

RUSH COUNTY SCHOOLS

STAFF HANDBOOK

2022-2023

All Staff

Notice

This Handbook is not a contract. It has been prepared to provide you with a summary of Rush County Schools' policies, expectations, and current benefits. Flexibility is important in the area of personnel policies and benefits to promote growth and change. For that reason, the policies and benefits described in this Handbook may be discontinued or revised by Rush County Schools ("School" or "District") at any time, with or without notice, in light of organizational needs or changing conditions. If you have questions about this Handbook or your employment, please contact the Superintendent's Office.

Anti-Harassment/Non-Discrimination/GINA

The Board of School Trustees complies with all federal, state and local laws and regulations prohibiting discrimination.

The District 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 District's employment opportunities, programs and/or activities, or, if initially occurring off District grounds or outside the District's employment opportunities, programs and activities, affecting the District environment.

It is further the policy of the District to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment, occurring in the District's employment opportunities, programs, and/or activities. The School strictly adheres to all non-discrimination and anti-harassment laws and does not tolerate acts of harassment. The School has designated coordinators of non-discrimination and anti-harassment. The identity and contact information for these coordinators are listed on the School website. The coordinators are responsible for monitoring and ensuring compliance with all nondiscrimination and anti-harassment law. The coordinators shall document all reports of discrimination or harassment and establish a protocol for recordkeeping.

See Board Policy 3122 for more information, including reports and complaint procedure. To report suspected harassment, contact:

Mr. James Jameson, Superintendent
330 West 8th Street
Rushville, IN 46173
Phone: (765) 932-4186

. Violation of this Policy by an employee is grounds for disciplinary action up to and including termination. Additional information can be found at <https://www.dol.gov/agencies/ofccp/posters>

Confidentiality/FERPA

In the course of employment, employees often have access to, and process, confidential information relative to students and School employees. The inappropriate sharing of this information is considered a serious breach of professional responsibility and is grounds for disciplinary action up to and including termination.

Suspected Child Abuse or Neglect

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Child Services, Office of Child Protective Services by calling the Indiana Child Abuse and Neglect Hotline at 1-800-800-5556.. The employee shall immediately make the report to DCS and then immediately after notify a building-level administrator that the report was made. When a school employee reports a case of suspected child abuse, as required by state statute, the employee may provide a note for the administration to initial which provides written verification that the reported suspicion has been given to DCS or local law enforcement.

Background/Criminal History Information

To help ensure a safe environment, it is the policy of the District to require the completion of a criminal background investigation for prospective employees. In addition, each employee will be required to update their criminal history report every five years. Applicants and employees are required to provide any consents required to conduct or update their criminal background report, and failure to do so may be grounds for termination or removal of the applicant from consideration for a position. The District will assume the costs associated with employees obtaining an updated criminal history check every five years. Information and records obtained from criminal history reports under this policy are confidential and shall not be released except to a school employee authorized by the Superintendent.

Employee Disclosure of Criminal Arrests and Criminal Charges

Any employee subject to this policy is required to report any criminal arrest or the filing of any criminal charge that is related to the following: drugs or alcohol, physical violence, sexual conduct, damage to property, or theft or other dishonest conduct. The employee's reporting obligation applies as long as the employee remains employed by the District and includes any criminal arrest or criminal charge that occurs during non-work times such as weekends, holidays, and spring and summer break.

For purposes of this policy, a criminal arrest shall include being issued a criminal citation or being taken into custody by law enforcement officer for any of the above-described reasons.

The employee must report any criminal arrest or criminal charge to the Human Resources Department in writing within two working days of the date of the arrest or criminal charge filing. The employee must include the alleged offense, the date of the arrest or criminal charge, and the presiding court or law enforcement agency. The employee should not include any factual details concerning the nature of the alleged offense.

Failure to comply with this policy may result in disciplinary action up to and including termination.

Workplace Violence Prevention

The District is committed to preventing workplace violence and to maintaining a safe work environment. All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other hazardous devices or substances are prohibited from the premises without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a student, or a member of the public at any time, including off-duty periods, will not be tolerated. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to a supervisor or officer. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

Drug-free Workplace

Employees of the District are prohibited from possessing, using, distributing, or being under the influence of illicit drugs and/or alcohol on school premises or as a part of the schools' activities. In accordance with federal law, law enforcement agencies will be informed in writing when violations involving alcohol and/or illicit drugs occur within the school environment. Disciplinary sanctions will be imposed in accordance with procedures adopted by the Superintendent.

