

**GREENSBURG COMMUNITY SCHOOL
CORPORATION'S**

CLASSIFIED EMPLOYEE HANDBOOK

July 12, 2022

PURPOSE OF THE HANDBOOK

It is the intention of the Greensburg Community School Corporation ("GCSC") to comply with all local, state, and federal laws which are applicable. The policies contained in this Handbook apply to all GCSC employees, except when in direct conflict with special employment conditions set forth by various statutes governing employment relationships or unless otherwise specified in your Department's addendum.

WHILE THIS HANDBOOK IS INTENDED TO BE A HELPFUL GUIDE, IT IS NOT, AND SHOULD NOT BE CONSTRUED TO BE, AN EXPRESS OR IMPLIED CONTRACT OF CONTINUED EMPLOYMENT BETWEEN GCSC AND ANY EMPLOYEE.

Nothing in this Handbook is intended to, in any sense, constitute a contract of employment. GCSC is an "At-Will" employer which refers to the nature of the employment relationship which means that the employee may resign at any time and the employer may discharge an employee at any time with or without cause. No officer, agent, representative, or employee of GCSC, unless otherwise designated by the School Board, has the authority to enter into any agreement regarding the term of your employment or that modifies the "at will" relationship. Nothing in this Handbook or any GCSC policy, procedure, practice, benefit or rule shall create an express or implied contract with you or modify your "at-will" employment agreement.

This Handbook cannot anticipate every circumstance that may arise in the workplace or to provide information that answers every possible question. GCSC therefore reserves the right to revise, supplement, or rescind any policies or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion. These policies and procedures apply to all GCSC employees, except when in conflict with special employment conditions imposed by appropriate authorities.

While GCSC believes these policies are accurate, they are only summaries, and any discrepancies between these summaries (such as insurance policies) shall be governed by the actual terms of the underlying, more detailed plan documents. While we believe this Handbook complies with all federal, state, and local laws, to the extent there is a conflict between the terms of this Handbook and requirements imposed by any applicable law or ordinance, GCSC will fully comply with the law or ordinance. Should any provision in this Handbook be found to be invalid, such finding does not invalidate the entire Handbook, but only the subject provision.

Please read the Handbook carefully and keep it available for future use. Should you have any questions about this Handbook, or regarding any other employment matters, please ask your supervisor or any member of management. It is very important that you have a full and complete understanding of GCSC's policies, practices, benefits, and rules.

EMPLOYEE CLASSIFICATIONS

It is the intent of GCSC to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. **Any changes in employment classification shall be conveyed in writing. No change in employment classification is to be construed or inferred without written notification from the hiring authority.** The Employee classification descriptions are as follows (categories are not mutually exclusive):

CLASSIFIED: A classified employee is defined as any employee who does not require a license issued by the Professional Standards Board of the Indiana Department of Education to perform his or her duties. Classified employees within the school district may work either during the school year (ten-month duration but less than twelve months) or for a full calendar year (twelve-month employees). Specific working hours will be established and assigned by the classified employee's Department Head.

PROBATIONARY: There is a probationary period as determined by the Department Head, during which new employees are on a probationary status to determine whether or not the association is mutually advantageous. If an employee successfully completes the probationary period, he/she enters the "regular" employment classification.

REGULAR, FULL-TIME: An employee who is regularly scheduled to work *at least* thirty (30) hours per week. Generally, regular, full-time employees are eligible to receive all of the benefits, leaves, and paid time off described in this Handbook, subject to the terms, conditions, and limitations of each benefit program. An employee who works a full-time schedule on a temporary/seasonal basis is not a full-time employee.

For health insurance purposes only, a full-time employee is one who averages thirty (30) hours or more per week throughout the calendar year.

TEMPORARY OR SEASONAL: An employee whose services are seasonal or related to special projects or assignments. There are no limits on the number of hours per week a temporary/seasonal employee may be scheduled to work, except as dictated by budgetary constraints or as required by law. Temporary/seasonal employees are not eligible for benefits, leave or paid time off, except as required by law. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period or in excess of initially projected work hours does not in any way imply a change in employment status. Full-time, part-time, temporary and seasonal employees retain that status unless and until notified of a change.

EXEMPT/NONEXEMPT: All employees are classified as either "exempt" or "non-exempt" under the Fair Labor Standards Act ("FLSA"). Non-exempt employees, as defined under the FLSA, are entitled to overtime pay for all hours worked over forty (40) hours in

a standard work week at a rate of one and a half (1½) times regular hourly rate. Exempt employees are not entitled to overtime pay.

AT-WILL STATUS. All employment relationships, regardless of classification, GCSC are considered “at-will” arrangements, and either party is free to terminate the relationship at any time for whatever reason. These classifications do not guarantee employment for any specific period of time. The “at-will” arrangement may not be varied except in writing by the School Board.

The term “Department Head” used throughout this Handbook means an employee who manages the following departments: Transportation, Food Services/Cafeteria, Technology, custodial and Maintenance. For Central Office staff, the Department Head shall mean the Superintendent. For Building Secretaries and Teaching Assistants, the Department Head shall mean the building Principal.

EQUAL EMPLOYMENT OPPORTUNITY

GCSC prohibits, forbids, and does not tolerate discrimination on the basis of race, color, gender, national origin, religion, age, veteran status, sex, sexual orientation or gender identity, disability, pregnancy, or any other protected classification as established by federal, state, or local law.

This policy applies to all terms, conditions, and privileges of employment, including hiring, job assignment, training, promotion, transfer, compensation, benefits, assistance, layoff, recall, employee facilities, discipline, discharge, and retirement. All employment and personnel-related decisions are based solely upon legitimate, job-related factors, such as skill, ability, past performance, and length of service with GCSC.

GCSC’S strong commitment to equal employment opportunity requires a commitment by each individual employee. Compliance with the letter and spirit of this policy is required of all employees. Violations of this policy should be immediately reported to your Department Head or to Administration Office under the Complaint Procedure provided below. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

ANTI-HARASSMENT POLICY

GCSC is committed to providing a work environment that is free from all forms of discrimination and harassment. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon or derisive of a person’s race, color, religion, sex, sexual orientation, gender identity, pregnancy, national origin, ancestry, age, genetic information, disability, citizen status, veteran status, military service, marital status or any other legally protected category as established by federal, state, or local law, where the unwelcome conduct affects tangible job benefits, unreasonably interferes with an

individual's work performance, or creates an intimidating, hostile, or offensive working environment. All employees have a personal responsibility to keep the workplace free of any such harassment.

This policy applies to any relationship or dealings that GCSC employee has in the workplace or in connection with the performance of job duties. Therefore, the prohibition against harassment applies to employees, customers, vendors, and others with whom GCSC does business with or services.

Sexual Harassment. While all forms of harassment are strictly prohibited, GCSC emphasizes its prohibition of sexual harassment. Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Other Unlawful Harassment. Harassment on the basis of any other protected characteristic is also prohibited. More specifically, this policy prohibits verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity, pregnancy, national origin, ancestry, age, genetic information, disability, citizen status, veteran status, military service, marital status or any other legally protected category as established by federal, state, or local law. Harassing conduct includes, but is not limited to, the following conduct: making epithets or slurs; negative stereotyping; threatening, intimidating, or

hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion and that is placed on walls or elsewhere on GCSC premises or circulated in the workplace.

