

**TEACHER'S HANDBOOK  
NEW ALBANY FLOYD COUNTY  
CONSOLIDATED SCHOOL  
CORPORATION**

**July 17, 2023**

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## **Assignments**

Teachers should be notified of their assignments as soon as feasible.

Administration has the authority to assign a teacher within a building to any grade level, subject matter area or other area of responsibility for which the teacher is certified.

If a secondary subject matter department chairperson assignment is made, it will include some preparation time (either a period during the daily schedule or some days each year) to carry out essential department chair responsibilities.

## **Association**

Administration recognizes the Association as the acting representative of teachers as set forth in Indiana Code.

## **Association Business**

The Association and its representatives will have the privilege to use school buildings at reasonable times, at the prevailing rental schedule and the Association shall follow the same scheduling practices as other organizations in reserving use. The Association may make reasonable use of the facilities of the inter-school mail and email systems, the Corporation web site and of bulletin boards in areas frequented by teachers except in instructional and student use areas. The Association may make reasonable use of Corporation owned audio visual equipment, phones, computers, duplicating equipment, and paper; provided that no equipment shall be moved from the site on which it is maintained, and provided further that such use shall not interfere with any school program. The President of the Association or his/her designee shall be allowed to visit schools to investigate teacher complaints.

## **Association President**

The President of the Association will be sent a copy of the agenda for all public sessions of the Board of School Trustees and will be given additional information that is sent to the Board relating to such public session agenda items, provided that the Association will not be given confidential material developed for purposes of decision making or any material relating to topics which may be discussed in Executive Session. The distribution to the President of the Association shall be at the same time and in the same manner as the distribution to the Board of School Trustees. The President of the Association will be given a copy of the minutes of the meetings of the Board of School Trustees immediately following approval by the Board.

## **Board Rights**

The Board of School Trustees of the New Albany-Floyd County Consolidated School Corporation has the sole responsibility and authority to establish, manage and direct, on behalf of the public, all the operations and Activities of the School Corporation to the full extent authorized by law.

## **Building Committees and Central Discussion**

Prior to each school year, the Building Committee and discussion set-up, protocols and procedures will be evaluated, updated and communicated with ALL teachers, as well as, district and building level administration. Administrators and Association representatives shall constitute the Building Committee for each building. The Building Committee shall, if either party requests, meet at mutually convenient times, no fewer than four (4) times each year to discuss building issues. An Email will be sent out to ALL teachers for their input on agenda items for the

Building Committee to discuss prior to each meeting. Input can be provided/submitted to building level administration and/or association representatives. Notes from the Building committee shall be sent to the Association President and corresponding Vice President, the appropriate Assistant/Associate Superintendent and the Human Resources Officer.

Corporation issues will be discussed at Central Discussion or with a committee that has been mutually agreed upon by Administration and the Association.

### **Calendar**

Discussion will take place with the Association on calendar issues including hours and days.

### **Cancellation of School**

If regular classroom instruction is canceled by Administration on any of the scheduled attendance days, teachers' salaries and wage related benefits, including sick leave and personal leave days, shall not be reduced by such cancellation.

### **Certification**

All teachers are required to have an official transcript of college credits and a proper certificate to teach, issued by the Indiana Department of Education, on file in the Human Resources Office. The securing and renewal of a certificate is the responsibility of the teacher. A teacher will not be issued an individual contract, or be permitted to teach in any school year, if his/her teacher's certificate has expired prior to the beginning of that school year, unless the teacher provides sufficient evidence that he/she has met the qualifications necessary for the renewal of proper certification and has taken all the necessary action to secure such certification. A non-licensed teacher will be required to obtain a substitute permit until such time that a certified license is obtained. (For additional licensure information, (see pages 9-11)

### **Collaboration**

Collaboration meetings are held every Wednesday of the school year with the exception of the first Wednesday of the school year and the last Wednesday of the school year.

### **Communicating with Students**

When communicating with students, the preferred method is mass communication using approved School Corporation platforms. When communicating with individual students regarding curriculum, teachers should use School Corporation platforms. When communicating with students from a personal platform/device, another adult (assistant coach, teacher, parent administrator) must be included in the communication.

