

# **CLASSIFIED STAFF HANDBOOK**



**Southern Wells Community Schools**

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**Poneto, Indiana 46781**

**765-728-5537**

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**Southern Wells Community School Corporation**  
**Classified Staff Handbook**  
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## Welcome

We would like to welcome you to Southern Wells Community School Corporation. We hope that your future here with us will be a long, rewarding, pleasant, and satisfying experience. This handbook contains valuable information that will help you understand the operation of our school and to become familiar with our employment policies and procedures.





### Vision

To be a place where people are empowered to become their personal best.

### Mission

To provide an exemplary experience that maximizes each student's potential in a safe, innovative, and nurturing environment.

### Values

S – Student-centered  
W – Welcome  
C – Character  
S - Scholarship

We will ensure all decisions create a safe, innovative and caring environment for our students today and tomorrow.

We will embrace the whole student by diligently working to help each student become a productive citizen.

We will encourage and model honesty and integrity, be true to our convictions, and be fair in our decisions and actions.

We will expect every Raider to pursue lifelong learning, excellent instruction and student success.

Goals	Student Learning and Academic Achievement	Parent and Community Relationships/Partnerships	Professional Development, Recruitment, Retention	Exceptional Facilities and Strategic Financial Planning
<h2 style="margin: 0;">Goal Priorities</h2>	<ul style="list-style-type: none"> <li>E-Learning Days</li> <li>Elementary Enrichment program</li> <li>Preschool and early learning</li> <li>Alternative education</li> <li>Career exploration</li> <li>CTE and AP/Dual credit</li> <li>Theatre arts programming</li> </ul>	<ul style="list-style-type: none"> <li>Increased student enrollment</li> <li>Latchkey program</li> <li>Website and social media presence</li> <li>Corporation branding</li> <li>Partnership with Wells County library</li> <li>Positive communication</li> <li>Career opportunities outside the box</li> </ul>	<ul style="list-style-type: none"> <li>Teacher recruitment and retention in AP/Dual credit areas</li> <li>Expanded CTE/AP/Dual credit courses</li> <li>Improved collegial coaching and training</li> <li>First aid and safety protocol training</li> </ul>	<ul style="list-style-type: none"> <li>Expanded technology-based tools for student learning</li> <li>Empowering learning environment updated and restored</li> <li>New, connected learning centers (agriculture/theatre/auxiliary gym)</li> <li>Outdoor multiuse-facility created for athletic areas</li> </ul>

## INTRODUCTION

Classified personnel are those employees of Southern Wells Community Schools who are not required to have a license issued by the Indiana Department of Education in order to be hired to perform a specific duty.

By adopting this classified employee handbook, the Board of School Trustees of Southern Wells Schools has consolidated various employment procedures for uniformity in administration among classified personnel. Classified personnel include the hourly employees, the bus mechanic, the school nurse, the corporation treasurer, the corporation secretary and the technology specialist. The foregoing policies are inclusive of all classified personnel with the exception of the school bus drivers who have a separate policy manual.

This handbook describes the personnel procedures that govern the employment relationship between Southern Wells Community Schools and the classified employees. All procedures are subject to change at any time at the sole discretion of Southern Wells Community Schools. This handbook supersedes any prior handbooks or written procedures of Southern Wells Community Schools that are inconsistent with its provisions. This handbook does not create an employment contract. Questions concerning procedures should be directed to your supervisor or the superintendent.

**101 School Corporation Rights:** Southern Wells Community Schools shall decide the policy, methods, rules, direction of employees, assignment of work, the right to hire, terminate, discipline, promote and transfer employees or to release employees for lack of work or other reasons. The exercise of the above rights shall not be used for the purpose of unlawful discrimination against any of the school employees. The superintendent or his/her designee will post position vacancies. The final selection will be based upon the ability to perform required duties. The final recommendation will be made to the Board through correspondence with the superintendent. Employees may be subject to a physical examination prior to employment.

**102 Equal Opportunity Statement:** Southern Wells Community School Corporation is an equal opportunity employer and does not discriminate on the basis of the following "Protected Classes": race, color of skin, sex (including sexual orientation), national origin, age (except as authorized by law), religion, disability, military status, ancestry, or genetic information in its educational programs, activities, or its employment policies and practices.

**103 Affirmative Action Statement:** Southern Wells Community School Corporation is an equal opportunity employer. The corporation does not discriminate, deny benefits to, nor exclude anyone from participation on the basis of sex, race, national origin, age, religion, disability or color of skin. The Southern Wells Community School Corporation will comply with the provisions of the Americans with Disabilities Act of 1991 as amended.

