

LSC  
Bus Drivers &  
Bus Attendants  
Employee Handbook  
2025-2026



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## **INTRODUCTION**

This manual describes in summary form the personnel procedures and policies that govern the employment relationship between you and the Lafayette School Corporation. The procedures stated in this manual are subject to change at the sole discretion of the Corporation. The language used in this manual should not be construed as creating a contract of employment between the Lafayette School Corporation and any of its classified employees who serve as employees at-will. You may receive updated information concerning changes in procedures from time to time, and those updates should be kept with your copy of this manual. If you have any questions about any of the provisions in this manual, please ask your building administrator, supervisor or the Director of Human Resources.

The pages represent only a portion of the Corporation's personnel procedures and do not change the authority or intent of policies contained in the Board's By-Laws and Policies approved by the Board of School Trustees. A complete set of the Board's By-Laws and Policies is available for review on the Corporation website at [www.lsc.k12.in.us](http://www.lsc.k12.in.us) and at the Personnel Office.

This manual governs the following positions: Bus Drivers and Bus Attendants

### **SECTION I: EMPLOYMENT**

#### **A. Equal Employment Opportunity**

It is the policy of the Lafayette School Corporation to provide equal employment opportunities to all employees and qualified applicants regardless of race, color, religion, national origin, creed or ancestry, gender, marital status, sexual orientation or disability as required by law.

#### **B. Position Vacancies**

It is the intent of the Lafayette School Corporation to support the efforts of employees to advance in employment by acquiring and/or improving those skills, which would qualify them for higher-level positions. Lafayette School Corporation provides an atmosphere conducive to exploring other job opportunities within the corporation. Position vacancies will generally be posted in all school corporation buildings and on the Lafayette School Corporation website.

#### **C. Current Employees Interested in Different Jobs**

Any employee wishing to be considered for a posted position must respond per instructions on the job posting.

#### **D. New Employee Qualifications**

In determining a potential new employee's qualifications for a position, the Lafayette School Corporation will consider factors, including but not limited to, the following:

- Ability to perform the essential functions of the job with or without reasonable accommodation
- Educational background
- Attendance record (not including extended periods of illness or disability or approved leave of absence)

- Experience
- Past Performance as indicated by reference checks. All relevant factors will be considered.

#### **E. New Employee Appointments**

Recommendation of a selected candidate will be made by the interviewing team to the Director of Human Resources.

Recommendation for appointment will be made by the Director of Human Resources to the Superintendent and the Board of School Trustees.

Final approval for new employment decisions will be given by the Superintendent and the Board of School Trustees Evaluations

#### **F. Evaluation**

Evaluation is a continuous process to improve employee performance and to provide a formal opportunity to commend, recognize and encourage an employee for a job well done. Evaluations also provide an opportunity for communication between the employee and the supervisor. Classified employees are evaluated annually. Employees who have transferred to new positions, who have serious concerns noted in their previous evaluation, or who exhibit a change in their previous level of performance, may be evaluated more often.

#### **G. Personnel File**

An employee may view and duplicate the contents of his/her personnel file at a time that is reasonable with the personnel office. An employee's personnel file is confidential except as provided by law.

#### **H. Work Days**

The employee shall work every day that school is in session.

#### **I. Emergencies**

Radio Base 1(Office). Describe with detail your location and situation. Make a quick evaluation of your need for garage, police or medical assistance. Keep students calm and orderly. Designate a precise location for the students to gather if evacuation is necessary. If involved in an accident you need to wait for garage staff and/or police before moving bus.

#### **J. Ghost Employment**

Indiana law makes it a criminal and civil offense for the school corporation to employ and pay a person when that person is not performing duties related to the operation of the employer. It is unlawful for an employee to receive or accept salary or wages for work not performed in the exercise of duties for the institution.

#### **K. Extra-Curricular Positions**

Classified employees who are considered full-time may work in extra-curricular positions for the district. Classified employees who are considered part-time without benefits may not work in extra-curricular positions for the district.

## **L. Reduction in Force/Layoffs**

In the event it becomes necessary to lay off permanent employees for any reason, employees shall be laid off according to past performance evaluations. If all evaluations are equal layoffs will occur in the inverse order of their seniority, provided that the employee retained is qualified to do the work available.

## **SECTION II: COMPENSATION**

Bus Drivers and Bus Attendants wage scales and classifications appear as appendix A.

### **A. Payroll Information**

- To comply with federal regulations, new employees must complete Employment Eligibility Verification Form (I-9) verifying they are a U.S. Citizen or an alien legally authorized to work in the United States. This form must be completed within three days of employment.
- W-4 Federal tax forms and state tax forms must be completed prior to the first pay.
- Tax forms may be changed at any time throughout the year if changes are needed in tax withholdings.
- Hourly service employees must utilize Time and Attendance for each pay period.
- Time and Attendance must be accurately completed and submitted to payroll by appropriate deadlines.
- It is the employee's responsibility to keep accurate Time and Attendance records that account for starting and stopping times each day, meal breaks if applicable and early departures and time away from work.
- Employees are paid on the 7<sup>th</sup> and 22<sup>nd</sup> of each month. Direct Deposit Advice Slips will be available via LSC Portal.
- When an error occurs in payment of wages to an employee, an employee's pay will be adjusted accordingly.