### **Day (Teacher) Contract Time: 6 hours 35 minutes**

Elementary Teachers	M, T, TH, F	7:45-2:40	(6 hours 55 minutes)
		W (1 hour) 7:45-3:30	(7 hours 45 minutes)
Middle School Teachers	M, T, TH, F	8:55-3:50	(6 hours 55 minutes)
		W (50) 8:05-3:50	(7 hours 45 minutes)
High School Teachers	M, T, TH, F	7:35-2:30	(6 hours 55 minutes)
		W (55) 7:35-3:20	(7 hours 45 minutes)
Prosser	M, T, TH, F	7:30 – 2:25	(6 hours 55 minutes)
		W (55) 7:30 – 3:15	(7 hours 45 minutes)

## Delays of School

If Administration delays the opening of school on any particular day, teachers shall be required to arrive at school at the designated period of delay after their normal time to report. For example, if the delay time is two (2) hours, teachers report two (2) hours after their normal time to arrive at school.

## Department of Child Service Reporting

In accordance with federal law, state law, and Board policy, ALL employees have an obligation to **immediately** report all cases of suspected Child abuse and/or neglect.

(\*not limited to physical harm; should include suicide ideation and self-harm)

Report to the Department of Child services by calling 1-800-800-5556 and/or by contacting law enforcement.

## Direct Deposit

All teachers shall enroll in the direct deposit program. The teacher shall have access to his/her pay information online.

## Discipline of a Teacher

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 (excepting the Exclusive Representative).

## Dress Guidelines

The Association and Administration believe that by creating a focus on professionalism we establish and maintain a more effective and positive learning environment for our students. We believe that "dressing for success" is an integral part of being the classroom instructional leader. We believe "Business Casual" is the standard most appropriate for general classroom teachers who must be relatable to students, yet active throughout a busy classroom. These professional dress guidelines would be appropriate for scheduled conferences with parents and student days. The New Albany Floyd County Schools definition of dressing professionally, looking relaxed, neat and pulled together. The National Education Association advises that teachers avoid tight-fitting and/or revealing clothing.

While "Business Casual" is the agreed upon standard, teachers are free to wear "Business Attire" such as sport coats, ties, appropriate dresses, and suits.

### Business Casual Guidelines for Men

**Shirts** — Collared shirts or sweaters

**Pants** — dress pants, dress jeans, casual slacks (such as khakis)

**Shoes** — Dress or casual shoes

### Business Casual Guidelines for Women

**Shirts** — collared shirts, dress tops without collars, or sweaters

**Pants/Skirts** — dress pants, dress jeans, casual slacks (such as khakis), or skirts

**Shoes** — dress or casual shoes

### Dressing Professionally for Specialized Teaching Duties

- Teachers such as visual arts, physical education, trade and industry programs, culinary arts, health careers service program, and ROTC will need to dress to their particular business standards.
- Special education teachers such as preschool programs and intense intervention programs will need to dress appropriately for special types of instruction.
- All teachers, at certain times, will need to dress appropriately for special types of instruction. Examples of this include field days, field trips, science labs, and some outdoor activities.

### Special Days at Individual Schools

Special days at schools where business casual is not the dress for the day can be discussed by the building committee. Examples may include school spirit days, school pride days, beach days, etc.

### Duty

Teachers may be placed on duty for safe arrival and dismissal of children **beyond** the teacher day as discussed in the building committee.

### Equipment and Facilities

The Board shall make a reasonable effort to provide for use by teachers for school related purposes:

- Computer and e-mail
- Supplies, textbooks, and teaching materials
- Space for a faculty lounge and space for teachers to eat lunch
- Storage space
- Restroom facilities
- Copying equipment
- Telephone

### Evaluation

Administration is not required to notify teachers of a specific date or time for observations. However, all monitoring or observation of a teacher's work performance shall be conducted openly and with full knowledge of the teacher involved.

Each teacher observed shall receive an exact copy of the evaluation form and the observation form which the administration may complete in the timeframe in accordance to DOE guidelines on observations and evaluations.

