

Classified Employee Handbook



**Bartholomew Consolidated School Corporation
1200 Central Avenue
Columbus, IN 47201**

January 2025

Equal Opportunity Statement

BCSC is an equal opportunity employer and the policies and procedures outlined in this employee handbook shall be applied without regard to political activity, race, creed, religion, color, national origin, age, sex (including transgender status, sexual orientation and gender identity), marital status, disability or language proficiency.

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Definitions

This section contains definitions of terms used elsewhere in this handbook.

Classified Employee	All employees that are not considered certified staff.
School Year Employee	Any classified employee who is employed on a calendar that is aligned to the school calendar.
12-month Employee	Any classified employee who is employed on a 12-month basis.
Full-time Employee	Any employee working thirty (30) or more hours per week or contracted as a full-time employee.
At-Will Employee	Any employee working in a position that is not bound legally by a contract. Such an employee can resign a position without any legal ramifications. An employer can also separate from the employee for any reason, except for an illegal one.

BCSC BOARD POLICIES

BCSC District School Board Policies can be found on the BCSC web page at bcscschools.org under District Information and School Board. A direct link to the policies is <https://go.boarddocs.com/in/bcsc/Board.nsf/Public?open&id=policies>.

BCSC WEBSITE

You can find information about BCSC on our website bcscschools.org

GENERAL WORK RULES

The following rules represent basic performance expectations of all employees. Violation of these rules will result in disciplinary action, probationary status, or discharge.

Employees shall:

1. All employees and volunteers shall establish and maintain professional boundaries with students that are consistent with their legal, professional, and ethical duty of care for students. ([D200](#))
2. Report to work every assigned work day unless unavoidable personal business or personal or family illness makes it impossible to report to work.
3. Contribute to sanitary conditions and promote good housekeeping.
4. Remain at work until the assigned shift is over.
5. Contribute to a positive working atmosphere by refraining from negative, offensive, or profane language, discussions, or activities in the working environment (also see policy [A350](#) Civility and Decorum).
6. Operate corporation machines, tools, or equipment only when assigned to do so by supervisor. Employees shall not make use of materials, equipment, facilities, or any other resources of the school Corporation for any unauthorized purpose. ([A125](#))
7. Remove corporation property from school buildings or grounds only with the proper approval.
8. Remain at work location during working hours unless authorized by the supervisor or in an emergency situation.
9. Avoid excessive use of corporation telephones or cell phones for personal business.
10. Follow all BCSC policies, guidelines and policies established by your division/department as directed by your supervisor.
11. Display disruptive or uncivil behavior including, but not limited to:
 - Actions taken or words conveyed with the purpose to intimidate, threaten, or harass;
 - Using profanities or obscenities;
 - Raising one's voice above an appropriate level;
 - Personal attacks;
 - Gesturing in a manner that causes one to fear for his/her safety;
 - Invading, or remaining, in one's personal space after being asked to move away;
 - Physically blocking others from moving about freely; or
 - Using physical force, or threat of physical force.
12. Sleep while on the job.
13. Exceed allotted break times or lunch times without the approval of the supervisor.
14. Falsify employee time records by recording hours as worked that are not actually worked.
15. Report to work under the influence or in possession of alcohol or illegal drugs. Furthermore, employees shall not be under the influence or in possession of alcohol or illegal drugs on corporation property at any time. More information can be found in BCSC School Board Policy 3139.
16. The School Board prohibits the use of tobacco in any form and the use of e-cigarettes or "vaping" in any building owned or leased by the School Corporation, on Corporation property, or in Corporation owned or operated vehicles. ([A250](#))
17. Possess guns or other dangerous weapons in any corporation building, corporation grounds and in any corporation vehicle.
18. Display behavior considered insubordinate. Insubordination includes:
 - Failure or refusal to obey the orders or instructions of a supervisor or administration.
 - Failure to disclose.
 - The use of abusive or threatening language towards supervisors or administration.
 - Any conduct that undermines supervisory authority.
19. Threaten, intimidate, coerce, provoke, interfere, inappropriately touch, or fight with employees, supervisor, administration, staff, students, visitor, or vendors at any time.
20. Make false or malicious statements about employees, supervisors, administration, the corporation, or its staff, students, vendors, or visitors at any time. Employees shall not use their employment position to advance a private economic, political, and religious agenda. This does not limit an employee's constitutionally protected rights as a citizen. ([D225](#))

Employees shall **not**:

At-Will Employment Job Descriptions

Please be aware that your job responsibilities may change at any time during your employment and you may be asked from time to time to work on special projects or to assist with other work necessary or important to the operation of your department or our corporation. Your cooperation and assistance in performing such additional work is expected. The Corporation reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions as they deem necessary. Employees are required to perform any other functions or duties assigned to them by supervisors and

administrators. Employee job descriptions are not an employment contract, express or implied, and the employment relationship remains at-will. The Corporation reserves the right to modify, interpret or apply a job description as appropriate.

Letter of Assurance

Each employee working less than 260 days per year in their assignment will receive a Letter of Assurance from their supervisor in May. The Letter of Assurance provides the employee with reasonable assurance that they will have a job following the summer, fall, winter and spring breaks. The employee will be asked to sign the letter and will receive a copy of the signed letter.

Other Employment

Employment outside of BCSC which may impair the performance of services to the school corporation may be questioned by the supervisor to the extent that the employee must present proof that the other employment does not impair work performance.

Confidential Information

BCSC recognizes that employees will, in the normal course of their employment, encounter confidential information. Any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline up to and including termination.

Most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse. This does not affect the obligation to report suspected child neglect or abuse. It is the responsibility of every staff member in Bartholomew Consolidated School Corporation to immediately report suspected child neglect or any type of abuse to the Indiana Department of Child Services 1-800-800-5556. Reporting of suspected child abuse or neglect is required of any school employee under Indiana Code 31-33-5. Information concerning alleged child abuse or neglect of a student is confidential information and is not to be shared with anyone other than the administration or the reporting agency. ([A225](#))

All witnessed or suspected illegal or criminal activity shall be immediately reported to the appropriate

administrator, supervisor, or proper law enforcement agency.

Other confidential information includes, but is not limited to, health information, security or access codes, photos or other information posted to social media, or any other information that, if divulged, could expose BCSC, its employees, and/or its students to loss or harm.

Mandatory Training

The Corporation is required to supply certain mandatory training opportunities. Some are required on a yearly basis. The Corporation frequently conducts such training through SafeSchools on-line. Most of the training is required by Indiana Statute. It is the employee's responsibility to complete all training by the date stipulated. Training invitations are delivered through corporation email. It is the employee's responsibility to monitor their email accounts for notification.

All Classified Employees are required to report to work on days used for corporation wide professional development. Any absence on a professional development day will be unpaid unless it is approved by the supervisor.

PERFORMANCE EVALUATION

Annual Evaluation

All BCSC employees will be evaluated on their performance on an annual basis. The Classified Staff Success Rubric will be used to measure the employee's performance based on the use of UDL and PBIS practices, as well as the employee's professionalism within their job functions. Please see Appendix B to view a copy of the Classified Staff Success Rubric that will be used for the evaluation.

New Employee Probationary Period

All new employees will be subject to a 60-calendar day probationary period during which their performance and suitability for the position will be evaluated by the supervisor. If the employee's evaluation is satisfactory at the end of the probationary period, then the employee will be considered a regular employee of the corporation.

Performance Improvement Plan

In the event that an employee's performance is below expectation, a supervisor may create a Performance Improvement Plan to assist the employee. The supervisor will use the Awareness Plan found in Appendix A to document the performance plan. If the employee's performance does not meet the objectives defined in the Awareness plan, then the supervisor may proceed to the development and implementation of an Intensive Awareness Plan found in Appendix A. In severe cases, the supervisor may make a recommendation for termination without proceeding to the Intensive Awareness Plan.

Disciplinary Action

In the event that an employee violates any of the policies set forth in this agreement or established by the BCSC Board of School Trustees, the employee will be subject to disciplinary action. Depending on the situation, disciplinary action may include a verbal or written warning, a performance improvement plan, suspension with or without pay, or immediate dismissal.

First Violation (Verbal and/or Written Warning)

Supervisor will counsel the employee and issue a verbal/written warning. Every effort will be made to determine and resolve the cause of the problem. The employee will be notified they are receiving a verbal/written warning. A memo describing the incident and action taken will be placed in the employee's file. A copy of the informal memo will be distributed to the employee. The memo will be kept in the employee's personnel file at the Administration Building.

Second Violation: (Written Reprimand and/or Awareness Plan)

Supervisor will meet with the employee. The nature of the offense will be explained and disciplinary action will be decided. Supervisor will explain to the employee that continued offenses might result in progressive disciplinary action, up to and including termination of employment. Supervisor will counsel the employees to resolve the problem. Disciplinary Action will be issued in written format and/or the Awareness Plan form found in Appendix A.

Third Violation: (Written Reprimand/Suspension/Probation and/or Intensive Awareness Plan)

Supervisor will meet with the employee. The nature of the offense will be explained and a written warning and/or suspension will be issued. Supervisor will explain to the employee that continued offenses may result in progressive disciplinary action, up to and including termination of employment. Supervisor will continue to counsel the employee to resolve the issue. Written documentation will be issued to the employee. This may be in letter format or using the Intensive Awareness Plan form.

Fourth Violation: (1,3, or 5-Day Suspension/Probation/Termination)

Supervisor will meet with the employee. The nature of the offense will be explained and an appropriate suspension of one, three, or five days without pay will be issued (depending upon the severity of the offense). The employee will be warned that even a single further offense may lead to termination of employment.

The one, three, or five-day suspension without pay will be recorded in written format. One copy will be given to the employee and one copy will be sent to human resources for the employee personnel file. Human Resources will communicate the time without pay to Payroll.

Discharge AT ANY TIME

At-will employment refers to the rights of an employer to terminate an employee at any time for any reason as long as it is not illegal or contrary to an agreement. Indiana is an "employment-at-will" state.

COMPENSATION AND WORK HOURS

Basic salaries of classified staff are set forth in the "Classified Staff Salary Grades" and "Classified Staff Salary Matrix." These can be found at bcscschools.org under Departments/Human Resources.

All classified staff shall have their checks electronically deposited by BCSC to an approved bank.