### **B. Payroll Deductions**

Payroll deductions will be withheld for federal income tax, state income tax, Old Age Survivor's Security Insurance (OASDI), Medicare, county option tax, and the employee's share of the premium for any insurance programs offered by the Lafayette School Corporation in which the employee is enrolled. In addition, employees may choose to have deductions made for (a) Approved Credit Union, (b) United Way contributions, (c) tax deferred annuities (403B/ROTH withholdings), Flexible Benefit Plan, voluntary insurance plans, voluntary retirement deductions.

### **C. Definition of Overtime**

Overtime is defined as all time spent working in excess of forty (40) worked hours in one work week. For the purpose of computing overtime, sick days or hours shall not be counted as part of the forty (40) hours in one week.

### **D. Rate of Overtime Pay**

When an employee is asked to work overtime, and has actually worked 40 hours during that week, the employee shall be paid at a rate of one and one-half times the employee's regular hourly rate of pay for the period of overtime actually worked. If Field Trip or

Community Outings are within the 40 hours, then the overtime will be a blended pay rate. The blended rate is calculated in the payroll office at Hiatt Administration Building. If the employee has not actually worked 40 hours during that week, all other hours should be reported at the employee's regular hourly rate of pay.

**E. Hours for Overtime Purposes – NOT APPLICABLE**

**F. Holiday Pay – NOT APPLICABLE**

**G. Eligibility Requirements for Paid Holidays – NOT APPLICABLE**

**H. Pay for Holidays Worked – NOT APPLICABLE**

**I. Assignments Requiring Travel**

When an employee is required by his/her supervisor to perform a work assignment at a location away from his/her normal work location, he/she is eligible for pay as provided by the Fair Labor Standards Act.

- When traveling by personal vehicle, which has been approved in advance by the Lafayette School Corporation, mileage will be reimbursed at the IRS mileage rate of reimbursement.
- Should an accident occur when traveling by personal vehicle, the employee's personal insurance is the primary insurance.
- When overnight travel occurs, which the Lafayette School Corporation has authorized in advance, LSC will reimburse for lodging. Actual detailed receipts must be submitted with the voucher form for reimbursement.

**SECTION III: BENEFITS**

**A. Eligibility**

Eligibility for fringe benefits will be limited to employees who are board appointed employees working on a contract basis or working a schedule of thirty (30) hours per week minimum on a regular basis.

**B. Hospitalization and Major Medical Insurance**

For the plan renewal period beginning January 1, 2026:

For Plan A, the Board of School Trustees shall pay an amount equal to the 90% contribution to a single plan under Plan B and an amount equal to the 70% contribution to a family plan under Plan B. Contributions for Plan A single (\$7,641.95) and family (\$14,978.30) are frozen at the Feb. 1, 2013 level.

For Plan B, the Board of School Trustees shall pay 90% towards the cost of a single plan and 70% towards the cost of a family plan.

For Plan C, the Board of School Trustees shall pay all but \$1.00 towards the cost of a single plan and will pay an amount equal to the 70% contribution to a family plan under Plan B.

The \$1.00 employee contribution for the single plan shall be payroll-deducted on the first pay in January and is non-refundable. In 2026, the board will contribute \$1,500 to a single plan HSA and \$3,000 to a family plan HSA. The board HSA contribution will be deposited the first pay following the effective date of health insurance coverage and each pay thereafter.

The board contribution will be equal to 1/24<sup>th</sup> of the total HSA contribution for employees on a 24-pay schedule and 1/18<sup>th</sup> of the total HSA contribution for employees on an 18-pay schedule. The board HSA contribution will be deposited the first pay following the effective date of health insurance coverage and each pay thereafter.

Single Plan: \$1500

Family Plan: \$3000

24 pay = \$62.50

24 pay = \$125.00

18 pay = \$83.33

18 pay = \$166.67

Annual movement from plan to plan will be permissible as renewal information becomes available, with all changes to be reported by the plan participant in writing no later than the close of the annual open enrollment period before the January 1 renewal date.

### **C. Health Clinic**

Any staff member and their dependents covered under any of the LSC insurance plans have access to an employee-sponsored health clinic run by a private management firm called Wellness for Life. There is no out-of-pocket expense to the health insurance participant when they use the clinics. Health information from the clinics are protected by HIPPA and not shared with the Lafayette School Corporation. An initial induction meeting must be held with the participant at the clinic. The contact information for the clinics is as follows:

LSC/TSC Health & Wellness Center      4900 Old US 231 Lafayette, IN 765-772-7098

### **D. Insurance Continuation Option**

Employees on an unpaid leave of absence shall have the option to continue in any or all of the insurance programs in effect by paying the entire amount of premiums themselves. The employee must make specific payment arrangements with the Personnel Office. If a payment is not made within thirty (30) days of the date due under the terms of the employee's payment arrangement, and upon Lafayette School Corporation giving the employee notice as required by FMLA, employee coverage under all group insurance programs will end for the employee and all covered dependents at the end of thirty (30) days after the due date. Lafayette School Corporation may withhold a delinquent premium payment from any amount it owes to the employee or may bring legal action to recover the amount of delinquent premiums. (See also FMLA Leave in this document).

