

**BGCS**  
**Teacher Handbook**  
**2022-2023**  
*board approval: August 9, 2022*



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## Teacher Handbook and/or Board Policy

### Calendar, School Year

A school year calendar will be developed and adopted by the Board each year which specifies when each of the contract days are scheduled and when each of the student instructional days are scheduled. The calendar will be discussed with the Association through the Discussion process before the Superintendent recommends the calendar to the Board of Education.

**2022-2023 Calendar:** [2022-2023 At A Glance Calendar\\_Updated\\_5\\_10\\_22 .pdf](#)

### Co-Curricular and Athletic Positions

The Board may create co-curricular or athletic positions after discussion with the Association. Compensation for any new co-curricular or athletic position must be negotiated with the Association.

### Contract Day

A contract day shall consist of the hours after discussion with the Association. The workdays can be altered by the Superintendent after presenting the change through the Discussions process. Currently (7) hours and thirty-five (35) minutes.

### Contract Day, Rescheduled

In the event a scheduled contract day is canceled and the adopted school year calendar does not specify when the day will be rescheduled, the Superintendent will meet with the Association to discuss the rescheduled date before a final decision is made.

### Contract Year

The contract for the school year will consist of *one hundred eighty-four (184) contract days*. Teacher workdays can be altered by the Superintendent after presenting the change through the Discussions process.

### College Tuition Reimbursement

Beech Grove City Schools will reimburse and compensate staff members for college courses if the district requests they enroll to complete a licensing requirement of “Specialized Training” beneficial to the students of Beech Grove City Schools. In addition, staff members can be compensated for professional training sessions for up to six (6) hours per day if asked to participate outside of the normal contract day. The following specifics will be part of the Teacher Training Reimbursement process:

- A staff member can be reimbursed for the cost of taking a “specialized training session” or college courses if approved in advance by the Superintendent. Appropriate taxes will be deducted from this reimbursement and distributions will be required to follow payroll procedures. Staff will be reimbursed up to \$400 per credit hour for completion of course work specific to the licensing requirement or “Specialized Training”. The staff member being reimbursed must show proof of an earned credit and provide documentation/receipt of the paid tuition bill/invoice.
- Staff members will complete the district claim form after completion of any course or “Specialized Training” session showing documentation for the expenditure for tuition or enrollment. Materials, books, refreshments, food, lodging, parking and travel are not applicable and not allowed for reimbursement. The staff member will only be reimbursed if he/she receives a passing grade in the course. The teacher must agree to teach in the school district for five years after completing the new degree or licensure or he/she will be required to repay the reimbursement monies received under this provision (pro-rated from the completion date). The teacher will be required to sign an agreement acknowledging the understanding of the parameters of the reimbursement and the potential repayment component if the employee leaves before the 5-year agreement to remain employed and serve Beech Grove City Schools students.
- Teachers/certified employees are not automatically eligible for compensation for their time attending classes, working on course work or attending classes in-person or online. The benefit for college tuition reimbursement is to provide funding for the tuition costs associated with enrollment and earning a new certification or degree.
- Staff who attend other required staff development training or ongoing certification requirements to continue teaching in programs for Dual Credit or Advanced Placement, Project Lead The Way or another approved academic program may be compensated at the corporation approved daily rate of \$300 if agreed upon and when written into a signed agreement for tuition reimbursement.
- College Tuition Reimbursement is a taxable benefit.

### **Direct Electronic Deposit**

All staff members will have their pay electronically deposited into any qualified financial institution. Teachers may choose up to three (3) different accounts. Employees may choose a cash card option if a bank is not established.

## FMLA Policy

Any paid or unpaid FMLA leave that is taken will be counted towards the 12 or 26 weeks available under the FMLA.

## FAMILY & MEDICAL LEAVES OF ABSENCE ("FMLA")

In accordance with Federal law, the School Board shall provide up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period to eligible professional staff members for the following reasons:

	A-1.	the birth of a child and/or the care of a newborn child within one (1) year of the child's birth;
	B-1.	the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival;
	C-1.	the staff member is needed to care for a spouse, son, daughter, or parent if such individual has a serious health condition; or
	D-1.	the staff member's own serious health condition prevents him/her from performing the functions of his/her position.

## Leave Entitlement

Service member FMLA provides eligible employees unpaid leave for one, or for a combination, of the following reasons:

	A-2.	A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; and 8) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.
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	B-2.	To care for a covered family member, including next of kin as provided in the statute, who has incurred an injury or illness or aggravation of a pre-existing illness or injury while in the line of duty while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. Covered
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		active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy.
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**Duration of Service Member FMLA**

	A.	When leave is due to a "qualifying exigency": An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable leave.
	B.	When leave is to care for an injured or ill service member: An eligible employee may take up to twenty-six (26) work weeks of leave during a single twelve (12) month period to care for the service member 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. This is a one time benefit per service member per single 12-month period. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
	C.	Service Member FMLA runs concurrently with other leave entitlements provided under Federal, State, and local law.