Attendance

Employees are expected to report to work on time every work day, unless unavoidable personal business or personal or family illness makes it impossible to report to work. Employees shall not leave work until their assigned shift is over with the exception of regularly scheduled breaks.

Employees who will be late or absent are expected to contact their supervisor in advance of their starting time. The supervisor of the employee group is responsible for defining how much advance notice is needed. Further information can be found in the employee group addendums. Employees are expected to explain why they are going to be late or absent and when they expect to return to work. It is the employee's responsibility to ensure that proper notification is given. Failure of notification for three (3) or more days may constitute job abandonment and may result in termination.

An employee who regularly uses more than the annually allotted sick and personal leave days may be subject to disciplinary actions up to and including dismissal.

In the event of a weather delay or early release, see "Canceled Work Days" section.

Employee Breaks

Employees working six (6) hours or less a day are entitled to one (1) 10-minute break during the first three hours worked and (1) 10-minute break which should occur during the lesser period of the work day.

Employees working six (6) hours or more a day are entitled to one (1) 15-minute break which should occur during the longest period of work and one (1) 10-minute break which should occur during the lesser period of the work day. Breaks are with pay but cannot be used to extend a lunch break or to

provide early release from work and breaks cannot be used to make up time missed from work such as time off for school cancellations or early dismissals.

Lunch Breaks

Each employee shall have a minimum of thirty (30) minutes of time daily for lunch. This available lunch break cannot be used to make up for time missed from work. Other regularly scheduled breaks cannot be used to extend lunch or provide early release from work or to make up for time missed from work, including time off for snow days or early dismissals. Employees who have lunch time included in their daily schedule cannot work through their lunch to shorten their day. Any change or adaptation to scheduled lunch must be arranged with the supervisor.

Hours Worked and Overtime

Employees are assigned a regular job with regular hours. All classified staff employees, except substitute positions, will receive an additional \$1 per hour from referendum funds for hours worked on their primary position only. Bus drivers will receive an additional \$2 per hour from referendum funds for hours worked on their bus contract only.

Overtime is assigned only when necessary and employees are expected to work overtime when asked.

Any additional hours worked above the regular scheduled day must be pre-approved by the immediate supervisor.

Overtime is calculated on hours worked each week in excess of forty (40) hours. Sick and personal leave days do not count as hours worked. Paid holidays, paid vacation days, paid bereavement leave days, and paid jury duty days do count as hours worked when calculating overtime pay. Any additional provisions for overtime pay for specific employee groups can be found in that specific employee group's addendum to this handbook.

Overtime pay is paid at time and a half of regular hourly pay.

Holiday pay is calculated at double time for hours worked on a holiday.

Occasionally, illness, absence, vacation or other circumstances may make it necessary to transfer an employee to another position temporarily.

Employee Time Reports

Non-contractual employees must report time using True Time. It is the employee's responsibility to complete and submit electronic timesheets in a timely manner.

By law, time reports must reflect the time worked during the pay period. The hours reported on the timesheet must reflect the actual number of hours worked.

Falsification of the timesheet will result in immediate dismissal.

Verifying hours worked on the timesheet is an important performance responsibility. It is the responsibility of the individual submitting and approving timesheets to ensure accuracy of reporting hours worked.

All timesheets will be approved by the supervisor or designee. The payroll schedule can be found on the BCSC website under Resources/For Employees/Payroll/Payroll Schedules.

Canceled Work Days

When schools are closed due to a utility outage, inclement weather, or for other reasons, school year employees shall not report for work unless authorized by the Administration.

All 12-month employees are expected to report to work unless notified by the Administration that the entire district is closed. If authorized to work, but unable to report due to weather, road conditions, or power outage, employees must use a personal or vacation day.

Employees who are not authorized to work on a canceled school day will have an opportunity to make up the missed work day(s) according to the work schedule established by the Administration and are not eligible to use a sick or personal leave day.

2-hour delay or early dismissal can only be made up during the week the event occurs and must have approval of a supervisor.

Day Without Pay

A "Day without Pay" occurs when an employee misses a work day and has no available time off to use on that day, or a supervisor is not approving the time off to be paid. The employee will request a day without pay and include a note of why it is without

pay. The supervisor will either approve the request or deny the request instructing the employee to request time off as an ill, personal or vacation day.

If an employee has exceeded all time off days and is ill, then this would be a Day without Pay".

ABSENCES AND LEAVES

No employee shall be allowed to use vacation days during the first sixty (60) scheduled work days during the first year of employment.

Two sick days may be used during the first sixty (60) scheduled work days. No personal days may be used.

Sick and Personal Leave Days

Sick and personal leave days are granted to eligible employees annually. Sick and personal leave days are granted on a pro-rated basis according to the number of days an employee is scheduled to work. Sick and personal leave days will be reflected as hours on the check stub and may be taken in one-half day increments.

Sick days may be used for personal illness and/or family illness. Sick days are to be used for illness and/or medical appointments.

Personal days may be used for personal/emergency leave to conduct business that cannot be conducted outside of the school day. Personal days may be used for illness or medical appointments.

Sick and personal leave days are not available to an employee on disciplinary probation.

Sick and personal leave days are allocated on July 1 of each year as follows:

15 - 29.5 hours worked per week	3 sick 2 personal
Less than 200 days per year and full-time	6 sick 4 personal
200 or more days per year and full-time	10 sick 4 personal

Employees who are hired after July 1 will receive during their first school year of employment (July 1 to June 30) a number of sick and personal leave days pro-rated according to their month of hire. On July 1 of the second year of employment, employees will receive the full allotment of sick and personal leave days.

Sick and personal leave days must be requested using Time Off in Employee Access. The employee will have Time Off codes to select as follows:

**III - ILL TO SICK OVERFLOW
Personal - PERSONAL-Days**

The employee will be able to select a single day or a range of days. The employee will be able to enter details for the supervisor regarding the time off request in the Description box.

Any employee absent more than the yearly allotment of days for that type of position may be asked to provide verification of need with the supervisor. Verification of need should pertain to the employee, but can also extend to serious illness of a spouse, child or parent. Verification of need may include a medical release to return to work. Any extended absence of over five (5) days may require application for family medical leave as described under the Family Medical Leave Act of 1993.

An accounting of sick and personal leave hours is reported in Employee Access.

Whenever possible, arrangements to use sick and personal leave days should be made with the immediate supervisor prior to use. These days should not be used to extend school vacations, recesses, and holidays. Any employee requiring more than two consecutive personal days or requiring a personal day before or after a vacation or holiday must submit the request in Time Off and receive approval of the time off from the employee's supervisor.

Personal days not used between July 1 of the preceding year and June 30 of the current calendar year will be converted to sick days and will be added to your total sick days which are available July 1 of the current calendar year.

Unused sick days may accumulate to a maximum of ninety (90) days. The cutoff date to take sick and personal leave days and/or vacation days will be the last day of the last pay period ending before June 30th of each year.

Attendance Incentive Program

At the end of the 2007-2008 school year and thereafter, any accumulated unused sick days over ninety (90) will be bought back at the rate of thirty dollars (\$30) per day. These monies will be deposited into the employee's VEBA account by August 1.

Paid Holidays

12-month employees are eligible for up to twelve (12) paid holidays.

Employees who have an unexcused absence (excluding FMLA) on the scheduled workday before or after a holiday shall not receive pay for that holiday.

Employees may not use personal days to extend a paid holiday without approval of the supervisor. Specific paid holidays are shown below:

Juneteenth	Christmas Day
Independence Day	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day

Paid holidays are not available to school bus drivers or new employees on probationary period.

Vacation Leave

Vacation Leave is granted only to 12-month employees. The procedure for requesting vacation leave is as follows:

Vacation leave requests must be entered in Time Off in Employee Access and submitted to the supervisor. The employees in a position with Vacation Leave will have the Time Off Code of **VACATION- Days** available to select. The employee will be able to select a single day or a range of days. The employee will be able to enter details for the supervisor regarding the time off request in the Description box.

Vacation leave must have the approval of the supervisor. Employees will be notified whether their request for vacation leave is approved or denied by an email generated in Time Off. Under normal circumstances, vacation leave is discouraged when school is in session or during the two (2) weeks prior to the beginning of the school year.

If an employee terminates employment with BCSC and returns to BCSC, then the employment date used for vacation days will be the most recent hire date. In the event of separation of employment, paid vacation days will be prorated. Upon BCSC eligible retirement, unused vacation days are multiplied by the latest daily rate and the contribution will be made to the 401(a) plan within one month of the date of retirement. In the event of separation of employment, other than retirement, vacation days will not be paid.

All classified staff personnel employed on a full time 12-month basis, hired full time *before July 1, 2005*, shall be entitled to paid vacation days as follows:

<u>Year of Continuous BCSC Employment</u>	<u>Vacation Days Granted</u>
1 st year	1.5 days for each full calendar month completed, up to 15 days.
2-8 years	15 days
9-10 years	16 days
11-12 years	17 days
13-14 years	18 days
15-16 years	19 days
17 or more	20 days

All classified staff personnel employed on a full time 12-month basis, hired full time *after July 1, 2005*, shall be entitled to paid vacation days as follows:

<u>Year of Continuous BCSC Employment</u>	<u>Vacation Days Granted</u>
1 st year	.5 days for each full calendar month completed, up to 6 days.
2 nd year	6 days
3 rd year	10 days
4-5 th year	11 days
6-7 th year	12 days
8-9 th year	13 days
10-15 th year	15 days
16 th year or more	20 days

Jury Duty Leave OR Subpoena

Employees called to serve on jury duty or who are subpoenaed to appear as a witness in court case involving a school related matter shall receive full salary, provided the employee remits to the payroll department any compensation received (less mileage reimbursed) for such duty. It is the employee's responsibility to certify the amount of compensation received to the payroll department.

On the date(s) of jury duty, the employee needs to enter a personal day (if available) or a day-without-pay(if no available personal time) on True Time. The employee will email the payroll department informing them of the date of jury duty. The employee will also provide the payroll department with the jury duty check (minus mileage). Once the jury duty check is received, the payroll department will add the jury duty hours to the employee's True Time and reimburse the personal day if utilized.

