ARTICLE 1 ADMINISTRATION

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1100 - CORPORATION ORGANIZATION

The School Board recognizes that the grouping of grades and services within the facilities of the Corporation can assist the efficient operation of the Corporation and help achieve a more effective instructional program.

The Superintendent shall continually monitor the effectiveness of the Corporation organizational plan and recommend to the Board such modifications in the plan which are in the best interests of the students, make wisest use of Corporation resources, and serve the educational goals of the Board.

Modifications in the organizational plan of the schools may be made by the Board upon the recommendation of the Superintendent.

The Superintendent shall be the chief executive officer of the School Corporation. The Superintendent shall define and recommend those administrative positions required to implement the educational system and program of learning established by the Board. In each case, the Board will approve the broad purpose and function of the position in harmony with State law and administrative guidelines.

Responsibility shall flow clearly from the Superintendent through the administrative staff to the operational personnel.

No employee should be responsible to more than one (1) supervisor.

It shall be the responsibility of the Superintendent to determine the need for and define operational requirements sufficient to ensure the smooth functioning of the Corporation. Maintenance of an efficient, skilled operational staff is essential to the effective performance of the system.

It is the Board's intent to maintain an operational and technical staff with a high level of competence.

On occasion, the Superintendent may find it necessary to recommend to the Board the employment of specialists or consultants to maintain or support programs implemented by the Corporation in areas requiring specialized knowledge. These positions will be considered by the Board on the merits of their potential contribution to the School Corporation and the specific conditions of the stated contract or agreement.

1110 - ASSESSMENT OF CORPORATION GOALS

One of the major functions of the Board of School Trustees is to work with the administration to establish the goals by which the Corporation can accomplish its mission and to provide the resources necessary for their accomplishment. Because of the importance the Board places on accomplishing goals, it has established the following policy for effective assessment of the Corporation's progress toward their realization.

In conjunction with its annual evaluation of the Superintendent, the Board shall also provide the time for both the Board and the administration to assess the progress of the Corporation, during the previous year, toward the achievement of current goals. Both the Superintendent's evaluation and the progress-assessment of goals shall take place at a time of the year when the following conditions are most favorable to assure this policy operates as intended.

A. On an annual basis, adequate and reliable data on results-to-date of each Corporation goal is available (AG **1110**) so assessment and evaluation can focus on how well the Corporation is accomplishing its goals.
B. The Board uses this assessment/evaluation time period to assess the effectiveness of the Board, as a whole, as well as each Board member (Form 0134 F1).
C. Summaries and synthesized data, compiled from the evaluation of the Superintendent, the Board's self-assessment, and the evaluation data on programs and staff, are available to serve as reference information when determining the reasons for progress and/or lack of progress toward accomplishment of Corporation goals.

This annual process of assessing/evaluating the Board, the Superintendent, staff, programs, and resources shall not be considered finished until:

A. Corporation goals and the strategies and actions being used to accomplish them have been reviewed and reprioritized;
B. the Board develops and implements a plan to improve its own performance as the body charged with the responsibility for the governing of the Corporation.

1113 - SCHOOL DIRECTORY

The School Board authorizes the Superintendent to prepare a school directory annually, which may contain the names, assignments, addresses, e-mail addresses, and telephone numbers of all professional and support staff as well as the Board and Superintendent.

Directories may be distributed electronically to all Corporation personnel, but shall not be available to individuals and/or firms for commercial or private gain unless, in the judgment of the Superintendent, such distribution will be of a direct educational benefit to the staff or students.

Revised 3/02

1130 - CONFLICT OF INTEREST

A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by School Corporation employees, officers, and agents is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the Corporation.

To accomplish this, the School Board has adopted the following guidelines which apply to all Corporation employees, officers, and agents, including Trustees, to assure that conflicts of interest do not occur. These guidelines are not intended to be all inclusive; nor are they intended to substitute for good judgment.

An employee, officer, or agent of the Corporation making a recommendation to the Board on a matter to be considered by the Board shall not accept a gift or gratuity from a person or entity having a substantial personal or pecuniary interest in the Board's decision on the matter in accordance with the restrictions and provisions of I.C. 35-44.1-1-4.

1. No employee, officer (that is, any member of the Board), or agent shall engage in or have a financial or other interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his/her Corporation responsibilities.

2. Employees, officers (that is, any member of the Board), and agents shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment or professional relationship with the Corporation.

Included, by way of illustration rather than limitation are the following:

a. the provision of any private lessons or services for a fee

b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or professional relationship with the Corporation through his/her access to Corporation records

c. the referral of any student or client for lessons or services to any private business or professional practitioner; if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals

d. the requirement of students or clients to purchase any private goods or services provided by an employee, officer (that is, any member of the Board), or agent or any business or professional practitioner with whom any employee, officer (that is, any member of the Board), or agent has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

3. Employees, officers (that is, any member of the Board), and agents shall not make use of materials, equipment, or facilities of the Corporation in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

4. Employees, officers (that is, any member of the Board), and agents shall not solicit gifts, travel packages, and other incentives from prospective contractors.

5. Employees, officers (that is, any member of the Board), and agents shall not participate in the selection, award and administration of any contract to an entity in which they have a pecuniary interest or from which they derive a profit or in which a dependent of the employee, officer (that is, any member of the Board), or agent has a pecuniary interest or from which the dependent derives a profit. "Dependent" includes the employee's spouse; unemancipated child, stepchild or adopted child under the age of eighteen (18); or individual for whom the employee, officer (that is, any member of the Board), or agent provides more than one-half (1/2) of the individual's support during a year.

A "pecuniary interest" means an interest in a contract or purchase that will result or is intended to result in an ascertainable increase in the income or net worth of the employee, officer (that is, any member of the Board), or agent or the employee's, officer's (that is, any member of the Board), or agent's dependent who is under the direct or indirect administrative control of the employee, officer, or agent or who receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the employee, officer (that is, any member of the Board), or agent.

B. No conflict of interest will be deemed to be present if the Corporation employee's, officer's (that is, any member of the Board), or agent's interest in the contract or purchase and all other contracts and purchases made by the Corporation during the twelve (12) months before the date of the contract or purchase was $250 or less.

C. Should exceptions to this policy be necessary in order to provide mandatory services to students or clients of the Corporation, all such exceptions will be made known to the employee's supervisor, or to the School Board if there is no supervisor, and will be disclosed to the Superintendent **before** entering into any private relationship.

D. To the extent that the Corporation has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the Corporation may not conduct a procurement action involving the parent, affiliate or subsidiary organization if the Corporation is unable, or appears to be unable, to be impartial.

E. Employees, officers and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the Corporation. Upon discovery of any potential conflict of interest, the Corporation will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The Corporation also will disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

F. Employees, officers and agents found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination, as permitted by applicable Board policy.

I.C. 20-26-3-4
I.C. 20-26-5-4
I.C. 35-44.1-1-1, 35-44.1-1-2, 35-44.1-1-4, 35-44.1-1-5
2 C.F.R. 200.112, 200.113, 200.318
7 C.F.R. 3016.36(b)(3) and 3019.42

Revised 1/26/04
Revised 1/28/08
Revised 9/14/15
T.C. 10/20/15
Revised 10/24/16

1200 - ADMINISTRATOR ETHICS

The proper performance of school business and administration of an effective educational program requires the services of individuals of integrity, high ideals, and human understanding. To maintain and promote these essentials, the School Board expects all administrators to maintain high standards in their working relationships, provide professional leadership in the Corporation and community, and in the performance of their duties, to:

A. recognize basic dignities of all individuals with whom they interact in the performance of duties;

B. represent accurately their qualifications;

C. exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;

D. seek and apply the knowledge and skills appropriate to assigned responsibilities;

E. keep in confidence legally-confidential information;

F. ensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;

G. avoid accepting anything of value offered by another for the purpose of influencing judgment;

H. refrain from using his/her position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. (This will in no way limit constitutionally or legally protected rights as a citizen.)

In addition, the Board believes that each administrator should maintain standards of exemplary professional conduct and conform his/her behavior to the code of ethics set forth below as adopted from the American Association of School Administrators' *Statement of Ethics for School Administrators* by:

A. making the well-being of students the fundamental value of all decision making and actions;

B. fulfilling professional responsibilities with honesty and integrity;

C. supporting the principle of due process and protecting the civil and human rights of all individuals;

D. obeying local, State and national laws and not knowingly joining or supporting organizations that advocate, directly or indirectly, the overthrow of the government;

E. implementing the Board's policies and administrative rules and regulations;

F. pursuing appropriate measure to correct those laws, policies, and regulations that are not consistent with sound educational goals;

G. avoiding the use of his/her position for personal gain through political, social, religious, economic, or other influences;

H. accepting academic degrees or professional certification only from duly accredited institutions;

I. maintaining the standards and seeking to improve the effectiveness of the profession through research and continuing professional development;

J. honoring all contracts until fulfillment, release or dissolution mutually agreed upon by all parties to the contract.

Adopted 8/11/08

1210 - BOARD - SUPERINTENDENT RELATIONSHIP

The School Board believes that, in general, it is the primary duty of the Board to establish policies and that of the Superintendent to administer such policies. Policy should not be originated or changed without the recommendation of the Superintendent. The Superintendent should be given the latitude to determine the best method of implementing the policies of the Board.

The Superintendent, as the chief administrator of the School Corporation, is the primary professional advisor to the Board. S/He is responsible for the development, supervision, and operation of the school program and facilities. His/Her methods should be made known to the staff through the administrative guidelines of the Corporation.

The Board shall retain oversight supervision of such guidelines.

In order to expedite negotiation procedures, the Superintendent is appointed the chief representative of the School Board for the purpose of determining negotiation strategies and members of negotiation teams for collective bargaining with recognized unions and employee units.

The Board is responsible for determining the success of the Superintendent in meeting the goals established by the Board through annual evaluations of the Superintendent's performance. The Board, in formulating its position with regard to the performance of the Superintendent, shall rely, whenever possible, on the objective outcomes of its evaluations rather than on subjective opinions

1214 - STAFF GIFTS

The School Board discourages the presentation of gifts to administrators.

Upon the recommendation of the Superintendent, the Board shall consider, as appropriate, the presentation of token gifts to retiring members of the staff who have rendered service for a period of time.

Administrators shall not accept any form of compensation from vendors that might influence their recommendations on or raise a conflict of interest with respect to the eventual purchase of equipment, supplies, or services. See also Board Policy **1130** - Conflict of Interest. Furthermore, administrators shall not accept any compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from said vendor. In addition, administrators who recommend purchases shall not enter into a contractual arrangement with a vendor seeking to do business with the Corporation or a vendor with whom the Corporation is doing business, whereby an individual administrator receives compensation in any form for services rendered.