**E. Group Vision Insurance** The Board will contribute \$11.23 per month toward the cost of the single plan. The Board shall pay \$20.60 per month toward the cost of the family plan.

**F. Group Dental Insurance** The Board will contribute \$34.92 per month toward the cost of the single premium. The Board will contribute \$42.30 per month toward the cost of a family premium.

**G. Mileage**

An employee who is authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the maximum non-taxable rate allowed by the IRS.

**H. Employee Assistance Program**

The Lafayette School Corporation provides an employee assistance program called New Beginnings. Employees can seek assistance if experiencing family or marital problems, divorce, death in the family, relocation, financial or legal problems, alcohol or drug dependency, smoking cessation, birth of a child or raising children, emotional adjustment or retirement. The service is free and can be obtained by calling Bill Madden at 765-742-0375. The use of the program by employees is kept confidential from the Lafayette School Corporation.

**I. Early Retirement Benefit – NOT APPLICABLE**

**J. Retirement Benefit**

At retirement, any employee who has been employed by the Lafayette School Corporation (LSC) for fifteen (15) years shall be entitled to a minimum Retirement Severance Pay of \$50.00 per year of service.

**K. Severance Benefit – NOT APPLICABLE**

**L. COBRA**

COBRA provides employees and their dependents right to continuation coverage after termination of their eligibility. The following are general guidelines of COBRA provisions:

- Enrolled employees, their spouse, and qualified dependents, who lose membership may elect to continue their membership in the group plan by paying the full premium plus administration fees for:
  - a. Up to 18 months after loss of membership due to termination of employment or reduction of hours;
  - b. Up to 36 months after loss of membership due to the employee's death, the employee's Medicare entitlement, divorce, legal separation, or the dependent ceasing to be an eligible dependent under the plan.
- Employees or a dependent must notify Lafayette School Corporation Benefits Specialist within 15 days of an event causing loss of coverage. The Lafayette School

Corporation COBRA administrator will then notify the covered individuals of their rights to continuation of coverage.

- Individuals must be given a minimum of 60 days from the later of the Loss of Coverage date or the date the notice is mailed to elect COBRA coverage.
- Continuation coverage may be terminated for any of the following reasons:
  - a. The Lafayette School Corporation no longer provides group insurance to any employee
  - b. Premiums are not paid on time
  - c. Entitlement to Medicare

#### **M. 403(b), Roth Tax Deferred Annuity**

- Lafayette School Corporation provides employees with the opportunity to participate in a 403(b) or Roth Plan. Employees may continue or enter into contracts through only the agents presently representing companies that have entered into contracts with the school corporation to offer 403(b) or Roth products.
- A completed Salary Reduction Agreement must be submitted to the Business Office no later than thirty (30) days prior to the effective date when the payroll deductions will begin. Effective dates are January 1, April 1, July 1, and October 1 of each year. Increase or decrease of contributions will begin on these effective dates. In the event of a reduction in income, the employee shall contact his/her carrier to ensure legal compliance with the Internal Revenue Code for annuity contributions. The employee may cancel the deduction at any time during the year by submitting a Change Form to the Business Office. To participate in the 403(b) or Roth plan, a minimum annual contribution of \$200.00 is required. A change in carrier, without an increase or decrease in the amount of the deduction, may be made by submitting a Change Form to the Business Office for the next effective date.
- The employee releases the Lafayette School Corporation from any liability or responsibility concerning the selection, financial condition, or investments of any such company selected by the employee and further agrees to hold harmless Lafayette School Corporation from and against any and all damages, claims, and liability arising therefrom.

#### **N. Flexible Benefit Program**

- Lafayette School Corporation offers employees an opportunity to participate in Section 125 of the Revenue Act of 1978. Section 125 allows employees to pay, on a pre-tax basis, medical and/or dental premiums, unreimbursed medical bills, eligible dependent care expenses, and certain voluntary insurance premiums. Lafayette School Corporation refers to the withholding of premiums on a pre-tax basis as “flex”.
- Unless waived by the employee, all monthly insurance premiums are automatically flexed for those employees enrolled in the group medical and/or dental plan.
- Employees may choose to flex the unreimbursed medical portion over a six (6) month period to an annual maximum of \$5,000 per person per year. Upon termination, an employee may incur claims through the end of the calendar year until the amount contributed is exhausted. In the case of death, ninety (90) days shall be allowed for the survivors to submit expenses.
- Employees may choose to flex eligible dependent care expenses over a six (6) month

period.

- Enrollment for the flexible benefit plan is in November to be effective in January. Employees must sign up every year for the unreimbursed medical and dependent care.