Military Duty Leave

Any classified staff employee who is a member of an armed forces unit, Reserves, or the National Guard and who shall be required to attend a meeting or other activity of the unit during a school

day or days shall be excused from current employment position obligations to the school corporation for the period of mandatory training, not to exceed fifteen (15) school days during any calendar year, without loss of time off. The employee's compensation for this period of time is regular salary, provided the employee remits to the payroll department any compensation received (less mileage reimbursed) for such duty. In the event that active duty call-up is necessitated days beyond fifteen (15), the regular salary compensation will continue up to a period of one year. Applications for renewal beyond one year will be received during the 10th month of active duty.

Indiana's Military Family Leave Act effective July 1, 2007 Established an unpaid leave of absence of up to 10 days for the spouse or parent of a person ordered to involuntary active duty in the United States armed forces or the National Guard for deployment overseas. Requires an employee to provide notice before taking the leave. Allows an employer to require verification of employee's eligibility for the leave. Requires an employee to be restored to the position that the employee held before the leave or to an equivalent position. Requires an employer to permit an employee who is taking a leave to continue the employee's health care benefits at the employee's expense. Allows the employer and the employee to negotiate to have the employer pay for the benefits. Provides legal and equitable remedies for violations.

Bereavement Leave

Bereavement leave is granted at the rate of up to five (5) work days in case of death in the immediate family. Immediate family is defined to mean husband, wife, child, grandchild, parent, step parent, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and other relatives or legal dependents living in the household. In the event such a person's death is the employee's spouse or child, the employee shall have an additional three (3) days bereavement leave beyond the five (5) days bereavement leave provided herein. Bereavement Leave up to two (2) of these days, if unused during the above timeframe, may be utilized by the employee for bereavement, attending any funeral or memorial services or any business connected with the death, funeral, and/or estate matters within ninety (90) calendar days from the day of death.

Up to two (2) days per year leave shall be granted to an employee for time needed to travel to and

attend a funeral of any other relative not listed in this section or that of a close friend.

This includes all employees working fifteen (15) or more hours a week.

The process for submitting the time in True Time will be for the employee to choose bereavement family or non-family from the drop-down list in Time Off and put a note for the supervisor indicating the relationship of the employee to the deceased. The request will then go to the supervisor for approval.

Maternity Leave

Any employee who is pregnant may continue in active employment as late into pregnancy as desired, if able to fulfill the requirements of the position.

Procedures for Maternity Leave:

1. The employee must notify the supervisor and BCSC Benefits Specialist by submitting a letter from the physician certifying the pregnancy and the anticipated date of birth. *An employee may only use accumulated sick and personal leave days for the portion of the maternity leave the physician states that the employee is physically incapable of performing her regularly assigned duties. The employee is entitled to complete the remainder of the maternity leave without pay.*

If the employee wishes to continue in the group insurance plan(s) in which enrolled during any portion of the unpaid leave, they must contact the BCSC Benefits Specialist to make special arrangements. These special arrangements must be made in advance and will allow the employee to continue the group insurance plan(s) at their own expense. Failure to make such advance arrangements may result in the employee being dropped from the current group insurance plan(s).

2. Notify BCSC Benefits Specialist as soon as possible after birth to add child to parent's BCSC health insurance plan.
3. Before the employee will be allowed to return to work, they must provide a written statement from the physician indicating the employee is able to resume work.
4. Any extension of original leave requested should be discussed with the employee's supervisor.

Parental Leave

When an employee becomes the non-birthing parent of a child born, the employee shall be granted 5 days parental leave with pay. Such days being deducted from the employees accumulated paid days of absence. The leave shall be used within six (6) weeks (30 working days) from the birth of the child or within six (6) weeks (30 working days) of the child's discharge date from the hospital.

Adoptive Leave

An employee may use up to thirty (30) accumulated paid days of absence for adopting a minor child.

Medical Leave

A classified employee who has a serious medical condition and does not qualify for FMLA leave will need to contact the Benefit Specialist to see what type of leave may be available. Requested medical documentation will need to be submitted. If the leave is granted for up to 30 working days, the classified employee will use accrued days before taking unpaid leave. When all accrued days are exhausted, the employee will take the remaining days unpaid and will pay 100% of insurance related costs. This is not a job-protected leave.

FMLA (Family and Medical Leave Act)

It is the policy of the Bartholomew Consolidated School Corporation to provide its employees with leave in accordance with the Family and Medical Leave Act of 1993 (FMLA)

BCSC will not: (1) interfere with, restrain, or deny the exercise of any right provided under the FMLA; (2) discharge or discriminate against any person for opposing any practice made unlawful by the FMLA; (3) discharge or discriminate against any person for his or her involvement in any proceeding under or relating to the FMLA.

Definitions of Terms in this Policy:

Child - means a biological, adopted, or foster child, a step-child, a legal ward who is under 18 years of age or incapable of self-care.

Continuing Treatment - means treatment by a healthcare provider for a condition that:

- Requires absence from work, school, or other regular daily activities of more than five consecutive days and any subsequent treatment or period of incapacity relating to a "chronic serious health condition", (diabetes, asthma, etc.) i.e. incapacity due to a condition that requires either:
 1. Treatment two (2) or more times by or under the supervision of a healthcare provider.
 2. Treatment by a healthcare provider one time with the continuing regimen of treatment established by the healthcare provider.
- Is due to pregnancy or prenatal care
- Is permanent or long-term due to a health condition for which treatment may be for comfort or control of symptoms rather than cure such as treatment for cancer
- Is chronic rather than acute such as asthma or diabetes, that requires periodic visits to a healthcare provider, and may involve occasional periods of incapacity even if the patient does not receive treatment from a healthcare provider during each absence from work, and even if the absence does not last more than five (5) days, such as in the case of severe morning sickness, asthma attacks, or diabetes.

The term "continuing treatment" does not include treatment for:

- The common cold, influenza, earaches, minor ulcers, indigestion, headaches (except for chronic migraines), and dental problems unless complications arise requiring further treatment.
- Routine medical exams, physicals, dental check-ups, and eye exams, but does include an examination to determine if a specific "serious health condition" exists.
- Cosmetic treatment such as cosmetic surgery or acne treatment unless there is in-patient care of complications qualifying as a "serious health condition" arise.
- The consequences of substance abuse (hangover, etc.) provided however that substance abuse treatment is continuing treatment.

Dependent - means a child, spouse, parent, or other blood relative who resides in the employee's home and who is incapable of self-care.

Eligible Employee - means a full-time employee or part-time employee, employed by BCSC for at least twelve (12) months, and with at least 1,250 hours of employment during the previous twelve (12) months, provided the twelve (12) month period

includes periods of approved leave and other periods of time during which the employee did not report to work but had a continuing employment relationship with BCSC. For purposes determining whether intermittent/occasional/casual employment qualifies as 12 months, 52 weeks is deemed to be equal to 12 months.

FMLA - means the Family and Medical Leave Act of 1993 as amended by 29 U.S.C. 2601 *et seq* and the regulations implementing this Act at 29 CFR part 825.

Healthcare Provider - means an M.D. or D.O. authorized to practice medicine in Indiana, a podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse midwife, clinical social worker (licenses under Indiana law), chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation demonstrated by x-ray),

Incapable of Self-Care - means a circumstance in which a person requires active assistance or supervision to provide daily self-care in one or more activities of daily living or instrumental activity of daily living. For purposes of this definition, "activities of daily living" include caring appropriately for one's grooming and hygiene, bathing, dressing and eating; and "instrumental activities of daily living" include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using a telephone and directories, and using a post office.

Parent - means the biological, adoptive, foster or step-parent of the employees. (Father-in-law's and Mother-in-law's are not included.)

Serious Health Condition - means an illness, injury, impairment or physical or mental condition that involves:

1. An in-patient overnight stay in a hospital, hospice, or residential health care facility, or any subsequent treatment in connection with such in-patient care; or
2. Continuing treatment by a health care provider.

Unable to Perform the Functions of the Position - means the circumstances in which a healthcare provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position within the meaning of the American with Disabilities Act (ADA), 42 USC 12101 *et seq.* and the regulations at 29 CFR 1630.2 (n). An employee who must be absent from work to receive medical treatment for a

serious health condition is considered to be unable to perform the essential functions of the position during the absence of treatment and should not report to work and should not participate in any school activities (including athletic events) while on FMLA.

Leave Entitlement

An eligible employee may take up to twelve (12) work weeks of leave for one or more of the following reasons during any twelve (12) month period of time:

1. For the birth of a child of the employed and to care for the child, regardless of whether the employee is the mother or father;
2. For the placement with the employee of a child by adoption or foster care;
3. To care for the employee's dependent with a serious health condition when the dependent is incapable of self-care and
4. Because the employee has a serious health condition that makes the employee unable to perform the functions of the employee's position. Employees shall be required to take any applicable accrued leave such as sick leave as part of leave pursuant to the Policy. The required use of accrued paid leave shall run concurrently with the twelve (12) weeks of unpaid pursuant to the Policy.

If the employee has not earned or accrued adequate paid leave to encompass the entire twelve (12) week period of FMLA leave. the additional weeks of leave to obtain the twelve (12) weeks of FMLA leave the employee is entitled to shall be unpaid.

At the time an employee begins leave pursuant to the Policy, they shall be given written notice of the amount of leave they are entitled to under this Policy including any period of paid leave to run concurrently with leave pursuant to this Policy.

A husband and wife both employed by BCSC are entitled to a total of twelve (12) work weeks of leave pursuant to the Policy between the two of them for leave based upon the birth or adoption of a child or the care of a parent of the husband or wife. This limitation does not apply to leave for the employee's own serious health condition or the serious health condition of the employee's child.

Computation of Twelve (12) Month Period

The twelve (12) work weeks of leave pursuant to the Policy is computed using a twelve (12) month period. Twelve (12) month period is defined as:

For the purpose of this policy, the leave year within which an eligible employee may take his or her 12 weeks of FMLA - protected leave means a rolling 12-month period measured backwards from the date the employee first takes leave for any of the reasons set forth previously.

Medical Confirmation of Serious Health Condition

When planning medical treatment that may require leave pursuant to this Policy, an employee shall give verbal or written notice of the anticipated need for leave to the employee's supervisor and shall engage in a dialogue with the supervisor and Benefit Specialist for the purpose of scheduling medical treatment at times that will not unduly disrupt or interfere with the employee's work duties.

