

WWS
TEACHER HANDBOOK



TEACHER EVALUATION

Guiding Principles

- Nothing WWS can do for our students matters more than giving them effective teachers. Teachers are the most important school factor in how much children learn
- Teachers deserve to be treated like professionals. WWS is committed to creating evaluations that are fair, accurate, and consistent while based on multiple factors that paint a complete picture of each teacher's success in helping students learn.

Legislative Context

- In the spring of 2011, the Indiana legislature passed IC 20-28-11.5, a new law relating to the evaluation of all certified teaching staff.
- The new law introduced these main requirements:
 - Every certified employee must receive an evaluation annually
 - Every evaluation system must include four performance categories: Highly Effective, Effective, Improvement Necessary, and Ineffective
 - Every evaluation system must incorporate objective measures of student growth and achievement as a significant portion of a teacher's evaluation.
 - Rigorous measures of effectiveness, including observations and other performance indicators
 - An explanation of the evaluator's recommendations for improvement and the time in which improvement is expected
 - A provision that a teacher who negatively affects student achievement and growth cannot receive a rating of highly effective or effective

Performance Level Ratings

Each teacher will receive a rating at the end of the school year in one of four performance levels:

- **Highly Effective:** This is a teacher who has demonstrated excellence, as determined by a trained evaluator, in locally selected competencies, which are believed to be highly correlated with positive student learning outcomes.
- **Effective:** This is a teacher who has consistently met expectations, as determined by a trained evaluator, in locally selected competencies, which are believed to be highly correlated with positive student learning outcomes.
- **Improvement Necessary:** This is a teacher who a trained evaluator has determined to require improvement in locally selected competencies, which are believed to be highly correlated with positive student learning outcomes.

- **Ineffective:** This is a teacher who has failed to meet expectations, as determined by a trained evaluator, in locally selected competencies, which are believed to be highly correlated with positive student learning outcomes.

Overview of Components

Every teacher is unique, and the classroom is a complex place. This evaluation relies on multiple sources of information to paint a fair, accurate, and comprehensive picture of a teacher's performance. Teachers will be evaluated on two major components:

1. **Professional Practice:** Assessment of instructional knowledge and skills that influence student learning, as measured by competencies set forth in the WWS Teacher Effectiveness Rubric. All teachers will be evaluated in the domains of Purposeful Designing, Effective Instruction, and Teacher Leadership.
2. **Student Learning:** Teachers' contribution to student academic progress, assessed through multiple measures of student academic achievement and growth.

******Length of Service: Every teacher must work 120 days or more to receive a summative evaluation rating as outlined in the WWS Teacher Evaluation and Development Plan. If a teacher works fewer than 120 days throughout the school year, the teacher will be observed and evaluated as time permits, but will not receive a summative evaluation rating.***

Timeline

August – October 1

- Teacher and evaluator meet for the Beginning-of-Year Conference.
- Teachers on Performance Review Evaluation develop goal(s) and the goal(s) are approved by the evaluator.

August – December

- Evaluator makes classroom observations and provides feedback.

November – January

- Teacher and evaluator meet for the Mid-Year Conference at teacher's request or evaluator's discretion (as needed).

By January 31

- Teachers on Performance Review Evaluation complete goal(s) review and goal(s) review is approved by the evaluator.

January – May 1

- Evaluator continues to make classroom observations and provide feedback.

By May 1 (Teachers on the Teacher Effectiveness Rubric)

- Evaluator completes observations and scores Teacher Effectiveness Rubric.
- Teacher and evaluator meet for the End-of-Year Conference.
- Teacher and evaluator sign Summative Evaluation form. Original signed copy placed in the teacher's personnel file. Teacher receives a copy of signed form.

By May 25 (Teachers on Performance Review Evaluation)

- Teachers on Performance Review Evaluation complete final goal(s) review/summative and goal(s) review/summative is approved by the evaluator.
- Evaluator completes Summative Evaluation.
- Teacher and evaluator sign Summative Evaluation form. Original signed copy placed in the teacher's personnel file. Teacher receives a copy of signed form.

Additional Notes

- o Evaluation(s) would include assessments of observations of the teacher in classroom settings or related classroom activities or other academic assignments. These assessments shall be put in writing near the time of the observation, will have been discussed with the teacher, and a copy furnished to the teacher. The teacher may include written comments of agreement and/or disagreement on the form.
- o Evaluations may be completed by the Director of Guidance at the high school, Dean of Students, principal, and assistant principal. In the absence of a full-time assistant principal, the person occupying the counselor position may assist in evaluations. This will be limited to no more than twenty-five percent (25%) of observations at a building level. The evaluator must have held and worked under a teacher's license (certification).
- o All teachers will be evaluated annually using either the WWS Teacher Effectiveness Rubric or the Performance Review Process.
- o All evaluated employees will receive completed evaluation and documented feedback within seven business days from the completion of the evaluation.
- o Negative impact on student learning shall be defined as follows:
 - For classes measured by statewide assessments with growth model data, the IDOE shall determine negative impact on growth and achievement.
 - For classes that are not measured by statewide assessments, negative impact on student growth shall be defined where data shows a significant number of students across a teacher's classes fails to demonstrate student learning or mastery of standards established by the state. Data will include, but not be limited to, grades, classroom assessments, ECAs, student performance, etc. This negative impact on student growth shall be determined by the evaluator.
 - A teacher who negatively affects student achievement and growth cannot receive a rating of highly effective or effective.
- o Teachers assigned to more than one (1) school shall be evaluated by the assigned home principal, with input from the other principal(s).
- o All materials placed in the teacher's permanent file and originating within the School Corporation shall be made available to the teacher by the Superintendent at a time mutually agreed to by the teacher and the Superintendent or the Superintendent's designee. All references and information obtained in the process of evaluating a teacher for employment, on the basis of confidentiality, shall not be subject to the inspection. The teacher's response, if any, shall be included with any materials placed in the permanent file.
- o The responsibilities of the evaluator include: Giving positive assistance to those teachers having professional difficulty. When the evaluator identifies a teacher with deficiencies in performance, the evaluator will have a conference with the individual teacher at which time the evaluator will advise the teacher of the deficiencies and desired improvement and provide a reasonable time limit for showing such improvement. Following this, if the principal determines that the teacher's performance does not merit renewal of the teacher's contract, the principal shall

discuss the evaluations with the Superintendent who shall recommend appropriate Board consideration.

- o The evaluation process shall be documented and distributed to all teachers prior to their being evaluated.
- o The evaluation process will be in writing, posted on the district website, and explained annually to the Westfield Washington Schools Board of School Trustees at a public meeting before the evaluations are conducted.
- o The Superintendent, or his/her designee, will discuss the evaluation plan with the teachers or the teachers' representative, if there is one, prior to explaining the evaluation plan to the governing body.
- o All evaluators will receive training and support in evaluation skills on an annual basis either with initial training or refresher training on process, forms, and technology.
- o The parties will establish a committee consisting of three (3) Administrators and three (3) members appointed by the Association for the purpose of periodically reviewing the evaluation system.