**103 Chain of Command:** As in any organization, it is important to know who to go to when you have a concern or a question. If you have a concern or a question, start with your immediate supervisor. If your immediate supervisor does not know the answer,

he/she will be able to direct you to your next contact. Most concerns or questions can be answered by your immediate supervisor. If your concern is about your immediate supervisor, contact the Superintendent.

**104 Employee-At-Will:** Employment by the corporation does not guarantee placement or continued placement in any one school or particular job. All support personnel are at-will employees which means either the corporation or the employee may terminate employment at any time, for any reason or for no reason.

**105 Background Checks:** Potential employees are responsible for the cost of an expanded background which meets the federal and state requirements for a school employee. A completed background check is necessary prior to the first day of work. Southern Wells Community Schools reserves the right not to employ any applicant whose criminal history record indicates an arrest or conviction for a felony, crimes against persons, drug-related crimes, job-related crimes, repeated arrests, offenses that pose a risk to children, or any other criminal activity judged to be improper for a school employee. Beginning July 2016, Southern Wells Community Schools is required by Indiana Code 20-26-2-1.3 to conduct an expanded child protection index check through the Indiana Division of Child Services on all new employees.

**106 I-9 Immigration Law Compliance:** The school district will only employ those persons who are legally eligible to work in the United States. In compliance with applicable law, all classified staff employees are required to provide within three (3) days of beginning employment a valid and unexpired document or documents found within Form I-9, Employment Eligibility Verification, List of Acceptable Documents establishing identity and employment authorization. If an individual cannot verify his/her right to work in the U.S. within three days of hire, the school district must terminate his/her employment.

## COMPENSATION GENERAL PROCEDURES

**201 Paydays and Paychecks:** Paydays are generally every other Thursday. Hourly employees' paychecks represent the work weeks of the previous payroll cycle. Questions about pay deductions should be directed to the Central Office. As a reminder, employees may access their pay history and pay stubs on Doculivery at <https://my.doculivery.com/External/SWRaiders/Login.aspx>.

**202 Payroll Withholding:** Withholding for Federal Income Tax, Social Security, State Income Tax, and Local Option Taxes are made in accordance with federal and state laws. If there is a change in dependency status or withholding levels, it is the employee's responsibility to advise the Central Office and complete new federal and state withholding forms. A change in county residency requires the completion of a new WH4.

## EMPLOYEE HOURS OF WORK

**301 Reasonable Assurance Statement:** New classified personnel are notified upon hiring as to the length of their work year or number of working days. They also are provided with a calendar of established and customary vacation periods or holiday recesses. Upon accepting employment with Southern Wells Community Schools, classified employees understand that they have reasonable assurance that their job will continue after the vacation/holiday.

**301 Employee Classification Hours of Work:** Twelve month classified employees shall be considered full time and work a minimum of 32 hours per week and be employed 52 weeks per year. Nine and ten month classified employees shall work a minimum of 32 hours per week and be employed 36-40 weeks per year. Part time classified employees are those individuals who work less than 30 hours per week.

**302 Changes to Work Schedule:** The employee's immediate supervisor, with the approval of the superintendent, will approve all changes in the number of days/hours an employee works.

## FAIR LABOR STANDARDS ACT

The Southern Wells Community School Corporation will comply with the following guidelines as set forth in the Fair Labor Standards Act.

**401 Defined 7-Day Workweek:** 11:59 pm Sunday through 10:59 pm the following Sunday.

**402 Minimum Wage:** The minimum wage will be paid according to federal guidelines.

**403 Overtime Compensation-Hourly Employees:** Employees covered under the Fair Labor Standards Act must be paid time at one-half their hourly rate when they work more than 40 hours during the defined 7-day work week. Overtime rates apply to work permitted, required or at the request of the employee's supervisor. The Fair Labor Standards Act requires overtime pay only if the employee works more than 40 hours during the seven-day workweek. If an employee works beyond his/her normal workday and receives comparable time off during that 7-day period, the law does not require overtime pay. For purposes of applying the Fair Labor Standards Act, the 40-hour total does not include hours for which the employee is paid but did not work, such as vacation days, general days, paid holiday, etc. Hours not worked and not paid, such as unpaid lunch, unpaid approved leave, unpaid vacation etc. do not count in the 40 hours. Employees who regularly perform work in more than one position are eligible for overtime when their total time from all positions exceeds 40 hours during the designated workweek. Any time worked in excess of 40 hours per week must have PRIOR approval of the employee's supervisor or his/her designee.

