Wa-Nee Community Schools
Board Policy
Series 3000
Certified Staff

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3001 – RATIONALE FOR DISCUSSION POLICY

SEA 486 (2023) provides that a school employer may discuss: (1) with a certificated employee or group of certificated employees; or (2) at one or more meetings that are open to all certificated employees; any topic that significantly impacts a certificated employee's working conditions or impacts the educational quality of the school employer's students. The The administration of Wa-nee School recognizes the need for communication with teachers as a means of solving mutual problems and working toward a better school system. The administration and Board welcomes input from teachers when planning changes, additions, or improvements in administrative practice or Board policy.

3002 - DISTRICT DISCUSSION COUNCIL

A District Discussion Council shall be established within the Wa-Nee Community Schools. This council shall be comprised of the Assistant Superintendent of Instruction and the Superintendent. Additional administrative, teaching, and support staff may be invited by the chairman (defined below) to attend when their presence at a meeting would be beneficial to a specific topic. The Wa-Nee Education Association may be asked to select one or more representatives it wishes to include at the District Discussion Council meetings.

The Superintendent or his/her designee shall act as permanent chairman. A Council member shall be elected recording secretary whose duty it will be to keep minutes of the meetings. The secretary and chairman shall be in agreement that the minutes are correct before they are submitted at the next meeting for approval.

There shall be a regularly scheduled monthly meeting of the Council. Any members of the Council, any administrator, and the President of the Wa-Nee Education Association may submit suggested items for the agenda to the chairman of the committee until three (3) days before the scheduled meeting. Copies of the agenda will be given to Council members before the meeting by District mail delivery and/or e-mail. If no items are submitted for a particular meeting, the chairman shall cancel the meeting and notify the Council members.

The purpose of the District Council is to:

A. provide a vehicle for communication between administration and teachers;

B. consider solutions of educational problems on a District level, if they cannot be solved at the building level;

C. improve the educational process, the organization, administrative practices, etc. on a District basis;

D. serve as a vehicle for input to the administration concerning suggested changes in administrative practice or Board policy;

E. submit items, problems, suggestions for changes in administrative practices, and suggestions for educational improvements, that have a District-wide impact or importance to the District Discussion Council to allow consideration by the administration;

F. submit ideas for changes, improvements, additions or deletions in central office administrative practice or Board policy to the administration for consideration; and

G. work for a better Wa-Nee Community Schools, for the students, staff, administration, and community.

It is understood that the District Discussion Council may appoint a subcommittee composed of members not necessarily of the District Council to study or work on certain issues, or items of specialized interest or concern.

Revised 7/23

3003 - BUILDING DISCUSSION COUNCILS

A Discussion Council shall be established in each school building in the Wa-Nee Community Schools. This Council shall be comprised of the building principal, the building representatives to the Wa-Nee Education Association and other teachers who represent various grade levels, subject areas, special teachers, etc.

The principal, as chairman, will initiate organization of the Council. The exact number of the Council and the process of selection of Council members shall be determined within the individual buildings by mutual consent. The building principal shall act as permanent chairman. A Council member shall be elected recording secretary whose duty it will be to keep minutes of the meetings. The secretary and chairman shall be in agreement that the minutes are correct before they are submitted at the next meeting for approval.

There shall be a regularly scheduled monthly meeting of the Council.. Any member of the Council may submit suggested items for the agenda to the secretary until three (3) days before the time of the meeting. The secretary will prepare an agenda to be given all members of the Council at least one (1) day before the meeting. In the event that no items are submitted for a particular meeting, the secretary shall so inform the principal who may then cancel that meeting. The agenda of a meeting can include other items of mutual interest as desired by the members.

The purpose of the Building Discussion Council is to:

A. provide a vehicle for communication between principal, staff, and teachers;

B. consider solutions of educational problems on a building level;

C. improve the educational process, the organization, the administrative procedures within the building; and

D. explore new ideas relative to a building;

Members of the Building Council may invite the chairman of the District Council to attend a meeting if so desired. This is especially true when items being discussed seem to be of a District-wide concern, or if it is evident that the suggested change, administration practice, educational program, teaching methods, or curriculum at the building level, would in fact be in conflict with general approved policy and practice on a District-wide basis.

3111 - CREATING A POSITION

The Board recognizes the need to establish positions which, when filled by competent, qualified professional staff members, will assist the Corporation in achieving the education goals set by the Board. The Corporation employs only U.S. citizens and others lawfully authorized to work in the United States.

The Superintendent shall verify all new full-time and part-time employees' right to work in the United States according to the Federal Immigration Reform and Control Act of 1986.

The Board reserves the right to:

A. create new positions;

B. specify the number of persons to be employed with each job category;

C. set the initial salary for a new position not currently covered by a valid salary schedule.

In the exercise of its authority to create new positions, the Board shall give primary consideration to:

A. the number of students enrolled;

B. the special needs of the community;

C. the special needs of the students;

D. the operational services of the Corporation.

The Board shall, upon the advice of the Superintendent, consider the advisability of creating a new position or of increasing the number of professional staff members in an existing position.

I.C. 20-26-5-4
Federal Immigration Reform and Control Act of 1986, 8 U.S.C. 1255a

T.C. 11/23/15

3112 - BOARD-STAFF COMMUNICATIONS

The Board desires to maintain open channels of communication between itself and the staff. The basic line of communication, will, however, be through the Superintendent.

A. **Staff Communications to the Board**

All communications from staff members to the Board or its committees shall be submitted through the Superintendent. This procedure is not intended to deny any staff member the right to appeal to the Board on important matters through established procedures.

Significant complaints or communications from teachers, parents, or patrons to individual Board members or to the Board as a whole, will be conveyed to the Office of the Superintendent.

Communications to individual Board members requesting action or a statement of view may be acknowledged. It is recommended that an answer which commits the Board member should be avoided until the full Board has reviewed the issue.

B. **Board Communications to Staff**

All official communications, policies, and directives of the Board of staff interest and concern to the staff will be communicated through the Superintendent, who shall also keep staff members fully informed of the Board's problems, concerns, and actions.

Statements of a Board member's opinion to any citizen will be clearly identified as an individual opinion which does not necessarily reflect the thinking of the entire Board.

C. **Social Interaction**

Both staff and Board members share a keen interest in the schools and in education generally, and it is to be expected that when they meet at social

affairs and other functions, they will informally discuss such matters as educational trends, issues, and innovations, and general activities of the Corporation. However, since individual Board members have no special authority except when they are convened at a legal meeting of the Board or vested with special authority by Board action, discussions between staff and Board members of personalities or personnel grievances will be considered to be unethical conduct.

T.C. 11/23/15

3113 - CONFLICT OF INTEREST

A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by School Corporation employees, officers (that is, all members of the School Board), 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 (that is, all members of the Board), and agents, 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 (that is, any member of the Board), 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, all members 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, all members of the Board), or 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, all members of the Board), and agents shall not solicit gifts, travel packages, and other incentives from prospective contractors.

5. Employees, officers (that is, all members 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

Adopted 9/14/15
T.C. 11/23/15
Revised 10/24/16

3120 - EMPLOYMENT OF PROFESSIONAL STAFF

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

The Board shall approve the employment and also, when not covered by the terms of a negotiated agreement, fix the compensation and establish the term of employment for each professional staff member employed by this Corporation.

Such approval shall be given only to those candidates for employment recommended by the Superintendent. When any recommended candidate has been rejected by the Board, the Superintendent shall make a substitute recommendation. All applications for employment shall be referred to the Superintendent.

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 family member as herein defined, both family member and the Board member must file a conflict of interest statement.

Any professional staff member's intentional misstatement of fact or omission of material to qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

The employment of professional staff members 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.

Any applicant for any teaching position in the Wa-Nee Community Schools must file a written application with the Superintendent's Office. The application becomes a part of the employees' personnel record.

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

No candidate for employment as a professional staff member shall receive recommendation for such employment without having proffered visual evidence of his/her certification or pending application for certification. Such certification must indicate all of the areas in which the candidate has been certified. No deletions are acceptable.

The Corporation shall review, in accordance with any applicable terms of the negotiated agreement, a candidate's previous teaching experience at a college, university, or certified nonpublic school in determining his/her position on the salary schedule

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

VOLUNTEER FIREFIGHTERS

If a staff member is a volunteer firefighter and has notified the School Corporation in writing that s/he is a volunteer firefighter, the School Corporation may not discipline the staff member for:

A. being absent from duty by reason of responding to a fire or emergency call that was received prior to the time the staff member was to report to duty;

B. leaving his/her duty station to respond to a fire or an emergency call if s/he has prior authorization from his/her supervisor to leave duty
in response to a call received after s/he has reported to work.

However, when an emergency call is received while the staff member is on duty, the staff member should notify the principal before leaving so coverage for his/her class can be arranged;

C. an injury or being absent from work because of an injury that occurs while the staff member is engaged in emergency firefighting or other emergency response, provided the staff member's absence from work due to each instance of emergency firefighting activity or other emergency response does not exceed six (6) months from the date of injury.

The Corporation shall require that the staff member present a written statement from the officer in charge of the volunteer fire department at the time of the absence indicating the staff member was engaged in an emergency call at the time of his/her absence.

The Corporation may require that the staff member who was injured while engaged in emergency firefighting or other emergency response provide evidence from a physician or other medical authority showing treatment for the injury at the time of his/her absence and a connection between the injury and the employee's emergency response activities. Any such evidence shall be retained in a separate medical file created for the staff member and treated as a confidential medical record.

REQUIREMENTS FOR TITLE I TEACHERS

All teachers newly hired for a Title I supported program must be "highly qualified."