Each teacher shall sign all copies of the evaluation form and the observation form that are placed in the teacher's personnel file. Such forms shall include a statement indicating that the teacher's signature shall not be construed to indicate agreement or disagreement with the statements contained on the form. A teacher may submit written comments pertinent to a particular evaluation and/or observation form and such comments shall be attached to that form.

A teacher may deliver written comments pertinent to any evaluation to the Chief Human Resources Officer. Such comments shall be attached to the evaluation and become a part of the teacher's personnel file at the Administrative Services Center.

When an evaluation form or observation form indicates that a teacher's performance is rated "needs improvement" or "ineffective", the evaluator and the teacher shall develop a remediation plan (professional development plan) of not more than ninety (90) school days in length to correct the deficiencies noted in the teacher observation/evaluation form.

Evaluation forms and procedures shall be periodically reviewed at Central Discussion.

### **Extended Contracts, Counselors, and SE Facilitators**

Administration, after discussion with the Association, may create job descriptions which require a teacher to serve on an extended contract. Any teacher on an extended time contract shall be paid at his/her daily rate for each day beyond the regular number of teacher attendance days unless stated otherwise in the Master Contract.

High school and middle school counselors will work six (6) additional days and Special Education facilitators will work five (5) additional days by mutual agreement of Administration and the Association; any additional work days will be scheduled by the building principal following consultation with the building counselors, the appropriate Assistant/Associate Superintendent, and the Chief Human Resources Officer.

### **Extra Duty Assignments**

Administration has the authority to hire and remove a teacher from any extra-duty assignment. Administration may fill any extra-duty assignment that does not require certification with a person not defined as a teacher. If the selection process established by the Board to fill an extra-duty assignment includes persons other than administrators in the Corporation, the Association shall have representation in such selection process.

Extra-duty assignments shall be made on a voluntary basis, unless such an assignment is an integral part of a position, or it is not feasible to fill an extra-duty assignment with a suitable volunteer. A teacher who wishes to resign from an extra-duty assignment which is not an integral part of his/her position may do so, and Administration will make every reasonable effort to replace such teacher with a suitable volunteer. If a teacher gives advance notice of the desire to resign from such an extra-duty assignment, at least one (1) school year in advance of the time the resignation would be effective, the teacher may resign and will not be reassigned to that extra-duty assignment.

### **FMLA**

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reason. FMLA provides for up to 12 weeks of unpaid, job-protected leave for certain family and medical reasons. FMLA eligibility rules apply.

Any leave for purposes covered by the FMLA is considered FMLA leave even if the employee does not specifically request a FMLA leave.

The maximum FMLA leave is 12-weeks (60 work days). Spouses employed by NAFCS will be limited to a combined total of 12-weeks (60 work days) of leave for certain situations as defined in the FMLA. The “rolling 12-month period measured backward” as per Federal Regulations part 825 is used to determine available leave.

#### Reasons for Taking Leave:

- To care for the employee’s child after birth, placement for adoption or foster care (up to one (1) year after birth or placement).
- To care for the employee’s spouse, son, daughter or parent who has a serious health condition. *Special rules may apply for parents and adult children.*
- For a serious health condition that makes the employee unable to perform the employee’s job.
- For any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty”.

#### Notice and Medical Certification:

The employee will be required to provide advance leave notice, when possible, and may also be requested to provide medical certification. Taking a leave may be denied if requirements listed are not met.

- The employee must provide thirty (30) days advance notice when the leave is “foreseeable”.
- The employee may be required to provide medical certification to support a request for leave because of a serious health condition. Second or third opinions (at the employer’s expense) may also be required. A fitness for duty report is required before the employee may return to work.
- During any FMLA leave, the employee is obligated to notify the supervisor on a regular basis (as determined at the start of leave) of their condition and the estimated date of return to work.

#### Job Benefits:

- For the duration of FMLA leave, NAFCS will maintain the employee’s health coverage.
- During any FMLA leave the employee is expected to continue making the regular premium contributions for all insurance benefits. If paychecks are being received, regular deductions will be made, otherwise the employee will be expected to make regular payments on the 1<sup>st</sup> of each month.
- Available and applicable sick days MUST be used concurrently while on FMLA leave.
- Upon return from a FMLA leave, most employees will be restored to their original or equivalent positions.