Violations of this policy should be immediately reported to your Department Head or to the Administration Office under the Complaint Procedure provided below. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

For access to GCSC's Title IX Policy contact the Title IX Coordinator: Tammy Williams. Address: 1312 W. Westridge Parkway, Greensburg, IN 47240 Phone: (812) 663-4774. Email: twilliams@greensburg.k12.in.us.

COMPLAINT PROCEDURE

If you experience or witness harassment or discrimination in the workplace, report it immediately to your Department Head. If your Department Head is unavailable or if you are uncomfortable contacting that person, you should immediately report the harassment or discrimination to the Administration Office.

Complaints will be investigated by GCSC or designee retained by GCSC as determined by the Superintendent. If the complaint is filed against the Superintendent, the School Board shall appoint the investigator. In addition, other individuals may be included in reviewing the investigation and outcome at the discretion of the appointed investigator.

All allegations of harassment or discrimination will be quickly and discreetly investigated. The investigation may include interviews with the person making the complaint, the person against whom the complaint is made, any potential witnesses identified by either person, or any person whom GCSC believes has relevant information. To the extent possible, your confidentiality and that of any witnesses and the alleged perpetrator will be protected against unnecessary disclosure. The results of the investigation will be discussed with the person involved, and appropriate disciplinary action, if any, will be taken, up to and including termination.

Any supervisor who has witnessed or becomes aware of the alleged occurrence of sexual harassment or retaliation or receives a complaint of sexual harassment involving a person within that supervisor's purview is required to take prompt corrective action and to report the incident to your Department Head or the Administration Office. Failure of a supervisor to immediately take corrective action or to report the incident shall constitute misconduct subject to disciplinary action.

GCSC recognizes that making false, bad faith accusations can have serious consequences for those who are wrongly accused. GCSC prohibits knowingly making false and/or

malicious misconduct allegations, as well as deliberately providing false information during an investigation.

NON-RETALIATION POLICY

GCSC does not tolerate retaliation against anyone who complains or participates in the investigation. If an individual attempts to retaliate, severe discipline, up to and including termination, will be imposed, regardless of the outcome of the investigation. If any employee believes that he or she has been retaliated against for exercising his or her rights under the Anti-Harassment or Equal Opportunity Policies, the employee should report such conduct using the Complaint Procedure set forth above.

ACCOMMODATING INDIVIDUALS WITH DISABILITIES

It is the policy of GCSC that qualified individuals with disabilities not be excluded from participation in or benefit from the services, programs or activities of GCSC. It is the policy of GCSC not to discriminate against a qualified individual with a disability in: job application procedures; the hiring, advancement or discharge of employees; employee compensation; job training, and other terms, conditions and privileges of employment. It is the intent of GCSC to comply with all applicable requirements of the Americans with Disabilities Act (ADA).

If you have a disability and need an accommodation to allow you to perform the essential functions of your position, you should bring this to the attention of your Department Head immediately. Medical information obtained as a result of this process will be maintained in a separate and confidential file.

If you experience concerns or issues with this policy, report it immediately to your Department Head, your building administrator, or the Administration Office. If your Department Head is unavailable or if you are uncomfortable contacting that person, you should immediately report the harassment or discrimination to the Administration Office.

PERSONNEL POLICIES AND OTHER MATTERS

EXPANDED CRIMINAL BACKGROUND CHECKS

To protect students and staff members, the School Board requires an inquiry into the personal background of each applicant the Superintendent recommends for employment. Such an inquiry shall also be made for substitutes. The Superintendent shall establish the necessary procedures for obtaining personal background information on each applicant recommended for employment which shall include the following:

- an expanded criminal history check as defined by I.C. 20-26-2-1.5
- an Indiana expanded child protection index check in other states

- an expanded child protection index check as defined by I.C. 20-26-2-1.3
- a search of the national sex offender registry maintained by the United States Department of Justice
- a search of the State child abuse registry

The School Board requires that an expanded criminal history check be conducted for each applicant for employment who is likely to have direct, ongoing contact with children within the scope of his/her position before or not later than thirty (30) days after the start of the applicant's employment by the Corporation, and that an Indiana expanded child protection index check be conducted for each applicant for employment who is likely to have direct, ongoing contact with children within the scope of his/her employment before or not later than sixty (60) days after the start of the applicant's employment by GCSC.

The School Board is prohibited from continuing the employment of; contracting with; or continuing to contract with a person who has been convicted of an offense requiring license revocation per I.C. 20-28-5-8(c), unless the conviction has been reversed, vacated, or set aside on appeal.

The School Board shall consider whether information obtained concerning an individual's conviction for one of the offenses described in I.C. 20-26-5-11(b) constitutes grounds to not employ, or to not contract with, or to terminate the employment of or contract with the individual.

The procedures shall provide that information and records obtained from pre-employment inquiries under this policy are confidential and shall not be released except as necessary to implement this policy, defend a decision made pursuant to this policy, or comply with I.C. 20-26-5-11.5 when responding to a request for an employment reference from another school for a current or former employee. Any costs associated with obtaining the expanded criminal history check and the expanded child protection index check are to be borne by the applicant.

MANDATORY REPORTING REQUIREMENTS

As an agency of the State, the School Board is concerned with the physical and mental well-being of all students and will cooperate in the identification and reporting of cases of suspected child abuse or neglect in accordance with law.

Each staff member employed by GCSC shall be responsible for reporting **immediately** every case, whether ascertained or suspected, of abuse, abandonment, cruelty, or neglect resulting in physical or mental injury to a student by other than accidental means. If a staff member has reason to believe a child is a victim of abuse or neglect, s/he shall **immediately make a report** to the Department of Child Services ("DCS") by calling the Indiana Child Abuse and Neglect Hotline at 1-800-800-5556, or by making a report to GCSC's School Resource Officer. After making the report, the staff member shall notify

the appropriate building administrator of the circumstances that led to the report that the staff member made to DCS or the police.

Failing to report suspected child abuse or neglect is a Class B misdemeanor, which is punishable by up to 180 days in jail and a \$1,000 fine.

EMPLOYEE CONDUCT/DISCIPLINE

The following work rules and principles of job performance are adopted as guidelines for monitoring behavior and exercising disciplinary actions. It is impossible to list all situations in which disciplinary action will be necessary. GCSC employees are expected to follow procedures and guidelines set forth by GCSC and the employee's office/department policies and procedures. GCSC reserves the right to issue discipline as necessary and may impose more severe discipline for any offense dependent on the severity on the offense.

An employee may be subject to disciplinary action up to discharge for any lawful reason including, but not limited to, unsatisfactory work performance, excessive absenteeism, incompetency, immorality, direct disobedience to orders or instructions, breach of employment duties, willful neglect to conform to the rules and regulations of the schools, or physical inability to perform the essential functions of the job position. Such physical inability shall be determined by a competent physician to be named by GCSC.

All personnel will be evaluated annually. A copy of the evaluation will be discussed with each employee by the one doing the evaluating. Each employee will sign a copy of the evaluation indicating that it has been discussed with the employee. The employee will receive a copy of the evaluation.

DRUG FREE WORKPLACE

The School Board has declared GCSC a Drug-Free Workplace. In accordance with Administration Policy, all employees shall remain free of any alcohol or non-prescribed controlled substance in the workplace throughout his/her employment in the corporation.

