



TEACHER HANDBOOK

2018-2019

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Perry Township Schools
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Please note: The Salary and Fringe Benefit handbooks may be found on the township's website at [www.Perry Township Schools.k12.in.us](http://www.PerryTownshipSchools.k12.in.us). To access the handbook use your employee number and last four digits of your social security number.

ARTICLE I

ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1 – Membership:

Any teacher who is a member of the Association and who is working under a valid regular teacher's contract may sign and deliver to the Business Office of the school corporation, through the Association's Membership Chairperson or President's designee, a form acceptable to the Board and the Association, authorizing deductions of membership dues in the Association. Such authorization shall continue in effect each year unless revoked in writing to the Board and Association **by July 1 each year.**

Pursuant to such authorization, the Board shall deduct such dues in as equal installments as practical, but not before the second pay in October, beginning within twenty-one (21) days after receipt of the authorization and concluding with the last scheduled check in the teacher's current contract. For those teachers on a continuing membership, the current year deductions shall begin with the second pay in October.

Section 2 – Activities:

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

Section 3 – Association Release:

Association officers released for the purpose of conducting Association business shall sign out of the building after making arrangements with the building principal or his/her designee for classroom coverage if needed.

- A. The Association President will receive two (2) periods each day to work on Association business.
- B. The Hoosier School Benefit Trust representative will receive one (1) period each day to work on Association business.
- C. 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 in full-day increments.

Section 4 – Communications:

- A. 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.
- B. Association announcements may be made on the school's intercom with approval of the building principal or his/her designee. These intercom announcements will be made by the principal or persons

designated by him/her. The building principal or his/her designee will determine when the announcements are to be made.

- C. The Association is permitted access to teachers' mailboxes in which to insert material; the Association's sponsorship shall appear on all print materials which are distributed through teachers' mailboxes. The Association is also permitted access to the township's electronic mail system, which may be used by the Association President or his/her designees to transmit electronic mail to teachers' mailboxes.
- D. The Association shall be permitted to use the inter-school mail system provided that the school corporation shall have no obligation to make special arrangements, incur extra expenses, or devote time beyond that required inter-school mailing normally and routinely instituted by the school corporation.

Section 5 – Building Use:

The Association shall be able to use school buildings when arrangements for such use are made with the advance approval of the principal and other appropriate personnel. Any added costs over and above the normal operational costs of the building, such as custodial costs, will be borne by the Association. 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.

Section 6 – Equipment Use:

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

ARTICLE II

TEACHING DAYS AND HOURS

Section 1 – 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.

Section 2 – School Day:

- A. The length of the regular school day 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 identified by the building principal.
- B. The teacher day may be adjusted according to a Superintendent directive and/or School Board approval, due to the make-up of required instructional days.
- C. According to statutory requirements, each teacher shall have one (1) thirty (30) minute duty-free period between the hours of 10:00 a.m. and 2:00 p.m. This time will be designated by the building principal

and may be either the lunch period or another designated period. Teachers may leave the building during the assigned duty-free period, as defined above, by signing out prior to 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.

Section 3 – Flexible Work Hours for Teachers:

Flexible work hours may be initiated by the administrator(s) in order to meet the instructional needs of students.

ARTICLE III

ABSENCE AND LEAVE POLICY

Section 1 – Reporting Absence:

A teacher shall report his/her absence in the manner prescribed by the building principal or his/her designee. The teacher, when reporting the absence, shall indicate whether the day of absence is to be recorded as a personal business day, a sick leave day, a family illness day, a professional leave day, a teacher visitation day, a bereavement leave day, or as an Association leave day.

Section 2 – Reporting of Assault and/or Battery:

Whether injured or not, a teacher (or the teacher's representative) shall, as promptly as the nature of the assault and/or battery allows, report all cases of assault and/or battery connected with his/her employment to the school principal, who shall, in turn, promptly inform the Superintendent in writing, with a copy of the report being given to the teacher affected.

Any threats of criminal or civil action against a teacher arising out of and in the course of the teacher's employment shall be promptly reported to the school principal, who shall, in turn, inform the Superintendent.

Section 3 – Personal Injury While Employed:

It is the responsibility of the teacher (or the teacher's representative), using procedures posted in each building and using the proper forms, to **immediately** report any injury while performing duties associated with employment to the building principal or designee. **No personal physicians are allowed under Workers' Compensation.** One of the following two locations **must** be used:

Immediate Care Center
1001 N. Madison Avenue
Greenwood, IN 46142
Phone: 317-888-3508

St. Francis Occupational Health Center
747 E. County Line Road (Suite H)
Greenwood, IN 46143
Phone: 783-8009

In the event of an emergency, the teacher should be transported to the nearest emergency room.

Section 4 – Pregnancy Leave:

The school corporation will comply with Indiana Code as it relates to leave of absence for pregnant teachers.

- A. A teacher who is pregnant may continue in active employment as late into the pregnancy as she desires, if she is able to fulfill the requirements of her position.
- B. A teacher who is pregnant may use available sick leave days for any medically-related absences during the pregnancy.
- C. A teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and the birth of the child. Such leave, except in the case of medical necessity, will be uncompensated leave. Such request should be made at least thirty (30) days before the date on which she desires to start her leave and should include the length of the leave. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this handbook, immediately upon her request and certification of the emergency from an attending physician.
- D. The teacher granted such a leave will be returned to the same assignment or one which is comparable and equal in benefits as determined by the administration.
- E. A teacher on pregnancy leave, upon the birth of the child, is entitled to maternity leave and maternity benefit as outlined in this Handbook.

Section 5 – Maternity Benefit and Maternity Leave:

Maternity benefit and maternity leave will be defined as follows:

- A. Upon the birth of a child, the mother who is a teacher shall be granted ten (10) consecutive contractually paid days of **maternity benefit**. These days will not be charged against the teacher's available sick leave and shall commence on the first contractual day following the birth of the child.
- B. **Maternity leave** utilizes the teacher's available sick leave days. **Maternity leave** may not extend beyond eight (8) weeks following the day after the birth of the child. During maternity leave, a teacher may use up to six (6) weeks of available sick leave days in addition to maternity benefit. If the teacher has fewer than thirty (30) available sick leave days, the teacher may choose to take the remainder of the 8-week period as an unpaid leave.

- C. If the teacher is medically disabled, as verified by a physician's statement, beyond the provisions cited in this Agreement, the teacher may use more of her available sick leave days to cover the time period of the disability.
- D. Uncompensated leave may continue for up to one (1) year following the birth of the child. The teacher granted such a leave shall have the right to maintain, at her sole expense (paying the full premium), all insurance benefits in which she was enrolled at the time of the request.* A teacher on uncompensated leave is required to return within one (1) year following the birth of the child. The return date may be adjusted beyond the child's first birthday to the first day of the next grading period.