**Steps for WWS
Teacher Effectiveness
Rubric**

(For teachers in years 0-2 at WWS, by choice by veteran teachers in years 3 and above at WWS, or by principal determination)

Step 1

Beginning-of-Year Conference

All certified employees will be evaluated annually. The teacher meets with the primary evaluator near the beginning of the school year prior to October 1. The purpose of the meeting is to

- review the evaluation process and
- highlight priority competencies and indicators from the Teacher Effectiveness Rubric

**Teachers on an improvement plan will write a professional growth plan (Form 2) with the evaluator near the beginning of the school year.*

Step 2

Classroom Observations

During the school year, an evaluator will collect evidence through a series of observations and conferences.

The following table indicates minimum requirements for observations:

Teacher in years 0-2 at WWS, by choice by veteran teachers in years 3 and above at WWS, or by principal determination						
Any teacher determined by the building principal to be evaluated by the rubric						
Observation Type	Length (minutes)	Frequency	Pre-Conference	Post-Conference	Written Feedback	Announced
Extended	40 minutes (minimum)	2/Year	Optional	Yes	Yes	Evaluator's discretion
Short	10 – 15 minutes	2/Year	No	No	Yes	No

****Veteran teachers (years 3 and above at WWS) may choose the Teacher Effectiveness Rubric option for evaluation instead of the Performance Review Evaluation**

****A principal may make the determination to place any teacher on the Teacher Effectiveness Rubric**

** All evaluated employees receive completed evaluation and documented feedback within seven business days from the completion of the evaluation

**If a teacher is on an improvement plan, that plan will determine the number of observations and feedback.

Step 3

Mid-Year Conference (Optional)

This conference is to be held in November, December, January, or February where the primary evaluator and teacher meet to discuss performance thus far.

This conference will be **mandatory** if a teacher is in jeopardy of being rated as *ineffective* or *improvement necessary* based on prior observations, or has been rated *ineffective* or *needs improvement* on an evaluation within the past 5 years.

Step 4

Teacher Effectiveness Rubric: Scoring

1. **The evaluator compiles ratings and notes from observations, conferences, and other sources of information.** At the end of the school year, the primary evaluator should have collected a body of information representing teacher practice from throughout the year. In addition to notes from observations and conferences, teachers shall provide evidence of Purposeful Designing and Teacher Leadership. See WWS Teacher Effectiveness Rubric Domains 1 and 3.
2. **The evaluator uses professional judgment to establish the rating in each competency.** In the summative conference, the evaluator should discuss the rating with the teacher, using the information collected to support the final decision.
3. If a teacher is rated Effective in enough competencies in the Domain then they may move to the Highly Effective rating category in that Domain.

Step 5

Summative Teacher Evaluation Scoring

The final WWS Teacher Effectiveness Rubric score is then combined with the score from the teacher's school letter grade in order to calculate a final rating.

Domain	Points	Weight	Total Points
Domain 1 – Purposeful Designing		X 1	
Domain 2 – Effective Instruction		X 3.9	
Domain 3 – Teacher Leadership		X 1	
Final Score for Domains 1-3			

Highly Effective:	94 or higher
Effective:	84 to 93.99
Improvement Necessary:	54 to 83.99
Ineffective:	53.99 or below
District letter grade	
A	100 points
B	94 points
C	84 points
D	54 points
F	0 points

	Points	Weight	Total Points
Teacher Effectiveness Rubric Score		X .95	
District Letter Grade Score		X .05	
Final Score			

Highly Effective:	94 or higher
Effective:	84 to 93.99
Improvement Necessary:	54 to 83.99
Ineffective:	53.99 or below

Review of Components – Each teacher’s summative evaluation score will be based on the following components and measures:

1. Professional Practice – Assessment of instructional knowledge and skills

Measure: Teacher Effectiveness Rubric

2. Student Learning – Contribution to student academic progress

Measure: DOE District Letter Grade

Step 6

End-of-year summative evaluation conference

The primary evaluator meets with the teacher in a summative conference to discuss all the information collected in addition to the final rating.

Teacher Growth Plan

If a teacher received a rating of *ineffective* or *improvement necessary*, the evaluator and the teacher shall develop a remediation plan of not more than 90 school days in length to correct the deficiencies noted in the evaluation. The growth plan must require the use of the teacher’s license renewal credits in professional growth activities intended to help the teacher improve.

****This evaluation process will be reviewed by teacher and administrative representatives at the conclusion of the school year and periodically thereafter. All evaluation procedures will be discussed and modifications may occur if deemed necessary to improve the process.*

Steps for WWS Performance Review Evaluation

(For veteran teachers in years 3
and above at WWS)

Administrators evaluating veteran teachers (Beginning with 3rd year at WWS) may, with the concurrence of the teacher being evaluated, elect to use the Performance Review Evaluation in lieu of the WWS Teacher Effectiveness Rubric. If the two parties do not agree to use the Performance Review Evaluation described herein, the WWS Teacher Effectiveness Rubric will be used.

1. The principal will determine whether the teacher will be evaluated using the Performance Review Evaluation or the WWS Teacher Effectiveness Rubric and the principal will then notify the teacher of the determination prior to October 1.
2. When a teacher is evaluated using the Performance Review Evaluation, the teacher shall not lose his/her job except for just cause as applied to the statutory reasons for the cancellation of a permanent contract teacher with the question of just cause being addressed per the parties' negotiated grievance procedures and/or a court of competent jurisdiction, as determined by WCTA.
3. The Performance Review Evaluation shall be as follows:
 - a. The teacher and principal or designated evaluator will mutually agree to the teacher's performance goal(s), and if mutual agreement is not reached, the teacher will be evaluated under the WWS Teacher Effectiveness Rubric.
 - b. The building principal or designated evaluator may elect to conference with the teacher whenever the principal or designated evaluator so desire in regard to the teacher's performance goal(s) and performance.
 - c. At least one observation of at least 20 minutes will take place prior to one of the principal/designee and teacher goal review conferences.
 - d. When a teacher's Performance Review Process Evaluation information is changed/updated, the evaluator shall see that a copy of the form is given to the teacher with the newer version replacing the personnel file copy of the form.
 - e. *Scoring for the Performance Review Evaluation:*
 Evaluation Score: 90 points
 District Letter Grade Score (5 points possible): _____
 A: 5 points
 B: 4 points
 C: 3 points
 D: 2 points
 F: 1 point
 Leadership Score (5 points or 0 points): _____
 (Teacher must complete 4 activities off the leadership list to receive 5 pts.)
 Total Score: _____
 Rating:
Score of 90-95: Effective
Score of 96-100: Highly Effective

