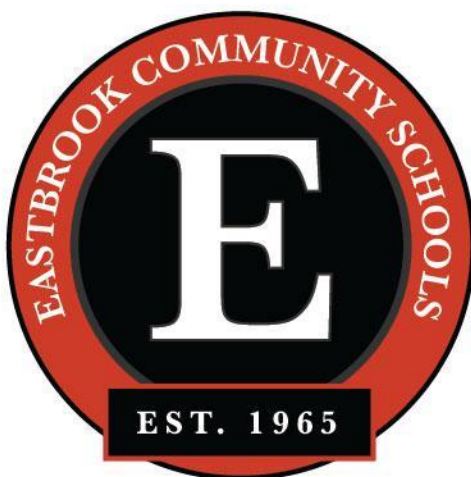


Eastbrook Community Schools Corporation

Certified Personnel Manual



**Board Approved
July 24, 2023**

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INTRODUCTION

This employee handbook outlines and explains Eastbrook Community Schools Corporation's employment practices and policies and also summarizes current school corporation benefits.

By adopting this employee handbook, the Board of School Trustees of Eastbrook Community Schools Corporation has consolidated various employment procedures for consistency in administration among certified personnel. This handbook should be regarded as a set of guidelines only and is not a contract. Neither the policies in this manual, nor any other written or verbal communication by a school corporation official, administrator, or supervisor are intended to create a contract of employment or a warranty of benefits. The policies in this manual may be amended, modified, deleted or otherwise changed by the Board of School Trustees without prior notice. This handbook supersedes and replaces all prior employee handbooks, policies or procedures. Please consult the Superintendent if you have any questions about the policies or procedures in this manual.

Eastbrook Community Schools Corporation has a separate policy manual for the classified employees and for the Transportation Department. Therefore, the foregoing policies are inclusive of all teaching personnel.

NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Eastbrook Board of School Trustees (School Board) does not discriminate on the basis of religion, race, color, national origin, sex, disability, age, marital status, genetic information, or any other legally protected characteristic, in its programs and activities, including employment opportunities. This non-discrimination policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs.

It is the responsibility of every supervisory personnel and employee to conscientiously follow this policy. Any employee having questions regarding this policy should discuss them with the Superintendent.

The Superintendent will ensure that Federal and State regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. Eastbrook Community Schools Corporation will fully comply with the provisions of the Americans with Disabilities Act of 1991 as amended.

DISCUSSION ITEMS DISCLOSURE

The following items have been discussed between the Eastbrook Community School Board and the Eastbrook Education Association. Consistent with Indiana Code, these items will continue to be in effect unless and until modified from time to time by the Board, but only after discussion with the Association. The parties acknowledge that these Items are not intended to represent all matters that have been discussed between the parties.

Discussion is the performance of the mutual obligation of the school employer and the certified staff to meet at reasonable times to discuss, provide meaningful input, or exchange points of view, with respect to the following subjects:

- Curriculum Development and Revision
- Textbook Selection
- Teaching Methods
- Hiring/Evaluation/Promotion/Demotion/Transfer/Assignment/Retention
- Student Discipline
- Expulsion or Suspension of Students
- Pupil/Teacher Ratio
- Class Size or Budget Appropriations
- Safety Issues/ Students and Employees
- Pre-evaluation planning session
- Superintendent's aggregate performance evaluation results (prior to Board presentation)
- Supplemental pay for certain Master's Degrees
- Funding for a plan of remediation
- Performance grants/stipends to teachers pursuant to I.C. 20-43-10-3
- Additions to base salary based on performance grants pursuant to I. C. 20-43-10-3

TEACHER REGULATIONS

1. TEACHER LICENSE AND EXPERIENCE

- A. Indiana Code 20-18-2-22 and 511 IAC 6.1-6-1 states, “Each school corporation shall employ only teachers, administrators, and student services specialists properly licensed under 511 IAC 10.” Therefore, teachers will be required to have a valid teachers license or adequate documentation on file in the Superintendent’s office prior to the beginning of each school year before a contract is issued.
- B. Failure to have a current license by the first teacher day will result in receiving substitute teacher pay until the required license is current. Exceptions may be granted in cases where a teacher can demonstrate that the licensure is already in process or in other cases of extenuating circumstances deemed reasonable by the Superintendent.
- C. Each teacher is responsible for applying for his/her teaching license and supplying the Administrative Office with a copy.
- D. If a change has been made to a teacher’s transcript, a set of the teacher’s transcripts must be provided to the Superintendent’s office prior to the beginning of the school year.

2. TEACHING CONDITIONS

A. Number of Contract Days:

- 1. The basic teaching year shall be 183 contracted days for all certified teachers except for the following positions that shall be given extended contracts:

Guidance Counselor	183 Days Elementary Schools
	188 Days Middle School
	193 Days High School (9-10 th Grade)
	203 Days High School (11-12 th Grade)

FFA Advisors:	198 Days
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- 2. Teachers employed by the Eastbrook Community Schools Corporation shall perform under the calendar, schedule, and emergency (weather-related, mechanical, electrical, catastrophic) closing procedures established by the building to which the teacher is assigned. In the event such a teacher has no students report on a particular (or portion) of a school day, then that teacher will use the day for individual professional activities (e.g. curriculum work, evaluation of students, etc.) in that building. However, in no case shall a teacher be required to work more than the above number of specified days.
- 3. The foregoing number of days will be adjusted to reflect any change in the State of Indiana minimum requirements.

