

3000 - PROFESSIONAL STAFF

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3111A - CREATING A POSITION

The School Board has reserved the right, in its discretion, to create new positions and specify the number of professional staff members in each category. In compliance with that policy the Board has adopted the following guidelines for the creation of a Corporation position:

- A. Each position shall be preceded by the preparation of a job description for the new position.
- B. The title of the new position shall be the same as the title on the certificate required to hold that position wherever possible.
- C. Where the job title does not coincide with the certificate title, the job description will be sent to the Superintendent for approval.
- D. Following the Superintendent's approval, a determination will be made as to whether the new job falls within contract guidelines or is discretionary; salary will then be set for the position.
- E. The new position will be presented to the Board with a recommendation for adoption.

3111B - VERIFICATION OF EMPLOYMENT ELIGIBILITY

In order to comply with Federal law the following verification of employment eligibility procedures will apply:

Completion of Form I-9

Form I-9 must be completed within three (3) business days of the date of the hire. If an individual is employed for less than three (3) days, the form must be completed before the end of the employee's first working day.

The following individuals **do not need** to complete Form I-9:

- A. persons hired before November 7, 1986
- B. persons who are employed by a contractor providing contract services
- C. persons who are independent contractors

The payroll clerk is also responsible for reverifying employment eligibility of employees whose employment eligibility documents carry an expiration date.

Retention of Employment Eligibility Verification Form (Form I-9)

The payroll clerk must retain Form I-9 for three (3) years or for one (1) year past the end of the employment of the individual, whichever is longer. Such forms will be retained in a separate file and shall be considered to be confidential and used only for employment eligibility verification purposes.

Preparation of Documents for Inspection

U.S. Immigration and Naturalization Service (INS) or Department of Labor (DOL) Officers are required to give employers three (3) days advance notice before an inspection. The payroll clerk will assemble the I-9 forms in preparation for the inspection. Failure to provide the I-9 forms could result in civil monetary penalties for each employee for whom the form was not completed, retained, or presented.

Retention of Employee Identification and Social Security Number

The Board will retain a photo copy of either the employee's driver's license or passport showing the employee's identity and valid social security number.

P.L. 99-603
Immigration Reform and Control Act of 1986

3120A - SELECTION OF PROFESSIONAL PERSONNEL

A. Introduction

1. The School Board shall make all appointments to positions on the basis of a person's professional qualifications. To implement the desire of the Board to appoint on the basis of merit only, all those who have responsibility for staffing should search diligently within and outside the system for qualified candidates to fill staff positions.
2. Each position shall have a job description which shall include, but not be limited to, the following information:
 - a. the position title
 - b. its function
 - c. a listing of the responsibilities and authorizations assigned to the position
 - d. a description of the reporting and supervisory relationships of the position

B. Qualifications

1. The qualities desired beyond minimum certification requirements are:
 - a. formal training appropriate to the duties and responsibilities of the particular position;
 - b. experience, both quantitative and qualitative, related to the particular position;
 - c. demonstrated ability in the particular position;
 - d. demonstrated ability to work harmoniously with others, both with those of greater and lesser responsibility and authority;
 - e. evidence of high educational and professional standards;
 - f. demonstrated loyalty to the administration and other staff where presently employed;
 - g. evidence of commitment to professional growth;
 - h. evidence of professional work habits and conduct consistent with the ethics of the profession.
2. Each candidate shall submit the following information in the form requested by the Corporation:

- a. personal data, limited to those allowed by law
- b. certificates held
- c. record of educational and professional training (including transcripts)
- d. record of experience applicable to the position, e.g. teaching, counseling, administration, etc.
- e. reports from references

C. Selection Process

1. Application Procedure

All letters of application and all placement office credentials shall come through the Superintendent's Office which will note date of receipt, acknowledge the application (if applications were requested).

- a. It shall file those of promising candidates, and arrange for an investigation and possible interviews.
- b. It shall send the applications to the appropriate principal for filing.

2. Investigation Procedure

- a. Checking of credentials should include, in addition to letters of reference, direct telephone calls to the person's recent supervisor(s) or employer. (See AG [3120D](#)) Such information shall be maintained in a confidential file restricted to supervisory and official use only so as to protect the source(s) of the information and the privacy of the applicant.
- b. A biographical sketch is compiled which outlines in brief the candidate's training and experience and other pertinent qualifications.
- c. All necessary certification, training, and experience is documented.
- d. Pre-employment tests which are directly related to the position responsibilities may be administered, if applicable.

3. Interview Procedure

(Not for Principals or Central Office Positions)

- a. Upon receipt of all relevant information, applications will be routed to the appropriate principal for review.
- b. The principal shall independently review the applications and then reach consensus on the applicants to be interviewed. The principal shall then determine which, if any, members of the staff will be included in reviewing applications and the interviews. Prior to any interviews, a copy of AG [3120C](#) is to be given to each interviewer.
- c. After all interviews have been completed, the principal submits the recommended candidate to the Superintendent who will conduct the final interview and make the selection of the person to be recommended to the Board. Prior to the recommendation, a criminal history record check will be conducted.
- d. Both successful and unsuccessful candidates shall be notified in writing of the Corporation's employment decision.

4. Procedure for Principals

If the opening is for a principalship, a screening committee staff shall be selected to assist in the interview process.

- a. The screening committee shall participate in the planning of the interview sessions and the questions that will be asked all candidates.
- b. At the end of the interview process, each member of the selection committee is to independently determine those candidates that s/he thinks should receive further consideration. Additional interviews and final recommendation shall be the responsibility of the Superintendent.

5. Procedure for Central Office Positions

The interview/selection procedure for professional staff with administrative responsibilities at the Corporation level shall be established by the Superintendent, appropriate for the position.

During all phases of all screening, interviewing, and selection process, the Equal Opportunity Employment Policy [3122](#) shall be adhered to by all personnel involved.

D. Employment Procedure

1. After the Superintendent's approval, and with Board acceptance, the Superintendent shall make an offer of employment and remuneration and, upon acceptance by the successful candidate, initiate a contract or memorandum of employment which will include:
 - a. terms of employment including wages;

- b. length of contract;
 - c. fringe benefits;
 - d. job title and person to whom responsible;
2. Upon acceptance, the new staff member shall report to the payroll clerk to fill out withholding tax, insurance, and any other necessary forms.
 3. All documents concerning employment shall be attached to the application and filed in the central office. (See AG [8320](#) - Personnel Records)
 4. The new staff member is to be properly oriented by his/her supervisor in accordance with the checklist on [Form 3120 F1](#).

Revised 1/05

3120B - APPOINTMENT OF PERSONNEL TO COMPENSATED CO-CURRICULAR AND EXTRA-CURRICULAR ACTIVITIES

In addition to the conditions specified in Policy 3120.08 or the terms of a current negotiated, collectively-bargained agreement, as openings occur they shall be posted in appropriate locations in the Corporation and, if necessary, the community prior to the application deadline.

The following guidelines shall apply:

- A. Applications for extra-curricular activities are to be made in writing to the principal.
With the assistance of the appropriate building administrator(s), the Superintendent shall recommend all appointments to the Board annually.
- B. The building administrator responsible for the supervision of the staff member's regular assignment shall notify the Superintendent if this extra assignment may, in any way, affect the quality of his/her regular assignments.
- C. Those assigned positions during the previous year shall have priority for assignment as long as:
 - 1. the extra assignment did not lower the quality of effort in fulfilling their regular responsibilities;
 - 2. their evaluations reflect adequate or better performance of regularly-assigned responsibilities.

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3120C - PRE-EMPLOYMENT INTERVIEW QUESTIONS

Asking an applicant questions prohibited by the Equal Employment Opportunity Act during pre-employment interviews could open the door for a job candidate to take legal action against the Corporation. The following guideline outlines the questions that are appropriate and those that should be avoided.

YOU CANNOT ASK:

- A. any question that would indicate race or color;
- B. any question that would indicate gender, unless job-related;
- C. applicant's religion or religious customs and holidays; recommendations from church officials;
 - A. if applicant, spouse, or parents are native-born or naturalized; date of citizenship; or for other proof of citizenship before hiring;

(Proof of citizenship required on I-9 form)

- E. marital status before hiring, the number and age of children, who cares for them, and if applicant plans to have more;
- F. to see military service records, about military service with any country other than U.S.;
- G. nationality, racial, or religious affiliation of school attended;
- H. how foreign language ability was acquired;
- I. inquiries about arrests, (as contrasted with convictions), except pending charges (see below at F.);
- J. listing of all clubs to which the applicant belongs or has belonged;
- K. that a candidate provide a photograph before hiring or that one be taken during an interview;
- L. height and weight or physical/mental characteristics which do not relate directly to the job specifications (see AG 3211);
- M. whether applicant lives with a disabled individual (whether related or not);
- N. whether applicant plans to marry or plans to have a family;
- O. whether applicant has any military obligations.

YOU CAN ASK:

- A. for applicant's current and previous address; phone number;
- B. whether applicant is eighteen (18) years of age or older;
- C. whether the applicant is lawfully authorized to work in the United States;
- D. if applicant has served in the U.S. armed forces including branch of service and rank attained; job-related experience acquired in the military;

- E. academic, professional, or vocational school attended; language skills such as reading and writing, foreign languages, grades, degrees, majors, etc.;
- F. criminal convictions; any pending felony charges; any misdemeanor charge related to sexual conduct or assault or abuse of a child;
- G. personal and professional and other work references not relating to race, color, religion, gender, national origin, or ancestry;
- H. professional and social organization membership, so long as affiliation does not identify and is not used to discriminate on the basis of gender, race, national origin, or ancestry;
- I. willingness to perform job functions;
- J. willingness to work required work schedule and under prescribed working conditions.

AFTER HIRING, YOU MAY OBTAIN:

- A. marital status and number/age of dependents for insurance and tax purposes;
 - B. proof of age;
 - C. status of citizenship (I-9 Form);
 - D. race, if done pursuant to required or approved affirmative action plan and maintained separately from applicant file;
- E. a copy of military discharge certificate.

3120D - CHECKING REFERENCES OF APPLICANTS

The following procedure is to be used when conducting a check of references submitted by an applicant:

- A. Prior to any investigation, the applicant is to sign a waiver and a release granting the Corporation permission to contact any person listed as a reference as well as any other person who may be familiar with the applicant's previous job performance or suitability for employment.
- B. Review the references with the applicant to ensure that those submitted are people with whom the applicant has worked on a regular basis either in a job setting or an academic setting or both. For administrators, it is important to have references from superintendents and board members with whom the applicant worked. Make sure the references have worked with the applicant within the last three (3) to five (5) years. Determine from the reference if other people who worked with the applicant are available to provide information concerning suitability for the job.
- C. Make telephone (not mail) contact with at least three (3) references particularly if there is discrepant information from the first two.
- D. Prior to contacting the reference, review AG [3120C](#) regarding questions not to ask.
- E. Confine questions to the applicant's suitability for employment work performance, including interpersonal skills. Ask "would you hire _____ again?" or "would you want to work with _____ again?". Ask the reference to give specific examples of what the applicant did well and/or to rate the applicant on various aspects of the job for which the person is applying.
- F. Take notes of each reference contact, including time and date of the call and the reference's name and position. Maintain a written summary of the comments for later use.

3120.04 - EMPLOYMENT OF SUBSTITUTES

Each candidate for employment as a substitute teacher in the School Corporation must possess a valid Indiana substitute permit or hold a valid Indiana professional, provisional, limited, or equivalent license. Each candidate must provide proof of having completed the background checks required in Policy 3121.

Minimally, the candidate must be eighteen (18) years of age or older and possess a high school diploma.

Additionally, the Superintendent requires the following:

1. thorough resume with listing of former employers
2. transcript of college/university credits earned
3. completed and signed application
4. completion of all pre-employment materials
5. substitute permit/teaching license

A. Procedures Leading to Appointment

The Corporation Receptionist is responsible for maintaining a list of qualified substitutes for all teaching and related positions.

Interested persons are to complete an application form and return it to the central office.

The investigation and interview procedures described in AG 3120A will be used, as applicable to the position. Each substitute will be required to undergo a criminal history record check as described in AG 3120A.

Upon approval of the Superintendent substitutes' names will be placed on the official substitute list.

B. In-School Procedures

The Superintendent is to develop procedures which ensure each substitute has completed necessary forms; received appropriate instructions, plans, and other resources needed to function properly in the position and the building; and been observed early and regularly in the performance of his/her responsibilities.

C. Long-Term Substitutes

A person will be considered a long-term substitute if s/he is appropriately certified and the staff member for whom s/he has been hired to replace has a leave which extends for more than fifteen (15) consecutive school days. The long-term substitute position will be terminated by the end of the school year. A long-term substitute shall receive no benefits, i.e. personal days, sick days, vacation days, etc. Should the fifteen (15) consecutive school days be disrupted by absence, the long-term substitute pay rate would revert to fifteen (15) days at the daily substitute pay rate before being compensated at the contract rate. On the sixteenth (16th) day of consecutive service in the long-term substitute assignment a substitute that possesses a valid Indiana Teacher's License shall be paid at the rate of pay based upon their Degree level and years of experience. No contract will be written for a long-term substitute.

3120.05 - EMPLOYMENT OF SUMMER SCHOOL STAFF

When not otherwise specified in the terms of a negotiated, collectively-bargained agreement, the following procedures will hold for selection of staff members for the summer school:

- A. An announcement will be made to all staff members listing those positions available, hours required, rate of pay, and procedure for making application.
- B. First priority for summer school employment will be given to Corporation professional staff members:
 - 1. State certified to teach the course;
 - 2. who teach the course being offered during the regular school year;
 - 3. regular school employment is at the level/building the course is being taught.
- C. Consideration will be given to people outside of the Corporation only when no qualified Corporation professional staff members are available.
- D. Applicants are expected to have obtained the recommendation of their principal or immediate supervisor.
- E. Only those candidates who are best qualified to perform the duties of the position shall be recommended for employment.

Summer school assignments will be contingent upon having a minimum enrollment for the courses scheduled.

Summer school assignments do not carry over automatically from year to year. All such positions will be re-opened annually.

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3121 - PERSONAL BACKGROUND CHECK

Background Checks of Candidates for Employment

In accordance with Board policy, the personal and employment history will be thoroughly investigated of each candidate who is seriously being considered for employment as a regular or substitute member of the staff.

In addition to the information obtained through the employment procedure described in AG 3120A, a criminal history record check must be conducted. The Corporation Receptionist will be responsible for ensuring that the candidate completes Form 3121 F1.

The Candidate shall submit the candidate's name, address, social security number, and date of birth to the contracted service provider for a local, State, and National criminal history check, including an expanded criminal history check as defined by I.C. 20-26-2-1.5.

If the Corporation's investigation and/or criminal history check reveals that a candidate has been involved in some unlawful behavior, such information should be examined in light of:

- A. the nature of the unlawful behavior, e.g. was it a felony or a misdemeanor? Did it involve violence? Was it sex related? Was it child related? etc.;
- B. did the behavior result in a conviction;
- C. how recently the behavior occurred and the behavior of the candidate in the interim;
- D. the relationship of the behavior to the duties the person would be assuming, if hired;
- E. the likelihood that the candidate would represent a potential threat of injury to or loss/damage to property;
- F. the likelihood that the candidate would represent a potential threat of injury to or loss/damage to persons;
- G. the extent that the staff position involves being an exemplar to students and the potential for the presentation of a negative exemplar;
- H. the manner in which the information came to the Corporation's attention, i.e., offered by the candidate or reported through an investigation.