At the time an employee gives verbal or written notice of the need for leave pursuant to this Policy to a supervisor, the employee will be given written notice of their rights under FMLA in the form of a Department of Labor's FMLA fact sheet or an equivalent document, the required forms and procedure for certification of need for the leave, the deadline for the return of required certification, and the specific consequences of a failure to provide a required certification by the required date. The employee need not cite specifically to this Policy or the FMLA in order to request leave pursuant to the Policy. The Benefits Specialist will assist an employee in determining whether the FMLA and this Policy applies to their specific circumstances.

An employee's request for leave pursuant to the Policy due to the employee's serious health condition or the serious health condition of a dependent must be supported by timely confirmation of the nature of the serious health condition by a health care provider on WH-Form-380 must be submitted to the Benefits Specialist at least thirty (30) calendar days before the first day of requested leave. Where the need for the leave is not foreseeable, the completed Form WH-380 should be submitted to the Benefits Specialist as soon as possible. A copy of the form shall be available in the Benefits Specialist office and may be requested by phone. A completed Form WH-380 should be returned to the Benefits

Specialist at least fifteen (15) prior to the beginning of a leave or as soon thereafter as is possible.

If a completed Form WH-380 is not provided by the employee to the Benefits Specialist on a timely basis, leave pursuant to the Policy may be suspended until it is provided. If a completed Form WH-380 is never provided by the employee, the leave will not be treated as FMLA leave and the normal rules of attendance and punctuality will apply. At its expense, BCSC may elect to obtain a second, and if necessary a third opinion from an independent healthcare provider on the existence of a serious health condition. BCSC may also request that its health care provider contact the employee's health care provider to discuss the serious health condition in question. No BCSC employee shall contact the employee's health care provider directly.

If the Benefits Specialist determines that any certification required by the Policy is incomplete or otherwise insufficient, the nature of the insufficiency shall be explained to the employee or a representative and the employee shall be permitted a reasonable opportunity to cure any defect or deficiency. Any falsification or forgery of certification for leave pursuant to the Policy submitted to the Benefit Specialist shall be sufficient to terminate the employment of the employee.

Request for Leave

An employee who plans to request leave pursuant to the Policy for the birth or adoption of a child must provide the Benefits Specialist with a written request for leave at least thirty (30) days in advance if the need for the leave is foreseeable based on an expected birth or placement for adoption or foster care. If the need for the leave does not permit a request for leave thirty (30) days prior to the need for leave, the employee or a person acting on the employee's behalf shall request leave in the manner provided as soon as possible.

An employee who requests leave pursuant to the Policy that is necessitated by the serious health condition of the employee or their dependent must provide the Benefits Specialist with a written request for leave at least thirty (30) days in advance if the need for leave is foreseeable based on planned medical treatment. If there is insufficient time to provide such notice because of the need for treatment, the employee shall provide such notice as soon as possible. When planning medical treatment, the employee must consult with the Benefits Specialist 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.

Intermittent Leave

When it is certified as a medical necessity by a treating health care provider, all or part of an employee's leave for continuing treatment for a serious health condition (the employee's own or that of a dependent) may be taken on an intermittent basis in the form of a modified work schedule. Employees' are obligated to attempt to schedule their intermittent leave so as to not disrupt BCSC operations.

Conditions for Continuation of Insurance Benefits during Leave

An employee's group health benefits will be continued during a leave pursuant to this Policy under the same conditions coverage would have been provided if the employee had been continuously employed as long as employee has sick days to use. Once sick days are depleted then the employee will be responsible for paying their portion of the group health benefits.

Return to Work after Leave Pursuant to this Policy

Upon return from leave pursuant to the Policy, an employee is entitled to be returned to the same position or to an equivalent position with equivalent benefits and other terms and conditions of employment. This right shall be subject to changes in the workforce such as layoffs, reductions in force, or elimination of positions that would be eliminated or modified the employee's position regardless of leave pursuant to the Policy.

Employees returning from leave pursuant to the Policy must be able to perform all of the essential functions of their position in order to return to work. As a condition for the restoration of the position of an employee whose leave pursuant to this Policy was based on the employee's own serious health condition that caused the employee to be unable to perform the essential functions of the employee's position, the employee must provide written confirmation of the employee's fitness to return to work from the employee's health care provider. The employee's return to work may be delayed until the healthcare provider's fitness to return to work statement is received. The employee's health care provider may provide a simple statement that the employee is fit to return to work. If the return to work statement of the employee's health care

provider is ambiguous or unclear, with the employee's permission, the employee's health care provider may be contacted by the BCSC Benefit Specialist to clarify if the employee is fit to return to work given the essential functions of the employee's position. BCSC Benefits Specialist contact with the employee's health care provider shall be limited to clarification of the employee's ability to return to work based upon the essential functions of the employee's position.

Other Work Permitted during Leave

An employee on leave pursuant to the Policy may not work for any other employer during leave pursuant to the Policy unless the employment is approved in writing by BCSC.

RECOGNITIONS

Years of Service Credit

A year of experience on the salary schedule shall be credited each July 1 after the first year of employment for any year in which a school-year employee has completed 120 paid work days for school year employees or a 12-month employee has completed 175 paid work days.

Upon employment by BCSC, any employee may receive service credit for previous employment experience directly related to the job responsibilities. This experience must be documented using the Certification of Prior Experience Form included in new hire paperwork. Employees may also request the form from human resources. Service credit of one year will be given for each two years of outside documented experience.

Experience Adjustment

Experience adjustments continue on the five-year anniversary dates, paid in the fall of each year to **current, active** employees with the approval of the BCSC Board of School Trustees. These adjustments are based on **consecutive** years of service. Any break in service with BCSC will result in loss of years accrued for recognition of an experience adjustment only. Years would be retained and applied for salary placement and retirement. Employees who are on special contracts do not receive experience adjustments.

The experience adjustment amounts are as follows: Year 5 and 10 receive \$500 and year 15 and every

5th year thereafter will receive \$1000. This amount will be paid on a regular pay date and be included as a separate line item along with the employee's regular pay.

Sports Passes

Each classified staff employee shall be issued an identification badge. This badge may be used as a complimentary pass, subject to space limitations, to corporation athletic events involving student participation and held in corporation facilities, provided that this provision shall not apply to tournaments and events sponsored by the Indiana High School Athletic Association or other comparable associations.

PROCEDURES

Grievance Process

Any person who believes that they have been discriminated against or denied equal opportunity or access to programs or services may file a complaint, which shall be referred to as a grievance. The procedures for filing a grievance are described in the BCSC Administrative Guideline 4122B, "Grievance Procedures for Nondiscrimination and Equal Opportunity / Access."

SERVICES

Employee Assistance Plan

An Employee Assistance Plan through Solutions, Inc. is available to all BCSC employees, dependents and anyone living in the household. This confidential plan includes one to five visits per event. The entire cost of this service will be paid by the School Corporation.

BCSC Health Clinic

Anyone covered under the BCSC Health Insurance plan has access to the BCSC Health Clinic. Information regarding location, operating hours, phone number, frequently asked questions and forms for office visits can be found on the BCSC website.

BENEFITS

Benefits are extended to all full-time, thirty (30) hours or more employees, with exception of bus drivers/monitors who work twenty (20) hrs.

Those employees who were working twenty hours or more per week as of December 31, 1996 will be extended the same benefits as they were at that time.

All classified staff eligible for benefits will have access to Health, Vision, Dental, Life, and long-term disabilities insurances.

Waiting Period for Benefits

All classified staff eligible for benefits will have access to health, vision, dental, life insurance and long-term disability insurance. There will be a **60-calendar day and to the first of the following calendar month** waiting period for new enrollees. An employee **MUST BE ACTIVELY WORKING** during the waiting period. Benefits will begin the 1st day of the month following the 60-calendar day waiting period.

No employee shall be allowed to use vacation days during the first 60 scheduled work days during the first year of employment.

Two sick days may be used during the first 60 scheduled work days during the first year of employment.

No personal days may be used during the first 60 scheduled work days during the first year of employment.

Health Insurance

Eligible employees may participate in the Corporation Group Health Insurance Program. The Health Insurance Plan will be the same as that agreed to by the teacher's contract.

The Corporation provides a monthly contribution toward the premium. The contribution will be determined annually by the Board.

BCSC offers several options with Health Insurance, including a Wellness Program. Employees participating in the wellness program will receive a \$250 credit towards their contributions to the health plan if all of the following criteria are met:

- Completion of Health Risk Assessment;

- Completion of the Biometric Screening;
- Complete an annual Preventive Health exam
- Complete an annual Dental exam

A Health Savings Account (HSA) is offered to BCSC employees who are enrolled in the high-deductible (Option1) BCSC health plan. BCSC employees Health Savings Account funds are deposited with Centra Credit Union. Deposits (up to the federal maximum) and distributions (when used for qualifying medical expenses) are both tax exempt. Balances carry over from year-to-year. Changes can be made April 1, July 1, October 1, and January 1 of any year effective with the next payroll. Please have the form in at least a week before the due date. BCSC does not contribute any funds to the HSA account

Employees scheduled to work less than THIRTY (30) hours per week are not eligible for the Group Health Insurance Program.

Retirees participating in the Group Health Insurance PLAN may continue in the Corporation program until the first day of the month they turn 65. The retired employee's portion of the health insurance premium is determined annually by the Board.

Dental Insurance

Eligible employees may participate in the Corporation Group Dental Insurance Program. The Corporation provides a monthly contribution toward the premium. The contribution will be determined annually by the Board.

Vision Insurance

The Board shall provide a single or family vision care plan for all classified staff that are eligible for group health benefits. The Board will assume the entire cost of the plan.

Life Insurance

Eligible full-time employees may participate in the Corporation Term Life Insurance Program for two dollars (\$2.00) per year. Life insurance protection terminates with the last paycheck received.

Basic Life Insurance is available as follows:

\$35,000 < 200 days worked per year

\$50,000 > 200 days worked per year or full time.

Supplemental Life Insurance

The School Corporation will make available, provided an insurance company is willing to write, a group supplemental life insurance program covering the employee, employee's spouse and/or children. This benefit shall be paid in full by the employee.

Long Term Disability Insurance

Full time employees must participate in the Corporation long term disability insurance program with entire costs paid by the School Corporation.

Long term disability will become effective ninety (90) calendar days after the employee becomes disabled and may continue until age seventy (70)

Worker's Compensation Insurance

All employees are covered by Worker's Compensation Insurance.