Such compensation includes, but is not limited to cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that an administrator receives such compensation, albeit unsolicited, from a vendor, the administrator shall notify the Superintendent, in writing, that s/he received such compensation and the compensation has been returned to the vendor.

A Corporation employee making a recommendation to the Board on a matter to be considered by the Board shall not accept a gift or gratuity from a person or entity having a substantial personal or pecuniary interest in the Board's decision on the matter in accordance with the restrictions and provisions of I.C. 35-44.1-1-4.

I.C. 35-44.1-1-1, 35-44.1-1-2, 35-44.1-1-4, 35-44.1-1-5
2 C.F.R. 200.318
7 C.F.R. 3016.36(b)(3) and 3019.42

Adopted 8/11/08
Revised 9/14/15

1220 - EMPLOYMENT OF THE SUPERINTENDENT

The School Board vests the primary responsibility for administration of the School Corporation in the Superintendent of Schools. The appointment of the Superintendent is, therefore, one of the most important functions the Board can perform.

Whenever the position of Superintendent of Schools becomes vacant, the Board will appoint a Superintendent and fix his/her salary and term of employment, which will be for a term of at least one (1) year and not more than three (3) years. However, a contract may be extended for not more than an additional five (5) years beyond the term of the original contract.

If the contract contains a provision that establishes an amount the Board must pay to the Superintendent to buy out the contract, the amount may not be more than an amount equal to the lesser of:

A. the Superintendent‘s salary for any one (1) year under the contract; or

B. $250,000.

A Superintendent’s salary under clause (A) does not include benefits or any other forms of compensation that the Superintendent receives as payment under the contract other than the Superintendent’s salary.

The Board will actively seek the best qualified and most capable candidate for the position of Superintendent.

Recruitment procedures will be prepared in advance of the search and will include:

A. preparation of a written job specification for the position of Superintendent;

B. preparation of written specifications of qualification in addition to proper State certification;

C. preparation of informative material describing this Corporation and its educational goals;

D. consideration of all applicants fairly without discrimination on the basis of race, gender, age, religion, ethnic background, disability, or other condition unrelated to the position of Superintendent.

No person may be employed as Superintendent of this Corporation unless s/he has signed an employment contract with the Board.

Before a contract for employment is entered into between the Board and the Superintendent, the Board shall hold a public meeting on the proposed contract to hear objections to and support for and discuss, the proposed contract.

The Board Secretary shall submit notice of the hearing on the proposed contract for publication in a newspaper serving the Corporation in compliance with I.C. 5-3-1 and for posting on the newspaper's Internet website in compliance with I.C. 5-3-1-1.5 at least once no less than ten (10) days before the date of the

hearing. The Board Secretary also shall direct that the published notice be posted on the Corporation's Internet website.

The notice shall:

A. state that on a given day, time, and place, the Board will meet to discuss and hear objections to and support for the proposed contract; and

B. set forth the details of the proposed contract, including the actual monetary value of the contract, benefits, and any additional forms of compensation for each year of the contract.

The name of the candidate for the position of Superintendent shall not be included in the notices or discussion of the proposed contract.

Such contract will be in the basic form of the regular teacher's contract if the Superintendent holds a license under I.C. 20-28-5 and will include:

A. the term for which employment is contracted, including beginning and ending dates;

B. the salary which the Superintendent will be paid and the intervals at which s/he will be paid;

C. the benefits to which s/he is entitled.

See also Policy 8311 - Public Access to Employee Contracts for further posting requirements following the approval of an employment contract with the Superintendent.

The Superintendent so appointed will devote himself/herself to the duties of his/her office.

Any candidate's intentional misstatement of fact material to his/her qualification for employment or the determination of his/her salary will be considered by this Board to constitute grounds for his/her dismissal.

The contract may be altered or rescinded for a new one at any time by mutual consent of the governing body and the superintendent. The consent of both parties must be in writing and must be expressed in a manner consistent with I.C. 20-28-8-6, -7, and -8. If the Superintendent holds a license under I.C. 20-28-5, the rights of a Superintendent as a teacher under any other law are not affected by the contract unless those rights conflict with the terms of I.C. 20-28-8-6(b), in which case the provisions of I.C. 20-28-8-6(b) govern.

I.C. 5-14-1.5-6.1(b)(5) and (9)
I.C. 20-28-8-6
I.C. 20-28-8-7
I.C. 20-28-8-8

Revised 2/24/03
Revised 12/11/06
Revised 10/27/14
T.C. 10/20/15
Revised 2/12/18

1230 - RESPONSIBILITIES OF THE SUPERINTENDENT

The Superintendent shall strive to achieve Corporation goals by providing educational direction and supervision to the professional staff and supervision to the support staff and by acting as a proper model for staff and students both in and outside the Corporation. In addition, the Superintendent shall exercise the authority delegated to him/her regarding policies and/or guidelines (Bylaw 0132.2).

Duties and Responsibilities

The Superintendent shall be directly responsible to the School Board for the performance of the following assigned duties and responsibilities:

A. keep the Board informed of school operation by preparing bi-monthly Board agendas, providing oral and written communication, scheduling management team committee meetings, and requesting special Board meetings that become necessary to keep the Board properly informed

B. ensure that all aspects of Corporation operation comply with State laws and rules/regulations as well as Board contracts and policies

C. establish and maintain a written educational plan required by law and consistent with the educational goals adopted by the Board

D. ensure proper implementation of the School Improvement Plan of each building

E. strive to increase the efficient use of Corporation resources in the daily operations of the schools

F. enforce the school attendance laws

G. assign staff to achieve the maximum benefit toward the attainment of educational goals

H. evaluate the progress of the professional and support staff toward the attainment of educational goals

I. analyze the results of instructional program development as it applies to the Board's educational goals

J. recommend changes in instructional or staffing patterns based on an analysis of staff and program progress

K. work cooperatively with parents and community groups concerned with programs in the schools

L. develop personal capabilities in personnel strategies and facility management

M. work cooperatively with the Board and administrative staff

N. strive toward the highest standards of personal conduct

O. perform such other duties as the Board may direct

Revised 3/02
T.C. 10/20/15

1230.01 - DEVELOPMENT OF ADMINISTRATIVE GUIDELINES

The School Board delegates to the Superintendent the function of designing and implementing the guidelines, required actions, and detailed arrangements under which the Corporation will operate. These administrative guidelines shall not be inconsistent with the policies adopted by the Board.

The Board itself will formulate and adopt administrative guidelines and rules only when required by law, and when the Superintendent recommends Board adoption.

The Superintendent may also issue such administrative and student handbooks as s/he may consider necessary for the effective administration of the schools and distribute them to employees and students and/or their parents.

As long as the provisions of these administrative guidelines and handbooks are not inconsistent with Board policies, or with Federal/State law, they will be considered to be an extension of the policy manual and binding upon all employees and students.

A copy of the Corporation's administrative guidelines manual and a copy of each handbook shall be made a part of the Board's reference materials maintained in the Administration Office.

The Superintendent shall maintain a current organizational chart to which immediate reference can be made by the Board or any employee of the Board.

I.C. 20-33-8

T.C. 10/20/15

1231 - OUTSIDE ACTIVITIES OF ADMINISTRATORS

Administrators should avoid situations in which their personal interests, activities, and associations conflict with the interests of the Corporation. If such situations threaten an administrator's effectiveness within the School System, the Superintendent and/or School Board shall evaluate the impact of such interest, activity, or association upon the administrator's responsibilities.

Administrators may not dedicate work time to an outside interest, activity, or association.

Administrators may not use school property or school time to solicit or accept customers for private enterprises.

Administrators may not engage in business transactions on behalf of private enterprises in which s/he may profit by virtue of his/her official position or authority or benefit financially from confidential information that the employee has obtained or may obtain by reason of his/her position or authority.

Administrators may not campaign on school property during working hours on behalf of any political issue, or candidate for local, State, or National office. The constitutional right to express political and other opinions as citizens is reserved to all employees.

Administrators should refrain from expressions that disrupt the efficient operation of the school and/or interfere with the maintenance of discipline by school officials.

Services for Educational Foundations

A Corporation administrator may perform services for another 501(c)(3) entity under the same circumstances.

I.C. 35-44-2-4

Adopted 8/11/08

1240 - EVALUATION OF THE SUPERINTENDENT

The Board believes it is essential that it evaluate the Superintendent's performance periodically in order to assist both the Board and the Superintendent in the proper discharge of their responsibilities and to enable the Board to provide the Corporation with the best possible leadership.

The Board shall annually, no later than July 1, evaluate the performance of the Superintendent.

If the Superintendent is a certified employee pursuant to I.C. 20-29-2-4, the Superintendent's evaluation will be in accordance with Policy **1530** - Evaluation of Administrators.

As an outcome of the evaluation of the Superintendent's performance, the Board should be prepared to judge the advisability of retention of the Superintendent and be prepared better to:

A. determine the Superintendent's salary;
B. identify strengths and weaknesses in the operation of the Corporation and determine means by which weaknesses can be reduced and strengths are maintained;
C. establish specific objectives, the achievement of which will advance the Corporation toward its goals;
D. improve its own performance as the public body ultimately charged with the educational responsibility of this Corporation.

I.C. 20-28-6,7,8; 20-29-2-4

Revised 10/27/14

1241 - NON-REEMPLOYMENT OF THE SUPERINTENDENT

The Board has an obligation to employ professional leadership best trained and equipped to meet the educational needs of the children. It shall meet that obligation by retaining only a highly-qualified person as Superintendent for this Corporation.

If the services of the Superintendent are found to be unsatisfactory to the Board, the Superintendent shall be notified in writing by the President, as approved by the Board, that his/her contract will expire upon the expiration date set forth in the contract. Notification of its intent not to renew his/her services shall be delivered to the Superintendent in person or by registered mail not later than January 1st of the year in which the contract expires.

Further, the Superintendent's contract can terminate on any date that is mutually agreeable to the Board and the Superintendent.

I.C. 20-28-8-7

Revised 10/27/14

1260 - INCAPACITY OF THE SUPERINTENDENT

It is the legal duty of the School Board to appoint a temporary or acting Superintendent by a majority vote of the Board upon determination that the Superintendent is incapacitated in such a manner that s/he is unable to perform the duties of his/her office.

The Board shall fix the compensation of the temporary Superintendent who shall serve until the Superintendent's incapacity is removed or until the expiration of the Superintendent's contract whichever is sooner. S/He shall perform all of the duties and functions of the Superintendent, and may be removed at any time for cause by a majority vote of the Board.