This is not intended to be an exhaustive explanation of the FMLA. For complete details, please refer to 29 C.F.R. part 825.

#### **Funerals of Staff and Students**

In the event a member of staff or student passes away and his/her funeral is scheduled during a regular school day, Administration shall make every effort to permit teachers, upon request to his/her building principal, sufficient time away from his/her regular assignment, to attend their funeral.



## Involuntary Transfers

Involuntary transfers may be made for good cause:

- When a change in the student population in a building results in an administrative decision to increase/reduce the number of teachers in that building, length of service in the Corporation will be one of the factors considered in selecting those to be involuntarily transferred. Teachers in the affected building will be given an opportunity to volunteer to be transferred before the final decision regarding transfers is made. If sufficient suitable volunteers exist, no involuntary transfers will be made for the purposes described in this subsection. Any teacher selected for involuntary transfer will be given information about assignments available at the time of the transfer and will be considered for any available assignment for which he/she is qualified and in which he/she indicates an interest.
- Notice of involuntary transfer shall be sent to the teacher involved as soon as possible following the administrative decision.
- A teacher involuntarily transferred shall, upon request, be given a statement of the reasons for the involuntary transfer and a conference with the appropriate administrator.

## Leave of Absence

In addition to other leaves of absence expressly provided for herein, the Board may approve a leave of absence without pay or other benefits, subject to the conditions set out below, provided the leave is for one full school semester or one full year, and provided further that the leave is requested for reasons of physical disability, political activities, study, travel, service in the Peace Corps, Vista, religious missionary work, a teacher exchange program, the Teacher Corps, or service as an officer of the local, state, or national Association.

Insofar as possible, a teacher shall apply for a leave of absence prior to the end of the school year preceding the semester(s) for which the leave is requested. In every instance, to be considered by the Board, a teacher must apply for a leave of absence a sufficient time in advance of the proposed absence to allow Administration to arrange for an appropriately qualified replacement for the departing teacher and to allow Administration to evaluate the application. The application shall contain a detailed statement of the purpose of the leave of absence and the manner in which the leave will be of value to the Corporation.

Each teacher on an approved leave shall notify Administration, in writing, not later than sixty (60) days prior to the end of the leave, if he/she intends to return to employment with administration upon expiration of the leave. Failure to supply such notice shall relieve the Administration of any obligation to return the teacher to work in the Corporation.

Administration shall be obligated to return a teacher to work in the first semester following the expiration of the leave; if the teacher refuses a position for which he/she is certified,

Administration shall have no further obligation to return the teacher to work in the Corporation. Teachers returning from approved leaves shall retain credit for years of teaching service and sick leave credits as of the time the leave commenced, provided such teachers return immediately upon the expiration of the leave.

Teachers returning from approved leaves shall retain their status upon returning from leave

provided such teachers return immediately upon the expiration of the leave.

If a teacher received a leave of absence for humanitarian or governmental service, and such service requires a minimum time commitment of more than one (1) year, Administration will, upon request submitted not later than sixty (60) days prior to the end of the first leave of absence, make every reasonable effort to grant a second leave of absence for a period of one (1) year. When legally possible under Indiana Statutes, Administration will employ teachers replacing teachers on an extended leave of absence on a temporary contract.

Notwithstanding Administration's obligation to return a teacher to work after any leave of absence, if at the time a teacher is scheduled to return from any leave of absence, including maternity leave, Administration is carrying out a reduction in force; the teacher shall be assigned, or laid off in accordance with Indiana Code.

Administration may grant teachers such other leaves of absence upon such terms and conditions as it deems appropriate. Administration may limit the number of discretionary leaves.

## License

### **CERTIFIED: New Hires**

A newly hired individual for a certified position must obtain the proper credentials. NAFCS in conjunction with the Teacher's Association has established the following procedures for anyone newly hired in a certified position.