**General Provisions**

Professional staff members are "eligible" if they have worked for the Board for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to the leave request. All full-time professional staff members are presumed to meet the 1,250 hour requirement if they were employed by the Corporation in this capacity for the preceding twelve (12) months. Months and hours that reservists or National Guard members would have worked if they had not been called up for military service count towards the staff member's eligibility for FMLA leave/Service Member Family Leave. Employment service time may be aggregated when the break in employment service is less than seven (7) years, is for fulfillment of military obligations, or if the employee is subject to recall under a written agreement.

Twelve (12) month period is defined as the twelve (12) month period measured forward from the date the staff member's first FMLA leave begins (i.e. the "leave year" is specific to each individual staff member).

For Service Member Family Leave, the use of the twenty-six (26) weeks will be measured forward from the first date on which the employee takes leave.

Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:

	A.	Inpatient care, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
	B.	continuing treatment by a healthcare provider, including:
	1.	a period of incapacity of more than three (3) consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves either in-person treatment two (2) or more times by a healthcare provider within thirty (30) days of the first date of incapacity, absent extenuating circumstances beyond the employee's control, or in-person treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a healthcare provider;
		The first visit to the healthcare provider must occur within seven (7) days of the first date of incapacity.
	2.	any incapacity due to pregnancy or for prenatal care;
	3.	any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
	4.	a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
	5.	any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
	C.	conditions for which cosmetic treatment is administered are not "serious health conditions" unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontic problems, periodontal disease, etc., are conditions that do not meet this definition and do not qualify for FMLA leave.



## **Intermittent and Reduced Schedule Leave**

The Superintendent may allow a staff member to take FMLA leave intermittently or on a reduced schedule for the birth, adoption, or foster care placement of a child (see A-1 or B-1). A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parents, or dependent child with a serious health condition (see C-1 and D-1). Service Member Family Leave may also be taken on an intermittent or reduced-leave schedule when medically necessary.

The taking of such leave results in the total reduction of the twelve (12) or twenty-six (26) weeks only by the amount of leave actually taken.

If the intermittent or reduced-leave schedule is foreseeable based on planned medical treatment or the staff member is taking Service Member Family Leave, the Superintendent may require the staff member to transfer temporarily to an available alternative position which better accommodates recurring periods of leave. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties. Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule because of reasons (C-1) or (D-1) above or pursuant to Service Member Family Leave and the leave would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave must elect either to:

	A.	take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
	B.	transfer temporarily to an available alternative position offered by the Superintendent for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

## **Staff Member Notice Requirement**

Whenever the leave is foreseeable, the staff member shall provide the Superintendent with thirty (30) days' notice. If there is insufficient time to provide such notice because of unforeseeable events, the staff member shall provide such notice as soon as possible and practical, generally not later than the next business day after the employee realizes the need for leave. Failure to follow the leave notice requirements may result in delay of obtaining the leave. Employees will still be required to comply with the absence reporting procedures at their buildings.

When planning medical treatment or taking leave pursuant to Service Member Family Leave, the staff member must consult with the Superintendent and make a reasonable effort to schedule the leave so as not to unduly disrupt the regular operation of the Corporation, subject to the approval of the healthcare provider.

## **Substitution of Paid Leave**

The Board shall require the staff member to substitute (i.e. run concurrently) any of his/her earned or accrued paid leave (e.g. sick leave, personal leave, vacation leave, family leave) (per the applicable collective bargaining agreement) for unpaid FMLA leave (see A-1, B-1, and A-2).

The Board shall require the staff member to substitute any of his/her earned or accrued paid vacation, personal leave, family leave (if applicable) or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for either reason (C-1) or (D-1).

The Board shall require the staff member to substitute any of his/her earned or accrued paid vacation, personal leave, family leave or sick leave (per the applicable collective bargaining agreement) for unpaid Service Member Family Leave.

If the staff member has not earned or accrued adequate paid leave to encompass the entire twelve (12) week period of FMLA leave or twenty-six (26) week period of Service Member Family Leave, the additional weeks of leave to obtain the twelve (12) weeks of FMLA leave or twenty-six (26) weeks of Service Member Family Leave, the staff member is entitled to shall be unpaid. Whenever a staff member uses paid leave in substitution for unpaid FMLA leave/Service Member Family Leave, such leave counts toward the twelve (12) week/twenty-six (26) week maximum leave allowance provided by this policy.

## **Corporation Notice Requirement**

The Superintendent will notify the staff member when the Corporation intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing and should be given within five (5) business days of the request. When verbal notice is given, it will be followed by written notice within five (5) business days. In the case of intermittent or reduced schedule leave, only one (1) such notice is required unless the circumstances regarding the leave have changed. If the Superintendent does not have sufficient information about the reason for the staff member's use of paid leave, the Superintendent may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent learns that a paid leave is for an FMLA leave-qualifying reason, the Superintendent will notify the staff member within five (5) business days that the paid leave will count toward the staff member's twelve (12) week FMLA-leave entitlement. The notification will indicate whether the employee is required to provide a fitness-for-duty certification to return to work.

