

Franklin Community School Corporation Teacher Handbook

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Days and Hours

Section 1. The school year shall consist of 184 teacher days.

Section 2. The minimum workday for full-time teachers shall be considered seven and three-fourths (7 $\frac{3}{4}$) hours. This time shall also include thirty (30) consecutive minutes of unassigned time between 10:00 a.m. and 2:00 p.m. for lunch. Teachers shall attend all meetings called by school administrators unless excused by the principal or the school administration. The school administration shall determine each teacher's beginning time, duty-free lunch period, and ending time.

Section 3. Teacher preparation time shall be equivalent to

- a. At the beginning of the school year, one day (a full day or its equivalent prior to the first student day) of the required teacher attendance days shall be designated for teachers to work in their classrooms.

When students are present:

- b. No less than two hundred (200) minutes per week for grades K-6 at 40 minutes per day during the instructional day.
- c. No less than two hundred twenty-five (225) minutes per week for grades 7 through 12 and prorated for weeks with fewer workdays for high school.

Flexibility shall be considered after discussion between the Superintendent and the FCTA President.

Vacancies

Section 1. The Superintendent shall notify the FCTA President of all transfers and vacancies as they become available. In the case of current employees with permanent contracts, transfers shall be permitted with a posting of *only the last vacant position(s)*.

Teacher Discipline

Section 1. A teacher shall not be disciplined, reprimanded, suspended, reduced in compensation or non-renewed without the employer answering "yes" to the following questions:

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- a. Before administering discipline, did the employer make an effort to discover whether the teacher did violate a rule or order of management?
- b. Did the investigation produce substantial evidence or proof that the teacher was guilty as charged?

Public Complaints and Concerns

Any person or group having a legitimate complaint/concern pertaining to a teacher, per the Anti-Harassment Board Policy, shall have the right to address the matter with the building administration. The Board must protect its teachers from unnecessary harassment. These procedures intend to provide the means for judging each public complaint and concern fairly and impartially and to seek a remedy where appropriate at the lowest level possible.

These procedures do not apply if the matter involves suspected child abuse, substance abuse, harassment, discrimination, or any other serious allegation that may require investigation or inquiry by school officials prior to approaching the teacher.

Anonymous complaints/concerns will not be subjected to these procedures, but the concerned teacher will be notified. If an anonymous complaint is received, it will not be placed in the teacher's official or working file.

IF the Superintendent desires to rectify misunderstandings between the public and teachers through direct discussions of an informal type among the interested parties. Only when such informal meetings fail to resolve the differences shall more formal procedures be employed, as follows:

A. First Level:

It is a matter specifically directed toward a teacher; the matter must be addressed initially to the concerned teacher, who shall discuss it promptly with the complainant and make every effort to provide a reasonable explanation or take appropriate action within his/her authority.

If the matter comes to the teacher's building administrator as a First Level, the

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building administrator should suggest the matter be referred to the teacher for appropriate action at the First Level; however, if the complainant prefers not to initiate with the concerned teacher, the teacher's building administrator should request a conference between the complainant, the teacher and building administration and should inform the teacher immediately of the complaint/concern.

B. Second Level:

If the matter cannot be satisfactorily resolved at the First Level, the complainant may further discuss the matter with the teacher's building administrator to attempt to gain resolution.

Should the matter be resolved or not resolved at the Second Level, the teacher will be advised of the outcome by the building administrator.

C. Third Level:

If a satisfactory solution is not achieved by discussion with the building administrator, a written request for a conference may be submitted to the superintendent or designee by the complainant or the teacher. This request should include:

1. the specific nature of the complaint and a brief statement of the facts giving rise to it;
2. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
3. the action which the complainant wishes taken and the reasons why it is felt that such action is taken.

Should the matter be resolved or not resolved in conference with the superintendent or designee, the building administrator and teacher will be advised of the outcome.

D. Fourth Level:

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The complainant, the building administrator, and the teacher shall be advised of the Superintendent's decision in writing. The Superintendent's decision on the matter will be final, and it will not provide a hearing to other complainants on the same issue.