WAGE AND HOUR ADMINISTRATION

PAYDAYS

Classified employees are paid according to the payroll schedule as agreed upon by the School Board. The employee will be provided with a payroll schedule for the designated year.

When any pay date during the school year falls on a non-school day, the direct deposit will be made on the last day preceding such scheduled pay date. **In no case should this early payment procedure result in anyone receiving 27 pays in any one year.**

Every seven years an adjustment in the pay schedule must be made to continue with a 26-payroll period.

PAY CORRECTIONS

GCSC takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Administration Office, so corrections can be made as quickly as possible.

PAY DEDUCTIONS/GARNISHMENTS

No payroll deductions will be made from an employee paycheck unless authorized by the employee or required by law. When decreed by court order or state law, including past due taxes, GCSC will deduct an amount determined by the court or the state from the gross wages of the employee. Employees are required to report changes in family status, address, or other information that could affect amount of deductions withheld. GCSC is legally required to make certain deductions from each employee's paycheck, including federal, state and local income taxes. GCSC must also deduct social security taxes on each employee's earnings.

Questions concerning paycheck deductions and/or methods of calculation should be directed to the Administration Office.

WORK SCHEDULE

Maintenance /Custodial/ Building Secretaries/Technology/Transportation (non-bus drivers)

The work schedule for building secretaries, and technology and maintenance personnel, are assigned at the building level by the Department Head.

All employees who work eight or more hours in a day are required to take an unpaid meal break of 30 minutes. Employees are to be completely relieved from duty during their meal break. Meal breaks are not counted toward hours worked. The meal breaks will be approved by the Department Head and may vary according to building needs. Adjustments to the beginning and ending times of the workday may be made at the discretion of the Department Head. However, the total number of hours worked per week shall not exceed 40 hours unless approved by the Superintendent.

Central Office Personnel

Adjustments to the beginning and ending times of the workday may be made by the Superintendent to allow for proper coverage of the office. However, the total number of hours worked per day shall be no less than seven (7) hours. All employees who work eight or more hours in a day are required to take an unpaid meal break of at least 30 minutes and no more than sixty (60) minutes. Employees are to be completely relieved from duty during their meal break. Meal breaks are not counted toward hours worked.

Instructional Assistants

The annual/daily work schedule for each employee shall be established by the building Principal and approved by the Superintendent or his/her designee. The working week for the instructional assistant shall not exceed 29 hours. This includes all hours worked for GCS including but not limited to ticket taking, bus monitoring, building checks, and coaching.

Bus Drivers

The work and transportation schedules are assigned by the Department Head.

TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Federal and state laws require GCSC to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Every employee is responsible for accurately recording their time worked on GCSC forms or time keeping machines. It is the responsibility of those employees who are required to maintain a timesheet, to properly record the time that he/she has worked during a payroll period. Any used earned paid time off, sick leave, compensatory time, or any other approved leave must be listed where indicated. At the end of the reporting period, the employee may be required to sign the timesheet, verifying its accuracy.

No employee, except an employee in a supervisory position, may record the time of any other employee. Any omissions of starting and stopping times, as well as any deviation from regularly scheduled hours, must be approved, in advance, by the employee's supervisor. Falsifying time sheets may be cause for disciplinary action, up to and including immediate termination. Any employee directed or encouraged by a supervisor to make an inaccurate entry on a time record shall immediately report this to your Department Head or the Administration Office.

Tampering, altering, or falsifying time records, or recording time on another employee's time record shall result in disciplinary action, including discharge.

PAY RAISE PROCEDURE

Final determination for the approval of any pay raise is made by the Superintendent with the approval of the School Board. Base salary or wage rates are determined by the Superintendent or designee and approved by the School Board.

OVERTIME

Must be approved in advance by the Department Head. Holiday, PTO, Sick, and Vacation hours will not be counted as “hours worked” for the purposes of determining whether overtime is due.

PAID TIME OFF/LEAVES

HOLIDAYS (12-Month Employees)

All 12-month full-time employees are eligible for holiday pay. GCSC observes a specific number of paid holidays each year. Holiday pay is based on the employment status of the employee, i.e., full-time 12-month employee will be credited with the employee’s regularly scheduled hours for the applicable holiday, and will be compensated for those hours at the employee’s regular rate of pay.

The paid holidays are:

Memorial Day	1 Day
Labor Day	1 Day
Thanksgiving	2 Days
Christmas	2 Days
New Years	2 Days
Good Friday	1 Day
Fourth of July	1 Day
Juneteenth Day	1 Day

Should the holiday occur on a Saturday or Sunday, either the Friday before or the Monday after will be observed as the paid holiday. If an eligible holiday occurs while the employee is on paid leave, the holiday will be paid. However, holidays, do not extend the total paid leave entitlement.

PAID TIME OFF (Personal & Sick Days)

Paid Time Off (PTO) provided for personal and/or sick use are granted on a school year basis. A school year is defined as July 1 of a given year through June 30 of the following

year. Individuals who are hired after the beginning of the school year will be awarded Paid Time Off on a prorated basis.

When employment is terminated voluntarily or involuntarily, the employee will not be paid any unused PTO time that has accrued but has not been used as of the Termination Date. An employee who is indebted for advanced vacation leave that was used, but not earned, and separates from GCSC is required to refund the amount of advanced vacation leave. In accordance with Indiana law, GCSC will deduct that amount from any pay due the employee upon separation.

PTO shall be granted and accrued based on the following schedule:

	New Hire PTO Accrual	PTO Accrual Per School Year	Max Accumulated Sick Days
Instructional Assistants	17.25 hours granted upon completion of 90-day probationary period 23 hours granted upon completion of 180-days of employment if the employee remains in good standing.	40.25 hours	517.5 hours
Cafeteria (3 or less workdays)	2 days granted upon completion of a 90-day probationary period 3 days granted upon completion of 180-days of employment if the employee remains in good standing.	At the end of the school year, employee will be paid for any unused PTO days in the year issued at the employee's regular rate of pay.	N/A
Cafeteria (3 or more workdays)	3 days granted upon completion of a 90-day probationary period 4 days granted upon completion of 180-days of employment if the employee remains in good standing.	At the end of the school year, the employee will be paid for any unused PTO days in the year issued at the employee's regular rate of pay.	N/A

Building Secretaries / Technology	24 hours granted upon completion of a 90-day probationary period	80 hours	720 hours
	56 hours granted upon completion of 180-days of employment if the employee remains in good standing.		
Transportation (non-bus drivers)	3 days granted upon completion of a 90-day probationary period	10 days	90 days
	7 days granted upon completion of 180-days of employment if the employee remains in good standing.		
Custodian (40 hours)	24 hours granted upon completion of a 90-day probationary period	80 hours	720 hours
	56 hours granted upon completion of 180-days of employment if the employee remains in good standing.		
Custodian (29 hours)	17.25 hours granted upon completion of a 90-day probationary period	40.25 hours	517.5 hours
	23 hours granted upon completion of 180-days of employment if the employee remains in good standing.		
Central Office	3 days granted upon completion of a 90-day probationary period	10 days	90 days
	7 days granted upon completion of 180-days of employment if the		

employee remains in good standing.