"Highly Qualified" means:

A. full State certification as a teacher or passed State teacher licensing exam and holds current license to teach; certification or license requirements may not be waived on emergency, temporary, or provisional basis;

B. for elementary teachers new to the profession, this also requires:

1. at least a bachelor's degree;

2. passing a rigorous State test on subject knowledge and teaching skills in reading, writing, math, and other areas of elementary curriculum (State certification test may suffice);

C. for secondary or middle school teachers new to the profession this also requires:

1. at least a bachelor's degree, and

2. passing a rigorous State test in each of the subject areas s/he will teach (State certification test may suffice), or

3. for each academic subject taught, having an academic major, course work equivalent to an undergraduate major, a graduate degree, or advanced certification or credentialing;

D. for elementary, middle, or secondary school teachers with prior experience, this also requires:

1. at least a bachelor's degree, and

2. meets standards for new teachers (above), or

3. demonstrates competence in all academic subjects s/he teaches based on a uniform State standard of evaluation (standard for academic subject matter and teaching skills set by the State).

REQUIREMENTS FOR TEACHERS IN CORPORATIONS RECEIVING TITLE I FUNDING

All teachers in a Corporation receiving Title I funds shall be "highly qualified" as described above. The Corporation must have a plan and show annual progress towards meeting these teacher qualification requirements.

I.C. 20-26-5-4, 35-44.1-1-4, 36-8-12-10.5
20 U.S.C. 6319 & 7801

Revised 2/24/03
Revised 11/04
Revised 2/23/15
T.C. 11/23/15

3120.04 - EMPLOYMENT OF SUBSTITUTES

The Board recognizes the need to procure the services of substitute teachers in order to continue the operation of the schools as a result of the absence of regular personnel.

The Superintendent shall employ substitute teachers as services are required to replace temporarily-absent regular staff members. Such assignment of substitute teachers may be terminated when their services are no longer required.

Substitute teachers must possess a valid Indiana substitute teacher permit obtained through the Indiana Department of Education (IDOE) with a copy kept on file in the Office of the Superintendent or hold a valid Indiana professional, provisional, limited, or an equivalent license issued by the IDOE, a copy of which shall be kept on file in the Office of the Superintendent.

Substitute teachers must meet the minimum requirements established by the IDOE to obtain a substitute teacher permit are:

A. hold a high school diploma, and

B. be eighteen (18) years of age or older.

An individual who holds a professional license, provisional license, limited license, or an equivalent license issued by the Indiana Department of Education and serves as an occasional substitute teacher shall be compensated on the Corporation's substitute teacher pay schedule. Provided, however, that an individual who holds a professional license or provisional license and serves as a substitute teacher in the same teaching position for more than fifteen (15) consecutive school days shall be compensated on the regular pay schedule for Corporation teachers.

A substitute teacher may be employed without a written contract.

The Superintendent may recommend that the Board approve a contract with a vendor to provide substitute teachers to work in the Corporation as long as the substitutes provided meet the provisions of this policy and AG 3120.04.

I.C. 20-28-5-2, 20-28-5-3
I.C. 20-28-9-6, 20-28-9-7, 20-28-9-8

Revised 8/27/07
Revised 5/9/11
Revised 2/23/15
Revised 5/8/17
Revised 10/9/17
Revised 6/25/18

3120.05 - EMPLOYMENT OF PERSONNEL IN SUMMER SCHOOL AND ADULT EDUCATION PROGRAMS

The Board recognizes that the success of the summer school and adult education programs depends in large measure upon the employment of qualified and competent personnel.

Unless already provided by the terms of a negotiated agreement, the Board shall fix the compensation and set the term of employment for each person employed in the subject programs established for this Corporation. The Board will employ only those candidates recommended by the Superintendent.

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

I.C. 20-28-5-2

T.C. 11/23/15

3120.06 - SELECTING STUDENT TEACHERS/ADMINISTRATIVE INTERNS

The Board encourages cooperation with State approved colleges and universities in the training of student teachers and administrative interns, because the public school offers an essential ingredient - direct experience with students and teachers at work in the classroom, but certain safeguards have been found to be necessary for the best interests of all concerned.

Colleges and universities should first make contact with the Superintendent regarding placement of a student teacher or administrative intern.

The Superintendent shall, make the final placement of student teachers or administrative interns.

The supervising staff member shall hold no less than a standard certificate and shall have had no less than three (3) years of successful teaching experience in the area of assignment.

A professional staff member who supervises a student teacher or administrative intern must have been rated as either highly effective or effective on his/her most recent annual performance evaluation. Professional staff members who agree to serve as supervisors of student teachers or administrative interns may accept honoraria or stipends directly from the college/university for those services rendered outside the regular school day and above and beyond the duties and responsibilities specified in their contract.

The following conditions also shall be met:

A. The institution making the assignment shall provide adequate follow-up supervision.

B The institution making the assignment shall provide the School Corporation with a criminal background check on the candidate prior to the placement of the student teacher/administrative intern with the Corporation.

C. The supervising teacher or administrator must agree to work effectively with both the student teacher or administrative intern and the institutional supervisor.

D. If at any time the quality of teaching or administrative internship is judged to be inferior or s/he is disruptive to the on-going program, the Superintendent may request withdrawal of that person from the program.

The Board also authorizes the Superintendent to provide, in cooperation with appropriate colleges and universities, a "field experience" program in order for selected interns to gain first-hand knowledge of and experience in a school environment.

The Superintendent may terminate a teaching program if one or more aspects of the program are not of high quality or meeting Corporation needs or expectations.

I.C. 20-26-5-23 and -24

Revised 11/04
T.C. 11/23/15
Revised 2/8/16

3120.07 - EMPLOYMENT OF CASUAL RESOURCE PERSONNEL

It is the purpose of this policy to allow the casual employment of personnel in a consulting capacity for administration, in-service, or instruction.

In the general fund of the Board, money is appropriated annually for special services. This might include resource persons in specialized fields of education that could offer consulting advice on the administration or instructional processes. The Superintendent shall negotiate a reasonable payment with the resource person.

The Superintendent shall prepare administrative guidelines to ensure proper implementation of this policy.

T.C. 11/23/15

3120.08 - EMPLOYMENT OF PERSONNEL FOR EXTRACURRICULAR ACTIVITIES

As much as is possible, coaches or activity sponsor positions should be filled by members of the professional staff.

When filling a High School Varsity Head Coaching position both internal and external candidates will be considered and interviewed. A High School Varsity Head Coaching position will be posted both internally and externally.

The Board may find it necessary to employ on a part-time basis, coaches or activity sponsors who are not members of the professional staff. Such part-time employees may be members of the Corporation's support staff or individuals from the community or nearby areas.

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. heat 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 **3121** 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

Revised 3/02
Revised 5/9/11
Revised 2/23/15
Revised 9/14/15
Revised 11/23/15
Revised 5/8/17

3121 - PERSONAL BACKGROUND CHECKS AND MANDATORY REPORTING OF CONVICTIONS AND SUBSTANTIATED CHILD ABUSE AND ARRESTS

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 professional staff. Such an inquiry shall also be made for all substitutes.

The Superintendent shall establish the necessary procedures for obtaining personal background information on each applicant recommended for employment as a professional staff member which shall include the following:

A. an expanded national 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 fo 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 professional employee and substitute teacher 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 employee 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

Revised 3/02
Revised 9/12/05
Revised 8/27/07
Revised 3/8/10
Revised 7/9/12
T.C. 11/23/15
Revised 2/8/16
Revised 5/8/17
Revised 2/12/18

3122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The School Board does not discriminate on the basis of the Protected Classes of race, color, national origin, sex (including transgender status, sexual orientation and gender identity), disability, age, religion, military status, ancestry, or genetic information which are classes protected by Federal and/or State law (collectively, "Protected Classes") 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.

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

The following person is designated as the Corporation's compliance officer 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 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 one of the compliance officers 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 **3122** 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, the employee who is informed of the complaint 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 **3122** - 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 complaint, 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. 20-33-1-1
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

Revised 9/12/05
Revised 5/9/11
Revised 5/28/13
T.C. 11/23/15
Revised 2/8/16
Revised 6/25/18

3122.01 - DRUG-FREE WORKPLACE

The Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is free from the use of any controlled substance and alcohol.

To help ensure a safe environment for our students and staff, it is imperative that individuals who use illegal drugs be screened out during the initial employment process. This procedure will have a positive effect on ensuring a safe and drug free workforce in the Wa-Nee Community School Corporation. For those reasons, all applicants tentatively selected for a position with the Wa-Nee Community School Corporation will be required to submit to urinalysis to screen for illegal drug use prior to appointment. Each applicant shall be notified that appointment will be contingent upon a negative drug test result. Applicants shall be directed to an appropriate collection facility. The School Corporation shall pay the cost of the drug screen.

Each applicant shall be advised of the opportunity to submit medical documentation that may support a legitimate use for a specific drug to Wa-Nee Community Schools.

The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, and alcohol, and any drug paraphernalia, by any member of the Corporation's professional staff at any time while on Corporation property or while involved in any Corporation-related activity or event. An employee who reports for duty or attends a Corporation-sponsored function after using a controlled substance or consuming alcohol is in violation of the prohibition. Any staff member who violates this policy shall be subject to disciplinary action in accordance with Corporation guidelines and the terms of any collective bargaining agreements, if applicable.

The Superintendent shall establish guidelines that ensure compliance with this policy and that each staff member is given a copy of the standards regarding unlawful manufacture, possession, use, distribution, or dispensing of illicit drugs and alcohol by staff and informed that compliance with this requirement is mandatory. Such guidelines shall provide for appropriate disciplinary actions, if and when needed, which comply with the terms of any negotiated agreement, if applicable.

41 U.S.C. 701 et seq., Drug-Free Workplace Act of 1988
20 U.S.C. 322a, The Safe and Drug-Free Schools and Communities Act
24 C.F.R. Part 86
I. C. 20-34-2-1 et seq.

Revised 2/23/15
T.C. 11/23/15

3122.02 - 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 9/29/10
Revised 7/9/12

3123 - 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 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, Nappanee, IN 46550

(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

3124 - EMPLOYMENT CONTRACTS WITH PROFESSIONAL EMPLOYEES

The Board requires that each employee it employs in a certificated position sign a Regular Teacher's Contract, a Supplemental Service Teacher's Contract, or a Temporary Teacher's Contract using the form contract promulgated by the Superintendent of Public Instruction pursuant to I.C. 20-28-6-3, unless the teacher is taking a leave of absence or has been employed to serve in the absence of a teacher who is taking a leave of absence.