## EMPLOYEE SERVICE RECORDS

**501 Time Cards:** All classified personnel, except the contract salaried employees, are required to record hours of work on time cards provided by the building level administrator or supervisor. These cards are to describe the start and ending time of each day worked, the total number of hours worked each day and a weekly total. These cards are to be forwarded to the supervisor every two weeks for submission to the Central Office. The time cards must be accurately and entirely completed. Time cards are a legal document and extreme care should be taken to ensure the time worked is correct and reported only by the employee. Falsification of records may lead to immediate dismissal. All time recorded on time cards are to reflect actual hours worked. These time cards are to be in the Central Office by 9:00 am on the Monday of pay week in order to receive your check on the established pay date.

**502 Reporting of Absences:** Support personnel must notify their immediate supervisor or his/her designee at the earliest possible time in the event of an absence from work. All personnel must have permission from their immediate supervisor to leave from their jobs during the workday. Failure to properly report absences or when tardiness or absences are not for valid reasons can lead to discipline action and possible dismissal.

## ADJUSTMENT TO WORK SCHEDULES

As a rule, those employees whose work load and schedule is determined by students being present will not work when weather or some other factor causes school to be cancelled. The following guidelines will be followed when work schedule changes are required:

**601 School Cancellation:** When school is cancelled due to weather or emergency conditions, the work schedule for classified personnel is as follows: Twelve-month personnel will report to work as soon as conditions allow. However, with their supervisor's permission, a general day, vacation day or non-paid day may be used on these days. During the time of a SNOW EMERGENCY, twelve month employees MAY be compensated for up to two days of snow emergency, after which they will be compensated for only hours worked. All other classified employees will not report to work unless permission is granted by the appropriate supervisor. In the event classified personnel are directed to go home after they have started their work day they will be paid for those hours worked and the non-worked hours may be made up during the remaining work week. Of note: these hours MUST be made up during the remainder of the inclusive 40-hour work week. If the state grants us "waived" days (student days not required to be made up), classified staff employees may use general or vacation days to cover the missed work days.

**602 School Delays:** If school is delayed due to weather conditions or any other cause, all classified personnel are to report to work at the regular time unless directed differently by their supervisor. This excludes the instructional assistants and the nurse who should adjust their schedule according to the student schedule. The employees' time cards are to reflect the hours actually worked.



603 **Early Dismissal:** Weather conditions may deteriorate during the school day or another situation may occur requiring early dismissal from school. Notification of early dismissal will be made through radio announcements and the P. A. announcements in the schools. Office personnel and custodial/maintenance personnel will work their regular schedule. Instructional assistants will be dismissed once students are released and will be paid for hours worked. Food service personnel will be dismissed when their duties have been completed and they will be paid for hours worked.

604 **Make-up Days:** If the school year is extended to make up for days canceled during the regular school year, classified personnel will report to work at the regular scheduled time.

605 **Extended Days:** In the event the corporation lengthens a regular school day classified personnel hours may be altered to accommodate the extension. Any overtime must be approved by the superintendent.

The Superintendent of Schools may make exceptions to the above policies.

606 **Special Days:** The following guidelines will be followed when work schedule changes are required: Beginning of the Year and Monthly Faculty/Staff In-Service Day(s): Classified personnel attendance and hours will be determined by the supervisor. Teacher Record Days: All office personnel will work their regularly scheduled hours. Custodial/maintenance personnel will work the hours established by their supervisor. All other classified personnel work will be at the direction of their supervisor. Spring Break, Christmas Break and Summer Break: The custodial/maintenance staff hours will be altered during these times to accommodate school schedules and more efficiently perform expected duties. The maintenance director will establish this schedule.

## LEAVES AND ABSENCES

General leave days will be accredited to the employee's account on the employee's first working day. The number of paid leave days will be prorated for the time between the first working day and either January 1 or the first day of school, depending on the employee's job classification. Each year after that, all general leave days, if applicable, will be credited on January 1 or the first day of school. If an employee is terminated by the school corporation or notifies the corporation of self-termination and they are not eligible for retirement, the employee will not be eligible for payment of any non-used general leave days. Employees may use general leave days in half or full day increments and will record the day(s) on their weekly time card. Leave days may only be used on normal working days.