Personnel may elect to cash-out any unused, accumulated PTO at \$50.00 per day at the end of the school year **so long as employee has remaining balance of 90 accumulated sick days.**

Use of Accumulated Sick Days

Accumulated sick days are intended for when (1) an employee is medically unable to work due to a catastrophic illness, injury or health condition, and is not otherwise compensated by GCSC or by worker's compensation or disability benefits; or (2) the employee has been approved for FMLA leave to care for a spouse, child or parent with a serious medical condition. The notification requirements and employee responsibilities for using accrued sick days are the same as they are for PTO. Accumulated sick days cannot be used as personal or vacation days. GCS reserves the right to restrict the use of accumulated sick days in the best interest of the corporation.

Accumulated sick leave will not be paid out upon termination of employment, unless the employee qualifies for such pay pursuant to the Retirement Benefits Policy. An employee who uses all the accrued paid time off, including accumulated sick days, is not eligible for additional paid time off, unless the absence falls into another category of paid leave for which the employee is eligible.

VACATION DAYS (12-month Full-Time Employees)

Vacation time will be awarded based upon a July 1 to June 30 calendar year. Earned vacation is based on your length of employment, according to this chart:

SERVICE	VACATION
1 year	1 Week
2 Years	2 Weeks
15 Years	3 Weeks
20 Years	4 Weeks

New employees receive five (5) days of vacation after completing twelve (12) full months of employment. No vacation time is given until 12 months of employment is complete.

The time for taking such vacations shall be subject to the approval of the Department Head. Vacation time cannot be carried forward from one (1) year to the next.

Due to the importance of having school ready for use each fall, there will be no vacation time one week prior to the opening or last week of school.

When an employee separates employment from GCSC (voluntarily or through termination) all unused vacation days will be paid according to a prorated schedule as to days worked for that year.

Custodial staff are subject to the following restrictions for use of vacation time:

- Up to 2 weeks taken during Summer Break
- Remaining vacation time must be taken over the Fall Break, Christmas Break, and/or Spring Break

DAYS OFF WITHOUT PAY

Employees shall not be absent from their assigned duties beyond their accrued paid leave days except as specifically authorized by the Department Head or his/her designee for emergency situations, subject to verification of the emergency situation.

Authorized Days Off Without Pay under these circumstances is limited to three (3) days within a twelve (12) month period, unless approval for more time is granted by the authorizing Department Head. Days Off Without Pay means a workday on which the employee does not report to work and for which the employee either a) has no remaining paid leave to cover, or b) has requested that he/she not be paid and not have any accrued paid leave remaining. Employees who use Days Off Without Pay in a manner that is inconsistent with this policy will be subject to discipline up to and including termination of employment.

BEREAVEMENT LEAVE

In the case of death in the immediate family of an employee he/she is entitled to be absent without loss of compensation for a period extending beyond such death for not more than the number of consecutive school days provided below:

In the case of death of a:

- a. Spouse, child, stepchild, not more than five (5) days;
- b. Father, mother, son-in-law, daughter-in-law, grandchild, grandparent, father-in-law, mother-in-law, brother, sister, not more than three (3) days;
- c. Any other step relative or relative of the employee or the employee's spouse not more than one (1) day.
- d. Any extension of allowed days off will require the Superintendent's approval and the use of PTO days or days without pay if PTO is not available.

If services occur on a non-workday (vacation, weekend, holiday), those days are included in the allotment. In the case of death of an employee of the school employer, time off for attendance at the last burial/memorial rites may be allowed to a limited number of other employees, such number to be consistent with the necessary operation of the school corporation as determined by the school employer.

JURY DUTY

Employees will be allowed time off for Jury Duty. Employees will be paid their regular rate for the time they serve on Jury Duty (hourly, daily, etc.). If an employee receives compensation for Jury Duty, they must submit it to the Central Office.

FAMILY AND MEDICAL LEAVE

Greensburg Community School Corporation (“GCSC”) provides leaves of absence to eligible employees for certain family and medical reasons in compliance with the Family and Medical Leave Act of 1993 (“FMLA”), as amended. In addition, the U.S. Department of Labor’s FMLA Notice is posted in the workplace and included at the end of this policy.

Eligibility

To be “eligible” for FMLA an employee must have worked for the GCSC as of the date the requested leave is to begin:

1. for at least 12 months; and
2. for at least 1,250 hours during the previous 12 months before the date the leave begins.

Reasons for Leave

FML may be requested for the following reasons:

1. **Employee Medical Leave.** This leave is for the employee’s own “serious health condition” if the condition renders him unable to perform his job functions.
2. **Family Medical Leave.** This leave is to care for the “serious health condition” of the employee’s spouse, child, or parent.
3. **Parenting Leave.** This leave is to care for a new son or daughter, including by birth, adoption, or foster care placement. An employee may take Parenting Leave only during the 12-month period that begins on the date of the birth, adoption, or placement. This leave cannot be taken intermittently or on a reduced schedule.

4. **Military Family Exigency Leave.** This leave is for a qualifying exigency arising from the fact that the employee’s spouse, son or daughter, or parent is on or has been called to covered active duty in the U.S. Armed Forces. Qualifying exigencies include making arrangements necessitated by short-term deployments, attending certain military events and related activities, assisting the service member with alternative child care arrangements when the active duty or call to active duty status necessitates a change in the existing arrangements, assisting the service member with certain financial and legal arrangements related to active duty or the call to active duty, attending counseling arising from covered active duty or the call to covered active duty, spending time with the military member who is on short-term, temporary rest and recuperation leave, and caring for a military member’s parent when the parent is incapable of self-care.

5. **Covered Servicemember Leave.** This leave is to care for the employee’s spouse, child, or parent who is a Covered Servicemember with a Serious Illness or Injury incurred or aggravated in the line of active duty on active duty. Also, this leave may be taken by an employee who is the next of kin of a Covered Servicemember.

Duration of Leave

An eligible employee is entitled to a total of 12 work weeks of leave during a “rolling” 12-month period measured backward from the date he uses FML other than Covered Servicemember Leave.

For Covered Servicemember Leave, eligible employees are entitled to up to 26 workweeks of leave in a single 12-month period. For purposes of Covered Servicemember Leave only, the “single 12-month period” is the 12-month period measured forward from the first date of Covered Servicemember Leave.

If married spouses are both eligible employees, each will be permitted to take only (1) a combined total of 12 weeks for Parenting Leave and (2) a combined total of 26 weeks in a single 12-month period for Covered Servicemember Leave.

Substitution of Paid Time

Generally, FMLA is unpaid. However, if an employee has available paid time off benefits and the circumstances of their FMLA qualify under the terms of the applicable benefit plan(s), the employee must use all available paid time off concurrent with FMLA.

Specifically, FMLA will run concurrently with specified benefits as follows:

<u>TYPES OF PAID TIME OFF</u>	<u>APPLIED DURING</u>				
	<u>Parenting Leave</u>	<u>Family Medical Leave</u>	<u>Employee Medical Leave</u>	<u>Military Family Exigency Leave</u>	<u>Covered Service Member Leave</u>

PTO	Yes	Yes	Yes	Yes	Yes
Accumulated Sick Days	Yes	Yes	Yes	Yes	Yes
Vacation Days	Yes	Yes	Yes	Yes	Yes

Employees will not be required to use available paid time off when receiving disability or worker's compensation benefits. However, if disability or worker's compensation benefits provide replacement income less than the employee's full salary, employees may elect to use available paid time off to supplement such benefits with a written request to the GCSC's Administration Office, so long as the plan permits this supplement. FMLA will run concurrently with disability or worker's compensation benefits, regardless of whether the employee supplements those benefits with available paid time off.

