

# CERTIFIED EMPLOYEE HANDBOOK

Board Approved 8-26-24



North Montgomery  
Community School  
Corporation  
480 W. 580 N.  
Crawfordsville, IN  
47933

This booklet is not to be construed as a contract of employment

TABLE OF CONTENTS  
CERTIFIED  
HANDBOOK

EMPLOYMENT ..... 5

    TEACHER EMPLOYMENT ..... 5

    MISSION AND PHILOSOPHY ..... 5

    NON-DISCRIMINATION, ANTI-HARASSMENT AND ANTI-BULLYING ..... 5

    SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT ..... 6

    TEACHER ETHICS\STAFF-STUDENT RELATIONSHIPS ..... 7

    OUTSIDE ACTIVITIES OF TEACHERS ..... 9

    ASSOCIATION RIGHTS AND RESPONSIBILITIES ..... 9

    TEACHING DAYS AND HOURS ..... 10

EMPLOYMEE BENEFITS, LEAVE AND PAY ..... 11

    BENEFITS ..... 11

    DENTAL INSURANCE ..... 11

    DISABILITY ..... 11

    ELIGIBILITY AND EFFECTIVE DATES ..... 11

    HEALTH INSURANCE ..... 12

    HEALTH SAVINGS ACCOUNT (HSA) ..... 12

    TEACHERS RETIREMENT FUND (TRF) ..... 12

    TERM LIFE INSURANCE ..... 12

    VISION INSURANCE ..... 12

    VOLUNTARY BENEFITS ..... 12

    LEAVE ..... 13

    ADOPTION/FOSTER PARENT LEAVE/BENEFIT ..... 13

    BEREAVEMENT LEAVE ..... 13

    EDUCATIONAL LEAVE ..... 13

    FAMILY ILLNESS DAYS ..... 13

    FAMILY AND MEDICAL LEAVE ACT ..... 14

    JURY DUTY ..... 15

    LEAVE REQUEST GUIDELINES ..... 15

    MATERNITY LEAVE AND MATERNITY BENEFITS ..... 15

MILITARY LEAVE .....	16
PARENTAL LEAVE BENEFIT .....	16
PERSONAL DAYS .....	16
RETURN TO WORK POLICY .....	16
SICK DAYS .....	17
TIME OFF GUIDELINES .....	17
WORKERS' COMPENSATION .....	18
PAY .....	18
EXTENDED NON-CONTRACTUAL DAYS.....	18
PAYROLL DEDUCTIONS.....	18
SALARY AND EVALUATION .....	18
UNEMPLOYMENT COMPENSATION .....	19
EMPLOYEE CONDUCT AND WORK RULES .....	19
ATTENDANCE AND PUNCTUALITY.....	19
CONFLICT OF INTEREST .....	19
COMMUNICABLE DISEASES AND WORK STATUS.....	19
DRUGS AND ALCOHOL .....	20
DUE PROCESS .....	20
EMERGENCY CONDITIONS-SCHOOL CANCELLATION.....	23
MANDATORY REPORTING .....	23
MANDATORY TRAINING EXPECTATIONS.....	23
NEPOTISM .....	24
PUBLIC PRESENTATION .....	24
RESPONSIBLE USE OF SOCIAL MEDIA.....	24
RULES OF CONDUCT.....	24
SAFETY.....	25
AHERA STANDARD .....	25
BOMB OR OTHER THREATS.....	26
FIRE EXTENGUISHERS.....	26
PESTICIDE APPLICATION PROCESS .....	26
TORNADO AND FIRE DRILLS .....	26
UNIVERSAL PRECAUTIONS .....	26
SEARCH.....	27
SOLICITATION.....	27

STAFF DRESS AND GROOMING .....	27
SUMMER SCHOOL/INTERSESSION HIRING GUIDELINES .....	27
THEFT AND PROPERTY DAMAGE .....	28
USE OF COMMUNICATION SYSTEMS .....	28
USE OF EQUIPMENT AND VEHICLES .....	28
VOLUNTEERS AND PARENTS .....	29
WEAPONS.....	29
WORKPLACE VIOLENCE .....	29
EMPLOYMENT STATUS AND RECORDS .....	30
CHANGE OF STATUS.....	30
DIPLOMA, LICENSURE, AND CERTIFICATION VERIFICATION .....	30
EMPLOYEE REFERENCE POLICY .....	30
ESTABLISHED TEACHER/PROBATIONARY TEACHER.....	30
MANDATORY FORMS .....	30
CRIMINAL HISTORY .....	31
EMPLOYMENT ELIGIBILITY DOCUMENTS.....	31
PAYROLL FORMS .....	31
REASSIGNMENT, VACANCY, AND TRANSFER .....	31
REDUCTION IN FORCE .....	31
RESIGNATION/TERMINATION .....	31

# **EMPLOYMENT**

## **Teacher Employment**

North Montgomery Comm. Schools (the “Corporation”) recognizes that it is vital to the successful operation of the Corporation that positions created by the Corporation be filled with highly qualified and competent teachers (“employee”, “certified employee”). The Corporation shall approve the employment, assign the compensation and establish the term of employment for each teacher employed by the Corporation. This handbook applies to all Corporation certified employees.

The Corporation complies with all applicable federal laws including but not limited to: Title VII of the Civil Rights Act of 1964, as amended, Title IX of the Civil Rights Law passed as part of the Education Amendment of 1972, the Fair Labor Standards Act of 1938, the Occupational Safety and Health Act of 1970, American with Disabilities Act of 1990, as amended, the Family and Medical Leave Act of 1993, as amended, the Health Insurance Portability and Accountability Act of 1996, and the I-9 Immigration Reform and Control Act of 1986, the Pregnant Workers Fairness Act (PWFA) and Providing Urgent Maternal Protections (PUMP) for Nursing Mothers. Since the information, policies, and benefits described in the employee handbook are subject to change, employees need to acknowledge revisions to the handbook that may occur. All such changes will be communicated through official notices, and employees need to understand that such revisions may supersede, modify, or eliminate existing policies.

The contract between the Corporation and a teacher shall be as required by law and consistent throughout the Corporation.

The policies in this manual are intended for all certified employees of the Corporation. The Corporation reserves the right to revise, change, or terminate policies or procedures at any time, with or without notice.

The Superintendent or designee is authorized to prepare administrative guidelines for recruiting and selecting all teachers.

This handbook is not a contract for employment nor a legal document. Employees need to understand it is their responsibility to read and comply with the policies contained in the handbook.

## **Mission and Philosophy**

We provide rigorous and engaging learning experiences to prepare all students socially, emotionally and academically, for their future – Employment, Education, Enlistment.

Parents choose North Montgomery Community School Corporation for their children. It is where students are at the center

of decision-making, school personnel want to work and grow, and families and the community value education. Our top priority is the safety and security of all students and staff members. We are fiscally responsible so that highly effective learning occurs in and outside of school.

## **Non-Discrimination, Anti-Harassment and Anti-Bullying**

The School Board does not discriminate on the basis of race, color, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, age, religion, military status, ancestry, genetic information, or any other legally protected category (collectively, 'Protected Classes') in its programs and activities, including employment opportunities. Employees are required to report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other Corporation-level official so that the Board may address the conduct. Any administrator, supervisor, or other Corporation-level official who receives such a report shall provide it to the Superintendent or appropriate compliance officer immediately. The contact information is:

<b>Dr. Anthony Tharp, Asst. Supt./ADA, 504 Coordinator &amp; McKinney Vento Liaison</b>	<b>Human Resources</b>	<b>Craig Reich/Title IX Coordinator</b>
480 W 580 N	480 W 580 N	480 W 580 N
Crawfordsville, IN 47933	Crawfordsville, IN 47933	Crawfordsville, IN 47933
765-359-2112	765-359-2112	765-359-2112
atharp@nm.k12.in.us	HR1@nm.k12.in.us	titleix@nm.k12.in.us

Discrimination against an individual based on their sex (including gender identity, sexual orientation, and pregnancy) is discrimination in violation of Title VII and/or Title IX. Specifically, discrimination on the basis of sex stereotyping/gender-nonconformity constitutes sex discrimination. This is true irrespective of the cause of the person's gender non-conforming behavior. Employment actions based upon an individual's sex could be suspect and potentially impermissible.