Contracts employing professional employees shall be approved by a majority of the full Board and shall be signed by the professional employee and the President and Secretary of the Board in compliance with I.C. 20-28-6-5 and I.C. 20-26-4-8. In the absence of either the President or Secretary of the Board, the Vice President shall sign the contracts with the Board officer who is present.

A contract between the Board and a teacher is void if the teacher, at the time of signing the contract, is bound by a previous contract to teach in a public school and the contract is entered into at any time during the school year or less than fourteen (14) days before the day on which the teacher must report for work. Provided, however, that the Board may offer another contract to the teacher that will be effective if the teacher:

A. furnishes the principal a release by the first employer; or

B. shows proof that thirty (30) days' written notice was delivered by the teacher to the first employer.

A teacher who has entered into a contract with the Board must provide thirty (30) days' written notice if s/he takes a teaching job with another school corporation after the school year has started or less than fourteen (14) days before the day on which the teacher must report for work.

I.C. 20-26-4-8
I.C. 20-28-6-2
I.C. 20-28-6-3
I.C. 20-28-6-4
I.C. 20-28-6-5
I.C. 20-28-6-6
I.C. 20-28-6-7
I.C. 20-28-7.5-8
I.C. 20-28-10-1

Revised 3/8/10
Revised 7/9/12
Revised 10/27/14
Revised 2/8/16
Revised 5/8/17

3124.01 - EXTENDED CONTRACT

Whenever the Board deems it necessary for the successful operation of the School Corporation, extended contracts may be offered.

The pay for teachers on extended contracts shall be computed for the period of time involved at the rate per month of the regular school year (nine (9) months) contract. Although computed at the rate of the nine (9) month contract, the total amount will be adjusted according to the ration for the time required for the assignment.

Supplemental contracts for summer school teaching positions are to be considered and computed on the experience level and on the approved salary schedule in effect on September 1st of the school year just completed.

3124.02 - MID-YEAR ADVANCEMENT ON SALARY SCHEDULE FOR MASTER'S DEGREE

A teacher who expects to qualify through additional training for a Master's level salary schedule classification must notify the Superintendent of this fact as follows:

A. Written notification (letter with original signature) of completion of Master's degree. Notification letter should indicate name of university, course completion date, and anticipated date of degree conferring.

B. Documentation of completion of Master's degree shall be an official university transcript.

C. Placement schedule:

1. Written notification and official documentation received before the first contract day of the school year will result in the appropriate salary increase in the first pay of the school year.

2. Written notification and official documentation received after the first contract day of the school year and before February 1st will result in the appropriate salary increase in the 14th pay of the school year.

3. Written notification and official transcripts must be received prior to advancement on the salary schedule.

D. In neither case shall advancement on the salary schedule be retroactive.

Adopted 3/8/10

3125 - MENTOR PROGRAM FOR PROFESSIONAL STAFF

The Board intends to provide all first year professional staff members a year-long program of orientation, assistance, and support during their first year of employment in the Corporation.

A. "Mentor program" means a program of support provided by a Corporation to meet the unique needs of an individual in the first year of employment under a classroom teaching certificate or an educational personnel certificate.

B. "Mentor" means a person assigned to provide professional support to an individual in the first year of employment under a classroom teaching certificate or an educational personnel certificate.

The Board will implement this policy by means of a Mentor plan to be periodically reviewed by the Board.

The Board directs the Superintendent to develop administrative guidelines to implement this policy.

Revised 7/9/12
T.C. 11/23/15

3130 - ASSIGNMENT AND TRANSFER

The School Board believes that the appropriate placement of qualified and competent staff is essential to the successful functioning of the Corporation.

The Superintendent shall be responsible for the assignment and transfer of all professional staff members.

The general assignment of staff members and their transfer of positions in the various schools and departments shall be made by the Superintendent on the basis of the following criteria:

A. Contribution which a staff member would make to students.

B. Recommendations of the school principals involved.

C. Qualifications of staff member compared to those outside candidates, both for the position to be vacated and for the position to be filled.

D. Opportunity for professional advancement.

Interviews will be granted to interested, qualified (determined by license requirements) applicants currently employed by the Wa-Nee Community School Corporation upon receipt of notification in writing of interest in a transfer or new specific position.

Within the limitations of their qualifications and contractual status, the principal is responsible for assigning the teachers in his/her building to subject matter and grade levels and to classrooms and teaching stations on the basis of the needs of the current year as determined by the school enrollment and the class schedule.

The standard teacher assignment for the high school and middle schools shall not exceed a maximum instructional and/or supervisory assignment of six (6) periods each day. Within the instructional day, each teacher's schedule shall include one (1) period daily or not less than two hundred minutes per week for conferences and instructional planning. If possible, middle school and high school teachers should not have more than three (3) preparations.

The standard teacher assignment for the elementary school should consist of not more than six (6) hours per day of direct student supervision such as classroom instruction, lunch duty, playground duty, etc. Class size in the elementary and middle schools should be in the range of twenty-five (25) or less with a maximum of thirty (30) students. Class size in the high school should be in keeping with good educational and instructional standards for the type of program involved and the instructional method being implemented.

Before assigning more than the standard teacher assignment or class sizes above the indicated maximum to a teacher, the administration shall confer with the teacher involved regarding the reasons for the intended increase.

Non-instructional duties and responsibilities which are deemed necessary to carry on the regular school program will be assigned, insofar as possible, on a fair and equitable basis.

3130.01 - PROFESSIONAL STAFF TRANSFERS

Teachers who desire transfer consideration, a change in grade and/or subject assignment, transfer to another building or to a vacant position, shall file a written statement of such request with the Superintendent within the time period specified in the posting of vacancies. The teacher employee will be notified by administration of the decision made on the transfer request within the time period specified in the posting of vacancies and after Board approval.

When an involuntary transfer is being considered by the administration, the individuals involved shall be consulted by the Superintendent or his/her designee within a reasonable amount of time prior to any final decision. All individuals involved should recognize that the discussions are confidential and should handle all information in a professional manner. The individuals who are consulted shall be notified of any decision prior to any official notice of a change in teaching assignment.

All staff transfers will be approved by the Board.

Revised 3/02
T.C. 11/23/15

3130.02 - JOB SHARING

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

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

B. Benefits will be pro-rated for part-time service, to the extent permitted by the carrier.

C. Staff members must have agreed voluntarily, and in writing, to work together. Two (2) staff members who wish to be considered for sharing a job are to submit a request to the Superintendent with the following information:

1. A description of how the responsibilities specified in the job description would be divided.

2. Confirmation that other responsibilities, such as staff meetings, conferences, in-service training, etc. would be met by both staff members.

3. A description of what plan would be used for staff member evaluation and proper communication with affected parties.

4. A description of the process which would be used for communicating with supervisors and other staff members throughout the year.

5. A description of how the job-sharing of a teaching position would be introduced to the students so as to provide for consistent classroom procedures, expectations, and discipline.

D. All requests for a job-sharing assignment must first be submitted to the building principal by February 1st for the following school year. The principal will forward the plan to the Superintendent, who will review all plans prior to the granting of final approval.

E. The Corporation's commitment to any job-sharing arrangement is limited to one (1) year with authority given to the Superintendent to renew the arrangement if all conditions are being met satisfactorily and evaluation confirms that the expected results from job performance are meeting expectations. If a staff member wishes to return to a full-time position for the following school year, a written request is to be submitted to his/her principal by no later than February 1st of the current school year. Staff members requesting to return to a full-time position will have full return rights, provided there is a position available for which the staff member is licensed and qualified.

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

Revised 1/05

3131 - REDUCTION IN FORCE ("RIF") IN CERTIFICATED STAFF

It is the responsibility of the School Board to employ and retain the certificated staff necessary to effective and efficient implementation of its educational program and the safe operation of its schools.

The Board shall eliminate certificated positions and reduce the number of certificated staff when the Board finds that curricular changes, changes in enrollment, return to duty from leave of a certificated staff member, closing of schools, territorial changes, fiscal reasons or other good cause warrants.

As required by I.C. 20-28-7.5-1(d), once the positions to be eliminated are identified by the Board, the certificated staff members to be dismissed shall be identified on the basis of licensure and merit not years of service or seniority.

As used in this policy, "licensure" means the scope of the license issued by the Office of Educator Licensing and Development in the Indiana Department of Education, and "merit" means a performance category assigned to an educator pursuant to I.C. 20-28-11.5, i.e. "highly effective", "effective", "improvement necessary" or "ineffective". Where two (2) certificated staff members are in the same performance category, the following factors may be considered to identify the staff member to be terminated:

A. The academic needs of students in the Corporation.

B. The results of an evaluation conducted under I.C. 20-28-11.5.

C. The possession of either additional content area degrees beyond the requirements for employment; or additional content area degrees and credit hours beyond the requirements for employment, if required under an agreement bargained under I.C. 20-29.

D. The assignment of instructional leadership roles, including the responsibility for conducting evaluations under I.C. 20-28-11.5.

E. The number of years of a teacher's experience.

Certificated staff selected to be terminated pursuant to this policy shall receive the initial notification of possible contract cancellation required by I.C. 20-28-7.5-2(a)(2) between May 1st and July 1st preceding the proposed cancellation of their contract with the Board.

I.C. 20-28-7.5-1(d)
I.C. 20-28-7.5-2(a)(2)
I.C. 20-28-9-1.5(b)
I.C. 20-28-11.5

Revised 7/9/12
Revised 10/27/14
Revised 2/12/18

3132 - VACANCIES

It shall be the policy of the School Board to employ the best qualified individual for any Corporation vacancy at any level.

Vacancies shall be announced, and all members of the professional staff shall be eligible for any Corporation vacancy, providing they are properly qualified.

The Superintendent shall establish procedures to facilitate identification and evaluation of candidates for administrative, supervisory, and other leadership positions.

