SMCSC Support Staff Handbook

SOUTH



MADISON

2026-27

TABLE OF CONTENTS

	Page No.
Introduction	3
I. Staff Information and Regulations	
Organizational Structure	4
School Year Calendar	5
Board Meeting Dates	6
Board of School Trustees Appt/Representatives	7
Support Staff Regulations	8
Nondiscrimination Policy	9
Expanded Criminal History & Expanded Child Protection Index Checks	9
Dress and Appearance	9
Professional Ethics	9
Cell Phones	10
Staff Discipline	10
Employee Cafeteria Purchases/Accounts	10
Assignment and Transfer	10
Pay Schedule	10
Overtime	10
Direct Deposit	11
Insurance Benefits	11
Retirement Benefits	11
Tax-Sheltered Annuities (TSA)	12
Leave Days	12
Family/Medical Leave of Absence	13
Corporation	
Use of Medications AG 5330	16
Student Supervision & Welfare	17
Child Abuse & Neglect Policy 8462	18
Fire Drills/Bomb Threat Drills	19
Emergency Drills	19
Break-in or Robbery at School	19
Accident in School Owned Vehicle	19
Accidents	19
Purchases to be Paid by the School Corp	20
Work Orders	20
Scrap Metal/Rebates/Refunds	20
Use of School Facilities	20
Transportation by Private Vehicle Policy	20
Weapons	20
Staff Gifts	21
Harassment	22
Threatening and/or Intimidating Behavior Toward Staff Members Policy 4362.01	22
First Aid Regulations	22
Staff Safety Training and Health Precautions for Communicable Diseases Policy/ Regulations	23
Personal Protective Equipment	26
Aids Information	26
Use of Tobacco on School Property Policy 7434	27
Drug Free Workplace Policy 4122.01	27
Employee Assistance Program Policy 4170.01	28
Chemical Management & Preparedness for Toxic or Asbestos Hazard Policy 8431	28
Indoor Air Quality Coordinator (IAQ) Policy 8405	29
IDOE Required School Employee Training	29
Emergency –Opening/Closing Schools	30
II. Transportation Personnel Section	
Arrival/Departure Times	32
Bus Maintenance and Cleaning	32
FM Radios	32
License/Physical Exam	32
CPR Training/Renewal	32
Pay Schedule	32
Cell Phones	32
Attendance Policy	33
Unpaid Leave	33
Disciplinary Action for Non-Excused Absences	33
Job Abandonment	33
Checking Your Bus	33
Driver Lap & Shoulder Belts	33
Smoke Free/Tobacco Free	33
Bus Idling	33
Personal Protective Equipment	33
Extra-Curricular Trips	34
Contracted Drivers	34
Attendance	34
Bus Rental	34
Driver Information	34
Insurance	35
Pay Schedule	35
Contracted Route Changes	35
Bus Safety Procedures AG 8605	35
School Bus Safety Program	36
Regulations for Pupils Riding Buses	37
Drug & Alcohol Testing of CDL License Holders	38
Alcohol/Drug Testing Guidelines	42
Transportation Accident Procedure	50
Transportation Services Dept. Job Descriptions	52
III. Custodian Section	
Supervision	55
Attendance	55
Training	55
Work Orders	55
Supplies	55
Duties	55
Pay and Benefits	55
Uniform	56
Personal Protective Equipment	56
Job Description	56
IV. Nutrition Services Section	
Objectives	59
Attendance	59
Personnel Assignment	59
Compensation	59
Safety, Sanitation & Personal Appearance	59
Food Policies	60
Customer Service	60
Employee Conflict	61
Workplace Conduct Rules	61
Job Descriptions	63
Attendance Policy	70
Discipline Notice	71
V. Maintenance Section	
Supervision	73
Attendance	73
Work Assignment	73
General Information	73
Use of School Equipment	74
Emergency Duty	74
Vacations	74
Uniform	74
Personal Protective Equipment	74
Scrap Metal	74

Personal Use of Truck 74
Truck/Mower Care 75

APPENDIX

A. Open Communication Policy 77
A1. Required Reports & Protection of Whistleblowers 78
B. Payroll Schedule 2026-2027 79
C. Support Staff Leave Request Form 80
D. Medication Administration Form 81
E. Child Custody Receipt 82
F. School Incident Report 83
G. Request to Purchase 84
H. Transportation by Private Vehicle 85
I. Special Use of School Buses – Bus Driver Trip 86
J. Special Use of School Buses Admin. Guidelines 87
K. Staff Network & Internet Acceptable Use & Safety 88
L. SMCSC Internet/Computer Network Agreement 91
M. Support Staff Dress & Grooming Policy 4216 92
N. Dress Code 93
O. Outside Activities of Support Staff Policy 4231 94
P. Benefits Addendum 95
Q. Anti-harassment Policy 3362 96
R Nondiscrimination & EEO Policy 4122 104
S Notice of Eligibility to Participate in 403(b) Plan and List of Approved Annuity Representatives 109
T. 401(a) Plan 110
U. 403(b) Plan 126



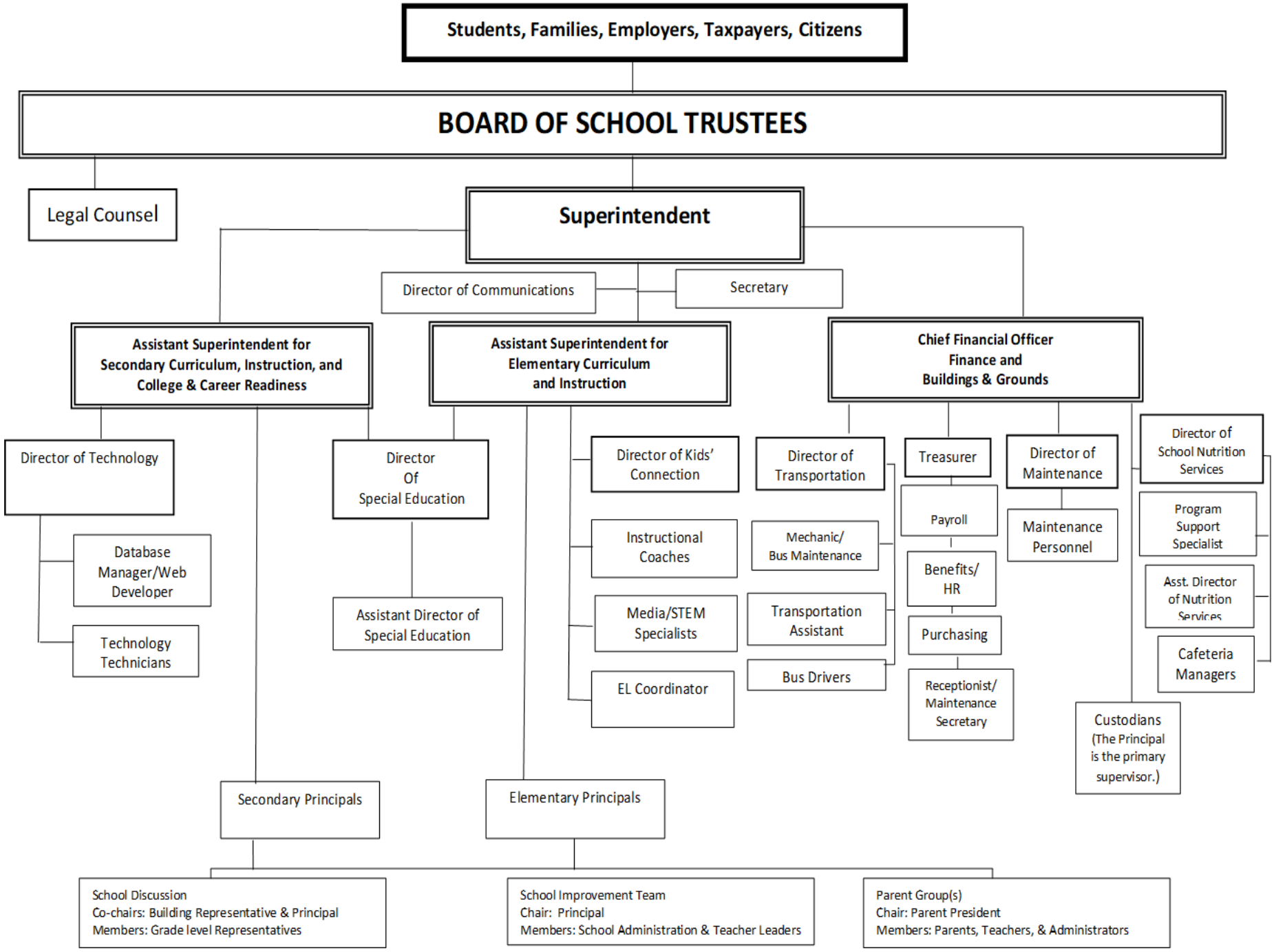
WELCOME

Welcome to the 2026-2027 school year for the South Madison Community Schools.

This handbook is to be used as an informational guide for support staff* and transportation personnel. It will provide personnel with a look at School Corporation policies and procedures that pertain to each individual's area or job classification. Each employee should read the handbook and become familiar with the policies and procedures contained within.

***Support staff includes: Cafeteria, Custodians, Maintenance, Nurses, Secretaries, Special Education Instructional Assistants, Instructional Assistants, Technology, Bookkeeper/Treasurers, and Transportation Staff.**

South Madison Community School Corporation



JULY 2026

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2026

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2026

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 2026

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER 2026

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER 2026

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2026

JUNE	**New Student Enrollment:**	Contact your school to make an appointment to enroll.
JULY	**New Student Enrollment:**	Contact your school to make an appointment to enroll.
AUGUST		Quarter 1: August 12 - October 9 (42 days)
	10	8:00 AM - 3:45 PM Teacher Organization Day
	11	8.00 AM - 11.30 AM Staff Development day
	12	First Day of School for ALL STUDENTS
SEPTEMBER		
	4	8:00 AM - 11:30 AM K-12 Staff Development/eLearning Day
	7	Labor Day - SCHOOLS CLOSED
OCTOBER		Quarter 1 Break: October 12-16 (5 days)- SCHOOLS CLOSED
		Quarter 2: October 19 - December 18 (43 Days)
	19	School Reconvenes at Regular Hour
NOVEMBER		
	25	8:00 AM - 11:30 AM K-12 Staff Development /eLearning Day
	26-27	Thanksgiving Break - SCHOOLS CLOSED
DECEMBER		Quarter 2 Break: December 21 -January 1(10 Days)-SCHOOLS CL
		(Note: No makeup days will occur during winter break.)

2027

JANUARY		Quarter 3: January 5 - March 11 (46 Days)
	4	8:00 AM - 11:30 AM Staff Development Day
	5	School Reconvenes at Regular Hour
	18	Martin L. King Day - Schools Closed UNLESS Snow Make-up Da
FEBRUARY		
	15	Presidents' Day - Schools Closed UNLESS Snow Make-up Day
MARCH		March 12 Schools Closed UNLESS Snow Make-up day
		Quarter 3 Break: March 15-19 (5 days)-SCHOOLS CLOSED
	22	School Reconvenes at Regular Hour
		Quarter 4: March 22 - May 27 (49 Days)
APRIL		
MAY		
	27	Last Student Scheduled Day
	28	Teacher Work Day
	31	Memorial Day - Schools Closed
JUNE		
	6	Commencement - Class of 2027

JANUARY 2027

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2027

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH 2027

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2027

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2027

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

PLEASE NOTE: If additional make-up days are needed, the days will be added to the end of the school calendar.

SOUTH MADISON COMMUNITY SCHOOL CORPORATION
SCHOOL BOARD MEETING DATES

2026			2026		
JAN	8	(1st Thur.) Regular Meeting Organizational Meeting	AUG	6	(1st Thur.) Regular Meeting
FEB	5	(1st Thurs.) Regular Meeting		20	(3rd Thur.) Regular Meeting
	19	(3rd Thurs.) *Work Session*	SEP	3	(1st Thur.) Regular Meeting
MAR	5	(1st Thurs.) Regular Meeting		17	(3rd Thur.) Regular Meeting
APR	2	(1st Thur.) Regular Meeting	OCT	8	(1st Thur.) Regular Meeting
	16	(3rd Thur.) *Work Session*		22	(3rd Thur.) Regular Meeting
MAY	7	(1st Thur.) Regular Meeting	NOV	5	(1st Thur.) Regular Meeting
	21	(3rd Thur.) Regular Meeting		19	(3rd Thur.) Regular Meeting
JUNE	4	(1st Thur.) Regular Meeting	DEC	3	(2nd Thur.) Regular Meeting
JULY	9	(2nd Thur.) Regular Meeting			**2027**
			JAN	7	(2nd Thur.) Regular Meeting Organizational Meeting

PLACE: Administrative Services Center
203 South Heritage Way
Pendleton IN 46064

TIME: 7:00 PM

ACADEMIC SPOTLIGHT AWARDS & REPORTS

Pendleton Elementary – November 5, 2026

Maple Ridge Elementary– November 19 2026

East Elementary – December 3, 2026

Pendleton Heights Middle School – February 4, 2027

Pendleton Heights High School – February 18, 2027

CONVENTION DATES:

ISBA/IAPSS: Fall Conference:
October 5-6, 2026 in Indianapolis

RETIREMENT RECOGNITION

May 21, 2026

SOUTH MADISON COMMUNITY SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES
APPOINTMENTS AND REPRESENTATIVES
2026

Membership of Board		Elected	Expiration	Twp
President	Mr. Mark Thompson	Jan 1, 2025	Dec 31, 2028	Green
Vice-President	Mr. Buck Evans	July 8, 2023	Dec 31, 2026	Adams
Secretary	Mr. Kevin Ginder	Jan 1, 2025	Dec 31, 2028	Adams
Asst. Secretary	Mr. Bill Hutton	Jan 1, 2025	Dec 31, 2028	Fall Creek
Member	Mrs. Ana Blake	Jan 1, 2025	Dec 31, 2028	At Large
Member	Mr. John Lord	Jan 1, 2023	Dec 31, 2026	Green
Member	Mr. Mike Hanna	Jan 1, 2023	Dec 31, 2026	Fall Creek

Board Attorney	Church Church Hittle & Antrim
Treasurer	Penny Myers
School Corporation Assistant Treasurer	Paula Kellermeyer
Delegate to ISBA Convention	John Lord
ISBA Legislative Liaison Designate	John Lord
ISBA Policy Liaison Designate	John Lord
Athletic Council Representative	Mark Thompson
Parliamentarian	Church Church Hittle & Antrim

Board Representatives to Advisory Committees:

Alternative School Program	Kevin Ginder
Area Vocational	Ana Blake
WEEM	Bill Hutton
STEM	John Lord
Technology	Bill Hutton
Vocational Agriculture	Richard “Buck” Evans
Vocational Business Education	Kevin Ginder
Vocational Family and Consumer Life Sciences	Ana Blake
Security and Safety	Mark Thompson & Ana Blake

Board Representation to Interlocal

Special Education	Mark Hall	

Board Representatives to Civic Boards:

Pendleton Community Library	Debra Collins	[7/01/23-6/30/27]
	Patricia Hinton	[7/01/25-6/30/29]
	Eileen Neeley	[7/01/25-6/30/29]
Pendleton Park Board	Steve Wills	[7/01/23-12/31/27]
Re-development Commission	Mike Hanna	[1/01/26-12/31/26]
Ingalls Re-development Comm.	John Lord	[1/01/26-12/31/26]

STAFF RULES AND REGULATIONS



SOUTH MADISON COMMUNITY SCHOOL CORPORATION, PENDLETON INDIANA 46064
SUPPORT STAFF REGULATIONS

1. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY (Policy 4122)

The School Board does not discriminate on the basis of the Protected Classes of race, color, national origin, sex , disability, age, religion, military status, ancestry, or genetic information which are classes protected by Federal and/or State law (collectively, "Protected Classes") occurring in the Corporation's employment opportunities, programs, and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs, and activities, affecting the Corporation environment.

The Superintendent shall appoint and publicize the name of the Compliance Officer(s) who is/are responsible for coordinating the Corporation's efforts to comply with applicable Federal and State laws and regulations, including the Corporation's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. The Compliance Officer(s) also shall verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act is provided to staff members and the general public. Any sections of the Corporation's collectively bargained contracts dealing with hiring, promotion, and tenure should contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender specific terms should be eliminated from such contracts.

Compliance Officer: Andrew Kruer, Assistant Superintendent for Secondary Curriculum, Instruction, and College & Career Readiness. 765-778-2152
The complete Nondiscrimination and Equal Employment Opportunity Policy 4122 can be found in Appendix R.

2. NEW EMPLOYEES - EXPANDED CRIMINAL HISTORY AND EXPANDED CHILD PROTECTION INDEX CHECKS

Expanded Criminal History (ECH) and Expanded Child Protection Index (ECPI) checks are required of all school employees who are likely to have direct, ongoing contact with children within the scope of their employment. The ECH check must be completed before or not later than thirty (30) days after the start date of employment. The ECPI check must be completed before or not later than sixty (60) days after the start date of employment. In addition, the employer can require an employee to have the ECH and ECPI checks at any time if the employer has reason to believe the applicant or employee is the subject of a substantial report of child abuse or neglect or has been charged with or convicted of a crime listed in IC 20-26-5-11(b).

CURRENT EMPLOYEES – EXPANDED CRIMINAL HISTORY AND EXPANDED CHILD PROTECTION INDEX CHECKS

School corporations must have in place a policy that requires updated Expanded Criminal History (ECH) check for current employees every five (5) years and may require updated Expanded Child Protection Index (ECPI) checks every five (5) years. In addition, the employer can require an employee to have the ECH and ECPI checks at any time if the employer has reason to believe the applicant or employee is the subject of a substantial report of child abuse or neglect or has been charged with or convicted of a crime listed in IC 20-26-5-11(b).

3. DRESS AND APPEARANCE

All staff are expected to dress and groom themselves appropriately for their profession. Instructional staff and office support staff must comply with the staff dress code. SMCSC provided uniforms and/or shoes should not be worn for personal use outside of work. (See Appendix M & N) Staff members will be required to wear personal protective equipment, including but not limited to face coverings, during certain times based on the district plan designed to manage the spread of COVID-19 or other community health-related concerns.

4. PROFESSIONAL ETHICS

A. School personnel should not gossip about one another or about any other school personnel.
B. SMCSC has adopted the Open Communication Policy 4112 (Appendix A) which outlines a problem-solving procedure. If there is a problem, follow the policy procedures. Reporting conflict that violates law or Board Policy is protected under the Whistleblower Protection Policy 4211 (Appendix A1)
C. In any case, take care of school problems at school, not elsewhere.
D. The school staff shall not use their positions to solicit business from [1] other school staff, or [2] students and parents, for the benefit of any private activity with which they might be engaged. See Policy 4231 (Appendix O)

5. **CELL PHONES**

See SMCSC Board Policies.

Policy 5136 Personal Communication Devices
Policy 7530.02 - Staff Use of Personal Communication Devices
Policy 7544 - Use of Social Media

Board policies can be found on the SMCSC.Com website

6. STAFF DISCIPLINE

If the situation warrants, the Corporation may follow a system of progressive discipline geared to correct practices rather than penalize employees. This discipline may include, but is not limited to the following:

A. Verbal counseling/oral warning in which a verbal conference between the employee and his/her supervisor is held.
B. A written warning (write up) which is a formal notice of a performance problem or inability to follow established policy. This notice serves as a warning that continued infractions will not be tolerated and may result in recommendation for discharge.
C. A staff member may be placed on probation in connection with the written warning for a period of time determined by the supervisor.
D. A suspension with pay may be invoked. The length of the suspension will be at the discretion of the Superintendent according to the severity of the violation.
E. A suspension without pay may be invoked. The length of the suspension will be recommended by the Superintendent according to the severity of the violation. Exceptions to this disciplinary procedure may be made, in cases where good practice demands immediate suspension or dismissal. Examples include, but are not limited to the following:
    1. reporting for duty under the influence of alcoholic beverages or drugs
    2. bringing alcoholic beverages or drugs onto the school premises or to events sponsored by the Corporation
    3. insubordination
    4. theft of Corporation or other's personal property
    5. arrest, with subsequent conviction
    6. falsification of application or medical information
    7. threats and/or acts of violence
    8. repeated violations of school regulations

7. EMPLOYEE CAFETERIA PURCHASES AND ACCOUNTS

SMCSC employees have cafeteria accounts stored in the Nutrition Services software that can be used to deposit into and hold funds to make cafeteria purchases from. Accounts can be used at any school within SMCSC. Accounts are "no charge" accounts, which means that purchases cannot be made without positive funds in account prior to time of purchase. SMCSC Nutrition Services is not allowed, per federal requirements, to extend credit on these accounts.

8. ASSIGNMENT AND TRANSFER (POLICY 4130)

The School Board believes that the careful placement of support staff within the Corporation is vital to the utilization of qualified and competent support staff for the successful functioning of the Corporation. Responsibility for the assignment and transfer of support staff members shall be vested in the Superintendent.

9. PAY SCHEDULE

A payroll schedule for the current school year can be found in the Appendix – Appendix B. Be sure to sign a W-4 and WH-4 (withholding forms) with the number of dependents claimed **if there are changes**. If there is a change in marital status the payroll and benefits department must be notified within 30 days.

Any payment due personnel while working for groups or individuals using school facilities MUST be processed through the payroll department. Personnel scheduled to work are NOT to accept any payment from the group or individual.

10. OVERTIME

For non-exempt employees, no overtime shall be worked without the prior approval of your immediate supervisor and no overtime will be paid without the prior approval of the Business Manager. The Superintendent shall prepare administrative guidelines to implement this policy. Access to district email, network data access, or district phone use must be restricted to your scheduled hours, unless prior approval of your immediate supervisor or in an emergency situation.

COMPENSATION TIME IN LIEU OF OVERTIME:

1. Comp time must be taken during the current fiscal (school) year in which it was authorized.
2. Your immediate supervisor must authorize in advance any comp time prior to the time being earned. All comp time must be documented and signed by the employee and immediate supervisor or building administrator, when such work has been previously approved and properly performed.

3. Except in an emergency, request to use compensation time must be requested at least 24 hours' notice in advance by using the district's Leave Request form.
4. Accrued hours shall be limited to a maximum of 20 hours.

11. DIRECT DEPOSIT/PAYROLL CHECKS

All employees are encouraged to use direct deposit for paychecks. Forms can be obtained from SMCSC.Com website or the payroll coordinator at the Administrative Services Center. Forms must be submitted via interschool mail or in person.
Payroll/Personal changes will be accepted by email.
Payroll Checks: Lost payroll checks will not be replaced for 10 business days after issued.

12. INSURANCE BENEFITS

Only full-time employees are eligible for the following insurance benefits (A through D): (Full-time employees are those who work 30 hours per week or more when averaged over the employee's standard work schedule.)

A. Health Insurance (selected by the Board of Trustees): South Madison Community School Corporation will pay all but 20% on a single plan or a family plan for the traditional plan. The balance of which shall be paid by the employee. (See Appendix P)
B. Life Insurance (selected by the Board of Trustees): South Madison Community School Corporation will provide $30,000 of life insurance and pay the premium except for $1.00 per year to be paid by the employee.
C. Vision Insurance (selected by the Board of Trustees): South Madison Community School Corporation will pay all but $1.00 of the single premium amount on the single or family plan.
D. Dental Insurance (selected by the Board of Trustees): South Madison Community School Corporation will pay all but $1.00 of the single premium amount on the single or family plan.
E. Health Insurance Plan (selected by the Board of Trustees): Open enrollment - Annual open enrollment for eligible employees will be November 1-15, with coverage becoming effective January 1st. The HDHP plan can not change to a Traditional plan unless there is a life changing event of: marriage, divorce, widowed, birth or adoption of child.
F. Health Savings Account (H.S.A.) Voluntary Payroll Deductions: Employees will be able to make changes in their deduction amount. Employees must notify the ASC/Benefits office of their intent to make a change.
G. Everside Health: Employees and family members over 4 years old covered under SMCSC health insurance will be able to use the clinic at no out-of-pocket cost for annual physicals and primary care services. The clinic also stocks prescription medications that are also available at no out-of-pocket cost. Other important benefits to this program: 1) a full-time primary care physician and a full-time nurse practitioner on staff; 2) incentives for getting an annual physical; 3) incentives over the year for achieving goals established with the Center physician; and 4) medical referrals.

13. RETIREMENT BENEFITS:

Only full-time employees are eligible for retirement benefits. (Full-time employees are those who work 30 hours per week or more when averaged over the employee's standard work schedule.)

A. P.E.R.F: The employer's share of P.E.R.F. as provided by the State will be funded by the corporation if the employee works 600 hours or more per year in a P.E.R.F. eligible position. Employees will pay 3% of their salary as their share by payroll deduction.
B. 401 (a) & 403 (b) Plans: A qualified Section 401(a) Plan and a Section 403(b) Plan have been established for all eligible employees. See Appendix T & U for copies of the plans. These Plans will be the same plans as adopted for certified employees. Employees will have the option of contributing to an annuity or a mutual fund.
   (1) The Section 403(b) Plan shall include provisions for pre-tax salary reduction contributions or after tax Roth contributions by the employee. The Board will contribute $1.00 for each $1.00 contributed by an employee, up to three percent (3%) of the employee's base salary; provided the employee makes a matching contribution of three percent (3%) of the employee's base salary. The plan also allows for employees who work 20 hours or more per week to participate.
   (2) Contributions made by the district will be deposited into the Section 401(a) account on behalf of the eligible support staff employee.
   (3) See Appendix S. for a list of approved annuity representatives
   (4) Open window periods for making changes are on a semi-annual basis. **These time periods will be July 1 – August 1 and December 1 – January 1.** A new member may create new annuity accounts one time within the first semi-annual period that he/she first becomes eligible.
   (5) Employees working less than 20 hours per week are eligible to contribute to a 403(b) with no employer contribution.

14. TAX-SHELTERED ANNUITIES (TSA)

A. A company will be recognized to write TSA's in the district when 20% or more employees indicate in writing a desire to have that company write their annuity.
B. Once a company is recognized to write TSA policies with the district, that privilege will be retained as long as any one employee retains their policy unless this privilege is revoked by the school district for misrepresentation by the company or other just cause.
C. Only one TSA deduction per employee will be made.
D. Each employee is provided the opportunity to participate in a voluntary tax-sheltered annuity program. Enrollment periods are on a semi-annual basis. **These time periods will be July 1 – August 1 and December 1 – January 1.** Members may change the carrier or the amount that is deducted only during these time periods. An agreement for a reduction in wages for a TSA will remain in effect for subsequent years unless canceled during a semi-annual period. A TSA may only be canceled during a semi-annual period.
E. The district will make payroll deductions for the employee to the recognized TSA companies.
F. Any complaint of unfair practices or misrepresentation on the part of any agent or company shall be made in a signed statement to the superintendent.
G. TSA agents shall not be permitted to contact school employees while they are at school.

15. LEAVE DAYS

Staff must complete a Support Staff Leave Request form (Appendix C) when requesting leave other than Professional Leave. All leave forms should be submitted to the building principal or supervisor and then forwarded to the Administrative Services Center.

Approval for leave without pay will be considered in the event of compelling personal circumstances that make it impossible or difficult to be at work. This leave will not be granted for personal gain or pleasure. An employee should submit his/her written request for the unpaid leave to the principal and the superintendent along with an explanation of the reason that he/she is requiring the leave.

Unpaid days taken without prior approval may result in disciplinary action and/or termination. Leave without pay may only be requested after all personal days and sick days have been expended. Kids Connection employees can request leave without pay only after all sick, personal, and vacation days are used. Requests for leave without pay or for professional leave will be granted at the discretion of the superintendent.

Leave days will be prorated for the first and last year of employment. Leave cannot be taken the day before or the day after a school vacation, except in the case of illness.

A. Sick Leave 20+ Hours Per Week

These employees will receive sick leave days per the Benefit Addendum (Appendix P).
Sick leave may not be taken unless the employee or immediate family member is ill. "Immediate family" shall mean spouse, parent, sibling, child, grandparent, grandchild, or similar relation established by marriage. The District reserves the right to request doctor verification for any absence due to illness. Employees may use their sick leave for personal illness or family illness.
Sick days shall not be used for personal business.
Unused personal days may be accumulated as sick leave for future illnesses of the employee in subsequent years. The maximum number of accumulated sick days may be found in Appendix P – Benefit Addendum.
Employees MUST use their current years leave days before using any accumulated sick leave days for family illness. The accumulated days may only be used as sick leave. Employees with illness/surgeries exceeding 5 consecutive days must provide a doctor's release prior to returning to work (including break periods).

B. Personal Leave (20+ Hours Per Week)

Personal leave days are allowed for the transaction of personal business and/or the conduct of personal or civic affairs. Any unused Personal Days will roll to Sick Days. (See appendix P)

C. Vacation Leave (12-Month Employees)

Only 12-Month employees receive vacation pay. Requests for vacation leave must be made at least 5 days in advance (30 days for maintenance/technology/Kids' Connection personnel). Vacation leave submitted fewer than 5 days in advance will be approved at the discretion of the principal and/or supervisor.
All vacation periods must be approved by the immediate supervisor. Reference Benefits Addendum (Appendix P).

D. **Other Paid Days**: Support staff will be paid for the holidays listed in the Appendix P Benefits Addendum.
All support staff must work the day before and the day after a holiday to receive holiday pay, unless the day falls on a

non-scheduled work day or the employee is granted paid leave.

Attendance Bonus - Employees who complete an entire year with perfect attendance (use of no personal, sick, or unpaid days) or an employee who has accumulated 5 days fewer than their maximum accumulated sick days as of June 30th of each year, will receive a year-end bonus comparable to one day's pay (based on the employee's scheduled hours and current pay). This bonus will be paid on the second pay in July of each year.