Meet and Confer for School Employee Exclusive Representatives

1. This language applies after June 30, 2023.
2. As used in this chapter, “exclusive representative” has the meaning set forth in I.C. 20-29-2-9.
3. The school corporation shall meet and confer with the exclusive representative in good faith at reasonable times and reasonable places to discuss teacher working conditions and student learning conditions, except to the extent that such issues are subject to collective bargaining pursuant to Indiana law.
 - a. Such discussion must include:
 - i. Curriculum development and revision, selection of curricular materials, and teaching methods;
 - ii. Hiring, evaluation, promotion, demotion, transfer, assignment, and retention of certificated employees
 - iii. Student discipline, expulsion and supervision of students;
 - iv. Pupil/teacher ratio, and class size;
 - v. Safety issues for students and employees in the workplace, except those items required to be kept confidential by state or federal law;
 - vi. Hours and days of work;
 - vii. The budget including, but not limited to, funding for a plan for a remediation program for any subset of students enrolled in kindergarten through grade 12;
 - viii. Any form of non-bargainable compensation including, but not limited to teacher appreciation grants, individual teacher appreciation grant stipends to teachers, additions to base salary based upon teacher appreciation grant stipends, supplemental pay for certain masters degrees pursuant to Indiana Code § 20-28-9-1.5(a), and any other supplemental pay;
 - ix. Matters related to teacher evaluation including, but not limited to, a teacher performance model, any pre-evaluation planning session required by law, the superintendent's report to the governing body concerning staff performance evaluations required by law, and the superintendent's report of aggregate performance evaluation results (prior to presentation to the school board);

- x. The use of adjunct teachers as permitted by Indiana law, and any other proposal to hire non-certified staff to perform work previously, or ordinarily, performed by certificated teachers;
 - xi. Any career pathway and mentorship plan permitted by Indiana law; and
 - xii. Working conditions and learning conditions.
4. Meet and confer shall mean, at a minimum, that the corporation and exclusive representative:
- a. Discuss;
 - b. Provide meaningful input; and
 - c. Exchange points of view

To facilitate meaningful input, the school corporation must discuss issues within the scope of paragraph 3 before making any decision.

5. Agreed upon results of such discussions may be memorialized in writing by the parties.
6. The school corporation and exclusive representative will meet and confer at:
- a. The corporate level;
 - b. At the building level; and
 - c. In any other format agreed upon by the parties.

PAID LEAVES OF ABSENCE
(Also found on pages 13-19 of the WWS Master Contract)

General

Unless otherwise stated, leaves will accrue and may be used in half-hour segments.

Sick Leave

A. Days Earned.

- a. Full-Time Teachers. Unless otherwise stipulated in the Contract, during the first year of employment and each consecutive year thereafter, teachers under contract shall be allowed a maximum of fourteen (14) days at full pay for absence on account of personal illness and/or family illness each year.
- b. Part-time Teachers. The provisions of a. above apply to part-time teachers except that the award and use of time will be adjusted proportionately to the percentage of time they are employed.
- c. Temporary Replacement Teachers. Temporary replacement teachers employed on a temporary contract shall have all the rights of the Master Contract except that paid leave shall be granted per the formula set forth in b. Above.
- d. Per diem Teachers. Westfield Washington Schools will grant per diem teachers one (1) paid day of absence for every twenty (20) days of service. A per diem teacher's paid leave is accumulative, but may only be used while the given individual serves as a per diem teacher.

B. Accrued Leave Days

- a. Illness days not used, not to exceed ten (10) per year, shall be added to the accumulated illness days at the close of the school year up to a total of two hundred (200) days. In those situations where a teacher begins the school year with an accrued level of two hundred (200) days, the teacher will be granted his or her full amount of additional days per Section 2 above at the beginning of the school year. In the event a teacher is given an additional assignment during the same school year, either as a temporary replacement or per diem teacher, per Sections A.c. and A.d. above, the teacher's unused paid leave days would continue to accumulate.
- b. When a retired Westfield teacher is rehired by Westfield Washington Schools, they shall not be entitled to any sick leave days they accrued prior to retirement.
- c. Transfer of Days Earned. A teacher shall be allowed to transfer all sick leave from the previous school corporation at the rate of three (3) days per year starting with the second year. Teachers who were previously employed by Westfield Washington Schools and are hired following a break in service with Westfield Washington Schools shall have any remaining accrued leave days reinstated at the same rate.

- C. Medical Certification. When a teacher returns to work after an extended absence for personal illness (ten {10} consecutive work days or twenty {20} cumulative work days in any sixty {60} day period), the Superintendent may require that the teacher obtain a statement from the teacher's physician that they are capable of performing the teacher's regular duties and is able to return to work. Where the superintendent has requested such a statement pursuant to this paragraph, failure to supply the statement within five (5) work days of the teacher's return to

duty will require the teacher to take sick leave, personal leave, or unpaid leave, whichever is applicable, until such time as the statement is provided.

Should a teacher who is required to furnish a physician's statement incur a cost for this certification that is greater than that which is compensated by the medical insurance company, upon presentation of a valid claim, the Board will reimburse the teacher for the excess cost.

- D. Summer School. A summer school teacher shall be allowed to use available accumulated sick leave days. A sick leave day used during summer school will be the equivalent of one-half (1/2) day of accumulated sick leave. Use of the days shall be limited to use at the rate of only one-half (1/2) day of accumulated sick leave for each twenty (20) days of teaching in summer school.
- E. Maternity. Following the birth of a child, the teacher giving birth may remain on leave, either paid or unpaid up to six (6) calendar weeks following the date of the natural birth or up to eight (8) calendar weeks following the cesarean birth without providing a doctor's statement. The six (6) or eight (8) week period begins at the date of the birth. Provided school is in session, and if the employee is then on the unpaid portion, if any, of this leave, this leave shall be concurrent with FMLA leave.
- F. Pregnancy Leave.
Temporary disability caused by pregnancy shall be governed by the following:
 - a. Any teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if the necessity for leave is foreseeable based on the expected birth, the teacher shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin, except that if the date of birth requires the leave to begin in fewer than thirty (30) days, the teacher shall provide such notice as is practicable. She shall notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, but not related to the expected date of birth, the teacher shall be granted a leave, as otherwise provided in this Section, immediately on her request and the certification of the emergency from an attending physician.
 - b. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay.

Sick Leave Bank

- A. Qualifications for Membership. Any teacher employed at Westfield Washington Schools may join the Sick Leave Bank.
- B. Purpose. The purpose of this Sick Leave Bank is:

- a. To help offset the potential and detrimental financial effect of a member of the Sick Leave Bank having to be absent for non-elective medical purposes without accumulated paid sick leave sufficient to cover, in whole or in part, the absence; and
- b. To protect the availability of Sick Leave Bank days to allow for the most equitable and widespread meeting of the first purpose.