Intermittent or Reduced Schedule Leave

Under certain circumstances, an employee may take intermittent or reduced schedule leave in increments of no less than one hour.

"Intermittent leave" generally means leave taken on an occasional basis for such reasons as medical treatments. "Reduced schedule leave" means a temporary, but regular, change in the employee's usual number of hours per day or hours per week.

For Family Medical, Employee Medical, or Covered Servicemember Leave, the employee may take an intermittent or reduced schedule leave if it is medically necessary. An employee must provide certification that a medical need for leave exists and that the medical need can best be met through an intermittent or reduced schedule leave. Military Family Exigency Leave may also be taken on an intermittent or reduced schedule basis. An employee is not entitled to take leave intermittently or on a reduced schedule for Parenting Leave.

Employees needing intermittent leave or a reduced schedule must make reasonable efforts to schedule leave so as not to disrupt operations. In addition, if an employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, The GCSC may require the employee to transfer temporarily to an available alternative position, with equivalent pay and benefits, for which the employee is qualified and that better accommodates intermittent or reduced schedule leaves.

Notification Requirements

An employee must request FMLA at least 30 days before the date FMLA is to begin by requesting and completing a Request for Leave Form except in cases of medical emergency, unexpected changed circumstances, or where the need for leave is unforeseeable. In those cases, the employee must give notice as soon as practicable after he is aware that he needs to take FML. Request for Leave Forms can be obtained from the Administration Office.

An employee requesting Family Medical, Employee Medical, or Covered Servicemember Leave, must submit a medical certification from the employee's or family member's health care provider within 15 days after GCSC delivers the written request for medical certification for FMLA. The certification must also notify the GCSC of the reasons why the intermittent or reduced schedule leave is medically necessary and of the schedule for treatment if applicable. Employees requesting Military Family Exigency Leave must also submit certification of the qualifying exigency within 15 days after the GCSC's written request.

If an employee fails to give 30 days' notice for a foreseeable leave with no reasonable excuse for the delay, the GCSC may deny FMLA until at least 30 days after the date the employee provides notice of the need for FMLA. After an employee submits a medical certification, the GCSC may require an employee to obtain a second opinion from a provider of employer's choice and at its expense. In some cases, the employer may require, at its expense, a third opinion from a provider selected jointly by the employee and the employer.

During leave, an employee may be required to report periodically on his/her status and intent to return to work.

When on a Family or Employee Medical Leave, an employee may also be required to submit medical recertifications periodically during the leave period subject to the same rules as the initial medical certification. Medical recertifications may also be required under certain specific circumstances, for example, (1) when an employee requests an extension for a leave, (2) when circumstances under an initial certification have significantly changed, (3) when there is information which casts doubt on the current medical certification, or (4) when an employee is unable to return to work after leave.

Upon the conclusion of any Employee Medical Leave, the employee must present certification from his/her health care provider that s/he is able to return to work. Unless and until an employee provides this fitness-for-duty certification on the GCSC's form and the Superintendent informs the employee's Department Head the employee is medically released to return to work, the employee will not be able to return to work. Employment will be terminated if the employee does not timely provide the certification.

Continuation of Benefits

As a general rule, FMLA is unpaid. The GCSC, however, will maintain an employee's coverage under its group health plans on the same conditions during FMLA as if the employee had been employed continuously during the FMLA period.

An employee may choose not to continue coverage. An employee who continues health coverage must continue to pay his share of the premiums during an FMLA period to maintain coverage. An employee's premium payment is due on the same schedule as premium payments are made under COBRA.

The GCSC's obligation to continue health coverage during FMLA will end if the employee's premium payment is more than 30 days late. Even if an employee does not continue health coverage during leave, the GCSC will restore regular coverage if the employee returns to work.

Job Restoration Right

Upon return from leave, employees will generally be restored to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Certain salaried key employees (as defined by the FMLA) may be denied restoration if their reinstatement would cause substantial and grievous economic injury to the GCSC. If, during leave, a reduction or other event occurs that would have changed, or even eliminated, the employee's job had the employee not taken leave, the returning employee will have no greater rights than if the employee had been continuously employed during leave. GCSC Administration will determine whether an employee will be restored to the same position or to an equivalent position.

If an employee chooses not to return to work after leave expires, the GCSC may recover its share of health insurance premiums paid on the employee's behalf during the leave period. The GCSC will seek to recover those premiums unless the employee fails to return because of (1) the continuation, recurrence, or onset of a serious health condition (or serious illness or injury, with respect to Covered Servicemember Leaves) that would otherwise entitle the employee to FMLA or (2) other circumstances beyond the employee's control. If an employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition (or serious illness or injury, as applicable), the employee must provide a medical certification of his serious health condition or serious illness/injury within 30 days from the date the GCSC requests it. If the employee does not provide the certification in a timely manner, the GCSC may recover its share of the health insurance premiums paid for the employee during the entire FMLA period.

At the exhaustion of FMLA, if an employee is unable to return to work, employment will be administratively terminated unless the employee timely requests and is eligible for an Extended Medical Leave Of Absence. Request for extended leave must be submitted to the Chief in writing within 5 days of the expiration of FMLA or extended leave will be denied and employment administratively terminated.

Selected Definitions

"Parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in the place of the employee's parent when the employee was a Son or Daughter (see definition of "Son or Daughter" below). The term "Parent" does not typically include parents "in law" or "grandparents."

"Son or Daughter/Child" means a biological, adopted or foster child, a stepchild or legal ward of an employee, or a child for whom the employee stands in the place of his parent, who is either (1) under age 18 or (2) an eligible adult child age 18 or older and incapable of

self-care because of a mental or physical disability at the time that FMLA is to commence. (This definition does not apply to Covered Servicemember Leave or Military Family Exigency Leave.) As a matter of policy, we will provide FMLA to parents for children older than 17 if the child is living with the parent and enrolled in high school.

“Son or Daughter/Child of a Covered Servicemember” means a Covered Servicemember’s biological, adopted or foster child, stepchild, legal ward, or a child for whom the Covered Servicemember stood in the place of his parent, who is of any age. (This definition only applies to Covered Servicemember Leave.)

“Son or Daughter/Child on covered active duty” means (1) the employee’s biological, adopted or foster child, stepchild, legal ward, or a child for whom the employee stood in the place of the parent when the child was under 18, (2) who is on or called to covered active duty, and (3) who is of any age. (This definition only applies to Military Family Exigency Leave.)

“Covered Active Duty” means, in the case of a member of the regular Armed Forces, duty during deployment to a foreign country. In the case of a member of a reserve component of the Armed Forces, covered active duty means duty during deployment to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

“Covered Servicemember” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the military’s temporary disability retired list for a serious illness or injury. Covered Servicemember also means a veteran who (1) is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and (2) was a member of the Armed Forces (including a member of the National Guard or Reserves) and was released or discharged, other than dishonorably, at any time during the 5-year period before the first date the eligible employee takes Covered Servicemember Leave.

