

BUILDING SECRETARY/CLERICAL
HANDBOOK

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION

Adopted December 7, 2020

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I. SCOPE OF HANDBOOK

This Handbook shall pertain to employees of the West Lafayette School Corporation who are classified as secretaries, clerks, and non-certified librarians.

II. NEW EMPLOYEE

Probationary Period

All new employees will serve a probationary period of thirty (30) workdays. No later than two days prior to the completion of the probationary period the employee shall receive a written evaluation concerning the employee's work performance to date. This evaluation shall be used to determine if the employee will be employed on a regular basis, terminated, or have the probationary period extended. The probationary period may be extended only one time for a period not to exceed thirty (30) workdays. During the extension, the employee shall be evaluated at least twice to determine job performance abilities. At the end of the extended probationary period, the employee shall be employed on a regular basis or terminated.

During the probationary period:

1. New employees shall be placed as appropriately as possible on the salary schedule. Previous experience will be considered, but is not the sole criteria for salary placement.
2. The official employment date of the employee shall be the first day of full-time regularly scheduled work on the school corporation payroll report.
3. Sick days and bereavement days shall not be compensated.
4. Requests for FMLA, family illness leave, personal business leave, and leave without pay shall not be granted.
5. Holiday pay shall be granted if the employee worked and was compensated for the regularly scheduled day prior to and the regularly scheduled day following the holiday.
6. If eligible for insurance benefits, coverage will begin the 1st of the month following the first full month worked.

Upon satisfactory completion of the probationary period, sick days, family illness leave and personal business leave shall be pro-rated for the remainder of the year.

III. WORKING CONDITIONS

Responsibilities & Duties

The employee shall be responsible to the immediate supervisor and/or Building Principal or Administrator. Any question in this area should be directed to the Building Principal or Administrator.

Emergency Closing/Delay

Classes Delayed System-Wide

When weather conditions are such that student classes are delayed, the employee is expected to report for duty as usual, or as is safe and possible. The employee will be paid regular hourly rate for hours worked.

Classes Cancelled System-Wide

If classes for students are cancelled and teachers also are not in attendance, the employee need not report for work. The employee shall work when the cancelled day is made up. No pay shall be given for days not worked.

Short-Term Individual School Closing

In the event of short-term individual school closing, the guidelines above shall normally apply. However, in these situations, the administration retains the authority to assign the employee to other locations as deemed necessary. This may include the first cancelled day.

Overtime

Overtime shall not be worked and/or compensated without advance approval of the Building Principal or Administrator and the Chief Financial Officer.

Overtime shall be compensated at the rate of 1.5 times the regular hourly salary for hours worked in excess of forty (40) hours per week.

Paid holidays and bereavement shall be considered as days worked for the purposes of determining eligibility for overtime pay.

Holidays

Office Clerks will receive regular pay for the following five (6) holidays:

Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, MLK Day, *Veteran's Day (to be taken the day after Thanksgiving)

ECA Treasurer, Principal's Secretary and Building Secretary will receive regular pay for the following nine (9) holidays:

Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, MLK Day, *Veteran's Day (to be taken the day after Thanksgiving), Memorial Day

Guidance Office Secretary will receive regular pay for the following ten (10) holidays:

Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, MLK Day, *Veteran's Day (to be taken the day after Thanksgiving), Memorial Day, and July 4th

An employee shall be eligible to receive pay for a holiday provided (s)he works the last scheduled working day before the holiday and the scheduled working day after the holiday.

Should an employee be absent on either or both of the aforementioned scheduled working days due to illness, the employee shall be eligible to receive pay for the holiday as long as proper notification of illness is given to the employee's supervisor.

IV. LEAVES

****Leave will be pro-rated based on hire date.****

Leave is allocated after the 30-day probationary period. Any employee that terminates employment throughout the year will be required to pay back the school corporation any monies paid for leave used, but unearned. Leave shall be taken in half or full-day increments.

Vacation Leave

Guidance Office Secretary

Employees shall receive (1) week vacation (pro-rated) to be taken during the first handbook year.

Each handbook year, an employee who has worked during the previous handbook year shall be granted vacation based upon the following schedule:

- | | |
|--------------------------------------------------|-----------------------|
| a) Second through fifth year of employment | 10 work days vacation |
| b) Sixth through tenth year of employment | 12 work days vacation |
| c) Eleventh through twentieth year of employment | 15 work days vacation |
| d) Over twenty years of employment | 20 work days vacation |

Employee may not accrue more than 1.5 times the allotted, earned vacation time.

Designated holidays occurring during the vacation period of an employee shall not be charged as vacation time.

In all cases, vacation dates will be selected in such a manner that sufficient 12 month personnel are on duty throughout the vacation periods. Vacation requests shall be approved by the immediate supervisor.

An employee who has resigned and been rehired shall be treated as a new employee relative to vacation.

Principal's Secretary and Building Secretary hired before January 1, 2012 will be entitled to vacation with pay, in accordance with the following schedule:

- | | |
|--------------------------------------------------|----------------------|
| a) Second through fifth year of employment | 3 work days vacation |
| b) Sixth through tenth year of employment | 4 work days vacation |
| c) Eleventh through twentieth year of employment | 5 work days vacation |
| d) Over twenty years of employment | 6 work days vacation |

Employees hired after January 1, 2012 who do not work 12-months will not receive paid vacation time.

Personal Business Leave

Employees hired before January 1, 2012 shall be given four (4) personal business days per year.

Employees hired after January 1, 2012 shall be given three (3) personal business days per year.

Personal business days shall be for business of a nature that cannot be scheduled outside of work hours. Personal business days are not to be used for extending a vacation, providing free time off with pay, or for any other reason except business of a personal nature, which cannot be scheduled outside of a workday.

Under normal circumstances, personal business leave requests must be submitted to the appropriate administrator three (3) days prior to the leave.

Personal leave requests for days preceding and following weekends, holidays, vacations, etc., must include a reason for the request and are subject to review prior to approval or disapproval.

At the close of each year unused personal business days shall be applied to the accumulated sick leave until the maximum number of days is reached.

Sick Leave

Office Clerks shall be given nine (9) sick leave days each year.

Building Secretary shall be given ten (10) sick leave days each year.

ECA Treasurer and Principal's Secretary shall be given eleven (11) sick leave days each year.

Guidance Office Secretary shall be given twelve (12) sick leave days each year.

The purpose of sick leave is to protect the employee's income during periods of personal illness. Employees may be required, by Supervisor, to present a doctor's note.

If, in any one work year the employee shall be absent less than the prescribed number of days, the unused sick leave days shall be accumulated up to 183 days.

Family Medical Leave Act *Contact your Administrator to obtain the necessary form(s)

See Appendix B for FMLA guidelines.

Family Illness Leave *Contact your Administrator to obtain the necessary form(s)

The employee may use a maximum of eight (8) sick leave days per year (deducted from the accumulated sick leave days) in case of serious illness, major surgery, or serious accident involving an immediate family member (dependent, spouse, mother, father, or a member of household).

Maternity Leave *Contact your Administrator to obtain the necessary form(s)

An employee who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

1. An employee who is pregnant is entitled to a leave of absence at any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent of Schools at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of Schools of the expected length of this leave. In case of a medical emergency caused by pregnancy, the employee shall be granted a leave, as otherwise provided in this section, immediately upon request.
2. All or part of a leave taken by the employee because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the employee is not entitled to take accumulated sick leave days when the employee's physician certifies that the employee is capable of performing her regular employee duties. The employee is entitled to complete the remaining leave without pay. This leave may be taken without jeopardy to re-employment, retirement or salary benefits, and seniority rights.
3. When the leave is requested, the employee shall select one of the following options for length of leave:
 - a. The employee shall notify the Superintendent of Schools of the expected length of her leave and the expected date of her return or
 - b. The employee, the principal, and the Superintendent of Schools shall discuss and mutually agree upon the return date.
 - c. In the event the employee wishes to change the expected beginning and/or ending dates of a previously arranged maternity leave, the employee shall use option (b) immediately above.
4. The employee who desires a maternity leave shall have her physician complete the appropriate leave forms.

Bereavement Leave

In the case of death(s) within the immediate family, the employee shall be entitled to be absent from work without loss of compensation for a period extending up to five (5) workdays per death. Such bereavement leave shall be exhausted no later than eight (8) calendar days beyond such death(s), but extenuating circumstances subject to approval by the Building Principal or Administrator may warrant an extension of the eight (8) day time limitation. Immediate family is interpreted as including husband, wife, child, sister, brother, mother, father, grandchild, grandparent, and each similar relationship established by marriage, and any other relative or legal dependent who, at the time of death, was living as a member of the household. In the case of the death of and great-grandparent, aunt, uncle, niece, nephew or first cousin, and each similar relationship established by marriage, the employee is entitled to one (1) bereavement leave without loss of pay.

Documentation of death and relationship may be requested.

Jury Duty/Subpoena Leave

In case of absence in response to jury duty and/or subpoena, the employee will receive regular base salary minus that paid by the court.

The employee shall receive regular base salary minus the subpoena fee received only if the subpoena is connected with an employee's fulfillment of job related duties.

The employee shall turn in the summons to their supervisor to be attached to their absence report and/or time sheet. The employee will have thirty (30) days to turn in a copy of the check received from the court. If the check copy is not received within thirty (30) days, the employee's pay will be reversed until the copy is provided.

Salary will not be paid for time lost due to employee initiated suits against the West Lafayette Community School Corporation unless acting as a witness for the Corporation.

Professional Leave

The employee desiring to attend national, state or regional educational meetings shall submit a written request to the Building Principal and/or Administrator. Request for reimbursement within established budget for travel, food, lodging and registration fees shall be submitted for approval or denial. If approved, the employee shall receive payment through payroll.

Leave Without Pay

As a general rule a leave without pay will not be granted. Should the employee have a unique one-time situation arise for which the employee believes time off without pay is warranted, a written request may be made to the Superintendent of Schools. This request should contain the requested leave dates and a rationale. The Superintendent of Schools will provide a timely written response.

V. PERSONNEL INFORMATION

Payroll

Employees are paid on the 5th and 20th of each month. If this day falls on a bank holiday or weekend, the employee will be paid on the prior business day.

Employees are required to use direct deposit to receive their pay. Any change to direct deposit bank account(s) is the responsibility of the employee, a new form is to be completed and turned in to the business office.

Effective 9/1/2018, all employees will be required to be “paperless” with regard to payroll direct deposit notices.

All non-exempt employees will be required to maintain a record of hours worked, to be submitted to payroll on the frequency required.

Payroll Deductions

Employees may request, in writing, that specified amounts be deducted from their salary. Written requests must be submitted to, approved by and kept on file with the business office. The WLCSC to the employee’s specified organizations or program shall remit all amounts to be deducted.

All deductions shall remain in effect unless a written authorization to change is submitted to the business office.

It shall be understood that employees shall be directly responsible for payments to the designated organization or program if the employee’s pay is not sufficient to cover such obligations.

The West Lafayette Community School Corporation shall not be responsible or liable based upon the form or manner of deductions, lack of deductions or payments.

Evaluations

To be eligible for any future pay increase, an employee must have an evaluation that shows effective or highly effective. The employee’s pay increase will be determined by an index factor approved by the School Board.

Mileage Allowance

Employees required to use their personal automobile in order to perform their work assignments shall be granted a mileage allotment. Reimbursement shall be in accordance with the rate approved by the Board of School Trustees.

An appropriate form must be completed in full and approved by the Building Principal or Administrator prior to reimbursement. Claim reimbursement forms are to be submitted to the corporation business office monthly, employee shall receive payment through payroll.

Change Name, Address, Telephone Number

Any change of name, address, or telephone number shall be reported to the school corporation personnel office, in writing, within ten (10) workdays.

VI. RETIREMENT

PERF – Annuity

Employees hired before January 1, 2008, with continuous employment with West Lafayette Community School Corporation, and who work more than six hundred (600) hours per year, may participate in the Indiana Public Employees Retirement Fund, and must abide by PERF rules and regulations regarding membership, etc.

Employees hired on or after January 1, 2008, and who work more than six hundred (600) hours per year, will participate in the West Lafayette classified employee annuity program. A contribution of 4% shall be remitted to the employee's 401(a) account established by the school district. The employee shall have vesting rights after five years of employment with the school corporation.

Supplementary Benefits

An employee who chooses to retire shall receive supplementary retirement benefits if the following criteria are met:

1. The employee must have at least twenty (20) years employment in any capacity in the West Lafayette Community School Corporation.
2. Only years of service in the West Lafayette Community School Corporation shall be used in calculating retirement pay benefits.
3. The employee must be a full-time employee (minimum 30 hours per week).
4. The employee's age and years of service with the West Lafayette Community School Corporation total sixty (60).

A written intent to retire must be filed with the Superintendent of Schools ninety (90) days prior to retirement. Certification of intent to retire may be revoked with reasonable notice at the employee's option unless a replacement has been hired or the job position eliminated. If an employee is forced to retire due to illness, accident, or other acceptable reason, the Superintendent of Schools may waive the ninety (90) day requirement.

Supplementary Retirement Benefit Calculation

Employees hired before January 1, 2012 Supplementary Retirement Benefits shall be calculated as follows:

- Daily Rate (EE's last pay rate) X number of days of accumulated sick leave (maximum of 160 days) X number of years of employment in the West Lafayette Community School Corporation divided by 80.

Employees hired after January 1, 2012 Supplementary Retirement Benefits shall be calculated as follows:

- \$50.00 times number of accumulated sick days
- Not to exceed three thousand dollars (\$3000.00) for *Office Clerk*.
- Not to exceed three thousand five hundred dollars (\$3500.00) for *Building Secretary*.
- Not to exceed four thousand dollars (\$4000.00) for *Principal's Secretary and ECA Treasurer*.
- Not to exceed four thousand five hundred dollars (\$4500.00) for *Principal's Executive Secretary and Guidance Office Secretary*.

Supplemental Retirement Plan

When a classified employee retires, and was a full-time employee (7.5 hours per day or more, and 180 days or more per year), he or she may be eligible for the following contribution to a post-retirement severance 403(b) account, based upon years of service at WLCSC, and further conditions listed below.

10-15 years of continuous service: \$750 per year

16-20 years of continuous service: \$1,000 per year (maximum 20 years)

To be eligible for this benefit, classified employees must be considered effective or highly effective employees, and receive a recommendation from their supervisor to receive this benefit. An employee who is asked to leave, or whose employment is terminated, is not eligible for this benefit.

VII. INSURANCE

****F.T.E. is equal to 40 hours per week****

Hospitalization, Surgery, and Major Medical Insurance

Employees currently enrolled in benefits shall be provided hospitalization, surgical, and major medical insurance protection to the employee for a full twelve (12) month period using the following criteria:

- | | |
|--------------------|----------------------------------------------------------|
| A. Employee Only | 95% of premium will be paid by the School Corporation |
| B. Employee/Child | 74.15% of premium will be paid by the School Corporation |
| C. Employee/Spouse | 63.55% of premium will be paid by the School Corporation |
| D. Employee/Family | 53.38% of premium will be paid by the School Corporation |

Newly hired employees as of January 1, 2012, who are at 75% F.T.E. shall be provided hospitalization, surgery, and major medical insurance protection to the employee for a full twelve (12) month period based on the following criteria:

- A. The School Corporation shall pay 95% of the premium for each employee who elects a single plan.
- B. The School Corporation shall contribute the cost of a single plan towards the premium for each employee who elects a family plan.

Employees who elect not to participate in the corporation's health insurance shall receive an annual payment of six hundred dollars (\$600.00), less appropriate state and federal wage deductions. An employee making this election will not be allowed to enroll in the group insurance plan during the year unless the employee has a new eligible dependent, has lost coverage due to the death of a spouse, has lost coverage due to divorce, or lost coverage due to layoff of spouse (amount will be pro-rated). The yearly cash payment of \$600 will be paid in two installments, 1/2 on the second pay of June and 1/2 on the first pay of September during the enrollment year that coverage was declined.

Newly hired employees as of January 1, 2012, who are at between 50% F.T.E. & 75% F.T.E. may participate in the group medical insurance plan by personally paying the premium cost.

Dental Insurance

Employees currently enrolled in benefits shall be provided dental insurance protection to the employee for a full twelve (12) month period using the following criteria:

- | | |
|--------------------|----------------------------------------------------------------|
| A. Employee Only | \$206.50 toward premium will be paid by the School Corporation |
| B. Employee/Child | \$413.38 toward premium will be paid by the School Corporation |
| C. Employee/Spouse | \$403.68 toward premium will be paid by the School Corporation |
| D. Employee/Family | \$702.62 toward premium will be paid by the School Corporation |

Newly hired employees as of January 1, 2012 may participate in the group dental insurance programs by personally paying the premium cost.

Vision Insurance

Employees may participate in the group vision insurance programs by personally paying the premium cost.

Life Insurance

The School Corporation will provide paid life insurance rounded to the \$10,000 level above your salary. Employees are required to pay a minimum of one (1) dollar for the plan.

The policy of life insurance provided by the Administration shall contain an accidental death (double indemnity) and a dismemberment rider to said policy.

Liability (Umbrella) Insurance

The employee is covered under the WLCSC's umbrella liability insurance policy.

Workers' Compensation Insurance

The Administration shall provide Workers' compensation insurance for all employees. Procedures to be followed in case of an injury during the regular course of employment are posted in the employee's individual buildings.

Employees must report all job-related injuries to their supervisor immediately, even if medical treatment does not seem necessary at the time. Serious accidents should also be reported to the business office (269-4008) by telephone.

An employee accident report shall be completed and forwarded to the West Lafayette Community School Corporation business office within 24 hours. If, after filing the initial accident report, additional information is received regarding treatment or lost time, the business office is to be notified.

Should report of employee's on-the-job accident or injury not be reported as heretofore set forth, the employee may be considered to have waived this benefit.

All charges incurred for job-related injuries will be submitted to our Workers' Compensation Insurance carrier. *Charges should not be claimed on an employee's medical insurance.*

For further information, clarification and understanding as to the employee's benefit, the employee should contact the business office.

VIII. EFFECT OF THE HANDBOOK

Severability

If any provision of the Handbook or any application of this Handbook to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications of the Handbook shall continue in full force and effect.

The parties mutually agree that this handbook contains the entire handbook and understanding between the parties thereby superseding all previous oral or written handbooks. This handbook may not be changed or amended except by a written instrument signed by both parties.

IX. COMPENSATION SCHEDULE

Minimum Rate of Pay: \$13.50 per hour

Sub Secretaries \$8.50 per hour

Administration is authorized to pay accordingly based on experience, education, qualifications, and market demands.

X. AGREEMENT

By _____
Alan Karpick, Board President

Date Signed _____

By _____
Bradley Marley, Board Secretary

Date Signed _____

APPENDIX A

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION NON-DISCRIMINATION POLICY

It is the stated policy of the West Lafayette Community School Corporation not to discriminate on the basis of race, color, religion, national origin, sex or handicaps.

Each year it is our intent to remind students and parents that this non-discrimination policy applies to student's access to courses and programs, to physical education and athletics, to counseling and guidance, to vocational education programs, to financial assistance, to extracurricular activities, and to other matters related to students.

Staff members are assured of non-discrimination in employment, salary and fringe benefits, promotion, retirement benefits, and other staff benefits.

A Compliance Officer has been appointed for the West Lafayette Community School Corporation. It is his responsibility to see that both the "letter" and the intent of this non-discrimination policy are followed.

Inquiries, informal or formal complaints should be addressed to the Title IX, Section 504, and American with Disabilities Act Coordinator:

**Rocky Killion
West Lafayette Community School Corporation
Floyd Administration Center
1130 N. Salisbury St., West Lafayette, IN 47906
Phone: 765-746-1641 – Fax: 765-746-1644**

It should be noted that previous training or experience, prerequisite classes, skills level, etc. may be appropriate entry requirements.

The West Lafayette Community School Corporation is committed to equal opportunity. It is an Equal Opportunity Employer and does not discriminate on the basis of age, race, color, religion, sex, handicapping conditions, or national origin, including limited English proficiency, in an employment opportunity. No person is excluded from participation in, denied the benefits of, or otherwise subjected to unlawful discrimination on such basis under any educational program or student activity.

If you have experienced discrimination in such educational programs or activities, written inquiries about procedures that are available and for consideration of complaints alleging such discrimination should be directed to Superintendent, West Lafayette Community School Corporation, 1130 N. Salisbury West Lafayette, Indiana 47906. Phone: 765/746-1641.

**"LIMITED ENGLISH PROFICIENCY WILL NOT BE A BARRIER TO ADMISSION AND PARTICIPATION IN
VOCATIONAL EDUCATION"**

APPENDIX B

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 · Revised F

APPENDIX C

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION SECRETARIAL/CLERICAL EVALUATION

EMPLOYEE'S NAME _____ DATE _____

BUILDING _____

	Needing Improvement or Ineffective	Effective	Highly Effective
Communications ability			
Work quality			
Work Quantity			
Accuracy			
Judgment			
Orderliness			
Courtesy			
Cooperation			
Appearance			
Attendance			
Punctuality			
Dependability			
Safety consciousness			

Supervisor's Comments (Any item marked "Needs Improvement" or "Ineffective" should be explained here.)

Commendations	Recommendations for Improvement
1.	1.
2.	2.
3.	3.
Comments	Comments:

Recommended for continued employment _____
Yes
No

Evaluated by (signature)		Date:	
Employee (signature)		Date:	

APPENDIX D

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION ACKNOWLEDGMENT FORM

I _____ on _____
Name Date

received a copy of the current CLASSIFIED HANDBOOK. I have read and fully understand the contents of these instructions. I am aware I must follow these procedures and guidelines during my employment with the WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION. I further understand that the Corporation may change, add to or delete any policies or provisions in this Handbook from time to time, in its sole discretion.

I understand that this Handbook is not intended as either an express or implied contract of any kind and does not constitute a contract of employment between the Corporation and me or any of the Corporation's employees for any specific or fixed duration of employment.

I understand that every CLASSIFIED employee has an at-will relationship with the Corporation.

Employee Signature

CENTRAL OFFICE NON-CERTIFIED
HANDBOOK

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION

Adopted December 7, 2020

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I. SCOPE OF HANDBOOK

This agreement shall pertain to full-time employees of the West Lafayette Community School Corporation who are classified as Central Office Non-Certified staff.

II. NEW EMPLOYEE

Probationary Period

All new employees will serve a probationary period of thirty (30) workdays. No later than two days prior to the completion of the probationary period the employee shall receive a written evaluation concerning the employee's work performance to date. This evaluation shall be used to determine if the employee will be employed on a regular basis, terminated, or have the probationary period extended. The probationary period may be extended only one time for a period not to exceed thirty (30) workdays. During the extension, the employee shall be evaluated at least twice to determine job performance abilities. At the end of the extended probationary period, the employee shall be employed on a regular basis or terminated.

During the probationary period:

1. New employees shall be placed as appropriately as possible on the salary schedule. Previous experience will be considered, but is not the sole criteria for salary placement.
2. The official employment date of the employee shall be the first day of full-time regularly scheduled work on the school corporation payroll report.
3. Sick days and bereavement days shall not be compensated.
4. Requests for FMLA, family illness leave, personal business leave, and leave without pay shall not be granted.
5. Holiday pay shall be granted if the employee worked and was compensated for the regularly scheduled day prior to and the regularly scheduled day following the holiday.
6. If eligible for insurance benefits, coverage will begin the 1st of the month following the first full month worked.

Upon satisfactory completion of the probationary period, sick days, family illness leave and personal business leave shall be pro-rated for the remainder of the year.

III. WORKING CONDITIONS

Responsibilities & Duties

The employee shall be responsible to the Superintendent and/or Chief Financial Officer. Any question in this area should be directed to the Superintendent or Chief Financial Officer.

Emergency Closing/Delay

Classes Delayed or Cancelled System-Wide

When weather conditions are such that student classes are delayed or cancelled, the employee is expected to report for duty as usual, or as is safe and possible. The employee will be paid regular hourly rate for hours worked.

Short-Term Individual School Closing

In the event of short-term individual school closing, the guidelines above shall normally apply. However, in these situations, the administration retains the authority to assign the employee to other locations as deemed necessary. This may include the first cancelled day.