## **Limits**

In cases in which the Board employs both spouses, the total amount of FMLA leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse or a child. Additionally, the aggregate number of work weeks of leave to which both the husband and wife may be entitled pursuant to this policy is limited to twenty-six (26) work weeks during the

single twelve (12) month period provided for in the Service Member Family Leave provision if the leave is taken pursuant to Service Member Family Leave or a combination of general FMLA leave and Service Member Family Leave.

**Certification**

When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parents, or dependent child with a serious health condition (see C-1 and D-1, or Service Member Family Leave is taken, the staff member must provide medical certification from the healthcare provider of the eligible staff member, his/her immediate family member, or the next of kin of the individual.

The staff member may either:

	A.	submit the medical certification to the Superintendent; or
	B.	direct the healthcare provider to transfer the medical certification directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

Staff members are not eligible for leave pursuant to this policy if they work elsewhere during leave pursuant to this policy.

In the event the staff member fails to provide medical certification, any leave taken by the employee is not FMLA leave/Service Member Family Leave.

When the need for FMLA leave is foreseeable and at least thirty (30) days' notice has been provided, the staff member must provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the Superintendent within fifteen (15) calendar days after the staff member requests FMLA leave unless it is not practicable under the circumstances to do so despite the staff member's diligent and good faith efforts.

Any dispute over eligibility for FMLA leave shall be discussed between the employee and Superintendent. The Corporation shall be responsible for maintaining a record of those communications.

If the Corporation has reason to doubt the validity of the employee's medical certification, then the Board reserves the right to obtain, at its expense, the opinion of a second healthcare provider and, in the event of conflict, the opinion of a third healthcare provider whose decision shall be binding and final. The staff member may either:

	A.	submit the opinion of the second healthcare provider, and the opinion of the third healthcare provider if applicable, to the Superintendent; or
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	B.	direct the second or third healthcare provider to transfer his/her opinion directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event that the staff member fails to provide the medical opinion of the second or third healthcare provider, if applicable, any leave taken by the staff member is not FMLA leave.

A staff member who takes leave for reason (D-1) on page one, prior to returning to work, must provide the Superintendent with a statement from his/her healthcare provider that s/he is able to resume work.

A staff member seeking to take leave pursuant to reason (A-2 or B-2) above must submit, in a timely manner to the Superintendent, an appropriate certification as described by Federal regulations.

**Return from Leave**

Upon return from any FMLA leave, the Board will restore the staff member to his/her former position or to a position with equivalent employment benefits, pay and conditions of employment. During FMLA leave, the Board shall maintain the staff member's current coverage under the Board's group health insurance program on the same conditions as coverage would have been provided if the staff member had been continuously working during the leave period. If the staff member was paying all or part of the premium payments prior to going on FMLA leave, the staff member must continue to pay his/her share during the leave.

Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent to minimize disruption to the students' program. (See Special FMLA Rules for Instructional Employees below.)

An employee's entitlement to benefits other than group health benefits during a period of FMLA leave (e.g., sick leave, vacation and other benefits) will be determined by the Corporation's established policies and any applicable provisions in the collective bargaining agreement for providing such benefits when the employee is on other forms of leave (paid or unpaid, as appropriate).

The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave.

If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition that entitles the staff member to leave pursuant to reasons (C-1) or (D-1) above or Service Member Family Leave, or for circumstances

beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.

A staff member who fraudulently obtains FMLA leave is not protected by this policy's job restoration or maintenance of health benefits provisions.

The Superintendent shall prepare any guidelines that are appropriate for this policy and ensure that the policy is posted properly.

In any areas where discretion is allowed in the implementation of this policy or its guidelines for implementation, such discretion shall be exercised in a non-discriminatory manner. Similarly situated persons shall be treated similarly.

The Superintendent shall provide a copy of the policy to all staff members, and retain a record of how and when the policy was distributed. A notice of Rights and Obligations shall also be provided each time an employee requests FMLA leave or the Corporation has sufficient information to believe that the employee may qualify for FMLA leave.

The approval, denial and administration of leave under this policy will be governed by the Family Medical Leave Act of 1993, as amended, and its published regulations, as applied and interpreted by the Superintendent.

### **Special FMLA Rules for Instructional Employees**

Certain special rules apply to instructional employees of public schools who take FMLA leave. The special rules affect the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of an academic term (semester), by instructional employees. *Instructional employees* are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes teachers, athletic coaches and driving instructors. It does not include, and the special rules do not apply to auxiliary personnel such as counselors, psychologists, or curriculum specialists.

### **Special Rules for Instructional Employees Taking Intermittent Leave and Leave On a Reduced Leave Schedule**

Leave taken for a period that ends with the school year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee's FMLA leave entitlement. An instructional employee who is on FMLA leave at the end of the school year must be provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of the school year.

If an eligible instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the Corporation may require the employee to choose either to:

(1) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

(2) Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

These rules apply only to a leave involving more than 20 percent of the working days during the period over which the leave extends. For example, if an instructional employee who normally works five days each week needs to take two days of FMLA leave per week over a period of several weeks, the special rules would apply. Employees taking leave which constitutes 20 percent or less of the working days during the leave period would not be subject to transfer to an alternative position. *Periods of a particular duration* means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one uninterrupted period of leave.