1. The new hire must apply for the proper licensing within 30 calendar days of being hired.
  - The pay during this time will be based on the certified bargaining agreement.
  - In accordance with INPRS, no monies will be deposited into a TRF account (Teacher's Retirement Fund) until the proper licensing is obtained.
  - Days worked without licensing will not count toward years of service in INPRS nor for the district.
  - Individuals must work 120 teaching days with a valid license to be eligible for an increase the following year on the teacher scale, the TAG (teacher appreciation grant) and any other requirements as either in the bargaining agreement or based on past practice.
2. The new hire must obtain the proper licensing within 90 calendar days of being hired. Individuals unable to obtain the proper licensing within this time period will be subject to the following:
  - The new hire employee must apply for a substitute permit immediately following either the denial of licensing or on the 91<sup>st</sup> calendar day.
  - Pay will be lowered on the 91<sup>st</sup> calendar day to the highest substitute rate for non-certified individuals.
  - The position will be posted and Administration reserves the right to replace the individual at any time after the 91<sup>st</sup> calendar without a license.
  - Failure to obtain licensing within 90 calendar days will be deemed a voluntary resignation.

*Note: The district will work with the IDOE on any pending issues. If an individual is close and only a minor issue is the holdup, we may extend the 90-calendar day deadline. CPR certification will not be considered a minor issue.*

## **CERTIFIED: License Renewals**

All certified staff are responsible for the renewal of their licenses and always maintain a valid license during their employment.

*In accordance with the IDOE (Indiana Department of Education), “All licenses that are valid on the first day of the academic school year shall be considered valid for the duration of that academic school year. (511 IAC 16-1-1(e)) If renewal requirements are not completed prior to the expiration of your license there is no penalty imposed by the Educator Licensing office; however, the license will not be renewed until the requirements have been met.”*

***The first day of the academic school year in our district is deemed to be the first student day.***

1. The Human Resources Department will send reminder notifications to all certified staff whose license is expiring before the upcoming next school year. Those notifications will be sent by the end of **February – 1<sup>st</sup> Notice, April – 2<sup>nd</sup> Notice** and the beginning of **June – Final Notice** every year. Notifications will be sent to home addresses.
  - A list of individuals needing to pursue licensing renewal will be given to each Principal and the President of the Association.

*These are courtesy notifications and not receiving a notification does not exempt an individual from their responsibility to renew their license.*

2. Certified staff who renew their license need to send their updated license information by email to human resources at [Hr@nafcs.org](mailto:Hr@nafcs.org). Licensing information will be updated in our system and the documentation will be added to the employee’s personnel file.
3. Certified staff who do not renew their license prior to the first academic day (first student day) will be subject to the following requirements:
  - The individual will be sent an email on the 1<sup>st</sup> Teacher work day of the school year and cc’d to their administrator and the association president notifying them of their non-compliance with the Indiana licensing requirements.
  - The individual must show proof of their renewal application in process within 10 calendar days of the first academic day. Failure to comply will result in the following:
    - The district will stop contributions to the TRF (Teacher Retirement Fund) with INPRS in accordance with the INPRS requirements. This action will take place on the first pay for the new contract school year and continue until a license is obtained or step 4 is completed whichever happens first.
    - Days worked without licensing will not count toward years of service in INPRS nor for the district.
    - Individuals must work 120 teaching days with a valid license to be eligible for an increase the following year on the teacher scale, the TAG (teacher appreciation grant) and any other requirements as either in the bargaining agreement or based on past practice.

4. Certified staff must obtain the proper licensing within 90 calendar days of the first academic day (first student day). Individuals unable to obtain the proper licensing within this time period will be subject to the following:
  - The certified employee must apply for a substitute permit immediately following either the denial of licensing or on the 91<sup>st</sup> calendar day.
  - The certified employee pay will be lowered on the 91<sup>st</sup> calendar day to the highest substitute rate for non-certified individuals.
  - The position will be posted and Administration reserves the right to replace the individual at any time after the 91<sup>st</sup> calendar without a license.
  - Failure to obtain licensing within 90 calendar days will be deemed a voluntary resignation.

### **Lunch**

The administrative staff will provide duty-free time (this does not include supervising students) of at least thirty (30) minutes between the hours of 10:00 a.m. and 2:00 p.m. for all teachers of the Corporation

### **Maternity/Paternity Leave**

A teacher may request an unpaid parental/maternity leave of absence up to one (1) year at any time following the birth of the child or an adoption of a child. The leave may not exceed one year from the date of the birth. An exception may be granted in cases of a medical emergency and notification to the Chief Human Resources Officer with at least thirty (30) days before the date on which the desired leave is to start when possible. Any such request will include the length of the leave requested and physician's medical certification. An approved leave will run concurrent with FMLA, when applicable. Leaves prior to the birth of the child will only be granted through an approved FMLA request. This leave may also be extended at the option of the Board.

