TEACHER HANDBOOK

2026 - 2027

Dr. Patrick Spray
Superintendent

Perry Township Schools
6548 Orinoco Avenue
Indianapolis, IN 46227

This booklet is not to be construed as a contract of employment

Table of Contents

EMPLOYMENT 5
TEACHER EMPLOYMENT 5
MISSION, VISION, AND VALUES 5
NON-DISCRIMINATION, ANTI-HARASSMENT AND ANTI-BULLYING 5
OUTSIDE ACTIVITIES OF TEACHERS 6
ASSOCIATION RIGHTS AND RESPONSIBILITIES 7
TEACHING DAYS AND HOURS 8
EMPLOYMENT STATUS AND RECORDS 8
MANDATORY PAYROLL FORMS 8
PAYROLL DEDUCTIONS 8
DIPLOMA, LICENSURE, AND CERTIFICATION VERIFICATION 9
RESIGNATION/TERMINATION 9
EMPLOYEE REFERENCE POLICY 9
UNEMPLOYMENT COMPENSATION 10
WORKING ENVIRONMENT 10
TIME RECORDS 10
CONFLICT OF INTEREST, COPYRIGHT, AND NEPOTISM 10
ETHICS 11
SAFETY 11
USE OF EQUIPMENT AND VEHICLES 12
IDENTIFICATION BADGE 12
COMMUNICABLE DISEASE AND WORK STATUS 12
TOBACCO USE 13
WORKERS' COMPENSATION 13
RETURN TO WORK POLICY: 14
MANDATORY TRAINING EXPECTATIONS 16
EXTENDED NON-CONTRACTUAL DAYS 16
ASSESSMENT OF BARGAINING UNIT MEMBERS 17
DUE PROCESS 17
REDUCTION IN FORCE 20
REASSIGNMENT, VACANCY, AND TRANSFER 20
SUMMER SCHOOL/INTERSESSION HIRING GUIDELINES 21
REQUEST FOR CHANGE IN TEACHING LOAD 21

SALARY AND EVALUATION 21
EMPLOYEE CONDUCT AND WORK RULES 22
RULES OF CONDUCT 22
ATTENDANCE/TARDINESS POLICY 23
DEFINITIONS: 23
NOTIFICATION GUIDELINES: 23
CIVILITY AND DECORUM 24
REQUIRED REPORTING 24
RESPONSIBLE USE OF SOCIAL MEDIA 25
USE OF COMMUNICATION SYSTEMS 27
INVESTIGATIONS 27
DRUG-FREE WORKPLACE 28
REASONABLE SUSPICION TESTING 28
STAFF DRESS AND GROOMING 28
WORKPLACE VIOLENCE 29
EMPLOYEE BENEFITS 30
HEALTH, DENTAL, AND VISION INSURANCE ELIGIBILITY AND EFFECTIVE DATES 30
BEREAVE 30
DENTAL INSURANCE 31
DISABILITY INSURANCE 31
EMPLOYEE ASSISTANCE PROGRAM (EAP) 31
HEALTH INSURANCE 31
HEALTH SAVINGS ACCOUNT (HSA) 31
INDIANA PUBLIC RETIREMENT SYSTEM (INPRS) 31
MASTER'S DEGREE SUPPLEMENTAL PAY 32
TERM LIFE INSURANCE 32
VISION INSURANCE 32
VOLUNTARY BENEFITS: 33
DEPENDENT CARE ACCOUNT (DCA) 33
FLEXIBLE SPENDING ACCOUNT (FSA) 33
PERRY TOWNSHIP EDUCATION FOUNDATION (PTEF) 33
SHORT-TERM DISABILITY (STD) 33
SUPPLEMENTAL INSURANCE POLICIES 33
SUPPLEMENTAL LIFE INSURANCE (EMPLOYEE, SPOUSE, CHILDREN) 33

TAX-DEFERRED ANNUITIES 33
TIME OFF 34
TIME OFF GUIDELINES 34
COURT DUTY 34
EMERGENCY CONDITIONS 34
SICK DAYS 34
FAMILY ILLNESS DAYS 35
PERSONAL DAYS 35
LEAVES OF ABSENCE 36
LEAVE REQUEST GUIDELINES 36
BEREAVEMENT LEAVE 36
MILITARY LEAVE 38
PREGNANCY LEAVE 38
MATERNITY LEAVE AND MATERNITY BENEFITS 39
PATERNITY LEAVE AND PATERNITY BENEFIT 40
ADOPTION/FOSTER PARENTAL LEAVE AND ADOPTION/FOSTER PARENTAL BENEFIT 40
FAMILY AND MEDICAL LEAVE 41
MILITARY FAMILY LEAVE ENTITLEMENT 48
UNPAID LEAVE 52
MOONLIGHTING 53
RETIREMENT 53
RETIREMENT OVERVIEW 53
401(a) PLAN 56
403(b) and 457(b) PLANS 56
HRA PLAN 56
LEAVE REQUEST FORM 59
ASSOCIATION LEAVE REQUEST * 60
PERRY TOWNSHIP SCHOOLS ASSISTANCE PLAN 61
PERRY TOWNSHIP SCHOOLS REMEDIATION PLAN 63
CORRECTIVE ACTION PLAN 65
2026-2027 PAYROLL CALENDAR ..... >> 67
PROCEDURES FOR THE EVALUATION OF NON-ADMINISTRATIVE CERTIFIED PERSONNEL 68
Glossary 83

EMPLOYMENT

TEACHER EMPLOYMENT

Perry Township Schools (the "District") recognizes that it is vital to the successful operation of the District that positions created by the District be filled with highly qualified and competent teachers. The District shall approve the employment, assign the compensation and establish the term of employment for each teacher employed by the District. This handbook applies to all district teachers.

The District complies with all applicable federal laws including but not limited to: Title VII of the Civil Rights Act of 1964, as amended, Title IX of the Civil Rights Law passed as part of the Education Amendment of 1972, the Fair Labor Standards Act of 1938, the Occupational Safety and Health Act of 1970, American with Disabilities Act of 1990, as amended, the Family and Medical Leave Act of 1993, as amended, the Health Insurance Portability and Accountability Act of 1996, and the I-9 Immigration Reform and Control Act of 1986, the Equal Pay Act, the Pregnant Workers Fairness Act (PWFA) and Providing Urgent Maternal Protections (PUMP) for Nursing Mothers. Since the information, policies, and benefits described in the employee handbook are subject to change, employees need to acknowledge revisions to the handbook that may occur. All such changes will be communicated through official notices, and employees need to understand that such revisions may supersede, modify, or eliminate existing policies. Only the Superintendent has the authority to revise policies in the handbook.

The contract between the District and a teacher shall be as required by law and consistent throughout the District.

The Superintendent or designee is authorized to prepare administrative guidelines for recruiting and selecting all teachers.

This handbook is not a contract for employment nor a legal document. Employees need to understand it is their responsibility to read and comply with the policies contained in the handbook. Annual acknowledgement forms will be sent to ensure staff understand this provision.

MISSION, VISION, AND VALUES

The Mission of Perry Township Schools is to provide enriching educational opportunities that honor differences, empower strengths and ignite a passion for lifelong learning, enabling ALL students to achieve at high levels.

The Vision of Perry Township Schools is that ALL students will be empowered to grow academically, socially, and behaviorally.

The Core Values of Perry Township Schools are Integrity, Equity, High Expectations, Inclusivity, Relationships, Respect, and Continuous Learning.

NON-DISCRIMINATION, ANTI-HARASSMENT AND ANTI-BULLYING

The District does not discriminate based on a protected class, including but not limited to sex, race, color, religion, national origin, ancestry, age, sexual orientation, gender identity, disability, or genetic information in the programs or activities in which it operates or the employment therein. The District strictly adheres to all non-discrimination and anti-

harassment laws and does not tolerate acts of harassment or bullying. The HR Department monitors and ensures compliance with non-discrimination, anti-harassment, and anti-bullying processes involving staff members.
If a teacher believes they have been discriminated against, they should notify their supervisor or the HR Department. Teachers should give thought to the following:

- The exact nature of the complaint, how they may have been discriminated against, and any persons they believe may be responsible
- The date, time, and place of the event
- The witnesses or persons who know the complaint
- Any available documentation or evidence that is relevant to the complaint
- The action that could be taken to resolve the complaint

Teachers who feel harassed, bullied, or discriminated against should contact HR, which will review their concerns. A Complaint Form for staff is available on the district website. Employees with complaints should voice their concerns promptly so the District can address the situation as quickly as possible.

If an employee files a complaint in good faith, that employee will not be adversely affected in terms or conditions of employment and will not be retaliated against because of filing the complaint. In addition, we will not tolerate retaliation against any employee who, in good faith cooperates in the investigation of a complaint. Anyone who engages in or encourages such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

OUTSIDE ACTIVITIES OF TEACHERS

Teachers should avoid situations where their interests, activities, and associations conflict with the District's interests. If such conditions threaten a teacher's effectiveness within the District, the Superintendent or designee and/or District shall evaluate the impact of such interest, activity, or association upon the teacher's responsibilities.

Teachers may not dedicate work time to an outside interest or activity during scheduled work hours. All books, materials, devices, or products resulting from a teacher's paid work time and/or prescribed duties shall remain the District's property. The District shall retain all rights and privileges about the ownership thereof.

Teachers may not use District property or District time to solicit or accept customers for private enterprises.

Teachers may not engage in business transactions on behalf of private enterprises in which s/he may profit by their official position or authority or benefit financially from confidential information that the teacher has obtained or may obtain because of their position or authority.

Teachers may not campaign on District property during working hours on behalf of any political issue or candidate for local, state, or national office. The constitutional right to express political and other opinions as citizens is reserved for all teachers. When commenting on social media, teachers should emphasize that their views do not represent the District's views and that they are not speaking on behalf of the District.

Teachers should refrain from expressions that disrupt the efficient operation of the District and /or interfere with the maintenance of discipline by District officials.

ASSOCIATION RIGHTS AND RESPONSIBILITIES

Membership:

Per an agreement with the PEA, the District will no longer deduct membership dues.

Activities:

The Association will be provided time, space, tables, and chairs during the new teacher orientation day to meet with the new teachers for membership enrollment.

Association Release:

Association officers released to conduct Association business shall sign out of the building after making arrangements with the building principal or their designee for classroom coverage if needed.

A. The Hoosier School Benefit Trust representative will receive one (1) period each day to work on Association business.

B. A total of twenty-five (25) release days will be available for all additional association officers. Release days may be used in half-day or full-day increments.

Communications:

- The Association shall have reasonable bulletin board space in the faculty lounge for its exclusive use in each school. The Association's sponsorship shall appear on all materials posted by the Association.
- Association announcements may be made on the school's intercom with the building principal's approval or designee. The principal or designee will make these intercom announcements, and the building principal or designee will determine when the announcements will be made.
- The Association is permitted access to teachers' mailboxes to distribute printed material; the Association's sponsorship shall appear on all print materials distributed through teachers' mailboxes. The Association may access the District's electronic mail system, which the Association President or designees may use to transmit electronic mail to teachers' mailboxes.
- The Association shall be permitted to use the inter-school mail system, provided that the District shall have no obligation to make special arrangements, incur extra expenses, or devote time beyond that required for inter-school mailing normally and routinely instituted by the District

Building Use:

The Association shall use school buildings when arrangements for such use are made with the principal's prior approval. The Association will bear any additional costs beyond the building's normal operational expenses, such as custodial costs. No charge will be made for the Association's use of schoolrooms immediately before the beginning of the teacher day or immediately following the end of the teacher day.

Equipment Use:

The Association's officers and building representatives shall have reasonable access to and use of building equipment.

TEACHING DAYS AND HOURS

School Year:
The teaching contract year shall consist of one hundred eighty-three (183) days for all Perry Township Schools, as identified by the adopted calendar.

School Day:

- The regular school day's length is seven (7) hours and forty-five (45) minutes unless there is an identified situation that would require extended supervision of students or is extended due to professional responsibilities, as reasonably determined by the building principal.
- The teacher day may be adjusted according to a Superintendent's directive and/or School Board approval due to the make-up of required instructional days.
- According to statutory requirements, each teacher shall have one (1) thirty (30) minute duty-free period between 10:00 a.m. and 2:00 p.m. This time will be designated by the building principal and may be either the lunch or another designated period. Teachers may leave the building during the assigned duty-free period, as defined above, by signing out before departure and signing in upon return. The building principal is responsible for developing a simple, convenient procedure to ensure that the thirty (30) minute duty-free time is maintained.

Flexible Work Hours for Teachers:

Administration may initiate flexible work hours to meet students' instructional needs.

EMPLOYMENT STATUS AND RECORDS

MANDATORY PAYROLL FORMS

The employee must complete a W-4 form for federal and a WH-4 for state income taxes to receive pay. Employees shall submit the electronic documents before the first day of employment and update any information changes.

PAYROLL DEDUCTIONS

According to law, the District deducts the following from employee paychecks: Federal Withholding Tax, State Adjusted Gross Income Tax, Social Security and Medicare, County Option Tax according to law, and INPRS. The District requires all employees to participate in direct deposit.

If the eligible employee chooses to apply to participate in any of the below programs[1], the District will deduct designated amounts from an employee's paycheck:

1. Health Insurance
2. Dental Insurance
3. Vision Insurance
4. Flexible Spending Account (Limited Purpose, Medical and Dependent Care)
5. Group Term Life Insurance and Accidental Death and Dismemberment (no deduction)
6. Health Savings Account - with High Deductible Health Plan (HDHP) only
7. Tax-Deferred Annuity Program
8. TRF/PERF Employee Contributions
9. Voluntary Insurance Deductions (AFLAC, Supplemental Life, and Short-Term Disability)
10. Perry Township Education Foundation

DIPLOMA, LICENSURE, AND CERTIFICATION VERIFICATION

The District employs individuals who hold proper licensure, certification, or registration from the appropriate agency in positions that necessitate such requirements. The employee must maintain the license, certification, or registration and keep current if required. Failure to maintain appropriate licensure, certification, and/or registration may result in disciplinary action, including discharge from employment. Falsifying a degree or diploma on a resume or Application for Employment will result in disciplinary action, most likely resulting in dismissal from employment.

Effective July 1, 2025, Support Staff hired into a teaching position will be placed on the base salary schedule and will be eligible for a differentiated salary if they fill a designated "Hard to Fill" teaching position.

RESIGNATION/TERMINATION

Teachers are expected to provide a minimum of thirty (30) days' notice of intent to resign. If a teacher has a certified contract, the District will provide due process compliance with applicable law before terminating or discontinuing a teacher's contract. If a teacher does not fulfill the contract year, or is released from their contract, health, vision and dental insurance will continue until the end of the month of the last day worked as long as the employee premium is collected for continued coverage.

EMPLOYEE REFERENCE POLICY

Teachers and other supervisors may provide a reference for current or former employees if the supervisor has direct knowledge of the employee's work performance. HR will provide reference information that is verifiable from the personnel file. If an employee has separated from employment and the District receives a request for information from a prospective future employer, the HR Department will provide the employee's start and end dates, their most recent title, and their most recent salary. If the former employee submits a signed written release, additional information may

[1] This invitation to inquire allows eligible full-time employees an opportunity to inquire further about the insurance currently offered and is limited to a brief description of the loss for which benefits may be payable. The policies have exclusions, limitations, reduction of benefits, and terms under which the policy may be continued in force or discontinued. When a range of benefits levels is present, the insured will only receive the coverage written in the contract selected and issued. The policies contain waiting, elimination, probationary, and similar time periods before coverage begins and when benefits may be payable for losses. Certain losses are not covered if the cause of the loss is traceable to a condition existing prior to the coverage effective date. For costs and complete details of coverage, contact the HR department or the insurance company for a sample contract.

be provided if verifiable from the personnel file. It is expected that a reference be obtained from the current or last place worked to comply with Indiana school hiring practices. The Director of HR may and direct supervisor also provide additional information as required by law.

UNEMPLOYMENT COMPENSATION

Teachers are eligible for benefits under this statutory program, but only within specific restrictions. Information about this program can be reviewed at http://www.in.gov/dwd/2334.htm.

WORKING ENVIRONMENT

TIME RECORDS

The District must keep accurate records of each employee's time worked in full-day or half-day increments. Time and attendance records maintained by the teacher's supervisor must verify payment for personal, sick, FMLA, and any other types of leave. Teachers are expected to work their core work hours. Leaving work early or arriving late without following building procedures, or failing to report an absence in a timely manner, may be grounds for disciplinary action. Sick time should only be used when an employee or family member is ill. Supervisors may request additional information if they have questions regarding sick leave time. Falsifying a time record may result in discipline, including termination. Following Internal Control processes, failure to report personal use of District equipment or supplies may be grounds for immediate discharge.

CONFLICT OF INTEREST, COPYRIGHT, AND NEPOTISM

Conflict of Interest

A conflict of interest occurs when a teacher knowingly or intentionally benefits financially from a contract with the District or a purchase made by the District. Teachers shall not engage in nor have a financial interest in (directly or indirectly) any activity that conflicts or raises a reasonable question of conflict with their responsibilities to the District.

Any teacher with reason to believe that they may have a conflict of interest must disclose the potential conflict annually on an electronic form available from HR.

A teacher who fails to disclose a conflict of interest may be subject to disciplinary action.

Research and Publishing

Teachers are encouraged to contribute articles to professional publications and to engage in approved professional research. Staff are to abide by all copyright provisions. All books, materials, devices, or products which result from the paid work time and/or prescribed duties of staff members shall remain the property of the District.

Nepotism and Fraternization

Relatives of persons currently employed may be hired only if they are not working directly for or supervising a relative. A relative is a spouse, domestic partner, parents, grandparents, grandchildren, children, or siblings (half, in-law, and step

included). This policy may also apply to individuals who are not legally related but reside with or have an intimate or close personal relationship with another employee.

Family members are not allowed to have a supervisor-subordinate relationship and must notify Human Resources if they choose to date, engage in a romantic relationship, or have sexual relations. The District will transfer one or both employees so they no longer have a supervisor-subordinate relationship. Those in a managerial or supervisory role need to understand that personal relationships with employees who report to them may be perceived as favoritism, misuse of authority, or potentially sexual harassment. As a result, these types of relationships are unacceptable.

Relatives of persons currently employed may be hired if they will not be working directly for or supervising a relative. A relative is defined as a spouse, parent, grandparent, grandchild, child, or sibling (including in-laws and step-siblings). This policy may also apply to individuals who are not legally related but reside with or have an intimate or close personal relationship with another employee.

An employee with a family member in a supervisory role in the District must disclose the relationship to HR to ensure annual audit reporting requirements.

Employees who fail to disclose the relationship may be subject to disciplinary action.

ETHICS

- Employees are expected to perform their duties with integrity and high standards.
- Employees are expected to be appropriate role models for our students.
- Employees are expected to be honest.
- Employees are to avoid accepting anything of value that is offered by someone to influence their judgment.
- Employees are not allowed to work for another employer while being paid by the District during core work hours.

SAFETY

Maintaining a safe work environment is the shared responsibility of the District and all employees at all levels. The District will take all reasonable steps to ensure a safe environment and comply with federal, state, and local safety regulations.

The District does not allow firearm possession inside its buildings (except by law enforcement personnel acting in their official capacity).

The District has installed video cameras in designated areas of its facilities, on some vehicles, and throughout the grounds to enhance security in and around all District-owned properties.

All District-owned vehicles must be operated safely and responsibly, following local, state, and federal regulations to encourage drivers' and passengers' safety and minimize physical damage to the vehicles. All District vehicle drivers must possess a valid driver’s license from Indiana. If an employee who drives a District vehicle has more than four (4) points on their license or is charged with a serious traffic offense, the employee must report this immediately (not more than 48 hours) to the HR Department and Business Office, so the District’s liability carrier is notified. An unfavorable record will result in the loss of school-owned vehicle driving privileges and may lead to the potential termination of employment if driving is an essential job function.

If a teacher is required to drive a personal vehicle to perform job duties, the teacher must carry and maintain automobile liability and property damage coverage. A teacher's coverage is primary in the event of an accident. The District's policy will cover as long as the teacher drives for District business, but only after personal liability limits are exhausted. The District does not provide Comprehensive or Collision coverage for a teacher's vehicle in the event of an accident.

USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using District property, a teacher must exercise care and follow all operating instructions, safety standards, and guidelines.

Teachers must notify their supervisor or the facilities department of any equipment, machine, tool, or vehicle that appears to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs can prevent equipment deterioration and injury to employees or others. A teacher involved in an accident during work hours using work equipment may be required to take a fitness for duty exam. Employees are prohibited from using district-owned equipment or supplies for personal use without prior approval by a building principal or supervisor.

IDENTIFICATION BADGE

Wearing an ID badge is mandatory while working for the District. ID badges should be visible so all staff can be readily identified. The District will furnish an initial ID badge at its expense. If an employee loses an ID badge, they must report the loss immediately to the Perry Township Schools Police Department due to the safety risk of potential unauthorized building access. A lost or damaged badge will require an employee to pay for a new badge at the employee's expense. Employees who voluntarily or involuntarily terminate employment with the District must return their ID badge, keys, and computer no later than the last scheduled workday. The Perry Township Schools Police Department may be asked to assist in recovering equipment if the District property is not returned timely.

COMMUNICABLE DISEASE AND WORK STATUS

The District recognizes that an employee with a life-threatening, infectious, or communicable illness, such as cancer, heart disease, hepatitis, or AIDS, may wish to continue work to the extent the condition allows. Employees with actual or suspected infectious or contagious conditions may be referred to the school nurse or the HR department. If the nurse or HR suspects an infection or communicable illness, the employee will be advised to consult their physician. If an employee has a fever of 100.4 degrees or higher, they will be directed to leave the premises due to the potential spread of infection and will need to use sick time to receive payment for the remainder of the workday. An employee who has been off work for three or more consecutive days due to a personal illness must present a medical release to return to work. The employee is expected to contact HR, or if notified, HR will contact the employee to determine FML eligibility. The decision to allow the employee to continue work will be based on meeting usual performance standards and receiving satisfactory medical evidence that the employee does not present a risk to themselves or others.

TOBACCO USE

An employee cannot consume or use tobacco while on District property. Tobacco includes any form of smoked tobacco products (i.e., cigarettes, cigars, pipes, electronic cigarettes, or vaping), applied to the gums (i.e., dipping, chewing tobacco, or snuff), and/or inhaled.

WORKERS' COMPENSATION

The District provides workers' compensation insurance in accordance with Indiana's Workers' Compensation Act. Workers' compensation insurance provides limited benefits to eligible workers for work-related injuries or illnesses that require medical treatment. Employees who sustain work-related injuries or illnesses must inform their supervisor immediately, regardless of the apparent severity of the injury or illness. All injured employees must call Paradigm, our Workers' Compensation liaison, to verbally report an injury on the same day of the injury. The Paradigm phone number is 1-844-454-1143. Paradigm will triage all medical care and coordinate reporting to the HR Department. All injury-related questions should be directed to the HR department or the workcomp@perryschools.org email.