If an instructional employee does not give required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the Corporation may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Corporation may require the employee to delay the taking of leave until the notice provision is met.

### **Special Rules for Instructional Employees Taking Leave Near the End of an Academic Term (Semester)**

There are also different rules for instructional employees who begin leave more than five weeks before the end of a term, less than five weeks before the end of a term, and less than three weeks before the end of a term. Regular rules apply except in circumstances when:

(1) An instructional employee begins leave more than five weeks before the end of a term. The Corporation may require the employee to continue taking leave until the end of the term if —

(i) The leave will last at least three weeks, and

(ii) The employee would return to work during the three-week period before the end of the term.

(2) The employee begins leave during the five-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member. The Corporation may require the employee to continue taking leave until the end of the term if—

(i) The leave will last more than two weeks, and

(ii) The employee would return to work during the two-week period before the end of the term.

(3) The employee begins leave during the three-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member. The employer may require the employee to continue taking leave until the end of the term if the leave will last more than five working days.

For purposes of these provisions, *academic term* means the school semester, which typically ends near the end of the calendar year and the end of spring each school year. In no case may a school have more than two academic terms or semesters each year for purposes of FMLA. An example of leave falling within these provisions would be where an employee plans two weeks of leave to care for a family member which will begin three weeks before the end of the term. In that situation, the employer could require the employee to stay out on leave until the end of the term.

### **Special Rules for Instructional Employees Relating to Duration of FMLA Leave**

(a) If an employee chooses to take leave for periods of a particular duration in the case of intermittent or reduced schedule leave, the entire period of leave taken will count as FMLA leave.

(b) In the case of an employee who is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The Corporation has the option not to require the employee to stay on leave until the end of the school term. Therefore, any additional leave required by the Corporation to the end of the school term is not counted as FMLA leave; however, the Corporation is required to maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

### **Emergency Pandemic/COVID-19**

The [Quick Guide to COVID-19/Emergency Pandemic Employee Issues](#) is located in Appendix A

## **Staff Professional Dress Guidelines**

*The following guidelines shall be followed by all school instructional and office staff team members. Custodial, Maintenance, and Food Service team members are exempt from these guidelines.*

1. Pants, Capris, Shorts, and Skirts must be worn at the waist. Undergarments may not be seen above the waistline.
2. Pajamas or similar nightwear are not permitted.
3. Logoed merchandise from other high schools (school districts) are not permitted.
4. Hats, head coverings, sunglasses, curlers and slippers are not permitted at any time during the school day.
5. Clothing and jewelry with double meanings, sexual references, satanic symbols, or advertising for alcohol, drugs & tobacco are not permitted.
6. All tops must reach down to at least the waistband. Exposed midriffs are not permitted.
7. Absolutely no plunging necklines or exposed cleavage are permitted. Appropriate undergarments must be worn at all times.
8. Dresses, skirts, and shorts must be near knee length or longer. Dresses, skirts, shorts, pants, and capris must have NO holes, cuts, rips, or frays.
9. All tops must be capped at the shoulders or have sleeves. Spaghetti straps and visible undergarment straps are not permitted.
10. Yoga Pants, Spandex Pants, Spandex Shorts, and Leggings are not permitted unless they are worn under another piece of clothing ( example: Dress, skirts, and appropriate gym trunks)
11. Jeans may be worn on established spirit days. It is encouraged that staff wear Beech Grove sportswear on these days. Jeans may not have any rips or tears.
12. Open toed shoes and sandals are acceptable. However, unstructured/rubber flip-flop sandals are a safety hazard and may not be worn.
13. Clothing and shoes should be clean and well kept. Staff should be proud of the way they are representing themselves through their dress to the students and the community.
14. Staff members have the ability to request exemption from the dress guidelines for special events/situations that include, but are not limited to: field trips, field days, and health necessity.
15. Physical Education teachers may wear athletic clothing that is appropriate according to their class schedule. Classroom teachers may wear informal clothing if there is a classroom activity scheduled for the day that involves messy materials and/or significant levels of movement.
16. Building leadership shall make building specific decisions regarding the implementation of formal dress days. This expectation will be no more than one day per week and will be communicated to staff via the building handbook.

## **Military Leave Guidelines**

Teachers with a qualifying family relationship are entitled to take FMLA leave including Military Family Leave (Military Caregiver Leave; and/or Exigency Leave) in accordance with federal law and regulations without compensation upon verification of eligibility.



- a) Teachers eligible for military caregiver leave to care for a family member who is a covered service member with a serious illness or injury which was incurred in the line of active duty in the Armed Forces (including National Guard or Reserves), and which may render the family member medically unfit to perform the duties of his/her military office, grade, ranking or rating, may take up to twenty- six (26) weeks of leave during any single twelve (12) month period without pay.