B. Teacher Hours at School:

1. The basic school day of assigned duties for teachers shall not be more than seven hours and 30 minutes subject to the following:
 - a) The Superintendent will set the specific hours for each building. The elementary day for teachers shall be 7:40 AM to 3:10 PM. The secondary day for teachers shall be 7:50 AM to 3:20 PM.
 - b) It is understood that the length of the basic school day for all teachers shall be extended to include, but not be limited to such activities as parent-teacher conferences, faculty meetings, duties for which extra-duty pay is received, and when necessitated by transportation delays so that students are not in the school without supervision.
2. All teachers shall have a minimum of 30 consecutive minutes free from school assigned duties between the hours of 10:00 a.m. and 2:00 p.m.
3. Teachers may leave the building during their non-duty assigned time after receiving authorization from the building principal, or his/her designee, to perform instructional related duties.
4. Each full-time teacher under contract shall be assigned instructional responsibilities in accordance with the terms below:
 - a) Elementary teachers shall have students assigned up to a maximum of 37.5 hours per week. Each elementary teacher shall have no less than 40 minutes of preparation time per day.
 - b) Middle School and High School teachers may be assigned six (6) periods each per day. The Superintendent may assign additional periods with additional compensation. Each secondary teacher shall have no less than 40 minutes of preparation time per day.

C. Class Size:

Efforts will be made to keep the student/teacher ratio to the following goals:

- *Grades K-2:* 22:1
- *Grades 3-5:* 28:1
- *Grades 6-12:* 28:1

D. School Calendar:

The Superintendent shall make a recommendation to the School Board based on student needs, IDOE requirements, and input from the Eastbrook Education Association. The calendar shall be based on 180 student days and 183 teacher days. Teacher work days shall consist of one day prior to the beginning of the year and one

day at the end of the second semester and one day throughout the school year. Certified staff shall be given a one-hour lunch on teacher work days.

E. Non-Working Days:

The school calendar shall include the following non-working days:

- Labor Day
- Fall Break
- Thanksgiving Vacation
- Christmas Vacation
- Martin Luther King Day (Flex Day)
- Presidents' Day (Flex Day)
- Spring Vacation
- Good Friday
- Memorial Day

Martin Luther King Day and Presidents Day are Flex Days. Flex days may be used as make-up days or eLearning Days based on the needs of the district.

F. Professional Development Days:

All teachers shall participate in professional development during scheduled eLearning days as well as before and after school as needed. Teachers shall participate in collaboration, professional development meetings as directed and determined by the building principal and director of curriculum and assessment

3. TEACHER ABSENCE

- A. Teachers must complete a Request for Approved Leave form when requesting leave. All leave forms must be submitted to the building principal and then forwarded to the Superintendent. *See Appendix A.*
- B. Each teacher is entitled to ten (10) sick days per year plus accumulated sick leave (170 maximum). Newly hired teachers are entitled to twelve (12) sick days the first contract year.
- C. A teacher may transfer sick leave from his/her previous corporation at the rate of three (3) per year after the first year.
- D. Each teacher is entitled to three (3) personal leave days per year. Personal leave days may accumulate to six (6). Personal leave days over six (6) are added to the sick leave balance.
- E. Requests for leave without pay or for professional leave will be granted at the discretion of the Superintendent.

F. Sick leave of all employees may be used in accordance with the provision set out in the contract. The school corporation has the right to require a doctor's certificate for an absence from work.

G. Teacher Absence Administration

1. All teachers' absences from their positions at their own request must be charged to one of the following:

Sick Leave (Self or Family)

Personal Business

Conference (Employee or Administrator Initiated)

Bereavement (Family or Friend)

Case Conference

Unpaid Leave

Jury Duty Leave

2. All time off from school will be charged in one-half-day or full-day increments.

3. Teachers who are absent during their preparation period with the principal's permission will not be charged with time off.

4. Coaches who must be sent for a scheduled contest will not be charged with time off.

5. Late teacher arrival at school would not ordinarily be charged as time lost, but may result in a conference and/or reprimand. Missing a substantial part of the day or repeated offenses may result in time lost without pay.

6. Substitutes should be employed whenever possible when teachers use their leave time.

4. SUBSTITUTES

When a teacher is sick, he/she must contact his/her principal or designee as soon as possible.

5. TEACHER PERFORMANCE EVALUATION PLAN

A. The evaluation of the work performed of all teachers is the responsibility of the Administration. All supervision and observation of the work performance of a teacher shall be conducted openly. A teacher shall not be suspended or discharged without statutory cause as documented by investigation and substantive written evidence.

B. The Eastbrook Community Schools evaluation model for certified staff is a modified version of the RISE Evaluation Model.

C. The development and implementation of the employee performance evaluation plan is a positive, cooperative and continuing process. The plan will:

1. Provide for the opportunity to improve the employee's performance;
 2. Provide for the growth and development of the employee;
 3. Require periodic assessment of the effectiveness of the plan; and
 4. Provide specific direction for improvement if areas of concern are identified.
- D. No material derogatory to a teacher's conduct, service character, or personality shall be placed in his/her file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material and has received a copy of such by affixing his/her signature and the date to the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such a signature does not necessarily indicate agreement with its contents.
- E. Any teacher will have the right to respond in writing to any written evaluation and to place said response in his/her permanent file. The teacher may examine and copy any evaluation reports or other documents contained in the teacher's personnel file.
- F. The Administration and the Association shall meet periodically at a mutually agreeable time to review the effectiveness of the plan.