E. **Bereavement Leave:** Employees may receive up to 7 consecutive calendar days (maximum of 5 work days) of leave without loss of pay, commencing with the day of a death or the day after a death for immediate family. "Immediate family" shall mean spouse, parent, sibling, child, grandparent, grandchild, or similar relation established by marriage.One working day of absence will be granted without loss of pay for aunt, uncle, niece, nephew or anyone sharing the residence. (See Appendix P)

F. **Jury/Witness Leave:** When requested, an employee may serve on jury duty and the school corporation shall pay the employee his/her full pay less any daily remuneration paid by the court. The superintendent may grant an employee paid leave, less any daily remunerations paid by the court, to serve as a witness in a court hearing provided the employee has been summoned by the court to appear on a matter:

1. in which the employee is required to testify about facts which the employee acquired as the result of the performance of his/her duties at the School Corporation;
2. where the welfare of a student of the School Corporation is an issue; and
3. in which the individual employee is not the plaintiff or the petitioner in bringing the action against the School Corporation.

G. eLearning/Emergency Closures: eLearning/Emergency Closure days are considered to be non-working days. Leave days may not be used for non-working days.

FAMILY AND MEDICAL LEAVE OF ABSENCE ("FMLA") [POLICY 4430.01]

In accordance with Federal law, the School Board shall provide up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period to eligible support staff members for the following reasons:

A-1. the birth of a child and/or the care of a newborn child within one (1) year of the child's birth;

B-1. the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival;

C-1. the staff member is needed to care for a spouse, son, daughter, or parent if such individual has a serious health condition; or

D-1. the staff member's own serious health condition prevents him/her from performing the functions of his/her position;

Employee Entitlement to Service Member FMLA

Leave Entitlement

Service member FMLA provides eligible employees unpaid leave for one, or for a combination, of the following reasons:

A-2 A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) covered active duty or call to covered active duty in the United States Armed Forces, including the National Guard and Reserves. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation (maximum fifteen (15) calendar days); 7) post-employment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

B-2 To care for a covered family member, including next of kin as provided in the statue, who has incurred an injury or illness or aggravation of a pre-existing illness or injury while in the line of duty while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, providing the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of fifty percent (50%) or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers.

Duration of Service Member FMLA

A. When leave is due to a "qualifying exigency": An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable leave.
B. When leave is to care for an injured or ill service member: An eligible employee may take up to twenty-six (26) work weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. This is a one time benefit per service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
C. Service Member FMLA runs concurrent with other leave entitlements provided under Federal, State, and local law.

General Provisions

Staff members are "eligible" if they have worked for the Board for at least twelve (12) months, **and** for at least 1,250 hours over the twelve (12) months prior to the leave request. Months and hours that reservists or National Guard members would have worked if they had not been called up for military service count towards the staff member's eligibility for FMLA leave/Service Member Family Leave. Employment service time may be aggregated when the break in employment services

is less than seven (7) years, is for fulfillment of military obligations, or if the employee is subject to recall under a written agreement (NOTE: this includes a collective bargaining agreement). All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Twelve (12) month period is defined as the twelve (12) month period measured forward from the date the staff member's first FMLA leave begins (i.e., the "leave year" is specific to each individual staff member).

For Service Member Family Leave, the sum of the twenty-six (26) weeks will be measured forward from the first date on which the employee takes leave.

Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:

A. inpatient care, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
B. continuing treatment by a healthcare provider, including:
    1. a period of incapacity of more than three (3) consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves either in-person treatment two (2) or more times by a healthcare provider within thirty (30) days of the first date of incapacity, absent extenuating circumstances beyond the employee's control, or in-person treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a healthcare provider; The first visit to the healthcare provider must occur within seven (7) days of the first date of incapacity.
    2. any incapacity due to pregnancy or for prenatal care;
    3. any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
    4. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
    5. any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
C. conditions for which cosmetic treatment are administered are not "serious health conditions" unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc. are conditions that do not meet this definition and do not qualify for FMLA leave.

Intermittent and Reduced Schedule Leave

The Superintendent may allow a staff member to take FMLA leave intermittently or on a reduced schedule for the birth, adoption, or foster care placement of a child (see A-1 or B-1). A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parents, or dependent child with a serious health condition (see C-1 and D-1). Service Member Family Leave may also be taken on an intermittent or reduced-leave schedule when medically necessary.

The taking of such leave results in the total reduction of the twelve (12) or twenty-six (26) weeks only by the amount of leave actually taken.
If the intermittent or reduced-leave schedule is foreseeable based on planned medical treatment or the staff member is taking Service Member Family Leave, the Superintendent may require the staff member to transfer temporarily to an available alternative position which better accommodates recurring periods of leave. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties.

Staff Member Notice Requirement
Whenever the leave is foreseeable, the staff member shall provide the Superintendent with thirty (30) days' notice. If there is insufficient time to provide such notice because of unforeseeable events, the staff member shall provide such notice as soon as possible and practical, generally not later than the next business day after the employee realizes the need for leave. Failure to follow the leave notice requirements may result in delay of obtaining the leave. Employees will still be required to comply with the absence reporting procedures at their buildings.

When planning medical treatment or taking leave pursuant to Service Member Family Leave, the staff member must consult with the Superintendent and make a reasonable effort to schedule the leave so as not to unduly disrupt the regular operation of the Corporation, subject to the approval of the healthcare provider. Prior to returning to work a doctor's release to work statement must be received.

Substitution of Paid Leave
The staff member may request to substitute (i.e. run concurrently) any of his/her earned or accrued paid leave (e.g. sick leave, personal leave, vacation leave, family leave) (per the applicable collective bargaining agreement) for unpaid FMLA leave (see A-1, B-1, and A-2).
The staff member may request to substitute any of his/her earned or accrued paid vacation, personal leave or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for either reason (C-1) or (D-1) and (B-2).
The staff member may request to substitute any of his/her earned or accrued paid vacation, personal leave, family leave or sick leave (per the applicable collective bargaining agreement) for unpaid Service Member Family Leave.
If the staff member has not earned or accrued adequate paid leave to encompass the entire twelve (12) week period of FMLA leave or twenty-six (26) week period of Service Member Family Leave, the additional weeks of leave to obtain the twelve (12) weeks of FMLA leave or twenty-six (26) weeks of Service Member Family Leave, the staff member is entitled to shall be unpaid. Whenever a staff member uses paid leave in substitution for unpaid FMLA leave/Service Member Family Leave, such leave counts toward the twelve (12) week/twenty-six (26) week maximum leave allowance provided by this policy.

Corporation Notice Requirement
The Superintendent will notify the staff member when the Corporation intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing and should be given within five (5) business days of the request. When verbal notice is given, it will be followed by written notice within five (5) business days. In the case of intermittent or reduced schedule leave, only one (1) such notice is required unless the circumstances regarding the leave have changed. If the Superintendent does not have sufficient information about the reason for the staff member's use of paid leave, the Superintendent may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent learns that a paid leave is for an FMLA leave-qualifying reason, the Superintendent will notify the staff member within five (5) business days that the paid leave will count toward the staff member's twelve (12) week FMLA-leave entitlement. The notification will indicate whether the employee is required to provide a fitness-for-duty certification to return to work.

Limits
In cases in which the Board employs both spouses, the total amount of FMLA leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse or a child. Additionally, the aggregate number of work weeks of leave to which both the husband and wife may be entitled pursuant to this policy is limited to twenty-six (26) work weeks during the single twelve (12) month period provided for in the Service Member Family Leave provision if the leave is taken pursuant to Service Member Family Leave or a combination of general FMLA leave and Service Member Family Leave.

Certification
When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parents, or dependent child with a serious health condition (see C-1 and D-1), or Service Member Family Leave is taken, the staff member must provide medical certification from the healthcare provider of the eligible staff member, his/her immediate family member, or the next of kin of the individual. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed.
The staff member either:
A. submits the medical certification to the Superintendent, or
B. directs the healthcare provider to transfer the medical certification directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with an HIPAA-compliant authorization.

Staff members are not eligible for leave pursuant to this policy if they work elsewhere during leave pursuant to this policy.
In the event the staff member fails to provide medical certification, any leave taken by the employee is not FMLA leave/Service Member Family Leave.
When the need for FMLA leave is foreseeable and at least thirty (30) days' notice has been provided, the staff member must provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the Superintendent within fifteen (15) calendar days after the staff member requests FMLA leave unless it is not practicable under the circumstances to do so despite the staff member's diligent and good faith efforts.
Any dispute over eligibility for FMLA leave shall be discussed between the employee and Superintendent. The Corporation shall be responsible for maintaining a record of those communications.
The Board reserves the right to obtain, at its expense, the opinion of a second healthcare provider and, in the event of conflict, the opinion of a third healthcare provider whose decision shall be binding and final. The staff member may either:

A. submit the opinion of the second healthcare provider, and the opinion of the third healthcare provider if applicable, to the Superintendent; or
B. direct the second or third healthcare provider to transfer his/her opinion directly to the Superintendent, which will generally require
the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event that the staff member fails to provide the medical opinion of the second or third healthcare provider, if applicable, any leave taken by the staff member is not FMLA leave.
A staff member who takes leave for reason (D-1), prior to returning to work, must provide the Superintendent with a statement from his/her healthcare provider that s/he is able to resume work.
A staff member seeking to take leave pursuant to reason (A-2 or B-2) above must submit, in a timely manner to the Superintendent, an appropriate certification as described by Federal regulations.

Return from Leave
Upon return from any FMLA leave, the Board will restore the staff member to his/her former position or to a position with equivalent employment benefits, pay and conditions of employment. During FMLA leave, the Board shall maintain the staff member's current coverage under the Board's group health insurance program on the same conditions as coverage would have been provided if the staff member had been continuously working during the leave period. If the staff member was paying all or part of the premium payments prior to going on FMLA leave, the staff member must continue to pay his/her share during the leave.
The staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.
The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave.
If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition that entitles the staff member to leave pursuant to reasons (C-1) or (D-1) above or Service Member Family Leave, or for circumstances beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.
A staff member who fraudulently obtains FMLA leave is not protected by this policy's job restoration or maintenance of health benefits provisions.
The Superintendent shall prepare any guidelines that are appropriate for this policy and ensure that the policy is posted properly.
In any areas where discretion is allowed in the implementation of this policy or its guidelines for implementation, such discretion shall be exercised in a non-discriminatory manner. Similarly, situated persons shall be treated similarly.
The Superintendent shall provide a copy of the policy to all staff members, and retain a record of how and when the policy was distributed. A notice of Rights and Obligations shall also be provided each time an employee requests FMLA leave or the Corporation has sufficient information to believe that the employee may qualify for FMLA leave.
The approval, denial and administration of leave under this policy will be governed by the Family Medical Leave Act of 1993, as amended, and its published regulations, as applied and interpreted by the Superintendent.

CORPORATION

USE OF MEDICATIONS (AG 5330)
The medications and/or treatments which may be administered are defined in Policy 5330. In those circumstances where a student must take prescribed medication during the school day, the following guidelines are to be observed:
A. Parents should determine with their physician's counsel whether the medication schedule can be adjusted to avoid administering medication during school hours.
B. The Medication Administration Form must be filed with the respective building principal before the student will be allowed to begin taking any medication during school hours. This written and signed request form is to be submitted on an annual basis.

The Parent is to notify the school in writing if the medication, dosage, schedule, or procedure is changed or eliminated. A new request form must be submitted each school year or for each new medication.
C. All medications to be administered during school hours must be registered with the principal's office. Upon receipt of the medication, the school nurse shall verify the amount of medication brought to the school and indicate that amount on the student medication log sheet.
D. For students in grades K through 6, parents must deliver any necessary medications to the school nurse.
E. For each prescribed medication, the container shall have a pharmacist's label with the following information:

1. student's name
2. physician's name
3. date
4. pharmacy name and telephone
5. name of medication
6. prescribed dosage and frequency
7. special handling and storage directions

F. Any unused medication unclaimed by the parent will be destroyed by the administrative personnel when a prescription is no longer to be administered or at the end of a school year.
G. The staff member administering the medication shall ensure that the student takes the medication properly.
H. If a student does not take the medication at the proper time, the staff member responsible for administering the medication shall take appropriate steps to locate the student and administer the medication and to then notify the parents of the importance of the child reporting on time for his/her medication.
I. All medications are to be administered in such a way as to not unduly embarrass the student.
J. A log for each prescribed medication shall be maintained which will note the personnel giving the medication, the date, and the time of day. This log will be maintained along with the physician's written request and the parent's written release.
K. If, for supportable reasons, the principal wishes to discontinue the privilege of a student self-administering a medication, s/he shall notify the parent of this decision in sufficient time for an alternative administration to be established.
L. Dispensing of non authorized, over-the-counter (OTC) medication by Corporation employees to students served by the Corporation is prohibited. Where investigation confirms such allegations, prompt corrective action shall be taken up to and including dismissal.
M. In order to minimize health and safety risks to student-athletes and maintain ethical standards, school personnel, coaches, athletic trainees, and lay coaches should never dispense, supply or recommend the use of any drug, medication, or food supplement solely for performance-enhancing purposes.

STUDENT SUPERVISION AND WELFARE [POLICY 4213]

Support staff members shall maintain a standard of care for the supervision, control, and protection of students commensurate with assigned duties and responsibilities and are expected to establish and maintain professional staff/student boundaries that are consistent with their legal, professional and ethical duty of care for students.

The Superintendent shall maintain and enforce the following standards:

A. Each support staff member shall report immediately to a building administrator any accident, safety hazard, or other potentially harmful condition or situation s/he detects.

B. Each support staff member shall immediately report to a building administrator any knowledge of threats of violence by students.

C. A support staff member shall not send students on any personal errands.

D. A support staff member shall not associate or fraternize with students at any time in a manner that may give the appearance of impropriety, including but not limited to, the creation or participation in any situation or activity that could be considered abusive of sexually suggestive or involve harmful substances such as illegal drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential prosecution and disciplinary action by the Board up to and including termination of employment.

E. A support staff member shall not transport students in a private vehicle without the approval of a building administrator.

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

G. If a student approaches a support staff member to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc., the support staff member may attempt to assist the student by facilitating contact with certified or licensed individuals in the Corporation or community who specialize in the assessment, diagnosis, and treatment of the student's stated problem. However, under no

circumstances should a support staff member attempt, unless properly licensed and authorized to do so, to counsel, assess, diagnose, or treat the student's problem or behavior, nor should such support staff member inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law.

H. Staff members shall be aware of the potential dangers of engaging in electronic communication with students via email, texting, social media and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc., when such communication is not directly related to curricular matters or co-curricular/extracurricular events or activities.

I. Staff members are prohibited from electronically transmitting any personally identifiable image of a student(s), including video, photographs, streaming video, etc. via email, text message, or through the use of social media and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc., unless such transmission has been made as part of an approved curricular matter or co-curricular/extracurricular event or activity such as a school-sponsored publication in accordance with Policy 5722.

Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, alleged child abuse, and any other record information.

Pursuant to the laws of the State and Board Policy 8462, each support staff member shall report to the proper legal authorities, immediately, any sign of suspected child abuse or neglect.

CHILD ABUSE/NEGLECT [POLICY 8462]

As an agency of the State, the School Board 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 in accordance with law.

Each staff member and youth coach employed by this Corporation, volunteer, coach, and any volunteer shall be responsible for reporting immediately every case, whether ascertained or suspected, of abuse, abandonment, cruelty, or neglect resulting in physical or mental injury to a student by other than accidental means. If a staff member has reason to believe a child is a victim of abuse or neglect, they shall make a report immediately to the Department of Child Services ("DCS") by calling the Indiana Child Abuse and Neglect Hotline at 1-800-800-5556 and, if a crime is suspected, the appropriate local law enforcement agency. After making the report, the staff member shall notify the appropriate building administrator of the circumstances that led to the report that the staff member made to DCS and/or the appropriate local law enforcement agency. The building administrator shall document the report and, if unable to confirm the date and time it was made and/or the identity of the person to whom the report was made, shall contact DCS and, if a crime is suspected, the appropriate local law enforcement agency to ensure that they have received the report and an investigation has begun.

Information concerning alleged abuse or neglect of a student is confidential information and is not to be shared with anyone other than the administration, DCS, the local prosecutor, and, if a crime is suspected, the appropriate local law enforcement agency. If the parent or a member of the household is not the subject of the investigation, the Corporation may notify the parents that a report was made.

Failing to report suspected child abuse or neglect is a Class B misdemeanor, which is punishable by up to 180 days in jail and a $1,000 fine.

Building administrators should be mindful of the possibility of physical or mental abuse inflicted by a staff member. A staff member who violates this policy may also be subject to disciplinary action. Information concerning alleged abuse of a student by a teacher is confidential information and is not to be shared with anyone other than the parent(s), administration, DCS, and, if a crime is suspected, the appropriate local law enforcement agency. Any such instances, real or alleged, should be dealt with in accordance with the administrative guidelines established by the Superintendent after making a report of suspected abuse or neglect as described above.

The Board required that each Corporation employee who is likely to have direct, ongoing contact with children within the scope of their employment attend or participate in training on child abuse and neglect, including:

A. training on the duty to report suspected child abuse or neglect under I.C.31-33-5; and
B. training on recognizing possible signs of child abuse or neglect at lest once every two (2) years. This training may include:
    1. in-person presentation;
    2. an electronic or technology based medium, including self-review modules available on an online system;
    3. an individual program of students of designated materials.

The training required by this policy shall count toward the Board's requirements for professional development and be provided during the Corporation employee's contracted day or at a time chosen by the employee. In addition to the training required for an

initial license under I.C. 20-28-5-12.3, a Corporation employee who is likely to have direct, ongoing contact with children within the scope of their employment and who holds a license or permit from the division of professional standards of the Indiana Department of Education shall, as a requirement for license or permit renewal, attend or participate in the training described above before the Corporation employee's license or permit may be renewed.

This training shall count toward the requirements for professional development required by the Board.

Annually, the Corporation shall provide age-appropriate and research and evidence-based instruction on child abuse and child sexual abuse to students in Kindergarten through Grade 12. This instruction may be delivered by a school safety specialist, school counselor, school social worker, school psychologist, or any person with training and expertise in the area of child abuse and child sexual abuse.

A staff member who violates this policy in any way may be subject to disciplinary action, up to and including termination.

FIRE DRILLS/BOMB THREAT DRILLS

A. Each drill will be conducted as if there were actually a fire or threat.
B. Fire marshals should be appointed to be sure each floor is clear.
C. Drills must be conducted at least once a month.
D. Pupils must not talk to each other while leaving or entering the building.
E. Teachers shall remain with their class as they exit and re-enter the building.
F. The first person to reach the outside door should hold it open until the rest of the students have passed from the building.
G. Students should get away from the immediate vicinity of the building because of the possible danger of explosion.
H. Students should not return to their areas until the "all clear' has been given by the principal.
I. Each teacher should appoint someone in each class to close the windows and door of each room.

EMERGENCY DRILLS

A. The purpose of this drill is to prepare for severe weather conditions and other natural and manmade disasters.
B. Each drill is to be conducted as if there were an actual emergency.
C. Drills will be practiced as required by Indiana law. Tornado and manmade occurrence disaster drills will be conducted as required: one (1) during each semester or trimester.
D. Each staff member should know the emergency procedures for his/her building.
E. Each school should daily monitor its "weather monitor" during school hours.
F. When a "watch" or "warning" is signaled, the school should post an observer to observe actual conditions.
G. In assigning emergency stations, the southwest and the northeast corner of the building should be avoided.

BREAK-IN OR ROBBERY AT SCHOOL

If you discover a break-in or robbery at your school:

A. Call the principal of your school.
B. Call the Indiana State Police, Madison County Sheriff, or Pendleton Police Department.
C. Notify the Business Manager in the Superintendent's Office.
D. Inventory losses and record clean-up time.

ACCIDENT IN SCHOOL OWNED VEHICLE

If you are involved in an accident with a school owned or leased tractor, car, truck, or bus:

A. Call the State Police, County Sheriff, or Pendleton Police Department.
B. Show your driver's license to the police and the other party.
C. Give the name of your insurance agent (USI Insurance Services, Phone 765-372-5370) to the other party and to the police. Also, obtain the same information from the other party.
D. Obtain the names and addresses of all witnesses and the other party.
E. Give the story of the accident only to the police. Do not admit guilt or assign blame. Admit only to the facts — They will speak for themselves.
F. Do not sign or give any other statement without the permission of the insurance agent or his representative.
G. Render help to anyone injured and secure their names if possible.
H. Obtain X-rays or check-up for yourself if you have any doubts about your own condition.
I. Notify the principal and the Business Manager as soon as possible.

ACCIDENTS

When an accident occurs:

A. Notify the central office immediately and send accident reports to the central office. There are time constraints.
B. To prepare the accident report:
   (1) Be as detailed as possible.
   (2) Note any witnesses to the accident.
   (3) Note any evidence of injury.
   (4) Note what was done to and for any victims.
C. Give no statements to any third party until insurance carrier has been consulted.
D. Advise anyone injured to notify his/her own insurance carrier of the accident.
E. If first notice of injury is a summons or lawsuit, notify your building principal and the Business Manager immediately.

PURCHASES TO BE PAID FOR BY THE SCHOOL CORPORATION

A. Regular purchases
   (1) Fill out a "Request to Purchase" (Appendix G) and give it to the principal.
   (2) The principal will keep one copy and send the "Request" to the Supt.'s Office.
   (3) The business manager will approve or disapprove.
   (4) The Superintendent's Office will issue a "Purchase Order" and order the item or send the PO back for the teacher to purchase.
   (5) The blue and green copies of the Purchase Order will be returned to the principal.
   (6) When the ordered item is received, the Superintendent's Office will request the blue copy plus an additional yellow copy, both of which need to be signed by the person placing the order.

B. Reimbursements
   If in an emergency situation an individual teacher must make a purchase and the teacher is unable to charge the material to the school, **an itemized receipt must be provided in order to receive reimbursement**. While every effort will be made to reimburse employees for all legitimate expenses incurred, the district cannot commit to reimbursing purchases without prior approval. The Superintendent's Office **cannot** reimburse for sales tax.

WORK ORDERS

Notify your building administrator for special room maintenance problems.

SCRAP METAL AND REBATES/REFUNDS

All scrap material is the property of SMCSC.
All sales of scrap metal and redemption of rebates or refunds are the property of SMCSC.

USE OF SCHOOL FACILITIES

Each building, including equipment, is assigned to each building principal. The building is, therefore, the responsibility of the principal.

(1) Other than during regular school time, permission must be secured from the principal when the building is to be used or occupied by a teacher or by teacher-sponsored student or adult groups other than pre-scheduled athletic or band practices.
(2) Should any teacher or teacher-sponsored groups need to use the building or facilities at any time other than during the regular school day or for regularly scheduled use, a Request for Use of the Facility must be completed, contract signed and arrangements must be made with the principal for entrance and usage of the building.
(3) No independent teams or individuals may use the high school, middle, or elementary gymnasiums for practice or play without the principal's approval and a completed Request for Use of Facility form and contract must be on file.
(4) No Sunday use of the school facilities including the gymnasium is permitted without permission of the principal and the superintendent.
(5) Teachers should not loan keys or give security code information to student or adult groups. Groups needing access to buildings after school hours must make arrangements with the building principal for access. Outside adult organizations, **formed solely to support school activities**, may be permitted to use the building. A Request for Use of Facility form and a signed contract must be on file prior to the use of the facility.

TRANSPORTATION BY PRIVATE VEHICLE [POLICY 8660]

Do not lend your auto to a student. (You are legally liable in case of an accident.) See appendix H.

WEAPONS [POLICY 4217]

Except for a person who legally may possess a firearm and has been authorized by the School Board to carry a firearm in or on School Corporation property, the Board prohibits support 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 purposes of school activities approved and authorized by the Corporation including, but not limited to, property leases, owned, or contracted for by the Corporation, a school-sponsored event, or in a Corporation vehicle; provided, however, that a support staff member is not prohibited from possessing a firearm or ammunition that is locked in the trunk of the support staff member's vehicle, kept in the glove compartment of the support staff member's locked vehicle, or stored out of plain sight in the support staff member's locked vehicle.

Generally, the possession of a firearm in or on school property, in or on property that is being used by a school function, or on a school bus is a felony (I.C.35-47-9-2) and is prohibited by Board policy. However, State law permits a person who may legally possess a firearm to maintain that firearm if it is locked in the person's glove compartment or trunk in the person's locked vehicle. This exception does not apply to students unless it is a high school student who is a member of a shooting sports team and the principal has approved the student keeping a firearm concealed in the student's motor vehicle on days the student is competing or practicing as a member of a shooting sports team. This exception also does not apply to former students if the person is no longer enrolled in school due to a disciplinary action within the previous twenty-four (24) months.

The term "weapon" means any object which, in the manner in which it is used, intended to be used, or represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health or safety of persons. Weapons include, but are not limited to, firearms, tasers, handguns, stun guns, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, chemical weapons, metallic knuckles, martial arts weapons, ammunition, and destructive devices (such as bombs, incendiary, grenade, Molotov cocktail, rocket with a propellant charge of more than four (4) ounces, etc.) A "knife" is defined as "an instrument that: 1) consists of a sharp edge or sharp pointed blade capable of inflicting cutting, stabbing, or tearing wounds; and 2) is intended to be used as a weapon." I.C. 35-47-5-2.5(a)

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

This prohibition does not apply to weapons under the control of law enforcement personnel.

Exceptions to this policy include:

A. items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved; (Working firearms and ammunition shall never be approved.)

B. theatrical props used in appropriate settings;

C. starter pistols used in appropriate school related sporting events.

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

STAFF GIFTS [POLICY 4214]

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

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

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

The Board does recognize, though, that gift-giving to support staff members at some special holidays fits the spirit of the season and gift-giving at the close of an academic year is a part of tradition. At these times, gifts other than money may be accepted.

Upon the recommendation of the Superintendent, the Board shall consider, as appropriate, the presentation of token gifts to retiring members of the staff who have rendered service for a period of time.

Support staff members shall not accept any form of compensation from vendors that might influence their recommendations on or raise a conflict of interest with respect to the eventual purchase of equipment, supplies, or services. See also Board Policy 4113 – Conflict of Interest. Furthermore, support staff members shall not accept any compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from said vendor. In addition, support staff members who recommend purchases shall not enter into a contractual arrangement with a vendor seeking to do business, whereby an individual support staff member receives compensation in any form for services rendered.
Such compensation includes, but is not limited to cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that

a support staff member receives such compensation, albeit unsolicited, from a vendor, the support staff member shall notify the Superintendent, in writing, that s/he received such compensation and the compensation has been returned to the vendor.

A Corporation employee making a recommendation to the Board on a matter to be considered by the Board shall not accept a gift or gratuity from a person or entity having a substantial personal or pecuniary interest in the Board's decision on the matter in accordance with the restrictions and provisions of I.C.35-44-1-1-4.

HARASSMENT

It is the policy of the Board of School Trustees to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School Corporation operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board. See the Anti-Harassment Policy 3362 (Appendix Q).

THREATENING AND/OR INTIMIDATING BEHAVIOR TOWARD STAFF MEMBERS [POLICY 4362.01]

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

Threatening behavior consisting of any words or deeds that intimidate a staff member or cause anxiety concerning his/her physical well-being is strictly forbidden. Any threat to a member of the staff made by a student, parent, visitor, staff member, or agent of this Board shall be reported to the principal and the individual making the threat may be subject to discipline to further action.

State law requires that any individual who has reason to believe that a school employee: A) has received a threat; B) is the victim of intimidation; C) is the victim of battery; or D) is the victim of harassment by any individual immediately notify the principal, and the principal shall immediately make an oral report to the local law enforcement agency.

Harassment based on protected class shall be investigated under Policy 2266-Nondiscrimination on the Basis of Sex In Education Programs or Activities or Policy 4362 - Anti-Harassment, as applicable Related policies can be found at Policy 4362-Anti-Harassment and Policy 5517-Anti-Harassment.

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

FIRST AID REGULATIONS

1. **GENERAL DIRECTIVES FOR ILLNESS AND INJURY**
   Any child injured or ill on school property during school hours will be given emergency treatment or first aid care by the nurse as needed. Emergency first aid treatment should be rendered by teachers and other school personnel if the school nurse is not available. In all cases the persons administering treatment should follow the first aid guide provided by the school.

2. **DISPOSITION OF MINOR ILLNESS OR MINOR INJURY**
   A. If the injury or illness is minor, it may be appropriate to retain the child in school for the remainder of the day.
   B. If a child requires medical attention, the parent/guardian will be notified by the school. In the event that a delay is judged to be potentially detrimental to the child's welfare, and if a parent/guardian, or other designated person, cannot be reached, the child will be taken to the doctor or hospital emergency room designated on the emergency card.
   C. In non-emergency cases where the child cannot attend class, efforts will be made to reach the parents/guardians or other responsible adults in the home. If efforts to teach the parent or other designated adult are not successful, the child will be kept in school under observation.

3. **DISPOSITION OF MAJOR ILLNESS OR MAJOR INJURY CASES**
   A. If, in the judgment of the principal, nurse, or other designed employee, the injury or illness is serious enough to require hospitalization, the child should be transported immediately by emergency vehicle, ambulance, or private vehicle. In case of a critical emergency, where immediate life-saving help is needed the emergency squad, or other appropriate agency, will be called. The school is to notify the parent/s guardians after calling for emergency assistance. If at all possible, send the emergency card with the child.
   B. The school should be prepared to give to the police, firemen, or other rescue officials written information indicating the child's name, parents' names, telephone number, and home address.
   C. The school will obtain information about the destination or hospital to which the child is taken.
   D. The principal will contact the parents/guardians.

E. If there is no telephone, an adult messenger from the school will go directly to the home to notify a parent/guardian.

