

NOBLESVILLE SCHOOLS

Handbook For Certified Employees

Section I

DAYS AND HOURS

- A. The school year shall consist of one hundred eighty (180) student days, and one hundred eighty-four (184) teacher days for returning staff. Teachers new to Noblesville Schools will work one hundred eighty-six (186) teacher days.
- B. The teachers' day shall consist of seven (7) hours and forty-five (45) minutes, which includes lunch. Duties such as attendance at faculty, administrative, in-service and committee meetings (if such meetings must be scheduled outside the regular teachers' day), and other duties traditionally performed outside of school hours shall continue to be performed by teachers beyond the seven (7) hours and forty-five (45) minutes stipulated in this paragraph.
- C. On days when the starting time of the school is delayed due to inclement weather or other unforeseen circumstances, the reporting time will be determined by adding the length of the delay to their regular time to report to school.
- D. School activities that involve an entire faculty, such as open house, will be scheduled by the building administrator after discussing with representatives of the faculty.
- E. The hours for teachers who work part time will be calculated based on the total teacher day. For instance, a teacher who is considered a .5 FTE shall work 50% of the contracted 7 hours and 45 minutes work schedule. Lunchtime and prep time may not be considered as part of the .5 workdays. Part time teachers are expected to attend all faculty and administrative meetings as well as the school's professional development activities.

- F. Teachers shall be required to attend no more than three evening or weekend activities in any school year. Building administrators will discuss the activities with the building discussion team in advance and then provide 48 hours notice of any activity or meeting that the teacher is expected to attend that occurs outside of the teacher day.
- G. In the event a teacher has an unavoidable conflict with a scheduled meeting or activity, he/she may be excused with the consent of the building principal. The teacher should notify the principal 24 hours in advance of the meeting.
- H. The Corporation provides professional development opportunities to assist teachers in appropriately educating students. Teachers are expected to participate in these professional development opportunities during the school year that are related to their job responsibilities. PGP credits will be issued according to district guidelines.
- I. Teacher participation in extracurricular activities, paid or unpaid, shall be voluntary.
- J. The Superintendent, in conjunction with the building administrators and district discussion team, shall set reporting and dismissal times for teachers. A teacher may leave before the designated dismissal time with the permission of the building principal or his/her designee. Principals may assign teachers to supervisory duties during the teacher workday.
- K. All teachers shall have thirty (30) consecutive minutes of duty-free lunchtime between the hours of 10:00 a.m. and 2:00 p.m.
- L. If needed, the district may provide aides to assume elementary playground and lunchroom duty during the lunch period and recess. These aides will be assigned by the building principal and will assume supervisory duties on the playground, in the lunchroom, and in any other areas to which they may be assigned. Elementary teachers will be relieved of supervisory duties in areas and at times where aides are assigned but shall continue to escort students to and from the lunchroom. Following recess, teachers will escort their students back to class. When an assigned aide(s) is unavailable, and another teacher does not

volunteer, the building principal shall assign a teacher to supervisory duty or the grade level will establish a rotating schedule as approved by the building administrator.

- M. Teachers shall be assigned an average of at least 250 minutes per week for preparation except for the middle school which will have an average of at least 200 minutes per week when the daily student instructional schedule provides for individual and team preparation. Such average shall be calculated on a biweekly basis, excluding weeks with four (4) or fewer days. Any period of time of at least 20 minutes without responsibilities for students can be counted as preparation time. At the elementary level, most of preparation time will be provided when the teacher is relieved from classroom duties and the class is under the supervision of an art, music, physical education teacher or another staff member. Preparation time will be provided within the teacher workday.
- N. Paragraph M of this section does not apply to part-time teachers, teachers who teach less than a full school day, or to teachers who serve as counselors, speech therapists, instructional coaches, or other auxiliary staff.
- O. Teachers who are required to travel from one building to another during a school day because of their teaching assignments will be allowed sufficient travel time from the end of one scheduled class to the beginning of the next class in another building. Each situation will be analyzed on an individual basis. This time shall not be considered as preparation or lunchtime. These teachers shall be compensated at the IRS rate per mile for required travel between buildings during the student day. Reimbursement for all other mileage authorized by Noblesville Schools will be compensated at 50% of the IRS rate per mile.
- P. Assigned planning periods shall be devoted primarily to instructional duties, such as but not limited to: working on instructional programs, conferring with parents, students, administrators, or supervisors, study and maintaining records and any other duties related to sound educational practices. Teachers with outside business interests shall not conduct such business during school hours except during their 30-minute duty free lunch. In the case of an

emergency, a teacher may be expected to help assist with a situation even if it runs through a planning period.