Overtime

Overtime shall not be worked and/or compensated without advance approval of the Building Principal and the Chief Financial Officer.

Overtime shall be compensated at the rate of 1.5 times the regular hourly salary for hours worked in excess of forty (40) hours per week.

Paid holidays and bereavement days shall be considered as days worked for the purposes of determining eligibility for overtime pay.

Office Hours/Work Days

During the school year, the central office will be open from 7:30 a.m. – 4:00 p.m. Monday-Thursday and 7:30 a.m. – 3:30 p.m. on Friday. During school breaks, the central office will be open to the public from 8:00 a.m. – 3:00 p.m.

The central office will be closed on Fridays during the summer break. The central office staff are eligible to work a reduced schedule (32 hours) during the four-day week at regular pay. Summer schedules for staff will be determined by May 1 of each year.

*Supervisors shall have the ability to make exceptions to the schedule on a case-by-case basis.

*If an employee works a regular full-time schedule (Monday-Friday) during the summer, the employee shall earn a \$1,200 stipend to be paid upon the second regular pay in August.

During the summer, the central office will take a professional day to close for team building activities and lunch.

During all other school breaks throughout the year, central office staff shall have the option to take a paid day off during each break. The central office will be closed on the Wednesday prior to Thanksgiving in accordance with school closing.

Holidays

The employee will receive regular pay for the following ten (10) holidays:

Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, MLK Day, *Veteran's Day (to be taken the day after Thanksgiving), Memorial Day, and July 4th.

An employee shall be eligible to receive pay for a holiday provided (s)he works the last scheduled working day before the holiday and the scheduled working day after the holiday.

Should an employee be absent on either or both of the aforementioned scheduled working days due to illness, the employee shall be eligible to receive pay for the holiday as long as proper notification of illness is given to the employee's supervisor.

Each year on the first pay in December, an additional stipend shall be paid to central office staff for additional work done during the school year. The stipend is not to exceed \$2,500.

IV. LEAVES

****Leave will be pro-rated based on hire date****

Leave is allocated after the 30-day probationary period. Any employee that terminates employment throughout the year will be required to pay back the school corporation any monies paid for leave used, but unearned. Leave shall be taken in half or full-day increments.

Vacation Leave

An employee shall receive (4) weeks' vacation (pro-rated if hired after July 1) to be taken during the first handbook year.

Each handbook year thereafter, an employee who has worked during the previous handbook year shall be granted four (4) weeks' vacation.

Earned vacation time rolls over from year to year, without loss of earned time. Any central office staff who have accumulated over 20 vacation days may sell back (at their daily rate in effect on June 1 of the given year), a limited number of vacation days, not to exceed 25 vacation days per year. Requests must be made in writing to the CFO by June 1 of each year, with payout occurring on the first payroll in July of each year.

Designated holidays occurring during the vacation period of an employee shall not be charged as vacation time.

In all cases, vacation dates will be selected in such a manner that sufficient 12 month clerical personnel are on duty throughout the vacation periods. Vacation requests shall be approved by the immediate supervisor.

An employee who has resigned and been rehired shall be treated as a new employee relative to vacation.

Personal Business Leave

Employees shall be given four (4) personal business days per year.

Personal business days shall be for business of a nature that cannot be scheduled outside of work hours. Personal business days are not to be used for extending a vacation, providing free time off with pay, or for any other reason except business of a personal nature, which cannot be scheduled outside of a workday.

Under normal circumstances, personal business leave requests must be submitted to the appropriate administrator three (3) days prior to the leave.

Personal leave requests for days preceding and following weekends, holidays, vacations, etc., must include a reason for the request and are subject to review prior to approval or disapproval.

At the close of each year unused personal business days shall be applied to the accumulated sick leave until the maximum number of days is reached.

Sick Leave

Employees shall be given twelve (12) sick leave days each year. The purpose of sick leave is to protect the employee's income during periods of personal illness. Employees may be required, by Supervisor, to present a doctor's note.

If, in any one work year the employee shall be absent less than the prescribed number of days, the unused sick leave days shall be accumulated up to 183 days.

Family Medical Leave Act *Contact your Administrator to obtain the necessary form(s)

See Appendix B for FMLA guidelines.

Family Illness Leave *Contact your Administrator to obtain the necessary form(s)

The employee may use a maximum of eight (8) sick leave days per year (deducted from the accumulated sick leave days) in case of serious illness, major surgery, or serious accident involving an immediate family member (dependent, spouse, mother, father, or a member of household).

Maternity Leave *Contact your Administrator to obtain the necessary form(s)

An employee who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

1. An employee who is pregnant is entitled to a leave of absence at any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent of Schools at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of Schools of the expected length of this leave. In case of a medical

emergency caused by pregnancy, the employee shall be granted a leave, as otherwise provided in this section, immediately upon request.

2. All or part of a leave taken by the employee because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the employee is not entitled to take accumulated sick leave days when the employee's physician certifies that the employee is capable of performing her regular employee duties. The employee is entitled to complete the remaining leave without pay. This leave may be taken without jeopardy to re-employment, retirement or salary benefits, and seniority rights.
3. When the leave is requested, the employee shall select one of the following options for length of leave:
 - a. The employee shall notify the Superintendent of Schools of the expected length of her leave and the expected date of her return or
 - b. The employee, the principal, and the Superintendent of Schools shall discuss and mutually agree upon the return date.
 - c. In the event the employee wishes to change the expected beginning and/or ending dates of a previously arranged maternity leave, the employee shall use option (b) immediately above.
4. The employee who desires a maternity leave shall have her physician complete the appropriate leave forms.

Bereavement Leave

In the case of death(s) within the immediate family, the employee shall be entitled to be absent from work without loss of compensation for a period extending up to five (5) workdays per death. Such bereavement leave shall be exhausted no later than eight (8) calendar days beyond such death(s), but extenuating circumstances subject to approval by the Building Principal or Administrator may warrant an extension of the eight (8) day time limitation. Immediate family is interpreted as including husband, wife, child, sister, brother, mother, father, grandchild, grandparent, and each similar relationship established by marriage, and any other relative or legal dependent who, at the time of death, was living as a member of the household. In the case of the death of and great-grandparent, aunt, uncle, niece, nephew or first cousin, and each similar relationship established by marriage, the employee is entitled to one (1) bereavement leave without loss of pay.

Documentation of death and relationship may be requested.

Jury Duty/Subpoena Leave

In case of absence in response to jury duty and/or subpoena, the employee will receive regular base salary minus that paid by the court.

The employee shall receive regular base salary minus the subpoena fee received only if the subpoena is connected with an employee's fulfillment of job related duties.

The employee shall turn in the summons to their supervisor to be attached to their absence report and/or time sheet. The employee will have thirty (30) days to turn in a copy of the check received from the court. If the check copy is not received within thirty (30) days, the employee's pay will be reversed until the copy is provided.

Salary will not be paid for time lost due to employee initiated suits against the West Lafayette Community School Corporation unless acting as a witness for the Corporation.

Professional Leave

The employee desiring to attend national, state or regional educational meetings shall submit a written request to the Building Principal and/or Administrator. Request for reimbursement within established budget for travel, food, lodging and registration fees shall be submitted for approval or denial. If approved, the employee shall receive payment through payroll.

Leave Without Pay

As a general rule a leave without pay will not be granted. Should the employee have a unique one-time situation arise for which the employee believes time off without pay is warranted, a written request may be made to the

Superintendent of Schools. This request should contain the requested leave dates and a rationale. The Superintendent of Schools will provide a timely written response.

V. PERSONNEL INFORMATION

Payroll

Employees are paid on the 5th and 20th of each month. If this day falls on a bank holiday or weekend, the employee will be paid on the prior business day.

Employees are required to use direct deposit to receive their pay. Any change to direct deposit bank accounts is the responsibility of the employee. A new form is to be completed and turned in to the business office.

Effective 9/1/2018, all employees will be required to be “paperless” with regard to payroll direct deposit notices.

All non-exempt employees will be required to maintain a record of hours worked, to be submitted to payroll on the frequency required.

Payroll Deductions

Employees may request, in writing, that specified amounts be deducted from their salary. Written requests must be submitted to, approved by and kept on file with the business office. The WLCSC to the employee’s specified organizations or program shall remit all amounts to be deducted.

All deductions shall remain in effect unless a written authorization to change is submitted to the business office.

It shall be understood that employees shall be directly responsible for payments to the designated organization or program if the employee’s pay is not sufficient to cover such obligations.

The West Lafayette Community School Corporation shall not be responsible or liable based upon the form or manner of deductions, lack of deductions or payments.

The West Lafayette Community School Corporation shall not be responsible or liable based upon the form or manner of deductions, lack of deductions or payments.

Evaluations

To be eligible for any future pay increase, an employee must have an evaluation that shows effective or highly effective. The employee’s pay increase will be determined by an index factor approved by the School Board.

Mileage Allowance

Employees required to use their personal automobile in order to perform their work assignments shall be granted a mileage allotment. Reimbursement shall be in accordance with the rate approved by the Board of School Trustees.

An appropriate form must be completed in full and approved by the immediate supervisor prior to reimbursement. Claim reimbursement forms are to be submitted to the corporation business office monthly, employee shall receive payment through payroll.

Change Name, Address, Telephone Number

Any change of name, address, or telephone number shall be reported to the school corporation personnel office, in writing, within ten (10) workdays.

VI. RETIREMENT

PERF – Annuity

Employees hired before January 1, 2008, with continuous employment with West Lafayette Community School Corporation, and who work more than six hundred (600) hours per year, may participate in the Indiana Public Employees Retirement Fund, and must abide by PERF rules and regulations regarding membership, etc.

Employees hired on or after January 1, 2008, and who work more than six hundred (600) hours per year, will participate in the West Lafayette classified employee annuity program. A contribution of 4% shall be remitted to the employee's 401(a) account established by the school district. The employee shall have vesting rights after five years of employment with the school corporation.

Supplementary Benefits

An employee who chooses to retire shall receive supplementary retirement benefits if the following criteria are met:

1. The employee must have at least twenty (20) years employment in any capacity in the West Lafayette Community School Corporation.
2. Only years of service in the West Lafayette Community School Corporation shall be used in calculating retirement pay benefits.
3. The employee must be a full-time employee (minimum 30 hours per week).
4. The employee's age and years of service with the West Lafayette Community School Corporation total sixty (60).

A written intent to retire must be filed with the Superintendent of Schools ninety (90) days prior to retirement. Certification of intent to retire may be revoked with reasonable notice at the employee's option unless a replacement has been hired or the job position eliminated. If an employee is forced to retire due to illness, accident, or other acceptable reason, the Superintendent of Schools may waive the ninety (90) day requirement.

Supplementary Retirement Benefit Calculation

Employees hired before January 1, 2012 Supplementary Retirement Benefits shall be calculated as follows:

- Daily Rate (EE's last pay rate) X number of days of accumulated sick leave (maximum of 160 days) X number of years of employment in the West Lafayette Community School Corporation divided by 80.

Employees hired after January 1, 2012 Supplementary Retirement Benefits shall be calculated as follows:

- \$50.00 times number of accumulated sick days
- Not to exceed four thousand five hundred dollars (\$4500.00) for 12-month employees.

Supplemental Retirement Plan

When a classified employee retires, and was a full-time employee (7.5 hours per day or more, and 180 days or more per year), he or she may be eligible for the following contribution to a post-retirement severance 403(b) account, based upon years of service at WLCSC, and further conditions listed below.

10-15 years of continuous service: \$750 per year

16-20 years of continuous service: \$1,000 per year (maximum 20 years)

To be eligible for this benefit, classified employees must be considered effective or highly effective employees, and receive a recommendation from their supervisor to receive this benefit. An employee who is asked to leave, or whose employment is terminated, is not eligible for this benefit.

VII. INSURANCE

****F.T.E. is equal to 40 hours per week****

Hospitalization, Surgery, and Major Medical Insurance

Employees currently enrolled in benefits shall be provided hospitalization, surgical, and major medical insurance protection to the employee for a full twelve (12) month period using the following criteria:

- | | |
|--------------------|----------------------------------------------------------|
| A. Employee Only | 95% of premium will be paid by the School Corporation |
| B. Employee/Child | 74.15% of premium will be paid by the School Corporation |
| C. Employee/Spouse | 63.55% of premium will be paid by the School Corporation |
| D. Employee/Family | 53.38% of premium will be paid by the School Corporation |

Newly hired employees as of January 1, 2012, who are at 75% F.T.E. shall be provided hospitalization, surgery, and major medical insurance protection to the employee for a full twelve (12) month period based on the following criteria:

- A. The School Corporation shall pay 95% of the premium for each employee who elects a single plan.
- B. The School Corporation shall contribute the cost of a single plan towards the premium for each employee who elects a family plan.

Employees who elect not to participate in the corporation's health insurance shall receive an annual payment of six hundred dollars (\$600.00), less appropriate state and federal wage deductions. An employee making this election will not be allowed to enroll in the group insurance plan during the year unless the employee has a new eligible dependent, has lost coverage due to the death of a spouse, has lost coverage due to divorce, or lost coverage due to layoff of spouse (amount will be pro-rated). The yearly cash payment of \$600 will be paid in two installments, 1/2 on the second pay of June and 1/2 on the first pay of September during the enrollment year that coverage was declined.

Newly hired employees as of January 1, 2012, who are at between 50% F.T.E. & 75% F.T.E. may participate in the group medical insurance plan by personally paying the premium cost.

Dental Insurance

Employees currently enrolled in benefits shall be provided dental insurance protection to the employee for a full twelve (12) month period using the following criteria:

- | | |
|--------------------|----------------------------------------------------------------|
| A. Employee Only | \$206.50 toward premium will be paid by the School Corporation |
| B. Employee/Child | \$413.38 toward premium will be paid by the School Corporation |
| C. Employee/Spouse | \$403.68 toward premium will be paid by the School Corporation |
| D. Employee/Family | \$702.62 toward premium will be paid by the School Corporation |

Newly hired employees as of January 1, 2012 may participate in the group dental insurance programs by personally paying the premium cost.

Vision Insurance

Employees may participate in the group vision insurance programs by personally paying the premium cost.

Life Insurance

The School Corporation will provide paid life insurance rounded to the \$10,000 level above your salary. Employees are required to pay a minimum of one dollar (\$1.00) dollar for the plan.

The policy of life insurance provided by the Administration shall contain an accidental death (double indemnity) and a dismemberment rider to said policy.

Liability (Umbrella) Insurance

The employee is covered under the WLCSC's umbrella liability insurance policy.

Workers' Compensation Insurance

The Administration shall provide Workers' compensation insurance for all employees. Procedures to be followed in case of an injury during the regular course of employment are posted in the employee's individual buildings.

Employees must report all job-related injuries to their supervisor immediately, even if medical treatment does not seem necessary at the time. Serious accidents should also be reported to the business office (269-4008) by telephone.

An employee accident report shall be completed and forwarded to the West Lafayette Community School Corporation business office within 24 hours. If, after filing the initial accident report, additional information is received regarding treatment or lost time, the business office is to be notified.

Should report of employee's on-the-job accident or injury not be reported as heretofore set forth, the employee may be considered to have waived this benefit.

All charges incurred for job-related injuries will be submitted to our Workers' Compensation Insurance carrier.
Charges should not be claimed on an employee's medical insurance.

For further information, clarification and understanding as to the employee's benefit, the employee should contact the business office.

VIII. EFFECT OF THE HANDBOOK

Severability

If any provision of the Handbook or any application of this Handbook to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications of the Handbook shall continue in full force and effect.

The parties mutually agree that this handbook contains the entire handbook and understanding between the parties thereby superseding all previous oral or written handbooks. This handbook may not be changed or amended except by a written instrument signed by both parties.

IX. COMPENSATION SCHEDULE

\$15.00/hour – Minimum Rate

Administration is authorized to pay accordingly based on experience, education, qualifications, and market demands.

X. AGREEMENT

By _____
Alan Karpick, Board President

Date Signed _____

By _____
Brad Marley, Secretary

Date Signed _____

APPENDIX A

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION NON-DISCRIMINATION POLICY

It is the stated policy of the West Lafayette Community School Corporation not to discriminate on the basis of race, color, religion, national origin, sex or handicaps.

Each year it is our intent to remind students and parents that this non-discrimination policy applies to student's access to courses and programs, to physical education and athletics, to counseling and guidance, to vocational education programs, to financial assistance, to extracurricular activities, and to other matters related to students.

Staff members are assured of non-discrimination in employment, salary and fringe benefits, promotion, retirement benefits, and other staff benefits.

A Compliance Officer has been appointed for the West Lafayette Community School Corporation. It is his responsibility to see that both the "letter" and the intent of this non-discrimination policy are followed.

Inquiries, informal or formal complaints should be addressed to the Title IX, Section 504, and American with Disabilities Act Coordinator:

**Rocky Killion
West Lafayette Community School Corporation
Floyd Administration Center
1130 N. Salisbury St., West Lafayette, IN 47906
Phone: 765-746-1641 – Fax: 765-746-1644**

It should be noted that previous training or experience, prerequisite classes, skills level, etc. may be appropriate entry requirements.

The West Lafayette Community School Corporation is committed to equal opportunity. It is an Equal Opportunity Employer and does not discriminate on the basis of age, race, color, religion, sex, handicapping conditions, or national origin, including limited English proficiency, in an employment opportunity. No person is excluded from participation in, denied the benefits of, or otherwise subjected to unlawful discrimination on such basis under any educational program or student activity.

If you have experienced discrimination in such educational programs or activities, written inquiries about procedures that are available and for consideration of complaints alleging such discrimination should be directed to Superintendent, West Lafayette Community School Corporation, 1130 N. Salisbury West Lafayette, Indiana 47906. Phone: 765/746-1641.

**"LIMITED ENGLISH PROFICIENCY WILL NOT BE A BARRIER TO ADMISSION AND PARTICIPATION IN
VOCATIONAL EDUCATION"**

APPENDIX B

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV
U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 · Revised F

APPENDIX C

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION SECRETARIAL/CLERICAL EVALUATION

EMPLOYEE'S NAME _____ DATE _____

BUILDING _____

	Needing Improvement or Ineffective	Effective	Highly Effective
Communications ability			
Work quality			
Work Quantity			
Accuracy			
Judgment			
Orderliness			
Courtesy			
Cooperation			
Appearance			
Attendance			
Punctuality			
Dependability			
Safety consciousness			

Supervisor's Comments (Any item marked "Needs Improvement" or "Ineffective" should be explained here.)

Commendations	Recommendations for Improvement
1.	1.
2.	2.
3.	3.
Comments	Comments:

Recommended for continued employment _____
Yes
No

Evaluated by (signature)		Date:	
Employee (signature)		Date:	

APPENDIX D

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION ACKNOWLEDGMENT FORM

I _____ on _____
Name Date

received a copy of the current CLASSIFIED HANDBOOK. I have read and fully understand the contents of these instructions. I am aware I must follow these procedures and guidelines during my employment with the WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION. I further understand that the Corporation may change, add to or delete any policies or provisions in this Handbook from time to time, in its sole discretion.

I understand that this Handbook is not intended as either an express or implied contract of any kind and does not constitute a contract of employment between the Corporation and me or any of the Corporation's employees for any specific or fixed duration of employment.

I understand that every CLASSIFIED employee has an at-will relationship with the Corporation.

Employee Signature

FOOD SERVICE
HANDBOOK

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION

Adopted December 7, 2020

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I. SCOPE OF HANDBOOK

This Handbook shall pertain to employees of the West Lafayette School Corporation who are classified as Food Service employees and are employed to work three (3) hours or more per day.

II. NEW EMPLOYEE

Probationary Period

All new employees will serve a probationary period of thirty (30) workdays. No later than two days prior to the completion of the probationary period the employee shall receive a written evaluation concerning the employee's work performance to date. This evaluation shall be used to determine if the employee will be employed on a regular basis, terminated, or have the probationary period extended. The probationary period may be extended only one time for a period not to exceed thirty (30) workdays. During the extension, the employee shall be evaluated at least twice to determine job performance abilities. At the end of the extended probationary period, the employee shall be employed on a regular basis or terminated.

During the probationary period:

1. New employees shall be placed as appropriately as possible on the salary schedule. Previous experience will be considered, but is not the sole criteria for salary placement.
2. The official employment date of the employee shall be the first day of full-time regularly scheduled work on the school corporation payroll report.
3. Sick days and bereavement days shall not be compensated.
4. Requests for FMLA, family illness leave, personal business leave, and leave without pay shall not be granted.
5. Holiday pay shall be granted if the employee worked and was compensated for the regularly scheduled day prior to and the regularly scheduled day following the holiday.
6. If eligible for insurance benefits, coverage will begin the 1st of the month following the first full month worked.

Upon satisfactory completion of the probationary period, sick days, family illness leave and personal business leave shall be pro-rated for the remainder of the year.

III. WORKING CONDITIONS

Responsibilities & Duties

The employee shall be responsible to the Kitchen Manager or the Food Service Director. Any question in this area should be directed to the Facilities Director.

Emergency Closing/Delay

Classes Delayed System-Wide

When weather conditions are such that student classes are delayed, the employee is expected to report for duty as usual, or as is safe and possible. The employee will be paid regular hourly rate for hours worked.

Classes Cancelled System-Wide

If classes for students are cancelled and teachers also are not in attendance, the employee need not report for work. The employee shall work when the cancelled day is made up. No pay shall be given for days not worked.

Short-Term Individual School Closing

In the event of short-term individual school closing, the guidelines above shall normally apply. However, in these situations, the administration retains the authority to assign the employee to other locations as deemed necessary. This may include the first cancelled day.

Overtime

Overtime shall not be worked and/or compensated without advance approval of the Food Service Director.

Overtime shall be compensated at the rate of 1.5 times the regular hourly salary for hours worked in excess of forty (40) hours per week.

Paid holidays and bereavement shall be considered as days worked for the purposes of determining eligibility for overtime pay.

Holidays

The employee will receive regular pay for the following six (6) holidays:

Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, MLK Day, *Veteran's Day (to be taken the day after Thanksgiving)

An employee shall be eligible to receive pay for a holiday provided (s)he works the last scheduled working day before the holiday and the scheduled working day after the holiday.

Should an employee be absent on either or both of the aforementioned scheduled working days due to illness, the employee shall be eligible to receive pay for the holiday as long as proper notification of illness is given to the employee's supervisor.

IV. LEAVES

****Leave will be pro-rated based on hire date.****

Leave is allocated after the 30-day probationary period. Any employee that terminates employment throughout the year will be required to pay back the school corporation any monies paid for leave used, but unearned. Leave shall be taken in full or half-day increments.

Personal Business Leave

Employees hired before January 1, 2012 shall be given four (4) personal business days per year.

Employees hired after January 1, 2012 shall be given three (3) personal business days per year.

Personal business days shall be for business of a nature that cannot be scheduled outside of work hours. Personal business days are not to be used for extending a vacation, providing free time off with pay, or for any other reason except business of a personal nature, which cannot be scheduled outside of a workday.

Under normal circumstances, personal business leave requests must be submitted to the appropriate administrator three (3) days prior to the leave.

Personal leave requests for days preceding and following weekends, holidays, vacations, etc., must include a reason for the request and are subject to review prior to approval or disapproval.

At the close of each year unused personal business days shall be applied to the accumulated sick leave until the maximum number of days is reached.

Sick Leave

Employees shall be given nine (9) sick leave days each year. The purpose of sick leave is to protect the employee's income during periods of personal illness. Employees may be required, by Supervisor, to present a doctor's note.

If, in any one work year the employee shall be absent less than the prescribed number of days, the unused sick leave days shall be accumulated up to 183 hundred days.

Family Medical Leave Act *Contact your Administrator to obtain the necessary form(s)

See Appendix B for FMLA guidelines.

Family Illness Leave *Contact your Administrator to obtain the necessary form(s)

The employee may use a maximum of eight (8) sick leave days per year (deducted from the accumulated sick leave days) in case of serious illness, major surgery, or serious accident involving an immediate family member (dependent, spouse, mother, father, or a member of household).