A request for parental/maternity leave of absence shall be received in Human Resources at least thirty (30) days in advance of the effective date of said leave request when possible. In cases involving adoption, should circumstances warrant the thirty-day (30) requirement may be waived provided advance notice of intent to apply for parental leave because of adoption of a child was made.

The parental/maternity leave request must contain beginning and ending dates (at least tentative), thus establishing the approximate duration of the request.

A teacher returning from such leave will be placed on the salary compensation schedule at a rate no less than their most recent salary, and shall be eligible for all benefits provided by the corporation.

A teacher on maternity/paternity leave shall be offered a position at the beginning of the first semester following the end of the leave, provided the teacher has notified the Chief Human Resources Officer of intent to return no later than sixty (60) days prior to the end of the leave. If a teacher on maternity/paternity leave refuses a position for which she/he is certified, the Corporation shall have no further obligation to return the teacher to work in the Corporation. Prior to the first day of teaching following a maternity/paternity leave, the teacher must submit a written statement by a physician indicating that she/he is able to fulfill the requirements of her/his position.

If for any reason the maternity/paternity leave becomes unnecessary, Administration shall be required to return the teacher to work earlier than the beginning of the semester following the end of the leave as originally granted only upon the teacher's request and when a vacancy for which the teacher is qualified becomes available. If the teacher refuses a position for which she/he is certified, offered under these circumstances, the Administration shall have no further obligation to return the teacher to work in the Corporation, either before or after the end of the leave originally granted.

### **Meetings**

Teachers are required to attend meetings called by the Administration. Every reasonable effort will be made to keep the number of meetings at a reasonable level and to make them reasonable in length.

### **Military Leave**

The Board will approve a leave of absence for any teacher for service in the armed services of the United States, regardless of the branch of service, pursuant to the applicable state and federal statutes.

### **New Teachers**

The names and addresses of all new teachers shall be furnished to the President of the Association as soon as is practicable after they are hired. The President of the Association will also be notified of Teacher orientations held at the beginning of the year to discuss Association business with new teachers.

### **Open House Expectations**

The school corporation values establishing good relationships with our students' parents. It is our expectation that teachers attend their school's open house as discussed in their Building Committee.

### **Parent-Teacher Conferences**

Team or grade level meetings shall not be held during the week of Parent-Teacher conferences (K-6) as well as one additional week. Each school's building committee shall decide if the additional week will be the week before or the week after conferences.

### **Payroll Deductions**

The Board will deduct from the salary of individual teachers the amounts for the following programs:

- Credit Union
- Any voluntary insurance program designated for which the teacher pays all or any part of the premium
- Other items designated within the Master Contract.

## Personnel File

NAFCS designates that the official personnel file is maintained by the Human Resources Office located at the Administrative Services Center (A.S.C.). A teacher shall be notified whenever any statement which is critical or derogatory of the teacher is made a part of the teacher's personnel file at the A.S.C. Teachers shall be given the opportunity to sign any derogatory or critical document to be placed in their personnel file. However, a teacher's refusal to sign any such document shall not prevent its placement in his/her personnel file. No written derogatory statements shall be used directly in the evaluation process, or in any disciplinary process, unless the teacher is notified of the derogatory material if it is to be placed in the teacher's personnel file in the A.S.C. If a teacher so desires, he/she shall be given an opportunity to make a written statement to be attached to the derogatory statement. A teacher shall be permitted to see his/her personnel file at the A.S.C., except recommendations written at the teacher's request. A teacher may add appropriate material to such personnel file.

When the administration identifies a teacher with deficiencies which could lead to the teacher's dismissal and such deficiencies are not covered as a part of the observation and evaluation process, the appropriate administrator shall, as soon as reasonably possible, confer with the teacher and describe the deficiencies, suggest desired improvements, discuss resources available to the teacher, and, when appropriate, offer administrative assistance. The administrator shall confirm the substance of the conference and list specific suggestions for improvement in a written memorandum, a copy of which shall be provided for the teacher.