### **Section 504/ADA Prohibition Against Disability Discrimination in Employment**

The School Board prohibits discrimination against any employee or applicant based upon disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability. (Policy 3123)

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may

intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws or this policy, or exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies. (Policy 2266 and 3122)

Reports of discrimination can be made in person to the Superintendent, Human Resources or Title IX Coordinator. Contact information is available on the website under the Human Resources tab.

More information regarding the grievance process can be found in Board Policy under Policies 2266, 4122 or 4123.

### **Teacher Ethics\Staff-Student Relationships (Policy 1213.01)**

Sexual conduct with or sexual relationships with students by a Corporation employee are prohibited. Any teacher, administrator, coach, school official, or staff member who engages in sexual conduct with a student may be disciplined, up to and including termination. That person's conduct also may constitute the crime of:

- A. "sexual battery," under I.C. 35-42-4-8; or
- B. "child molesting" under I.C. 35-42-4-3 in the case of a child under fourteen (14) years of age; or
- C. "child seduction" under I.C. 35-42-4-7; or
- D. "sexual misconduct with a minor" under I.C. 35-42-4-9 in the case of a child between the ages of fourteen (14) and sixteen (16).

The issue of consent is irrelevant in regard to the latter three (3) criminal charges. Any conduct that may constitute a crime shall be reported to local law enforcement.

Any employee accused of sexual conduct or a sexual relationship with a student may be placed on leave until school administrative proceedings are completed. Proven sexual relationships with a student, regardless of the age of the student, shall initiate the termination process for the employee.

The Corporation's administrators, including a Compliance Officer or designee, shall report to local law enforcement any conduct that may constitute a crime upon receiving a report of such conduct.

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to report that knowledge or suspicion to the Department of Child Services ("DCS") immediately.

### **Inappropriate Boundary Invasions by Corporation Employees**

The Board prohibits inappropriate boundary invasions by a Corporation employee into a student's personal space and personal life.

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

- A. hugging, kissing, or other physical conduct with a student;
- B. telling sexual jokes to students;
- C. engaging in talks containing sexual innuendo or banter with students;
- D. talking about sexual topics that are not related to curriculum;
- E. showing pornography to a student;
- F. taking an undue interest in a student (i.e., having a “special friend” or “special relationship”);
- G. initiating or extending contact with students beyond the school day for personal purposes;
- H. using email, text messaging, websites, or other social media services to discuss personal topics or interests with students;
- I. giving students rides in the staff member’s personal vehicle or taking students on personal outings without administrator approval;
- J. invading a student’s privacy (e.g., walking in on the student in the bathroom or locker room or asking about bra sizes or previous sexual experience);
- K. going to a student’s home for non-educational purposes;
- L. inviting students to the staff member’s home without proper chaperones (i.e., another staff member or the student’s parent);
- M. giving gifts or money to a student for no educational purpose;
- N. accepting gifts or money from a student for no legitimate educational purpose (this does not include gifts given at Christmas or at the end of the year as a “thank you” to the staff member);
- O. being overly touchy with students;
- P. favoring certain students by inviting them to come to the classroom at non-class times;
- Q. pulling a student out of class to visit with the staff member;
- R. providing advice to or counseling a student regarding a personal problem (e.g., problems related to sexual behavior, substance abuse, mental or physical health, or family relationships) unless properly licensed and authorized to do so;
- S. talking to a student about problems that normally would be discussed with adults (e.g., marital issues);
- T. being alone with a student behind closed doors without a legitimate educational purpose;

- U. telling a student “secrets” and having “secrets” with a student.

Disciplinary action, up to and including termination, may result from the violation of the above-stated boundary invasions.

### **Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension**

The Superintendent shall report to the Indiana Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members convicted of sexual battery and, in accordance with Policy 3121 - Personal Background Checks, References, and Mandatory Reporting of Convictions and Substantiated Child Abuse ( ) and Arrests, shall suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

### **Outside Activities of Teachers (Policy 3231)**

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

- A. Staff members shall not give school time to an outside activity without valid reason to be excused from assigned duties.
- B. Staff members shall not use school property or school time to solicit or accept customers for private enterprises without written administrative permission.
- C. Staff members shall not campaign on school property during duty hours on behalf of any political issue or candidate for local, State, or National office except on election day at election polls on school property.
- D. Staff members may not accept fees for tutoring when such tutoring is conducted during the normal workday.
- E. Staff members may not accept fees for remedial tutoring of students currently enrolled in one (1) or more of their classes.

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

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

### **Association Rights and Responsibilities**

**Membership:**

Per an agreement with the NMTA, teachers can authorize the Corporation to deduct membership dues twice a year.

**Activities:**

The Association will be provided time, space, tables, and chairs during the back-to-school district day to meet with the teachers for membership enrollment and other updates.

**Association Release:**

Association officers released to conduct Association business shall sign out of the building after making arrangements with the building principal or their designee for classroom coverage if needed

- The Association shall have reasonable bulletin board space in the faculty lounge for its exclusive use in each school. The Association’s sponsorship shall appear on all materials posted by the Association.
- The Association is permitted access to teachers’ mailboxes to distribute printed material; the Association’s sponsorship shall appear on all print materials distributed through teachers’ mailboxes. The Association may access the Corporation’s electronic mail system, which the Association President or designees may use to transmit electronic mail to teachers’ mailboxes.
- The Association shall be permitted to use the inter-school mail system provided that the Corporation shall have no obligation to make special arrangements, incur extra expenses, or devote time beyond that required for inter- school mailing normally and routinely instituted by the Corporation

**Building Use:**

The Association shall use school buildings when arrangements for such use are made with the principal's prior approval.

**Equipment Use:**

The Association’s officers and building representatives shall have reasonable use of building equipment.

**Teaching Days and Hours**

**School Year:**

The teaching contract year shall consist of one hundred eighty-five (185) days for all North Montgomery Comm. Schools, as identified by the adopted calendar.

**School Day:**

	<u>Pleasant Hill</u>	<u>Sugar Creek</u>	<u>Sommer</u>	<u>Middle School</u>	<u>High School</u>
Monday- Thursday	7:40 – 3:30	7:30 – 3:20	7:30 – 3:20	7:55 – 3:45	7:55 – 3:45
Friday	7:40 – 2:45	7:30 – 2:35	7:30 – 2:35	7:55 – 3:05	7:55 – 3:05

- The
- The teacher day may be adjusted according to a Superintendent's directive and/or School Board approval due to

the make-up of required instructional days.

### **Flexible Work Hours for Teachers:**

Administration may initiate flexible work hours to meet students' instructional needs.

## **EMPLOYEE BENEFITS, LEAVE AND PAY**

### **BENEFITS**

#### **Dental Insurance**

Dental insurance is available to employees and their eligible dependents.

#### **Disability Insurance**

**Long-Term Disability (LTD)** - The Corporation pays all but \$1.00 of the Long-Term Disability insurance premium for eligible employees. The waiting/elimination period for LTD is ninety (90) days. When an employee is on LTD, they are being paid by the disability carrier, not the Corporation. Once an employee is eligible for LTD after a 90 day waiting period, they have exhausted FMLA rights, they are no longer in a job-protected leave status, and their employment with the Corporation may end. If the individual is released to return to work, the former employee is welcome to apply for any open position for which they are qualified.

#### **Eligibility and Effective Dates Health, Dental, and Vision Insurance**

All new Teachers shall become eligible to participate in the insurance plans currently offered on the first day of employment. Teachers must meet with HR to complete enrollment before their first day of employment. Teachers are paid in either twenty-two (22) or twenty-six (26) bi-weekly, consecutive payments depending on what is/is not selected during the new hire process.