4. **TRANSPORTATION**
   A. No sick or injured child will be transported to his home and left alone. The child must be left in the care of a responsible adult.
   B. Providing for transportation and adult supervision is the responsibility of parents/guardians who, in the event that they themselves may be unavailable, will provide for transportation and supervision by a responsible adult. Transportation of the child by school personnel will be provided as a last resort.

5. **RECORDING EMERGENCY TREATMENT**
   Anyone giving emergency first aid to a pupil will briefly record the treatment on the accident form provided in each school.

STAFF SAFETY TRAINING AND HEALTH PRECAUTIONS FOR COMMUNICABLE DISEASES
(Per Policy 8453)

I. GENERAL

It shall be the policy of the South Madison Community School Corporation to provide simple and effective precautions against transmission of disease in the school environment and comply with Indiana Code 16-10-7. Each employee shall receive training and access to the necessary equipment to prevent transmission of communicable diseases.

II. DEFINITION OF "POTENTIALLY AT RISK SITUATIONS" FOR EXPOSURE TO INFECTIOUS BODY FLUIDS IN THE SCHOOL SETTING

A. Defining the Problem
   1. The body fluids of all persons must be considered potentially infectious with any exposure possibly resulting in the transmission of disease.
   2. The term "body fluid" includes blood, semen, urine, feces, vomitus, saliva, nasal drainage, sputum, and serious drainage from openings of the body.
   3. Exposure to a potentially infectious body fluid is defined as non-intact skin, eye, mouth, mucous membrane, or parenteral contact with the body fluids of another person.
   4. Direct contact with the body fluids of another person must be avoided when possible in the school setting.
   5. Only staff members with assigned job descriptions should provide care of students or staff members requiring first aid and disposing of infectious body fluids.

B. Potential situations "At Risk" for Exposure to Body Fluids
   1. Giving first aid to staff members or students.
   2. Cleaning and disposing of infectious waste materials.
   3. Giving injections.
   4. Cleaning up broken glass.
   5. Assisting handicap students with toilet tasks.
   6. Emptying trash containers.
   7. Cleaning up body spills (vomitus, blood, mucus).
   8. Wound care.

C. Exposure Determination
   1. All staff members who reasonably anticipate frequent or regular contact with potentially infectious materials through performance or assigned job tasks are at risk for occupational exposure.
   2. Staff members who are frequently exposed to potentially infectious materials are:
      a. School Nurses
   3. Staff members who are exposed to potentially infectious materials some of the time through assigned work tasks are:
      a. Custodians
      b. Special Education Bus Drivers and Special Ed. Aides
      c. Athletic Trainer

III. PREVENTATIVE MEASURES

A. Use of Universal Precautions
   1. The body fluids of all persons are to be considered potentially infectious; thus, universal precautions will be used by all staff.
   2. Universal precautions information will be displayed in key areas in every school building.

B. Proper Hand Washing
   1. Proper hand washing is the single most effective way to prevent the spread of most diseases.

2. Proper hand washing technique will be used by all staff members after protected or unprotected contact with the body fluid of others.
3. All staff members and students will have hand washing facilities and supplies readily available to them.

C. Personal Protective Equipment
1. All staff members will be provided with disposable, non-porous gloves and disinfectant to be used to handle an emergency body fluid spill.
2. Non-permeable gowns, gloves, masks, and eye protection will be provided for the custodians and nurses assigned to clean up large blood spills.

D. Removal of Potentially Infectious Materials
1. All public areas in the schools will be thoroughly cleaned on a methodical schedule.
2. Approved agents that kill infectious microorganisms will be used.
3. Mechanical means will be provided to clean up materials potentially contaminated with infectious waste to avoid skill contact; i.e., by dustpan and brush, tongs, forceps.
4. All waste containers will be lined with non-permeable disposable liners.
5. All materials with biohazardous waste (dripping with blood or blood products) will be double bagged in a declared biohazard waste bag, labeled, and property disposed.

E. Personnel Accountable for Care of Infectious Waste
1. In an attempt to limit the number of staff members exposed to body spills, only custodial staff will be responsible to clean up all body spills except in an extreme emergency where time is of the essence.
2. In an attempt to limit the number of staff members who could be exposed to infectious body fluids, only the school nurse will give first aid and care to sick students.
3. Students should be instructed how to care for their own cuts and nose bleeds whenever possible.

IV. STAFF EDUCATION

A. All employees will receive comprehensive information about safety in the workplace during work hours to include the following topics:
1. Explanation on the OSHA regulations on blood borne pathogens;
2. A general explanation of the epidemiology, symptoms, and modes of transmission of blood borne pathogens;
3. An explanation of the SMCSC Infection Control Plan and how to obtain a copy;
4. An explanation of tasks that may lead to exposure of potentially infectious materials;
5. An explanation of methods that will prevent or reduce exposure to potentially infectious materials;
6. Information of personal protective equipment (location, use, removal);
7. Information on the Hepatitis B vaccine (efficacy, safety, method administration, benefits);
8. Appropriate actions to take and who to contact in an emergency involving blood or other potentially infectious materials;
9. An explanation of the procedure to follow if an exposure incident occurs (method of reporting, who will investigate, and the medical follow-up and post exposure evaluation);
10. An explanation of the signs, labels, and color-coding of biohazardous waste materials

B. All staff members will have annual training to update new information and regulations concerning safety in the workplace.

C. Any staff member who has a change in job tasks that increases the possibility of being exposed to infectious materials will be re-trained on universal precautions and the use of personal protective equipment.

D. Training records will be kept for three years to include the name and job title of those attending, an outline of the presentation, the name and qualification of the presenters, and the date of the presentations.

V. EXPOSURE INCIDENT

A. Definition of an exposure to potentially infectious materials:
Exposure means any non-intact skin, eye, mouth, mucous membrane or potential contact with blood or other potentially infectious materials that results from the performance of an employee's assigned duties.

B. Procedure for Reporting an Exposure Incident
1. An exposure to potentially infectious materials must be reported as soon as possible (within 24 hours) to the building principal or administrator in charge.
2. The employee who was exposed to the potentially infectious material must complete a written statement that includes the following information:
a. Name and social security number of the employee
b. Date, time, and location of the exposure
c. Source of the exposure
d. Description of how the incident occurred
e. Witnesses to the exposure, if any

3. This report is to be forwarded to the Superintendent or his designee immediately who will conduct a potential exposure investigation.
4. If the incident is determined to be an exposure to an infectious material, the school corporation will offer a confidential medical evaluation to the employee at no cost to the employee.
5. The medical examiner who performs this evaluation will provide a confidential medical evaluation to the employee at no cost to the employee.
6. The corporation must obtain a copy of the medical examiner's report and give it to the employee within fifteen working days after the evaluation has been made.

C. Post Evaluation Follow-up
1. The school corporation will provide appropriate medical treatment of any illness or injury from a work exposure to blood borne pathogens at no cost to the employee based on the recommendation of the medical examiner.
2. The corporation will provide a confidential follow-up evaluation at no cost to the employee.

VI. HEPATITIS VACCINATION PROGRAM

A. Employees who have been determined by their corporation to be at risk for a blood exposure because of assigned job responsibilities will be offered the Hepatitis series at no cost to the employee.
1. The vaccine is to be offered to the employee after he/she receives training and within ten (10) days of job assignment.
2. The only exceptions to receiving the vaccination series are: (a) if the employee has received the series, (b) antibody tests show the employee is immune, or (c) medical reasons prevent the employee from receiving the vaccine.

B. The employee may decline to have the vaccine by signing a statement of declination. This statement will be kept in the employee's confidential health file. An employee who initially declines to have the vaccination may decide to have it at a later date at no cost.

VII. ADMINISTRATION OF THE INFECTION CONTROL PLAN

A. Annual Review and Revision of the Infection Control
1. The school corporation will review the IFC policy each August.
2. Any changes in state or federal regulations that pertain to infection control in the workplace will result in revision to the IFC policy.

B. Annual Training of Staff
1. The school corporation will provide annual staff training concerning infection control in the workplace.
2. The training will be provided by a knowledgeable presenter.
3. Documentation of these training sessions and who attended will be kept for three years in the Superintendent's Office.

C. Documentation of Exposure Incidents
1. All exposure incidents will be kept in a confidential file in the Superintendent's Office.
2. The school corporation will keep a confidential medical file of each employee with an occupational exposure to include the following:
   a. HIV vaccination status, dates of vaccine, any medical records pertaining to the employee's ability to receive the vaccination;
   b. copy of all medical examines, tests, and follow-up procedures;
   c. copy of information given to healthcare professional after an exposure incident.
3. These confidential medical records will be kept on file and not released, disclosed, or reported to anyone within or outside the school corporation without the written consent of the employee.
4. These records will be kept on file the length of each employee's employment plus thirty years.

VIII. SANCTIONS

If an employee fails to use universal precautions or fails to attend the training sessions, and such failure is substantiated by administrative review, the employee shall be subject to appropriate disciplinary action, including verbal or written reprimand and dismissal consistent with applicable statutory and contractual obligations.

STAFF SAFETY TRAINING AND HEALTH PRECAUTIONS FOR COMMUNICABLE DISEASES REGULATIONS

I. TRAINING AND EQUIPMENT

A. Training
1. Training shall be provided to each new employee and at least one time each year to all employees.
2. This training shall be either written information or verbal instruction.

B. Training Topics
1. Definition of the problem
2. Potential situations "At Risk" for exposure to body fluids
3. Exposure determination

4. Use of universal precautions
5. Proper hand washing
6. Personal protective equipment
7. Removal of potentially infectious material
8. Procedure for reporting an exposure incident

II. HEPATITIS VACCINATION PROGRAM

A. Employees determined to be at risk for a blood exposure because of their assigned job responsibilities will be offered the Hepatitis B series vaccination at no cost to the employee within a reasonable time of their employment. These groups of employees include:
   1. Custodians
   2. Special Education bus drivers and bus aides
   3. Athletic trainers
   4. School nurses
   5. Maintenance workers
   6. Emergency preparedness team members

B. Exceptions to receiving the vaccination series are:
   1. the employee has already received the series
   2. antibody tests show the employee to be immune
   3. medical reasons prevent the employee from receiving the vaccine
   4. the employee may decline by signing a waiver. This waiver will be kept in the employee's confidential health file. An employee who initially declines to have the vaccination may decide to have it at a later date at no cost to the employee

III. **PERSONAL PROTECTIVE EQUIPMENT**

Staff members will be required to wear personal protective equipment, including but not limited to face coverings, during certain times based on the district plan designed to manage the spread of COVID-19 or other community health-related concerns.

AIDS INFORMATION SECTION

DEFINITION OF AIDS:

Acquired Immunodeficiency Syndrome or AIDS is a serious condition caused by a virus which can destroy the body's ability to combat infections. Persons with AIDS can acquire diseases that lead to death.

TRANSMISSION OF AIDS (How AIDS is spread):

1. Sexual contact with an infected person with the AIDS virus.
2. Exchange of blood with an infected person (through infected needles or less frequently from infected blood products from an infected person.
3. Mother to child transmission before or during birth.

MAJOR RISK GROUPS FOR AIDS:

1. Homosexual/Bisexual men comprise 74% of confirmed AIDS cases.
2. Heterosexual IV drug users comprise 17% of confirmed AIDS cases.
3. Persons with Hemophilia and Coagulation Disorders who received contaminated blood products comprise 3% of confirmed AIDS cases.
4. Heterosexual sex partners of persons with AIDS or at risk for AIDS comprise 4%

PREVENTION OF AIDS:

1. Risk reduction related to sexual contact.
2. Risk reduction related to IV drug abuse.
3. Health education about AIDS.

COMMON MISINFORMATION ABOUT AIDS:

1. AIDS is not spread by casual, social, or family contact.
2. People can work with others, use public toilets and swimming pools, eat at restaurants, and attend public events with persons with AIDS without fear of getting AID.
3. Children with the AIDS virus pose no risk for other students in a school setting.
4. There is no evidence to show that AIDS is transmitted by insects, flies, or mosquitoes.
5. Although traces of the AIDS virus have been found in saliva, the amount is so small, there have been no reported cases of AIDS transmitted this way.

6. Persons caring for family members with AIDS who take normal precautions are not at risk for AIDS. This is also true for healthcare workers, ambulance attendants, policemen, and firemen.

AIDS PRECAUTIONS IN A SCHOOL SETTING:

1. All contact with body fluids must be considered as potentially infectious.
2. Latex gloves must be worn by all staff members coming in contact with blood and other body fluids from another person from scrapes, cuts, nosebleeds, vomitus.
3. Latex gloves and approved disinfectant must be used by any staff member who cleans a body fluid spill.
4. In unanticipated skin contact with body fluids where gloves may not be immediately available, the affected skin surfaces must be washed with soap and water for ten seconds as soon as possible.

INFECTION CONTROL IN THE SCHOOL

The following information is meant to provide simple and effective precautions to prevent the spread of disease in the school setting.

GOALS OF INFECTION CONTROL IN THE SCHOOL:

1. Increase student and staff safety by teaching disease prevention.
2. Identify potentially infectious body fluids requiring barrier precautions.
3. Provide simple, effective precautionary behaviors to prevent the transmission of diseases.

DEFINING THE PROBLEM OF DISEASE TRANSMISSION IN THE SCHOOL:

1. The body fluids of all persons must be considered potentially infectious which may result in the spread of disease.
2. The term “body fluids” includes blood, semen, drainage from cuts and scrapes, feces, urine, vomitus, respiratory secretions (nasal drainage and sputum), and saliva.
3. Direct contact with the body fluids of another person must be avoided when possible in the school setting.

PREVENTING DISEASE TRANSMISSION IN THE SCHOOL:

1. Proper hand washing technique is the single most effective way to prevent the spread of most communicable diseases transmitted by normal daily contact.
2. Disposable, nonpermeable gloves must be worn by all staff who come in contact with the body fluids of another.
3. Non Permeable gloves and approved disinfectant must be used by all staff who clean a body fluid spill. All body fluid spills must be treated as potentially infectious.
4. In unanticipated skin contact with the body fluids of another, where gloves were not immediately available, the affected skin area(s) must be washed with soap and water for ten seconds as soon as possible.
5. All potentially infectious waste materials (tissues, band aids, gauze, disposable cleaning papers) must be disposed of in nonpermeable lined containers to prevent skin contact with the disposer.

USE OF TOBACCO ON SCHOOL PROPERTY (Policy 7434)

The School Board recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser and is, therefore, of concern to the Board.

For the purposes of this policy “tobacco” is defined to include any lighted or unlighted cigarette, cigar, pipe, bede, clove cigarette, and any other smoking product: spit tobacco, also known as smokeless, dip, chew, nicotine pouch and snuff, in any form; and all electronic nicotine delivery systems (ENDS) such as e-cigarettes and vape and hookah pens.

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 from the adverse impact of tobacco smoke on indoor air quality and encourage students to not use tobacco in any form, the Board prohibits the use of tobacco within any facility owned or leased or contracted for by the Board.

Such prohibition also applies on school grounds, on school buses at any school-related event.

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

DRUG FREE WORKPLACE (Policy 4122.01)

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 is free from the use of any controlled substance.

The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance and alcohol, and any drug paraphernalia, by any member of the Corporation’s support staff at any time while on Corporation property or while involved in any Corporation-related activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with Corporation guidelines.

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

EMPLOYEE ASSISTANCE PROGRAM (EAP) [POLICY 4170.01]

The School Board believes that early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation, return to productive work, and reduced personal, family, and social disruption.

The Corporation encourages the earliest possible diagnosis and treatment for alcoholism and drug abuse and supports sound treatment efforts. Whenever feasible, and subject to the limitations described here, the Corporation will assist staff members in overcoming their alcohol or drug abuse problems. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual staff member's responsibility.

Self-Referral
Staff members with personal alcohol or drug abuse problems should request assistance from the principal or the Superintendent. Assistance will be provided on a confidential basis, and each staff member will be referred to the appropriate treatment and counseling services. Staff members who, in dealing with alcohol or drug abuse problems, voluntarily request assistance through the EAP may do so without jeopardizing their continued employment with the Corporation subject to compliance with Board Policy 4122.01 – Drug-Free Workplace.

Corporation Referral
Staff members who test positive and/or drug use/abuse and who are referred, at Corporation request, for counseling or treatment will be limited to one (1) opportunity for counseling or treatment to cease the use of alcohol and or drugs.

A positive test for the use of illegal drugs will result in immediate termination.

Special Consideration
All Corporation-requested staff member treatment and counseling will require, at a minimum, that the staff member immediately cease any alcohol and/or drug use/abuse and that the staff member be subject to periodic unannounced testing for a twelve (12) month period following enrollment in the program. Undergoing treatment or counseling for the first time, at the Corporation's request, will normally not jeopardize a staff member's employment. However, the Corporation will be required in certain safety-sensitive situations to remove from certain duties, such as driving a school bus. If other work cannot be found, the staff member's employment will be terminated.

CHEMICAL MANAGEMENT AND PREPAREDNESS FOR TOXIC OR ASBESTOS HAZARD [POLICY 8431]

The School Board is concerned for the safety of the students and staff members and will attempt to comply with all Federal and State statutes and regulations to protect them from hazards that may result from exposure to toxic chemicals used in the classroom as a part of an instructional program, as well as toxic chemicals used for cleaning or maintenance or from the presence of asbestos materials used in previous construction.

Chemical Management/Toxic Hazards
In order to reduce student and staff exposure to chemical hazards used or kept at the school corporation facilities, the Superintendent will be responsible for developing and implementing a plan for minimizing exposure to these toxic hazards.

These hazards exist in chemicals and other substances used in the school setting such as in laboratories, science classrooms, kitchens, school grounds, buses, and in the cleaning of rooms, and equipment.

The Board will appoint an employee to serve as the Toxic Hazard Preparedness (THP) Officer who shall oversee the implementation of the Corporation's Chemical Management/Toxic Hazards Plan. The plan may include:
A. provisions to ensure when chemicals are used during a class, such as but not limited to chemistry, biology, or industrial technology, appropriate ventilation in proper working order must be used to minimize potential exposure to these chemicals (either the National Institute for Occupational Safety and Health (NIOSH) or the Occupational Safety and Health Administration (OSHA) guidelines for evaluating student exposure must be used);

B. identify potential sources of toxic hazard in cooperation with material suppliers who shall supply the THP Officer with materials which shall be followed by all Corporation employees in using said materials; B. ensure that all incoming materials, including portable containers, are properly labeled with the identity of the chemical, the hazard warning, and the name and address of the manufacture or responsible party;

C. a storage protocol which provides for safe storage and ensures that all incoming materials, including portable containers, are properly labeled with the identity of the chemical, the hazard warning, and the name and address of the manufacturer or responsible party;

1. details the methods used to inform staff and students of the hazards;
2. describes the methods used to inform contractors and their employees of any hazardous substances to which they may be exposed and of any corrective measures to be employed;

D. a training program for all Corporation employees to include such topics as detection of hazards, explanation of the health hazards to which they could be exposed in their work environment, and the Corporation's plan for communication, labeling, etc.;

E. a disposal procedure which adheres to State environmental protection guidelines;

F. a protocol which addresses action to be taken in the event of a spill of toxic chemicals or other potential accidents.

In fulfilling these responsibilities, the THP Officer may enlist the aid of county and municipal authorities and, if possible, the owners or operators of identified potential sources of toxic hazard.

PHASE-OUT/BANNED PRODUCTS

The Superintendent shall require that any chemicals, insecticides, or other materials that the Federal government is phasing out and/or banning by a certain date be immediately banned from use on Board property.

Asbestos

In its efforts to comply with Asbestos Hazard Emergency Response Act (AHERA), the Board recognizes its responsibility to:
A. inspect all Corporation buildings for the existence of asbestos or asbestos-containing materials;
B. take appropriate actions based on the inspections;
C. establish a program for dealing with friable asbestos, if found;
D. maintain a program of periodic surveillance and inspection of facilities or equipment containing asbestos;
E. comply with EPA regulations governing the transportation and disposal of asbestos and asbestos-containing materials.

The Superintendent shall appoint a person to develop and implement the Corporation's Asbestos-Management Program which will ensure proper compliance with Federal and State laws and the appropriate instruction of staff and students.

The Superintendent shall also ensure that, when conducting asbestos abatement projects, each contractor employed by the Corporation is licensed pursuant to the Asbestos Abatement Contractors Licensing Act.

Nothing in this policy should be construed in any way as an assumption of liability by the Board for any death, injury, or illness that is the consequence of an accident or equipment failure or negligent or deliberate act beyond the control of the Board or its officers and employees.

INDOOR AIR QUALITY (IAQ) POLICY 8405

The Superintendent shall appoint a person to serve as the Indoor Air Quality (IAQ) Coordinator for the school corporation. The IAQ Coordinator shall serve as the lead contact person for matters related to indoor air quality in the facilities operated by the school corporation.
IAQ Coordinator: Kyle Mealy, Chief Financial Officer; phone: 765-778-2152; address: 203 S Heritage Way, Pendleton IN 46064
Policy 8405: Environmental Health and Safety Issues - Indoor Air Quality, Animals in the Classroom, and Idling Vehicles on School Property can be found in its entirety at www.smcsc.com under School Board/Policy & Bylaws

IDOE REQUIRED SCHOOL EMPLOYEE TRAINING

Indiana required training for school employees:

- Bloodborne Pathogen per 29 CFR 1910.1030(g)(2), annually
- Bullying Prevention per I.C. 20-33-8-13.5,all school employees & volunteers
- Dyslexia per I.C. 20-35.5, professional awareness information (I.C.20-35.5-7-1), initial employment
- Internal Controls per I.C. 5-11-1-27 any employee who receives, processes, deposits, disburses or otherwise has access to funds, annually
- Training for Staff and Testing Security and Integrity Agreement and Indiana Assessment, Policies, Administration and Security Manual per 511 I.A.C.5-5-5, all school employees, except bus drivers, annually

Indiana required training for license renewal for certified school employees:

- Child Abuse and Neglect per I.C. 20-28-3-4.5, duty to report and recognizing possible signs upon initial license and rewewal (minimum 24 min.), as well as non-licensed staff with ongoing contact with students, at least once every 2 years

- Cardiopulmonary Resuscitation (CPR) per I.C. 20-28-5.5-1(b), Initial Practitioner license; upon license renewal application.

Indiana required training for specific groups of school employees:

- Sudden Cardiac Arrest Training per I.C.20-34-8-9, all sports and cheerleading coaches and marching band leaders and every two years thereafter
- Homeless Children and Youths per SEA 127, annually
- School Safety Specialist, I.C. 10-21-1-13, annually
- Concussion per I.C. 20-34-7-6 and I.C. 20-34-7-7, all sports and cheerleading coaches, initially, before coaching than every two years
- Heat Preparedness per I.C. 20-34-7-7, before coaching an athletic activity, including cheerleading, and every two years thereafter
- Lock Out/Tag Out per 29 C.F.R. 1910.147, affected employees
- Seclusion and Restraints per I.C. 20-20-40-13(J), appropriate employees, recurrent

In addition to the Indiana requirements, SMCSC Board policy requires training on various policies (e.g., mandatory reporter). To offer flexible scheduling, South Madison provides online training alongside key policies in the Teacher and Staff handbooks that employees must review and acknowledge

EMERGENCY PLANS —OPENING AND CLOSING SCHOOL

The following plans will be announced over radio stations WEEM, WHBU/WERK/WHIT, WFMS, WIBC, WBSB and WQME and TV stations WRTV Channel 6, WISH Channel 8, WTHR Channel 13, and WXIN Fox 59. Parents/guardians may sign up for personal Messenger Calling System alerts (telephone, text message, email) in the Parent Portal of PowerSchool. Also, follow us on Facebook (South Madison Community School Corporation) or Twitter (@CO_Arabians) for school district alerts.

A. All the schools in the South Madison Community School district will not be in session.
B. A particular school will not be in session.
C. Buses will pick up students one hour **later** than usual. School will begin one hour **later** than usual.
D. Buses will pick up students two hours **later** than usual. School will begin two hours **later** than usual.
E. Schools will close two hours **earlier** than usual. Buses will deliver students to their homes two hours **earlier** than usual.
F. Schools will close one hour **earlier** than usual. Buses will deliver students to their homes one hour **earlier** than usual.

---

1. If you are in doubt about school, listen to the radio or check with your supervisor or principal.
2. Please do not call the superintendent's office except as a last resort as he will be trying to notify the news stations or principals
3. If school is closed for conditions other than weather, teachers should report to school, or call the principal if in doubt.



SMCSC TRANSPORTATION 2026-2027

BUS DRIVER REGULATIONS

ARRIVAL/DEPARTURE TIMES

Drivers should not arrive or depart school earlier than the posted time on the chart below. If your arrival is earlier, the driver must hold the students on the bus until the posted time. If there is any doubt about what time to arrive, please check with the building principal. Your cooperation is expected.

SCHOOL	A.M. ARRIVAL	A.M. TARDY	P.M. DISMISSAL	P.M. DEPARTURE
EAST	8:10	8:30	3:25	3:32
MAPLE	8:10	8:30	3:25	3:32
PENDLETON	8:10	8:30	3:25	3:32
PHMS	7:10	7:30	2:25	2:32
PHHS	7:05	7:30	2:25	2:32

BUS MAINTENANCE AND CLEANING

All drivers are to be absolutely certain your bus is in top condition at all times. This includes brakes, battery, heater, tires, lights, steering, and all other items which contribute to safety. Refueling should be completed before or after running your route.

It is the driver's responsibility to maintain a clean bus at all times. Such cleaning should, at minimum, include but not be limited to sweeping the floor and/or picking up trash and gum on a daily basis. A small wastebasket is provided near the front door for student use. Seat covers should be inspected on a regular basis and repairs made immediately to avoid further damage.

During cold weather be sure your bus windows are defrosted and your bus warmed before picking up students. Provide for a 15 minute warm up period in cold weather.

FM RADIOS

FM radios are installed in each regular and corporation owned bus for the driver's convenience in communication with other buses, building administration, and the superintendent's office. These radios are to be used for official school business only and not for personal conversation. If you contact the office in reference to a discipline problem, **DO NOT** use the student's name over the air.

The radio will be properly cared for by the driver. The corporation will pay for the radio, installation, and normal maintenance. Damage to the unit or antenna due to negligence is the responsibility of the driver. When maintenance is needed, contact the superintendent's office for instructions concerning such repair.

LICENSE/PHYSICAL EXAM

All drivers are required to undergo a physical examination every two years, unless an annual exam is deemed medically necessary. A copy of the required state physical exam form must be on file in the transportation office and reflect your most recent exam.

The corporation will reimburse regular route and special education drivers up to $100.00 for the cost of the physical exam. To receive reimbursement, drivers must provide proof of both the completed physical and payment.

CPR TRAINING/RENEWAL

CPR training/renewal is available to all transportation employees at the corporation's expense every two years.

PAY SCHEDULE

Drivers will be paid in two week intervals (26 pays) throughout the year. Refer to the current pay schedule (Appendix B) for specific dates.

CELL PHONES

See SMCSC Board Policies.

Policy 5136 Personal Communication Devices

Policy 7530.02 - Staff Use of Personal Communication Devices

Policy 7544 - Use of Social Media
Policy 8606 - Bus Drivers and Cellular Telephone Use

Board policies can be found on the SMCSC.Com website

ATTENDANCE POLICY

Employees are granted Leave Days as outlined in the Employee Handbook. All absences must be accounted for appropriately under one of the following categories:

Sick Leave
Personal Leave
Bereavement Leave

If an employee is absent due to an extended illness of five (5) or more consecutive days, a Medical Leave or Family Medical Leave form must be completed and submitted.

UNPAID LEAVE

Any time not worked that is not covered by a designated Leave Day will result in a payroll deduction. The following unpaid leave scenarios may be approved with proper documentation:

The employee's own illness not covered by sick leave (requires a doctor's note)
Family illness not covered by sick leave (required a doctor's note)
Bereavement not covered by available Leave Days

These types of unpaid leave must be approved by the employee's immediate supervisor in advance. All other unpaid leave must be:

Pre-arranged and approved by the Director of Transportation, or
Approved by the Superintendent if outside the immediate scope of Transportation Department policy

Any unpaid absence not arranged and approved in advance will be considered non-excused.

DISCIPLINARY ACTION FOR NON-EXCUSED ABSENCES

Each non-excused day or partial day is considered a separate incident, subject to progressive disciplinary action as follows (within the period of August 1-June1):

First Incident: Written warning from the supervisor
Second Incident: Three (3) day suspension without pay
Third Incident: Recommendation for termination of employment

A suspension without pay is part of the progressive discipline process. Each individual day or partial day of payroll reduction due to a non-excused absence will count as a separate incident.

JOB ABANDONMENT

Failure to report to work for three (3) consecutive days without notifying the supervisor in advance will be treated as a voluntary resignation.

CHECKING YOUR BUS

Upon the completion of each run and the departure of students, drivers are required by state statute to walk through the bus and check for any student who may have fallen asleep or failed to exit the bus. This procedure must be done for your regular runs or any field trip before the driver exits the bus. Leaving a child on the bus must be reported to the Indiana Department of Education and will result in suspension and/or termination.

DRIVER LAP & SHOULDER BELTS

State statute requires all drivers to be properly restrained with lap and shoulder belts while driving the bus. Failure to do so is a safety violation that may result in personal liability for the driver should an accident occur.

SMOKE FREE /TOBACCO FREE

As outlined in SMCSC Policy 4215-Use of Tobacco by Support Staff *"The Board prohibits the use of tobacco by support staff members in school buildings at all times. Such prohibition also applies on school grounds, on school buses, and at any school-related event."*

BUS IDLING

Drivers of all public and private vehicles are to turn off the engine if the vehicle is to be stopped more than five (5) minutes in locations where the vehicle exhaust may be drawn into the building or while on school grounds.