After an employee has exhausted all earned general leave days, the employee must make a prior written request to their immediate supervisor to be placed on unpaid leave of absence. Failure to contact the corporation to request unpaid leave can lead to termination. The official record of leave is maintained in the corporation office.

701 **General Leave Days:** Classified staff who work full-time for 12 months a year will be granted general leave day with pay based upon date of employment as follows: 12 days for those employed 1-9 years, and 13 days for those employed 10 or more years. All building secretaries and the school nurse will be granted 11 general leave days per year. Nine/Ten

month employees will be granted 8 general leave days per year. General leave days are to be submitted to the direct supervisor at least two days prior to use of the days. The 2-day notice policy may be waived by the supervisor in case of emergency or unusual conditions. Unused days shall accumulate each year to a maximum of 120 days.

**702 General Leave Days Cash Option:** An employee who has accumulated a minimum of forty (40) general leave days will have the option at the end of each calendar year to turn in unused days from the current year's allotment for a total of \$65 per day including benefits for each day relinquished. At no time can an employee's accumulation fall below the forty day minimum. Employees who have this option will be provided a form by the corporation secretary.

**703 Paid Vacation Days:** Classified staff who work full-time for 12 months a year will be granted vacation time with pay based upon date of employment as follows: 2 weeks for those employed 1-9 years, and 3 weeks for those employed 10 or more years. Newly hired employees will receive a prorated number of days dependent upon their first day of work. 12-month classified staff personnel are encouraged to take vacation time during those days when school is not in session. ALL CUSTODIAN VACATIONS MUST BE APPROVED BY THE SUPERVISOR AND SUPERINTENDENT AT LEAST 1 MONTH PRIOR TO DESIRED DATES. Custodian vacations will generally be approved during the period starting 2 weeks after school is out for summer break and 3 weeks prior to school starting in August or during Christmas, fall and spring break. Vacation days do not accumulate from year to year and must be taken by the end of the calendar year.

**704 Paid Holidays:** All 12-month employees shall receive pay, but will not be required to work on the following holidays: New Year's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving & Day After, Christmas Eve and Christmas Day. In the event school is in session on Good Friday, a "make-up vacation day" will be added to the employee's annual vacation day amount with the date determined by the employee and supervisor. All nine/ten-month secretarial staff members shall have the following paid holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. In the event a holiday falls on a week-end, the superintendent shall designate the prior Friday or following Monday as the official paid holiday.

**705 Jury Duty Leave:** Support personnel serving on a court-appointed jury shall be paid his/her normal daily rate for each day of jury service provided the employee returns to the corporation all pay received from the court for such jury duty. This excludes any reimbursement for mileage and/or meal expenses the employee may receive.

**706 Bereavement Leave:** Support personnel shall be granted paid bereavement leave as follows: Up to five (5) working days (taken within one calendar year after the date of death in the immediate family). The "immediate family" shall consist of the following: Husband, wife, mother, father, son, daughter, brother, sister, grandparent, mother-in-law, father-in-law, stepmother, foster child, stepbrother, stepsister, stepchild, grandchild, son-in-law and daughter-in-law or a person living in the same house as part of the family. One (1) day bereavement leave may be used for the death of a brother-in-law, sister-in-law,

aunt, uncle, nephew or niece. Funeral leave days are not cumulative. The central office should receive written notice on the time card that bereavement leave is being taken and what relationship the deceased is to the employee.

**707 Non-Paid Leave:** An employee who desires to take an unpaid leave of absence for more than a two-week time period must provide a written request to the Board of School Trustees. The Board may grant to any employee a leave of absence, without pay, for a period of up to one year. The following steps are to be taken if an employee wishes to be considered for and be granted a non-paid leave of absence: A written request signed by the employee or his/her agent directed to the Board of Trustees indicating the reason for the leave. Medical substantiation signed by a doctor shall be provided if requested by the Board. The length of the requested leave shall be defined. A leave of absence may be extended for a specific period of time upon written request and approval of the Board. All decisions of the Board shall be considered final. While an employee is on a leave of absence granted by the Board, according to the aforementioned guidelines, the person will be defined as an employee of the school corporation and may be eligible to participate in the various group insurance programs by paying the premiums due depending upon the type of leave granted. However, no other employment benefits will be granted during the unpaid leave (i.e., general leave, paid vacation days or holiday pay, etc.). The school corporation will comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). All days taken in violation of this policy shall be considered unapproved and will result in loss of pay, oral and or written warning, and if reoccurring may result in dismissal.

