassment and state the facts.
- c. 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.
- d. Copies of all reports must be sent to the Superintendent.
- e. The building principal, or principal's designee, who receives a report will thoroughly investigate the alleged sexual harassment.
- f. 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.
- g. The Board may consider the report and act upon the Superintendent's recommendation in executive session.

**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 G02.03.01 - 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 G02.04 - 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 G02.06- 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 G02.06.01 Non-Fraternization**

Romantic or sexual relationships between students and School employees is prohibited.

Hamilton Southeastern Schools' (the "School") is committed to nondiscrimination and avoiding favoritism, influence, exploitation, and conflicts of interest, the School prohibits romantic or sexual relationships between employees in supervisor-subordinate positions.

The School may determine other relationships between employees that represent an actual or perceived disruption to the workplace or educational environment covered by this procedure.

Employees occupy supervisor-subordinate positions where one employee has authority to hire, transfer, promote, discharge, discipline, or handle grievances of the other employee, or

otherwise influence the other employee's terms or conditions of employment. This includes situations where an organizational change places employees in a supervisor-subordinate position when none existed previously.

If such a prohibited relationship exists, both parties shall report the relationship to the Assistant Superintendent for Staff and Student Services or a designee. The School will take steps, consistent with this procedure, which may include, but is not limited to, transferring or assigning an employee to another position to remove the supervisor-subordinate positions.

Any employee who becomes aware of a romantic or sexual relationship between employees in supervisor-subordinate positions shall report the relationship to the Assistant Superintendent for Staff and Student Services or a designee. Any employee who observes, suspects, or is notified of discrimination or harassment must report the behavior to his/her building level leader.

All reports shall be kept confidential to the extent permitted by law.

The Superintendent or designee may grant exceptions to this procedure if the relationship existed prior to the employees occupying supervisor-subordinate positions and the relationship does not present a likelihood of disrupting the workplace or educational environment.

Employees who violate this procedure may be subject to discipline, up to and including termination of employment.

### **Board Policy G02.07 - Drug-free Workplace**

#### **Certified/Support Staff**

The following disciplinary sanctions will result if an employee violates this standard of conduct:

1. The first violation for possession, use, or being under the influence of illicit drugs and/or alcohol on school premises or as part of the schools' activities may result in immediate suspension without pay pending applicable due process and a recommendation for termination of employment except the Board, at its option, may reinstate the employee, if the employee (at the employee's expense) agrees to satisfactorily commit to a rehabilitation program at a licensed agency. Officials from this agency must verify that the employee is free from drug and alcohol related problems at the time of reinstatement to his/her work assignment.
2. The second violation for possession, use or being under the influence of illicit drugs and/or alcohol on school premises or as part of the schools' activities may result in immediate suspension without pay pending applicable due process and a recommendation for termination of employment.
3. A violation involving the sale or distribution of illicit drugs and/or alcohol at any time may result in an immediate suspension without pay pending applicable due process, and a recommendation for termination of employment.

A list of agencies who provide rehabilitation programs for those seeking help with substance abuse related problems is available at the administrative office. Employees who

seek rehabilitation may contact one of these or any other licensed agency directly. Further information may be obtained from the assistant superintendent's office.

#### **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.

The Board of School Trustees recognizes that a parent may have concerns regarding specific materials or resources being used to support instruction. Procedures to formally challenge such materials are outlined in Section I - Instruction, 03.02.

#### **Board Procedure K04.01 - Public Concerns and Complaints Procedure**

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/immediate supervisor by completing the Public Complaints Form and sending it to the employee's immediate principal/immediate supervisor.
3. If concern(s) remain unsettled, after the employee's building principal/immediate supervisor has had the opportunity to address the concerns, then the concern(s) may be directed to the Superintendent or Superintendent's designee. The request should be accompanied by the previously completed Public Complaint Form.
4. If the concern(s) are not settled satisfactorily by the Superintendent or Superintendent's designee, it may be brought to the Board of School Trustees. In addition to the previously completed Public Complaint Form any additional questions and comments submitted to the President of the Board in letter form will be brought to the attention of the entire Board.

#### **Board Procedure K04.01 - Public Concerns/Complaints of Instructional Resources**

The Board of School Trustees recognizes that a parent may have concerns regarding specific materials or resources being used to support instruction. Procedures to formally challenge such materials are outlined in Section I - Instruction, 03.02.

#### **Board Procedure I03.02 Selection of Instructional Materials and Equipment**

The Board of School Trustees will provide instructional materials and equipment, within budgetary constraints, to implement the corporation's educational goals and objectives and

to meet students' needs. The objective of such instructional materials and equipment must be to enrich, support, and implement the educational program of the school.