The Board shall determine that the Superintendent is incapacitated:

A. at the request of the Superintendent, if the Superintendent is absent by reason of lengthy personal illness or injury or exposure to communicable disease which could be communicated to others;
B. upon certification of a physician selected and compensated by the Board.

Where the physician designated by the Board disagrees with the physician designated by the Superintendent, the two (2) physicians shall agree in good faith on a third impartial physician who shall examine the Superintendent in the area(s) of disagreement and whose medical opinion shall be conclusive and binding on the issue of medical capacity to perform assigned duties. The expenses of a third examination shall be borne by the Board.

If the Board determines that the Superintendent is unable to perform his/her duties, s/he may:

A. be placed on sick leave, with pay, not to exceed the amount of his/her accumulated but unused sick leave and any advancement of such sick leave which may be authorized by Board policy;
B. be placed on sick leave with such pay to which s/he may be entitled or which may be authorized by Board policy;
C. be placed on a leave of absence without pay.

The foregoing leave shall not extend beyond the term of the contract.

The Superintendent may, upon request to the Board and proper certification of recovery, be returned to active duty status, unless the Board denies the request.

1400 - JOB DESCRIPTIONS

The School Board authorizes the Superintendent to maintain job descriptions which shall be brief, factual, and, wherever possible, generically descriptive of similar jobs.

The job description for the Superintendent shall be defined as a policy of the Board.

All other job descriptions shall be defined as administrative guidelines of the Superintendent and each shall contain the following provision:

> "The employee shall remain free of any alcohol or nonprescribed controlled substance abuse in the workplace throughout his/her employment in the Corporation."

Employees will be evaluated, at least in part, against their job descriptions.

1411 REQUIRED REPORTS AND PROTECTION OF WHISTLEBLOWERS

The Board recognizes that its employees teach its students by example and serve as a role model for students. It therefore requires that they exemplify high standards of honesty and integrity and comply with Indiana and Federal law and Board policies and administrative guidelines in their words and actions. To implement these expectations, the Board requires its employees to report possible violations of these Board standards to their immediate supervisor.

An employee who is aware of words or acts of a Board member or employee that may violate Federal or Indiana law, Board policy, or administrative guidelines shall bring the words or actions to the attention of the employee's immediate supervisor. If the immediate supervisor does not respond within a reasonable time, or the immediate supervisor is the officer or employee whose words or actions are in question, the employee shall make the report required by this policy to the Superintendent. If the words or acts that violate this policy are the Superintendent's words or acts, the report shall be made to the Board President. An employee also may report suspected malfeasance, misfeasance or nonfeasance by a public officer to the State Board of Accounts.

Employees are subject to disciplinary action, up to and including termination, for knowingly or recklessly making a false report under this policy or failing to make a report required by this policy.

After a verbal report of a violation of this policy is made, the immediate supervisor will direct the reporting employee to put the report in writing. If a reporting employee requires assistance in making a written report, the immediate supervisor shall assist the reporting employee.

An employee making a report required by this policy shall be protected from discipline, retaliation, or reprisal for making a report required by this policy as long as the employee had a good faith belief in the truth and accuracy of the information reported at the time of the report. A report in compliance with this policy is not required if the employee confirms that another employee has reported the same words or actions.

I.C. 5-11-1-9.5
I.C. 36-1-8-8

Adopted 8/11/08
Revised 7/9/12
Revised 2/8/16

1422 Nondiscrimination and Equal Employment Opportunity

The Corporation shall not discriminate in its employment opportunities, programs or activities on the basis of a classification protected by federal or state law, including a person's race, color, national origin, sex, disability, age, religion, military status, ancestry or genetic information (collectively, "Protected Classes").

The Superintendent shall appoint and publicize the name of the Compliance Officer(s) who is/are responsible for coordinating the Corporation's efforts to comply with applicable Federal and State laws and regulations, including the Corporation's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. The Compliance Officer(s) also shall verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act is provided to staff members and the general public. Any sections of the Corporation's collectively bargained contracts dealing with hiring, promotion, and tenure should contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts.

Compliance Officer(s)

The following person(s) is/are designated as the Corporation's Compliance Officer(s) and, as such, shall handle inquiries regarding the nondiscrimination policies of the Corporation and address any complaint of discrimination:

Director of Curriculum & Instruction

1300 N. Main. Street

Nappanee, IN 46550

574 773-3131

574 773-5593

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are encouraged to promptly report incidents of unlawful discrimination and/or retaliation occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment to an administrator, supervisor, or other Corporation-level official so that the Board may address the conduct. Any administrator, supervisor, or other Corporation-level official who receives such a complaint shall file it with a Compliance Officer within two (2) business days.

Employees who believe they have been unlawfully discriminated/retaliated against in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment are entitled to utilize the complaint process set forth below. Initiating a complaint, whether

formally or informally, in the Corporation and/or a concurrent criminal complaint will not adversely affect the complaining individual's employment status or opportunity. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. The Compliance Officer(s) shall accept complaints of unlawful discrimination/retaliation directly from any member of the Corporation community or a visitor to the Corporation, and receive complaints that are initially filed with a school building administrator, supervisor or other Corporation-level official. Upon receipt of a complaint, either directly or through a school building administrator, supervisor or other Corporation-level official, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation), or designate a specific individual to conduct such a process.

The Compliance Officer will provide a copy of this policy to any person who files a complaint. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the Corporation community must report incidents of discrimination/retaliation that are reported to them to the Compliance Officer within two (2) business days of learning of the incident/conduct.

Any Corporation employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to the Compliance Officer within two (2) business days. Additionally, any Corporation employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Corporation employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the Compliance Officer or designee must contact the employee within two (2) business days to advise him/her of the Corporation's intent to investigate the wrongdoing.

Complaint Procedures

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated at the lowest possible administrative level and in a prompt and equitable manner.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of Federal and/or State law pertaining to discrimination in employment.

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 Equal Employment Opportunity Commission, or the Indiana Civil

Rights Commission, as well as a concurrent criminal complaint with the law enforcement agency having jurisdiction in the Corporation.

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop quickly inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee or unsuccessful applicant for employment who believes s/he has been unlawfully discriminated or retaliated against in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment. This informal procedure is not required as a precursor to the filing of a formal complaint or a concurrent criminal complaint.

The informal process is available only in those circumstances where the parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

Employees, or unsuccessful applicants for employment, who believe that they have been unlawfully discriminated/retaliated against in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a Corporation employee or any other adult member of the Corporation community against a student will be formally investigated, and a concurrent criminal complaint shall be filed.

As an initial course of action, if an individual feels that s/he is being unlawfully discriminated/retaliated against in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment and s/he is able and feels safe doing so, the individual should tell or otherwise inform the person who engaged in the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The complaining individual should address the alleged misconduct as soon after it occurs as possible. A/The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so.

An individual who is uncomfortable or unwilling to inform the person who allegedly engaged in the unlawful conduct of his/her concerns is not prohibited from otherwise filing an informal or a formal complaint and filing a concurrent criminal complaint if s/he desires to do so.

In addition, with regard to certain types of unlawful discrimination, such as sexual discrimination, the Compliance Officer may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully discriminated/retaliated against in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment may make an informal complaint, either orally or in writing: (1) to a building administrator; (2) directly to the Compliance Officer(s); and/or (3) to the Superintendent or other Corporation-level employee.

All informal complaints must be reported to the Compliance Officer(s) who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The Corporation's informal complaint procedure is designed to provide employees who believe they are being unlawfully discriminated/retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the individual about how to communicate his/her concerns to the person who allegedly engaged in the discriminatory/retaliatory behavior.

B. Distributing a copy of Policy 1422 Nondiscrimination as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works.

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint.

Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

The Compliance Officer will retain all materials that are generated as part of the informal complaint process in accordance with the Board's records retention policy. (See Policy 8310)

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, this formal complaint process shall be implemented.

An individual who believes that s/he has been subjected to unlawful discrimination/retaliation in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment (hereinafter referred to as the "Complainant"), may file a formal complaint, either orally or in writing, with an administrator, the Compliance Officer(s), Superintendent, or other Corporation-level official, as well as file a concurrent criminal complaint with the law enforcement agency having jurisdiction.

Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs.

If a Complainant informs an administrator, supervisor, Superintendent, or other Corporation-level official, either orally or in writing, about any complaint of discrimination/retaliation, that employee or unsuccessful applicant for employment must report such information to the Compliance Officer within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported complaint by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the person who allegedly engaged in the misconduct. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions s/he deems appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer, or a designee, will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the Compliance Officer, or a designee, will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 1422 - Nondiscrimination. The Respondent also must be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the Compliance Officer, or a designee, will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint.

The investigation will include:

A. interview(s) with the Complainant;

B. interview(s) with the Respondent;

C. interviews with any other witnesses who reasonably may be expected to have any information relevant to the allegations; and,

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer, or the designee, shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation. The recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used (*i.e.*, it is more likely than not that unlawful discrimination/retaliation occurred).

The Compliance Officer, or the designee, should consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must delineate the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a written decision as described above.

If the Superintendent determines the Complainant was subjected to unlawful discrimination/retaliation, s/he must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the specific situation.

A Complainant or Respondent who is dissatisfied with the decision of the Superintendent may appeal through a signed written request to the Board within five (5) business days of his/her receipt of the Superintendent's decision.

If the Superintendent is the Respondent, the appeal process will skip the review by the Superintendent and move directly to the Board. In such circumstances, the Compliance Officer, or the designee, shall prepare and deliver a written report to the Board that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation.

The Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of a written request to appeal. At this meeting, the parties have the right to present evidence, including testimony and/or exhibits, to the Board in support of their position. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful

discrimination/retaliation regardless of whether the employee or unsuccessful applicant for employment alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The Complainant and the Respondent may be represented, at his/her own cost, at any of the above-described meetings/hearings.

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, Equal Employment Opportunity Commission, Indiana Civil Rights Commission, or the filing of a concurrent criminal complaint. Use of the complaint procedures is not a prerequisite to the pursuit of other remedies. Furthermore, the complaint must be investigated even if a separate investigation is being conducted by another agency, including but not limited to the local police department.

Privacy/Confidentiality

The Corporation will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses to the extent possible, consistent with the Corporation's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed.

All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the Compliance Officer or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

Remedial Action, Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment by taking appropriate action reasonably calculated to stop and prevent further misconduct.

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant. Such remedial action may include, but is not limited to, counseling services, reinstatement of leave taken due to the discrimination, or other appropriate action.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s), if any.

When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s), if any.

All sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect. Prior sanctions imposed on the Respondent(s) for similar past conduct shall be considered in determining the appropriateness of the sanction(s) imposed for the present conduct.

The Board may appoint an individual, who may be an employee of the Corporation, to monitor the Respondent to ensure no further discrimination or retaliation occurs. Likewise, the Board may appoint an individual, who may be an employee of the Corporation other than the Respondent, to follow up with the Complainant to ensure that no further discrimination or retaliation has occurred and to take action to promptly address any reported occurrences.

Retention of Public Records, Student Records, and Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including but not limited to complaints, responses, witness statements, documentary evidence, audio, video and/or digital recordings, handwritten and contemporaneous notes, e-mails related to the investigation and allegations, printouts, letters, determinations, and summaries. The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, Policy 8330 and the Corporation's records retention schedule.

Retaliation

Retaliation against a person who (1) makes a report or files a complaint alleging unlawful discrimination occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment, or (2) participates as a witness in an investigation, is prohibited.

Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because s/he opposed any act or practice made unlawful by Federal or State nondiscrimination laws, made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Individuals found to have engaged in retaliation shall be subject to disciplinary action, up to and including termination of employment or expulsion from school.

Training

The Compliance Officers also will oversee the training of Corporation employees so that all employees understand their rights and responsibilities under Federal and State law and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the Compliance Officers will be posted throughout the 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.

I.C. 20-28-10-12
I.C. 20-28-10-13
I.C. 20-33-1-6
20 U.S.C. 1400 et seq., the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004)
20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972
29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
29 U.S.C. 794, Section 504 of the Rehabilitation Act of 1973, as amended
29 U.S.C. 6101, The Age Discrimination in Employment Act of 1975
42 U.S.C. 1983
42 U.S.C. 2000d et seq., Title VI of the Civil Rights Act of 1964
42 U.S.C. 2000e et seq., Title VII of the Civil Rights Act of 1964
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act of 2008
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
29 C.F.R. Part 1635

Adopted 5/28/13
Revised 2/8/16
Revised 6/25/18

1422.02 - NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE

The Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify applicants or employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of the person as an employee, based on genetic information. Harassment of a person because of genetic information is also prohibited. Likewise, retaliation against a person for identifying, objecting to, or filing a complaint concerning a violation of this policy is prohibited.

In accordance with Title II of the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. 2000ff, et seq. and 29 C.F.R. 1635 ("GINA"), the Board shall not request, require or purchase genetic information of employees, their family members or applicants for employment. Further, in compliance with GINA, applicants and employees are directed not to provide genetic information, including their individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be provided as part of the certification process for FMLA leave, or when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the Board's application for employment process. Employees and applicants for employment shall not be penalized for providing genetic information in good faith in response to a request from a Board employee or agent, unless that applicant or employee refuses to delete the information at the request of the employee or agent of the Board.

The Board recognizes that genetic information may be acquired through commercially and publicly available media including newspapers, books, magazines, periodicals, television shows or the Internet. The Board prohibits its employees and agents including commercial background investigation agents from searching these sources with the intent of finding or obtaining genetic information, or accessing sources from which they are likely to acquire genetic information. If genetic information about an employee or applicant is obtained in error, it shall immediately be redacted and not shared beyond the point of first receipt.

As used in this policy, "genetic information," means information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.

The term "genetic information" does not include information about the sex or age of the individual, the sex or age of family members, or information about the race or ethnicity of the individual or family member that is not derived from a genetic test.

As used in this policy, "genetic test" means an analysis of human DNA, RNA, chromosomes, proteins, or metabolites that detect genotypes, mutations, or chromosomal changes. The term includes any test of a person's DNA/RNA.

If the Board's employees or agents legally and/or inadvertently receive genetic information about an employee or applicant, it shall be treated as a confidential medical record in accordance with law.

The Superintendent shall appoint a GINA Compliance Officer who shall be responsible for overseeing the Board's compliance with this policy and GINA and proposing revisions and additions to this policy as necessary to insure the Board's compliance with GINA. This person shall be responsible for working with the Board's legal counsel to fully implement the requirements of GINA in all activities of the School District. The GINA Compliance Officer shall also verify that proper notice of nondiscrimination for Title II of GINA is provided to staff members, and that all requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The written warning shall contain the information in the following sample notice:

> Genetic Information Nondiscrimination Act of 2008 (GINA) Disclosure Requirement
>
> The Genetic Information Nondiscrimination Act of 2008 or "GINA" prohibits employers and other entities covered by the law, including the Board of the Wa-Nee Community Schools, from requesting or requiring genetic information about an employee or applicant or family member of an employee or applicant, except as specifically allowed by law. To comply with GINA, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. Questions concerning compliance with the requirements of GINA may be directed to the GINA Compliance Officer at 574-773-3131.

42 U.S.C. 2000ff et seq.,
Title II of the Genetic Information Nondiscrimination Act of 2008
29 C.F.R. Part 1635

Adopted 7/9/12

1430 - LEAVES OF ABSENCE

All professional staff members not otherwise covered by the terms of a currently-valid negotiated agreement of this Corporation shall be entitled to the same leave benefits provided in the master agreement.

All requests for unpaid leaves of absence by administrators shall be presented to the School Board for approval.

The Board shall grant a leave of absence in addition to a regular vacation period without loss of pay or time to any administrator who is a member of the Indiana National Guard, a reserve component of the U.S. forces, or a retired member of the naval, air, or ground forces of the United States and is on training duty for the State by order of the Governor or under the order of the reserve-component authority for consecutive or nonconsecutive periods not to exceed a total of fifteen (15) days in any calendar year. The administrator's vacation benefits, if any, will not be affected by this type of leave.

An administrator 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 is entitled to an unpaid leave of absence 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; or
C. during the thirty (30) days after the active duty orders are terminated.

The administrator 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.

The administrator 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 administrator 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 administrator'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.

After an administrator takes a leave of absence, the administrator shall be restored to:

A. the position the administrator held before the leave, or
B. a position equivalent to the position that the administrator held before the leave with equivalent benefits and terms of the negotiated agreement.

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

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

Any administrator granted a leave of absence by the Board shall be considered to have terminated all work with the School Corporation until the completion of the leave. Exceptions may be made by the Superintendent in cases where the best interest of the Corporation might be served.

I.C. 10-16-7-1 et seq., 10-17-4, 20-20-4-1, 22-2-13
38 U.S.C. 4301 et seq. (Uniformed Services Employment and Reemployment Rights Act)

Adopted 1/28/08
T.C. 10/20/15

1460 - FITNESS FOR DUTY EXAMINATION

The Board reserves the right to require a current employee or applicant for employment (after a conditional offer of employment), to submit to a fitness for duty examination by a qualified healthcare provider to determine the employee or applicant's ability to meet the qualification standards and perform the essential functions of a position an application is being considered for or an employee is performing ("FFD exam"). A FFD examination shall be done in accordance with the Superintendent's guidelines and the examiner shall be provided with specific essential functions of the position in question.

Reports of all FFD examinations shall be delivered to the Superintendent or a named designee, who shall protect the confidentiality of the FFD exam report and its contents. In agreeing to perform the FFD exam, the healthcare provider and the examinee shall agree that no treatment relationship or privileged communication shall occur between the FFD examiner and the applicant or employee. The report of the examiner may be shared with the employee or candidate and made a part of a personnel record on the examinee maintained by the Board. However, the report shall be filed separately from an applicant/employee's other personnel documents so that the report and related documents are accessible only to the Superintendent and specific designees. Failure to protect the confidentiality of a FFD exam report and related documents shall be a basis for discipline of an employee permitting the disclosure.

In the event of a report of a condition that could adversely impact the examinee's performance of an essential function of the position occupied or applied for, the Superintendent shall base a recommendation to the Board on the examinee's employment on the assessment of the healthcare provider who conducted the FFD exam as to whether the examinee will be able to meet the qualification standards and perform or continue to perform the essential functions of the position in question.

Employees and applicants referred for a FFD exam will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act in order to allow the results of the healthcare provider's FFD exam to be released to the Board/Superintendent and to allow the Superintendent to speak to the health care provider who conducted the FFD examination if clarification is needed.

In compliance with the Genetic Information Nondiscrimination Act (GINA) and Board Policy 1422.02, a FFD examiner shall be advised not to seek, collect, or report genetic information, including the candidate's family medical history.

The cost of a FFD exam shall be paid for by the Board.

The report of the healthcare provider performing the FFD exam shall be the property of the Board and shall be exempt from disclosure pursuant to the Indiana Access to Public Records Act (I.C. 5-14-3). A FFD exam report and related documents will be maintained in a separate confidential personnel file in accordance with the Americans with Disabilities Act, as amended, and the Genetic Information Nondiscrimination Act (GINA).

29 C.F.R. Part 1630
29 C.F.R. Part 1635
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Adopted 7/9/12
T.C. 10/20/15

1461 - UNREQUESTED LEAVES OF ABSENCE

It is the policy of the School Board to protect students and employees from the professional staff members who are unable to perform essential job functions with or without accommodation.

The Board may place a professional staff member on unrequested leave of absence when the staff member is unable to perform assigned duties in conformance with statute and the negotiated, collectively-bargained agreement with or without accommodation.

If the Superintendent believes the staff member is unable to perform essential job functions, the professional staff member will be offered the opportunity for a meeting to discuss these issues.

If a professional staff member refuses to attend the meeting, the Board may order the professional staff member to submit to an appropriate examination by:

A. a physician designated and compensated by the Board;

B. a physician or institution of the professional staff member's choice.

Where the physician designated by the Board disagrees with the physician designated by the professional staff member, the two (2) physicians shall agree in good faith on a third impartial physician who shall examine the professional staff member and whose medical opinion shall be conclusive and binding on the issue of ability to perform assigned duties with or without accommodation. The expenses of a third examination shall be borne by the Board.

The professional staff member will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) in order to allow the report of the medical examination to be released to the Board/Superintendent and to allow the Superintendent or his/her designee to speak to the health care provider who conducted the medical examination in order to get clarification. Refusal to submit to an appropriate examination or to execute the HIPAA release will be grounds for disciplinary action, up to and including termination.

As required by Federal law and regulation and Board Policy 1422.02, the Superintendent shall direct the provider designated by the Board to conduct the examination not to collect genetic information or provide any genetic information, including the individual's family medical history, in the report of the medical examination.

Pursuant to State law and in accordance with the Americans with Disabilities Act, as amended (ADA) and the Genetic Information Nondiscrimination Act (GINA), the results of any such examination shall be treated as a confidential medical record and will be exempt from release, except as provided by law. If the Corporation inadvertently receives genetic information about an individual who is required to submit to an appropriate examination from the medical provider it shall be treated as a confidential medical record as required by the ADA.