All copies of the memorandum shall be signed by the administrator and the teacher. The memorandum shall include a statement indicating that the teacher's signature shall not be construed to indicate agreement or disagreement with the substance of the memorandum.

This memorandum shall become a part of the teacher's personnel file, and the teacher may, within ten (10) days of receipt of the memorandum, deliver written reactions to it, and these reactions shall also be placed in the teacher's personnel file. The administrator shall follow up on the initial conference with the teacher and, as is appropriate, confer with the teacher to indicate continuing deficiencies and/or improvement. Any such conference(s) described in this subsection are in addition to those associated with the final evaluation.

## Preparation Time

Administration and teachers understand the importance of preparation time. On a typical day, full time teachers are currently scheduled the following amounts of preparation time during the student day:

- Elementary 36-40
- Middle 45-50
- High 45-50

Preparation time is that interval, free from student supervision, when teachers plan classroom procedures and activities; grade papers, evaluate school related program and curriculum; and hold conferences with students, parents, or collaborate with other staff members. Such time is not intended to be used for personal business.

Association building representatives may utilize their individual preparation time and any duty-free time between the hours of 10:00 a.m. and 2:00 p.m. to conduct necessary Association business.

## Professional Learning Communities (NAFCS Framework)

We Embrace the *Three Big Ideas* of a Professional Learning Community:

- We accept *learning* as the fundamental purpose of our district and therefore are willing to examine all practices in light of their impact on learning.
- We are committed to working together to achieve our collective purpose. We cultivate a collaborative culture through development of high-performing teams.
- We assess our effectiveness on the basis of results rather than intentions. Individuals, teams, and schools seek relevant data and information and use that information to promote continuous improvement.

We Embrace the *Four Essential Questions* of a Professional Learning Community:

- What do all students need to know and be able to do?
- How will we know if they have learned it?
- How will we respond when some students do not learn?
- How will we enrich and extend the learning for students who are already proficient?

## Reduction in Force

The Administration shall meet with the Association and discuss matters related to a reduction in force. The Board shall provide no fringe benefits for teachers during the period of layoff; however, teachers may continue their insurance coverage under the group insurance plan, at their own expense.

The Association will be given a copy of any layoff list, in a timely manner, before a recommendation is given to the Board of School Trustees.

## Reporting of Suspected Child Abuse/Neglect, Sexual Harassment, or Sexual Assault (Title IX)

In accordance with federal law, state law, and Board policy, ALL employees have an obligation to **immediately** report all cases of suspected Child abuse and/or neglect or suspected or known incidents of sexual harassment and/or sexual assault. The steps to report are:

- All employees are required to report student related issues of neglect, abuse, sexual harassment or assault to the Department of Child services by calling 1-800-800-5556 and/or by contacting law enforcement.
- All employees are required to **immediately** report any suspected or known sexual harassment, sexual assault, or discrimination issues to **Jeanine Corson, Title IX Coordinator** at 812-542-2118 or [jcorson@nafcs.org](mailto:jcorson@nafcs.org). Information can be mailed to 2813 Grant Line, New Albany, Indiana, 47150

## Resignation

Teachers shall give written notice, to the Superintendent, regarding their intent to resign as soon as possible.

## Safety

The Board shall make every reasonable effort to provide safe and healthful conditions for all teachers.

## **Special Education**

Administration shall provide teachers with a copy of special education referral and testing guidelines for review and use by teachers. This procedure shall define the roles and responsibilities of administrators, teachers and staff. Teachers will follow all established administrative procedures when referring students for possible testing and special education placement. If at all possible, case conferences shall be scheduled during the teacher work day.

## **Substitutes**

Administration will obtain certificated substitutes for classroom teachers who are absent from the classroom unless substitutes are not available. An assignment to cover for a teacher who is absent and for whom no substitute is provided will be made on a voluntary basis, whenever possible.

## **Summer School and Classes outside the Regular School Day/Year**

Tentative openings for regular academic classes offered outside the regular school day and/or year shall be publicized and posted in appropriate buildings as soon as possible. Teachers desiring to obtain one of these tentative positions may submit an application to the Administrator in accordance with directions contained on the posting of positions.