6. TEACHER DUE PROCESS

- A. The school corporation will supply the teacher the reasons in writing in sufficient time to prepare a defense to allegations being made.
- B. The school corporation will advise the teacher of the names of the witnesses for the school corporation at least five (5) calendar days prior to the hearing, except possible rebuttal witnesses. The teacher will advise the school corporation of the names of witnesses to be called by the teacher at least three (3) calendar days prior to the hearing, except possible rebuttal witnesses.
- C. At any hearing requested by the teacher, the teacher may be represented by a third party or counsel and may introduce evidence on the teacher's behalf and cross examine the witness.
- D. Either party may request that all witnesses be sworn or affirmed by their oath and such witnesses shall be then so sworn.
- E. Either party may request that a transcript or recording be made of the hearing. The requesting party shall bear the initial expense of such transcript or recording and shall furnish the other party a true, accurate, and complete copy of such transcript or recording at the other party's expense.
- F. The decision, after the hearing, must determine the facts solely upon the evidence which is presented at the hearing.

- G. The School Board shall make written findings and conclusions of the fact and supply a copy of said findings and conclusions of fact to the teacher, the Association, and any individual representative of record of the teacher.
- H. If an Indiana Statute conflicts with this due process policy concerning the issue at hand, the Indiana Statute will take precedence.

7. DRESS AND APPEARANCE

All certified staff are expected to dress and groom themselves appropriately for their profession at all times and convey an attitude of excellence. *See Appendix B.*

8. LEAVING SCHOOL

Teachers are not to leave school grounds during the school day, other than lunch time, without permission of the building principal.

9. TEACHER MEETINGS

All teachers are expected to be present at general and/or building teachers' meetings unless excused by the Superintendent and/or building principal. Every effort will be made to provide appropriate time to plan for attendance at the meetings.

10. PAY SCHEDULE/TAX FORMS/LIFE CHANGES

- A. A payroll schedule for the current school year is provided to employees (on the website. Paper copies would be available as well) each year. A W-4 form (federal withholding) and a WH-4 form (state withholding) will need to be completed if there is a change to a teacher's marital status, number of dependents, or a change of address or name. The Administrative Office will need to be notified of change in marital status or change in the number of dependents.
- B. Teachers shall receive their pay in 26 payments unless the Administrative Office receives a request in writing that the teacher desires 22 payments.
- C. The first (1st) payday shall be the second (2nd) Friday of the school year. In the event a school holiday falls on a payday, teachers shall receive that paycheck on the last school day prior to the holiday except during the Christmas holiday. Checks shall be received during the Christmas holiday on the regular payday except when section D below applies.
- D. In the event adequate funds are not available to meet the last payroll in December, that pay for teachers shall fall on the first Friday in January.

11. PAYROLL DIRECT DEPOSIT/PAY STUB DELIVERY

- A. All employees are required to directly deposit their pay. Forms can be obtained from the Administration Office.
- B. Teachers shall access their pay stubs on the Doculivity website.

12. FRINGE BENEFIT ADMINISTRATION

- A. Newly hired teachers to the school corporation are eligible for health insurance on the teacher's first working day. Eligible employees will enroll on-line.
- B. Teachers who qualify for health insurance but who are presently covered under another policy may apply for health insurance at any time in life changing situations. Otherwise, all insurance must be applied for at the time of employment or during the open enrollment period.
- C. Long-term substitute teachers are not eligible for any fringe benefits.
- D. Fringe benefits including life insurance, income protection insurance (Long-term disability insurance), and vision insurance are effective the first day of the month following the teacher's first working day.
- E. If a teacher is covered by income protection insurance, such protection will be terminated on August 31 if the teacher fulfilled his/her contract. Otherwise, the coverage will be terminated on the last day of the month of employment. If a teacher is approved for a leave of absence, the teacher is responsible to pay the premiums for the income protection once all paid days have been exhausted and all FMLA leave has been exhausted. If the teacher chooses not to pay the premiums to continue the coverage while on a leave of absence, the coverage will be terminated and the teacher will then be subject to evidence of insurability if he/she wants to enroll upon returning to work. (Note: If disabled while on leave, coverage should start on the day the teacher is scheduled to return to work.)
- F. Upon exhaustion of all paid days and FMLA leave, teachers on a maternity leave of absence will be required to pay full premium for hospitalization/health insurance, vision insurance, income protection insurance, and life insurance. These premiums can be paid through payroll deduction, if the teacher continues to receive pay from a reduced contract amount, or the teacher will pay by check each month while on leave.
- G. All insurance will be provided on the basis of 12 calendar months' insurance for each 183 school days worked but not to exceed 12 calendar months earned coverage in any one school year.
- H. Open enrollment – annual open enrollment for eligible employees not currently on the plan will be November 1-15, with coverage becoming effective January 1. Deductions begin in December for coverage beginning in January.