C. Membership.

- a. As a member, a teacher must contribute one (1) day to the Bank for the first year of membership and two (2) days each for the second and third years of membership. Teachers shall contribute and receive benefits in direct proportion to their contracted employment.
- b. After the third year, a member of the Sick Leave Bank shall not be asked to contribute any more days unless the bank drops below five hundred (500) accumulated days. Even then, no assessment will ever exceed one (1) day per year, although the Sick Leave Bank Committee may solicit voluntary contributions at any time.
- c. Teachers who have extra days may contribute up to half of their remaining balance as of June 1, or at the time of separation, whichever comes sooner.
- d. Except in cases of retirement, all unused sick and personal days will automatically be donated to the Sick Leave Bank upon a teacher's separation from Westfield Washington Schools.
- e. A retired Westfield teacher who is re-employed shall be reinstated as a paid-up member of the Sick Leave Bank if, at the time of retirement, they were a paid-up member of the Bank and for teachers initially signing a re-employment agreement on or after September 1, 2007, if otherwise qualified, they shall be entitled to use Sick Leave Bank days without first taking any unpaid leave (deduct) days.
- f. All days required for membership must be contributed by October 15 of each school year.

D. Administration.

- a. The Sick Leave Bank Committee shall be appointed by the Association consisting only of its members. This committee will oversee all of the Sick Leave Bank's operations.
- b. The Sick Leave Bank Committee shall meet, when necessary, but at least once each school year with a majority required to pass any action. It shall have the responsibility to run the Sick Leave Bank for the best interest of the members and may award days to applicants up to a maximum of forty (40) days per individual or to the point where the disability insurance begins, whichever is lower. The Committee may disallow any claim for cause. The Board is not responsible for any decision on a claim. No grievance may be filed against the Administration or Board because of a decision of the Committee.

E. Application for Days.

- a. Any member may apply for days from the Bank after their own sick days have been used.
 - i. Teachers having a balance of forty (40) or greater accumulated sick leave days within the last two (2) years shall, if otherwise qualified, be entitled to use Sick Leave Bank days without first taking any unpaid leave (deduct) days.

- ii. All other teachers, if otherwise qualified, will be required to take two (2) unpaid leave (deduct) days to be entitled to use Sick Leave Bank days.
 - b. For short-term illnesses, applications may be made when need arises and pay has been deducted. The Member shall be reimbursed by the Corporation according to the action of the Sick Leave Bank Committee.
 - c. For long-term illnesses, applications may be made in advance for approval by the Sick Leave Bank Committee in order that missed days would not be deducted from the member's pay.
 - d. A doctor's certification is required with the application and would better facilitate action by the Sick Leave Bank Committee.
 - e. For a long-term illness, a member of the Sick Leave Bank or a family member of the teacher must appear before the Sick Leave Bank Committee to present the doctor's certification and the reason for the request.
 - f. Section D.e. above notwithstanding, regardless of the number of applications, employees owing eighty (80) days may not apply for additional days.
- F. Repayment.
- a. Each year that a member draws days from the Sick Leave Bank, the member automatically agrees to repay the Sick Leave Bank at the rate of two (2) days per year, beginning the next school year.
 - b. The maximum number of days to be repaid per year, regardless of the number of years in which the member borrowed days, shall be four (4).
 - c. This repayment continues until there is either complete repayment or termination of teaching for Westfield Washington Schools.
 - d. D.5 above notwithstanding, regardless of the number of applications, employees owing eighty (80) days may not borrow additional days unless there is an extreme hardship, in which case the Sick Leave Bank Committee, with the concurrence of the Administration, may forgive up to ten (10) days currently owed to enable granting days within this limit.

Personal Leave

- A. Three (3) personal leave days shall be granted during the contractual year upon the request in writing to the Superintendent or designee without loss of compensation for the absence. The only reason that must be given is that of personal business. Those personal leave days that are not used shall be transferred at a rate of up to two (2) unused personal days to the following school year up to a total of five (5) personal days. Any additional personal days will be transferred to the following school year as sick days.
- B. The parties acknowledge that giving prior notice of personal leave time is important and should occur whenever possible. It is suggested that three (3) days prior notice is important and should be given except in cases of emergency.

Bereavement Leave

- 1. In case of death(s) of a spouse or child, the teacher shall be provided with ten (10) full working days beyond the death and shall receive full compensation for the leave.
- 2. In case of death(s) within the immediate family, the teacher shall be provided with five (5) full working days beyond the death and shall receive full compensation for the leave.

“Immediate family” shall be interpreted as sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, and each similar relationship established by the present marriage.

- a. If more than one death should occur, five (5) full working days shall be granted for each.
3. In case of a death outside of qualified cases above, the teacher shall be provided with one (1) full working day and shall receive full compensation for the day. This instance of bereavement leave would be granted at most once per year.

Professional Leave

When proper arrangements have been made with the principal and the approval of the Superintendent has been granted, teachers may be excused to attend professional meetings, conventions, and like activities which occur during the school year or summer school. The principals may plan for a visiting day in other schools or school systems for their teachers, not to exceed one (1) day per year.

Unless approved by the Board and Superintendent, the schools will not assume an individual teacher’s expenses for the conventions, professional meetings, or visitations. A part or all of a teacher’s expenses will be granted by the Board where that teacher has been asked to be part of the program and the teacher does function in that capacity. The teacher must give a written request to the Superintendent at least ten (10) days prior to attendance at a professional meeting. The Board will pay for the substitute teacher for any teacher under this Section.

Parental Leave

When a teacher becomes the parent of a newborn child, they are entitled to use ten (10) days of paid Parental Leave within six (6) weeks following the birth of the baby with no loss of other paid leave. Parental Leave does not apply to foster parenting situations. Parental Leave must be used in no less than full day increments.

Adoptive Leave

When a teacher becomes the adoptive parent of a child of any age, they are entitled to use ten (10) days of paid Adoptive Leave with no loss of other leave. Once a teacher who has adopted a child has exhausted their Adoptive Leave, and their annual allowance of Personal Leave, they may use accumulated Sick Leave subject to the following conditions:

- A. Additional Adoptive Leave shall not exceed six (6) weeks.
- B. Additional Adoptive Leave shall not exceed the teacher’s accumulated Sick Leave.
- C. Additional Adoptive Leave must be used by no later than six (6) weeks past the date of adoption.
- D. Additional Adoptive Leave shall run concurrently with any FMLA Leave described in the Teacher Handbook.
- E. Adoptive Leave does not apply to foster parenting situations.
- F. Sick Leave Bank days may not be used for Adoptive Leave purposes.
- G. Adoptive Leave must be used in no less than full day increments.