If, as a result of such examination, the professional staff member is found to be unable to perform assigned duties with or without accommodation, the professional staff member may be placed on leave of absence for a reasonable time to heal or until the staff member is able to perform the essential job function, but only for a

period not to exceed one (1) year. A professional staff member placed on leave without a written request is entitled to a hearing on that action in accordance with I.C. 20-28-7-3, 4, 5.

Should a professional staff member refuse to submit to the examination requested by the Board and the professional staff member has exercised his/her rights under the provisions hereinabove set forth, such refusal shall subject the professional staff member to disciplinary action.

Americans with Disabilities Act of 1990, as amended
42 U.S.C. 12101 et seq.
29 C.F.R. Part 1630
I.C. 20-28-7-3, 4, 5, 20-28-10-4

Adopted 7/9/12
T.C. 10/20/15

1520 - EMPLOYMENT OF ADMINISTRATORS IN ADDITION TO THE SUPERINTENDENT

The Board recognizes that it is vital to the successful operation of the School Corporation that positions created by the Board be filled with highly qualified and competent administrators.

The Board shall approve the employment, fix the compensation and establish the term of employment for each administrator employed by the Corporation.

In addition to the Superintendent, individuals employed in the following positions shall be considered administrators:

A. Director of Curriculum
B. principal
C. assistant principal
D. Athletic Director

The contract entered into between the Board and an administrator shall be subject to the following conditions:

A. If the administrator is a certificated employee, the basic contract must be the Regular Teacher's Contract as prescribed by the State Superintendent.
B. The term of the initial contract for principals, assistant principals, and the director of special education must be for at least two (2) school years.
C. The basic contract may be altered, modified, or rescinded in favor of a new contract at any time by mutual consent of the Board and the administrator if the contract, when reduced to writing is consistent with Indiana law.
D. Administrators other than the Superintendent, Director of Curriculum, principal, assistant principal, and athletic director shall be employed by specific contract. The term of the initial contract must be for at least twelve (12) months.

In addition to the Superintendent, individuals employed in the following non-certificated positions shall also be considered administrators:

A. Business Manager
B. Director of Transportation
C. Director of Technology
D. Director of Food Services
E. Director of Facilities

Administrators who are employed in non-certificated positions shall be employed by specific contract. The term of the initial contract must be for at least twelve (12) months.

Only those candidates for employment recommended by the Superintendent will be employed by the Corporation.

When any recommended candidate has been rejected by the Board, the Superintendent shall make a substitute recommendation.

Relatives of Board members may be employed by the Board, provided the member of the Board involved does not participate in any way in the discussion or vote on the employment.

Should the Board choose to employ a spouse or dependent of an administrator, the administrator shall submit a Uniform Conflict of Interest Disclosure Statement using State Board of Accounts Form 54266 for acceptance by the Board. This disclosure shall be submitted for acceptance by the Board before the Board considers the approval of the employment of the spouse or dependent.

Relatives of administrators may be employed by the Board, provided the staff member being employed is not placed in a position in which s/he would be supervised directly by the relative staff member.

Any administrator's intentional misstatement of fact or omission material to qualifications for employment or the determination of salary shall be considered by this Board as a reason for contract cancellation.

The employment of administrators prior to approval by the Board is authorized when their employment is required to maintain continuity in the educational program. Employment shall be recommended to the Board at the next regular meeting.

Wherever possible, positions shall be filled by properly-licensed administrators.

No candidate for employment as an administrator shall receive recommendation for such employment without having proffered documentary evidence of his/her license or pending application for license from the Office of Educator Licensing and Development of the Indiana Department of Education. Such license must indicate all of the areas in which the candidate has been licensed. No deletions are acceptable.

The Board shall review a candidate's previous work experience in determining his/her salary.

Prior to employment, the candidate's eligibility to work shall be checked using E-Verify and the candidate shall execute the verification of eligibility to work under penalty of perjury as required by I.C. 12-32-1-6. The candidate's written verification of eligibility to be employed shall be retained in the employee's personnel file for no less than five (5) years.

In the contract with an administrator, the Board may provide compensation for services performed for a time, either before or after the school term, as considered necessary by the Board.

The Superintendent shall prepare administrative guidelines for the recruitment and selection of all administrators.

I.C. 12-32-1-6, 20-26-5-4(8), 20-28-6-2 thru -7, 20-28-8-1 thru -12, 35-44.1-1-4

Adopted 8/27/07
Revised 7/9/12

T.C. 10/20/15
Revised 5/8/17

1520.08 - EMPLOYMENT OF PERSONNEL FOR EXTRACURRICULAR ACTIVITIES

The School Board may find it necessary to employ members of the administration as coaches or activity sponsors.

The Board authorizes the Superintendent to recommend candidates for employment by the Board.

The Board requires that:

A. Prior to coaching football to students who are less than twenty (20) years of age, all head and assistant football coaches shall complete a certified coaching education course approved by the Indiana Department of Education not less than once during a two (2) year period that:

1. is sport specific;

2. contains player safety content, including content on:

a. concussion awareness;

b. equipment fitting;

c. head emergency preparedness; and

d. proper technique;

3. requires a coach to complete a test demonstrating comprehension of the content of the course; and

4. awards a certificate of completion to a coach who successfully completes the course.

If the coach receives notice from the School Corporation that new information has been added to the course before the end of the two (2)-year period, the coach must complete instruction and successfully complete a test concerning the new information.

B. After June 30, 2017, prior to coaching students in grades 5-12, all head and assistant coaches of interscholastic sports other than football, including cheerleading, shall complete a certified coaching education course approved by the Indiana Department of Education at least once during a two (2) year period that:

1. contains player safety content on concussion awareness;

2. requires a coach to complete a test demonstrating comprehension of the content of the course; and

3. awards a certificate of completion to a coach who successfully completes the course.

If the coach receives notice from the Corporation that new information has been added to the course before the end of the two (2) -year period, the coach must complete instruction and successfully complete a test concerning the new information.

C. A head or assistant coach of an intramural sport other than football who is coaching students in grades 5-12 may elect to complete the above-referenced certified coaching education course. If compliance with I.C. 20-34-7 is required by the coaching certification requirements for the intramural sport that the head or assistant coach is coaching, the coach shall complete the above-referenced certified coaching education course.

The Superintendent shall require that each person employed as a coach or athletic activity sponsor is qualified, has cleared a background check required by State law and Policy 1521 or Policy 8120, and has received the training required by State law and this policy.

I.C. 20-34-7
I.C. 20-34-8

Adopted 5/8/17

1521 PERSONAL BACKGROUND CHECKS, REFERENCES, AND MANDATORY REPORTING OF CONVICTIONS AND SUBSTANTIATED CHILD ABUSE

To protect students and staff members, the Board requires an inquiry into the personal background of each applicant the Superintendent recommends for employment on the School Corporation's administrative staff.

The Superintendent shall establish the necessary procedures for obtaining personal background information on each applicant recommended for employment as an administrator which shall include the following:

A. an expanded criminal history check as defined by I.C. 20-26-2-1.5

B. an expanded child protection index check as defined by I.C. 20-26-2-1.3

C. a search of the national sex offender registry maintained by the United States Department of Justice

D. beginning July 1, 2017, a search of the State child abuse registry

E. telephone inquiry with former employer(s)

F. explanations of any employment gaps to ensure the candidate has not omitted an employer where an offense occurred

G. 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

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

The Board requires that an expanded child protection index check be conducted for each applicant for employment who is likely to have direct, ongoing contact with children within the scope of his/her employment before or not later than sixty (60) days after the start of the applicant's employment by the Corporation. An expanded child protection index check shall include inquiries to each state in which information necessary to complete the expanded child protection index check is available.

The Board requires that all references and, if applicable, the most recent employer provided by an applicant be contacted before the Corporation may hire the applicant.

The Board shall deny employment to a person who has been convicted of an offense requiring license revocation per I.C. 20-28-5-8(c), unless the conviction has been reversed, vacated, or set aside on appeal.

The Board may deny employment to an applicant who is the subject of a substantiated report of abuse or neglect.

Each applicant shall certify under penalty of perjury his/her eligibility to be employed by the Board as a United States citizen or a qualified alien.

The procedures shall provide that information and records obtained from pre-employment inquiries under this policy are confidential and shall not be released except as necessary to implement this policy, defend a decision made pursuant to this policy or comply with I.C, 20-26-5-11.5 when responding to a request for an employment reference from another school for a current or former employee.

Any costs associated with obtaining the expanded criminal history check and the expanded child protection index check are to be borne by the applicant.

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

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.

The Corporation may obtain an expanded criminal history check or an expanded child protection index check at any time if the Corporation has reason to believe that the applicant or employee:

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.

During the course of his/her employment with the Corporation, each administrator shall be required to report:

A. the arrest or the filing of criminal charges against the employee;

B. conviction of the employee for a crime; and

C. substantiated report of child abuse or neglect of which the employee is the subject

to the Superintendent within two (2) business days of the occurrence. The Superintendent shall obtain a review of each reported conviction or substantiated report of child 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 administrator who was convicted or the subject of a substantiated report of child abuse or neglect.

I.C. 5-2-22
I.C. 10-13-3
I.C. 20-26-2-1.3
I.C. 20-26-2-1.5
I.C. 20-26-5-10, -10.5, -11 and -11.5
I.C. 20-28-5-8

Adopted 8/27/07
Revised 3/8/10
Revised 7/9/12
T.C. 10/20/15
Revised 2/8/16
Revised 5/8/17
Revised 2/12/18

1530 - EVALUATION OF ADMINISTRATORS

Policy 3220 provides for annual performance evaluations as required by I.C. 20-28-11.5-4 for each "certificated employee" as defined in I.C. 20-29-2-4. This definition of "certificated employee" is a person whose contract with the Board requires that the person hold a license or permit from the Office of Educator Licensing & Development of the Indiana Department of Education under I.C. 20-28.

Because the Board's administrative staff is covered by the definition of "certificated employee", the evaluation plan developed pursuant to Policy 3220 shall include the evaluation of administrators. The evaluation plan for administrators may be combined with or separate from the plan for the evaluation of "school employees" as defined in I.C. 20-29-2-13 and may be amended as necessary to accomplish its purpose.

I.C. 20-28-11.5-4, 20-29-2-4, 20-29-2-13
I.C. 20-28-11-1 et seq.
511 IAC 10-6

Adopted 8/27/07
Revised 7/9/12

1537 - MILITARY SERVICE

The School Board recognizes that military service by administrative staff members is a service benefiting the entire school community and the Board is committed to supporting this service by providing military leave to eligible administrative staff members. The Board reserves the right to establish conditions for leaves of absence for military service and reemployment in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) as amended and Indiana law.