13. SCHOOL INSURANCE

- A. The following insurance is available:
 - 1. Health Insurance
 - 2. Vision Insurance
 - 3. Life Insurance
 - 4. LTD Income Protection Insurance

14. TAX-SHELTERED ANNUITIES (TSA)

- A. Eastbrook Community Schools Corporation provides the opportunity to participate in a 403(b) plan. This plan allows employees to set aside earnings tax free. Contributions must be made to one of the approved vendors. A list of the approved vendors will be provided by the Administration Office upon request.
- B. Once a company is recognized to write TSA policies with the district, that privilege will be retained as long as any one employee retains their policy unless this privilege is revoked by the school district for misrepresentation by the company or other just cause.
- C. Each employee is provided the opportunity to participate in a voluntary tax-sheltered annuity program. Enrollment periods are on a semi-annual basis. These time periods are August 1 – August 31 and December 1 – December 31. Members may change the contribution amount at any time during the school year, but may only change carriers during enrollment periods. An agreement for a reduction in wages for a TSA will remain in effect for subsequent years unless cancelled by the employee.
- D. The school district does not approve any TSA company. The district only agrees to make payroll deductions for the employee.
- E. Any complaint of unfair practices or misrepresentation on the part of any agent or company shall be made in a signed statement to the Superintendent.
- F. Payroll deducted contributions will be sent to the TSA vendor after each payroll from which it was deducted.
- G. Fringe benefits including life insurance, income protection insurance (long-term disability insurance), and vision insurance are effective the first day of the month following the teacher's first working day.

15. FMLA LEAVE OF ABSENCE

- A. Eastbrook Community Schools Corporation complies with all applicable federal and state labor and employment laws, including the Family and Medical Leave Act of 1993 (FMLA).
- B. Under FMLA, eligible employees are entitled to certain rights, and have certain obligations, with respect to unpaid leave for certain family and medical reasons.

Any employee who has a question concerning any family or medical leave should contact the Superintendent.

- C. Teachers may request an unpaid leave of absence via the Family Medical Leave Act for a maximum length of time of 12 weeks for any of the following reasons:
1. To care for a newborn child, or a child newly placed in the employee's custody through adoption or foster care.
 2. To care for the employee's spouse, child, or parent who has a serious health condition.
 3. Because of the employee's own serious health condition, if that condition renders the employee unable to perform his or her job functions.
 4. Any qualifying exigency (as the Secretary, by regulation, determine) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call or order to active duty status in the Armed Forces, in support of a contingency operation.
 5. An eligible employee may take FMLA up to 26 weeks per leave year for the following reason: "To permit a spouse, son, daughter, parent, next of kin to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness."
- D. Generally, FMLA is not paid. However, an eligible employee that has accrued but unused sick days available, must use those sick days concurrently with FMLA leave taken for the employee's own serious health condition or for the care of a family member with a serious health condition. An eligible employee that has accrued but unused personal or vacation days available, must use those days concurrently with FMLA leave taken for adoption/foster care or care of a newborn.
- E. Teachers shall be required to request a leave of absence in the event that the leave is greater than two weeks.
- F. This is a summary of the Family Medical Leave Act as it will be applied by Eastbrook. Contact the Administration Office for further information or questions regarding the FMLA.

EASTBROOK EDUCATION ASSOCIATION RIGHTS

- A. The Association shall have the exclusive right to a bulletin board and/or table space in the teachers' lounge when said lounge exists, or in the event that a lounge does not exist, in the building office complex.
- B. The Association shall have the right to place materials properly identified by the Association in the mailboxes and email accounts of teachers. Placement shall be made by the building representative or other authorized Association representative.
- C. The Association shall have the right to hold meetings in school buildings with the following circumstances:
 - 1. The Association agrees to abide by regulations as are normally applicable to users of building space.
 - 2. The meeting shall be scheduled with the appropriate building principal prior to the proposed meeting.
 - 3. The meeting shall be held either prior to the first scheduled classroom duty, homeroom, or other assignment, whichever is earlier, or after the last classroom duty, homeroom, or other assignment, whichever is later.
- D. The Association President shall be provided with copies of all Board of Education agendas and minutes of official meetings as they become available.

VACANCIES AND TRANSFERS/LAYOFF AND RECALL

VACANCIES AND TRANSFERS

- A. The Superintendent shall post all vacancies in present positions or newly created positions, including extracurricular positions. All known vacancies that occur shall be posted in all school buildings, except during the non-posting period, which is July 15-September 1.
- B. The Superintendent may post positions during the non-posting period at his/her discretion.
- C. All postings shall be for five to ten calendar days or until filled depending on the needs of the district.
- D. Any qualified employee may apply for the positions described in section A and all applications shall be given consideration, which might include but not be limited to an interview.
- E. Employees who desire a transfer shall file a written/electronic statement of such desire with the Superintendent.