Court Leave

- A. A teacher called for grand or petit jury duty or subpoenaed to testify before a Legislative or Congressional body shall be paid full salary during the required period of absence from assigned duties by the Board.
- B. A teacher summoned to testify before a court for reasons directly related to his/her employment as a teacher in Westfield Washington Schools shall be paid full salary during the required period of absence. Likewise, if the teacher is assigned by the Corporation to testify in an official capacity on behalf of a private party in connection with a judicial proceeding in which the United States, State or local government, or the Corporation is a party, the teacher shall receive full salary.
- C. A teacher summoned to testify regarding an alleged personal violation of the law, or as a witness in a lawsuit, neither of which is related to the faculty member's professional responsibilities, will not be granted Court Leave. The teacher may use Personal Leave days, if any are available. If no Personal Leave days are available, the teacher may use accrued Sick Leave days to receive pay.
- D. To receive full pay for the duration of Court Leave, the teacher must remit to the Corporation the per diem amount received from the court or agency, exclusive of mileage, parking reimbursement, and/or meals reimbursement.
- E. During Court Leave, the teacher shall not suffer loss of insurance entitlement subject to the underwriter's active work regulation.

Association Work Leave

Provided it does not interfere with the delivery of professional services by other employees, the Association shall be entitled to the following consideration:

- A. The Association shall be entitled to use up to six (6) paid Association Work Leave days for Association purposes granted or used by the Association President in half or whole day increments with the Association President giving the Superintendent as much advance verbal and written notice as time and circumstances allow.
- B. Additionally, the Association President shall be entitled to use leave during any non-instructional portions of the contract day.
- C. Additional Association Work Leave days may be granted at the discretion of the Superintendent with the understanding that granting any such days for one occasion does not set precedent that would require the Superintendent to grant additional such leave days on another occasion, even when the purpose for requesting the additional leave days is the same.
- D. Paid Association Work Leave days shall not be used for internal or external candidate promotion, shall not interfere with the normal education program, and shall not be used for the express purpose of member solicitation.

Worker's Compensation

- A. In the event of a job injury, a teacher may draw Sick Leave pay, if available, in lieu of or complementary to Worker's Compensation up to the teacher's full pay.
- B. Job Injury. If the teacher's injury was sustained on the school premises as a result of an assault and the injury is determined to be compensable under Worker's Compensation laws, the teacher will:

- a. Receive full salary for the first seven (7) school days of absence;
- b. Receive the difference between the daily rate paid through Worker's Compensation and the teacher's daily salary for a period of fifty-three (53) additional school days of absence.
- c. Not be charged for Sick Leave for the sixty (60) school days described above;
- d. Obtain validation for the absence from the teacher's physician. In the event the Worker's Compensation is to be used, it shall be the responsibility of the teacher to follow all of the established procedures for applying for Worker's Compensation.
- e. Receive time for appearance before a judicial body or legal authority as a result of such assault and will not result in loss of wages or in reduction of accumulated Sick Leave days of the teacher.

Executor/Executrix Leave

In the event that a teacher is named executor or executrix of an estate, that member shall receive up to two (2) paid leave days within the twelve (12) months following the death to conduct the business of the estate.

Temporary Closing of School

If during the term of a teacher's contract, the school or Schools are closed by order of Westfield Washington Schools, or by order of the health authorities, or if, through no fault of the teacher, school cannot be held, such teacher shall receive regular payments during the time that the school or Schools are closed. However, whenever a canceled student instructional day is rescheduled to comply with law, each teacher shall work on that rescheduled day without additional compensation.

UNPAID LEAVES OF ABSENCE

(Also found on pages 20 of the WWS Master Contract)

Additional Teaching Background Leave

A leave of absence of up to one (1) year may be granted to any teacher who has at least one (1) year of teaching experience with Westfield Washington Schools, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign, or military teaching programs, as a full-time participant in the program; or cultural, travel, or work program related to the teacher's professional responsibilities, provided the teacher states his or her intention to return to the School Corporation. Upon return from such leave, the teacher shall not be granted teaching experience credit for the time of their leave.

Study Leave

A leave of absence for up to one (1) year may be granted to any teacher who has at least one (1) year of teaching experience with Westfield Washington Schools, upon application, for the purpose of engaging in study at an accredited college or university.

Military Leave

Military leave shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be placed on the salary table at the level that the teacher would have achieved had they remained actively employed in the Schools during the period of absence, not to exceed a maximum of four (4) years. A year shall be defined as at least eight (8) months of military service or a combination of military service and teaching experience occurring between the dates of July 1 and June 30. The teacher shall have up to sixty (60) days after release from active duty to notify the Board of his or her intention to return to the Schools. If National Guard or Reserve encampment or a period of active training duties should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence for periods not to exceed fifteen (15) days in any one (1) calendar year.

Adoptive Leave and Paternity Leave

Adoptive leave shall be granted for up to a period of one (1) school year, without pay. Paternity leave shall be granted for up to one (1) calendar year following the birth of the child, without pay. If the necessity for leave is foreseeable based on the expected birth or placement, the teacher shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin, except if the date of birth or placement requires the leave to begin in less than thirty (30) days, the teacher shall provide such notice as is practicable. The period of leave shall commence when the child is physically turned over to the teacher-parent. The unpaid leaves shall be in addition to paid Parental and Adoptive leaves.

Administrative Leave

The Board may, at its discretion grant a leave of absence, without pay or benefits, for a period of up to one (1) year, and/or extend any leave that has been granted to a teacher.

Disability

The Board, upon written request, may grant a leave of absence for a period not exceeding one (1) year for a physical disability or sickness. The Board, however, may without request, place a teacher on leave of absence for periods not exceeding one (1) year because of physical disability or other sickness; provided, however, that permanent teachers, as defined in the Teacher's Tenure Act, shall have a right to a hearing on the unrequested leaves of absence.

Any teacher disabled longer than one (1) year will not be guaranteed a position, but every effort will be made to reinstate said teacher. Continued disability must be accompanied by a physician's statement. During the time of disability, the Board will continue to pay the same portion of the insurance as is paid for all other full-time teachers until government health insurance takes over.

Family and Medical Leave Act (FMLA) of 1993

In accordance with Federal law, the provisions of the Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 et seq., shall be incorporated by reference into this contract. The operative language implementing the FMLA shall be included in Board policy that shall conform to the FMLA and shall not reduce a teacher's entitlement to leave, fringe benefits, or reinstatement provided by this contract, by state law, or by the FMLA.

If an employee is taking an approved FMLA leave and that leave period ends within twenty (20) work days before the end of a trimester, the employee may, at the employee's option, remain on leave with full FMLA benefits until the first day of the next trimester. To do so, the teacher must notify the Superintendent in writing at least ten (10) days prior to the completion of the FMLA leave of his or her intent to remain on leave. Such notification is non-revocable and may not be modified by the teacher once notification is made

Notification

A teacher returning from any kind of leave must notify the Human Resources Department by March 15 for the next school year.