For purposes of military caregiver leave, a Teacher who is the spouse, son, daughter, parent, or next of kin (as defined by the Military Family Leave provisions of the FMLA) is eligible for military caregiver leave.

In order to qualify for military caregiver leave, a Teacher must present certification from an authorized health care provided, in accordance with FMLA military family leave regulations, which may include a Department of Defense (DOD) health care provider; (2) a Veteran’s Affairs health care provider; (3) a DOD TRICARE network authorized health care provider; or (4) a DOD non-network TRICARE authorized private health care provider.

- b) A Teacher may take up to twelve (12) weeks of unpaid leave during any twelve (12) month FMLA leave year to help family members of those in the National Guard and Reserves manage the members’ affairs, when the Teacher’s immediate family member (spouse, son or daughter [as defined by the military exigency leave provisions of the FMLA]), or parent, is called to active duty, or had been notified of an impending order to active duty in support of a contingency operation.

Exigency leave is only available to Teachers who are family members of those in the Reserves and the Reserves. Exigency leave is not available to family members of the Regular Armed Forces on active duty status under current FMLA regulations.

**Length of Day**

The hours of the school day for each building in the School District shall be established by the Administration after discussion with the Association. The hours of operation for school year 2022-2023:

**Current Schedule**

Hornet Park Elementary	Teacher day:	7:10 a.m. to 2:45 p.m.
	Students arrive:	7:20 a.m.
	School day:	7:30 a.m. to 2:30 p.m.
Central Elementary	Teacher day:	7:10 a.m. to 2:45 p.m.
	Students arrive:	7:00 a.m.
	School day:	7:30 a.m. to 2:30 p.m.

South Grove Intermediate	Teacher day:	7:50 a.m. to 3:20 p.m. (M, T, Th, F) 7:50 a.m. to 3:45 p.m. (W)
	Related Arts:	8:40 a.m. to 4:15 p.m.
	Students arrive:	7:30 a.m.
	School day:	8:10 a.m. to 3:10 p.m. (8:10 a.m. to 2:25 p.m. on Wednesdays)
Beech Grove Middle School	Teacher day:	8:20 a.m. to 3:55 p.m.
	Students arrive:	8:20 a.m.
	School day:	8:30 a.m. to 3:50 p.m.
Beech Grove High School	Teacher day:	8:15 to 3:50 p.m.
	Students arrive:	8:00 a.m.
	School day:	8:50 a.m. to 3:50 p.m.

### **Legal Assistance**

The Board may provide, at the Board’s discretion, a Teacher legal counsel when that Teacher is involved in an on-the-job incident that involves the legal system.

### **Leave Days**

Notice of family illness leave must be in writing on the proper form and given to the building principal as soon as possible. The written notice must include the reason a family illness leave day is necessary and the relationship of the family member involved. The day(s) to be taken off must be entered in Skyward by the teacher. Paperwork that must be completed may be obtained from the building secretary.

Notice of personal business leave must be in writing on the proper form and given to the building principal at least twenty-four (24) hours in advance. The day(s) to be taken off must be entered in Skyward by the teacher. Paperwork that must be completed may be obtained from the building secretary.

### **Cell Phone/Technology Communications with Students**

All staff members are required to **include an administrator** on any cell phone communication: text message, instant message, direct message, group cell phone message or when using social media platforms to communicate directly to a student or students at any time. Note: If an employee/volunteer coach feels they have a situation for a class communication or other situation

that would not allow them to perform the normal duties of their assigned coaching position or role, they should consult with the athletic director or building principal to discuss. *The intent of this policy is to **protect** staff when needing to communicate with students.*

## **Crowdfunding**

Policy Manual, Section 6000, Finances, Adopted October 3, 2017

This policy applies to the use of any form of crowdfunding utilizing an online service or website-based platform for the financial benefit or gain of the School Corporation – be it a specific classroom, grade level, department, school, or curricular or extra-curricular activity. For purposes of this policy, "crowdfunding" refers to a campaign to collect typically small amounts of money from a large number of individuals to finance a project or fundraise for a specific cause. Through the use of personal networking, social media platforms, and other Internet based resources, funds are solicited or raised to support a specific campaign or project.

Crowdfunding activities aimed at raising funds for a specific classroom or school activity, including extra-curricular activity, or to obtain supplemental resources (e.g., supplies or equipment) that are not required to provide a free appropriate public education to any students in the classroom may be permitted, but only with the specific approval of the Board upon the recommendation of the Superintendent.

The Donors Choose platform falls under the requirement of obtaining Board approval. Any items funded through this platform are the responsibility of the school district and are retained in the school district should the teacher who raised the funds for the item separate from BGCS.

If another fundraising platform is used and the teacher does not affiliate their request with Beech Grove City Schools, the item being funded is the responsibility of the teacher and is deemed the teacher's personal property.