- F. Employees who have requested transfer shall be notified, in writing and/or in person, by August 1, for the succeeding year or January 1, for the second (2nd) semester of the administration's decision on said transfer.
- G. "Areas of certification" as used in this manual means areas of regular certification and shall not be construed to include areas of emergency or temporary certification.
- H. Vacancies will be filled on a voluntary basis first. Involuntary transfers will then be made on the basis of the needs of the school district.
- I. The Superintendent shall make the final decision of all transfer requests with input from the building-level principals and the Eastbrook Education Association

LAY-OFF & RECALL

- A. The Board and/or Superintendent agrees to discuss with the certified staff any proposed reduction in force. Subjects for discussion will include the need for the proposed reduction, curriculum changes, and the elimination of any positions. After discussion, the Superintendent will compile a report containing a recommendation and including:
 - 1. The reasons for the proposed reduction;
 - 2. The positions, subject areas, grade levels, and/or assignments, if known, which would be involved in the proposed reduction in staff, and
 - 3. The Association's opinion or position on the proposed reduction in staff. The Association will be furnished with a copy of the report at the same time it is given to the School Board.
- B. For specific information related to Reduction in Force, please see Appendix C.
- C. In the event of a recall from layoff, the following factors will be utilized:
 - 1. Teachers who have been laid off as a result of staff reduction will be placed on a recall list in the order released and shall be recalled in the order in which they were laid off as openings become available for which the teacher is certified.
 - 2. Teachers who have been released because of staff reduction and who are on the recall list shall be recalled to open positions for which they hold certification before new persons are hired. It shall be the responsibility of the teacher to notify the central office of any change in certification.
 - 3. Teachers on the recall list shall receive the first chance to fill temporary contracts in their area of certification that become available as a result of teachers on the staff being granted leave. Teachers on the recall list who take a temporary contract shall not leave their place on the recall list, and shall be able to take regular positions that become available.

4. A teacher whose employment has been terminated as a result of staff reduction shall maintain his/her position on the recall list for a period of twelve (12) months.
5. Substitute teaching shall not adversely affect any other right, nor extend any other right in regard to the recall list.
6. Released teachers who are eligible for an open position shall be notified in person or by certified mail, return receipt requested, to the last address on file. Failure to accept the recall offer in writing within ten (10) calendar days of the notification shall result in the teacher's name being removed from the recall list. It is the teacher's responsibility to notify the central office of any address changes. Failure to advise the central office of a changed address shall alleviate the school corporation's obligation to notify the teacher.
7. If a teacher whose employment has been terminated because of staff reduction is recalled, but declines the position because of a current contractual commitment, the teacher can continue in that contract position for the remainder of the current school year and not lose recall rights as established in this policy for future openings in the school corporation. If that teacher subsequently declines a recall, or the time-designated letter (D) expires, he/she shall be removed from the recall list. Any teacher who declines recall for any reason other than (1) those listed above or (2) medical reasons shall be removed from the recall list.
8. Nothing in this manual shall be interpreted to require the school corporation to fill any teaching position that has become vacant or to prevent the school corporation from transferring teachers or reassigning responsibilities.
9. Teachers will be recalled based on:
 - Academic needs of the district
 - Evaluation performance
 - In the event that teachers have the same evaluation, then seniority will be considered.
10. Nothing in this manual shall be interpreted to restrict the school corporation from not renewing or cancelling a teacher's contract as otherwise permitted by law.

TITLE IX/DISCRIMINATION COMPLAINT PROCEDURES

Any person who feels that the School Corporation has discriminated against him/her on the basis of sex may use the complaint procedure explained below or may file a complaint directly to the building principal or the Title IX Coordinator of the School Corporation. Filing of a complaint or otherwise reporting sexual discrimination will not reflect upon the individual's status nor will it affect future educational or employment opportunities for the individual. The School Corporation's sexual harassment grievance procedure must be followed for complaints alleging sexual harassment.

Any employee who feels that the School Corporation has discriminated against him/her on the basis of race, color, age, religion, national origin, and disability should use the complaint procedure set out in this policy.

The right of confidentiality will be respected consistent with the School Corporation's legal obligations and the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

Reporting Sexual Discrimination

All reports of sexual discrimination will be handled in the following manner:

- (a) Reports must be in writing on forms supplied by the School Corporation (if a verbal complaint is made, the school official should file a written report);
- (b) Reports must name the person(s) charged with sexual discrimination and state the facts;
- (c) Reports must be presented to the building principal where the alleged conduct took place. The building principal shall inform the Title IX Coordinator of all filed reports;
- (d) The building principal who receives a report shall thoroughly investigate the alleged sexual discrimination and attempt to resolve the matter at the building level;
- (e) If the building principal cannot resolve the matter or is one of the persons named in the complaint, the complaint should be referred to the Title IX Coordinator. The Title IX Coordinator should investigate the matter and attempt to resolve the complaint.
- (f) The report and the results of the investigation will be presented to the Superintendent. The Superintendent shall review the report and make a recommendation to the Board of School Trustees of any action s/he deems appropriate.
- (g) The Board of Trustees may consider the report and the Superintendent's recommendation in executive session. The Board may take any action it deems appropriate. The name of the complainant will not be released to the public unless required by law.

SEXUAL HARASSMENT GRIEVANCE PROCEDURE

Policy Statement

It is the policy of the Eastbrook Community Schools Corporation to maintain a learning and working environment that is free from sexual harassment.

It shall be a violation of this policy for any employee of the School Corporation to harass another employee or student through unwelcome conduct or communications of a sexual nature as defined in Section II. It shall also be a violation of this policy for students to

harass other students through unwelcome conduct or communication of a sexual nature as defined in Section II. The use of the term "employee" also includes non-employees and volunteers who work subject to the control of school authorities.