Returning from Leave

1. Upon returning from a leave, except from an unpaid additional teaching background leave, study leave, or administrative leave, a teacher shall be assigned the same position, or an equivalent position if the same position is not available. If a teacher has had a special assignment prior to the leave of absence, the same special assignment or a similar one shall be made upon the teacher's return. A new assignment shall be based on a conference between the teacher and the Superintendent concerning the positions available for which he or she is qualified.
2. Number 1, above, notwithstanding, if a teacher extends the duration of his/her leave after the initial leave request has been granted, the teacher shall not be guaranteed placement in the same position or special assignment he/she held at the commencement of the leave.

If the teacher requests to shorten the duration of the original leave, the teacher has no guarantee of reinstatement prior to the original approved date of return, unless a position for which the teacher is qualified is available.

3. Upon return from an unpaid additional teaching background leave, study leave, or administrative leave, a teacher shall be assigned to a position for which the teacher is certificated. A teacher returning from leave will relinquish the right to file for a transfer for a period of one (1) year following the assignment following the leave. A new assignment will be made only after a teacher requests and schedules a meeting to discuss the situation with the Superintendent or as of March 15 whichever comes sooner.

VACANCIES, TRANSFERS, AND PROMOTIONS

A. Posting of Vacancies

1. All vacancies in present positions or newly created positions shall be posted by the Superintendent or designee as soon as the vacancy occurs if it is to be filled during the school year. Vacancies for the next school year will be posted as soon as known. These notices shall be posted on the district web site, and shall include the job description, effective date of vacancy, kind of license necessary, and deadline for filing of application.
2. For vacancies that occur during the summer, all employees are encouraged to check the district web site regularly.

B. Requirements Necessary for Application

The applicant must be licensed for the position, or the applicant's credits must be acceptable for certification. In the latter case, a written statement from the Indiana Division of Licensing and Certification that the applicant's credits are acceptable for the qualified license at the time the position is to be filled is required. Any qualified teacher may apply for the positions described in Section A of this Article by letter and all applications shall be given due consideration.

C. Change in Grade or Subject Assignment

Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, should notify their supervisor and also apply for any positions using the internal application process.

D. Assignment of New Teachers

No assignment of new teachers to a specific position in the school system shall be made until action on all pending requests for the transfer to that position has been taken.

E. Seniority

Length of service in the school system should be a major criterion in the reassignment and/or transfer of a teacher.

F. Reduction in Staff

1. Reduction of the number of teachers in a building:

- a. When the number of teachers within the school building is reduced, transfer shall be offered first to someone who has volunteered to be transferred. If no teacher volunteers, involuntary transfer shall be made on the basis of years of service in the school building, those lowest in time of service being transferred first. If two (2) or more employees hold the same date of assignment to the building, the seniority rules applicable for reductions in force (Article VIII) shall be used.

2. Grade level reassignments within a building:

- a. Before any grade-level reassignment of teachers, the principal will communicate with all building teachers to inquire about their interest in movement to another grade level within the building. The principal will highly consider any teachers who voluntarily request to move grade level positions.
- b. Principals may reassign any teacher except under the following conditions:
 - The teacher has been reassigned within the previous three (3) years
 - The teacher is eligible for retirement under the State's "Rule of 85"

****If there is a situation where grade-level reassignment is necessary based on a reduction of grade-level teachers and all teachers in the grade level meet the conditions above, then transfer shall be made at the discretion of the principal.*

REDUCTION IN FORCE – RECALL

- A. In the event that teachers are to be released because of a reduction in force, the teachers' area of certification, major and minor fields of study, length of service (as defined in B. and C.), teacher evaluation and the professional judgment of the Administration, and the needs of the Corporation will be considered by the Board in determining which teachers are to be released during a reduction in force.
- B. Seniority is defined as the teacher's length of continuous service from his or her date of last employment in Westfield Washington Schools and is not interrupted by approved leaves of absence.
- C. When two (2) or more teachers have the same length of service, the teacher who is first approved by the Board of School Trustees at an official meeting is considered senior. If two (2) or more teachers are approved at an official meeting of the Board on the same date, then the teacher with the earliest signed and dated Letter of Intent shall be considered senior.
- D. One Corporation-wide seniority list based on service with the Corporation as of June 30, 1980, shall be established. This list shall contain the names and dates of signing initial contracts and all areas of certification and endorsements for all teachers, including teachers on official leaves of absence. The initial seniority list based on service with the Corporation as of June 30, 1980, shall be given to the Superintendent, the President of the School Board, and the President of W.C.T.A. and made available to each teacher who requests a copy thereof.

Teachers shall have a period of forty-five (45) days to file exceptions to their placement on the seniority list with the Superintendent. No exceptions shall be entertained which have not been filed within this time period. This list shall be kept updated and posted annually.

- E. Before any reduction in force or recall is initiated, the School Board, Administration, and Negotiating Team will meet to discuss the areas to be reduced and the ramifications of such reduction to insure a balanced curriculum. Decisions on which teachers will be reduced or recalled shall be consistent with the desire to maintain an effective balanced curriculum.
- F. A dismissal that is based on a reduction in force must be due to a demonstrable financial or enrollment problem.
- G. A teacher whose current assignment is not available due to a reduction in staff shall be allowed to displace the teacher in another teaching assignment in accordance with the criteria specified in Paragraph A.
- H. Teachers who have been laid off will be recalled using the criteria specified in Paragraph A.

- I. Seniority shall be broken when a teacher:
1. resigns;
 2. is discharged for just cause;
 3. fails to report for work within thirty (30) days after receipt of a written notice of recall to work after a lay-off given by the Board by registered or certified mail addressed to the employee at his or her last address appearing on the records of the Board; except that an employee who is employed in another School Corporation at the time of recall shall be allowed to complete his or her contractual obligation before returning. In the unforeseen event that a teacher is unable to return within the thirty (30) day time limit because of illness or physical incapacity, the teacher shall return as soon as he/she is released from his/her doctor's care.
- J. A teacher on lay-off shall remain on the recall list until he or she:
1. refuses an offer of employment; or
 2. fails to notify the Superintendent by March 1, of each year that he or she wants to remain on the recall list.
- K. A teacher dismissed because of a reduction in force shall be partially reimbursed for loss of job by payment for seventy-five percent (75%) of accumulated sick leave. All payments are to be paid in two (2) equal payments (one in September and the other in January). If the teacher has taken another teaching position or another position with comparable pay on or before the date of payment, then no payment will be made.
- L. Any teacher who is laid off shall be offered daily substitute positions according to seniority at the rate approved by the Board to pay certified substitute teachers.