T.C. 11/23/15
Revised 8/28/17

3139 - STAFF DISCIPLINE

The Board believes that standards of conduct for professional employees are necessary to provide students with a positive example of adult behavior and an orderly instructional environment. To this end, the Board has adopted a policy of progressive discipline to be applied except in cases of gross misconduct. In instances of gross misconduct, the purpose of this policy is to consider if the misconduct warrants suspension without pay or termination.

As used in this policy, "progressive discipline" means imposition of the least severe sanction that the Board determines, in its sole discretion, to be likely to prevent a recurrence of the offense. If the Board finds facts that support the use of progressive discipline, the Board may impose a penalty which may include, but not be limited to one or more of the following:

A. Verbal counseling/oral warning in which a verbal conference between the employee and his/her supervisor is held.

B. A written warning which is a formal notice of a performance problem or inability to follow established policy. This notice serves as a warning that continued infractions will not be tolerated and may result in recommendation for discharge.

C. Probation for a period of time determined by the supervisor in connection with the written warning.

D. Administrative leave with pay.

E. Suspension without pay imposed in compliance with the applicable Indiana statutes.

F. Termination imposed in compliance with applicable Indiana statutes.

Exceptions to the principle of progressive discipline contained in this policy may be made in cases in which the Board finds that the interests of students and the school community make the application of the principle of progressive discipline inappropriate. Examples include, but are not limited to the following:

A. Reporting for duty under the influence of an alcoholic beverage, an illegal drug, or a prescription drug used other than in accordance with a prescription.

B. Possessing a firearm or weapon while on school property. See Policy 3617 - Weapons.

C. Possession or use of alcoholic beverages or drugs on school property or at an event sponsored by the Board.

D. Willful refusal to follow established rules or standards for the conduct of a professional employee, i.e. insubordination.

E. Theft, fraud, or another violation of criminal law.

F. Arrest and subsequent conviction of a crime.

G. Falsification or omission of a material fact in the application for employment by the Board.

H. Threats of and/or acts of violence to a person or substantial property damage.

I. Poor professional judgment resulting in a risk of physical harm to a person.

J. Harassment in violation of Board policy on harassment.

In the event a professional staff member is recommended for suspension without pay or dismissal, the procedures required by Indiana law will be implemented.

Professional employees of the Board shall be paid on a "salary basis" and suspension of a professional employee without pay shall not negate the professional employee's exemption from the Fair Labor Standards Act overtime provisions pursuant to 29 C.F.R. 541.303.

I.C. 20-28-6 and 7I.C., 20-28-9-21 through 23
29 C.F.R. 541.303

Revised 3/02
Revised 7/9/12
T.C. 11/23/15

3140 - RESIGNATION

Pursuant to State law, following submission of a resignation to the Superintendent, the employee may not withdraw or otherwise rescind that resignation. A notice of retirement is functionally equivalent to a resignation and thus falls within the meaning of the word "resignation" for purposes of this policy. The Superintendent shall inform the Board of the submission of that resignation at its next meeting. The Board may choose to accept that resignation, deny that resignation or take any other appropriate action relating to the termination, suspension or cancellation of employment of the person submitting the resignation. A resignation, once submitted, may not then be rescinded unless the Board agrees.

I.C. 5-8-4-1

Revised 5/9/11
Revised 5/12/14
Revised 2/23/15
Revised 9/14/15
Revised 2/8/16

3141 - SUSPENSION OF TEACHERS

The Board recognizes its obligation to maintain a working and learning environment that is conducive to the education of students and understands that at times there may be members of the teaching staff who fail to meet the expectation of serving as an exemplar for those students and/or fail to meet their professional responsibilities. In situations in which those charged with supervising professional staff members determine that a suspension of a teacher is needed, whether as part of a system of progressive discipline or for the benefit of students, colleagues, and/or the community, the administration will provide due process as required by Federal law and, if a suspension without pay is sought, comply with the procedure established under State law for the suspension of teachers without pay.

It will be the responsibility of the Superintendent to establish administrative guidelines which ensure that the proper standards have been applied and the proper procedures have been followed when a principal makes a decision to suspend a teacher.

In acting on a principal's preliminary determination that a teacher will be suspended without pay, the Board will be guided by the procedure set out in I.C. 20-28-9-22.

I.C. 20-28-9-22

3142 - CANCELLATION OF A TEACHING CONTRACT

The Board recognizes its obligation to employ only those professional staff members best trained and equipped to meet the educational needs of its students. This policy and Policy **3131** – Reduction in Force ("RIF") in Certificated Staff address this obligation, and the Board will continue to employ only those "probationary", "professional", and "established" teachers who meet the performance standards established in the evaluation plan adopted by the Board.

An employment contract may be terminated, upon a majority vote of the Board, for violation of the policies of the Board or for reasons set forth in law. In such cases, the Board shall abide by due process procedures.

It will be the responsibility of the Superintendent to establish administrative guidelines which ensure that the proper standards have been applied and the proper procedures have been followed when a principal makes a preliminary determination that a teacher's contract should be cancelled.

In acting on a principal's preliminary determination that a teacher's contract be cancelled, the Board will be guided by the procedure set out in I.C. 20-28-7.5.

I.C. 20-28-7.5-1, 20-28-7.5-2

Revised 3/8/10
Revised 7/9/12
T.C. 11/23/15
Revised 2/8/16

3160 - 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 (see Form 3160 F2).

In compliance with the Genetic Information Nondiscrimination Act (GINA) and Board Policy 3122.02, 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

Revised 9/29/10
Revised 7/9/12

3161 - UNREQUESTED LEAVES OF ABSENCE

It is the policy of the 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 an 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 to meet to discuss the 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 3122.02, 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

Revised 11/04
Revised 7/9/12
T.C. 11/23/15

3170 - SUBSTANCE ABUSE

The Board recognizes alcoholism and drug abuse as treatable illnesses.

A professional staff member having an illness or other problem relating to the use/abuse of alcohol or other drugs will receive the same careful consideration and offer of assistance that is presently extended to professional staff members having any other illness.

The responsibility to correct unsatisfactory job performance or behavior resulting from a substance abuse problem rests with the professional staff member. Failure to do so, for whatever reason, will result in appropriate corrective or disciplinary action as determined by the Board.

No professional staff member will have his/her job security or promotion opportunities jeopardized solely on the basis of his/her request for counseling or referral assistance.

Professional staff members who suspect they may have an alcohol or other drug abuse problem are encouraged to seek counseling and information on a confidential basis by contacting resources available for such service.

Please refer to Board Policy 3122.01 on Drug-Free Workplace for additional requirements for professional staff members.

I.C. 20-26-5-4
29 U.S.C. 794

Revised 2/23/15
T.C. 11/23/15

3210 - STAFF ETHICS, ATTITUDES, AND RESPONSIBILITIES

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, the Board expects all professional staff members to maintain high standards in their working relationships.

The individual teacher shall have freedom with regard to classroom plans, procedures, and presentations in proportion to his/her ability to secure desirable results and so long s/he is not in conflict with the general administrative rules and regulations of the school or the School Corporation, and/or the Indiana Department of Education.

During work hours staff are expected to avoid interruptions which interfere with productive use of instructional time. Personal communications made or received on a wireless communication device, a regular telephone, or network computer can interfere with employee productivity and distract others in the learning environment. Employees are expected to limit personal communications to breaks and lunch periods, and to inform friends and family members of the Board's policy in this regard.

The teacher is expected to make a sincere and honest effort to gain and keep the respect and good will of his/her fellow teachers, the students in his/her classroom and their parents, the administration and the citizens in the school community.

The teacher is responsible for keeping his/her principal informed regarding matters which pertain to his/her teaching and other school responsibilities. S/He is expected to take the initiative in bringing up and discussing with the principal matters which concern the welfare of his/her students or the school, or which might affect his/her effectiveness as a teacher.

Since children are affected by the personality of the teacher as well as what s/he teaches, the teacher's personality must be wholesome, empathetic and stimulating to children. It is expected, therefore, that the personality of the teacher will be characterized by friendliness, poise, emotional stability, patience and a wholesome sense of humor.

Teachers are required to maintain in their personal and social lives, ethical and moral standards that are acceptable, and expected in the school community.

The teacher is expected to identify himself/herself with and participate in professional activities and organizations that will ensure his/her continuous growth.

Teachers are encouraged to participate in school and community activities over and above those stipulated or implied in his/her contract.

Teachers are required to attend promptly all general staff meetings called by the Board, the Superintendent, or the building principal, except when they have been specifically excused by the person calling the meeting. They are also encouraged to attend and participate in meetings called by the officers of their own professional organizations.

Teachers are expected to attend a reasonable number of after-school departmental, grade level, subject area, curriculum study, etc. meetings as called by department chairman, school principals, or Assistant Superintendent of Instruction.

Revised 3/02
Revised 3/8/10
T.C. 11/23/15

3211 - 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
T.C. 11/23/15
Revised 2/8/16

3213 - STUDENT SUPERVISION AND WELFARE

Professional staff members shall maintain a standard of care for the supervision, control, and 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. A professional staff member shall immediately report to a building administrator any accident, safety hazard, or other potentially harmful condition or situation s/he detects.

B. A professional staff member shall provide proper instruction in safety matters as presented in assigned course guides.

C. Each professional staff member shall immediately report to a building administrator knowledge of threats of violence by students.

D. A professional staff member shall not send students on any personal errands.

E. A professional staff member 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 staff member will subject the offender to potential criminal prosecution and disciplinary action by the Board up to and including termination of employment.

F. If a student approaches a staff member 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 staff member 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. Any staff member who determines that a student is in need of services shall report the matter to appropriate authorities. However, under no circumstances should a staff member attempt, unless properly licensed and authorized to do so, to counsel, assess, diagnose, or treat the student's problem or behavior, nor should any such staff member inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law.

G. A professional staff member shall not transport students in a private vehicle without the approval of the principal, parent and/or guardian.

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

I. Staff members 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 solely and directly related to curricular matters or co-curricular/extracurricular events or activities with prior approval of the principal.