All crowdfunding activities are subject to this policy and other applicable Board policies including, but not limited to, Policy 5830 – Student Fundraising, Policy 9211 – Corporation-Support Organizations, and Policy 9700 – Relations with Special Interest Groups as well as any administrative guidelines approved by the Superintendent to implement this policy. © Neola 2016

## **LEAVE DAYS**

### **Leave Days, Jury Duty**

If a teacher is off work to serve on jury duty or as a trial witness, the day(s) to be taken off must be entered in Skyward by the teacher. Paperwork that must be completed may be obtained from the building secretary.

### **Leave Days, Professional Coaching**

A teacher requesting to take professional coaching leave must fill out a leave day form, and must enter the day(s) to be taken off in Skyward. Paperwork that must be completed may be obtained from the building secretary.

The Building Principal shall determine if the request for coaching leave and/or reimbursement is approved. A request for reimbursement must be submitted on forms approved by the State Board of Accounts.

### **Leave Days, Sabbatical**

Sabbatical leave shall be granted in accordance with applicable state statute.

### **Leave Days, Special**

The Board may grant upon recommendation by the Superintendent after written request of any Teacher who has taught ten (10) years within the Corporation a leave of absence extending up to one contract year. This leave can be for any reason other than being employed by another primary or secondary educational institution in Indiana, provided that the Teacher makes the request no later than April 1 immediately preceding the school year during which the leave is requested to be taken. The Teacher requesting such a leave should not have previously been granted a leave under this provision, and provided further that a suitable replacement can be secured by June 30 preceding the school year for which the leave is granted. The teacher is entitled to continue their current health and dental coverage if they pay 100% of the premium.

### **Mileage Reimbursement**

Teachers who are assigned to more than one (1) building each day shall be reimbursed for each mile driven between buildings using their personal automobile the per mile rate of reimbursement allowed by the IRS. Teachers shall submit their claim for reimbursement on a monthly basis and on the appropriate form approved by the State Board of Accounts. This form is available electronically by requesting it from the Business Office. Payroll-Deductions

Teacher pay periods shall consist of 26 installments that may include ECA pay or other miscellaneous amounts. Insurance deductions which are the responsibility of the Teacher shall be deducted each payroll for a total of twenty-six (26) each contract year. See rate sheet for further information.

Deductions for benefits under IRC Section 125 non-reimbursed medical will be made in 26 pay periods beginning on or near January 1<sup>st</sup>.

### **Payroll Claim Form**

Approved work done after hours (i.e. committee work, curriculum work, Buzz Club, Friday School, After-School Tutoring, etc.) is to be submitted on a Payroll Claim Form which you can obtain from

your building secretary or BGCS Forms on Google Drive. It is your responsibility to submit the payroll claim form at the end of the pay period in which you performed the work. The signature of your principal or the person responsible for supervising your work is necessary. This document will be sent to the Deputy Treasurer-Human Resources with your building's payroll.

**Reduction In Force**

**Policy 3131 - REDUCTION IN FORCE ("RIF") IN CERTIFICATED STAFF**

It is the responsibility of the Board to employ and retain the certificated staff necessary for the effective and efficient implementation of its educational program and the safe operation of its schools.

The Board shall eliminate certificated positions and reduce the number of certificated staff when the Board finds that curricular changes, changes in enrollment, return to duty from leave of a certificated staff, closing of schools, territorial changes, or other good cause warrants.

As required by I.C. 20-28-7.5-1(d), once the positions to be eliminated are identified by the Board, the certificated staff members to be dismissed shall be identified on the basis of licensure and merit and not years of service or seniority.

As used in this policy, "licensure" means the scope of the license issued by the Office of Educator Licensing and Employment in the Indiana Department of Education, and "merit" means a performance category assigned to an educator pursuant to I.C. 20-28-11.5, i.e. "highly effective", "effective", and "improvement necessary" or "ineffective". Where two certificated staff members are in the same performance category, one or more of the following factors may be considered to identify the staff member to be terminated:

	A	The academic needs of students in the school corporation.
	B.	The assignment of instructional leadership roles, including the responsibility for conducting evaluations under I.C. 20-28-11.5.
	C.	The results of an evaluation conducted under I.C. 20-28-11.5.
	D.	The attainment of either additional content area degrees beyond the requirements for employment; or additional content area degrees and credit hours beyond the requirements for employment, if required under an agreement bargained under I.C. 20-29.
	E.	The number of years of a teacher's experience.

Certificated staff selected to be terminated pursuant to this policy shall receive the initial notification of possible contract cancellation required by I.C. 20-28-7.5-2(a)(2) between May 1st and July 1st preceding the proposed cancellation of their contract with the Board.

I.C. 20-28-7.5-1(d), 20-28-7.5-2(a)(2)

### **Retirement Insurance Participation**

Teachers retired from the Corporation shall be allowed to remain on the group health and dental insurance plans at their expense until their eligibility for Medicare.

### **Self-Reporting**

During the course of his/her employment with the School Corporation, each professional employee and substitute teacher shall be required to report their arrest or the filing of criminal charges against the employee; and conviction of criminal charges to the Superintendent within two (2) business days of the occurrence. The Superintendent shall obtain a review of each reported conviction and shall recommend appropriate action to the Board considering the risk to members of the school community presented by the continued employment of the convicted employee.