As used in this policy, "military service" means the performance of duty on a voluntary or involuntary basis in a uniformed service of the United States, including:

A. Federal active duty including Reserve and Guard members who have been called up;
B. Federal active duty for training;
C. Initial federal active duty for training;
D. Inactive duty drills and annual training;
E. State active duty for the Indiana National Guard;
F. Absence from work for an examination to determine a person's fitness for federal or State duty; and
G. Funeral honors duty.

An administrative staff member on leave for military service shall receive compensation in accordance with applicable law during the period of leave and shall continue to accrue seniority subject to any applicable collectively bargained agreement during the period of leave for military service. Administrative staff members on leave for military service are entitled to continued health insurance coverage as if they were not on leave during absences for drills and absences for annual training. During leave for drills and annual training of not more than fifteen (15) consecutive or non-consecutive days per calendar year the administrative staff member shall be entitled to continue to receive their pay from the School Corporation and retain their military pay.

For other absences for military service, an administrative staff member may elect to continue health insurance coverage for the administrative staff member and dependents under to the following conditions. For periods of up to thirty (30) days of military training or service, the administrative staff member shall be required to pay only the normal administrative staff member's share of the premium for this continued coverage. For longer periods of military service, the administrative staff member shall have the option to continue health insurance coverage by paying 102% of the full employer and employee premium. If the administrative staff member elects to take this coverage, the right to that coverage ends on the earlier of the day after the deadline for the administrative staff member to apply for reemployment or twenty-four (24) months after the absence for military leave began. An administrative staff member on leave for military service is entitled to all additional rights provided to administrative staff members for non-military leaves of absence.

An administrative staff member's right to re-employment under USERRA is subject to a cumulative five (5) year total for all federal active duty except where the administrative staff member's military obligation is involuntarily extended. Annual training and drills for reserve component and National Guard members are not included in computing the service for purposes of the five (5) year cap.

Where an administrative staff member has options as to when to take military leave, the administrative staff member shall make every effort to schedule the leave to minimize the absence from their duties for the

School Corporation. Administrative staff members shall include a copy of any applicable military orders in their application for leave for military service. The administrative staff member shall submit notice of the need for this leave to the Superintendent or a designee as soon as the administrative staff member learns of the need for the leave unless giving advance notice is impossible, unreasonable, or precluded by military necessity as determined by the Department of Defense.

Credit for periods of leave for military service by administrative staff members for purposes of the Indiana State Teachers' Retirement Fund shall be governed by the statutes applicable to that retirement fund and the rules adopted by the Fund. See Ind. Code 5-10.4-4-8(b).

I.C. 10-16-7
I.C. 10-17-4
USERRA 38 U.S.C. 4301 et seq.

Adopted 3/9/09
Revised 10/14/13

1543 - NON-RENEWAL OF ADMINISTRATIVE CONTRACTS

Before March 1st of the year in which the contract of an assistant superintendent, a principal, or an assistant principal is due to expire and before February 1st of the year in which the contract of a local director of special education is due to expire, the Board or an employee or attorney acting at its direction, shall give written notice of renewal or refusal to renew the individual's contract for the following school year.

At least thirty (30) days before giving written notice of refusal to renew a contract, the Board or an employee or attorney acting at its direction, shall inform the administrator by written preliminary notice that:

A. the Board is considering a decision not to renew the contract; and

B. if the administrator files a request for a private conference not later than five (5) days after receiving the notice, the administrator is entitled to a private conference with the Superintendent.

If the administrator files a request with the Board for an additional private conference not later than five (5) days after the initial conference with the Superintendent, the administrator is entitled to an additional private conference with the Board before being given written notice of refusal to renew the contract.

The written preliminary notice must include the Board's reasons for considering a decision not to renew the contract.

I.C. 20-28-8-3
I.C. 20-28-8-4
I.C. 20-28-8-11
I.C. 20-28-8-12

Adopted 12/11/06
Revised 10/27/14
Revised 2/8/16

1613 - STUDENT SUPERVISION AND WELFARE

Administrators shall maintain a standard of care for the supervision, control, protection of students commensurate with their assigned duties and responsibilities and are expected to establish and maintain professional staff/student boundaries that are consistent with their legal, professional and ethical duty of care for students.

The Superintendent shall maintain and enforce the following standards:

A. Each administrator shall report to the Superintendent any knowledge of threats or violence by students.

B. An administrator shall not send students on any personal errands.

C. An administrator shall not associate or fraternize with students at any time in a manner that may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity that could be considered abusive or sexually suggestive or involve harmful substances such as illegal drugs, alcohol or tobacco. Any sexual or other inappropriate conduct with a student by any administrator will subject the offender to potential criminal prosecution and disciplinary action by the Board up to and including termination of employment.

D. If a student approaches an administrator to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationship, etc., the administrator may attempt to assist the student by facilitating contact with certified or licensed individuals in the Corporation or community who specialize in the assessment, diagnosis, and treatment of the student's stated problem. However, under no circumstances should an administrator attempt, unless properly licensed and authorized to do so, to counsel, assess, diagnose, or treat the student's problem or behavior, nor should such administrator inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law.

E. A student shall not be required to perform work or services that may be detrimental to his/her health.

F. Administrators shall only engage in electronic communication with students via email, texting, social media and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc., when such communication is directly related to curricular matters or co-curricular/extracurricular events or activities.

G. Administrators are prohibited from electronically transmitting any personally identifiable image of a student(s), including video, photographs, streaming video, etc. via email, text message, or through the use of social media and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc., unless such transmission has been made as part of a pre-approved curricular matter or co-curricular/extracurricular event or activity such as a school-sponsored publication or production in accordance with Policy 5722.

Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any administrator who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, alleged child abuse, and any other record information.

Pursuant to the laws of the State and Board Policy 8462, each professional staff member shall report to the proper legal authorities immediately, any sign of suspected child abuse or neglect.

I.C. 31-33-5

Adopted 7/9/12

1615 - USE OF TOBACCO BY ADMINISTRATORS

The Board recognizes that the use of tobacco presents a health hazard that can have serious consequences both for the user and the nonuser and is, therefore, of concern to the Board.

For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including a cigar, cigarette, pipe, snuff, or any other matter or substance that contains tobacco, as well as electronic, "vapor," or other substitute forms of cigarettes.

In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco by administrators at all times within any facility owned or leased or contracted for by the Board.

The Board also prohibits the use of tobacco anywhere on the campus of any facility owned or leased or contracted for by the Board, including, but not limited to, practice fields, playgrounds, football fields, baseball fields, softball fields, pool areas, soccer fields, tennis courts, and all open areas and will remain in effect at all times. Furthermore, the Board prohibits the use of tobacco in all vehicles owned or operated by the Board, including, but not limited to, school buses, special purpose buses, vans, trucks, and cars.

I.C. 16-41-37
20 U.S.C. 6081 et seq., 20 U.S.C. 7182

Adopted 7/9/12
Revised 10/27/14
T.C. 10/20/15

1617 - WEAPONS

The Board prohibits administrators from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the Corporation for the purpose of school activities approved and authorized by the Corporation including, but not limited to, property leased, owned, or contracted for by the Corporation, a school-sponsored event, or in a Corporation vehicle; provided, however, that an administrator is not prohibited from possessing a firearm or ammunition that is locked in the trunk of the administrator's vehicle, kept in the glove compartment of the administrator's locked vehicle, or stored out of plain sight in the administrator's locked vehicle.

Generally, the possession of a firearm in or on school property, in or on property that is being used by a school for a school function, or on a school bus is a felony (I.C. 35-47-9-2) and is prohibited by Board policy. However, State law permits a person who may legally possess a firearm to maintain that firearm if it is locked in the person's trunk, kept in the glove compartment of the person's locked vehicle, or stored out of plain sight in the person's locked vehicle. This exception does not apply to students unless it is a high school student who is a member of a shooting sports team and the principal has approved the student keeping a firearm concealed in the student's motor vehicle on days the student is competing or practicing as a member of a shooting sports team. This exception also does not apply to former students if the person is no longer enrolled in school due to a disciplinary action within the previous twenty-four (24) months.

The term "weapon" means any object which, in the manner in which it is used, intended to be used, or represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health or safety of persons. Weapons include, but are not limited to, firearms, tasers, handguns, stun guns, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, chemical weapons, metallic knuckles, martial arts weapons, ammunition, and destructive devices (bombs, incendiary, grenade, Molotov cocktail, rocket with a propellant charge of more than four (4) ounces, etc.). A "knife" is defined as "an instrument that: 1) consists of a sharp edge or sharp pointed blade capable of inflicting cutting, stabbing, or tearing wounds; and 2) is intended to be used as a weapon." I.C. 35-47-5-2.5(a)

The Superintendent will report an administrator who violates this policy to law enforcement officials. The administrator also will be subject to disciplinary action, up to and including termination, for violation of this policy.

This prohibition does not apply to weapons under the control of law enforcement personnel.

Exceptions to this policy include:

A. items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved; (Working firearms and ammunition shall never be approved.)
B. theatrical props used in appropriate settings;
C. starter pistols used in appropriate school related sporting events.

Staff members must report knowledge of dangerous weapons and/or threats of violence by students, staff members, or visitors to the principal. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

I.C. 20-33-9-1 et seq.
I.C. 34-28-7-2
I.C. 35-47-5-2.5
I.C. 35-47-9

Adopted 10/27/14

1619 - GROUP HEALTH PLANS

The School Board shall have discretion to establish and maintain group health plans for the benefit of eligible employees. Group health plans, as the term is used in this policy, may include, but would not be limited to, major medical, prescription drug, dental and/or vision plans. These group health plans may provide certain health benefits to employees and eligible dependents as permitted by law.

The Board has elected to provide major medical coverage that provides minimum value coverage under the Affordable Care Act for some or all of its eligible employees. The terms and conditions of the health coverage are set forth in the appropriate plan documents.

The Patient Protection and Affordable Care Act, 42 U.S.C. 18001 et seq.

Adopted 5/8/17

1619.01 - PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS

The School Board provides coverage to eligible employees under self-funded group health plans. The Board has established the following self-funded group health plans:

A. Medical Plan
B. Prescription Drug Plan

The Board acknowledges that these group health plans are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule. Certain health information maintained by these group health plans is afforded significant protection by this Federal law.

The Board hereby appoints the Business Manager to serve as the Privacy Official of the group health plans. The Privacy Official shall develop, propose to the Board, and implement after adoption policies and procedures for the group health plan(s) relating to the use and disclosure of Protected Health Information. The Privacy Official shall verify that the policies and procedures are current and comply with Federal law.