The final decision concerning the employment (or possible discharge if the information comes to light after employment) will be made by the Superintendent.

In addition to the criminal history check, the Superintendent/designee will conduct the following or contract with a private service provider to conduct the following:

- A. an expanded child protection index check as defined by I.C. 20-26-2-1.3
- B. a search of the national sex offender registry maintained by the United States Department of Justice
- C. beginning July 1, 2017, a search of the State child abuse registry

- D. telephone inquiry with former employer(s)
- E. explanations of any employment gaps to ensure the candidate has not omitted an employer where an offense occurred
- F. verification of the applicant's eligibility to work using the E-Verify database maintained by the Federal government as required by I.C. 12-32-1
- H. an Indiana Bureau of Motor Vehicles driver history if the position involves driving

An "expanded child protection index check" means:

- A. an inquiry with the department of child services as to whether an individual has been the subject of a substantiated report of child abuse or neglect and is listed in the child protection index established under I.C. 31-33-26-2;
- B. an inquiry with the child welfare agency of each state in which the individual has resided since the individual became eighteen (18) years of age as to whether there are any substantiated reports that the individual has committed child abuse or neglect; and
- C. for a certificated employee, an inquiry with the department of education or other entity that may issue a license to teach of each state in which the individual has resided since the individual became eighteen (18) years of age as to whether the individual has ever had a teaching license suspended or revoked.

Background Checks for Corporation Employees

The Board requires that an expanded criminal history check be conducted for each Corporation employee every five (5) years.

The Superintendent shall require the Business Office to maintain a record of all existing employees stating the school year in which the required expanded criminal history check was completed and when the next expanded criminal history check is due.

The Corporation shall pay the costs associated with conducting the expanded criminal history check for all employees, provided the exclusive representatives of the Corporation's employees do not object.

Additionally, the Corporation may obtain an expanded criminal history check or an expanded child protection index check at any time if the Superintendent has reason to believe that an employee or a candidate for employment:

- A. is the subject of a substantiated report of child abuse or neglect or
- B. has been charged with or convicted of one (1) of the following crimes:
 1. Murder (I.C. 35-42-1-1).
 2. Causing suicide (I.C. 35-42-1-2).
 3. Assisting suicide (I.C. 35-42-1-2.5).

4. Voluntary manslaughter (I.C. 35-42-1-3).
5. Reckless homicide (I.C. 35-42-1-5).
6. Battery (I.C. 35-42-2-1) unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
7. Aggravated battery (I.C. 35-42-2-1.5).
8. Kidnapping (I.C. 35-42-3-2).
9. Criminal confinement (I.C. 35-42-3-3).
10. A sex offense under I.C. 35-42-4.
11. Carjacking (I.C. 35-42-5-2) (before its repeal).
12. Arson (I.C. 35-43-1-1), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
13. Incest (I.C. 35-46-1-3).
14. Neglect of a dependent as a Class B felony (for a crime committed before July 1, 2014) or a Level 1 felony or Level 3 felony (for a crime committed after June 30, 2014) (I.C. 35-46-1-4(b)(2) and (3)), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
15. Child selling (I.C. 35-46-1-4(d)).
16. Contributing to the delinquency of a minor (I.C. 35-46-1-8), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
17. An offense involving a weapon under I.C. 35-47 or I.C. 35-47.5, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
18. An offense relating to controlled substances under I.C. 35-48-4, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
19. An offense relating to material or a performance that is harmful to minors or obscene under I.C. 35-49-3, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
20. An offense relating to operating a motor vehicle while intoxicated under I.C. 9-30-5, unless five (5) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

21. Domestic battery (I.C. 35-42-2-1.3), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is latest.
22. An offense that is substantially equivalent to any of the offenses listed in this subsection in which the judgment of conviction was entered under the law of any other jurisdiction.

If a professional employee or substitute teacher reports to the Superintendent that s/he:

- A. has been arrested or had criminal charges filed against him/her;
- B. has been convicted of a crime; or
- C. is the subject of a substantiated report of child abuse or neglect,

the Superintendent shall require the Business Office to obtain a review of each reported arrest or charge, conviction or substantiated report of abuse or neglect and shall recommend appropriate action to the Board considering the risk to members of the school community presented by the continued employment of the professional employee or substitute teacher who was arrested or charged, convicted or the subject of a substantiated report of child abuse or neglect.

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Revised 2/12/18

3121A - REPORTS OF CONVICTIONS AND SUBSTANTIATED CHILD ABUSE OR NEGLECT AND ARREST

Employees shall report their arrest or the filing of criminal charges against them, or their conviction for a crime to the Superintendent within forty-eight (48) hours of the arrest or the filing of criminal charges or the conviction. If the employee is held in custody for more than twenty-four (24) hours, the report shall be made within forty-eight (48) hours after the employee is released from custody.

Employees also shall report a substantiated report of child abuse or neglect of which the employee is the subject to the Superintendent within forty-eight (48) hours of the issuance of the report. If the employee does not receive notice of the issuance of the report until a later date, the employee must report the substantiated report of child abuse or neglect of which the employee is the subject to the Superintendent within forty-eight (48) hours of receiving notice of the report.

The arrest or the filing of criminal charges, or conviction need not automatically result in the suspension or termination of the employee. The Superintendent may evaluate the circumstances of the arrest or charge(s) based upon the factors listed below for the evaluation of criminal convictions, plus the presumption of innocence afforded every person charged with a crime prior to conviction.

As used here, "crime" means an action initiated by the State of Indiana, another state, or the United States with a penalty that includes the possibility of a term of imprisonment. The term includes all prosecutions denominated as a felony or misdemeanor. Infractions such as speeding and other minor traffic infractions are not covered unless the job description for an employee's position includes operating a vehicle as an essential function. Any doubt about reporting a charge or arrest should be resolved in favor of reporting the offense.

If available, the evaluation of the charge(s), arrest, or conviction will be expedited if the employee provides the Superintendent a copy of:

- A. the criminal charge(s), i.e., the information or indictment;
- B. any probable cause affidavit filed with the charge;
- C. the cause number and court in which the matter is pending;
- D. any police report or accident report prepared by law enforcement; and
- E. the court's entry of a criminal conviction against the employee.

In evaluating information surrounding the arrest, filing of criminal charges or conviction, the Superintendent will take into account:

- A. the relevance of the circumstances of the arrest, charge(s), or conviction to the qualification standards and essential functions of the position held by the employee;
- B. how recently the behavior occurred and the behavior of the employee since that time;
- C. whether the employee admits or denies the facts of the allegation;
- D. the relative reliability of the information and objectivity of the source of the information;

- E. the certainty with which the facts have been or can be determined;
- F. the nature and severity of any potential harm to students and other employees that would result from an error in assessing the facts of the arrest, charge(s), or conviction;
- G. the extent to which the position involves being an exemplar and the potential for the presentation of a negative exemplar to students; and
- H. how the information came to the attention of the Corporation, i.e., was it reported by the employee or discovered through other means.

The Superintendent will give the appropriate weight to each of these factors in determining whether the employee will be permitted to continue to work while the charges are resolved in the trial court, and will recommend that the employee continue to work, be placed on administrative leave or suspension, or be terminated or recommended for termination. With respect to employees who are teachers, the principal or Superintendent, as appropriate, shall make the initial recommendation for termination, as required by State law.

A substantiated report of child abuse or neglect of which the employee is the subject need not automatically result in the suspension or termination of the employee. The Superintendent may evaluate the circumstances of the incident underlying the report based on the following factors:

- A. the relevance of the circumstances of the incident underlying the report to the qualification standards and essential functions of the position held by the employee;
- B. how recently the behavior occurred and the behavior of the employee since that time;
- C. whether the employee admits or denies the facts of the report;
- D. the relative reliability of the information and objectivity of the source of the information;
- E. the certainty with which the facts have been or can be determined;
- F. the nature and severity of any potential harm to students and other employees that would result from an error in assessing the facts of the incident underlying the report;
- G. the extent to which the position involves being an exemplar and the potential for the presentation of a negative exemplar to students;
- H. how the information came to the attention of the Corporation, i.e., was it reported by the employee or discovered through other means.

The Superintendent will give the appropriate weight to each of these factors in determining whether the employee will be permitted to continue to work while the Superintendent completes his/her investigation and will recommend that the employee continue to work or be placed on administrative leave or suspension. A substantiated report of child abuse or neglect of which the employee is the subject may result in the termination of the employee's employment. With respect to employees who are teachers, the principal or the Superintendent, as appropriate, shall make the initial recommendation for termination, as required by State law.

Approved 7/9/12
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Revised 2/18/18

3122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

These administrative guidelines are established to assist in the proper implementation of Policy [3122](#) and Policy 3122.02.

Notice of the School Board's policy on nondiscrimination in employment practices and the identity of the Compliance Officers shall be posted throughout the School Corporation and published in any Corporation statement regarding the availability of employment, in any staff handbooks, and in general information publications of the Corporation as required by Federal and State law and this policy and on the Corporation website.

Military Status

For purposes of this policy/administrative guideline, "military status" refers to a person's status in the uniformed services which includes the performance of duty, on a voluntary or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

Revised 7/05

Revised 11/12/10

Revised 3/25/13

Revised 1/25/16

3122C - COMPARATIVE ANALYSIS OF EMPLOYMENT RELATED PROVISIONS OF ADA AND SECTION 504

Issue	Section 504	ADA
Coverage	Covers only recipients of Federal funds	Covers all employers with 15 or more employees; adds 2-year exemption for employers with less than 25 employees

Definition of "Qualified Individual with Disability

A disabled person who, with "reasonable", accommodation can perform the essential functions of the job

An individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position
Reasonable Accommodation may include:

Reasonable Accommodation

Reasonable Accommodation may include:

making facilities used by employees readily accessible and usable by disabled persons

making facilities readily accessible

job restructuring, part-time or modified work schedules

job restructuring, part-time or modified work schedules

No comparable provision

reassignment to a vacant position

acquisition or modification of equipment or devices

acquisition or modification of equipment or devices

No comparable provision

appropriate adjustment or modifications of examinations, training materials or policies

Issue

Section 504

ADA

provision of readers or interpreters

provision of readers or interpreters

Undue Hardship

Factors considered:

Factors considered:

- 1) size of the organization and its budget
- 2) type of operation
- 3) nature and cost of accommodation

- 1) size of the organization and its budget
- 2) type of operation
- 3) nature and cost of accommodation

Drug and Alcohol Use	Current drug use is not considered a disability	Current drug use is not considered a disability
	Current alcohol abuse that prevents individual from performing duties of the job or that constitutes direct threat to property or safety of others is not considered a disability	Current alcohol abuse that prevents individual from performing duties of the job or that constitutes direct threat to property or safety of others is not considered a disability
Communicable Diseases	Term "individual with disabilities" excludes any individual with a communicable disease which would constitute a direct threat to the health or safety of others or which renders the individual unable to perform the job	Permits qualification standard requiring that an individual with a currently-communicable disease or infection not pose a direct threat to the health or safety of others
Relationships or Associations	No comparable provision	Prohibits discrimination based on relationship to or "association with another disability

3122.01 - DRUG-FREE WORKPLACE

These administrative guidelines are established to assist in the proper implementation of Board Policy 3122.01.

The Superintendent is directed to publish a statement notifying Corporation employees that:

- A. no employee may manufacture, distribute, dispense, possess, or use unlawfully any controlled substance, including any chemically similar substance, any alcohol, or any drug paraphernalia at any time while on Corporation property or while involved in any Corporation-related activity or event;

- B. any employee who violates the Corporation's Drug-Free Workplace Policy 3122.01 shall be subject to disciplinary action in accordance with Corporation policies and administrative guidelines and the terms of any collective bargaining agreement, if applicable.

It shall not be a violation of Corporation policy for an employee to possess or use a controlled substance if the drug is in its original container and is taken strictly as prescribed by a licensed physician or other medical professional having the power to prescribe medications pursuant to a current prescription written for that employee.

The Superintendent is directed to make a good faith effort to continue to maintain a safe environment in all of the Corporation's schools through the implementation of these administrative guidelines.

The Superintendent is directed to establish a Safe School Committee for the entire Corporation, the composition of which shall be in accordance with the Superintendent's guidelines.

Each committee must consist of not more than fifteen (15) members who represent the following:

- A. school personnel
- B. parents of students and
- C. representatives of the community

Appointments to the committee must be made in compliance with contractual provisions (if any), discussion procedures, or past practice. Each *School Safety Committee* may include at least one (1) member who is a member of the school or Corporation career and technical education school.

The *School Safety Committee* shall be responsible for developing a plan that addresses the following issues:

- A. Unsafe conditions, crime prevention, school violence, bullying, and other issues that prevent the maintenance of safe schools.
- B. Professional development needs for faculty and staff to implement methods that decrease problems identified above.
- C. Methods to encourage involvement by the community and students, development of relationships between students and school faculty and staff, and use of problem solving teams.

- D. Provide a copy of the floor plans for each building that clearly indicates each exit, the interior rooms and hallways, and the location of any hazardous materials located in the building to the local law enforcement agency and the fire departments that have jurisdiction over the school. The Corporation shall not disclose any record or part of any record if the disclosure of which would have a reasonable likelihood of threatening public safety by compromising the Corporation's security.

In developing the plan, the *School Safety Committee* may seek input from representatives of the following:

- A. local law enforcement agency
- B. the local Fire Marshal(s) or his/her designee(s);
- C. emergency medical services;
- D. a member of the Board;
- E. building administrators;
- F. the local emergency management service agency;
- G. School Resource Officer(s).

The Superintendent shall recommend the approval and adoption of the Corporation's plan.

Each committee shall:

- A. develop a drug-free school plan that:

1. requires each school to collect and report drug related activities in the school, including suspensions, expulsions, exclusions, police actions, or any other type of drug related behavior; and
 2. addresses ways to eliminate illegal drugs and drug related behavior in schools;
- B. oversee the implementation of the school plan;
- C. oversee the implementation of the curriculum under IC 20-30-5-11.

Approved 2/23/15
Revised 5/8/17

3123A - SECTION 504/ADA - PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT

The Board prohibits discrimination against any employee or applicant based on his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability against qualified individuals with disabilities in every aspect of employment. Specifically, the Board does not discriminate on the basis of disability against a qualified individual in regard to:

- A. recruitment, advertising, and job application procedures;

- B. hiring, upgrading, promotion, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- C. rates of pay or any other form of compensation or benefits;
- D. job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- E. leaves of absence, sick leave, or any other leave;
- F. fringe benefits available by virtue of employment, whether or not administered by the Board;
- G. selection and financial support for training, including: apprenticeships, professional meetings, conferences and other related activities, and selection for leaves of absence to pursue training;
- H. activities sponsored by the Board, including social and recreational programs; and
- I. any other term, condition, or privilege of employment.