I.C. 10-13-3, 20-26-2-1.5

I.C. 20-26-5-10, 20-26-5-11, 20-28-5-8

### **Teacher Appreciation Grants**

The Beech Grove City Schools district will distribute Teacher Appreciation Grant monies received from the Indiana Department of Education to the teachers who meet the following criteria:

1. Employed in the classroom or directly provided education in a virtual classroom setting;
2. Received a Highly Effective or an Effective rating on their most recently completed performance evaluation; and
3. Employed on December 1<sup>st</sup> of the year the Corporation receives the Teacher Appreciation Grant monies.

Beech Grove City Schools will distribute its Teacher Appreciate Grant monies as follows:

1. To All Effective Teachers: A stipend as determined by the Superintendent
2. To All Highly Effective Teachers: A stipend in the amount of 25% more than the stipend given to Effective teachers

The School Corporation will distribute the stipends within 20 business days of the distribution date by the Indiana Department of Education of the Teacher Appreciation Grant monies to the School Corporation.

I.C. 20-43-10-3.5

**2021-2022 New Teacher Placement Salary Schedule (May be revised following 2022-2023 negotiations.)**

The purpose of this schedule is to provide a reference to the Superintendent and BGCTA members for placement of new hires to the school district.

**Levels A-U are not years of experience but provide a reference for placement of new teachers to Beech Grove City Schools.**

See the 2021-2022 Beech Grove Teacher's Bargained Agreement:  
[BGCTA Certified Contract.pdf](#)

**2021-2022 New Teacher Placement Salary Schedule**

<b>Level</b>	<b>Bachelor's Salary</b>	<b>Master's Salary</b>
<b>A</b>	<b>\$45,125</b>	<b>\$46,750</b>
<b>B</b>	<b>\$46,500</b>	<b>\$48,500</b>
<b>C</b>	<b>\$47,875</b>	<b>\$50,250</b>
<b>D</b>	<b>\$49,250</b>	<b>\$52,000</b>
<b>E</b>	<b>\$50,625</b>	<b>\$53,750</b>
<b>F</b>	<b>\$52,000</b>	<b>\$55,500</b>
<b>G</b>	<b>\$53,375</b>	<b>\$57,250</b>
<b>H</b>	<b>\$54,750</b>	<b>\$59,000</b>
<b>I</b>	<b>\$56,125</b>	<b>\$60,750</b>
<b>J</b>	<b>\$57,500</b>	<b>\$62,500</b>
<b>K</b>	<b>\$58,875</b>	<b>\$64,250</b>
<b>L</b>	<b>\$60,250</b>	<b>\$66,000</b>
<b>M</b>	<b>\$61,625</b>	<b>\$67,750</b>
<b>N</b>	<b>\$63,000</b>	<b>\$69,500</b>

<b>O</b>	<b>\$64,375</b>	<b>\$71,250</b>
<b>P</b>	<b>\$65,750</b>	<b>\$73,000</b>
<b>Q</b>	<b>\$67,125</b>	<b>\$74,750</b>
<b>R</b>	<b>\$68,500</b>	<b>\$76,500</b>
<b>S</b>		<b>\$78,250</b>
<b>T</b>		<b>\$80,000</b>
<b>U</b>		<b>\$81,750</b>

### **Child Abuse Reporting**

[I.C. 31-33-5-2](#) requires the school employee to immediately report suspected child abuse or neglect to the Department of Child Services (DCS) or to a local law enforcement agency, and then notify the principal or the principal’s designee that a report has been made. To recap, the law requires the school employee to report suspected child abuse or neglect to DCS or to a local law enforcement agency before notifying their principal or the principal’s designee that a report has been made. The law also states at [I.C. 31-33-5-5](#) that a school, “may not establish any policy that restricts or delays the duty of an employee or individual to report under this chapter.” The DCS number to call to report suspected child abuse or neglect is 800-800-5556.

Prior to July 1, 2017, the Indian child abuse reporting law (I.C. 31-33-5) required that any school employee, “who has reason to believe that a child is a victim of child abuse or neglect,” must make an immediate report to their principal or the principal’s designee, and the principal or designee was then required to immediately report the allegation to the DCS or to a local law enforcement agency.

### **Internal Candidate Application Process**

Internal Candidates Applying for a Position in Another Building: When a position is posted, the following steps should take place:

- a) Internal candidates should speak with their current Principal and communicate their interests to apply for another position within the school district.
- b) Internal candidates should send a letter of interest to the building Principal stating their rationale to be interviewed for the open position.



- c) The Principal will interview internal candidates, if possible, when their license and work experience meet the needs of the building and the school corporation.
- d) The Principal will select from internal and external candidates and recommend the person who meets the needs of the building and the school corporation.

**Vacancies**

All vacancies for teaching positions may be posted at the discretion of the Administration. If a vacancy is posted, then it will be sent via Corporation e-mail. When time allows, vacancies will typically not be filled for a period of five (5) days after the posting, except in case of emergency. Postings will include the job title, effective date, license requirement, and application deadline. Teachers who qualify for the position and apply will be given due consideration. Current certified staff should submit a letter of interest and resume if they are interested in a posted position. A

A Teacher Intent Form may be distributed each spring to all certified staff members so interest in available openings in the school district can be communicated.