J. Staff members 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 staff member 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

Revised 11/04
Revised 7/9/12
T.C. 11/23/15

3214 - STAFF GIFTS

The Board discourages the presentation of gifts to professional staff members by students and their parents because it could embarrass students with limited means and gives the appearance of currying favor.

It is the policy of the Board that no professional staff member should expect or accept gifts for carrying out the terms of his/her teaching contract.

If a staff member has provided an unusual amount of extra help for a student and the parents insist on showing appreciation, expression other than money may be accepted.

The Board does recognize, though, that gift-giving to professional staff members at Christmas fits the spirit of the season and gift-giving at the close of an academic year is a part of tradition. At these times, gifts other than money may be accepted; however, teachers should not open gift(s) in class or comment on item(s) in front of students.

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.

Professional staff members 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, professional staff members 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, professional staff members 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 professional staff member 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 electronic devices, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a professional staff member receives such compensation, albeit unsolicited, from a vendor, the professional staff member 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. 35-44.1-1-3.

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

Revised 7/28/03
Revised 1/28/08
Revised 9/14/15
T.C. 11/23/15

3215 - USE OF TOBACCO BY PROFESSIONAL STAFF

The Board recognizes that the use of tobacco presents a health hazard 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 professional staff members 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 USC 6081 et seq, 20 U.S.C. 7182

Revised 7/9/12
Revised 10/27/14

3216 - STAFF DRESS AND GROOMING

The Board believes that professional staff members set an example in dress and grooming for their students to follow. A professional staff member who understands this precept and adheres to it enlarges the importance of his/her task, presents an image of dignity, and encourages respect for authority. These factors act in a positive manner towards the maintenance of discipline.

The Board retains the authority to specify the following dress and grooming guidelines for staff that will prevent such matters from having an adverse impact on the educational process. All professional staff members shall, when assigned to Corporation duty:

A. be physically clean, neat, and well groomed;

B. dress in a manner consistent with their professional responsibilities;

C. dress in a manner that communicates to students a pride in personal appearance;

D. dress in a manner that does not cause damage to Corporation property;

E. be groomed in such a way that their hair style or dress does not disrupt the educational process nor cause a health or safety hazard.

T.C. 11/23/15

3217 - WEAPONS

The Board prohibits professional staff members 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 a professional staff member is not prohibited from possessing a firearm or ammunition that is locked in the trunk of the professional staff member's vehicle, kept in the glove compartment of the professional staff member's locked vehicle, or stored out of plain sight in the professional staff member'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 employee who violates this policy to law enforcement officials. The staff member 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

Revised 3/02
Revised 2/24/03
Revised 12/11/06
Revised 5/9/11
Revised 10/27/14

3220 - STAFF EVALUATION

The Board shall adopt a plan for annual performance evaluations of each certificated employee, as defined in I.C. 20-28-11.5-0.5, employed by the School Corporation. This includes each certificated employee as defined in I.C. 20-29-2-4 and, in each school year beginning after June 30, 2014, each teacher as defined in I.C. 20-18-2-22. This plan may be amended as needed, subject to any required discussion with the teachers or the teachers' representative if there is one.

The plan approved by the Board shall include the following components:

A. performance evaluations for all certificated employees, as defined in I.C. 20-28-11.5-0.5, conducted at least annually;

B. objective measures of student achievement and growth to significantly inform the evaluation. The objective measures must include:

1. student assessment results from statewide assessments for certificated employees whose responsibilities include instruction in subjects measured in statewide assessments;

2. methods for assessing student growth for certificated employees who do not teach in areas measured by statewide assessments; and

3. student assessment results from locally developed assessments and other test measures for certificated employees whose responsibilities may or may not include instruction in subjects and areas measured by statewide assessments;

C. rigorous measures of effectiveness, including observations and other performance indicators;

D. an annual designation of each certificated employee, as defined in I.C. 20-28-11.5-0.5, in one (1) of the following rating categories:

1. highly effective

2. effective

3. improvement necessary

4. ineffective

E. an explanation of the evaluator's recommendations for improvement, and the time in which improvement is expected;

F. a provision that a teacher who negatively affects student achievement and growth cannot receive a rating of highly effective or effective;

G. for annual performance evaluations for school years beginning after June 30, 2015, provide for a pre-evaluation planning session conducted by the Superintendent or equivalent authority for the Corporation with the principals in the Corporation;

H. discussion of the evaluation between the evaluated employee and the evaluator.

In developing a performance evaluation model, the Corporation may consider the following:

A. test scores of students (both formative and summative)

B. classroom presentation observations

C. observation of student-teacher interactions

D. knowledge of subject matter

E. dedication and effectiveness of the teacher through time and effort on task

F. contributions of teachers through group teacher interactivity in fulfilling the school improvement plan

G. cooperation of the teacher with supervisors and peers

H. extracurricular contributions of the teacher

I. outside performance evaluations

J. compliance with Corporation rules and procedures

K. other items considered important by the Corporation in developing each student to the student's maximum intellectual potential and performance

The Corporation's annual performance evaluation plan shall be in writing and shall be explained to the Board in a public meeting before the evaluations are conducted. Prior to the plan being explained to the Board, the Superintendent shall discuss the plan with the teachers or the teachers' representative, if there is one. This discussion is not subject to the Open Door Law. The plan is not subject to bargaining; however, discussion of the plan shall be held.

The Principal of each school in the Corporation shall report in the aggregate the results of staff performance evaluations for the school for the previous year to the Superintendent and the Board at a public Board meeting held before August 15 of each year on the schedule determined by the Board. Before presentation to the Board, the Superintendent shall discuss the report of completed evaluations with the teachers or the teachers' representative, if there is one. This discussion is not subject to the Open Door Law. The report of completed evaluations is not subject to bargaining; however, discussion of the report shall be held.

The Corporation annually shall provide the Indiana Department of Education with the disaggregated results of staff performance evaluations for all schools in the Corporation before November 15 of each year.

I.C. 20-18-2-22
I.C. 20-28-11.5-0.5
I.C. 20-28-11.5-4
I.C. 20-28-11.5-9
I.C. 20-29-2-4

Revised 3/02
Revised 9/3/03
Revised 7/9/12
Revised 2/8/16

3231 - OUTSIDE ACTIVITIES OF STAFF

The Board directs the Superintendent to promulgate the following guidelines so that staff members may avoid situations in which their personal interests, activities, and associations may conflict with the interests of the Corporation. If nonschool activities threaten a staff member's effectiveness within the school system, the Board reserves the right to evaluate the impact of such activity upon a staff member's responsibility to the students and to the Board.

A. Staff members should not give school time to an outside activity without valid reason to be excused from assigned duties.

B. Staff members shall not use school property or school time to solicit or accept customers for private enterprises without written administrative permission.

C. Staff members shall not campaign on school property during duty hours on behalf of any political issue or candidate for local, State, or National office.

D. Staff members may not accept fees for tutoring when such tutoring is conducted during the normal work day.

E. Staff members may not accept fees for remedial tutoring of students currently enrolled in one (1) or more of their classes.

Research and Publishing

A. Professional staff members are encouraged to contribute articles to professional publications and to engage in approved professional research.

B. Publications and productions shall be subject to the following copyright provisions:

1. Rights to copyrights or patents of books, materials, devices, etc. developed by professional staff members on their own time will be relinquished by the Board upon request of the staff member provided that:

a. the books, materials, devices, etc. were prepared without the use of Corporation data, facilities, and/or equipment;

b. the Corporation is granted the privilege of purchasing the materials or products free of any copyright or royalty charges;

c. the staff member does not become involved in any way in the selling of the product to the Corporation.

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

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

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

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

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

I.C. 35-44-2-4(f)

Revised 8/11/08
T.C. 11/23/15

3241 - PROFESSIONAL ASSOCIATIONS

The Board encourages professional staff members to maintain active memberships in local, State, and National organizations which have as their purpose the improvement and expansion of the professional role of teachers and welfare of students.

Every professional staff member, however, shall be accorded freedom of choice, and shall be assured that decisions affecting their welfare shall be made without regard to membership in professional organizations.

T.C. 11/23/15

3242 - PROFESSIONAL GROWTH REQUIREMENTS

The Board believes that study is a prerequisite for professional growth of staff and, therefore, encourages the participation of professional staff members in in-service and other training programs. The Superintendent shall plan and implement a program of staff development for professional staff members.

The Board may reimburse staff members for the costs incurred in participation of such programs.

T.C. 11/23/15

3243 - PROFESSIONAL MEETINGS

The Board encourages opportunities for professional staff members to develop increased competence beyond that which they may attain through the performance of their assigned duties through attendance at professional meetings.

For purposes of this policy, a professional meeting shall be defined as any meeting that is related to the activities, duties, or responsibilities of professional staff members as determined by the Superintendent.

The Superintendent shall prepare administrative guidelines to implement this policy.

I.C. 20-28-3-4

T.C. 11/23/15

3310 - FREEDOM OF SPEECH IN NONINSTRUCTIONAL SETTINGS

The Board acknowledges the right of its professional staff members, as citizens in a democratic society, to speak out on issues of public concern. When those issues are related to the Corporation, however, the professional staff member's expression must be balanced against the interests of this Corporation.

The following guidelines are adopted by the Board to help clarify and, therefore, avoid situations in which the professional staff member's expression could conflict with the Corporation's interests. In situations in which the professional staff member is not engaged in the performance of professional duties s/he should:

A. state clearly that his/her expression represents personal views and not necessarily those of the School Corporation;

B. refrain from expressions that would disrupt harmony among co-workers or interfere with the maintenance of discipline by school officials;

C. not make abusive or personally defamatory comments about co-workers, administrators, or officials of the Corporation;

D. refrain from making public expressions which s/he knows to be false or are made without regard for truth or accuracy;

E. not make threats against co-workers, supervisors, or Corporation officials.

Violations of these guidelines may result in disciplinary action up to and including termination.