#### **O. Health Savings Accounts**

- A Health Savings Account (HSA) is a bank account set up for employees who participate in the Health Plan C /High Deductible Health Plan. This is a benefit to help offset out-of-pocket expenses for the employee while meeting their deductible with Anthem.
- HSA accounts are not linked to Anthem Health Insurance. They are a separate benefit to be used to pay out-of-pocket health, vision, or dental expenses.
- HSA funds used for dental and vision DO NOT apply to your Anthem health deductible.
- The IRS sets certain guidelines for HSA account holders. The maximum amount of deposits per calendar year beginning Jan. 1, 2026, is as follows: **\$4,400** per single/**\$8,750** per family. If you are 55 or older, you may contribute an additional amount “catch-up” of \$1,000.00 per year.
- You may add contributions to your HSA to what the Lafayette School Corporation contributes up to the IRS maximum of **\$4,400** per single/**\$8,750** per family for the calendar year 2026. Contributions can be made to your HSA account pretax by payroll deduction, or you may deposit money directly with online banking. Online deposits will be tracked by the financial institution, and the employee will receive a 1099 for tax purposes each year.
- Employees who are currently involved in a Section 125/Flex Spending Account/HRA are not allowed to have an HSA per the IRS. This also applies if the employee's spouse contributes to any of these types of accounts.
- HSA accounts are not available to any employee with another health insurance plan that is not considered a high deductible.
- Any dependent on the employee's family insurance plan cannot access HSA funds if they file their own taxes with the IRS.
- The IRS can audit HSA accounts for up to 7 years. Employees are encouraged to keep all documentation/receipts for each calendar year.
- HSA funds cannot be used for over-the-counter medication. All medications purchased with HSA funds must be prescribed by a physician.
- HSA accounts are bank accounts set up in the employee’s name. LSC encourages all HSA account holders to treat this like any other personal bank account.

#### **P. Attendance Incentive**

All unused “Sick hours” (30) will be paid out at the end of the school year at the driver's pay. This benefit only applies to Bus Drivers.

#### **Q. Workers' Compensation Due to Injury on the Job**

Lafayette School Corporation provides workers' compensation insurance for each employee for coverage against loss for personal injury, medical expenses, and loss of wages in accordance with the state workers' compensation law.

## **R. Reporting on the Job Injuries**

- If the injury is serious, call 911 or go to the nearest hospital
- Employees must report on-the-job injuries to their supervisor as soon as possible.
- The supervisor must complete the Accident Report form and send the completed form to the Personnel Office within 24 hours. Failure to report the injury within the specified time frames may result in the denial of the claim. Additional injury information should be provided as soon as possible.
- Lafayette School Corporation has designated Franciscan WORKING WELL at 3218 Daugherty Drive, Suite 140, Lafayette, IN 47909 to administer non-emergency treatment for employees on-the-job injuries. The phone number for WORKING WELL is (765) 502-4190.

## **S. Benefits Under Worker's Compensation**

- Employees are not eligible for any amount greater than the regular pay they are receiving from Lafayette School Corporation at the time of injury. In many instances, the pay may be less.
- Employees are paid for the first day of injury as a paid day.
- Employees must claim sick days for the next seven (7) days. Lafayette School Corporation does not allow an employee to take unpaid days if sick, personal, or vacation days are available.
- If eligibility requirements are met, Worker's Compensation begins on the eighth day of disability to pay a portion of the employee's salary. The exact portion paid by Worker's Compensation is determined by state legislation and changes periodically.
- Worker's Compensation checks are sent to the employer. As the Business Office receives a payment on behalf of an employee, the Business Office will inform the employee that the check is available and will prorate the employee's sick leave account to make up the difference between the employee's rate of pay and the Worker's Compensation rate of pay.
- Sick days must be used in conjunction with Worker's Compensation until exhausted.
- Unpaid days cannot be used for injury or illness if sick, personal, or vacation days are available.
- If the injury continues for longer than 21 days, Worker's Compensation will pay the first seven days. If Worker's Compensation goes retroactive and pays the first seven (7) days, Lafayette School Corporation will re-credit those leave days.
- Once leave days are exhausted, an employee will receive only the portion of the pay provided by Worker's Compensation.
- If the employee is given work restrictions by the attending physician, and Lafayette School Corporation can provide work for the employee within the restrictions, the employee is entitled to receive the difference from Worker's Compensation between the lower wage rate and the worker's regular wage rate.
- When the employee no longer receives any payment from Lafayette School Corporation with which to make premium payments for benefit plans, the employee will have to make payments to the Personnel Office in order to keep benefit coverage.
- The employee must make specific payment arrangements with the Personnel Office. If a payment is not made within thirty (30) days of the date due under the terms of the employee's payment arrangement, and upon Lafayette School Corporation giving the

employee notice as required by FMLA, employee coverage under all group insurance programs will end for the employee and all covered dependents at the end of thirty (30) days after the due date. Lafayette School Corporation may withhold a delinquent premium payment from any amount it owes to the employee or may bring legal action to recover the amount of delinquent premiums.

- When an employee returns from an extended Worker's Compensation leave, the employee will receive the full allotment of sick leave and personal days.
- If an employee has exhausted his/her available sick leave and is unable to return to work after one year from the date of injury, the employee may be terminated, and the employer/employee relationship with Lafayette School Corporation ceases.

#### **SECTION IV: LEAVES OF ABSENCE**

##### **A. Provisions**

Time off must be taken in 2-hour, 4-hour, or full-day increments and must be turned in to the office and approved 2 weeks before the scheduled time off.

##### **B. Calculation of Leave**

All employees who start the school year will receive 30 hours to use throughout the current school year. Any employee who is hired after school has started will receive a prorated amount.

##### **C. Sick Leave**

Bus Drivers and Bus Attendants will receive 30 hours at the beginning of every school year. These hours are to be used throughout the school year and will NOT roll over to the next year.