“Serious Illness or Injury” with respect to a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred or aggravated in the line of duty and on active duty that renders the Covered Servicemember unfit to perform the duties of his or her office, grade, rank or rating. With respect to a Covered Servicemember who is a veteran, Serious Illness or Injury means a qualifying illness or injury (as defined by the Secretary of Labor) that was incurred or aggravated in the line of duty on active duty in the Armed Forces and that manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness incurred or aggravated when the veteran was a member of the Armed Forces and rendered him unable to perform the duties of his office, grade, rank, or rating; (2) a physical or mental condition for which the veteran has a VA Service Related Disability Rating of 50% or greater; (3) a physical or mental condition that substantially impairs the veteran’s

ability to secure or hold gainful employment because of disability related to military service; or (4) an injury (including a psychological injury) for which the veteran has been enrolled in the GCSC of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

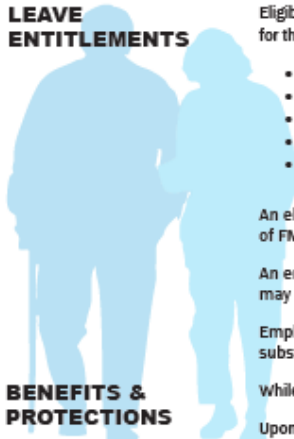
“Outpatient Status” with respect to a Covered Servicemember who is a current member of the Armed Forces means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

“Veteran” is defined by 38 U.S.C. § 101.

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

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

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

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

www.dol.gov/whd

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



LIFE INSURANCE

GCSC will provide a \$50,000 (fifty thousand dollar) life insurance policy for all Building Secretaries, Custodians, Transportation (non-bus drivers), Central Office, Technology, Teaching Assistants and Maintenance employees who work at least 29 hours per week.

HEALTH INSURANCE

Subject to the provisions of the Group Contract, classified employees who are actively employed at a regular full-time job for a minimum of 30 hours per week shall be eligible to apply for membership in the group health insurance plan within 30 days of his/her date of employment. If an employee elects to not enroll at the time of employment, the employee cannot apply for membership until the next enrollment period unless there is a qualifying event. Enrollment period occurs October of each year.

Applications for corporation sponsored health insurance must be received by the approved carrier within thirty (30) days of the hire date. Coverage will be effective the first day of the month following the carrier's receipt of the application.

The School Board will contribute toward the monthly premium in accordance to the agreed upon terms for the corporation teacher's contract. The balance of the premium is paid by the employee through bi-weekly payroll deductions.

Beginning in the **2020-2021** school year the Spousal Rule is in effect.

WORKMAN'S COMPENSATION

GCSC provides a comprehensive worker's compensation insurance program at no cost to eligible employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. **Workers compensation eligibility and benefits are determined by state law.**

Subject to applicable legal requirements, worker's compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately. While on worker's compensation disability, employee benefits shall accrue.

Any employee who sustains a work-related injury or illness should inform his or her Department Head immediately within 24 hours. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

As specified by Indiana worker's compensation statutes, when a compensable injury renders an employee unable to work, compensation for lost wages is paid starting on the

eighth (8th) day. However, on the twenty-second (22nd) day of disability the employee will receive compensation for the first seven (7) days. The first weekly installment of compensation is due fourteen (14) days after the disability begins. Not later than fifteen (15) days from the date that the first installment is due, the employer/carrier must tender to the employee an Agreement of Compensation, along with compensation due.

If, however, the employer/carrier denies liability, a written notice of denial must be mailed within twenty-nine (29) days after the employer's knowledge of the alleged injury. The employer may obtain an additional thirty (30) day period if it establishes that the delay is due to an inability to obtain the medical information necessary to make a determination as to liability.

Certain injuries may be excluded from worker's compensation coverage (e.g., employee intoxication, self-inflicted injuries, failure to use safety appliances, committing a violation of work rules, failing to obey a reasonable written or printed safety rule, knowing failure to perform a statutory duty).

Neither GCSC or the insurance carrier will be liable for the payment of worker's compensation benefits or major illness/injury in-line-of-duty leave pay for off-duty injuries or illnesses that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored or not-sponsored by GCSC.

While an employee is on worker's compensation leave, he/she shall not be engaged in outside employment.

During worker's compensation leave employees may be required to submit periodic medical certifications on their serious health condition. Before returning to work, the employee shall provide medical certification from a health care provider verifying that he/she may safely return to work.

Worker's compensation leave is designated as Family and Medical Leave Act (FMLA) leave beginning with the first day of leave. All such leave time used counts against the employee's twelve (12) week FMLA entitlement.

SECTION 125

An IRS Section 125 Flexible Benefit Plan shall be available for all classified staff.

PUBLIC EMPLOYEE' RETIREMENT FUND

The Public Employees' Retirement Fund (PERF) was organized in 1945 as a result of legislative action. The purpose of PERF is to provide retirement, disability and survivor benefits for its members.

If you are considered an employee who works in a PERF-covered position for no less than 600 hours per year, you automatically become a member of PERF.

PERF-covered employees are required by state law to contribute 3% of their gross wages to the Fund. Greensburg Community School Corporation, as the employer, will contribute a percentage rate that is determined by the legislature. Upon termination, the employee's share is refundable with interest, if the employee elects to withdraw from participating in PERF. You will receive from PERF a yearly statement of your contributions to the account from INPRS.

UNEMPLOYMENT INSURANCE

GCSC is subject to the Provisions of the Indiana Employment and Training Services Act which is designed to provide wage earners a temporary partial replacement of income when employees lose their jobs through no fault of their own.

RETIREMENT BENEFITS

Recognition will be given to personnel for long and outstanding service to the students and faculty in the GCSC upon their retirement. GCSC will, upon the retirement of a school classified employee, present severance compensation of \$50.00 per day for each day of unused accumulated sick leave up to a maximum of \$4,500.00 will be presented.

You are eligible for severance compensation if you have worked for the GCSC and retire after meeting **both** of the following criteria:

55 years of age **and** have 15 or more years of creditable service.

In addition to meeting the above criteria, permanent retirement must be evidenced by providing proof of application for retirement benefits through the Public Employee's Retirement Fund (PERF).

In the event of the death of an employee, the retirement pay shall be paid to the estate of the employee.

Retirement severance compensation including unused sick leave and years of service compensation, shall not be payable to employees discharged for reasons other than reduction in force.

GRIEVANCE PROCEDURE

In the event that a classified employee is concerned with a policy, decision, or rule, the employee may submit a complaint within fifteen (15) days of the decision or rule in the following manner:

1. Meet with the immediate supervisor and discuss the employee's concerns.
2. If not satisfied with the supervisor's resolution the employee will make a formal written complaint within five (5) calendar days with the appropriate immediate supervisor.
3. The supervisor will provide the employee with a written response within five (5) working days. Appealing the immediate supervisor's written decision can be made to the superintendent of school in writing within five (5) calendar days.
4. The superintendent of schools will make a written decision within ten (10) calendar days and such decision shall be final. No reprisals of any kind shall be taken by any party against any other participant in the grievance procedure by reason of such participation.

All parties in interest may be represented at all steps of the grievance procedure by legal counsel.

APPENDIX A – BUS DRIVER ADDENDUM

Public Relations

Public relations are a very important part of each driver's job. You are Greensburg Community School Corporation to the students, parents and the general public.

The way you drive your bus has a great deal of effect on the public's opinion of the school corporation. The way you deal with people has a great deal of effect on the public's opinion of the school corporation.