Tobacco-Free Schools

All school buildings and grounds, including athletic facilities are tobacco-free and e-cigarette free environments. Employees are expected to observe this restriction at all times. Violation may result in disciplinary action, up to and, including termination.

Travel While on Leave

An employee is required to remain in the immediate vicinity of his/her home while on leave pursuant to this Handbook, except to receive medical treatment or to attend ordinary and necessary activities directly related to personal or family needs. An employee who feels he or she has a need to leave the immediate vicinity of his or her home while on leave pursuant to this Handbook must submit a request for review by Human Resources. Human Resources will review the request to determine whether travel is warranted and will be approved.

Outside Employment During Leaves

Employees are prohibited from outside employment and other such commitments while on paid or unpaid leave without prior approval from the Superintendent or designee.

Family Medical and Military Leave

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave in any 12 month period to eligible employees for the following reasons:

- for the birth and care of the employee's newborn child;
- for placement with the employee of a child for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is:

1. a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or
2. a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of serious health condition."

Benefits and Protections

During FMLA leave, the District must maintain the employee's health coverage under all group health plans on the same terms as if the employee had continued to work. Upon return from FMLA leave, employees are entitled to reinstatement to the same or similar position with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible for FMLA leave if they have worked for the District for at least 12 months and have 1,250 hours of service in the 12 month period immediately preceding the need for family medical leave. The twelve (12) month period is defined as a rolling twelve (12) month period measured backward from the date the staff member uses FMLA leave (i.e. the "leave year" is specific to each individual staff member).

Definition of Serious Health Condition

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.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

District employees shall be required to take any applicable accrued leave such as sick leave along with FMLA-approved leave. Thus, paid leave shall run concurrently with non-paid FMLA leave benefits.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the District's normal call-in procedures. Employees must provide sufficient information for the District to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees will also be required to provide a certification and periodic recertification supporting the need for leave.

District Responsibilities

The District must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District must provide a reason for the ineligibility.

The District must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION:

See Board Policy 3430.01 and the US Department of Labor, Wage and Hour Division, Family and Medical Leave Act website at <http://www.dol.gov/whd/fmla/>

Access to Electronic Networks

The use of the District's electronic networks shall 1) be consistent with our adopted curriculum, usage policies and licenses, as well as the varied instructional needs, learning styles, abilities and developmental levels of the students, and 2) comply with the selection criteria for instructional materials and library media center materials. Staff members may use the Internet throughout the curriculum. Our electronic network is part of the curriculum and is not a public forum for general use.

All users of the District's computers and means of Internet access shall maintain the confidentiality of student records and other information protected under confidentiality and privacy laws. Reasonable measures to protect against unreasonable access shall

be taken before confidential information is loaded on the network.

The failure of any staff member to follow the terms of the applicable laws, board policies, or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action

Responsible Use of Technology

It is the policy of the Board of Education to provide technical resources to students and employees for the purpose of promoting the efficient operation of the Board, advancing student achievement and allowing students and staff to master 21st century skills. The Board expects staff and students to utilize the opportunities and facilities provided in a manner consistent with this policy.

Technology policies and guidelines apply to all technology provided by the Board as well as the personal devices of students and employees (collectively "Users"). This includes, but is not limited to telephones, cell phones, digital media players, PDAs, laptop and desktop computers and work stations, direct radio communication, pagers, Internet access, voice mail, e-mail, text messaging, facsimile transmission and receipt, and any computer based research and/ or communication.

Intentional, knowing, and reckless or negligent violations of this Policy may result in discipline of employees including suspension without pay or termination of employment. Such a violation by a person affiliated with a contractor or subcontractor rendering services to the Board may result in cancellation of the contract of the contractor or subcontractor. A user observing or learning of a violation of technology policies or guidelines is required to report the violation of this Policy to the user's immediate supervisor.

Employees shall be responsible for noting and reporting any inappropriate use of Board technology in violation of Board policy or conduct standards including threats, bullying, harassment, or communications proposing or constituting a violation of the law or the Student Code of Conduct.

Employees shall not have an expectation of privacy in any use of Board technology or the content of any communication using that technology other than a live telephone call, and the System Administrator or a designee may monitor their use of technology without notice to them, and examine all system activities the user participates in including but not limited to, e-mail, recorded voice and video transmissions, to ensure proper and responsible use of the Board's technology. Monitoring shall include the use of voice-mail but shall not include monitoring a live communication between two or more parties unless at least one user is aware of the monitoring. Senders of libelous, defamatory, racist, or obscene communications will be held accountable, up to and including termination of employment and/or civil penalties. This includes forwarding electronic communications generated by another sender.