Maternity Leave *Contact your Administrator to obtain the necessary form(s)

An employee who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

1. An employee who is pregnant is entitled to a leave of absence at any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent of Schools at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of Schools of the expected length of this leave. In case of a medical emergency caused by pregnancy, the employee shall be granted a leave, as otherwise provided in this section, immediately upon request.
2. All or part of a leave taken by the employee because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the employee is not entitled to take accumulated sick leave days when the employee's physician certifies that the employee is capable of performing her regular employee duties. The employee is entitled to complete the remaining leave without pay. This leave may be taken without jeopardy to re-employment, retirement or salary benefits, and seniority rights.
3. When the leave is requested, the employee shall select one of the following options for length of leave:
 - a. The employee shall notify the Superintendent of Schools of the expected length of her leave and the expected date of her return or
 - b. The employee, the principal, and the Superintendent of Schools shall discuss and mutually agree upon the return date.
 - c. In the event the employee wishes to change the expected beginning and/or ending dates of a previously arranged maternity leave, the employee shall use option (b) immediately above.
4. The employee who desires a maternity leave shall have her physician complete the appropriate leave forms.

Bereavement Leave

In the case of death(s) within the immediate family, the employee shall be entitled to be absent from work without loss of compensation for a period extending up to five (5) workdays per death. Such bereavement leave shall be exhausted no later than eight (8) calendar days beyond such death(s), but extenuating circumstances subject to approval by the Building Principal or Administrator may warrant an extension of the eight (8) day time limitation. Immediate family is interpreted as including husband, wife, child, sister, brother, mother, father, grandchild, grandparent, and each similar relationship established by marriage, and any other relative or legal dependent who, at the time of death, was living as a member of the household. In the case of the death of and great-grandparent, aunt, uncle, niece, nephew or first cousin, and each similar relationship established by marriage, the employee is entitled to one (1) bereavement leave without loss of pay.

Documentation of death and relationship may be requested.

Jury Duty/Subpoena Leave

In case of absence in response to jury duty and/or subpoena, the employee will receive regular base salary minus that paid by the court.

The employee shall receive regular base salary minus the subpoena fee received only if the subpoena is connected with an employee's fulfillment of job related duties.

The employee shall turn in the summons to their supervisor to be attached to their absence report and/or time sheet. The employee will have thirty (30) days to turn in a copy of the check received from the court. If the check copy is not received within thirty (30) days, the employee's pay will be reversed until the copy is provided.

Salary will not be paid for time lost due to employee initiated suits against the West Lafayette Community School Corporation unless acting as a witness for the Corporation.

Professional Leave

The employee desiring to attend national, state or regional educational meetings shall submit a written request to the Director of Food Service. Request for reimbursement within established budget for travel, food, lodging and registration fees shall be submitted for approval or denial. If approved, the employee shall receive payment through payroll.

Leave Without Pay

As a general rule a leave without pay will not be granted. Should the employee have a unique one-time situation arise for which the employee believes time off without pay is warranted, a written request may be made to the Food Service Director. This request should contain the requested leave dates and a rationale. The Food Service Director will provide a timely written response.

V. PERSONNEL INFORMATION

Payroll

Employees are paid on the 5th and 20th of each month. If this day falls on a bank holiday or weekend, the employee will be paid on the prior business day.

Employees are required to use direct deposit to receive their pay. Any change to direct deposit bank account(s) is the responsibility of the employee, a new form is to be completed and turned in to the business office.

Effective 9/1/2018, all employees will be required to be "paperless" with regard to payroll direct deposit notices.

All non-exempt employees will be required to maintain a record of hours worked, to be submitted to payroll on the frequency required.

Payroll Deductions

Employees may request, in writing, that specified amounts be deducted from their salary. Written requests must be submitted to, approved by and kept on file with the business office. The WLCSC to the employee's specified organizations or program shall remit all amounts to be deducted.

All deductions shall remain in effect unless a written authorization to change is submitted to the business office.

It shall be understood that employees shall be directly responsible for payments to the designated organization or program if the employee's pay is not sufficient to cover such obligations.

The West Lafayette Community School Corporation shall not be responsible or liable based upon the form or manner of deductions, lack of deductions or payments.

Evaluations

To be eligible for any future pay increase, an employee must have an evaluation that shows effective or highly effective. The employee's pay increase will be determined by an index factor approved by the School Board.

Mileage Allowance

Employees required to use their personal automobile in order to perform their work assignments shall be granted a mileage allotment. Reimbursement shall be in accordance with the rate approved by the Board of School Trustees.

An appropriate form must be completed in full and approved by the Building Principal or Administrator prior to reimbursement. Claim reimbursement forms are to be submitted to the corporation business office monthly, employee shall receive payment through payroll.

Change Name, Address, Telephone Number

Any change of name, address, or telephone number shall be reported to the school corporation personnel office, in writing, within ten (10) workdays.

VI. RETIREMENT

PERF – Annuity

Retirement benefits apply to employees classified as Director, Manager, Secretary, and Cook.

Employees hired before January 1, 2008, with continuous employment with West Lafayette Community School Corporation, and who work more than six hundred (600) hours per year, may participate in the Indiana Public Employees Retirement Fund, and must abide by PERF rules and regulations regarding membership, etc.

Employees hired on or after January 1, 2008, and who work more than six hundred (600) hours per year, will participate in the West Lafayette classified employee annuity program. A contribution of 4% shall be remitted to the employee's 401(a) account established by the school district. The employee shall have vesting rights after five years of employment with the school corporation.

Supplemental Retirement Plan

When a classified employee retires, and was a full-time employee (7.5 hours per day or more, and 180 days or more per year), he or she may be eligible for the following contribution to a post-retirement severance 403(b) account, based upon years of service at WLCSC, and further conditions listed below.

10-15 years of continuous service: \$750 per year

16-20 years of continuous service: \$1,000 per year (maximum 20 years)

To be eligible for this benefit, classified employees must be considered effective or highly effective employees, and receive a recommendation from their supervisor to receive this benefit. An employee who is asked to leave, or whose employment is terminated, is not eligible for this benefit.

VII. INSURANCE

****F.T.E. is equal to 40 hours per week****

****Double Deductions will be in effect the last 5 pays of the school year to cover summer premiums****

Hospitalization, Surgery, and Major Medical Insurance

Employees who are at least .50 FTE may participate in the group medical insurance plan by personally paying the premium cost.

An affordable plan will be made available to management employees and the Administrative Assistant.

Dental Insurance

Employees who are at least 50% F.T.E. may participate in the group dental insurance programs by personally paying the premium cost.

Vision Insurance

Employees may participate in the group vision insurance programs by personally paying the premium cost.

Life Insurance

The School Corporation will provide paid life insurance rounded to the \$10,000 level above your salary. Employees are required to pay a minimum of one (1) dollar for the plan.

The policy of life insurance provided by the Administration shall contain an accidental death (double indemnity) and a dismemberment rider to said policy.

Liability (Umbrella) Insurance

The employee is covered under the WLCSC's umbrella liability insurance policy.

Workers' Compensation Insurance

The Administration shall provide Workers' compensation insurance for all employees. Procedures to be followed in case of an injury during the regular course of employment are posted in the employee's individual buildings.

Employees must report all job-related injuries to their supervisor immediately, even if medical treatment does not seem necessary at the time. Serious accidents should also be reported to the business office (269-4008) by telephone.

An employee accident report shall be completed and forwarded to the West Lafayette Community School Corporation business office within 24 hours. If, after filing the initial accident report, additional information is received regarding treatment or lost time, the business office is to be notified.

Should report of employee's on-the-job accident or injury not be reported as heretofore set forth, the employee may be considered to have waived this benefit.

All charges incurred for job-related injuries will be submitted to our Workers' Compensation Insurance carrier.

Charges should not be claimed on an employee's medical insurance.

For further information, clarification and understanding as to the employee's benefit, the employee should contact the business office.

VIII. EFFECT OF THE HANDBOOK

Severability

If any provision of the Handbook or any application of this Handbook to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications of the Handbook shall continue in full force and effect.

The parties mutually agree that this handbook contains the entire handbook and understanding between the parties thereby superseding all previous oral or written handbooks. This handbook may not be changed or amended except by a written instrument signed by both parties.

IX. COMPENSATION SCHEDULE

Food Service Worker: \$8.75 Minimum

Sub Food Service \$8.75 per hour

Administration is authorized to pay accordingly based on experience, education, qualifications, and market demands.

X. AGREEMENT

By _____
Alan Karpick, Board President

Date Signed _____

By _____
Brad Marley, Secretary

Date Signed _____

APPENDIX A

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION NON-DISCRIMINATION POLICY

It is the stated policy of the West Lafayette Community School Corporation not to discriminate on the basis of race, color, religion, national origin, sex or handicaps.

Each year it is our intent to remind students and parents that this non-discrimination policy applies to student's access to courses and programs, to physical education and athletics, to counseling and guidance, to vocational education programs, to financial assistance, to extracurricular activities, and to other matters related to students.

Staff members are assured of non-discrimination in employment, salary and fringe benefits, promotion, retirement benefits, and other staff benefits.

A Compliance Officer has been appointed for the West Lafayette Community School Corporation. It is his responsibility to see that both the "letter" and the intent of this non-discrimination policy are followed.

Inquiries, informal or formal complaints should be addressed to the Title IX, Section 504, and American with Disabilities Act Coordinator:

**Rocky Killion
West Lafayette Community School Corporation
Floyd Administration Center
1130 N. Salisbury St., West Lafayette, IN 47906
Phone: 765-746-1641 – Fax: 765-746-1644**

It should be noted that previous training or experience, prerequisite classes, skills level, etc. may be appropriate entry requirements.

The West Lafayette Community School Corporation is committed to equal opportunity. It is an Equal Opportunity Employer and does not discriminate on the basis of age, race, color, religion, sex, handicapping conditions, or national origin, including limited English proficiency, in an employment opportunity. No person is excluded from participation in, denied the benefits of, or otherwise subjected to unlawful discrimination on such basis under any educational program or student activity.

If you have experienced discrimination in such educational programs or activities, written inquiries about procedures that are available and for consideration of complaints alleging such discrimination should be directed to Superintendent, West Lafayette Community School Corporation, 1130 N. Salisbury West Lafayette, Indiana 47906. Phone: 765/746-1641.

**"LIMITED ENGLISH PROFICIENCY WILL NOT BE A BARRIER TO ADMISSION AND PARTICIPATION IN
VOCATIONAL EDUCATION"**

APPENDIX B

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 · Revised F

APPENDIX C

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION FOOD SERVICE EVALUATION

Employee: _____ Position: _____ Date: _____

Attendance: Days Absent: _____
Days Requested: _____
Days Late – (At your workstation): _____

H=Highly Effective (Goes beyond) E=Effective (Does what is required) I=Ineffective (Does not meet requirements)

H E I Dress Code: Adherence to dress code without being reminded.

H E I Sanitation, Proper Food Handling & Equipment Use: Understanding of methods, techniques and applying this knowledge to the job.

H E I Customer Service: Responds in a positive manner while identifying and satisfying customer needs.

H E I Accuracy, Self-Motivation, & Decision-Making: Exerting the extra effort to complete task in a timely manner. Evaluates all facts that impact the situation and develops alternate courses of action and utilizes all available resources.

H E I Function as a Team Member: Achieving results by working effectively with co-workers, customer, and supervisors.

H E I Conservation of Labor & Supplies: Willingness to explore more efficient and effective procedures. Always working towards Food Service and individual goals.

Supervisor's Comments (Any item marked "Needs Improvement" or "Ineffective" should be explained here.)

Commendations	Recommendations for Improvement
1.	1.
2.	2.
3.	3.
Comments	Comments:

Recommended for continued employment _____
Yes No

Evaluated by (signature)		Date:	
Employee (signature)		Date:	

APPENDIX D

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION ACKNOWLEDGMENT FORM

I _____ on _____
Name Date

received a copy of the current CLASSIFIED HANDBOOK. I have read and fully understand the contents of these instructions. I am aware I must follow these procedures and guidelines during my employment with the WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION. I further understand that the Corporation may change, add to or delete any policies or provisions in this Handbook from time to time, in its sole discretion.

I understand that this Handbook is not intended as either an express or implied contract of any kind and does not constitute a contract of employment between the Corporation and me or any of the Corporation's employees for any specific or fixed duration of employment.

I understand that every CLASSIFIED employee has an at-will relationship with the Corporation.

Employee Signature

INSTRUCTIONAL ASSISTANTS
HANDBOOK
(Paraprofessionals)

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION

Adopted December 7, 2020

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I. SCOPE OF HANDBOOK

This Handbook shall pertain to employees of the West Lafayette School Corporation who are classified as Instructional Assistants (Paraprofessionals & Tutors).

II. NEW EMPLOYEE

Probationary Period

All new employees will serve a probationary period of thirty (30) workdays. No later than two days prior to the completion of the probationary period the employee shall receive a written evaluation concerning the employee's work performance to date. This evaluation shall be used to determine if the employee will be employed on a regular basis, terminated, or have the probationary period extended. The probationary period may be extended only one time for a period not to exceed thirty (30) workdays. During the extension, the employee shall be evaluated at least twice to determine job performance abilities. At the end of the extended probationary period, the employee shall be employed on a regular basis or terminated.

During the probationary period:

1. New employees shall be placed as appropriately as possible on the salary schedule. Previous experience will be considered, but is not the sole criteria for salary placement.
2. The official employment date of the employee shall be the first day of full-time regularly scheduled work on the school corporation payroll report.
3. Sick days and bereavement days shall not be compensated.
4. Requests for FMLA, family illness leave, personal business leave, and leave without pay shall not be granted.
5. Holiday pay shall be granted if the employee worked and was compensated for the regularly scheduled day prior to and the regularly scheduled day following the holiday.
6. If eligible for insurance benefits, coverage will begin the 1st of the month following the first full month worked.

Upon satisfactory completion of the probationary period, sick days, family illness leave and personal business leave shall be pro-rated for the remainder of the year.

III. WORKING CONDITIONS

Responsibilities & Duties

The employee shall be responsible to the immediate supervisor and/or Building Principal or Administrator. Any question in this area should be directed to the Building Principal or Administrator.

Emergency Closing/Delay

Classes Delayed System-Wide

When weather conditions are such that student classes are delayed, the employee is expected to report for duty as usual, or as is safe and possible. The employee will be paid regular hourly rate for hours worked.

Classes Cancelled System-Wide

If classes for students are cancelled and teachers also are not in attendance, the employee need not report for work. The employee shall work when the cancelled day is made up. No pay shall be given for days not worked.

Short-Term Individual School Closing

In the event of short-term individual school closing, the guidelines above shall normally apply. However, in these situations, the administration retains the authority to assign the employee to other locations as deemed necessary. This may include the first cancelled day.

Overtime

Overtime shall not be worked and/or compensated without advance approval of the Building Principal or Administrator and the Chief Financial Officer.

Overtime shall be compensated at the rate of 1.5 times the regular hourly salary for hours worked in excess of forty (40) hours per week.

Paid holidays and bereavement days shall be considered as days worked for the purposes of determining eligibility for overtime pay.

Holidays

The employee will receive regular pay for the following six (6) holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, MLK Day, *Veteran's Day (to be taken the day after Thanksgiving)

An employee shall be eligible to receive pay for a holiday provided (s)he works the last scheduled working day before the holiday and the scheduled working day after the holiday.

Should an employee be absent on either or both of the aforementioned scheduled working days due to illness, the employee shall be eligible to receive pay for the holiday as long as proper notification of illness is given to the employee's supervisor.

IV. LEAVES

****Leave will be pro-rated based on hire date.****

****Lunchroom Supervisors do not receive Leave Benefits****

Leave is allocated after the 30-day probationary period. Any employee that terminates employment throughout the year will be required to pay back the school corporation any monies paid for leave used, but unearned. Leave shall be taken in half or full-day increments.

Personal Business Leave

Employees hired before January 1, 2012 shall be given four (4) personal business days per year.

Employees hired after January 1, 2012 shall be given three (3) personal business days per year.

Personal business days shall be for business of a nature that cannot be scheduled outside of work hours. Personal business days are not to be used for extending a vacation, providing free time off with pay, or for any other reason except business of a personal nature, which cannot be scheduled outside of a workday.

Under normal circumstances, personal business leave requests must be submitted to the appropriate administrator three (3) days prior to the leave.

Personal leave requests for days preceding and following weekends, holidays, vacations, etc., must include a reason for the request and are subject to review prior to approval or disapproval.

At the close of each year unused personal business days shall be applied to the accumulated sick leave until the maximum number of days is reached.

Sick Leave

Employees shall be given nine (9) sick leave days each year. The purpose of sick leave is to protect the employee's income during periods of personal illness. Employees may be required, by Supervisor, to present a doctor's note.

If, in any one work year the employee shall be absent less than the prescribed number of days, the unused sick leave days shall be accumulated up to 183 days.

Family Medical Leave Act *Contact your Administrator to obtain the necessary form(s)

See Appendix for FMLA guidelines.

Family Illness Leave *Contact your Administrator to obtain the necessary form(s)

The employee may use a maximum of eight (8) sick leave days per year (deducted from the accumulated sick leave days) in case of serious illness, major surgery, or serious accident involving an immediate family member (dependent, spouse, mother, father, or a member of household).

Maternity Leave *Contact your Administrator to obtain the necessary form(s)

An employee who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

1. An employee who is pregnant is entitled to a leave of absence at any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent of Schools at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of Schools of the expected length of this leave. In case of a medical emergency caused by pregnancy, the employee shall be granted a leave, as otherwise provided in this section, immediately upon request.
2. All or part of a leave taken by the employee because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the employee is not entitled to take accumulated sick leave days when the employee's physician certifies that the employee is capable of performing her regular employee duties. The employee is entitled to complete the remaining leave without pay. This leave may be taken without jeopardy to re-employment, retirement or salary benefits, and seniority rights.
3. When the leave is requested, the employee shall select one of the following options for length of leave:
 - a. The employee shall notify the Superintendent of Schools of the expected length of her leave and the expected date of her return or
 - b. The employee, the principal, and the Superintendent of Schools shall discuss and mutually agree upon the return date.
 - c. In the event the employee wishes to change the expected beginning and/or ending dates of a previously arranged maternity leave, the employee shall use option (b) immediately above.
4. The employee who desires a maternity leave shall have her physician complete the appropriate leave forms.

Bereavement Leave

In the case of death(s) within the immediate family, the employee shall be entitled to be absent from work without loss of compensation for a period extending up to five (5) workdays per death. Such bereavement leave shall be exhausted no later than eight (8) calendar days beyond such death(s), but extenuating circumstances subject to approval by the Building Principal or Administrator may warrant an extension of the eight (8) day time limitation. Immediate family is interpreted as including husband, wife, child, sister, brother, mother, father, grandchild, grandparent, and each similar relationship established by marriage, and any other relative or legal dependent who, at the time of death, was living as a member of the household. In the case of the death of and great-grandparent, aunt, uncle, niece, nephew or first cousin, and each similar relationship established by marriage, the employee is entitled to one (1) bereavement leave without loss of pay.

Documentation of death and relationship may be requested.

Jury Duty/Subpoena Leave

In case of absence in response to jury duty and/or subpoena, the employee will receive regular base salary minus that paid by the court.

The employee shall receive regular base salary minus the subpoena fee received only if the subpoena is connected with an employee's fulfillment of job related duties.

The employee shall turn in the summons to their supervisor to be attached to their absence report and/or time sheet. The employee will have thirty (30) days to turn in a copy of the check received from the court. If the check copy is not received within thirty (30) days, the employee's pay will be reversed until the copy is provided.

Salary will not be paid for time lost due to employee initiated suits against the West Lafayette Community School Corporation unless acting as a witness for the Corporation.

Professional Leave

The employee desiring to attend national, state or regional educational meetings shall submit a written request to the Building Principal and/or Administrator. Request for reimbursement within established budget for travel, food, lodging and registration fees shall be submitted for approval or denial. If approved, the employee shall receive payment through payroll.

Leave Without Pay

As a general rule a leave without pay will not be granted. Should the employee have a unique one-time situation arise for which the employee believes time off without pay is warranted, a written request may be made to the Superintendent of Schools. This request should contain the requested leave dates and a rationale. The Superintendent of Schools will provide a timely written response.

V. PERSONNEL INFORMATION

Payroll

Employees are paid on the 5th and 20th of each month. If this day falls on a bank holiday or weekend, the employee will be paid on the prior business day.

Employees are required to use direct deposit to receive their pay. Any change to direct deposit bank account(s) is the responsibility of the employee, a new form is to be completed and turned in to the business office.

Effective 9/1/2018, all employees will be required to be "paperless" with regard to payroll direct deposit notices.

All non-exempt employees will be required to maintain a record of hours worked, to be submitted to payroll on the frequency required.

Payroll Deductions

Employees may request, in writing, that specified amounts be deducted from their salary. Written requests must be submitted to, approved by and kept on file with the business office. The WLCSC to the employee's specified organizations or program shall remit all amounts to be deducted.

All deductions shall remain in effect unless a written authorization to change is submitted to the business office.

It shall be understood that employees shall be directly responsible for payments to the designated organization or program if the employee's pay is not sufficient to cover such obligations.

The West Lafayette Community School Corporation shall not be responsible or liable based upon the form or manner of deductions, lack of deductions or payments.

Evaluations

To be eligible for any future pay increase, an employee must have an evaluation that shows effective or highly effective. The employee's pay increase will be determined by an index factor approved by the School Board.

Mileage Allowance

Employees required to use their personal automobile in order to perform their work assignments shall be granted a mileage allotment. Reimbursement shall be in accordance with the rate approved by the Board of School Trustees.

An appropriate form must be completed in full and approved by the Building Principal or Administrator prior to reimbursement. Claim reimbursement forms are to be submitted to the corporation business office monthly, employee shall receive payment through payroll.

Change Name, Address, Telephone Number

Any change of name, address, or telephone number shall be reported to the school corporation personnel office, in writing, within ten (10) workdays.

VI. RETIREMENT

Supplementary Benefits

An employee who chooses to retire shall receive supplementary retirement benefits if the following criteria are met:

1. The employee must have at least twenty (20) years employment in any capacity in the West Lafayette Community School Corporation.
2. Only years of service in the West Lafayette Community School Corporation shall be used in calculating retirement pay benefits.
3. The employee must be a full-time employee (minimum 30 hours per week).
4. The employee's age and years of service with the West Lafayette Community School Corporation total sixty (60).

A written intent to retire must be filed with the Superintendent of Schools ninety (90) days prior to retirement. Certification of intent to retire may be revoked with reasonable notice at the employee's option unless a replacement has been hired or the job position eliminated. If an employee is forced to retire due to illness, accident, or other acceptable reason, the Superintendent of Schools may waive the ninety (90) day requirement.

Supplementary Retirement Benefit Calculation

Employees hired before January 1, 2012 Supplementary Retirement Benefits shall be calculated as follows:

- Daily Rate (EE's last pay rate) X number of days of accumulated sick leave (maximum of 160 days) X number of years of employment in the West Lafayette Community School Corporation divided by 80.

Supplemental Retirement Plan

When a classified employee retires, and was a full-time employee (7.5 hours per day or more, and 180 days or more per year), he or she may be eligible for the following contribution to a post-retirement severance 403(b) account, based upon years of service at WLCSC, and further conditions listed below.

10-15 years of continuous service: \$750 per year

16-20 years of continuous service: \$1,000 per year (maximum 20 years)

To be eligible for this benefit, classified employees must be considered effective or highly effective employees, and receive a recommendation from their supervisor to receive this benefit. An employee who is asked to leave, or whose employment is terminated, is not eligible for this benefit.

VII. INSURANCE

****F.T.E. is equal to 40 hours per week****

****Double Deductions will be in effect the last 5 pays of the school year to cover summer premiums****

Hospitalization, Surgery, and Major Medical Insurance

Employees currently enrolled in benefits shall be provided hospitalization, surgical, and major medical insurance protection to the employee for a full twelve (12) month period using the following criteria:

- A. Employee Only 95% of premium will be paid by the School Corporation
- B. Employee/Child 74.15% of premium will be paid by the School Corporation
- C. Employee/Spouse 63.55% of premium will be paid by the School Corporation
- D. Employee/Family 53.38% of premium will be paid by the School Corporation

Newly hired employees as of January 1, 2012, who are at 75% F.T.E. shall be provided hospitalization, surgery, and major medical insurance protection to the employee for a full twelve (12) month period based on the following criteria:

- A. The School Corporation shall pay 95% of the premium for each employee who elects a single plan.
- B. The School Corporation shall contribute the cost of a single plan towards the premium for each employee who elects a family plan.