If an employee is injured while on duty and the injury resulted from an accident arising out of his/her job assignment, the employee is eligible for benefits from Worker's Compensation Insurance. Benefits will be provided in accordance with applicable law.

An "INDIANA WORKERS COMPENSATION – FIRST REPORT OF EMPLOYEE INJURY/ILLNESS" form must be completed within one working day (24 hours from time of injury) by the employee and supervisor in order to receive benefits from Worker's Compensation.

When a compensable injury renders an employee unable to work, compensation for lost wages is paid starting the eighth day. However, if the employee is still disabled, on the twenty-second (22) day after the injury, the employee will receive compensation for the first seven (7) days per Ind. Code 22-3-3-7 (a)

The employee may choose to take paid or unpaid leave during the seven (7) day waiting period.

This is optional and employees are not required to use paid leave during the waiting period.

RETIREMENT

Retirement Benefits

Employees with at least fifteen (15) years of credited service in the Bartholomew Consolidated School Corporation and who are at least fifty-five (55) years of age at the time of retirement are eligible for **full** retirement benefits. In order to ensure timely payment of retirement benefits from PERF, employees should notify the INPRS at (844) 464-6777 or through the website at <https://www.in.gov/inprs/> at least sixty to ninety (60-90) days prior to the retirement date.

BCSC Retirement Saving Benefit (403b/401a Plan)

Eligible employees may participate in the corporation sponsored tax-sheltered retirement savings program, commonly referred to as the **403(b) plan**. Each employee shall have the option of investing in the 403(b) plan up to the maximum allowable under Federal Law. All employees shall be able to elect to participate in or make changes to the tax-deferred plan on a monthly basis. Online change requests may be completed at any time by logging into the employee account with the approved vendor, Equitable. Changes made by the 25th of each month, will be effective for the 1st payroll date the following month. An employee shall be 100% vested in the employee's salary reduction contributions.

For benefits-eligible positions, BCSC shall match employee 403(b) contributions into a 401(a) account on a dollar for dollar basis up to 3% of your primary pay. Any contributions made by the School Corporation on behalf of the employee and all earnings derived therefrom become vested after a five (5) year service period following the date contributions began. Should the employee leave the School Corporation prior to the five (5) year vesting period, then all contributions made by the School Corporation and all earnings derived therefrom are forfeited.

The approved vendor, Equitable, will be used for the employee' 403(b) and 401(a) accounts.

401A Special Pay Plan

Subject to any limitations contained in the master contract or other negotiated contract between the School and an employee, the School will make a contribution to the Bartholomew Consolidated School Corporation (BCSC) 401(a) Plan on behalf of

a retiring employee, who is at the time of retirement at least age 55 and meets the requirements for retirement from BCSC, an amount equal to the product of: (a) the number of unused vacation days of the retiring employee times the employee's latest daily rate. Such contribution shall be made to the 401 (a) Plan within one month of the date of retirement of the retiring employee.

VEBA (Voluntary Employee Benefits Account)

A VEBA is a tax sheltered investment / annuity account designed to help defray medical expenses of retired employees. The money can only be used for medical expenses for you and your dependents, including deductibles and copays. You cannot access the account until you retire. If you leave BCSC before retirement, then the account is accessible at age 59 ½.

Upon retirement, \$30 will be **deposited into a VEBA** for each unused sick day up to the maximum of 90 days.

SECURITY

Every employee has a responsibility to protect the security and confidentiality of those BCSC assets and information to which the employee has access. This includes physical security and protection of buildings, vehicles, and equipment to which the employee has access or that the employee uses and information and data about BCSC's operations, employees, and students.

Employees may not compromise or attempt to defeat existing security measures.

Keys and Identification Badges

All employees will be issued an identification badge. These badges are to be worn at all times while in BCSC buildings in a work capacity. Some employees may also be issued keys as required to satisfy the requirements of the employee's job. Identification badges and keys are issued to specific employees and may not be shared with another employee. Identification badges and keys must be returned when employment changes or the employee is no longer employed by BCSC. Identification badges and keys must not be duplicated. Employees may not access BCSC facilities outside normal work-related activities without the approval of their supervisor or the building leader.

Employees should not keep keys on a key ring or lanyard with other materials that might reveal the building where the keys are used. This will help reduce the possibility that lost keys could be used to access a building.

User IDs and Passwords

Employees are provided User IDs and passwords to access various BCSC computer systems needed to perform their jobs. Employees are expected to take reasonable care to ensure that User IDs and passwords are not disclosed to other employees or to outside individuals. Employees are expected to change passwords at least as frequently as required by BCSC systems.

In the event that a User ID and password are disclosed, the employee is responsible for changing the password at the earliest possible opportunity.

Technology and Internet Usage Agreement

BCSC provides employees with access to technology, Corporation-provided email, and Internet as needed to perform the job. Each employee must sign a Technology and Internet Usage Agreement in order to access these services. BCSC knows that technology also plays an important role in its employees' lives. Employees are expected to minimize the use of personally-owned technologies such as cell phones, tablets, and other devices during the work day. Any use of a recording device to invade the privacy of another person will result in sanctions for the person making the recording. (A300). Detailed information about BCSC technology and its use can be found in the BCSC Bylaws and Policies section A300 Responsible Use of Technology and Internet Use Policy. BCSC reserves the right to examine and review any and all information that is sent or received using BCSC-provided technology as part of the normal course of business including but not limited to disciplinary or other employee related conditions.

Exit Processing

BCSC provides exiting employees the opportunity to provide feedback regarding their employment. Information collected at an employee's exit may be used for research purposes, to document the reasons individuals leave employment, to identify potential problem areas, and to improve personnel practices and the overall work environment.

BCSC will extend to separated individuals all possible considerations consistent with integrity, BCSC personnel policies, and sound business practices. All terminations of employment shall be consistent with the provisions of federal/state fair employment laws and BCSC's policies prohibiting discrimination in employment because of one's race, color, disability, religion, national origin, ancestry, sex/gender, or age.

Upon receipt of a notice of termination or letter of resignation, the employee's supervisor may schedule a meeting for out-processing activities. The supervisor is responsible for reviewing and collecting the following items:

- Identification badge and keys
- Computer access authorization codes.
- Corporation owned computer equipment – computers, printers, keyboards, etc.
- Corporation cell phones, pagers, radios, and other communication equipment
- Corporation-owned vehicles
- Corporation-owned tools and equipment
- Corporate credit cards.
- Any and all records pertaining to BCSC, its operations, and its students. – either paper or machine –readable
- Forwarding address.
- Last paycheck and vacation pay. *
- Insurance conversion and benefits continuation rights. *

* (Employees will be paid all salary earned through the last day of work **provided that all timesheets are up to date and submitted.** An appointment may be scheduled with the Benefits Specialist in order to make benefit continuation elections and to terminate appropriate benefits.)

APPENDIX A
Awareness Plan

Awareness Plan

Bartholomew Consolidated School Corporation

Professional Assistance Program

AWARENESS PLAN

Employee:

Date:

Administrator:

-
1. Identification of the problem, incident, situation, or concern:

 2. List the plan of action to remedy the problem, incident, situation, or concern:

 3. List the date to review the plan of action:

Signature of employee and administrator documents that a discussion of a problem, incident, situation, or concern has occurred. Signatures verify recommendation of the administrator (does not denote that employee agrees).

Employee signature: _____

Administrator signature: _____

Witness signature (if applicable) _____

Results of review of action plan:

After review of implementation of the action plan the administrator recommends:

- The problem, incident, situation, or concern has been resolved.
The employee is removed from the Professional Assistance Program.
- The problem, incident, situation, or concern has NOT been resolved.
The employee is moved into the Intensive Assistance Plan.

Signatures verify recommendation of the administrator (does not denote that teacher agrees)

Employee signature: _____

Administrator signature: _____

Witness signature (if applicable) _____

Date: _____

Copies provided to: Administrator, Employee, Superintendent/designee, and in Employee File.

Intensive Awareness Form

Bartholomew Consolidated School Corporation

Professional Assistance Program

INTENSIVE ASSISTANCE PLAN

Employee:

Date:

Administrator:

-
1. Review recommendation from Professional Assistance Plan: Check when completed. _____
 2. The Bartholomew Consolidated School Corporation hereby offers an Intensive Assistance Plan to assist the employee in resolving the identified problem, incident, situation, or concern

3. I acknowledge the school corporation's offer to provide intensive assistance.

- I accept the offer of intensive assistance.
- I reject the offer of intensive assistance.

Employee signature: _____

4. If the employee rejects the offer of intensive assistance the administrator makes the following recommendation:
 - Dismissal of employee
 - Other (such as resignation or early retirement)
5. If the employee accepts the offer of intensive assistance the following plan is developed:
 - a. List what must be accomplished by the employee:

 - b. List the intensive assistance to be provided:

 - c. List the timeline for successful improvement:

 - d. List the date for review of the plan:

Signature of employee and administrator documents that a discussion of a problem, incident, situation, or concern has occurred. Signatures verify recommendation of the administrator (does not denote that the employee agrees).

Employee signature: _____

Administrator signature: _____

Witness signature (if applicable): _____

Results of review of plan:

After review of implementation of the plan the administrator recommends:

- The problem, incident, situation, or concern has been resolved.
The employee is removed from the Professional Assistance Program.
- The problem, incident, situation, or concern has NOT been resolved.

The employee will be recommended for dismissal.

Signatures verify recommendation of the administrator (does not denote that the employee agrees).

Employee signature: _____

Administrator signature: _____

Witness signature (if applicable): _____

Date:

Copies provided to: Administrator, Employee, Superintendent/designee, and in the Employee File.