HOURS

A. School Day

The basic school day of assigned duties for all teachers shall not exceed seven (7) hours and thirty (30) minutes per day between 7:00 a.m. and 4:00 p.m. A teacher may be allowed to deviate from the established building time schedule at the discretion of the principal. Teachers are not authorized to be out of the building on any type of personal business during the school day unless authorized by the principal. Teachers shall report to work for a maximum of 184 days

School Contract Hours:

Westfield High School: 8:20 AM - 3:50 PM
 Westfield Middle School: 8:15 AM - 3:45 PM
 Westfield Intermediate School: 8:20 AM - 3:50 PM
 K-4 Elementary Schools: 7:30 AM - 3:00 PM
 Early Learning Center: 7:15 AM - 3:45 PM

It is understood that the length of the basic school day for all teachers may be extended by the Board to include:

1. completing contracted duties for which extra pay is received;
2. parent-teacher conferences
 - a. (Grades K-8) not to exceed one (1) per year with the discretion of offering alternative schedules as decided by building level administration.
 - b. (Grades 9-12) not to exceed one (1) per trimester. If parent-teacher conferences are held on a regular school day, a student instructional day may be shortened to compensate for the extended teacher hours.
3. orientation programs for parents at the beginning of each school year (to include but not be limited to open houses, meet the teacher nights, ice cream socials, etc.) - one (1) per year; At the K-4 level, the contract time on a teacher work day (non student day) will be adjusted to compensate for the attendance at an additional beginning of the school year orientation program.
4. Required meeting or work time outside of regular school contract hours (e.g. late-start-Wednesdays, Team Planning Time, faculty meetings, etc) shall not exceed 3 hours per month with the discretion of shortening and/or canceling meetings when other (written, electronic, etc.) communication will suffice as determined by building administrators.

B. Planning Time

It is acknowledged that quality preparation time is important to promote quality educational opportunities for students. This includes one period of preparation time per day at the high school and middle school level, as well as at least a forty minute period of preparation time per day for the elementary and intermediate schools. It is the goal of the parties to allow flexibility among our various schools while at the same time having a schedule that allows proper accounting of time and complies with the provisions of this agreement dealing with teaching hours.

C. New Teacher Orientation

Teachers who are newly employed in a certificated teaching capacity to the corporation may be required to attend up to three (3) days of new teacher orientation prior to the start of school. For the purpose of this Section, newly employed is defined as those hired within the last twelve months who have yet to attend an orientation program. An orientation program may also be required of a teacher returning from a leave or job separation of at least one (1) year and/or a previously hired employee who has not had the orientation program within the last three years. Compensation shall be paid as a stipend of 40% of the daily rate for a teacher at the BS+0 salary level.

D. Class Coverage Compensation

A teacher shall be paid 80% of the BS level 0 hourly rate when instructing or supervising a class period for an unfilled daily assignment.

When 9 or fewer students are added to a teacher's classroom for the day due to an unfilled daily assignment, the teacher will be paid \$25 for a half-day (4 hours or less) or \$50 for a full-day (more than 4 hours), as applicable.

When 10 or more students are added to a teacher's classroom for the day due to an unfilled daily assignment, the teacher will be paid \$40 for a half-day (4 hours or less) or \$80 for a full-day (more than 4 hours), as applicable.

Curriculum, Content, and Instruction Learning Environment

Westfield Washington Schools seeks to promote a teaching and learning environment that is engaging and free from clutter and distractions. All classroom environments should be representative of the curriculum, content, and instruction to facilitate learning for all students. The teacher and other instructional staff are keys to creating an inviting environment that makes learning exciting and successful for all students in the classroom.

Researchers have found that students benefit most when classroom walls have some decorations, but the walls are not cluttered. Displays on classroom walls should be designed to enrich the learning in the classroom and be viewed as a tool for enhancing teaching without becoming distracting to the learning process.

Appropriate items for the classroom walls and display are:

- Visual content learning aids and graphic organizers
- Anchor papers of exemplar student work
- Inspiring content role models or content posters
- School-sponsored activities posters and calendars

The administration has the final authority and responsibility to determine appropriate decorations for the classroom learning environments.

Curriculum and Instructional Materials at Building Libraries/Media Centers

The Libraries at each level will work with the administration team, curriculum teams, and classroom teachers to provide instructional materials that are developmentally and age appropriate. The six elementary librarians will team together to review the purchase of all library materials that will be implemented in grades K-4. The library/media center staff in grades 5-12 will coordinate their purchase of materials through their administrative team while working with their grade level and department chairpersons.

The Assistant Superintendent for Curriculum and Instruction will work with all the buildings to coordinate final approval of all curriculum and instruction materials for the school district.

Donations of any books or curriculum material will be reviewed by the building principal and Assistant Superintendent for Curriculum and Instruction. Final acceptance of donations will be acknowledged by the Board of School Trustees.

Some materials in the libraries and media center may be identified as parent approval to be checked out to students based on the developmental and age appropriateness of the student. The six K-4 librarians will work as a team to review and make the final determination of identification and placement of all reading and instructional materials while working with the principals of their buildings.

Grade 5-12 level librarians and media center staff in the school district will work with their building administrative team and to determine the materials that are purchased and the final identification of whether parent approval is needed for the collection in their buildings.

MISCELLANEOUS PROVISIONS

A. Association Rights

1. Use of Facilities. The Association shall be allowed to use the plant facilities of the School Corporation upon written request and written approval of the principal, provided such use, as determined by the Board, does not interfere with the schools' educational program.
2. Use of Bulletin Boards. The Association shall be allowed to use school bulletin board space in the faculty lounge or workroom.
3. Use of Intramail. The Association shall be allowed to use school intramail facilities as determined by the Board.
4. Use of Equipment. The Association, as the representative employee's organization, shall also have the exclusive right to use school mailboxes, and any equipment on school premises including, but not limited to, computers, word processors, fax machines, duplicating equipment, calculating machines, all types of audio-visual equipment, voicemail and email. Use of School Corporation copying equipment shall be available to the Association at cost or the Association providing the paper.
5. Association Released Time. Provided it does not interfere with the delivery of professional services by other employees, the Association shall be entitled to the following consideration.
 - a. The Association shall be entitled to use up to six (6) paid Association Leave Days for Association purposes granted or used by the Association President in half or whole day increments with the Association President giving the Superintendent as much advance verbal and written notice as time and circumstances allow.
 - b. As can best be worked out between the Association President and his/her building principal, the Association President shall not be assigned regularly scheduled non-teaching duties.
 - c. Additional Association Leave Days may be granted at the discretion of the Superintendent with the understanding that granting of any such days for one occasion does not set precedent that would require the Superintendent to grant additional such leave days on another occasion, even when the purpose for requesting the additional leave days is the same.
 - d. Paid Association leave days shall not be used for internal or external candidate promotion, shall not interfere with the normal education program, and shall not be used for the express purpose of member solicitation.

B. Threats of Criminal or Civil Action

A teacher shall report to the Superintendent any threats of criminal or civil action against, arising out of, and in the course of his or her employment with the schools. Except in cases where the Board and/or Schools is the adversary party, the Board will select and provide legal counsel to defend a teacher of the schools in any suit arising out of the performance of his or her duties for, or employment with, the Schools, provided the Board by resolution determines that the action was taken in good faith and shall save the teacher harmless from any liability, cost or damage in connection therewith, inclusive, but not limited to the payment of any legal fees, except where the liability, cost or damage is predicated on, or arises out of, the bad faith of the teacher, or is a claim or judgment based on his or her malfeasance in employment.