Employees who elect not to participate in the corporation's health insurance shall receive an annual payment of six hundred dollars (\$600.00), less appropriate state and federal wage deductions. An employee making this election will not be allowed to enroll in the group insurance plan during the year unless the employee has a new eligible dependent, has lost coverage due to the death of a spouse, has lost coverage due to divorce, or lost coverage due to layoff of spouse (amount will be pro-rated). The yearly cash payment of \$600 will be paid in two installments, 1/2 on the second pay of June and 1/2 on the first pay of September during the enrollment year that coverage was declined..

Newly hired employees as of January 1, 2012, who are at between 50% F.T.E. & 75% F.T.E. may participate in the group medical insurance plan by personally paying the premium cost.

Dental Insurance

Employees currently enrolled in benefits shall be provided dental insurance protection to the employee for a full twelve (12) month period using the following criteria:

- A. Employee Only \$206.50 toward premium will be paid by the School Corporation
- B. Employee/Child \$413.38 toward premium will be paid by the School Corporation
- C. Employee/Spouse \$403.68 toward premium will be paid by the School Corporation
- D. Employee/Family \$702.62 toward premium will be paid by the School Corporation

Newly hired employees as of January 1, 2012 may participate in the group dental insurance programs by personally paying the premium cost.

Vision Insurance

Employees may participate in the group vision insurance programs by personally paying the premium cost.

Life Insurance

The School Corporation will provide paid life insurance rounded to the \$10,000 level above your salary. Employees are required to pay a minimum of one (1) dollar for the plan. The policy of life insurance provided by the Administration shall contain an accidental death (double indemnity) and a dismemberment rider to said policy.

Liability (Umbrella) Insurance

The employee is covered under the WLCSC's umbrella liability insurance policy.

Workers' Compensation Insurance

The Administration shall provide Workers' compensation insurance for all employees. Procedures to be followed in case of an injury during the regular course of employment are posted in the employee's individual buildings.

Employees must report all job-related injuries to their supervisor immediately, even if medical treatment does not seem necessary at the time. Serious accidents should also be reported to the business office (269-4008) by telephone.

An employee accident report shall be completed and forwarded to the West Lafayette Community School Corporation business office within 24 hours. If, after filing the initial accident report, additional information is received regarding treatment or lost time, the business office is to be notified.

Should report of employee's on-the-job accident or injury not be reported as heretofore set forth, the employee may be considered to have waived this benefit.

All charges incurred for job-related injuries will be submitted to our Workers' Compensation Insurance carrier. *Charges should not be claimed on an employee's medical insurance.*

For further information, clarification and understanding as to the employee's benefit, the employee should contact the business office.

VIII. EFFECT OF THE HANDBOOK

Severability

If any provision of the Handbook or any application of this Handbook to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications of the Handbook shall continue in full force and effect.

The parties mutually agree that this handbook contains the entire handbook and understanding between the parties thereby superseding all previous oral or written handbooks. This handbook may not be changed or amended except by a written instrument signed by both parties.

IX. COMPENSATION SCHEDULE

Minimum Rate of Pay: \$10.00 per hour

Substitute Para: \$10.00 per hour

Lunchroom Monitor/Clerk \$11.54 per hour

Lifeguard \$12.00 per hour

Administration is authorized to pay accordingly based on experience, education, qualifications, and market demands.

X. AGREEMENT

By _____
Alan Karpick, Board President

Date Signed _____

By _____
Bradley Marley, Board Secretary

Date Signed _____

APPENDIX A

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION NON-DISCRIMINATION POLICY

It is the stated policy of the West Lafayette Community School Corporation not to discriminate on the basis of race, color, religion, national origin, sex or handicaps.

Each year it is our intent to remind students and parents that this non-discrimination policy applies to student's access to courses and programs, to physical education and athletics, to counseling and guidance, to vocational education programs, to financial assistance, to extracurricular activities, and to other matters related to students.

Staff members are assured of non-discrimination in employment, salary and fringe benefits, promotion, retirement benefits, and other staff benefits.

A Compliance Officer has been appointed for the West Lafayette Community School Corporation. It is his responsibility to see that both the "letter" and the intent of this non-discrimination policy are followed.

Inquiries, informal or formal complaints should be addressed to the Title IX, Section 504, and American with Disabilities Act Coordinator:

**Rocky Killion
West Lafayette Community School Corporation
Floyd Administration Center
1130 N. Salisbury St., West Lafayette, IN 47906
Phone: 765-746-1641 – Fax: 765-746-1644**

It should be noted that previous training or experience, prerequisite classes, skills level, etc. may be appropriate entry requirements.

The West Lafayette Community School Corporation is committed to equal opportunity. It is an Equal Opportunity Employer and does not discriminate on the basis of age, race, color, religion, sex, handicapping conditions, or national origin, including limited English proficiency, in an employment opportunity. No person is excluded from participation in, denied the benefits of, or otherwise subjected to unlawful discrimination on such basis under any educational program or student activity.

If you have experienced discrimination in such educational programs or activities, written inquiries about procedures that are available and for consideration of complaints alleging such discrimination should be directed to Superintendent, West Lafayette Community School Corporation, 1130 N. Salisbury West Lafayette, Indiana 47906. Phone: 765/746-1641.

**"LIMITED ENGLISH PROFICIENCY WILL NOT BE A BARRIER TO ADMISSION AND PARTICIPATION IN
VOCATIONAL EDUCATION"**

APPENDIX B

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV
U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 · Revised F

APPENDIX C

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION INSTRUCTIONAL ASSISTANT (Paraprofessional/Tutor) EVALUATION

EMPLOYEE'S NAME _____ DATE _____

BUILDING _____

	Needs Improvement or Ineffective	Effective	Highly Effective
Knowledge of program			
Communications ability			
Relationship with students			
Relationship with teachers & staff			
Work quality			
Appropriate Dress/Appearance			
Attendance			
Punctuality			
Dependability			

Supervisor's Comments (Any item marked "Needs Improvement" or "Ineffective" should be explained here.)

Commendations	Recommendations for Improvement
1.	1.
2.	2.
3.	3.
Comments	Comments:

Recommended for continued employment _____
Yes
No

Evaluated by (signature)		Date:	
Employee (signature)		Date:	

APPENDIX D

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION LUNCHROOM SUPERVISOR EVALUATION

EMPLOYEE'S NAME _____ DATE _____

BUILDING _____

	Needs Improvement or Ineffective	Effective	Highly Effective
Communications ability			
Work quality			
Safety consciousness			
Appropriate Dress/Appearance			
Attendance			
Punctuality			
Dependability			

Supervisor's Comments (Any item marked "Needs Improvement" or "Ineffective" should be explained here.)

Commendations	Recommendations for Improvement
1.	1.
2.	2.
3.	3.
Comments	Comments:

Recommended for continued employment _____
Yes
No

Evaluated by (signature)		Date:	
Employee (signature)		Date:	

APPENDIX E

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION ACKNOWLEDGMENT FORM

I _____ on _____
Name Date

received a copy of the current CLASSIFIED HANDBOOK. I have read and fully understand the contents of these instructions. I am aware I must follow these procedures and guidelines during my employment with the WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION. I further understand that the Corporation may change, add to or delete any policies or provisions in this Handbook from time to time, in its sole discretion.

I understand that this Handbook is not intended as either an express or implied contract of any kind and does not constitute a contract of employment between the Corporation and me or any of the Corporation's employees for any specific or fixed duration of employment.

I understand that every CLASSIFIED employee has an at-will relationship with the Corporation.

Employee Signature

CUSTODIAL/MAINTENANCE
HANDBOOK

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION

Adopted December 7, 2020

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I. SCOPE OF HANDBOOK

This Handbook shall pertain to full-time employees of the West Lafayette Community School Corporation who are classified as Custodial/Maintenance personnel.

II. NEW EMPLOYEE

Probationary Period

All new employees will serve a probationary period of thirty (30) workdays. No later than two days prior to the completion of the probationary period the employee shall receive a written evaluation concerning the employee's work performance to date. This evaluation shall be used to determine if the employee will be employed on a regular basis, terminated, or have the probationary period extended. The probationary period may be extended only one time for a period not to exceed thirty (30) workdays. During the extension, the employee shall be evaluated at least twice to determine job performance abilities. At the end of the extended probationary period, the employee shall be employed on a regular basis or terminated.

During the probationary period:

1. New employees shall be placed as appropriately as possible on the salary schedule. Previous experience will be considered, but is not the sole criteria for salary placement.
2. The official employment date of the employee shall be the first day of full-time regularly scheduled work on the school corporation payroll report.
3. Sick days and bereavement days shall not be compensated.
4. Requests for FMLA, family illness leave, personal business leave, and leave without pay shall not be granted.
5. Holiday pay shall be granted if the employee worked and was compensated for the regularly scheduled day prior to and the regularly scheduled day following the holiday.
6. If eligible for insurance benefits, coverage will begin the 1st of the month following the first full month worked.

Upon satisfactory completion of the probationary period, sick days, family illness leave and personal business leave shall be pro-rated for the remainder of the year.

III. WORKING CONDITIONS

Responsibilities & Duties

The employee shall be responsible to the immediate supervisor and/or Building Principal and/or the Facilities Director. Any question in this area should be directed to the Facilities Director.

Emergency Closing/Delay

Classes Delayed or Cancelled System-Wide

When weather conditions are such that student classes are delayed or cancelled, the employee is expected to report for duty as usual, or as is safe and possible. The employee will be paid regular hourly rate for hours worked.

Short-Term Individual School Closing

In the event of short-term individual school closing, the guidelines above shall normally apply. However, in these situations, the administration retains the authority to assign the employee to other locations as deemed necessary. This may include the first cancelled day.

Overtime

Overtime shall not be worked and/or compensated without advance approval of the Facilities Director and the Chief Financial Officer.

Overtime shall be compensated at the rate of 1.5 times the regular hourly salary for hours worked in excess of forty (40) hours per week.

Paid holidays and bereavement days shall be considered as days worked for the purposes of determining eligibility for overtime pay.

Holidays

The employee will receive regular pay for the following ten (10) holidays:

Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, MLK Day, *Veteran's Day (to be taken the day after Thanksgiving), Memorial Day, and July 4th

An employee shall be eligible to receive pay for a holiday provided (s)he works the last scheduled working day before the holiday and the scheduled working day after the holiday.

Should an employee be absent on either or both of the aforementioned scheduled working days due to illness, the employee shall be eligible to receive pay for the holiday as long as proper notification of illness is given to the employee's supervisor.

IV. LEAVES

****Leave will be pro-rated based on hire date****

Leave is allocated after the 30-day probationary period. Any employee that terminates employment throughout the year will be required to pay back the school corporation any monies paid for leave used, but unearned. Leave shall be taken in half or full-day increments.

Vacation Leave

Employees shall receive (1) week vacation (pro-rated if necessary) to be taken during the first handbook year.

Each handbook year, an employee who has worked during the previous handbook year shall be granted vacation based upon the following schedule:

- | | |
|--------------------------------------------------|-----------------------|
| a) Second through fifth year of employment | 10 work days vacation |
| b) Sixth through tenth year of employment | 12 work days vacation |
| c) Eleventh through twentieth year of employment | 15 work days vacation |
| d) Over twenty years of employment | 20 work days vacation |

Employee may not accrue more than 1.5 times the allotted, earned vacation time.

Designated holidays occurring during the vacation period of an employee shall not be charged as vacation time.

In all cases, vacation dates will be selected in such a manner that sufficient 12 month personnel are on duty throughout the vacation periods. Vacation requests shall be approved by the immediate supervisor.

An employee who has resigned and been rehired shall be treated as a new employee relative to vacation.

Personal Business Leave

Employees shall be given four (4) personal business days per year.

Personal business days shall be for business of a nature that cannot be scheduled outside of work hours. Personal business days are not to be used for extending a vacation, providing free time off with pay, or for any other reason except business of a personal nature, which cannot be scheduled outside of a workday.

Under normal circumstances, personal business leave requests must be submitted to the appropriate administrator three (3) days prior to the leave.

Personal leave requests for days preceding and following weekends, holidays, vacations, etc., must include a reason for the request and are subject to review prior to approval or disapproval.

At the close of each year unused personal business days shall be applied to the accumulated sick leave until the maximum number of days is reached.

Sick Leave

Employees shall be given twelve (12) sick leave days each year. The purpose of sick leave is to protect the employee's income during periods of personal illness. Employees may be required, by Supervisor, to present a doctor's note.

If, in any one work year the employee shall be absent less than the prescribed number of days, the unused sick leave days shall be accumulated up to 183 days.

Family Medical Leave Act *Contact your Administrator to obtain the necessary form(s)

See Appendix B for FMLA guidelines.

Family Illness Leave *Contact your Administrator to obtain the necessary form(s)

The employee may use a maximum of eight (8) sick leave days per year (deducted from the accumulated sick leave days) in case of serious illness, major surgery, or serious accident involving an immediate family member (dependent, spouse, mother, father, or a member of household).

Maternity Leave *Contact your Administrator to obtain the necessary form(s)

An employee who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

1. An employee who is pregnant is entitled to a leave of absence at any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent of Schools at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of Schools of the expected length of this leave. In case of a medical emergency caused by pregnancy, the employee shall be granted a leave, as otherwise provided in this section, immediately upon request.
2. All or part of a leave taken by the employee because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the employee is not entitled to take accumulated sick leave days when the employee's physician certifies that the employee is capable of performing her regular employee duties. The employee is entitled to complete the remaining leave without pay. This leave may be taken without jeopardy to re-employment, retirement or salary benefits, and seniority rights.
3. When the leave is requested, the employee shall select one of the following options for length of leave:
 - a. The employee shall notify the Superintendent of Schools of the expected length of her leave and the expected date of her return or
 - b. The employee, the principal, and the Superintendent of Schools shall discuss and mutually agree upon the return date.
 - c. In the event the employee wishes to change the expected beginning and/or ending dates of a previously arranged maternity leave, the employee shall use option (b) immediately above.
4. The employee who desires a maternity leave shall have her physician complete the appropriate leave forms.

Bereavement Leave

In the case of death(s) within the immediate family, the employee shall be entitled to be absent from work without loss of compensation for a period extending up to five (5) workdays per death. Such bereavement leave shall be exhausted no later than eight (8) calendar days beyond such death(s), but extenuating circumstances subject to approval by the Facilities Director may warrant an extension of the eight (8) day time limitation. Immediate family is

interpreted as including husband, wife, child, sister, brother, mother, father, grandchild, grandparent, and each similar relationship established by marriage, and any other relative or legal dependent who, at the time of death, was living as a member of the household. In the case of the death of and great-grandparent, aunt, uncle, niece, nephew or first cousin, and each similar relationship established by marriage, the employee is entitled to one (1) bereavement leave without loss of pay.

Documentation of death and relationship may be requested.

Jury Duty/Subpoena Leave

In case of absence in response to jury duty and/or subpoena, the employee will receive regular base salary minus that paid by the court.

The employee shall receive regular base salary minus the subpoena fee received only if the subpoena is connected with an employee's fulfillment of job related duties.

The employee shall turn in the summons to their supervisor to be attached to their absence report and/or time sheet. The employee will have thirty (30) days to turn in a copy of the check received from the court. If the check copy is not received within thirty (30) days, the employee's pay will be reversed until the copy is provided.

Salary will not be paid for time lost due to employee initiated suits against the West Lafayette Community School Corporation unless acting as a witness for the Corporation.

Professional Leave

The employee desiring to attend national, state or regional educational meetings shall submit a written request to the Director of Facilities. Request for reimbursement within established budget for travel, food, lodging and registration fees shall be submitted for approval or denial. If approved, the employee shall receive payment through payroll.

Leave Without Pay

As a general rule a leave without pay will not be granted. Should the employee have a unique one-time situation arise for which the employee believes time off without pay is warranted, a written request may be made to the Director of Facilities. This request should contain the requested leave dates and a rationale. The Director of Facilities of Schools will provide a timely written response.

V. PERSONNEL INFORMATION

Payroll

Employees are paid on the 5th and 20th of each month. If this day falls on a bank holiday or weekend, the employee will be paid on the prior business day.

Employees are required to use direct deposit to receive their pay. Any change to direct deposit bank account(s) is the responsibility of the employee, a new form is to be completed and turned in to the business office.

Effective 9/1/2018, all employees will be required to be "paperless" with regard to payroll direct deposit notices.

All non-exempt employees will be required to maintain a record of hours worked, to be submitted to payroll on the frequency required.

Payroll Deductions

Employees may request, in writing, that specified amounts be deducted from their salary. Written requests must be submitted to, approved by and kept on file with the business office. The WLCSC to the employee's specified organizations or program shall remit all amounts to be deducted.

All deductions shall remain in effect unless a written authorization to change is submitted to the business office.

It shall be understood that employees shall be directly responsible for payments to the designated organization or program if the employee's pay is not sufficient to cover such obligations.

The West Lafayette Community School Corporation shall not be responsible or liable based upon the form or manner of deductions, lack of deductions or payments.

The West Lafayette Community School Corporation shall not be responsible or liable based upon the form or manner of deductions, lack of deductions or payments.

Evaluations

To be eligible for any future pay increase, an employee must have an evaluation that shows effective or highly effective. The employee's pay increase will be determined by an index factor approved by the School Board.

Mileage Allowance

Employees required to use their personal automobile in order to perform their work assignments shall be granted a mileage allotment. Reimbursement shall be in accordance with the rate approved by the Board of School Trustees.

An appropriate form must be completed in full and approved by the Director of Facilities prior to reimbursement. Claim reimbursement forms are to be submitted to the corporation business office monthly, employee shall receive payment through payroll.

Change Name, Address, Telephone Number

Any change of name, address, or telephone number shall be reported to the school corporation personnel office, in writing, within ten (10) workdays.

VI. RETIREMENT

PERF – Annuity

Employees hired before January 1, 2008, with continuous employment with West Lafayette Community School Corporation, and who work more than six hundred (600) hours per year, may participate in the Indiana Public Employees Retirement Fund, and must abide by PERF rules and regulations regarding membership, etc.

Employees hired on or after January 1, 2008, and who work more than six hundred (600) hours per year, will participate in the West Lafayette classified employee annuity program. A contribution of 4% shall be remitted to the employee's 401(a) account established by the school district. The employee shall have vesting rights after five years of employment with the school corporation.

Supplementary Benefits

An employee who chooses to retire shall receive supplementary retirement benefits if the following criteria are met:

1. The employee must have at least twenty (20) years employment in any capacity in the West Lafayette Community School Corporation.
2. Only years of service in the West Lafayette Community School Corporation shall be used in calculating retirement pay benefits.
3. The employee must be a full-time employee (minimum 30 hours per week).
4. The employee's age and years of service with the West Lafayette Community School Corporation total sixty (60).

A written intent to retire must be filed with the Superintendent of Schools ninety (90) days prior to retirement. Certification of intent to retire may be revoked with reasonable notice at the employee's option unless a replacement has been hired or the job position eliminated. If an employee is forced to retire due to illness, accident, or other acceptable reason, the Superintendent of Schools may waive the ninety (90) day requirement.

Supplementary Retirement Benefit Calculation

Employees hired before January 1, 2012 Supplementary Retirement Benefits shall be calculated as follows:

- Daily Rate (EE's last pay rate) X number of days of accumulated sick leave (maximum of 160 days) X number of years of employment in the West Lafayette Community School Corporation divided by 80.

Employees hired after January 1, 2012 Supplementary Retirement Benefits shall be calculated as follows:

- \$50.00 times number of accumulated sick days
- Not to exceed four thousand five hundred dollars (\$4500.00) for 12-month employees.

Supplemental Retirement Plan

When a classified employee retires, and was a full-time employee (7.5 hours per day or more, and 180 days or more per year), he or she may be eligible for the following contribution to a post-retirement severance 403(b) account, based upon years of service at WLCSC, and further conditions listed below.

10-15 years of continuous service: \$750 per year

16-20 years of continuous service: \$1,000 per year (maximum 20 years)

To be eligible for this benefit, classified employees must be considered effective or highly effective employees, and receive a recommendation from their supervisor to receive this benefit. An employee who is asked to leave, or whose employment is terminated, is not eligible for this benefit.

VII. INSURANCE

****F.T.E. is equal to 40 hours per week****

Hospitalization, Surgery, and Major Medical Insurance

Employees currently enrolled in benefits shall be provided hospitalization, surgical, and major medical insurance protection to the employee for a full twelve (12) month period using the following criteria:

- | | |
|--------------------|----------------------------------------------------------|
| A. Employee Only | 95% of premium will be paid by the School Corporation |
| B. Employee/Child | 74.15% of premium will be paid by the School Corporation |
| C. Employee/Spouse | 63.55% of premium will be paid by the School Corporation |
| D. Employee/Family | 53.38% of premium will be paid by the School Corporation |

Newly hired employees as of January 1, 2012, who are at 75% F.T.E. shall be provided hospitalization, surgery, and major medical insurance protection to the employee for a full twelve (12) month period based on the following criteria:

- The School Corporation shall pay 95% of the premium for each employee who elects a single plan.
- The School Corporation shall contribute the cost of a single plan towards the premium for each employee who elects a family plan.

Employees who elect not to participate in the corporation's health insurance shall receive an annual payment of six hundred dollars (\$600.00), less appropriate state and federal wage deductions. An employee making this election will not be allowed to enroll in the group insurance plan during the year unless the employee has a new eligible dependent, has lost coverage due to the death of a spouse, has lost coverage due to divorce, or lost coverage due to layoff of spouse (amount will be pro-rated). The yearly cash payment of \$600 will be paid in two installments, 1/2 on the second pay of June and 1/2 on the first pay of September during the enrollment year that coverage was declined.

Newly hired employees as of January 1, 2012, who are at between 50% F.T.E. & 75% F.T.E. may participate in the group medical insurance plan by personally paying the premium cost.

Dental Insurance

Employees currently enrolled in benefits shall be provided dental insurance protection to the employee for a full twelve (12) month period using the following criteria:

- | | |
|-------------------|----------------------------------------------------------------|
| A. Employee Only | \$206.50 toward premium will be paid by the School Corporation |
| B. Employee/Child | \$413.38 toward premium will be paid by the School Corporation |

C. Employee/Spouse	\$403.68 toward premium will be paid by the School Corporation
D. Employee/Family	\$702.62 toward premium will be paid by the School Corporation

Newly hired employees as of January 1, 2012 may participate in the group dental insurance programs by personally paying the premium cost.

Vision Insurance

Employees may participate in the group vision insurance programs by personally paying the premium cost.

Life Insurance

For employees hired January 1, 2009 or thereafter, the School Corporation will provide paid life insurance rounded to the \$10,000 level above your salary. Employees are required to pay a minimum of one (1) dollar for the plan.

The policy of life insurance provided by the Administration shall contain an accidental death (double indemnity) and a dismemberment rider to said policy.

Liability (Umbrella) Insurance

The employee is covered under the WLCSC's umbrella liability insurance policy.

Workers' Compensation Insurance

The Administration shall provide Workers' compensation insurance for all employees. Procedures to be followed in case of an injury during the regular course of employment are posted in the employee's individual buildings.

Employees must report all job-related injuries to their supervisor immediately, even if medical treatment does not seem necessary at the time. Serious accidents should also be reported to the business office (269-4008) by telephone.

An employee accident report shall be completed and forwarded to the West Lafayette Community School Corporation business office within 24 hours. If, after filing the initial accident report, additional information is received regarding treatment or lost time, the business office is to be notified.

Should report of employee's on-the-job accident or injury not be reported as heretofore set forth, the employee may be considered to have waived this benefit.

All charges incurred for job-related injuries will be submitted to our Workers' Compensation Insurance carrier. *Charges should not be claimed on an employee's medical insurance.*

For further information, clarification and understanding as to the employee's benefit, the employee should contact the business office.

VIII. EFFECT OF THE HANDBOOK

Severability

If any provision of the Handbook or any application of this Handbook to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications of the Handbook shall continue in full force and effect.