Each employee's history of use and any information or document accessed or stored on Board technology is subject to inspection by the System Administrator or a designee and is subject to production pursuant to the Indiana Access to Public Records Act, Ind. Code 5-14-3, subject to the decision of the System Administrator or Superintendent to claim a permissive or mandatory exemption to disclosure under that statute.

If employees make use of a password, code or encryption device to restrict or inhibit access to electronic mail or files, they will provide access to that information when requested to do so only by the user's supervisor or the System Administrator. This includes personal technology brought to or accessed during the work or student day or at a school activity including bus transportation. The System Administrator or a designee shall be authorized to override any password or encryption device to access the technology.

An employee's information stored on Board technology will not be stored beyond employee separation.

The System Administrator is authorized to select, adopt and endorse the use of specific web based resources for teacher and student use. This may include resources for web site creation, multimedia projects, presentations, and other collaborations. The System Administrator in consultation with the Superintendent's other designees will select resources based upon online safety, coordinated professional development, and informed technical support. If a teacher or student desires to use an alternate resource, they may make request to the System Administrator via the established waiver process.

The following apply to all users of Board technology including students, employees, and volunteers:

- a) Users will demonstrate legal and ethical behavior at all times when using Board technology.
- b) Users will become familiar with and follow all laws, including copyright laws and fair use guidelines.
- c) Users will become familiar with and comply with all expectations of the Board for the responsible use of Board technology as communicated in school handbooks, school board policy, and other communications and standards concerning the use of Board technology.
- d) Users accessing the Internet through personal devices connected to Board technology must comply with this policy.
- e) Users connecting personal devices to Board technology do so at their own risk. The Board is not responsible for damages to hardware or software as a result of the connection of personal devices to Board technology.
- f) Users should not knowingly transmit a computer virus or other malware that is known by the user to have the capability to damage or impair the operation of Board technology, or the technology of another person, provider, or organization.

- g) A user shall never use another user's password, or account, even with the permission from the user. Any need to have access to another user's account should be addressed to the System Administrator or a designee.
- h) An unauthorized attempt to log on to Board technology as a System Administrator will result in cancellation of the user's access to Board technology and may result in more severe discipline including termination for employees and expulsion for students.

The District respects the rights of employees to use phones and electronic communication such as email, text messaging, social media, and networking sites. However, employees are expected to conduct themselves responsibly, being mindful that staff are role models to their students and are in a special position of trust. Employees should use extreme care when posting information online that identifies themselves as employees of the school; being mindful of the lack of control one has over online information while striving to ensure that no posted information reflects adversely on the school and the members of our school community.

Personal information regarding another member of the school community may not be posted by an employee without prior permission; parents must grant permission for any current student's image or personal information to be shared on any site outside of the school-owned domain or on commercial sites for which the school pays a maintenance fee.

Corporation staff should consider carefully the dynamics of establishing social networking "friend" relationships with current, former, or prospective parents and students, as well as school employees and the line between personal and professional, in doing so. Staff should not conduct school business and use the school/district logo or graphics on personal social networking websites.

Any user communicating using Board technology shall be responsible for knowing what information is confidential under law or Board policy, and the transmission of confidential information in error may result in discipline of the user transmitting the confidential information.

No user shall allow charges or fees for services or access to a database to be charged to the Board except as specifically authorized in advance of the use by a System Administrator. A fee or charge mistakenly incurred shall be immediately reported to the System Administrator. Incurring fees or charges for services to be paid by the Board for personal use or without prior authorization of the System Administrator may result in discipline including suspension without pay or termination of an employee.

Internet Safety

Each Corporation computer with Internet access shall have a filtering device that blocks entry to visual depictions that are (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Director of Technology. The Director of Technology or designee shall enforce the use of such filtering devices and shall include measures to address the following:

- A. Limiting student access to inappropriate matter as well as restricting access to harmful materials;
- B. Student safety and security when using electronic communications;
- C. Limiting unauthorized access, including "hacking" and other unlawful activities; and
- D. Limiting unauthorized disclosure, use, and dissemination of personal identification information.