The Superintendent will develop administrative procedures for the selection and maintenance of all educational and instructional materials and equipment and provide for the assessment of student fees.

A student or his/her parents may be charged for materials not covered by the basic course fees.

A student or his/her parents will be held responsible for the cost of replacing any materials or properties which are lost or damaged. The student may also be subject to disciplinary action in alignment with the school's Code of Conduct.

## Appendix “C”

### Maternity Leave Frequently Asked Questions

#### **Who do I contact?**

After your third month of pregnancy, contact your school principal.

#### **What forms do I need to complete?**

You will need to complete a Maternity Leave Form (available on the Intranet or from the school secretary) and send it to the Benefits Manager at Central Office along with a note from your doctor indicating your due date. The form needs to be filed at least 30 days before you wish to start your leave.

#### **How much time can I take off for my maternity leave?**

Per the HSE professional agreement, Art. VI, Sec. 8, “Any teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one year following the birth of her child.”

#### **How many sick days may I use?**

Six weeks following the birth (8 weeks for c-section) is the period in which you may use sick days. You may use up to 30 sick days (40 sick days for a c-section) if it falls within the time frame.

#### **Do I have to use all my sick days?**

No, you may choose the number of sick days that you wish to use.

#### **May I continue teaching up until my due date?**

Yes, your due date can be designated as your last day of teaching.

#### **May I continue teaching past my due date?**

Your last day of teaching will be the date that you designate on the Maternity Leave Form.

#### **What if my pregnancy extends beyond my due date? Can I continue to teach?**

Your last day of teaching will be the date that you designate on the Maternity Leave Form. Once that form has been filed, you may not change to a later date.

#### **What if I deliver the baby before my due date or the date designated on the Maternity Leave Form?**

Your maternity leave will begin on the date that you deliver the baby.

#### **If I deliver the baby early, can I come back to work earlier than the return date that I designated on the Maternity Leave Form?**

No, you cannot return to work earlier than the date designated on the Maternity Leave Form.

#### **What if I have a difficult pregnancy and cannot teach?**

If your doctor certifies that you are unable to teach due to temporary disability due to pregnancy, you may elect to use any of your available sick days.

**May I apply to the sick leave bank if I run out of days?**

In the past, sick days from the sick leave bank have not been used for pregnancy or care of the new baby. You may apply to the Sick Leave Bank if complications occur.

**May I extend my maternity leave beyond the date designated on the Maternity Leave Form?**

Yes, a maternity leave can be extended up to one year after the birth of the baby. Contact your principal as soon as possible if you wish to extend your maternity leave. If you wish to take off more than one year you will need to apply for a Child Care Leave. A Child Care Leave is unpaid and can extend up to one year.

**What is the most time that I may take for maternity leave?**

Maternity leaves provide up to two semesters off, if the baby was born August – December would be 1 semester / January – May would be the second semester. After that time 2 more semesters may be taken off for childcare leave. Childcare leave must immediately follow maternity leave and may only be taken once every ten years.

**How long can I continue my insurance?**

You can continue your insurance, under FMLA (Family Medical Leave Act), at employee rate for up to 12 weeks during any rolling 12-month period. Further continuation of benefits is determined by the number of total days worked during the year before the leave started. After that, you may continue under COBRA (Consolidated Omnibus Budget Reconciliation Act) for 18 months. The amount that you pay for insurance will be significantly higher. For specific information, contact the Benefits Manager at Central Office.

**Is short-term disability insurance available for maternity leave?**

Yes, voluntary short-term disability insurance can be used for a maternity leave. The insurance must be purchased at least six months prior to your pregnancy from American Fidelity. It covers 60% of your weekly pay to a maximum of \$1500 per week for 12 weeks. Contact the Benefits Manager at Central Office for more specific details.

**What if my baby is born at the beginning of school? I decide to take off the first nine weeks. How will that impact my sick/personal days?**

To receive your full amount of sick and personal days for the school year, you must work the first day of school. Otherwise, sick days and personal days will be pro-rated.

**Who do I contact with additional questions?**

Benefits Manager at Central Office  
Hamilton Southeastern Education Association

## Appendix “D”

### Retirement Frequently Asked Questions

#### **When should I start planning for retirement?**

As soon as you start working! It is never too early to think about, and start saving for, your retirement. You can take advantage of the 403b matching plan by at least investing the amount of money that is currently being matched by the Board. It is also beneficial to talk with a financial planner about how saving even a small amount of money now can pay off later. After investing in a 403b plan, meet with your representative on a regular basis. He or she will be able to answer questions about planning for retirement.