PERSONAL PROTECTIVE EQUIPMENT

The Corporation will provide personal protective equipment (PPE) when needed. PPE is required to be used at all times. Failure to use PPE can result in disciplinary action including termination for repeated offenses.

EXTRA-CURRICULAR TRIPS

ECA Bus Driver Pay Schedule

Corporation Owned Buses Rate as determined by the Board of School Trustees

Contractor Owned Buses Rate as determined by the Board of School Trustees

Mileage will be paid using the current pump reading at 6 miles per gallon.

Mileage will be paid from the school of origin through the activity and return to school of origin.

School Sponsored Trips

All drivers for extra-curricular trips must be approved by the Corporation. Individuals who would like to drive for these activities should contact the Transportation Director prior to the start of each school year.

Extra-Curricular Bus Regulations

1. All buses and drivers must be scheduled through the transportation office. All trips will be assigned at the sole discretion of the Corporation.
2. Buses will be assigned to trips by the Director or assistant based on availability and schedule.
3. The interior of the bus shall be inspected prior to the activity and again at the conclusion of the activity by the driver and the sponsor/coach. Any damage caused by a group shall be the responsibility of the group.
4. It is the responsibility of the sponsor/coach to make sure the bus is clean upon return. All trash, such as paper and drink containers, should be placed in the wastebasket provided on the bus.
5. Upon return from the activity the bus must be placed back in the bus pen.
6. Trips will be assigned based on the information you have provided us. The more limitations as to your availability, the fewer trips you will be assigned.
7. In the event you cannot drive a scheduled trip, contact the office immediately. DO NOT give the trip to another driver without permission. This will ensure a more even distribution of field trips.
8. Claims for all field trips must be filed within ten days of the trip for payment. DO NOT hold these claims.

CONTRACTED DRIVERS

Non-School Sponsored Trips

If you intend to use your contracted bus to drive non-school sponsored events, a trip slip (Special Use of School Buses – Bus Driver Trip Ticket – Appendix I) and approval is required prior to the activity. Such trips will be approved in accordance with validly adopted Board policy and state/federal regulations. Make sure such requests are made in advance of the planned activity, and follow administrative guidelines (Appendix J).

Attendance

Contractors are expected to drive on a daily basis. In the event you are unable to drive due to illness or for any other reason, you may utilize a substitute driver who has been approved by the Corporation. At such times the contractor is required to notify the Director of Transportation prior to the absence. In cases of emergency, such notification must be made within 24 hours of the absence.

Bus Rental

If it is necessary to use one of the corporation-owned buses, contact the transportation office as early as possible. The Director will assign the bus for your use. Rental rates will be charged in each case and such rental will be due in the Superintendent's Office according to the notice we send you. Rental will be charged until the bus is returned to the bus pen.

Driver Information

Bus drivers are reminded the following reports are due to the Superintendent's Office:

a. Certificate of insurance (prior to the start of each school year).
b. Bus driver physical exam (every two years) - 2 forms are required
c. Bus driver data

d. Other forms and reports as required by the school or Department of Education (distributed at the annual driver meeting).

Insurance
All contracted drivers must file a certificate of insurance with the superintendent's office before the beginning of each school year. While some insurance companies do this automatically, it is the owner's responsibility to verify such a certificate is on file. Drivers will not be permitted to operate their bus on a route or extra-curricular trip until such insurance is verified in writing to our office.

South Madison School Corporation shall be listed as, "additionally insured" on the contract driver's policy.

In the event the Superintendent's Office is notified such insurance is no longer in force during the school year, such bus will be immediately taken out of service until written notice of reinstatement is received in the office.

Pay Schedule
Drivers will be paid in two week intervals (26 pays) throughout the year. Refer to the current pay schedule (Appendix B) for specific dates. Any adjustment in a contracted daily rate due to the fuel adjustment will be in accordance with the current fuel adjustment addendum.

Contracted Route Changes
All route changes must be approved by the office. Pay for additional mileage above the maximum mileage stated for a contracted route will be made at the driver's per mile rate. Should you have any questions in reference to a route change, contact the office.

BUS SAFETY PROCEDURES AG 8605

The primary responsibility of the school bus driver is to provide safe transportation for students. When children are being transported on a school bus, they are under the supervision, direction and control of the school bus driver. Bus safety requires the driver to be aware of all safety features of the bus, and to instruct students in the best practices for safely entering, leaving, and riding the bus each day. The driver must also partner with parents and guardians to ensure that students who leave home in the morning safely return that evening. The superintendent, or his designee, shall ensure that all bus drivers observe the following regulations:

1. Pre-trip inspections of buses are required of all drivers. This inspection shall be done prior to each bus trip and will include, at a minimum, the following:
    a. Tires
    b. Fluid leaks & levels
    c. All lights and warning systems
    d. Emergency door, hatch and windows
    e. Brakes
    f. Stop arm
    g. Turn signals
    h. Windshield wipers
2. If during a pre-trip inspection or bus trip a mechanical defect is discovered that would jeopardize the safety of students, the bus will be taken out of service until the defect is corrected. Both serious and minor mechanical problems are to be documented on the district's repair form and given to the bus maintenance staff for correction.
3. It is the driver's responsibility to maintain a clean bus at all times. Such cleaning will, at a minimum, include picking up trash on a daily basis and sweeping the bus weekly. Drivers are expected to enforce the student rule of no eating, drinking or chewing of gum on the bus. However, eating and drinking may be allowed for "special occasions" at the discretion of the driver.
4. During cold weather, the driver must ensure that the diesel engine is warmed and the windshield is defrosted before leaving the bus pen. The driver must also plug in the engine heater each evening at the end of the run.
5. FM radios are installed in all buses to facilitate business communication between drivers, buildings and the administrative services center. The driver is expected to use professional judgment when using the radio.
6. No one may operate any bus on a route or extra-curricular trip without a proper license. Should a driver's license expire or be suspended, the driver must immediately notify the superintendent's office. The driver will not be able to drive until the license is reinstated. Failure to notify the Director will result in disciplinary action, up to and including suspension or termination. The school system may perform license checks with the State of Indiana at any time.
7. Cell phones may not be used by any driver while the bus is in motion.

8. Upon the completion of each run and the departure of students, drivers shall walk through the bus and check for any student who may have fallen asleep. In the mornings, this should be completed before leaving PHMS for your elementary route. Leaving a student on the bus will result in suspension and/or termination.
9. Drivers are to report to the superintendent's office any unsafe condition they may notice while driving their route or extra-curricular trip.
10. Due to the threat of abduction and/or child abuse, drivers must only release elementary students at their assigned stop, unless a note has been provided by the parent or guardian. The driver is expected to be very cautious about leaving any younger elementary student (grades K-2) at a home where no one appears to be home.
11. Since most student injuries on buses occur while boarding or leaving the bus, drivers will train all student riders in the proper procedures for loading, unloading and crossing in front of the bus. At the school building, drivers will only unload students at the designated parking space or at the curb. Students may not be released from a bus at a location that requires them to go between cars or buses to reach the school building.
12. Because student behavior can cause driver distraction and accidents, the driver must enforce the Rules for Pupils Riding Buses using the District's Bus Student Behavior Management Plan.
13. To ensure the safety of all students, a bus driver must be on the bus when students are on the bus. This includes the loading and unloading of students. The only exceptions are emergency situations, or when another adult (e.g. teacher) has responsibility for the students.
14. Drivers of extra-curricular trips are required to follow all state and district policies and regulations relating to the operation of a school bus. To ensure the safety and timely return of students, drivers should remain at the extra-curricular location with the students at all times. At the discretion of the coach, sponsor, or teacher in charge, the driver may be allowed to leave the location, but only if he/she can be contacted when needed (e.g. cell phone). In no case may the bus be more than 10 minutes away from the students.

SCHOOL BUS SAFETY PROGRAM

The safe transportation of students to and from school activities is of primary importance in the administration of the school bus program. All state laws and regulations pertaining to the safe use of school buses shall be observed by drivers, students, and school personnel.

District-owned and or provided buses shall be constructed, equipped and inspected in accordance with Indiana law and administrative rules and requirements adopted by the State Board of Education. The District shall not transport students in vehicles that do not meet the Indiana requirements of a "school bus" with the following exceptions:

1. Small numbers of students may be transported in a personal vehicle at the discretion of the building administrator. (See Appendix H – Policy 8660)
2. Parents may transport their own children home from extra-curricular functions at the discretion of the coach or building administrator.
3. Charter buses may be used to transport students at the discretion of the Superintendent.

All school buses used for the purpose of transporting students shall have an annual vehicle inspection by the Indiana State Police with the appropriate state forms completed by September 30 of each year.

Buses shall be maintained in safe operating condition through a sound preventive maintenance program. Transportation Services shall maintain a comprehensive record of all maintenance and repairs performed on each corporation bus.

Bus drivers shall adhere to all state licensing requirements and District regulations. Drivers will maintain student discipline to reduce distractions and to provide a safe environment on the bus. Training of bus drivers and aides will be a priority of Transportation Services.

The superintendent shall ensure that there is instruction for all students in school bus safety and emergency evacuation procedures. The following instruction shall be provided by the bus driver to his/her riders once each semester:

1. Emergency evacuation through all available emergency exits;
2. Planned and orderly evacuation of the school bus in case of emergency, including participation in actual evacuation drills;
3. Safe operation of windows;
4. Awareness and knowledge of posted bus safety rules and regulations;

5. Location and proper use of fire extinguishers, first-aid kits and warning reflectors;
6. Safe school bus riding procedures, including loading, unloading, and crossing.
7. Proper operation of seat belts.

REGULATIONS FOR PUPILS RIDING BUSES

Since a school bus is an extension of the classroom, children shall be required to conduct themselves in a manner consistent with established standards for classroom behavior. Parents and students are reminded that school transportation is a privilege and not a right. The bus driver is the sole authority on the bus while students are being transported. Therefore, the driver shall keep order, maintain discipline, treat all children with respect, and provide for the safety of the children. School bus drivers shall assure that all students observe the following regulations:

1. Students are expected to conduct themselves in a proper and safe manner at bus stops. Students are expected to be at the assigned stop when the bus arrives so the driver may maintain his/her route schedule.

2. Students will ride only assigned school buses and will board and depart from the bus at assigned bus stops. A temporary change in a student's assigned bus stop or bus may be granted by the principal or driver for a special need. In such cases, a note from a parent, for students in grades K-6, shall be submitted to the principal and driver stating the reason and duration of the change. In order to board the bus, guests of K-6 riders must have prior approval of the principal or driver. A permanent transfer to another route or bus stop for daily pick-up and afternoon drop-off will only be made upon approval of the Director of Transportation.

3. Students will cross all streets/roads at least ten (10) feet in front of the school bus and after the driver has stopped and signaled the student that it is safe to cross. Students are to stay out of the bus "danger zone," a ten (10) foot area around the bus, at all times.
4. For the safe operation of the school bus, noise on buses shall be kept at a minimum with students speaking in reasonable conversation voices. Loud, boisterous, profane language, or indecent conduct shall not be tolerated. Passengers must be quiet at railroad crossings and other danger zones as designated by the bus driver.

5. Students shall remain seated while the bus is in motion and keep all parts of their bodies inside the bus. Arms, feet, books, backpacks, and instruments shall be kept out of the aisle. Seats may be assigned at the discretion of the driver.

6. Doors and windows shall only be opened or closed with the driver's permission.
7. Students are not to eat or drink on the bus, unless special permission is granted by the bus driver. Chewing gum is not allowed on the bus.

8. Objects will not be thrown in or out of the bus.
9. For safety reasons, students in grades K through 6 must carry all loose items such as books, papers, and folders in a backpack.
10. Students are to follow the directions of the driver the first time they are given.
11. Transportation of certain types of cargo on the school bus shall be forbidden. Examples of such cargo shall include, but is not limited to, live animals, items forbidden by law or school regulation, objects that pose a safety hazard to the student or others on the bus, and objects too large to hold in the student's lap. Carry-ons with handles and wheels are not allowed unless special permission is granted by the principal or bus driver. If there is a question on the transportation of a particular item, the principal and/or driver should be consulted in advance.

12. Students may use wireless communication devices on the bus at the discretion of the bus driver, teacher or sponsor/advisor/coach. Other electronic devices (e.g. MP3 player, CD player, laptop) may be used on the bus as long as they are not disruptive and are used in a manner consistent with policy and established standards for classroom behavior.

13. Vandalism of buses will not be tolerated. Students will be required to pay for damaged seats or damaged equipment.
14. Maintaining discipline on the bus is the responsibility of the bus driver. Under normal circumstances progressive discipline shall be used. A bus driver has the authority to suspend a student for one school day or to impose other disciplinary measures. The bus driver shall notify the parent prior to any suspension from the bus. The building principal or designee has the authority to suspend a student for a period up to ten (10) days. In extreme cases a student may have riding privileges removed for a period longer than ten (10) days. The building principal or designee may take such action after an investigation has determined such

action is necessary. In either case, the parents shall be informed of the length of time riding privileges will be removed and the reason for the action. When riding privileges are suspended, the student is prohibited from riding any school bus to or from school during the suspension period.

15. Neither the school corporation nor the bus driver is responsible for student items lost or damaged on the school bus.

DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS AND OTHER EMPLOYEES [POLICY 4162]

The School Board believes that the safety of students while being transported to and from school and school activities is of utmost importance and is the primary responsibility of the driver of the school vehicle. To fulfill such a responsibility, each bus driver, as well as others who perform safety-sensitive functions with School Corporation-owned and/or operated ("Corporation-owned") vehicles (collectively, "Covered Employees") must be mentally and physically alert at all times while on duty. To that end, the Board has established this policy and others related to employees' health and well-being.

The Board expects all drivers to comply with Board Policy 4122.01 on Drug Free Workplace which prohibits the possession, use, sale, or distribution of alcohol and any controlled substance on school property at all times. Further, the Board concurs with the Federal requirement that all Drivers should be free of any influence of alcohol or controlled substances while on duty. Therefore, participation in the alcohol and controlled substances testing program is a condition of employment for all Drivers.

Covered Employees
The term "Covered Employee" means all commercial driver license (CDL) holders and regular and substitute bus drivers as well as other staff who operate, inspect, service, and condition a commercial motor vehicle (CMV) while on duty, regardless of whether they are required to hold a CDL.

Definitions
For purposes of this policy and the guidelines associated with the policy, the following definitions shall apply:

A. The term alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol. This term is a volume breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test as described herein.
B. The term illegal drug means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.
C. The term controlled substance includes the possession or use of any drug which is unlawful pursuant to Federal, State and local laws and regulations, and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally-obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individuals ability to safely perform safety-sensitive functions. This term includes but is not limited to marijuana, metabolites, cocaine metabolites, amphetamines, opiate metabolites, and phencyclidine (PCP).
D. The term controlled substance abuse includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.
E. The term safety-sensitive functions includes waiting to be dispatched, inspecting equipment, servicing, driving, loading or unloading Corporation-owned vehicles, as well as repairing, obtaining assistance, or remaining in attendance upon a disabled Corporation vehicle. This term further includes any period in which an individual is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.
F. The term Driver means all CDL holders and regular and substitute bus drivers who operate a commercial motor vehicle while on duty, as well as other service employees who may drive students in Corporation-owned vehicles or inspect, repair, and maintain Corporation-owned vehicles, and employees who drive vehicles designed to transport sixteen (16) or more people, and are required to hold a CDL.
G. The term while on duty means all time from the time the CDL license holder begins to work or is required to be in readiness for work until the time they are relieved from work and all responsibility for performing work.
H. The term CDL license holder means all regular and substitute bus drivers, staff members who may drive students in Corporation=owned vehicles or inspect, repair, and maintain Corporation-owned vehicles, and staff members who drive vehicles designed to transport sixteen (16) or more people (including the driver), who are required to hold a CDL.

The Board will not tolerate the possession, use, sale, or distribution of alcohol and/or any controlled substance or drug other than those approved for administration by the appropriate school personnel on school property, at any time. All CDL license holders must comply strictly with this policy. Further, the Board concurs with the Federal requirement that all CDL license holders should be free of any influence of alcohol or controlled substances while on duty.

The Superintendent shall establish a drug and alcohol testing program whereby each Covered Employee is tested for the presence of alcohol in their system as well as for the presence of the following controlled substances:

A. Marijuana
B. Cocaine
C. Opiates
D. Amphetamines
E. Phencyclidine (PCP)

The drug tests are to be conducted in accordance with Federal and State regulations and Administrative Guideline 4162A -Alcohol testing Program for CDL Holders and Employees who Perform Safety-Sensitive Functions: a.) prior to employment for CONTROLLED SUBSTANCES ONLY b.) for reasonable suspicion, c.) upon return to duty after any alcohol or drug rehabilitation, d.) post- accident; e.) on a random basis, and f.) on a follow-up basis.

The Superintendent shall require that the Corporation query the FMCSA's Drug and Alcohol Clearinghouse for current and prospective DCL holders' drug and alcohol violations before allowing a driver to operate a Corporation-owned and/or operated vehicle, consistent with Federal regulations, including consent requirements.

Any staff member who tests positive shall be prohibited from performing or continuing to perform safety-sensitive functions (e.g., driving any Corporation-owned vehicle) immediately and be referred to the Corporation's Employee Assistance Program and subject to discipline, up to and including discharge, in accordance with Corporation guidelines and the terms of any applicable collective bargaining agreements. No staff member who has tested positive for alcohol or a controlled substance may be returned to a safety-sensitive position without having been evaluated by a qualified substance abuse professional (SAP), completing any required treatment program, and passing a retest. Return to a safety-sensitive position is solely at the Corporation's discretion and the employee may be required to participate in ongoing services if recommended by the SAP. Any staff member who has tested positive for alcohol or a controlled substance will be provided with a list of SAPs available and acceptable to the Corporation.

Furthermore, if during any test the lab determines that an adulterant has been added to the specimen, then the test will be considered positive and the employee shall be prohibited from driving any Corporation-owned vehicle and be referred to the Corporation's Employee Assistance Program the employee will be re-tested with an observed collection to prevent the addition of an adulterant to the specimen.

Any staff member who refuses to submit to a test shall be prohibited from performing or continuing to perform their safety-sensitive functions (e.g., driving any Corporation-owned vehicle) immediately.

Staff members who voluntarily disclose that they have an addiction to alcohol or controlled substances may participate in the Employee Assistance Program and will qualify for the receipt of medical insurance benefits for treatment of alcohol or substance abuse, including follow-up care, to the extent that such benefits are provided for or offered in the Corporation's health insurance package. Voluntary disclosure of an alcohol or drug addiction by a staff member will not subject the staff member to disciplinary action unless such disclosure is made after the staff member is selected to be tested or immediately prior to the selection of staff members to be tested. Nothing herein shall prevent the Board from disciplinging a staff member for misconduct associated with their alcohol and/or drug use regardless of whether the employee has disclosed that s/he has an alcohol or drug addiction.

If a staff member admits to failing a previous drug or alcohol test, or has refused to test, the staff member will not be permitted to perform safety-sensitive functions until completing the return-to-duly process.

A staff member will be subject to disciplinary action, up to and including termination, for any of the following reasons:

A. reports for duty or performs work while consuming or possessing alcohol or drives a school bus or performs safety-sensitive functions within six(6) hours after consuming alcohol;
B. reports for duty or performs work while consuming or possessing a controlled substance, or drives a school bus or performs safety-sensitive functions within six (6) hours after consuming a controlled substance, unless the controlled substance is consumed or possessed in accordance with a medical prescription issued by an Indiana physician to the staff member;
C. refuses to disclose any therapeutic drug use or submit to drug and/or alcohol testing;
D. alters or attempts to alter or unduly influence alcohol and/or drug testing results; or
E. fails to remain readily available for post-accident testing (including refraining from the use of alcohol for eight (8) hours following the accident or until undergoing a post-accident alcohol test, whichever occurs first, and notifying their supervisor of their location, if the staff member leaves the scene of the accident prior to the submission of a post-accident test, unless the staff member's departure is to obtain necessary emergency medical care).

Prior to the beginning of the testing program, the Board shall provide a drug-free awareness program which will inform each Covered Employee about:

A. the dangers of illegal drug use and controlled substance and alcohol abuse;
B. indicators of probable alcohol misuse and controlled substance abuse;
C. Board Policy 4122.01-Durg-Free Workplace, Policy 4161-Unrequested Leaves of Absence/Fitness for Duty, Policy 4170-Substance Abuse, and Policy 4170.01-Employee Assistance Program
D. the topics identified in AG 4162A
E. the sanctions that may be imposed for violations of Policy 4122.01.

All time spent undergoing an alcohol or controlled substance test, including travel time, will be paid at the staff member's regular rate of pay, or at their overtime rate, if applicable. Any staff member who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol and controlled substance tests. This includes testing of the "split specimen" at a Federally certified laboratory if so requested by the staff member. Requests for a "split specimen" must be made within seventy-two (72) hours of receipt of the notification of a positive drug test. The Board will not pay for the employee's time while not on duty, if the spit specimen test results are positive.

Alcohol and drug test results shall be protected as confidential medical records as appropriate under Federal law (i.e., test results shall be provided on a right to know basis - the employee, the employer, and the substance abuse professional - and the results shall not be presented until analyzed by a Medical Review Officer).

A tested individual, upon written request ,will be provided copies of any records relating to their use of drugs and alcohol, including any records pertaining to their drug and alcohol tests, promptly. A tested individual must provide specific written consent before their test result can be provided to any other person except as required by law.

All tests shall be conducted in accordance with Federal testing guidelines and be performed by a laboratory that is Federally certified (i.e., testing procedures and devices used will be as set form in 49 C.F.R. Part 40).

The alcohol and drug testing program shall be under the direction of the Superintendent.

The Superintendent shall arrange for the required amount of training for appropriate staff members in drug recognition, in the procedures for testing, and in the proper assistance of staff members who are subject to the effects of substance abuse. The Superintendent shall provide a copy of this policy and testing guidelines to all Covered Employees and will include available resources to assist employees with problems related to the use of alcohol and controlled substances.

The Superintendent shall submit, for Board approval, a contract with a certified laboratory to provide the following services:

A. testing of all first and second test urine samples
B. clear and consistent communication with the Corporation's Medical Review Officer (MRO)
C. methodology and procedures for conducting random tests for controlled substances and alcohol
D. preparation and submission of all required reports to the Corporation, the MRO, and to Federal and State governments

The Superintendent also shall select the agency or persons who will conduct the alcohol breathalyzer test, the Corporation's MRO, and the drug collection site(s) in accordance with the requirements of the law.

Notification
A tested candidate shall be notified of the results of a pre-employment controlled substances test conducted under this part if the driver requests such results within sixty (60) calendar days of being notified of the disposition of the employment application.

A tested individual shall be notified of the results of random, reasonable suspicion and post-accident tests for controlled substances conducted under this policy if the test results are verified positive. The tested individual also shall be informed which controlled substance or substances were verified as positive.

The Superintendent shall make reasonable efforts to contact and request each driver who submitted a specimen under the employer's program, regardless of the driver's employment status, to contact and discuss the results of the controlled substances test with a medical review officer who has been unable to contact the driver.

The Superintendent shall notify the medical review officer immediately that the driver has been notified to contact the medical review officer within seventy-two (72) hours.

Individuals holding a CDL must notify all current employers of any DOT violations (such as testing positive for the presence of alcohol or a controlled substance in violation of this policy). The notification must be made (i) by the end of the business day following the day the individual first receives notice of the violation or (ii) prior to performing any safety-sensitive function, whichever comes first. Individuals are not required to notify the employer that administered the test or that documented the circumstances giving rise to the violation.

In the event that an individual is selected for testing, the Superintendent will inform the individual that the test is required by law.

Reporting Test Results

The Superintendent shall report all information required by Federal regulations to the Clearinghouse in a timely manner. The Superintendent shall prepare and maintain a summary of the results of the Corporation's alcohol and controlled substances testing programs performed under this policy during the previous calendar year, when requested by the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the employer or any of its drivers. Such summaries shall be submitted in a manner and timeline as required by law.

Educational Materials Related to Certain Federal Regulations, Board Policies, and Procedures
CDL Holders and other employees who perform safety-sensitive functions will be provided educational materials that discuss the employer's policies and procedures with respect to post-accident information and positive test results, among other things, at the time of hire or at any time when required to operate a school vehicle. The educational materials shall explain the requirements of applicable Federal regulations and the Board's policies and Corporation's procedures with respect to meeting these Federal regulations. The Board designates the Transportation Director as the individual responsible for providing educational materials to CDL Holders and other employees who perform safety-sensitive functions. The educational materials will include, at a minimum, the following:

A. the contact information for the Transportation Director, who is the individual designated by the Board to answer employee questions about the educational materials
B. a statement that all CDL Holders and other employees who perform safety-sensitive functions are subject to Federal law addressing the misuse of alcohol and other controlled substances
C. information to make clear to employees the period of the work day during which they are required to comply with the regulations
D. information concerning prohibited conduct
E. the circumstances under which employees are subject to testing for alcohol and/or controlled substances
F. the procedures for testing for the presence of alcohol and controlled substances in order to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to confirm the results are attributed to the correct employee, including post-accident information, procedures, and instructions required under Federal regulations
G. the requirement that staff members submit to an alcohol or controlled substances test as required be the regulations
H. an explanation of what constitutes a refusal to be tested for alcohol or controlled substances and the attendant consequences
I. the consequences of testing positive, including the requirements of immediate removal from safety-sensitive functions, and the procedures regarding referral, evaluation, and treatment
J. the consequences for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04
K. information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a co-worker's); and available methods of intervening when a drug or alcohol and/or controlled substances problem in suspected (including confrontation and how to refer someone to an Employee Assistance Program or to management), and
L. information regarding the requirement that certain personal information collected and maintained under Federal law be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse
M. information indicating that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including alcohol, is prohibited on all Corporation property and at school-sponsored activities. Individuals are strictly prohibited from reporting to work or being on duty while under the influence of alcohol or a controlled substance.

Return-to-Duty (Safety-Sensitive Positions)
Employees who are removed from performing safety-sensitive functions as a result of this policy must take and pass a return-to-duty test before returning to performing safety-sensitive functions. The return-to-duty test will not occur until after a Substance Abuse Professional (SAP) has determined that the employee has successfully complied with prescribed education and/or treatment. The employee must have a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02 before

resuming performance of safety-sensitive duties. The employee will not be permitted to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the return-to-duty test.

Employees also must comply with the SAP's written follow-up testing plan, which will be administered by the Corporation, or they will not be permitted to perform safety-sensitive duties.

Subject to any collective bargaining agreement or other legal requirements, employees who are eligible to return to performing safety-sensitive functions may not do so without the approval of the Superintendent.

ALCOHOL TESTING PROGRAM FOR CDL HOLDERS AND EMPLOYEES WHO PERFORM SAFETY-SENSITIVE FUNCTIONS GUIDELINES

The purpose of the School Corporation's drug-testing program is to institute and maintain a program for achieving the objective of a drug-free work force and to provide a workplace that is free from the illegal and improper manufacture, distribution, dispensing, possession, sale, and use of alcohol and controlled substances. This administrative guideline and Board Policy 4162 provide educational materials to explain the requirements of Federal regulations and the Corporation's policies and procedures to meet these requirements.

The program will assist Commercial Driver's License (CDL) holders, including school bus drivers, and employees who perform safety-sensitive functions (collectively, "Covered Employees") in understanding and avoiding the perils of illegal drug use and controlled substance abuse. The Corporation will provide a comprehensive drug-free awareness program as an ongoing educational effort to prevent and eliminate illegal drug use and controlled substance abuse. The drug-free awareness program will inform Covered Employees about:

A. the dangers of illegal drug use and controlled substance abuse;
B. indicators of probable alcohol misuse and controlled substance abuse;
C. Board Policy 4122.01 - Drug-Free Workplace, Policy 4161 - Unrequested Leaves of Absence; Policy 4170 - Substance Abuse; and Policy 4170.01 - Employee Assistance Program;
D. the availability of treatment and counseling for employees who voluntarily seek such assistance;
E. the sanctions that may be imposed for violations of Policy 4122.01

Definitions

A. The term "alcohol" means the intoxication agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
B. The term "illegal drug" means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and/or local laws and regulations.
C. The term "controlled substance" includes any illegal drug and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally-obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety-sensitive functions. Controlled substances include the following substances:
    1. marijuana;
    2. cocaine;
    3. amphetamines;
    4. opioids;
    5. phencyclidine (PCP).
D. The term "controlled substance abuse" includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.
E. The term "safety-sensitive functions " includes all tasks associated with the operation and maintenance of Corporation-owned and/or operated vehicles. This term further includes any period in which an individual is actually performing, ready to perform, or immediately available to perform any safety-sensitive function. Safety-sensitive functions shall include:
    1. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the individual has been relieved from duty by the employer.
    2. All time inspecting equipment as required by the Federal regulations or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
    3. All time spent at the driving controls of a commercial motor vehicle in operation.
    4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of the Federal regulations).

5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

F. The term "Covered Employee" means all commercial driver license (CDL) holders and regular and substitute bus drivers as well as other staff who operate, inspect, service and condition a commercial motor vehicle (CMV) while on duty, regardless of whether they are required to hold a CDL.
This policy also covers other staff members who drive students in or inspect, service, and condition non-CMV Corporation vehicles.

G. Refuse to submit (to an alcohol or controlled substances test) means that the individual:
1. Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the Corporation, consistent with applicable Department of Transportation ("DOT") regulations, after being directed to do so by the Corporation. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a consortium/third party administrator (C/TPA).
2. Fails to remain at the testing site until the testing process is complete. Provided, however, that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
3. Fails to provide a urine specimen for any drug test required by this part or DOT agency regulations. Provided, however, that an employee who does not provide a urine specimen because s/he has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the individual's provision of a specimen.
5. Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
6. Fails or declines to take a second test the employer or collector has directed the individual to take.
7. Fails to undergo a medical examination or evaluation, as directed by the medical review officer (MRO) as part of the verification process, or as directed by the designated employer representative (DER). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
8. Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process).
9. Is reported by the MRO as having a verified adulterated or substituted test result.