Reporting an injury no later than the end of the workday is critical for several reasons.

1) OSHA Compliance: The Occupational Safety and Health Administration (OSHA) has strict timelines for recording and reporting workplace injuries. Delayed reporting may lead to fines for the district.
2) Medical Accuracy: Immediate reporting ensures that the details of the incident are fresh and that the employee receives necessary medical evaluation before a condition worsens.
3) Insurance: Carriers often view delayed reports with skepticism. Reporting on the same day helps establish a clear link between the workplace incident and the injury, protecting the employee's access to benefits.
4) Hazard Review: Quick reporting allows the maintenance team to investigate the site and fix any hazards (like a spill or broken equipment) before someone else gets hurt.
5) Employee Liability: If a student injures an employee, it's important documentation is obtained immediately to ensure student incident reporting is up to date and current in case legal action is anticipated.

Therefore, an employee who fails to report an injury no later than the end of the workday on the date of the injury, may subject the employee to disciplinary action for not reporting timely and the employee risks the injury not being covered.

Benefits are generally available after a waiting period. The waiting period begins on the first day after the injury. Workers' compensation wages will not be available for the first seven (7) calendar days unless the disability continues for over twenty-one (21) days. Thus, the employee may use sick, personal, and/or vacation leave for the first seven (7) calendar days off due to a job-related injury. Vacation or personal leave will not be used unless instructed by the employee. If the employee does not have adequate leave to cover the seven (7) calendar days, the employee will have to be off work without pay. After seven calendar days, workers' compensation is paid at 66 2/3% of the employee's regular wage rate.

Employees who are injured at work must report to the designated provider for care and injury diagnosis. Failure to do so may result in the claim being unpaid.

In the event an employee is required to be absent due to an injury sustained as a result of an assault or battery which is determined to be compensable under workers' compensation law while the employee is appropriately discharging their duties, the employee shall receive the difference between the daily rate paid through worker's compensation and the employee's daily rate for a period up to the number of days in the employee's scheduled workdays for the school year and shall not be charged against the employee's sick leave. The District may require an independent medical or psychological examination at the District's expense if there is a question about the employee's condition. The HR

Department shall assist the employee in communicating with providers for workers' compensation. Employees must comply with the workers' compensation reporting and care provisions to be eligible for benefits.

As promptly as the nature of the assault or battery allows, the employee shall report to their supervisor all cases of assault or battery, whether injured or not, connected with their employment. The supervisor shall, in turn, promptly inform the HR department in writing of the report given to them or the building administrator.

Paradigm will work with the employee to direct the appropriate care level at a district-approved provider. Personal physicians are not allowed under Workers' Compensation, and generally, employees are required to seek medical care at the following clinic or where directed by Paradigm.

Concentra Urgent Care
853 N. Emerson Avenue Suite B
Greenwood, IN 46143
Phone: 317-886-0512
For injuries between 8 AM- 5 PM

For all injury-related questions, including after hours, always call Paradigm at 1-844-454-1143 for guidance. For more information on Indiana Workers' Compensation, please visit the link: https://www.in.gov/wcb/employees/who-is-eligible/

RETURN TO WORK POLICY:

The District has a Return-to-Work program to support any employee who is unable to perform their regular work duties due to job-related injury. The essential concepts of this program are outlined below:

Our District's goal is to provide meaningful work activity for support staff employees who temporarily cannot perform all or portions of their regular work assignments due to work-related injury or illness. Injured employees remain an active and vital part of the District by providing temporary, alternate, or modified duty work activity. Return to Work duties may be in the form of changed responsibilities within the scope of an employee's current position or other available alternate duties for which they may be qualified or through a reduced work-hours schedule.

If work is available that meets the limitations/restrictions set forth by the attending physician, the employee may be assigned transitional or modified duty work for a period of time not to exceed 180 days. Alternate and/or modified work or light duty is a temporary program, and an employee's eligibility for a temporary assignment will be based on medical documentation and continued recovery.

If an employee cannot return to their position due to restrictions, the District will determine if a position that meets the new position pay rate restrictions is available. However, if an employee cannot return to work after 180 days, the employee will be separated from service.

Worker's Compensation may run concurrently with FMLA.

Employee Procedures:

All work-related injuries should be reported immediately to the employee's supervisor and no later than the end of the shift in which the injury occurs. Every employee is responsible for calling Paradigm, the first step in reporting an injury.

Employees who fail to report an injury in a timely manner (no later than the end of the scheduled workday) may be subject to disciplinary action, as the District is required to meet the Indiana "First Report of Injury" requirements.

HR will receive a First Report of Injury/Illness report from Paradigm following the initial call made by the employee regarding their injury.

When Paradigm directs an injured employee to seek medical treatment, the employee should always communicate the treatment plan with their supervisor. Paradigm will provide the locations of the District's approved medical providers. In the event of an emergency, medical care should be sought immediately, and then a follow-up call to Paradigm should be made to ensure the appropriate protocols are followed for subsequent care and billing services. If an employee is referred for medical care, the attending physician will complete a Work Activity Status Report. The employee must follow all treatment recommendations and attend follow-up appointments to ensure a timely return to work. Failure to follow treatment recommendations will result in the claim being closed, and care will no longer be provided as part of a compensable claim.

An employee approved for medical treatment will be paid for the date of the injury if unable to return to regular duty on the date of the injury. All follow-up care, including physical therapy appointments, should be scheduled outside the employee's regular work schedule, when possible. If an employee can only schedule appointments during the workday with prior supervisory approval, the employee must clock in and out for the appointment. The time will be coded as "Other – Work Comp" and will be paid. Lunch breaks are unpaid time; therefore, appointments scheduled during a lunch break will require additional communication with the supervisor. Time away from work for medical care must be accurately recorded to ensure compliance with reporting guidelines.

Under the "Return to Work" program, temporary modified duty work may be available for up to 180 days (with frequent review) while temporarily unable to work in an employee's regular job capacity.

If the employee is unable to return to their regular job but can perform alternate duty work, the District will maintain the employee in the light-duty assignment (if available, given the work restrictions) until the employee reaches Maximum Medical Improvement (MMI) or will pay Temporary Total Disability (TTD) until such time frame if light duty is not available for a maximum 180 calendar days. If an employee reaches the MMI, workers' compensation ends, and there is no obligation to continue light duty if the employee has permanent restrictions. If a position is open and available that satisfies the permanent restrictions for which the injured worker is qualified, the injured worker will be considered for the new position at the pay rate for the new position. An employee's failure to accept the new position may render them ineligible for full benefits under the workers' comp program. It may disqualify certain employee benefits or separation from employment.

If an employee cannot perform duties while off on Workers' Compensation, they will be eligible to continue on all benefits in force at the time of injury by paying their portion of the benefit payments for up to 180 days.

If the employee cannot return to work within 180 days, they will be eligible for Long Term Disability (LTD). When an employee transitions to LTD, the employment relationship is separated. If the employee can return to work at a later date, the employee must apply for an open position as an external candidate.

Employees who can never return to their previous position may request reassignment to a different position as a "reasonable accommodation of last resort" under the ADA. The District will attempt to accommodate the employee with an existing vacant position at the current pay range, but will not be obligated to create a new position for the employee.

For additional information, please contact the HR Department. Workers' Compensation may run concurrently with Family Medical Leave.

MANDATORY TRAINING EXPECTATIONS

Employees whose job competencies require them to attend or view mandatory training classes must attend or complete the training classes no later than the expiration date of the course. If there are extenuating circumstances (approved FMLA or death in the family) that preclude an employee from completing the training within the required time frame, the employee must provide a written explanation to the supervisor, who will then forward it to HR. Employees who fail to complete mandatory training by the due date may be suspended without pay until training has been completed and may be required to take the training on their own time and at their own expense. An employee on approved leave will have up to thirty (30) days after returning from leave to complete the mandatory training that expired during the employee's approved time off.

EXTENDED NON-CONTRACTUAL DAYS

Extended Non-Contractual Days are paid at the per diem rate. These days are approved on a claim form by the building Principal or Program Supervisor. Extended contract days may begin July 1 for the upcoming school year and must be completed by June 30 of the school year. Claim forms must be completed no later than July 30th of the calendar year.

Extended contract days may be worked in either full-day or half-day increments; however, half-day increments may not be combined with summer school.

Non-Contractual Days include the following groups:

- Data and Assessment Coordinator – up to an additional 27 days
- District Coach – up to 10 additional days
- ESY Teacher- TBD days as approved by the Special Education Director
- High School Counselors- up to 12 additional days
- High School Alternative Program Lead Teacher – up to 10 additional days
- Instructional Technology Specialists – up to an additional 17 days
- Media Specialists: Up to 10 additional days
- Middle School Counselors – up to 7 additional days
- MTSS Coordinator – up to 30 additional days
- School Counselors- up to 7 additional days
- Social Workers- up to 5 additional days
- Special Education Coordinator- up to 15 days
- Speech/Language Supervisor- up to 5 days
- Special Education Teachers, Speech and Language Pathologists, Occupational Therapists and Physical Therapists assigned to MAPS program – up to 10 additional days

Extended Contracts for Media Specialists

A ten-day (10) extended contract shall be paid as part of the media specialist's regular contract rather than on a claim form.

ASSESSMENT OF BARGAINING UNIT MEMBERS

Members of the bargaining unit will be assessed using the NIET Evaluation Tool Rubric. (See Appendix H)

Note: An alternate evaluation tool will be used to evaluate the following non-administrative certificated personnel:

1. Counselors
2. School Services Professionals (Occupational Therapists, Physical Therapists, Speech Pathologists?, and Teachers in Supervisory Positions)
3. School Social Workers
4. IT Instructional Technology Specialists
5. Media Specialists - Secondary level
6. District-wide Academic Coaches

DUE PROCESS

Section 1 – Reprimand or Warning:

In the case of a written reprimand or disciplinary conference required with the principal or the principal's designee, a teacher shall be notified in a timely fashion of the deficiency, allegation, or incident. The teacher may request to be accompanied by a representative of their choice. The teacher's representative will be granted the opportunity to opt for a caucus with the teacher during the meeting if the representative deems a caucus to be necessary. If at all possible, the meeting shall occur during the school week in which the teacher is notified of the meeting. If a teacher is disciplined, a rebuttal should be in writing and provided within ten (10) days of the disciplinary action.

Section 2 - Assistance Plan

During **any point** in the school year, the building principal may place a teacher on an Assistance Plan to support the teacher in their continued instructional effectiveness. (Appendix D)

A. The building principal will meet with the teacher, and an assistance plan will be created in which the principal will identify areas for refinement.
B. The length of the initial plan will not be more than 90 school days.
C. Specific support and progress review dates will be identified.
D. The plan may be discontinued based on continual improvement noted.
E. The plan may be revised and thus extended for an identified time period based on evidence obtained through the progress-monitoring process as determined by the building principal.

Section 3 - Remediation Plan

As identified through the Summative Evaluation process, a teacher rated as Improvement Necessary or Ineffective will be placed on a Remediation Plan. The Remediation Plan will begin at the start of the next school year. The Principal will inform the appropriate Assistant Superintendent, the Director of Human Resources, and the PEA President in writing of their intention to place a teacher on the Remediation Plan (Appendix E)

A. The building principal will meet with the teacher, and a remediation plan will be created in which the principal will identify areas for refinement.
B. The length of the initial plan will not be more than 90 school days.

C. Specific support and progress review dates will be identified.
D. The plan may be discontinued based on continual improvement noted.
E. The plan may be revised and thus extended for an identified time period, or the teacher may be recommended for dismissal based on evidence obtained through the progress-monitoring process.

A professional deficiency in violation of other areas of IC 20-28-7.5-1 may result in a teacher being placed on a Corrective Action Plan or cancellation of a teacher's contract.

Section 4 - Corrective Action Plan:

The Principal will inform the appropriate Assistant Superintendent, the Director of Human Resources, and the PEA President in writing of their intention to place a teacher on the Corrective Action Plan (Appendix F).

A. The Principal will inform the teacher of a meeting to which the teacher may bring a PEA representative or other representative of their choice.
B. The Principal will meet with the teacher to explain the purpose of the Corrective Action Plan and discuss the plan's performance and/or behavioral expectations.
C. The Principal will develop a schedule of progress monitoring. The principal will meet with the teacher to provide the teacher with recommendations and assistance to aid the teacher in meeting the expectations of the Corrective Action Plan.
D. The Principal will set a date for review of the Corrective Action Plan. At that time, the Principal will meet with the teacher to determine if the teacher has met the expectations of the Corrective Action Plan.
E. If the teacher has not successfully met the expectations of the Corrective Action Plan, the Principal may extend the Corrective Action Plan, or the Teacher may be recommended for dismissal.

Section 5 - Grounds for Contract Cancellation or Discontinuance:

A principal may decline to continue a **probationary** (as defined in the Glossary, Appendix I) teacher's contract in the following instances:

A. The teacher receives an ineffective designation on a performance evaluation.
B. The teacher receives two (2) consecutive improvement necessary ratings on a performance evaluation.
C. The teacher is subject to a justifiable decrease in the number of teaching positions.
D. Any reason relevant to the school corporation's interest.

The following are reasons for immediate contract cancellation. Perry Township Administration must give one or more of the following reasons for the preliminary decision to cancel the contract:

A. Immorality;
B. Insubordination, which means a willful refusal to obey the state school laws or reasonable rules adopted for the governance of the school building or the school corporation;
C. Repeated ineffective performance, as determined by the school corporation;
D. Neglect of duty;
E. A conviction for an offense listed in IC 20-28-5-8(c); and/or
F. Other good or just cause.

Section 6 - Procedure for Contract Cancellation or Discontinuance:

Delivery: The principal shall notify the teacher of the principal's preliminary decision.

A. The notification must be in writing and delivered in person or by registered or certified mail to the teacher's last known address.
B. The notice must give the reason(s) for the preliminary decision.
C. If five (5) days pass after the teacher receives notice of the "Preliminary Decision," the teacher does not request a Superintendent Conference; the teacher waives their right to further due process. The principal's "Preliminary Decision" is considered final.

Superintendent Conference:

A. Must be requested by the teacher within five (5) days of receiving the "Preliminary Decision."
B. Must occur within ten (10) days after the teacher requests it
C. The teacher may be accompanied by a representative
D. Following the conference, the superintendent must make a recommendation to the board in writing regarding the cancellation of the contract
E. If five (5) days pass after the superintendent conference and the teacher does not request an additional private conference with the board, then the teacher waives their right to a board conference, and the board may only cancel the contract by majority vote at the first public meeting following the superintendent conference.
F. This must be evidenced by a signed statement in the board minutes

Board Conference:

A. Must be requested by the teacher within five (5) days of the superintendent conference
B. If requested, it must occur before the board makes a final determination on the teacher's contract cancellation
C. If the reason(s) for cancellation are only justifiable decrease, incompetence, and/or criminal convictions, the board may only cancel the contract by majority vote at the first public meeting following the board conference.
D. This must be evidenced by a signed statement in the board minutes.

If the reason(s) for cancellation is immorality, insubordination, repeated ineffective performance, neglect of duty, conviction of a specified offense listed in statute, and/or other good or just cause, the board must reach a decision based upon the preponderance of the evidence presented at the board conference that supports contract cancellation.

A. The parties must exchange the evidence presented at least seven (7) days before the board conference, or the board cannot consider it.
B. The board must permit a representative for the school corporation to present evidence supporting contract cancellation
C. The board must permit the teacher to present evidence refuting the reason(s) for contract cancellation.
D. The decision must be in writing within thirty (30) days after receiving the teacher's request for the additional private conference.

REDUCTION IN FORCE

Section 1 - Reductions

If, or when, it becomes necessary for the Board to reduce the number of teachers due to economic necessity, declining enrollment, or any other just cause, the Superintendent will notify the PEA President of such action as soon as practicable with the estimated number of teachers affected. The teachers will be notified between the dates of May 1 and July 1.

- **Probationary teacher** – The term **Probationary Teacher** is defined as an individual who serves under contract as a teacher in a public school corporation, receives two consecutive "ineffective" ratings on their annual evaluations as determined by the school corporation, or is in their first or second year of full-time teaching with the same school corporation. Importantly, the teacher must not have entered into a teaching contract with the school corporation before July 1, 2012. (**Indiana Teacher Classification** - See Indiana Code IC 20-28-6-7.5(b)(2)).
- **Professional teacher** – The term **Professional Teacher** is defined as a teacher who does not meet the criteria for probationary status and enters into a subsequent teaching contract. This classification is based on the teacher's experience and performance indicating a progression from probationary teacher to professional teacher within the school corporation. (**Indiana Teacher Classification** - See Indiana Code IC 20-28-6-7.5).
- **Established teacher** – The term **Established Teacher** is defined as an individual who serves under contract as a teacher in a public school corporation before July 1, 2012, and at any time before July 1, 2012, enters in to a teacher's contract for further service with the school corporation. (**Indiana Teacher Classification** - See Indiana Code IC 20-28-6-8(a)).

The following procedure will first be applied only to probationary and professional teachers in the school, facility, program, or department ("area") to be reduced when the area to be reduced has both established teachers and probationary and/or professional teachers assigned to it. If the area being reduced has only established teachers assigned to it, or if all probationary and professional teachers in the area are already subject to reduction and more reductions are needed, the procedure will then be applied to established teachers in the area reduced. An established teacher who is licensed in another content area cannot be subject to the reduction in force if the established teacher can replace a probationary or professional teacher in that license area.

Teachers will be identified for RIF, with consideration of licensure, using the following protocol in the consecutive order listed:

1st Factor: Teacher Rating Category- in the following order: Ineffective, Improvement Necessary, Effective, Highly Effective
2nd Factor: The academic needs of students in the school corporation and/or the Leadership Roles
3rd Factor: The experience level of the teacher in the District

If a teacher has been on leave for any length of the school year, the overall rating will be based on the most recent evaluation(s) conducted to date during that school year. If the teacher has been on a year-long leave, the summative evaluation rating will stand from the previous year.

REASSIGNMENT, VACANCY, AND TRANSFER

Section 1 - Reassignment within the Same Building:

The building principal can identify a teacher to be assigned to teach anything for which the teacher is properly licensed and qualified. Reasons for reassignment include but are not limited to the need to accommodate student enrollment

numbers, maximize classroom management or instructional skills, and/or improve team/grade level/department functioning.

A teacher who desires a change in grade level, a movement between teams, between subject areas, and/or a movement between departments for the following school year shall submit a written request of such desire to the building principal or their designee. The decision to move the teacher remains the decision of the building principal. The principal will share the change with affected teachers(s).

Section 2 - Postings:

Vacancies in present or newly-created teaching positions shall be posted. The Human Resources office shall post vacancies on the Perry Township Schools website for at least three (3) days unless waived by the Director of Human Resources, with notification to the PEA President. Principals may choose not to post positions internally if reorganizing classrooms to meet student/teacher ratios for the beginning of the new school year.

Internal teacher candidates are extended an opportunity to apply for any vacancies for which the teacher qualifies; however, this does not guarantee an interview for the open position. The building principal will have final decision-making over which candidates to interview depending on the school's needs. All candidates who apply for an opening will be notified electronically after the selection process.

Section 3 - Involuntary Transfer Guidelines:

Involuntary transfers between buildings will be made based on instructional needs, financial constraints, enrollment factors and/or other reasons deemed appropriate by the administrative staff. Teachers may be solicited to volunteer for transfer. The Central Office administration reserves the right to make the final decision.

SUMMER SCHOOL/INTERSESSION HIRING GUIDELINES

Summer school teaching positions and intersession teaching positions will be posted internally. Guidelines for hire will be dependent upon student needs during that instructional period. Central Office administration and building principals will collaborate in the selection of staff.

REQUEST FOR CHANGE IN TEACHING LOAD

Teachers requesting an addition or reduction in teaching load may apply as positions become available for which the teacher is licensed and qualified. Hiring principals will have the final decision in interviewing candidates for consideration.

SALARY AND EVALUATION

Salary and Evaluation

A. Teachers will receive an annual performance evaluation based on a standardized rubric. The results of an evaluation may lead to an Assistance Plan and/or Remediation Plan.

B. A teacher must be evaluated as Highly Effective or Effective to receive a salary increase. Any teacher evaluated as Needs Improvement or Ineffective will not receive a salary increase.

C. Annual salary increases for Teachers will be consistent among Teachers rated Highly Effective or Effective and will be recommended by the Superintendent for approval by the Board.

EMPLOYEE CONDUCT AND WORK RULES

RULES OF CONDUCT

The following rules of conduct create a positive work environment. Employees violating these rules and regulations are not performing in the District's and their co-workers' best interest. By way of example, rather than limitation, the following conduct provides sufficient cause for disciplinary action up to and including discharge:

1. Abusive, unprofessional, or inconsiderate treatment of fellow employees, students, visitors, and/or the public;
2. Insubordination or neglect of duty, or otherwise refusing to perform work as directed;
3. Deliberately giving false information on an employment application, time records, or other records or altering, removing, or destroying records, reports, or documents without authorization;
4. Any unauthorized removal of property from the District, i.e., theft;
5. Being under the influence of or possessing alcohol, illegal drugs, or controlled substances at work or on school property and not properly prescribed for the employee by a physician;
6. Fighting or inappropriate conduct on the District's property, including the use of profanity, verbal abuse, or violent acts or threats;
7. Violence in the workplace, including bullying;
8. Sleeping during working hours;
9. Illegal gambling on property or while on duty;
10. Failure of the employee to report an arrest, the filing of criminal charges, and/or the conviction of criminal offenses to their supervisor or the Superintendent within 48 hours of the occurrence;
11. Failure to respect the confidentiality of information and records;
12. Deliberate, careless handling of materials resulting in damage to the District's property;
13. Possession of a firearm in a school building or on school property while on duty as a school employee unless the firearm is locked in the trunk of the employee's vehicle, kept in the glove compartment of the employee's locked vehicle, or stored out of plain sight in the employee's locked vehicle;
14. Acts of harassment or intimidation toward another employee;
15. Excessive absenteeism, tardiness, or unauthorized departure from work (abandonment of job duties) or being paid while not working (ghost employment);
16. Serious misconduct or criticism of authority, i.e., misconduct of a nature that would bring discredit and/or harm upon the District;
17. Failure to meet and maintain established performance standards as provided in job descriptions and performance appraisal criteria, including mandatory training expectations;
18. Use of tobacco or alcohol on District property;
19. Failure to report accidents, damaged equipment, or other hazardous conditions;
20. Absence from assigned duty station without permission of the employee's supervisor;
21. Violation of fire or safety regulations;
22. Violation of Social Media policy. Staff should review the handbook and the board policy regarding "Responsible Use of Social Media" on the District's website;
23. Violation of ethical boundaries between a staff member and a student;

24. Violations of rules or regulations published by any of the District's divisions, departments, or offices of the District or any resolutions, policies, rules, or regulations adopted by the District;
25. Misusing, destroying, or stealing property of the District or another person;
26. Failure to submit to a drug or alcohol test when there is cause for reasonable suspicion due to behavior or performance concerns;
27. Conviction of a crime that indicates unfitness for a job or presents a threat to the District, its students or its employees;
28. Unsatisfactory performance or conduct.