The opinion the public has of you is the opinion the public has of the school corporation. Be sure people have a good opinion of both you and the school corporation.

APPLICATION FOR EMPLOYMENT

Applications for employment as a bus driver shall be made to the Superintendent's Office. Each applicant shall furnish to the Superintendent's Office proof of age.

Applicants must be eligible for a Public Passenger Chauffeur's License and/or a Commercial Driver's License (Effective July 31, 2002, and pass the bus driver's course as prescribed the State of Indiana.) and have a School Bus "S" Endorsement effective September 30, 2005.

Employment is contingent upon a recommendation by the Superintendent and approval of the Board of School Trustees. A person may be temporarily hired pending the recommendation of the Superintendent and approval by the Board of School Trustees at its next regularly scheduled meeting. Individuals so hired must be informed that their employment is temporary until a recommendation is made by the Superintendent and the Board of School Trustees approves of said employment.

ALCOHOL AND CONTROLLED SUBSTANCE TESTING POLICY

Alcohol and drug tests will be given in accordance with the approved procedures when directed by the Superintendent or Supervisor of Transportation.

Drivers will be tested under the following guidelines:

A. PRE-EMPLOYMENT

Under no circumstance will an individual be placed on the payroll without proof of a successful completion of alcohol and drug tests. Any individual who refuses to submit to such tests, has a detectable amount of alcohol in his/her system, or has a positive controlled substance test result will not be considered for employment with the school corporation.

B. RANDOM

A minimum rate of fifty percent (50%) of drivers shall be tested annually for drugs and twenty-five (25%) of drivers shall be tested annually for alcohol. Random drug and alcohol testing may be combined. For example, when testing at fifty percent (50%) drug random rate and twenty-five (25%) alcohol random rate, half of the randomly selected drivers chosen for testing would be tested for both drugs and alcohol, while the rest could be tested only for drugs.

C. POST-ACCIDENT

Drivers are required to submit to drug and alcohol testing as soon as possible following a "DOT" accident which involves the loss of human life or the driver receives a citation under State or local law for a moving traffic violation arising from the accident.

A "DOT" accident is defined as an occurrence involving a commercial motor vehicle operating on a public road which results in:

1. a fatality
2. bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident;
3. 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 or may be deemed by the School Corporation to have refused to submit to 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 (8) hours following the accident, or until she/he 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, she/he 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.

Actions to take in a post-accident testing situation:

1. treat injuries
2. work with law enforcement
3. explain the need for testing
4. work with medical facility
5. collect specimens promptly
6. document events

ASSIGNMENT OF PERSONNEL

All bus drivers shall be under the general supervision of the Superintendent or his designee. Direct supervision will be the responsibility of the Superintendent's designee.

Assignments of Corporation assigned route drivers within the department will be made by the Superintendent or designee with approval by the Superintendent.

EVALUATION OF BUS DRIVERS

Bus drivers will be evaluated in writing annually by the Superintendent or designee.

ABSENCES AND TARDINESS

No school employed bus driver has the discretionary right to take time off without pay, under existing state law, contracts, or Board policy. All drivers are expected to be at their assigned duties on time on a daily basis. **The Transportation Director must be notified daily when a driver will not be able to drive, unless other arrangements have been made with the Transportation Director.**

Bus drivers who find it necessary to utilize approved leaves must notify the Transportation Director prior to the start of their route. The Director must be notified as soon as a driver knows he or she will not be able to drive to allow the Director ample time to secure a substitute.

The failure to report to work on days designated by a school bus driver's contract, or applicable school calendar, without an authorized excuse, would constitute a breach of contract and grounds for discharge based on neglect of duty or insubordination. The following disciplinary action will be taken when tardiness or absences occur without proper notification:

- 1st time - Conference and written warning
- 2nd time - Conference and written warning
- 3rd time - One day suspension without pay
- 4th time - Dismissal

Conferences will be held with the Superintendent. A written statement concerning the items discussed at the conference will be given to the employee. A copy of this statement will be signed by the Superintendent and driver to acknowledge the items discussed and will be placed in the employee's file.

ANNUAL SAFETY MEETINGS

All drivers must attend the state sponsored safety meeting each year or they will not be permitted to drive for the Greensburg Community School Corporation.

YEARLY SCHEDULED MEETINGS

These meetings are mandatory for employment. Failure to attend may result in termination of employment.

CPR TRAINING

All drivers must attend mandatory CPR training for certification. Greensburg Community School Corporation will provide the training.

DRIVER TRAINING PROGRAM AND LICENSING

All new bus drivers must fulfill the requirements of the Driver Training Program as prescribed by the State of Indiana. This program will involve 20 hours of classroom study, 4 hours of riding with an experienced driver who is transporting students, and 8 hours of actual driving while actually transporting students under the supervision of an experienced driver.

DRUG FREE WORKPLACE

The Board of School Trustees has declared the Greensburg Community School Corporation a Drug-Free

Workplace. In accordance with Administration Policy, all employees shall remain free of any alcohol or non-prescribed controlled substance in the workplace throughout his/her employment in the corporation.

STUDENT DISCIPLINE

Students are informed of bus rules as outlines in the Student-Parent Guide. Each driver should be especially vigilant during the first few weeks of school. Good student behavior on the school bus is important for the safety and well being of the entire passenger load. Students will not be denied the privilege of riding a school bus as long as the rules and regulations as established are followed:

GUIDES FOR DISCIPLINARY ACTION

1. Always stop the bus when correcting the actions of a student.
2. A student causing problems should be informed of the proper behavior required.
3. Talking with a student privately or with the student's parents often solves problems.
4. Notify the DESIGNATED BUILDING OFFICIAL IF A PROBLEM CONTINUES AFTER DISCUSSION WITH PARENT.
5. A student who is causing trouble can be reseated, preferably in the front of the bus.
6. Inappropriate student behavior will be documented on a "Report of Student Incidents" by the bus driver and forwarded to the DESIGNATED BUILDING OFFICIAL. As a result of the behavior the student may be suspended from the bus and the driver will be notified of any suspension.
7. The following should never be done:
 - a) Never resort to any physical contact. No student may be punished in this manner by a driver.
 - b) The driver is legally responsible for the safety of the student until the student is delivered to and from school.
 - c) Never engage in a verbal confrontation with students.
 - d) Never use ridicule.
 - e) Never use vulgar or obscene language or gestures.
 - f) Don't make threats.

EMERGENCY EVACUATION DRILLS

Emergency bus evacuation drills must be held a minimum of two times per school year. The students should be properly instructed in the correct procedures to be followed before a drill is actually held.

PROCEDURES:

1. Select four responsible students to assist in evacuation. These students must always ride in the back seats of the bus.
2. At a given signal, the student assistants shall exit through the back door. Two of them should station themselves on either side of the rear door, standing on the ground and helping each student jump down as they exit.
3. The third and fourth student assistant will go to a point about 25 feet away from the bus and gather the other students around him or her after they unload. This student must insist that all students gather around him or her and stay away from traffic and other dangers.
4. Drivers should instruct the students to leave all books, lunches, etc. (anything they are carrying) in their seats and to unload one seat at a time.
5. During the first semester drill, all students should exit through the back door. During the second semester drill students should exit through the front door.
6. Before the drill begins the driver should instruct all students to stay in their seats until no child left behind alarm is reset.
7. Before the drill begins the driver should set the parking break, turn off engine, turn key to on, turn on four way flashers, and extend stop arm. Give students the order to evacuate.
8. After everyone has safely unloaded and gathered away from traffic, the driver should reload the students and evaluate the drill with the students.
9. The driver must insist that everyone take the drill seriously. Drivers must not allow this drill to be taken lightly.