I.C. 20-28-10-14

T.C. 11/23/15

3362 – TITLE IX/DISCRIMINATION COMPLAINT PROCEDURES

Any person who feels that the school corporation has discriminated against him/her on the basis of sex may use the complaint procedure explained below or may file a complaint directly to the building principal or the Title IX Coordinator of the school corporation. Filing of a complaint or otherwise reporting sexual discrimination will not reflect upon the individual's status nor will it affect future educational or employment opportunities for the individual. The school corporation's sexual harassment grievance procedure must be followed for complaints alleging sexual harassment.

Any employee who feels that the school corporation has discriminated against him/her on the basis of race, color, age, religion, national origin, and disability should use the complaint procedure set out in this policy.

The right of confidentiality will be respected consistent with the school corporation's legal obligations and the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

Reporting Sexual Discrimination

All reports of sexual discrimination will be handled in the following manner:

(a) Reports must be in writing on forms supplied by the Corporation (if a verbal complaint is made, the school official should file a written report);

(b) Reports must name the person(s) charged with sexual discrimination and state the facts;

(c) Reports must be presented to the building principal where the alleged conduct took place. The building principal shall inform the Title IX Coordinator of all filed reports;

(d) The building principal who receives a report shall thoroughly investigate the alleged sexual discrimination and attempt to resolve the matter at the building level;

(e) If the building principal cannot resolve the matter or is one of the persons named in the complaint, the complaint should be referred to the Title IX Coordinator. The Title IX Coordinator should investigate the matter and attempt to resolve the complaint.

(f) The report and the results of the investigation will be presented to the superintendent, and then to the Board of School Trustees in executive session by the superintendent; and

(g) The Board of School Trustees will take whatever action it deems appropriate. The name of the complainant will not be released to the public unless required by law.

3362.01 - THREATENING AND/OR INTIMIDATING BEHAVIOR TOWARD STAFF MEMBERS

The Board believes that a staff member should be able to work in an environment free of threatening or intimidating speech or actions.

Threatening behavior consisting of any words or deeds that intimidate a staff member or cause anxiety concerning his/her physical well-being is strictly forbidden. Any student, parent, visitor, staff member, or agent of this Board who is found to have threatened a member of the staff will be subject to discipline and reported to the principal. The principal shall immediately make an oral report to the local law enforcement agency.

The Superintendent shall implement guidelines whereby students and employees understand this policy and appropriate procedures are established for prompt and effective action on any reported incidents.

I.C. 20-20-33-9-2 et seq., 34-30-2-85.1, 35-45-2-1

Revised 3/02
T.C. 11/23/15

3362.02 - ASSAULT OR PERSONAL INJURY

Absence due to Assault or Personal Injury – In the event a teacher is absent due to an injury or assault sustained in the performance of his/her job duties which is determined to be compensable under Worker's Compensation Laws, the teacher will receive:

A. Full salary for the first seven (7) school days of absence.

B. The difference between the daily rate paid through Worker's Compensation and the teacher's daily salary for a period of thirty eight (38) additional school days of absence.

C. In no case will the teacher receive more than his/her daily rate.

D. Absence for the forty-five (45) school days described above will not be charged against a teacher's sick leave.

E. Continued benefits of Worker's Compensation will be eligible to the teacher after a forty-five (45) day period.

F. The need for absence during any of the first seven (7) school days must be validated by the teacher's physician. In the event that Worker's Compensation is to be used it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's Compensation.

G. Time for appearance before a judicial body or legal authority as a result of assault by a student or outsider will not result in loss of wages or in reduction of accumulated sick leave of the teacher.

Revised 3/02

3362.03 – SEXUAL HARASSMENT GRIEVANCE PROCEDURE

I. Policy Statement

It is the policy of Wa-Nee Community Schools to maintain a learning and working environment that is free from sexual harassment.

It shall be a violation of this policy for any employee of the School Corporation to harass another employee or student through unwelcome conduct or communications of a sexual nature as defined in Section II. It shall also be a violation of this policy for students to harass other students through unwelcome conduct or communication of a sexual nature as defined in Section II. The use of the term "employee" also includes non-employees and volunteers who work subject to the control of school authorities.

The School Corporation will promptly:

1. investigate all complaints, written or verbal, of sexual harassment taken place at school or any school-sponsored activity within the United States;
2. take appropriate action to stop any harassment;
3. take appropriate action against any student or school employees who violates this policy; and
4. take any other action reasonably calculated to end and prevent further harassment of school employees or students.

The Title IX Coordinator is the person designated by the School Board to receive complaints of harassment and oversee the investigation of those complaints as described in this policy.

The Title IX Coordinator may be contacted at:

Mrs. Gretchen Thomas
gthomas@wanee.org
574-773-3131
1300 North Main Street
Nappanee, IN 46550

The School Board will prominently display the contact information for the Title IX Coordinator and this policy on its website and in each student and employee handbook.

Applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the School Board will be notified of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. The notification must also include the School Board does not discriminate on the basis of sex in its education program or activity, it is required by Title IX not to discriminate in such a manner, the requirement not to discriminate extends to admission and employment, and inquiries about the application of Title IX may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

II. Definitions

Prohibited Conduct

Harassment Based on Sex

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. an employee of the School Corporation conditioning the provision of an aid, benefit, or service of the School Corporation on an individual's participation in unwelcome sexual conduct;
2. unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School Corporation's education program or activity; or
3. "sexual assault" as defined in 20 U.S.C. § 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. § 12291(a)(10), "domestic violence" as defined in 34 U.S.C. § 12291(a)(8), or "stalking" as defined in 34 U.S.C. § 12291(a)(30).

Types of Sexual Harassment

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when made by any employee to a student, when made by any employee to another employee, or when made by any student to another student when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education.
2. Submission to or rejection of such conduct by an individual is used as a basis for academic or employment decisions affecting that individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's academic or professional performance or creating an intimidating, hostile, or offensive employment or educational environment.
4. Denial of an employment or educational opportunity of others occurs directly because an employee or a student submits to unwelcome requests for sexual favors made by a supervisor or teacher which results favorably for that employee or student.
5. Such conduct is engaged in by volunteers and/or non-employees over which the school corporation has some degree of control of their behavior while on school property.

Unwelcome Conduct of a Sexual Nature

1. Conduct of a sexual nature may include verbal or physical sexual advances and/or comments regarding physical or personality characteristics of a sexual nature.
2. Verbal or physical conduct of a sexual nature constitutes sexual harassment when the allegedly harassed employee has indicated, by his or her conduct or verbal objection, that it is unwelcome.
3. In the situation involving sexual harassment by an adult of an elementary student, unwelcomeness of the harassment is presumed and is not a factor to be considered.
4. An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome for any such subsequent conduct to be deemed unwelcome.

Examples of Sexual Harassment

Sexual harassment may include but is not limited to the following:

1. Verbal harassment or abuse.
2. Repeated remarks to a person with sexual or demeaning implications.

3. Unwelcome touching.
4. Pressure for sexual activity.
5. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, promotion, and/or salary increase.

III. Complaint Procedures

Report

Any student or school employee who believes he or she has been the victim of sexual harassment prohibited by this policy by a student, a school employee, or a third party should report the alleged harassment to the Title IX Coordinator or any school employee. The alleged harassment should be reported as soon as possible, and the report generally should be made within fifteen (15) school days of the occurrence.

Any student who has knowledge of conduct which may constitute sexual harassment should report such conduct to the Title IX Coordinator or any school employee. Any school employee who has notice that a student or a school employee may have been a victim of sexual harassment shall immediately report the alleged harassment to the Title IX Coordinator. Any complaint that involves the Title IX Coordinator should be reported to the superintendent. Oral or written reports are acceptable.

The complaint, the identity of the person allegedly harassed, and the alleged harasser will be disclosed only to the extent necessary to fully investigate the complaint and only when such disclosure is required or permitted by law. Additionally, a person allegedly harassed who wishes to remain anonymous shall be advised that such confidentiality may limit the School Corporation's ability to fully respond to the complaint.

After receiving a complaint, the Title IX Coordinator makes an initial determination whether the allegations may be sexual harassment prohibited by this policy. If the allegations are deemed as such, the Title IX Grievance Process below must be followed.

Definitions

"Actual knowledge" means notice of sexual harassment or allegations of sexual harassment prohibited by this policy to the Title IX Coordinator or any school official who has authority to institute corrective measures or to any school employee.

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment prohibited by this policy.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment prohibited by this policy and requesting the allegation be investigated. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail. When the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a party to the formal complaint. The allegations in a formal complaint must be investigated. In response to a formal complaint, the Title IX Grievance Process set out in this policy must be followed.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment prohibited by this policy.

"Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing

of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School Board's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security or monitoring of school property, and other similar measures. Any supportive measures provided are confidential, to the extent that maintaining such confidentiality does not impair the ability to provide supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Title IX Grievance Process

Any person may report sexual harassment (whether or not the person reporting is the victim of conduct that could constitute sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time, including non-business hours, by using the telephone number or electronic mail address, or by mail to the address listed for the Title IX Coordinator.

The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain the process for filing a formal complaint.

Complainants and respondents will be treated equitably by offering supportive measures to a complainant and by following this grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

This process does not preclude a respondent from being removed from the education program or activity on an emergency basis, provided that an individualized safety and risk analysis determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal and that the respondent is provided with notice and an opportunity to challenge the decision immediately following the removal.

This process does not preclude an employee who is a respondent from being placed on administrative leave during the grievance process.

This grievance process treats complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following this process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies are designed to restore or preserve equal access to education programs or activities.

The respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

All relevant evidence is evaluated objectively. Credibility determinations are not based on a person's status as a complainant, respondent, or witness.

Any Title IX Coordinator, investigator, or decision makers may not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Title IX Coordinators, investigators, and decision makers must receive training on the definition of sexual harassment, the scope of the School Board's education program or activity, how to conduct an investigation and grievance process including appeals, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Decision makers are required to receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators are required to receive training on issues of relevance in order to create investigative reports that fairly summarize relevant evidence.

A finding of responsibility may result in any disciplinary action up to and including expulsion for students or dismissal of employees.

The standard of evidence used to determine responsibility is a preponderance of the evidence.

This grievance process does not allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege.