The benefits will be immediately discontinued when a Teacher dies or is released from a contract for any reason. If a Teacher resigns, coverage will end on their last day of employment. A Teacher who fulfills the term of the school year contract shall have insurance through the last day of their employment.

Every fall, eligible employees will be offered an open enrollment opportunity. Employees may elect to add/drop/change coverage during the annual open enrollment period, add or delete eligible dependents, or change the current health, dental, vision, and voluntary benefit options. Changes made during the open enrollment period will be effective on January 1

A Qualifying Life Event or change in family or personal status shall be defined as a change in marital status, a change in employment status of either the employee or the employee's spouse, loss of coverage, or a change in family size. Employees shall have thirty (30) days from the Qualifying Life Event date to request coverage under the Plan. If coverage is not requested during the thirty-one (31) day period, the employee must wait until the next annual open enrollment or Qualifying Life Event, whichever occurs first.

The Corporation complies with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and its

amendments which give employees and their families who lose their health benefits the right to choose to continue group health benefits provided by the Corporation for a limited period under certain circumstances such as a voluntary or involuntary job loss, reduction in the hours worked, the transition between jobs, death, divorce, and other life events. Qualified individuals must pay the premium for coverage of up to 102% of the plan's cost. The Corporation uses a third-party administrator for those who are COBRA eligible.

## **Health Insurance**

Health insurance is available to eligible employees and their eligible dependents. Two plans are available; both are HDHP (high deductible health plan). Information regarding the health insurance plans is available during the new hire process.

## **Health Savings Account (HSA)**

A Health Savings Account is available to eligible employees with high-deductible health plans (HDHP). Information regarding the HSA is available during the new hire process.

## **Retirement Overview**

Retirement qualifications for a Teacher:

- a. Must be full-time employee working a minimum of thirty-seven (37) hours per week;
- b. Must be fifty-five (55) years old at the time of retirement; and
- c. Must have a minimum of fifteen (15) years of work experience at North Montgomery prior to retirement.

A retiring Teacher may elect to participate in any insurance program the School Corporation offers its Teachers until the Teacher reaches Medicare age, provide he/she pays 100% of the premium for each insurance program in which he/she elects to participate. To be eligible for this provision, the retiree of the Corporation must have been covered under the health plan for at least one (1) year January-December immediately prior to retirement and through final day of employment - retirees may not opt in and out of plan. After a retiree exits the plan, they are no longer eligible for open enrollment.

Additional retirement information may be found in the most current version of the Master Contract located in NMNET on Google Drive. Please search for it using the term Master Contract.

## **Teachers Retirement Fund (TRF)**

Certified Teachers are required to join the Teachers' Retirement Fund. The Corporation contributes the Teacher's required contribution of three percent (3%) of their gross earnings to this retirement program, and the employer contributes a statutory amount. Vesting in Corporation contributions occurs after ten (10) years of INPRS service with the Hybrid Plan or five (5) years of INPRS service with the My Choice Plan. A Teacher is always 100% vested in their contributions. Visit the INPRS website at [www.inprs.in.gov](http://www.inprs.in.gov) for details.

## **Term Life Insurance**

All eligible employees have the option to choose Term Life Insurance starting on the 1st day of employment. The Corporation pays all but \$1.00 of the plan. The term life insurance coverage amount is \$50,000 and offers an Accidental Death and Dismemberment benefit. Beneficiaries for the life insurance plan should be reviewed and updated annually.

## **Vision Insurance**

Vision insurance is available to employees and their eligible dependents. Vision insurance is not subject to the spousal carve-out.

## **Voluntary Benefits**

Various supplemental insurance policies are available to eligible employees and their eligible dependents through American Fidelity Supplemental Insurance options. The employee pays 100% of the premium. A list of options will be available to employees during the annual open enrollment period in October.

## **LEAVE**

### **Adoption/Foster Parent Leave and Adoption/Foster Parent Benefit**

A Teacher who adopts a child shall be granted two (2) school days adoptive leave with pay. These days must be taken within thirty (30) days of the placement of the child. Additional adoptive leave shall be granted for up to a period of one (1) year without pay. If the necessity for leave is foreseeable based on the expected birth or placement, the Teacher shall provide the Superintendent with not less than thirty (30) days' notice before the leave is to begin, except that the date of birth or placement requires the leave to begin in less than thirty (30) days, the Teacher shall provide such notice as is practicable.

### **Bereavement Leave**

Death and Bereavement. A Teacher shall be granted bereavement days in the case of each death in the immediate family without loss of compensation. This leave, at the Teacher's discretion, shall not extend more than five (5) consecutive school days for each death during that school year. Immediate family shall be father (-in-law), mother (-in-law), brother (-in-law), sister (-in-law), husband, wife, child (-step), and other similar relationship established by marriage, as well as any other relative or dependent who at the time of the death, was a member of the household of the Teacher. Each Teacher shall be granted one (1) day of leave for each death of other family members and friends; to be used within 5 days of the funeral/memorial. Days shall not be charged against personal illness days and do not accumulate.

### **Educational Leave**

Educational Leave. A Teacher recommended or appointed to represent a school, an area of instructional service or the School Corporation may be granted a leave with pay to attend an educational conference or convention for a period not to exceed five (5) days and shall be allowed the expenses associated with the attendance and travel fare. Application for educational leave must be made in advance for Board approval. After an approved trip has been made, the Teacher must file an itemized statement of expenses and attach to the claim all receipts for lodging, transportation and any other miscellaneous expenses, if applicable.

### **Family Illness Days**

Family Illness. A Teacher shall be entitled to be absent for reasons of family illness for a total of four (4) days during a school year. Family shall be defined as immediate family (mother, father, spouse, son, daughter, and guardianships). These days shall not be charged against personal illness days. An immediate family member who is ill is the only use for these days. They are not taken from personal illness days, nor do they accumulate. These are not "personal" leave days. A

family illness day may be transferred to a personal leave day if needed. Teachers who believe they have a similar relationship established by marriage or a relative or dependent who at the time is a member of their household may initiate an Emergency Leave provision request. In extreme cases, Teachers who are in need of additional Family Illness days, without loss of compensation, may submit a Letter of Request via email to the Superintendent, for the consideration of a maximum of four (4) additional Family Illness days per year. If approved, these days may be moved from any accumulated Personal Illness days related to the individual Teacher of request and if not used by years' end, will move back into the Personal Illness account for the Teacher. If Personal Illness days are depleted, then the requested days, if approved, would be taken from the Personal Illness Bank, as provided by the Master Contract. (Personal Leave days must have been exhausted before this request may become valid.)

## Family and Medical Leave Act (FMLA)

In accord with federal law, the Corporation shall provide up to twelve (12) workweeks of unpaid leave to all employees working 1250 hours within the preceding twelve (12) month period, and work at a worksite where there are at least fifty (50) employees within a seventy-five (75) mile radius. If eligible, an employee may be able to take up to twelve (12) weeks of unpaid leave during a twelve (12) month period for the following reasons:

- A. For birth of a son or daughter, and to care for the newborn child ([see § 825.120](#)) within the first twelve (12) months after birth;
- B. For placement with the employee of a son or daughter for adoption or foster care ([see § 825.121](#));
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition ([see §§ 825.113 and 825.122](#)); or
- D. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job ([see §§ 825.113 and 825.123](#));
- E. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status ([see §§ 825.122 and 825.126](#)); and
- F. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member. [See §§ 825.122 and 825.127](#).

Such leave may not be taken intermittently or on a reduced-leave schedule in the event of the birth, adoption, or foster care of a child, unless the Superintendent and the employee agree. The employee has the right to take intermittent or reduced-leave schedule (half days) when medically necessary to care for a spouse, child, or parent who has a serious health condition or if the employee has a serious health condition. In both cases, taking such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken.

Please see Board Policy 3430.01 for information regarding substitution of paid leave. In cases in which the Board has employed both spouses the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse.

In the case of a health condition of a family member, the Superintendent, or his designee, will obtain medical certification from the physician of the employee or his/her family member including:

1. the date the serious health condition began;
2. the probable duration;
3. appropriate medical facts regarding the condition;
4. a statement that the employee is needed to care for the family member;
5. and an estimate of the amount of time needed for such care.