The Board will provide reasonable accommodation to a qualified applicant and employee who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the Board's program and/or activities or create a direct threat. A direct threat is a significant risk of substantial harm to the health or safety of the employee or others that cannot be eliminated or reduced by reasonable accommodation. A reasonable accommodation is not required for an individual who is regarded as having a disability but does not have a disability.

An individual with a disability is anyone who:

- A. **has** a physical or mental impairment that substantially limits one or more major life activities ("actual disability") when mitigating measures or reasonable accommodations are not in place;
- B. **has a record of having** a physical or mental impairment that substantially limits one or more major life activities; or
- C. **is regarded as having** a physical or mental impairment that substantially limits one or more major life activities (i.e., has a physical or mental impairment that does not substantially limit major life activities but is treated by the Board as constituting such a limitation, or has a physical or mental impairment that substantially limits major life activities only as a result of the attitude of others toward such impairment, or has

none of the physical or mental impairments recognized by Section 504 but is treated as having such an impairment).

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, eating sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

Physical or mental impairment means:

- A. any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems:
 - 1. neurological
 - 2. musculoskeletal
 - 3. special sense organs
 - 4. respiratory, including speech organs
 - 5. cardiovascular
 - 6. reproductive
 - 7. digestive
 - 8. genitourinary
 - 9. hemic and lymphatic
 - 10. skin
 - 11. immune
 - 12. circulatory

13. endocrine

- B. any mental or psychological disorder, such as an intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities

While the determination of whether an impairment substantially limits a major life activity is an individualized one that is case specific, given the inherent nature of the following impairments, as a factual matter, they will virtually always be found to impose a substantial limitation, at a minimum, on the major life activity indicated: deafness substantially limits hearing; blindness substantially limits seeing; an intellectual disability substantially limits brain function; partially or completely missing limbs or mobility impairments requiring the use of a wheelchair substantially limits musculoskeletal function; autism substantially limits brain function; cancer substantially limits normal cell growth; cerebral palsy substantially limits brain function; diabetes substantially limits endocrine function; epilepsy substantially limits neurological function; Human Immunodeficiency Virus (HIV) infection substantially limits immune functions; multiple sclerosis substantially limits neurological function; muscular dystrophy substantially limits neurological function; and major depressive disorder, bipolar disorder, post-traumatic stress disorder, obsessive compulsive disorder, and schizophrenia substantially limits brain function.

Physical or mental impairments that are episodic in nature or in remission may constitute a disability for the purposes of Section 504/ADA if the impairment would substantially limit a major life activity when active, such as asthma, allergies, or cancer.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aids and cochlear implants or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aids or services", learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

Individual with a disability does not include the following (i.e., Section 504 specifically **excludes**):

- A. individuals who are currently engaging in the illegal use of drugs, when the Board acts on the basis of current use or impairment on the job rather than past use;
- B. with respect to employment, any individual who is an alcoholic whose current use of alcohol prevents such individual from performing the duties of the job in question or whose employment, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others
- C. with respect to employment, an individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job

- D. an individual on the basis of homosexuality or bisexuality
- E. an individual on the basis of:
 - 1. transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairment, or other sexual behavior disorders
 - 2. compulsive gambling, kleptomania, or pyromania, or
 - 3. psychoactive substance use disorders resulting from current illegal use of drugs

Individual with a disability includes an individual who:

- A. has successfully completed a supervised drug rehabilitation program and is no longer engaging in the use of illegal or unprescribed prescription drugs, or has otherwise been rehabilitated successfully and is no longer engaging in such use;
- B. is participating in a supervised rehabilitation program and is no longer engaging in such use; or
- C. is erroneously regarded as engaging in the illegal use of drugs, but is not engaging in such use.

Public Notice

Recruitment materials, job announcements and all other materials/publications published by the Board must contain the following statement that the Board does not discriminate against disabled persons in employment or the provision of services. This requirement may be met by including an insert in existing publications or revising and reprinting publications.

Equal Employment Opportunity Statement

The Wa-Nee Community School Board does not discriminate on the basis of race, color, national origin or ancestry, sex, religion, age, disability, or genetic information in employment or the provision of services.

The Board will also include a notice of reasonable accommodation requirements on Board employment application forms and post notices that employee reasonable accommodation Request Forms may be obtained from the Board's Section 504 Compliance Officer (who also serves as its ADA Coordinator).

Decision-Making Process for Determining/Identify Reasonable Accommodations and Undue Hardship

In determining the appropriate accommodation in the employment situation, the Board will take into account two (2) factors:

- A. the specific abilities and functional limitations of the particular applicant or employee with a disability; and
- B. the qualification standards and essential functions of the particular job.

If an applicant or employee is not able to perform marginal or non-essential functions of a position, those functions shall be eliminated or modified and shall not serve as a barrier or impediment to employment, continued employment, or promotion. Many times a reasonable accommodation will be obvious and made without difficulty and at little or no cost. The Board Section 504 Compliance Officer/ADA Coordinator and other supervisory employees will engage the individual with the disability in an interactive dialogue as to any possible suggestions s/he may have for changes or adjustments that will serve as an effective reasonable accommodation. The Board recognizes that employees with disabilities can be useful sources of the information on what type of accommodation they need, where to obtain information on appropriate accommodations, and where to purchase accommodations.

If, however, the identification of a reasonable accommodation proves difficult, the Board will utilize an informal, interactive process whereby it and the individual will work together to identify the appropriate accommodation. The interactive process may include any of the following steps, as may be appropriate:

- A. Examination of the particular job involved and determination of its purpose and essential functions. The Board will conduct an individual assessment of the particular job at issue in order to analyze the actual job duties ("essential functions") and determine the true purpose or object of the job.
- B. The Board will then consult with the individual with a disability to find out his/her specific physical or mental abilities and limitations as they relate to the essential job functions. This will help the parties to identify the barriers to job performance and assess how these barriers could be overcome with an accommodation.
- C. In consultation with the individual, the Board will identify potential accommodations and assess how effective each would be in enabling the individual to perform essential job functions.
- D. If the parties are still not able to identify an appropriate accommodation, the Board will seek technical assistance.
- E. If there are several effective accommodations, the Board will select the accommodation that best serves the needs of the individual and the Board. While the Board will give the individual with a disability's preference first consideration, the Board may choose among effective accommodations and select the accommodation that is less expensive

or easier to provide. The Board may consider the cost, efficiency and availability of the alternative accommodations in selecting an effective accommodation. The Board does not have the obligation to provide the "best" accommodation possible, so long as it provides an accommodation that is sufficient to meet the job-related needs of the individual being accommodated.

The Board will not implement an accommodation without first checking with the employee since the employee may not need or want an accommodation, or the unrequested accommodation may not meet the employee's functional limitation. The Board will respect an individual with a disability's right not to accept an accommodation if s/he has not requested it and does not feel one is necessary. However, if this results in the individual failing to perform essential functions of his/her position, s/he may be considered unqualified to perform the essential functions of the position and may either be refused employment or discharged.

The Board may decline to provide desired accommodations if it determines such accommodations will result in an undue hardship or a direct threat. An undue hardship entails a significant difficulty or expense in, or resulting from, the provision of the accommodation. Such hardship is not limited to financial difficulty but rather encompasses any accommodation that would be unduly costly, extensive, substantial or disruptive, or that would fundamentally alter the nature or operation of the program. If the cost of an accommodation would impose an undue hardship, the Board will give the individual with the disability the option of paying that portion of the cost which would constitute an undue hardship or providing the accommodation. Further, the Board will not consider employee morale or the attitudes of others when determining undue hardship.

Decisions not to provide a requested accommodation will be in writing and accompanied by an explanation of the decision not to act.

Reasonable accommodations may include:

- A. Making facilities used by employees readily accessible to and usable by individuals with disabilities.
- B. Job restructuring, part-time or modified work schedule, acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.

Factors to be considered when determining whether an accommodation would impose an undue hardship on the operation of the Board's program or activity include:

- A. the overall size of the Board's program or activity with respect to number of employees, number and type of facilities, and size of budget;
- B. the type of the Board's operation, including the composition and structure of the Board's workforce; and
- C. the nature and cost of the accommodation needed.

Employment Criteria

The Board will not use qualification standards, employment tests or other selection criteria that screen out or tend to screen out an individual with a disability or a class of individuals with disabilities, on the basis of disability, unless the standard, test or other selection criteria, as used by the Board, is job-related for the position in question and consistent with business necessity.

The Board will select and administer tests concerning employment so that when administered to an applicant or employee who has a disability that impairs sensory, manual or communications skills, the test results accurately reflect the applicant's or employee's job skills, aptitude, or whatever other factor the test measures, rather than reflecting the applicant's or employee's impaired sensory, manual, or speaking skills except where those skills are the factors that the test measures.

Pre-employment Inquiries

Except as authorized by law, the Board will not conduct a pre-employment medical examination or make pre-employment inquiry of an applicant as to whether the applicant is an individual with a disability or as to the nature or severity of a disability. The Board will, however, make pre-employment inquiry into an applicant's ability to perform the position's essential functions - this includes requesting the applicant to describe or demonstrate how s/he would perform the essential functions.

The Board may give a physical agility test at any point in the application or employment process if the test(s) measure ability to perform one or more essential functions of the position with reasonable accommodation. When the Board decides to give such a test it must give the test to all similarly situated applicants or employees regardless of disability.

Some examples of alternative test formats and reasonable accommodations are:

- A. allowing people with certain learning or dexterity disabilities to take extra time on a test;
- B. assuring the test site is accessible to a person with a mobility impairment;
- C. allowing a person with a mental disability who cannot perform well with distractions to take a test in a separate room, if a group test setting is not relevant to the performance of an essential function of the position; and
- D. providing Braille, large print, a reader or a computer for people with vision impairments.

If the Board conditions an offer of employment on the results of a medical examination conducted prior to the employee's entrance on duty, the Board will:

- A. subject all entering employees to such an examination regardless of disability, and
- B. the results of the examination will be used only as authorized by law.

The successful candidate who is required to submit to a medical examination, as well as the medical provider that is designated by the Board to conduct the examination, will be directed not to collect or

provide any genetic information, including the candidate's medical history, in the report of the medical examination.

Information obtained as to the medical condition of the applicant, including any inadvertently provided genetic information, will be collected and maintained on separate forms that shall be filed separately from other personnel file information and accorded confidentiality as medical records, except that:

- A. supervisors and managers may be informed regarding restrictions on the work or duties of individuals with disabilities and regarding necessary accommodations;
- B. first aid and safety personnel may be informed where appropriate, if the condition might require emergency treatment; and
- C. government officials investigating compliance with the ADA as amended, Section 504, the Genetic Information Nondiscrimination Act ("GINA"), or similar Indiana laws or local ordinances shall be provided relevant information upon request.

Interviews

All of the topics labeled off-limits with respect to job applications are likewise prohibited as subjects of inquiry during job interviews. The Board's agents, however, may ask questions that relate to an applicant's ability to perform job-related functions so long as it does not phrase the questions in terms of disability. The interviewer may ask about an applicant's ability to perform both essential and marginal job functions. In addition, the interviewer may describe or demonstrate job function(s) and inquire whether or not the applicant can perform that function(s) with or without reasonable accommodation. Along the same lines, the interviewer may ask the applicant to describe or demonstrate how, with or without reasonable accommodation, s/he will perform the job-related functions. Any questions concerning the need for reasonable accommodation should always be linked with performance on a specific job function. The interviewer should never ask an open-ended question such as "Will you need a reasonable accommodation?"

Interviews are to focus their inquiry on **how** applicants will perform the essential functions, rather than on eliciting information about the applicant's physical or mental condition.

According to the Federal Equal Employment Opportunity Commission ("EEOC"), the following are examples of questions that **cannot** be asked on a job application or during an interview:

- A. Have you ever had or been treated for any of the following conditions or diseases?
- B. Please list any conditions or diseases for which you have been treated in the past three (3) years.
- C. Have you ever been hospitalized? If so, for what condition?

- D. Have you ever been treated by a psychiatrist or psychologist? If so, for what condition?
- E. Have you ever been treated for any mental condition?
- F. Is there any health-related reason you may not be able to perform the job for which you are applying?
- G. Have you had a major illness in the last five (5) years?
- H. How many days were you absent from work because of illness last year (unless consistent reliable attendance on scheduled work days is a qualification standard for the position)?
- I. Do you have any physical defects that preclude you from performing certain kinds of work? If yes, describe such defects and specific work limitations?
- J. Do you have any disabilities or impairments that may affect your performance in the position for which you are applying?
- K. Are you taking prescribed drugs?
- L. Have you ever been treated for drug addiction or alcoholism?
- M. Have you ever filed for workers' compensation insurance?

Interviewers should not ask an applicant's employment or personal reference questions about an applicant that they could not ask the applicant himself/herself (i.e. previous employers cannot be asked about a former employee's disabilities, illness or workers' compensation history/claims).

The following are pre-employment questions that **can** be asked:

- A. Can you meet the requirements of our attendance policy which requires _____?
- B. The essential functions of the position of _____ (job title) are _____ (list). Can you perform these essential functions of this position with or without an accommodation?
- C. Describe or demonstrate how you would perform this function, with or without an accommodation? (Such a question can be asked of applicants who have an observable impairment (e.g. confined to a

wheelchair) that might prevent them from performing a job function. If the disability would not interfere with a job function, however, the person could only be asked to demonstrate job performance if all other candidates must do so.)

If an applicant indicates s/he has performed a particular function with an accommodation, the interviewer may follow-up to inquire about it.

In circumstances in which a committee of other employees, parents, students, or community members participate in interviewing an applicant for employment, transfer, or promotion, the Board's senior administrator participating in the interview shall advise the member of the committee of the nature of impermissible and permitted questions that can be asked of an applicant.

Approved 7/9/12

3123B - SECTION 504/ADA - COMPLAINT PROCEDURES RELATED TO DISABILITY DISCRIMINATION IN EMPLOYMENT

If a person believes that s/he has been discriminated against on the basis of his/her disability, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504"), employees will be notified of their right to file an internal complaint regarding an alleged

violation, misinterpretation or misapplication of Section 504. In addition, employees will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

The following person(s) is/are designated as the Corporation's Section 504/ADA Compliance Officer(s) ("Corporation's Compliance Officer(s)"):

Assistant Superintendent/Director of Curriculum

1300 North Main Street

(574) 773-3131 (phone number)

(574) 773-5593 (facsimile number)

Internal complaints must be put in writing and must identify the specific circumstances or areas of dispute that have given rise to the complaint, and offer possible solutions to the dispute. The complaint must be filed with a Corporation Compliance Officer within the time limits specified below. The Corporation's Compliance Officer is available to assist individuals in filing a complaint.

Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination based upon disability. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights.

- A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the Corporation Compliance Officer.
- B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the Corporation Compliance Officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the Corporation Compliance Officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the Corporation Compliance Officer for good cause.
- C. The Corporation Compliance Officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant

to the complaint. The Corporation Compliance Officer will provide the complainant with a written disposition of the complaint within ten (10) workdays. If no decision is rendered within ten (10) workdays, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The Corporation Compliance Officer shall maintain the Corporation's files and records relating to the complaint.