##### **D. Sick Leave Usage**

Sick leave is intended for use when an employee is unable to work because of a medical problem. Upon the approval of the employee's immediate supervisor, administrative assistant personnel may use sick leave days for medical and dental appointments, provided that a bona fide effort is made to schedule all such appointments at times other than during school hours.

##### **E. Bereavement Leave**

Should there be a death in the employee's immediate family, which shall be defined as: Spouse, children, parents, parental in-laws, brothers, brother-in-law, sisters, sister-in-law, grandparents, grandchildren, niece, and nephew, such term shall also include any individual who in fact reared the employee as the parent during a substantial number of such employee's childhood years. The employee shall be entitled to be absent without loss of pay for a period up to five (5) consecutive calendar days. Such benefit shall apply to each death in the employee's immediate family, regardless of the date of the occurrence.

##### **F. Funeral Leave**

Leave for attendance at the funeral of friends or other relatives shall not be in excess of one full day and must be approved by the employee's immediate supervisor. Such a benefit shall apply to each occurrence.

**G. Family Illness Leave**

Sick leave may be used for any member of your family whom you need to take care of.

**H. Personal Leave**

Out of the 30 hours, you are allowed two (2) personal days.

**I. Unpaid Leaves**

Leaves of absence for a limited period (not to exceed six (6) months) may be granted for any reasonable purpose, and such leaves may be extended or renewed for a reasonable period. Reasonable purpose in each case shall be mutually agreed upon by the employee and the employer. The employee taking such leave shall not be paid wages nor receive any benefits provided for in this agreement unless specifically approved by the employer. Unless pre-approved, the district does not recognize unpaid leave, and a no-show to work will be considered job abandonment and a resignation of one's position.

**J. Pregnancy Leave**

Pregnancy leave shall be granted in accordance with the following rules and requirements:

- The employee shall consult with her physician and determine the date when the maternity absence will begin, as well as the anticipated date that she will be able to resume her duties.
- The employee shall give written notice of the beginning and ending dates of such leave as soon as possible. If unforeseen complications arise, which, in the judgment of the physician, necessitate a change in the dates submitted, the employer shall accept the revised dates. However, in no case shall the period of leave exceed one (1) year.
- A physician's statement certifying the employee's fitness to resume her duties may be requested at the time the employee resumes her duties.
- Accumulated sick leave may be used during any part of the maternity absence. Vacation days, personal leave days, and personal holiday(s) (used in this order) may be applied during this absence after sick leave is depleted, at the request of the employee. As with any other illness, the maximum paid absence is 90 days, at which time the employee would be eligible for long-term disability.

**K. Extended Absence**

The corporation will work with the representatives to develop a process to permit an ill or injured person who will qualify for Long Term Disability to receive financial compensation during the employee's qualifying period.

**L. FMLA Leave**

The Family and Medical Leave Act of 1993 (FMLA) requires covered employers to

provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous twelve (12) months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

#### *Reasons for Taking Leave*

- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, son or daughter, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee’s job.
- At the employee or employer’s option, certain kinds of paid leave may be substituted for unpaid leave. All applicable paid benefit days must be exhausted before unpaid days will be approved during an FMLA Leave.

#### *Advance Notice and Medical Certification*

- The employee is required to provide advance leave notice and medical certification. Taking leave may be denied if requirements are not met.
- The employee ordinarily must provide thirty (30) days' advance notice when the leave is “foreseeable.”
- Lafayette School Corporation requires medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

#### *Job Benefits and Protection*

- For the duration of FMLA leave, Lafayette School Corporation will maintain the employee’s health coverage under any “group health plan.” The employee must pay the employee’s contribution in order for the coverage to continue.
- Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

#### *FMLA Leave Time Period*

- Each eligible employee shall have up to a total of twelve (12) weeks of FMLA leave during any twelve (12) month period. The Lafayette School Corporation has elected to calculate this twelve (12) month period as a “rolling” twelve (12) month period measured backward from the date an employee begins any FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks, which has not been used during the immediately preceding twelve (12) months.
- The twelve (12) week period of FMLA leave begins on the earlier of (a) the day after the last day of the employee’s paid accumulated benefit leave or (b) the employee’s sixteenth (16) consecutive paid day of benefit leave.

### *Insurance Benefits and Employee Responsibility*

- When on FMLA leave and not receiving pay, the employee may elect to continue participation in any group insurance program in which he/she was enrolled immediately prior to the FMLA leave. If the employee so elects, he/she is responsible for the full premium of all insurance plans in which he/she participates.
- However, during an employee's paid FMLA leave, Lafayette School Corporation will continue to pay the employer's share of the employee's health insurance premium.
- The employee must make specific payment arrangements with the Personnel Office. If a payment is not made within thirty (30) days of the date due under the terms of the employee's payment arrangement, and upon Lafayette School Corporation giving the employee notice as required by FMLA, employee coverage under all group insurance programs will end for the employee and all covered dependents at the end of thirty (30) days after the due date. Lafayette School Corporation may withhold a delinquent premium payment from any amount it owes to the employee or may bring legal action to recover the amount of delinquent premiums.