The Board also acknowledges that the HIPAA Security Rule requires the group health plans to implement various security measures with respect to electronic Protected Health Information. The Board hereby appoints the Deputy Treasurer to serve as the Security Official of the group health plans.

The Security Official is responsible for monitoring Federal law pertaining to HIPAA and recommending any revisions to the policies and procedures that are needed to comply with Federal law. The Security Official is responsible for conducting a risk analysis and developing, proposing to the Board, and implementing policies and procedures adopted by the Board for the group health plan(s) relating to the security of electronic Protected Health Information, if applicable. The Security Official is responsible for monitoring Federal law pertaining to HIPAA and recommending any revisions needed to comply with Federal law.

The Board further delegates authority to the Privacy Official and/or the Security Official to undertake such other actions as provided by the HIPAA administrative guidelines in effect from time to time. The Privacy Official and/or Security Official shall report his/her progress to the Board.

The Department of Health and Human Services (HHS) has the authority to impose civil monetary penalties upon Covered Entities. HHS has not historically imposed these penalties directly upon individuals.

Notwithstanding the foregoing, the Board agrees to indemnify and hold harmless the Privacy Official and Security Official in connection with the performance of their delegated duties for the group health plans, except to the extent that any liability imposed is the result of intentional misconduct or gross negligence, as defined by law.

The group health plans administrator(s) shall provide timely notifications of breaches of unsecured protected health information in accordance with the Health Information Technology for Economic and Clinical Health (HITECH) Act and accompanying regulations.

The Board reserves the right to revoke any or all appointments set forth in this policy at any time for any reason.

29 U.S.C. 1181 et seq.
42 U.S.C. 300gg
42 U.S.C. 300jj et seq.
42 U.S.C. 1320d et seq.
42 U.S.C. 17901 et seq.
45 C.F.R. 160.102(a), 164.308(a)(2), 164.530(a), 164.530(i)
45 C.F.R. 164.308
45 C.F.R. 164.530

Adopted 5/8/17

1619.03 - PATIENT PROTECTION AND AFFORDABLE CARE ACT

The School Board acknowledges that the Patient Protection and Affordable Care Act ("ACA") imposes certain obligations upon the School Corporation. Such obligations may include the following:

A. The Corporation shall notify new employees of health insurance options available through the Health Insurance Marketplace within fourteen (14) days of an employee's employment start date. Sample form notices are available from the U.S. Department of Labor at:

http://www.dol.gov/ebsa/healthreform/regulations/coverageoptionsnotice.html

B. Employees of the Corporation have the option to enroll in the Health Insurance Marketplace. If a full-time employee (as defined by the ACA) of the Corporation enrolls in the Health Insurance Marketplace and receives a subsidy, then the Corporation may be liable for a penalty.

In the event that the Corporation concludes that it is fiscally-wise to incur the potential penalty in lieu of providing affordable, minimum value coverage to all full-time employees, the Corporation shall incur the potential penalty.

29 U.S.C. 218B
26 U.S.C. 4980H

Adopted 5/8/17

1623 - SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT

The Board of School Trustees prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, 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.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

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 aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual 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 Corporation's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

Corporation Compliance Officer

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

Assistant Superintendent/Director of Curriculum
1300 North Main Street
(574) 773-3131
(574) 773-5593

The Corporation Compliance Officer(s) is responsible for coordinating the Corporation's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the Corporation Compliance Officer.

The Corporation Compliance Officer(s) will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA.

Training

The Corporation Compliance Officer(s) will also oversee the training of employees in the Corporation so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative guidelines and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the Corporation's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the Corporation will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the Corporation is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the Corporation's Compliance Officer(s) will be posted throughout the Corporation, and published in the Corporation's recruitment statements or general information publications.

29 C.F.R. Part 1630
29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended

34 C.F.R. Part 104
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

Adopted 7/9/12

1630.01 - FAMILY & MEDICAL LEAVES OF ABSENCE ("FMLA")

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

A-1. the birth of a child and/or the care of a newborn child within one (1) year of the child's birth;

B-1. the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival;

C-1. the staff member is needed to care for a spouse, son, daughter, or parent if such individual has a serious health condition; or

D-1. the staff member's own serious health condition prevents him/her from performing the functions of his/her position.

Employee Entitlement to Service Member FMLA

Leave Entitlement

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

A-2. A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation (maximum fifteen (15) calendar days); 7) post-deployment activities; and 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

B-2. To care for a covered family member, including next of kin as provided in the statute, who has incurred an injury or illness or aggravation of a pre-existing illness or injury while in the line of duty while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans

of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of fifty percent (50%) or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers.

Duration of Service Member FMLA

A. When leave is due to a "qualifying exigency": An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable leave.

B. When leave is to care for an injured or ill service member: An eligible employee may take up to twenty-six (26) work weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. This is a one time benefit per service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

C. Service Member FMLA runs concurrent with other leave entitlements provided under Federal, State, and local law.

General Provisions

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

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

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

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

A. inpatient care, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

B. continuing treatment by a healthcare provider, including:

1. a period of incapacity of more than three (3) consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves either in-person treatment two (2) or more times by a healthcare provider within thirty (30) days of the first date of incapacity, absent extenuating circumstances beyond the employee's control, or in-person treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a healthcare provider;

   The first visit to the healthcare provider must occur within seven (7) days of the first date of incapacity.

2. any incapacity due to pregnancy or for prenatal care;

3. any period of incapacity or treatment for such incapacity due to a chronic serious health condition;

4. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;

5. any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

C. conditions for which cosmetic treatment are administered are not "serious health conditions" unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease,

etc., are conditions that do not meet this definition and do not qualify for FMLA leave.

Intermittent and Reduced Schedule Leave

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

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

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

A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

B. transfer temporarily to an available alternative position offered by the Superintendent for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

Staff Member Notice Requirement

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

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

Substitution of Paid Leave

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

The staff member may request to substitute any of his/her earned or accrued paid vacation, personal leave or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for either reason (C-1) or (D-1) on page one and B-2 on page two.

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

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

Corporation Notice Requirement

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

Limits

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

Certification

When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parents, or dependent child with a serious health condition (see C-1 and D-1 on page one), or Service Member Family Leave is taken, the staff member must provide medical certification from the healthcare provider of the eligible staff member, his/her immediate family member, or the next of kin of the individual. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed.

The staff member may either:

A. submit the medical certification to the Superintendent; or

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

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

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

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

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

The Board reserves the right to obtain, at its expense, the opinion of a second healthcare provider and, in the event of conflict, the opinion of a third healthcare provider whose decision shall be binding and final. The staff member may either:

A. submit the opinion of the second healthcare provider, and the opinion of the third healthcare provider if applicable, to the Superintendent; or

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

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

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

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

Return from Leave

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

Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent to minimize disruption to the students' program.

The staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

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

If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition that entitles the staff member to leave pursuant to reasons (C-1) or (D-1) above or Service Member Family Leave, or for circumstances beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.

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

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

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

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

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

29 U.S.C. 2601 et seq.
29 C.F.R. Part 825
P.L. 110-181, Sec. 585 – National Defense Authorization Act (January 28, 2008)
P.L. 111-84, Sec. 565 - National Defense Authorization Act (October 28, 2009)

Adopted 4/28/14
T.C. 10/20/15

1662 - ANTI-HARASSMENT

General Policy Statement

It is the policy of the Board to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment, occurring in the Corporation's employment opportunities, programs, and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs, and activities, affecting the Corporation environment (hereinafter referred to collectively as "unlawful harassment"). This commitment applies to all Corporation operations, employment opportunities, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment occurring in the Corporation's employment opportunities, programs, and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs, and activities, affecting the Corporation environment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct affects the Corporation environment.

The Board will vigorously enforce its prohibition against unlawful harassment (see definition above), which is based on race, color, national origin, sex (including transgender status, sexual orientation and/or gender identity), religion, disability, military status, ancestry, or genetic information that are classes protected by Federal and/or State civil rights laws (hereinafter referred to as "Protected Classes"), and encourages those within the Corporation community as well as third parties who feel aggrieved to seek assistance to rectify such problems occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment.

All Corporation employees, including administrators, professional staff and support staff, shall report any incident of alleged unlawful harassment (see definition above) occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment that the employee observes or which is reported to the employee.

The Board will investigate all allegations of unlawful harassment (see definition on page 1) occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment and, in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects.

Individuals who are found to have engaged in unlawful harassment (see definition on page 1) occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment will be subject to appropriate disciplinary action, up to and including termination of employment or expulsion from school.

Furthermore, Corporation employees who fail to report any incident of alleged unlawful harassment (see definition on page 1) occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment that the employee observes or which is reported to the employee also are subject to appropriate disciplinary action, up to and including termination of employment.

For purposes of this policy, "Corporation community" means students, administrators, teachers, and staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on Corporation property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the Corporation community at school-related events/activities (whether on or off Corporation property).

Other Violations of the Anti-Harassment Policy

The Corporation also will take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment (see definition on page 1) or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment (see definition on page 1).

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment (see definition on page 1), when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

Bullying rises to the level of unlawful harassment (see definition on page 1) when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students with the intent to harass, ridicule, humiliate, intimidate or harm that/those student(s), and that bullying is based upon sex, race, color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. sexual violence

I. theft;

J. sexual, religious, or racial harassment;

K. public humiliation; or

L. destruction of property.

In the bullying context, "harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student that:

A. places a student in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or

C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. unwelcome sexual propositions, invitations, solicitations, and flirtations;

B. sexual violence, including physical and/or sexual assault;

C. threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances;

D. unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls;

E. sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals;

F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;

G. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;

H. remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;

I. in the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment;

J. inappropriate boundary invasions by a Corporation employee or other adult member of the Corporation community into a student's personal space and personal life;

K. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education or creates a hostile or abusive employment or educational environment.

NOTE: Sexual conduct/relationships with students by a Corporation employee or any other adult member of the Corporation community is prohibited, and any teacher, administrator, coach, other school authority, or staff member who engages in certain sexual conduct with a student may be disciplined up to and including termination and also may be guilty of the criminal charge of "sexual battery" as set forth in I.C. 35-42-4-8. In the case of a child under fourteen (14) years of age, the person also may be guilty of "child molesting" under I.C. 35-42-4-3. In the case of a child between the ages of fourteen (14) and sixteen (16), the person also may be guilty of "sexual misconduct with a minor" under I.C. 35-42-4-9. The issue of consent is irrelevant in regard to the latter two (2) criminal charges. Any employee accused of sexual relations with a student may be placed on leave until school administrative proceedings are completed. Proven sexual relationships with a student regardless of the age of the student will initiate the termination process for the employee.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may include but is not limited to conduct directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may include but is not limited to conduct directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involving religious slurs.