- D. The Superintendent will, within ten (10) workdays of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The Superintendent will render his/her decision within ten (10) workdays of the hearing.

- E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.
- F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case in the appropriate Federal District Court. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

OCR Complaint

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the Americans with Disabilities Act, as amended ("ADA"), the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"). The OCR can be reached at:

U.S. Department of Education
Office for Civil Rights
Citigroup Center, 500 W. Madison Street, Suite 1475
Chicago, IL 60661
312-730-1560
Fax: 312-730-1576
TDD: 877-521-2172
E-mail: OCR.Chicago@ed.gov
Web: <http://www.ed.gov/ocr>

Prohibition Against Retaliation

The Board will not discriminate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because

that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under Section 504 or the ADA, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by Section 504 or the ADA.

Approved 7/9/12

3124A - CONTRACTS

The following guidelines shall govern the appointment of nontenured professional staff members who are not administrators:

- A. Professional staff members are appointed for a term of 185 days, unless otherwise specified.
- B. The Superintendent shall notify all professional staff members in writing of their appointments. The notification shall be on the approved contract form with one (1) copy retained by the professional staff member and one (1) copy signed and returned within five (5) work days.

- C. Professional staff members agree to perform their work faithfully and observe and enforce all policies of the Board and abide by all relevant Corporation guidelines.
- D. Every professional staff member before entering upon his/her duty must present a valid certificate or endorsement.

3124B - REQUEST FOR REDUCED CONTRACT PERIOD

The Corporation requires that each professional staff member complete the school year for which s/he has contracted. Any request for early release from responsibilities should be made to the Superintendent as early as possible giving full particulars. A decision will be based on the impact on the students and the operation of the school relative to the need of the professional staff member.

If a professional staff member is granted early release, his/her salary will reflect days worked only. Pay deductions shall be based on a prorated amount of the annual salary for each day not worked. Fringe benefits and vacation days shall also be adjusted on a prorated basis.

It is important to note that mere willingness to lose pay does not permit one to be absent arbitrarily. Early release will only be granted when the interests of the Corporation are not seriously jeopardized.

The same provisions shall apply when a staff member desires to start work at a date later than the contracted date.

3130 - ASSIGNMENT AND TRANSFER OF PROFESSIONAL STAFF

All professional staff members shall be given notice of their building and applicable class, subject, and room assignments for the forthcoming school year.

Transfers between schools may be enacted by the Superintendent and within a school by the principal when the needs of students, the school, or the Corporation so require.

A. **Involuntary Transfer**

Prior to effecting an involuntary transfer of a teacher, counselor, or other nonadministrator to another school the "receiving principal" shall be consulted regarding the contemplated move and/or the professional staff member shall have an interview with the "receiving principal".

In the case of a nontenured professional staff member, a joint conference of "receiving principal", "sending principal", and transferred professional staff member shall be held in the interest of assuring continuity of the evaluation process.

B. **Voluntary Transfer and Reassignment**

Any professional staff member who desires a change in grade, subject assignment, or program, or who desires a transfer to another school for the following school year shall discuss the matter with his/her supervisor and thereafter shall file a written statement of such desire with the principal as early in the school year as possible but not later than April 1st.

Such statement shall include the assignment desired, the reason for the transfer, and the potential benefits to be obtained. The request will be forwarded to the Superintendent along with the supervisor's recommendation. S/He shall notify the staff member and other appropriate parties of his/her decision as soon as possible. Requests for transfer or assignment within a building shall follow the same guidelines but may be acted upon by the principal, subject to review by the Superintendent.

3130.02 - JOB SHARING

The Corporation may provide the opportunity for job sharing by two (2) staff members under the following conditions.

- A. By sharing a full-time position, two (2) staff members receive the appropriate percent of their regular full-time salary for the appropriate step on the salary schedule.

- B. Benefits will be pro-rated for part-time service, to the extent permitted by the carrier.
- C. Staff members must have agreed voluntarily, and in writing, to work together. Two (2) staff members who wish to be considered for sharing a job are to submit a request to the Superintendent with the following information:
 - 1. A description of how the responsibilities specified in the job description would be divided.
 - 2. Confirmation that other responsibilities, such as staff meetings, conferences, in-service training, etc. would be met by both staff members.
 - 3. A description of what plan would be used for staff member evaluation and proper communication with affected parties.
 - 4. A description of the process which would be used for communicating with supervisors and other staff members throughout the year.
 - 5. A description of how the job-sharing of a teaching position would be introduced to the students so as to provide for consistent classroom procedures, expectations, and discipline.
- D. All requests for a job-sharing assignment must first be submitted to the building principal by February 1st for the following school year. The principal will forward the plan to the Superintendent, who will review all plans prior to the granting of final approval.
- E. The Corporation's commitment to any job-sharing arrangement is limited to one (1) year with authority given to the Superintendent to renew the arrangement if all conditions are being met satisfactorily and evaluation confirms that the expected results from job performance are meeting expectations. If a staff member wishes to return to a full-time position for the following school year, a written request is to be submitted to his/her principal by no later than February 1st of the current school year. Staff members requesting to return to a full-time position will have full return rights, provided there is a position available for which the staff member is licensed and qualified.

All requests for a job-sharing assignment must also be submitted to the bargaining unit representative, who will have an opportunity to present any concerns about the job share assignment's adverse impact under the collective bargaining agreement.

Revised 1/05

3140 - RESIGNATION

Each professional staff member shall recognize the obligation to faithfully fulfill the terms of his/her contract until it is dissolved by mutual consent or by due process of law.

The professional staff member shall not resign to accept a new position elsewhere prior to or during a school year until s/he is assured that a suitable replacement is available or until the School Board has had a reasonable opportunity to secure a suitable replacement.

The Superintendent and the Board may release a professional staff member from the terms of a contract when an opportunity is offered for significant professional advancement.

A professional staff member intending to resign shall submit a written resignation to the Superintendent for conveyance to the Board as far as possible in advance of the effective date of resignation and, preferably, at least twenty (20) days prior to the requested date.

The Principal shall, whenever possible, conduct a postresignation interview to determine the reasons for the resignation.

Revised 1/25/16

3141 - PROCEDURE FOR SUSPENSION OF TEACHER

In all cases, a teacher shall be provided with basic due process prior to being suspended, with or without pay. Due process requires notice and an opportunity to be heard before being suspended. In those cases in which the supervisor of the professional staff member determines that a suspension without pay is warranted, the administration must follow this procedure, which is established by State law:

Principal's Preliminary Decision

Written notice of the Principal's preliminary decision delivered to the teacher in person or by registered/certified mail. Must contain Principal's reasons and notice of right to a private conference with the Superintendent if requested within five (5) days of receipt.

If requested by the teacher within five (5) days of receipt of the Principal's written recommendation

Private Conference with the Superintendent

Must be "set" within ten (10) days of the teacher's request. Teacher may be accompanied by a representative. Superintendent makes written recommendation to the Board.

If requested by the teacher within five (5) days of the initial private conference with the Superintendent

Private Conference with the Board

Open Door Law notice of the Board meeting in executive session is required at least forty-eight (48) hours before the meeting. Forty-eight (48) hours excludes weekends and legal holidays. For legal holidays see I.C. 1-1-9. "Evidence" must be exchanged by the parties at least seven (7) days before the conference. Teacher is allowed to present "evidence" to refute the reasons for suspension without pay and "supporting evidence" presented by "the School Corporation."

At the first public meeting of the Board after the later of the Board or Superintendent conference

Board Issues Its Written Decision

The Board may suspend a teacher without pay for a reasonable time if the decision is supported by a preponderance of the evidence (i.e., more likely than not). The Board's decision is by a majority vote evidenced by a signed statement in the minutes of the Board. The final decision must be in writing and must be made not more than thirty (30) days after the Board receives the teacher's request for the additional private conference with the Board. Is the Board's decision "final"? See *Warren v. Indiana Telephone*, 26 N.E. 2d 399 (Ind. 1940), and *Muncie Schools v. Barnell*, 678 N.E. 2d 799 (Ind. App. 1997), holding the Indiana Constitution's separation of power clause requires judicial review of administrative decisions. Decision should include findings of fact and conclusions of law.

The time periods set out in the above procedure shall be extended for a reasonable period when a teacher or school official is ill or absent from the School Corporation or for other reasonable cause.

I.C. 20-28-9-22

Approved 1/25/16

3142 - PROCEDURE FOR CANCELLATION OF TEACHER CONTRACTS

A teacher's contract may be cancelled immediately, pursuant to the procedure which follows, for any of the following reasons:

- A. Immorality;
- B. Insubordination, which means a willful refusal to obey the State school laws or reasonable rules adopted for the governance of the school building or the School Corporation;
- C. Incompetence, including:
 - 1. for probationary teachers, receiving an ineffective designation on a performance evaluation or receiving two (2) consecutive improvement necessary ratings on a performance evaluation under I.C. 20-28-11.5; or
 - 2. for any teacher, receiving an ineffective designation on two (2) consecutive performance evaluations or an ineffective designation or improvement necessary rating under I.C. 20-28-11.5 for three (3) years of any five (5) year period;
- D. Neglect of duty;
- E. A conviction of an offense listed in I.C. 20-28-5-8(c);
- F. Other good or just cause.

In addition to the reasons set forth above, a probationary teacher's contract may be canceled for any reason relevant to the School Corporation's interest, utilizing the procedure which follows.

Principal's Preliminary Decision

Written notice of the Principal's preliminary decision delivered to the teacher in person or by registered/certified mail. Must contain Principal's reasons and notice of right to a private conference with the Superintendent or Assistant Superintendent if requested within five (5) days of receipt. Notification due to a reduction in force must be delivered between May 1 and July 1.

If requested by the teacher within five (5) days of receipt of the Principal's written recommendation.

Private Conference with the Superintendent or Assistant Superintendent

Must be "set" within ten (10) days of the teacher's request. Superintendent or Assistant Superintendent (whichever attended the conference) makes written recommendation to the Board.

If requested by the teacher within five (5) days of the initial private conference with the Superintendent or Assistant Superintendent.

Private Conference with the Board

Open Door Law notice of the Board meeting in executive session is required at least forty-eight (48) hours before the meeting. Forty-eight (48) hours excludes weekends and legal holidays, for legal holidays see I.C. Code 1-1-9. "Evidence" must be exchanged by the parties at least seven (7) days before the conference. Teacher is allowed to present "evidence" to refute the reasons for cancellation and "supporting evidence" presented by "the School Corporation."

At the first public meeting of the Board after the later of the Board or Superintendent conference.

Board Issues Its Written Decision

The Board may cancel a contract with a teacher by a majority vote of the whole Board (not just a majority of a quorum) evidenced by a signed statement in the minutes of the Board. The decision must be supported by a preponderance of the evidence (i.e., more likely than not). The final decision must be in writing and must be made not more than thirty (30) days after the Board receives the teacher's request for the additional private conference with the Board. Is the Board's decision "final"? See *Warren v Indiana Telephone*, 26 N.E. 2d 399 (Ind. 1940, and *Muncie Schools v. Barnell* (678 N.E. 2d, 799, (Ind. App. 1997) holding the Indiana Constitution's separation of power clause requires, judicial review of administrative decisions. Decision should include findings of fact and conclusions of law.

The time periods set out in the above procedure shall be extended for a reasonable period when a teacher or school official is ill or absent from the School Corporation or for other reasonable cause.

I.C. 20-28-5-8(c)
I.C. 20-28-6-7.5(b)
I.C. 20-28-6-8
I.C. 20-28-7.5-1 and -2
I.C. 20-28-11.5

Approved 7/05
Revised 5/8/17

3160A - PHYSICAL EXAMINATION

- A. Each professional staff member must maintain good physical and mental health in order that job performance may be at a maximum.
- B. Written evidence of good physical and mental health may be required periodically by the Corporation from a physician of the Corporation's choosing with the Corporation assuming the expense of such an examination.

3170A - SUBSTANCE ABUSE

Any professional staff member whose physical characteristics, appearance, behavior, or breath odor suggest to a supervisor that s/he may be under the influence of alcohol shall be requested to take a breathalyzer test at the local police station. The professional staff member shall be taken to the station by a supervisor.

Should the professional staff member refuse to take such a test or should the results of the test be positive, s/he shall be disciplined for conduct unbecoming a professional staff member by the Superintendent who shall recommend to the Board of Education the imposition, if any, of further penalties.

Should a supervisor determine from the physical aspects, appearance, or behavior of a professional staff member that s/he might be under the influence of other drugs, said professional staff member shall be immediately taken to a local health facility for further diagnosis. Should the professional staff member refuse or be found to be under the influence of drugs, s/he shall be disciplined by the Superintendent for conduct unbecoming a professional staff member, and his/her case immediately referred to the Board for disposition.

3211 - WHISTLEBLOWER PROTECTION

The School Board encourages all employees, acting in good faith, to report possible suspected or actual violations of State and Federal laws or Board policies and administrative guidelines. These guidelines shall be used to ensure that the Board's policy on whistleblowers protection (Policy [1411](#)) is implemented properly and in compliance with State laws. The Board will verify that employees are protected from

interference with reporting violations and from retaliation for having reported violation or for refusing an illegal order.

To that end, it is the responsibility of an employee who is aware of conduct on the part of any Board member or employee that possibly violates State or Federal law or Board policy or administrative guidelines, to report such conduct to his/her immediate supervisor. Board members and employees are prohibited from retaliating against an individual who has reported a violation and/or refused an illegal order and shall not use or attempt to use their position to prevent an employee from reporting a possible violation or refusing an illegal order.

Reporting Violations by the Corporation

- A. If an employee becomes aware in the course of his/her employment of a possible violation of any State or Federal law or Board policy or administrative guidelines, that the Board has authority to correct and the employee reasonably believes that such violation is a criminal offense that is likely to cause an imminent risk of harm to persons or hazard to public health or safety, a felony, or an improper solicitation for contribution, the employee shall orally notify his/her immediate supervisor. If the employee's immediate supervisor is not responsive, then the employee may report the possible violation to:
 1. the Superintendent;

If the reported conduct relates to the Superintendent, the report may be filed directly with the Board President.
 2. the appropriate law enforcement or governmental agency responsible for enforcing such violations, only after the employee first provides notice to one of the above-referenced Corporation employees or officials.
- B. After providing oral notification of the possible violation, the employee shall subsequently file with that supervisor or other Corporation official, a written report providing sufficient detail to identify and describe the possible violation.
- C. All efforts must be taken to either correct the violation or refer such violation to the appropriate law enforcement or governmental agency within twenty-four (24) hours of either receiving oral notification or a written report of the possible violation.
 1. The supervisor or other Corporation official shall notify the employee in writing of any effort of the Corporation to correct the alleged violation or hazard or the absence of the alleged violation or hazard.
 2. Written notification shall be provided to the employee within twenty-four (24) hours of receiving notification or by close of business on the next regular school day, whichever is later.
- D. If the Corporation does not correct the violation or make a reasonable effort to correct the violation (including, but not limited to referring such violation to the appropriate law enforcement or governmental agency) within twenty-four (24) hours after either receiving oral notification or a written report of the possible violation, whichever is earlier, the employee may

file a written report providing sufficient detail to identify and describe the possible violation with:

1. the prosecuting authority of the county or municipal corporation where the violation occurred;
 2. a peace officer;
 3. the Inspector General (if the violation is within the Inspector General's jurisdiction); or
 4. any other appropriate public official or agency having regulatory authority over the Corporation, and the activities in which the Corporation is engaged.
- E. An employee may directly notify, either orally or in writing, any appropriate public official that has regulatory authority of the Corporation, and the activities in which the Corporation is engaged, of any possible violation of the following that is also a criminal offense:
1. Air Pollution Control;
 2. Solid and Hazardous Wastes;
 3. Safe Drinking Water; or
 4. Water Pollution Control.