*(Note: If a teacher qualifies for FMLA, the district will maintain its financial contribution to insurance benefits during the 12-week FMLA period.)

Section 6 – Paternity Benefit and Paternity Leave:

Paternity benefit and paternity leave will be defined as follows:

- A. Upon the birth of a child, the father who is a teacher shall be granted ten (10) consecutive contractually paid days of **paternity benefit**. These days will not be charged against the teacher's available sick leave and shall commence on the first contractual day following the birth of the child.
- B. Uncompensated leave may continue for up to one (1) year following the birth of the child. The teacher granted such a leave shall have the right to maintain, at his sole expense (paying the full premium), all insurance benefits in which he was enrolled at the time of the request.* A teacher on uncompensated leave is required to return within one (1) year following the birth of the child. The return date may be adjusted beyond the child's first birthday to the first day of the next grading period.

*(Note: If a teacher qualifies for FMLA, the district will maintain its financial contribution to insurance benefits during the 12-week FMLA period.)

Section 7 – Adoption Benefit and Adoption Leave:

Adoption benefit and adoption leave will be defined as follows:

- A. Upon the placement of a child, the parent(s) who is a teacher shall be granted ten (10) consecutive contractually paid days of **adoption benefit**. These days will not be charged against the teacher's available sick leave and shall commence on the first contractual day following the placement of the child.
- B. **Adoption leave** utilizes the teacher's available sick leave days. **Adoption leave** may not extend beyond eight (8) weeks following the placement of the child. During adoption leave, a teacher may use up to six (6) weeks of available sick leave days in addition to adoption benefit. If the teacher has fewer than

thirty (30) available sick leave days, the teacher may choose to take the remainder of the 8-week period as an unpaid leave.

If both parents of the adopted child are Bargaining Unit members, both parents shall use the adoption benefit. However, only one parent may use the adoption leave.

- C. Uncompensated leave may continue for up to one (1) year following the placement of the child. The teacher granted such a leave shall have the right to maintain, at his/her sole expense (paying the full premium), all insurance benefits in which he/she was enrolled at the time of the request.* A teacher on uncompensated leave is required to return within one (1) year following the placement of the child. The return date may be adjusted beyond one (1) year to the first day of the next grading period.

*(Note: If a teacher qualifies for FMLA, the district will maintain its financial contribution to insurance benefits during the 12-week FMLA period.)

Section 8 – Family and Medical Leave Act of 1993: SEE APPENDIX H - Page 50

Section 9 – Attendance and Membership in Conferences of Local, State, and National Organizations:

- A. The Board of Education will reimburse a teacher for mileage at the rate set by the IRS and approved by the Board of Education for professional travel if the teacher has received prior approval. A teacher may be reimbursed for mileage or lowest available airfare, whichever is less, for conferences approved by the Superintendent.
- B. Requests for permission to attend professional meetings must be made on Leave Request Form (Appendix B) and must be filed and approved at least one (1) week prior to the meeting. Any exceptions must be approved by the Superintendent or his/her designee. If the professional leave is beyond 75 miles, the Professional Travel form must be completed and approved by the Board of Education prior to the professional leave meeting.

Section 10 – Leave of Absence without Compensation to Do Advanced Study:

A teacher who has at least five (5) years of experience in Perry Township and is currently rated as Highly Effective or Effective may be granted a leave without compensation to do advanced study. This leave will be governed by the following policies:

- A. Such a leave will be given only if satisfactory arrangements can be made to replace the individual being granted the leave.
- B. No more than five (5) persons shall be granted this leave in any one (1) school year.

- C. All insurance benefits now paid to teachers will be paid during the year of leave.
- D. Upon return following the leave of absence for advanced study, the teacher shall be placed at the same conditions of employment, including FTE status and salary rate upon date of leave.
- E. Upon completion of the leave, the teacher will be assigned to a position of comparable nature, status, and salary and benefits as determined by the administration.
- F. There will be commitment by the teacher taking the leave to return to Perry Township Schools for at least one (1) year.
- G. The formal written request for leave must be in the office of the Superintendent by January 1 of the school year preceding the leave.

Section 11 – Uncompensated Leave:

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

- A. Personal illness
- B. Caring for members of the immediate family who are ill which includes children, spouse, or parent
- C. Serving in public office
- D. Participation in professional growth activities other than being employed by another educational institution

A formal written request must be submitted to the Director of Human Resources no later than April 1 preceding the school year in which the leave will be taken. In the case of an emergency, an exception to this April 1 deadline may be requested in writing to the Superintendent.

Section 12 - Extended Non-Contractual Days: Extended Non-Contractual Days are paid at the per diem daily rate. These days are approved on a claim form by the building Principal or Program Supervisor. Non-Contractual Days include the following groups:

- Academy Guidance Counselors- up to 7 additional days
- Middle School Guidance Counselors – up to 7 additional days
- High School Guidance Counselors- up to 12 additional days
- High School Alternative Program Lead Teacher – up to 10 additional days
- High School Assistant Athletic Directors – up to 20 additional days
- Psych Supervisor- up to 15 additional days
- School Psychologist- up to 10 additional
- Social Workers- up to 5 additional days
- Speech/Language Supervisor- up to 5 days
- Special Education Coordinator-(3) up to 15 days
- EL Supervisor- up to 27 additional days
- Tech Advisor- up to 25 additional days

- ESY Teacher- TBD days as approved through the Special Education Director

Section 13- Extended Contracts for Media Specialists:

- A. A ten-day (10) extended contract shall be paid as part of the media specialist's regular contract rather than on a claim form.
- B. Extended contract days may begin July 1 for the upcoming school year and must be completed by June 30 for the prior school year.
- C. 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.

Section 14- Master's Degree Supplemental Pay (Note: See Appendix E)

- A. The law now allows districts to provide supplemental pay for teachers that have been awarded a Master's degree in their content area from an accredited educational institution after Sept. 2014 and also are teaching in the content area. The supplemental pay according to statute is not negotiable but discussable. (I.C. 20-28-9-1.5 a)
- B. A teacher that intends to qualify for the Master's degree supplemental pay will present evidence of a completed Master's degree to the building principal. The building principal will consult with the Assistant Superintendent to determine if the degree meets statutory requirements.
- C. Beginning July1, 2016, qualifying teachers will receive supplemental pay in the amount of \$5000 annually for obtaining a Master's degree in their content area and also teaching in that content area for Perry Township Schools. If a teacher is involuntarily removed from a content area in which they currently are receiving Master's degree supplemental pay, the supplemental pay will continue to be paid.
- D. Current Master's degree teachers who obtain a second Master's degree in a content area will also qualify for the supplemental pay.
- E. The supplemental pay will be paid out in 26 pays or equal amounts according to the payroll calendar.