The School Corporation will promptly:

1. investigate all complaints, written or verbal, of sexual harassment taken place at school or any school-sponsored activity within the United States;
2. take appropriate action to stop any harassment;
3. take appropriate action against any student or school employees who violates this policy; and
4. take any other action reasonably calculated to end and prevent further harassment of school employees or students.

The Title IX Coordinator is the person designated by the School Board to receive complaints of harassment and oversee the investigation of those complaints as described in this policy.

The Title IX Coordinator may be contacted at:

<i>Special Education Director</i>	titleixcoordinator@eastbrook.k12.in.us
<i>560 S 900 E</i>	
<i>Marion, Indiana 46953</i>	<i>765-664-1214</i>

The School Board will prominently display the contact information for the Title IX Coordinator and this policy on its website and in each student and employee handbook.

Applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the School Board will be notified of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. The notification must also include the School Board does not discriminate on the basis of sex in its education program or activity, it is required by Title IX not to discriminate in such a manner, the requirement not to discriminate extends to admission and employment, and inquiries about the application of Title IX may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

Definitions

Prohibited Conduct

Harassment Based on Sex

“Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. an employee of the School Board conditioning the provision of an aid, benefit, or service of the School Board on an individual’s participation in unwelcome sexual conduct;

2. unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School Board's education program or activity; or
3. "sexual assault" as defined in 20 U.S.C. § 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. § 12291(a)(10), "domestic violence" as defined in 34 U.S.C. § 12291(a)(8), or "stalking" as defined in 34 U.S.C. § 12291(a)(30).

Types of Sexual Harassment

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when made by any employee to a student, when made by any employee to another employee, or when made by any student to another student when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education.
2. Submission to or rejection of such conduct by an individual is used as a basis for academic or employment decisions affecting that individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's academic or professional performance or creating an intimidating, hostile, or offensive employment or educational environment.
4. Denial of an employment or educational opportunity of others occurs directly because an employee or a student submits to unwelcome requests for sexual favors made by a supervisor or teacher which results favorably for that employee or student.
5. Such conduct is engaged in by volunteers and/or non-employees over which the school corporation has some degree of control of their behavior while on school property.

Unwelcome Conduct of a Sexual Nature

1. Conduct of a sexual nature may include verbal or physical sexual advances and/or comments regarding physical or personality characteristics of a sexual nature.
2. Verbal or physical conduct of a sexual nature constitutes sexual harassment when the allegedly harassed employee has indicated, by his or her conduct or verbal objection, that it is unwelcome.
3. In the situation involving sexual harassment by an adult of an elementary student, unwelcomeness of the harassment is presumed and is not a factor to be considered.
4. An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome for any such subsequent conduct to be deemed unwelcome.

Examples of Sexual Harassment

Sexual harassment may include but is not limited to the following:

1. Verbal harassment or abuse.
2. Repeated remarks to a person with sexual or demeaning implications.
3. Unwelcome touching.

4. Pressure for sexual activity.
5. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, promotion, and/or salary increase.

Complaint Procedures

Report

Any student or school employee who believes he or she has been the victim of sexual harassment prohibited by this policy by a student, a school employee, or a third party should report the alleged harassment to the Title IX Coordinator or any school employee. The alleged harassment should be reported as soon as possible, and the report generally should be made within fifteen (15) school days of the occurrence.

Any student who has knowledge of conduct which may constitute sexual harassment should report such conduct to the Title IX Coordinator or any school employee. Any school employee who has notice that a student or a school employee may have been a victim of sexual harassment shall immediately report the alleged harassment to the Title IX Coordinator. Any complaint that involves the Title IX Coordinator should be reported to the superintendent. Oral or written reports are acceptable.

The complaint, the identity of the person allegedly harassed, and the alleged harasser will be disclosed only to the extent necessary to fully investigate the complaint and only when such disclosure is required or permitted by law. Additionally, a person allegedly harassed who wishes to remain anonymous shall be advised that such confidentiality may limit the School Corporation's ability to fully respond to the complaint.

After receiving a complaint, the Title IX Coordinator makes an initial determination whether the allegations may be sexual harassment prohibited by this policy. If the allegations are deemed as such, the Title IX Grievance Process below must be followed.

Definitions

"Actual knowledge" means notice of sexual harassment or allegations of sexual harassment prohibited by this policy to the Title IX Coordinator or any school official who has authority to institute corrective measures or to any school employee.

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment prohibited by this policy.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment prohibited by this policy and requesting the allegation be investigated. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail. When the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a party to the formal complaint. The allegations in a formal complaint must be investigated. In response to a formal complaint, the Title IX Grievance Process set out in this policy must be followed.

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment prohibited by this policy.

“Supportive measures” means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School Board’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security or monitoring of school property, and other similar measures. Any supportive measures provided are confidential, to the extent that maintaining such confidentiality does not impair the ability to provide supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Title IX Grievance Process

Any person may report sexual harassment (whether or not the person reporting is the victim of conduct that could constitute sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. Such a report may be made at any time, including non-business hours, by using the telephone number or electronic mail address, or by mail to the address listed for the Title IX Coordinator.

The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain the process for filing a formal complaint.

Complainants and respondents will be treated equitably by offering supportive measures to a complainant and by following this grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

This process does not preclude a respondent from being removed from the education program or activity on an emergency basis, provided that an individualized safety and risk analysis determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal and that the respondent is provided with notice and an opportunity to challenge the decision immediately following the removal.