Certified Staff

I. Exclusive Representative Rights

A. Use of Facilities

Consistent with Board Policy 7510, the exclusive representative may use the plant facilities of the school corporation upon request and approval of the principal, provided such use, as determined by the school employer, does not interfere with the school corporation's educational program.

B. Use of Bulletin Boards

The exclusive representative may use such bulletin board space as is determined by the principal.

C. Use of Intra-mail

The exclusive representative may use school intra-mail facilities.

II. Posting of Vacancies

A vacancy in any position within the Corporation which requires certification shall be posted during the school year in all school buildings, during the summer recess in the Office of the Superintendent, and a copy will be furnished to the Bargaining Unit President. Such notice shall contain the job description, effective date of vacancy, kind of license necessary, and deadline for filing of application. Such posting requirement shall not be required during the period beginning two weeks before teachers first reporting day and ending at the conclusion of the third week of the school year.

III. Transfers

1. Voluntary Transfers

On or about May 1, administration shall circulate to each teacher a staff survey. That staff survey shall include an area in which teachers may submit a request for transfer. In case of a vacancy determined by the Board, the name submitted for such a vacancy through the survey will be included in those to be considered for the vacancy. A teacher's transfer request shall only be considered for the upcoming school year.

- a. The employer shall determine when a vacancy occurs.
- b. All known vacancies in present teaching positions or newly-created positions that occur after the third week of school and during the remainder of the teacher work year shall be posted by the Superintendent or designee for a period of five (5) calendar days. Teachers interested in being considered for posted vacancies shall file with the Superintendent on or before the expiration of the posting period a written application indicating the specific position desired.
- c. No assignment of new teachers to specific positions in the school system shall be made until all pending transfer requests have been considered.
- d. If a request for transfer is denied, any interviewed teacher may submit a written request for and the Corporation shall provide written reason(s) for the denial.

2. Involuntary Transfers

- a. When involuntary transfers are necessary, a teacher who is affected shall be notified, in writing, by the Superintendent, or his designee.

- c. The teacher shall have the right to a conference, at the teacher's request, with the administration and have the reasons for the transfer discussed. Upon request by the teacher, the teacher shall be given the reasons for the transfer in writing.
- d. Consideration shall be given to the time necessary for preparation of room and materials.

IV. Days and Hours

1. The basic school day of assigned duties for teachers shall be as follows:

All teachers shall report in and be on assigned duty no later than ten (10) minutes prior to their first scheduled classroom duty, homeroom, or other assignment, whichever is earlier, and shall remain on assigned duty at least ten (10) minutes after their last scheduled classroom duty or other assignment, whichever is later, not to exceed seven and one-half (7 ½) hours per day.

It is understood that the length of the basic school day for all teachers shall be extended to include, but not be limited to, such activities as: parent-teacher conferences; faculty meetings; extra-curricular activity assignments; and duties for which extra pay is received.

The governing body and its administrators shall arrange each teacher's daily schedule to provide at least thirty (30) minutes between 10:00 a.m. and 2:00 p.m. for a period free of duties.

2. The teaching year shall consist of one hundred eighty-five (185) days.

V. Discussions

1. The Exclusive Representative will select two or three teachers to serve as teacher representative on each of the Building Discussion Committees.
2. Building Committees will meet with their respective Building Principal/or designee during the first full week of each month of the school year on a mutually agreed upon day if needed.
3. Meetings may be rescheduled or cancelled by mutual agreement of the Building Principal and the Exclusive Representative.
4. Both parties will have equal rights to the placement of items on the agenda.

5. The parties will participate fully in an effort to resolve any items on the agenda.
6. A member of the committee will record minutes.
7. The Exclusive Representative will meet with the Superintendent within two weeks following the preceding Step B unless the meeting is cancelled by mutual agreement.
8. The agenda for these meetings will include any items that could not be resolved in the building meetings as well as any other items presented by either of the parties.
9. A member of the committee will record minutes.
10. The parties agree that the employer will have met his/her obligation to discuss if the procedure outlined herein has been followed prior to any change in any item of discussion as provided in I.C. 20-29-6-7, 20-29-6-10, and 20-29-6-11.