### *Intermittent FMLA*

- The FMLA permits employees to take leave on an intermittent basis under certain circumstances.
- Intermittent FMLA days must be used in half-day or full-day increments up to a total of sixty (60) days.
- Lafayette School Corporation has elected to calculate this intermittent FMLA leave as a "rolling" twelve (12) month period measured backward from the date an employee begins his/her first intermittent leave day.
- The intermittent FMLA leave period will begin on the earlier of (a) the day after the last day of the employee's paid accumulated benefit leave or (b) the employee's sixteenth (16) paid day of intermittent leave

### **M. Vacations – NOT APPLICABLE**

### **N. Snow Days – NOT APPLICABLE**

### **O. Paid Holidays – NOT APPLICABLE**

## **SECTION V: CONDUCT IN THE WORKPLACE**

It is important to demonstrate respect for an individual's beliefs, opinions, and attitudes, so long as the expression of such are in conformity with generally accepted community values and is without regard to another's race, gender, religion, national origin, disability, and/or economic status. Consequently, administrators, teachers, classified staff, students, and members of the general public, while visiting Corporation facilities, property, or participating in school-sponsored functions, shall make all reasonable efforts to treat staff members and students in a respectful manner. Speech or conduct that ridicules or personally demeans another person sets a negative example, reduces self-esteem, and therefore, cannot be tolerated. All staff members are cautioned that any person who demeans, insults, or abuses another person is subject to disciplinary action.

#### **A. Dress Code**

All employees shall, when assigned to Corporation duty:

- be physically clean, neat, and well-groomed
- dress in a manner consistent with their classified responsibilities
- be groomed in such a way that their dress or hairstyle does not disrupt the educational process or cause a health or safety hazard.

#### **B. Tobacco-Free Workplace**

The School Board is committed to providing students, staff, and visitors with a tobacco-free environment. The negative health effects of tobacco use for both users and non-users, particularly in connection with second-hand smoke, are well established. Further, providing a tobacco-free environment is consistent with the role-modeling responsibilities of teachers and staff to our students. The Board recognizes the right of individuals under state law to use lawful products, including tobacco, off of Corporation premises. Accordingly, the Board prohibits the use of tobacco, including, but not limited to, cigarettes, cigars, snuff, and chewing tobacco on Corporation premises and in Corporation vehicles.

Lafayette School Corporation premises are defined as land and all improvements thereon which are owned by the district.

#### **C. Drug-Free Workplace**

The School Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which meets the requirements of the Drug-Free Workplace Act and Drug-Free Schools and Communities Act. All employees will adhere to Lafayette School Corporation's drug policy for zero 0 tolerance. New hires will receive the Lafayette School Corporation's Substance Abuse policy during the hiring process. If in need of another copy or have questions, please contact the Transportation Office

#### **D. Substance Abuse**

Lafayette School Corporation recognizes alcoholism and drug abuse as treatable illnesses. Employees are encouraged to seek counseling and treatment for those illnesses outside the workplace.

The responsibility to correct unsatisfactory job performance or behavior resulting from a suspected substance abuse problem rests with the employee.

If an employee's observable behavior indicates he/she may be under the influence of alcohol or other drugs, the employee will be required to take a drug test. Refusal to do so will be considered a positive test. The same standards as used in the procedures for the Commercial Driver's License will be utilized. The employee will be terminated. The Transportation Director will provide the former employee with name(s), address(es), and phone number(s) for at least one qualified substance abuse professional.

Bus Attendants who show signs of impairment are subject to drug testing. If there is a positive test or refusal, the employee will face disciplinary action, up to and including

immediate termination.

#### **E. Sexual Harassment/Racial Harassment**

Lafayette School Corporation maintains a workplace free of all unlawful harassment, specifically including sexual and/or racial harassment.

Sexual harassment is any deliberate or repeated, unsolicited, and unwelcome sexual overture that affects the employment relationship. Such harassment includes any unwelcome verbal or physical conduct, gestures, or physical contact which are of a sexual nature. Any administrator or other employee who uses implicit or explicit coercive sexual behavior to control, influence, or affect the career, job, or working environment of an employee or co-worker is engaging in sexual harassment and is in violation of the law and Lafayette School Corporation policy. It is also a violation of Lafayette School Corporation policy for any employee to engage in any unwelcome conduct directed toward another employee solely on the basis of that employee's sex. This policy is also intended to protect employees from harassment from any third party, including but not limited to contractors, parents, and students.

Conduct constituting sexual and sex-based harassment includes, but is not limited to: requests for sexual favors (whether expressed or implied); unwanted physical contact of any nature; verbal harassment, including but not limited to sexual innuendos, suggestive comments, jokes of a sexual nature, and threats; non-verbal conduct, including but not limited to display of sexually suggestive objects or pictures; and acts of physical aggression, intimidation, hostility, threats or unequal treatment based on sex (even if not sexual in nature).

Racial harassment consists of unwelcome racial comments, and other inappropriate verbal or physical conduct, and gestures of a racial nature that affect the employment relationship.

An employee who believes he or she has been harassed in violation of this policy should immediately report the conduct to his/her supervisor. However, if the supervisor is responsible for the harassment, then the report should be made to the Director of Human Resources. Alternatively, if an employee so prefers, the conduct may be reported to the Director of Human Resources in the first instance.