The parties mutually agree that this handbook contains the entire handbook and understanding between the parties thereby superseding all previous oral or written handbooks. This handbook may not be changed or amended except by a written instrument signed by both parties.

IX. COMPENSATION SCHEDULE
(This is the base wage schedule)

Minimum Rate of Pay: \$10.00/hour

Custodian Sub Rate of Pay \$8.50 per hour

Administration is authorized to pay accordingly based on experience, education, qualifications, and market demands.

X. AGREEMENT

By _____
Alan Karpick, Board President

Date Signed _____

By _____

Date Signed _____

APPENDIX A

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION NON-DISCRIMINATION POLICY

It is the stated policy of the West Lafayette Community School Corporation not to discriminate on the basis of race, color, religion, national origin, sex or handicaps.

Each year it is our intent to remind students and parents that this non-discrimination policy applies to student's access to courses and programs, to physical education and athletics, to counseling and guidance, to vocational education programs, to financial assistance, to extracurricular activities, and to other matters related to students.

Staff members are assured of non-discrimination in employment, salary and fringe benefits, promotion, retirement benefits, and other staff benefits.

A Compliance Officer has been appointed for the West Lafayette Community School Corporation. It is his responsibility to see that both the "letter" and the intent of this non-discrimination policy are followed.

Inquiries, informal or formal complaints should be addressed to the Title IX, Section 504, and American with Disabilities Act Coordinator:

**Rocky Killion
West Lafayette Community School Corporation
Floyd Administration Center
1130 N. Salisbury St., West Lafayette, IN 47906
Phone: 765-746-1641 – Fax: 765-746-1644**

It should be noted that previous training or experience, prerequisite classes, skills level, etc. may be appropriate entry requirements.

The West Lafayette Community School Corporation is committed to equal opportunity. It is an Equal Opportunity Employer and does not discriminate on the basis of age, race, color, religion, sex, handicapping conditions, or national origin, including limited English proficiency, in an employment opportunity. No person is excluded from participation in, denied the benefits of, or otherwise subjected to unlawful discrimination on such basis under any educational program or student activity.

If you have experienced discrimination in such educational programs or activities, written inquiries about procedures that are available and for consideration of complaints alleging such discrimination should be directed to Superintendent, West Lafayette Community School Corporation, 1130 N. Salisbury West Lafayette, Indiana 47906. Phone: 765/746-1641.

**"LIMITED ENGLISH PROFICIENCY WILL NOT BE A BARRIER TO ADMISSION AND PARTICIPATION IN
VOCATIONAL EDUCATION"**

APPENDIX B

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



APPENDIX C
WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION
MAINTENANCE/CUSTODIAL EMPLOYEE EVALUATION

EMPLOYEE'S NAME _____ DATE _____

BUILDING _____

	Needs Improvement or Ineffective	Effective	Highly Effective
Appropriate Dress & Appearance			
Attendance			
Punctuality			
Dependability			
Positive Attitude			
Initiative			
Work Quality			
Work Quantity			
Safety Awareness			
Safety Practices			
Leadership Ability			
Supervision Skills			
Organizational Skills			

Supervisor's Comments (Any item marked "Needs Improvement" or "Ineffective" should be explained here.)

Commendations	Recommendations for Improvement
1.	1.
2.	2.
3.	3.
Comments	Comments:

Recommended for continued employment _____
YesNo

Evaluated by (signature)		Date:	
Employee (signature)		Date:	

APPENDIX D

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION ACKNOWLEDGMENT FORM

I _____ on _____
Name Date

received a copy of the current CLASSIFIED HANDBOOK. I have read and fully understand the contents of these instructions. I am aware I must follow these procedures and guidelines during my employment with the WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION. I further understand that the Corporation may change, add to or delete any policies or provisions in this Handbook from time to time, in its sole discretion.

I understand that this Handbook is not intended as either an express or implied contract of any kind and does not constitute a contract of employment between the Corporation and me or any of the Corporation's employees for any specific or fixed duration of employment.

I understand that every CLASSIFIED employee has an at-will relationship with the Corporation.

Employee Signature

PUPIL SUPPORT PERSONNEL
HANDBOOK
(Registered Nurse)

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION

Adopted December 7, 2020

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I. SCOPE OF HANDBOOK

This Handbook shall pertain to full-time employees of the West Lafayette Community School Corporation who are classified as Pupil Support Personnel.

II. NEW EMPLOYEE

Probationary Period

All new employees will serve a probationary period of thirty (30) workdays. No later than two days prior to the completion of the probationary period the employee shall receive a written evaluation concerning the employee's work performance to date. This evaluation shall be used to determine if the employee will be employed on a regular basis, terminated, or have the probationary period extended. The probationary period may be extended only one time for a period not to exceed thirty (30) workdays. During the extension, the employee shall be evaluated at least twice to determine job performance abilities. At the end of the extended probationary period, the employee shall be employed on a regular basis or terminated.

During the probationary period:

1. New employees shall be placed as appropriately as possible on the salary schedule. Previous experience will be considered, but is not the sole criteria for salary placement.
2. The official employment date of the employee shall be the first day of full-time regularly scheduled work on the school corporation payroll report.
3. Sick days and bereavement days shall not be compensated.
4. Requests for FMLA, family illness leave, personal business leave, and leave without pay shall not be granted.
5. Holiday pay shall be granted if the employee worked and was compensated for the regularly scheduled day prior to and the regularly scheduled day following the holiday.
6. If eligible for insurance benefits, coverage will begin the 1st of the month following the first full month worked.

Upon satisfactory completion of the probationary period, sick days, family illness leave and personal business leave shall be pro-rated for the remainder of the year.

III. WORKING CONDITIONS

Responsibilities & Duties

Nurses shall be licensed registered nurses.

Home-School Facilitators shall be licensed.

The employee shall be responsible to the immediate supervisor and/or building principal or administrator. Any question in this area should be directed to the building principal or Superintendent of Schools.

Emergency Closing/Delay

Classes Delayed System-Wide

When weather conditions are such that student classes are delayed, the employee is expected to report at the discretion of the Principal, or as is safe and possible. The employee will be paid regular hourly rate for hours worked.

Classes Cancelled System-Wide

If classes for students are cancelled and teachers also are not in attendance, the employee need not report for work. The employee shall work when the cancelled day is made up. No pay shall be given for days not worked.

Short-Term Individual School Closing

In the event of short-term individual school closing, the guidelines above shall normally apply. However, in these situations, the administration retains the authority to assign the employee to other locations as deemed necessary. This may include the first cancelled day.

Overtime

Overtime shall not be worked and/or compensated without advance approval of the Building Principal and the Chief Financial Officer.

Overtime shall be compensated at the rate of 1.5 times the regular hourly salary for hours worked in excess of forty (40) hours per week.

Paid holidays and bereavement days shall be considered as days worked for the purposes of determining eligibility for overtime pay.

Holidays

The employee will receive regular pay for the following six (6) holidays:

Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, MLK Day, *Veteran's Day (to be taken the day after Thanksgiving)

An employee shall be eligible to receive pay for a holiday provided (s)he works the last scheduled working day before the holiday and the scheduled working day after the holiday.

Should an employee be absent on either or both of the aforementioned scheduled working days due to illness, the employee shall be eligible to receive pay for the holiday as long as proper notification of illness is given to the employee's supervisor.

IV. LEAVES

****Leave will be pro-rated based on hire date.****

Leave is allocated after the 30-day probationary period. Any employee that terminates employment throughout the year will be required to pay back the school corporation any monies paid for leave used, but unearned. Leave shall be taken in half or full-day increments.

Personal Business Leave

Employees hired before January 1, 2012 shall be given four (4) personal business days per year.

Employees hired after January 1, 2012 shall be given three (3) personal business days per year.

Personal business days shall be for business of a nature that cannot be scheduled outside of work hours. Personal business days are not to be used for extending a vacation, providing free time off with pay, or for any other reason except business of a personal nature, which cannot be scheduled outside of a workday.

Under normal circumstances, personal business leave requests must be submitted to the appropriate administrator three (3) days prior to the leave.

Personal leave requests for days preceding and following weekends, holidays, vacations, etc., must include a reason for the request and are subject to review prior to approval or disapproval.

At the close of each year unused personal business days shall be applied to the accumulated sick leave until the maximum number of days is reached.

Sick Leave

Employees shall be given nine (9) sick leave days each year. The purpose of sick leave is to protect the employee's income during periods of personal illness. Employees may be required, by Supervisor, to present a doctor's note.

If, in any one work year the employee shall be absent less than the prescribed number of days, the unused sick leave days shall be accumulated up to 183 days.

Family Medical Leave Act *Contact your Administrator to obtain the necessary form(s)

See Appendix B for FMLA guidelines.

Family Illness Leave *Contact your Administrator to obtain the necessary form(s)

The employee may use a maximum of eight (8) sick leave days per year (deducted from the accumulated sick leave days) in case of serious illness, major surgery, or serious accident involving an immediate family member (dependent, spouse, mother, father, or a member of household).

Maternity Leave *Contact your Administrator to obtain the necessary form(s)

An employee who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

1. An employee who is pregnant is entitled to a leave of absence at any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent of Schools at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of Schools of the expected length of this leave. In case of a medical emergency caused by pregnancy, the employee shall be granted a leave, as otherwise provided in this section, immediately upon request.
2. All or part of a leave taken by the employee because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the employee is not entitled to take accumulated sick leave days when the employee's physician certifies that the employee is capable of performing her regular employee duties. The employee is entitled to complete the remaining leave without pay. This leave may be taken without jeopardy to re-employment, retirement or salary benefits, and seniority rights.
3. When the leave is requested, the employee shall select one of the following options for length of leave:
 - a. The employee shall notify the Superintendent of Schools of the expected length of her leave and the expected date of her return or
 - b. The employee, the principal, and the Superintendent of Schools shall discuss and mutually agree upon the return date.
 - c. In the event the employee wishes to change the expected beginning and/or ending dates of a previously arranged maternity leave, the employee shall use option (b) immediately above.
4. The employee who desires a maternity leave shall have her physician complete the appropriate leave forms.

Bereavement Leave

In the case of death(s) within the immediate family, the employee shall be entitled to be absent from work without loss of compensation for a period extending up to five (5) workdays per death. Such bereavement leave shall be exhausted no later than eight (8) calendar days beyond such death(s), but extenuating circumstances subject to approval by the Building Principal or Administrator may warrant an extension of the eight (8) day time limitation. Immediate family is interpreted as including husband, wife, child, sister, brother, mother, father, grandchild, grandparent, and each similar relationship established by marriage, and any other relative or legal dependent who, at the time of death, was living as a member of the household. In the case of the death of and great-grandparent, aunt, uncle, niece, nephew or first cousin, and each similar relationship established by marriage, the employee is entitled to one (1) bereavement leave without loss of pay.

Documentation of death and relationship may be requested.

Jury Duty/Subpoena Leave

In case of absence in response to jury duty and/or subpoena, the employee will receive regular base salary minus that paid by the court.

The employee shall receive regular base salary minus the subpoena fee received only if the subpoena is connected with an employee's fulfillment of job related duties.

The employee shall turn in the summons to their supervisor to be attached to their absence report and/or time sheet. The employee will have thirty (30) days to turn in a copy of the check received from the court. If the check copy is not received within thirty (30) days, the employee's pay will be reversed until the copy is provided.

Salary will not be paid for time lost due to employee initiated suits against the West Lafayette Community School Corporation unless acting as a witness for the Corporation.

Professional Leave

The employee desiring to attend national, state or regional educational meetings shall submit a written request to the Building Principal and/or Administrator. Request for reimbursement within established budget for travel, food, lodging and registration fees shall be submitted for approval or denial. If approved, the employee shall receive payment through payroll.

Leave Without Pay

As a general rule a leave without pay will not be granted. Should the employee have a unique one-time situation arise for which the employee believes time off without pay is warranted, a written request may be made to the Superintendent of Schools. This request should contain the requested leave dates and a rationale. The Superintendent of Schools will provide a timely written response.

V. PERSONNEL INFORMATION

Payroll

Employees are paid on the 5th and 20th of each month. If this day falls on a bank holiday or weekend, the employee will be paid on the prior business day.

Employees are required to use direct deposit to receive their pay. Any change to direct deposit bank account(s) is the responsibility of the employee, a new form is to be completed and turned in to the business office.

Effective 9/1/2018, all employees will be required to be "paperless" with regard to payroll direct deposit notices.

All non-exempt employees will be required to maintain a record of hours worked, to be submitted to payroll on the frequency required.

Payroll Deductions

Employees may request, in writing, that specified amounts be deducted from their salary. Written requests must be submitted to, approved by and kept on file with the business office. The WLCSC to the employee's specified organizations or program shall remit all amounts to be deducted.

All deductions shall remain in effect unless a written authorization to change is submitted to the business office.

It shall be understood that employees shall be directly responsible for payments to the designated organization or program if the employee's pay is not sufficient to cover such obligations.

The West Lafayette Community School Corporation shall not be responsible or liable based upon the form or manner of deductions, lack of deductions or payments.

Evaluations

To be eligible for any future pay increase, an employee must have an evaluation that shows effective or highly effective. The employee's pay increase will be determined by an index factor approved by the School Board.

Mileage Allowance

Employees required to use their personal automobile in order to perform their work assignments shall be granted a mileage allotment. Reimbursement shall be in accordance with the rate approved by the Board of School Trustees.

An appropriate form must be completed in full and approved by the immediate supervisor and or Building Principal or Administrator prior to reimbursement. Claim reimbursement forms are to be submitted to the corporation business office monthly, employee shall receive payment through payroll.

Change Name, Address, Telephone Number

Any change of name, address, or telephone number shall be reported to the school corporation personnel office, in writing, within ten (10) workdays.

VI. RETIREMENT

PERF – Annuity

Employees hired before January 1, 2008, with continuous employment with West Lafayette Community School Corporation, and who work more than six hundred (600) hours per year, may participate in the Indiana Public Employees Retirement Fund, and must abide by PERF rules and regulations regarding membership, etc.

Employees hired on or after January 1, 2008, and who work more than six hundred (600) hours per year, will participate in the West Lafayette classified employee annuity program. A contribution of 4% shall be remitted to the employee's 401(a) account established by the school district. The employee shall have vesting rights after five years of employment with the school corporation.

Supplementary Benefits

An employee who chooses to retire shall receive supplementary retirement benefits if the following criteria are met:

1. The employee must have at least twenty (20) years employment in any capacity in the West Lafayette Community School Corporation.
2. Only years of service in the West Lafayette Community School Corporation shall be used in calculating retirement pay benefits.
3. The employee must be a full-time employee (minimum 30 hours per week).
4. The employee's age and years of service with the West Lafayette Community School Corporation total sixty (60).

A written intent to retire must be filed with the Superintendent of Schools ninety (90) days prior to retirement. Certification of intent to retire may be revoked with reasonable notice at the employee's option unless a replacement has been hired or the job position eliminated. If an employee is forced to retire due to illness, accident, or other acceptable reason, the Superintendent of Schools may waive the ninety (90) day requirement.

Supplementary Retirement Benefit Calculation

Employees hired before January 1, 2012 Supplementary Retirement Benefits shall be calculated as follows:

- Daily Rate (EE's last pay rate) X number of days of accumulated sick leave (maximum of 160 days) X number of years of employment in the West Lafayette Community School Corporation divided by 80.

Employees hired after January 1, 2012 Supplementary Retirement Benefits shall be calculated as follows:

- \$50.00 times number of accumulated sick days
- Not to exceed three thousand dollars (\$3000.00).

Supplemental Retirement Plan

When a classified employee retires, and was a full-time employee (7.5 hours per day or more, and 180 days or more per year), he or she may be eligible for the following contribution to a post-retirement severance 403(b) account, based upon years of service at WLCSC, and further conditions listed below.

10-15 years of continuous service: \$750 per year

16-20 years of continuous service: \$1,000 per year (maximum 20 years)

To be eligible for this benefit, classified employees must be considered effective or highly effective employees, and receive a recommendation from their supervisor to receive this benefit. An employee who is asked to leave, or whose employment is terminated, is not eligible for this benefit.

VII. INSURANCE

****F.T.E. is equal to 40 hours per week****

Hospitalization, Surgery, and Major Medical Insurance

Employees currently enrolled in benefits shall be provided hospitalization, surgical, and major medical insurance protection to the employee for a full twelve (12) month period using the following criteria:

- | | |
|--------------------|----------------------------------------------------------|
| A. Employee Only | 95% of premium will be paid by the School Corporation |
| B. Employee/Child | 74.15% of premium will be paid by the School Corporation |
| C. Employee/Spouse | 63.55% of premium will be paid by the School Corporation |
| D. Employee/Family | 53.38% of premium will be paid by the School Corporation |

Newly hired employees as of January 1, 2012, who are at 75% F.T.E. shall be provided hospitalization, surgery, and major medical insurance protection to the employee for a full twelve (12) month period based on the following criteria:

- A. The School Corporation shall pay 95% of the premium for each employee who elects a single plan.
- B. The School Corporation shall contribute the cost of a single plan towards the premium for each employee who elects a family plan.

Employees who elect not to participate in the corporation's health insurance shall receive an annual payment of six hundred dollars (\$600.00), less appropriate state and federal wage deductions. An employee making this election will not be allowed to enroll in the group insurance plan during the year unless the employee has a new eligible dependent, has lost coverage due to the death of a spouse, has lost coverage due to divorce, or lost coverage due to layoff of spouse (amount will be pro-rated). The yearly cash payment of \$600 will be paid in two installments, 1/2 on the second pay of June and 1/2 on the first pay of September during the enrollment year that coverage was declined.

Newly hired employees as of January 1, 2012, who are at between 50% F.T.E. & 75% F.T.E. may participate in the group medical insurance plan by personally paying the premium cost.

Dental Insurance

Employees currently enrolled in benefits shall be provided dental insurance protection to the employee for a full twelve (12) month period using the following criteria:

- | | |
|--------------------|----------------------------------------------------------------|
| A. Employee Only | \$206.50 toward premium will be paid by the School Corporation |
| B. Employee/Child | \$413.38 toward premium will be paid by the School Corporation |
| C. Employee/Spouse | \$403.68 toward premium will be paid by the School Corporation |
| D. Employee/Family | \$702.62 toward premium will be paid by the School Corporation |

Newly hired employees as of January 1, 2012 may participate in the group dental insurance programs by personally paying the premium cost.

Vision Insurance

Employees may participate in the group vision insurance programs by personally paying the premium cost.

Life Insurance

The School Corporation will provide paid life insurance rounded to the \$10,000 level above your salary. Employees are required to pay a minimum of one (1) dollar for the plan.

The policy of life insurance provided by the Administration shall contain an accidental death (double indemnity) and a dismemberment rider to said policy.

Liability (Umbrella) Insurance

The employee is covered under the WLCSC's umbrella liability insurance policy.

Workers' Compensation Insurance

The Administration shall provide Workers' compensation insurance for all employees. Procedures to be followed in case of an injury during the regular course of employment are posted in the employee's individual buildings.

Employees must report all job-related injuries to their supervisor immediately, even if medical treatment does not seem necessary at the time. Serious accidents should also be reported to the business office (269-4008) by telephone.

An employee accident report shall be completed and forwarded to the West Lafayette Community School Corporation business office within 24 hours. If, after filing the initial accident report, additional information is received regarding treatment or lost time, the business office is to be notified.

Should report of employee's on-the-job accident or injury not be reported as heretofore set forth, the employee may be considered to have waived this benefit.

All charges incurred for job-related injuries will be submitted to our Workers' Compensation Insurance carrier. *Charges should not be claimed on an employee's medical insurance.*

For further information, clarification and understanding as to the employee's benefit, the employee should contact the business office.

VIII. EFFECT OF THE HANDBOOK

Severability

If any provision of the Handbook or any application of this Handbook to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications of the Handbook shall continue in full force and effect.

The parties mutually agree that this handbook contains the entire handbook and understanding between the parties thereby superseding all previous oral or written handbooks. This handbook may not be changed or amended except by a written instrument signed by both parties.

IX. COMPENSATION SCHEDULE

Minimum Rate of Pay: \$27,258 per year

Sub Nurses \$20.00 per hour

X. AGREEMENT

By _____
Alan Karpick, Board President

Date Signed _____

By _____
Bradley Marley, Board Secretary

Date Signed _____

APPENDIX A

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION NON-DISCRIMINATION POLICY

It is the stated policy of the West Lafayette Community School Corporation not to discriminate on the basis of race, color, religion, national origin, sex or handicaps.

Each year it is our intent to remind students and parents that this non-discrimination policy applies to student's access to courses and programs, to physical education and athletics, to counseling and guidance, to vocational education programs, to financial assistance, to extracurricular activities, and to other matters related to students.

Staff members are assured of non-discrimination in employment, salary and fringe benefits, promotion, retirement benefits, and other staff benefits.

A Compliance Officer has been appointed for the West Lafayette Community School Corporation. It is his responsibility to see that both the "letter" and the intent of this non-discrimination policy are followed.

Inquiries, informal or formal complaints should be addressed to the Title IX, Section 504, and American with Disabilities Act Coordinator:

**Rocky Killion
West Lafayette Community School Corporation
Floyd Administration Center
1130 N. Salisbury St., West Lafayette, IN 47906
Phone: 765-746-1641 – Fax: 765-746-1644**

It should be noted that previous training or experience, prerequisite classes, skills level, etc. may be appropriate entry requirements.

The West Lafayette Community School Corporation is committed to equal opportunity. It is an Equal Opportunity Employer and does not discriminate on the basis of age, race, color, religion, sex, handicapping conditions, or national origin, including limited English proficiency, in an employment opportunity. No person is excluded from participation in, denied the benefits of, or otherwise subjected to unlawful discrimination on such basis under any educational program or student activity.

If you have experienced discrimination in such educational programs or activities, written inquiries about procedures that are available and for consideration of complaints alleging such discrimination should be directed to Superintendent, West Lafayette Community School Corporation, 1130 N. Salisbury West Lafayette, Indiana 47906. Phone: 765/746-1641.

**"LIMITED ENGLISH PROFICIENCY WILL NOT BE A BARRIER TO ADMISSION AND PARTICIPATION IN
VOCATIONAL EDUCATION"**

APPENDIX B

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 · Revised F

APPENDIX C

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION SCHOOL NURSE EVALUATION

EMPLOYEE'S NAME _____ DATE _____

BUILDING _____

	Needing Improvement or Ineffective	Effective	Highly Effective
Communication			
Work quality			
Accuracy			
Judgment			
Orderliness			
Courtesy			
Cooperation			
Appearance			
Attendance			
Punctuality			
Dependability			
Safety consciousness			

Supervisor's Comments (Any item marked "Needs Improvement" or "Ineffective" should be explained here.)

Commendations	Recommendations for Improvement
1.	1.
2.	2.
3.	3.
Comments	Comments:

Recommended for continued employment _____
Yes
No

Evaluated by (signature)		Date:	
Employee (signature)		Date:	

APPENDIX E

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION ACKNOWLEDGMENT FORM

I _____ on _____
Name Date

received a copy of the current CLASSIFIED HANDBOOK. I have read and fully understand the contents of these instructions. I am aware I must follow these procedures and guidelines during my employment with the WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION. I further understand that the Corporation may change, add to or delete any policies or provisions in this Handbook from time to time, in its sole discretion.

I understand that this Handbook is not intended as either an express or implied contract of any kind and does not constitute a contract of employment between the Corporation and me or any of the Corporation's employees for any specific or fixed duration of employment.

I understand that every CLASSIFIED employee has an at-will relationship with the Corporation.

Employee Signature

TECHNOLOGY SPECIALISTS
HANDBOOK

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION

Adopted December 7, 2020

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I. SCOPE OF HANDBOOK

This handbook shall pertain to employees of the West Lafayette Community School Corporation who are classified as full-time Technology Personnel.

II. NEW EMPLOYEE

Probationary Period

All new employees will serve a probationary period of thirty (30) workdays. No later than two days prior to the completion of the probationary period the employee shall receive a written evaluation concerning the employee's work performance to date. This evaluation shall be used to determine if the employee will be employed on a regular basis, terminated, or have the probationary period extended. The probationary period may be extended only one time for a period not to exceed thirty (30) workdays. During the extension, the employee shall be evaluated at least twice to determine job performance abilities. At the end of the extended probationary period, the employee shall be employed on a regular basis or terminated.