Reporting Violations by Other Employees

- A. If an employee becomes aware in the course of his/her employment of a possible violation by a fellow employee of any State or Federal law or Board policy or administrative guideline, and the employee reasonably believes that the violation is a criminal offense that is likely to cause an imminent risk of harm to persons or hazard to public health or safety, a felony, or an improper solicitation for contribution, the employee shall orally notify his/her immediate supervisor. If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, then the employee may report the possible violation to the Superintendent. If the reported conduct relates to the Superintendent, the report may be filed directly with the Board President.
- B. After providing oral notification of the possible violation, the employee shall subsequently file with that supervisor or other Corporation official, a written report providing sufficient detail to identify and describe the possible violation.

Reporting of Other Violations

- A. If an employee becomes aware in the course of his/her employment of a possible violation of any State or Federal law or Board policy or administrative guideline, that does not involve a

criminal offense or improper solicitation and is not likely to cause an imminent risk of harm to persons or hazard to public health or safety, the employee shall orally notify his/her immediate supervisor or other Corporation official (as set forth above). The employee shall subsequently file a written report within two (2) days.

- B. The immediate supervisor or other Corporation official will acknowledge receipt of the written report within five (5) days. Such reports will be investigated within fifteen (15) days, and appropriate action will be taken, if warranted at the conclusion of the investigation.

Duty to Determine Accuracy of Possible Violations

- A. An employee shall make a reasonable and good faith effort to determine the accuracy of any possible violations.
- B. If an employee fails to make a reasonable and good faith effort, s/he may be subject to disciplinary action, including suspension or termination, for reporting information without a reasonable basis to do so.
- C. An employee will also be subject to disciplinary action if s/he purposely, knowingly, or recklessly gives false information or makes a false report of a violation.

Prohibition Against Retaliation

- A. No employee shall be disciplined or retaliated against for reporting a possible violation by the Corporation or a fellow employee or as a result of making any inquiry or taking any other action necessary to ensure the accuracy of any information related to possible violations, as long as the employee made a reasonable and good faith effort to determine the accuracy of any information reported.
- B. For purposes of this policy and guideline, improper disciplinary or retaliatory action includes, but is not limited to:
 - 1. terminating or suspending the employee;
 - 2. withholding from the employee salary increases or employment benefits to which the employee is otherwise entitled;
 - 3. transferring or reassigning the employee;
 - 4. denying the employee a promotion that s/he would have otherwise received; or
 - 5. reducing the employee in pay or position.

3213 - LIABILITY OF STAFF FOR STUDENT WELFARE

Professional staff members are responsible for the safety of students on the grounds and within Corporation facilities. In addition to requirements specified in Policy [3213](#), the following guidelines are provided to minimize the occurrence of situations in which staff members may incur liability for actions related to students:

- A. Each professional staff member:

1. should not leave students unattended;
 2. should not leave an unqualified person in charge of students;
 3. should accompany students wherever they are assigned and remain with them until supervision is assumed by another responsible person;
 4. should ensure students do not use noncorporation-owned and/or maintained equipment or other equipment which may be potentially dangerous or use facilities or equipment except for the intended purpose;
 5. should organize classroom materials and equipment so as to minimize danger of injury to students and to self.
- B. Each professional staff member is to enforce the following rules established for student activity in high risk areas:
1. Students should not work in a shop, kitchen, or laboratory at other than the regularly scheduled period, and then only under qualified supervision and in accordance with the prescribed safety procedures.
 2. Only students enrolled in shop classes or laboratory classes, are to use power tools or other dangerous equipment.
- C. With the ever-increasing demand for the use of gyms and other such facilities, it is imperative that the professional staff ensure the safety of Corporation students.
1. If permission is granted for a student or group of students to use a facility, a professional staff member or authorized adult must be present in the facility throughout the time it is in use.
 2. Under no circumstances are students to be left in charge.
 3. If for any reason an area is unlocked for anyone, the professional staff member or authorized adult is responsible for ensuring the area is locked up after its use.
 4. Under no circumstances are custodians authorized to open a facility for unsupervised students to use.
- D. Each professional staff member or authorized adult must immediately report to the principal any accident or a safety hazard s/he detects and any accident one (1) or more of his/her students experience (See [Form 5340 F1](#)).

3221 - PROFESSIONAL STANDARDS FOR SUBSTITUTE TEACHERS

In accordance with the Professional Standards Board (IPSB) and Board Policy 3120.04, each substitute teacher is to be evaluated against the following criteria for effective teaching and be provided an opportunity to meet and/or maintain the standards established by the Corporation.

A. **Education Requirements**

Each substitute must provide satisfactory evidence that s/he has completed a minimum of thirty (30) credit hours from an accredited college or university in any area of certification, and holds a valid and current Substitute Certificate. Occasionally a waiver of required minimum credit hours will be permitted providing the applicant can provide documented evidence of successful work or volunteer related experience and upon the approval of the Superintendent or designee.

B. Competence in Fulfilling Instructional Responsibilities

Each substitute should be able to demonstrate proficiency in performing each of the following instructional tasks. (The importance of each task is stated in italics.)

Task One - Plan Appropriate Learning Activities for Students to Achieve the Learning Objective

*Instruction is such a complex process that if a teacher has not properly organized the necessary materials, facilities, and **identified the procedures** associated with the type of learning that is needed (knowledge, skill, attitude) for the learning to take place, the time and effort spent could easily result in nonachievement of the learning, in misuse of resources, and in heightened student deficiency and frustration.*

Task Two - Create an Environment which Maximizes the Opportunity for Each Student to Participate Appropriately in the Learning Activities

If students do not recognize the relevancy of the learning, are not organized for appropriate actions, are distracted by their surroundings, etc., such roadblocks may make the learning impossible or more difficult than it needs to be.

Task Three - Conduct the Lesson (Learning Activities) as Planned

*While planning provides the necessary preparation, it is the actual doing by the students, **guided** by the teacher that produces learning. **If** the plan is appropriate and complete, and **if** the teacher is skillful in carrying out the plan, **then** the likelihood is far greater that the students will achieve the intended learning(s).*

Task Four - Assess/Diagnose the Extent to Which the Students Achieved the Learning

If the teacher does not know how to find out accurately what the results of the instruction were and what caused those results, then it is highly unlikely that effective "follow-up" (remediation, reinforcement, application, extension, etc.) can be provided.

Task Five - Evaluate the Effectiveness of the Instruction

Since the teacher is the prime facilitator of learning, his/her actions have a major influence on what and how much students learn. If the teacher is unclear about what s/he did that contributed to or hindered student achievement, it is highly unlikely that effective teaching acts can be done properly again or that ineffective teaching acts can be modified and improved.

C. Professional Conduct

Each substitute is to demonstrate that s/he abides by all relevant Board policies and administrative guidelines established by the Superintendent. Of particular importance are the provisions for proper supervision of students described in Policy [3213](#) and AG [3213](#).

3231A - PARTICIPATION IN POLITICAL ACTIVITIES

One of the primary purposes of the school is to create an environment that will permit students to grow and develop. To be of maximum effect, this environment must extend to both the formal academic program as well as to the many extra-curricular activities sponsored by the school. Because of the ages of the students and the significance of the task, it is important that this environment be protected from interference by external, sometimes coercive or disruptive, forces and influences that do not substantially contribute to the learning process.

Nonschool related activities, including political activities, do not contribute to a positive learning climate and may be disruptive, divisive and distracting. Therefore, such activities are not appropriate within the

school setting. It is the intention of the Board of Education to regulate such activities on all Board owned or used property, within all school buildings and at all school sponsored activities.

Specifically:

- A. Literature supporting or opposing one or more candidates, issues, or a particular point of view; commercial literature, and other nonschool related literature shall not be distributed on or in Board owned or occupied buildings or grounds, inside of school buildings or on school buses immediately before or after school or while school is in session. (The distribution of materials to students by other students is governed by the regulations contained in School Board Policy).
- B. Literature supporting or opposing one or more candidates, issues, or a particular point of view; commercial literature, and other nonschool related literature shall not be distributed at school sponsored extra-curricular activities or athletic events wherever they may occur. This regulation shall not prohibit the distribution of literature outside of the entrances and exits of athletic events providing that any such distribution does not interfere with the ability of individuals to freely enter or leave the facility, is not disruptive, and does not take place when school is in session.
- C. Nonschool related, political, and/or commercial literature, or campaign posters supporting one or more candidates, issues or a particular point of view shall not be displayed within the schools or on school owned or occupied property, unless done as part of any approved teaching unit.
- D. When the school facilities are used as a polling place, state regulations will be followed with respect to political activities, the display of political posters, and distribution of political literature on school property.
- E. Employees of the School Corporation shall not engage, during the course of their employment, in any activities that support or oppose one or more candidates, issues or a particular point of view during working hours. The right to express political or other opinions and exercise their constitutional rights as citizens is naturally reserved to all employees.

3231B - RESEARCH AND PUBLISHING

- A. Professional staff members are encouraged to contribute articles to professional publications and to engage in approved professional research.
- B. Materials which might be considered for publication and/or production, which identify the Corporation in any manner, shall be cleared with the Superintendent prior to publication and/or production.
- C. Publications and productions shall be subject to the following copyright provisions:

1. Rights to copyrights or patents of books, materials, devices, etc. developed by professional staff members on their own time will be relinquished by the Board upon request of the staff member provided that:
 - a. the books, materials, devices, etc. were prepared without the use of Corporation data, facilities, and/or equipment;
 - b. the Corporation is granted the privilege of purchasing the materials or products free of any copyright or royalty charges;
 - c. the staff member does not become involved in any way in the selling of the product to the Corporation.

The final decision regarding whether materials were produced independently of any work assignment, and/or without using school equipment, facilities, data or equipment rests with the Superintendent who shall submit such decisions to the Board.

Professional staff members who desire to publish or produce materials on their own time should make such action known to the Superintendent prior to the time such work is started in order that proper procedures can be established to assure that Corporation interests and the interests of the staff member are protected.

2. All books, materials, devices, or products which result from the paid work time and/or prescribed duties of professional staff members shall remain the property of the Corporation. The Corporation shall retain all rights and privileges pertaining to the ownership thereof.

In the event that any of these products have commercial possibilities, the Superintendent is authorized to secure copyrights, patents, etc. which will ensure the ownership of the product by the Corporation.

The Superintendent is authorized to negotiate with appropriate agencies for the production and distribution of products with commercial appeal. Such negotiations shall ensure fair and appropriate compensation, including sharing of royalties, for the staff member(s) who developed the products.

3243 - ATTENDANCE AT EDUCATIONAL MEETINGS

Attendance at educational meetings shall be controlled by the Superintendent in accordance with the School Board policy and/or terms of negotiated, collectively-bargained agreement.

Educational meetings are intended to include professional conventions, conferences, workshops, etc., which are conducted for the purpose of disseminating information, making inquiries into the nature of an educational problem, etc.

- A. Except in unusual circumstances, or at times of exceptional need, a professional staff member's attendance at educational meetings shall be limited to no more than one (1) per year.
- B. Staff members should request leave to attend educational meetings at least ten (10) days in advance of the meeting to allow for proper approval.
- C. Attendance shall be limited to those staff members who have responsibilities directly related to the topics dealt with at a meeting and have participated in similar activities conducted with the Corporation or the local area.
- D. Other staff members requesting attendance whose responsibilities are not directly related must show cause why attendance is necessary and what benefit the Corporation may receive from their attendance.
- E. Staff members attending a meeting will make a summary report to the Principal/Supervisor and indicate the ways in which what was learned will be applied within the building/department and/or Corporation.
- F. Reimbursement for travel, rooms, meals, and other meeting expenses shall be made in accordance with the terms of the negotiated agreement.

Revised 1/05

3270 - LESSON PLANS

Every teacher is responsible for planning on a weekly and daily basis. Lesson plans are to be developed within the context of the applicable courses of study and learning units and should be designed for individual student programs being cognizant of student strengths and weaknesses. (See AG 2231)

Each lesson plan should contain, in addition to whatever else a teacher may wish to include, the following elements:

- A. purpose of the lesson
- B. expected student behavior when purpose has been achieved
- C. needed resources
- D. how students will be organized throughout the lesson
- E. how students will be oriented to the lesson
- F. how the lesson will begin
- G. how students will be assessed
- H. how lesson will conclude

Lesson plans for individualized programs should reflect a general overview and purpose of the instructional program based on the Course of Study. Individual student records may serve as an integral part of the lesson plan.

A copy of the weekly plans are to be available for review by appropriate administrative and supervisory personnel.

Lesson plans as well as adequate directions are to be provided for substitutes so they can continue the ongoing program as closely as possible.

3362 - ANTI-HARASSMENT

These administrative guidelines are established to assist in the proper implementation of Policy [3362](#).

Notice of the School Board's anti-harassment policy and the identity of the Compliance Officers shall be posted throughout the School Corporation and published in any Corporation statement regarding the availability of employment, in any staff handbooks, and in general information publications of the Corporation as required by Federal and State law and this policy and on the Corporation website.

Prohibited Behavior

- A. Conduct constituting sexual harassment may take different forms, including, but not limited to, the following:

1. **Verbal:**

The making of offensive written or oral sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats, or propositions toward or by a fellow staff member, student, or other person associated with the Corporation, or third parties.

2. **Nonverbal:**

Causing the placement of offensive sexually suggestive objects, pictures, or graphic commentaries in the school environment or the making of offensive sexually suggestive or insulting gestures, sounds, leering, whistling, and the like to or by a fellow staff member, student, or other person associated with the Corporation, or third parties.

3. **Physical Contact:**

Threatening or causing unwanted touching, contact, or attempts at same, including patting, pinching, brushing the body, or coerced sexual activity with or by a fellow staff member, student, or other person associated with the Corporation, or third parties. With respect to students, the question of whether or not physical contact is unwanted or consensual is irrelevant where such contact is engaged in by Corporation employees or other adult members of the Corporation community.

- B. Conduct constituting harassment on the basis of race, color, national origin, religion, disability, or genetic information may take different forms, including, but not limited to, the following:

1. **Verbal:**

The making of offensive written or oral innuendoes, comments, jokes, insults, threats, or disparaging remarks concerning a person's race, color, national origin, religious beliefs, disability, or genetic information.

2. **Nonverbal:**

Placing offensive objects, pictures, or graphic commentaries in the school environment or making insulting or threatening gestures based upon a person's race, color, national origin, religious beliefs, disability, or genetic information.