Reports of harassment will be treated seriously. Further, such reports will be kept confidential to the extent reasonably possible. Lafayette School Corporation will not take any adverse action against an employee because he/she has reported, or participated in the investigation of, a legitimate report of possible discrimination or harassment. Further, to the extent possible, Lafayette School Corporation will not allow anyone else to take adverse action against an employee for such acts. Lafayette School Corporation will promptly conduct a complete and impartial investigation of all such reports, and such investigations will be conducted, to the extent reasonably possible, in a confidential manner. Any employee of Lafayette School Corporation who, after reasonable investigation, is determined to have engaged in harassing or retaliatory conduct of any nature in violation of this policy will be subject to disciplinary action, including but not

limited to immediate termination.

#### **F. Conflict Resolution**

When an employee has concerns regarding his/her work or matters related to the work, the employee should discuss the issue with the immediate supervisor. When a sincere effort by the employee and the immediate supervisor does not resolve the concern, the employee may schedule an appointment with the next person in the chain of command as follows:

- Transportation Director
- Director of Human Resources
- Superintendent

#### **G. Child Abuse/Neglect Reporting**

The Lafayette School Corporation is concerned with the physical and mental well-being of the children of this Corporation and will cooperate in the identification and reporting of cases of child abuse and neglect in accordance with the law. When a school employee suspects that a child is a victim of child abuse or neglect, the employee must make an oral report, followed by a written report, to the Transportation Director or his/her designee.

#### **H. Bullying Reporting**

The Lafayette School Corporation will provide a safe learning environment to learn and achieve. Lafayette School Corporation has found that bullying causes physical and emotional harm to students, which interferes with the learning process. It's the Lafayette School Corporation's objective to create an environment free of bullying so students feel safe and supported academically, emotionally, and physically.

Bullying is defined as overt repeated acts or gestures, including verbal or written communications transmitted, physical acts committed, or any other behaviors committed by a student or group of students against another student with the intent to harass, ridicule, humiliate, intimidate, or harm the other student.

When any school employee witnesses an act of bullying, the employee must make an oral report, followed by a written report, to the Transportation Director or his/her designee.

#### **I. Privacy in the Workplace**

The Lafayette School Corporation recognizes its employees' rights to privacy in their personal lives. However, the Lafayette School Corporation has established the following practice with respect to employee privacy in the workplace to protect the Lafayette School Corporation's interests.

All offices, desks, lockers, communications equipment (including but not limited to computer equipment), telephone systems, facsimile devices, electronic mail systems, voice mail systems, and work files are the property of the Lafayette School Corporation and are to be used primarily for school business purposes. The Lafayette School Corporation reserves the right to monitor and access by various means the above-named areas and

locations. Employees should not expect that any information contained on such systems or in such locations is confidential or private.

Review of such information may be done by the Lafayette School Corporation with or without the employee's knowledge and will be motivated by a legitimate school business reason. The use of passwords does not guarantee confidentiality, and the Lafayette School Corporation retains the right to access information in spite of a password.

#### **J. Electronic Information Source Terms and Conditions**

Acceptable Use- The purpose of Lafayette School Corporation providing Internet access is to support research and education by providing access to unique resources and opportunities for collaborative work. The use of the account **MUST** be in support of education and/or research and be consistent with the educational objectives of the Lafayette School Corporation. The following uses of school-provided Internet access are **NOT** permitted: (This list is not all-inclusive.)

- to access, upload, download, or distribute pornographic, obscene, or sexually explicit material;
- to transmit obscene, abusive, sexually explicit, or threatening language.
- to violate any local, state, or federal statute;
- to vandalize, damage, or disable the property of another individual or organization;
- to access another individual's materials, information, or files without permission; and,
- to violate copyright or otherwise use the intellectual property of another individual or organization without permission.

Privileges - The use of electronic information is a privilege, not a right. Access entails responsibility. Inappropriate use will result in the cancellation of privileges. The network administrators may close an account at any time, and will deem what is inappropriate use. Their decision is subject only to review by the administrator or designated certified personnel of the Lafayette School Corporation. The administration, faculty, and staff of the Lafayette School Corporation may request the network administrator to deny, revoke, or suspend specific user accounts. Additional disciplinary action may be determined at the building level in keeping with existing procedures and practices regarding inappropriate language or behavior. When and where applicable, law enforcement agencies may be involved.

Network Etiquette - Users are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

- Politeness. Do not threaten or become abusive in messages to others.
- Appropriate language. Do not swear, use vulgarities, or any other inappropriate language.
- Personal addresses or telephone numbers should not be revealed, including one's own, friends, family, or colleagues.

- E-mail is not guaranteed to be private. Electronic messages and files stored on school-based computers may be reviewed. Administrators and faculty may review files and messages to maintain system integrity and ensure that users are acting responsibly.
- Do not respond to unsolicited e-mail. If you receive offensive unsolicited e-mail, notify your network/building administrator or the Lafayette School Corporation K-12 Computer Coordinator immediately.
- The Lafayette School Corporation makes no warranties of any kind, whether expressed or implied, for the service it is providing.
- The Lafayette School Corporation will not be responsible for any damages suffered by the user. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions, regardless of cause, or user errors or omissions.
- Use of any information obtained via these resources is at the user's risk. The Lafayette School Corporation specifically denies any responsibility for the accuracy or the quality of information obtained through its service.
- Security is very important, especially when many users are involved. The Lafayette School Corporation takes security issues very seriously. If an electronic information security problem has been identified, a network administrator or the Lafayette School Corporation K-12 Computer Coordinator must be notified. Problems must not be demonstrated to other users.
- Another person's account shall not be used without written permission from the individual.
- Attempts to log on to any system as a network administrator will result in cancellation of user privileges.
- Any user identified as a security risk or having a history of problems with other computer systems may be denied access to electronic information sources.
- Vandalism will result in the cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy the information of another user or any of the agencies or networks connected to the Internet. This includes, but is not limited to, the uploading or sending of computer viruses.