- Q. Teachers may be required to participate in case conferences when Individual Educational Programs (IEPs) are being developed for special needs students that are in their classrooms.
- R. Except for lunch, teachers who wish to leave the building during the workday must have the permission of the building administrator or designee in advance. Teachers are required to sign out of the building whenever they leave the premises. Each school will establish a sign out procedure.
- S. According to school board policy, job share opportunities for certified employees will be considered by the building administrators as well as the Superintendent or his/her designee. The teacher schedules must be in the best interest of the students and approved by the building administrator.
- T. If the Forum President and the Superintendent mutually agree, a reduced teaching schedule may be provided to the Forum President or designee for meetings with the Superintendent and/or designee and other matters that will enhance the working relationship between the School Corporation and the Association.

Section II

UNPAID LEAVES

A. Dependent Care Leave

1. An unpaid leave of absence shall be granted for the period when a teacher is not temporarily disabled, but needs to care for a dependent. A teacher shall be granted a leave of absence under this section for up to one (1) year. The teacher shall notify the Superintendent of the expected length of this leave.
2. The Board, at the request of the teacher, may extend the above referenced leave for the purpose of allowing a teacher to return from dependent care leave at the beginning of a semester or school year. A teacher who is granted dependent care leave is encouraged to time the return from such leave to coincide with the beginning of a semester or some other transition period in the school schedule.

B. Medical Leave

1. Medical leave may be granted after one (1) year of service when a teacher's health does not permit continued employment. This leave may be for the remainder of a school year and may be renewed for one (1) year, at the request of the teacher.
2. Proof of disability signed by a practicing physician shall be submitted with the leave request. The school corporation, at its expense, may require a medical opinion from a physician of its choice.

J. Sabbatical Leave

1. A teacher may be granted sabbatical leave for up to one (1) year for enrollment in a full time advanced college or university study in a field related to a teacher's area of certification.
2. No salary compensation shall be given the sabbatical teacher during the leave, nor shall the time of that leave accrue as experience for salary or retirement benefits. All insurance and health benefits may remain in effect during the leave with the cost to be borne by the teacher.

K. Short Term Unpaid Leave

The Board, at its discretion, may grant to a teacher a short period of unpaid leave.

L. Family Illness Leave

1. Unpaid leave for family illness may be granted at the request of the teacher.
2. This leave may be for a period of time up to the duration of the current school year, and may be taken in order for a teacher to care for any member of the immediate family.
3. The teacher shall notify the Superintendent of his or her request to take family illness leave at least fifteen (15) days before the leave is to be taken.
4. In the case of an illness or injury in the immediate family that requires the teacher's immediate presence, the teacher will notify the Superintendent or designee of the emergency as soon as possible.
5. When applying for family illness leave, the teacher must present, to the Superintendent, a physician's statement regarding the nature of the illness and the probable length of the convalescence.

Section III

LICENSES AND GRADUATE CREDIT

- A. All certified personnel are expected to maintain a current professional license. Any staff member who has renewed an expired license must present a current professional license to the Human Resources Department (or proof that s/he has completed the requirements and has applied for the license) before the first teacher workday. Professional staff who cannot provide a license or proof of application for the license on the first contract day will receive substitute teacher pay until the new license is provided.

Section IV

TUTORING STUDENTS

- A. The Board of School Trustees encourages and supports teachers to work with students before and after school.
- B. As is stated in Board of School Trustees Policy #3231, Section B, "Staff members should not use school property or school time to solicit or accept customers for private enterprises without written administrative permission."
1. Policy #3231 states that staff members may not accept fees for remedial tutoring of students currently enrolled in one (1) or more of their classes.
 2. The Board of School Trustees does support and encourage teachers working with students before and after school.
 3. The Board of School Trustees will allow a certified teacher of Noblesville Schools to use school facilities to tutor a student of Noblesville Schools given proper administrative approval and meeting the established requirements. Form 3231, which can be obtained from the school principal or designee, should be completed when a teacher wishes to use the school facility to tutor individual students.