Displaced Teachers, Reduction in Force (RIF) and Recall

To provide the best instructional and extra-curricular services for students and to provide teachers with job security through the use of consistent and pre-determined criteria, the following processes will be utilized with regard to the displacement, reduction in force, and recall of teaching staff:

I. Displaced Teachers

Section 1. Building to Building:

Should it become necessary to displace/transfer teachers from one building to another and/or from one assignment to another grade level or department due to changes or decreases in school enrollment or Federal regulations and guidance, the following criteria shall be used:

- A. The superintendent shall determine the need for transfer and notify the Association of the possible need.
- B. The building administrator will notify teachers in advance who may be in the position of displacement.
- C. Before a teacher is identified for involuntary transfer, volunteers will be sought from the staff at the school where reduction is necessary.
- D. If an inadequate number of volunteers exists, or those volunteers do not meet the program needs of the existing or new openings, the selection of teacher(s) for transfer shall be made after consideration of the following criteria:
 - i. Evaluation: based on the current year's evaluation, if complete.
 - ii. Particular program needs: ***(This does not include PLC leadership.)***
 - iii. Certification area(s) of the teacher(s) involved
 - iv. The least amount of service in the district.

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- E. The superintendent or designee will review each proposal for involuntary transfer for appropriateness prior to implementation. The proposal(s) shall be discussed with a President of the Association or appointed designee prior to the date of transfer. Any conversation between an association president or appointed designee and a building or corporation administrator regarding the involuntary transfer of a teacher will remain confidential until the principal or other designated administrator has spoken with the teacher who may be displaced.
- F. Involuntary transfers will be made only after the building principal consults with the affected teacher(s). The teacher may request a meeting with the superintendent and principal where reasons are shared and solutions explored if there is concern on the part of the teacher. After following the appropriate process described above regarding an involuntary transfer, the superintendent will make a final decision.
- G. A displaced teacher will be first considered for an available position for which he/she is qualified.
- H. A part-time teacher will have the same right as a full-time teacher to request a voluntary transfer to a full-time teaching position. A part-time teacher will not have the right to displace a full-time teacher due to the transfer.
- I. Suppose a displaced teacher's original position becomes available before the beginning of the school year. In that case, he/she will be given an opportunity to return to that original position.

Section 2: Within a Building

If a transfer involves movement from one grade level or subject area assignment to another within a single building, the discussion will take place between the respective building's FCTA discussion team, the building principal, and the teacher, who may be displaced.

Teachers on Leave

Teachers on leave are subject to provisions of this policy.

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Paid Time Off

- A. Paid time off will not be paid out before a teacher receives TRF eligibility.
- B. The teacher must utilize PTO days prior to using his/her banked sick time.

Suppose a substitute teacher cannot fill a teacher's absence. In that case, the following steps will be taken to supervise/teach the class:

1. Any substitute teacher on the prep period will be reassigned into the vacancy for the specific period;
2. Ask for volunteers from the teachers during the prep period;
3. Admin will fill in until a consistent substitute solution is identified;
4. The administrator could assign teachers to the vacancy during his/her prep period as a last resort.

Terms of the Franklin Community School Corporation Teacher Handbook

This Agreement/Teacher Handbook is made and entered into at Franklin, Indiana, on the 12th day of September in Franklin School Corporation, by and through the Superintendent and the Franklin Community Teachers' Association, affiliated with the Indiana State Teachers Association and the National Education Association.

Amendments to the Agreement/Teacher Handbook shall not be made unless there is a mutual agreement between the Board and the Association. Only by agreement between the Board and the Association, the terms in this Agreement/Teacher Handbook may be revised at any time.

IN WITNESS of which, the parties hereto set their hands:

FRANKLIN COMMUNITY SCHOOL CORPORATION

By 
Superintendent

By 
President, Franklin Community Teacher's Association

Date: January 23, 2024

Date: January 23, 2024