#### **At what age may I retire under the Hamilton Southeastern contract?**

Under the Hamilton Southeastern contract, you need satisfy the “Rule of 80” where your years of public-school experience and age equal 80 or more. You may also retire if you have taught in this corporation for 15 years. You need to satisfy these requirements to obtain your 401a/457b and VEBA upon your retirement.

#### **At what age can/should I retire under the state retirement rules?**

In the state of Indiana, teachers are eligible for full retirement benefits when they meet the “Rule of 85” which means that your age and years of teaching service equal 85. You need to meet these requirements to receive your pension and annuity from the state.

Only you can determine when you will retire. You need to take into consideration what sort of lifestyle you want to live after retirement and what type of expenses you will have such as healthcare costs, utilities, food, etc. You should also identify additional sources of income such as savings accounts, Social Security benefits, and interest from other investments. Talk to a financial planner to help you determine what you might need in **retirement.**

#### **When am I vested in my Teacher Retirement Fund (TRF)?**

You are 100% vested in your Indiana State Teachers’ Retirement Fund pension benefit once you have accumulated 10 years of Indiana teaching service.

#### **What does my TRF consist of?**

Your TRF retirement benefit consists of two parts: (1) a pension benefit and (2) an annuity savings account (ASA). The pension is a lifetime monthly benefit payable to you and your survivor (if survivor benefit is elected) and is funded by the State of Indiana and your employer. To be eligible for a pension, you must have 10 years of vesting service. ASAs consist of contributions from employers and members along with gains/losses. Members are immediately vested in their ASAs.

#### **When am I eligible to receive a REDUCED TRF pension benefit?**

You are eligible to receive a reduced pension benefit when you are at least age 50 with 15 or more years of service. At age 50, the reduction factor is 44 percent. The reduction factor increases 5 percent per year. At age 59, the factor is 89 percent.

**When am I eligible to receive an UNREDUCED TRF benefit?**

You are eligible to receive an unreduced pension benefit when you are: (1) Age 65 or older with 10 years of service, (2) Age 60 or older with 15 years of service, or (3) Age 55 or older if age and service total at least 85 points. Also, you must have at least 10 years of vesting service.

**What is a VEBA Health Insurance Retirement Account?**

VEBA stands for Voluntary Employees' Beneficiary Association. It is an employer contribution trust account for all teachers to help pay for retirement health care expenses which includes health insurance premiums and any other allowable medical expenses.

**How can I use the money in my VEBA account?**

Teachers hired prior to the 2001-2002 who retire with 15 years of service at HSE or age and all public teaching years equal to 80 will be entitled to \$850 per year until Medicare eligible, but in no event for more than 6 years in addition to the newly created VEBA percentage deposited into your account. You may use the money for any health care expenses.

**When does my health insurance end upon my retirement?**

If you work the entire school year, your health insurance runs through September 30 following retirement. If you retire before the end of the year, your health insurance is good for one month after you retire.

**May I still access the HSE Health Center upon retirement?**

You, your spouse, and dependents may use the HSE Health Center for up to six (6) years after retirement or until Medicare eligible, whichever comes first.

**May I purchase HSE health insurance after retirement?**

Yes, you may purchase HSE health insurance under COBRA (Consolidated Omnibus Budget Reconciliation Act) for 18 months. The amount that you pay for insurance will be significantly higher. For specific information, contact the Benefits Manager at Central Office.

**Who should I contact when I am ready to retire?**

- 1) Set up an appointment with the Teachers' Retirement Fund to go over your retirement application. Appointments go quickly here so it is best to make this even a year before you think you wish to retire.
- 2) Contact your 403b representative and financial planner to discuss retirement options.
- 3) When you are sure that you are ready to retire, let your principal know when your last day of work will be. This notification should be prior to March 1 in the year that you wish to retire.
- 4) Once Central Office receives notification of your retirement you will automatically receive information on how to continue your life, LTD, health, vision, and dental insurance. The Central Office will inform Met Life and/or Voya of your vesting status for the 401a, 457(b) and VEBA accounts, and information will be sent to you.

**Who can I contact for additional questions?**

Benefits Manager at Central Office

Hamilton Southeastern Education Association

Teachers' Retirement Fund ([www.in.gov/trf](http://www.in.gov/trf)) (1-866-591-9441)

Appendix “E”

**HSE Emergency Closure**  
**Frequently Asked Questions**  
(Weather, mechanical, etc.)

**What type of learning/instruction will take place when an emergency closure is necessary?**

Students in grades PK-6 will participate in eLearning. Students in grades 7-12 will participate in virtual instruction and will follow their schedule for that day.