## **K. Ethics**

All employees of a state-funded entity are subject to the Indiana Code of Ethics as outlined in 42 IAC 1-1. In general, the Indiana Code of Ethics states the following:

- As a state employee, you, your spouse, or children shall not receive from anyone with a business relationship gifts, food or drink, service, entertainment, travel expenses or registration fees. You may not accept an honorarium for any activity considered part of your regular duties.
- You may not engage in political activity, including solicitation of political contributions, while on duty or in an official capacity. You cannot, at any time, solicit political contributions from people you have a business relationship with in regards to Lafayette School Corporation or anyone you directly supervise.
- You cannot accept employment involving compensation if it would impair your ability to perform your job with the Lafayette School Corporation. You cannot accept

employment or engage in other activity that will require you to disclose confidential information. You cannot use your position to secure unwarranted privileges that are of substantial value or not available to all similar individuals.

- You cannot participate in any decision or vote that has a financial interest of any of the following: You, any member of your family, any business or organization where you are serving as officer, director, partner, or employee. Any business/person with whom you might have prospective employment.
- You cannot knowingly have a financial interest in a contract made by an agency unless the contract was made after public notice through competitive bidding, you have filed a statement with the commission making disclosure of all financial documents, the contract can be performed without compromising your official duties and responsibilities.
- You cannot solicit or accept compensation for your official duties other than that provided by law. You cannot offer to pay compensation for performance of official duties except as permitted by law. You cannot benefit, nor permit others to benefit from, confidential information, you cannot divulge confidential information, except as permitted by law.
- You cannot make use of state materials, funds, personnel, or equipment for any business other than official business or that which is permitted by the Lafayette School Corporation.
- You cannot engage in or direct others to perform official duties during any hours other than working hours, except as permitted by the Lafayette School Corporation.
- Once you leave employment with the Lafayette School Corporation, you cannot accept employment as a lobbyist, negotiate on behalf of your employer agency contracts that applied directly to your former position, or accept employment from an employer if it was given for the purpose of influencing your duties or responsibilities while still employed.
- No family member (father, mother, brother, sister, uncle, aunt, husband, wife, son, daughter, son-in-law, daughter-in-law, niece, or nephew) may be placed in a direct supervisory-subordinate relationship.
- All state employees shall be trained in the code of ethics. State agencies are required to maintain documentation to demonstrate compliance. Please sign the LSC Ethics form and return to your supervisor.

#### **L. Conferences and Workshops**

Requests for permission to attend conferences and/or workshops should be submitted in writing and filed with the Superintendent or his designee. Such requests shall be filed no later than the first of the month in which the meeting or other relevant activity is scheduled to occur. The payment of reasonable itemized expenses incurred in attendance will be made, provided that money budgeted for such purposes remains, and the Office Professionals' leave has been approved by the Superintendent or his designee. A written report shall be filed with the Superintendent on the activities of the conference or visitation with recommendations, if any, for use in the school corporation. It shall be clearly understood that the Superintendent or his designee may disapprove any requests.

#### **M. Use of School Buildings – NOT APPLICABLE**

**N. Discussion Committee – NOT APPLICABLE**

**SECTION IV: RETIREMENT**

Drivers who retire from Lafayette School Corporation after 15 years of service will receive a severance of \$50.00 per year of service.

<b>Position</b>		
Bus Driver	<b>Base Hourly Rate</b>	<b>\$24.00</b>
Non-CDL Bus Driver	<b>Base Hourly Rate</b>	<b>\$21.25</b>

<b>Position</b>	<b>Base Hourly Rate</b>	<b>\$13.18</b>
Bus Attendant		

<b>Position</b>	<b>Base Hourly Rate</b>	<b>Driver rate + \$4.00</b>
Bus Driver Trainer		

For the purposes of initial wage placement, drivers will receive an additional 10 cents per hour for each year of service driving a bus for another school corporation or other organization in which a CDL with passenger was required. Maximum experience credit is 20 years or \$2.00 per hour.

**Receipt and Acknowledgment of the Lafayette School Corporation Employee Handbook**

This Employee Manual is an important document intended to help you become acquainted with the Lafayette School Corporation. This manual is not the final word in all circumstances. Individual circumstances may call for individual attention. This manual is not a contract.

I have received and read a copy of the Lafayette School Corporation Employee Manual. I understand that the policies, rules, and benefits described in it are subject to change at the sole discretion of the Lafayette School Corporation.

My signature below indicates that I have read and understand the above statements and have received and read a copy of the Lafayette School Corporation Employee Manual.

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Employee's Printed Name

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Employee's Position

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Employee's Signature

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Date

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Supervisor's Signature

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Date