Section V

VACANCIES AND TRANSFERS

A. Posting of Vacancies in Teaching Positions

1. The Human Resources Department will post a list of all certified staff positions, including extracurricular positions, as it determines that the position is or will become vacant.
3. Posting of vacancies shall include the title of the vacant position and the deadline for submitting a letter to request a transfer to this vacancy.
4. Postings shall be placed on the Noblesville Schools' website, the administrative offices, and in school buildings at least 10 days prior to the deadline for filing an application.

B. Voluntary Transfers

For the purposes of this section, a ***transfer***, voluntary or involuntary, shall be defined as the movement of a teacher to another building within the district. An ***assignment*** shall be defined as the specific grade level(s) and/or subject area within the building that is specified to be that teacher's job/position, etc.

1. Teachers who desire a transfer must either:
 - (a) Respond to a posted vacancy for which he/she is interested within the ten (10) day posting period by submitting in writing or email a statement of such desire to the contact person on the posting as well as the Superintendent or designee, or
 - (b) Place on file with the Superintendent or designee a standing written request submitted in writing or by email a request for transfer specifying school(s) to which the teacher would consider being transferred.
2. The teacher shall provide a copy of his/her request to transfer with the principal of his/her school at the same time the request is filed with the Superintendent or designee.
3. Teachers who have requested a transfer shall receive notice in writing or by email from the Human Resource Department or his/her designee as to the receipt of the request.
4. All requests for transfer to a specific school or in response to a posted vacancy shall be considered before a newly hired teacher is assigned to that position.

5. Teachers who have requested transfers shall be notified in writing or by email by the Superintendent or his/her designee of the disposition of the request including the reason(s) for not granting the transfer if denied.
6. Any teacher whose transfer request is denied will receive consideration for future vacancies only after filing another request.
7. All requests for change of assignment within a school will be handled by the building principal, subject to review by the Superintendent or his/her designee.

C. Involuntary Transfers/Reassignments

1. The Board reserves the right to transfer, assign, and reassign teachers when it determines the action to be in the best interest of Noblesville Schools:
 - (a) The Association President will be notified of the need for the pending transfers of teachers in the bargaining unit, and discussion will be held, if requested, by the Association President.
 - (b) All involuntary transfers/assignments within or outside of a school will be preceded by a consultation with the teachers affected.
 - (c) If possible, any involuntary transfer will be resolved with a voluntary transfer or reassignment.
2. In the event of a need for an involuntary transfer, the following criteria shall be considered:
 - (a) Licensure from the Indiana Department of Education Division of Professional Standards.
 - (b) Successful teaching performance in the same or similar position. Performance shall be determined by objective standards (ratings) as found on the teacher's most recent evaluation. The administration shall use overall ratings (not decimals), e.g. "highly effective", "effective", "needs improvement", or "ineffective" to determine who shall be involuntarily transferred. Whenever possible, a teacher who received a lower rating on his/her last formal evaluation shall be transferred before teachers receiving higher ratings. If the question of whom will be transferred comes down to two teachers and they have equal ratings on their most recent evaluations, the Administration will transfer the teacher who has a lower rating on the next most recent evaluation and so on until the lower rated teacher is determined or until one teacher no longer has a previous evaluation to review. In the latter case, the teacher who no longer has an evaluation to review will be transferred. If both teachers remain equally rated and

neither one has another evaluation to review, the Administration will then consider instructional leadership, academic needs of students, the needs of the school corporation, and Performance Improvement Plans (PIP).

(c) Types of teaching experience in Noblesville Schools and in other school districts.

3. If a teacher who is qualified under all of the factors listed above ~~is~~ is designated for involuntary transfer and is certified for more than one (1) vacancy available, he/she will receive consideration for placement in each available position.
4. If possible, no teacher shall be involuntarily transferred to a different position more than once every two school years.
5. When it becomes necessary for a teacher to be involuntarily transferred, the teacher who is transferred will be given priority consideration to return to his/her most recent assignment if such assignment becomes available if and the teacher has made a written request to the Superintendent or his/her designee and the building principal requesting to return to his/her prior assignment.