ARTICLE IV

ASSESSMENT OF BARGAINING UNIT MEMBERS

Members of the bargaining unit will be assessed using the TAP/NIET Evaluation Tool Rubric. (Note: See Appendix E)

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, School Psychologists, Speech Clinicians, and Teachers in Supervisory Positions)
3. School Social Workers
4. Staff Developers
5. Media Specialists- Secondary level

ARTICLE V

PROFESSIONAL EXPECTATIONS

Professional behavior expectations for teachers extend beyond the walls of the classrooms and school facilities. It encompasses any environment in which the teacher influences, such as the community and social media environments.

Section 1 – Social Media Guidelines

We encourage responsible self-expression and employees are expected to develop practices regarding social media that are consistent with this policy.

A. 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 web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the employer.

B. General Provisions

Employees are responsible for monitoring their content postings. They should be aware of privacy settings and should be 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 held personally liable for content that is defamatory, obscene, proprietary, or libelous.

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 websites.

C. Official Versus Personal Content

Unless specifically instructed, employees are not authorized to and therefore are restricted from speaking on behalf of their employer. Employees should deliberately describe that their views expressed in a blog or on social networking sites are their own and not those of their employer. The use of an employer email address, job title, seal, logo, or letterhead are considered to represent 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 prior steps taken to distinguish content as being 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 contacted by the media or press about their employer, employees should contact the Marketing and Communications Director or designee.

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

D. Communications with Students

Employees should not use social media for discussion with a student(s) that leads to inappropriate relations or violates employer policy.

Extra-curricular leaders may use group social media platforms to communicate with students about travel plans, changes in schedules, and similar topics that do not lead to inappropriate relations of any student(s) or violate any employer policy.

Employees who wish to create websites for student support, such as listing athletic events or classroom support materials, shall have those sites approved by 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 have access to any school related social media site as a "friend," "follower," or similar access request.

E. Reporting Violations

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

Section 2 – Staff Dress and Grooming Guidelines

The School Board delegates to the Superintendent the function of designing and implementing administrative guidelines that are consistent with the policies adopted by the Board. Staff dress and grooming is a direct reflection on the professional standards that are established in Perry Township Schools. As people in the education profession, the commitment to excellence should be reflective in our appearance. The visibility of our staff to students, other staff members and the public emphasizes the expectation to be well-dressed and well-groomed.

Staff members assigned to Corporation duty are expected to:

- A. Be physically clean, neat, and well groomed.
- B. Dress in a manner that reflects their position and setting in the district.
- C. Cover tattoos that are offensive, large, or excessive in number.
- D. Cover or remove any visible body piercings with the exception of pierced ears. Clear or flesh spacers are allowed to fill piercings.
- E. Be groomed in such a way that their dress and/or hair does not disrupt the educational process or cause a health safety hazard.

Section 3 – Reporting Neglect and Abuse

All employees shall immediately report suspected child abuse or neglect to the Department of Child Services (DCS) or local law enforcement. If you have reason to believe that a child is a victim of child abuse or neglect, you must immediately make a report to DCS. Ideally, this report would be made in the presence of your building-level administrator or designee. Thus, you will immediately notify the front office that you will be making a report to obtain coverage for your classroom. However, if a building-level administrator or designee is not immediately available to join in reporting, you shall immediately make the report to DCS and then immediately after notify your building-level administrator or designee that the report was made.

“Reason to believe” should be interpreted broadly and liberally; when in doubt, make a report.

Employees shall immediately telephone the Indiana Department of Child Services (800-800-5556) and provide the requested information, if known. If DCS cannot be reached, local law enforcement shall be contacted immediately.

Please contact your immediate supervisor if you have questions regarding any of the above.

ARTICLE VI

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 his/her 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.**

Section 2 – Assistance Plan:

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

- A. The building principal will meet with the teacher, and an assistance plan will be created in which areas of refinement will be identified by the principal.
- 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 administrator will inform the appropriate Assistant Superintendent, the Director of Human Resources, and the PEA President in writing of his/her intention to place a teacher on the Remediation Plan (Note: Part of Appendix G)

- A. The building principal will meet with the teacher, and a remediation plan will be created in which areas of refinement will be identified by the principal.
- 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 administrator will inform the appropriate Assistant Superintendent, the Director of Human Resources, and the PEA President in writing of his/her intention to place a teacher on the Corrective Action Plan (Note: See Appendix D)

- A. 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.
- B. The administrator will meet with the teacher to explain the purpose of the Corrective Action Plan and to discuss performance and/or behavioral expectations of the plan.
- C. The administrator will develop a schedule of progress monitoring in which the administrator 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 administrator will set the date for review of the Corrective Action Plan. At that time, the administrator 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 administrator 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) 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 position.
- 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 preliminary decision to cancel 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. Justifiable decrease in the number of teaching positions;
- D. Incompetence, including receiving:
 - (1) An ineffective designation on two (2) consecutive performance evaluations or
 - (2) An ineffective designation or improvement necessary rating in three (3) years of any five (5) year period;
- E. Neglect of duty;
- F. A conviction for an offense listed in IC 20-28-5-8(c); or
- G. Other good or just cause.

E. During the course of his/her employment with the School Corporation, each employee shall be required to report his/her arrest or the filing of criminal charges against the employee; and conviction of criminal charges to his/her supervisor or the Superintendent within two (2) business days of the occurrence. The Superintendent shall obtain a review of each reported arrest and/or conviction and shall recommend appropriate action to the Board considering the risk to members of the school community presented by the continued employment of the employee. Failure to self-report within two (2) business days may lead to a recommendation of termination for insubordination. (SB Policy 3121)

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" and the teacher does not request a Superintendent Conference then the teacher waives his/her 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 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 his/her 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, 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, neglect of duty, and/or other good or just cause, the board must reach a decision based upon whether the preponderance of the evidence presented at the board conference supports contract cancellation.

- A. The evidence presented by the parties must be exchanged by the parties at least seven (7) days before the board conference, or it cannot be considered by the board.
- 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 and occur within thirty (30) days after receiving the teacher's request for the additional private conference.