6. in the event that is the employee's own health condition, a statement from his/her physician will be required stating that the employee is unable to perform the functions of his/her position.

The Corporation reserves the right to obtain the professional opinion of a second health provider at the district's expense. No arbitration will be considered. The Corporation reserves the right to draw their own conclusions relative to this issue.

Prior to returning to work, the employee shall provide the Corporation with a statement from his/her physician that she/he is able to assume full-time responsibilities for his/her position. Any restrictions must be doctor initiated. At the end of any leave described in this policy, the Corporation shall restore the employee to his/her former position or to one that is equivalent in responsibility and compensation. During a family leave, the employee's current coverage shall be maintained under the Corporation's health insurance program.

Should the employee elect not to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the employee, the employee shall reimburse the Corporation for the health insurance premiums paid by the Corporation during the leave period.

Employees must be employed for more than one (1) calendar year to be eligible for FMLA. The Corporation uses a set twelve (12) month period from July 1 to June 30.

More information can be found at <https://www.ecfr.gov/current/title-29/subtitle-B/chapter-V/subchapter-C/part-825>

## **Jury Duty**

Jury Duty. Teachers subpoenaed for jury duty shall be entitled to a leave during the necessary period and shall be paid by the Board the difference between jury duty and regular salary.

## **Leave Request Guidelines**

Notwithstanding the below guidelines regarding the various types of unpaid leave, the Corporation will require Teachers to use all but five (5) days of paid time off concurrently when taking leave time. The five (5) reserved days may be any combination of personal, vacation, or sick days at the Teacher's discretion. A Teacher who exhausts FMLA and/or ADA leave time is responsible for 100% of insurance premiums at the end of the FMLA and/or ADA leave.

A Teacher granted a leave of absence beyond that to which the Teacher is entitled under the Family Medical Leave Act, ADA Leave, or a Leave of Absence for Advanced Study, as applicable, can choose to maintain, at the Teacher's sole expense (paying the total premium), all insurance benefits in which they are enrolled at the time of the request for additional approved leave.

If a Teacher is in an unpaid status while on leave when new balances are added, the paid time (sick, vacation, and personal time) will not be added until the Teacher returns to active employment. All paid time will be prorated upon the return-to-work date, and paid time will not accrue while the Teacher is on leave in an unpaid status.

Teachers should request time off in half-day or full-day increments.

## **Maternity Leave and Maternity Benefits**

Any Teacher who is pregnant may continue in active employment as late into the pregnancy as she wishes, if she can fulfill the requirement of her position. Temporary disability caused by pregnancy shall be governed by the following:

(1) Any Teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of her child, if she notifies the Superintendent at least thirty (30) days before the date on which she wishes to start her leave. She shall notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in case of medical emergency caused by pregnancy, the Teacher shall be granted a leave, as otherwise provided in this section, immediately on her request and the certification of the emergency from an attending physician. The leave of absence shall begin at the end of a grading period to the greatest extent possible allowed under the circumstances. Where the teacher's condition raises any serious problem to the teacher's health in the period prior to the beginning of leave, the corporation may request a statement by the teacher's physician as to the teacher's ability to continue teaching including a diagnosis and prognosis. The initial doctor's statement shall be provided at the teacher's expense. Any subsequent opinion requested by the Board shall be from a mutually agreed to doctor at the Board's expense.

(2) All or part of a leave taken by a Teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available personal illness days. However, the Teacher is not entitled to take accumulated sick leave days when the Teacher's physician certifies that the Teacher is capable of performing the Teacher's regular teaching duties. The Teacher is entitled to complete the remaining leave without pay.

NOTE - This leave may be taken when a doctor certifies the need--either before or "directly" following the birth of the child. This is directly related to the birth of the child not after a period of vacation time. Personal illness days can only be taken when a doctor certifies temporary disability/recuperation time from the onset of the pregnancy to the birth and following recuperation time.

## **Military Leave**

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

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

More information regarding military leave can be found in Policy 1537, 3437 or 4437.

## **Parental Leave Benefit**

When a child is born the spouse will be granted two (2) school days parental leave with pay. These days must be taken within ten (10) school days following the birth of the child. Additional parental leave shall be granted for up to a period of one (1) year without pay. The Teacher shall notify the Superintendent of the expected length of the leave at least thirty (30) days-prior to the start of leave.

## **Personal Days**

Personal Leave. Teachers shall be granted three (3) days of personal leave with pay during the school year. Personal leave

shall not be considered as personal illness days. The Teacher must give written notification to the Superintendent of Schools. Any unused personal leave days shall accumulate with the Teacher's unused personal illness days. A family illness day may be transferred to a personal leave day if needed, with prior authorization by the Superintendent.

## **Return to Work Policy:**

The Corporation has a Return-to-Work program to cover any employee who cannot perform their regular work duties due to an injury incurred on the job. The essential concepts of this program are outlined below:

The Corporation's goal is to provide meaningful work activity for employees who temporarily cannot perform all or portions of their regular work assignments due to work-related injury or illness. Injured employees remain an active and vital part of the Corporation by providing temporary, alternate, or modified duty work activity. Return to Work duties may be in the form of changed responsibilities within the scope of an employee's current position or other available alternate duties for which they may be qualified or through a reduced work-hours schedule.

## **Employee Procedures:**

An Indiana Workers' Compensation First Report of Employee Injury/Illness form will be completed by the employee. When medical treatment is sought, the employee must advise the supervisor and call Central Office and they will provide the locations of the Corporation's approved medical providers. It is the responsibility of the employee to turn in all paperwork to Central Office so it can be forwarded to the Worker's Compensation insurance company.

Under the "Return to Work" program, temporary modified duty work may be available while temporarily unable to work in an employee's regular job capacity.

Additional information may be obtained by contacting the HR Department.

## **Sick Days**

Personal Illness- Teachers are entitled to be absent from work a total of ten (10) days each year in the School Corporation thereafter for personal illness. These days shall accumulate to one hundred twenty (120) days available to use as sick leave only. In the event a Teacher shall have accumulated one (1) or more days of sick leave in another School Corporation and shall become employed in this School Corporation, up to three (3) days of sick leave shall be added each year until the sixth (6) year when all remaining outside personal illness days may be transferred to the Teacher's personal illness bank. Teachers, who accumulated less than one hundred twenty (120) days by August 12, 2001, will accumulate to one hundred twenty (120) personal illness days and no more. Teachers who have more than one hundred twenty (120) days will be allowed to continue accumulating to the maximum of one hundred eighty-three (183) personal illness days.

- A. If a Teacher has a catastrophic illness that does not allow him/her to enter into the long-term disability plan, he/she may appeal to the Superintendent for approval for up to an additional thirty (30) days of sick leave and/or tap the Personal Illness Bank.
- B. Any certified employee who has accumulated a minimum of ninety-three (93) personal illness days, may, with a completed form to the Central Office, once in a twelve (12) month period exchange three (3) personal illness days with the School Corporation for a voucher amounting up to a dollar amount that is equal to two and half (2-1/2) times the highest current daily sub-rate toward an annual individual membership fee at the Health/Fitness Center of the employee's choice. This membership may be used by the employee only and must be reapplied for each year with the same guidelines. Voucher checks will be written directly to the health club of choice. (This clause includes facilities that enhance overall health, fitness, and cardiovascular conditioning

that helps employees achieve a more healthful life. It is not the intent of this clause to include facilities or clubs such as weight loss, golfing, or similar recreational or therapeutic enterprises.)

## **Time Off Guidelines**

Teachers may take paid time off in increments of a half-day or full-day. Supervisors must approve time off in the timekeeping system to accurately report time off balances.

## **Workers' Compensation**

The Corporation provides workers' compensation insurance in accordance with Indiana's Workers' Compensation Act. Workers' compensation insurance offers limited benefits to eligible workers for work-related injuries or illnesses requiring medical treatment. Employees who sustain work-related injuries or illnesses must promptly inform their supervisor immediately, no matter how minor the injury or illness appears. All injured employees must inform the building principal or Superintendent within forty-eight (48) hours of the incident. All injury-related questions should be directed to Central Office.