### **Family and Medical Leave Act (FMLA)**

Southern Wells Community Schools complies with all applicable federal and state labor and employment laws, including the Family and Medical Leave Act of 1993 (FMLA). Under the FMLA, eligible employees are entitled to certain rights, and have certain obligations, with respect to unpaid leave for certain family and medical reasons.

**801 FMLA Leave Eligibility:** An eligible employee under the FMLA is an employee who has been employed by Southern Wells Community Schools for at least 12 months and who has worked at least 1,250 hours in the past 12 months.

**802 Reasons for FMLA Leave:** An eligible employee may take FMLA leave of up to 12 weeks per leave year, for any of the following reasons: To care for a newborn child or a child newly placed in the employee's custody through adoption or foster care; for a period of up to one year after such birth placement. To care for the employee's spouse, child, or parent who has a serious health condition. Because of the employee's own serious health condition, if that condition renders the employee unable to perform his or her job functions. "Any qualifying exigency" (as the Secretary, by regulation, determine) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call or order to active duty status in the Armed Forces, in support of a contingency operation. An eligible employee may take FMLA leave up to 26 weeks per leave year for the following reason: To permit a "spouse, son, daughter, parent, or next of kin" to care for 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 temporary disability retired list, for a serious injury or illness.”

**803 Serious Health Condition:** For the purpose of determining whether an eligible employee or his or her spouse, child, or parent has a serious health condition, such a condition includes any injury, illness, impairment, or physical or mental condition that requires either in-patient care in a medical facility (i.e., overnight hospitalization), or continuing treatment with a health-care provider.

**804 Leave Year:** The leave year within which an eligible employee may take his or her 12 weeks of FMLA-protected leave means the 12-month period beginning on the date the employee first takes leave for any of the reasons set for previously.

**805 Job and Benefits Security:** An eligible employee who takes leave under FMLA and who returns to work before his or her annual FMLA entitlement has expired will be restored to the position he or she held when the leave commenced, or to an otherwise equivalent position with respect to pay, benefits and other terms and conditions of employment. Employees are prohibited from working for another employer while on any leave of absence. Using FMLA leave for any reason other than its intended purpose will be grounds for termination.

**806 Continuation of Group Health Insurance Plan:** Group health plan coverage will be maintained during an eligible employee’s period of FMLA leave to the extent and under the same circumstances as it ordinarily is furnished to that employee. Premium payments should be made by the 20<sup>th</sup> of each month. Failure to pay such premiums during the leave may result in loss of coverage. If the employee fails to make timely premium payments within 30 days of the due date for such payments, the employee’s coverage will be terminated and COBRA will begin.

**807 Health Care Provider Certification:** In cases of leave to be taken to care for a seriously ill family member, due to the employee’s own serious health condition or the need to care for a covered service member, an eligible employee must provide the corporation with a completed and signed health care provider certification indicating that the employee requires FMLA leave. This certification must contain the following information: The date in which the serious health condition commenced; The probable duration of the condition; The treatment regime prescribed; Any appropriate medical facts within the health care provider’s knowledge regarding the condition; If applicable, a statement that the employee is needed to care for his or her spouse, child, or parent and an estimated duration of such need. Failure to return this certification in a timely manner may result in delays in securing authorization for leave, and failure to return the certification at all will preclude the employee from taking leave. An eligible employee on FMLA leave must submit to the corporation a medical release indicating that the employee is able to return to work. Failure to submit such a release will preclude the employee from being restored to his or her employment.

808 **Non-Discrimination/Non-Retaliation Policy Statement:** The corporation will not (1) interfere with, restrain, or deny the exercise of any right provided under the FMLA; (2) terminate or discriminate against any person or opposing any practice made lawful by the FMLA; (3) terminate or discriminate against any person for his or her involvement in any proceeding under or relating to the FMLA.

# 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 one 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.

## BENEFITS & PROTECTIONS

## 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




## MILITARY SERVICE

The school district complies with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) as amended and Indiana law. For more information on requests for leave of absence for military service under USERRA, please contact the Central office.

