# North Judson-San Pierre School Corporation Certified Staff Handbook 2019-2021

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# NORTH JUDSON-SAN PIERRE SCHOOL CORPORATION

# "PREPARING TODAY'S YOUTH FOR TOMORROW'S OPPORTUNITIES"

The North Judson-San Pierre School Corporation shall comply with all federal guidelines prohibiting discrimination and with all requirements and administrative guidelines of the U.S. Department of Education.

The North Judson-San Pierre School Corporation is an equal employment opportunity employer and does not engage in discrimination based upon race, color, religion, national origin, creed or ancestry, age, gender, marital status, or disability shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which North Judson-San Pierre Board of School Trustees is responsible or for which it received financial assistance from the U.S. Department of Education.

# PERSONAL BACKGROUND CHECK

To protect students and staff members, the School Board requires an inquiry into the personal background of each applicant the Superintendent recommends for employment as a certified staff member. This background check MUST be conducted <u>PRIOR</u> to any work performed by the employee. The Superintendent shall establish the necessary procedures for obtaining the background information, which shall include the following:

- A. Local, State, and National Criminal History Records Check
- B. Sex-offender registry check
- C. Telephone inquiry with each former employer
- D. Explanations of any employment gaps to ensure the candidate has not omitted an employer where an offense occurred

The employee is responsible for any and all fees and charges incurred with the initial background check. NJ-SP School Corporation will pay for the required background checks after 5 years.

### **TEACHER RIGHTS**

- Teachers have the right to examine all material in their personnel files with the exception of pre-employment materials; the right to submit letters explaining negative materials and evaluations; and, upon request, the right to copies of these materials.
- No personnel action shall be taken against a teacher without the teacher being notified of the complaint or charge. The accuser shall bear the burden of proof. No documentation shall be placed in a personnel file unless the teacher is notified in writing and has a chance to respond in writing.
- The administration shall not utilize reprimands, written warnings, directives or other actions of a disciplinary nature that are more than five (5) years old in order to terminate employment, provided that the cause for such disciplinary action has not been repeated within that time period.
- 4. The administration shall provide to each new teacher to the North Judson/San Pierre School Corporation an electronic copy of the bargained contract between the Board of School Trustees of the North Judson-San Pierre School Corporation and the North Judson-San Pierre Classroom Teachers Association. Paper copies will be furnished upon request.
- 5. A teacher shall have the right to twenty-four (24) hours' notice when a conference is scheduled for issuing a statement of position jeopardy or to inform a teacher of a recommendation to non-renew his contract. Before such a conference, the teacher will be informed that an Association representative may be present.
- 6. Upon ratification of a newly bargained contract, all teachers in the North Judson-San Pierre School Corporation shall be given an electronic copy of the bargained contract between the Board of School Trustees of the North Judson-San Pierre School Corporation and the North Judson-San Pierre Classroom Teachers Association. The Board shall distribute the newly ratified contract within one month of the signing of the contract.

# SCHOOL BOARD/ADMINISTRATION RIGHTS

The Board has the responsibility and authority to manage and direct the operations and activities of the school corporation, including, but not limited to the following:

- 1. Direct the work of the school teachers;
- 2. To establish policy;
- 3. Hire, promote, demote, transfer, assign, and retain teachers;
- Suspend or discharge teachers in accordance with applicable law and the provisions of this Agreement;
- Maintain the efficiency of school operations;
- Relieve teachers from duties because of lack of work or other legitimate reasons through procedures established in law and in accordance with the provisions of this Agreement; and
- 7. Take actions necessary to carry out the mission of the public schools.

# NJSP ASSOCIATION RIGHTS

- 1. North Judson-San Pierre School Corporation will give association representatives access to teacher email, mailboxes, and bulletin board space.
- 2. Association representatives will be allowed to meet with teaching staff on the first staff meeting of the school year.
- Association representatives will be allowed to meet with new teachers during New Teacher Orientation sessions.

# **TEACHING CONDITIONS**

# A. Teaching Year

The teaching year shall consist of one hundred and eighty-three and one-half (183.5) days. One hundred eighty (180) of which shall be student days, 2.5 shall be teacher workdays, and 1 shall be professional development day. Teacher workdays shall be free of professional development activities. If a regular student day cannot be conducted through no fault of the teacher and that day is subsequently waived by the Indiana State Department of Education, teachers will not be required to make up that day

# B. Teaching Day

- The regular teaching day is 7:35 to 2:40. It is the expectation that teachers
  establish times that they are available to students and/or parents before, after, or
  during the school day.
- 2. Preparation time is scheduled in each teacher's day. This is duty free except in the case of an extreme situation.
- All teachers are subject to equitable supervision duties as assigned by the building principal.