3. **Physical:**

Any intimidating or disparaging action such as hitting, pushing, shoving, hissing, or spitting on or by a fellow staff member, student, or other person associated with the Corporation, or third parties, based upon the person's race, color, national origin, religious beliefs, disability, or genetic information.

C. Examples of inappropriate boundary invasions include, but are not limited to the following:

1. hugging, kissing, or other physical contact with a student
2. telling sexual jokes to students
3. engaging in talk containing sexual innuendo or banter with students
4. talking about sexual topics that are not related to curriculum

5. showing pornography to a student
6. taking an undue interest in a student (i.e. having a "special friend" or a "special relationship")
7. initiating or extending contact with students beyond the school day for personal purposes
8. using e-mail, text-messaging, websites, or other social media services to discuss personal topics or interests with students
9. giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval
10. invading a student's privacy (e.g. walking in on the student in the bathroom, locker-room, asking about bra sizes or previous sexual experiences)
11. going to a student's home for non-educational purposes
12. inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of student)
13. giving gifts or money to a student for no legitimate educational purpose
14. accepting gifts or money from a student for no legitimate educational purpose
15. being overly "touchy" with students
16. favoring certain students by inviting them to come to the classroom at non-class times

17. getting a student out of class to visit with the staff member
18. providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so
19. talking to a student about problems that would normally be discussed with adults (i.e. marital issues)
20. being alone with a student behind closed doors without a legitimate educational purpose
21. telling a student "secrets" and having "secrets" with a student
22. other similar activities or behavior

Investigation and Complaint Procedure (See [Form 3362 F1](#))

In determining whether alleged conduct constitutes a violation of Policy [3362](#), the following factors will be considered:

- A. the nature of the behavior;
- B. how often the conduct occurred;
- C. whether there were past incidents or past continuing patterns of behavior;
- D. the relationship between the parties involved;

- E. the race, color, national origin, sex, religion, age and/or disability of the victim, and in case of genetic information harassment, the genetic information of the employee victim;
- F. the identity of the perpetrator, including whether the perpetrator was in a position of power over the person allegedly subjected to harassment;
- G. the number of alleged harasser(s);
- H. the age of the alleged harasser(s);
- I. where the harassment occurred;
- J. whether there have been other incidents in the school involving the same or other individuals;
- K. whether the conduct adversely affected the person's work or education performance or environment;
- L. the context in which the alleged incidents occurred; and
- M. whether or not speech or expression that is alleged to constitute harassment is protected by the First Amendment to the United States Constitution.

Whether a particular action or incident constitutes a violation of Policy [3362](#) requires a determination based on all the facts and surrounding circumstances.

Revised 3/02
Revised 5/06
Revised 5/13/10
Revised 2/23/15
Revised 1/25/16

3362A - REPORTING THREATENING AND/OR INTIMIDATING BEHAVIORS

Threatening or intimidating behavior may take different forms, including but not limited to the following:

- A. face-to-face encounters in which words are used that indicate to the staff member that his/her safety and well-being are in jeopardy

- B. written communications that include comments toward the staff member or his/her family which are disparaging or would imply or state explicitly that the staff member and/or his/her family may be subject to some form of physical or psychological abuse or violence
- C. written or spoken comments to a staff member which could subject him/her to blackmail or extortion
- D. written or spoken communication that implies or explicitly state that some form of damage may be done to the staff member's property or that of his/her family
- E. written or spoken communication that causes a dwelling, a building, another structure, or a vehicle to be evacuated

Any staff member who believes that s/he is the victim of any of the above actions or has observed such actions taken by a student, parent, fellow staff member, supervisor, co-worker, or other person associated with the Corporation such as a vendor, contractor, volunteer, or school official should promptly take the following steps:

- A. If the alleged threatener is the staff member's principal or a member of the central office staff, the affected employee should, as soon as possible after the incident, contact the Superintendent.
- B. If the alleged threatener is not the staff member's principal or a member of the central office staff, the affected staff member should, as soon as possible after the incident, contact his/her principal.
- C. The principal or Superintendent who has received the report of alleged threat or intimidation shall immediately make an oral report to the local law enforcement agency.

The staff member reporting the incident to the principal or the Superintendent should provide the name of the person(s) whom s/he believes to be responsible for the harassment and the nature of the harassing incident(s). A written summary of each such report is to be prepared promptly by the principal or Superintendent receiving the report, and the principal shall forward it to the Office of the Superintendent.

Each report received by the principal or the Superintendent, shall be investigated in a timely and confidential manner. While a charge is under investigation, no information is to be released to anyone who is not involved with the investigation, except as may be required by law or in the context of a legal or administrative proceeding. No one involved is to discuss the subject outside of the investigation.

The purpose of this provision is to:

- A. protect the confidentiality of the staff member who files a complaint;
- B. encourage the reporting of any incidents of threat or intimidation;
- C. protect the reputation of any party wrongfully charged with threatening or intimidating conduct.

Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All staff members and others involved are to be protected from coercion, intimidation, retaliation, or discrimination for filing a complaint or assisting in an investigation.

If the investigation reveals that the complaint is valid, then prompt, appropriate, remedial and/or disciplinary action will be taken to prevent the continuance of the threat or its recurrence.

The Corporation recognizes that determining whether a particular action or incident is a threat must be based on all of the facts in the matter. Given the nature of this type of intimidation, the Corporation recognizes that false accusations of a threat can have serious effects on innocent individuals. Accordingly, all staff members are expected to act responsibly, honestly, and with the utmost candor whenever they present threat allegations or charges against fellow staff members, students, or others associated with the Corporation.

3/02

3419 - COBRA CONTINUATION OPTIONS

MODEL STATEMENT CONTINUATION COVERAGE

****VERY IMPORTANT NOTICE****

On April 7, 1986, a new Federal law was enacted [Public Law 99-272, Title X] requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a

temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the Plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the new law. [Both you and your Spouse should take the time to read this notice carefully.]

If you are an Employee covered by this Plan, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part), or if you are a Retired Employee, because your Employer has filed for reorganization under Chapter 11 of the Bankruptcy Code.

If you are the Spouse of an Employee (or a Retired Employee for reason E below) covered by this Plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under this Plan for any of the following five (5) reasons:

- A. the death of your Spouse;
- B. a termination of your Spouse's employment (for reasons other than gross misconduct) or reduction in your Spouse's hours of employment with the Employer;
- C. divorce or legal separation from your Spouse;
- D. your Spouse becomes entitled to (that is covered by) Medicare; or
- E. your Spouse's Employer files for Chapter 11 reorganization.

In the case of a Dependent child of an Employee (or of a Retired employee for reason F below) covered by this Plan, s/he has the right to continuation coverage if group health coverage under this Plan is lost for any of the following six (6) reasons:

- A. the death of a parent;
- B. the terminations of a parent's employment (for reasons other than gross misconduct) or reduction in parent's hours of employment with the Employer;
- C. parents' divorce or legal separation;
- D. a parent becomes entitled to (that is covered by) Medicare;
- E. the Dependent ceases to be a "Dependent child" under this Plan; or
- F. the parent's Employer files for Chapter 11 reorganization.

Under the law, the Employee or a family member has the responsibility to inform [the Plan Administrator] within sixty (60) days of a divorce, legal separation, the Social Security determination that a family member that was covered by this Plan at the time of the Employee's termination or reduction in hours was determined to have been disabled at any time during the first sixty (60) days of continuation coverage, or a child's losing Dependent status under this Plan. The Employer has the responsibility to notify the Plan

Administrator of the Employee's death, termination of employment, reduction in hours, or Medicare entitlement.

When the Plan Administrator is notified that one (1) of these events has happened, the Plan Administrator will in turn notify you that you have the right to choose continuation coverage. Under the law, you have at least sixty (60) days from the date of the notice of your COBRA continuation coverage rights to inform the Plan Administrator that you want continuation coverage.

Note: If you do not choose continuation coverage, your group health coverage will end.

If you choose continuation coverage, the employer is required to give you coverage, which, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated Employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for three (3) years unless you lost group health coverage because of a termination of employment or reduction of hours. In that case, the required continuation coverage period is eighteen (18) months. The eighteen (18) month period may be extended to twenty-nine (29) months when the Social Security Administration determines that you, or another family member covered by this Plan at the time of termination of employment or reduction of hours, were/was disabled at any time during the first sixty (60) days of continuation coverage and you inform the Plan Administrator before the end of the eighteen (18) month period and within sixty (60) days of the determination. If, during an eighteen (18) month continuation coverage period, another event takes place that might otherwise result in your health coverage ending, coverage may be extended. In no case, other than for a covered Retired Employee and the Retired Employee's covered family members during the Employer's bankruptcy proceedings, may the total amount of continued coverage be more than thirty-six (36) months.

The law also provides that your continuation coverage may be cut short for any of the following reasons:

- A. the employer no longer provides group health coverage to any of its Employees;
- B. the premium for your continuation coverage is not paid in a timely fashion;
- C. you become covered under another group health plan that does not include a Pre-Existing condition clause that applies to you or to a covered Dependent; or

[Effective for group health plans with Plan Years beginning on or after July 1, 1997: you become covered under another group health plan, and any Pre-Existing Condition limitation or limitation of that plan do not apply or are satisfied by you. This provision applies individually to each individual with COBRA coverage.

A plan's Pre-Existing Conditions exclusion period will be reduced by each month that you and your family had continuous health coverage (including COBRA continuation coverage) with no break in coverage greater than sixty-three (63) days.

When your COBRA coverage ends, you will receive certification of the duration of your coverage.]

- D. you become entitled to (that is, covered by) Medicare.

Notification Requirements

A. The Board shall:

1. notify all covered employees and spouses of their coverage continuation rights on the date the COBRA requirements took effect;

Thereafter, each employee shall be notified of this policy at the time they begin coverage under the Board's Group Health Coverages and each spouse shall be notified of this policy at the time family or spouse coverage begins under the Board's Group Health Coverages.

Notification to the employee's spouse shall be deemed to serve as notice on dependent children.

2. include information on the continuation rights in the Summary Plan Description;
3. notify the plan administrator within thirty (30) days of the following qualifying events:
 - a. death of the covered employee
 - b. termination of employment or reduction in hours of the covered employee
 - c. eligibility of covered employee for Medicare
 - d. bankruptcy of covered employee

B. The Plan Administrator shall:

1. notify the employee of their COBRA provisions when the employee begins under the group health coverages;
2. notify the eligible beneficiaries **within fourteen (14) days** of receiving the specified notification of the qualifying event of his/her right to continuation of coverage. Notifying a spouse or former spouse of an employee is considered sufficient notice to all other eligible beneficiaries living with that person.

The employee, retiree, or family member should notify the plan administrator within sixty (60) days of events consisting of divorce or legal separation or a child's ceasing to be covered as a dependent under plan rules.

P.L. 99-272
Consolidated Omnibus Budget Reconciliation Act of 1984

Approved 1/05

3419.01 - PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS

The following administrative guidelines apply to the self-funded group health plans maintained by the Board:

- A. **Training:** The Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule requires the group health plan to train all members of the plan's workforce on the policies and procedures with respect to Protected Health Information. The Privacy Official shall ensure that the members of the plan's workforce receive adequate and appropriate training regarding the Privacy Rule.

- B. **Business Associate Agreements:** The Privacy Rule requires a group health plan to enter into business associate agreements with its third party vendors. The Privacy Official shall retain counsel to draft and

negotiate these business associate agreements. The Privacy Official will oversee the review of existing business associates agreements to ensure compliance with current laws. The Privacy Official shall ensure that business associate agreements are entered into with new vendors.

- C. **Notice of Privacy Practices:** The Privacy Rule requires the group health plan to distribute a Notice of Privacy Practices to participants in the plan. The Privacy Official shall retain counsel to draft the Notice of Privacy Practices. The Privacy Official shall subsequently distribute these notices to existing group health plan participants. If there is a material change to the Notice, then the Notice shall be distributed as follows:
1. If the group health plan posts its Notice on its website, then the plan may post the revised Notice on its website by the effective date of the material change, and then provide a hard copy of the Notice (or information about the material change and how to obtain the revised Notice) in its next annual mailing or;
 2. If the group health plan does not have a website, then the plan may provide the revised Notice (or information about the material change and how to obtain the revised Notice) to individuals covered by the plan within sixty (60) days of the material revision to the Notice.

The Privacy Official shall notify all participants in the Plan of the availability of the Notice and how to obtain the Notice no less frequently than once every three (3) years.

- D. **Safeguards:** The Privacy Rule requires the group health plan to implement appropriate administrative, technical and physical safeguards to protect the privacy of Protected Health Information. The Privacy Official shall implement these safeguards in a reasonable and appropriate manner.

The Security Official shall seek the services of a third party to perform an information technology risk analysis to identify and protect against reasonably anticipated threats to the security or integrity of electronic Protected Health Information, if applicable

- E. **Amendment of Plan Documents:** The Privacy Rule provides that plan documents be made to permit information sharing between the plan and the plan sponsor. The Privacy Official shall assist other school personnel in determining whether and how plan documents should be amended.

- F. **Participant Rights:** The Privacy Rule grants health plan participants extensive rights with respect to their Protected Health Information. The Privacy Official shall timely respond to participant requests to exercise rights afforded by the Privacy Rule.

- G. **Participant Rights:** The Privacy Official shall develop a breach notification policy. A breach occurs when there has been an acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under the Privacy Rule, which compromises the security or privacy of the Protected Health Information. The Privacy Official shall train workforce members on the breach notification policy.

C.F.R. 160.502(e)(2), 164.308(a)(1), 164.308(b), 164.402, 164.414(a)
C.F.R. 164.520 et seq., 164.520(c)(1), 164.520(c)(1)(v)
C.F.R. 164.530(b), 164.530(c)

Approved 11/03
Revised 5/06
Revised 2/23/15

3421 - FEDERAL GROUP HEALTH CONTINUATION (COBRA)

Qualifying Event

- A. A covered employee shall be offered the opportunity to continue the School Corporation's group health coverage if the employee loses coverage under the Plan upon either of the following "qualifying events":
 - 1. voluntary or involuntary termination of employment for reasons other than "gross misconduct"

Gross misconduct may be intentional, wanton, willful, deliberate, reckless, or in deliberate indifference to the Corporations interests. It is misconduct beyond mere minor breaches of employee standards, but conduct which would be considered gross in nature.

2. reduction in the number of hours of employment

B. The spouse of a covered employee may continue the Corporation's group health coverage if the spouse loses coverage under the Plan because of any of the following "qualifying events":

1. termination of the covered employee's employment for any reason other than "gross misconduct"
2. reduction in the hours worked by the covered employee
3. divorce or legal separation with the covered employee

Also, if the employee reduces or eliminates group health coverage in anticipation of divorce or legal separation, then divorce or legal separation may be considered to be a qualifying event even though the spouse's coverage was reduced or eliminated prior to the divorce or legal separation.

4. death of the covered employee

C. Dependent children may continue the group health coverage if the dependent child loses coverage under the Plan because of any of the following "qualifying events":

1. termination of covered employee's employment for any reason other than "gross misconduct"
2. reduction in the hours worked by the covered employee
3. loss of "dependent child" status under the Plan rules

Under the Patient Protection and Affordable Care Act, the Plan must offer coverage for an adult child until the child attains age twenty-six (26).