Steps of progressive discipline procedures may be waived for severe infractions.

ATTENDANCE/TARDINESS POLICY

DEFINITIONS:

1. **Absence:** An employee is absent for a regularly scheduled shift/workday.

2. **Excused Absence:** An absence approved by the employee's supervisor. Excused absences include bereavement leave, court duty (unless for personal litigation), declared weather emergencies and other declared closings as applicable, military leave, approved personal leave, and leave covered under Workers' Compensation and/or FMLA.

3. **Tardiness:** An employee's failure to report to work at their scheduled time.

NOTIFICATION GUIDELINES:

1. **Personal Leave:** Employees should request leaves in advance (ideally at least 24 hours prior) through the absence management system.

2. **Absences:** Employees taking an absence must enter an absence in the absence management system or at least 2 hours before the start of the workday. An employee's (or their designee's) failure to call within the required timeframes may result in disciplinary action. Failure to report absences and absences beyond those outlined in this handbook could ultimately result in dismissal.

3. **Excessive Absenteeism:** Employees with excessive absenteeism are subject to progressive discipline. Supervisors may consider the following factors in determining whether to apply progressive discipline: the number of days absent, the pattern or frequency of absences, and the reasons for the absences. A progressive system of discipline is used for excessive absenteeism. Supervisors have the discretion to skip directly to more severe consequences depending on the severity of the violation.

   The supervisor may require a physician's statement at any time an employee is on lost time or has used excessive absenteeism due to illness. Employees who misuse time off may be subject to disciplinary action or

additional monitoring. The employee's responsibility is to contact HR for absences of more than three (3) consecutive days to ensure the District's compliance with FMLA.

4. **Unexcused Absences:** An unexcused absence occurs when an employee is absent without prior approval from their supervisor, has no accrued time off to cover the absence, and/or fails to notify the supervisor within the required call-in procedures outlined in the employee's specific department guidelines. Tardiness, late arrival, and/or early departure from an assigned shift may also be considered unexcused absences under this policy.

5. **Unauthorized Absences:** Unauthorized absences such as abuse of sick time or work days missed without pay (lost time), is defined as nonperformance of duties and responsibilities and may result in the initiation of disciplinary action, loss of pay, or termination of employment.

CIVILITY AND DECORUM

The following disruptive or uncivil behavior will be grounds for disciplinary action up to and including discharge from employment and includes:

- Actions taken or words conveyed with the purpose to intimidate, threaten, or harass;
- Using profanities or obscenities;
- Raising one's voice above an appropriate level;
- Personal attacks;
- Gesturing in a manner that causes one to fear for his/her safety;
- Invading, or remaining, in one's personal space after being asked to move away;
- Physically blocking others from moving about freely; or
- Using physical force or threat of physical force

All incidents of uncivil or disruptive behaviors from employees will be documented and followed up through the chain of command.

REQUIRED REPORTING

During employment with the District, an employee shall be required to immediately report to the Department of Child Services (DCS) or law enforcement any suspected child abuse and/or neglect; shall be required to report to law enforcement any alleged violations of law in the school environment (including, but not limited to harassment, battery, intimidation, or threats to staff, alcohol consumption, illegal general controlled substance violations, and criminal organization activity).

During the course of their employment with the School Corporation, each employee shall be required to report their arrest or the filing of criminal charges or DCS charges against the employee; and conviction of criminal charges to their supervisor or the Superintendent within two (2) business days of the occurrence. Failure to self-report within forty-eight hours (48) may lead to a recommendation of termination for insubordination.

The Supervisor or designee shall obtain a review of each reported arrest and/or conviction in consultation with HR. Together, they will recommend appropriate action to the District considering the risk to members of the school community presented by the employee's continued employment. Failure to self-report within forty-eight (48) hours may lead to a recommendation of termination for insubordination.

If an employee is arrested or charged with a crime with DCS at any time during employment, the employee must report the arrest or charge within 48 hours to the supervisor. The supervisor will consult with HR as most DCS charges require an employee to go on an immediate "leave" status because of the proximity to children on the District's premises. Each case will be reviewed on a case-by-case basis but may subject the employee to immediate dismissal, depending on the allegation.

Senate Bill 342 - 2023 requires the following:

1. The District must contact references and, if applicable, the most recent employer provided by a prospective employee before the District may hire the potential employee.
2. The District must conduct an expanded child protection index check concerning each applicant for employment before or not later than 60 days after the applicant's hire date. Employees must comply by the deadline, or the District will separate employment until the DCS check returns as favorable.
3. The District must conduct an expanded criminal history check on each employee every five years. The expanded background check will be done through the HR Department. Employees will be notified they must complete said expanded criminal history check. Employees must comply by the deadline, or the District has the right to discipline up to and including termination for non-compliance. If a charge is discovered on the five-year background check that was not disclosed, the employee is subject to discipline. An employee on approved leave will have up to thirty (30) days after returning from leave to complete the mandatory background check requested during the employee's approved time off.

In 2023, the following provision was added and as a result: requires a separate board approval when an employee is being hired and has committed any of the following offenses:

1. Offense relating to operating a motor vehicle while intoxicated
2. Reckless homicide
3. Battery
4. Criminal confinement
5. Public indecency
6. Contributing to the delinquency of a minor
7. Offense involving a weapon
8. Offense relating to a controlled substance other than marijuana

RESPONSIBLE USE OF SOCIAL MEDIA

The District encourages responsible self-expression, and employees are expected to develop social media practices consistent with this policy.

Social Media Defined

Social media includes but is not limited to all means of communicating or posting information or content of any sort on the Internet, including the employee's own or someone else's weblog or blog, journal or diary, personal website, social networking or affinity website, web bulletin District or a chat room, whether or not associated or affiliated with the employer.

General Provisions

Employees are responsible for monitoring their content postings, and they should be aware of privacy settings and deliberate about how they would like their content to be consumed. Employees should also assume that anything posted or shared online could become public information. Employees could be personally liable for defamatory, obscene, proprietary, or libelous content.

Because the District reserves the right to access any personal communication without prior notice, employees should not use the District's communication systems to transmit any message or to access any information that they would not want a third party to hear or see. This includes personal information and emails such as tax information, health information, personal business, banking information, or other personally identifiable or protected information. The District utilizes secure systems to transmit personally identifiable or protected information, ensuring that all information transmitted through the electronic system is safe.

Employees shall not disclose any confidential information (information that is declared or permitted to be treated as confidential by State or Federal law or employer policy, including the Family Educational Rights and Privacy Act (FERPA) obtained in the course of their employment about individuals or organizations, including students and/or their families or another member of the school community. For example, employees may never post a student's behavior or attendance on an employee's personal social media platform or website.

Official versus Personal Content

Unless specifically instructed, employees are not authorized to speak on behalf of the District and, therefore, are restricted from speaking. Employees should deliberately describe that their views expressed in a blog or on social networking sites are their own, not their employers. Using an employer's email address, job title, seal, logo, or letterhead represents the employer in an official capacity. Other communications leading an average consumer to conclude that posted content was made in an official capacity could also be considered to represent the employer in an official capacity. Absent evidence of previous steps taken to distinguish content as personal expression, statements made in blogs or on social media networking sites may be perceived as being in the scope of the employee's official job duties. If the media or press contacts an employee about their employer, employees should contact the Marketing and Communications Director or designee.

Employees are subject to discipline and employment termination for content that exceeds legal protections, even if they disclaim their expression as personal. For example, when making statements in blogs or social media networking sites, employees shall not make threatening, harassing, obscene, defamatory, or hostile comments. Employees also shall not knowingly or recklessly disregard the truth or make false statements of fact about the employer or its District members, students, or employees.

Communications with Students

Employees should not use social media for discussion with or about a student(s). All student/staff discussions must be on approved communication platforms, not personal cell phones or personal email. Staff should not use pictures of students in their personal social media communication, as parents or guardians of students may have requested anonymity. We ask all staff be mindful of oversharing student information on social media. Sharing pictures from the District website is encouraged to celebrate student achievement and success.

If the building administrator is aware of the communication platform, extra-curricular leaders may use group social media platforms to communicate with students about travel plans, schedule changes, and similar topics.

Employees who wish to create websites for student support, such as listing athletic events or classroom support materials, shall have those sites approved by the administration and linked to employer websites. These pages are subject to all employer policies and procedures. Employees shall allow the Superintendent and/or designee to access any school-related social media site as a "friend," "follower," or similar access request.

Reporting Violations

Any violations of this policy should be shared with supervisors, managers, or the HR department. Violating this policy will result in disciplinary action, including immediate termination.

USE OF COMMUNICATION SYSTEMS

Employees are provided access to the internet to assist them in performing their jobs. Email, instant messaging, text messaging, and voicemail can provide excellent communication with other employees and external resources. The internet, voice mail, and telephones must be tempered with common sense and good judgment.

Content created, stored, or received on the District's computer and/or telephone systems or created using District property may and likely will be reviewed by administrative staff and other authorized representatives. Employees should have no expectation of privacy in anything they create, store, or receive on the District systems, and the systems belong to the District and should be used for District purposes.

Fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate material may not be sent by email or other forms of electronic communication (bulletin boards, District systems, blogs, newsgroups, chat groups), downloaded from the internet, or displayed or stored in the District's computers. Employees encountering or receiving this material should immediately report this to the supervisor.

Artificial Intelligence (AI) Guidelines:

The district encourages the use of AI as it can assist employees in creating, editing, and fact-checking. However, it is expected that employees are mindful of AI's potential abuse, and the following are expected guidelines when using AI:

- Independent verification of information is required when obtaining information via AI
- The District prohibits the disclosure of confidential and propriety information when using AI
- The IT Department must approve the download of any AI software onto company devices
- When using AI, employees must appropriately credit final work product to ensure there are no issues with copyright or plagiarism as a result of using AI

INVESTIGATIONS

There may be times when a Building Administrator, HR, Supervisor, or School Safety personnel may conduct an investigation. All employees are expected to cooperate with the investigation.

Failure to cooperate and be truthful during an investigation may be grounds for disciplinary action, up to and including termination of employment.

Every effort will be made to maintain the confidentiality of information learned during an investigation. However, the individuals conducting investigations cannot promise that all information will remain confidential, as some information may be revealed to support disciplinary action.

DRUG-FREE WORKPLACE

The District believes quality education is not possible in an environment affected by illegal drugs. It will, therefore, seek to establish and maintain an educational setting not tainted by the use or evidence of any mood-altering controlled substance except for appropriately prescribed medication reported to an employee's supervisor.

The District shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol and any other drug paraphernalia, by any member of the District's professional staff at any time while on District property or while involved in any District-related activity or event.

Further, any staff member found in possession of, use, distribution/disbursing of any illegal substance at any time will be subject to disciplinary action, which may lead to termination. Employees who refuse to submit to a drug test when their behavior meets the reasonable suspicion standard due to behavior or performance concerns may be terminated.

Employees required to take medication prescribed by a physician that may impair job performance should report this to their supervisor. The treating physician may be asked to verify whether the medication may impair performance and identify precautions required to ensure the employee does not endanger themselves, co-workers, or students. All prescription medication should be kept in a locked cabinet or personal vehicle due to the potential risk to students. If an employee cannot function safely or effectively while using prescribed medication, the employee may be placed on a medical leave of absence, alternate duty, suspended, or terminated, depending upon the time needed off from work.

REASONABLE SUSPICION TESTING

Employees are subject to testing based on (but not limited to) observations by the supervisor of apparent workplace use, possession, or impairment. HR should be consulted before taking an employee for testing, and the employee is required to use the clinic mandated by the District. In cooperation with HR, the supervisor will document the specific observations and behaviors that create reasonable suspicion. Under no circumstances will the employee be allowed to drive themselves to the testing facility. An HR or supervisor-level employee must escort the employee. Arrangements will also be made for the employee to be transported home. The District will pay the actual cost for drug and alcohol impairment testing required by the District for its employees. The District will provide transportation costs to its employees to travel to and from the testing facility. Employees who fail testing or refuse a test may be subject to disciplinary action, including discharge from employment. Employees who admit they need assistance may be eligible for a last-chance agreement with the EAP.

STAFF DRESS AND GROOMING

Staff dress and grooming directly reflect the professional standards established in the District. Due to the visibility of our staff to students, other staff members, and the public, the District expects all employees to be appropriately dressed and well-groomed. Different departments may have stricter or different dress code standards, and employees are expected to follow department policy. In the absence of department policy, the following applies:

Staff members assigned to District duty are expected to:

1. Be physically clean, neat, and well-groomed;
2. Dress in a manner that reflects their professional position and setting in the District.
3. Cover offensive tattoos.
4. Not wear any visible body piercings except for pierced ears. Clear or flesh spacers are allowed to fill piercings.
5. Be groomed in such a way that their dress or hair does not disrupt the educational process or cause a health/safety hazard;
6. Wear the prescribed uniform as applicable and approved by the District. Departments may have stricter grooming standards due to health codes, safety regulations, or professional standards. Department policy will be primary if the building policy differs.

The District will provide reasonable accommodation from the above dress requirements because of an employee's religious practices, disability, medical condition, or other legitimate reasons unless such reasonable accommodation imposes an undue hardship. Employees are encouraged to contact HR to request reasonable accommodation.

WORKPLACE VIOLENCE

The District is committed to promoting a safe and secure work environment. All employees are expected to treat co-workers, students, families, and vendors in the workplace in a mature and professional manner. The following are examples of behavior that is considered violent, threatening, or harassing:

- Repeated abusive or profane language
- Bullying
- Allusions to violence against self or others
- Aggression, intimidation, or hostile behavior
- Dangerous pranks or aggressive horseplay
- Fighting or assault
- Persistent inappropriate anger or conflict
- Sexual harassment, stalking, or unwanted pursuit
- Refusal to respect the rights of others

Employees who become aware of troubling persons or situations that cause severe anxiety, stress, conflict, or fear must report such concerns to their immediate supervisor, HR, or the police department

Employees who are aware of or are experiencing personal situations involving domestic or family violence that may adversely affect the safety and security of the workplace should report such concerns to their immediate supervisor.

EMPLOYEE BENEFITS

HEALTH, DENTAL, AND VISION INSURANCE ELIGIBILITY AND EFFECTIVE DATES

All new Teachers shall become eligible to participate in the insurance plans currently offered on the first of the month following thirty (30) days of continuous employment. The Teacher must complete enrollment through the online enrollment portal within thirty (30) days of the eligibility date. Teachers are paid in twenty-six (26) bi-weekly, consecutive payments (unless otherwise noted in the Teacher's contract). Most deductions are on a 24-pay period basis.

The benefits will be immediately discontinued when a Teacher dies or is released from a contract for any reason. If a Teacher resigns, coverage will continue until the end of the month when the Teacher is paid the remaining contract salary payout, if applicable. A Teacher who fulfills the term of the school year contract shall have insurance through August 31st.

Every fall, eligible employees will be offered an open enrollment opportunity. Employees may elect to add/drop/change coverage during the annual open enrollment period, add or delete eligible dependents, or change the current health, dental, vision, and voluntary benefit options. Changes made during the open enrollment period will be effective on January 1. Changes outside of open enrollment are prohibited unless a Qualifying Life Event (change in family status) occurs.

A Qualifying Life Event or change in family or personal status shall be defined as a change in marital status, a change in employment status of either the employee or the employee's spouse, loss of coverage, or a change in family size. Employees shall have thirty (30) days from the Qualifying Life Event date to request coverage under the Plan. If coverage is not requested during the thirty-one (31) day period, the employee must wait until the next annual open enrollment or Qualifying Life Event, whichever occurs first.

The District has a spousal carve-out provision for the health insurance plan following the Hoosier School Benefit Trust guidelines. Annually, the District is audited for dependent verification compliance for health insurance; noncompliance will result in removing dependents from the insurance plan(s).

The District complies with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and its amendments which give employees and their families who lose their health benefits the right to choose to continue group health benefits provided by the District for a limited period under certain circumstances such as a voluntary or involuntary job loss, reduction in the hours worked, the transition between jobs, death, divorce, and other life events. Qualified individuals must pay the premium for coverage of up to 102% of the plan's cost. The District uses a third-party administrator for those who are COBRA eligible and the COBRA notice will be sent from the vendor.

BEREAVE

The District has partnered with Bereave to provide staff assistance with grief issues, which include resources to help staff when facing the loss of a loved one or a family member. Contact the HR department with questions if you need help or support, as we all will experience grief and loss during our working lives. Information regarding Bereave is available in the Benefits Portal on the Perry Township Schools website. The website link to Bereave is app.bereave.io.

DENTAL INSURANCE

Dental insurance is available to employees and their eligible dependents. There are two dental plans available; basic and enhanced. Information regarding the dental plans is available in the Benefits Portal.

DISABILITY INSURANCE

Short-Term Disability (STD) – see Voluntary Benefits

Long-Term Disability (LTD) - The District pays the Long-Term Disability insurance premium for eligible employees. An eligible employee is automatically enrolled on the first of the month following thirty (30) days of employment, and the benefit terminates at the end of the month of active work for those leaving employment who are not disabled. The waiting/elimination period for LTD is ninety (90) days. When an employee is on LTD, they are being paid by the disability carrier, not the District. Once an employee is eligible for LTD, they have exhausted FMLA rights, they are no longer in a job-protected leave status, and their employment with the District may end. If the individual is released to return to work, the former employee is welcome to apply for any open position for which they are qualified.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The EAP offers short-term counseling to all employees and anyone who lives in their household. The EAP has numerous locations and can direct you to the most convenient office. An EAP counselor can also be reached by phone 24 hours a day. The EAP is confidential, and services are provided at no charge to you. The phone number to contact the EAP is 1-800-543-4158 or 317-621-7742.

HEALTH INSURANCE

Health insurance is available to eligible employees and their eligible dependents. Two types of plans are available; Traditional PPO and HDHP (high deductible health plan). Information regarding the health insurance plans is available in the Benefits Portal on the Perry Township Schools website.

HEALTH SAVINGS ACCOUNT (HSA)

A Health Savings Account is available to eligible employees with high-deductible health plans (HDHP). Information regarding the HSA is available in the Benefits Portal on the Perry Township Schools website.

INDIANA PUBLIC RETIREMENT SYSTEM (INPRS)

PUBLIC EMPLOYEES RETIREMENT FUND (PERF)

Non-certified Teachers are required to join the Public Employees' Retirement Fund. The District contributes the Teacher's required contribution of three percent (3%) of their gross earnings to this retirement program, and the employer contributes a statutory amount. Vesting in District contributions occurs after ten (10) years of INPRS service. A Teacher is always 100% vested in their contributions. Visit the INPRS website at www.inprs.in.gov for details.

TEACHERS RETIREMENT FUND (TRF)

Certified Teachers are required to join the Teachers' Retirement Fund. The District contributes the Teacher's required contribution of three percent (3%) of their gross earnings to this retirement program, and the employer contributes a statutory amount. Vesting in District contributions occurs after ten (10) years of INPRS service. A Teacher is always 100% vested in their contributions. Visit the INPRS website at www.inprs.in.gov for details.

MASTER'S DEGREE SUPPLEMENTAL PAY

The law allows districts to provide supplemental pay for teachers awarded a Master's degree in their content area from an accredited educational institution after September 2014 and teach in the content area.

A teacher who intends to qualify for the Master's degree supplemental pay will complete an "Intent for Master's Degree" on an electronic form. The degree and content area are approved before the teacher enrolls in school.

A teacher will present official transcripts and evidence of a completed Master's degree on an electronic form and routed to the building principal, Assistant Superintendent, Human Resources, and Payroll for payment processing.

Beginning July 1, 2016, qualifying teachers will receive supplemental pay in the amount of $5000 annually to obtain a Master's degree in their content area and teach in that content area for Perry Township Schools if the evidence is submitted no later than September 15th. Half-year pay ($2,500) will be awarded if the evidence is completed by January 15th of each year. If a teacher is involuntarily removed from a content area where they currently receive Master's degree supplemental pay, the supplemental pay will continue to be paid. A teacher who voluntarily leaves a classroom and receives content area Master's degree pay will forgo the additional content area Master's degree pay.

Current Master's degree teachers who obtain a second Master's degree in a content area will qualify for the supplemental pay but in no case will a teacher receive more than the $5,000 annual supplemental pay; i.e., the teacher can't receive an additional content area supplemental pay stipend if already receiving Master's stipend pay.

According to the payroll calendar, the supplemental payments will be paid out in 26 pays or equal amounts.

TERM LIFE INSURANCE

All eligible employees will be enrolled on the 1st of the month following thirty (30) days of continuous employment. The District pays the total cost of the life insurance plan for eligible employees. The term life insurance coverage amount is $100,000 and offers an Accidental Death and Dismemberment benefit. Due to IRS regulations, term insurance with a value higher than $50,000 has minimal tax implications. Beneficiaries for the life insurance plan should be reviewed and updated annually in the benefit portal.

VISION INSURANCE

Vision insurance is available to employees and their eligible dependents and is not subject to the spousal carve-out. The Benefits Portal on the Perry Township Schools website provides information regarding the vision plan.

VOLUNTARY BENEFITS:

DEPENDENT CARE ACCOUNT (DCA)

The employer has established a Dependent Care Account Program. This program is intended to qualify as a "Cafeteria Plan" within Section 125 of the Internal Revenue Code and any other applicable provision of law. The Benefits Portal on the Perry Township Schools website provides information regarding the DCA plan.

FLEXIBLE SPENDING ACCOUNT (FSA)

The employer has established a Flexible Spending Account Program. This program is intended to qualify as a "Cafeteria Plan" within Section 125 of the Internal Revenue Code and any other applicable provision of law. Information regarding the FSA plan is available in the Benefits Portal on the Perry Township Schools website.

PERRY TOWNSHIP EDUCATION FOUNDATION (PTEF)

Payroll deduction will be available for employees desiring to contribute to the Perry Township Education Foundation. The PTEF is a grant-making organization that raises funds to support innovative and creative programs to enhance learning throughout Perry Township Schools.

SHORT-TERM DISABILITY (STD)

The District offers payroll deductions for a short-term disability program. The eligible employee pays 100% of the premium. Information regarding the STD plan is available in the Benefits Portal on the Perry Township Schools website. An employee must exhaust all paid leave time, except the employee may save up to five (5) paid leave days before STD eligibility. The STD elimination period is fourteen (14) days.

SUPPLEMENTAL INSURANCE POLICIES

Various supplemental insurance policies are available to eligible employees and their eligible dependents. The employee pays 100% of the premium. Employees may apply during new hire enrollment and the annual open enrollment period.