**What does an emergency closure day look like for students in PreK-6?**

Students will receive online instructional content provided by their teachers. Teachers will have eLearning content posted to Canvas no later than 9:00 a.m. of an eLearning day. For grades PK-6, eLearning will be communicated in the eLearning section of the teacher’s Canvas course. These lessons will relate to specific content areas including related arts. Students will have access to their teachers via email or another method communicated by the teacher (this would include ENL and Exceptional Learners). Teachers will let students know how and when they will be available.

As a general guideline, eLearning assignments/activities should take between 20-30 minutes per class/content area. At the PK-6 level where assignments/activities blend across multiple content areas, the teacher will communicate about how long the assignment/activity should take to complete.

**What does an emergency closure day look like for students in 7-12?**

Grades 7-12 will participate in synchronous virtual instruction. Students will follow their in-person schedule for that day. Instruction will occur virtually through Zoom for live instruction.

**When will an eLearning assignment be due for students in grades PK-6?**

Teachers will communicate the due date to their students. Typically, an eLearning assignment for an emergency closure day will be due by 4pm on the second day we are back in school. For example, if we have an eLearning day on a Tuesday and Wednesday but are back in school on Thursday, the Tuesday eLearning assignment will be due by 4pm on the Friday and the Wednesday eLearning assignment will be due by 4pm on Monday.

**When will assignments be due for students in grades 7-12?**

In most cases, assignments given will be due the next time the class meets. Teachers will communicate the due date to their students to avoid confusion.

**Will the eLearning work be taken for a grade?**

Teachers will have discretion to determine if an eLearning assignment will count for a grade or not. Teachers for students in grades 7-12 will communicate to their students as to when the assignments are due and if they will be taken for a grade.

**What if students have questions about their assignments?**

In grades PK-6, teachers will communicate to their students how they may be reached for questions or concerns.

**What should I do if I need to get in contact with a school counselor?**

Students and or parents in should feel free to e-mail the school counselor. The school counselors at all levels will monitor e-mail for questions from families.

**What if the student does not have their device at home? What if the student does not have access to the internet?**

Students may complete eLearning assignments on any device available to them and use any internet connection available to them (friend's house, library, etc.). Because there is a window of time to complete the assignments, students in grades PK-6 will have the opportunity to access their device and complete assignments in a timely manner. Students in grades 7-12 should always carry their devices with them from school each day.

**How does my student log into Canvas?**

Canvas resources for students, including log in information, [can be found here](#).

**How will attendance be taken?**

For students in grades PK-6, attendance will be taken by students logging into Canvas on the eLearning day. For students in grades 7-12, attendance will be taken as their class meets via Zoom.

If you have further questions regarding the eLearning day(s), we encourage you to speak with your teachers.

Appendix “F”

**Extracurricular Trip Information**

**Extra-Curricular Trips**

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

**Transportation Responsibilities-**

Once per year any school official that is trained to drive a white activity bus is subject to a driving record report query. This query is conducted through the BMV website. Any query that reveals an offense that is deemed to be a safety concern will make the employee ineligible to drive the district vehicle. Such offenses could include, but are not limited to, alcohol or drug related offenses, excessive moving violations, or excessive speeding violations, for example.

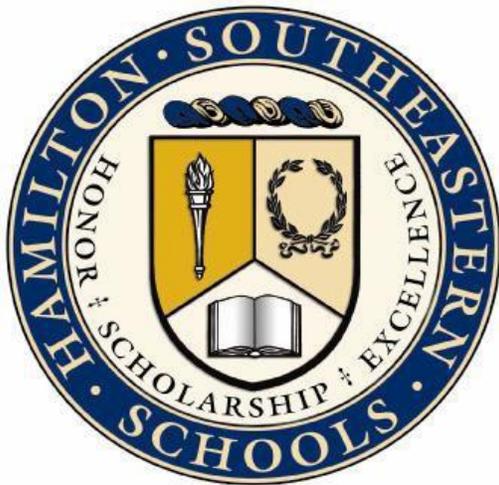
**Coach/Sponsor/Chaperone/Student Responsibilities - Rules:**

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.

*\*These guidelines were verified & confirmed with the transportation department in April, 2022.\**

## Hamilton Southeastern Schools



### Talent Development System

## Administrator and Teacher Guidebook

[Hamilton Southeastern Schools Intranet - TDS Evaluation Guidebook - .pdf - All Documents \(sharepoint.com\)](#)