D. Transfer of Program to Another Site

1. In the event that a program or grade level is transferred to another site, teachers assigned to that program at the time that the transfer takes place shall be transferred to the other site, if the same number of positions are available within the grade level(s) or program at the new site.
2. In special circumstances that may involve the movement of twenty- five per cent or more of a building's faculty or grade level, a committee of teachers (proportionate to Forum membership) who will be affected by the move and three administrators may collaboratively agree on a transfer procedure.
3. In application of this Section, a transfer of a program shall be defined as movement of an entire grade level or group of grade levels to another site within Noblesville Schools. Examples might include Early Childhood, FIATS, and Mosaics.
4. Individual teachers who are assigned to the program being transferred and who prefer not to move to the other site shall have the option to seek voluntary transfer to another grade level or position in which the teacher is certified. (Transfers based on a change of program site shall be subject to the voluntary transfer provision in this section.)

Section VI

SUMMER SCHOOL

- A. All openings for summer school teachers shall be posted in each school building no later than May 1. Postings will indicate the due date for application, not to exceed 45 days from the date of the posting. Teachers appointed to summer school positions shall be notified following the May Board meeting. Additional openings may become available based on enrollment after the May Board meeting.
- B. Teachers who teach summer school shall be paid during the summer session on the same pay dates as teachers who receive twenty-six (26) pays. However, at least two (2) weeks of summer school must elapse before the first summer school paycheck will be issued.
- C. Summer school teachers shall have two (2) hours prior to the summer school session of paid preparation time for each summer school class taught.
- D. Positions in summer school shall be filled first by teachers regularly employed in the school corporation during the normal school year and who possess a regular teaching certificate.

Section VII

REDUCTIONS IN FORCE

- A. As the school employer, the Board shall have the responsibility and authority to manage and direct the operations and activities of Noblesville Schools to the full extent authorized by law. This responsibility and authority includes:
 - (1) Directing the work of its employees;
 - (2) Establishing policy;
 - (3) Hiring, promoting, transferring, assigning, reducing, and retaining employees;
 - (4) Suspending or discharging employees in accordance with applicable law;
 - (5) Maintaining the efficiency of school operations; and
 - (6) Relieving employees from all or part of their duties because of lack of work, changes in the number of students served, changes in curriculum or course offerings, reduction in revenue, or other legitimate reason.
- B. If it is necessary to implement a Reduction in Force (RIF), the School Board Policy (#3131) will be followed. Board policies can be found on the district website under School Board.

Section VIII

SUBSTITUTE TEACHERS

- 1. It shall be the responsibility of the administration or designee to contact substitutes when a teacher must be absent. A substitute will be made available for an absent teacher whenever possible.

2. If a substitute teacher is not available, a teacher may be assigned to cover a class or portion of a class other than his /her own up to four (4) times per year. Volunteers will be accepted first; a teacher may volunteer for such an assignment as often as he/she wishes.

Section IX

PAYROLL

At the teacher's request, an optional payroll deduction may be made for hospitalization insurance from the company selected by the Board of School Trustees. Optional payroll deductions may also be made, at the teacher's request, for items and services provided through the school district such as income protection, tax sheltered annuity, personal accident expense, long-term care, cancer insurance and credit union.

1. All teachers shall be paid through electronic direct deposit.
2. Teachers shall have the option of contributing, by payroll deduction, a percentage greater than the corporation-paid three (3%) of their salary to the Indiana State Teachers Retirement Fund, per ISTRF regulations.

Section X

INSURANCE COMMITTEE

1. A committee of three (3) teachers appointed by the Forum president and three (3) administrators appointed by the Superintendent will meet to determine insurance benefits provided.
2. The Insurance Committee, as defined in the paragraph above, is required to continue meeting for the purpose of finding ways to reduce insurance costs, either through changing coverage, access to services, or administration of benefits.

Section XI

CONCERN OR COMPLAINT PROCEDURE

- A. A teacher or teachers and/or the association who have a concern or complaint regarding a situation within the school building or district shall follow the procedure below. However, there shall be no stoppage or suspension of work because of the concern or complaint. At each step of the process, the timeline starts over.
- B. Step One
 1. Within ten (10) working days of the time the employee(s) knew or should have known of the act or condition upon which the concern or complaint is based, the

employee(s) should schedule a conference with the building administrator to discuss the concern and resolve it, if appropriate. A representative from the Forum may accompany the staff member to the conference.