SUPPLEMENTAL LIFE INSURANCE (EMPLOYEE, SPOUSE, CHILDREN)

An eligible employee may apply for coverage under a supplemental term life insurance contract. For approved amounts, the eligible employee will pay 100% of the premium. Information regarding voluntary life insurance is available in the Benefits Portal on the Perry Township Schools website.

TAX-DEFERRED ANNUITIES

Eligible employees may participate in one of the employer's 403(b) and/or 457(b) retirement plans but must use one of the District's approved vendors. Participation in the plan and plan deduction changes may occur at any time of the year. Information regarding the retirement plan options is available in the Benefits Portal on the Perry Township Schools website.

TIME OFF

TIME OFF GUIDELINES

Teachers may take paid time off in half-day or full-day increments. Supervisors must approve time off in the timekeeping system to report time off balances accurately.

Effective July 1, 2025, employees may request unpaid time to attend a school conference concerning their child. The employee must provide proof of attendance, give at least five (5) days advance notice and time may be taken for their biological, adopted, foster or step child. This unpaid leave is protected leave and will be granted once per calendar year.

COURT DUTY

Employees are encouraged to fulfill their civic obligation by serving on jury duty when notified. Employees scheduled for jury duty must provide their supervisor with documentation of the jury duty summons immediately upon receipt. Employees will receive the difference between their daily rate and the per diem provided by the court when called to serve as jurors, regardless of whether the employee accepts the per diem. Employees must obtain written verification from the court confirming the dates of service and the per diem amount. This verification must be submitted to both the building principal or supervisor and Payroll. If an employee waives the fee for jury duty, they have donated their time and fee to the court. The district will not provide reimbursement for the waived fee. Any monies paid by the court for jury duty will be subtracted from the employee's regular rate of pay for the day(s) of jury duty to avoid "double dipping" payments. If an employee fails to provide the jury verification notice that the court has signed, the employee will have to take vacation, personal leave, or lost time.

When excused or released from jury duty, an employee is expected to return to work upon dismissal unless it's within the last hour of their shift.

If an employee receives a school-related subpoena, they should contact their building principal or supervisor for further assistance.

EMERGENCY CONDITIONS

Emergency conditions such as severe weather, flood, or fire can disrupt operations and interfere with work schedules. Extreme circumstances may require unusual procedures to ensure student and staff safety. Teachers are expected to use their best judgment if adverse weather creates extreme travel hazards when commuting to and from the workplace. Teachers should not endanger themselves nor ignore the statement of local law enforcement officials about traveling during adverse weather. Teachers should make every effort to come to work and notify their supervisor if they cannot get to the worksite. Essential personnel may be required to report in case of an emergency condition. Staff are responsible for ensuring contact information is up to date for proper notification during an emergency. The appropriate department head will advise essential personnel by position if required to report.

SICK DAYS

Each teacher shall be entitled to be absent from work because of illness. Ten (10) sick days are granted annually at the beginning of each school year and are prorated if a teacher begins employment after the school year. Unused personal leave will be transferred yearly to the sick day accumulation at the end of the school year. Sick days may accumulate to

an unlimited maximum but are not paid out when a teacher retires or leaves employment. Sick days are pro-rated if the teacher starts after the beginning of the school year. Teachers must be in a paid status at the beginning of the school year, and the new sick days are not loaded for the new school year until the teacher is actively at work for the new school year.

A teacher who is not in a paid status at the beginning of the school year will not have their sick days loaded for the new school year until they are actively at work.

The District reserves the right to require the employee to submit a physician's statement supporting the use of three (3) consecutive sick days. In addition, the supervisor may require a physician's statement at any time an employee is on lost time or has used excessive sick days for the school year. Employees who misuse sick days may be subject to discipline or further monitoring. The employee's responsibility is to contact HR for absences of more than three (3) consecutive days to ensure the District's compliance with FMLA.

Supervisors are responsible for monitoring employee attendance and paying attention to sick day usage to extend weekends, scheduled breaks, or situations where the supervisor believes a sick day was not used for the intended allowable purpose.

Sick Day Transfer from Other School Districts:
Teachers transferring into the District for the first time who have accumulated sick days will transfer up to 50 days of the accumulated sick days to this District immediately upon written verification from the prior district. Five (5) sick leave days will be granted each year thereafter.

A teacher who has resigned from the District and returns to the District without working for a different District, will have their sick time reinstated based on their last sick balance with the District (unless the teacher has retired or been paid out their sick balance in their prior position.)

FAMILY ILLNESS DAYS

Teachers are eligible for family illness days. These days will be subtracted from the teacher's accumulated sick days. Teachers may take up to ten (10) family illness days per school year (if available in sick leave balance) for an illness of an immediate family member. The immediate family in this section includes any dependent living within the teacher's household. Also included are a spouse, domestic partner (with supporting documentation in HR), child, father, mother, sibling, daughter-in-law, son-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchild living within or outside the teacher's household. Supervisors may grant this time as unpaid if the teacher has no accumulated sick time in accordance with current FML or Leave of Absence policies. If a teacher uses more than three consecutive family illness days, the employee should contact HR for FML guidance.

A teacher may request the HR Director for family illness days greater than ten (10) days per school year where the illness constitutes a serious health condition under the Family Medical Leave Act. Family leave granted by the Superintendent or designee shall be deducted from the teacher's available accumulated sick day balance.

PERSONAL DAYS

Teachers shall use personal days to conduct business that cannot be accomplished during non-working hours. Unused personal days will transfer to accumulated sick time after the first pay period following the first pay date in July. Teachers are granted five (5) Personal Leave Days per year. Personal leave is not paid out when a teacher retires or

leaves employment; however, if the contract days are fulfilled at the end of the contract year, personal days will convert to sick days for transfer or, if eligible, pay out per the retirement policy. Personal days are pro-rated if a teacher begins employment after the start of the school year.

A teacher who is not in a paid status at the beginning of the school year will not have their personal days loaded for the new school year until they are actively at work for the new school year.

LEAVES OF ABSENCE

LEAVE REQUEST GUIDELINES

Notwithstanding the guidelines below regarding the various types of unpaid leave, the District will require employees to use all paid time off concurrently when taking leave.

The exception to this is if the employee is on an authorized personal medical leave approved by Human Resources. If an unpaid absence is related to an approved medical leave, sick time can be used and the employee may retain up to a maximum of five (5) days if the request is related to an approved medical leave. The five (5) retained days can only be available accrued sick leave. All other paid time must be exhausted.

An employee who exhausts FMLA and/or ADA leave time is responsible for 100% of insurance premiums at the end of the FMLA and/or ADA leave. Employees should use all available paid leave days before entering lost pay status. However, sick time can only be used when a family member or employee is ill. An employee on a personal leave of absence is responsible for 100% of premiums on the first day of the month that the leave begins.

If an employee is in an unpaid status while on leave when new balances are added, the paid time (sick and personal time) will not be added until the employee returns to active employment. All paid time will be prorated upon the return-to-work date, and paid time will not accrue while the employee is on leave in an unpaid status.

Teachers should request time off in half-day or full-day increments.

BEREAVEMENT LEAVE

Bereavement leave will be granted without loss of compensation and will not be charged against sick leave. These days do not accumulate from year to year. Bereavement leave may be taken following the death of a specified relative listed below, and/or to attend the funeral of a specified relative listed below. All bereavement leave must be taken within ninety (90) calendar days of the date of death and do not have to be consecutive days (if HR is notified in advance and prior permission is obtained within ten (10) days of the death in the family – i.e., a memorial service scheduled at a predetermined date in the future) and cannot exceed the total listed below for the death of a particular specified relative. In situations where an immediate family member is dying of a terminal illness, the employee may request the bereavement time in advance, if the request is in writing, documented, and approved by the HR Director. If the employee uses bereavement time in advance and/or after the death of an immediate family member, the total time cannot exceed the time designated.

When there is a death in the immediate family, up to five (5) days of bereavement leave may be granted. Immediate family in this section includes spouse, domestic partner (with supporting documentation on file in HR), child (including unborn and expected), grandchild, parent, grandparent, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and a relative or legal dependent living with the employee.

a. Five (5) regularly scheduled workdays of paid bereavement leave for the loss of a stillborn child after 20 weeks of pregnancy, as defined by IC 16-18-2-341.
b. Two (2) regularly scheduled workdays of paid bereavement leave for a miscarriage occurring withing first 20 weeks of pregnancy.
c. A reproductive loss event can be document by a physician confirmed pregnancy resulting in "miscarriage" or "stillbirth" by the employee or employee's spouse.

Bereavement leave for the death of a relative by marriage or through co-parenthood beyond those listed above, including the employee's children's grandparents, shall be granted not to exceed two (2) days. Bereavement leave for the death of an aunt, uncle, niece, nephew, or cousin related within the family or by marriage shall be granted for one (1) day.

Bereavement leave will be granted without loss of compensation and will not be charged against sick leave. These days do not accumulate from year to year. Bereavement leave may be taken following the death of a specified relative listed below and/or to attend the funeral of a specified relative listed below. All bereavement leave must be taken within ninety (90) calendar days of the date of death and do not have to be consecutive days (if HR is notified in advance and prior permission is obtained within ten (10) days of the death in the family – i.e., a memorial service scheduled at a predetermined date in the future) and cannot exceed the total listed below for the death of a particular specified relative. When returning from bereavement leave, a Teacher is expected to provide an obituary for inclusion in the personnel file for payment documentation for bereavement leave. HR will require documentation for bereavement time granted if more than ten (10 days from the date of death). Bereavement time will be approved up to 90 days after the date of death in these circumstances.

When a death occurs in the immediate family, up to five (5) days of bereavement leave may be granted. Immediate family in this section includes spouse, domestic partner (with supporting documentation on file in HR), child, grandchild, parent, grandparent, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and a relative or legal dependent living with the Teacher.

Bereavement leave for the death of a relative by marriage or through co-parenthood beyond those listed above, including the Teacher's children's grandparents, shall be granted not to exceed two (2) days. Bereavement leave for the death of an aunt, uncle, niece, nephew, or cousin within the family or by marriage shall be granted for one (1) day.

In the case of the death of a co-worker or a student, arrangements to attend the bereavement services will be determined by the Superintendent's designee.

Under extenuating circumstances, arrangements for additional bereavement leave, especially in cases in which extensive travel is required, may be approved upon written request to the HR Director and Building Principal with final approval by the Superintendent. Documentation will be required. The Teacher should request any additional bereavement leave before the actual leave time is taken, and the additional time will be charged against the Teacher's available sick leave.

MILITARY LEAVE

In the absence of a military draft, the military leave will be available to a Teacher who must fulfill an annual tour of military reserve training duty (short-term military leave defined as leaves not exceeding fifteen (15) consecutive or nonconsecutive working days in any calendar year). For a Teacher on short-term military leave, the district will make up the difference between the Teacher's regular pay and military pay rate if the military pay is less than the regular pay for the period involved. The Teacher must present proof of military pay for the district to reconcile the difference. A Teacher on short-term military leave must return to work on the first regularly scheduled shift after the end of the training, allowing for reasonable travel time.

In addition, a Teacher who enlists for a tour of military duty or is required to serve as defined as long-term military leave, greater than fifteen (15) days leave, will be entitled to only such reinstatement rights as required by law. Procedures regarding leave without pay and separation from service to understand reemployment rights will be required unless mandated differently by federal law.

For additional information regarding military leave, visit the website:
https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/FMLA_Military_Guide_ENGLISH.pdf

PREGNANCY LEAVE

The District will grant leave to a pregnant employee as outlined in this section.

1. A pregnant employee may continue in active employment as late into the pregnancy as the employee desires if they can fulfill the requirements of their position.

2. A pregnant employee may use available sick leave time for any medically related absences during the pregnancy.

3. A non-substitute/non-temporary employee who is pregnant is entitled to a leave of absence at any time between the commencement of their pregnancy and the child's birth, provided documentation for time off is supported by FMLA or ADA rules guidelines. Such leave, except in the case of medical necessity, will be unpaid leave. Such requests should be made at least thirty (30) days before the date the employee desires to start their leave and include the leave length. If the pregnancy causes a medical emergency, the employee shall be granted a leave immediately upon their request and certification of the emergency from an attending physician.

4. An employee granted such a leave will be returned to the same assignment or comparable and equal in pay and benefits as determined by the administration.

5. Upon the child's birth, an employee on pregnancy leave is entitled to maternity leave and maternity benefits outlined in the Maternity Leave section.

6. The leave will be consistent with and shall not interfere with any employee's rights under the Family Medical Leave Act (FMLA).

The following policy provisions support mothers who want to express breast milk at work.

- Departments are to provide a location, where an employee can express breast milk in privatively to the extent reasonable possible. The location can be a room designated just for this purpose, the employee's

private office, a private office not in use, or any area other than a bathroom where the employee can have privacy from others.

- Departments are to ensure the availability of cold storage space as reasonably practicable. The employee may provide her own portable cold storage device or access a refrigerator in the department or building.
- The time needed to express milk is paid time and should be reasonable, given student oversight or needs. The expectation is that the employee can express milk during meal breaks. Supervisors are encouraged to grant reasonable, flexible scheduling to accommodate the need if additional time is needed.

MATERNITY LEAVE AND MATERNITY BENEFITS

Maternity leave (utilizing sick leave or unpaid time off) and **maternity benefit** (paid time off) for those with a regular work schedule (non-substitute) will be defined as follows below. An employee must be in a paid status for at least 90 days to receive the Maternity Leave benefit.

1. Upon the birth of a child, the mother, an employee, shall be granted ten (10) consecutive paid days of **maternity benefit**. These days will not be charged against the employee's available sick leave and shall commence on the first workday following the child's birth.

2. **Maternity leave** utilizes the employee's available sick leave time after the ten (10) paid days described in section 1. **Maternity leave** using paid time will not extend beyond eight (8) consecutive weeks following the day after the child's birth. During maternity leave, an employee must use paid time (except saving up to five (5) paid leave days) before going into an unpaid leave time. An employee may take any available personal leave, with prior approval, after maternity leave is exhausted.

3. If the employee is medically disabled, as verified by a physician's statement, beyond the eight (8) weeks, the employee may use more of their available sick leave time to cover the period of the disability.

4. Uncompensated leave may begin at any point after the commencement of the teacher's pregnancy and continue for up to one (1) year following the birth of the child. The employee granted such leave shall have the option to apply and pay 100% of the premium to maintain the current insurance in which the employee was enrolled at the time of the request after exhaustion of FMLA. An employee on uncompensated leave must return within one (1) year following the child's birth. * The return date may be adjusted beyond the child's first birthday to the first day of the next grading period. An employee must pay all back premiums for the time in an unpaid status no later than the exhaustion of FMLA leave. Premium payment at 100% will begin on the first month following 12 weeks of an approved FMLA leave or accommodation for maternity leave.

The employee's supervisor and HR must approve a request for uncompensated (extended) maternity leave over and above medical leave approval (but not to exceed one (1) year following the birth of the child). The employee must complete an extended maternity leave request form and provide it to their supervisor before the end of approved family medical or maternity leave for those not qualifying for FML. The employee will be considered for a similar position upon returning to work.

*This leave will be consistent with and shall not interfere with any employee's rights under the FMLA.

PATERNITY LEAVE AND PATERNITY BENEFIT

Paternity leave (utilizing sick leave or unpaid time off) and **paternity benefit** (paid time off) for those with a regular work schedule (non-substitute) will be defined as follows below. An employee must be in a paid status for at least 90 days to receive the Paternity Leave benefit.

1. Upon the child's birth, the parent who is an employee shall be granted ten (10) consecutive paid days of **paternity benefit**. This leave will not be charged against the employee's available sick leave and shall commence on the first workday following the child's birth.

2. Uncompensated **paternity leave** may continue for up to one (1) year following the child's birth. The employee granted such leave shall have the option to apply and pay 100% of the premium to maintain the current insurance in which he was enrolled at the time of the request. An employee on uncompensated leave must return within one (1) year following the child's birth. * The return date may be adjusted beyond the child's first birthday to the first day of the next grading period.

*This leave will be consistent with and shall not interfere with any employee's rights under the FMLA.

ADOPTION/FOSTER PARENTAL LEAVE AND ADOPTION/FOSTER PARENTAL BENEFIT

Adoption/Foster leave (utilizing sick leave or unpaid time off) and **adoption/foster benefit** (paid time off) will be defined below for those with a regular work schedule. An employee must be in a paid status for at least 90 days to receive the Adoption/Foster benefit.

1. Upon the child's placement for adoption/foster care, the parent(s) who is an employee shall be granted ten (10) consecutive paid days of **adoption/foster care benefit**. This leave will not be charged against the employee's available sick leave and shall commence on the first workday following the child's placement.

2. **Adoption/foster leave** utilizes the employee's available sick leave time, and a**doption/foster leave** may not extend beyond eight (8) consecutive weeks following the child's placement. During adoption/foster leave, the employee must use paid time before taking unpaid leave.

   If both parents of the adopted/fostered child are employees of the District, both parents may qualify for the adoption/foster benefit. However, only one parent may use the paid eight (8) week adoption/foster leave.

3. Parents may use FMLA leave when a child is first placed with them for adoption or foster care and to bond with their newly placed child. An employee's entitlement to leave for adoption or foster care ends at the end of the 12 months beginning on the placement date. Employees may also use FMLA leave before the actual placement or adoption of a child in situations where the employee may be required to; 1) attend counseling sessions, 2) appear in court, 3) consult with the attorney or doctor(s) representing the birth parents, 4) submit to a physical examination, or 5) travel to another country to complete an adoption.

4. For FMLA purposes, adoption means legally and permanently assuming the responsibility of raising a child as one's own. Foster care, for FMLA purposes, is 24-hour care for children in substitution for, and away from, their parents or guardians. Children are placed in foster care by or with the agreement of the State, and foster care involves an agreement between the State and foster family that the foster family will take care of the child.

Neither a minimum period for the foster care placement nor a permanent placement is required for the employee to qualify for FMLA leave for the placement.

5. Uncompensated leave may continue for up to one (1) year following the child's placement. The employee granted such leave shall have the option to apply and pay 100% of the premium after the 12 weeks of approved FML to maintain the current insurance in which the employee was enrolled at the time of the request. An employee on uncompensated leave is required to return within one (1) year following the child's placement. * The return date may be adjusted beyond one (1) year to the first day of the next grading period.

*This leave shall be consistent with and shall not interfere with any employee's rights under the FMLA.

FAMILY AND MEDICAL LEAVE

The District will allow eligible employees to take leave for the following qualifying events in accordance with the Family and Medical Leave Act ("FMLA") of 1993, as amended. 29 CFR §825.100(a):

1. Up to 12 workweeks of leave in a 12-month period for the following qualifying events:
    a. Birth of a child;
    b. Placement of a child for adoption or foster care;
    c. For the care of a spouse, child, or parent who has a serious health condition;
    d. The serious health condition of the employee which prevents the employee from performing the essential job functions of their job;
    e. Because of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty or called to covered active duty 29 CFR §825.200;

2. Up to 26 workweeks in a single 12-month period for the care of a covered servicemember with a serious injury or illness. 29 CFR § 825.127

The District is prohibited from interfering with the exercise of rights under the FMLA and retaliating against individuals for using FMLA leave.

When an employee exhausts the limit of FMLA leave days, they will be responsible for the full cost of insurance premiums at the end of the month of the leave.

Limits on Leave

1. **Generally**
   Under no circumstances can the amount of leave taken during a 12-month period exceed 12 workweeks unless the leave is to care for a covered service member (see Section XI).

2. **Parenting Leave for a Newborn, Adopted, or Foster Child**
   A husband and wife who are eligible for FMLA and are both employed by the District are limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken to care for employees' newborn, adopted, or foster child. Parenting leave for a newborn, adopted, or foster child cannot be taken intermittently or on a reduced schedule without the approval of the District. 29 CFR §825.202(c)

   Eligible employees may take FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement or foster care to proceed. Permissible absences include, but are not limited

to, the employee attending a required counseling session, appearing in court, consulting with their attorney or the doctor(s) representing the birth parent submitting to physical examinations, or traveling to another country to complete an adoption.

Definitions Applicable to All FMLA Leave

1. **"1250 hours of work"** means actual work hours and does not include holidays, time spent in paid or unpaid leave, vacation leave, sick leave, or personal leave, compensatory time off, time spent receiving benefits under the Long-Term Disability Plan or time during the elimination period prior to receiving benefits under the Disability Plan. In determining whether a veteran meets this requirement, the hours that were worked for the District should be combined with the hours that would have been worked during the twelve months prior to the start of FMLA leave but for the military service. The District has the burden to demonstrate through documentation or other means, that a full-time employee for whom the District generally does not keep accurate records of hours has not worked the requisite 1250 hours to be eligible for FMLA leave. 29 CFR §825.110(c)(1) & (2)

2. **"12-month period"** means a "rolling" 12-month period. Thus, in determining the amount of FMLA leave available to a particular employee, the District will subtract the leave taken by the employee during the immediately preceding 12 months from the 12 weeks of FMLA qualified leave granted to the Eligible Employee.

3. **"Child"** (i.e., son or daughter) means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18) or age eighteen (18) or older and "incapable of self-care" because of a mental or physical disability, at the time the FMLA leave is to commence. 29 CFR 825.122(d)

4. **"Eligible Employee"** means an employee who has:
    a. Been employed by the District for at least twelve (12) months;
    b. The 12 months may be consecutive or non-consecutive employment with the District as long as there is a combined total of twelve (12) months without more than a seven (7) year break in service. 29 CFR §825.110(b)
    c. Worked at least 1250 hours in the twelve-month period immediately preceding the need for family-medical leave; and
    d. Not exhausted their allotment of the family-medical leave in the applicable time period. 29 CFR §825.110.