During the probationary period:

1. New employees shall be placed as appropriately as possible on the salary schedule. Previous experience will be considered, but is not the sole criteria for salary placement.
2. The official employment date of the employee shall be the first day of full-time regularly scheduled work on the school corporation payroll report.
3. Sick days and bereavement days shall not be compensated.
4. Requests for FMLA, family illness leave, personal business leave, and leave without pay shall not be granted.
5. Holiday pay shall be granted if the employee worked and was compensated for the regularly scheduled day prior to and the regularly scheduled day following the holiday.
6. If eligible for insurance benefits, coverage will begin the 1st of the month following the first full month worked.

Upon satisfactory completion of the probationary period, sick days, family illness leave and personal business leave shall be pro-rated for the remainder of the year.

III. WORKING CONDITIONS

Responsibilities & Duties

The employee shall be responsible to the immediate supervisor and/or Building Principal or Administrator. Any question in this area should be directed to the Building Principal or Administrator.

Emergency Closing/Delay

Classes Delayed or Cancelled System-Wide

When weather conditions are such that student classes are delayed or cancelled, the employee is expected to report for duty as usual, or as is safe and possible. The employee will be paid regular hourly rate for hours worked.

Short-Term Individual School Closing

In the event of short-term individual school closing, the guidelines above shall normally apply. However, in these situations, the administration retains the authority to assign the employee to other locations as deemed necessary. This may include the first cancelled day.

Overtime

Overtime shall not be worked and/or compensated without advance approval of the Building Principal or Administrator and the Chief Financial Officer.

Overtime shall be compensated at the rate of 1.5 times the regular hourly salary for hours worked in excess of forty (40) hours per week.

Paid holidays and bereavement days shall be considered as days worked for the purposes of determining eligibility for overtime pay.

Holidays

The employee will receive regular pay for the following ten (10) holidays:

Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, MLK Day, *Veteran's Day (to be taken the day after Thanksgiving), Memorial Day, and July 4th

An employee shall be eligible to receive pay for a holiday provided (s)he works the last scheduled working day before the holiday and the scheduled working day after the holiday.

Should an employee be absent on either or both of the aforementioned scheduled working days due to illness, the employee shall be eligible to receive pay for the holiday as long as proper notification of illness is given to the employee's supervisor.

IV. LEAVES

****Leave will be pro-rated based on hire date.****

Leave is allocated after the 30-day probationary period. Any employee that terminates employment throughout the year will be required to pay back the school corporation any monies paid for leave used, but unearned. Leave shall be taken in half or full-day increments.

Vacation Leave

Employees shall receive (1) week vacation (pro-rated if necessary) to be taken during the first handbook year.

Each handbook year, an employee who has worked during the previous handbook year shall be granted vacation based upon the following schedule:

- | | |
|--------------------------------------------------|-----------------------|
| a) Second through fifth year of employment | 10 work days vacation |
| b) Sixth through tenth year of employment | 12 work days vacation |
| c) Eleventh through twentieth year of employment | 15 work days vacation |
| d) Over twenty years of employment | 20 work days vacation |

Employee may not accrue more than 1.5 times the allotted, earned vacation time.

Designated holidays occurring during the vacation period of an employee shall not be charged as vacation time.

In all cases, vacation dates will be selected in such a manner that sufficient 12 month personnel are on duty throughout the vacation periods. Vacation requests shall be approved by the immediate supervisor.

An employee who has resigned and been rehired shall be treated as a new employee relative to vacation.

Personal Business Leave

Employees shall be given four (4) personal business days per year.

Personal business days shall be for business of a nature that cannot be scheduled outside of work hours. Personal business days are not to be used for extending a vacation, providing free time off with pay, or for any other reason except business of a personal nature, which cannot be scheduled outside of a workday.

Under normal circumstances, personal business leave requests must be submitted to the appropriate administrator three (3) days prior to the leave.

Personal leave requests for days preceding and following weekends, holidays, vacations, etc., must include a reason for the request and are subject to review prior to approval or disapproval.

At the close of each year unused personal business days shall be applied to the accumulated sick leave until the maximum number of days is reached.

Sick Leave

Employees shall be given twelve (12) sick leave days each year. The purpose of sick leave is to protect the employee's income during periods of personal illness. Employees may be required, by Supervisor, to present a doctor's note.

If, in any one work year the employee shall be absent less than the prescribed number of days, the unused sick leave days shall be accumulated up to 183 days.

Family Medical Leave Act *Contact your Administrator to obtain the necessary form(s)

See Appendix B for FMLA guidelines.

Family Illness Leave *Contact your Administrator to obtain the necessary form(s)

The employee may use a maximum of eight (8) sick leave days per year (deducted from the accumulated sick leave days) in case of serious illness, major surgery, or serious accident involving an immediate family member (dependent, spouse, mother, father, or a member of household).

Maternity Leave *Contact your Administrator to obtain the necessary form(s)

An employee who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

1. An employee who is pregnant is entitled to a leave of absence at any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent of Schools at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of Schools of the expected length of this leave. In case of a medical emergency caused by pregnancy, the employee shall be granted a leave, as otherwise provided in this section, immediately upon request.
2. All or part of a leave taken by the employee because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the employee is not entitled to take accumulated sick leave days when the employee's physician certifies that the employee is capable of performing her regular employee duties. The employee is entitled to complete the remaining leave without pay. This leave may be taken without jeopardy to re-employment, retirement or salary benefits, and seniority rights.
3. When the leave is requested, the employee shall select one of the following options for length of leave:
 - a. The employee shall notify the Superintendent of Schools of the expected length of her leave and the expected date of her return or
 - b. The employee, the principal, and the Superintendent of Schools shall discuss and mutually agree upon the return date.
 - c. In the event the employee wishes to change the expected beginning and/or ending dates of a previously arranged maternity leave, the employee shall use option (b) immediately above.
4. The employee who desires a maternity leave shall have her physician complete the appropriate leave forms.

Bereavement Leave

In the case of death(s) within the immediate family, the employee shall be entitled to be absent from work without loss of compensation for a period extending up to five (5) workdays per death. Such bereavement leave shall be exhausted no later than eight (8) calendar days beyond such death(s), but extenuating circumstances subject to approval by the Building Principal or Administrator may warrant an extension of the eight (8) day time limitation.

Immediate family is interpreted as including husband, wife, child, sister, brother, mother, father, grandchild, grandparent, and each similar relationship established by marriage, and any other relative or legal dependent who, at the time of death, was living as a member of the household. In the case of the death of and great-grandparent, aunt, uncle, niece, nephew or first cousin, and each similar relationship established by marriage, the employee is entitled to one (1) bereavement leave without loss of pay.

Documentation of death and relationship may be requested.

Jury Duty/Subpoena Leave

In case of absence in response to jury duty and/or subpoena, the employee will receive regular base salary minus that paid by the court.

The employee shall receive regular base salary minus the subpoena fee received only if the subpoena is connected with an employee's fulfillment of job related duties.

The employee shall turn in the summons to their supervisor to be attached to their absence report and/or time sheet. The employee will have thirty (30) days to turn in a copy of the check received from the court. If the check copy is not received within thirty (30) days, the employee's pay will be reversed until the copy is provided.

Salary will not be paid for time lost due to employee initiated suits against the West Lafayette Community School Corporation unless acting as a witness for the Corporation.

Professional Leave

The employee desiring to attend national, state or regional educational meetings shall submit a written request to the Building Principal and/or Administrator. Request for reimbursement within established budget for travel, food, lodging and registration fees shall be submitted for approval or denial. If approved, the employee shall receive payment through payroll.

Leave Without Pay

As a general rule a leave without pay will not be granted. Should the employee have a unique one-time situation arise for which the employee believes time off without pay is warranted, a written request may be made to the Superintendent of Schools. This request should contain the requested leave dates and a rationale. The Superintendent of Schools will provide a timely written response.

V. PERSONNEL INFORMATION

Payroll

Employees are paid on the 5th and 20th of each month. If this day falls on the bank holiday or weekend, the employee will be paid on the prior business day.

Employees are required to use direct deposit to receive their pay. Any change to direct deposit bank accounts is the responsibility of the employee. A new form is to be completed and turned in to the business office.

Effective 9/1/2018, all employees will be required to be "paperless" with regard to payroll direct deposit notices.

All non-exempt employees will be required to maintain a record of hours worked, to be submitted to payroll on the frequency required.

Payroll Deductions

Employees may request, in writing, that specified amounts be deducted from their salary. Written requests must be submitted to, approved by and kept on file with the business office. The WLCSC to the employee's specified organizations or program shall remit all amounts to be deducted.

All deductions shall remain in effect unless a written authorization to change is submitted to the business office.

It shall be understood that employees shall be directly responsible for payments to the designated organization or program if the employee's pay is not sufficient to cover such obligations.

The West Lafayette Community School Corporation shall not be responsible or liable based upon the form or manner of deductions, lack of deductions or payments.

Evaluations

To be eligible for any future pay increase, an employee must have an evaluation that shows effective or highly effective. The employee's pay increase will be determined by an index factor approved by the School Board.

Mileage Allowance

Employees required to use their personal automobile in order to perform their work assignments shall be granted a mileage allotment. Reimbursement shall be in accordance with the rate approved by the Board of School Trustees.

An appropriate form must be completed in full and approved by the Building Principal or Administrator prior to reimbursement. Claim reimbursement forms are to be submitted to the corporation business office monthly, employee shall receive payment through payroll.

Change Name, Address, Telephone Number

Any change of name, address, or telephone number shall be reported to the school corporation personnel office, in writing, within ten (10) workdays.

VI. RETIREMENT

PERF – Annuity

Employees hired before January 1, 2008, with continuous employment with West Lafayette Community School Corporation, and who work more than six hundred (600) hours per year, may participate in the Indiana Public Employees Retirement Fund, and must abide by PERF rules and regulations regarding membership, etc.

Employees hired on or after January 1, 2008, and who work more than six hundred (600) hours per year, will participate in the West Lafayette classified employee annuity program. A contribution of 4% shall be remitted to the employee's 401(a) account established by the school district. The employee shall have vesting rights after five years of employment with the school corporation.

Supplementary Benefits

An employee who chooses to retire shall receive supplementary retirement benefits if the following criteria are met:

1. The employee must have at least twenty (20) years employment in any capacity in the West Lafayette Community School Corporation.
2. Only years of service in the West Lafayette Community School Corporation shall be used in calculating retirement pay benefits.
3. The employee must be a full-time employee (minimum 30 hours per week).
4. The employee's age and years of service with the West Lafayette Community School Corporation total sixty (60).

A written intent to retire must be filed with the Superintendent of Schools ninety (90) days prior to retirement. Certification of intent to retire may be revoked with reasonable notice at the employee's option unless a replacement has been hired or the job position eliminated. If an employee is forced to retire due to illness, accident, or other acceptable reason, the Superintendent of Schools may waive the ninety (90) day requirement.

Supplementary Retirement Benefit Calculation

Employees hired before January 1, 2012 Supplementary Retirement Benefits shall be calculated as follows:

- Daily Rate (EE's last pay rate) X number of days of accumulated sick leave (maximum of 160 days) X number of years of employment in the West Lafayette Community School Corporation divided by 80.

Employees hired after January 1, 2012 Supplementary Retirement Benefits shall be calculated as follows:

- \$50.00 times number of accumulated sick days
- Not to exceed four thousand five hundred dollars (\$4500.00) for 12-month employees.

Supplemental Retirement Plan

When a classified employee retires, and was a full-time employee (7.5 hours per day or more, and 180 days or more per year), he or she may be eligible for the following contribution to a post-retirement severance 403(b) account, based upon years of service at WLCSC, and further conditions listed below.

10-15 years of continuous service: \$750 per year

16-20 years of continuous service: \$1,000 per year (maximum 20 years)

To be eligible for this benefit, classified employees must be considered effective or highly effective employees, and receive a recommendation from their supervisor to receive this benefit. An employee who is asked to leave, or whose employment is terminated, is not eligible for this benefit.

VII. INSURANCE

****F.T.E. is equal to 40 hours per week****

Hospitalization, Surgery, and Major Medical Insurance

Employees currently enrolled in benefits shall be provided hospitalization, surgical, and major medical insurance protection to the employee for a full twelve (12) month period using the following criteria:

- | | |
|--------------------|----------------------------------------------------------|
| A. Employee Only | 95% of premium will be paid by the School Corporation |
| B. Employee/Child | 74.15% of premium will be paid by the School Corporation |
| C. Employee/Spouse | 63.55% of premium will be paid by the School Corporation |
| D. Employee/Family | 53.38% of premium will be paid by the School Corporation |

Newly hired employees as of January 1, 2012, who are at 75% F.T.E. shall be provided hospitalization, surgery, and major medical insurance protection to the employee for a full twelve (12) month period based on the following criteria:

- A. The School Corporation shall pay 95% of the premium for each employee who elects a single plan.
- B. The School Corporation shall contribute the cost of a single plan towards the premium for each employee who elects a family plan.

Employees who elect not to participate in the corporation's health insurance shall receive an annual payment of six hundred dollars (\$600.00), less appropriate state and federal wage deductions. An employee making this election will not be allowed to enroll in the group insurance plan during the year unless the employee has a new eligible dependent, has lost coverage due to the death of a spouse, has lost coverage due to divorce, or lost coverage due to layoff of spouse (amount will be pro-rated). The yearly cash payment of \$600 will be paid in two installments, 1/2 on the second pay of June and 1/2 on the first pay of September during the enrollment year that coverage was declined.

Newly hired employees as of January 1, 2012, who are at between 50% F.T.E. & 75% F.T.E. may participate in the group medical insurance plan by personally paying the premium cost.

Dental Insurance

Employees currently enrolled in benefits shall be provided dental insurance protection to the employee for a full twelve (12) month period using the following criteria:

- A. Employee Only \$206.50 toward premium will be paid by the School Corporation
- B. Employee/Child \$413.38 toward premium will be paid by the School Corporation
- C. Employee/Spouse \$403.68 toward premium will be paid by the School Corporation
- D. Employee/Family \$702.62 toward premium will be paid by the School Corporation

Newly hired employees as of January 1, 2012 may participate in the group dental insurance programs by personally paying the premium cost.

Vision Insurance

Employees may participate in the group vision insurance programs by personally paying the premium cost.

Life Insurance

The School Corporation will provide paid life insurance rounded to the \$10,000 level above your salary. Employees are required to pay a minimum of one (1) dollar for the plan.

The policy of life insurance provided by the Administration shall contain an accidental death (double indemnity) and a dismemberment rider to said policy.

Liability (Umbrella) Insurance

The employee is covered under the WLCSC's umbrella liability insurance policy.

Workers' Compensation Insurance

The Administration shall provide Workers' compensation insurance for all employees. Procedures to be followed in case of an injury during the regular course of employment are posted in the employee's individual buildings.

Employees must report all job-related injuries to their supervisor immediately, even if medical treatment does not seem necessary at the time. Serious accidents should also be reported to the business office (269-4008) by telephone.

An employee accident report shall be completed and forwarded to the West Lafayette Community School Corporation business office within 24 hours. If, after filing the initial accident report, additional information is received regarding treatment or lost time, the business office is to be notified.

Should report of employee's on-the-job accident or injury not be reported as heretofore set forth, the employee may be considered to have waived this benefit.

All charges incurred for job-related injuries will be submitted to our Workers' Compensation Insurance carrier. *Charges should not be claimed on an employee's medical insurance.*

For further information, clarification and understanding as to the employee's benefit, the employee should contact the business office.

VIII. EFFECT OF THE HANDBOOK

Severability

If any provision of the Handbook or any application of this Handbook to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications of the Handbook shall continue in full force and effect.

The parties mutually agree that this handbook contains the entire handbook and understanding between the parties thereby superseding all previous oral or written handbooks. This handbook may not be changed or amended except by a written instrument signed by both parties.

IX. COMPENSATION SCHEDULE

Minimum Rate of Pay: \$13.50 per hour

Administration is authorized to pay accordingly based on experience, education, qualifications, and market demands.

X. AGREEMENT

By _____
Alan Karpick, Board President

Date Signed _____

By _____

Date Signed _____

APPENDIX A

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION NON-DISCRIMINATION POLICY

It is the stated policy of the West Lafayette Community School Corporation not to discriminate on the basis of race, color, religion, national origin, sex or handicaps.

Each year it is our intent to remind students and parents that this non-discrimination policy applies to student's access to courses and programs, to physical education and athletics, to counseling and guidance, to vocational education programs, to financial assistance, to extracurricular activities, and to other matters related to students.

Staff members are assured of non-discrimination in employment, salary and fringe benefits, promotion, retirement benefits, and other staff benefits.

A Compliance Officer has been appointed for the West Lafayette Community School Corporation. It is his responsibility to see that both the "letter" and the intent of this non-discrimination policy are followed.

Inquiries, informal or formal complaints should be addressed to the Title IX, Section 504, and American with Disabilities Act Coordinator:

Rocky Killion
West Lafayette Community School Corporation
Floyd Administration Center
1130 N. Salisbury St., West Lafayette, IN 47906
Phone: 765-746-1641 – Fax: 765-746-1644

It should be noted that previous training or experience, prerequisite classes, skills level, etc. may be appropriate entry requirements.

The West Lafayette Community School Corporation is committed to equal opportunity. It is an Equal Opportunity Employer and does not discriminate on the basis of age, race, color, religion, sex, handicapping conditions, or national origin, including limited English proficiency, in an employment opportunity. No person is excluded from participation in, denied the benefits of, or otherwise subjected to unlawful discrimination on such basis under any educational program or student activity.

If you have experienced discrimination in such educational programs or activities, written inquiries about procedures that are available and for consideration of complaints alleging such discrimination should be directed to Superintendent, West Lafayette Community School Corporation, 1130 N. Salisbury West Lafayette, Indiana 47906. Phone: 765/746-1641.

**"LIMITED ENGLISH PROFICIENCY WILL NOT BE A BARRIER TO ADMISSION AND PARTICIPATION IN
VOCATIONAL EDUCATION"**

APPENDIX B

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 · Revised F

APPENDIX C

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION TECHNOLOGY SPECIALIST'S EVALUATION

EMPLOYEE'S NAME _____ DATE _____

BUILDING _____

	Needs Improvement or Ineffective	Effective	Highly Effective
Appropriate Dress & Appearance			
Attendance			
Punctuality			
Dependability			
Positive Attitude			
Initiative			
Work Quality			
Work Quantity			
Safety Awareness			
Safety Practices			
Leadership Ability			
Supervision Skills			
Organizational Skills			

Supervisor's Comments (Any item marked "Needs Improvement" or "Ineffective" should be explained here.)

Commendations	Recommendations for Improvement
1.	1.
2.	2.
3.	3.
Comments	Comments:

Recommended for continued employment _____
Yes
No

Evaluated by (signature)		Date:	
--------------------------	--	-------	--

Employee (signature)		Date:	
----------------------	--	-------	--

APPENDIX D

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION ACKNOWLEDGMENT FORM

I _____ on _____
Name
Date

received a copy of the current CLASSIFIED HANDBOOK. I have read and fully understand the contents of these instructions. I am aware I must follow these procedures and guidelines during my employment with the WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION. I further understand that the Corporation may change, add to or delete any policies or provisions in this Handbook from time to time, in its sole discretion.

I understand that this Handbook is not intended as either an express or implied contract of any kind and does not constitute a contract of employment between the Corporation and me or any of the Corporation's employees for any specific or fixed duration of employment.

I understand that every CLASSIFIED employee has an at-will relationship with the Corporation.

Employee Signature

West Lafayette Community Schools
Transportation Office

1130 North Salisbury Street • West Lafayette, Indiana 47906-2447

(765) 269-4012 • FAX (765) 360-1598 • www.wl.k12.in.us

Drivers Manual

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Operations

Driver Rules and Regulations

1. No unauthorized persons shall ride in any school bus at any time except as provided by law, or authorization from the Administration Office or Transportation Office. Pre-School or younger children accompanying a chaperone, sponsor, driver, etc. cannot be transported.
2. No school bus driver shall permit any other person to drive the school bus, occupy the driver's seat, tamper with the engine, or any controls, excepting such persons as approved by the Transportation Office or their designee.
3. Every school bus driver shall be at the school building ready for passengers at least ten minutes before the first school dismissal time. In the event you will not be able to be in place at the school building ten minutes before dismissal time radio or call into the Transportation Office.
4. When a student has a friend riding to or from school they must be accompanied by a signed note from a parent or guardian and approval from school personnel. If the student has more than one friend riding to or from school, the parent must get prior approval from the Transportation Department.
5. No student shall be let off at an alternate stop without a note or authorization from the Administration or Transportation Office.
6. All passengers shall be seated and the door closed before bus is put in motion.
7. The doors shall be closed at all times when the bus is in motion.
8. Drivers are to wear a seat belt at all times.
9. Headlights are to be on at all times.
10. Fuel tanks shall not be filled while pupils are on the bus.
11. Always leave enough distance between you and the vehicle/obstacle in front of you, in order to stop safely and pull around if needed. Leave yourself an out.
12. The "Stop Arm Signal Device" shall be displayed only when the bus is completely stopped on the traveled portions of the highway to load or unload passengers. While off the traveled portion of the highway loading or unloading passengers use hazard lights only.

13. When students leave a school bus to cross the road they must keep to the right of the bus and they must cross in front of the bus at a distance of ten feet. The driver signals the students when it is safe to cross the roadway.
14. When a driver feels a situation is getting out of control or a student gets off at a stop that isn't assigned to them without a note or proper authorization, the driver is to stop the bus and radio into base giving a brief description of the situation. The driver may be asked to wait until authorities arrive or asked to return to the school.

Evaluations

All WLCSC drivers will be evaluated every year. This evaluation will be conducted by the Director of Transportation or his designee.

Qualifications

Job Qualifications (Revised 6/2019)

Requirements

1. Possess a valid Class B Commercial Driver's License with proper endorsements.
2. Pass a pre-employment drug test. Pass a Department of Transportation physical fitness exam.
3. Pass a Criminal Background check.
4. Must meet all Indiana and United States statutory requirements to be a school bus driver. (IC20-9.1, 1-3.1)
5. Must be a minimum of 21 years of age. Must possess a High School Diploma or graduate equivalent.

Responsibilities

1. Conduct a pre-trip inspection of their assigned bus prior to each route and post trip inspection at the end of each route. Driver is responsible for the cleanliness of their assigned bus.
2. Drive their assigned route as prescribed by the Transportation Department each day.
3. Adhere to the assigned stops on their routes. Additional stops may only be created or deleted with approval of the Transportation Office.

4. Proper loading and unloading of students in a safe manner. Maintain seating charts for Elementary and Intermediate school students.
5. Maintain control of students while under the driver's supervision. Driver may not leave the students unattended.
6. Obey all laws, policies and procedures pertaining to school buses, highways and guidelines.
7. Drivers should present themselves for duties and responsibilities as assigned by the Transportation Department with a professional appearance that reflects positively on the Corporation.
8. Report all Mechanical problems to Fleet Maintenance at (TSC) via radio or phone.
9. Report all accidents immediately to the Transportation Office. All paperwork work required should be completed promptly and submitted to the Transportation Office.
10. Cell Phone usage is only permitted when the bus is parked. This includes hands free or blue tooth device. Cell phone may be used only when contacted by the Transportation Department or in an emergency. You must pull to a safe location and secure your bus before usage.

Leave Time

It is very important that West Lafayette Community School Corporation Bus Driver's be available every possible workday during the school year. You are the first contact with our children. We understand that one must occasionally take sick days and bereavement days when the appropriate situation arises. For this reason, the School Corporation provides benefit days to you. It is not, however, a workable situation when an employee schedules themselves "out" for a period of time without prior approval of the Employer. "Each day during the school term, unless excused by the Employer, Driver shall operate his assigned bus upon the route or routes upon schedule fixed by the Employer. Driver shall faithfully and personally perform the work set out in this contract unless excused by the Employer, who in such case shall designate a substitute driver."