This process does not preclude an employee who is a respondent from being placed on administrative leave during the grievance process.

This grievance process treats complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following this process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies are designed to restore or preserve equal access to education programs or activities.

The respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

All relevant evidence is evaluated objectively. Credibility determinations are not based on a person's status as a complainant, respondent, or witness.

Any Title IX Coordinator, investigator, or decision makers may not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Title IX Coordinators, investigators, and decision makers must receive training on the definition of sexual harassment, the scope of the School Board's education program or activity, how to conduct an investigation and grievance process including appeals, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Decision makers are required to receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators are required to receive training on issues of relevance in order to create investigative reports that fairly summarize relevant evidence.

A finding of responsibility may result in any disciplinary action up to and including expulsion for students or dismissal of employees.

The standard of evidence used to determine responsibility is a preponderance of the evidence.

This grievance process does not allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege.

Notice of Allegations

On receipt of a formal complaint, the Title IX coordinator gives the following written notice to the parties:

1. notice of the grievance process, and
2. notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time. Sufficient details shall include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. This notice must be given with sufficient time to prepare a response before any initial interview.

The written notice must also include:

1. a statement the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
2. information the parties may have an advisor of their choice, and may inspect and review evidence; and
3. information about any provisions in the School Board's code of conduct or other policies that prohibit knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, notice of the additional allegations must be provided to the parties whose identities are known.

Dismissal of Formal Complaint

A formal complaint or any allegations therein must be dismissed if the conduct alleged in the complaint

1. would not constitute sexual harassment prohibited by this policy even if proved,
2. did not occur in the School Board's education program or activity, or
3. did not occur against a person in the United States.

Such a dismissal does not preclude action under another provision of the School Board's code of conduct or policy.

A formal complaint or any allegations therein may be dismissed if at any time during the investigation:

1. a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
2. the respondent is no longer enrolled or employed by the School Board; or
3. specific circumstances prevent the School Board from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Investigation of Formal Complaint

When investigating a formal complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the School Corporation and not the parties. A party's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party will not be accessed, considered, disclosed or otherwise used without the voluntary, written consent of the party's parent, or the party if the party is an eligible

student, to do so for this grievance procedure if such records are required as part of the investigation or determination of responsibility.

The parties will have an equal opportunity to present witnesses, including fact and expert witnesses, and any inculpatory and exculpatory evidence.

The ability of the parties to discuss the allegations under investigation or to gather and present relevant evidence is not restricted.

The parties have the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be an attorney. The choice or presence of advisor for either the complainant or respondent is not limited in any meeting or grievance proceeding.

Any party whose participation is invited or expected is provided written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.

The investigator must provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence which will not be relied upon in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

Prior to the completion of the investigative report, the investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator must consider prior to completion of the investigative report.

The investigator shall write an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the time a determination regarding responsibility is made, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

The investigative report will be provided to the parties and the decision maker within 35 days from the date the formal complaint is filed.

After the investigator has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker must afford each party the opportunity to submit written, relevant questions the party wants to be asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect

to the respondent and are offered to prove consent. The decision maker must explain to the party proposing the question of any decision to exclude a question as not relevant.

Determination Regarding Responsibility

The decision maker, who is not the same person as the Title IX Coordinator or the investigator, must issue a written determination regarding responsibility.

The written determination must include the following:

1. identification of the allegations potentially constituting sexual harassment prohibited by this policy;
2. a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
3. findings of fact supporting the determination;
4. conclusions regarding the application of the School Board's code of conduct or other policy provisions to the facts;
5. a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary actions recommended against the respondent, and whether remedies designed to restore or preserve equal access to the School Board's education program or activity will be provided to the complainant; and
6. the procedures and permissible bases for the complainant and respondent to appeal.

A determination of responsibility decision will be issued within 10 working days from the date the investigative report is submitted to the decision maker.

The decision maker must provide the written determination regarding responsibility to the parties simultaneously.

The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appeals

Either party may appeal within 5 working days from the date the written determination regarding responsibility is given to the parties.

Either party may appeal from a determination regarding responsibility or a dismissal of a formal complaint or any allegations therein, on the following bases:

1. procedural irregularity that affected the outcome of the matter;
2. new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. the Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the

individual complainant or respondent that affected the outcome of the matter.

Notification of appeal must be given in writing to the Title IX Coordinator.

For all appeals, the Title IX Coordinator will

1. notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
2. ensure the decision maker for the appeal is not the same person as the decision maker that reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator; and
3. ensure the decision maker for the appeal complies with the standards outlined in this policy.

The appeal decision maker will

1. give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
2. review the evidence gathered by the investigator, the investigator's report, and the decision maker's written decision;
3. issue a written decision describing the result of the appeal and the rationale for the result; and
4. provide the written decision simultaneously to both parties and the Title IX Coordinator.

Any appeal will be resolved with 15 calendar days from the filing of the appeal.

The determination regarding responsibility becomes final if an appeal is filed on the date the parties are provided with the written determination of the result of the appeal or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Temporary delays of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action are permitted. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; disciplinary processes required by law or School Board policy; or the need for language assistance or an accommodation of disabilities.