## SICK LEAVE BANK

A sick leave bank administered by a board representing each of the classified staff groups shall be administered as follows: Each of the classified groups listed below shall appoint a representative to the Sick Leave Bank Board for Classified Staff Employees. The groups represented are: Transportation, Cafeteria, Teacher Aide, Custodian, Secretarial and School Nurse. Within ten (10) working days after the beginning of the employment period, a classified employee may donate one (1) day to the sick leave bank by written notice to the corporation treasurer. Such employees, upon donation, becomes a non-voting member of the sick leave bank. Such employees shall remain a member of the sick leave bank for each year that he/she begins with a positive balance. The Sick Leave Bank Board may authorize the use of the sick leave bank for the benefit of a sick leave bank member who has exhausted all of his/her accumulated sick leave days and who would not otherwise receive additional payment for additional sick days. However, the Board of School Trustees or its agent shall refuse sick leave payments if it is determined that an employee becomes ineligible as a result of any limitation upon this subsection. The Sick Leave Bank Board shall notify the corporation treasurer in writing of any award made to a sick leave bank member. This notification must occur prior to the payroll date that will be impacted by such award. The maximum number of days to accumulate in the Sick Leave Bank is one hundred eighty (180) days. This limit will be allowed to rise to permit a new employee or a non-member to enroll during the enrollment period specified above. Any employee who is otherwise entitled to general leave, who has exhausted all general leave because of personal illness or physical disability and who is not receiving any public funds or benefits derived from public funds as partial or full compensation for illness or disability causing the absence shall be eligible for Sick Leave Bank credits.

## WAGES AND BENEFITS

**901 Wage Information:** All wages shall be determined by adopted rate schedules for specific classifications. Wage rates shall be reviewed annually with rate changes effective on January 1st for all classified staff employees. The superintendent may recommend wage adjustments to the Board at any time during the year to reflect an employee's hiring date or consider merit, performance or additional certification.

**902 Payroll Direct Deposit:** Direct deposit of payroll checks is mandatory for all certified staff personnel.

**903 Employee Benefits:** Support personnel who work a minimum of 32 hours per week in their work category are eligible for fringe benefits unless otherwise noted. Classified personnel who work in more than one position must work the required hours in one

position before being eligible for benefits. Combined hours between two or more positions do not determine eligibility.

### **HEALTH INSURANCE**

Medical Insurance – family and single plan insurance is offered through the School Employees Benefit Trust. The corporation will pay a specific amount per year determined by the Board of School Trustees toward the cost of the annual premium of each group insurance plan available through the corporation for employees. The premiums are deducted from the employee’s pay under Section 125 which doesn’t allow plan changes during the plan year unless the employee has a qualifying event. Any employee electing to not take corporation health coverage will receive a \$1,300 stipend on their 2<sup>nd</sup> pay in August.

Long-Term Disability Insurance – A Long-Term Disability plan will be provided for eligible full time-time support employees. The employee pays \$1 annually toward this benefit. The corporation will pay the balance of the annual premium. Coverage is subject to change by the carrier. Life Insurance – The corporation provides all full time employees a \$50,000 policy. The employee pays \$1.00 for this protection. Additional Coverage – The corporation can provide carrier information concerning coverage for issues such as vision, cancer, accident and short term disability. These additional policies are entirely at the employee’s expense.

### **WORKMAN’S COMPENSATION**

All employees of Southern Wells Community Schools are covered by the provisions of the Workman’s Compensation Insurance plan purchased each year by the corporation. Those employees who suffer a job related injury must report that injury immediately to their supervisor and file an injury report with the superintendent. After notification to the superintendent, the employee will either be directed to the corporation-approved medical consultant or emergency medical assistance will be summoned by your supervisor. This notification to the superintendent must be made within one working day from the time of injury. Failure to comply within this timeframe may result in the claim not being paid. The employee may choose to collect compensation from the Workman’s Compensation Insurance or from the use of their accumulated sick leave days with the corporation. If compensation by use of sick leave is chosen, then any payment sent to the employee by the Workmen’s Compensation Insurance plan must be returned to the school corporation. Under no circumstances may the compensation for any day of lost wages exceed the normal daily rate of the employee.

### **CREDIT UNION**

Members of the classified personnel group, whose payroll checks are issued by Southern Wells Community Schools, may choose to belong to the Professional Federal Credit Union. Membership in the credit union is voluntary and qualifies the member for a wide range of membership benefits. Contact the central office for additional information.

## **PERF (Public Employees' Retirement Fund)**

Full time classified personnel participate in the Public Employees Retirement Fund (PERF). This participation begins on the date of employment and continues until termination of that employment or retirement of the employee. An employee estimated to work a minimum of 1,000 hours per year qualifies for this retirement fund and will receive 3% (employee portion) of their annual compensation (to be paid by the corporation) as well as the required employer portion. Employees whose employment terminates with the corporation with less than ten (10) years of service are not entitled to any refund from the funds paid by the corporation.