Employees injured at work must report to the prescribed provider for care and injury diagnosis. Failure to do so may cause the claim to be unpaid.

## **PAY**

### **Extended Non-contractual Days**

Professional Development during non-contractual days for teachers is currently \$50 for less than four (4) hours and \$100 for more than four (4) hours per day. Days are approved on a claim form by the building principal or program supervisor. Extended contract days may begin July 1 for the upcoming school year and must be completed by June 30 of the new school year. Claim forms must be completed no later than July 30<sup>th</sup> of the calendar year.

### **Payroll Deductions**

According to law, the Corporation deducts the following from employee paychecks: Federal Withholding Tax, State Adjusted Gross Income Tax, Social Security and Medicare, County Option Tax according to law, and INPRS. The Corporation requires all employees to participate in direct deposit.

If the eligible employee chooses to apply to participate in any of the below programs<sup>1</sup>, the Corporation will deduct designated amounts from an employee's paycheck:

1. Health Insurance
2. Dental Insurance
3. Vision Insurance
4. Flexible Spending Account (Limited Purpose, Medical and Dependent Care)
5. Group Term Life Insurance and Accidental Death and Dismemberment (no deduction)
6. Health Savings Account - with High Deductible Health Plan (HDHP) only
7. Tax-Deferred Annuity Program
8. TRF/PERF Employee Contributions
9. Voluntary Insurance Deductions (AF, Supplemental Life, Accident, Cancer, Critical Illness, Hospital and Short-Term Disability)

## **Salary and Evaluation**

- A. Teachers will receive an annual performance evaluation based on a standardized rubric. The results of an evaluation may lead to a Professional Growth Plan.
- B. A teacher must be evaluated as Highly Effective or Effective to receive a salary increase. Any teacher evaluated as Needs Improvement or Ineffective will not receive a salary increase.
- C. Annual salary increases for Teachers will be consistent among Teachers rated Highly Effective or Effective and will be recommended by the Superintendent for approval by the Board.

## **Unemployment Compensation**

Teachers are eligible for benefits under this statutory program, but only within specific restrictions. Information about this program can be reviewed at <http://www.in.gov/dwd/2334.htm>.

## **EMPLOYEE CONDUCT AND WORK RULES**

### **Attendance and Punctuality**

In order for the Corporation to function efficiently and provide the best learning environment for students, all teachers must be on time and present for work. The Corporation will maintain daily attendance records. If you are going to be absent you must enter the absence in Absence Management (formerly Aesop) in advance of the absence. If you are sick, you are still expected to get the absence entered for record-keeping purposes for Central Office. If you are going to be tardy, please telephone your principal to alert them. Clear instructional plans must be readily available for a substitute teacher. If your absence is unreported for a period of three days, the Corporation will consider you have voluntarily terminated or resigned your employment. Poor work attendance, including tardiness, may result in disciplinary action up to, and including, dismissal. Attendance records will also be taken into account when considering employee evaluations

### **Conflict of Interest**

A conflict of interest occurs when an employee knowingly or intentionally benefits financially from a contract with the Corporation, or a purchase made by the Corporation. Employees shall not engage in nor have a financial interest in (directly or indirectly) any activity that conflicts with or raises a reasonable question of conflict with their responsibilities to the Corporation.

Any employee with reason to believe that they may have a conflict of interest must disclose the potential conflict to the Superintendent or Business Manager

An employee who fails to disclose the conflict of interest may be subject to disciplinary action up to and including termination (Policy 3113).

### **Communicable Diseases and Work Status (Policy 8453)**

In its effort to assist in the prevention and control of communicable diseases of any kind, the Board has established policies on Immunization, Hygienic Management, and Control of Casual-Contact Communicable Diseases. The purpose of

this policy is to protect the health and safety of the students, Corporation personnel, and the community at large, from the spread of non-casual-contact communicable diseases.

The Board seeks to keep students and staff members in school unless there is definitive evidence to warrant exclusion. When the Superintendent learns that a student or Corporation employee may be infected with a non-casual-contact communicable disease, the Superintendent shall consult with the infected person's physician and/or the Montgomery County Health Department to determine if the initial evidence warrants exclusion.

If the evidence is not sufficient to justify exclusion, the person shall remain in his/her current school environment.

If the County Health Officer determines the evidence indicates the person should be excluded from the school environment, the person shall be temporarily excluded.

## **Drugs and Alcohol**

The Board maintains an educational setting which meets the requirements in the Drug-Free Workplace Act and Drug-Free Schools and Communities Act.

In compliance with the Act, the Board prohibits the manufacture, possession, use, sale, distribution, or dispensing of any controlled substance, including alcohol, and any drug paraphernalia by any member of the Corporation while on Corporation property or while involved in any Corporation related activity or event. Any employee who violates this policy shall be subject to disciplinary action.

### **Disciplinary Actions**

A violation of the Board's Drug and Alcohol Policy may result in disciplinary action, up to and including dismissal of employment.

In addition to any disciplinary action, the Corporation may, at the employee's expense, refer the employee to a treatment and counseling program for drug and alcohol abuse as a condition of continued employment. Employees referred to such a program by the Corporation must immediately cease any drug use and must comply with all other conditions of the treatment and counseling program. The Corporation shall determine whether an employee referred for drug treatment and counseling should be temporarily reassigned to another position for safety reasons. The Corporation may terminate any employee who tests positive for drugs and/or refuses to submit to a drug screen.

## **Due Process**

### **Section 1 – Reprimand or Warning:**

In the case of a written reprimand or disciplinary conference required with the principal or the principal's designee, a teacher shall be notified in a timely fashion of the deficiency, allegation, or incident. The teacher may request to be accompanied **by a representative of their choice**. The teacher's representative will be granted the opportunity to opt for a caucus with the teacher during the meeting if the representative deems a caucus to be necessary. **If at all possible, the meeting shall occur during the school week in which the teacher is notified of the meeting.**

### **Section 2 – Corrective Action Plan**

During **any point** in the school year, the building principal may place a teacher on a Corrective Action Plan to

support the teacher in their continued instructional effectiveness.

- A. The building principal will meet with the teacher, and an assistance plan will be created in which the principal will identify areas for improvement.
- B. The length of the initial plan will not be more than 90 school days.
- C. Specific support and progress review dates will be identified.
- D. The plan may be discontinued based on continual improvement noted.
- E. The plan may be revised and thus extended for an identified time period based on evidence obtained through the progress-monitoring process as determined by the building principal.

### **Section 3 – Professional Growth Plan**

**As identified through the Summative Evaluation process**, a teacher rated as Improvement Necessary or Ineffective will be placed on a Professional Growth Plan. The Professional Growth Plan will begin at the start of the next school year. The principal will inform the Assistant Superintendent and/or Superintendent and the NMTA President in writing of their intention to place a teacher on the Professional Growth Plan

- A. The building principal will meet with the teacher, and a professional growth plan will be created in which the principal will identify areas for refinement.
- B. The length of the initial plan will not be more than 90 school days.
- C. Specific support and progress review dates will be identified.
- D. The plan may be discontinued based on continual improvement noted.
- E. The plan may be revised and thus extended for an identified time period, or the teacher may be recommended for dismissal based on evidence obtained through the progress-monitoring process.

**A professional deficiency in violation of other areas of IC 20-28-7.5-1 may result in a teacher being placed on a Corrective Action Plan or cancellation of a teacher's contract.**

### **Section 4 - Grounds for Contract Cancellation or Discontinuance:**

A principal may decline to continue a **probationary** teacher's contract in the following instances:

- A. The teacher receives an ineffective designation on a performance evaluation.
- B. The teacher receives two (2) consecutive improvement necessary ratings on a performance evaluation.
- C. The teacher is subject to a justifiable decrease in the number of teaching positions.
- D. Any reason relevant to the school corporation's interest.