4. divorce or legal separation of the covered employee

5. death of the covered employee

Notification by Qualified Beneficiaries

Qualified beneficiaries are required to notify the Plan Administrator of the following qualifying events in order to be eligible for COBRA continuation coverage: (a) divorce or legal separation of the employee and spouse; and (b) loss of eligibility for coverage of a dependent child. The qualified beneficiary is required to notify the Plan Administrator in writing of these events within sixty (60) days of the later of: (a) the date of the qualifying event; or (b) the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the qualifying event. Failure to comply with these rules will result in forfeiture of any COBRA continuation coverage.

COBRA Election

Qualified beneficiaries are required to elect COBRA continuation coverage within the sixty (60) day election period set forth in the Plan's COBRA election notice. Qualified beneficiaries have the right to elect to continue coverage that is identical to the coverage provided under the Plan. If a COBRA beneficiary does not elect COBRA continuation coverage within the sixty (60) day election period, then the COBRA beneficiary will forfeit his/her right to elect COBRA.

Other Options for Qualified Beneficiaries

In lieu of electing COBRA continuation coverage, qualified beneficiaries may wish to pursue coverage through the health insurance marketplace established by the Patient Protection and Affordable Care Act ("ACA"). In some cases, individuals may receive significant subsidies towards the cost of coverage under the health insurance marketplace. These subsidies may make ACA marketplace coverage significantly less expensive than COBRA continuation coverage. Qualified beneficiaries may also wish to explore whether coverage under another employer group health plan or Medicaid is possible.

Termination of COBRA Coverage

COBRA continuation coverage generally lasts for eighteen (18) months. For example, if coverage is lost because of termination of employment or reduction of hours, the employee generally may elect COBRA for a maximum of eighteen (18) months.

However, there are a few exceptions to this rule. If Plan coverage was lost as a result of death of an employee, divorce or legal separation, or loss of eligibility for coverage as a dependent child, COBRA coverage can continue for a maximum of thirty-six (36) months. If a qualified beneficiary is determined under Title II or Title XVI of the Social Security Act to have been disabled before the sixtieth (60th) day of

continuation coverage and the qualified beneficiary properly notifies the Plan Administrator of the disability determination, the eighteen (18) month period is expanded to twenty-nine (29) months. If a second qualifying event occurs while receiving COBRA coverage and the qualified beneficiary properly notifies the Plan Administrator, COBRA coverage may continue for a maximum of thirty-six (36) months.

COBRA coverage under a health flexible spending account can last only until the end of the year in which the qualifying event occurred.

Coverage for qualified beneficiaries may end prior to the end of the maximum coverage period if:

- A. premiums are not paid on a timely basis;
- B. Corporation ceases to maintain the group health plan;
- C. coverage is obtained with another employee group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition (note that the Patient Protection and Affordable Care Act eliminated pre-existing exclusion conditions in most groups health plans);
- D. a qualified beneficiary becomes entitled to Medicare benefits;
- E. during a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled.

A qualified beneficiary is required to notify the Corporation in writing if the qualified beneficiary becomes eligible for Medicare or becomes covered under another group health plan. In addition, if a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, the qualified beneficiary must notify the Corporation of the fact within thirty (30) days after the Social Security Administration's determination.

Revised 2/23/15
Revised 11/28/16
Revised 5/8/17

3421A - IMPORTANT NOTICE OF EMPLOYEES RIGHT TO DOCUMENTATION OF HEALTH COVERAGE

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) limits the circumstances under which coverage may be excluded for medical conditions present before the employee enrolls. Under the law, a pre-existing condition exclusion generally may not be imposed for more than twelve (12) months (eighteen (18) months for a late enrollee after the enrollment date). The twelve (12) month (or eighteen (18) month) exclusion period may be reduced by a new employee's prior health coverage. A new employee is entitled to a certificate from his/her former health insurance provider that will show evidence of the person's prior health coverage.

To obtain a certificate, the employee should complete the attached form and return it to:

Wa-Nee Community Schools

1300 North Main Street

Nappanee, IN 46550

(574) 773-3131

The certificate must be provided promptly. The employee should keep a copy of this completed form. S/He may also request certificates for any dependents (including a spouse) who were enrolled under the employee's health coverage.

The Business Department will be responsible for providing a Certificate of Health Insurance Coverage ([Form 3421A F1](#)) to an employee when:

- A. s/he no longer is covered by the Corporation's plan;
- B. s/he is no longer covered under COBRA;
- C. s/he requests a certificate no later than twenty-four (24) months after cessation of coverage.

Revised 1/05
Revised 2/23/15

3430 - LEAVES OF ABSENCE

Military Family Leave

The School Board shall grant an unpaid leave of absence to a professional staff member who has been employed for at least twelve (12) months and is the spouse, parent, grandparent, or sibling of a person who is ordered to active duty during one (1) or more of the following periods:

- A. during the thirty (30) days before active duty orders are in effect
- B. during a period in which the person ordered to active duty is on leave while active duty orders are in effect
- C. during the thirty (30) days after the active duty orders are terminated

The staff member may request to substitute any of his/her earned vacation, personal leave, or other paid leave except for paid medical or sick leave available for leave for any part of the ten (10) day period.

The staff member who chooses to take this type of leave of absence shall provide notice including a copy of the active duty orders if available, to the Board of the date the leave is to begin. This notice is to be given to the Board at least thirty (30) days before the date on which the staff member intends to begin the leave, unless the active duty orders are issued less than thirty (30) days before the date the requested leave is to begin.

The Board may require verification of the staff member's eligibility for the leave. If the staff member fails to provide verification, the Board may consider the staff member's absence as being unexcused.

The staff member must have worked at least 1,500 hours during the twelve (12) month period immediately preceding the day the leave begins.

The leave of absence allowed each year may not exceed a total of ten (10) working days.

After a staff member takes a leave of absence, the staff member shall be restored to:

- A. the position the staff member held before the leave; or
- B. a position equivalent to the position that the staff member held before the leave with equivalent benefits and terms of the negotiated agreement.

The Board is not required to restore a staff member to a position described above if the Board proves that the reason the staff member was not restored to the position is unrelated to the staff member's exercise of his/her rights to request this leave.

The Board shall permit the staff member to continue his/her health care benefits during the leave at the staff member's expense.

Approved 11/6/07

3430.01 - FMLA LEAVE

Definitions Applicable to FMLA Leave

The term "child" (i.e., son or daughter) means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and "incapable of self-care" because of a mental or physical disability (as defined by the American with Disabilities Act (ADA), as amended) at the time the FMLA leave is to commence.

The term "incapable of self-care" means that the individual requires active assistance or supervision to provide daily self-care in three (3) or more of the "activities of daily living" (ADLs) (e.g., caring appropriately for one's grooming and hygiene, bathing, dressing, eating) or "instrumental activities of daily living" (IADLs) (e.g., cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.).

An employee is "unable to perform the functions of his/her position" where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the

employee's position. Additionally, an employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment.

Leave for Adoption or Foster Care

Eligible employees may take FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement or foster care to proceed. Permissible absences include, but are not limited to, the employee attending a required counseling session, appearing in court, consulting with his/her attorney or the doctor(s) representing the birth parent, submitting to physical examinations, or traveling to another country to complete an adoption.

Military Family Leave Entitlements

A. Military Caregiver Leave

Eligible employees may take up to twenty-six (26) weeks of unpaid FMLA leave, in a "single twelve (12) month period," to care for a covered service member with a serious injury or illness. The "single twelve (12) month period" begins on the first day the eligible employee takes Military Caregiver Leave and ends twelve (12) months after that date. If the employee does not use his/her entire twenty-six (26) work weeks leave entitlement during the "single twelve (12)-month period" of leave, the remaining work weeks of leave are forfeited.

For purposes of Military Caregiver Leave, the covered service member may be a (1) current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the period of five (5) years prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. For an individual who was a member of the Armed Forces and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period between October 28, 2009, and March 8, 2013, shall not count towards the determination of the five-year period for covered veteran status.

Serious injury or illness for purposes of Military Caregiver Leave is defined as an injury or illness incurred by a covered service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the covered service member's active duty and was aggravated by service in the line of duty on active duty in the Armed

Forces) and that may render the service member medically unfit to perform the duties of his/her office, grade, rank, or rating.

In the case of a veteran, a serious injury or illness means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent (50%) or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

The term "son or daughter of a covered service member" means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or child for whom the service member stood in loco parentis, and who is of any age. Similarly, the term "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. (The term does not include parents "in-law.")

The term "next of kin" means the service member's nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the covered service member has specifically designated in writing another blood relative as his/her nearest blood relative for purposes of Military Caregiver Leave under the FMLA, in which case the designated individual shall be deemed to be the covered service member's next of kin. All family members sharing the closest level of familial relationship to the covered service member are considered the covered service member's next of kin, unless the covered service member has specifically designated an individual as his/her next of kin for Military Caregiver Leave purposes. While an eligible employee may care for more than one (1) seriously injured or ill covered service member at the same time, the employee may not take more than twenty-six (26) work weeks of leave during each "single twelve (12) month period."

Military Caregiver Leave is a "per-service member, per-injury" entitlement. Therefore, an eligible employee may take twenty-six (26) work weeks of leave to care for one (1) covered service member in a "single twelve (12) month period," and then take another twenty-six (26) work weeks of leave in a different "single (12) month period" to care for another covered service member or to care for the same service member with a subsequent serious injury or illness (e.g., if the service member is returned to active duty and suffers another injury). Additionally, an eligible employee could take FMLA leave, after the end of the "single twelve (12) month period" for Military Caregiver Leave, to care for a covered service member if the member is a qualifying family member under non-military FMLA and s/he has a serious health condition.

B. Qualifying Exigency Leave

Eligible employees may take up to twelve (12) weeks of unpaid FMLA leave for any of the following qualifying exigencies that are related to the fact that the employee's spouse, son, daughter or parent is on covered active duty, or call to covered active duty status, or has been notified of an impending call or order to covered active duty in the Armed Forces:

1. Issues arising from a qualifying family member's short-notice deployment (i.e., deployment on seven (7) or less calendar days of notice) for a period of seven (7) days from the date of notification.
2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross related to a qualifying family member's covered active duty or call to covered active duty status.
3. Certain childcare and related activities arising from a qualifying family member's covered active duty or call to covered active duty status, such as arranging for alternative childcare, providing childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis), enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member (this does not include providing child care on a routine, regular or everyday basis).

4. Making or updating financial and legal arrangements to address a qualifying family member's absence (e.g., preparing and executing financial and healthcare power of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System, obtaining military identification cards, or preparing or updating a will or living trust) and acting as the military member's representative before a Federal, State, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, and for a period of ninety (90) days following the termination of the military member's covered active duty status.
5. Attending counseling provided by someone other than a healthcare provider for oneself, the qualifying family member, or the child of the qualifying family member, the need for which arises from the qualifying family member's covered active duty or call to covered active duty status. The child must be the military member's biological, adopted, or foster child, stepchild, legal ward or child for whom the military members stands in loco parentis, who is either under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.
6. Taking up to fifteen (15) days of leave to spend time with a qualifying family member who is on short-term, temporary, rest and recuperation leave during the deployment.
7. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the qualifying family member's covered active duty status, and addressing issues arising from the death of a qualifying family member.
8. Providing parental care for a parent of a military member who is incapable of self-care and is the military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member when the member was under eighteen (18) years of age. "Incapable of self-care" means the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living (includes adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing

and eating) or instrumental activities of daily living (includes cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.). Parental care includes (1) arranging for alternate care when the parent is incapable of self-care and the covered active duty or call to covered active duty status necessitates a change in the existing care arrangement for the parent; (2) providing care on an urgent, immediate need basis (but not on a routine, regular or everyday basis) when the parent is incapable of self-care and the need to provide such care arises from covered active duty or call to covered active duty status; (3) admitting or transferring to a care facility a parent when admittance or transfer is necessitated by the covered active duty or call to covered active duty status; and (4) attending meetings with staff at a care facility, such as meetings with hospice or social service providers for a parent when such meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty status but not for regular or routine meetings.

9. Any other event that the employee and the Board agree is a qualifying exigency.

The term "qualifying family member" for purposes of Qualified Exigency Leave means a staff member's spouse, son, daughter or parent.

The term "covered active duty" or "call to covered active duty status" for purposes of Qualified Exigency Leave means duty for a member of the Regular Armed Forces during deployment of the member with the Armed Forces to a foreign country, and, in the case of a member of the Reserve components of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to Sections 688, 12301(a), 12302, 12304, 12305, 12406, or Chapter 15 of Title 10 of the United States Code or any other provision of law during a war or during a national emergency declared by the President or Congress as long as it is in support of a contingency operation.

The term "son or daughter" means the employee's biological, adopted, or foster child, stepchild, legal ward, or child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age. Similarly, the term "parent" means a biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter. (The term does not include parents "in-law.")

Employee Request for FMLA Leave

While eligible employees are not required to expressly request unpaid FMLA leave, it is requested that eligible employees who seek an unpaid FMLA leave for any of the approved reasons complete and submit to the Superintendent a written request for FMLA leave.

Employee Certifications

Eligible employees who apply for FMLA leave to care for an immediate family member must submit DOL Form (WH-380-F; "Certification of Health Care Provider for Family Member's Serious Health Condition").

Eligible employees who apply for FMLA leave for the employee's own serious health condition must submit DOL Form (WH-380-E; "Certification of Health Care Provider for Employee's Serious Health Condition").

Eligible employees who apply for Military Caregiver Leave must submit DOL Form -WH-385; "Certification for Serious Injury or Illness of Covered Service Member – for Military Family Leave" or WH-385-V, "Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave". The form may be completed by a Department of Defense (DOD) health care provider, Veterans Affairs health care provider, a DOD TRICARE network authorized private health care provider, or a DOD non-network TRICARE authorized private health care provider, or any health care provider as defined by 29 C.F.R. 825.125.

Additionally, with respect to Military Caregiver Leave, the Corporation will accept the submission of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA), in lieu of the DOL Form, for the time period specified in the ITO or ITA. The ITO or ITA submitted by the employee need not list the employee as the named recipient of the ITO/ITA, provided the employee is the spouse, parent, son, daughter or next of kin of the covered service member. If the covered service member's need for care extends beyond the expiration date specified in the ITO or ITA, the employee is responsible for submitting the DOL Form for the remainder of the employee's leave period. The Corporation will also accept, with respect to Military Caregiver Leave, documentation indicating the service member's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers, regardless of whether the employee is the named caregiver in the documentation. Employees are advised that the Superintendent may seek authentication and clarification of such documentation, and may require an employee to provide confirmation of covered family relationship to the seriously injured or ill service member and documentation showing that the discharge was other than dishonorable and the date of the veteran's discharge.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the Board to support the employee's FMLA request.

In all instances in which certification is requested, it is the employee's responsibility to provide the Board with complete and sufficient certification, and failure to do so may result in denial of FMLA leave.

Eligible employees who apply for any of the three (3) preceding types of FMLA leave must also execute and provide to his/her health care provider a HIPAA-compliant release form.