REQUIRED BACKGROUND CHECK AND RECORDKEEPING

The Corporation shall make the following inquiries of employees seeking to begin performing safety-sensitive (e.g., school bus driving) duties for the first time for the Corporation, including both new hires and employees transferring into safety-sensitive duties:

A. An inquiry to each State where the employee held or holds a motor vehicle operator's license or permit during the preceding three (3) years to obtain his/her motor vehicle record (must occur within thirty (30) days of the date employment begins; and

B. An investigation of the employee's safety performance history with DOT regulated employers during the preceding three (3) years. This investigation must, at a minimum include the following:

1. General driver identification and employment verification information;
2. The data elements specified in the Federal regulations for accidents involving the driver that occurred in the three (3) year period preceding the date of the employment application, including:
    a. any accidents as defined by 49 C.F.R. 390.5; and
    b. any accidents the previous employer may wish to provide that are retained pursuant to 49 C.F.R. Part 382, Subpart B or 49 C.F.R. Part 40;
3. Whether the employee had violated the alcohol and controlled substance prohibitions in 49 C.F.R. Part 382, Subpart B or 49 C.F.R. Part 40;
4. Whether the employee failed to undertake or complete a rehabilitation program prescribed by a substance abuse professional ("SAP") pursuant to 49 C.F.R. 382.605 or to 49 C.F.R. Part 40, Subpart O (if the previous employer does not know this information, the Corporation must obtain documentation of the employee's successful completion of the SAP's referral directly from the employee;
5. Alcohol tests with a result of 0.04 or higher alcohol concentration;

6. Verified positive drug tests; and
7. Refusals to be tested (including verified adulterated or substituted drug test results).

If the individual admits to testing positive or refusing to test, the individual shall not be permitted to perform safety-sensitive functions unless and until the employee documents successful completion of return-to duty requirements.

All individuals the Corporation seeks to hire as an employee who will perform safety-sensitive functions, including drivers, must provide written consent to allow the Corporation to request the above information from all DOT-regulated employers who have employed the potential employee for any period of time during the previous three (3) years.

The written consent shall be provided to the employers from whom the Corporation requests information. If the individual does not provide written consent to the Corporation, the individual will not be permitted to perform safety-sensitive functions. If the Corporation receives information that the employee has violated a DOT drug and alcohol regulation, the employee shall not be permitted to perform safety-sensitive functions unless the Corporation receives information that the employee has subsequently complied with return-to-duty requirements.

Upon receipt of the requested information, the Corporation shall make efforts to review the information before the employee begins performing safety-sensitive functions. If prior review is not feasible, the Corporation shall review the information as soon as possible. However, if the Corporation has not obtained or documented a good faith effort to obtain the requested information within thirty (30) days of the date on which the individual began performing safety-sensitive functions, the individual shall not be permitted to perform safety-sensitive functions.

Information received pursuant to this section, or the good faith efforts the Corporation made to obtain the information, must be maintained as a written, confidential record for three (3) years from the employee's first performance of safety-sensitive duties.

The Corporation must notify applicants with DOT regulated employment during the preceding three (3) years, via the application form or other written document prior to any hiring decision, that s/he has the following rights regarding the above-referenced investigative information that will be provided to the Corporation:

A. The right to review information provided by previous employers;

B. The right to have errors in the information corrected by the previous employer and for that previous employer to re-send the corrected information to the Corporation;

C. The right to have a rebuttal statement attached to the alleged erroneous information if the previous employer and the applicant cannot agree on the accuracy of the information.

PROHIBITED ACTIVITIES
All CDL holders and employees who perform safety-sensitive functions are required to abide by Board policies related to drugs and alcohol, including observing the following prohibitions. Any violation will lead to disciplinary action, up to and including termination of employment.

A. **Alcohol Concentration**
No Covered Employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions (e.g. driving a school bus) while having an alcohol concentration of 0.02 or greater. No supervisor, who has actual knowledge or having received a verified positive test result indicating that a Covered Employee has an alcohol concentration of 0.02 or greater, shall permit the driver or employee who performs safety-sensitive functions to perform or continue to perform safety-sensitive functions (e.g., driving a school bus).

B. **On Duty Use**
No Covered Employee shall consume or possess alcohol while performing safety-sensitive functions (e.g., driving a school bus). No supervisor, having actual knowledge or having received a verified positive test result indicating that a Covered employee (e.g., driving a school bus) is consuming or possessing alcohol while performing safety-sensitive functions, shall permit the Covered Employee to perform or continue to perform safety-sensitive functions. The supervisor shall not wait to receive a written report or result of a split specimen test before removing the Covered Employee who performs safety-sensitive functions from his/her duties.

C. **Pre-Duty Use**
No Covered Employee who performs safety-sensitive functions shall perform safety-sensitive functions (e.g., driving a school bus) within six (6) hours of using alcohol. No supervisor, having actual knowledge or having received a verified positive test result indicating that a Covered Employee who performs safety-sensitive functions has used alcohol within six (6) hours of performing safety-sensitive functions, shall permit the Covered Employee to perform or continue to perform safety-sensitive functions (e.g., driving a school bus). The supervisor shall not wait to receive a written report or result of a split specimen test before removing the Covered Employee from his/her duties.

D. **Use Following an Accident**
No Covered Employee who performs safety-sensitive functions required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, or until the Covered Employee undergoes a post-accident alcohol test, whichever occurs first.

E. **Refusal to Submit**
No Covered Employee shall refuse to submit to a pre-employment controlled substances test, a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substances tests. No supervisor shall permit a Covered Employee who refuses to submit to such tests to perform or continue to perform safety-sensitive functions(e.g., driving a school bus).

F. **Controlled Substances Use**

1. No Covered Employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions (e.g., driving a school bus) when the Covered Employee consumes or possesses any controlled substance while on duty or consumes any controlled substance within six (6) hours before reporting to duty, except when the use is pursuant to a prescription issued to the Covered Employee by a licensed medical practitioner, who is familiar with the Covered Employee medical history and has advised Covered Employee that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle or perform safety-sensitive functions.

2. No supervisor, having actual knowledge or having received a verified positive test result indicating that a driver or employee who performs safety-sensitive functions is consuming or possessing a controlled substance while on duty or has consumed any controlled substance within six (6) hours before reporting to duty, shall permit the Covered Employee to perform or continue to perform a safety-sensitive function (e.g., driving a school bus). The supervisor shall not wait to receive a written report or result of a split specimen test before removing the Covered Employee from his/her duties.

3. A supervisor may require a Covered Employee to inform him/her of any therapeutic use drug.

G. **Controlled Substance Testing**
No Covered Employee shall report for duty, remain on duty or perform a safety-sensitive function, if the Covered Employee tests positive or has adulterated or substituted a test specimen for controlled substances. No supervisor having actual knowledge that a Covered Employee has tested positive or has adulterated or substituted a test specimen for controlled substances shall permit the Covered Employee to perform or continue to perform safety-sensitive functions (e.g., driving a school bus).

CONSEQUENCES OF PROHIBITED ACTIVITY AND TESTING IRREGULARITIES

A. **Removal from Safety-Sensitive Functions**
A Covered Employee who participates in any of the prohibited activities enumerated above, who tests positive for drugs or alcohol as explained herein, or who refuses to submit to a test shall be removed immediately from his/her safety-sensitive functions and subject to discipline. Disciplinary action, including termination, also will be imposed on any Covered Employee who:

1. fails to enroll, when requested by the Corporation, in an alcohol or other drug treatment or counseling program and/or fails to adhere to the requirements of the program;

2. is indicted or convicted under any criminal drug statute or alcohol statute for a violation occurring in the workplace or outside the workplace;

3. fails to notify the Corporation of any indictment or conviction under any criminal drug statute or alcohol statute within five (5) days of the event; or

4. does not comply with regulations promulgated under any testing program.

Nothing in this provision shall preclude the Board from imposing discipline, up to and including termination of a Covered Employee's employment.

The Corporation shall remove a driver or employee who performs safety-sensitive functions from the safety-sensitive functions upon initial receipt of a verified positive test result. The Corporation shall not wait to receive a written report of the results of a test.

If a driver or employee who performs safety-sensitive functions is found to have an alcohol concentration of 0.02 – 0.039, s/he shall be prohibited from performing any and all safety-sensitive functions (including driving) until the start of the Covered Employee's next regularly-scheduled shift, but not less than twenty-four (24) hours following the administration of the test. If a Covered Employee is found to have an alcohol concentration of 0.04 or greater, s/he shall immediately be removed from duty and prohibited from performing any and all safety-sensitive functions (including driving) for the period of time specified by a Substance Abuse Professional and unless and until they pass a return-to-duty test.

A driver or employee who performs safety-sensitive functions shall be removed from his/her safety-sensitive functions if the Corporation receives a verified adulterated or substituted test result, or if the driver or employee who performs safety-sensitive functions has otherwise violated the DOT drug and alcohol regulations.

If an MRO informs the Corporation that a positive specimen for a driver or employee who performs safety-sensitive functions is diluted, the Corporation will consider the test as a verified positive test and take appropriate removal action, up to and including termination.

Nothing in these provisions shall preclude the Board from imposing discipline, up to and including termination of a Covered Employee's employment.

B. **Return-to-Duty (Safety-Sensitive Positions)**
Covered Employees who are removed from performing safety-sensitive functions as a result of this policy, but who are not discharged, must take and pass a return-to-duty test before returning to performing safety-sensitive functions. The return-to-duty test will not occur until after a Substance Abuse Professional (SAP) has determined that the employee has successfully complied with prescribed education and/or treatment. The employee must have a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02 before resuming performance of safety-sensitive duties.

C. **Recollection and Testing Under Direct Observation**
When the Corporation receives a canceled test result when a negative test result is required (e.g., pre-employment, return-to-duty, or follow-up testing), the Covered Employee must provide another specimen immediately.

If the Corporation receives a test result indicating that the urine specimen test of the driver or employee who performs safety-sensitive functions was canceled because it was invalid and that a second collection must take place under direct observation, the Covered Employee must provide a new specimen immediately under direct observation. The Covered Employee will not receive advance notice of this requirement. The Corporation will not attach any other consequences to a finding of an invalid test result.

If an MRO informs the Corporation that a negative specimen for a Covered Employee is diluted, and the MRO directs the Corporation to conduct a recollection under direct observation, the Covered Employee must be ordered to do so immediately. Otherwise, the Covered Employee may be instructed to take another test immediately, but not under direct observation. All Covered Employees must receive similar retesting treatment under the latter option. For any retesting of a diluted specimen ordered, 1) the Covered Employee must be afforded the minimum possible advance notice, 2) the result of the retest must be treated as the test result of record, 3) the Covered Employee must not be ordered to take a

subsequent test if the result of the retest is also negative and diluted, unless the MRO directs otherwise, and 4) if the Covered Employee declines to retest, the Corporation shall consider this a refusal to test.

In addition to any disciplinary action, the Corporation may, for a first offense, in its sole discretion, refer the Covered Employee to a treatment or counseling program for alcohol or drug abuse. Covered Employees must immediately cease any use of alcohol, illegal drugs or controlled substances, must consent to unannounced testing, and must comply with all other conditions of the treatment or counseling program and the disciplinary action imposed by the Corporation, Appropriate Corporation representatives shall determine whether a staff member referred for use of alcohol, illegal drugs, or controlled substance shall be reassigned to another available position.

After successful completion of all program requirements, the Covered Employee will be subject again to the Corporation's testing program which applies to Covered Employees who are applying for employment. The Corporation also may require continued testing for a specific period of time for any Covered Employee who has been referred to an alcohol or drug program by the Corporation.

TESTING FOR ALCOHOL AND CONTROLLED SUBSTANCES
The Corporation has established a testing program in accordance with approved DOT procedures, for alcohol, illegal drugs, and controlled-substances for all Covered Employees and will, in its sole discretion, determine and may at any time change the requirements, extent, and frequency of staff member testing.

General Procedure

A. The Corporation will afford applicants and Covered Employees the opportunity, prior to testing, to list all prescription and nonprescription drugs and controlled-substances they have used and to explain the circumstances surrounding the use of such drugs and controlled substances. Failure of any applicant or Covered Employee to establish adequately a legal basis for the use of any drug or controlled substance with respect to which s/he tests positive shall constitute a violation of these rules.

B. Applicants and Covered Employees who are subject to testing must, prior to testing, sign an approved form agreeing to the testing, authorizing the release of test results to the Corporation's Medical Review Officer (MRO), and authorizing the disclosure of the results by the MRO to the Transportation Director, the Superintendent, and/or the School Board. The MRO will obtain the results of the analyses and communicate or disclose such results to the parties named above in accordance with the Corporation's policies and procedures and appropriate sections of the negotiated agreement, if any.

C. The Corporation may use such information in connection with Corporation business and for purposes of employment and disciplinary actions, and may disclose it when required to Government agencies and to others upon valid legal requests.

D. The procedures that will be used for the testing for alcohol and drug use shall protect the Covered Employee and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct staff member. The procedures of the entity performing alcohol and drug testing for the Corporation are attached to the guideline.

E. The Corporation, prior to taking any action, will give all Covered Employees who test positive the opportunity to explain in writing the test reasons for the results. Failure of any staff member to establish adequately a legal basis for the use of any drug or controlled substance with respect to which the staff member tests positive shall constitute a violation of these rules.

F. The Corporation will establish and maintain any and all additional testing programs and requirements that may be necessary or appropriate to comply with applicable rules and regulations of all Government agencies.

PROCEDURE TO BE USED BY TESTING FACILITY
The procedures used by the Corporation's testing facility are to be provided to Covered Employees along with this guideline and related policy.

Pre-Employment Testing
Prior to employment or upon receipt of a CDL if already employed, each Covered Employee shall undergo testing for controlled substances.

If the results of a pre-employment controlled substance test prove negative and diluted, a retest will be given. A second negative and diluted controlled substance test will be the basis for non-employment.

A pre-employment test for controlled substances will not be required if the Covered Employee has participated in a drug-testing program that meets Federal requirements within the previous thirty (30) days and, while participating in that program, either was tested for controlled substances within the past six (6) months from the date of application to the Corporation or participated in a random controlled substances testing program for the previous twelve (12) months from the date of application. The Covered Employee also must verify that s/he has no record of a violation of drug use during the previous six (6) months. The candidate shall sign Form 4162 F3 authorizing the release of the information from the previous testing to the Corporation.

The Transportation Director shall contact the alcohol and/or controlled substances testing program(s) in which the Covered Employee participated and obtain the following information:

A. name and address of the program

B. verification that the Covered Employee participated in the program

C. verification that the program conforms to Federal law

D. verification that the Covered Employee is qualified as described above and has not refused to be tested for alcohol and controlled substances

E. the date the Covered Employee was last tested for alcohol and/or controlled substances

F. the results of any tests taken within the previous six (6) months and any other use violations.

Post-Accident Testing
As soon as practicable following an accident involving a Corporation vehicle, the Corporation shall test for alcohol and controlled substances of each surviving Covered Employee:

A. who was performing safety-sensitive functions with respect to the vehicle if the accident involved the loss of human life; or

B. who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident if the accident involved either:

1. injury of any person requiring medical treatment away from the accident scene; or

2. a vehicle had to be towed from the accident scene.

This section does not apply to:

A. an occurrence involving only boarding or alighting from a stationary motor vehicle; or

B. an occurrence involving only the loading or unloading of cargo; or

C. an occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle, as defined in the Federal regulations, by an employer unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with the Federal regulations.

If an alcohol test is not administered within two (2) hours following the accident, the Corporation shall file a record stating the reasons the test was not promptly administered. If a test is not administered within eight (8) hours following the accident, the test shall not be administered and the record shall indicate the reason why the test was not administered. The record shall be submitted to the Federal Motor Carrier Safety Administration (FMCSA) upon request.

If a test is not administered within thirty-two (32) hours following the accident, the Corporation shall cease attempts to administer the test and file a record stating the reasons the test was not promptly administered. Records shall be submitted to the FMCSA upon request.

A Covered Employee who is subject to post-accident testing shall remain readily available for such testing. A Covered Employee who fails to remain readily available for such testing shall be deemed by the Corporation to have refused to submit to testing. The required testing shall not delay necessary medical attention for injured people following an accident or prohibit a Covered Employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

The Corporation shall provide each Covered Employee with necessary post-accident information, procedures, and instructions prior to the CDL holder operating a Corporation vehicle or the employee performing safety-sensitive functions.

Random Testing
Each year, ten percent (10%) of the average number of Covered Employees shall be subject to unannounced, random alcohol testing and fifty percent (50%) shall be subject to random drug testing. These numbers are subject to change based on the FMCSA Administrator's decision to increase or decrease the annual percentage rate for alcohol and controlled substances, consistent with the Federal Regulations.

The selection of Covered Employees for random alcohol and controlled substances testing shall be made by a scientifically valid method provided by the Corporation's drug-testing facility. Under the selection process used, each Covered Employee shall have an equal chance of being tested each time selections are made.

[If the Corporation conducts random testing for alcohol and/or controlled substances through a consortium, the number of Covered Employees to be tested may be calculated for each individual Corporation or may be based on the total number of Covered Employees covered by the consortium.]

The Transportation Director shall ensure that random alcohol and controlled substances tests are unannounced and that the dates for such tests are spread reasonably throughout the calendar year.

Each CDL holder or employee who performs safety-sensitive functions who is notified of selection for random alcohol and/or controlled substances testing shall be relieved of any job responsibilities as soon as safely possible and proceed to a test site immediately.

Reasonable Suspicion
A Covered Employee shall be required to submit to an alcohol or controlled substances test when the Corporation has reasonable suspicion to believe that the individual is under the influence of alcohol or a controlled substance. A Covered Employee shall be tested for alcohol only while the Covered Employee is performing safety-sensitive functions or operating a Corporation vehicle, just before the Covered Employee is to perform safety-sensitive functions or operate a Corporation vehicle, or just after the Covered Employee has ceased performing safety-sensitive functions or operating a Corporation vehicle. The Corporation's determination that reasonable suspicion exists must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the Covered Employee. Reasonable suspicion observations may include indications of the chronic and withdrawal effects of controlled substances. The person who determines that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the Covered Employee.

Only supervisors or other Corporation officials who have received not less than sixty (60) minutes of training on alcohol use and not less than an additional sixty (60) minutes of training on controlled substances use shall be able to make determinations regarding whether reasonable suspicion exists for Covered Employees subject to DOT regulations. Reasonable suspicion observations may be made during, just preceding, or just after the period of the work day that the Covered Employee is required to be in compliance with these guidelines.

An alcohol test based on reasonable suspicion shall be conducted within two (2) hours following a finding of reasonable suspicion. If an alcohol test is not performed within two (2) hours, the Corporation shall prepare a record stating the reasons why the test was not promptly administered. All attempts to perform a reasonable suspicion alcohol test must cease if not administered within eight (8) hours, and a record must be made if the test is not administered within eight (8) hours.

If the test results indicate that the Covered Employee is under the influence of or impaired by alcohol, the Corporation shall not permit the individual to continue to operate a Corporation vehicle or perform safety-sensitive functions until an alcohol test is administered and the individual's alcohol concentration measures less than 0.02 or for twenty-four (24) hours after the test.

The Corporation shall file a written record of the observations leading to a controlled substance, reasonable suspicion test, signed by the supervisor or Corporation official who made the observations, within twenty-four (24) hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

Return-to-Duty Testing
The Corporation shall ensure that, before a Covered Employee returns to duty after engaging in prohibited alcohol and/or controlled substance conduct, or after the Covered Employee refuses to submit to a test, s/he submits to an evaluation by a Substance Abuse Professional (SAP), undergoes an education/treatment process, and completes a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and a verified negative result for illegal drug use. The return-to-duty alcohol test may not be administered until after the SAP has determined that the driver or employee who performs safety-sensitive functions has successfully completed the SAP's recommendations.

Covered Employees must comply with return-to-duty testing procedures if they have a verified positive drug test result, an alcohol test with a concentration of 0.04 or greater, refuse to test, or otherwise violate DOT drug and alcohol regulations.

Follow-Up Testing
If the Covered Employee is receiving assistance in resolving problems associated with alcohol misuse and/or use of controlled substances from a qualified, substance abuse professional, s/he shall be subject to unannounced follow-up alcohol and/or controlled substances testing as determined by the SAP and consisting of at least six (6) tests within the first twelve (12) months of his/her return to duty and at the Corporation's discretion, less frequently during the next four (4) years. All such tests shall be conducted in accordance with the Federal regulations.

TRANSPORTATION ACCIDENT PROCEDURE

PURPOSE
The safety and welfare of students shall be the first consideration pertaining to school transportation. Therefore, this policy sets out specific procedures to be followed in the event of an accident involving a school bus owned or contracted by the school corporation.

A) **REPORTING**
All traffic accidents, no matter how minor, must be reported by the driver to the Superintendent's office. The Superintendent's office will contact the building principal of the students involved and parents of students on the bus will be contacted as soon as possible. Any accident estimated at over $1,000 or involving penetration of the bus (e.g. shattered window or personal injury) must also be reported to the appropriate police department. For accidents requiring a police report, if the driver is unable to contact the Superintendent's office, he/she will call 911 and supply all pertinent information.

In addition, a written accident report must be prepared by the driver and submitted to the Superintendent's office within 24 hours of the accident. This report shall contain, at a minimum, the following information:
Specific explanation of what happened and the vehicles involved.

1. List containing names of any witnesses to the accident.
2. List containing names of all passengers on the bus.
3. Notation of any evidence of injury, including the name of the injured person.
4. Notation of any medical attention given to any person.
5. Notation of environmental or human factors (obstructions, animals, etc.)

B**)** **PASSENGERS & EMERGENCY MEDICAL PERSONNEL**
Until a district administrator and/or emergency personnel arrive at the scene, the driver, if physically able, will execute the following procedures.

1. If safety conditions warrant, evacuate passengers to a safe location at least 100 ft. from the side of the roadway.
2. Survey all passengers regarding possible injuries and administer critical first aid.
3. Make a list of all passengers on the bus and their seat location. Note any injuries.
4. Allow only emergency personnel or school administrators to enter the bus.
5. Ensure that no passengers leave the bus or the scene until transported by ambulance, or released by a district administrator or police officer. Once released, students may be allowed to go home with their parents. Keep a record of all students released or transported from the scene.
6. Make no statements to the media or bystanders. Refer questions to the district administrator.

7. Do any or all of your passengers need to be transported to a hospital?
8. If there are no injuries to your passengers it may be necessary for a blanket release to be signed for all uninjured individuals under age 18. When such a release is necessary the following individuals are authorized to sign such a release:
   a) Central Office Administrator on the scene
   b) Building Administrator on the scene
   c) South Madison Community School Corporation staff member who is the sponsor/chaperone or coach for the group
   d) Bus driver

C) POST ACCIDENT DRUG TESTING

Under current federal/state statute the bus driver must submit to a breathalyzer test and a urine drug screen. This must be done in a timely fashion mandated by statute for any accident meeting any one of the following criteria:

1. Any accident involving a fatality.
2. Any accident involving personal injury that was treated away from the scene.
3. Any accident where one or more of the vehicles involved in the accident must be towed from the scene.
4. Any accident where the bus driver receives a citation for a moving traffic violation.

The bus driver must also submit to a breathalyzer test and a urine drug screen at any accident if requested by a police officer or the driver's supervisor. A positive test result for any post-accident alcohol or urine drug screen, or refusal to test, will result in termination of employment and/or contract in accordance with established policy and applicable statute.

D) POST ACCIDENT INVESTIGATION

All accidents that result in property damage or injury will be investigated by the Bus Safety Committee to determine whether the accident was preventable or non-preventable. The following school bus-specific accident preventability guidelines will be used by the committee.

Accidents caused by the following are considered preventable:

1. Driver error or "handling" of the bus (e.g. turning, tail swing, loss of control)
2. Equipment failure that should have been identified during the pre-trip inspection
3. Student distractions or behavior problems
4. Failure to anticipate impulsive and unpredictable actions of children around the outside of the bus
5. Failure to train riders in safety procedures as required by school policy
6. Failure to adjust to adverse driving conditions
7. Violation of state statute or school district policies and procedures
8. Driving while impaired
9. Any other actions taken by the driver that should reasonably have been avoided

Repeated preventable accidents by a driver will be grounds for retraining and /or disciplinary action at the discretion of the Director of Transportation. Accidents that are deemed to be caused by willful indifference to children's safety will be grounds for termination.

TRANSPORTATION SERVICES DEPARTMENT JOB DESCRIPTIONS

Title: *School Bus Driver*

Purpose(s): To ensure the safe and orderly transportation of students on an assigned route. To operate a school bus to transport students and other authorized personnel to and from schools or other designated locations.

Reports To: Director of Transportation

Qualifications:

Must be 21 years of age
Ability to pass physical examination to operate bus
Ability to pass alcohol and drug test
Ability to complete required bus driver safety training
Ability to follow written and verbal instructions
Ability to communicate effectively
Ability to maintain order & manage student behavior
Available should school be delayed/dismissed early
Valid Indiana commercial driver's license (Class B)
Demonstrated history of safe driving

Performance Responsibilities:

1. Follow assigned bus route and adhere to established schedules.
2. Transport only authorized students and discharge students only at authorized stops.
3. Observe all traffic laws and safety regulations for school buses.
4. Perform assigned pre-trip inspection of the bus to check for mechanical defects before each operation and notify the bus mechanic of needed repairs.
5. Report all accidents, vehicle damage, student injuries, and mechanical failures using appropriate form.
6. Keep assigned bus clean and fueled.
7. Supervise students and enforce safety procedures while they board, ride, and exit the bus.
8. Maintain order and discipline on the bus.
9. Enforce policies and rules for students riding the bus
10. Communicate with building administrators and parents regarding student behavior while on the bus.
11. Walk the bus after each run or field trip to check for any students left on the bus.
12. Instruct students on safe riding and emergency evacuation rules and regulations.
13. Report any hazardous conditions along the bus route.
14. Complete all required licensure exams and training to maintain driver certification.
15. Operate two-way radio equipment using proper etiquette and respect for students and other drivers.
16. Comply with all provisions of the Drug and Alcohol Testing of CDL License Holders Policy (4162).
17. Obtain a substitute driver from the approved list if unable to drive. Notify the office prior to the absence, including name of the substitute driver.
18. Complete other driver-related training and tasks as assigned by the Director of Transportation.

Terms of Employment: School year with daily rate based on length of route.

Evaluation: Performance will be evaluated annually by the Director of Transportation or designee.

Title: *Special Education Bus Aide*

Purpose(s): To assist the bus driver with the safe transportation of special needs students to and from school. To understand the special needs of each student in order to enhance his/her educational experience.

Reports To: Director of Transportation

Qualification:

Must be 21 years of age
Ability to follow written and verbal instructions
Ability to communicate effectively
Ability to maintain order & manage student behavior

Available should school be delayed/dismissed early
Must be CPR certified (will provide training)

Performance Responsibilities:
1. Arrive on-time for work and adhere to established schedules.
2. Supervise students and enforce safety procedures while they board, ride and exit the bus.
3. Maintain order and discipline on the bus.
4. Enforce policies and rules for students riding the bus
5. Communicate with parents regarding student behavior while on the bus.
6. Instruct students on safe riding and emergency evacuation rules and regulations.
7. Notify the office prior to being absent from work.
8. Properly fasten each preschool student into their BESI or Star Seat.
9. Properly lock down all wheelchairs.
10. Encourage and care for all children, not showing favoritism to any student.
11. Use a calming/soothing voice around the children.
12. Complete all training required for special education bus aides.
13. Complete other aide-related tasks as assigned by the Director of Transportation or the bus driver.

Terms of Employment: Hourly during the school year

Evaluation: Performance will be evaluated annually by the Director of Transportation.

Title: *School Bus Mechanic*
Purpose(s): To maintain the District's school bus fleet in order to ensure the safe and orderly transportation of students. To ensure that all District school buses mechanically comply with Indiana safety statutes and regulations.

Reports To: Director of Transportation

Qualifications:
Must be 21 years of age
High school diploma or equivalent (GED)
At least 5 years' experience in electronic diagnostic trouble shooting mechanical repair of buses
Ability to move, lift and carry objects weighing up to 70 pounds using proper lifting techniques
Sufficient flexibility and manual dexterity to complete necessary repairs of buses
Ability to pass physical examination to operate bus
Ability to pass alcohol and drug test
Ability to complete required bus driver safety training
Ability to follow written and verbal instructions and work effectively as part of a team
Ability to communicate effectively with drivers and staff
Valid Indiana commercial driver's license (Class B)
Demonstrated history of safe driving

Performance Responsibilities:
1. Diagnose and repair mechanical and electrical defects in school buses.
2. Repair and rebuild electrical components utilizing testing devices and machine equipment.
3. Make minor roadside repairs as required
4. Repair and replace seats, latches, and other body components and assemblies.
5. Perform all required preventive maintenance and regular bus safety inspections.
6. Assist in keeping buses clean.
7. Operate tools, equipment and machines required for performing repair and maintenance of buses.
8. Schedule bus warranty and repair work at outside service facilities when it cannot be done in-house.
9. Ensure all buses pass annual and periodic safety inspections by the Indiana State Police Commercial Vehicle Enforcement Division.
10. Assist in cleaning and organization of the bus garage, parts room, and other maintenance facilities.
11. Complete school bus maintenance forms and records.
12. Order maintenance supplies and bus parts as needed.
13. Review and recommend approval of all invoices received from bus service and parts providers.
14. Complete all required licensure exams and training to maintain driver certification.
15. Perform such other tasks and assume such other responsibilities as assigned by the Director of Transportation

Terms of Employment: 40 hours per week for 12 months

Evaluation: Performance will be evaluated annually by the Director of Transportation.