5. **"Incapacity"** means inability to work, attend school events or perform other regular daily activities due to the serious health condition, treatment thereof, or recovery therefrom. 29 CFR §825.113(b)

6. **"Instructional Employees"** are those District employees whose principal function is to teach and instruct students in class, a small group, or an individual setting. The term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides, counselors, psychologists, or curriculum specialists. 29 CFR §825.600(c)

7. **"Intermittent Leave"** means FMLA leave taken in separate blocks of time due to a single qualifying reason. 29 CFR §825.202

8. **"Health Care Provider"** means one of the following persons who may complete a Certification for Health Care Provider form and certify a serious health condition:
    a. doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the

State in which the doctor practices;

b. podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice under State law;
c. nurse practitioners, nurse-midwives, clinical social workers, and physician's assistants authorized to practice under State law and performing within the scope of their practice as defined under State law;
d. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts;
e. any health care provider recognized by the District or the District's group health plan's benefits manager; and a health care provider listed above who practices in a country other than the United States and who is authorized to practice under the laws of that country.
29 CFR §825.125

9. **"Parent"** means a biological, adoptive, or foster parent or an individual who had day-to-day responsibility for care and support of the employee when the employee was a child as defined above. In-laws do not qualify. 29 CFR §825.122

10. **"Reduced Schedule"** means a leave schedule that reduces an employee's usual number of working hours per workweek or hours per workday for a period of time. 29 CFR §825.202

11. **"Serious health condition"** means an illness, injury, impairment, or physical or mental condition that involves one of the following:
    a. Hospital Care 29 CFR §825.114
    Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
    b. Incapacity Plus Continuing Treatment 29 CFR §825.115(a)
    A period of incapacity of more than three (3) consecutive calendar days that also involves in-person treatment by a health care provider on at least one occasion within seven (7) days of the beginning of the incapacity which results in a regimen of continuing treatment under the supervision of the health care provider involving either (a) additional visit(s) required by the health care provider within thirty (30) days of the beginning of the incapacity; or (b) the prescription of medications, therapy requiring special equipment, or other treatment that can only be initiated on orders of a health care provider.
    c. Pregnancy 29 CFR §825.115(b)
    Any period of incapacity due to pregnancy or for prenatal care.
    d. Chronic Conditions Requiring Treatments 29 CFR §825.115(c)
    A chronic condition which:
        i. Requires at least two (2) visits annually for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
        ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
        iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy).

    e. Permanent/Long-term Conditions Requiring Supervision 29 CFR §825.115(d)
    A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

f. Multiple Treatments (Non-Chronic Conditions) 29 CFR §825.115(e)
Any absences to receive multiple treatments for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive days if not treated, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), and kidney disease (dialysis).

Non-eligible medical conditions include (but are not limited to): taking over-the-counter medications, bed-rest, drinking plenty of fluids, or any similar activities that can be initiated without a visit to a health care provider unless something more serious is involved. The common cold, flu, earaches, upset stomach, minor ulcers, headaches, routine dental problems, and periodontal diseases are conditions that do not qualify for family medical leave. Cosmetic treatments and plastic surgery are not serious health conditions unless inpatient hospital care is required or complications develop. 29 CFR §825.113(c) & (d)

Treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider will be covered by family medical leave. However, absence because of the employee's abuse of the substance, rather than for treatment, does not qualify for family medical leave. Treatment for substance abuse does not preclude disciplinary action in instances where the employee has violated the employer's policy against substance abuse, even during a time period of treatment covered by family medical leave. 29 CFR §825.119

Family-medical leave may not be used for short-term conditions for which treatment and recovery are brief, such as minor illnesses and outpatient surgical procedures with expected brief recuperating periods. It does not provide for the intermittent care of a child for such commonplace illnesses as colds and flu. Routine medical, dental, or vision examinations do not qualify for FMLA. 29 CFR §825.113(c) & (d)

For intermittent leave or leave on a Reduced Schedule, there must be a medical necessity for leave (as distinguished from voluntary treatments and procedures) and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. The treatment regimen and other information described in the certification of a serious health condition must meet the requirement for certification of the medical necessity of intermittent leave or leave on a reduced schedule. Employees needing intermittent leave or a reduced schedule must attempt to schedule their leave so as not to disrupt the District's operations. In addition, an employer may assign an employee to an alternative position with equivalent pay and benefits that better accommodates the employee's intermittent leave or reduced schedule due to planned medical treatment. 29 CFR §825.202

12. **"Spouse"** as defined by law, means a husband or wife.

13. An employee is **"unable to perform the functions of their position,**" where the Health Care Provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position. Additionally, an employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence of treatment. 29 CFR §825.123(a)

14. To the extent not listed herein, the District adopts the definitions of words and phrases as defined in the FMLA and its corresponding regulations.

Requests for Family Medical Leave

1. If the need for leave is foreseeable, requests must be submitted at least thirty (30) days prior to taking the leave, or if this is not possible, on the same or next business day of learning of the need for leave. Documentation supporting the need for foreseeable leave must be submitted prior to the beginning of the leave, but in no

circumstances later than fifteen (15) calendar days after notice of the need for leave. 29 CFR §825.302

2. If the need for leave is not foreseeable, requests must be submitted in accordance with general leave request policies - barring extenuating circumstances, which prevent notice by the employee, or employee's spokesperson, within that time frame. Documentation supporting the need for unforeseeable leave must be submitted no later than fifteen (15) calendar days after the beginning of the leave. 29 CFR §825.303

3. Initial requests may be oral; however, employees must complete and submit to the HR Department a written request for FMLA leave

4. Employees requesting leave for which FMLA may apply are required to provide sufficient information to the District for a determination to be made whether the absence qualifies for FMLA leave coverage. The District is responsible for designating leave as FMLA if appropriate based on the information available without regard to an employee's request to have or not have the leave so designated. 29 CFR §825.301

5. The following certifications are required to support requests for leave and must be provided, (see further explanation in Section V below):
    a. Eligible employees who apply for FMLA leave to care for an immediate family member must submit DOL Form WH-380-F; "Certification of Health Care Provider for Family Member's Serious Health Condition."
    b. Eligible employees who apply for FMLA leave for the employee's own serious health condition must submit DOL Form WH-380-E; "Certification of Health Care Provider for Employee's Serious Health Condition."
    c. Eligible employees who apply for Military Caregiver Leave must submit DOL Form WH-385; "Certification for Serious Injury or Illness of Covered Service Member- for Military Family Leave." The form may be completed by a Department of Defense (DOD) health care provider, Veterans Affairs health care provider, a DOD TRICARE network authorized private health care provider, or a DOD non-network TRICARE authorized private health care provider. Additionally, with respect to Military Caregiver Leave, the District will accept the submission of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA), in lieu of the DOL Form, for the time period specified in the ITO or ITA, if there is an immediate need for employee at the service member's bedside. The ITO or ITA submitted by the employee need not list the employee as the named recipient of the ITO/ITA, provided the employee is the spouse, parent, son, daughter or next of kin of the covered service member. If the covered service member's need for care extends beyond the expiration date specified in the ITO or ITA, the employee is responsible for submitting the DOL Form for the remainder of the employee's leave period.

6. The following documentation may be required to support requests for leave and must be provided if requested: 29 CFR §825.302(c)
    a. documentation of the qualifying exigency includes a copy of the orders for active duty and if the leave is to meet with a third party, contact information and the purpose of the meeting; 29 CFR §825.309
    b. documentation of the birth, adoption, or foster care relationship for which parenting leave is requested;
    c. documentation of family relationship(s) may be required. 29 CFR §825.122(k)

7. Leave may be taken in increments of no less than fifteen (15) minutes. 29 CFR §825.205(a)

8. Leave requested for birth, adoption, or foster care placement must be taken within one (1) year of the birth or initial placement. 29 CFR §825.120(a)(2) and 29 CFR §825.121(a)(2)

Employee Certifications and HIPAA Release

For employee certifications, the HR Department shall attach a statement of the essential functions of the employee's position for the health care provider to review. In order for the Certification Form to be considered sufficient, the health care provider must specify what function of the employee's position the employee is unable to perform so that the District can then determine whether the employee is unable to perform one (1) or more essential functions of the employee's position.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the District to support the employee's FMLA request. 29 CFR §825.307

In all instances in which certification is requested, it is the employee's responsibility to provide the District with complete and sufficient certification, and failure to do so may result in denial of FMLA leave. 29 CFR §825.307

Eligible employees who apply for FMLA to care for an immediate family member, for the employee's own serious health condition or Military Caregiver Leave may be asked to execute and provide to their health care provider a HIPAA-compliant release form if the District needs to clarify or authenticate the Certification. If the employee does not provide the necessary authorization and does not otherwise clarify the certification, then the District may deny FMLA leave. 29 CFR §825.307

If the Superintendent or designee deems a medical certification to be incomplete or insufficient, the Superintendent shall notify the employee, in writing, what information is lacking, and the employee will have seven (7) calendar days to cure the deficiency. The Superintendent or designee (not the employee's direct supervisor) may contact the certifying health care provider for clarification concerning or to authenticate the content of a medical certification provided proper privacy releases have been made. The District shall not ask the health care provider for additional information beyond that required by the certification form. 29 CFR §825.307

All of the certifications identified above must be submitted by the employee within fifteen (15) calendar days after the District provides the employee with the applicable DOL Form unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

Recertification

1. If the employee's need for FMLA leave lasts beyond a single FMLA leave year, the District may require the employee to provide a new medical certification in each new FMLA leave year. 29 CFR §825.305

2. Notwithstanding "C" below, the District may require employees to provide recertification of the medical necessity for intermittent leave every six (6) months in conjunction with an absence even if the certification is for a lifetime condition. 29 CFR §825.308(b)

3. Upon expiration of the minimum duration of a condition certified as lasting more than 30 days, the District may request recertification no more than once every thirty (30) days in conjunction with an employee's absence unless:
    a. the employee requests an extension of the leave;
    b. circumstances described by the previous certification have changed significantly (e.g., the duration of the illness, the nature of the illness, complications); or
    c. The District receives information that casts doubt upon the continuing validity of the certification.

4. Re-certifications are at the employee's expense. No second or third opinion on recertification may be required

other than the annual certification.

5. Re-certifications are not permitted for leave to care for a covered service member if the documentation is issued by Department of Defense, Veterans Administration, or TRICARE or because of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty or call to active-duty status for deployment to a foreign country.
   29 CFR §825.308

Second Opinion

The District may require a second medical opinion of an original certification by a Health Care Provider who does not regularly contract with the District. Pending receipt of the second (or third) medical opinion, an employee is provisionally entitled to FMLA benefits, including maintenance of group health benefits. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the District's established leave policies. The District must reimburse an employee or the employee's spouse, parent, or child for any reasonable "out of pocket" travel expenses incurred to obtain the second opinion. If the opinion of the employee's and the District's designated Health Care Providers differ, the District shall require the employee to obtain certification from a third Health Care Provider, again at the District's expense. This third opinion shall be final and binding. The third Health Care Provider must be designated or approved by both employee and District acting in good faith to attempt to reach an agreement. The District shall provide the employee with a copy of the second and third medical opinions upon request. 29 CFR §825.307

Use of Paid Leave

1. Any use of paid time or paid sick leave for an FMLA-qualifying absence will run concurrently with the FMLA designation.

2. The District shall designate paid or unpaid leave as FMLA within five (5) business days absent extenuating circumstances, if all the following apply:

   a. The employer has compelling information based on information provided by the employee that leave was taken for an FMLA-qualifying event; and
   b. The employee is properly notified of their FMLA rights.

3. Employees shall be required to use any available sick leave simultaneously with FMLA after exhausting any available paid time as required above and prior to use of other accrued benefit leave (vacation or personal leave but may save a combined total of five (5) days, so all paid time is not exhausted during an approved FMLA leave).

4. Employees may request to use vacation and/or personal leave simultaneously with FMLA leave for an FMLA-qualifying absence.

5. FMLA leave may run concurrently with Workers' Compensation if the absence qualifies for both programs.
6. The employee shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

7. Whether FMLA leave is paid, unpaid, or a combination, the limits in Section II apply.

Intermittent Use of FMLA

1. Employees are entitled to take intermittent leave for the employee's serious health condition or due to the serious health condition of a parent, spouse, or child, or to care for a covered service member or because of a qualifying exigency. 29 CFR §825.202

2. To be entitled to intermittent leave, the employee must submit certification to establish the medical necessity of the leave (e.g., periodic testing and treatments) and work with the District to determine a schedule of treatments that causes the least disruption to operations subject to the approval of the health care provider. The District may consider a temporary transfer to an alternative, comparable position which better accommodates the intermittent leave or reduced schedule for planned medical treatment.

3. The District may grant employees intermittent leave or a reduced work schedule for the birth or placement of a child if operational needs allow such intermittent leave or a reduced work schedule. Such leaves/schedule must be discussed and agreed upon by the employee and the District prior to the commencement of such leave/schedule.

4. When planning medical treatment, the employee must consult with the District and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the Health Care Provider. 29 CFR §825.302(e)

Provisions Specific to Instructional Employees

1. **Leave for More than 20% of Working Days During Leave Period**
   If an Instructional Employee needs intermittent leave or leave on a reduced schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the District may require the Instructional Employee to choose either to:
   a. Take leave for a period or period of a particular duration, not greater than the duration of the planned treatment; or
   b. Transfer temporarily to an available position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the Instructional Employee's regular position. 29 CFR §825.601

2. **Limitations on Leave Near the End of a Semester**
   Any leave or return from leave by instructional employees during the last five (5) weeks of a semester shall be reviewed individually by the Superintendent to minimize disruption to the students' program.

MILITARY FAMILY LEAVE ENTITLEMENT

1. **Military Caregiver Leave**

   Eligible employees may take up to twenty-six (26) weeks of unpaid FMLA leave, in a "single 12-month period," to care for a covered service member with a serious injury or illness. The "single 12-month period" begins on the first day the eligible employee takes Military Caregiver Leave and ends twelve (12) months after that date. If the employee does not use their entire twenty-six (26) workweeks leave entitlement during the "single 12-month period" of leave, the remaining workweeks of leave are forfeited. 29 CFR § 825.127

For purposes of Military Caregiver Leave, the covered service member may be a member of either the Regular Armed Forces or the National Guard/Reserves. Former members, including retired members, of the Regular Armed Forces or the National Guard/Reserves, and those service members on the permanent disability retired list, are not covered service members. 29 CFR § 825.127(b)

The term "next of kin" means the service member's nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the covered service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave under the FMLA, in which case the designated individual shall be deemed to be the covered service member's next of kin. All family members sharing the closest level of familial relationship to the covered service member are considered the covered service member's next of kin, unless the covered service member has specifically designated an individual as their next of kin for Military Caregiver Leave purposes. While an eligible employee may care for more than one (1) seriously injured or ill covered service member at the same time, the employee may not take more than twenty-six (26) workweeks of leave during each "single 12- month period." 29 CFR § 825.127(d)

Military Caregiver Leave is a "per-service member, per-injury" entitlement. Therefore, an eligible employee may take twenty-six (26) workweeks of leave to care for one (1) covered service member in a "single 12-month period," and then take another twenty-six (26) workweeks of leave in a different "single 12-month period" to care for another covered service member or to care for the same service member with a subsequent serious injury or illness (e.g., if the service member is returned to active duty and suffers another injury). Additionally, an eligible employee could take FMLA leave, after the end of the "single 12-month period" for Military Caregiver Leave, to care for a covered service member if the member is a qualifying family member under non-military FMLA and s/he has a serious health condition. 29 CFR § 825.127(e)

2. **Qualifying Exigency Leave**

Eligible employees may take up to twelve (12) weeks of unpaid FMLA leave for any of the following qualifying exigencies that are related to the fact that the employee's spouse, son, daughter or parent is on active duty, or has been notified of an impending call or order to active duty to support a contingency operation:

a. Issues arising from a covered military member's short-notice deployment (i.e., deployment on seven (7) or less calendar days of notice) for a period of seven (7) days from the date of notification.
b. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active-duty status of a covered military member.
c. Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new District or day care facility, and attending certain meetings at a District or a daycare facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member (this does not include providing child care on a routine, regular or everyday basis).
d. Making or updating financial and legal arrangements to address a covered military member's absence (e.g., preparing and executing financial and healthcare power of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System, obtaining military identification cards, or preparing or updating a will or living trust).

e. Attending counseling provided by someone other than a healthcare provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active-duty status of the covered military member.
f. Taking up to five (5) days of leave to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the deployment.
g. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered military member's active-duty status, and addressing issues arising from the death of a covered military member.
h. Parental care, of a parent of the military member who is incapable of self-care, and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative care for a parent, to provide care on a non-routine, urgent, immediate need basis to a parent, admitting or transferring a parent in a new care facility, and attending certain meetings with staff at a care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member (this does not include providing parental care on a routine, regular or everyday basis).
i. Any other event that the employee and the District agree is a qualifying exigency.

Eligible employees who apply for FMLA leave for Qualifying Exigency Leave must submit DOL Form WH-384; "Certification of Qualifying Exigency for Military Family Leave." Specifically, the first time the employee requests Qualifying Exigency Leave, the employee must provide a copy of the covered military member's active-duty orders or other documentation issued by the military that indicates that the covered military member is on active duty or call to active-duty status in support of a contingency operation, and the dates of the covered military member's active-duty service. Additionally, each time that the employee requests leave for one of the above-listed qualifying exigencies, the employee must certify the exigency necessitating leave. Such certification supporting leave for a qualifying exigency includes:

1. appropriate facts supporting the need for leave, including any available written documentation supporting the request;
2. the date on which the qualifying exigency commenced or will commence and the end date;
3. where leave will be needed on an intermittent basis, the frequency and duration of the qualifying exigency; and
4. appropriate contact information if the exigency involves meeting with a third party.

Employees are advised that if the qualifying exigency involves a meeting with a third party, the Superintendent or designee may verify the schedule and purpose of the meeting with the third party. Also, the Superintendent or designee may contact the appropriate unit of the Department of Defense to confirm that the covered military member is on active duty or call to active-duty status.

Light Duty

Time spent performing "light duty" work does not count against an employee's FMLA leave entitlement.

District Notices to Employees

1. **Duty to Inquire**
   The District must inquire further to determine whether an absence may be covered by FMLA, in circumstances where information provided by the employee, or the employee's spokesperson if the employee is unable to provide the information personally, indicates that FMLA may be appropriate but additional information is

required for a definitive determination. 29 CFR §825.301.

2. **Notices**
   If the information included in The Employee's Rights and Responsibilities Notice changes, the Superintendent or designee will inform the employee of such changes within five (5) business days of receipt of the employee's first notice of the need for FMLA leave subsequent to any change. The Director of HR is charged with responsively answering questions from employees concerning their rights and responsibilities. 29 CFR §825.300.

   The District is responsible for designating leave as FMLA-qualifying and for giving notice of the designation to the employee. When the District has enough information to determine whether the leave is being taken for an FMLA-qualifying reason, the District must notify the employee that the leave will be designated and will be counted as FMLA leave within five (5) business days absent extenuating circumstances. 29 CFR §825.300(d).

   The District must provide the required forms and identify the fifteen (15) calendar day time limit for submission of completed forms and the consequences for failure to submit the documentation within the fifteen (15) calendar day time limit. 29 CFR §825.300. The District should provisionally designate an employee's leave as FMLA-qualifying in the interim prior to the employee's return of required certification. It is the employee's responsibility to provide the District with complete and sufficient certification. Failure to provide the required certification may result in a delay, denial of FMLA-qualifying leave, or unauthorized leave subject to disciplinary action.

   If it is not possible to provide the number of hours, days or weeks that will be counted as FMLA leave (e.g., where the leave will be unscheduled), the Superintendent or designee will provide this information upon request by the employee, but no more often than every thirty (30) days and only if leave was taken during the period. The notice of the amount of leave counted against the employee's FMLA entitlement may be oral or in writing. If such notice is oral, it shall be confirmed in writing no later than the following payday that is at least one (1) week after the oral notice. Such notice may be in any form, including a notation on the employee's pay stub. 29 CFR §825.300.

FMLA Leave and Mandatory Overtime

Employees with proper medical certification may use FMLA leave in lieu of working required overtime hours. Thus, hours that an employee would have been required to work but for the taking of FMLA leave will be counted against the employee's FMLA entitlement.

Calculating the Amount of FMLA Leave Used by an Employee

The actual workweek is the basis of leave entitlement. For example, if an employee who would otherwise work 40 hours a week takes off eight (8) hours, the employee would use one-fifth (1/5) of a week of FMLA leave.

For purposes of determining the amount of FMLA leave used by an employee, the fact that a holiday may occur within the workweek taken as FMLA has no effect; the week is counted as a week of FMLA leave. If, however, the employee is using FMLA leave in increments of less than one (1) week, the holiday will not count against the employee's FMLA leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday. Similarly, when an employee is not scheduled to work during winter, spring, or summer vacation (i.e., during a period when some or all employees are not expected to work for one (1) or more weeks), the days the employee is not scheduled to work shall not count against the employee's FMLA leave entitlement. 29 CFR 825.601

Maintenance of Employee Benefits

The same group health plan benefits provided to an employee prior to taking FMLA leave shall be maintained during the FMLA leave (e.g., if family member coverage is provided to an employee, family member coverage shall be maintained during the FMLA leave). Similarly, benefit coverage during FMLA leave for medical care, surgical care, hospital care, dental care, eye care, mental health counseling, substance abuse treatment, etc., shall be maintained during leave if provided in the District's group health plan, including a supplement to a group plan.

If an employee chooses not to retain group health plan coverage during FMLA leave, the employee will be reinstated, upon return from leave, on the same terms as prior to taking the leave, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

The District is required to continue paying the employer's portion of health insurance premiums during approved FMLA. Employees are required to continue paying the employee's portion of health insurance premiums during FMLA. Employees shall be given a thirty-day (30) grace period from the due date of their health insurance premium. Employees who fail to pay their portion of the health insurance premium within this grace period may, with fifteen (15) days' notice, be removed from their respective health insurance plan.

The District may seek reimbursement for any health insurance premiums paid on behalf of the employee if the employee fails to return to work after FMLA unless the reason for the employee failing to return to work is due to the continuation or recurrence of the serious health condition or is otherwise beyond the employee's control as defined in the FMLA.

Reinstatement

The employee is responsible for notifying the District of their intent to return or not to return to work. Employees are entitled to reinstatement to the same or similar position upon return from FMLA.

If an employee who has exhausted their entitlement to FMLA remains on leave under provisions of workers' compensation, disability plan, or as a reasonable accommodation under the Americans with Disabilities Act (ADA), the District is responsible for applying the reinstatement requirements under the applicable law or program rather than the reinstatement provisions under FML.

An employee who fraudulently obtains FMLA leave is not protected by the FMLA and is not protected by its job restoration or maintenance of health benefits provisions.

UNPAID LEAVE

Teachers who do not qualify for FMLA leave, who have exhausted FMLA leave but may still require additional unpaid leave, or who have other extenuating circumstances may require the use of an unpaid personal leave of absence. The District recognizes the importance of providing unpaid leave to employees in circumstances such as these that are beyond employees' reasonable control and therefore offers this policy. Reasonable accommodations necessary for the employee to perform the essential functions of their position (ADA accommodations) will be considered when determining whether unpaid leave requests are granted.

The District will not routinely grant unpaid personal leaves of absence. All available paid leave must be used before an employee may request additional unpaid leave, except for saving a combined total of 5 paid leave days (sick, vacation, or personal) that can be used when an employee returns from unpaid leave. The District reserves the right to grant an

unpaid personal leave of absence individually and at its sole discretion. The decision to grant an unpaid leave will be based on the length of requested leave, the employee's length of service, the employee's past job performance, the overall operational needs of the District, and whether the leave request is based on unforeseen circumstances such as an employee's extended illness. The district will continue to pay the premium for basic life and long-term disability during the approved leave.