## **SEVERANCE**

**1001 Severance Pay Pre-1-01-04 employees:** The employee must be at least 55 years of age before qualifying for severance pay. The employee must have at least ten (10) years of full-time service with Southern Wells Community Schools to apply. Full-time is 32 hours or more per week. The employee will receive \$65 for each day of unused general leave and \$500 for each year of service to Southern Wells Community Schools. For the employee to receive his/her severance payment at the time of retirement, the employee must notify the superintendent of his/her intent to retire on or before June 1 of the year proceeding his/her retirement. If this deadline is not met the severance payment does not have to be made until the next fiscal year. The deadline for notification may be waived at the discretion of the Board in the event early retirement is necessitated due to emergency circumstances, such as a disabling physical, mental or economic condition.

**1002 Severance Transition Procedures:** Classified staff employees hired after 1-01-04 will qualify for the severance annuity plan. Employees hired before 1-01-04 will remain eligible for pre 1-01-04 severance plan benefits until the contributions and growth of the severance annuity plan is a greater amount than the old severance plan would provide. Pre 01-01-04 employees at the time of severance will receive the amount guaranteed for them by the old severance plan minus the school contribution and growth of their severance annuity plan. In the event the loss of value of the individual annuity account, the amount contributed by the school would be subtracted from the settlement of the pre-1-01-04 severance plan.

**1003 Severance Annuity Plan:** The Southern Wells School Corporation shall establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the 401(a) severance Annuity Plan) for all support staff employees with a 9-12 month work year. The 401(a) plan contributions will commence on 1-01-04 and continue each year. The contribution that will be made to the 401(a) Plan by the school corporation will be .0075 of the employee's annual base pay. Corporation contributions will be made to the individual annuity accounts at the end of the classified staff group's work year in one payment. All eligible employees shall be vested in the 401(a) Plan upon the completion of ten years of full-time service with Southern Wells Community Schools and are 55 years of age.



## EMPLOYEE CONDUCT

Proper conduct is extremely important in leading to a safe and efficient workplace. Infraction of these rules will be sufficient grounds for disciplinary action ranging from appropriate penalties to immediate termination.

The following and related types of misconduct are prohibited:

1. Refusal or intentional failure to perform assigned work or to follow the directions of a supervisor.
2. Leaving a work area before the established release time without prior permission.
3. Leaving the work area or building during work hours without permission.
4. Excessive or habitual absence from work. Employees who have exhausted all accumulated benefit days and continue to be absent from work for unauthorized reasons may be subject to disciplinary action including termination of employment.
5. Disregard for rules, instruction or common practices relating to safety, fire or health.
6. Falsification or use of misleading information on employment credentials or applications.
7. Stealing or misappropriation of any school property or materials.
8. Intimidation, coercion or interference with the rights of another employee.
9. Tampering and/or altering an employee's time card.
10. Possession of weapons on school property.
11. Inappropriate or disrespectful language and behavior toward colleagues and supervisors.
12. Physical inability to perform assigned duties. (This will be determined by a competent physician selected by Southern Wells Community School Corporation. Southern Wells Community School Corporation will fully comply with provisions of the Americans with Disabilities Act of 1991 as amended.)
13. Failing to maintain the confidentiality of the corporation, staff or student information.
14. Violation of Board Policy.

If an employee is involuntarily terminated by the school corporation for unsatisfactory performance, misconduct or violation of any rule, policy or procedure, the employee will

not be eligible for payment of any paid time off, i.e., general or vacation. The employee may not use paid time off during the period of time from notification of termination to the date of departure.

Infractions may be dealt with in one or more of the following procedures:

1. Conference and written warning
2. One or more days off of the job without pay.
3. Dismissal from the job.

Conferences will be held with the appropriate supervisor. A written statement concerning the items discussed at the conference will be given to the employee. A copy of these documents (signed by the employee or witness acknowledging the items were discussed) will be placed in the employee's file.

It is the policy of Southern Wells Community School Corporation to maintain a learning and working environment that is free from sexual harassment. It is a violation of this policy for an employee to harass another employee or student through conduct or communication of a sexual nature.

#### **ANTI-HARASSMENT POLICY**

In order for all students and employees to enjoy and environment free from all forms of discrimination. Southern Wells Community Schools prohibits the harassment of any student or employee by any person. It is contrary to our policy for any student or employee to be subjected to harassment, including bullying, in the workplace or in a school setting. Southern Wells Community Schools is devoted to preventing and diligently addressing all forms of harassment, particularly cases based on sex, religion, race, color, national origin or ancestry, age, disability, and/or any other legally protected characteristic. Harassment negatively affects morale, motivation, and job performance. It is inappropriate, offensive and is therefore prohibited per Board Policies.