SMCSC CUSTODIAL 2026-27

GENERAL CUSTODIAL INFORMATION

SUPERVISION

1. Head custodians will direct, supervise, and monitor all building custodians.
2. Head custodians will establish work schedules and assign specific tasks to individual custodians.
3. Principals/head custodians will recommend custodians for employment and will evaluate custodians.

ATTENDANCE

1. Custodians who will be absent from work must call the head custodian the day or night before or at least four (4) hours before they are scheduled to begin their shift. Failure to notify the head custodian prior to an absence may result in disciplinary action. Consistent tardiness will not be tolerated.
2. Head custodian will call substitute custodians.
3. Custodian Attendance at School: Custodians are to be at school and leave school at the time specified by your principal or supervisor. It is important to be on time. Custodians are to clock in and out anytime they leave the building and for all lunch breaks.
4. All lunch breaks must be approved by the supervisor. There are no paid breaks. Any breaks other than the lunch break must be approved by the principal or supervisor.
5. Time Clock. Custodians may not clock in more than five (5) minutes before their regular shift begins and may not clock out before the end of their scheduled shift without the supervisor's approval.
6. Custodians will stay in their own assigned work area unless otherwise directed by the principal/head custodian.
7. Custodians are not to alter their shift or work hours without prior approval.
8. Custodians may not leave the building/campus grounds during their work shift without prior approval by the principal/head custodian.

TRAINING

1. The head custodian will provide new custodians with initial training within the first week of permanent employment.
2. Custodians new to the district and all substitute custodians are required to have specific training relating to asbestos, chemical hazards, Hepatitis B, and AIDS. These individuals must contact the head custodian for specific instructions relating to such training.

WORK ORDERS

Principals/Designees will approve/disapprove maintenance requests submitted by custodians on work orders .

SUPPLIES

The head custodians will order building custodial supplies and keep building custodial inventories up to date. The Business Manager will approve/disapprove all custodial supply requests.

DUTIES

1. Head custodians will provide custodians with building maps indicating the areas for which each custodian is responsible and will keep copies on file.
2. Orderliness and Cleanliness of Each Classroom
   a. Teachers are urged and expected to keep each assigned teaching area clean and attractive in conjunction with the custodian. All paper should be picked up at the end of each period.
   b. Special room maintenance problems should be requested in writing on a work order through the principal/designee.
3. Custodians are responsible for spreading salt at building entryways and sidewalks during inclement weather.
4. Help one another when needed. All custodians have their own area of responsibilities, but you should help one another when possible to keep school looking its best. Example: When you see a piece of paper in the hall, pick it up whether in your area or not.
5. Visitors (friends and family) should only visit a custodian while off the clock .

PAY AND BENEFITS

1. Vacations must be scheduled at least 5 days in advance with the head custodian. A maximum of five days of vacation may be taken during school time. Remaining vacation days may not be taken when a substitute would need to be hired and not during the month of August if at all possible. Vacation will be limited to two (2) weeks during the summer break unless approved by the principal.
2. Overtime pay will be paid only after the employee has physically worked a 40-hour week.
3. Custodians are NOT to accept any payment from groups using school facilities. ALL payments due MUST be processed through the payroll department.

UNIFORM

Non-skid shoes are required at all times. Approved shoes can be obtained through the SMCSC non-skid shoe purchasing program.

PERSONAL PROTECTIVE EQUIPMENT

The School Corporation will provide personal protective equipment (PPE) when needed. PPE is required to be used at all times. Failure to use PPE can result in disciplinary action including termination for repeated offenses.

SCRAP METAL AND REBATES/REFUNDS

All scrap material is the property of SMCSC.
All sales of scrap metal and redemption of rebates or refunds are the property of SMCSC.

JOB DESCRIPTIONS

TITLE: HEAD CUSTODIAN

REPORTS TO: PRINCIPAL

RESPONSIBILITIES:

1. Provide leadership and training for all building custodial staff.
2. Plan for and carry out special setup requirements in cooperation with the building principal.
3. Establish and administer schedules and procedures for the regular, ongoing custodial care of the building.
4. Works with the maintenance director in establishing guidelines for the division of responsibility for minor in-school repairs and emergency repairs.
5. Inspects the building periodically and confers with the principal regarding custodial work.
6. Inspects emergency light systems, exit lights, and fire extinguishers on a regularly scheduled basis.
7. Inspect playgrounds and playground equipment weekly.
8. Apply herbicides and pesticides in and around buildings in compliance with state and federal statutes.
9. Maintains an inventory and recommends purchase of suitable supplies, tools, and equipment to the Business Manager.
10. Evaluates the performance of the custodial staff on a regular basis.
11. Assigns substitute custodians from the approved corporation list.
12 Establishes a vacation schedule for the custodial staff.
13. Any other duties as assigned by the building principal or Business Manager.

TITLE: CUSTODIAN

REPORTS TO: HEAD CUSTODIAN

RESPONSIBILITIES:

1. Keeps buildings and premises, including sidewalks, driveways, and play areas, neat and clean at all times.

2. Shovels, plows, and salts walks, and steps as appropriate.
3. Checks daily to ensure that all exit doors are open and all panic bars are working properly during the hours the building is occupied.
4. Sweeps classrooms daily and dusts furniture.
5. Cleans corridors after school each day, and during the day when their condition requires it.

6. Scrubs and disinfects toilet floors daily and cleans all sanitary fixtures and drinking fountains.
7. Washes all windows on both the inside and outside at least twice each year, and more frequently if necessary.
8. Cleans auxiliary areas, such as the gym, cafeteria, locker areas, and pool, on a daily basis.
9. Performs such yard keeping chores as assigned.
10. Keeps all floors in a clean and attractive condition and in a good state of preservation.
11. Cleans all chalkboards at least once a week.
12. Makes minor building repairs.
13. Reports major repairs needed and any damage promptly to the head custodian.
14. Assumes responsibility for the opening and closing of the building each school day and for determining, before leaving, that all doors and windows are secured, and all lights are turned off.
15. Moves furniture or equipment, in excess of fifty (50) pounds, as required for various activities.
16. Removes trash as required from the building.
17. Any other duties as assigned by the building principal or head custodian.



South Madison Community Schools

2026-2027

NUTRITION SERVICES POLICIES

OBJECTIVES

The South Madison Community School Corporation Nutrition Services department participates in the National School Lunch Program and National School Breakfast Program. The major objective of these programs is to provide each child with nutritionally balanced meals on a daily basis. Therefore, local objectives include:

A. Serving a nutritionally adequate breakfast and/or lunch which meets or exceeds the current state/national requirements for reimbursable meals.
B. Providing a pleasant atmosphere for participating students and staff.
C. Providing learning experiences in health, citizenship and social living.
D. Encouraging innovative recipe and menu planning.

Our Mission: To serve nutritious, high-quality meals in a clean, caring and friendly environment.

ATTENDANCE

See "Nutrition Services Attendance Policy"

PERSONNEL ASSIGNMENT

Employee placement is determined each year by the Director of Nutrition Services. Hours are evaluated **continually** and can change at any time in order to ensure maximum productivity is reached. Employee schedules will be assigned by the building Cafeteria Manager based on the number of hours per week approved by the Director of Nutrition Services. Daily assignments shall include, but not be limited to, food preparation, cleaning, serving, and warewashing. Changes may be made from time to time as circumstances dictate.

Breaks: Paid breaks will be assigned based on daily scheduled hours as follows:
If shift ≥ 4 hours: 20 minute paid break
If shift ≤ 4 hours: no break
Breaks are not required and will only be allowed if the work duties are completed and at the Manager's discretion.

Employee Meals: Nutrition Services employees may have one meal per day at no charge. Meals must consist of what is being served as part of the meal that day – no food should be prepared for the purpose of employee break time. Any pre-packaged or ala carte items (drinks, snack , etc.) must be purchased using a cafeteria POS account and are not included in a meal.

Employee food consumption is limited to break time ONLY and cannot occur during any work time. In addition, employees who are not eligible for a break must eat their meal either before or after shift. Employee beverages must be in containers with a lid and be kept on a lower shelf or in the break room. No food or beverages for employee consumption are allowed to be on counters in production or serving areas.

Extra Events:

There may be opportunities for additional hours in extra catering events. Employees will be given the opportunity to volunteer for these hours. If no volunteers are available, employees will be scheduled and it will become mandatory to work the event.

COMPENSATION

A. Nutrition Services employees are paid on a pay scale that has been approved by the SMCSC Board of Trustees.
B. Employees are paid only for hours actually worked and appropriate paid leave and/or paid holidays in accordance with current SMCSC policy.

SAFETY, SANITATION, AND PERSONAL APPEARANCE

Sanitation and proper food handling practices are personal responsibilities of each Nutrition Services employee. Sanitation practices observed at each building will follow HACCP (Hazard Analysis and Critical Control Point) principles in addition to the FDA and Indiana Model Food Code. Children are considered a high-risk population therefore we must adhere to strict standards.

Uniforms:

1. Wear clean, well-kept uniforms as approved by the Director of School Nutrition Services. Approved uniforms must be worn at all times and can only be substituted with prior approval by the Director of Nutrition Services or designee.

2. Shirt: Approved t-shirts, polo shirts or Chef Coats will be provided. Pants are not provided and should be black, full-length and made of sturdy material . No leggings, yoga pants, or sweatpants allowed. Shorts and Capri pants are not permitted.
3. Non-skid black shoes are required at all times. Approved shoes can be obtained through the SMCSC non-skid purchasing program or can be purchased by employee and approved by Cafeteria Manager.
4. Hairnets and or Nutrition Services hats must be worn at all times in production and serving areas. Hair that is shoulder-length or longer must be pulled back and secured.
5. Artificial nails and/or nail polish cannot be worn.
6. Employees may wear one plain ring. Earrings must be post style with no stones, solid color, dime size or smaller. . No Necklaces or watches allowed as they could become physical contaminants in food or cause cross contamination.

Sanitation and Safety:

1. Employees must follow hand washing procedures as outlined in school's HACCP Plan.
2. There is absolutely NO EATING in the serving or production areas allowed. Eating during the workday is limited to breaks and designated tasting area. Chewing gum is prohibited.
3. Manager will have designated tasting process for employees who are involved in cooking.
4. Gloves must be changed regularly throughout work day.
5. Sanitation buckets must be kept at appropriate concentration at all times.
6. It is the employee's responsibility to ensure all safety precautions of the kitchen are being taken in order to protect the personal safety of themselves and others.

The SMCSC Nutrition Services is committed to ensuring the health, safety and well being of our employees and customers and complying with all health department regulations. All Nutrition Services employees shall report if they are experiencing any of the following symptoms to their manager:

Diarrhea
Fever
Vomition
Jaundice
Sore throat with fever
Lesions (such as boils and infected wound, regardless of size) containing pus on the fingers, hand or any exposed body part.

Nutrition Services employees should also notify their manager whenever diagnosed by a healthcare provider as being ill with any of the following diseases that can be transmitted through food or person-to-person by casual contact such as:

Salmonellosis
Shigellosis
Escherichia coli
Hepatitis A virus, or
Norovirus.

In addition to the above conditions, Nutrition Services employees shall notify their manager if they have been exposed to the following high-risk conditions:

Exposure to or suspicion of causing any confirmed outbreak involving the above illnesses
A member of their household is diagnosed with any of the above illnesses
A member of their household is attending or working in a setting that is experiencing a confirmed outbreak of the above illnesses.

FOOD POLICIES

1. Standardized recipes must be used at all times. Employees must read carefully and follow the directions on the recipe. All recipes have been reviewed and categorized by HACCP process.
2. Proper preparation methods should be used in order to prepare and serve the most nutritious meal possible.
3. Forecasting methods will be used to ensure a minimal amount of leftovers at the end of meals. No leftovers will be served that are of lesser food quality or appearance than the food projected for that day.
4. Employees cannot remove ANY FOOD, regardless of whether or not it's waste, from the kitchen or school building. Exceptions will be made in instances such as food pantry partnerships that have been pre-approved by the Director of Nutrition Services.
5. Employees cannot remove food from dry storage, cooler, or freezer without documenting removal.
6. As assigned by the Cafeteria Manager, it is each person's responsibility to aid in the accurate counting of servings served to students. We are required to maintain accurate documentation of production as part of the National School Lunch and Breakfast Programs.
7. All employees must remember that it is everyone's responsibility to serve a safe, nutritious, appealing meal to students and staff. Employees will work under the Cafeteria Manager and Cafeteria Assistant Manager in performing duties to accomplish this goal.

CUSTOMER SERVICE

Employees are expected to value customer service as a priority in daily tasks. Customer service will be reviewed and employees will be held responsible (disciplinary action) for poor service practices. A customer is a student, staff member, parent, grandparent, or anyone else that comes into contact with the cafeteria.

Examples of good customer service include, but are not limited to:

1. Being courteous, helpful, and polite—smiling!
2. Serving areas should be kept clean, organized, and attractive.
3. All employees should know the daily menu and pricing for all items offered.
4. Answer questions in a polite manner. If you are unsure of the answer to a customer's question, direct this person to speak with the Cafeteria Manager.

Examples of poor customer service include, but are not limited to:

1. Any action that could appear unprofessional (i.e. leaning on serving counter, touching face or hair, tasting food at serving counter, speaking rudely or raising voice to customer, etc.)
2. Disciplining children. It is the responsibility of the building administration and faculty to discipline children. No Nutrition Services employees should be participating in any type of discipline (i.e. reprimanding a child for yelling, stealing, fighting, etc.) All behavior issues should be turned over to building administration and faculty IMMEDIATELY.

Remember—every point of contact with a customer gives the cafeteria a positive or a negative impression. Try to leave a positive impression with everyone you come into contact with.

EMPLOYEE CONFLICT

Any employee conflict or problems should be kept at the cafeteria building level if all possible. Problems and/or complaints should be brought to the attention of the Cafeteria Manager first. Building administration and staff (principals, teachers) should not be informed of issues that occur within the cafeteria. If the problem cannot be resolved with the Cafeteria Manager, an employee must use the proper line of authority to resolve the issue. The line of authority to be followed is the Cafeteria Manager, Director of School Nutrition Services, Superintendent, and the Board of School Trustees. (See Policy 4112, Appendix A)

WORKPLACE CONDUCT AND RULES

In order to provide the best possible service to our customers, the workplace must remain in order. Actions and behaviors that are considered workplace conduct violations are divided into three categories based on severity of offense:

Category A: Very serious offense which will normally result in immediate discharge.
Category B: Serious offense which normally results in strong disciplinary action and possible suspension or discharge.
Category C: Offenses which ordinarily will not result in immediate discharge, but warrant progressive discipline.
Category A:

1. Dishonesty
2. Falsification or tampering of time sheet.
3. Falsification of any reports or records.
4. Misrepresentation of facts in seeking employment.
5. Unauthorized use of deliberate waste of Corporation cash or merchandise, regardless of intent.
6. Misuse of SMCSC identification.
7. Removal of property of another employee or customer without permission.
8. Reporting to work under the influence of illegal drugs or other controlled substances.
9. Fighting on SMCSC premises.
10. Mixing or exchanging personal money with SMCSC funds.
11. Violation of privacy of information related to student Free/Reduced statuses

Category B:

1. Insubordination-refusal to perform any job or work assignment given by an employee's supervisor
2. Working "off the clock" without prior authorization from Director.
3. Inappropriate contact or conversation with a student or staff member
4. Use of profane of abusive language, where the language is uncivil or insulting.
5. Threatening, intimidation, coercing, or interfering with fellow employees on SMCSC premises.
6. Failure to report an accident.
7. Horseplay, scuffling, throwing things.
8. Violating any safety rule or practices or engaging in any conduct which may create a safety hazard.
9. Gross neglect of duty.
10. Absence without notification (no call no show)

11. No call no show for two consecutive days shall be recorded as a quit-job abandonment.
12. Sleeping or dozing on job.

Category C:

1. Attendance related violations of policy.
2. Repeated or patterns of findings on school performance audits
3. Leaving job or regular workplace during working hours for any reason without authorization, except for breaks and using the restroom.
4. Lack of effort on the job
5. Improper sanitation practices
6. Improper food production practices (i.e. not following standardized recipe)
7. Incompetence or failure to meet reasonable standards of efficiency
8. Standing or talking and not working during workday
9. Absenteeism (see attendance policy)
10. Poor customer service or lack of effort in providing a positive experience for students and staff
11. Rude or unprofessional behavior or negative attitude toward fellow employees, supervisors, or any other person during workday
12. Smoking in unauthorized areas
13. Improper use of corporation telephones or computers
14. Failure to comply with the dress code
15. Failure to attend mandatory meetings
16. Carrying or using a cell phone during shift

The above listed examples are not intended to be all-inclusive but are merely examples of some types of behavior and/or conduct which will not be tolerated. Every individual case will be evaluated based on its own circumstances before appropriate action is taken.

NUTRITION SERVICES DEPARTMENT
JOB DESCRIPTIONS

Job Title: **Cafeteria Manager**

PURPOSE:

- To serve students safe, nutritious, and attractive meals in an atmosphere of efficiency, cleanliness, and friendliness.
- Serves as the overall supervisory role for foodservice program within a school
- Maintains good working relationship with building principal in addressing school-specific needs
- Responsible for the implementation and coordination of school food service program in building in accordance with the district Nutrition Services department policies, guidelines, and goals.

Reports to:

- Director of School Nutrition Services

Supervises:

- All cafeteria employees within school

QUALIFICATIONS:

Required:

- High school diploma or GED
- Previous experience in food service
- ServSafe food safety certification or equivalent

Preferred:

- Previous experience in food service in a supervisory role

SKILLS:

- Working knowledge of all aspects of food preparation, sanitation, applicable financial information, and employee relations
- Strong oral and written communication skills
- Organization skills sufficient to direct employees to complete duties of operation daily and maintain accurate records and filing systems
- Basic math and accounting skills
- Self-motivated and efficient in daily job tasks

PERFORMANCE RESPONSIBILITIES:

- Ensure compliance with federal meal programs and district and/or department policies and procedures in the areas of: Food Preparation, Inventory, Ordering, Service, Sanitation, Point of Sale, Personnel, Record-Keeping
- Implements planned quality menus incorporating time-saving production techniques, effective merchandising, and overall quality products
- Assumes responsibility for receiving, storing, handling, preparing, and serving of food according to established standards
- Assures that sanitation and safety practices in all phases of the school food service operation meet established standards.
- Demonstrates the ability to safely operate foodservice equipment
- Creates and maintains employee schedules and work assignments under the supervision of the Director of School Nutrition Services
- Evaluates cafeteria staff in accordance with established department procedures
- Responsible for communications between the school cafeteria and students, parents, building staff, and other interested parties
- Attends department and school district job-related meetings and training sessions
- Person who is ultimately responsible for ensuring program is consistent with department financial parameters and goals
- Job duties may include: food preparation, serving food, dishwashing, cashiering, cleaning and sanitizing, handling stock, and/or any other duty involved in the school food service operation
- Serves as role model to cafeteria staff in providing exceptional customer service to students, parents, and building staff
- Assumes other responsibilities as assigned by the Director of School Nutrition Services

PHYSICAL REQUIREMENTS:

- The work requires some physical exertion such as long periods of standing; recurring bending, crouching, stooping, stretching, reaching, or similar activities; recurring lifting of moderately heavy items such as cases or pans of food. The work may require specific but common physical characteristics and abilities such as lifting up to 50 pounds, above-average agility, and dexterity.

TERMS OF EMPLOYMENT:

- 10-month employee
- Hours per week: 40
- Pay: Salary as determined by Board of Trustees

EVALUATION:

- Performance of this job will be evaluated by the Director of School Nutrition Services. In evaluating this position, input will be considered from the building principal in accordance with the evaluation process of the Nutrition Services Department

Job Title: **Cafeteria Assistant Manager**

PURPOSE:

- To serve students safe, nutritious, and attractive meals in an atmosphere of efficiency, cleanliness, and friendliness.
- To assist Cafeteria Manager in the supervision of cafeteria employees
- To ensure the highest quality of food and service is offered to students

Reports to:

- Cafeteria Manager

Supervises:

- Cafeteria Workers

QUALIFICATIONS:

Required:

- High school diploma or GED
- Previous experience in food service
- ServSafe food safety certification or equivalent

Preferred:

- Previous experience in food service in a supervisory role

SKILLS:

- Strong oral and written communication skills
- Basic math and accounting skills
- Self-motivated and efficient in daily job tasks
- Ability to manage employees in completing daily job tasks

PERFORMANCE RESPONSIBILITIES:

- Assist Cafeteria Manager to ensure compliance with federal meal programs and district and/or department policies and procedures in the areas of: Food Preparation, Inventory, Ordering, Service, Cleaning & Sanitation, Point of Sale, Personnel, Record-Keeping
- Directly oversee staff and operations in these areas:
    - Elementary: Food Preparation
    - Middle: Food Preparation and Service
    - High: Food Preparation
Inventory and Ordering
Service and Cleaning & Sanitation
- Implements planned quality menus incorporating time-saving production techniques, effective merchandising, and overall quality products
- Assumes responsibility for receiving, storing, handling, preparing, and serving of food according to established standards
- Assures that sanitation and safety practices in all phases of the school food service operation meet established standards.
- Assists Cafeteria Manager in ensuring employees comply with daily schedules and work assignments
- Assists Cafeteria Manager in evaluating cafeteria staff in accordance with established department procedures

- Demonstrates the ability to safely operate foodservice equipment
- Attends department and school district job-related meetings and training sessions
- Job duties may include: food preparation, serving food, dishwashing, cashiering, cleaning and sanitizing, handling stock, and/or any other duty involved in the school food service operation
- Serves as role model to cafeteria staff in providing exceptional customer service to students, parents, and building staff
- Assumes other responsibilities as assigned by the Cafeteria Manager or Director of School Nutrition Services.

PHYSICAL REQUIREMENTS:

- The work requires some physical exertion such as long periods of standing; recurring bending, crouching, stooping, stretching, reaching, or similar activities; recurring lifting of moderately heavy items such as cases or pans of food. The work may require specific but common physical characteristics and abilities such as lifting up to 50 pounds, above-average agility, and dexterity.

TERMS OF EMPLOYMENT:

- 10-month employee
- Hours per week: 26-29

EVALUATION: Performance of this job will be evaluated by the Cafeteria Manager in accordance with the evaluation process of the Nutrition Services Department

Job Titles:
Cafeteria Worker/Cafeteria Flex Worker/Cafeteria Substitute

PURPOSE:

- To serve students safe, nutritious, and attractive meals in an atmosphere of efficiency, cleanliness, and friendliness

Reports to:

- Cafeteria Manager and Cafeteria Assistant Manager

Supervises:

- none

QUALIFICATIONS:

Required:

- High school diploma or GED

Preferred:

- Previous experience in food service

SKILLS:

- Self-motivated and efficient in daily job tasks
- Dependable and consistent in daily duties

PERFORMANCE RESPONSIBILITIES:

- Completes duties as assigned by Cafeteria Manager and/or Cafeteria Assistant Manager
- Job duties may include: food preparation, serving food, dishwashing, cashiering, cleaning and sanitizing, handling stock, emptying trash, and/or any other duty involved in the school food service operation
- Follow standardized recipes in the preparation and service of nutritious meals to students and staff

PHYSICAL REQUIREMENTS:

- The work requires some physical exertion such as long periods of standing; recurring bending, crouching, stooping, stretching, reaching, or similar activities; recurring lifting of moderately heavy items such as cases or pans of food. The work may require specific but common physical characteristics and abilities such as lifting up to 50 pounds, above-average agility, and dexterity.

TERMS OF EMPLOYMENT:

- 10-month employee

- Hours per week: varies

EVALUATION:
- Performance of this job will be evaluated by the Cafeteria Manager in accordance with the evaluation process of the Nutrition Services Department

Job Title: **Cafeteria Student Worker**

PURPOSE:
- To work in a supporting role to Nutrition Services staff in providing students safe, nutritious, and attractive meals in an atmosphere of efficiency, cleanliness, and friendliness
- To partner with PHHS Essential Skills educational team to provide work-learning opportunities our students in Essential Skills classes

Reports to: Cafeteria Manager
Supervises: none

SKILLS:
- Self-motivated and efficient in daily job tasks
- Dependable and consistent in daily duties
- Able to follow directions

PERFORMANCE RESPONSIBILITIES:
- Completes duties as assigned by Cafeteria Manager and/or Cafeteria Assistant Manager
- Job duties are as follows:
    - Morning Sanitation & Setup
        - Wipe tables in cafeteria and hallway
        - Set out dish pans
    - Afternoon Clean-up & Sanitation
        - Wipe tables in cafeteria and hallway
        - Wipe & sanitize chairs in cafeteria and hallway
        - Take racks of lunch trays from the dish room and put away in the serving area

PHYSICAL REQUIREMENTS:
- The work requires some physical exertion such as long periods of standing; recurring bending, crouching, stooping, stretching, reaching, or similar activities; recurring lifting of moderately heavy items such as stacks of lunch trays. The work may require specific but common physical characteristics and abilities such as lifting up to 50 pounds, above-average agility, and dexterity.

TERMS OF EMPLOYMENT:
- Schedule to be agreed upon between Cafeteria Manager and Teacher

EVALUATION:
- Performance of this job will be evaluated by the Cafeteria Manager

Job Title: Culinary Support Specialist
PURPOSE:
- To ensure that school kitchen production methods support the creation of menus that meet the mission and vision of our program
- To provide technical assistance and training to cafeteria staff to resolve issues (quality assurance, food safety, production, inventory, more) that require corrective action
- To provide support to Nutrition Services department through a variety of clerical, financial, and record-keeping responsibilities

Reports to:
- Director of Nutrition Services

QUALIFICATIONS:
Required:

- Bachelor Degree or Associate Degree in culinary arts
- ServSafe Certification
- Knowledge of basic nutrition and food safety/sanitation principles
- Strong communication, technology, math and leadership skills
- Previous foodservice experience

Preferred:

- Previous experience with quantity food production
- Previous experience in foodservice management, recipe development, or culinary staff training
- Previous experience in staff training and development

PERFORMANCE RESPONSIBILITIES:

- Perform quality assurance and technical assistance visits as assigned
- Help organize and prioritize corrective actions
- Provide group or individual training opportunities as identified and planned by need
- Assist with the creation and execution of SOP related to recipe creation and testing
- Lead and help develop the skills of Cafeteria Managers, Assistant Managers and Cafeteria workers
- Plan and organize tasting and sampling events with students
- Establish and maintain positive school and community outreach relationships (Farm to School, school gardens, wellness, classroom presentations)
- Plan and organize National School Lunch and National School Breakfast week activities as well as IN Food Day and holiday and special events
- Assist with planning and executing all catered events
- Attend required trainings and professional development to maintain minimum of 10 hours CEUs per year
- Assume other responsibilities as assigned by the Assistant Director or Director of School Nutrition Services

PHYSICAL REQUIREMENTS:

- The work requires some physical exertion such as long periods of standing; recurring bending, crouching, stooping, stretching, reaching, or similar activities; recurring lifting of moderately heavy items such as cases or pans of food. The work may require specific but common physical characteristics and abilities such as lifting up to 50 pounds, above-average agility, and dexterity.

TERMS OF EMPLOYMENT:

- Full time: 30-40 hours per week
- Full year: 241-260 Days per year
- Pay:Hourly rate as determined by Board of Trustees

EVALUATION:

- Performance of this job will be evaluated annually by the Director of School Nutrition Services

Job Title: Assistant Director

PURPOSE:

- To ensure all schools meet the highest quality of food and service standards for students
- To plan menus and foods served that meet USDA regulations and are safe, nutritious, and appealing to students.

Reports to:

- Director of Nutrition Services

QUALIFICATIONS:

Required:

- Bachelor Degree or Associate Degree in culinary arts, nutrition, dietetics, hospitality or related field
- Knowledge of basic nutrition and food safety/sanitation principles
- Strong communication, technology, math and leadership skills
- Previous foodservice experience

Preferred:

- Previous experience with quantity food production
- Previous experience in foodservice management, recipe development, or culinary staff training

- Previous experience in staff training and development

PERFORMANCE RESPONSIBILITIES:

- Plan menus with direction from Director of Nutrition Services for school lunch and breakfast programs that meet USDA regulatory standards
- Create, test, and implement standardized recipes.
- Create innovative and nutritious menu items that encourage scratch cooking where possible
- Lead and develop the skills of Cafeteria Managers, Assistant Managers, and Cafeteria Workers
- Create and monitor service expectations and practices which ensure all food presentation is appealing to students
- Ensure policies and procedures of the department and corporation are being followed at school level
- Responsible for the constant communication of operational issues to Director of Nutrition Services
- Oversee Nutrition Services catering operations
- Monitor production records and offer solutions to food waste, overproduction, underproduction, and other issues
- Plan and organize tasting and sampling events with students
- Establish and maintain positive school and community outreach relationships (Farm to School, school gardens, wellness initiatives, classroom presentations etc.)
- Create annual staff training program calendar with the assistance and direction of Director of Nutrition Services and Program Support Specialist. Present training sessions if applicable.
- Provides technology support to staff for all Nutrition Services technology programs and applications and serve as liaison to district Technology department under the direction of Director of Nutrition Services.
- Oversee hiring and orientation processes for all part time and substitute Nutrition Services positions under the direction of Director of Nutrition Services.
- Assume other responsibilities as assigned by the Director of School Nutrition Services

PHYSICAL REQUIREMENTS:

- The work requires some physical exertion such as long periods of standing; recurring bending, crouching, stooping, stretching, reaching, or similar activities; recurring lifting of moderately heavy items such as cases or pans of food. The work may require specific but common physical characteristics and abilities such as lifting up to 50 pounds, above-average agility, and dexterity.