ARTICLE VII

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** refers to any new teacher hired after July 1, 2012 or to a Professional Teacher who has received one (1) rating of Ineffective. (**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 Probationary Teacher who has received a rating of Highly Effective or who has received at least an Effective rating for three (3) of five (5) years. (**Indiana Teacher Classification** - See Indiana Code IC 20-28-6-7.5 and IC 20-28-6-8.)
- **Established teacher** – The term **Established Teacher** refers to any teacher already employed as of July 1, 2012. (**Indiana Teacher Classification** - See Indiana Code IC 20-28-6-7.5 and IC 20-28-6-8.)

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 to be reduced. An established teacher who is licensed in another content area cannot be subject to the reduction in force if the established teacher is able to 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 corporation

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 yearlong leave, the summative evaluation rating will stand from the previous year.

Section 2 – Recall:

Teachers, without regard to full time equivalency, shall be recalled in inverse order of release as positions open for which they are properly licensed and qualified. **Any teachers rated as improvement necessary or ineffective will not be eligible for recall.**

ARTICLE VIII

REASSIGNMENT, VACANCY, AND TRANSFER

Section 1 – Reassignment within the Same Building:

As identified by the building principal, a teacher can be assigned to teach anything for which the teacher is properly licensed and highly qualified. Reasons for reassignment include, but are not limited to, the need to accommodate student enrollment numbers, the need to maximize classroom management or instructional skills, and/or to 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 his/her 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 in newly-created teaching positions shall be posted. The Perry Township Schools Human Resources office shall post vacancies on the Perry Township Schools website for a period of at least five (5) days unless waived by the Director of Human Resources, with notification to the PEA President. Principals may choose not to post positions internally within the two (2) weeks prior to the start of the school year. Transfer guidelines- Internal teacher candidates are extended an opportunity to apply for any vacancies for which the teachers qualifies. All internal applicants will be given due consideration, and those meeting all qualifications will be granted an interview. The final candidate will be recommended by the administrative team. All interviewed applicants will be notified that the selection process has been concluded.

Section 3 – Involuntary Transfer Guidelines:

Involuntary transfers between buildings will be made based upon instructional needs, financial constraints, enrollment factors and/or other reasons as 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.

ARTICLE IX

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.

ARTICLE X

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 highly qualified. Teachers will be granted an interview and will be considered for employment by the building principal.

ARTICLE XI

NON-DISCRIMINATION

See Perry Township Schools Board Policy 3122 regarding Nondiscrimination and Equal Employment Opportunity.

The language used in this handbook does not supersede the Negotiated Agreement and is not intended to create, nor is it to be construed to constitute a contract between Perry Township and any one or all of its employees. The procedures described are not terms or conditions of employment and are not intended in any way to be contractual as to employment, employee benefits, or policies.

Appendix A

PERRY TOWNSHIP SCHOOLS **APPLICATION FOR APPROVAL OF PROFESSIONAL TRAVEL**

Name: _____ School: _____

In compliance with Article IV, Section 15, of the current ratified Agreement between the Board and the Association, I hereby request 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 reimburse my expenses for the reasonable costs of this activity. I understand that the cost for this meeting will be paid by me and that reimbursement for the approved cost will be paid to me after the meeting and after I have filed a properly completed claim, Form 523, in the PTEC Business Office. Receipts for travel, lodging, and any other requested documentation verifying actual cost must be presented with the claim.

* Travel beyond 75 miles (one-way) requires Board approval prior to the travel.

** You must check with your principal to ensure timeliness to meet this board 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		
Lodging		
Meals: \$60 per diem per day. This does <i>not</i> apply if conference provides meals.	_____ Breakfast(s) @ \$15 = _____ _____ Lunch(s) @ \$15 = _____ _____ Dinner(s) @ \$30 = _____ TOTAL = _____	
Other <u>Parking</u>		
Total Estimated Cost		

The itemized list of anticipated costs must be submitted at the time of application for professional travel. The principal will indicate at the time of approval the level of funding to be approved.

_____ Date of Request: _____

Signature of employee

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 Assistant Superintendent after completing this section.

Request Approved _____ Yes No	Substitute Teacher _____ (account number)
Maximum Amount Approved \$ _____	Signature of Principal _____
	Date: _____

FOR BUSINESS OFFICE USE ONLY**APPLICATION APPROVAL**

The account(s) indicated has unencumbered appropriation at this time to meet the funding approved. _____ Yes No	Approved: _____ Date: _____ Yes No _____ Signature of Superintendent or designee _____ CODE 8 _____ CODE 9
Date: _____ By: _____	

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 (include domestic partner) | |
- within the household of the employee

Date(s) absent: _____

2. 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** _____

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)

(Signature of PEA officer) Date _____

PEA Officer's Position: ☐ President ☐ Negotiations Chair
☐ 1st Vice-President ☐ Membership Chair
☐ 2nd Vice-President ☐ Legislative Chair
☐ Treasurer ☐ Discussion Chair

Secretary ☐ _____
ISTA Board of Directors Member

Date(s) I must be absent: _____

* This form must be submitted to the building principal or his/her 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
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: _____

Administrator's signature: _____

Initial date of plan implementation: _____

6. 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:

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

Teacher's signature: _____

Principal's signature: _____

Date of recommendation: _____

Appendix E

INTENT TO EARN A CONTENT AREA MASTER'S DEGREE

Employee _____ Date: _____

School _____

Subject/Content Area: _____

Subjects/Contents currently teaching: _____

Institution: _____

(signature of individual)

Proposed Master's Degree award date: _____
(date)

*Once you have earned your Master's degree, complete the Master's Degree Supplemental Pay Form

**This is not a tuition-reimbursement program

Approved by: _____ Date: _____
(Principal)

Approved by: _____ Date: _____
(Assistant Superintendent)

CC: Human Resources

Appendix F

2018-2019 Pay Date Schedule

Date of Pay 21 Pays	Date of Pay 26 Pays	Date of Pay for 1st Yr Tchr 27 pays	Number of Pays
08/17/18	08/17/18	08/03/18	1
08/31/18	08/31/18	08/17/18	2
09/14/18	09/14/18	08/31/18	3
09/28/18	09/28/18	09/14/18	4
10/12/18	10/12/18	09/28/18	5
10/26/18	10/26/18	10/12/18	6
11/09/18	11/09/18	10/26/18	7
11/23/18	11/23/18	11/09/18	8
12/07/18	12/07/18	11/23/18	9
12/21/18	12/21/18	12/07/18	10
01/04/19	01/04/19	12/21/18	11
01/18/19	01/18/19	01/04/19	12
02/01/19	02/01/19	01/18/19	13
02/15/19	02/15/19	02/01/19	14
03/01/19	03/01/19	02/15/19	15
03/15/19	03/15/19	03/01/19	16
03/29/19	03/29/19	03/15/19	17
04/12/19	04/12/19	03/29/19	18
04/26/19	04/26/19	04/12/19	19
05/10/19	05/10/19	04/26/19	20
05/24/19	05/24/19	05/10/19	21
	06/07/19	05/24/19	22
	06/21/19	06/07/19	23
	07/05/19	06/21/19	24
	07/19/19	07/05/19	25
	08/02/19	07/19/19	26
		08/02/19	27