**Year of Experience Credit**

Teachers shall receive one (1) year of experience credit at the end of a school year if they have one hundred twenty (120) days or more on pay status. Teachers shall receive one-half (1/2) year of experience credit at the end of a school year if they have sixty (60) days or more but less than one hundred twenty (120). It takes two (2) one-half (1/2) years of credit to gain one year (1) of experience.

**Contacts**

**District Administrative Team and Support Personnel**

Superintendent	Dr. Laura Hammack
Assistant Superintendent	Dr. Steve Bair
Business Manager	Ms. Julie Smith
Director of Exceptional Learners	Mrs. Amy Reeves
Director of Personnel	Mr. Brian Garman
Director of Operations	Mr. Tom Gearhart
Director of Elementary Education	Mrs. Rita Bass
Director of the TSL Grant	Mrs. Mary Story
Director of Technology	Mr. Tim Resler
Director of Communications and Community Engagement	Mrs. Mitzi Garman
Executive Director for the Beech Grove Education Foundation	Mrs. Melody Stevens
Director of Food Service	Ms. Dulcie Holcomb

Director of Transportation  
Maintenance/Grounds Coordinator  
Administration Center Administrative Assistant

Mr. Misti Mack  
Mr. Dale Reid  
Mrs. Steph Alford

Data Specialist  
Deputy Treasurer-Human Resources

Mrs. Gay Osos  
Ms. Eileen McManus

### **Building Administrators and Support Personnel**

High School Principal  
High School Assistant Principal  
High School Dean of Students  
High School Athletic Director  
Middle School Principal  
Middle School Assistant Principal  
Middle School Athletic Director  
South Grove Intermediate Principal  
South Grove Intermediate Assistant Principal  
Central Elementary Principal  
Central Elementary Assistant Principal  
Hornet Park Principal  
Hornet Park Assistant Principal

Mr. Andy Karr  
Ms. Lauren Marra  
Mr. Ethan Harris  
Mr. Garret Daniel  
Mr. Ryan Morgan  
Mr. Chad Mann  
Mr. Michael Shanahan  
Mrs. Gina Fleming  
Mr. Lin Pugh  
Ms. Stephanie Cotter  
Mr. Clay VonDielingen  
Mrs. Erin Probus  
Mrs. Tonya Reid

### **Board of School Trustees**

President

Jannis King

Vice President

Rob Challis

Secretary

Kim Buckley

Member

April McManus

Member

Beth Prindle

Member

Jill Laker

Member

Rick Skirvin

## Reference Guide

Please direct your question about any of the following topics to the person shown.

**Athletic Program:** Middle school athletic director (317-784-6649) or high school athletic director (317-786-1447).

**Attendance:** School secretary or attendance secretary for your building.

**Benefits:** Insurance questions may be directed to the Deputy Treasurer-Human Resources, Ms. Eileen McManus at 317-788-4481.

**Budget and Finance/EEOC:** Contact Ms. Julie Smith at 317-788-4481

**Curriculum and Instruction:** Contact Dr. Steve Bair at 317-788-4481

**Operations/Work Orders:** Contact Mr. Tom Gearhart at 317-788-4481

**Payroll:** If you are unable to find the answer for your payroll question from your building secretary/treasurer or on Skyward, payroll questions may be directed to the Deputy Treasurer-Human Resources, Eileen McManus at 317-788-4481.

**Public Relations and Communications:** Contact Mrs. Mitzi Garman at 317-788-4481

**Technology:** Contact Mr. Tim Resler at 317-788-4481

**Transfer Students:** Contact Ms. Steph Alford at 317-788-4481

**Reimbursement:** If you are unable to find the answer for your reimbursement question from your building treasurer, reimbursement questions may be directed to the district treasurer at 317-788-4481.

**Forms:** All leave request forms are available in your building with the building secretary on Google Forms on the district website.

**PAYROLL CLAIM**

**BEECH GROVE CITY SCHOOLS**

Pay To: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

DATE	UNITS	DESCRIBE REASON FOR COMPENSATION	AMOUNT PER UNIT	TOTAL AMOUNT
TOTAL				

I hereby certify that the above salary is justly owing me; that I have performed the service for which salary is attached and appropriated, and that no part thereof has been or is to be, directly or indirectly divided with or paid to any other person on account of or by reason of such employment.

DATE: \_\_\_\_\_

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

SUPERVISOR: \_\_\_\_\_

SPECIAL INSTRUCTIONS TO BUSINESS OFFICE: \_\_\_\_\_

ACCOUNT NUMBER

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## **Appendix A**

### **Quick Guide to COVID-19/Emergency Pandemic Employee Issues**

CDC guidelines will be followed for Quarantine and Isolation. Guidelines are located here:  
<https://www.cdc.gov/coronavirus/2019-ncov/your-health/quarantine-isolation.html>