TERMS OF EMPLOYMENT:

- 240 Days per year
- Pay: Salary as determined by Board of Trustees

EVALUATION:

- Performance of this job will be evaluated by the Director of School Nutrition Services

Job Title: **Director of School Nutrition Services**

Overview:

The Director of School Nutrition Services is responsible to manage the food service programs for the school corporation under the supervision of the Director of Support Services. Management responsibilities include employment (including hiring and dismissal), assignment, supervision, and managing the school system's recordkeeping function. Additionally, the Director is responsible to supervise menu preparation, bidding and purchasing of food products and equipment, maintaining accurate records and preparing reports. Administers the free/reduced lunch programs. Maintains liaison relationship with the Indiana Department of Education/Office of School and Community Nutrition.

Status:	Employee, full-time (240 day contract)
FLSA status:	Exempt
Bargaining unit status:	Excluded
Approved by Board:	(date)
Supervised and evaluated by:	Business Manager

Minimum Qualifications and Skills Required:

- **Educational Requirements:** Bachelor's degree in food service management, nutrition or a related field.
- **Skills and Knowledge:** Experienced in food preparation, menu planning, food purchasing, managing personnel, preparation of operational and nutritional reports and technical skills in Microsoft Office and food management software.

- **Experience:** A minimum of three years of school food service experience.
- **Certifications/Memberships:** Registered Dietitian and School Nutrition Association Member
- **Other:** Maintains positive relationships with students, teachers, administrators, parents, patrons, and vendors.

Performance Responsibilities:

- Oversees the interviewing, screening and recommended employment of all cafeteria personnel.
- Standardizes and administers personnel policies and evaluates cafeteria managers.
- Manages all contracts for the school corporation's group purchasing and vendor bid processes for all items which require bid by law or Board policy.
- Maintains inventory tracking system of all food supplies, other supplies and equipment.
- Oversees and attests to the accuracy of all food service record keeping including bills, purchase orders, and payroll for cafeteria personnel.
- Performs all claims reimbursement for food service function.
- Recommends and implements fair pay practices for all food service personnel.
- Oversees all technology solutions that pertain to food service including menu planning, account activity and payroll.
- Standardizes cafeteria accounting procedures and works with Chief Financial Officer to ensure accurate and complete bookkeeping.
- Submits applications for federal/state subsidy programs.
- Reviews and evaluates all requests and recommendations for purchase of new and replacement equipment.
- Provides input as needed when school renovation of school kitchen and cafeteria space is undertaken.
- Oversees the activities of direct reports, including administrative assistant and Culinary Operations Manager.
- Inspects school lunch facilities and operations to ensure standards of diet, cleanliness, health and safety are maintained.
- Standardizes pricing structure for lunches and size of portions served.
- Keeps patrons and the public informed of the menus and services offered by the food service program and of the health and educational benefits gained by children through participation in the program.
- Performs other food service related duties as required.

Essential Functions

Must be physically capable of performing all duties of the role.

South Madison Community School Corporation
Nutrition Services

Attendance Policy

For Nutrition Services to fulfill its mission statement and objectives, good attendance by all employees is necessary. It is the nature of cafeteria position(s) to physically be present and productive for all scheduled work hours. SMCSC understands that there are cases in which absence is necessary, but unnecessary absences must be kept to a minimum.
Paid leave time is summarized in Appendix P "Support Staff Benefits Addendum" in the SMCSC Support Staff Handbook. Paid leave time is not automatically approved leave time, as it is subject to approval by the employee's immediate supervisor and in some cases, the Director of Nutrition Services. Staff must complete a Support Staff Leave Request form when requesting leave. All leave forms should be submitted to the cafeteria manager and then forwarded to the Director of Nutrition Services.

1. All days must be taken in full day increments. Only Managers are allowed to take half day increments.
2. Notification of absence
    a. Employees must notify their direct supervisor of absence by 7:00am or 2 hours before the start of shift, whichever is earlier.
    b. Acceptable forms of notification are call or voicemail. **Text or email are not acceptable methods of notification.**
3. Leave Days
    a. Personal Days
        i. Must be approved at least 1 week in advance, except in the case of emergency.
        ii. Days can be used at employee's will, but Manager reserves the right to deny approval of a personal day if the staffing needs of the kitchen for that day will not be met.
    b. Sick Days
        i. Current year Sick days may be used as either Personal or Family Illness (immediate family). Accrued sick leave can only be used for Personal Illness. All current year days must be used before accrued sick leave can be used.
        ii. Doctor's appointments:
            1. All efforts must be made to schedule doctor's appointments outside of scheduled working hours. Exceptions can be made on a case per case basis in a situation of emergency or illness.
    c. Unpaid Days
        i. Occur if an employee takes more than their allotted or accrued leave time.
        ii. Unpaid days must be approved at least 1 week in advance, except in the case of illness.
    d. Jury or Bereavement Leave:
        i. Refer to SMCSC Support Staff Handbook.
4. Value of paid leave days
    a. Value of a paid leave (including holidays) for hourly staff will be based on the employee's regular scheduled and hourly rate.
5. Extended leave of absence
   SMCSC recognizes that an employee may have a situation outside of their control. In this case, an employee may:
    a. Request a transfer to substitute status. (NOTE: Transfer to substitute does not guarantee a future permanent position).
    b. Submit a letter or email to the Director of Nutrition Services as a request for an extended leave of absence. Requests will be reviewed by the Director of Nutrition Services and the Superintendent or his/her designee.
    c. FMLA has eligibility requirements that make most Nutrition Services employees not eligible (i.e. must work 1250 hours over the previous 12 months). For detailed information, see part G. Family and Medical Leave Act of 1993 in the SMCSC Support Staff Handbook.
6. Attendance-related violations of policy will be considered a Category C offense (see Workplace Conduct and Rules).

South Madison Community School Corporation
Nutrition Services

Discipline Notice

Employee Name: _____ **School**: _____

Date(s) Occurred: _____ **Time(s) Occurred (if applicable):**_____

Workplace Rule(s) Violated:

Code	Description

€ First Warning € Second Warning € Other_____

Description of violation:

Corrective Action:

Timeframe	
Description	

Disciplinary Action:

€ Written Warning € Performance Improvement Plan (PIP)

€ Paid Suspension Date(s)_____ € Unpaid Suspension Date(s)_____

€ Termination

Employee's Comments:

Copy To:

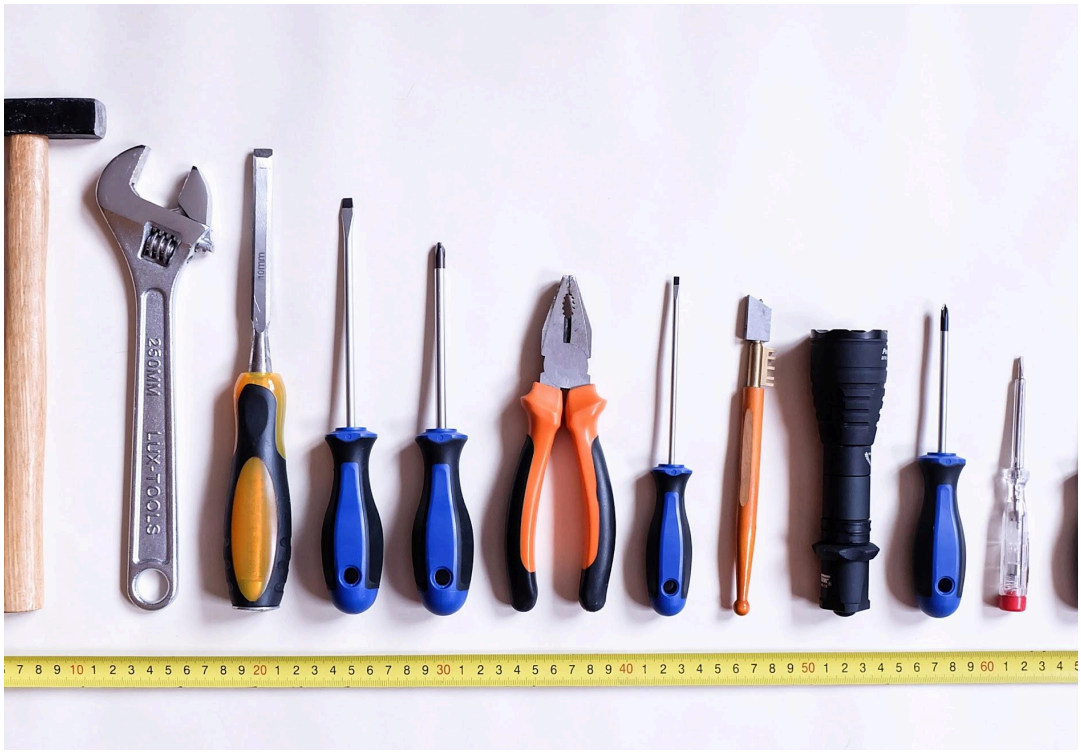
€ Director/FS File
€ Human Resources
€ Supervisor Copy
€ Employee Copy

By signing below, I acknowledge that I have read this Notice of Discipline and understand it.

Employee: _____ **Date**: _____

Supervisor: _____ **Date**: _____

€ Employee refused to sign



SMCSC MAINTENANCE 2026-27

MAINTENANCE DEPARTMENT

SUPERVISION
The Director of Maintenance will direct, supervise, and monitor all maintenance department staff.

The Director of Maintenance will establish work schedules and assign specific tasks to each department staff member.

The Director of Maintenance will evaluate each department member. Such formal evaluations will be completed on the appropriate district form each year.

Failure to comply with instructions given by the Director of Maintenance may result in disciplinary action.

ATTENDANCE
Maintenance personnel who will be absent unexpectedly from work must call the Director of Maintenance the day or night before or at least one hour prior to the shift. Failure to notify the Maintenance Director by text or phone that you will not be reporting to work may result in a write up.

Employees are expected to be on time and ready to work at 6:00 AM. Consistent tardiness will not be tolerated. Failure to report to work on time may result in a write up.

Repeated instances of tradies/unnotified absences will result in further disciplinary action.

Time Clock. Employees may not clock in more than five (5) minutes before their regular shift begins and may not clock out before the end of their scheduled shift without the approval of the Maintenance Director.

All lunch breaks must be approved by the Maintenance Director. There are no paid breaks. Any breaks other than the lunch break must be approved by the Maintenance Director or Business Manager.

Previously scheduled appointments (doctor visit, check-up, etc.) must be submitted at least 3 days in advance of the appointment.

If out for a doctor appointment, a doctor's note will need to be provided upon return to work.

WORK ASSIGNMENT
Work orders or any other assignment shall be made by the Director of Maintenance. After work has been completed, tools and the area must be cleaned. Do not leave the clean-up for custodians. Completed work orders and any associated paperwork such as receipts for supplies used, must be returned to the Director of Maintenance on the day the work order is completed.

Maintenance personnel must inform the Maintenance Director prior to leaving the Corporation boundaries. (In the event of an emergency the Maintenance Director must know who is available.)

GENERAL INFORMATION
Maintenance personnel need to be able to lift up to 50 lbs continuously on a daily basis.

If an employee is injured on the job, it is their responsibility to report the incident **immediately** to the supervisor and/or human resources. If not reported timely, workers compensation could deny the claim.

Maintenance trucks are equipped with GPS and will be monitored on a regular basis. Truck routes should be on roads pertaining to SMCSC and the quickest/nearest route should be taken to and from material pick-up and/or the job site.

Corporation owned vehicle drivers may be subject to random drug testing.
See Policy 4162- Drug and Alcohol testing of CDL Holders and Other Employees Who Perform Safety-Sensitive Functions

Reoccurring write ups may result in termination.

USE OF SCHOOL EQUIPMENT
Some equipment may be borrowed by the maintenance staff. This may only be done with the prior written approval of the Director of Maintenance or Business Manager. Such permission must be secured each time any equipment is used. Damages to the borrowed equipment during the time of use is the responsibility of the borrower.
All tools, equipment and supplies purchased by SMCSC are the property of SMCSC and must remain on the SMCSC property.

USE OF PERSONAL PROPERTY
SMCSC is not responsible for damaged or destroyed personal tools, equipment or property used on the job site. If it is necessary for the use of personal property then prior approval must be obtained in writing from the Director of Maintenance or Business Manager

EMERGENCY DUTY
All maintenance personnel will be expected to be "on call" for one week at a time on a rotating basis. The person on call shall respond to emergency calls for various problems. Problems involving fire alarms, water leaks, sewage backups, and heating and cooling problems are some examples that would require an emergency call.

VACATIONS
Any vacation time may be taken at any time of the calendar year with the approval of the Maintenance Director. Only one week consisting of up to five consecutive days will be allowed per month per person due to facility maintenance requirements and multiple vacation requests. Any exception to this will be at the discretion of the Director of Maintenance. *The employee shall give the Director of Maintenance at least 2 weeks advance notice prior to taking vacation time*. No more than one maintenance staff member shall be off on vacation at any one time except with permission of the Director of Maintenance.

UNIFORM
Non-skid shoes are required at all times. Approved shoes can be obtained through the SMCSC non-skid shoe purchasing program.

PERSONAL PROTECTIVE EQUIPMENT
The School Corporation will provide personal protective equipment (PPE) when needed. PPE is required to be used at all times. Failure to use PPE can result in disciplinary action including termination for repeated offenses.
Staff members will be required to wear personal protective equipment, including but not limited to face coverings, during certain times based on the district plan designed to manage the spread of COVID-19 or other community health-related concerns.

SCRAP MATERIAL AND REFUNDS/REBATES
All scrap material is the property of SMCSC.
All sales of scrap metal and redemption of rebates or refunds are the property of SMCSC.

PERSONAL USE OF TRUCK

School vehicles may not be used for personal use unless permission is obtained in writing from the Maintenance Director or Business Manager. All trucks are equipped with GPS and will be monitored periodically.

TRUCK/MOWER CARE

While maintenance trucks may be assigned to a specific employee, these trucks may also be used for extracurricular activities and should be maintained in a professional and presentable condition.

Trucks will be cleaned at the end of the day on Fridays. If an employee is off that day, it will be done the following work day when they return.

Trucks need to be fueled up in the morning or at the end of the working day.

Maintenance trucks are school property and therefore are smoke-free/tobacco free vehicles. (Policy 4215)

Smoking in a corporation owned vehicle will not be tolerated. If an employee is smoking no part of the employee's body shall be in the vehicle.
If an employee is caught smoking in a SMCSC vehicle it will be an automatic termination. No warning will be given.

Any use of cell phones shall be prohibited while the vehicle is in motion. Indiana has a hands-free driving law and the use of all telecommunication devices are prohibited unless hands-free or voice operated.

Mowers will be cleaned after each use and maintained in good condition at all times.

APPENDIX

A.	Open Communication Policy 4112	pg. 77
A1.	Required Reports and Protection of Whistleblowers Policy 4211	pg. 78
B.	Payroll Schedule 2026-2027	pg. 79
C.	Support Staff Leave Request	pg. 80
D.	Medication Administration Form	pg. 81
E.	Child Custody Receipt	pg. 82
F.	School Incident Report	pg. 83
G.	Request to Purchase	pg. 84
H.	Transportation by Private Vehicle Policy 8660	pg. 85
I.	Special Use of School Buses-Bus Driver Trip Ticket	pg. 86
J.	Special Use of School Buses-Administrative Guidelines	pg. 87
K.	Staff Education Technology Acceptable Use & Safety-Policy 7540.04	pg. 88
L.	SMCSC Internet Computer Network Use Agreement	pg. 91
M.	Support Staff Dress and Grooming Policy 4216	pg. 92
N.	Dress Code	pg. 93
O.	Outside Activities of Support Staff Policy 4231	pg. 94
P.	Benefit Addendum	pg. 95
Q.	Anti-Harassment Policy 3362	pg. 96
R.	Nondiscrimination & Equal Employment Opportunity Policy 4122	pg. 104
S.	Notice of Eligibility to Participate in the 403(B) Plan: List of Approved Annuity Representatives	pg. 109
T.	401 (A) Plan	pg. 110
U.	403 (B) Plan	pg. 126

OPEN COMMUNICATION (POLICY 4112)

It will be the policy of the South Madison Community School Corporation to develop and practice reasonable and effective methods of resolving difficulties arising among all employees. The intent is to reduce potential areas of conflict and to establish and maintain recognized channels of communication between staff and administration.

The specific purposes to be served by this problem-solving procedure are:

1. to ensure that a problem is considered fairly, with all due speed, and without prejudice or reprisal to the employee;
2. to encourage employee expression regarding conditions affecting him/her;
3. to provide an orderly succession of procedures within which solutions may be pursued;
4. to build confidence in the sincerity and integrity of the problem-solving procedure as a means to establish the facts upon which the problem is based and a fair conclusion or solution is reached.

Problem-Solving Procedural Steps

Any employee may invoke this informal problem-solving procedure. No employee will discourage the use of this policy by any other employee. Likewise, no employee will be disciplined in any way as a result of the employee's use of this policy. It is recommended that discussion be initiated with the individual's immediate supervisor. In the event this is not possible, or if the employee would prefer, the problem may be initiated at the next highest level. Neither the administration nor the Board of School Trustees will consider any problem submitted on an anonymous basis and/or through a third party.

Step One

The employee shall endeavor to discuss the matter with the immediate supervisor/principal as soon as it is practical to do so.

Step Two

The employee, if not satisfied with the results of the discussion, may request and be granted an appointment with the appropriate central office administrator or superintendent.

Step Three

The employee, if not satisfied with the results of the discussion, may request and be granted a meeting with the Board of School Trustees. Any decision rendered and set forth by the Board shall be considered final and binding on the parties.

NOTE:

A separate grievance procedure is in place for the purpose of dealing with misinterpretation, misapplication, or violation of provisions in the collective bargaining agreement with certified employees. Therefore, the problem solving procedure is not intended to deal with any negotiated contract issue, nor is it intended to supplement or replace the formal grievance procedure in the negotiated contract. The problem solving

procedure is simply a method by which employees may initiate a discussion on issues of his/her concern with the administration.

APPENDIX A

REQUIRED REPORTS AND PROTECTION OF WHISTLEBLOWERS [POLICY 4211]

The School Board recognizes that its employees teach its students by example and serve as a role model for students. It therefore requires that they exemplify high standards of honesty and integrity and comply with Indiana and Federal law, Board policies and administrative guidelines in their words and actions. To implement these expectations, the Board requires its employees to report possible violations of these Board standards to their immediate supervisor.

An employee who is aware of words or acts of a Board member or employee that may violate Federal or Indiana law, Board policy, or administrative guidelines shall bring the words or actions to the attention of the employee's immediate supervisor. If the immediate supervisor does not respond within a reasonable time, or the immediate supervisor is the officer or employee whose words or actions are in question, the employee shall make the report required by this policy to the Superintendent. If the words or acts that violate this policy are the Superintendent's words or acts, the report shall be made to the Board president. An employee also may report suspected malfeasance, misfeasance or nonfeasance by a public officer to the State Board of Accounts.

Employees are subject to disciplinary action, up to and including termination for knowingly or recklessly making a false report under this policy or failing to make a report required by this policy.

After a verbal report of a violation of this policy is made, the immediate supervisor will direct that reporting employee to put the report in writing. If a reporting employee requires assistance in making a written report, the immediate supervisor shall assist the reporting employee.

An employee making a report required by this policy shall be protected from discipline, retaliation, or reprisal for making a report required by this policy as long as the employee had a good faith belief in the truth and accuracy of the information reported at the time of the report. A report in compliance with this policy is not required if the employee confirms that another employee has reported the same words or actions.

I.C. 36-1-8-8

Revised 2/18/16

APPENDIX A1

SOUTH MADISON COMMUNITY SCHOOL CORPORATION

PAYROLL SCHEDULE

2026-2027

August	**12**		**January**	**13**
	26			**27**
September	**7**		**February**	**10**
	23			**24**
October	**8**		**March**	**10**
	21			**24**
November	**4**		**April**	**7**
	18			**21**
December	**2**		**May**	**5**
	16			**19**
	30		**June**	**2**
				16
				30
			July	**14**
				28
			August	**11**
				25

SUMMER PAYROLL CHECKS = ALL CHECKS WILL BE MAILED TO THE ADDRESS ON FILE WITH THE PAYROLL DEPT.

ALL DEPOSIT ADVICES MAY BE VIEWED AT www.Doculivery.com/SMadison

APPENDIX B

South Madison Community School Corporation

SUPPORT STAFF LEAVE REQUEST FORM

Type of Leave Requested: _____Employee Name – Printed _____

1. Personal Business	4. Jury/Witness
2. Personal Illness/	5. Unpaid**
Illness in Family *	6. -Bereavement
(Circle Personal or Family)	7. Vacation (12 month employees only)
3. Professional Leave	8. Activate Physical (1/2 day per year)

Number of Days Requested: _____

Date(s) Leave will be taken: _____

_____ _____ _____

Employee's Signature Principal's Signature Superintendent's Signature

Date: _____ Date: _____

*Personal Business & Personal Illness/Illness in Family Request Do No Require a Reason ** Requires Superintendent's Approval

Comments by the Superintendent: _____

APPROVED **DISAPPROVED** **DATE:** _____

RETURN ALL COPIES TO THE SUPERINTENDENT'S OFFICE

APPENDIX C

MEDICATION ADMINISTRATION FORM

South Madison Community School Corporation

School Year: _____ School: _____

Name of Student: _____ Grade: _____ Teacher: _____

Name of Medication:_____

Reason for Medication: _____

Size of tablet (in mg): _____ or, if liquid (mg/tsp.): _____

Dosage (how many or how much?): _____ Time(s): _____

Start date: _____ Stop date: _____

I hereby request and give permission to the school nurse or principal's designee to administer the above medication to my child. I understand that medication must be brought to school in the original container with a pharmacy label and student's name. I will be responsible for removing any unused medication from school.

Parent/Guardian Signature: _____ Date: _____

PERMISSION TO CARRY INHALER

_____ has been instructed in and understands the purpose and appropriate

Method and frequency of use of his/her _____ inhaler.

I, _____request that _____ be permitted to carry

the inhaler on his/her person or to keep same in his/her locker or PE locker, as we consider him/her responsible.

I, the undersigned, absolve the school of any responsibility in safeguarding our child's inhaler.

Parent/Guardian: _____ Date: _____

Physician Signature: _____ Date: _____

APPENDIX D

CHILD CUSTODY RECEIPT

To the parents of _____ _____
(Child's Name) (Date)

It has been reported to the Child Protection Service that _____
(Child's Name)

may be a victim of child abuse or neglect. Indiana law REQUIRES that every report of suspected abuse or

neglect be thoroughly and promptly investigated.

As a part of this investigation, an interview with _____
(Child's Name)
was conducted today at _____

by _____ and _____
(CPS Worker/Agency) (Law Enforcement Rep/Agency)

It was determined at the close of the interview that protection of the child required the immediate taking of the child into custody. This determination was based on the following factors:

( ) The child expressed a reasonable fear of going home and stated facts which constituted a convincing basis for that fear.

( ) The alleged perpetrator of ongoing abuse is present in the home, and there is no reason to believe that the abuse will cease.

( ) The child has serious physical injuries which require immediate attention.

( ) Other: _____

Therefore, at _____, _____
(Time) (Child's Name)

Was taken into custody by _____
(Law Enforcement Agency)

Please contact the Child Protection Service at _____.
(Phone)

APPENDIX E

Indiana Insurance

STUDENT

Standard School Incident Report

Name of School	**School District** **South Madison Community School Corporation**	
Name of Injured Party	**Date of Accident**	**Time of Accident**
Address of injured	**Age**	**Sex**
	Grade or Position	
	Status ☐ **tudent** ☐ **Visitor** ☐ **Trespasser** ☐ **Other, describe:**_____	

Description of Accident (How did the accident happen? What was the injured person doing? What tool; machine or equipment was involved? What teacher, supervisor or administrator was responsible for the area? Who witnessed the accident?)

Witness name - 1	**Address**	**Telephone Number**
Witness Name – 2	**Address**	**Telephone Number**
Witness Name – 3	**Address**	**Telephone Number**
Location	**Type of Injury**	**Body Part (s) Affected**

Athletic Field	**Office**	**Abrasion**	**Dislocation**	**Abdomen**	**Finger**
Bus	**Playground**	**Amputation**	**Electrical Shock**	**Ankle**	**Foot**
Cafeteria	**Restroom**	**Asphyxiation**	**Laceration**	**Arm**	**Hand**
Classroom	**Sidewalk**			**Back**	**Head**
Gymnasium	**Swimming Pool Area**	**Bite (Animal/insect)**	**Fracture-possible**	**Chest**	**Leg**
Hallway	**Stairs (inside)**	**Bite (Human)**	**Poisoning**	**Ear**	**Mouth**
Laboratory	**Stairs (outside)**	**Burn (Chemical)**	**Puncture**	**Eye**	**Tooth**
Locker Room	**Theater or Stage**	**Burn (Heat)**	**Repetitive Motion**	**Face**	**Wrist**
Maintenance Area	**Vocation Shops**	**Concussion-poss.**	**Sprain/Strain-poss**	**Other (describe)**	
Other _____	**Off-Premises**	**Other (describe)** _____		_____	

Immediate Action Taken

None

First Aid provided: **Given by:** _____

Medical Ambulance called: **Time of Call:** _____ **By** _____

School Nurse notified: **Time of Call:** _____ **By:** _____

Parent/Guardian notified: **Time of Call:** _____ **By:** _____

Name of Parent/Guardian notified:

Parents/Guardian Telephone Number: _____ **Home** _____ **Work**

Injured person released to: ___ **Self** ___ **Home** ___ **Class** ___ **Physician** ___ **Hospital** ___ **Other** _____

Time released: _____

Report Completed By: _____	**Title:** _____	
Date: _____	**Telephone Number:** _____	

I SUGGEST THIS ORDER BE PLACED WITH

REQUEST TO PURCHASE

_____
REQUISITION NUMBER

_____
COMPANY

SHIP TO _____

_____
STREET

_____

_____
CITY STATE ZIP

ATTN. OF _____

ATTN. OF _____

DATE	DEPARTMENT		ACCOUNT CHARGED TO	
QUANTITY	UNIT EACH DOZEN GROSS, ETC.	DESCRIPTION- FURNISH AS COMPLETE AS POSSIBLE – NAME OF ITEM, SIZE, COLOR, NAME OF COMPANY, CATALOG NUMBER, CATALOG PAGE, MANUFACTURER, PART NUMBER, ETC.	UNIT PRICE	AMOUNT

SHIP TO ARRIVE BY

TOTAL

FOR OFFICE USE ONLY

SUBMITTED BY _____

APPROVED BY _____
DEPARTMENT HEAD

APPROVED BY _____

REMARKS: _____

_____

_____

_____

ORDER FROM _____

_____

_____

_____

_____

_____

APPROVED _____

APPENDIX G

TRANSPORTATION BY PRIVATE VEHICLE [POLICY 8660]

The School Board authorizes the transportation by private vehicle of students of the Corporation.

Any such transportation must be approved in advance and in writing by the Director of Transportation in accordance with the Superintendent's administrative guidelines.

The parent of the participating student will be given, on request, the name of the driver and the description of the vehicle.

Persons approved for the transportation of students in a private vehicle shall be an employee of this Board, a parent of a student enrolled in this Corporation, and the holder of a currently valid license to operate a motor vehicle in the State of Indiana.

No person shall be permitted to transport students who is not the holder of automobile liability and personal injury insurance in the amount not less than $100,000 per person and $300,000 each accident for Bodily Injury and $100,000 each accident for Property Damage. A single limit of $300,000 for Bodily Injury and Property Damage combined is also permissible. The Board may withdraw the authorization of any private vehicle driver.

Any private vehicle used for the transportation of students must be owned by the approved driver or the spouse of the approved driver and must conform to registration requirements of the State.

The responsibility of professional staff members for the discipline and control of students will extend to their transportation of students in a private vehicle. Drivers who are not professional staff members are requested to report student misconduct to the principal.

Expenses incurred by drivers of private vehicles in the course of transporting students will be reimbursed by the Board at the approved mileage rate and upon presentation of evidence of costs for tolls and parking fees.

South Madison Community School Corporation

SPECIAL USE OF SCHOOL BUSES
BUS DRIVER TRIP TICKET

This is to certify that _____
(Name of Bus Driver)

License No: _____
(Driver's License No.)

Is an authorized school bus driver for the South Madison Community School Corporation and is conducting this transportation in compliance with IC 20-27-9-3.

DESTINATION:

From: _____; _____, Indiana

To: _____; _____, Indiana

Date of Departure: _____ Date of Return: _____

This transportation is a school function conducted under the supervision and control of, and at the direction of, the South Madison Community School administration.

_____ _____
Bus Driver Superintendent or Designee

_____
Title

INSURANCE CERTIFICATION

The above named owner has current insurance in force covering the activity and time listed in the following amounts:

Public Liability: An amount not less than $1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person in an amount of not less than $500,000 on account of one accident.

Property Damage: An amount not less than $100,000.

Medical Insurance: Not less than $10,000 per person.

Policy Number _____

Company Name _____

Agent's Signature _____

SPECIAL USE OF SCHOOL BUSES – ADMINISTRATIVE GUIDELINES

South Madison Community School Corporation has a reliable transportation system to serve the students of the district. In order to maintain this transportation system and to comply with applicable state statute the following guidelines are established for the use of school buses.

USE OF SCHOOL BUSES FOR SCHOOL SPONSORED ACTIVITIES

1. The school district shall authorize the use of its vehicles and buses owned by its contracted drivers to transport students on School sponsored events when:

   A. the event or activity has been properly scheduled under building and district rules and guidelines; and
   B. the driver obtains a BUS DRIVER TRIP TICKET from the appropriate building principal; and
   C. the driver is an individual approved by the board as a substitute, contracted driver, or extracurricular event driver.