Notice of Allegations

On receipt of a formal complaint, the Title IX coordinator gives the following written notice to the parties:

1. notice of the grievance process, and
2. notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details known at the time. Sufficient details shall include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. This notice must be given with sufficient time to prepare a response before any initial interview.

   The written notice must also include:

   1. a statement the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
   2. information the parties may have an advisor of their choice, and may inspect and review evidence; and
   3. information about any provisions in the School Board's code of conduct or other policies that prohibit knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, notice of the additional allegations must be provided to the parties whose identities are known.

Dismissal of Formal Complaint

A formal complaint or any allegations therein must be dismissed if the conduct alleged in the complaint

1. would not constitute sexual harassment prohibited by this policy even if proved,
2. did not occur in the School Board's education program or activity, or
3. did not occur against a person in the United States.

Such a dismissal does not preclude action under another provision of the School Board's code of conduct or policy.

A formal complaint or any allegations therein may be dismissed if at any time during the investigation:

1. a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
2. the respondent is no longer enrolled or employed by the School Board; or
3. specific circumstances prevent the School Board from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Investigation of Formal Complaint

When investigating a formal complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the School Corporation and not the parties. A party's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party will not be accessed, considered, disclosed or otherwise used without the voluntary, written consent of the party's parent, or the party if the party is an eligible student, to do so for this grievance procedure if such records are required as part of the investigation or determination of responsibility.

The parties will have an equal opportunity to present witnesses, including fact and expert witnesses, and any inculpatory and exculpatory evidence.

The ability of the parties to discuss the allegations under investigation or to gather and present relevant evidence is not restricted.

The parties have the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be an attorney. The choice or presence of advisor for either the complainant or respondent is not limited in any meeting or grievance proceeding.

Any party whose participation is invited or expected is provided written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.

The investigator must provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence which will not be relied upon in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

Prior to the completion of the investigative report, the investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator must consider prior to completion of the investigative report.

The investigator shall write an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the time a determination regarding responsibility is made, send to each party and the party's

advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

The investigative report will be provided to the parties and the decision maker within 35 days from the date the formal complaint is filed.

After the investigator has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker must afford each party the opportunity to submit written, relevant questions the party wants to be asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision maker must explain to the party proposing the question of any decision to exclude a question as not relevant.

Determination Regarding Responsibility

The decision maker, who is not the same person as the Title IX Coordinator or the investigator, must issue a written determination regarding responsibility.

The written determination must include the following:

1. identification of the allegations potentially constituting sexual harassment prohibited by this policy;
2. a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
3. findings of fact supporting the determination;
4. conclusions regarding the application of the School Board's code of conduct or other policy provisions to the facts;
5. a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary actions recommended against the respondent, and whether remedies designed to restore or preserve equal access to the School Board's education program or activity will be provided to the complainant; and
6. the procedures and permissible bases for the complainant and respondent to appeal.

A determination of responsibility decision will be issued within 10 working days from the date the investigative report is submitted to the decision maker.

The decision maker must provide the written determination regarding responsibility to the parties simultaneously.

The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appeals

Either party may appeal within 5 working days from the date the written determination regarding responsibility is given to the parties.

Either party may appeal from a determination regarding responsibility or a dismissal of a formal complaint or any allegations therein, on the following bases:

1. procedural irregularity that affected the outcome of the matter;
2. new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. the Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

Notification of appeal must be given in writing to the Title IX Coordinator.

For all appeals, the Title IX Coordinator will

1. notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
2. ensure the decision maker for the appeal is not the same person as the decision maker that reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator; and
3. ensure the decision maker for the appeal complies with the standards outlined in this policy.

The appeal decision maker will

1. give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
2. review the evidence gathered by the investigator, the investigator's report, and the decision maker's written decision;
3. issue a written decision describing the result of the appeal and the rationale for the result; and
4. provide the written decision simultaneously to both parties and the Title IX Coordinator.

Any appeal will be resolved with 15 calendar days from the filing of the appeal.

The determination regarding responsibility becomes final if an appeal is filed on the date the parties are provided with the written determination of the result of the appeal or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Temporary delays of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action are permitted. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; disciplinary processes required by law or School Board policy; or the need for language assistance or an accommodation of disabilities.

Recordkeeping

The School Board will maintain for a period of seven years records of:

1. each investigation of allegations of sexual harassment prohibited by this policy including any determination regarding responsibility and any audio or audiovisual recording or transcript, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to School Board's education program or activity;

2. any appeal and the result of the appeal; and
3. all materials used to train Title IX Coordinators, investigators, decision makers, and any person who facilitates an informal resolution process. These materials will also be made available on the School Corporation's website.

For each response required under this policy and federal law, the School Board must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment prohibited by this policy. In each instance, the School Board will document the basis for its conclusion that its response was not deliberately indifferent, and document it has taken measures designed to restore or preserve equal access to its education program or activity. If the School Board does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

IV. Retaliation

Retaliation against students or school employees who report harassment or participate in any related proceedings is prohibited. The school corporation shall take appropriate action against students or school employees who retaliate against any student or school employee who reports alleged harassment or participates in related proceedings. The Title IX Coordinator will inform persons who make complaints, who are the subject of complaints, and who participate in investigations of how to report any subsequent retaliatory actions.

V. False Charges

Students or school employees who knowingly make false charges of harassment shall be subject to disciplinary action as well as any civil or criminal legal proceedings.

Legal Refs: 20 U.S.C. §§ 1681-1688.
42 U.S.C. §§ 2000d-2000d-7.
42 U.S.C. §§ 2000e-2000e-17.
42 U.S.C. § 2000ff-1.
34 C.F.R. 106.2, 106.8,106.9, 106,30, 106.44, 106.45, 106.71.

3410.01 - COMPENSATION FOR PART-TIME STAFF

A part time teacher shall be a certified teacher who is contracted to work a reduced school day each student day for the scheduled school year or who is contracted for the scheduled school year but less than 180 student days.

A part time teacher as part of their contract:

A. Shall attend all faculty meetings and any other meetings which any other teacher would be required to attend.

B. Shall participate in any parent-teacher conferences including those scheduled by the school, such as parent-night, open house, SWAP Day or others.

C. Shall attend teacher orientation, in-service, record day and any other day that may be scheduled for any teacher.

A part time teacher shall have the following fringe benefits:

A. Reduced day for scheduled school year:

1. The number of sick leave, personal leave and emergency leave days awarded will be the same as a full-time teacher;

2. However, if such teacher becomes a full-time teacher any unused days will be prorated and accumulated based on the percent the part-time teaching position is of a full-time teaching position rounded to a half-day.

B. Full days for the scheduled school year but less than 180 student days:

1. The number of sick leave, personal leave or emergency leave days awarded will be prorated based on the percent the number of days scheduled to work is of 180 days rounded to the half-day;

2. If such Part-Time Teacher becomes a full-time teacher, any unused days will be accumulated in their entirety.

C. Health insurance:

If the time worked allows the teacher to be eligible for health insurance coverage as defined in the Health Insurance Master Policy, the Board contribution shall be limited to the ratio that part-time contract is of a full-time contract times the Board contribution for a full-time teacher.

D. Other benefits and/or Board support of such benefits will be prorated as applicable.

Salary will be determined as follows:

A. Reduced days for the scheduled school year:

1.

Salary will be established based on the ratio of the number of periods taught to the number of scheduled periods taught (or supervised) by the majority of the full-time, core teachers in that building; *

*Supervision of a middle school homeroom would count as a half period.

2.

Such teacher's preparation time is reflected in the formula for establishing salary and the teacher will be expected to attend meetings and parent conferences;

3.

Inservice, orientation and record day will be paid at the full-time daily rate as part of the 183 days of the contract.

B. Less than 180 student days

1.

Salary will be established based on the daily rate times the number of days scheduled to teach;

2. Such teacher will have scheduled a paid preparation period and will be expected to attend meetings and parent conferences;

3. Inservice, orientation and record day will be included in the contract in addition to student days.

Credit toward experience:

Credit toward experience will be earned for each day worked or part day worked.

Revised 3/02
T.C. 11/23/15

3415 - SEVERANCE PAY

All professional staff members, not covered by the terms of a negotiated agreement, who present evidence of retirement from active service with the Board shall be granted severance pay for their accrued but unused sick leave days.

The Board authorizes the payment to a retiring professional staff member of his/her unused sick leave days under the conditions established in the Superintendent's administrative guidelines.

For purposes of this policy, "retirement" means retirement under the State Teachers Retirement Fund (S.T.R.F.) and does not include disability retirement.

Payment of severance pay shall eliminate all obligations of the Board at the time of retirement from any further payment or restoration of sick leave unused.

T.C. 11/23/15

3419 - GROUP HEALTH PLANS

The 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 1/26/04
Revised 2/23/15
T.C. 11/23/15
Revised 5/8/17

3419.01 - PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS

The 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 Business Manager 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 1/26/04
Revised 9/29/10
Revised 4/28/14
T.C. 11/23/15
Revised 5/8/17

3419.03 - 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

3421 - BENEFITS FOR ADMINISTRATORS

It is the Board's desire to make available or provide, within the limits of law and sound fiscal management, certain benefits beyond an administrator's basic salary. Such benefits shall be recommended by the Superintendent, approved by the Board, and incorporated into the language of the administrator's Handbook.

Such benefits may include but not be limited to health insurance, vacation, outside work activities, retirement, and the like.

T.C. 11/23/15

3430 - 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 with the Wa-Nee Education Association.

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

The Board shall grant a leave of absence without loss of pay or time to any staff member 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. Such a leave shall also apply without pay to State active duty by order of the Governor. The staff member's vacation benefits, if any, will not be affected by this type of leave.

A professional staff member who has been employed for at least twelve (12) months and is the spouse, parent, grandparent, or sibling of a person who is ordered to active duty 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 staff member must have worked at least 1,500 hours during the twelve (12) month period immediately preceding the day the leave begins.