C. Job Injury

In the event a teacher is absent due to an injury sustained on the school premises as a result of an assault which is determined to be compensable under Worker's Compensation Laws, the teacher will:

1. Receive full salary for the first seven (7) school days of absence;
2. Receive the difference between the daily rate paid through Worker's Compensation and the teacher's daily salary for a period of fifty-three (53) additional school days of absence;
3. Not be charged for sick leave for the sixty (60) school days described above;
4. Obtain validation for the absence from the teacher's physician. In the event that Worker's Compensation is to be used, it shall be the responsibility of the teacher to follow all of the established procedures for applying for Worker's Compensation;
5. Receive time for appearance before a judicial body or legal authority as a result of such assault and will not result in loss of wages or in reduction of accumulated sick leave of the teacher.

D. Reprimand, Warning, or Discipline

Any reprimand, warning, or discipline of a teacher for any infraction of rules or delinquency in professional performance shall be issued in a professional manner.

1. The Board agrees to enact and maintain a policy concerning electronic communications.

2. Every effort should be made that reprimands shall not be conducted in the presence of students, other teachers, or parents. Reprimands shall remain confidential.
3. Progressive discipline (oral warning, written reprimand, suspension, and dismissal) shall be followed in a progressive order except in cases of gross violation(s) of policy, rule, regulation, conduct, or law.
4. Any record of an oral warning shall be purged from the personnel file three (3) years from the date of the infraction.
 - a. When an oral warning has been given, the appropriate administrator shall prepare a written record stating the date and reason for such oral warning and the written record shall be dated and initialed by both the teacher and the administrator and placed in the teacher's personnel file.
 - b. This oral warning file shall be used only to document step one in progressive discipline.
5. This Section shall apply to all disciplinary documentation currently in personnel files.

E. Pay Deductions

WWS will automatically deduct federal, state and local withholding and employment taxes from an employee's paycheck based on their tax and benefits authorizations. In addition, WWS will deduct certain authorized voluntary deductions (e.g., health insurance premiums, property taxes, WWEF contributions, etc.).

WWS will comply with state and federal laws relating to the garnishment of an employee's court with appropriate jurisdiction.

F. Reporting Threats, Intimidation, Battery, or Harassment of Teachers

Any instance of a threat, intimidation, battery, injury caused by a student, or harassment directed at a WWS teacher will be reported by an Administrator to the SRO or to the Police immediately and at the earliest knowledge of the incident. In cases where intent is questioned, the incident should still be reported immediately.

IC 20-33-9-10 requires that an individual who has reason to believe that a school employee: (1) has received a threat; (2) is the victim of intimidation; (3) is the victim of battery; or (4) is the victim of harassment; shall report that information to their principal who must then report that information to the police.

SPECIAL JOB ARRANGEMENTS

The Board supports job arrangements that best use personnel resources while ensuring the highest quality of instruction for students. Recognizing that these arrangements may create unique personnel management situations, it is imperative that participants be aware of the special contractual provisions pertaining to such situations and carefully analyze their involvement.

A. Looping

Looping is a voluntary agreement by two (2) or more teachers, which allows each teacher to stay with the same students as the students' progress through consecutive school years of instruction.

1. Two (2) teachers who wish to participate in a looping arrangement must submit a signed proposal to their building principal outlining the instructional advantages for the students. The teachers must currently occupy positions in the grade levels that are affected.
2. The term of a looping arrangement shall be two (2) or more years. The Principal or Superintendent may terminate a loop. If only one (1) of the participating teachers in a loop wishes to withdraw from a looping plan, such a withdrawal will be at the sole discretion of the Superintendent or designee. Following the termination of a looping arrangement, the teachers will return to the positions they held prior to the looping arrangement. In the event that insufficient positions exist to accommodate this return, the provisions of Articles VIII and IX, whichever are applicable, shall apply.

B. Part-Time Teachers Compensation

1. Part-time high school teachers teaching one (1) class shall be paid 22.5% of full time pay, 2.5% of which being considered compensation for having no preparation period, and will be considered less than 50% employees for insurance benefits purposes.
2. Part-time high school teachers teaching two (2) classes shall be paid 45% of full time pay, 5% of which being considered compensation for having no preparation period, and will be considered less than 50% employees for insurance benefits purposes.
3. Part-time teachers at other levels shall be compensated the percent of full time pay equal to the percent of day for which they are contracted, with those contracted for 50% or more of the day being entitled to full insurance benefits.
4. Part-time teachers contracted to teach 50% or more of a day shall receive full preparation periods as part of their contracted day.

C. Other Category Teachers Compensation

1. Substitute Teachers

When Westfield Washington Schools has no knowledge nor reasonably should have knowledge that a teacher's absence or separation shall require a replacement teacher for a period of at least fifteen (15) consecutive work days in any given school year, Westfield Washington Schools may employ the replacement teacher as a non-bargaining unit substitute teacher and such substitute teacher shall have no rights per this Master Contract.

2. Per Diem Teachers

When Westfield Washington Schools has knowledge or reasonably should have knowledge that a teacher's absence or separation shall require a replacement teacher for a period spanning not less than fifteen (15) consecutive work days and up to sixty (60) consecutive work days in any given school year, Westfield Washington Schools shall employ the replacement teacher as a per diem, non-contractual basis bargaining unit teacher (hereinafter referred to as a per diem teacher).

- a. Westfield Washington Schools will grant each per diem teacher one (1) paid day of absence for every twenty (20) days of service.
- b. A per diem teacher's paid leave is accumulative, but may only be used while the given individual serves as a per diem teacher.
- c. Per diem teachers shall be paid in accordance with their placement on the negotiated salary schedule as such placement is provided for in the parties' collectively bargained Master Contract.
- d. Per diem teachers' collective bargaining rights shall be limited only to those rights established herein for per diem teachers.

3. Temporary Replacement Teachers

When Westfield Washington Schools has knowledge or reasonably should have knowledge that a teacher's absence or separation shall require or requires a replacement teacher for a period extending beyond sixty (60) consecutive work days in any given school year:

- a. Replacement teachers employed on a temporary contract shall have all the rights of the Master Contract except that paid leave shall be granted per the formula set forth in 2 a above.
- b. Replacement teachers employed on a regular contract shall have all the rights of the Master Contract.

- c. Replacement teachers employed on a temporary contract may be subject to the evaluation process to the extent time and circumstances allow and as determined by Westfield Washington Schools.
3. In the event a teacher is given an additional assignment during the same school year either as a per diem or temporary replacement teacher per sections 2 and 3 above, the teacher's unused paid leave days would continue to accumulate.