If the Superintendent deems a medical certification to be incomplete or insufficient, the Superintendent shall notify the employee, in writing, what information is lacking, and the employee will have seven (7) calendar days to cure the deficiency. The Superintendent (i.e., the Board's health care provider, human resource professional, leave administrator, or other management official, but not the employee's direct supervisor) may contact the certifying health care provider for clarification concerning or to authenticate the content of a medical certification. The representative, however, shall not ask the health care provider for additional information beyond that required by the certification form.

Employees who take leave for the employee's own serious health condition, prior to returning to work, must submit to the Superintendent a "Fitness-for-Duty Certification". Again, the employee will need to have executed and provided to his/her Health Care Provider a HIPAA-compliant form.

Eligible employees who apply for FMLA leave for Qualifying Exigency Leave must submit DOL Form WH-384; "Certification of Qualifying Exigency for Military Family Leave". Specifically, the first time the employee requests Qualifying Exigency Leave, the employee must provide a copy of the qualifying family member's covered active duty orders or other documentation issued by the military that indicates that the qualifying family member is on covered active duty or call to covered active duty status, and the dates of the qualifying family member's covered active duty service. Additionally, each time that the employee requests leave for one of the above-listed qualifying exigencies, the employee must certify the exigency necessitating leave. Such certification supporting leave for a qualifying exigency includes:

- appropriate facts supporting the need for leave, including any available written documentation supporting the request- and the type of qualifying exigency;
- the appropriate date on which the qualifying exigency commenced or will commence, and, if requested for a single continuous period of time, the beginning and end dates for such absence;
- where leave will be needed on an intermittent basis, an estimate of the frequency and duration of the qualifying exigency; and
- appropriate contact information if the exigency involves meeting with a third party and a brief description of the purpose of the meeting; and if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders or other documentation issued by the military that indicates the military member has been granted Rest and Recuperation leave and the dates of such leave.

Employees are advised that if the qualifying exigency involves a meeting with a third party, the Superintendent may verify the schedule and purpose of the meeting with the third party. Also, the Superintendent may contact the appropriate unit of the Department of Defense to confirm that the qualifying family member is on covered active duty or call to covered active duty status.

All of the certifications identified above must be submitted by the employee within fifteen (15) calendar days after the Corporation provides the employee with the applicable DOL Form unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. An employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good faith efforts to obtain such documents.

Light Duty

Time spent performing "light duty" work does not count against an employee's FMLA leave entitlement.

Corporation Notices to Employee (Forms are available on the U.S. Department of Labor Website: www.dol.gov)

If the information included in the Employees' Rights and Responsibilities Notice changes, the Superintendent will inform the employee of such changes within five (5) business days of receipt of the employee's first notice of the need for FMLA leave subsequent to any change. The Business Manager is charged with responsively answering questions from employees concerning their rights and responsibilities.

If it is not possible to provide the number of hours, days or weeks that will be counted as FMLA leave (e.g., where the leave will be unscheduled), the Superintendent will provide this information upon request by the employee, but no more often than every thirty (30) days and only if leave was taken during the period. The notice of the amount of leave counted against the employee's FMLA entitlement may be oral or in writing. If such notice is oral, it shall be confirmed in writing, no later than the following payday that is at least one (1) week after the oral notice. Such notice may be in any form, including a notation on the employee's pay stub.

FMLA Leave and Mandatory Overtime

Employees with proper medical certification may use FMLA leave in lieu of working required overtime hours. Thus, hours that an employee would have been required to work but for the taking of FMLA leave will be counted against the employee's FMLA entitlement.

Calculating the Amount of FMLA Leave Used by an Employee

For purposes of determining the amount of FMLA leave used by an employee, the fact that a holiday may occur within the work week taken as FMLA has no effect; the week is counted as a week of FMLA leave. If, however, the employee is using FMLA leave in increments of less than one (1) week, the holiday will not count against the employee's FMLA leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday. Similarly, when an employee is not scheduled to work during winter, spring or summer vacation (i.e., during a period when some or all employees are not expected to work for one (1) or more weeks), the days the employee is not scheduled to work shall not count against the employee's FMLA leave entitlement.

When an employee takes FMLA leave on an intermittent or reduced schedule leave basis, the leave shall be accounted for by using an increment no greater than the shortest period of time that the Corporation uses to account for use of other forms of leave provided that it is not greater than one (1) hour and provided that the employee's FMLA leave entitlement is not reduced by more than the amount of leave actually taken.

Maintenance of Employee Benefits

The same group health plan benefits provided to an employee prior to taking FMLA leave shall be maintained during the FMLA leave (e.g., if family member coverage is provided to an employee, family member coverage shall be maintained during the FMLA leave). Similarly, benefit coverage during FMLA leave for medical care, surgical care, hospital care, dental care, eye care, mental health counseling, substance abuse treatment, etc., shall be maintained during leave if provided in the Corporation's group health plan, including a supplement to a group plan.

If an employee chooses not to retain group health plan coverage during FMLA leave, the employee will be reinstated, upon return from leave, on the same terms as prior to taking the leave, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

Approved 5/28/09
Revised 5/13/10
Revised 2/23/15

3430.01A - FAMILY LEAVE AND INSTRUCTIONAL EMPLOYEES

The following provisions are paraphrases of appropriate portions of the Family and Medical Leave Act of 1993 (29 CFR 825.600), as amended ("Special Rules Concerning Employees of Local Educational Agencies").

(c) INTERMITTENT LEAVE OR LEAVE ON A REDUCED SCHEDULE FOR INSTRUCTIONAL EMPLOYEES

- (1) IN GENERAL - Subject to paragraph (2), in any case in which an eligible employee employed principally in an instructional capacity by the Board requests leave for reason (C), (D) or Military Caregiver Leave as outlined in Policy 3430.01 that is

foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the Superintendent may require that such employee elect either --

- (A) to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
 - (B) to transfer temporarily to an available alternative position offered by the Board for which the employee is qualified, and that--
 - (i) has equivalent pay and benefits; and
 - (ii) better accommodates recurring periods of leave than the regular employment position of the employee.
- (2) APPLICATION - The elections described in subparagraphs (A) and (B) of paragraph (1) shall apply only with respect to an eligible employee who complies with Policy 3430.01.

(d) RULES APPLICABLE TO PERIODS NEAR THE CONCLUSION OF AN ACADEMIC TERM

The following rules shall apply with respect to periods of leave near the conclusion of an academic term in the case of any eligible employee employed principally in an instructional capacity by the Board:

- (1) LEAVE MORE THAN FIVE (5) WEEKS PRIOR TO END OF TERM

If the eligible employee begins FMLA leave under Policy 3430.01 more than five (5) weeks prior to the end of the academic term, the Superintendent may require the employee to continue taking leave until the end of such term, if --

- (A) the leave is of at least three (3) weeks duration; and
- (B) the return to employment would occur during the three (3) week period before the end of such term.

(2) LEAVE LESS THAN FIVE (5) WEEKS PRIOR TO END OF TERM

If the eligible employee begins leave for reason (A), (B), (C) or Military Caregiver Leave as outlined in Policy 3430.01 during the period that commences five (5) weeks prior to the end of the academic term, the Superintendent may require the employee to continue taking leave until the end of such term, if --

(A) the leave is of greater than two (2) weeks duration; and

(B) the return to employment would occur during the two (2) week period before the end of such term.

(3) LEAVE LESS THAN THREE (3) WEEKS PRIOR TO END OF TERM

If the eligible employee begins leave for reason (A), (B), (C) or Military Caregiver Leave as outlined in Policy 3430.01 during the period that commences three (3) weeks prior to the end of the academic term and the duration of the leave is greater than five (5) working days, the Superintendent may require the employee to continue to take leave until the end of such term.

(e) RESTORATION TO EQUIVALENT EMPLOYMENT POSITION

For purposes of determinations related to the restoration of an eligible employee to an equivalent position, such determinations shall be made on the basis of established Board policies and practices, and collective bargaining agreements. The "established policies" and collective bargaining agreements used as a basis for restoration must be in writing, must be made known to the employee prior to the taking of FMLA leave, and must clearly explain the employee's restoration rights upon return from leave.

As used above, the term "instructional employees" refers to eligible employees whose principal function is to teach and instruct students in a class, a small group, or an individual setting. The term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. Finally, it does not include cafeteria workers, maintenance workers, bus drivers, or other primarily noninstructional employees.

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

If an eligible instructional employee is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

Revised 5/28/09

3430.01B - FMLA RECORDKEEPING REQUIREMENTS

The Business Manager is responsible for making, keeping, and preserving all relevant records pertaining to the School Board's obligations under the FMLA in accordance with the recordkeeping requirements of Section 11(c) of the Fair Labor Standards Act (FLSA) and in accordance with the final regulations applicable to the FMLA. Specifically, the Business Manager is charged with keeping/preserving the records identified below in accordance with the Corporation's Records Retention Schedule (see AG [8310A](#)), and under no circumstances shall said records be kept for less than three (3) years. The records shall be available for inspection, copying, and transcription by representatives of the Department of Labor upon request.

The Business Manager shall maintain records that disclose the following:

- A. Basic payroll and identifying employee data, including name, address, and occupation; rate or basis of pay and terms of compensation; daily and weekly hours worked per pay period; additions to or deductions from wages; and total compensation paid.
- B. Dates FMLA leave is taken by FMLA eligible employees (e.g., available from time records, requests for leave, etc., if so designated). Leave must be designated in records as FMLA leave; leave so designated may not include leave required under State law or a Board plan which is not also covered by FMLA.
- C. If FMLA leave is taken by eligible employees in increments of less than one (1) full day, the hours of the leave.
- D. Copies of employee notices of leave furnished to the Corporation under FMLA, if in writing, and copies of all written notices given to employees as required under the FMLA and its implementing regulations (see 29 C.F.R. Section 825.300(b) through (c)). Copies may be maintained in employee personnel files.
- E. Any documents (including written and electronic records) describing employee benefits or employer policies and practices regarding the taking of paid and unpaid leaves.
- F. Premium payments of employee benefits.
- G. Records of any dispute between the Corporation and an eligible employee regarding designation of leave as FMLA leave, including any written statement from the Superintendent or employee of the reasons for the designation and for the disagreement.

Records and documents relating to certifications, recertifications or medical histories of employees or employees' family members, created for purposes of FMLA, shall be maintained as confidential medical records in separate files/records from the usual personnel files. If the Genetic Information Nondiscrimination Act of 2008 (GINA) is applicable, records and documents created for purposes of FMLA leave containing family medical history or genetic information as defined by GINA shall be maintained in accordance with the confidentiality requirements of Title II of GINA (29 C.F.R. 1635.9), which allow for disclosure consistent with FMLA requirements. If the ADA, as amended, is also applicable, such records shall be maintained in conformance with ADA confidentiality requirements (see 29 C.F.R. 1630.14(c)(1)), except that:

- A. supervisors and managers may be informed regarding necessary restrictions on the work or duties of an employee and necessary accommodations;
- B. first aid and safety personnel may be informed (when appropriate) if the employee's physical or medical condition might require emergency treatment; and
- C. government officials investigating compliance with FMLA (or other pertinent laws) shall be provided relevant information upon request.

Approved 5/28/09
Revised 2/23/15

3440A - JOB-RELATED EXPENSES

Expenses which are incurred by professional staff members as a result of authorized travel will be reimbursed to the extent provided for in these guidelines. Reimbursement is intended to provide for transportation, lodging, and food of reasonable and adequate quality. When traveling on school business, a professional staff member is expected to use the same care in incurring expenses that a prudent person would exercise if traveling on personal business.

Authorization

- A. Travel within or outside the Corporation is to be authorized by the Superintendent.

- B. Travel to conventions or conferences away from the Corporation which involve overnight stay will be authorized by the Superintendent. All such requests must be received in the Central Office at least seven (7) days prior to the date a decision is needed. Forms are available in each school office.

Procedure

- A. Each request for travel or conference funds should detail the reasons for the expenditures and should not be labeled in broad general terms. (See [Form 3242 F1](#))
- B. Under normal conditions, officers and professional staff members traveling on official business shall provide themselves with sufficient funds of their own for ordinary expenses.
- C. Travel should be by the most direct and economical route.
- D. All persons authorized to travel on official business should keep a memorandum and receipts of expenditures properly chargeable to the Board. Professional staff members might find it advantageous to charge as many expenditures as possible on credit cards. The itemized statement may serve as a receipt, with reimbursement available to pay the charges.
- E. In all instances of travel reimbursement, full itemization of expenditures is required.
- F. Those doing such traveling should be expected to exercise the same care in incurring expenses that they would in travel on personal business of their own. Excessive and unnecessary travel will not be approved or reimbursed.

Reimbursement

- A. Reimbursement will be at the current rates approved by the Board and negotiated agreement. Requests for reimbursement will be submitted on the approved form provided for that purpose.
- B. Travel outside the School Corporation will be reimbursed at the regular fare rate charged the general public by common carrier, unless travel by private conveyance is more economical, in which case mileage will be reimbursed at the IRS rate. Taxi fare from home and conference destination to terminal and return is allowable with receipt.
- C. Lodging and meals will be reimbursed at a reasonable per diem rate. All claims must be supported by original receipted bills.
- D. Reimbursement for reasonable charges for tolls, lodging, parking, taxis, official telephone calls, and tips will be made upon presentation of supporting receipts.
- E. Registration fees are reimbursable.
- F. Sales tax on hotel bills is reimbursable.

Claim Forms

All claims for reimbursement will be submitted on travel voucher forms or on standardized voucher forms available in the principal's office. Wherever possible, expenditures must be substantiated by receipted bills.

Revised 1/05

3440B - USE OF PRIVATE CAR FOR SCHOOL BUSINESS

The Corporation has established the following means for providing reimbursement for the use of privately-owned vehicles used in the performance of assigned duties.

- A. All professional staff will be assigned to a school or office which becomes the home station. It will be the responsibility of each individual to provide his/her own transportation from his/her residence to his/her assigned station and to any other assigned spot to attend meetings for administrative or training purposes.
- B. Regularly scheduled travel will be authorized when requisitioned in compliance with a printed schedule; e.g.: special professional staff members are required to go from school to school on a regular schedule.

- C. Sporadic or emergency travel will be authorized when made in connection with an assignment.
- D. Payments for authorized travel will be made provided itemized records are submitted on the proper forms. Persons who travel are advised to keep a daily log of their required business trips.

Revised 1/05

3440C - USE OF SCHOOL VEHICLE FOR SCHOOL BUSINESS

The following are guidelines for the use of the Wa-Nee owned vehicles.

The first priority is for Wa-Nee Community School Corporation sponsored activities that involve Wa-Nee students. When a vehicle is not needed for student activities it will be available for the school business needs of the staff. School vehicles may not be used for personal use.

- A. All scheduling will be done through the Director of Transportation.
- B. Student activities use will be based on the following criteria:

1. size of group - smaller size has priority
 2. distance of event - greater distance has priority
 3. total student transportation needs of that day
- C. Staff use will be based on the following criteria:
1. available when student needs have been met
 2. available for school business
 3. staff may have to defer to a student group if a need arises
- D. Corporation vehicles cannot be used to transport students or adults for activities that are not school sponsored activities.

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