The following are reasons for immediate contract cancellation. The Corporation Administration must give one or more of the following reasons for the preliminary decision to cancel the contract:

- A. Immorality;
- B. Insubordination, which means a willful refusal to obey the state school laws or reasonable rules adopted for the governance of the school building or the school corporation;
- C. Justifiable decrease in the number of teaching positions;
- D. Incompetence, including receiving:
  - i. An ineffective designation on two (2) consecutive performance evaluations or
  - ii. An ineffective designation or improvement necessary rating in three (3) years of any five (5) year period;

- E. Neglect of duty;
- F. A conviction for an offense listed in IC 20-28-5-8(c); or
- G. Other good or just cause.

During the course of their employment with the Corporation, each employee shall be required to report their arrest or the filing of criminal charges against the employee; and conviction of criminal charges to their supervisor or the Superintendent within two (2) business days of the occurrence. The Superintendent shall review each reported arrest and/or conviction and recommend appropriate action to the Board, considering the risk to members of the school community presented by the employee's continued employment. Failure to self-report within two (2) business days may lead to a recommendation of termination for insubordination. (Policy 3121).

### **Section 5 - Procedure for Contract Cancellation or Discontinuance:**

**Delivery:** The principal shall notify the teacher of the principal's preliminary decision.

- A. The notification must be in writing and delivered in person or by registered or certified mail to the teacher's last known address.
- B. The notice must give the reason(s) for the preliminary decision.
- C. If five (5) days pass after the teacher receives notice of the "Preliminary Decision," the teacher does not request a Superintendent Conference; the teacher waives their right to further due process. The principal's "Preliminary Decision" is considered final.

### **Superintendent Conference:**

- A. Must be requested by the teacher within five (5) days of receiving the "Preliminary Decision."
- B. Must occur within ten (10) days after the teacher requests it
- C. The teacher may be accompanied by a representative
- D. Following the conference, the superintendent must make a recommendation to the board in writing regarding the cancellation of the contract
- E. If five (5) days pass after the superintendent conference and the teacher does not request an additional private conference with the board, then the teacher waives their right to a board conference, and the board may only cancel the contract by majority vote at the first public meeting following the superintendent conference.
- F. This must be evidenced by a signed statement in the board minutes

### **Board Conference:**

- A. Must be requested by the teacher within five (5) days of the superintendent conference
- B. If requested, it must occur before the board makes a final determination on the teacher's contract cancellation
- C. If the reason(s) for cancellation are only justifiable decrease, incompetence, and/or criminal convictions, the board may only cancel the contract by majority vote at the first public meeting following the Board conference.
- D. This must be evidenced by a signed statement in the Board minutes.

If the reason(s) for cancellation is immorality, insubordination, neglect of duty, and/or other good or just cause, the board must reach a decision based upon the preponderance of the evidence presented at the board conference that supports contract cancellation.

- A. The parties must exchange the evidence presented at least seven (7) days before the board conference, or the board cannot consider it.
- B. The board must permit a representative for the school corporation to present evidence supporting contract cancellation
- C. The board must permit the teacher to present evidence refuting the reason(s) for contract cancellation.
- D. The decision must be in writing within thirty (30) days after receiving the teacher's request for the additional private conference.

## **Emergency Conditions-School Cancellation**

If it is necessary to close or delay the start of school due to inclement weather, power failure, or any other emergency, a ParentSquare message will be initiated, and the media will be notified.

## **Mandatory Reporting (Policy 3121)**

During the course of employment with the Corporation, each employee shall be required to report the following:

- A. Arrest or the filing of criminal charges against the employee;
- B. Conviction of the employee in Indiana or another jurisdiction for an offense listed in I.C. 20-28-5-8;
- C. Conviction of the employee in Indiana or another jurisdiction for an offense listed in I.C. 20-26-11.2(b) or I.C. 20-26-11.2(c); and
- D. Substantiated report of child abuse or neglect of which the employee is the subject to the Superintendent within two (s) business days of the occurrence. The Superintendent shall obtain a review of each reported conviction or substantiated report of child abuse or neglect and shall recommend appropriate action to the Board considering the risk to members of the school community presented by the continued employment of the employee who was convicted or the subject of a substantiated report of child abuse or neglect.

Violations may result in discipline up to and including termination.

### **I.C. 20-26-5-10 requires the following:**

1. The Corporation must contact references and, if applicable, the most recent employer provided by a prospective employee before the Corporation may hire the potential employee.
2. The Corporation must conduct an expanded child protection index check concerning each applicant for employment before or not later than 60 days after the applicant's hire date. Employees must comply by the deadline, or the Corporation will separate employment until the DCS check returns as favorable.

The Corporation must conduct an expanded criminal history check on each employee every five years. The expanded background check will be done through the HR Department. Employees will be notified if they must complete said expanded criminal history check. Employees must comply by the deadline, or violations may result in discipline up to and including termination.

3. . An employee on approved leave will have up to thirty (30) days after returning from leave to complete the mandatory background check requested during the employee's approved time off.

## **Mandatory Training Expectations**

Employees whose job competencies require them to attend or view mandatory training classes must attend or complete

the training classes no later than the expiration date of the course. If there are extenuating circumstances (approved FMLA or death in the family) that preclude an employee from completing the training within the required time frame, the employee must provide a written explanation to the supervisor, who will then forward it to HR. Employees who fail to complete mandatory training by the due date may be suspended without pay until training has been completed and may be required to take the training on their own time and at their own expense. An employee on approved leave will have up to thirty (30) days after returning from leave to complete the mandatory training that expired during the employee's approved time off.

## **Nepotism**

Relatives of persons currently employed may be hired if they will not be working directly for or supervising a relative. A relative is defined as children, stepchildren, siblings, half-siblings, step-siblings, spouse, domestic partner, parents, stepparents, in-laws, or bona fide dependents living in the same residence of a staff member. See Policy 3120 for more information.

## **Public Presentation**

Employees are prohibited from discussing with any member of the media or an elected body (such as the City-County Council or the Indiana Legislature) any internal matter relating to the Corporation, including its policies, practices, business or activities unless it is a part of the employee's job description, or the employee has been authorized by the Superintendent. This prohibition does not include matters of public concern. Violations may result in discipline up to and including termination.

## **Reporting Child Abuse**

During employment with the Corporation, an employee shall be required to immediately report to the Department of Child Services (DCS) or law enforcement any suspected child abuse and/or neglect. Employees shall be required to report to their supervisor, the Superintendent or designee any alleged violations of law in the school environment (including, but not limited to harassment, battery, intimidation, or threats to staff, alcohol consumption, illegal general controlled substance violations, and criminal organization activity).

## **Responsible Social Media Use**

The Corporation encourages responsible self-expression, and employees are expected to develop social media practices that are consistent with Use of Social Media Policy 7544.

## **Rules of Conduct**

The following rules of conduct create a positive work environment. Employees violating these rules and regulations are not performing in the Corporation's and their co-workers' best interest. By way of example, rather than limitation, the following conduct provides sufficient cause for disciplinary action up to and including discharge:

1. Abusive, unprofessional, or inconsiderate treatment of fellow employees, students, visitors, and/or the public.
2. Insubordination or neglect of duty.
3. Deliberately giving false information on an employment application, time records, or other records or