The employee will complete an electronic Unpaid Leave Request Form when requesting leave that falls into this category. If the employee's leave is not approved, the employee will be expected to resign voluntarily because the employee is unwilling or unable to fulfill the attendance requirements of the position, even with reasonable accommodation. Employees who document the need for time off for their or their family member's chronic health condition will be granted a leave not to exceed eight (8) weeks of time off. Employees who cannot return to work at the end of the eight (8) week accommodation will have their employment terminated and be responsible for 100% of their premiums after eight (8) weeks.

A teacher who is rated as either highly effective or effective may apply for uncompensated leave, not to exceed one year, for:

a. Personal Illness
b. Caring for members of the immediate family who are ill, which includes children, spouse, domestic partner, or parent
c. Serving in public office
d. Participation in professional growth activities other than being employed by another educational institution.

A teacher granted such leave shall have the right to maintain at their expense all insurance benefits for which the teacher was enrolled at the time of the request. At the end of the leave, the teacher will return to a comparable assignment determined by the Superintendent, provided a vacancy in the District meets the licensure and building needs.

MOONLIGHTING

Employees are prohibited from outside employment and other such commitments while on paid or unpaid leave without prior approval from the Human Resources department.

RETIREMENT

RETIREMENT OVERVIEW

Teachers may continue to participate in the health, dental and vision programs offered by Perry Township Schools, provided the teacher: (a) is eligible for early retiree coverage under Indiana Code § 5-10-8-2.6; (b) is enrolled in coverage at the time of retirement or within ninety (90) days of the last day worked; and (c) pays one hundred percent (100%) of the premium as prescribed by Perry Township Schools.

The early retiree may elect to enroll his/her spouse in the health, dental and vision coverages at the time of retirement, or within ninety (90) days, if s/he is not already enrolled. Any non-spousal dependents must already be enrolled at the time of retirement.

The retiree's eligibility to participate in the Hoosier School Benefit Trust will terminate upon the date s/he becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq. The spouse's eligibility to participate in the HSBT will terminate upon the date that s/he becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq., provided that the retiree is still living. However, a retiree and their spouse are eligible for COBRA coverage after age 65 and will receive a notice informing them of their rights to continued coverage as a qualifying event.

If the retiree dies prior to the date that the spouse becomes eligible for Medicare coverage, the spouse will be eligible to participate in the HSBT until the earliest of: (a) the date that s/he becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq.; (b) two years after the date of the retiree's death; or (c) the date s/he remarries.

Coverage for other dependents will terminate upon the earliest of: (a) the date the dependent no longer satisfies the definition of "Dependent" established by the HSBT; (b) the date the retiree's coverage terminates; or (c) the date the dependent becomes eligible for Medicare or another employer-sponsored medical plan. Verification of dependent status may be required at any time.

Notwithstanding the foregoing, coverage for the retiree and any dependents will terminate immediately if the retiree fails to pay his/her premiums in a timely manner. In addition, if the school corporation withdraws from the HSBT, or withdraws the class of employees from the HSBT to which the retiree was included when employed, coverage for the retiree and any dependents will terminate.

Retired members who are Medicare eligible and no longer covered by the Hoosier School Benefit HSBT medical plan will not be eligible to be covered under the vision or dental plans. Dental and vision coverage are eligible to be stand-alone products but will terminate at the end of the month the retired Employee or Spouse are Medicare eligible. However, a retiree and their spouse are eligible for COBRA coverage after age 65 and will receive a notice informing them of their rights to continued coverage as a qualifying event.

Teachers may be eligible for life insurance and long-term care insurance to the extent provided by the insurance providers. Basic life insurance is available until the end of the month when the covered employee turns age 65. At that time, the policyholder is eligible for a whole-life conversion policy. Supplemental life insurance is paid directly to the carrier at the time of retirement with a reduced benefit at age 70 through a conversion policy. Long-term care insurance must be paid directly to the provider at the time of retirement.

Teachers must consult INPRS rules to determine retirement eligibility with INPRS, as vesting and benefits are determined by the number of years of service in conjunction with an employee's age.

Eligibility:

1. At the time of retirement, the teacher must be under contract or on approved leave with the District.

2. The teacher must be at least fifty-five (55) years of age.

3. To qualify, the teacher must have at least ten (10) years of experience in Perry Township Schools.

Notification:

1. A teacher applying for Regular Retirement must notify their building Administrator or designee in writing of their intention to retire by May 1st of the calendar year of retirement.

2. The District may waive this stipulation for health reasons or other emergencies.

3. Retirement shall generally be submitted for the end of a school term/employment contract year unless mutually agreed upon by both the District and the teacher. The District appreciates early notice to allow recruitment for a replacement to begin at the time of the retirement notice.

Retirement Benefits:

Teachers who retire may continue to participate in the health, dental, vision, long-term care, and life insurance programs offered by the District provided the Teacher pays one hundred percent (100%) of the premium as prescribed by the District. Eligibility for these insurance benefits continues until Medicare eligibility for health, dental, and vision until age 65 and age 70 for term life insurance. However, a retiree and their spouse are eligible for COBRA coverage after age 65 and will receive a notice informing them of their rights to continued coverage as a qualifying event. A retiree may change plans in accordance with HSBT guidelines. Re-enrollment is not allowed once a retiree waives coverage.

1. Spousal carve-out will follow HSBT guidelines.

2. The retiree will contribute one-half (1/2) of the premiums due by July 1st of each year and the remaining one-half (1/2) of the premiums due by January 1st of the following year.

3. On the first (1st) day of the month of the retiree's eligibility for Medicare or on the first (1st) day of the month following the retiree's death, or on the first (1st) day of the month of the retiree's spouse's eligibility for Medicare, the health benefit will cease for that particular person but will remain in effect for the other party until the first (1st) day of the month of particular person's eligibility for Medicare.

4. The term life insurance benefit will remain in effect until the end of the month of the retiree's sixty-fifth (65th) birthday. The accidental death and dismemberment benefit of the term life insurance policy does not continue after retirement. The supplemental term life insurance may continue at the retiree's expense until the retiree's seventieth (70th) birthday.

5. Until the retiree reaches the age of Medicare eligibility, retirees may remain on the same dental and vision programs they were on at the time of retirement. Retirees will pay the total premium for these programs.

6. Retirees may remain on the long-term care program they were on at the time of retirement. Retirees will pay the total premium for this program to the vendor. This benefit is no longer offered to teachers hired after June 30, 2019.

Sick Time Remuneration at Retirement:

Sick time benefits will be paid only one (1) time to a given individual when retiring from the District.

1. Teachers who were hired in or prior to the 1987-1988 school year (sixteen (16) or more years of teaching experience before the beginning of the 2004-2005 school year) qualify for the following benefits:

    a. the 401(a) Buy-out Program, and

b. a $2,000 lump sum severance benefit for INPRS calculations at retirement if the retiree has at least sixty (60) accumulated sick leave days.

2. Teachers who had fewer than sixteen (16) years of experience before the beginning of the 2004-2005 school year:

    a. qualify for the 401(a) Buy-out Program account but do not receive any sick time remuneration at retirement.

3. Teachers who began service with the District after the 2004-2005 school year and beyond do not receive any sick time benefit at retirement. The HRA account was established in lieu of sick time payout at time of retirement.

DEFERRED COMPENSATION ACCOUNTS

The term "deferred compensation accounts" refers to 401(a) accounts, 403(b) accounts, 457 accounts, and HRA accounts as defined by the Internal Revenue Service.

401(a) PLAN

1. The District will contribute seven (7%) of the base salary to the 401(a) Deferred Compensation Plan for Teachers with at least twenty-three (23) but less than thirty-seven (37) years of experience for the 2011-2012 school year.

2. The District will contribute six percent (6%) of the base salary to the 401(a) Deferred Compensation Plan for Teachers with less than twenty-three (23) years of experience for the 2011-2012 school year.

3. Contributions by the District to the 401(a) Deferred Compensation Plan shall be 100% vested after five (5) total continuous years of service with the District. A year is defined as 120 days per school year.

403(b) and 457(b) PLANS

Teachers may participate in the District's 403(b) and 457(b) plan offerings. The Teachers make all contributions to these plans with the Teacher's contributions. Teachers may enroll or withdraw from the plan at any time.

HRA PLAN

Establishment and Maintenance of HRA Account:

a. Effective with the starting date of the 2004-2005 school year, the District will establish an HRA (Health Retirement Account) for each Teacher who did not qualify for unreduced INPRS retirement benefits prior to the start of the 2004-2005 school year.

b. The District will provide oversight for the plan in accordance with IRS rules.

The District will contribute annually to the Teacher's HRA account an amount equivalent to one percent (1%) of the base salary for any Teacher with fewer than sixteen (16) years of experience prior to the start of the 2004-2005 school year and all new hires starting 2004-2005 or thereafter.

HRA Account Access: The Teacher will have access to the assets of their account upon retirement from the District, provided that said Teacher has reached the age of fifty-five (55) years and has completed a minimum of ten (10) consecutive years of service in the District.

Following Internal Revenue Code 501(c)(9) and any other applicable federal and state laws, the Teacher may use the HRA account to purchase health insurance, health services, health products, and/or any other legally allowed items and services.

The Teacher may use their HRA account assets to purchase insurance through the District's plan provider(s) at the then-current group plan rate(s), provided the Teacher pays one hundred percent (100%) of the premium for each plan chosen.

Upon the death of the Teacher, any assets remaining in the HRA account shall be distributed according to the Plan Document.

Appendix A

PERRY TOWNSHIP SCHOOLS

APPLICATION FOR APPROVAL OF PROFESSIONAL TRAVEL (Revised effective 2027-01-01)

Name: _____ School: _____

In compliance with Article II, Section 10, of the current ratified Agreement between the Board and the Association; I hereby request professional travel and professional leave as follows:

Name of conference and sponsoring organization: _____

Purpose or scope of the meeting: _____

_____

Date(s) of meeting: _____ Place of Meeting: _____

Furthermore, I request that the School Corporation directly pay, or reimburse, my expenses for the reasonable costs of this activity. I understand that the cost for this meeting, that cannot be invoiced to the Corporation or paid with a Corporation issued credit card, must be paid by me. I also understand that reimbursement, not to exceed the approved cost, will be paid to me after the meeting and after I have filed a properly completed claim, Form 523, to the PTEC Business Office. Receipts for all expenses, including travel and lodging, as well as any other requested documentation verifying actual cost must be presented with the claim with the exception of meals covered by the per diem.

*** Lodging and Per Diem amounts are only permitted for travel beyond 50 miles (one-way) where overnight stay is included.**
**** Travel must be fully approved in advance. You must check with your principal to ensure timeliness to meet approval requirement.**

Please itemize below what you anticipate to be the reasonable cost of this activity.

ITEM	Estimated Costs	ACCOUNT NUMBER (Account number(s) for each category must be supplied by the Principal or administrator of the fund)
Registration Fee(s)	$	
Travel (Airfare, Mileage, etc…)	$	
Luggage Fees (if applicable)	$	
Lodging	$	
Meals: $75 per diem per day. This does *not* apply if meals are provided. (receipts are not required for per diem)	___Breakfast(s) @ $20 = $_____ ___Lunch(s) @ $22 = $_____ ___Dinner(s) @ $33 = $_____ TOTAL = $_____	
Ground Transport (shuttle, cab, etc.) Specify:_____	$	
Other (parking, etc.) Specify:_____	$	
Total Estimated Cost	$	

The itemized list of anticipated costs must be submitted at the time of application for professional travel/leave. The principal/administrator will indicate at the time of approval the level of funding to be approved. I fully understand and acknowledge all procedures and allowable travel costs as outlined in the Perry Township Schools Travel Document.

Signature of Employee (required): _____ Date of Request: _____

(The employee is to submit this application to the building principal after completion.)

FOR PRINCIPAL / ADMINISTRATOR USE ONLY

The principal is to route this form to the appropriate Associate Superintendent, Assistant Superintendent, or the Chief Financial Officer, after completing this section.

Request Approved: YES_____ (or) NO _____	Signature: _____ Date: _____

For Signature of Superintendent. Associate Superintendent, Assistant Superintendent, or the Chief Financial Officer.

After approval please route this form to the **PTEC Business Office.**

Request Approved: YES_____ (or) NO _____	Signature: _____ Date: _____

FOR PTEC BUSINESS OFFICE USE ONLY

The account(s) indicated has unencumbered appropriation at this time to meet the funding approved?	____ Yes ____ No	Signature: _____ Date: _____

Appendix B

PERRY TOWNSHIP SCHOOLS

LEAVE REQUEST FORM

This form is to be used as defined in the Agreement between the Board and the Association. Such leaves shall be granted by the principal, subject to the approval of the Superintendent or his/her designee, in accordance with state law, the current ratified Agreement between the Board and the Association, and the opinion of the Attorney General.

Employee – (Printed) _____ Date of Request_____ _____

Employee Signature _____ Building location_____ _____

1. PERSONAL BUSINESS

In accordance with the current ratified Agreement between the Board and the Association, a leave of not more than five (5) days shall be granted to conduct such business affairs. Refer to Article IV, Section 2 of the Agreement. It is anticipated that these days will be used with discretion as the law intended.

*Date/Dates I must be absent*_____ _____

2. FAMILY ILLNESS

A maximum of (10) days per year of a teacher's available accumulated sick leave days may be used as Family illness days. (A teacher may, if needed, make a request to the Superintendent for additional family illness leave days, which shall, if granted, also be deducted from the teacher's available accumulated sick days.) The teacher shall check below the appropriate box to specify his/her relationship to the family member for whom the family illness leave is being requested:

Check the appropriate box.

☐ Spouse	☐ Child	☐ Mother	☐ Father
☐ Sister	☐ Brother	☐ Grandparent	☐ Grandchild
☐ Mother-in-law	☐ Father-in-law	☐ Daughter-in-law	☐ Son-in-law
☐ Sister-in-law	☐ Brother-in-law	☐ other relative or dependent living within the household of the employee	(include domestic partner)

Date(s) absent:_____ _____

3.VISITATION

*In compliance with Article IV, Section 16, of the current ratified Agreement between the Board and the Association. **I** hereby **request permission to** use the one (1) allowable teacher visitation day to*

1. **Visit an outstanding teacher**. DATE: _____
   Name of teacher I will visit: _____
   Name of teacher's school: _____
   Address of teacher's school: _____
2. **Attend a professional** (check one) ☐ **conference**, ☐ **meeting, or** ☐ **workshop**.
   Name of activity: _____
   Place of activity: _____

Date of visitation/activity: _____

The employee shall pay his/her own expenses except for the substitute teacher's salary. **This application must be filed and approved at least one (1) week before the date of visitation/attendance. The principal is to route this form to the Superintendent after completion.**

_____
(Signature of Superintendent or designee approving request)

Signature of Principal _____ **Date** _____

Appendix C

Perry Township Schools
6548 Orinoco Avenue
Indianapolis, IN 46227

ASSOCIATION LEAVE REQUEST *

This form is to be used for leave for an officer of the Perry Education Association (PEA) as defined in the Agreement between the Board and the Association. Such leaves will be granted in accordance with state law and the current ratified Agreement between the Board and the Association.

PEA Officer _____ School _____
(Print or type name)

_____ Date _____
(Signature of PEA officer)

PEA Officer's Position:

- ☐ President
- ☐ 1stVice-President
- ☐ 2ndVice-President
- ☐ Treasurer
- ☐ Secretary
- ☐ Negotiations Chair
- ☐ Membership Chair
- ☐ Legislative Chair
- ☐ Discussion Chair
- ☐ ISTA Board Member

Date(s) I must be absent: _____

* This form must be submitted to the building principal or their designee prior to the Leave to allow for notification of a substitute.

_____ _____
(Signature of Principal) (Signature of Superintendent of designee)

Appendix D

PERRY TOWNSHIP SCHOOLS ASSISTANCE PLAN

The Assistance Plan may be used for any teacher during the school year in order to support the teacher in his/her continued instructional effectiveness. The placement of a teacher on an Assistance plan is at the discretion of the building principal.

Procedures:

1. In the space below, the Administrator will list the deficient area(s), the problem(s), and the incident(s) and/or the situation(s) that led to the placement of the teacher on the Assistance Plan.

2. In the space below, the Administrator will describe the plan of action, the resources, and the assistance to be provided to the teacher to correct the item(s) mentioned above.

3. In the space below, the Administrator will list the required indicators for successful completion of the Assistance Plan.

4. In the space below, the Administrator will identify the timeline for review(s) and the timeline for the completion of the Assistance Plan.

Teacher Signature: _____ Date: _____

Principal's Signature: _____ Date: _____

Implementation Date/Timeline: _____

In the space below, the Administrator will provide an evaluation of the teacher's progress on the Assistance Plan.
Administrator's Comments:

Administrator's Comments and Recommendation:

- ☐ I am continuing the Assistance Plan with a revised date of conclusion.
- ☐ I am removing the teacher from the Assistance Plan. The teacher has successfully met the goals of the Assistance Plan.

Teacher Signature: _____

Principal's Signature: _____

Date of Recommendation: _____

Appendix E

PERRY TOWNSHIP SCHOOLS REMEDIATION PLAN

The Remediation Plan will be used for any teacher rated as **Ineffective**. This Remediation Plan may include Professional Growth Points that can be utilized for teacher license renewal.

Ineffective - Performance frequently exhibits weaknesses that negatively impact students and the school climate. Areas for professional growth will be identified and an improvement plan will be developed. Direct and immediate intervention is required by Teacher. (Score = 1.0 – 1.59)

The Remediation Plan may also be used for any teacher rated as **Improvement Necessary**.

Improvement Necessary - Performance typically exhibits few areas of strengths. Areas for professional growth are self-directed and administratively directed, based on refinement areas identified through the NIET Evaluation. (Score = 1.6 – 2.25)

Teacher: _____ **School: _____**

Grade/Subject: _____ **Date: _____**

Administrator: _____

Procedures:

In the space below, the Teacher will list the deficient area(s), the problem(s), and the incident(s) and/or the situation(s) that led to the placement of the teacher on the Remediation Plan.

In the space below, the Teacher will describe the plan of action, the resources, and the assistance to be provided to the teacher to correct the item(s) mentioned above.

In the space below, the Teacher will list the required indicators for successful completion of the Remediation Plan.

In the space below, the Teacher will identify the timeline for review(s) and the timeline for the completion of the Remediation Plan.

The teacher must meet the expectations of all indicators and principles as identified by the NIET Evaluation and Indiana Code.

Teacher Signature: _____ **Date: _____**

Administrator Signature: _____ **Date: _____**

Implementation Date/Timeline: _____

In the space below, the Administrator will provide an evaluation of the teacher's progress on the Remediation Plan.

Administrator's Comments:

Administrator's Comments and Recommendation:

- ☐ I am continuing the Remediation Plan with a revised date of conclusion.
- ☐ I am removing the teacher from the Remediation Plan due to the teacher's successful completion of the Remediation Plan.
- ☐ I am recommending proceeding to dismissal of the teacher's contract due to the lack of the teacher's progress on the Remediation Plan.

Teacher Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

Appendix F

Perry Township Schools

CORRECTIVE ACTION PLAN

A teacher found to have a professional deficiency in violation of other areas of IC 20-28-7.5-1 will be placed on a Corrective Action Plan.

The Administrator will inform the teacher of a meeting to which the teacher may bring a PEA representative or other representative of his/her choice. The teacher has the right to have PEA or other representation of his/her own choosing in all subsequent meetings throughout the Corrective Action Plan Process.

Perry Township Schools hereby offers this Corrective Action Plan to assist the teacher in resolving the issues identified on the Corrective Action Plan. The principal shall review with the teacher the recommendations from any Assistance Plan in place immediately preceding this Intensive Plan.

Teacher: _____ School: _____

Grade or Subject: _____ Date: _____

Principal: _____

Representative: _____

Procedures:

1. In the space below, the Administrator will list the deficient area(s), the problem(s), the incident(s), and/or the situation(s) that led to the placement of the teacher on the Corrective Action Plan.

2. In the space below, the Administrator will describe the plan of action, the resources, and the assistance to be provided to the teacher to remedy the items mentioned above.

3. In the space below, the Administrator will list the required indicators for successfully meeting the expectations of the Corrective Action Plan.

4. In the space below, the Administrator will identify the timeline for the review(s) and for meeting the expectations of the Corrective Action Plan.

   Teacher's signature: _____

   Principal's signature: _____

   Initial date of plan implementation: _____

5. In the space below, the Administrator will provide an evaluation of the teacher's progress in meeting the expectations of the Corrective Action Plan.

Principal's recommendation and comments:

- ☐ I am removing the teacher from the Corrective Action Plan.
- ☐ I am continuing the teacher's Corrective Action Plan with a revised date of conclusion.
- ☐ I am recommending the teacher for dismissal.

Teacher's signature: _____

Principal's signature: _____

Date of recommendation: _____

Appendix G: 2026-2027 School Year for 183 Day Teacher				
Pay Period	No. of Days In Reporting Period	Date of Pay 26 Pays	Comment	
Jul 27, 28, 29, 30, 31, Aug 3, 4, 5, 6, 7	10	08/21/26		1
Aug 10, 11, 12, 13, 14, 17, 18, 19, 20, 21	10	09/04/26		2
Aug 24, 25, 26, 27, 28, 31, Sep 1, 2, 3, 4	10	09/18/26		3
Sep 8, 9, 10, 11, 14, 15, 16, 17, 18	9	10/02/26	Labor Day	4
Sep 21, 22, 23, 24, 25, 28, 29, **30**, Oct 1, 2	10	10/16/26	**E-Learning day**	5
		10/30/26	Fall Break One Day	6
Oct 19, 20, 21, 22, 23, 26, 27, 28, 29, 30	10	11/13/26		7
Nov 2, 3, 4, 5, 6, 9, 10, 11, 12, 13	10	11/27/26		8
Nov 16, 17, 18, 19, 20, 23, 24	7	12/11/26	Thanksgiving 3 Days	9
Nov 30, Dec 1, 2, 3, 4, 7, 8, 9, 10, 11	10	12/24/26		10
Dec 14, 15, 16, 17, 18	4.5	01/08/27	Winter Break	11
Jan 4, 5, 6, 7, 8	5	01/22/27	Winter Break	12
Jan 11, 12, 13, 14, 15, 19, 20, 21, 22	9	02/05/27	Martin Luther King, Jr	13
Jan 25, 26, 27, 28, 29 Feb 1, 2, 3, 4, 5	10	02/19/27		14
Feb 8, 9, 10, 11, 12, 16, 17, 18, 19	9	03/05/27	Presidents' Day	15
Feb, 22, 23, 24, 25, 26 Mar 1, 2, 3, 4, 5	10	03/19/27		16
Mar 8, 9, 10, 11, 12, 15, 16, 17, 18, 19	10	04/02/27		17
		04/16/27	Spring Break One Day	18
Apr 5, 6, 7, 8, 9, 12, 13, 14, 15, 16	10	04/30/27		19
Apr 19, 20, 21, 22, 23, 26, 27, 28, 29, 30	10	05/14/27		20
May 3, 4, 5, 6, 7, 10, 11, 12, 13, 14	10	05/28/27		21
May 17, 18, 19, 20, 21, 24, 25, 26, 27, 28	9.5	06/11/27		22
		06/25/27		23
		07/09/27		24
		07/23/27		25
		08/06/27		26
Total number of days	183			

1st Semester 90.5 days
2nd Semester 92.5 days

Appendix H

Perry Township Schools

PROCEDURES FOR THE EVALUATION OF NON-ADMINISTRATIVE CERTIFIED PERSONNEL

Developed by

a

Joint Committee

Of

The Perry Education Association

and

The Perry Township Schools Administration

Introduction

This Handbook outlines the procedures and documents to be used by Perry Township Schools Teachers in evaluating all Perry Township Schools non-administrative certificated personnel. This Handbook also outlines the procedures and documents to be used by Perry Township Schools Teachers and Perry Township Schools Master Teachers in conducting and recording evaluation-related observations of all Perry Township Schools non-administrative certificated personnel. In addition to the rubrics, forms, and procedures which are to be used in the evaluation process, this Handbook will provide an overview of the evaluation process and the timelines to be used in that process.