2. If the staff member or the association believes that the concern is not resolved, s/he must submit a written and signed "statement of concern or complaint" to the building administrator and to the Assistant Superintendent for Human Resources.

C. Step Two

1. The Assistant Superintendent, building administrator, and the employee shall meet to discuss the concern or complaint within a reasonable time. A representative from the Forum may accompany the staff member to the conference.
2. The Assistant Superintendent or building administrator shall respond to the concern or complaint, in writing, within five (5) working days after the aforementioned meeting. If a concern or complaint is an issue with teachers from more than one (1) building, Step One may be bypassed. In such cases, the teachers should schedule an appointment with the Assistant Superintendent to discuss the concern or complaint. Group concerns or complaints shall be filed within ten (10) working days of when the employees knew or should have known of the act or condition upon which the concern or complaint is based. The concerned staff members shall have the option to submit the concern or complaint in writing, but the names of the each staff member shall be listed on the complaint form to affirm his/her concern. Concerns involving more than one building may be addressed through a group meeting with all staff members in attendance.

D. Step Three

1. If a satisfactory disposition of the concern or complaint is not made as a result of the meeting provided for in Step Two, the concerned staff members should request a meeting with the Superintendent. A representative from the Forum may accompany the staff member to the conference.
2. The Superintendent may invite the Assistant Superintendent and building administrator to attend the meeting.
3. All parties will discuss the concern and seek to resolve the issue. The decision of the Superintendent shall be final.

Section XII

GRIEVANCE PROCEDURE

A teacher or teachers and/or the association who alleges a violation of a specific article or section of the negotiated teacher Contract Agreement may file a grievance. The grievance procedure shall be identical to the Complaint Procedure described in Section XI; however, if the complaint is not resolved through the steps outlined in the Complaint Procedure, the teacher shall have the opportunity to appeal to the Board within ten (10) working days after meeting with the Superintendent. The Board shall hear the grievance within thirty (30) days. The grievant and administration will each have an opportunity to present information to the Board on the grievance. The Board shall render a decision within ten (10) days of hearing the grievance. The Board's decision shall be final and binding on all parties.

The proceedings and determination as a result of the concern/complaint and grievance procedures shall not become a part of the personnel file of the applicant. No reprisal shall be taken against any participant in the complaint/concern procedure by reason of such participation.

Section XIII

FORUM RIGHTS

- A. The Forum shall be permitted to use the facilities of the interschool mail system provided, however, that such use shall not interfere with normal school operations.
- B. With prior permission of the building principal, the Forum may hold a meeting of teachers, immediately following the completion of the teachers' workday, provided such meetings do not conflict with previously scheduled staff meetings or with the normal operation of the school.
- C. The Forum may, upon request made to the building principal, use any school building for an evening or weekend meeting on the same basis as any other organization, with payment for use of the building being based on the established rental fee schedule.
- D. The Forum shall have the use of one bulletin board and other reasonable space in the teacher lounge or workroom of each school building for the posting of Forum notices and communications from the Indiana State Teachers Association and the National Education Association.
- E. Building principals may allow designated Forum members to use building supplies for Forum purposes if such use will not interfere with the efficient provision of services to students.

- F. A teacher who is a member of the Forum has the right to the presence of a Forum representative at any conference with a department chairperson or any administrator if the teacher has reason to believe that the conference may result in an unsatisfactory evaluation, reprimand filed in the teacher's personnel file, or other disciplinary action.

- G. Upon request, a teacher shall be given access to the contents of the teacher's personnel file, including evaluations, and may also receive a copy of the contents of the file. The teacher's "personnel file" is defined as the file containing information about the teacher and stored in the central office. A teacher shall have the right to see any letter of reprimand and shall acknowledge the teacher's review of the letter by signing and dating the letter prior to its being placed in the personnel file. The teacher's signature indicates that the teacher has read the letter but does not necessarily indicate agreement with its contents. A teacher may attach a response to any material in the file which the teacher believes is of derogatory nature.

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