Recordkeeping

The School Board will maintain for a period of seven years records of:

1. each investigation of allegations of sexual harassment prohibited by this policy including any determination regarding responsibility and any audio or audiovisual recording or transcript, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to School Board's education program or activity;
2. any appeal and the result of the appeal; and

3. all materials used to train Title IX Coordinators, investigators, decision makers, and any person who facilitates an informal resolution process. These materials will also be made available on the School Corporation's website.

For each response required under this policy and federal law, the School Board must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment prohibited by this policy. In each instance, the School Board will document the basis for its conclusion that its response was not deliberately indifferent, and document it has taken measures designed to restore or preserve equal access to its education program or activity. If the School Board does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

H. Retaliation

Retaliation against students or school employees who report harassment or participate in any related proceedings is prohibited. The school corporation shall take appropriate action against students or school employees who retaliate against any student or school employee who reports alleged harassment or participates in related proceedings. The Title IX Coordinator will inform persons who make complaints, who are the subject of complaints, and who participate in investigations of how to report any subsequent retaliatory actions.

I. False Charges

Students or school employees who knowingly make false charges of harassment shall be subject to disciplinary action as well as any civil or criminal legal proceedings.

Legal Refs: 20 U.S.C. §§ 1681-1688, 42 U.S.C. §§ 2000d-2000d-7
42 U.S.C. §§ 2000e-2000e-17, 42 U.S.C. § 2000ff-1
34 C.F.R. 106.2, 106.8, 106.9, 106.30, 106.44, 106.45, 106.71

DRESS CODE

Eastbrook Community Schools need to deliver quality, professional service at all times. It is very important to maintain a favorable impression in keeping with our professional image.

As professionals and representatives of Eastbrook Community Schools, we realize and value the public's perception of our roles as mentors and models for students.

Staff employees are expected to consistently maintain a professional appearance with school ID and dress appropriately for their work assignment. Attire must be at minimum considered acceptable "business casual." Exceptions may be made by the school principal for staff participating in field trips where jeans, tee shirts, and sweatshirts are acceptable attire.

Designated casual days may be announced and guidelines for those days will be communicated to staff by the building principal.

The following examples are not all-inclusive lists but serve as guidelines for business casual attire:

Professional attire:

- Clothes that maintain a professional and appropriate appearance.
- Clothes that are neat, clean, modest, and in good repair.
- Footwear that covers the foot securely.
- District-issued ID badges.

Unacceptable attire:

- blue jeans
- shorts (exception: P. E. teachers)
- Sweat suits (exception: P. E. teachers)
- leggings/tights not covered by at least fingertip length attire
- graphic T-shirts
- hats

REDUCTION IN FORCE POLICY

Recognizing that it is the responsibility of the Eastbrook Community Schools Board of School Trustees to supply a quality education to all students through employment of the best qualified staff at all times, the following policy shall be in effect should it be necessary to reduce educational programs, curricula, and/or certified staff due to financial circumstances.

Prior to commencing action to terminate teachers' contracts due to a Reduction In Force (RIF), the Board of Education will attempt to make needed adjustments through:

Voluntary retirement
Voluntary resignation
Voluntary transfer of existing staff
Leaves
Cancellation of teachers' contracts for other statutory reason(s).

Should it be necessary to reduce the number of certified personnel, the Board of Education, upon the recommendation of the Superintendent, shall determine the curriculum area(s) to be affected through a reduction in force. The Superintendent has the responsibility to determine the personnel whose services shall be terminated. The Superintendent shall follow the appropriate procedures for contract cancellation of such personnel.

Reduction In Force---Procedure

RIF Criteria

The following guidelines will apply only to the probationary and professional teachers in the content area to be reduced when the teaching content area to be reduced has both established teachers and probationary and/or professional teachers assigned to the content area. See IC 20-28-6-7.5 and IC 20-28-6-8 for definitions of probationary, professional and established teachers.

The cancellation of a teacher's contract due to a decrease in the number of teaching positions shall be determined on the basis of performance. In the teaching content area to be reduced a teacher certificated in the area who is rated less effective will be subject to non-continuance or cancellation before a teacher rated more effective will be subject to the same. The order of effectiveness from least to greatest is as follows:

Ineffective
Improvement Necessary
Effective
Highly Effective

Teacher effectiveness will be considered based on your most recent evaluation. All evaluation information and data used in determining whether or not a teacher is reduced will be the information and data collected while a teacher at the Eastbrook Community Schools Corporation.

In cases where the teachers' effectiveness categories are the same in the reduction area, the building administrator and the Superintendent will consider the following factors before making a determination as to which teacher(s) shall be subject to the non-continuance or cancellation:

The academic needs of the students in the Eastbrook Community Schools Corporation

The current instructional leadership roles

The numerical rating of the teachers' evaluation

The local teaching experience within the Eastbrook Community Schools Corporation

The degrees or licenses earned

The credit hours earned

If the teaching content area being reduced has only established teachers assigned to the area, the above guidelines apply to all teachers in the content area. Those established teachers who are licensed in another content area cannot be subject to the reduction in force if these established teachers are able to replace a probationary or professional teacher in the licensed area.

Teacher Recall

Teachers whose contracts were non-continued or cancelled and who received a rating of Highly Effective or Effective will be considered for rehire before new applicants are given consideration for positions that they are licensed to teach. Teachers will remain on the recall list for a period of one year.