A joint committee of the Perry Education Association (PEA) and the Perry Township Schools Administration developed these procedures and documents, and these will go into effect on July 1, 2012, for the 2012-2013 school year and subsequent school years until amended after being discussed with the PEA. The evaluation process will be an ongoing topic of Discussion between the PEA and the Perry Township Schools Administration.

Evaluators

Indiana Code (IC 20-28-11.5-1) defines an "Evaluator" as follows:

IC 20-28-11.5-1
"Evaluator"
Sec. 1. As used in this chapter, "evaluator" means an individual who conducts a staff performance evaluation. The term includes a teacher who:
(1) has clearly demonstrated a record of effective teaching over several years;
(2) is approved by the principal as qualified to evaluate under the plan; and
(3) conducts staff performance evaluations as a significant part of teacher's responsibilities. *As added by P.L.90-2011, SEC.39.*

Teachers are "evaluators" who are responsible for preparing summative evaluations, which determine employment recommendations and the amount of additional compensation, if any, to which a non-administrative certificated employee may be entitled according to the guidelines set forth in the current *Agreement between The Board of Education of Perry Township Schools and The Perry Education Association*.

Master Teachers are responsible for conducting evaluation-related observations, for meeting with staff members to provide feedback, for modeling instruction, for identifying staff professional development needs, and for conducting appropriate professional development. Master Teachers are partners with school Teachers in observing and evaluating classroom teachers; Master Teachers shall observe classroom teacher performance using the NIET Instructional Rubrics and shall conduct follow-up classroom teacher conferences. In accordance with Indiana Code (IC 20-28-11.5-5), Master Teachers shall receive "training and support in evaluation skills" for the Perry Township Schools-adopted evaluation model. Master Teachers shall participate in all NIET trainings and shall become Certified NIET Evaluators.

IC 20-28-11.5-5
Conduct of evaluations
Sec. 5. (a) The superintendent or equivalent authority, for a school corporation that does not have a superintendent, may provide for evaluations to be conducted by an external provider.
(b) An individual may evaluate a certificated employee only if the individual has received training and support in evaluation skills. *As added by P.L.90-2011, SEC.39.*

Evaluation Model

Indiana Code (IC 20-28-11.5-4) delineates the "plan components" of a school corporation's evaluation model.

Evaluators will use the **NIET (National Institute for Excellence in Teaching) Teaching and Learning Standards Rubric Evaluation Tool** (or an alternate evaluation rubric for non-classroom teachers) for the annual evaluation of non-administrative certificated personnel.

The **NIET Teaching and Learning Standards Rubric** and/or **Cluster Rubric** will be used **for Master Teachers. The NIET Teaching and Learning Standards Rubric Evaluation Tool will be used for any teacher who teaches in an instructional setting** (general education classroom, special education classroom, physical activity classroom, laboratory, or performance classroom) regardless of whether the instruction takes place in a large group or a small group setting. The **NIET Teaching and Learning Standards Rubric Evaluation Tool will consist of evaluation in three (3) domain areas – Instruction, Designing and Planning Instruction, and The Learning Environment**. Each domain area is sub-divided into indicators – twelve (12) for the Instruction domain, four (4) for The Learning Environment domain, and three (3) for the Designing and Planning Instruction domain.

An **alternate evaluation tool*** **will be used to evaluate** the following non-administrative certificated personnel:

- Counselors
- School Services Professionals [Occupational Therapists, Physical Therapists, Speech Clinicians**, and Teachers in Supervisory Positions (for example, Special Education Supervisors)]
- School Social Workers
- Instructional Technology Specialists
- Media Specialist – Secondary Level
- District-wide Academic Coaches

* **Note:** Teachers will evaluate the non-administrative certificated personnel who are evaluated with an alternate evaluation tool. The number of evaluations for these individuals may be reduced, and these individuals may also be asked to provide evidence that they are meeting the indicators outlined on their evaluation tools, especially whenever those indicators may not be readily observable by Teachers. (See the "Procedures for Implementation" section of this document.)

** **Note:** The NIET Evaluation Tool (without modification) may be used for Speech Clinicians who provide push-in support, as identified by the Speech and Language Pathologist Supervisor and the Building Principal.

NIET | NATIONAL INSTITUTE FOR EXCELLENCE IN TEACHING

NIET Teaching and Learning Standards Rubric

The *NIET Teaching and Learning Standards Rubric* is designed to support improvements in classroom instruction. By clearly defining effective teaching and student-centered instruction, it provides teachers with a roadmap for strengthening their practice, facilitates high-quality coaching, and fosters collaboration around best instructional practices. The rubric is based on 20 years of research and experience across 21 states, and it has been used by educators in environments ranging from urban to rural and in classrooms of all subjects and modalities. It provides educators with a common understanding and language for designing and planning instruction, using effective instructional practices to support student learning, and creating an equitable and inclusive learning environment. The vision represented within the rubric maximizes instructional excellence and correlates with student achievement and growth. The *NIET Teaching and Learning Standards Rubric* has always been student centered, and in the highest level of performance, there should be evidence that students are taking ownership over their learning with the teacher's facilitation. In the 2021 updates, this focus on students and ensuring their equitable access to high-quality instruction has been clarified and strengthened.

The NIET's *Teaching and Learning Standards Rubric* brings a comprehensive focus on three key domains: **instruction, designing and planning instruction,** and **the learning environment.** NIET also has a **professionalism** domain, available separately.

Instruction	Designing and Planning Instruction	The Learning Environment
1. Standards and Objectives 2. Motivating Students 3. Presenting Instructional Content 4. Lesson Structure and Pacing 5. Activities and Materials 6. Questioning 7. Academic Feedback 8. Grouping Students 9. Teacher Content Knowledge 10. Teacher Knowledge of Students 11. Thinking 12. Problem-Solving	1. Instructional Plans 2. Student Work 3. Assessment	1. Expectations 2. Engaging Students and Managing Behavior 3. Environment 4. Respectful Culture

Performance definitions are provided at levels 5, 3, and 1. Observers can score performance at levels 2 or 4 based on evidence and their professional judgment. A rating of 2 often occurs when examination of the evidence is stronger than unsatisfactory but there is not specific evidence to merit a proficient rating. A rating of 4 often occurs when many of the descriptors in the proficient level are evident and strong but there is not enough evidence or consistency to merit an exemplary rating of 5. These ratings should always be based on close evaluation of evidence, including student work and observation analysis.

INSTRUCTION			
	Significantly Above Expectations (5) Exemplary	**At Expectations (3) Proficient**	**Significantly Below Expectations (1) Unsatisfactory**
Description of performance level	*Consistent Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher and Students Facilitate the Learning*	*Some Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher Facilitates the Learning*	*Minimal Evidence of Student Ownership of Learning – Heavy Emphasis on Teacher Direction*
Standards and Objectives (SO)	• All learning objectives and state content standards, and their connection to student work expectations, are explicitly communicated and understood by students. • Objectives and expectations are aligned to the depth and rigor of the standards; lesson content is aligned to the standards and objectives. • Sub-objectives are aligned and logically sequenced to the lesson's major objective. • Students make connections between learning objectives and (a) what they have previously learned, (b) know from life experiences, and (c) knowledge of other disciplines. • Expectations for each student's performance are clear, demanding, and high, and student work is aligned to state content standards and learning objectives. • Students are able to articulate expectations and explain those to their peers. • State standards are displayed and referenced throughout the lesson with explanations. • Student work shows evidence that each student is progressing or demonstrating mastery of the objective(s).	• Learning objectives and state content standards are communicated. • Objectives and expectations are aligned to the depth and rigor of the standards; lesson content is aligned to the standards and objectives. • Sub-objectives are aligned to the lesson's major objective. • Learning objectives are connected to what students have previously learned. • Expectations for student performance are clear. • State standards are displayed. • There is evidence that students are progressing or demonstrating mastery of the objective(s).	• Some learning objectives and state content standards are communicated. • Sub-objectives are inconsistently aligned to the lesson's major objective. • Learning objectives are rarely connected to what students have previously learned. • Expectations for student performance are vague. • State standards are displayed. • There is little evidence that students are progressing or demonstrating mastery of the objective(s).
Motivating Students (MOT)	• The teacher consistently organizes the content, including curriculum resources, so that it is personally meaningful, relevant, and intellectually engaging to students. • The teacher consistently develops learning experiences where inquiry, curiosity, and exploration are valued. • Students are consistently engaged in their own learning, and the teacher reinforces students' initiative to learn more.	• The teacher organizes the content, including curriculum resources, so that it is personally meaningful and relevant to students. • The teacher develops learning experiences where inquiry, curiosity, and exploration are valued. • The teacher regularly reinforces and rewards effort.	• The teacher sometimes organizes the content, including curriculum resources, so that it is personally meaningful and relevant to students. • The teacher seldom develops learning experiences where inquiry, curiosity, and exploration are valued. • The teacher rarely reinforces and rewards effort.

INSTRUCTION			
	Significantly Above Expectations (5) Exemplary	**At Expectations (3) Proficient**	**Significantly Below Expectations (1) Unsatisfactory**
Description of performance level	*Consistent Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher and Students Facilitate the Learning*	*Some Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher Facilitates the Learning*	*Minimal Evidence of Student Ownership of Learning – Heavy Emphasis on Teacher Direction*
Presenting Instructional Content (PIC)	Presentation of content always includes: • visuals, including student work exemplars, that establish the purpose of the lesson, preview the organization of the lesson, and include internal summaries of the lesson; • examples, illustrations, analogies, and labels for new concepts and ideas; • modeling by the teacher or student that demonstrates accurate understanding of the content and meets performance expectations; • criteria that clarifies how students can be successful; • concise communication; • logical sequencing and segmenting; • all essential information; and • no irrelevant, confusing, or nonessential information.	Presentation of content consistently includes: • visuals that establish the purpose of the lesson, preview the organization of the lesson, and include internal summaries of the lesson; • examples, illustrations, analogies, and labels for new concepts and ideas; • modeling by the teacher to demonstrate his or her performance expectations; • criteria that clarifies how students can be successful; • concise communication; • logical sequencing and segmenting; • all essential information; and • no irrelevant, confusing, or nonessential information.	Presentation of content inconsistently includes: • visuals that establish the purpose of the lesson, preview the organization of the lesson, and include internal summaries of the lesson; • examples, illustrations, analogies, and labels for new concepts and ideas; • modeling by the teacher to demonstrate his or her performance expectations; • criteria that clarifies how students can be successful; • concise communication; • logical sequencing and segmenting; • all essential information; and • no irrelevant, confusing, or nonessential information.
Lesson Structure and Pacing (LS)	• The lesson starts promptly. • The lesson's structure is coherent, based on the content, and organized to meet students' needs, with time for reflection to ensure student understanding. • Pacing is brisk, adjusted for rigor of content and individual student learning expectations. • Students' individual needs are attended to and pacing provides many opportunities for individual students who progress at different learning rates. • Students understand and engage in classroom routines and transitions to ensure efficient use of time.	• The lesson starts promptly. • The lesson's structure is coherent, based on the content, and has a beginning, middle, and end, with time for reflection to ensure student understanding. • Pacing is appropriate and sometimes provides opportunities for students who progress at different learning rates. • Routines for distributing materials are efficient. • Little instructional time is lost during transitions.	• The lesson does not start promptly. • The lesson has a structure, but may be missing key components of the content, or it may not include reflection or introductory elements. • Pacing rarely provides opportunities for students who progress at different learning rates. • Routines for distributing materials are inefficient. • Considerable time is lost during transitions.

INSTRUCTION			
	Significantly Above Expectations (5) Exemplary	**At Expectations (3) Proficient**	**Significantly Below Expectations (1) Unsatisfactory**
Description of performance level	*Consistent Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher and Students Facilitate the Learning*	*Some Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher Facilitates the Learning*	*Minimal Evidence of Student Ownership of Learning – Heavy Emphasis on Teacher Direction*

Activities and Materials (ACT)	Activities and materials include all of the following:
	• *Content:*
	  ○ support the lesson objectives;
	  ○ are challenging;
	  ○ elicit a variety of thinking;
	  ○ provide time for reflection;
	  ○ are relevant to students' lives;
	• *Student-centered:*
	  ○ sustain students' attention;
	  ○ provide opportunities for student-to-student interaction;
	  ○ evoke student curiosity and suspense;
	  ○ provide students with choices;
	• *Multiple materials:*
	  ○ incorporate multimedia and technology; and
	  ○ incorporate additional standards-based resources where appropriate to support individual and whole group understanding (e.g., teacher-made materials, manipulatives, resources from museums, cultural centers, etc.).
	• In addition, sometimes activities are game-like, involve simulations, require creating products, and demand self-direction, and students are continuously self-monitoring.
		Activities and materials include a majority of the following:
		• *Content:*
		  ○ support the lesson objectives;
		  ○ are challenging;
		  ○ elicit a variety of thinking;
		  ○ provide time for reflection;
		  ○ are relevant to students' lives;
		• *Student-centered:*
		  ○ sustain students' attention;
		  ○ provide opportunities for student-to-student interaction;
		  ○ evoke student curiosity and suspense;
		  ○ provide students with choices;
		• *Multiple materials:*
		  ○ incorporate multimedia and technology; and
		  ○ incorporate additional standards-based resources where appropriate (e.g., teacher-made materials, manipulatives, resources from museums, cultural centers, etc.).
			Activities and materials include few of the following:
			• *Content:*
			  ○ support the lesson objectives;
			  ○ are challenging;
			  ○ elicit a variety of thinking;
			  ○ provide time for reflection;
			  ○ are relevant to students' lives;
			• *Student-centered:*
			  ○ sustain students' attention;
			  ○ provide opportunities for student-to-student interaction;
			  ○ evoke student curiosity and suspense;
			  ○ provide students with choices;
			• *Multiple materials:*
			  ○ incorporate multimedia and technology; and
			  ○ incorporate additional standards-based resources where appropriate (e.g., teacher-made materials, manipulatives, resources from museums, cultural centers, etc.).

INSTRUCTION			
	Significantly Above Expectations (5) Exemplary	**At Expectations (3) Proficient**	**Significantly Below Expectations (1) Unsatisfactory**
Description of performance level	*Consistent Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher and Students Facilitate the Learning*	*Some Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher Facilitates the Learning*	*Minimal Evidence of Student Ownership of Learning – Heavy Emphasis on Teacher Direction*

Questioning (QU)	• Teacher questions are varied and high-quality, providing an appropriate mix of question types based on content:
	  ○ knowledge and comprehension;
	  ○ application and analysis; and
	  ○ creation and evaluation.
	• Questions are consistently purposeful and coherent.
	• The frequency of questions consistently engages students in the rigor of the content and in critical thinking.
	• Questions are consistently sequenced with attention to the instructional goals.
	• Wait time (3-5 seconds) is consistently provided.
	• Students regularly respond to a variety of teacher questions (e.g., whole-class signaling, choral responses, written and shared responses, or group and individual answers).
	• All students are actively answering questions and engaging with the teacher or each other to share their perspectives.
	• Students generate questions that lead to further inquiry and self-directed learning.
		• Teacher questions are varied and high-quality, providing an appropriate mix of question types based on content:
		  ○ knowledge and comprehension;
		  ○ application and analysis; and
		  ○ creation and evaluation.
		• Questions are purposeful and coherent.
		• The frequency of questions engages students in critical thinking.
		• Questions are sequenced with attention to the instructional goals.
		• Wait time (3-5 seconds) is provided.
		• Questions require active responses (e.g., whole-class signaling, choral responses, or group and individual answers).
		• The teacher calls on a variety of students to engage different students' perspectives and provide opportunities for many students to respond.
			• Teacher questions are inconsistent in quality and include few question types:
			  ○ knowledge and comprehension;
			  ○ application and analysis; and
			  ○ creation and evaluation.
			• Questions are random and lack coherence.
			• The frequency of questions sometimes engages students in critical thinking.
			• Questions are rarely sequenced with attention to the instructional goals.
			• Wait time (3-5 seconds) is inconsistently provided.
			• Questions rarely require active responses (e.g., whole-class signaling, choral responses, or group and individual answers).
			• The teacher mostly calls on volunteers.

Academic Feedback (FEED)	• Oral and written feedback is consistently academically focused, frequent, and high quality. • Feedback is frequently given during guided practice and review of independent work assignments. • The teacher circulates during instructional activities to prompt student thinking, assess each student's progress based on student work expectations, and provide individual feedback. • Feedback, both verbal and non-verbal, from students is regularly used to monitor and adjust instruction. • Students give specific and clear feedback to each other based on the teacher's expectations.	• Oral and written feedback is academically focused, frequent, and high quality. • Feedback is given during guided practice and review of independent work assignments. • The teacher circulates during instructional activities to support engagement and monitor student work. • Feedback from students is used to monitor and adjust instruction.	• The quality and timeliness of feedback is inconsistent. • Feedback is sometimes given during guided practice and review of independent work assignments. • The teacher circulates during instructional activities, but monitors mostly behavior. • Feedback from students is sometimes used to monitor or adjust instruction.

INSTRUCTION			
	Significantly Above Expectations (5) Exemplary	**At Expectations (3) Proficient**	**Significantly Below Expectations (1) Unsatisfactory**
Description of performance level	*Consistent Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher and Students Facilitate the Learning*	*Some Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher Facilitates the Learning*	*Minimal Evidence of Student Ownership of Learning – Heavy Emphasis on Teacher Direction*
Grouping Students (GRP)	• The instructional grouping arrangements (whole class, small groups, pairs, or individual; heterogeneous or homogeneous ability) consistently maximize student understanding and learning efficiency. • Teacher sets clear expectations that are understood by students. • In an instructional group, each student takes responsibility for their individual role, tasks, and group work expectations so they can have meaningful and productive collaboration. • In an instructional group, each student assumes accountability for completing group work and individual work. • Instructional group composition is varied (e.g., race, gender, ability, and age) to best accomplish the goals of the lesson. • Students set goals, reflect on, and evaluate their learning in instructional groups. • When provided the choice or independence, students make responsible decisions about how to group themselves.	• The instructional grouping arrangements (whole class, small groups, pairs, or individual; heterogeneous or homogeneous ability) adequately enhance student understanding and learning efficiency. • Teacher sets expectations that are understood by students. • In an instructional group, students take responsibility for their roles, tasks, and group work expectations so they can have meaningful and productive collaboration. • Students participating in groups are held accountable for group work and individual work. • Instructional group composition is varied (e.g., race, gender, ability, and age) to accomplish the goals of the lesson. • Instructional groups facilitate opportunities for students to set goals, reflect on, and evaluate their learning.	• The instructional grouping arrangements (whole class, small groups, pairs, or individual; heterogeneous or homogeneous ability) inhibit student understanding and learning efficiency. • Few students in groups know their roles, responsibilities, and group work expectations. • Few students participating in groups are held accountable for group work and individual work. • Instructional group composition remains unchanged, irrespective of the learning and instructional goals of a lesson.
Teacher Content Knowledge (TCK) *[See companion tool.]*	• Teacher displays extensive content knowledge and understanding of both state standards and instructional materials, including their curriculum, for all the subjects they teach. • Teacher consistently implements a variety of subject-specific instructional strategies to enhance student content knowledge. • Teacher consistently highlights key concepts and ideas and uses them as the basis to connect other powerful ideas.	• Teacher displays accurate content knowledge and understanding both of state standards and instructional materials, including their curriculum, for all the subjects they teach. • Teacher implements subject-specific instructional strategies to enhance student content knowledge. • Teacher highlights key concepts and ideas and uses them as the basis to connect other powerful ideas.	• Teacher displays under-developed content knowledge and lacks understanding of state standards or instructional materials, including their curriculum, in several subject areas. • Teacher rarely implements subject-specific instructional strategies to enhance student content knowledge. • Teacher does not understand key concepts and ideas in the discipline and therefore presents content in an unconnected way.
Teacher Knowledge of Students (TKS)	• Teacher practices display understanding of each student's anticipated learning abilities and challenges. • Teacher practices consistently incorporate student interests, backgrounds, and cultures. • Teacher consistently provides differentiated instructional content and strategies to ensure students have the opportunity to master what is being taught.	• Teacher practices display understanding of students' anticipated learning abilities and challenges. • Teacher practices incorporate student interests, backgrounds, and cultures. • Teacher provides differentiated instructional content and strategies to ensure students have the opportunity to master what is being taught.	• Teacher practices demonstrate some knowledge of students' anticipated learning abilities and challenges. • Teacher practices sometimes incorporate student interests, backgrounds, or cultures. • Teacher practices demonstrate some differentiation of instructional methods or content.