#### **EVALUATIONS**

Classified staff personnel will be evaluated by his/her supervisor for performance of assigned duties and responsibilities a minimum of once per year. The results of these evaluations will be in written form and discussed with the employee by his/her supervisor and signed by both parties. The supervisor will retain one copy of the signed evaluation and the employee will also receive a copy. A third copy shall be sent to the Central Office to be placed in the employee's file. The employee's signature on the evaluation does not indicate agreement with the evaluation but simply shows the meeting took place. The employee has the right to respond in writing to an unfavorable evaluation.

## GRIEVANCE PROCEDURE

A grievance is a claim by a classified staff employee of an alleged violation, misrepresentation or misapplication of one of the terms or conditions of employment as stated in this classified employee handbook or as contained in the written Board Policy. This procedure is an effort for all persons concerned to work toward a constructive solution in an atmosphere of courtesy and cooperation.

**Procedure:** A grievance is to be orally presented to the employee's immediate supervisor within five (5) working days of the alleged incident. If this timeline is not followed, the grievance shall be considered waived. If the immediate supervisor is the subject of the grievance, the grievance is to be directed to the superintendent. If the superintendent is the subject of the grievance, then the president of the Southern Wells Board of School Trustees is to hear the grievance. A grievance may be withdrawn any time by a written statement from the grievant to the immediate supervisor, the superintendent or president of the Southern Wells Board of School Trustees.

**1101 Levels of Grievance:** **Level One:** Within five (5) days after the oral response is made by the immediate supervisor, if the grievance is not resolved, the grievant shall submit the grievance, in writing and signed, to the immediate supervisor. Within five (5) days after receiving the grievance, the immediate supervisor shall submit their response in writing to the grievant. **Level Two:** If the grievance is not settled at Level One, it may be appealed to the superintendent. Such appeal must be filed with the superintendent within ten (10) days of receiving the supervisor's written response. A meeting with the superintendent shall be held within five (5) days following the receipt of such notice and the superintendent shall promptly notify the grievant of the date, time and the place where such appeal shall be heard. The superintendent's written decision shall be transmitted to the grievant within five (5) days of the appeal. If the decision of the superintendent is not satisfactory to the employee, the employee may make a request for review by the Southern Wells Board of School Trustees in writing within five (5) days of receipt of the superintendent's decision. The decision of the Board shall be final.

## DRUG-FREE WORKPLACE

The School Board seeks to maintain an educational setting which is not tainted by the use or evidence of use of any controlled substance. The Board shall not permit the manufacture, use, distribution or dispensing of any controlled substance, including alcohol, and any drug paraphernalia by any member of the corporation classified staff at any time while on school property or while involved in any corporation-related activity or event. Any staff member who violates this policy will be subject to disciplinary action in accordance with corporation guidelines and applicable state and federal statutes.

## **INTERNET USAGE**

The following uses of school-provided internet access are not permitted:

1. To access, upload, download or distribute pornographic, obscene or sexually explicit material;
2. To transmit obscene, abusive, sexually explicit or threatening language;
3. To violate any local, state or federal statute;
4. To vandalize, damage or disable property of another individual or organization;
5. To access another individual's materials, information or files without permission; and,
6. To violate copyright or otherwise use of intellectual property of another individual or organization without permission.

## **USE OF TOBACCO AND VAPING**

The Board recognizes the use of tobacco presents a health hazard which can have serious consequences in a school climate. It is the policy of Southern Wells Community Schools to prohibit the use of tobacco and vaping on any school property. This includes buildings, grounds and vehicles.

**Acknowledgement of Receipt and Understanding**

**Please read and sign immediately**

**I understand and agree that:**

I have received a copy of the Southern Wells Community Schools classified employee handbook, have read and understand the information outlined in the handbook.

I understand and agree that the statements contained in the classified employee handbook are intended to serve as general information concerning the Southern Wells Community Schools with respect to its existing policies, procedures, and practices of employment and benefits.

**I acknowledge that this Handbook is neither a contract of employment nor a legal document.**

I understand and agree that nothing contained in the classified staff employee handbook is intended to create, nor shall be construed as creating an expressed or implied contract or guarantee of employment for a definite or indefinite term.

I understand that this handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment.

**Classified Staff Employee's Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Position:** \_\_\_\_\_