All requests for time off must be in writing. Employees should make every effort to schedule appointments outside their scheduled work hours. Use a request for time off form, available in the Transportation Office.

Request Leave Time

Submit the leave request form with a two-week advance notice to the Transportation Office.

Emergency Leave Time

Notify the Transportation Office as soon as possible

Office: (765) 269-4403

Cell: (765) 250-1749

Sick/Personal Leave

Route drivers will receive five sick/personal days per year, equal to their hourly rate of pay and hours per day. Time must be taken in full or half day increments.

Full day, equals hours paid each day.

Half day missed, charged at half the hours worked each day.

Ex. 5.50 hours per day worked.

Leave time may accumulate to a maximum of ten days (55hrs).

If you are ill more than three consecutive days you will need a doctor's note to return to work.

Bereavement Leave

In the case of each death in the immediate family, any employee is entitled to be absent without loss of compensation for a period, at the employee's discretion, extending not more than five consecutive working days. Such bereavement leave shall be exhausted no later than eight calendar days beyond such death (s). "Immediate" family is interpreted as including father, mother, brother, sister, husband, wife, child, grandparent, grandchild and each similar relationship established by marriage, and any other relative or legal dependent who, at the time of death, was living as a member of the household of the employee.

In the case of the death of an uncle, aunt, niece, nephew, or first cousin, and each similar relationship established by marriage, not living in the household of the employee, the employee is entitled to be absent one (1) day without loss of compensation.

The employee shall notify the Transportation Office before departing on the leave. Please provide documentation of attendance.

Absence for Court Duty

If an employee is called for jury duty during regularly scheduled working hours, the employee will receive their regular workday wage or the amount received as a juror whichever is higher.

If the driver's regular pay is accepted, then the jury duty payment must be paid to West Lafayette Community School Corporation.

Wages and Benefits

Wages

1. Route drivers rate of pay is \$25.00 per hour to start. This is to include a pre and post trip inspection of the bus.
2. Route drivers are assigned route duties for 178 to 180 days for the school year. This schedule is subject to change depending on the school calendar.
3. Mandatory meetings are paid at the drivers pay rate per hour.
4. A two-hour minimum applies for trips & meetings.
5. Substitute drivers and those training are paid a rate of \$22.00 per hour.

Non-Transportable Objects

1. Any item that is too large to hold on a student's lap, placed on the floor between the student's legs, or between the side wall of the bus and the student's leg.
2. Live animals, excluding service animals.
3. Glass containers/objects.
4. Inflated balloons.
5. Weapons, ammunition, explosives, or dangerous material.
6. Any Item that could cause a mess or destruction to the bus.
7. Any item that could be determined to be a safety hazard.

Dress Code

1. Drivers are to be neat and clean at all times.
2. No tight fitting shorts.
3. No bike shorts.
4. No halter tops / sleeveless tops.
5. No sandals or shoes without anklestraps.
6. No T-shirts with tobacco, alcohol, or firearm advertising or content.
7. No T-shirt with visual or written suggestive material.

Musical Instruments

1. Musical instruments except large instruments like cellos and string bases are allowed on the bus if they can be stowed under the seat or between the student's legs.
2. Instruments should not obstruct aisle ways, doors, or emergency exits - as to not impede evacuation in an emergency, or injury in a crash.
3. Instruments allowed to be transported:
 - Trumpet
 - Trombone
 - Bass Clarinet
 - Tenor Sax and Alto Sax
 - Flute
 - Clarinet
 - Oboe
 - Bassoon
 - Piccolo

Inclement Weather Procedure

1. Do not attempt to outrun a funnel cloud. If possible, make a ninety (90) degree turn and move perpendicular to the movement of the cloud.
2. If possible, seek shelter at a nearby school or other structure.
3. If no shelter is available seek a depressed area (deep ditch or culvert) which will provide protection for the children. Direct the students to lay in the depressed area or culvert. Every effort should be made to pick an area a substantial distance from the bus. Strong winds could move or upset the bus from its parked position.
4. Keep your AM/FM radio tuned to a local radio channel and the two-way radio clear.

Tornado

1. *Watch* means the conditions are favorable for a tornado to occur.
2. *Warning* means a tornado has been seen or picked up by weather radar.

Flooded Roadways

Never attempt to drive through a flooded roadway. You will need to turn around and find an alternate route.

Procedures

Accident Procedures

Obviously, the number one concern is for the safety of the children and yourself.

1. Stop and turn off the ignition.
 - a) Take a quick check of the injury status of your students on the bus.
 - b) Check injury status of other driver if involving another vehicle or person.
 - b) Notify Transportation.
 - c) Speak calmly. Advise location and injury status of passengers.
2. Do not move the bus until authorized to do so by the police, the Transportation management or a school official.

3. Collect your thoughts, analyze the situation, and place emergency marker if possible.
4. Do not allow students to evacuate the bus unless absolutely necessary to maintain safety. Make a list of all students on the bus at the time of crash including seat locations, if possible.
5. If evacuation is necessary, instruct the students to wait in a safe location, take the first-aid kit with you and hang the microphone out the window if possible.
6. Do not remove students from the scene of the accident unless authorized by the police department, Transportation department, or a school official.
7. Do not leave the scene of the accident until given permission to do so by proper authorities, Transportation management, or a school official, thereafter only after consulting with the school administration. Refer all other questions to West Lafayette Community School Corporation or their designee.
8. Drivers are required to submit to drug and alcohol testing as soon as possible following a Department of Transportation accident in which there is:
 - a) A fatality
 - b) A person involved in the accident has to receive medical treatment away from the scene of the accident with a citation given to the CMV driver
 - c) A vehicle involved in the accident is towed away with a citation given to the CMV driver

In the Event of Emergency situations, accident, injury, etc. Only discuss details with the investigating officer. All other questions must be referred to the West Lafayette Community School Corporation's Administration Office.

Radio dispatch if in the local area and by phone if out of area. The person notified will contact the Administration Office and the school involved immediately. If they are unavailable, leave a message in the Administration Office with one of the office personnel. During office hours call 765-746-1602. After office hours they can be reached at their home numbers.

Do not leave a message, try until you reach someone.

Doug Caldwell 765-269-4403 /Cell 765-250-1749

Call according to group being transported

Ron Shriner	765-746-0400/W	WLJR/SRHS	765-586-1352/H
Joel Strode	765-746-0423/W	(Athletic Trips Only)	765-427-3298/H
Margret Psarros	765-746-0500/W	WLIS	765-490-2056/H

Sara Delany 765-464-3212/W **WLES** 765-497-3374/H
Jim Nemacheck 765-772-4931
Josh Brooks 765-772-4931

Student/Passenger Injuries

1. For minor injuries, use your first aid supplies. When you arrive at the school take them into the office to be checked.
2. If a student is seriously injured on the bus, radio into base with location, and if an ambulance is needed.
3. All injuries, no matter how minor must be reported no later than the end of your route. The driver must fill out an Accident/Injury Report and turn it into the Transportation Office.

Driver Injuries

1. All injuries no matter how minor must be reported to the Transportation Office
2. Drivers must come into the Transportation Office to fill out a workman comp form even if you are not treated.

Routing

Route

1. School bus routes will be developed according to the following criteria:
 - a) School bus census
 - b) Personnel availability
 - c) School enrollments
 - d) Predicted school enrollment
 - e) Availability of equipment and facilities
 - f) Available funds
2. **No change, alteration or extension will be made in an established school bus route without authorization from the Transportation Office.**
3. Pick-up points will be established by the Transportation Office. Every effort will be made to ensure the safety of the students who ride the buses.

Safe Driving Guidelines

1. Always extend courtesy to other drivers.

2. Drive in accordance with all State laws and "rules of the road".
3. Always stop at all railroad tracks at all times (with or without passengers). Open the door and the left front window, look and listen before proceeding across.
4. Always beware of vehicle positioning on roadways, intersections and railroad crossings.
5. Never operate the bus with the door open and passengers on board. **Do not** partially open doors to activate the stop arm while the bus is **in** motion.
6. At no time exceed statutory speed limit (maximum forty (40) MPH on county roads and sixty (60) MPH on state highway).
7. Do not leave your bus unattended with students on board.
8. Headlights and strobe lights shall be in operation when students are being transported, on regularly scheduled route or fieldtrip.
9. After each run always check the bus for students and/or damages.

Assigned Stops

1. You are **REQUIRED** to stop for each school bus stop on your route. Activate your stop arm to ensure that the stop is recorded.
2. If you are early at a scheduled stop, wait until the scheduled time to depart.
3. If a student rides one day a week or more, you are **REQUIRED** to stop **EVERYDAY** unless a prearranged signal has been agreed upon or you are notified that they are not riding.
4. Pick up and discharge pupils only at scheduled bus stops.
5. All students should be **seated** before putting the bus **in** motion and remain seated until the bus has come to a complete stop.

Loading and Unloading Procedures

Loading/Unloading

1. Stops should be made **in** accordance with all state and federal laws.

2. Continuously check your mirrors and monitor danger zones looking for pedestrians, traffic, and other objects in the roadway.
3. Move as far to the right as possible in the traveled portion of the roadway.
- 4. Place transmission in neutral and set parking brake.**
5. All students must be seated before leaving the stop. Students should remain seated until the bus comes to a complete stop to unload.
6. Check all mirrors before proceeding from any stop to account for students and/or pedestrians.
7. If you cannot account for a student, secure the bus, take the key, and check around and under the bus. **DO NOT MOVE UNTIL ALL STUDENTS ARE ACCOUNTED FOR.**
8. Drivers are required by law (SEA 228) to conduct a post-trip inspection of their bus to check for children. **Failure to do so will be grounds for immediate termination.**

Two Way Radio Procedure

Two-Way Radio Usage

- 1. Radios are to be used for brief, necessary communications conducted in a professional manner. No unnecessary comments or conversation should take place on the radio. We are not a secure channel, everyone within the corporation who has a radio hears our traffic.**
2. Monitor the radio before transmitting.
3. Press the button on the side of the MIC.
4. Wait 2 seconds.
5. Begin talking slowly and clearly.
6. Release the button to hear response.

Two-Way Radio Codes

- | | |
|------|----------------------------|
| 10-4 | Acknowledgement |
| 10-8 | Driver is on his/her route |

- 10-9 Repeat
- 10-20 Location
- 10-21 All students have been dropped off
- 10-50 Accident (motor vehicle)
- 10-200 Police assistance required, but unable to request help in front of an individual.

Confidentiality

Information concerning students must be kept in the strictest of confidence. When using the radio keep in mind that others are listening to what is being transmitted. If it is a student with a medical or discipline problem, use the students first initial and last name only.

Reporting Stop Arm Violations

1. The following information is needed
 - a) License plate number
 - b) Make of car
 - c) Color of car
 - d) Driver description
 - e) Location of event

These incidents happen very quickly, do the best you can to get what information you can.

Railroad Procedure

1. Activate hazard-warning lights when approaching a railroad crossing.
2. Stop at railroad crossings with or without students aboard.
3. Only railroad personnel or a law enforcement office can wave a school bus across a railroad track and/or lift the arm.
4. Driver shall turn off the AM/FM radio, students will be quiet, driver will stop the bus within fifty feet, but not less than fifteen feet from the nearest rail, open door, look both directions, and listen. Driver shall not proceed until it is safe to do so. Driver will select a gear which will allow him to cross the tracks without changing gears.

Bus Parking

Buses will be parked in their designated parking location. Each bus will have a designated parking location. There will be no deviation to parking spaces.

Buses are to be used for School Corporation Business **Only**.

Fueling

Each driver is responsible for fueling the bus assigned to them. Fuel locations are located at the TSC Service center and Battle Ground Middle School. Gasoline buses will fuel at the GOLO station located at Lindberg and Northwestern Ave.

Mechanical Breakdowns

Please use the following guidelines for maintenance problems while driving the bus. Obviously the number one concern is for the safety of the children and yourself.

1. Find a safe location and pull over if possible. If unable to locate a safe location use appropriate warning devices.
2. Collect your thoughts, analyze the situation.
3. Radio TSC maintenance (Unit 4). If out of area call transportation or Steve Leman or Kirk Brooks
 - a) Give bus number and exact location.
 - b) Be specific when explaining the situation/problem.
 - c) When using the phone give a number where you can be reached. You will find the phone number for the cellular phone on the back of the phone.

In the event the students will be delayed, either yourself or the trip sponsor must notify the building principal and someone in the Administration Office.

Starting Buses in Inclement Weather

1. Drivers are to plug in the bus when the temperature is going to reach 20 degrees or below. Wind chill is not a factor. Cords will be provided for each bus.
2. Drivers are to unplug the bus before starting.

Trip Assignment

1. Trips will be assigned by the Transportation Office on a rotational basis to drivers via electronic communication.

2. If you have been assigned a trip a trip and find you cannot take it, contact the Transportation Office immediately for a replacement to be assigned. **YOU DO NOT SECURE YOUR OWN REPLACEMENT.** 3
3. Trips assigned during primary route times will be assigned via availability by the Transportation Office.
4. Route drivers will not be allowed to drive a trip if you do not drive your route prior to the trip.
5. If you are using a bus assigned to another driver, communicate with that driver to avoid delays. Return bus with a full tank of fuel, trash picked up, windows, doors, and hatch closed.

All paper work is to be turned into the Transportation Office promptly. This can be via Email or placed in the Transportation mailboxes located at Central Office or the maintenance building (Complex)

1. *Passenger-carrying commercial motor vehicles.* A driver who is driving a passenger-carrying commercial motor vehicle that is equipped with a sleeper berth, as defined in §§395.2 and 393.76 of this subchapter, may accumulate the equivalent of 8 consecutive hours of off-duty time by taking a combination of at least 8 consecutive hours off-duty and sleeper berth time; or by taking two periods of rest in the sleeper berth, providing:

- (i) Neither rest period is shorter than two hours;
- (ii) The driving time in the period immediately before and after each rest period, when added together, does not exceed 10 hours;
- (iii) The on-duty time in the period immediately before and after each rest period, when added together, does not include any driving time after the 15th hour; and
- (iv) The driver may not return to driving subject to the normal limits under §395.5 without taking at least 8 consecutive hours off duty, at least 8 consecutive hours in the sleeper berth, or a combination of at least 8 **consecutive hours off duty and sleeper berth time.**

{The Transportation Office will assign and oversee trip allocation. The Transportation Office will use its discretion to fill unassigned trips and events.)

Student Management

"All school children, while being transported on a school bus, shall be under the supervision, direction and control of the school bus driver, and shall be subject to discipline of the bus driver and governing body of the school corporation". (IC 20-9.1-5-19)

- I. Drivers must inform students of safety rules and expected conduct.
2. Drivers should strive to develop a positive, rather than negative, atmosphere.
3. Be consistent.
4. Keep the bus clean. Students are more likely to respect property that you respect.
5. Never give an order you do not mean to enforce or cannot enforce.
6. Commend good qualities and actions.
7. Get to know the troublemakers and set ways to change them into a peacemaker.

Before submitting a Bus Conduct Report the driver will strive to resolve all behavioral problems at the lowest level.

First offense

The driver fills out a Bus Conduct Report form. Notify school personnel of the incident. Work with school personnel on behavior modification while on the bus. The student is given a warning and informed of the consequences if rules are broken again.

Second Offense

The driver fills out a bus conduct report form. Notify school personnel of the incident. One copy will be emailed home to the parents, one will be kept in the office. Transportation will work with the schools for follow through and discipline. A copy of decision will be given to the bus driver. The principal or Transportation Office will determine the length of suspension from the bus.

Third Offense

The driver fills out a bus conduct report form. Notify school personnel of the incident. One copy will be emailed home to the parent, one will be kept in the office. Recommended suspension may be for a longer time or may be permanently suspended from riding the bus.

Should a serious misconduct occur, a student may be suspended indefinitely from riding the bus without a previous warning.

Students shall never be put off the bus until they have reached the school or their designated bus stop.

Bus Rules, Student Expectations

Outside the Bus

1. Be on time. Be at your designated stop at least five minutes prior to the scheduled bus arrival time.
2. Stay out of the roadway and respect other people's property while waiting at the bus stop.
3. Students are to ride their assigned bus to and from school.
4. Wait until the bus comes to a complete stop, door is open, and the driver gives you the signal to board the bus.
5. Students that cross in front of the bus are to wait for the driver's signal before crossing in front of the school bus.
6. Students are to stay at least ten feet in front of the bus when crossing.
7. Never cross behind a school bus.
8. Never go under or reach for anything under a school bus.
9. Do not board the school bus until the driver is present.

Inside the Bus

1. Obey all of the driver's directives promptly and respectfully.
2. Keep aisle and doorway clear of feet, books, etc.
3. No loud voices. Use normal voice when talking.
4. Never open windows without driver's permission.
5. Windows shall be only half way down when open.
6. Never put anything out the window including hands, hair, heads, arms paper etc.
7. Never yell out the window.
8. Remain seated until the bus comes to a complete stop and the driver opens the door.

9. Students will be quiet at railroad crossings.
10. Fighting, wrestling, horseplay profanity will not be tolerated.
11. No eating or drinking on the bus, save snack and homework for later.
12. Do not throw objects inside the bus or out the windows of the bus.
13. Emergency doors are used for emergencies only. Students are not to use the emergency door to enter or exit the bus.

Indiana Code 20-27-10-2

Discipline on school bus

Sec. 2. When students are being transported on a school bus, the students are under the supervision, direction, and control of the school bus driver and are subject to disciplinary measures by the school bus driver and the governing body of the school Corporation.

[Pre-2005 Elementary and Secondary Education Recodification Citation: 20-9.1-5-19.]

As added by P.L.1-2005, SEC.11.

Driver Authority

The authority of the bus driver will be recognized and supported by all. For everyone's safety, the bus driver must be heard and be able to hear traffic sounds, such as sirens and horns. All passengers should obey the driver's directives quickly and efficiently.

Professional Conduct Guidelines

1. Show respect for the student as an individual (use their names).
2. Be friendly, but firm and consistent. **Follow through.**
3. Be sincere in your work and with your words. Set a good example.
4. Be fair and honest; it isn't punishment, but injustice, that make a child rebel against you.
5. Communicate with your supervisor about concerns before they become major problems.
6. Save your threats --- we usually regret making them.

7. **Don't scream or yell** at students. Use other methods to get their attention.
8. Do not nag or pick on every little thing a child does. Pick your battles.
9. Don't hold a grudge.
10. Don't take negative comments personally. People will provoke you only if you let them.

Evacuation Drill Procedures

1. Bus Evacuation Drills

- a) School bus evacuation drills will be conducted in accordance with Indiana Code 20-27-4-6.5.
- b) The Director of Transportation or his designee will designate drill times and locations.
- c) If weather conditions are not conducive to a safe drill it will be postponed and rescheduled.
- d) Drills will be held on school property to avoid any problem of liability or insurance coverage.

2. Selection of Student Helpers

- a) Qualifications for helpers:
 1. Maturity
 2. Respected by fellow students.
 3. Physically and mentally capable.
- b) Student Helper Responsibilities:
 1. Become familiar with exact locations of fire extinguishers, flags, flares, and warning devices.
 2. To assist the driver in getting students off the bus in a safe and orderly manner.
 3. Learn the proper procedure for exiting through the emergency window exits and roof hatches.
 4. Leading students to a safe location at least one hundred (100) feet away from the bus and help them stay in that location until the driver dismisses them.
- c) Learn procedures to bring the bus to a safe stop if the driver becomes incapacitated.
 1. Moving the driver from the driver's seat.
 2. Steering (**NOT DRIVING**) the bus to a stop.
 3. Turning off the ignition.

4. Applying the emergency brake.
5. Activating the warning lights and stop arm and setting warning devices.
6. Appointing another student to assist in leading students away from the bus after they have disembarked.

d) Instructions to **ALL** students:

1. Identify the student helpers and instruct all students to pay attention to them as well as the driver.
2. Listen for instruction on exit location designated by the driver and/or helpers.
3. Books and other belongings are to be left on the bus. After the evacuation, students are to return to the bus for proper unloading, unless instructed otherwise

3. Bus Evacuation - General Considerations

- a) Keep students on the school bus if at all possible due to safety considerations.
- b) Driver should properly secure the bus in place.
- c) If driver senses a hazard facing the bus, they must decide to evacuate.
- d) If driver decides to evacuate, provide students with clear, concise directions to move to a safe location.
- e) If time permits, driver should contact base to advise of the situation and what decision has been made.
- f) Do not move a student that you believe has a neck or back injury, unless, their life is in immediate danger.
- g) Driver is the last person off the bus after conducting a walk through to make sure all students have evacuated the bus.
- h) Conduct a roll call to make sure no students are missing.
- i) Set out emergency warning devices.

4. Mandatory Evacuation

- a) Drivers must evacuate their bus when:
 1. The bus is on fire or there is a threat of fire
 2. The bus is stalled on or adjacent to a railroad crossing.
 3. There is an imminent danger of a collision.
 4. The bus may change position, thereby exposing students to increased risk of injury.

5. There has been a hazardous materials spill.

Transportation for School Evacuation

1. Drivers shall report to the designated primary or secondary staging area and stand by for further instruction. Monitor radio channel 1 "Transportation" for further information.
(Staging area, Happy Hollow school. Salisbury Lot at the complex)
2. Drivers will not utilize the radio system unless there is an emergency at their location.
3. Transportation will provide information to drivers as soon as possible
4. When advised, drivers will move to the location designated by Transportation and transport students to the Reunification location designated by the Corporation.

MEDICAL EMERGENCIES (revised 08/2018)

1. Student related.

- a) Notify dispatch immediately with as much information as possible.
- b) Attempt to ensure that student with emergency is as safe as possible.
- c) WLCSC Protocol for Students with Anaphylactic Reactions

1. The school bus driver must be aware of those students who may require epinephrine treatment. Identification sheets with student's name, specific allergy (ex. peanut, bee sting, etc.) warning signs of reaction and their emergency treatment is required.

2. Emergency treatment procedures must be prescribed by a physician for use by the school bus driver.

3. School nurses are responsible to inform and train school bus drivers who are involved with the child's care to the potentially severe nature and proper treatment of the allergic problem. A review of this information should occur prior to a new school year or special activities.

4. Every child should have their own epinephrine auto injector device labeled by name and expiration date. Transporting epinephrine on the school bus is a requirement for children who are subject to anaphylactic shock. Epinephrine must be administered as early as possible after the onset of symptoms of severe allergic response.

5. Epinephrine auto injectors must be kept in locations in the student's personal equipment brought on the school bus which are easily accessible to the school bus driver but not to other students.

6. All students, regardless of whether or not they are capable of epinephrine self-administration, will require help of others because the severity of the reaction may hamper their attempt to inject themselves. Adult supervision is mandatory. The school bus driver must learn how to assist the student to use these auto-injectors in emergency situations on the school bus.

7. Driver should advise school by radio that student is having allergic reaction and request that 911 be called giving location that they have stopped at to administer treatment. Route should not be resumed until medical personnel have arrived and student is under their care.

8. Parents that allow school bus driver to administer epinephrine must sign a consent form.

d. The provisions of the Good Samaritan Law in each state provides protection to the care giver in life threatening situations when they provide aid in a reasonable manner. Epinephrine is regarded as acceptable treatment for anaphylaxis.

EMERGENCY MANAGEMENT

Threats

1. Perception of Threat

- a) Event near/on bus threatening
 - 1. Advise dispatch by radio of circumstances.
- b) If threat is outside bus
 - 1. Take alternate route.
 - 2. Have students take appropriate cover.
 - a) Get on floor.
 - b) Student helpers aid in calming younger students.
 - 3. Do not open door for any reason.
 - 4. Do not stop driving, keep moving away from threat.
 - 5. Keep dispatch advised of ongoing situation.
- c) If threat on bus
 - 1. Remain stationary so help can arrive.
 - 2. If feasible, evacuate as many students as possible.
 - 3. Use student helpers to move other students away from bus.
 - 4. Do not try to negotiate with individuals.
 - 5. If threat is student to student:
 - a. Try to diffuse situation.
 - b. If weapon involved do not place yourself in danger.