APPENDIX B

Classified Staff Success Rubric

Classified Staff Success Rubric

Evaluator Last Name	
Evaluator First Name	
Evaluator Name	
Building	
Assignment	

	INEFFECTIVE (1)	NEEDS IMPROVEMENT (2)	EFFECTIVE (3)	HIGHLY EFFECTIVE (4)	Score	Comments:
UDL (Universal Design for Learning) 25%	1.1 Rarely meets all: purpose statement, staff member takes initiative, recognizes and removes potential barriers. Rarely uses resources and help available to fulfill purpose statement.	Seldom meets all: purpose statement, staff member takes initiative, recognizes and removes potential barriers. Seldom uses resources and help available to fulfill purpose statement.	Often meets all: purpose statement, staff member takes initiative, recognizes and removes potential barriers. Often uses resources and help available to fulfill purpose statement.	Consistently meets all: purpose statement, staff member takes initiative, recognizes and removes potential barriers. Consistently uses resources and help available to fulfill purpose statement.		
FBIS (Positive Behavior Instructional Support) 25%	2.1 Staff member rarely demonstrates a positive relationship with all stakeholders.	Staff member seldom demonstrates a positive relationship with all stakeholders.	Staff member often demonstrates a positive relationship with all stakeholders.	Staff member consistently demonstrates a positive relationship with all stakeholders.		
Professionalism 3.1 - 25% 3.2 - 25%	3.1 Rarely participates with professional development and puts skills learned into practice. Rarely demonstrates essential functions. 3.2 Professional responsibilities: attendance, punctuality, teamwork, quality and quantity of work, and tact in difficult situations are rarely demonstrated.	Seldom participates with professional development and puts skills learned into practice. Seldom demonstrates essential functions. Professional responsibilities: attendance, punctuality, teamwork, quality and quantity of work, and tact in difficult situations are seldom demonstrated.	Often participates with professional development and puts skills learned into practice. Often demonstrates essential functions. Professional responsibilities: attendance, punctuality, teamwork, quality and quantity of work, and tact in difficult situations are often demonstrated.	Consistently participates with professional development and puts skills learned into practice. Consistently demonstrates essential functions. Professional responsibilities: attendance, punctuality, confidentiality, teamwork, quality and quantity of work, and tact in difficult situations are consistently demonstrated.		
Total Score						0
Goals for next year (ALT Enter for next line):						
Evaluator signature/date:						
My signature to this evaluation denotes only that I have been apprised of its contents. It does not indicate that I agree with the evaluation.						
Evaluator signature/date:						
Evaluator signature/date:						

Category	Range
Ineffective	1-1.75
Needs Improvement	1.76-2.5
Effective	2.51-3.25
Highly Effective	3.26-4

APPENDIX C

School Board Policies

A125 - NEPOTISM, CONFLICT OF INTEREST, GIFTS, AND USE OF CORPORATION RESOURCES

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

Nepotism

The School Board believes that careful contemplation should be given to the implications of employing individuals who are related to the Corporation's policy making and administrative personnel. Nepotism can complicate an employee/employer relationship in several, undesirable aspects. Although hiring of relatives is permissible under law, the Board expresses a concern that favoritism should have no influence in the hiring process.

While the Corporation does not prohibit the employment of relatives of current Corporation employees or Board members, it does require that serious and extensive consideration be given to concerns, problems, and consequences relating to such decisions. However, the Corporation shall not employ an individual in a position which results in one (1) relative being in the direct line of supervision of the other relative.

For purposes of this policy, a "relative" is defined as:

1. The employee's spouse
2. A parent of the employee or a parent of the employee's spouse
3. A child of the employee or a child of the employee's spouse
4. A sibling of the employee or a sibling of the employee's spouse
5. An aunt or uncle of the employee or an aunt or uncle of the employee's spouse
6. A niece or nephew of the employee or a niece or nephew of the employee's spouse
7. A grandparent of the employee or a grandparent of the employee's spouse
8. A grandchild of the employee or a grandchild of the employee's spouse
9. A great-grandparent of the employee or a great-grandparent of the employee's spouse
10. A great-grandchild of the employee or a great-grandchild of the employee's spouse
11. A stepparent of the employee or the employee's spouse
12. A step-grandparent of the employee or the employee's spouse
13. A stepsibling of the employee or the employee's spouse
14. A cousin of the employee or a cousin of the employee's spouse

Conflict of Interest

A conflict of interest occurs when a School Board member or employee knowingly or intentionally may benefit financially from a contract with the Corporation or a purchase made by the Corporation.

Employees shall not engage in, or have a financial interest in (directly or indirectly), any activity that conflicts or raises a reasonable question of conflict with his or her responsibilities to the Corporation.

Any employee who has reason to believe that he or she may have a conflict of interest is required to disclose the potential conflict to their immediate supervisor.

The School Board shall not knowingly approve a contract or purchase in which a Board member, Corporation employee, or agent of the Board or their spouse or dependent profits or has a pecuniary interest unless the member, employee, or agent with the profit or pecuniary interest makes the required written disclosure, and the disclosure is approved by vote of the Board before the Board votes on the contract or purchase. For the purpose of this policy the terms "pecuniary interest" and "profit" have the meaning given to those terms under Indiana law.

A Board member may participate in the discussion on the acceptance of their disclosure; however, a Board member will abstain during the vote on disclosure and the contract or purchase addressed by their disclosure.

A Corporation employee or agent of the Board may be called upon to contribute to or participate in the Board's discussion on the acceptance of a disclosure and the contract or purchase addressed by their disclosure.

Staff Gifts and Use of Corporation Resources

Employees, officers, and agents of the Board shall not make use of materials, equipment, facilities, or any other resources of the School Corporation for any unauthorized purpose. In order to assure that Corporation assets are appropriately safeguarded, the Corporation will employ appropriate methods such as vehicle/equipment use logs.

Employees, officers, and agents of the Board shall not solicit gifts (more than nominal value), travel packages, or other incentives from prospective contractors.

Employees, officers, and agents of the Board should *not* expect or accept gifts for carrying out the duties of his/her position.

Employees, officers, and agents of the Board 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 purchase of equipment, supplies, or services. In addition, 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 equipment, appliances, discount certificates, travel vouchers, tickets, passes, and other such things of more than nominal value. In the event that a 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.

If a staff member has provided an unusual amount of extra help for a student and the family would like to express appreciation, small non-monetary gifts may be accepted.

The Board acknowledges that gift-giving to staff members as part of holiday celebrations is in keeping with the spirit of such celebrations and gift-giving at the close of an academic year is traditional. In these circumstances, 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.

I.C. 31-9-2-107

I.C. 2-2.2-1-17

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

I.C. 36-1-20.2

I.C. 36-1-21

2 C.F.R. 200.112, 200.113, 200.318

7 C.F.R. 3016.36(b)(3) and 3019.42

SBOA Uniform Compliance Guidelines Manual for Schools, Chapter 1

A225 - REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT

The School Board is concerned with the physical and mental well-being of all children and will cooperate in the identification and reporting of suspected cases of child abuse and neglect in accordance with law.

If a staff member has reason to believe that a student is the victim of child abuse or neglect, that staff member shall immediately make an oral report to the Department of Child Services (DCS) or local law enforcement. After the report is made, the staff member shall immediately notify the building administrator if the building administrator was not with the staff member when the report to DCS or law enforcement was made. If appropriate, the building administrator may also immediately report to the Superintendent or designee.

Information concerning alleged child abuse or neglect of a student is confidential information and is not to be shared with anyone other than the administration or the reporting agency.

A staff member who violates this policy may be subject to disciplinary action.

I.C. 31-33-5-1 et seq.

I.C. 20-26-5-35.5

A250 - NO TOBACCO

The School Board prohibits the use of tobacco in any form and the use of e-cigarettes or “vaping” in any building owned or leased by the School Corporation, on Corporation property, or in Corporation owned or operated vehicles.

The Superintendent is directed to develop rules and regulations to enforce this Policy. These rules shall include provisions consistent with state law regarding the posting of notice, requesting persons to refrain from using tobacco in violation of this Policy, and removing from the school building or school property persons who refuse to comply with the Policy after being requested to do so.

Pursuant to state law, persons who violate this Policy will be committing a criminal infraction punishable in an action brought by the prosecuting attorney.

I.C. 7.1-5-12-4

I.C. 7.1-5-12-7

I.C. 7.1-5-12-12

20 U.S.C. 6081 et. seq.

A300 - RESPONSIBLE USE OF TECHNOLOGY AND INTERNET USE POLICY

1. Statement of Corporation Policy:

School Corporation (“Corporation”) believes accessing content on the Internet is essential to fully prepare students for their careers and life. The goal in providing access to the Internet and other technology to staff and students is to promote educational excellence by facilitating instruction, collaboration, innovation, and communication. The Corporation’s students and employees (collectively “Users”) accessing the Internet are representing the Corporation and therefore have a responsibility to use the Internet in a productive manner that meets the ethical standards of an educational institution.

It is the joint responsibility of students, parents, and employees of the Corporation to assure the appropriate and effective use of technology to both enhance the quality of student learning and the efficiency of Corporation operations. The smooth and reliable operation of the Corporation's technological resources is dependent upon the proper conduct of the end users who must adhere to stated policies.

Use of any and all technological resources is a privilege, not a right, and as such, users take seriously the responsibilities associated with signing this user agreement. Inappropriate use may result in a cancellation of some or all privileges and/or other appropriate discipline. The Corporation reserves the right to read, print, delete, store, or use any transmission on this system at its discretion and grants permission to use this system for educational purposes only.

2. Scope of Use:

To ensure that students receive a quality education in an intellectually stimulating environment, both during in-person learning and virtual learning, it is the goal of the Corporation to provide all students with access to a variety of technological resources. All technological resources shall be used in accordance with any and all Corporation policies as well as local, state, and federal laws governing the usage of technology and its component parts. All users shall use the provided technological resources so as not to waste or abuse, interfere with or cause harm to other individuals, institutions, or companies.

This policy applies to all technology provided by the Corporation as well as the personal devices of Users. This includes, but is not limited to, telephones, cellular devices, digital media players, tablets, laptop and desktop computers and workstations, direct radio communication, Internet access, voice mail, e-mail, text messaging, direct messaging through device applications, facsimile transmission and receipt, artificial intelligence, including language-generation tools and large language models, and any computer-based research and/or communication.

3. Definition of Terms Used:

“Confidential information” means information that is declared or permitted to be treated as confidential by state or federal law, including the Family Education Rights and Privacy Act (“FERPA”), or Corporation policy or guideline on access to public records. “Proprietary information” means information in which a person or entity has a recognized property interest such as a copyright.

“Personal device” includes cell phones, smartphones, laptops, tablets, handhelds or any other device that is not the property of the Corporation but is used at school or a school activity, or connected to Corporation technology by a wired or wireless link.