- altering, removing, or destroying records, reports, or documents without authorization.
4. Any unauthorized removal of property from the Corporation, i.e., theft.
  5. Being under the influence of or possessing alcohol, illegal drugs, or controlled substances at work and not properly prescribed for the employee by a physician.
  6. Fighting or inappropriate conduct on the Corporation's property, including the use of profanity, verbal abuse, or violent acts or threats.
  7. Violence in the workplace, including bullying.
  8. Sleeping during working hours.
  9. Illegal gambling on property or while on duty.
  10. Failure of the employee to report an arrest, the filing of criminal charges, and/or the conviction of criminal offenses to their supervisor or the Superintendent within 48 hours of the occurrence.
  11. Failure to respect the confidentiality of information and records.
  12. Deliberate, careless handling of materials resulting in damage to the Corporation's property.
  13. Possession of a firearm in a school building or on school property while on duty as a school employee unless the firearm is locked in the trunk of the employee's vehicle, kept in the glove compartment of the employee's locked vehicle, or stored out of plain sight in the employee's locked vehicle.
  14. Acts of harassment or intimidation toward another employee.
  15. Excessive absenteeism, tardiness, or unauthorized departure from work (abandonment of job duties) or being paid while not working (ghost employment).
  16. Serious misconduct or criticism of authority, i.e., misconduct of a nature that would bring discredit and/or harm upon the Corporation.
  17. Failure to meet and maintain established performance standards as provided in job descriptions and performance appraisal criteria, including mandatory training expectations.
  18. Use of tobacco or vaping products on Corporation property.
  19. Failure to report accidents, damaged equipment, or other hazardous conditions.
  20. Absence from assigned duty station without permission of the employee's supervisor.
  21. Violation of fire or safety regulations.
  22. Violation of Use of Social Media Policy 7544. Staff should review the handbook and the board policy regarding "Responsible Use of Social Media" on the Corporation's website.
  23. Violation of ethical boundaries between a staff member and a student.
  24. Violations of rules or regulations published by any of the Corporation's divisions, departments, or offices of the Corporation or any resolutions, policies, rules, or regulations adopted by the Corporation.
  25. Failure to submit to a drug or alcohol test when there is cause for reasonable suspicion due to behavior or performance concerns.
  26. Unsatisfactory performance or conduct.

Steps of progressive discipline procedures may be waived for severe infractions.

The above rules are not intended to be all-inclusive. NMCSC reserves the right to take disciplinary action for other offenses not specifically listed here.

## **Safety**

Maintaining a safe work environment is the shared responsibility of the Corporation and all employees from all levels. The Corporation will take all reasonable steps to ensure a safe environment and comply with federal, state, and local safety regulations.

The Corporation has installed video cameras in designated areas of the facilities, some vehicles, and grounds to enhance the security in and around all Corporation-owned properties.

## **AHERA Standard**

In accordance with the US EPA's AHERA Standard (ref: 40 CFR 763.80), all information concerning asbestos-containing materials in the schools of North Montgomery Community School Corporation is available for review and copying by students, staff and guardians during normal business hours.

## **Bomb or Other Threats**

Employees who receive bomb or other threats made to the school or persons involved with the school over the telephone should attempt to obtain as much information as possible from the caller including location of the bomb, time of detonation, the sex/age/name of the caller, what the caller's voice sounded like (nervous, determined, other), background noises, etc. Call the building Principal immediately. The Principal has specific instructions to follow in the case of threats made to the school.

## **Fire Extinguishers**

Fire extinguishers are placed in locations throughout all buildings and are inspected regularly. Only employees who are trained to operate a fire extinguisher should do so to avoid possible injury from improper use.

## **Pesticide Application Process**

Periodically throughout the year, it may be necessary that pesticides be applied to external or internal areas of the school building and grounds. If you wish to be given notice of such pesticide applications, please notify the principal's office or Administration Office. You will be given a form to fill out and you will be notified of any pesticide application with at least 48 hours in advance notice. Pesticide applications will not be done when children, staff members, or any other people are present in the area to be treated.

## **Tornado and Fire Drills**

The Corporation maintains weather alert stations throughout the district. The stations are monitored at all times by an assigned individual. Proper tornado and fire safety procedures and directions are posted throughout all buildings and must be followed closely in the event of a disaster drill or actual evacuation. Please familiarize yourself with tornado and fire procedures and exits for your particular work area in your building.

## **Universal Precautions**

All employees are directed to utilize the universal precautions outlined to prevent the transmission of dangerous communicable diseases, including Acquired Immune Deficiency Syndrome (AIDS) through blood or other body fluids.

In the event of an accident that involves bodily fluids:

1. Immediately send for a custodian for clean-up.
2. Keep all students away from any furniture or area that has been soiled with blood or other body fluids until the custodian has completed the cleaning of the area.
3. Always wear gloves when in contact with blood or other body fluids. To protect yourself, consider body fluids as potentially infectious. Even dried blood can infect.
4. Take measures to ensure that any clothing or objects soiled with an individual's blood or other body fluids do not continue to come in contact with other individuals.

5. If other body fluids come in contact with your skin, or that of other individuals, clean the skin immediately with alcohol or, if the situation allows, scrub the area with soap and water and then rinse with alcohol.
6. Place all materials used in the clean-up in plastic bags and close tightly.
7. When an accident involves or causes an excessive spill of body fluids, an adult should accompany the student or fellow employee to the health room.
8. When all other procedures have been completed, remove gloves, place them in a plastic bag and seal tightly. Place contaminated materials in designated disposal areas. Then wash your hands using the following procedures:
  - a. Wet both hands, using a generous amount of soap. Work up a lather. This will help lift the bacteria from the skin.
  - b. Wash for a minimum of 20 seconds. A greater degree of contamination will require a longer washing time. Be sure to clean carefully under and around your fingernails.
  - c. Keep your hands down and rinse well with warm, running water.
  - d. Dry your hands with paper towels. Then use a towel to turn the water off. This protects your now clean hands from being contaminated by the potentially dirty fixtures.

## **Search**

Access to the Corporation premises is conditioned upon its right to inspect or search the person, vehicle, or personal effect of any employee or visitor. This may include any employee's office, desk, file cabinet, closet, locker, email and Internet history per Board policy, or similar place. Because even a routine search might result in the viewing of an employee's personal possessions, employees are encouraged not to bring any item of personal property to the workplace that they do not want revealed to the Corporation.

Any prohibited materials (or materials that may be found to be prohibited) that are found in any employee's possession during an inspection or search will be collected by administration and placed in a sealed container or envelope. The employee's name, date, circumstances under which the materials were collected, and by whom they were collected will be recorded and attached to the container or written upon the envelope. If after further investigation, the collected materials prove not to be prohibited, they will be returned to the employee, and the employee will sign a receipt for the contents. If the prohibited materials prove to be illegal and/or dangerous, they will not be returned to the employee but will be turned over to the appropriate law enforcement agency.

From time to time, and without prior announcement, inspections or searches may be made from anyone entering, leaving, or on the premises or property of the Corporation (including alcohol and/or drug screens or other testing). Refusal to cooperate in such an inspection or search (including alcohol and/or drug screens) is grounds for dismissal.

## **Solicitation**

Solicitation by an employee of another is prohibited during the working time of either person. Working time is defined as the time when an employee's duties require that he/she be engaged in work tasks. Distribution of printed materials or literature of any nature shall be limited to non-work areas at non-work times. No literature shall be posted anywhere on the premises without the authorization of the building Principal or designee. Solicitation and/or distribution of material on school property by person(s) not employed by the school are prohibited at all times.

## **Staff Dress and Grooming**

The Corporation and its employees are in the public eye. Community members may make judgments about the effectiveness of the Corporation based on their observations of its employees. Therefore, it is very important that all employees project a positive image to visitors and students. It is necessary that you dress appropriately for an educational environment. Dress code and/or uniform requirements are at the discretion of the supervisor and/or principal.

## **Summer School/Intersession Hiring Guidelines**

Summer school teaching positions and intersession teaching positions will be posted internally. Guidelines for hire will be dependent upon student needs during that instructional period. Central Office administration and building principals will collaborate in the selection of staff.

## **Theft and Property Damage**

If you become aware of any theft or damage to Corporation property, advise your supervisor immediately so the appropriate reports can be completed, and an investigation can be initiated.

## **Tobacco Use at Work**

The use of tobacco products poses health issues for the user and second-hand smoke is a threat to the personal health of others. In addition, nicotine is a powerfully addictive substance, and the use of tobacco products could lead to nicotine addiction. In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco by staff members at all times within any facility owned or leased or contracted for by the Board.

Such prohibition also applies on school grounds; in all vehicles owned or operated by the Board, including, but not limited to, school buses, special purpose buses, vans, trucks, and cars; and at any school-related event.