Perry Township Schools
Procedures for the Evaluation of
Non-Administrative Certificated Personnel

Developed by
a
Joint Committee
Of
The Perry Education Association
and
The Perry Township Schools Administration
2018-2019

Introduction

This Handbook outlines the procedures and documents to be used by Perry Township Schools Administrators 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 Administrators 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.*

Administrators 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 administrators in observing and evaluating classroom teachers; Master Teachers shall observe classroom teacher performance using the TAP/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 TAP/NIET trainings and shall become Certified TAP/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) TAP (The System for Teacher and Student Advancement) Evaluation Tool (or an alternate evaluation rubric for non-classroom teachers) for the annual evaluation of non-administrative certificated personnel.

The TAP Evaluation Tool and/or Cluster Rubric will be used for Master Teachers. The TAP 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 TAP 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, School Psychologists, Speech Clinicians**, and Teachers in Supervisory Positions (for example, Special Education Supervisors)]
- School Social Workers
- Staff Developers
- Media Specialists
- Assistant Athletic Directors

* **Note:** Administrators 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 administrators. (See the “Procedures for Implementation” section of this document.)

** **Note:** The TAP 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.

INSTRUCTION

	SIGNIFICANTLY ABOVE EXPECTATIONS (5)*	AT EXPECTATIONS (3)*	SIGNIFICANTLY BELOW EXPECTATIONS (1)*
Standards and Objectives	- All learning objectives and state content standards are explicitly communicated. - Sub-objectives are aligned and logically sequenced to the lesson's major objective. - Learning objectives are: (a) consistently connected to what students have previously learned, (b) known from life experiences, and (c) integrated with other disciplines. - Expectations for student performance are clear, demanding, and high. - State standards are displayed and referenced throughout the lesson. - There is evidence that most students demonstrate mastery of the objective.	- Most learning objectives and state content standards are communicated. - Sub-objectives are mostly 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 most students demonstrate mastery of the objective.	- Few 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 evidence that few students demonstrate mastery of the objective.
Motivating Students	- The teacher consistently organizes the content so that it is personally meaningful and relevant to students. - The teacher consistently develops learning experiences where inquiry, curiosity, and exploration are valued. - The teacher regularly reinforces and rewards effort.	- The teacher sometimes organizes the content so that it is personally meaningful and relevant to students. - The teacher sometimes develops learning experiences where inquiry, curiosity, and exploration are valued. - The teacher sometimes reinforces and rewards effort.	- The teacher rarely organizes the content so that it is personally meaningful and relevant to students. - The teacher rarely develops learning experiences where inquiry, curiosity, and exploration are valued. - The teacher rarely reinforces and rewards effort.
Presenting Instructional Content	- Presentation of content always 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; - concise communication; - logical sequencing and segmenting; - all essential information; and - no irrelevant, confusing, or nonessential information.	- Presentation of content most of the time 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; - concise communication; - logical sequencing and segmenting; - all essential information; and - no irrelevant, confusing, or nonessential information.	- Presentation of content rarely 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; - concise communication; - logical sequencing and segmenting; - all essential information; and - no irrelevant, confusing, or nonessential information.
Lesson Structure and Pacing	- The lesson starts promptly. - The lesson's structure is coherent, with a beginning, middle, end, and time for reflection. - Pacing is brisk and provides many opportunities for individual students who progress at different learning rates. - Routines for distributing materials are seamless. - No instructional time is lost during transitions.	- The lesson starts promptly. - The lesson's structure is coherent, with a beginning, middle, and end. - 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 closure or introductory elements. - Pacing is appropriate for less than half of the students and rarely provides opportunities for students who progress at different learning rates. - Routines for distributing materials are inefficient. - Considerable time is lost during transitions.

* Performance definitions are provided at levels 5, 3, and 1. Raters can score performance at levels 2 or 4 based on their professional judgment.

INSTRUCTION *Continued*

	SIGNIFICANTLY ABOVE EXPECTATIONS (5)	AT EXPECTATIONS (3)	SIGNIFICANTLY BELOW EXPECTATIONS (1)
Activities and Materials	Activities and materials include all of the following: • support the lesson objectives; • are challenging; • sustain students' attention; • elicit a variety of thinking; • provide time for reflection; • are relevant to students' lives; • provide opportunities for student-to-student interaction; • induce student curiosity and suspense; • provide students with choices; • incorporate multimedia and technology; and • incorporate resources beyond the school curriculum texts (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 self-monitoring.	Activities and materials include most of the following: • support the lesson objectives; • are challenging; • sustain students' attention; • elicit a variety of thinking; • provide time for reflection; • are relevant to students' lives; • provide opportunities for student-to-student interaction; • induce student curiosity and suspense; • provide students with choices; • incorporate multimedia and technology; and • incorporate resources beyond the school curriculum texts (e.g., teacher-made materials, manipulatives, resources from museums, cultural centers, etc.).	Activities and materials include few of the following: • support the lesson objectives; • are challenging; • sustain students' attention; • elicit a variety of thinking; • provide time for reflection; • are relevant to students' lives; • provide opportunities for student-to-student interaction; • induce student curiosity and suspense; • provide students with choices; • incorporate multimedia and technology; and • incorporate resources beyond the school curriculum texts (e.g., teacher-made materials, manipulatives, resources from museums, etc.).
Questioning	Teacher questions are varied and high quality, providing a balanced mix of question types: • knowledge and comprehension; • application and analysis; and • creation and evaluation. Questions are consistently purposeful and coherent. • A high frequency of questions is asked. • Questions are consistently sequenced with attention to the instructional goals. • Questions regularly require active responses (e.g., whole-class signaling, choral responses, written and shared responses, or group and individual answers). • Wait time (3-5 seconds) is consistently provided. • The teacher calls on volunteers and nonvolunteers, and a balance of students based on ability and sex. • Students generate questions that lead to further inquiry and self-directed learning.	Teacher questions are varied and high quality, providing for some, but not all, question types: • knowledge and comprehension; • application and analysis; and • creation and evaluation. Questions are usually purposeful and coherent. • A moderate frequency of questions is asked. • Questions are sometimes sequenced with attention to the instructional goals. • Questions sometimes require active responses (e.g., whole-class signaling, choral responses, or group and individual answers). • Wait time is sometimes provided. • The teacher calls on volunteers and nonvolunteers, and a balance of students based on ability and sex.	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. • A low frequency of questions is asked. • Questions are rarely sequenced with attention to the instructional goals. • Questions rarely require active responses (e.g., whole-class signaling, choral responses, or group and individual answers). • Wait time is inconsistently provided. • The teacher mostly calls on volunteers and high-ability students.