# C. Lunch Period

The Board shall provide each teacher with a thirty (30) minute duty-free lunch period between the hours of 10:00 a.m. and 2:00 p.m. during each school day. This time shall be in addition to any preparation time.

# D. Leaving School Premises

Teachers shall be free to leave the school premises during their lunch periods. Permission to leave the building during preparation time must be secured from the Principal.

#### E. Policies and Procedures

Teachers must follow policies and procedures as determined by the board and Implemented by administration.

# **VACANCIES, ASSIGNMENTS, AND TRANSFERS**

- The Intent to Return form is included in the Appendices of the Teacher's Contract. The form is due to Central Office by the Friday before Spring Break of each school year.
- 2. All vacancies in present positions or newly created positions occurring during the school year shall be posted for a minimum of five (5) work days in the offices of all buildings and on the school corporation website. These notices shall include the job description, the effective date of vacancy, the kind of license necessary, and the information concerning the securing and the deadline for filing of the application.
- 3. Any qualified employee may apply for the positions. All applicants shall be given due consideration if licensed in the content area of posted position.
- 4. Positions occurring during the summer shall be posted for a minimum of five (5) workdays (days corporation full-time employees are scheduled to work) on the school corporation website. It is the employee's responsibility to monitor vacancies through the website or by calling central office.
- 5. Employees who desire a change in grade and/or subject assignment, or who desire to transfer to another building, shall file a written statement of such desire with the building principal.
- 6. No assignment of new employees to a specific position in the school system shall be made until action on all pending requests for transfer to that position has been taken.
- 7. Employees who have requested transfer shall be notified in writing of the administration's action on said transfer.
- 8. In deciding the voluntary reassignment and/or transfer of an employee, the Principal shall consider, in no particular order of priority, certification, evaluation, seniority, and experience, and best interests of the school.
- When involuntary transfers are necessary, all volunteers may be transferred first, after which transfers will be made based on, in no particular order of priority, certification, evaluation, seniority, experience, and best interests of the school.
- 10. Summer School Teaching Vacancies defined as remediation, regular summer courses, and Gifted and Talented classes shall be posted in each building. Assignments will be made based on certification, seniority, experience, and best interests of the school.
- 11. Driver's Education assignments will be based on certification and experience.
- 12. When the Board creates new extracurricular activity positions, discussion will take place with the Association regarding job description and other conditions of the assignment. Salary will be negotiated with the Association after duties have been established.
- 13. Openings in ECA positions shall be offered to qualified certified staff before they are offered to non-certified applicants. All positions held by non-certified employees shall be posted annually.

# REDUCTION IN FORCE

In the event of conditions necessitating a reduction in the number of teachers employed by the Board, the following procedure shall be followed:

- A. Dismissal of a teacher due to RIF will be determined and based upon the following criteria:
  - 1. Certification:
  - 2. Evaluation
  - 3. Best interests of the school
  - 4. Experience
  - Seniority in the North Judson-San Pierre School Corporation.
- B. The Superintendent shall notify all teachers of all positions being considered for reduction in force by MAY 1<sup>st</sup> of the year when the reduction in force is being considered.
- C. A teacher on leave of absence shall be eligible for dismissal due to RIF, according to terms and conditions as specified in Section A.
- D. Teachers dismissed due to reduction in force will be placed on a recall list for two (2) years after which they will have no recall rights. Recall shall be based on the criteria listed in Section A.
- E. Teachers on the recall list will be offered employment in the reverse order of their dismissal, provided, in all cases, the teacher recalled is qualified and certified for the particular position. Teachers on the recall list will be placed prior to posting outside of the school corporation.
- F. It shall be the duty and responsibility of teachers on the recall list to inform the Superintendent's Office in writing of change of address and phone where they can be contacted. If there is a temporary change in phone number and/or address, the superintendent's office shall be notified. If the teacher is unable to give an address or phone number, the superintendent's office shall be given a contact person's phone number and address.
  - The appropriate teacher shall be notified by certified mail of vacancy(ies) for which he/she qualifies.

- Failure of the teacher to accept the offer or contact the Superintendent's Office within ten (10) days of the certified postmark date shall result in removal of his/her name from the recall list.
- 3. Notwithstanding the above, the ten (10) day period shall not apply to vacancies occurring after August 1.
- After August 1, the teachers shall have twenty-four (24) hours within which to respond to notification by mail or phone of their recall. Failure to do so shall result in removal of their name from the recall list.
- The Superintendent shall verify to the Association that a reasonable effort has been made to contact any of said teachers.

# PROFESSIONAL APPEARANCE

The School Board believes that professional staff members set an example in dress and grooming for their students to follow. A professional staff member who understands this precept and adheres to it enlarges the importance of his/her task, presents an image of dignity, and encourages respect for authority. These factors act in a positive manner towards the maintenance of discipline.