National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may include but is not limited to conduct directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may include but is not limited to conduct directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment also may include but is not limited to conduct directed at or pertaining to a person's genetic information.

Reports and Complaints of Harassing Conduct

Students, members of the Corporation community and third parties are encouraged to promptly report incidents of unlawful harassment (see definition on page 1) to an administrator, supervisor or other Corporation official so that the Corporation may address the conduct before it becomes severe, pervasive, or persistent. All Corporation employees, including administrators, professional staff and support staff, shall report any incident of alleged unlawful harassment (see definition on page 1) that the employee observes or which is reported to the employee. Any administrator, supervisor, or other Corporation-level official who receives such a complaint shall file it with the Corporation's Anti-Harassment Compliance Officer at his/her first convenience. Corporation employees who fail to comply with the reporting responsibility shall be subject to discipline, up to and including termination.

Members of the Corporation community or third parties who believe they have been subjected to unlawful harassment (see definition on page 1) by another member of the Corporation community or a third party are entitled to utilize the Board's complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false. Individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of a reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying, the principal or his/her designee believes that the reported misconduct may have created a hostile work or learning environment and may have constituted unlawful harassment (see definition on page 1) based "Protected Classes" (see definition on page 1), the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy.

Anti-Harassment Compliance Officer

The following individuals serve as "Anti-Harassment Compliance Officer" for the Corporation. They are hereinafter referred to as the "Compliance Officer".

Director of Curriculum

1300 N. Main St.

Nappanee, IN 46550

(574) 773-3131

(574) 773-5593

The names, titles, and contact information for the Compliance Officers will be published annually on the School Corporation's web site.

The Compliance Officers will be available during regular school/work hours to discuss concerns related to "unlawful harassment" (see definition on page 1), to assist students, other members of the Corporation community and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student.

Any Corporation employee who directly observes unlawful harassment (see definition on page 1) of a student is obligated, in accordance with this policy, to report such observations to one (1) of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the student if age eighteen (18) or older, or the student's parents if under the age of eighteen (18) within two (2) business days to advise him/her/them of the Corporation(s) intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or his/her designee to conduct an investigation following all the procedures outlined in this policy for a formal complaint. Additionally, if the alleged harasser is a student, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age of eighteen (18), within two (2) business days to advise him/her/them of the Corporation's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

However, all complaints of harassment involving a Corporation employee or any other adult member of the Corporation community against a student will be formally investigated.

The Compliance Officers are assigned to accept complaints of unlawful harassment (see definition on page 1) directly from any member of the School Corporation community or a visitor to the Corporation, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School Corporation community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. However, if the alleged harasser is the Superintendent, the recommendations shall be submitted to the Board President.

All Corporation employees must report incidents of unlawful harassment (see definition on page 1) that they observe or that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Investigation and Complaint Procedure (see Form 1662 F1)

Any employee or other member of the Corporation community or third party (e.g., visitor to the Corporation) who believes that s/he has been subjected to unlawful harassment (see definition on page 1) may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of unlawful harassment (see definition on page 1) and a process for rendering a decision regarding whether the claim of unlawful harassment (see definition on page 1) was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment (see definition on page 1), time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights (OCR), the Indiana Civil Rights Commission (ICRC) or Equal Employment Opportunity Commission (EEOC), or to file a concurrent criminal complaint with the law enforcement agency having jurisdiction.

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and/or unlawful harassment (see definition on page 1) and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who believes s/he has been unlawfully harassed or retaliated against in the Corporation's employment opportunities, programs, and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs, and activities, affecting the Corporation environment. This informal procedure is not required as a precursor to the filing of a formal complaint and/or filing a concurrent criminal complaint, and will be utilized only where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.

Employees, other members of the Corporation community, or third parties who believe that they have been subjected to unlawful harassment (see definition on page 1) or retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint procedure.

However, all complaints of unlawful harassment (see definition on page 1) involving a Corporation employee, any adult member of the Corporation community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully harassed (see definition on page 1) and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer(s) is/are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully harassed (see definition on page 1) may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one (1) of the Compliance Officers; and/or 3) to the Superintendent or other Corporation-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The Corporation's informal complaint procedure is designed to provide employees, other members of the Corporation community or third parties who believe they are being subjected to unlawful harassment (see definition on page 1) with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.

B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, one of the Compliance Officers or a designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint, may file a complaint with the United States Department of Education, Office for Civil Rights (OCR), the Indiana Civil Rights

Commission (ICRC) or Equal Employment Opportunity Commission (EEOC), and/or may file a concurrent criminal complaint with the law enforcement agency having jurisdiction. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

One (1) of the Compliance Officers or a designee will retain all materials generated as part of the informal complaint process in accordance with the Board's records retention policy (see Policy 8310, Policy 8320, and Policy 8330).

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process as described below shall be implemented.

The formal complaint process is not intended to interfere with the rights of an employee, other member of the Corporation community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights (OCR), the Indiana Civil Rights Commission (ICRC) or Equal Employment Opportunity Commission (EEOC), and/or to file a concurrent criminal complaint with the law enforcement agency having jurisdiction.

An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing with a teacher, principal, the Compliance Officer, Superintendent, or other Corporation-level employee. Due to the sensitivity surrounding complaints of unlawful harassment (see definition on page 1) and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, Superintendent, or other Corporation-level employee, either orally or in writing, about any complaint of harassment or retaliation, the employee to whom the complaint is reported must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties informed of the status of the investigation and the decision making process.

All formal complaints of unlawful harassment (see definition on page 1) or retaliation must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview and the Complainant will be asked to verify the accuracy of the reported complaint by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the alleged harasser. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her

agreement to any action deemed appropriate. If the Complainant is unwilling to consent any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions s/he deems appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/unlawful harassment/retaliation.

A principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Contemporaneously, one of the Compliance Officers or a designee will inform the individual alleged to have engaged in the unlawful harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received. The Respondent will be informed about the nature of the allegations and a copy of the Board's anti-harassment policy shall be provided to the Respondent. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, one of the Compliance Officers or a designee will attempt to complete an investigation into the allegations of harassment or retaliation within fifteen (15) business days of receiving the formal complaint.

The investigation will include:

A. interview(s) with the Complainant;

B. interview(s) with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations; and

D. consideration of any documentation or other information, presented by the Complainant, Respondent, or any other witnesses that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment (see definition on page 1) or retaliation. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used (i.e., it is more likely than not that unlawful discrimination retaliation occurred).

The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5)

business days. At the conclusion of the additional investigation, the Superintendent must issue a written decision as described above.

A Complainant or respondent who is dissatisfied with the decision of the Superintendent may appeal through a signed written request to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.

If the Superintendent is the Respondent, the appeal process will skip the review by the Superintendent and move directly to the Board. In such circumstances, the Compliance Officer, or the designee, shall prepare and deliver a written report to the Board that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment (see definition on page 1) or retaliation.

The Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of a written request to appeal. At this meeting, the parties have the right to present evidence, including testimony and/or exhibits, to the Board in support of their position. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the Corporation community or third party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The Complainant and the Respondent may be represented, at his/her own cost, at any of the above-described meetings/hearings.

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, Equal Employment Opportunity Commission, Indiana Civil Rights Commission, or the filing of a concurrent criminal complaint. Use of the complaint procedures is not a prerequisite to the pursuit of other remedies. Furthermore, the complaint must be investigated even if a separate investigation is being conducted by another agency, including but not limited to the local police department.

Privacy/Confidentiality

The Corporation will employ all reasonable efforts to protect the privacy of the Complainant, the Respondent(s) (that is the individual(s) against whom the complaint is filed), and the witnesses to the extent possible, consistent with the Corporation's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed.

All Complainants proceeding through the formal investigation process should be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the Corporation community and third parties who are interviewed about the importance of

maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

Remedial Action, Sanctions, and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment (see definition on page 1)/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment.

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant. Such remedial action may include, but is not limited to, counseling services, reinstatement of leave taken due to the discrimination, or other appropriate action.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s), if any.

When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s), if any.

All subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevents it recurrence, and remedy its effects. Prior sanctions imposed on the Respondent(s) for similar past conduct shall be considered in determining the appropriateness of the sanction(s) imposed for the present conduct.

The Board may appoint an individual, who may be an employee of the Corporation, to monitor the Respondent to ensure no further discrimination or retaliation occurs. Likewise, the Board may appoint an individual, who may be an employee of the Corporation other than the Respondent, to follow up with the Complainant to ensure that no further discrimination or retaliation has occurred and to take action to promptly address any reported occurrences.

Retention of Public Records, Student Records, and Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including but not limited to complaints, responses, witness statements, documentary evidence, audio, video and/or digital recordings, handwritten and contemporaneous notes, e-mails related to the investigation and allegations, printouts, letters, determinations, and summaries. The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, Policy 8330 and the Corporation's records retention schedule.

Retaliation

Any act of retaliation against a person who has made a report, filed a complaint alleging unlawful harassment, or participated as a witness in a harassment investigation is prohibited.

Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten, or interfere with any individual because the person opposed any act or practice of unlawful harassment (see definition on page 1), or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing pertaining to unlawful harassment, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by Federal or State laws.

Individuals found to have engaged in retaliation shall be subject to disciplinary action, up to and including termination of employment or expulsion from school.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Child Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant or the alleged victim, a report of such knowledge must be made in accordance with State law and Board Policy.

If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined under State law, such knowledge should be reported to local law enforcement.

Any reports made to Child Protective Services or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Compliance Officers will oversee the training of Corporation employees and students so that they understand their rights and responsibilities under Federal and State law and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law. All training regarding the Board's policy and administrative guidelines and harassment in general will be age and content appropriate.

Notice

Notice of the Board's policy on anti-harassment related to employment practices and the identity of the Compliance Officer will be posted throughout the 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.

I.C. 35-42-4-3, 35-42-4-8, 35-42-4-9
20 U.S.C. 1400 et seq., the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004)
20 U.S.C. 1681 et seq., Title IX of the Educational Amendments Act of 1972
29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 794, Section 504 of the Rehabilitation Act of 1973, as amended
42 U.S.C. 1983
42 U.S.C. 2000d et seq., Title VI of the Civil Rights Act of 1964
42 U.S.C. 2000e et seq., Title VII of the Civil Rights Act of 1964
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
29 C.F.R. Part 1635
National School Boards Association Inquiry and Analysis - May 2008

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