INSTRUCTION <i>Continued</i>			
	SIGNIFICANTLY ABOVE EXPECTATIONS (5)	AT EXPECTATIONS (3)	SIGNIFICANTLY BELOW EXPECTATIONS (1)
Academic Feedback	- Oral and written feedback is consistently academically focused, frequent, and high quality. - Feedback is frequently given during guided practice and homework review. - The teacher circulates to prompt student thinking, assess each student's progress, and provide individual feedback. - Feedback from students is regularly used to monitor and adjust instruction. - Teacher engages students in giving specific and high-quality feedback to one another.	- Oral and written feedback is mostly academically focused, frequent, and mostly high quality. - Feedback is sometimes given during guided practice and homework review. - The teacher circulates during instructional activities to support engagement and monitor student work. - Feedback from students is sometimes used to monitor and adjust instruction.	- The quality and timeliness of feedback is inconsistent. - Feedback is rarely given during guided practice and homework review. - The teacher circulates during instructional activities, but monitors mostly behavior. - Feedback from students is rarely used to monitor or adjust instruction.
Grouping Students	- The instructional grouping arrangements (either whole class, small groups, pairs, or individual; heterogeneous or homogeneous ability) consistently maximize student understanding and learning efficiency. - All students in groups know their roles, responsibilities, and group work expectations. - All 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 best 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 (either whole class, small groups, pairs, or individual; heterogeneous or homogeneous ability) adequately enhance student understanding and learning efficiency. - Most students in groups know their roles, responsibilities, and group work expectations. - Most 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, most of the time, accomplish the goals of the lesson.	- The instructional grouping arrangements (either 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	- Teacher displays extensive content knowledge of all the subjects she or he teaches. - Teacher regularly implements a variety of subject-specific instructional strategies to enhance student content knowledge. - Teacher regularly highlights key concepts and ideas and uses them as bases to connect other powerful ideas. - Limited content is taught in sufficient depth to allow for the development of understanding.	- Teacher displays accurate content knowledge of all the subjects he or she teaches. - Teacher sometimes implements subject-specific instructional strategies to enhance student content knowledge. - Teacher sometimes highlights key concepts and ideas and uses them as bases to connect other powerful ideas.	- Teacher displays under-developed content knowledge 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	- Teacher practices display understanding of each student's anticipated learning difficulties. - Teacher practices regularly incorporate student interests and cultural heritage. - Teacher regularly provides differentiated instructional methods and content to ensure children have the opportunity to master what is being taught.	- Teacher practices display understanding of some students' anticipated learning difficulties. - Teacher practices sometimes incorporate student interests and cultural heritage. - Teacher sometimes provides differentiated instructional methods and content to ensure children have the opportunity to master what is being taught.	- Teacher practices demonstrate minimal knowledge of students' anticipated learning difficulties. - Teacher practices rarely incorporate student interests or cultural heritage. - Teacher practices demonstrate little differentiation of instructional methods or content.

INSTRUCTION *Continued*

	SIGNIFICANTLY ABOVE EXPECTATIONS (5)	AT EXPECTATIONS (3)	SIGNIFICANTLY BELOW EXPECTATIONS (1)
Thinking	The teacher thoroughly teaches two or more 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 provides opportunities where students: • generate a variety of ideas and alternatives; • analyze problems from multiple perspectives and viewpoints; and • monitor their thinking to ensure that they understand what they are learning, are attending to critical information, and are aware of the learning strategies that they are using and why.	The teacher thoroughly teaches one type 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 provides opportunities where students: • generate a variety of ideas and alternatives; and • analyze problems from multiple perspectives and viewpoints	The teacher implements no learning experiences that thoroughly teach any type of thinking. The teacher provides no opportunities where students: • generate a variety of ideas and alternatives; or • analyze problems from multiple perspectives and viewpoints.
Problem Solving	The teacher implements activities that teach and reinforce three or more 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 implements activities that teach two of the following problem-solving types: • Abstraction • Categorization • Drawing Conclusions/Justifying Solution • Predicting Outcomes • Observing and Experimenting • Improving Solutions • Identifying Relevant/Irrelevant Information • Generating Ideas • Creating and Designing	The teacher implements no activities that teach the following problem-solving types: • Abstraction • Categorization • Drawing Conclusions/Justifying Solution • Predicting Outcomes • Observing and Experimenting • Improving Solutions • Identifying Relevant/Irrelevant Information • Generating Ideas • Creating and Designing

The Learning Environment

	Exemplary (5)	Proficient (3)	Unsatisfactory (1)
Expectations	- Teacher sets high and demanding academic expectations for every student. - Teacher encourages students to learn from mistakes. - Teacher creates learning opportunities where all students can experience success. - Students take initiative and follow through with their own work. - Teacher optimizes instructional time, teaches more material, and demands better performance from every student.	- Teacher sets high and demanding academic expectations for every student. - Teacher encourages students to learn from mistakes. - Teacher creates learning opportunities where most students can experience success. - Students complete their work according to teacher expectations.	- Teacher expectations are not sufficiently high for every student. - Teacher creates an environment where mistakes and failure are not viewed as learning experiences. - Students demonstrate little or no pride in the quality of their work.
Managing Student Behavior	- Students are consistently well behaved and on task. - Teacher and students establish clear rules for learning and behavior. - The teacher uses several techniques, such as social approval, contingent activities, and consequences to maintain appropriate student behavior. - The teacher overlooks inconsequential behavior. - The teacher deals with students who have caused disruptions rather than the entire class. - The teacher attends to disruptions quickly and firmly.	- Students are mostly well behaved and on task, some minor learning disruptions may occur. - Teacher establishes rules for learning and behavior. - The teacher uses some techniques, such as social approval, contingent activities, and consequences to maintain appropriate student behavior. - The teacher overlooks some inconsequential behavior, but other times addresses it, stopping the lesson. - The teacher deals with students who have caused disruptions, yet sometimes he or she addresses the entire class.	- Students are not well behaved and are often off task. - Teacher establishes few rules for learning and behavior. - The teacher uses few techniques to maintain appropriate student behavior. - The teacher cannot distinguish between inconsequential behavior and inappropriate behavior. - Disruptions frequently interrupt instruction.
Environment	The classroom - welcomes all members and guests. - is organized and understandable to all students. - supplies, equipment, and resources are easily and readily accessible. - displays student work that frequently changes. - is arranged to promote individual and group learning.	The classroom - welcomes most members and guests. - is organized and understandable to most students. - supplies, equipment, and resources are accessible. - displays student work. - is arranged to promote individual and group learning.	The classroom - is somewhat cold and uninviting. - is not well organized and understandable to students. - supplies, equipment, and resources are difficult to access. - does not display student work. - is not arranged to promote group learning.
Respectful Culture	- Teacher-student interactions demonstrate caring and respect for one another. - Students exhibit caring and respect for one another. - 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 friendly, but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. - Students exhibit respect for the teacher and are generally polite to each other. - Teacher is sometimes receptive to the interests and opinions of students.	- Teacher-student interactions are sometimes authoritarian, negative, or inappropriate. - Students exhibit disrespect for the teacher. - Student interaction is characterized by conflict, sarcasm, or put-downs. - Teacher is not receptive to interests and opinions of students.