Employees who violate Policy 3215 shall be subject to disciplinary action in accordance with the applicable policies of the Board.

## **Use of Communication Systems**

Employees are provided access to the internet to assist them in performing their job. Email, instant messaging, text messaging, and voicemail can provide excellent communication with other employees and external resources. The internet, voice mail, and telephones must be tempered with common sense and good judgment.

Content created, stored, or received on the Corporation's computer and/or telephone systems or created using Corporation property may and likely will be reviewed by administrative staff and other authorized representatives. Employees should have no expectation of privacy in anything they create, store, or receive on the Corporation systems, and the systems belong to the Corporation and should be used for Corporation purposes.

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate may not be sent by email or other forms of electronic communication (ParentSquare, Canvas, blogs, newsgroups, chat groups, etc.), downloaded from the internet, or displayed or stored in the Corporation's computers. Employees encountering or receiving this material from another employee or student

should immediately report this to the supervisor.

## **Use of Equipment and Vehicles**

All Corporation property, including, but not limited to, buildings, grounds, vehicles, equipment, office supplies, materials, stationery, postage, telephones, copiers, tools, mowers, laptop, Chromebooks, iPads, computers, and audio-visual equipment are intended for Corporation business use only. Unauthorized use of Corporation property will result in disciplinary action including dismissal.

## **Volunteers and Parents**

It is very common for parents, parent-volunteers, or other volunteers to be in our buildings or on our property. Most of us have jobs which require some degree of contact with these individuals. We expect employees to treat them with the same respect and professionalism that is given to co-workers. Concerns or problems with parents, parent-volunteers, or other volunteers should be reported to your supervisor

## **Weapons**

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

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

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

This prohibition does not apply to weapons under the control of law enforcement personnel, as well as a School Resource Officer or other school security personnel who is not a law enforcement officer, but who may legally possess a firearm. (Policy 1617 & 3217)

## **Workplace Violence**

The Corporation is committed to promoting a safe and secure work environment. All employees are expected to treat co-workers, students, families, and vendors in the workplace in a mature and professional manner. The following are examples of behavior that is considered violent, threatening, or harassing:

- Repeated abusive or profane language
- Bullying
- Allusions to violence against self or others
- Aggression, intimidation, or hostile behavior
- Dangerous pranks or aggressive horseplay
- Fighting or assault
- Persistent inappropriate anger or conflict

- Sexual harassment, stalking, or unwanted pursuit
- Refusal to respect the rights of others

Employees who become aware of troubling persons or situations that cause severe anxiety, stress, conflict, or fear must report such concerns to their immediate supervisor, the Superintendent, or the police department

Employees who are aware of or are experiencing personal situations involving domestic or family violence that may adversely affect the safety and security of the workplace should report such concerns to their immediate supervisor.

## **EMPLOYMENT STATUS AND RECORDS**

### **Change of Status**

It is the employee’s responsibility to notify the Human Resource (HR) Department if they have any changes in their name, marital status or the number of your dependents, beneficiaries, etc. so the employee records are updated, correct tax forms can be completed, and the employee health insurance coverage can be changed. New dependents cannot be added to dependent health coverage if you do not notify the HR of the change in a timely manner.

### **Diploma, Licensure, and Certification Verification**

The Corporation employs individuals with proper licensure, certification, or registration by the appropriate agency in positions necessitating such requirements. The employee must maintain the license, certification, or registration and keep current if required. Failure to maintain appropriate licensure, certification, and/or registration may result in disciplinary action, including discharge from employment. Falsifying a degree or diploma on a resume or Application for Employment will result in disciplinary action, most likely resulting in dismissal from employment.

### **Employee Reference Policy**

Teachers and other supervisors may provide a reference for current or former employees if the supervisor has direct knowledge of the employee’s work performance. HR will provide reference information that is verifiable from the personnel file. If an employee has separated from employment and the Corporation receives a request for information from a prospective future employer, the HR Department will provide the employee’s start and end dates, ending title, and ending salary. If the former employee submits a signed written release, additional information may be provided if verifiable from the personnel file. It is expected that a reference be obtained from the current or last place worked to comply with Indiana school hiring practices.

### **Established Teacher/Probationary Teacher**

An “established teacher” (who, before July 1, 2012, both served under contract as a teacher in a public school corporation and entered into a teacher’s contract for further service with the school corporation) is exempt from the following two paragraphs. I.C. 20-28-6-7.5; I.C. 20-28-6-8.

A teacher who:

(1) serves under contract as a teacher in a public school corporation; and

(2) either:

a. receives two (2) consecutive annual ratings of ineffective, as determined by the school corporation, on annual evaluation under I.C. 20-28-11.5; or

b. is in the teacher's first or second year of full-time teaching in a classroom; and  
(3) has not at any time before July 1, 2012, entered into a teaching contract for further services with the school corporation; shall be considered a "probationary" teacher.

A teacher who is not a probationary teacher and enters into a contract with a school corporation described in I.C. 20-28-6-2 becomes a professional teacher.

## **Mandatory Forms**

### **Criminal History Information**

To help ensure a safe environment, it is the policy of the Corporation to require each individual hired for employment to complete an extended criminal history report with Safe Hiring Solutions.

The Corporation will conduct an expanded criminal history check on each employee once every five (5) years and bear the cost of the expanded checks for employees.

### **Employment Eligibility Documents**

Federal regulations require the Corporation to comply with the Immigration Reform and Control Act of 1986. All new employees must complete an I-9 form and provide proof of their identity and their ability to work in this country. The Deputy Treasurer is responsible for obtaining the I-9 Form and verifying the eligibility to work in the United States. Employees will be expected to properly complete the Employer Section of the I-9 Form. If a new employee is unable to provide the necessary documentation within three (3) working days from the date of hire, he/she must provide proof that he/she has applied for the required documents. If this is not provided, the employee will be terminated.

### **Payroll Forms**

The employee must complete a W-4 form for federal and a WH-4 for state income taxes to receive pay. Employees shall submit the electronic documents before the first day of employment and update any information changes.

## **Reassignment, Vacancy and Transfer**

### **Section 1 - Reassignment within the Same Building:**

The building principal can identify a teacher to be assigned to teach anything for which the teacher is properly licensed and highly qualified. Reasons for reassignment include but are not limited to the need to accommodate student enrollment numbers, maximize classroom management or instructional skills, and/or improve team/grade level/department functioning.

A teacher who desires a change in grade level, a movement between teams, between subject areas, and/or a movement between departments for the following school year shall submit a written request of such desire to the building principal or their designee. The decision to move the teacher remains the decision of the building principal. The principal will share the change with affected teachers(s).

### **Section 2 - Postings:**

Vacancies in present or in newly created teaching positions may be posted. The Human Resources office may post vacancies on the North Montgomery Comm. Schools website. Principals may choose not to post positions internally if reorganizing classrooms to meet student/teacher ratios for the beginning of the new school year.

Internal teacher candidates are extended an opportunity to apply for any vacancies for which the teachers qualify; however, this does not guarantee an interview for the open position. The building principal will have final decision-making over which candidates to interview depending on the needs of the school.

### **Section 3 - Involuntary Transfer Guidelines:**

Involuntary transfers between buildings will be made based on instructional needs, financial constraints, enrollment factors and/or other reasons deemed appropriate by the administrative staff. Teachers may be invited to volunteer for transfer. The Central Office administration reserves the right to make the final decision.

### **Reduction in Force (RIF)**

If, or when, it becomes necessary for the Board to reduce the number of teachers due to economic necessity, declining enrollment, or any other just cause, the Superintendent will notify the NMTA President of such action as soon as practicable with the estimated number of teachers affected. The teachers will be notified between the dates of May 1 and July 1. Additional information regarding the RIF process can be found in Policy 3131.

### **Resignation/Termination**

Teachers are expected to provide a minimum of thirty (30) days' notice of intent to resign. If a Teacher has a certified contract, the Corporation will provide due process compliance with applicable law before terminating or discontinuing a Teacher's contract.