“Technology” means computers and computer systems, public and private networks such as the Internet, artificial intelligence, including language-generation tools and large language models, phone networks, cable networks, voice mail, e-mail, telephone systems, copiers, fax machines, audio-visual systems, cellular devices, tablets, laptop and desktop computers, direct radio communications, text messaging, direct messaging through device applications, and similar equipment as may become available.

“User” means a Corporation employee, student, volunteer, or other person authorized to use Corporation technology.

“Wireless communication device” means any portable wireless device that has the capability to provide voice, messaging, or other data communication between two or more parties, including a cellular telephone, tablet computer, laptop computer, or gaming device.

4. Ownership of Corporation Technology and Information:

The technology provided by the Corporation and all information stored by that technology is at all times the property of the Corporation. Documents and other works created or stored on the Corporation technology are the property of the Corporation and are not the private property of the user. This includes all information created using technology and/or placed on a website, blog, and/or other storage device.

5. Conditions and Standards for Responsible Use of Technology:

- a. Responsible use of technology is ethical, academically honest, respectful of the rights of others, and consistent with the Corporation’s mission. Technology should be used by students to learn and communicate in correlation with the curriculum while under a teacher or supervisor’s direction. Student owned personal devices and Corporation technology shall be used by students under teacher supervision with the purpose of improving instruction and student learning.
- b. Users will become familiar with and comply with all expectations of the Corporation for the responsible use of Corporation technology as communicated in school handbooks, school Corporation policy, and other communications and standards concerning the use of Corporation technology.
- c. Users shall NOT use the Network to: Access, create, send or receive, store, or display obscene materials; create or send threatening or libelous communications or communications which include vulgar, abusive, or otherwise inappropriate language; access or use other individuals’ accounts, information, or files without permission; access websites, files, or other information or resources using passwords not specifically assigned to themselves; pursue commercial or for-profit endeavors; wantonly waste district resources; damage, disable, or otherwise disrupt the operation of the network; or violate any local, state, or federal statutes, including but not limited to copyright law.

Users shall not send, receive, view, or download materials that are harmful to minors, as defined by I.C. 35-49-2-2, on Corporation technology.

- d. Users must respect and protect the privacy and intellectual property rights of others and the principles of their school community. The IT Services Staff are the only individuals authorized to select, adopt and allow the use of specific web-based resources for teacher and student use, including resources for website creation, multimedia projects, presentations, and other collaborations. The IT Services Staff 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 must make a request to the IT Services Staff via the established process. Further, Users shall not alter, delete, or destroy data, information, or programmatic instructions contained in or on Corporation technology without permission from the IT Services Staff. Personally generated files and documents may be deleted by the User who created them, unless they may include propriety information, a student's personally identifiable information, and/or information potentially subject to litigation.
- e. Any recording made on school grounds or during instructional time, whether in-person or virtual, may be subject to copyright laws and the protection of the privacy rights of others, including personally identifiable information about a student protected by the Family Education Rights and Privacy Act ("FERPA"). Where IT Services Staff or other Corporation staff have reasonable suspicion that a recording, data, or image was made in violation of this Policy, such item may be confiscated by Corporation staff. Any use of a recording device to invade the privacy of another person will result in sanctions for the person making the recording.
- f. Users must notify IT Services Staff if they have violated the conditions established for the use of Corporation technology or have witnessed or become aware of another user misusing Corporation technology. Users shall be responsible for noting and reporting any inappropriate use of Corporation technology in violation of Corporation policy or conduct standards including threats, bullying, harassment, or communications proposing or constituting a violation of the law or the Student Code of Conduct.
- g. If a user creates a password, code or encryption device to restrict or inhibit access to electronic mail or files, the user will provide access to that information when requested to do so only by the user's supervisor, teacher, or the IT Services Staff. This includes personal technology brought to or accessed during the work or student day or at a school activity including bus transportation. The IT Services Staff or a designee shall be authorized to override any password, code or encryption device to access the technology. Users shall not use Corporation technology anonymously or use pseudonyms to attempt to escape from responsibilities under this policy, regulations, or the law.

- h. Creation of an account, access to a new application, or any other initial use of software or technological applications in the public domain (non-Corporation managed technology) must be under the supervision of a teacher, for instructional purposes, and only on school approved sites.
- i. 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 shall be addressed with the IT Services Staff or a designee.
- j. An unauthorized attempt to log on to Corporation technology as a System Administrator may result in cancellation of the user's access to Corporation technology and may result in more severe discipline including termination for employees and expulsion for students.
- k. Students shall not be required to divulge personal information for access to a non-Corporation managed technology.
- l. In order to comply with the Children's Internet Protection Act ("CIPA") and I.C. 20-26-5-40.5, the Board 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. Thus, Student use shall be filtered to minimize access to inappropriate materials. Student access to inappropriate materials despite the presence of the filter shall be reported immediately to the IT Services Staff. The filtering software shall not be disabled or circumvented without the written authorization of IT Services Staff or designee.
- m. The corporation may utilize a wide variety of third-party web-based applications in its curriculum. Although these applications are widely used by the education community and support K-12 institutions, the terms of service for many sites require explicit parental permission for children under the age of 13. The Children's Online Privacy Protection Act permits the corporation to provide the necessary consent for educational purposes. A list of the sites/apps with District-approved contracts can be found here:
<https://www.bcschools.org/technology>
- n. While online, student users shall not reveal personal information such as name, age, gender, home address or telephone number, and are encouraged not to respond to unsolicited online contacts and to report to a teacher or supervisor any online contacts which are frightening, threatening, or otherwise inappropriate.
- o. Students, parents and staff are advised that any student connection to any Internet or network provider not under Corporation control may not be filtered to the same degree as connection through Corporation provided access. The Corporation is not responsible for the consequences of access to sites or information through resources that circumvent the Corporation's filtering software.
- p. Users accessing the Internet through personal devices connected to Corporation technology must comply with this policy.

- q. Users connecting personal devices to Corporation technology do so at their own risk. The Corporation is not responsible for damages to hardware or software as a result of the connection of personal devices to Corporation technology.
 - r. Users must not knowingly cause damage to Corporation technology, including transmit a computer virus or other malware that is known by the user to have the capability to damage or impair the operation of Corporation technology, or the technology of another person, provider, or organization, nor shall a user take any action that could cause damage to Corporation technology or other Corporation property.
6. **Conditions and Standards for Responsible Use of Electronic Communication:**
- a. Communications with students/parents/guardians, even if not using school resources, are within the jurisdiction of the Corporation to monitor as they arise out of one's position as an educator. For official Corporation business, employees are to use a Corporation email account when communicating with a student/parent/guardian via email.
 - b. Electronic communication between staff and students/parents/guardians should be written as a professional representing the Corporation. This includes word choices, tone, grammar, and subject matter.
 - c. All data stored or transmitted on Corporation computers shall be monitored. Corporation email accounts shall not be used for sending or attempting to send anonymous messages.
 - d. Unauthorized photos and videos of students and staff shall not be shared or posted electronically.
 - e. Electronic correspondence is a public record under the public records law and may be subject to public inspection.
 - f. The line between professional life and personal life must be clear at all times. Corporation employees should only use their Corporation account or other approved communication method to communicate with students and/or parents and guardians, and should only communicate on matters directly related to education. Relationships associated with such educational social media accounts should only be with members of

the educational community, such as administrators, teachers, students, and parents of such students.

- g. All Corporation employees will be responsible for information that they make public through the use of electronic communication. Teachers are the gatekeeper for the privacy and protection of students. When other people can see your conversations with students (i.e. followers on Twitter or friends on Facebook), you may be endangering them and also violating the Family Educational Rights and Privacy Act (“FERPA”).

7. Conditions and Standards for Responsible Participation in Virtual Instruction:

- a. All policies, rules, and applicable state and/or federal law apply when in virtual learning classrooms.
- b. All staff and students should conduct themselves as if they are physically present in the classroom.
- c. Staff shall password protect all meetings and monitor attendance to ensure privacy.
- d. Staff and students shall manage screen sharing options while conducting or participating in class.
- e. Staff shall stop class if it is necessary to protect the privacy of a student or a group of students.
- f. No individual, including parent(s) or guardian(s), shall record a class session unless it is a staff member and there is an educational reason for doing so and necessary permission has been obtained.
- g. If an unauthorized individual is in a session, staff shall direct the outside individual or group to leave the session immediately. If they refuse to do so, staff shall end the class and start a new, private session. If a student notices an unauthorized individual present in the class, the student should report that individual to the staff

member in the meeting. The staff member should report the intrusion to administration immediately.

8. Access to Information and Investigation of Potential Violations:

- a. The Corporation recognizes it may not be possible to technologically limit all Internet access to only those materials that support and enrich the curriculum according to adopted policies and reasonable selection criteria. For this reason, at the discretion of the Corporation or the Superintendent, technology protection measures may be configured to protect against access to any material considered inappropriate for students to access. Further, the technology protection measures will not purposefully be disabled at any time that students may be using the Network to help protect against access to materials that are prohibited under the Children's Internet Protection Act and/or Corporation policy and guidelines. Any student who attempts to disable the technology protection measures will be subject to discipline. The Superintendent or his designee may temporarily or permanently unblock access to sites containing appropriate material, if access to such sites has been blocked by the technology protection measures. The determination of whether material blocked shall be based on curriculum concerns, including the content of the material and the intended use of the material, policy concerns, network concerns, and safety concerns.
- b. Users shall not have an expectation of privacy in any use of Corporation technology or the content of any communication using that technology, and the IT Services Staff 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 Corporation's technology. Monitoring shall include the use of voicemail but shall not include monitoring a live communication between two or more parties unless at least one user is aware of the monitoring. In addition, use of Corporation technology may be subject to production pursuant to the Indiana Access to Public Records Act, Ind. Code 5-14-3.
- c. A user's history of use and all data stored on or sent to or from Corporation technology shall at all times be subject to inspection by the IT Services Staff or a designee without notice to the user before or after the inspection.
- d. If IT Services Staff has reasonable suspicion to believe a user has violated this policy or additional Corporation rules, the IT Services Staff or a designee may investigate to

determine if a violation has occurred. If the investigation is not conducted by IT Services Staff, the results of the investigation shall be reported to the IT Services Staff by e-mail or in person, and the IT Services Staff shall take appropriate action.