Designing and Planning Instruction

	Exemplary (5)	Proficient (3)	Unsatisfactory (1)
Instructional Plans	Instructional plans include: - measurable and explicit goals aligned to state content standards; - activities, materials, and assessments that: - are aligned to state standards; - are sequenced from basic to complex; - build on prior student knowledge, are relevant to students' lives, and integrate other disciplines; - provide appropriate time for student work, student reflection, and lesson and unit closure; - evidence that plan is appropriate for the age, knowledge, and interests of all learners and; - evidence that the plan provides regular opportunities to accommodate individual student needs.	Instructional plans include: - goals aligned to state content standards; - activities, materials, and assessments that: - are aligned to state standards; - are sequenced from basic to complex; - build on prior student knowledge; - provide appropriate time for student work, and lesson and unit closure; - evidence that plan is appropriate for the age, knowledge, and interests of most learners and; - evidence that the plan provides some opportunities to accommodate individual student needs.	Instructional plans include: - few goals aligned to state content standards; - activities, materials, and assessments that: - are rarely aligned to state standards; - are rarely logically sequenced; - are rarely build on prior student knowledge; - inconsistently provide time for student work, and lesson and unit closure; - little evidence that the plan is appropriate for the age, knowledge, or interests of the learners and; - little evidence that the plan provides some opportunities to accommodate individual student needs.
Student Work	Assignments require students to: - 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 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 some life experiences.	Assignments require students to: - mostly reproduce information; - rarely draw conclusions and support them through writing and; - rarely connect what they are learning to prior learning or life experiences.
Assessment	Assessment Plans: - are aligned with state content standards; - have clear measurement criteria; - measure student performance in more than three ways (e.g., in the form of a project, experiment, presentation, essay, short answer, or multiple choice test); - require extended written tasks; - are portfolio-based with clear illustrations of student progress toward state content standards and; - include descriptions of how assessment results will be used to inform future instruction.	Assessment Plans: - are aligned with state content standards; - have measurement criteria; - measure student performance in more than two ways (e.g., in the form of a project, experiment, presentation, essay, short answer, or multiple choice test); - require written tasks and; - include performance checks throughout the school year.	Assessment Plans: - are rarely aligned with state content standards; - have ambiguous measurement criteria; - measure student performance in less than two ways (e.g., in the form of a project, experiment, presentation, essay, short answer, or multiple choice test) and; - include performance checks, although the purpose of these checks is not clear.

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 TAP/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 administrators 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 TAP 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 employee 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 administrators in the evaluation process and will allow administrators 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 administrator.

*** 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 administrators 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 administrators.}

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

TAP/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 administrators 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 (see page 17).
3. At the end of an evaluation cycle, a final administrative recommendation based on the **Summary Overall Score** (see page 18) 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 administrator 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.

4. 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.

5. 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.
6. 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

The following pages contain forms that will be used for evaluating certificated staff members.

Evaluator/Self-Evaluation Report
☐ Announced
☐ Unannounced
 (This form is completed for each evaluation cycle.)

Staff Member Evaluated _____	Evaluation Cycle	1	2	3	4
School Name _____	Time/Subject _____				
Date _____					
Evaluator _____	Administrator _____	Master Teacher _____			

Instruction	Evaluator Scores	Self-Evaluation Scores	Reinforcement Objective
Standards and Objectives (S&O)			
Motivating Students (MOT)			
Presenting Instructional Content (PIC)			

Lesson Structure and Pacing (LS)			
Activities and Materials (ACT)			
Questioning (QU)			
Academic Feedback (FEED)			
Grouping Students (GRP)			
Teacher Content Knowledge (TCK)			
Teacher Knowledge of Students (TKS)			
Thinking (TH)			
Problem Solving (PS)			
The Learning Environment			Refinement Objective
Expectations (ES)			
Managing Student Behavior (MSB)			
Environment (ENV)			
Respectful Culture (RC)			
Designing and Planning Instruction			
Instructional Plans (IP)			
Student Work (SW)			
Assessment (AS)			

Evaluator Signature _____ Date _____

Staff Member Signature _____ Date _____

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: _____

Administrator Signature: _____ Date: _____

Implementation Date/Timeline: _____

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

Teacher's Comments:

Administrator's Comments and Recommendation:

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

Teacher Signature: _____

Administrator Signature: _____

Date of Recommendation: _____

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 administrator. (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 TAP/NIET Evaluation. (Score = 1.6 – 2.25)

Teacher: _____ School: _____

Grade/Subject: _____ Date: _____

Administrator: _____

Procedures:

5. 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 Remediation Plan.

6. 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.

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

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

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

Teacher Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

Implementation Date/Timeline: _____

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

Teacher's Comments:

Administrator's Comments and Recommendation:

- ☐ 3. I am continuing the Remediation Plan with a revised date of conclusion.
- ☐ 4. I am removing the teacher from the Remediation Plan due to the teacher's successful completion of the Remediation Plan.
- ☐ 5. 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: _____

Administrator Signature: _____

Date of Recommendation: _____

Appendix H

FAMILY AND MEDICAL LEAVE - FMLA

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 his/her 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; or
2. Up to 26 workweeks in a single 12-month period for the care of a covered service member with a serious injury or illness. 29 CFR § 825.127

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

I. Limits on Leave

a. 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).

b. 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 his/her attorney or the doctor(s) representing the birth parent submitting to physical examinations, or traveling to another country to complete an adoption.