INSTRUCTION			
	Significantly Above Expectations (5) Exemplary	**At Expectations (3) Proficient**	**Significantly Below Expectations (1) Unsatisfactory**
Description of performance level	*Consistent Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher and Students Facilitate the Learning*	*Some Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher Facilitates the Learning*	*Minimal Evidence of Student Ownership of Learning – Heavy Emphasis on Teacher Direction*
Thinking (TH)	• Students are actively engaged in multiple types of thinking: ○ analytical thinking, where students analyze, compare and contrast, and evaluate and explain information; ○ practical thinking, where students use, apply, and implement what they learn in real-life scenarios; ○ creative thinking, where students create, design, imagine, and suppose; and ○ research-based thinking, where students explore and review a variety of ideas, models, and solutions to problems. • The teacher and/or students model metacognitive strategies. • Students are provided opportunities to: ○ generate a variety of ideas and alternatives; ○ analyze problems from multiple perspectives and viewpoints; and ○ monitor their thinking to ensure they understand what they are learning, are attending to critical information, and are aware of the learning strategies they are using and why.	• The teacher engages students in multiple types of thinking: ○ analytical thinking, where students analyze, compare and contrast, and evaluate and explain information; ○ practical thinking, where students use, apply, and implement what they learn in real-life scenarios; ○ creative thinking, where students create, design, imagine, and suppose; and ○ research-based thinking, where students explore and review a variety of ideas, models, and solutions to problems. • The teacher and students: ○ generate a variety of ideas and alternatives; and ○ analyze problems from multiple perspectives and viewpoints.	• The teacher implements some learning experiences that engage students in different types of thinking. • The teacher sometimes provides opportunities where students: ○ generate a variety of ideas and alternatives; or ○ analyze problems from multiple perspectives and viewpoints.
Problem-Solving (PS)	• Students engage in activities that reinforce several of the following problem-solving types: ○ Abstraction ○ Categorization ○ Drawing conclusions/justifying solutions ○ Predicting outcomes ○ Observing and experimenting ○ Improving solutions ○ Identifying relevant/irrelevant information ○ Generating ideas ○ Creating and designing	• The teacher uses and/or engages students in some the following problem-solving types: ○ Abstraction ○ Categorization ○ Drawing conclusions/justifying solutions ○ Predicting outcomes ○ Observing and experimenting ○ Improving solutions ○ Identifying relevant/irrelevant information ○ Generating ideas ○ Creating and designing	• The teacher sometimes engages students in the following problem-solving types: ○ Abstraction ○ Categorization ○ Drawing conclusions/justifying solutions ○ Predicting outcomes ○ Observing and experimenting ○ Improving solutions ○ Identifying relevant/irrelevant information ○ Generating ideas ○ Creating and designing

PLANNING			
	Significantly Above Expectations (5) Exemplary	**At Expectations (3) Proficient**	**Significantly Below Expectations (1) Unsatisfactory**
Description of performance level	*Consistent Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher and Students Facilitate the Learning*	*Some Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher Facilitates the Learning*	*Minimal Evidence of Student Ownership of Learning – Heavy Emphasis on Teacher Direction*
Instructional Plans (IP)	Instructional plans include: • measurable and explicit objectives aligned to state standards and aligned curriculum, both in content and in rigor; • activities, materials, and assessments that: ○ are aligned to state standards; content, including curriculum; and success criteria; ○ are sequenced and scaffolded based on student need; ○ build on prior student knowledge, are relevant to students' lives, and integrate other disciplines as appropriate; and ○ provide appropriate time for student work, student reflection, and lesson closure; • evidence that the plan is appropriate for the age, knowledge, and interests of all learners; • evidence that the plan provides regular opportunities to accommodate individual student needs and student choice; and • strategies for student autonomy and ownership.	Instructional plans include: • objectives aligned to state standards and aligned curriculum, both in content and in rigor; • activities, materials, and assessments that: ○ are aligned to state standards; content, including curriculum; and success criteria; ○ are sequenced and scaffolded based on student need; ○ build on prior student knowledge; and ○ provide appropriate time for student work and lesson closure; • evidence that the plan is appropriate for the age, knowledge, and interests of learners; and • evidence that the plan provides opportunities to accommodate individual student needs.	Instructional plans include: • some objectives aligned to state standards and aligned curriculum; • activities, materials, and assessments that: ○ are sometimes aligned to state standards; ○ are sometimes logically sequenced; ○ sometimes build on prior student knowledge; and ○ inconsistently provide time for student work and lesson closure; • little evidence that the plan is appropriate for the age, knowledge, or interests of the learners; and • little evidence that the plan provides opportunities to accommodate individual student needs.
Student Work (SW)	Assignments are: • always aligned to the rigor and depth of the standards and curriculum content. • always aligned to the lesson's objective and include descriptions of how assessment results will inform future instruction. Students: • organize, interpret, analyze, synthesize, and evaluate information rather than reproduce it; • draw conclusions, make generalizations, and produce arguments that are supported through extended writing; and • connect what they are learning to experiences, observations, feelings, or situations significant in their daily lives, both inside and outside of school.	Assignments are: • aligned to the rigor and depth of the standards and curriculum content. • aligned to the lesson's objective and include descriptions of how assessment results will inform future instruction. Assignments require students to: • interpret information rather than reproduce it; • draw conclusions and support them through writing; and • connect what they are learning to prior learning and life experiences.	Assignments require students to: • mostly reproduce information; • sometimes draw conclusions and support them through writing; and • sometimes connect what they are learning to prior learning or life experiences.

PLANNING			
	Significantly Above Expectations (5) Exemplary	**At Expectations (3) Proficient**	**Significantly Below Expectations (1) Unsatisfactory**
Description of performance level	*Consistent Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher and Students Facilitate the Learning*	*Some Evidence of Student-Centered Learning/ Student Ownership of Learning – Teacher Facilitates the Learning*	*Minimal Evidence of Student Ownership of Learning – Heavy Emphasis on Teacher Direction*
Assessment (AS)	Assessments: • are aligned with the depth and rigor of the state standards and content, including curriculum resources; • are designed to provide feedback on progress against objectives; • use a variety of question types and formats to gauge student learning and problem-solving; • measure student performance in more than three ways (e.g., in the form of a project, experiment, presentation, essay, short answer, or multiple-choice); • require extended written tasks as appropriate; • include clear illustrations of student progress toward state standards, which students monitor, understand, and articulate; and • include descriptions of how assessment results will be used by teachers and students to inform future instruction and learning.	Assessments: • are aligned with the depth and rigor of the state standards and content, including curriculum resources; • are designed to provide feedback on progress against objectives; • use a variety of question types and formats to gauge student learning and problem-solving; • measure student performance in more than two ways (e.g., in the form of a project, experiment, presentation, essay, short answer, or multiple-choice); • require written responses as appropriate; and • include performance checks and student reflection on performance throughout the school year.	Assessments: • are sometimes aligned with state standards and content, including curriculum resources; • are not designed well to provide feedback on progress against objectives; • uses few question types to gauge student learning; • measure student performance in less than two ways (e.g., in the form of a project, experiment, presentation, essay, short answer, or multiple-choice); and • include performance checks, although the purpose of these checks is not clear.

ENVIRONMENT			
	Significantly Above Expectations (5) Exemplary	**At Expectations (3) Proficient**	**Significantly Below Expectations (1) Unsatisfactory**
Description of performance level	*Consistent Evidence of Student-Centered Learning/ Student Ownership of the Learning Environment – Teacher and Students Establish the Environment*	*Some Evidence of Student-Centered Learning/ Student Ownership of the Learning Environment – Teacher Establishes the Environment*	*Minimal Evidence of Student Ownership of the Learning Environment – Heavy Emphasis on Teacher Direction*
Expectations (ES)	• Teacher engages students in learning with clear and rigorous academic expectations and actively uses aligned and differentiated materials and resources to ensure equitable access to learning. • Students regularly learn from their mistakes and can describe their thinking on what they learned. • Teacher creates learning opportunities where all students consistently experience success. • Students lead opportunities that support learning. • Students take initiative to meet or exceed teacher expectations. • Teacher optimizes instructional time to ensure each student meets their learning goals.	• Teacher engages students in learning with clear and rigorous academic expectations with aligned materials and resources for students to access. • Teacher encourages students to learn from mistakes. • Teacher creates learning opportunities where all students can experience success. • Students complete their work according to teacher expectations.	• Teacher expectations are not rigorous for students. • Teacher does not create learning opportunities where students can experience success. • Student work is rarely completed to meet teacher expectations.
Engaging Students and Managing Behavior (ESMB)	• Students are consistently engaged in behaviors that optimize learning and increase time on task. • Teacher and students establish collective commitments for learning and behavior. • Teacher consistently uses and students reinforce several techniques (e.g., rewards, approval, contingent activities, consequences, etc.) that maintain student engagement and promote a positive classroom environment. • Teacher consistently recognizes and motivates positive behaviors and does not allow inconsequential behavior to interrupt the lesson. • Teacher addresses individual students who have caused disruptions rather than the entire class. • Teacher quickly attends to disruptions with minimal interruption to learning.	• Students are mostly engaged in behaviors that optimize learning and increase time on task. • Teacher establishes rules for learning and behavior. • Teacher uses a variety of techniques (e.g., rewards, approval, contingent activities, consequences, etc.) that maintain student engagement and promote a positive classroom environment. • Teacher often recognizes and motivates positive behaviors and does not allow inconsequential behavior to interrupt the lesson. • Teacher addresses students who have caused disruptions, yet sometimes he or she addresses the entire class.	• Students are consistently engaged in behavior that interrupts learning or minimizes time on task. • Teacher establishes few rules for learning and behavior. • Teacher uses few techniques to maintain student engagement. • Teacher does not or inconsistently addresses behavior that interrupts learning. • Teacher over-addresses inconsequential behavior.

ENVIRONMENT			
	Significantly Above Expectations (5) Exemplary	**At Expectations (3) Proficient**	**Significantly Below Expectations (1) Unsatisfactory**
Description of performance level	*Consistent Evidence of Student-Centered Learning/ Student Ownership of the Learning Environment – Teacher and Students Establish the Environment*	*Some Evidence of Student-Centered Learning/ Student Ownership of the Learning Environment – Teacher Establishes the Environment*	*Minimal Evidence of Student Ownership of the Learning Environment – Heavy Emphasis on Teacher Direction*
Environment (ENV)	The classroom: • welcomes all students and guests and provides a safe space for all students to take risks and interact with peers. • is clearly organized and designed for and with students to promote learning for all. • has supplies, equipment, and resources easily and readily accessible to provide equitable opportunities for all students. • displays current student work that promotes a positive and inclusive classroom environment. • is arranged to maximize individual and group learning and to reinforce a positive classroom culture.	The classroom: • welcomes all students and guests. • is organized to promote learning for all students. • has supplies, equipment, and resources accessible to provide equitable opportunities for students. • displays current student work. • is arranged to promote individual and group learning.	The classroom: • is somewhat uninviting. • is not organized to promote student learning. • supplies, equipment, and resources are difficult to access. • does not display student work. • is not arranged to promote group learning.
Respectful Culture (RC)	• Teacher-student and student-student interactions consistently demonstrate caring, kindness, and respect for one another and celebrate and acknowledge all students' background and culture. • Teacher seeks out and is receptive to the interests and opinions of all students. • Positive relationships and interdependence characterize the classroom.	• Teacher-student interactions are generally positive and reflect awareness and consideration of all students' background and culture. • Teacher and students exhibit respect and kindness for the teacher and each other; classroom is free of unhealthy conflict, sarcasm, and put-downs. • Teacher is receptive to the interests and opinions of students.	• Teacher does not establish a safe and positive classroom culture for students. • Students do not exhibit respect for the teacher or each other. • Teacher and/or student interaction and communication is characterized by unhealthy conflict, sarcasm, or put-downs. • Teacher is not receptive to interests and opinions of students.

Implementation

Professional Development/Cluster Meeting Time

Any teacher new to Perry Township will receive professional development in each of the twelve (12) indicators in the Instructional Domain prior to any formal announced or unannounced observations during the current school year. Observations for returning staff may start after the first two (2) weeks of school, as determined by the school's administrative team. The administration will provide a plan of additional support, as needed, for new teachers in regards to learning of the NIET Rubric. Elementary Teachers may be evaluated in any content area in which they teach. Special consideration may be given to new teachers unfamiliar with the content areas and any unusual circumstances.

Training for non-classroom teachers on their evaluation tool rubrics will be provided by Teachers and/or supervisors.

*Evaluations for Master Teachers may commence after the start of school, including during rubric review.

Teacher Effectiveness Ratings

According to Indiana Code (IC 20-28-11.5-4) previously cited in this handbook, each certificated employee shall receive an **annual designation** in one (1) of the following rating categories - **Highly Effective, Effective, Improvement Necessary,** or **Ineffective**. The evaluators shall use the NIET Evaluation Tool or the appropriate alternate evaluation rubric to implement the observation, evaluation, and said designation of non-administrative certificated personnel.
According to Indiana Code (IC 20-28-11.5-6), **a certificated teacher who receives an annual rating of Ineffective or Improvement Necessary shall be placed onto a remediation plan.**

Evaluating teaching effectiveness is basic to improving instruction and in facilitating professional growth. The performance indicators listed in each teaching domain will guide both teachers and Teachers in the evaluation process and will allow Teachers to make decisions regarding teacher effectiveness ratings. Teachers will be rated as highly effective, effective, improvement necessary, or ineffective.

Highly Effective (evaluation tool score = 4.0 – 5.0)***
Performance consistently exhibits multiple strengths that have a strong, positive impact on students and the school climate. Teacher serves as a model. Areas for professional growth are self-directed, based on refinement areas identified through the evaluation tool used by PERRY TOWNSHIP SCHOOLS.

Effective (evaluation tool score = 2.26 – 3.99)***
Performance typically exhibits multiple strengths that favorably impact students and the school climate. Teacher serves as a model in some areas. Areas for professional growth are self-directed, based on refinement areas identified through the evaluation tool used by PERRY TOWNSHIP SCHOOLS.

Improvement Necessary (evaluation tool score = 1.6 – 2.25)***
Performance typically exhibits few areas of strengths. Areas for professional growth will be identified, and a remediation plan will be developed. Areas for professional growth are self-directed and administratively directed, based on refinement areas identified through evaluation tool used by PERRY TOWNSHIP SCHOOLS.

Ineffective (evaluation tool score = 1.0 – 1.59)***
Performance frequently exhibits weaknesses that negatively impact students and the school climate. Areas for professional growth will be identified and a remediation plan will be developed. Direct and immediate intervention is required by Teacher.
*** Note**:** These evaluation tool score ranges may differ for the alternate evaluation tools used to evaluate non-classroom teachers.

Procedures for Implementation

Evaluators will evaluate (via observation criteria) non-administrative certificated personnel three (3) different times during each school year. (2 announced evaluations and 1 unannounced evaluation). The evaluation team will include Teachers and the Master Teacher(s), and each staff member shall be evaluated by multiple evaluators, based on the principal's discretion, throughout the three (3) cycles. {The number of evaluations for non-administrative certificated personnel who are evaluated with an alternate evaluation tool may be reduced [to no fewer than two (2) cycles], and these individuals may be asked to provide evidence they are meeting the indicators outlined on their evaluation tools, especially whenever those indicators may not be readily observable by Teachers.}

If a teacher has been on leave for any length of the school year, the overall rating will be based on the evaluation(s) conducted to date, during that school year. If the teacher has been on a year-long leave, the evaluation score will stand from the previous year.

The evaluator, following each formal announced or unannounced observation, will conduct a **post-conference** with the employee being evaluated. The evaluator will share with the classroom teacher the evaluator's scores and the classroom teacher will share his/her self-rating scores during the post-conference; the evaluator's scores are the official scores. The evaluator will provide both one (1) area of reinforcement and one (1) area of refinement during the post-conference.

Evaluation Weighting with Respect to Rubric Domains

Rubric Domain Weighting

1. Instruction (12 Indicators) 75%
2. The Learning Environment (4 Indicators) 10%
3. Designing and Planning Instruction (3 Indicators) 15%

Note: The CODE (Comprehensive Online Data Entry) system (software program) will calculate integrated cumulative performance scores.

Calculating Final Summative Score

Average of 3 evaluations= 85% of Summative Score
Responsibility Survey=5% of Summative Score*
Average of the 3 self-scores=10% of Summative Score**

Evaluation average score multiplied by .85
Responsibility Survey Score multiplied by .05
Self-Score average score multiplied by .10
Total is Summative Score

*The Responsibility Survey will reflect evidence collected during teacher time spent in cluster, implementation of student and teacher strategies, and pre-post conferences.
**The average of the three self-scores will be greater than or equal to the average of the three evaluations.

Objective measures of student achievement and growth significantly inform the evaluation. Indiana Code does not permit a teacher who negatively affects student achievement and growth to receive a rating of highly effective or effective

NIET OBSERVATIONS/EVALUATIONS

1. Each non-administrative certificated staff member shall be formally evaluated three (3) times per school year, occurring at least one (1) time each semester by building Teachers and/or master teachers. A post-conference evaluation between the observed staff member and the evaluator shall take place in a timely manner after the formal observation; the evaluator shall use the **Evaluator/Self-Evaluation Report** (see page 18) for the post-conference.

2. During the evaluation cycle, the staff member's evaluations will be logged on a **Summary and Planning** sheet.

3. At the end of an evaluation cycle, a final administrative recommendation based on the **Summary Overall Score** shall be determined.

   *Teachers rated as Ineffective:
   Any teacher rated as ineffective and in danger of non-renewal of contract may request a private conference with the superintendent as noted identified in Due Process Guidelines.

   The building level Teacher will establish a procedure to ensure that a student will not be instructed for two consecutive years by two consecutive teachers rated as ineffective. This procedure will be established in consultation with the Central Office Assistant Superintendent that supervises that building. If there is a situation in which it is unavoidable for a student to be instructed by consecutive teachers rated as ineffective, the student's parents will be notified prior to the start of the school year.

   A **Remediation Plan** will be created and implemented for teachers identified as improvement necessary or ineffective based on the Summary Overall Score (see pages 26-28). According to IC 20-28-11.5-4 (c) (d), improvement in the identified areas of instructional indicators will be expected by the end of the Remediation Plan completion of not more than ninety (90) days.

1. An Assistance Plan may be initiated anytime throughout the school year, by the building principal, to support a teacher's continued growth in effectiveness, as deemed appropriate by the building principal.

2. The PEA president will be notified by administration when a teacher is to be placed on a remediation plan.

Evaluation Form(s) for Certificated Staff

TEACHER NAME
Position:
School Name
Announced/Unannounced
Evaluated by
Pre-Conference:
Observation:
Post-Conference:

Perry Township Schools
Indianapolis, Indiana

Instruction	Evaluator	Teacher
SO - Standards and Objectives		
MOT - Motivating Students		
PIC - Presenting Instructional Content		
LS - Lesson Structure and Pacing		
ACT - Activities and Materials		
QU - Questioning		
FEED - Academic Feedback		
GRP - Grouping Student		
TCK - Teacher Content Knowledge		
TKS - Teacher Knowledge of Students		
TH - Thinking		
PS - Problem-Solving		
Planning	Evaluator	Teacher
IP - Instructional Plans		
SW - Student Work		
AS - Assessment		
The Learning Environment	Evaluator	Teacher
ES - Expectations		
ESMB - Engaging Students and Managing Behavior		
ENV - Environment		
RC - Respectful Culture		

AREA OF REINFORCEMENT
EVALUATOR
INDICATORS:
DESCRIPTORS:
COMMENTS:

TEACHER
INDICATOR:
DESCRIPTORS:
COMMENTS:

AREA OF REFINEMENT
EVALUATOR
INDICATORS:
DESCRIPTORS:
COMMENTS:

TEACHER
INDICATORS:
DESCRIPTORS:
COMMENTS:

CONFIDENTIAL

_____ _____
Staff Signature *Date*

_____ _____
Evaluator Signature *Date*

Appendix I

Glossary

TEACHER EVALUATOR – any PERRY TOWNSHIP SCHOOLS Teacher who has been trained and certified as a NIET evaluator

ASSISTANCE PLAN- used for any teacher during the school year in order to support the teacher in his/her continued instructional effectiveness. The placement of a teacher on an Assistance plan is at the discretion of the building principal.

CAREER TEACHER (classroom teacher) – A career teacher collaborates with a master teacher(s) for team teaching, lesson planning, and expertise development in all areas of instruction.

CERTIFICATED STAFF – a staff member who holds an Indiana teaching certificate

CLUSTER GROUP –a small professional development group in which research-based, data-driven best practices are shared

CLUSTER MEETING – a weekly meeting of a cluster group

CLUSTER RUBRIC – the rubric by which master teachers will be evaluated

CONFERENCING – Evaluators conference with teachers after each formal observation, which is based on the instructional rubric. Post-conferences focus on one reinforcement area and one refinement area.

ESTABLISHED TEACHER – The term **Established Teacher** refers to any teacher already employed as of July 1, 2012 who has entered into a contract and is not a probationary teacher. (**Indiana Teacher Classification** - See Indiana Code IC 20-28-6-7.5 and IC 20-28-6-8.)

EVALUATION – the summary assessment of observations and other pertinent criteria originating from the NIET domains

EVALUATOR – a NIET trained and certified Teacher, master teacher or mentor teacher, who conducts a staff performance evaluation

EVALUATION CYCLE – Evaluators will observe non-administrative certificated personnel three (3) different times during each school year. The evaluation team will include the trained and certified NIET Teachers and Master Teacher(s), and each staff member shall be evaluated by multiple evaluators throughout the four (4) cycles.

MASTER TEACHER – a Certified NIET Evaluator who is responsible for conducting evaluation-rated observations, for meeting with staff members to provide feedback, for modeling instruction, for identifying staff professional development needs, and for conducting appropriate professional development; Master Teachers shall observe teacher performance using the NIET Instructional Rubrics and shall conduct follow-up teacher conferences. Master teachers are former classroom teachers that have been highly effective in implementing instructional strategies. They are fully released from classroom duties to coordinate observation schedules, coaching schedules, and other professional development opportunities to support classroom teachers.

MENTOR TEACHER- a Certified NIET Evaluator who is responsible for conducting evaluations and supporting staff while also serving as a classroom teacher.

MULTIPLE EVALUATORS – at least two (2) different evaluators

OBSERVATION – the assessment of the methodology of the certificated teacher based on the NIET domains; Observations are on-site assessments of a certified teacher, or other certified employee, by evaluators as defined in the NIET language. The sum total of evaluations will lead to one of the major components of the total evaluation.

PD – professional development

POST-CONFERENCING – see **conferencing**

PROBATIONARY TEACHER – The term **Probationary Teacher** refers to any new teacher hired after July 1, 2012, or to a Professional Teacher who has received two (2) consecutive annual ratings of ineffective, or is in the teacher's first or second year of full-time teaching in the classroom. (**Indiana Teacher Classification** - See Indiana Code IC 20-28-6-7.5 and IC 20-28-6-8.)

PROFESSIONAL TEACHER - The term **Professional Teacher** refers to a teacher who does not meet the criteria for probationary status and enters into a subsequent teaching contract. (**Indiana Teacher Classification** - See Indiana Code IC 20-28-6-7.5 and IC 20-28-6-8.)

PUSH-IN SUPPORT – A push-in certificated staff member is one who has the ability to work alongside a classroom teacher in addition to working with a small group of students.

REFINEMENT AREA – an evaluator-identified instructional area needing improvement

REINFORCEMENT AREA – an evaluator-identified instructional area of strength

REMEDIATION PLAN – A remediation plan is a plan of not more than ninety (90) school days in length to correct the deficiencies noted in a certificated employee's evaluation. The remediation plan must require the use of the certificated employee's license renewal credits in professional development activities intended to help the certificated employee achieve an effective rating on the next performance evaluation. If the principal did not conduct the performance evaluation, the principal may direct the use of the certificated employee's license renewal credits under this subsection. (IC 20-28-11.5-6)

SUMMATIVE OVERALL SCORE – The summative overall score is a final overall weighted score based on all formal evaluations within a single school year. The summary overall score will determine the teacher's rating as highly effective, effective, improvement necessary, or ineffective.