The Board retains the authority (**Board Policy 3216**) to specify the following dress and grooming guidelines for staff that will prevent such matters from having an adverse impact on the educational process. All professional staff members shall, when assigned to Corporation duty:

- A. be physically clean, neat, and well groomed;
- B. dress in a manner consistent with their professional responsibilities;
- dress in a manner that communicates to students a pride in personal appearance;

Board Policy includes the following two guidelines, if applicable, to specific positions:

- D. dress in a manner that does not cause damage to Corporation property;
- E. be groomed in such a way that their hairstyle or dress does not disrupt the

educational process nor cause a health or safety hazard.

# **ABSENCE REPORTING**

Attendance is a key component in the operation of any school system. Teachers requiring a substitute must enter the absence on AESOP. Those not requiring a substitute must complete a white leave form signed by the building principal. A Professional Development Leave Form must be signed by the principal and submitted to Central Office in order to be reimbursed for expenses.

# SICK LEAVE BANK

The Board will establish a sick leave bank for the voluntary participation of all teachers in the School Corporation. An Association Committee of five (5) teachers selected each school year by the Association will administer the Bank. The sick leave bank will be governed as follows:

If a teacher exhausts accumulated sick leave and personal days, the teacher
or a person authorized to act on the teacher's behalf will inform the
Association Committee in writing of his/her desire to use the bank.

- A teacher who has exhausted his/her sick leave days and has contributed at least two (2) days, and has one (1) unpaid sick day may draw from the sick leave bank. The sick leave bank shall not be used to extend the 90-day elimination period for Long Term Disability.
- Each time a teacher wishes to reuse the sick leave bank at any time during the school year, he/she must re-apply to the Association committee and follow the above stated procedures. A doctor's verification must accompany each application.
- Before returning to work, a teacher must submit a letter to the Superintendent from his/her physician stating that he/she is capable of assuming the assigned teaching position.
- Any days remaining in the sick leave bank shall be held in reserve for future needs.
- 6. All new teachers shall be asked to donate days to the sick leave bank by October 1. For all teachers, additional requests for days to be donated to the sick leave bank shall be made by the Association on the first (1st) Monday of each May, and when the accumulated days in the sick leave bank have diminished to twenty-five (25).
- The Association shall receive a written accounting of the days donated, used, and the number of remaining days in the sick leave bank at the close of each school year.

#### **GRADE REPORTING**

Parent communication and student feedback is crucial to the academic success of students. It is the expectation that grades are communicated through posting on PowerSchool every payday. Quarter and semester grades must be posted per schedules determined by administration.

#### **ACCIDENT/INCIDENT REPORTING**

Any accident/incident/injury incurred by any school employee or school visitor within any building or school vehicle, or on any school property **MUST** be reported in writing to the Central Office within the next school day after the occurrence. A short description of the event must be noted on the form designated by the Superintendent for such purposes, and the employee must sign the form.

Employees are to report anything that they notice that may cause an injury or be of a hazard to anyone who came in contact with the item or area of concern to their Building Principal.

# **TECHNOLOGY PRIVACY**

All staff will be required to read, sign and adhere to an Acceptable Use Policy.

# STUDENT SUPERVISION

Students must be supervised at all times per School Board Policy 3213.

# CHILD ABUSE/NEGLECT

Any person who has a reason to believe a child is a victim of abuse or neglect has a duty to make a report to the Department of Child Services (DCS) or the police. If you hear about or see child abuse/neglect you must report it immediately. Indiana Code § 31-33-5-1. If you suspect a child is being abused or neglected call Indiana's Child Abuse and Neglect Hotline at 1-800-800-5556 or local law enforcement. The police and/or DCS are the appropriate authorities to investigate these matters.

A form is included in the Appendices to use for reporting purposes.

# SCHOOL BOARD BYLAWS AND POLICIES

School Board Bylaws and Policies, along with Administrative Guidelines (Section 3000- Professional Staff) are found under the Bylaws and Policies of the North Judson-San Pierre School Corporation at <a href="https://www.njsp.k12.in.us">www.njsp.k12.in.us</a>

#### **TEACHER EVALUATION**

# **Teacher Evaluation**

**Annual Process:** The teacher evaluation process consists of a minimum of 2 observations per year. The teacher submits pre-observation information as requested by the Principal. A post conference is held between the teacher after the long observation. The evaluator will schedule this conference. The evaluation process and timeline follows the recommendations of the original RISE Evaluation System.

**Teacher Leadership:** The components of Domain IV are not always observable. Evaluaiton software allows teachers to upload evidence and artifacts to support proficiency in each indicator. This form is reviewed during mid-year conferences and at the end-of-the-year conference, if applicable.