2. Overt action by individual.

- a) If individual is outside bus:
 - 1. Do not open doors or windows.
 - 2. Drive away from individual.
 - 3. Report location, description of individual, and details of incident.
- b) If individual is on bus:
 - 1. If possible, report by radio that incident is occurring.
 - 2. Don't try to be a hero.
 - 3. Stay calm and help maintain calm atmosphere for students.
 - 4. Follow instructions: do not anger individual.
 - 5. If possible, keep microphone keyed so dispatch can hear
- c) Individual, without weapon, forces way onto bus.
 - 1. Advise dispatch of situation.
 - 2. Ask subject to leave the bus
 - 3. Do not allow subject access to any students on the bus
 - 4. If situation escalates, immediately request law enforcement

3. Physical Assault

- a) Fist fight breaks out on bus.
 - 1. Student fighting student:
 - a. Pull bus safely to side of road.
 - b. Give verbal commands to cease fighting.
 - c. Advise dispatch of location and problem.
 - d. Attempt to separate if you have had proper training.
- b) Individual assaults students or driver:
 - 1. Advise dispatch and include location and description of perpetrator.
 - 2. Remain with students, do not give chase.
 - 3. Have student helper's help maintain calm.

4. Armed Assault

- a) Advise dispatch of incident.
- b) Have students take cover.
- c) If perpetrator is on bus:
 - 1. Do not try to subdue.
 - 2. Remain calm: follow instructions.
 - 3. If possible, keep microphone open so dispatch can follow situation.

5. Hostage incident

- a) Advise dispatch of:
 - 1. Location.
 - 2. Name of student(s) taken off bus.
 - 3. Description of hostage taker.
 - 4. Anything said by hostage taker.
- b) Keep calm.
 - 1. Use student helpers to maintain calm.

- c) Have students write:
 - 1. Description of hostage taker.
 - 2. Facts about incident.
 - 3. Any conversation by hostage taker.

6. Hijacking

- a) Follow instructions of hostage taker.
- b) Advise dispatch, or open microphone so dispatch is aware of situation.
 - 1. Can you check OPS to confirm my location?
- c) Do not try to negotiate with the hostage taker.
- d) Relay hostage taker's demands.
- e) Remain calm - keep students calm - avoid quick movements.
- t) Treat hostage taker as normal as possible.

Policies

West Lafayette Community School Corporation Policies

The West Lafayette Community School Corporation Transportation policy and Indiana Code state that any resident school student shall be transported to and from the school which he/she attends at the beginning and at the end of each school day if that school is beyond the distance specified below.

- 1. Students enrolled in kindergarten through 12th grade who live more than one mile from school are eligible for transportation to and from school. Kindergarten students who attend half (1/2) day shall be transported one way. Midday transportation will not be provided.
- 2. Students who live less than one mile from school may be transported if subjected to extreme safety hazards when walking to and from school. This will be determined through West Lafayette Community School Corporation Administration and the Transportation Department.
- 3. Collection points may be established along routes within reasonable walking distances from residences of students.
- 4. Transportation shall be provided as required by law for handicapped children and those attending special classes.
- 5. In the event that a bus cannot operate but the school is in session the students are expected to attend if possible.
- 6. Eligible students will be picked up and dropped off only at a point in the area designated by the West Lafayette Community School Corporation.

7. School bus routes, times and drivers are subject to change.

ALCOHOL AND CONTROLLED SUBSTANCE TESTING POLICY FOR COMMERCIAL DRIVERS LICENSE (CDL) EMPLOYEES

The Board of School Trustees for the West Lafayette Community School Corporation recognizes the critical and growing problem alcohol and controlled substance abuse poses to the transportation of its students. It is the policy of the school corporation to provide and maintain a safe, healthy and productive work environment for our drivers. This policy applies to all drivers and applicants for driver positions for the school corporation who must have a Commercial Driver's License (CDL) to operate school vehicles.

The use, possession, sale, purchase or transfer of any controlled substances except medically prescribed drugs on school property, while on school business, or while operating school vehicles and equipment, is prohibited. Drinking alcoholic beverages during working hours, 4 hours before reporting to work or having any measurable amount of alcohol in his/her system during working hours is prohibited, whether on or off school property. Working hours include all breaks. Off-duty use of drugs and alcohol is prohibited to the extent it affects a driver's attendance or performance and his/her ability to pass required DOT alcohol and controlled substance tests. Any violation of this policy is grounds for termination as a driver for the school corporation and possible legal prosecution.

Since physician-directed use of drugs can affect behavior and performance, drivers are encouraged to advise their supervisor whenever they are taking drugs for medical reasons. When such use of drugs adversely affects job performance or safety, it is in the best interest of the driver, co-workers, and the School Corporation that the driver takes sick or vacation days, or, if necessary, unpaid leave, in accordance with the School Corporation's leave policies.

The execution and enforcement of this policy will follow set procedures to screen body fluids, conduct breath testing, and/or search all employee/applicants for alcohol and drug use, and those employees suspected of violating this policy who are involved in a U.S. Department of Transportation (USDOT) reportable accident or who are periodically or randomly selected pursuant to this policy. The procedures are designed not only to detect violations of this policy but also to ensure fairness to each employee. Disciplinary action will be taken as necessary.

The Superintendent or designee is authorized to implement this policy and program, including a periodic review of the program to address any problems, changes, and/or revisions of it, maintenance of all records required by the federal regulations, and determination upon Board approval of how the program will be accomplished, whether in-house, contracted, or by consortium.

The Superintendent or designee is responsible for communicating this policy to all drivers and is accountable for its consistent enforcement. The Superintendent or designee is designated to answer questions about this policy and all other matters involved in alcohol and controlled substance testing of CDL drivers.

SAFETY-SENSITIVE FUNCTION -- DEFINED

Performing a safety-sensitive function means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

A safety-sensitive function is deemed as:

All time spent at a facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the school corporation.

All time spent inspecting equipment, otherwise inspecting, servicing, or conditioning any motor vehicle at any time.

All driving time spent at the driving controls of a motor vehicle in operation.

All time, other than driving time, in or upon any motor vehicle.

All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, or remaining in readiness to operate the vehicle.

All time spent performing the driver requirements relating to an accident.

All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

PROHIBITED CONDUCT

The following shall be considered prohibited conduct for purposes of this policy:

1. No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcoholic concentration of .04 or greater.
2. No employee shall be on duty or operate a commercial vehicle while the employee possesses alcohol.
3. No employee shall use alcohol while performing safety-sensitive functions.
4. No employee shall perform a safety-sensitive function within 4 (four) hours after using alcohol.
5. No employee required to take a post-accident test shall use alcohol for 8 (eight) hours following the accident or until he or she undergoes a post-accident test, whichever occurs first.

6. No employee shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or drug test.
7. An employee is prohibited from reporting for duty or remaining on duty when the employee uses any controlled substance except when the use is pursuant to the written instructions of a physician who has advised the employee that the substance will not adversely affect their ability to safely perform their duties. The employee must provide the school corporation with proof of such medical advice. The transportation director can decide if the employee can remain at work or what work restrictions are necessary.
8. Any employee who is using a prescribed drug or other medication which is known or advertised as possibly affecting or impairing judgment, coordination, or other sense, or which may adversely affect the employees' ability to perform work in a safe and productive manner, must notify the transportation director prior to starting work. The transportation director will decide if the employee can remain at work or what work restrictions are necessary.
9. Ingestion of products that contain hemp will not be an acceptable explanation for testing positive for marijuana.

TESTING OF DRIVERS

All drivers will be tested for alcohol and drugs in accordance with the USDOT-approved procedures when directed by the Superintendent or designee.

Drivers will be tested under the following circumstances:

A. Pre-Employment

Under no circumstances will an individual be placed on the payroll without proof of a successful completion of a drug test. Any individual who refuses to submit to such a test or has a positive controlled substance test result will not be considered for employment with the school corporation.

B. Random

The school corporation will conduct random drug and alcohol tests. The corporation will submit all employees' names to a random selection system. Random selections will be spread throughout the year. The corporation will drug test 50% of the number of employees in each calendar year or at a rate established by the USDOT for the given year. The corporation will alcohol test 10% of the number of employees in each calendar year or at a rate established by the USDOT for the given year.

If an employee is selected at random for either test, the superintendent or designee will notify the employee. Once the employee is notified, he or she must proceed to the designated collection site immediately. If the employee does not go to the collections site as soon as possible after notification, such may be considered a refusal to test.

C. Post-Accident

Drivers are required to submit to drug and alcohol testing as soon as possible following a "DOT" accident that involves

1. fatality; or
2. The employee receives a citation for a moving violation arising from the accident that involved: a) bodily injury to a person who, as a result of the injury, receives medical treatment away from the scene of the accident; or b) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

A driver who is subject to post-accident testing shall remain readily available for such testing. Nothing in this section shall be construed to require the delay of necessary medical treatment or to prohibit the driver from leaving the scene of an accident for a period necessary to obtain assistance in responding to the accident, or to obtain necessary medical care.

No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

If a driver is seriously injured and cannot submit to testing at the time of the accident, he/she shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any drugs or alcohol in his/her system.

The results of a breath or blood test for the use of alcohol or a urine test for the use of drugs conducted by Federal, State, or local officials having independent authority for the test shall be considered to meet the requirements for post-accident testing if the results are obtained by the school corporation.

D. Reasonable Suspicion

The School Corporation is required to test for the use of alcohol and controlled substances upon "reasonable suspicion". A reasonable suspicion test is required when based upon specific, contemporaneous, and articulable observation concerning the behavior, speech, body odor, or appearance of a driver while on duty are indicative of the use of alcohol and/or controlled substances. A supervisor or the Transportation Director who is so trained in accordance with the USDOT regulations must witness the conduct. The mere possession of alcohol does not constitute a need for an alcohol test. The witness must have received training in the detection of probable alcohol and drug use by observing a person's behavior. The witness shall not conduct the alcohol test of the driver.

Alcohol testing is authorized only if the observations are made during, just before, or just after the period of the workday of the driver. A written record shall be made of the observations leading to an alcohol and/or controlled substance test. This record is to be signed by the supervisor who made the observations.

If a reasonable suspicion alcohol test is not administered within two hours following the observations, the witness shall prepare and maintain on file a record stating the reasons the alcohol test was not administered promptly. In addition, if not administered within eight hours, all attempts to administer the test shall cease. A record shall be prepared and maintained stating why the alcohol test was not administered.

E. Return to Duty Testing

A return to duty test will be required for all employees who have violated this policy. The employee may not return to duty until he or she passes a drug test and/or tests below a .02 for breath alcohol and the medical review officer (MRO) or the substance abuse professional (SAP) and the school corporation have determined that the employee may return to duty.

F. Follow-Up Testing

Any employee who has returned to work following a violation of this drug and alcohol policy will be subject to follow-up testing. At a minimum six follow-up tests will be required within the first 12 months following an employee's return to work and less frequently during the next 4 years. Employees will be tested in accordance with USDOT regulations and the recommendations of the SAP.

Testing Procedures

The following testing procedures are to be strictly observed by any collection facility and/or laboratory contracted with by the school corporation in order to carry out its drug and alcohol testing program.

Controlled substance testing procedures include the following:

I. Chain of Custody

Chain of custody is defined as procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures will require an approved chain-of-custody form.

2. Preparation for Testing

A. Use of tamperproof seal system designed in a manner that a specimen bottle top can be sealed against undetected opening and the bottle has a means for identification of the test subject, either by number or some other confidential manner.

B. Use of shipping container in which one or more specimens and associated paper work may be transferred and which can be sealed and initialed to prevent undetected tampering.

3. Specimen Collection

Specimen collection will be done at collection sites designated by the School Corporation.

4. Laboratory Analysis
Laboratory analysis of all specimens collected will be done by companies designated by the Board and conducted under all federal guidelines.

Controlled Substance Testing Protocol

Urine Collection Procedures:

1. The testing procedure starts with the collection of a urine specimen.
2. Collection procedures will follow the specific guidelines set forth by the USDOT as outlined in the published collection procedures guidelines.
3. Employees will be directed to empty their pockets and display the contents to the collector.
4. Employees will be allowed privacy during the collection process except as noted in number 5 below.
5. Observed collections are required by USDOT if:
 - a. The specimen is determined invalid and there is no medical explanation
 - b. The collector observes evidence of an employee's attempt to tamper with the specimen.
 - c. The temperature of the specimen is out of range.
 - d. The specimen appears to have been tampered with.
6. Observed collections may be required on return to duty and follow-up tests.
7. As part of the collection process, the specimen provided will be split into two portions; a primary specimen and a secondary (split) specimen.
8. If the employee is unable to provide 45 ml of urine, the DOT "shy bladder" rule will apply. The employee will have up to 3 hours to provide the required 45 ml, and may consume up to 40 ounces of fluids during this time period. The employee will be required to be monitored during the waiting period.
9. After collection, the specimen will be submitted to a SAMHSA certified laboratory for testing.

Laboratory Procedures:

Drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following controlled substances:

1. Marijuana;
2. Cocaine;
3. Opiates;
4. Amphetamines
5. Phencyclidine (PCP).

The SAMHSA certified laboratory will perform initial screenings on all primary specimens. In the event that the primal specimen tests positive, a confirmation test of that specimen will automatically be performed. If the confirmatory test is positive, it will be reported to the Medical Review Officer (MRO) as a positive.

Validity Testing:

The laboratory must also perform validity testing on each specimen received. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted. The following will be measured: creatinine level, specific gravity, and pH. In addition, all specimens will be tested for known adulterants. An initial validity test is performed first, followed by a confirmation test as required.

All laboratory results will be reported by the laboratory to a MRO designated by the Company or its agents.

MRO Procedures:

1. All tests results will undergo a review process by the MRO.
2. Negative test results will be reported directly to the school corporation by the MRO.
3. Positive, adulterated or substituted results will be handled in the following manner by the MRO:
 - a. Before reporting a positive, adulterated or substituted test result to the school corporation, the MRO will attempt to contact the employee to discuss the test result.
 - b. The employee is required to discuss the result with the MRO. The employee will be allowed to explain and present medical documentation to explain any permissible use of a drug.
 - c. For adulterated or substituted results, the employee must demonstrate that he or

she did produce or could have produced urine, through physiological means, a specimen meeting the creatinine and specific gravity criteria of a substituted or adulterated specimen.

- d. If the MRO is unable to contact the employee directly, the MRO will contact the Superintendent or designee who shall contact the employee and direct the employee to contact the MRO. Upon being so directed, the employee shall contact the MRO immediately or, if the MRO is unavailable, at the start of the MRO's next business day.
 - e. If, after failing to contact the MRO within 72 hours after being instructed to do so by the Superintendent or designee, or if the employee cannot be contacted at all within ten (10) days, or the employee expressly declines the opportunity to discuss the test, the MRO may verify the test as positive or a refusal.
 - f. In the MRO's sole discretion, a determination will be made as to whether a result is verified as positive, negative or considered a refusal.
 - g. After any verified positive or refusal to test determination, the employee may petition the MRO to reopen the case for reconsideration.
4. Diluted Specimens: If a specimen is reported diluted by the laboratory, the MRO will report this information to the Superintendent or designee. The school corporation requires an immediate recollect for another test. The result of this test will stand as the final result.

Medical Information Disclosure:

Pursuant to USDOT regulations, if, in the MRO's opinion, any information provided may

mean a medical disqualification or represent a safety hazard, such as the use of certain prescription drugs, the MRO must disclose this to the school corporation. Individual test results for applicants and employees will be released to the school corporation and will be kept strictly confidential unless consent for the release of the test result has been obtained.

Split Specimen Testing Protocol

An employee may request that the "split" portion of his/her specimen be tested at a different SAMHSA laboratory if he/she was notified by the MRO that his/her test result was positive, adulterated or substituted. The request must be made to the MRO within 72 hours of being notified of a verified positive, adulterated or substituted result. The MRO will arrange for all procedures to be done in accordance with split specimen testing procedures.

The cost of a split specimen test will be the responsibility of the employee. The school corporation will withhold the amount of the cost of testing the split specimen from the employee's pay unless other arrangements are acceptable to both the employee and the school corporation. If the employee makes a timely request to the MRO for the split portion to be tested, the MRO shall immediately make arrangements with the laboratory to initiate the process.

Alcohol Testing Procedures

1. Testing Devices

Alcohol tests are to be conducted with only evidential breath testing devices (EBT's) approved by the National Highway Traffic Safety Administration (NHTSA) on their Conforming Products List (CPL). The rules allow the use of PBT's for the initial screening test that is on the CPL, that does not meet the additional requirements for the confirmation test (e.g. sequential numbering and print-out capability).

2. Test Administrators

Only a Breath Alcohol Technician (BAT) that has had proper training may administer breath alcohol tests. Reasonable cause tests may not be conducted by the person making the determination that reasonable suspicion exists to conduct an alcohol test.

3. Test Procedures

The BAT will perform an initial alcohol screen. If the initial screen results in a Blood Alcohol Concentration (BAC) of .02% or above, a confirmation test is required. Any tests resulting in a BAC of less than .02% will be considered negative.

The BAT will wait a minimum of 15 minutes, before administering the confirmation test. Confirmation tests must be performed within 30 minutes. If the confirmation test indicates a BAC of .020 to .039, the employee shall be removed from duty for 24 hours or until his/her next scheduled on-duty time, whichever is longer. Employees with test indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct which may result in disciplinary action up to and including termination. All alcohol tests shall be performed just prior to, during or just after performing a safety sensitive function.

Refusal to Test

Refusal to submit to the types of drug and alcohol test required by this policy will be grounds to discipline CDL employees. A refusal to test include any of the following situations:

1. Failing to appear for any test within a reasonable time after being directed to do so.
2. Failing to remain at the testing site until the testing process is completed.
3. Failure to provide a breath sample, saliva sample or urine sample as directed.
4. Failure to permit, if the situation requires, the observation or monitoring of providing a urine specimen.
5. Failure to provide a urine, breath or saliva specimen within required time frames may be considered a refusal. If an employee cannot produce a sufficient quantity of urine or breath, he/she will be directed to be evaluated by a physician of the corporation's choice. If the physician cannot find a legitimate medical explanation for the inability to provide a specimen, it will be considered a refusal to test. In that circumstance the employee has violated one of the prohibitions of the USDOT regulations.
6. Failure to undergo a medical examination or evaluation as directed by the MRO as part of the verification process or as directed by the transportation director as part of the "shy bladder" or "insufficient breath" situation.
7. Failure or declining to take a second test as required by USDOT regulations.

Failure to cooperate with any part of the testing process and/or conduct that would obstruct the proper administration of a test. (e.g., refusing to empty pockets when so directed by the collector or behave in a confrontational way that disrupts the collection process.
8. Refusing to sign step two of the alcohol testing form.
9. A report from the MRO that the employee has a verified adulterated or substituted test result.

Confidentiality

All information obtained in the course of testing of drivers shall be protected as confidential medical information.

No data concerning this information will be made a part of the employee's personnel file or will be provided to any other party without the direct written consent of the driver.

Employees are entitled upon written request to obtain copies of any records pertaining to his or her alcohol or controlled substance tests.

The school corporation may release information as follows:

1. Copies of the results of alcohol or drug testing to an identified person provided the employee has provided written consent.
2. Copies of information requested by the Secretary of Transportation, and USDOT agency, or any state or local official with regulatory control over the corporation or its employees.
3. The results of post-accident testing when requested by the National Transportation Safety Board as part of an accident investigation.
4. Legal proceedings including lawsuits involving wrongful discharge action, grievances, administrative proceedings brought on by or on behalf of an employee and resulting from a positive DOT drug or alcohol test or a refusal to test, and/or criminal or civil actions.

Disciplinary Actions for Policy Violations

Drivers found to commit any conduct prohibited by this policy, including refusal to test, and/or testing positive for alcohol (.04 or greater) or for a controlled substance shall be prohibited from driving or performing a safety-sensitive function for the school corporation.

Such employee will be provided with the names, addresses, and telephone numbers of qualified substance abuse professionals (SAPs) who are approved by the school corporation. To be able to return to duty the employee must complete the following steps:

1. Complete an evaluation with a SAP.
2. Complete any rehabilitation and/or evaluation required by the SAP.
3. Be re-evaluated by the SAP and obtain written confirmation of satisfactory completion of all recommendations.
4. Complete a return to duty test that is issued with a negative result.
5. As a condition of continued employment, the employee will be required to submit to a minimum of 6 unannounced follow-up tests in the next 12 months after returning to work.

Follow-up testing is separate from and in addition to the reasonable suspicion, post-accident, and random testing. The schedule of follow-up testing shall be unannounced and in accordance with the instructions of the SAP. The cost of any SAP evaluation, prescribed treatment and follow-up testing shall be paid

for by the employee. In addition, the employee will be subject to any school corporation policy dealing with the use of alcohol and controlled substances.

Drivers testing .02 or greater but less than .04 shall not drive or perform safety sensitive functions for the school corporation, nor shall the school corporation permit the driver to perform or continue to perform safety-sensitive functions, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test. The driver also becomes subject to any other school corporation policy dealing with the use of alcohol and controlled substances. The school corporation reserves the right to terminate an employee who tests .02 or higher.

Educational Materials

The school corporation will provide education materials that explain the requirements of Federal Motor Carrier Safety regulations, consequences of violating the regulations, and the corporation's policies and procedures with respect to meeting these requirements. Materials will also be provided concerning the effects of alcohol and controlled substances use on an individual's health, work and personal life. Employees are required to attend an educational meeting to discuss the corporation's policies and procedures and to review all materials covered by this policy. Each employee is required to sign a statement certifying that he or she has received a copy of these materials. The corporation will provide these materials to employees prior to the start of the testing required by this policy and to any employee who is hired or transferred into a position requiring a CDL.

Training of Supervisors and Drivers

Supervisor Training:

Transportation Directors and Supervisors are the key to a drug-free work environment. At a minimum, the Transportation Director and Supervisors orientation on:

1. The identification of behavioral and physiological signs of alcohol and drug abuse.
2. How to recognize, counsel and document employees whose performance has deteriorated.
3. How and when to suggest and/or require the services of the Employee Assistance Program (EAP), or any other drug/alcohol assistance program.

Driver Training:

The drivers training program will consist of:

1. Explanation of the effects and consequences of alcohol and controlled substance use on personal health, safety and work environment.
2. The manifestations and behavioral causes that may indicate alcohol and controlled substance use or abuse.

3. Information and materials required by federal regulations.

The training of both supervisors and drivers will be documented.

Retention of Records

The following records relating to the school corporation's drug and alcohol testing program are required to be maintained:

1. Records related to the collection process:
 - Collection logbooks
 - Documents related to the random selection process
 - Calibration documentation for EBT's
 - Documentation of Breath Alcohol Technician (BAT) Training
 - Documentation of reasoning for reasonable suspicion testing
 - Documentation of reasoning for post-accident testing

Documents verifying a medical explanation for the inability to provide:

- adequate breath or urine for testing
- Consolidated annual calendar year summaries

2. Records related to the driver's test results:
 - Employer's copy of the alcohol test form, including results
 - Employer's copy of the drug test chain of custody and control form
 - Documents sent to the employer by the Medical Review Officer
 - Documentation of any driver's refusal to submit to a required alcohol or controlled substance test
 - Documents provided by a driver to dispute results of test
3. Documentation of any other violations of controlled substance use or alcohol misuse rules.
4. Records related to evaluations and training:
 - Records pertaining to substance abuse professional's (SAP's) determination of driver's need for assistance
 - Records concerning a driver's compliance with SAP's recommendations
5. Records related to education and training:
 - Materials on drug and alcohol awareness, including a copy of the employer's policy on drug use and alcohol misuse
 - Documentation of compliance with requirement to provide drivers with educational material, including driver's signed receipt of materials
 - Documentation of supervisor training

- Certification that training conducted under this rule complies with all requirements of the rule
6. Records relating to drug testing:
- Agreements with collection site facilities, laboratories, medical review officers (MRO's), and consortia
 - Names and positions of officials and their role in the employer's alcohol and controlled substance testing program
 - Monthly statistical summaries of urinalysis
 - The employer's drug testing policy and procedures

All required records shall be maintained in a secure location with limited access. Records shall be made available for inspection at the school corporation's central office within two business days after a request has been made by an authorized representative of the Federal Highway Administration.

LEGAL REFERENCE: 49 C.F.R. Part 382