VI. Summer School

1. Openings for known summer school positions shall be posted in each building no later than May 1. The deadline for applications shall be one (1) week from the date of posting.
2. Positions in Summer School
 - a. Staff employed in the school corporation during the regular school year who possess a teaching certificate in the area to be taught will be selected first.
 - b. Consideration will be given to teachers with previous summer school teaching experience.
3. A teacher who teaches a credit course shall be issued a Supplemental Service Teachers Contract and shall be paid for each hour of instruction at an hourly rate based on his/her regular teacher's contract.
4. During Summer School, a teacher is entitled use one half-day of accumulated sick leave per course for illness, doctor's appointment, or sickness in the immediate family. The teacher must have accumulated sick leave available to use this benefit.

Any teacher who is denied a summer school position, upon his/her written request, shall be given written reason(s) for the denial.

VII. Progressive Discipline

A. In most cases progressive discipline shall be followed by the Administration when reasonably appropriate to address staff misconduct. "Progressive discipline" means imposition of the least severe sanction that the Administration determines, in its sole discretion, to be likely to prevent a recurrence of the offense. If the Administration determines use of progressive discipline appropriate, the Administration may impose a penalty which may include, but not be limited to, one or more of the following:

- Step I - Verbal warning to the employee through a conference between the employee and his/her supervisor. A note shall be made indicating that a verbal warning was given. Such note shall be jointly initialed.
- Step II - Written reprimand to the employee, 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.
- Step III - Probation for a period of time determined by the supervisor in connection with the written warning.
- Step IV - Administrative leave with pay.
- Step V - Termination imposed in compliance with applicable Indiana law.

Exceptions to the principle of progressive discipline contained in this handbook 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:

- 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. Possession or use of alcoholic beverages or drugs on school property or at an event sponsored by the Board.
- C. Willful refusal to follow established rules or standards for the conduct of a professional employee, i.e. insubordination.
- D. Theft, fraud, or another violation of criminal law.
- E. Arrest and subsequent conviction of a crime.
- F. Falsification or omission of a material fact in the application for employment by the Board.

- G. Threats of and/or acts of violence to a person or substantial property damage.
- H. Poor professional judgment resulting in a risk of physical harm to a person.
- I. Harassment or discrimination in violation of Board's anti-discrimination and anti-harassment policy.

If an employee has unsatisfactory work performance, refuses to cooperate with fellow employees, violates the law or a school rule, or for insubordination, immorality, or other good cause the Superintendent and the Board may take appropriate disciplinary measures up to and including termination of the staff member's employment. In the event a professional staff member is recommended for suspension without pay or dismissal, the procedures required by Indiana law will be implemented.

The employee shall have the right to exclusive representative representation at any discussion(s) that may have a negative effect on the employee's continued employment and discipline.

Support Staff

Fringe Benefits for Non-Teaching Employees

Some benefits for which you may be eligible through the District may actually be a tax-exempt form of compensation. Depending on various circumstances, the District may at any time change the benefits it offers, the providers, or the contributions paid by the District.

All the current benefits, for which you may be eligible, are described briefly in this Handbook and/or on a Letter of Placement if you receive one. Because you should have accurate information concerning this important subject, you should direct questions to the insurance company or Bookkeeping Office. All of these benefits are subject to modification, amendment, or termination at any time by the District. For specific details, be sure to read the information provided to you in insurance contracts and plan documents, which outline coverage, waiting periods, deductibles, copays, co-insurance, elimination periods, and exclusions under each plan.

VACATION

Twelve month employees will be paid for observed holidays occurring during the week and paid vacation days according to the table listed below. Vacation shall be scheduled in advance during June, July and August unless otherwise approved by the Superintendent. Employees become entitled to their vacation time annually on July 1.

Unused vacation time from the previous year will be carried over or forfeited, in accordance with the below, on June 30 of each year.

Length of Employment	Number of Vacation Days
0-12 Months	10 days prorated by the percentage of contract days worked in the year. Days worked will be divided by the number of days contracted and multiplied by 10. Fractions will be rounded to the nearest half day.
1-9 Years	10 days
10-19 Years	15 days
20+ Years	20 days

An employee may carry over any unused vacation days in an amount not too exceed one half of their allotted vacation time. For example, those employees qualifying for 10 vacation days the maximum for carryover is five (5) vacation days.

At any one time the maximum vacation days an employee may have is 1.5 times the number of days for which the employee is eligible. For example, the maximum vacation days an employee with fifteen (15) vacation days may have at any one time is twenty-two and one half (22.5) vacation days.

Those employees who have accumulated vacation days prior to August 6, 2013 shall be allowed to keep these days.