All Corporation teachers who apply for such regular academic classes will be considered for available openings for which they are qualified. Only Corporation teachers who apply will be considered for available openings in such regular academic classes, when possible. No teacher serving under a Temporary Contract will be employed as a teacher for a regular academic class outside the school year when teachers serving under a Regular Teacher's Contract remain applicants for such assignment.

Notice of employment to teach in a regular academic class outside the regular school day and/or year, contingent upon sufficient student enrollment, shall be sent to accepted applicants as soon as is practicable after the application period is closed.

## **Teaching Load**

Within the limits of available economic resources and physical facilities, administration will attempt to maintain reasonable, comparable teaching loads for teachers at like grade levels and for teachers of like courses.

## **Temporary Student Dismissal**

If a teacher concludes that a student has been disrespectful, disobedient or disruptive, and the teacher has attempted to resolve the situation, and such action has not been successful, the teacher shall report the matter, in detail, to the appropriate administrator. Administration will act within a reasonable length of time to utilize appropriate available resources to aid in bringing about an improvement in the circumstances as determined by the appropriate administrators in consultation with the teacher or teachers involved. The teacher shall be informed of the disposition of his/her referral.

Pursuant to Indiana Code, A teacher may remove a student from his/her class in order to ensure a safe, orderly, and effective educational environment. Such removal shall not exceed:

- Five (5) class periods for middle (grades 7-8) or high school students; or
- One (1) school day for elementary school students
- Two (2) half days for middle school (grades 5-6)



If a teacher intends to remove a student from class for more than one class period, he/she will first personally inform the building principal or his/her designee and make documented attempts to discuss the situation with a parent, guardian, or caregiver. The final decision shall be the teachers. Students removed from class must be given regular or additional school work to complete during removal from the classroom.

For the purposes of this section and clarification of the term “class period”, the maximum time a student may be removed is:

- High or middle school (grades 7-8): 5 periods
- Middle school (grades 5-6) – two (2) half days
- Prosser – the remainder of the session from which the student was removed plus the next day’s session.
- The equivalent of an “elementary school day” is twenty-four (24) hours from the time of the student’s removal from class.

### **Transporting Students**

Teachers shall not transport students in their personal automobile unless authorized to do so by an administrator. Parents will be informed and permission obtained whenever possible. The Board shall purchase liability insurance providing protection for teachers who are authorized by the appropriate administrator to transport students in their personal automobiles. It is expressly understood that the coverage provided by the Board is secondary to the liability insurance carried by the teacher and provides coverage only after the teacher's liability coverage is exhausted. A teacher's refusal to transport students in his/her personal automobile shall not result in any punitive action; however, a teacher in conjunction with the appropriate administrator may be required to make a reasonable effort to arrange transportation for students as a part of an extra duty assignment performed by a teacher.

The School Corporation will make an effort, within the limits of available funds, and other resources, to provide transportation for students involved in activities directed by a teacher as an extra duty assignment.

### **Vacancies**

Administration shall post all vacancies. The Association President shall be informed when vacancies occur.

### **Vehicle Security**

Administration will make an effort within the limits of facilities and economic resources to provide reasonable security for teachers’ vehicles while those vehicles are parked on school property during the regular school day or scheduled school activity.

### **Voluntary Transfer Process**

- Send an e-mail to the Office of Human Resources stating the school of his/her choice. The timeline for requesting a voluntary transfer is between the first day of January and May 31st. The timeline may be waived by the superintendent or designee.
- The teacher does not have to apply online for individual positions.
- It is recommended that the teacher informs their current principal that they are seeking a voluntary transfer.
- Human Resources will inform the principal and appropriate Assistant Superintendent of the school(s) requested.
- An interview may occur with the principal and the teacher requesting a transfer.
- The Teacher will be notified by the Office of Human Resources if the transfer is accepted or denied.

Voluntary transfers almost always occur at the beginning of a school year and not in the middle of a school year. Administration will make every attempt to complete the process by the last teacher day.

### **Volunteering**

Teachers are encouraged to volunteer for after school activities and other school services and functions.