- e. A decision by IT Services Staff in response to an investigated allegation of a violation of this policy or additional Corporation rules may be appealed in writing to the Superintendent within five (5) calendar days. The Superintendent's decision concerning continued access to Corporation technology and any other penalty shall be final.

9. Violations of Responsible Use of Technology:

- a. Violations of this policy may result in denial of further access to technology, suspension or expulsion of students, and discipline of employees including suspension or termination of employment. Such a violation by a person affiliated with a contractor or subcontractor rendering services to the Corporation may result in cancellation of the contract of the contractor or sub-contractor. A violation of this policy by parent(s) or guardian(s) may result in legal measures including, but not limited to, the following measures to ensure the safety and privacy of Users: cease and desist communication and civil or criminal charges.
- b. A user observing or learning of a violation of this policy is required to report the violation to the user's immediate supervisor (for employees or volunteers) or to a teacher or other school administrator (for students).

10. Social Media Use:

- a. Users' personal or private use of social media, even when occurring off school property and outside school hours, may have unintended consequences that affect the school environment.
- b. Social media use should be in a manner sensitive to the Student Code of Conduct and the employees' professional responsibilities.
- c. Only Users designated by the Administration in writing have authority to establish and maintain an individual social media account on behalf of the Corporation. Users may clarify that their personal social media accounts are not operated on behalf of the Corporation.
- d. The intent of this policy is not to infringe upon Users' legal rights, such as the freedom of expression, religion, and association. For example, this policy does not prohibit an employee from posting content outside the scope of their employment and on a matter of public concern. However, those rights do not include permission to post inflammatory comments and/or any statements that could compromise the Corporation's mission, constitute cyber-bullying or harassment, or cause a substantial disruption to the school environment.

Violations: Violations of the social media use provision may result in disciplinary action (including expulsion for students or termination for employees), confiscation of the device, loss of use of Corporation technology resources, referral to law enforcement or the Department of Child Services, and the recording, data, or image made in violation may be deleted. If the Superintendent or designee has reasonable suspicion to believe an employee or student has violated this policy or Corporation rules related to technology, they may investigate to determine if a violation occurred.

11. Protection of Proprietary and Confidential Information Communicated or Stored on Corporation Technology:

- a. Users of the Corporation's technology are expected to protect the integrity of data, personal privacy, and property rights of other persons when using Corporation technology.
- b. The practice of using distribution lists to send information shall not excuse the erroneous disclosure of confidential information. Users shall determine that distribution lists are current and review each name on any list before sending confidential information including, but not limited to, personally identifiable information about students protected by the Family Educational Rights and Privacy Act ("FERPA").
- c. Users should not access confidential information in the presence of others who do not have authorization to have access to the information. Confidential information should not be left visible on the monitor when a user is away from the monitor.
- d. Users should not copy, file share, install or distribute any copyrighted material such as software, database files, documentations, articles, music, video, graphic files, and other information, unless the user has confirmed in advance that the Corporation has a license permitting copying, sharing, installation, or distribution of the material from the copyright owner. Violation of the right of a copyright owner will result in discipline of a student or employee.

12. Incurring Fees for Services:

No user shall allow charges or fees for services or access to a database to be charged to the Corporation except as specifically authorized in advance of the use by IT Services Staff. A fee or charge mistakenly incurred shall be immediately reported to the IT Services Staff. Incurring fees or charges for services to be paid by the Corporation for personal use or without prior

authorization of the IT Services Staff may result in discipline including suspension or expulsion of a student, or suspension or termination of an employee.

Users shall thoroughly review terms and conditions of any programs, software, or applications prior to accepting the terms and conditions. Users are responsible for ensuring the terms and conditions comply with Corporation policy and procedures and state and federal law. Users who are unsure of the terms and conditions shall contact the IT Services Staff prior to accepting any terms and conditions. Accepting terms and conditions that violate Corporation policy or procedures or state or federal law may result in discipline as discussed within this policy.

13. Liability

Use of Technology is at the User's own risk. The system is provided on an "as is, as available" basis. The Corporation is not responsible for any damage Users may suffer. The Corporation is not responsible for the accuracy or quality of any advice or information obtained through or stored on the Corporation's system, nor is it responsible for damages or injuries from improper communications or damage to property used to access Corporation technology. The Corporation is not responsible for financial obligations arising through unauthorized use of the educational technologies or the Internet.

14. Training

All students and those staff members who work with students on/in technology applications may receive annual training on social media safety, cyber bullying, and appropriate responses.

47 U.S.C. §254(h)(5)(B)-(C), 254(l)

20 U.S.C. §67777(a)

47 C.F.R. §54.520(c)(1)(i)

Children's Internet Protection Act (CIPA)

I.C. 20-26-5-40.5

I.C. 20-26-5-40.7

A350 - CIVILITY AND DECORUM POLICY

Bartholomew Consolidated School Corporation (“School Corporation”) is dedicated to maintaining a supportive learning environment free from disruptive conduct. The School Corporation, through this policy, intends to promote mutual respect, civility, decorum, and orderly conduct among employees, parents/guardians, and other members of the public.

School Corporation employees, parents/guardians, and other members of the public are expected to treat one another with civility, courtesy, and respect during all School operations, programs, and activities, including on school grounds or at school-sponsored events.

Respectful dialogue amongst employees, parents/guardians, and other members of the public is welcomed and even encouraged. This policy is not intended to stifle the expression of differing viewpoints, rather to promote problem-solving and the respectful communication of differing viewpoints. However, any conduct that disrupts or interferes with the good order or administration of any School Corporation operation, program, or activity will not be tolerated.

Disruptive or uncivil behavior includes, but is not limited to:

- a. Actions taken or words conveyed with the purpose to intimidate, threaten, or harass;
- b. Using profanities or obscenities;
- c. Raising one’s voice above an appropriate level;
- d. Personal attacks;
- e. Gesturing in a manner that causes one to fear for his/her safety;
- f. Invading, or remaining, in one’s personal space after being asked to move away;
- g. Physically blocking others from moving about freely; or
- h. Using physical force, or threat of physical force.

An incident of uncivil or disruptive behavior from employees, parents/guardians, or other members of the public will be documented and sent to the appropriate building or district administrator.

The School Corporation will address disruptive and uncivil behavior in a progressive manner. Usually, School Corporation officials will first remind the individual to remain civil and be respectful and courteous to others. If disruptive and uncivil behavior continues, the School Corporation may take the following, non-exhaustive actions: remove the individual from the general area to provide time for de-escalation; remove the individual from the area for the remainder of the meeting or event; implement a communication plan; and/or issue a no-trespass order.

Nothing in this policy shall prevent the School Corporation from appropriately involving law enforcement or meeting reporting requirements under Indiana law.

For School Corporation employees and students who behave in an uncivil or disruptive manner, appropriate disciplinary action will be taken in accordance with established School Corporation policies, procedures, and handbooks.

IC §20-33-9-10

D200 - STANDARD OF CARE AND SUPERVISION OF STUDENTS

All school employees and volunteers shall uphold the highest standards for supervision, control, and protection of students commensurate with their assigned duties and responsibilities both during the school day and at school-sponsored events, field trips, or performances. All employees and volunteers shall establish and maintain professional boundaries with students that are consistent with their legal, professional, and ethical duty of care for students.

The following expectations will be enforced:

- A. An employee shall *immediately* report to law enforcement or child protective services any suspected child abuse or neglect. An employee shall immediately report to a building administrator any knowledge of criminal organization (gang) activity and shall immediately report to the Title IX coordinator any report of student sexual harassment or assault.

- B. Employees shall set a positive example for students in words and actions. This includes, but is not limited to, refraining from use of profanity, demeaning statements, and any other communications that set an inappropriate example for students.

- C. An employee shall not associate with students at any time in any manner that may give the appearance of impropriety or is not consistent with an employee's role as an exemplar. This includes, but is not limited to, the employee's involvement in any situation that could be considered abusive or sexually suggestive, or involves harmful substances such as illegal drugs, alcohol, or tobacco. Further, employees shall not communicate with students by electronic means except on School-approved applications for educational purposes. Communications exchanged via any electronic platform shall not be deleted unless first uploaded to the School's data management system. Any sexual or otherwise inappropriate conduct with a student, including improper personal communications, will subject the offender to potential criminal prosecution and disciplinary action by the Board up to and including termination of employment.
- D. If a student approaches an employee to seek advice or discuss personal matters, including but not limited to personal relationships, sexual behavior, substance abuse, and/or mental or physical health, the employee shall assist the student by facilitating contact with certified or licensed individuals in the School or community who are qualified in the assessment, diagnosis, and treatment of the student's stated problem. Any employee who determines that a student needs services shall report the matter to appropriate authorities and their supervisor. However, under no circumstances should an employee attempt to counsel, assess, diagnose, or treat the student, unless properly licensed and authorized. Nor shall any such employee inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law.
- E. An employee or volunteer shall not electronically transmit any personally identifiable image of or information on a student(s) without the prior approval of School administration and the student's parent, where applicable.
- F. All employees and volunteers shall follow established school safety procedures and protocols. An employee or volunteer shall immediately report to a building administrator any accident, safety hazard, knowledge of threats of violence, or other potentially harmful situation they detect.

- G. An employee shall not transport students in a private vehicle without the prior approval of the principal.

- H. A student shall not be required to perform work or participate in activities detrimental to their health or welfare.

Employees who fail to follow this policy shall be subject to discipline up to and including termination. Volunteers who fail to follow this policy shall be subject to revocation of volunteer privileges. Some violations may subject employees or volunteers to criminal prosecution.

I.C. 31-33-5

Criminal Organization Policy

D225 - EMPLOYEE ETHICS

All school employees shall uphold the highest ethical standards in their working relationships. Employees shall establish and maintain professional boundaries with students and colleagues. Employees are expected to treat all individuals with respect and courtesy.

Employees shall aim to protect the health, well-being, and safety of students and coworkers. Employees are expected to maintain the privacy of student information, except for circumstances where employees have a legal duty or professional obligation to report.

Employees shall set a positive example for students in words and actions. This includes, but is not limited to, refraining, while in the presence of students, from use of profanity, demeaning statements, and any other communications that set an inappropriate example for students.

Employees are expected to perform their assigned duties and responsibilities commensurate with their represented competence and expertise.

Employees shall not use their employment position to advance a private economic, political, or religious agenda. This does not limit an employee's constitutionally protected rights as a citizen.