II. Definitions Applicable to All FMLA Leave

- a. **"1250 hours of work"** means actual work hours and does not include holidays, time spent in paid or unpaid 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 actually 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)
- b. **"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.
- c. **"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)
- d. **"Eligible Employee"** means an employee who has:
 - i. Been employed by the District for at least twelve (12) months;
 - ii. 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. 29 CFR §825.110(b)

- iii. Worked at least 1250 hours in the twelve-month period immediately preceding the need for family-medical leave; and
 - iv. Not exhausted their allotment of the family-medical leave in the applicable time period.
- 29 CFR §825.110.

e. **“Incapacity”** means inability to work, attend District or perform other regular daily activities due to the serious health condition, treatment thereof, or recovery therefrom. 29 CFR §825.113(b)

f. **“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 hearing impaired. It does not include teacher assistants or aides, counselors, psychologist, or curriculum specialists. 29 CFR §825.600(c)

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

h. **“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:

- i. doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- ii. 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;
- iii. 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;
- iv. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts;
- v. any health care provider recognized by the District or the District’s group health plan’s benefit 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

i. **“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

- j. **“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
- k. **“Serious health condition”** means an illness, injury, impairment, or physical or mental condition that involves one of the following:
- 1) 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.
 - 2) 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.
 - 3) Pregnancy 29 CFR §825.115(b)
Any period of incapacity due to pregnancy or for prenatal care.
 - 4) Chronic Conditions Requiring Treatments 29 CFR §825.115(c)
A chronic condition which:
 - a) 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;
 - b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy).
 - 5) 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.
 - 6) 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, ear aches, 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 out-patient 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 FML. 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

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

m. An employee is "unable to perform the functions of his/her 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 for treatment. 29 CFR §825.123(a)

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

III. Requests for Family Medical Leave

- a. 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
- b. 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 foreseeable leave must be submitted no later than fifteen (15) calendar days after the beginning of the leave. 29 CFR §825.303
- c. Initial requests may be oral; however, employees must complete and submit to the Superintendent or designee a written request for FMLA leave.
- d. 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
- e. The following certifications are required to support requests for leave and must be provided, (see further explanation in Section V below):
 - i. 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."
 - ii. 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."

- iii. 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.
- f. The following documentation may be required to support requests for leave, and must be provided if requested: 29 CFR §825.302(c)
 - i. 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
 - ii. documentation of the birth, adoption, or foster care relationship for which parenting leave is requested;
 - iii. documentation of family relationship(s) may be required. 29 CFR §825.122(k)
- g. Leave may be taken in increments of no less than half days. 29 CFR §825.205(a)
- h. 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)

IV. Employee Certifications and HIPAA Release

For employee certifications, the Superintendent or designee 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 his/her 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.

V. Recertification

- a. 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
- b. 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)
- c. 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:

- i. the employee requests an extension of the leave;
 - ii. circumstances described by the previous certification have changed significantly (e.g. the duration of the illness, the nature of the illness, complications); or
 - iii. the District receives information that casts doubt upon the continuing validity of the certification.
- b. Re-certifications are at the employee's expense. No second or third opinion on recertification may be required other than the annual certification.
- c. 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

VI. 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

VII. Use of Paid Leave

- a. Any use of compensatory time or paid sick leave for an FMLA-qualifying absence will run concurrently with the FMLA designation.
- b. The District shall designate paid or unpaid leave as FMLA within five (5) business days absent extenuating circumstances, if all the following apply:
 - o The employer has compelling information based on information provided by the employee that leave was taken for an FMLA-qualifying event; and

- The employee is properly notified of his/her FMLA rights.
- c. Employees shall be required to use any available sick leave simultaneously with FMLA after exhausting any available compensatory time as required above and prior to use of other accrued benefit leave (personal business or family illness if applicable).
- d. Employees may request to use personal business leave simultaneously with FMLA leave for an FMLA-qualifying absence.
- e. FMLA leave may run concurrently with Workers' Compensation if the absence qualifies for both programs.
- f. The employee shall not accrue any sick leave, or other benefits during a period of unpaid FMLA leave.
- g. Whether FMLA leave is paid, unpaid, or a combination, the limits in Section II apply.

VIII. Intermittent Use of FMLA

- a. 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
- b. 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.
- c. 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.
- d. 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)

IX. Provisions Specific to Instructional Employees

A. 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:

- Take leave for a period or period of a particular duration, not greater than the duration of the planned treatment; or
- 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

B. 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.

X. Military Family Leave Entitlement

A. 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 his/her entire twenty-six (26) work weeks leave entitlement during the "single 12-month period" of leave, the remaining work weeks 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 his/her 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 his/her 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) work weeks 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) work weeks 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)

B. 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:

1. 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.
2. 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.
3. 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 day 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 child care on a routine, regular or everyday basis).

4. 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).
5. 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.
6. 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.
7. 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.
8. 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).
9. Any other event that the employee and the Board 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:

- a. appropriate facts supporting the need for leave, including any available written documentation supporting the request;
- b. the date on which the qualifying exigency commenced or will commence and the end date;
- c. where leave will be needed on an Intermittent basis, the frequency and duration of the qualifying exigency; and
- d. 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.

XI. Light Duty

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

XII. District Notices to Employees

A. 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.

B. 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 Human Resources 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.

XIII. 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.

XIV. 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 work week 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

XV. 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 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 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.

XVI. Reinstatement

The employee is responsible for notifying the District of his/her 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 his/her 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 FMLA.

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

This policy applies to support staff employees 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 that may require the use of unpaid leave. 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.

Absenteeism is one of the most serious problems any employer faces. It is harmful to both the employer and employee. The District considers repeated or habitual absences to be unacceptable and may result in disciplinary action up to and including

termination. However, the District also realizes that there will be some exceptions, such as extended illness, that require special consideration.

The District will not routinely grant unpaid personal leaves of absence. All available paid leave days must be used before an employee may request additional unpaid leave. The District reserves the right to grant an unpaid personal leave of absence on an individual basis and in 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 employee will complete an 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 voluntarily terminate employment due to the fact that the employee is unwilling or unable to fulfill the attendance requirements of the position, even with a reasonable accommodation.

Glossary

administrator evaluator – any PERRY TOWNSHIP SCHOOLS administrator who has been trained and certified as a TAP/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) – Under TAP, a career teacher is comparable to a traditional classroom teacher at a non-TAP school. 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. (**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 TAP/NIET domains

evaluator – a TAP/NIET trained and certified administrator, master teacher or mentor teacher, reading specialist (JGE/RPE only) who conducts a staff performance evaluation

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

master teacher – a Certified TAP/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 TAP/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 TAP/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 Tap/NIET domains; **Observations are on-site assessments of a certified teacher, or other certified employee, by evaluators as defined in the TAP/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 one (1) rating of Ineffective. (**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 Probationary Teacher who has received a rating of Highly Effective or who has received at least an Effective rating for three (3) of five (5) years. (**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.