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

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

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

A. the position the staff member held before the leave, or

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

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

Any professional staff member selected by the State Superintendent of Public Instruction as teacher of the year and who agrees to be "ambassador for education" shall be granted a one (1) year professional leave to serve as ambassador during the ambassador's term. During the term of the leave, the Corporation shall continue to provide the professional staff member all benefits of employment with the Corporation other than salary. Following the term of the leave, the professional staff member may return to the Corporation to the same or a comparable position as the staff member held prior to the leave without loss of accrued benefits or seniority.

Any professional staff member 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)

Revised 1/26/04
Revised 1/28/08

3430.01 - FAMILY & MEDICAL LEAVES OF ABSENCE ("FMLA")

In accordance with Federal law, the 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)

Revised 3/02
Revised 10/11/04
Revised 8/11/08
Revised 3/8/10
Revised 9/29/10
Revised 4/28/14
T.C. 11/23/15

3437 - MILITARY SERVICE

The Board recognizes that military service by professional 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 professional 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.

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

A professional 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 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 a professional staff member has options as to when to take military leave, the staff member shall make every effort to schedule the leave to minimize the absence from their duties for the School Corporation. Professional staff members shall include a copy of any applicable military orders in their application for leave

for military service. The staff member shall submit notice of the need for this leave to the Superintendent or a designee as soon as the 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 professional 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 3/8/10
T.C. 11/23/15

3440 - JOB-RELATED EXPENSES

The Board may provide for the payment of the actual and necessary expenses, including traveling expenses, of any professional staff member of the Corporation incurred in the course of performing services for the Corporation, whether within or outside the Corporation, under the direction of the Board and in accordance with the Superintendent's administrative guidelines.

The validity of payments for job-related expenses shall be determined by the Superintendent.

The Board shall pay the expenses of professional staff members when they attend professional meetings approved in accordance with the policy of this Board and in accordance with the administrative guidelines of the Superintendent.

I.C. 20-26-5-4

T.C. 11/23/15

3531 - WORK STOPPAGE

The Board is obligated and committed to provide certain basic services to students participating in Corporation programs. Therefore, if the schools are open and the students are in attendance, those basic services will be provided.

Recognizing the fact that the Corporation, for various reasons, could have a work stoppage, slowdown, or "work to contract", the Board remains committed to providing services to the schools and will fulfill its obligations.

Professional staff members are required at all times to perform their normal duties as assigned by the Superintendent. Professional staff members who fail to perform their duties when so required will be subject to loss of pay and disciplinary measures in accordance with the policies of this Board, the laws of the State, and may be subject to the loss of benefits as well.

I.C. 20-29-9-1 et seq.

T.C. 11/23/15

3535 - TELEWORK

"Telework" is defined as the performance of the essential functions of one's job description in a work location. Telework is not an entitlement; it is a job assignment for employees to complete their assigned duties and responsibilities from a location other than their assigned school or office.

To be eligible for participation in the telework program an employee's most recent performance evaluation must have been "meets standards/effective" or equivalent. An employee's performance when teleworking will be monitored in the same manner as all employees at their assigned school or office.

The following employees may not be eligible for a telework agreement:

- School-based employees when schools are in session. "Schools in session" means any day that students are scheduled to be in class.

Work Location

The work location must be free of distractions, and the employee must be accessible by email and/or phone during work hours. Employees are required to attend meetings in person when directed by their supervisor.

Circumstances That May Warrant Teleworking

1) The supervisor may authorize employees other than those identified as essential, who would otherwise report to work during emergency school closings, to instead work from an approved work location.
2) When schools are closed for the summer break, the supervisor may authorize eligible employees to work from the alternate work location periodically on an agreed-upon schedule if they are not assigned summer school responsibilities.
3) Completion of special project work that requires minimal interruptions that is approved by the supervisor.
4) Unusual circumstances such as construction, accident, or natural disaster that make the assigned work location inaccessible/uninhabitable.

Guidelines for Telework

1) Telework is not a substitute for appropriate child care. If there is a child in the alternate work location, there must be a qualified adult supervising the child other than the employee for the duration of the agreed-upon work hours.
2) Telework may not be used in lieu of taking sick leave.
3) Employees approved for telework must comply with all Wa-Nee policies and procedures including contracts and work schedules, and meet all evaluation performance standards.
4) Work-related injuries that occur in the alternate work location must be reported to the supervisor and require adherence to the worker's compensation guidelines.
5) Employees are responsible for maintaining and protecting equipment on loan from the employer. Equipment on loan shall be used for work-related purposes only and use is governed by the WCS Acceptable Use Policy.
6) Employees are responsible for protecting all data and ensuring compliance with all regulations regarding confidentiality of materials.

Procedures for Requesting Telework.

Employees desiring to telework on an as-needed basis should initiate the request with the immediate supervisor.

Authorization to telework will be determined by and is at the sole discretion of the superintendent.

There are no grievance and appeal rights regarding this process.

Approved 8/13/18

3615 – ADJUNCT TEACHERS

State law allows school corporations to hire and issue permits for full- or part-time adjunct teachers who have at least four years of experience in a school subject.

The Board will issue an adjunct teacher permit and an employment agreement for a period of one school year which can be renewed annually if the need for the adjunct teacher continues, and the superintendent makes a recommendation to continue employing the adjunct teacher. The pay for adjunct teachers will be recommended by the superintendent based upon experience and other non-discriminatory factors and approved by the Board.

The adjunct teacher must have four or more years of experience in the content area in which the adjunct teacher will teach.

An applicant for an adjunct teacher will be required to complete the same application process required by a licensed teacher.

The principal (or designee) will complete the evaluation of the adjunct teacher using the teacher evaluation process.

The superintendent may develop administrative procedures to implement this policy.

LEGAL REFERENCE: IC 20-28-5-27

Adopted 9/12/2022

3718 – STAFF MEMBER EDUCATION TECHNOLOGY ACCEPTABLE USE AND SAFETY

Staff members are expected to utilize Corporation Technology Resources and Information Resources to promote educational excellence in our schools by providing students with the opportunity to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources in enriching educational activities. The instructional use of the Internet and online educational services will be guided by Board Policy **2520** – Selection of Instructional Materials and Equipment.

The Internet is a global information and communication network that provides students and staff with access to up-to-date, highly relevant information that will enhance their learning and the education process. Further, Corporation Technology Resources provide students and staff with the opportunity to communicate with other people from throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges and responsibilities.

Pursuant to Federal law, the Corporation has implemented technology protection measures that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by Federal Law. At the discretion of the Board or Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using Corporation Technology Resources if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures without express written consent of an appropriate administrator will be subject to disciplinary action, up to and including termination.

The Superintendent or Designee may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material, if access to such sites has been blocked inappropriately by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures. The Superintendent or Designee may also disable the technology protection measures to enable access for bona fide research or other lawful purposes.

Staff members will participate in professional development programs in accordance with the provisions of law and this policy. Training shall include:

A. the safety and security of students while using e-mail, chat rooms, social media, and other forms of direct electronic communications;

B. the inherent danger of students disclosing personally identifiable information online;

C. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc.), cyberbullying and other unlawful or inappropriate activities by students online; and

D. unauthorized disclosure, use, and dissemination of personally identifiable information regarding minors.

Furthermore, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security and specified above, and staff members will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

The disclosure of personally identifiable information about students online is prohibited.

Building principals are responsible for providing training so that users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the Corporation Technology Resources. All users of Corporation Technology Resources are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

Staff will be assigned a school email address that they are required to utilize for all school-related electronic communications, including those to students, parents, and other staff members.

Staff members are responsible for behavior comparable to that expected when they are in the classrooms, in school hallways, on other school premises and at school-sponsored events on Corporation Technology and Information Resources. Communications on Education Technology are often public in nature. The Board does not approve any use of its Technology Resources and Information Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines. Violations of this policy may result in disciplinary actions up to and including termination of employment.

General school rules for behavior and communication apply.

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of Technology Resources not authorized by this Board Policy and its accompanying guidelines.

The Board designates the Superintendent and the Technology Director as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to staff members' use of Corporation Technology and Information Resources.

LEGAL REFERENCES

47 USC 254
18 US 2510-2502
20 USC 1232g
18 USC 2511 *et seq.*
18 USC 2701 *et seq.*

Adopted 3/02
Revised 3/8/10
Revised 6/25/12
Revised 2/23/15
T.C. 1/27/16
Revised 8/28/17
REVISED 4/26/21

3718.01 STAFF MEMBERS USE OF TECHNOLOGY

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The School Board provides technology and information resources to support the educational and professional needs of its staff and students. The Board provides staff with access to the Internet for limited educational purposes only and utilizes online educational services and/or apps to enhance the instruction delivered to its students and to facilitate the staff's work. The Corporation's computer network and Internet system do not serve as a public access service or a public forum. This policy, its related administrative guidelines, any applicable employment contracts and/or collective bargaining agreements govern staff members' use of the Corporation's technology and information resources and staff members' personal communication devices when they are connected to the Corporation's computer network, Internet connection and/or online educational services and/or apps, or when used while the staff member is on Corporation-owned property or at a Corporation-sponsored activity as a school employee.

Staff members are prohibited from engaging in actions that are illegal or unkind when using Corporation technology and information resources. Staff members have no right or expectation to privacy when using Corporation technology and information resources including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the Corporation's computer network and/or Internet connection.

Staff members are expected to utilize Corporation technology and information resources to promote educational excellence in our schools by providing students with the opportunity to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The Board encourages teachers to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources in enriching educational activities.

Social Media Use

An employee's personal or private use of social media may have unintended consequences. Any employee's post which is inflammatory, related to matters of private concern that could compromise the Corporation's mission, undermine staff relationships, or cause a substantial disruption to the school environment are prohibited. This prohibition includes staff members' online conduct that occurs off school property including from the employee's private computer. Postings to social media should be done in a manner sensitive to the staff member's professional responsibilities. Violations of this prohibition may be subject to disciplinary action up to and including termination of employment.

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parent consent (see Board Policy 8330). Education records include a wide variety of information and posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential student or employee information may be disciplined, up to and including termination of employment.

ADOPTED 4/26/21