COMPENSATORY LEAVE

Each full-time employee shall be entitled to thirteen (13) days in the first year of employment and twelve (12) days in each succeeding year without loss of compensation. These days must be used prior to using any days from the accumulated sick leave. An employee employed and working for only a portion of the school year shall be entitled to a proportionate number of days of leave, and unused days will be accumulative as specified herein. Effective March 8, 2023, any full-time support staff employee newly hired or rehired will earn compensatory leave days at a rate of one (1) day per pay period until that amount equals the number of days earned for the school year.

All days in the sick leave accumulation total are subject to use only as personal sick leave days except as stated in paragraph 2 of this section. If in any one school year the employee shall be absent less than the granted number of days, the remaining days shall be accumulated as sick leave to a total of 165 days. Verification of illness, after ten (10) consecutive days of absence or excessive absences, by an Anthem network physician's statement may be required at the sole discretion of the school employer.

Of the days available through the accumulated sick leave, an employee may use up to ten (10) days for use in case of illness in the immediate family. "Immediate family" is

interpreted as including only spouse, children, parents, or any other relative who at the time is a member of the employee's household.

All employees are encouraged to use no compensatory leave on days immediately preceding or following school vacations or holidays.

DEATH IN IMMEDIATE FAMILY

In the case of death in the immediate family of a full time employee, the employee is entitled to be absent without loss of compensation for a period extending not more than five (5) school days within a fifteen (15) calendar day period beyond such death, for the purpose of attending the last burial rites and attending to other personal matters of the immediate family member provided, "Immediate family" is interpreted as spouse, children, step-children, siblings, parent, step-parent, mother-in-law, father-in-law, grandparents, and grandchildren. Any other relative who at the time of death was living as a member of the employee's household will be considered as a member of the immediate family. Should the employee not use a total of five (5) school days at the time of bereavement, one (1) day remaining of the five (5) school days shall be available during the school year for the teacher to settle burial or estate matters. Bus drivers who work an average of 15 hours or more per week are also eligible for this benefit.

DEATH IN FAMILY

In the case of death of a family member, the employee is entitled to be absent, without loss of pay, for a period extending not more than two (2) school days within a fifteen (15) calendar day period with one day being the day of the funeral. "Family" in this instance, shall mean the following from either side of the family; step-grandparent, uncle, aunt, niece, nephew or family members not mentioned in the "Death in Immediate Family" section or any other person living in the same household. Bus drivers who work an average of 15 hours or more per week are also eligible for this benefit.

MEDICAL INSURANCE

The school employer will pay toward the cost of hospital, surgical and medical care type insurance for each full time employee enrolled in the school corporation's group medical insurance plan. Up to the amount specified below will be paid to such insurance company or companies as is determined and selected solely by the school employer with the employee paying not less than one dollar (\$1.00) per year.

2022-2023 Maximum School Employer Payment Per Employee:

Contributions per employee will equal the contributions for teachers during the 2022-2023 school year.

TERM LIFE INSURANCE

Up to the amount specified below, limited however to the cost of the applicable premium, will be paid by the school employer toward the cost of term life insurance in the amount of \$50,000 coverage per full time employee enrolled in the school corporation's group term insurance plan, with the employee paying not less than one dollar (\$1.00) per year.

RETIREMENT

A retirement benefit shall be paid to retiring, non-teaching personnel who meet the following qualifications:

- A. Completed ten years employment for Rush County Schools
- B. Age 55 or more and has made application to begin receiving other retirement benefits for which eligible
- C. The Office of the Superintendent must be notified of intent to retire by April 1 preceding the expiration date of the contract

The retirement benefit shall be paid at the rate of \$50.00 for each unused accumulated sick leave day and \$70.00 for each year of service rendered under contract in this school corporation.

Non-certified employees are eligible to participate in the Public Employees' Retirement Fund as administered by the State of Indiana.

SNOW DAYS

Twelve month, non-teaching personnel will be expected to work on these emergency days. On days when this is impossible, an employee may use available compensatory leave days and/or up to a maximum of two available sick days per year for this purpose. Less than twelve month employees will be paid for the makeup day(s) worked.

UNIFORMS

Mechanics and Corporation Maintenance Staff shall be provided a uniform.

Termination of Support Staff Employment

All classified staff members are "at-will" employees. Their employment can be terminated with or without cause at any time. A support staff member may be suspended or terminated, upon a majority vote of the Board, for violation of the policies of the Board or for any reasons not prohibited by law. In such cases, the Board shall provide the employee any required procedural due process.