SAFETY RULES FOR STUDENTS TO BE OBSERVED BY BUS DRIVERS AND STUDENT PASSENGERS

School Bus drivers are to have control of all school children conveyed between the homes of the children and the school and return. The driver shall keep order, maintain discipline among the children while in the bus or along the route, shall treat all children in a civil manner, and see that no child is imposed upon or mistreated while in his charge.

School Bus drivers shall assure that the following regulations are observed by all student passengers:

1. No student shall enter or leave the bus until it has come to a complete stop and the door has been opened by the driver.
2. **All students must be seated before the bus begins to move.**
3. **No student shall stand or move from place to place while the bus is in motion.**
4. Loud, boisterous, or profane language or indecent conduct will not be tolerated.
5. Students will not be allowed to BULLY, ease, scuffle, trip, hold, hit or use their hands or feet or body in any other objectionable manner.
6. No windows or doors may be opened or closed without the permission of the driver.
7. Hands, feet, arms, legs and other parts of the body may not be allowed to protrude from the windows.
8. Students may not ride ahead of the white line of the bus floor.
9. Students may not ride out of a regular seat to the left of the driver.

SAFETY RULES FOR SCHOOL BUS DRIVERS

1. No school bus shall be operated upon the highway of this state at a speed greater than that posted for any speed zone (55 miles per hour on state highways and 60 miles per hour on expressways), and in no event shall any school bus be operated at a speed greater than forty (40) miles per hour on any county highway. Big Blue Avenue has a twenty (20) mile per hour speed limit.
2. School bus drivers are to **NEVER USE CELL PHONES** while on their bus unless it is an emergency situation. If cell phones are used by a bus driver they must have the bus parked.
3. No school bus driver shall leave the bus with the engine running with children present.
4. No school bus driver shall leave the bus with the keys in the ignition with children present.

5. No school bus shall be moved until all students are seated and doors are closed.
6. All buses must be checked by the driver at the end of each route (morning and evening) to make sure no students are left on the bus.
7. All buses will stop at all railroad crossings with all safety lights engaged and door opened regardless of whether students are on board or not.
8. All buses will drive with the front head lights and strobes during all trips.
9. If a bus driver has an emergency situation all other radio traffic shall stop until the situation has been resolved.
10. School bus drivers shall comply with all laws, rules and regulations governing the operation of motor vehicles on the highways of the State of Indiana.
11. The first responsibility of the bus driver is the safety of the students. Therefore, no assistance shall be given by the school bus driver to any other disabled vehicle or motorist when students are on the bus. In such instances immediately notify central office and authorities will be notified.
- 12. Only authorized persons shall be permitted to ride in a school bus as provided by law.**
13. No school bus driver shall permit any other person to drive his bus, occupy his seat, tamper with the engine, or any controls, except such persons approved by the School Board or properly authorized school officials.
14. When children are loading, the bus driver must be in the driver's seat or standing at the front door.
- 15. No bus shall be backed up without prior approval from DESIGNATED SCHOOL PERSONNEL.**
16. Bus drivers must possess a good moral character. Further, no school bus driver shall consume any alcoholic beverages prior to or during the school hours or while operating a school bus.
17. Tobacco may never be used on corporation owned property except for those times allowed by school Board Bylaws and Policy.

18. Every school bus driver shall be at the school building ready for passengers at least ten minutes before the time for dismissal.
19. All school bus drivers, as defined in the rule, shall be required to attend safety meetings held in accordance with and pursuant to the provisions of sections 2 and 3 of Chapter 127 of the Acts of Indiana of 1943.
20. Whenever a school bus is stopped to load or unload students, the driver shall use an arm signal device. The arm signal device shall be extended when the bus is stopped and shall be kept extended while the bus is stopped.
21. When it is necessary for students leaving a school bus to cross the road, they must keep to the right of the bus and cross in front, at a signal from the driver. The driver shall not start the bus until such students have safely crossed the road. This applies to all roads except when dual lane highways are separated by the parkway or dividing strip which is greater than 20 feet wide and unimproved for travel.
22. The red flashing lights shall be turned on at least 100 feet before stopping on the traveled portion of the highway in order to give adequate warning that the bus is about to stop to load or unload passengers.
23. Traffic shall never be held an unreasonable length of time.
24. The directional lights shall be turned on at least 100 feet before turning from the highway to warn approaching traffic of the intention of the bus driver to turn left or right.
25. It is the duty of the bus driver to report all mechanical problems to the Transportation Director as they occur.

TEN SAFE DRIVING RULES

1. Keep to the right of the center of the highway.
2. Pass overtaken vehicles on the left, only when the road ahead is clear enough to permit getting back to the right with a wide margin for safety.
3. Never attempt to pass an overtaken vehicle at an intersection, on a curve, or on approaching the crown of a hill.
4. Be prepared to stop at all intersections for approaching vehicles. Do not try to take the right of way.

5. Allow a safe braking distance from the vehicle ahead in the event that the other vehicle makes a sudden stop. Except in an emergency, do not stop so suddenly as to cause collision by a following vehicle.
6. Signal before making a turn and further insure safety by looking to see whether a vehicle is approaching from the rear. Wait before pulling out from the curb until making such observations.
7. Keep both hands on the steering wheel when possible and keep your eyes on the road ahead while driving. Look behind before backing.
8. Always stop before crossing railroad tracks. After carefully looking in both directions and listening, proceed in low gear if it is safe beyond any possible doubt. Do not shift gears until all tracks have been cleared.
9. When stopping on a highway for reasons other than loading or unloading passengers, pull off the road as far as conditions permit. If the stop is prolonged, ensure that the rear of the vehicle is adequately protected.
10. Do not operate at excessive speeds at any time. At curves, blind crossings, crests of hills, in fog or whenever the view is curtailed, reduce speed so as to be able to stop within the distance of clear vision.

THE DRIVER MUST:

1. Use good judgment in making decisions about driving.
2. Be especially careful and not be concerned about possible late arrival at school.
3. Be particularly careful about speed, stopping, turning, backing and especially braking.

EMERGENCY PROCEDURES

Mechanical Failure:

1. Protect the bus by properly locating safety reflectors.
2. Notify the Transportation Supervisor
3. Give special attention to the safety of the passengers.

Accident:

1. Notify CENTRAL OFFICE IMMEDIATELY.

2. Care for the injured passengers
3. Care for the uninjured passengers
4. Get assistance as needed
5. Notify the police
6. Do not offer to pay damages to the other person. If the school bus driver is at fault, the corporation insurance company will handle all claims. It is up to the corporation's insurance adjustor and the company to decide who is at fault. The driver should make no statements concerning fault or payment of damages.
7. An incident report must be filed with central office immediately upon returning to the transportation facility.
8. If applicable, you may be required to submit to a drug and alcohol test in accordance with the corporation's Substance Abuse Policy.

SPECIAL NOTE:

If an insurance representative or an attorney representing the owner of the other vehicle involved in the accident, contacts you to make a written or verbal statement, refuse to do so. All inquiries must be referred to central office.