2. Out of state travel is permitted under the following conditions:

   A. such trip shall not exceed 100 miles round trip out of state mileage.
   B. after April 1, 1992, the driver shall be required to hold a valid Commercial Drivers License with interstate certification when the capacity of the vehicle is ten or greater.

USE OF SCHOOL BUSES FOR NON SCHOOL SPONSORED EVENTS

1. The Superintendent, or his designee, is authorized to approve the use of buses owned by contract drivers under the following conditions:

A. the group requesting such transportation shall be primarily school age (K-12) children living in the South Madison Community School District. Adult groups may also be approved, at the discretion of the Superintendent or his/her designee if the group consists primarily of South Madison Community School District residents.
B. the requested trip will originate in the South Madison Community School District.
C. the driver will be the owner of the bus or a driver approved by the Board.
D. the driver will obtain written authorization from the superintendent, or his designee, prior to the activity.
E. the driver will clearly identify the bus with the name of the sponsoring group.
F. the driver will provide the superintendent and the sponsoring group proof of insurance in the same amounts as required by the current bus specification.

2. Out of state travel is permitted under the following conditions:

   A. such trip shall not exceed 100 miles round trip out of state mileage.
   B. after April 1, 1992, the driver shall be required to hold a valid Commercial Drivers License with interstate certification when the capacity of the vehicle is ten or greater.
   C. all conditions listed in section 1 for “Use of School Buses for Non School Sponsored Events” are met.

STAFF EDUCATIONAL TECHNOLOGY ACCEPTABLE USE AND SAFETY [POLICY 7540.04]

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The School Board provides Technology Resources and Information Resources (as defined by Bylaw 0100) to support the educational and professional needs of its staff and students. The Board provides staff with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students and to facilitate the staff's work. The School Corporation's computer network and Internet system do not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purposes.

The Board regulates the use of Corporation Technology Resources and Information Resources by principles consistent with applicable local, State, and Federal laws, and the Corporation's educational mission. This policy, its related administrative guidelines, Policy 7544 and AG 7544, and any applicable employment contracts and collective bargaining agreements govern the staffs' use of the Corporation's Technology Resources and Information resources and staff's personal communication devices (PCDs) when they are connected to the Corporation's computer network, Internet connection and/or online educational services/apps, or when used while the staff member is on Corporation-owned property or at a Corporation-sponsored activity (see Policy 7530.02).

Users are prohibited from engaging in actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like) when using Corporation Technology Resources and Information Resources. Because its Technology resources are not unlimited, the Board also has instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right or expectation to privacy when using Corporation Technology Resources and Information Resources including but not limited to privacy in the content of their personal files, e-mails, and records of their online activity when using the Corporation's computer network and/or Internet connection.

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

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

The Corporation may not be able to limit access technology through its Technology Resources to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it service as a gateway to any publicly available file servicer in the world, opens classrooms and students to electronic information resources which may not have been screened by educators for use by students of various ages.

The Board prohibits the sending, receiving, viewing, or downloading of materials that are harmful to minors on computers, and other technology-related devices owned or leased by the Corporation or connected to the Corporation's computer network.

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

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

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

A. the safety and security of students while using e-mail, chat rooms, social media, and other forms of direct electronic communications;
B. the inherent danger of students disclosing personally identifiable information online;
C. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc.), cyber bullying an other unlawful or inappropriate activities by students online; and
D. unauthorized disclosure, use, and dissemination of personal information regarding minors.

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

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

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

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

With prior approval from the Superintendent, staff may direct students who have been issued school-assigned email accounts to use those accounts when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the students for educational purposes under the teacher's supervision.

Staff members are responsible for good behavior on the Corporation's technology and Information resources, i.e., behavior comparable to that expected when they are in classrooms, in school hallways, and other school premises and at school-sponsored events. Communications on Education Technology are often public in nature. The Board does not approve any use of Technology Resources and Information Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines.

Staff members may use Corporation Technology Resources to access or use social media only if it is done for Corporation educational or business-related purposes.

Staff members' use of Corporation Technology Resources to access or use social media shall be consistent with Policy 7544 and its accompanying guidelines.

General school rules for behavior and communication apply.

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

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

Social Media Use

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

Nothing in this policy is intended to interfere with any school employee's rights under applicable law with respect to union organizing or collective bargaining.

This policy shall be posted on the Corporation's website.

P.L. 106-554 (2000), Children's Internet Protection Act 18 U.S.C. 1460
47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003) 18 U.S.C. 2246
20 U.S. C. 6777, 9134 (2003) 18 U.S.C. 2256
20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)
47 C.F.R.543520, Children's Internet Protection Act
I.C. 20-26-5-40.5
I.C. 35-49-2-2

SMCSC INTERNET/COMPUTER NETWORK USE AGREEMENT

I understand and will abide by the above Internet/Computer Network use agreement. I further understand that any violation of the regulations above is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action.

User signature: _____ Date: _____

PARENT OR GUARDIAN

(If you are under the age of 18, a parent or guardian must also read and sign this agreement.)

[PARENT OR GUARDIAN PLEASE NOTE: if you do not want your child to access the Internet, please mark out the word "Internet" in the last sentence of the following paragraph. If the word "Internet" is marked out, this form will be an agreement for the school district's local computer network only.]

As the parent or guardian of this student, I have read the Internet/Computer Network Use Agreement. I understand that this access is designed for educational purposes. SMCSC will take precautions to eliminate controversial material. However, I also recognize it is impossible for the school corporation to restrict access to all controversial materials and I will not hold them responsible for materials acquired on the network. I hereby give permission for my child to access the Internet/Computer Network and certify that the information contained on this form is correct.

Printed Name of Parent or Guardian _____

Signature: _____ Date: _____

APPENDIX L

SUPPORT STAFF DRESS AND GROOMING [POLICY 4216]

The School Board believes that support staff members set an example for the students in the School Corporation to follow
The Board authorizes the development of standards for staff dress and grooming that promote a professional atmosphere that gives consideration to the impact on the educational process and the diversity of the School Corporation's staff.

When assigned to Corporation duty, all staff members shall:

A. be physically clean, neat, and well groomed;
B. dress in a manner consistent with their support responsibilities;
C. dress in a manner that communicates to others a pride in personal appearance;
D. dress in a manner that does not cause damage to Corporation property;
E. be groomed in such a way that does not disrupt the educational process or cause a health or safety hazard.

Designated casual days may be announced, and guidelines for those days will be communicated to staff.

The established standards for dress and grooming shall be upheld in a nondiscriminatory and uniform manner.

APPENDIX M

DRESS CODE

It is important to remember that appearance has a positive impact on morale, productivity, and respect for your authority. How we communicate and present ourselves to our clients often influences how they value their relationship with us and the services we provide. SMCSC professionals need to deliver quality, professional service at all times. It is very important to maintain a favorable impression in keeping with our professional image. The way our employees present themselves in both appearance and conduct is extremely important in creating, enhancing and maintaining this impression. The instructional staff and the office support staff of SMCSC must be well groomed and wear appropriate professional clothing as well as to maintain professional conduct during work hours.

Staff employees are expected to consistently maintain a professional appearance, school ID and dress appropriately for their work assignment. Attire must be at minimum considered acceptable "business casual". Exceptions may be made by the school principal for staff participating in field trips where jeans, tee shirts, and sweat shirts are acceptable attire.

Designated casual/spirit days may be announced, and guidelines for those days will be communicated to staff.

Examples of Inappropriate Attire

1. Blue Jeans (any shade of blue)
2. Clothing with holes
3. Clothing that is dirty
4. Leggings/Tights/Tight, Form-Fitting Pants (exception - when worn with a top that falls at least to the mid-thigh)
5. Shorts (exception PE teachers)
6. Graphic t-shirts that are not school related
7. Sweatpants/suits (exception PE teachers)
8. Cleavage revealing shirts
9. Dresses/skirts/shorts above finger-tip length
10. Sleeveless shirts that are at least 2 inches wide
11. Anything in violation of the student dress code

APPENDIX N

OUTSIDE ACTIVITIES OF SUPPORT STAFF [POLICY 4231]

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

A. Support staff members should not give school time to outside activities when there is not valid reason to be excused from assigned duties.
B. Support staff members shall not use school property or school time to solicit or accept customers for private enterprises without written administrative permission.
C. Support staff members shall not campaign on school property during school time 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. Support staff members should avoid conduct and associations outside the school which, if known, could have an adverse or harmful effect upon the school community.
E. Support staff members should refrain from expressions that would disrupt harmony among their co-workers or interfere with the maintenance of discipline by school officials.

APPENDIX O

SOUTH MADISON COMMUNITY SCHOOL CORPORATION - SUPPORT STAFF BENEFITS ADDENDUM (APPENDIX P)

2025-26

Benefit	Full-time Full Year (hired prior to 5/1/06)	Full-time Full Year (hired 5/1/06 or after)	Full-time (44-48 Wks/Year)	Full-time School Year	Part-time School Bus Driver	Part-time Full Year (52 Wks/Year)	Part-time School Year	Part-time School Year	Miscellaneous Hourly Employee
Terms of Employment	30-40 hrs/week; 240-260 days	30-40 hrs/week; 240-260 days	8 hrs/day; 40 hrs/week; 44-48 wks/yr; 200-240 days	30-40 hrs/week; 9-10 months	Variable Hours (Less than 30 hours per week)	Less than 30 hours per week; 260 days	20-29.5 hours per week	Under 20 hours per week	Part-time; Hours worked variable
Employee Groups	Custodian, ASC Clerical, Kids' Connection Director, Director of Transportation	Maintenance, Custodian, ASC/Transporation Clerical, PHHS/ PHMS Admin.Secretary, PHHS Treasurer, WEEM Asst. Manager, Bus Mechanic, Culinary Support Specialist	Director & Asst. Director of Nutrition, Director of Information Technology, Director of Communitations,Business Manager, Computer Technician	Cafeteria Manager, SMCSC SRO,Building Secretaries, PHMS/Elementary Treasurer, Nurse, Custodian	Regular Education Route Driver; Special Education Route Driver	Custodian (Part-time), Kids' Connection	Building Clerical, Teacher Asst., Library Asst., Cafeteria Asst. Manager , Bus Aide, ISS, RTI, School Health Assistant	Cafeteria Worker, Building Aide, Crossing Guard,Part-time Secretary	Substitute (All Employee Groups), SRO, ECA, Contractor, Cafeteria Flex Worker (<5 days)
Holidays									
New Year's Day	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Not Paid
Memorial Day	Paid	Paid	Paid	Paid	Paid	Not Paid	Not Paid	Not Paid	Not Paid
Independence Day	Paid	Paid	Paid	Not Paid	Not Paid	Paid	Not Paid	Not Paid	Not Paid
Labor Day	Paid	Paid	Paid	Paid	Paid	Not Paid	Not Paid	Not Paid	Not Paid
Thanksgiving	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Not Paid
Day After Thanksgiving	Paid	Paid	Paid	Paid	Paid	Not Paid	Not Paid	Not Paid	Not Paid
Christmas Eve Day	Paid	Paid	Paid	Paid	Paid	Not Paid	Not Paid	Not Paid	Not Paid
Christmas Day	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Not Paid
New Year's Eve Day	Paid	Paid	Paid	Paid	Paid	Not Paid	Not Paid	Not Paid	Not Paid
Annual Sick Leave:	10 days	7 days	10 days (prior to 5/1/06) 7 days (after 5/1/06)	7 days	7 days	5 days	5 days	2 days	None
Accumulate to:	120 days	60 days	120 days (prior to 5/1/06) 60 days (after 5/1/06)	90 days (prior to 5/1/06) 60 days (after 5/1/06)	60 days	60 days	60 days	30 days	None
Family Illness Leave	May use sick leave for personal or family illness	May use sick leave for personal or family illness	May use sick leave for personal or family illness	May use sick leave for personal or family illness	May use annual sick leave days (immediate family)	May use annual sick leave days (immediate family)	May use annual sick leave days (immediate family)	May use annual sick leave days (immediate family)	None
Personal Leave (per year)	3 days	3 days	3 days	3 days	3 days	3 days	2 days	1 Day	None
Accumulate to:	Sick Leave	Sick Leave	Sick Leave	Sick Leave	Sick Leave	Sick Leave	Sick Leave	Sick Leave	None
Jury Duty Leave	Pay diff. in wages	Pay diff. in wages	Pay diff. in wages	Pay diff. in wages	Pay diff. in wages	Pay diff. in wages	Pay diff. in wages	Pay diff. in wages	None
Bereavement Leave	5 days (Immediate Family) 1 day (other, see pg 12)	5 days (Immediate Family) 1 day (other, see pg 12)	5 days (Immediate Family) 1 day (other, see pg 12)	5 days (Immediate Family) 1 day (other, see pg 12)	5 days (Immediate Family) 1 day (other, see pg 12)	5 days (Immediate Family) 1 day (other, see pg 12)	5 days (Immediate Family) 1 day (other, see pg 12)	5 days (Immediate Family) 1 day (other, see pg 12)	None
FMLA Leave	12 Weeks Unpaid (If worked 1250 hours over previous 12 months)	12 Weeks Unpaid (If worked 1250 hours over previous 12 months)	12 Weeks Unpaid (If worked 1250 hours over previous 12 months)	12 Weeks Unpaid (If worked 1250 hours over previous 12 months)	12 Weeks Unpaid (If worked 1250 hours over previous 12 months)	12 Weeks Unpaid (If worked 1250 hours over previous 12 months)	12 Weeks Unpaid (If worked 1250 hours over previous 12 months)	None	None
Vacation Leave:	Pro-rated first and last years	Pro-rated first and last years				Pro-rated first and last years			
0-5 Years	10 days	10 days	None	None	None	7 days	None	None	None
6-10 Years	15 days	15 days	None	None	None	12 days	None	None	None
11+ Years	20 days	20 days	None	None	None	17 days	None	None	None
Health Insurance	Traditional or HSA	Traditional or HSA	Traditional or HSA	Traditional or HSA	None	None	None	None	None
Dental & Vision Insurance	Yes	Yes	Yes	Yes	None	None	None	None	None
Term Life Insurance	$30,000	$30,000	$30,000	$30,000	None	None	None	None	None
IRS Section 125	Available	Available	Available	Available	Available	Available	Available	if > = 17.5 hrs/wk	None
401(a) & 403(b) Plans (3%)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	None	None
Severance Pay	None	None	None	None	None	None	None	None	None
Retirement Fund (PERF)	Yes	Yes	Yes	Yes	Yes	None	None	None	None
Attendance Bonus	1 Day's Pay	1 Day's Pay	1 Day's Pay	1 Day's Pay	1 Day's Pay	1 Day's Pay	1 Day's Pay	1 Day's Pay	None

ANTI-HARASSMENT (POLICY 3362)

General Policy Statement

It is the policy of the School Board to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School Corporation operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex , disability, age, religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the Corporation community as well as Third Parties who feel aggrieved to seek assistance to rectify such problems.

All Corporation employees, including administrators, professional staff and support staff, shall report any incident of alleged unlawful harassment (see definition above) occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment that the employee observes or which is reported to the employee.

The Board will investigate all allegations of harassment and, in those cases where unlawful harassment is substantiated, take immediate steps to end the harassment, prevent its recurrence, and remedy its effects.

Individuals who are found to have engaged in unlawful harassment shall be subject to appropriate disciplinary action.

Other Violations of the Anti-Harassment Policy

The Corporation also will take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment or who has participated as a witness in a harassment investigation.
B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment , when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Notice

Notice of the Board's policy on anti-harassment related to employment practices and the identity of the Corporation's Compliance Officers will be posted throughout the Corporation and published in any Corporation statement regarding the availability of employment, staff handbooks, and general information publications of the Corporation as required by Federal and State law and this policy.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges or is alleged to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who is alleged to have engaged in unlawful harassment, regardless of whether the Complainant files a formal complaint or is seeking an informal resolution to the alleged harassment.

Corporation community means students, Corporation employees (i.e., administrators and professional and support staff), and Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include but are not limited to guests and/or visitors on Corporation property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the Corporation community at school-related events/activities (whether on or off Corporation property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Corporation office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:
Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment.

B. Submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or another gender.

Sexual Harassment covered by Policy/AG 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, i.e., sexual harassment prohibited by Title IX, is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266/AG 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
B. unwanted physical and/or sexual contact;
C. threats or insinuations that a person's employment, wages, promotions, or other conditions of employment may be adversely affected by not submitting to sexual advances;
D. unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; obscene telephone calls;
E. sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings or literature, placed in the work environment, that reasonably may embarrass or offend individuals;
F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
G. asking or telling about sexual fantasies, sexual preferences, or sexual activities;
H. speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;
I. giving unwelcome personal gifts, such as lingerie, that suggest the desire for a romantic relationship;
J. leering or staring at someone in a sexual way, such as staring at a person's breast, buttocks, or groin;
K. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;
L. in the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment;
M. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or creates a hostile or abusive employment environment.

Race/Color Harassment
Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose of effect of: interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working, or learning environment; orf interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment
Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of: interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment
Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose of effect of: interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment
Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of: interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment occurs when conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment further may occur where conduct is directed at or pertaining to a person's genetic information.

Corporation Compliance Officers
The following individuals serve as the Corporation's Compliance Officers (also known as "Anti-Harassment Compliance Officer(s)") (hereinafter referred to as the "COs").

Dr. Laura Miller, Assistant Superintendent, 203 S. Heritage Way, Pendleton, IN 46064 765-778-2152; lmiller@smcsc.com
Andrew Kruer, Assistant Superintendent, 203 S. Heritage Way, Pendleton IN 46064 765-778-2152; akruer@smcsc.com

The names, titles, and contact information of these individuals will be published annually on the Corporation's website and in the student or parent and staff handbooks.

The COs are responsible for coordinating the Corporation's efforts to comply with applicable Federal and State laws and regulations, including the Corporation's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment on the basis of a protected class.

The COs will oversee the investigation of any complaints of harassment based on a protected class which may be filed pursuant to the Board's adopted internal complaint procedure (see below) and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging harassment based on a protected class.

Reports and Complaints of Unlawful Harassment and Retaliation
Students and Corporation employees are required,and all other members of the Corporation community and Third Parties are encouraged, to promptly report incidents of harassment based on a protected class to an administrator, supervisor or other Corporation official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other Corporation employee or official who receives such a complaint shall file it with the CO within two (2) business days.

Members of the Corporation community and third parties who believe they have been unlawfully harassed by another member of the Corporation community or a third party are entitled to utilize the Board's complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to harassment on the basis of a protected class. The COs shall accept reports of unlawful harassment directly from any member of the Corporation community or a Third Party and such reports that initially are made to another Corporation employee. Upon receipt of a report of alleged harassment, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged harassment) or designate a specific individual to conduct such a process.

The CO will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the Corporation community must report incidents of harassment based on a protected class that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Corporation employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to a CO within two (2) business days. Additionally, any Corporation employee who observes an act of unlawful harassment is expected to intervene to stop the harassment unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Corporation employees and/or local law enforcement officials, as necessary, to stop[the harassment. Thereafter, the CO or designee must contact the Complainant if age eighteen (18) or older or the Complainant's parents/guardians if the Complainant is under the age eighteen (18) within two (2) days to advise of the Board's intent to investigate the alleged harassment.

Investigation and Complaint Procedure (see Form 3362 F1)
Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the Corporation community or Third Party (e.g., visitor to the Corporation) who alleges

to have been subjected to unlawful harassment or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of harassment based on a protected class or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation,, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available.

Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights (OCR), the Indiana Civil Rights Commission (ICRC) or Equal Employment Opportunity Commission (EEOC). The Chicago Office of the OCR can be reached at John C. Kluczynski federal Building, 203 S. Dearborn Street, 37th Floor, Chicago, IL 60604; Telephone: 312-730-1560; FAX: 312-730-1576; TDD: 800-877-8339; Email: OCR.Chicago@ed.gov; Web: http://www.ed.gov/ocr.

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior promptly and facilitate resolution through informal means, if possible. The informal complaint procedure is provided as a less formal option for a Corporation employee, other member of the Corporation community or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

The informal process is available only in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process, and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a Corporation employee, any other adult member of the Corporation community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The COs are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to approach the Respondent directly about the allegedly inappropriate conduct may file an informal or a formal complaint.

In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the CO may advise against the use of the informal complaint process.

A Complainant who alleges harassment based on a protected class or retaliation may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; or 3) to the Superintendent or other Corporation-level employee.

All informal complaints must be reported to one of the COs, who either will facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The Corporation's informal complaint procedure is designed to provide the Complainant with a range of options aimed at bringing about a resolution of the Complainant's concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the alleged Respondent.
B. Distributing a copy Policy 3362 - Anti-Harassment to the individuals in the school building or office where the Respondent works or attends school..
C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or a designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint.

If the Complainant is dissatisfied with the results of the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one (1) of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, the Complainant elects to file a formal complaint from the outset, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

A Complainant may file a formal complaint, either orally or in writing, with a Principal, the CO, the Superintendent, or other Corporation official.

Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available.

If a Complainant informs a teacher, Principal, Superintendent, or other Corporation official, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO still may take whatever actions s/he deems appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful harassment or retaliation.

Simultaneously, the CO will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of relevant policies and/or administrative guidelines, including Policy 3362 - Anti-Harassment. The Respondent also must be informed of the opportunity to submit a written response to the formal complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of harassment based on a protected class or retaliation within fifteen (15) business days of receiving the formal complaint.

The investigation will include:

A. interviews with the Complainant;
B. interviews with the Respondent;
C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations; and
D. consideration of any documentation or other information, presented by the Complainant, Respondent, or any other witnesse that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment of or retaliation toward the Complainant. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if unlawful harassment or retaliation occurred, a preponderance of evidence standard will be used.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/designee, the Superintendent must either issue a decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in harassment of or retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the harassment or retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the specific situation.

A Complainant or Respondent who is dissatisfied with the decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's receipt of the Superintendent's decision. The written statement of appeal must be submitted to the Board President.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment or retaliation regardless of whether the Complainant pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described interviews/meetings

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the OCR, the ICRC or the EEOC, the filing of a charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The Corporation will employ all reasonable efforts to protect the privacy of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Corporation's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed.Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the CO or designee will instruct all members of the Corporation community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

Remedial Actions, Sanctions, and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to, counseling services, reinstatement of leave taken due to the discrimination, or other appropriate action.

The Board may appoint an individual, who may be a Corporation employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly

.**Sanctions and Disciplinary Action**

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and any terms of the relevant collective bargaining agreement or student code of conduct.

When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the age and maturity level of any student involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of any relevant collective bargaining agreement or student code of conduct.

Where the Board becomes aware that a prior disciplinary action has been taken against the Respondent, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation

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 who has made 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.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practice. The Superintendent shall provide appropriate information to all members of the Corporation community related to the implementation of this policy and shall provide training for Corporation students and staff where appropriate. All training and information provided regarding the Board's policy and harassment, in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The CO is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created/or and received as part of an investigation, which may include but are not limited to :

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
C. any documentation that memorializes the actions taken by Corporation personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the Corporation's response to the alleged violation of this policy;
D. written witness statements;
E. narratives, notes from, and audio, video, or digital recordings of witness interviews/statements;
F. e-mails, texts, and social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (ie., not after-the-fact commentary about or media coverage of the incident);
G. notes and summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
J. documentation of any supportive measures offered and/or provided to the Complainant or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;
K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
L. copies of the Board policy and procedures/guidelines used by the Corporation to conduct the investigation and any documents used by the Corporation at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State (e.g., I.C.5-14-3-4) law, such as student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less that three (3) years and longer if required by the Corporation's records retention schedule.

I.C. 35-42-43, 35-42-4-8, 35-42-4-9
29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
29 U.S.C. 794, Section 504 of the Rehabilitation Act of 1973, as amended
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
42 U.S.C. 2000d et seq., Title VI of the Civil Rights Act of 1964
42 U.S.C. 2000e et seq., Title VII of the Civil Rights Act of 1964
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
42 U.S.C. 1983
29 C.F.R. Part 1635
National School Boards Association Inquiry and Analysis – May 2008

Appendix Q

NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY 4122

The School Board does not discriminate on the basis of race, color, national origin, sex, 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.

Notice of the Board's policy on nondiscrimination and the identity of the School Corporation's Compliance Officer(s) (see below) will be published on the Corporation's website, posted throughout the Corporation, and included in the Corporation's recruitment statements or general information publications.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges or is alleged to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who is alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Complainant files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

Corporation community means students, Corporation employees (i.e., administrators, and professional and support staff), and Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include but are not limited to guests and/or visitors on Corporation property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the Corporation community at school-related events/activities (whether on or off Corporation property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Corporation office is open for normal operating hours, Monday-Friday, excluding State-recognized holidays).

Military status: refers to a person's status in the uniformed services, which includes the performance of duty on a voluntary or involuntary basis, in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and performance of duty or training by a member of Indiana organized militia. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any duty listed above.

Corporation Compliance Officer(s)

The Board designates the following individuals to serve as the Corporation's "Compliance Officers" (also known as Civil rights Coordinators")(hereinafter referred to as the "COs").

Dr. Laura Miller, Assistant Superintendent
203 South Heritage Way
Pendleton IN 46064
765-778-2152
lmiller@smcsc.com

Andrew Kruer, Assistant Superintendent
203 South Heritage Way
Pendleton, IN 46064
765-778-2152
akruer@smcsc.com

The names, titles, and contact information of these individuals will be published annually on the Corporation's website and in the staff handbooks.

The COs are responsible for coordinating the Corporation's efforts to comply with applicable Federal and State laws and regulations, including the Corporation's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs also shall verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. A copy of the Acts and regulations on which this notice is based will be made available upon request from the CO.

Reports And Complaints Of Unlawful Discrimination And Retaliation

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 CO within two (2) days.

Discrimination against an individual based on their sex is discrimination in violation of Title VII. Specifically, discrimination on the basis os 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.

COs are required to investigate allegations of conduct involving the discrimination or harassment of an employee or applicant based upon his/her gender status or sexual orientation.

Any questions concerning whether alleged conduct might violate this prohibition should be brought to the CO's attention promptly.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports of unlawful discrimination/retaliation directly from any member of the Corporation community or a Third Party and such reports that initially are made to an administrator, supervisor or other Corporation-level official. Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and initiate either an informal or formal complaint process (depending on the Complainant's request and nature of the alleged discrimination/retaliation), or designate a specific individual to conduct such a process.

The CO will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the Corporation community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Corporation employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Corporation employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the employee should notify immediately other Corporation employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the employee within two (2) business days to advise the Complainant of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedures (See Form 4122 F2)

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights ("OCR"), the Indiana Civil Rights Commission ("ICRC") or the Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior promptly and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who alleges unlawful discrimination or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is available only when the Complainant and Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process, and individuals who participate in the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a Corporation employee or any other adult member of the Corporation community and a student will be investigated formally.

As an initial course of action, if a Complainant feels comfortable and safe doing so, the Complainant should tell or otherwise inform the Respondent that the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. TheComplainant should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel Complainant when taking this initial step or to intervene on behalf of the individual if requested to do so. A Complainant who is uncomfortable or unwilling to approach the Respondent directly about the inappropriate conduct may file an informal or a formal complaint.

In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination), the CO may advise against the use of the informal complaint process.

A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: (1) to a building administrator; (2) directly to the COs; or (3) to the Superintendent or other Corporation-level employee.

All informal complaints must be reported to one of the COs, who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The Corporation's informal complaint procedure is designed to provide the Complainant with a range of options aimed at bringing about a prompt resolution of the Complainant's concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but is not be limited to, one or more of the following:

A. Advising the Complainant about how to communicate concerns to the Respondent.
B. Distributing a copy of Policy 4122 - Nondiscrimination and Equal Opportunity to the individuals in the school building or office where the Respondent works/attends school.
C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint.

If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, the Complainant elects to file a formal complaint from the outset, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

A Complainant may file a formal complaint, either orally or in writing, with a Principal, the CO, the Superintendent, or other Corporation official.

Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a Principal, the Superintendent, or other Corporation official, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred): a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported complaint by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO still may take whatever actions are deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the formal complaint, the CO or a designee, will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 4122 – Nondiscrimination and Equal Employment Opportunity. The Respondent also must be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint.

The investigation will include:

A. interview(s) with the Complainant;
B. interview(s) with the Respondent;
C. interviews with any other witnesses who reasonably may be expected to have any information relevant to the allegations; and
D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee, shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful harassment/retaliation of the Complainant. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent either must issue a written decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final written decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Respondent was engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the specific situation.

A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's receipt of the Superintendent's decision. The written statement of appeal must be submitted to the Board President

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the Complainant pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described interviews/meetings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the OCR, EEOC or ICRC, the filing of charges with a local law enforcement, or a filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The Corporation will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses to the extent possible, consistent with the Corporation's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided during the course of the investigation.

Remedial Action and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant including but not limited to, counseling services, reinstatement of leave taken due to the discrimination, or other appropriate action.

The Board may appoint an individual, who may be an employee of the Corporation, to follow up with the Complainant to ensure that no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

Retaliation

Retaliation against a person who (1) 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.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the Corporation community related to the implementation of this policy and shall provide training for Corporation students and staff where appropriate. All training and information provided regarding the Board's policy and discrimination, in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The CO is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but are not limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
B. any narratives that memorialize oral reports/allegations/complaints/grievance/statements/responses pertaining to an alleged violation of this policy;
C. any documentation that memorializes the actions taken by Corporation personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the Corporation's responses to the alleged violation of this policy;
D. written witness statements;
E. narratives, notes from, and audio, video, or digital recordings of witness interviews/statements;
F. e-mails, texts, and social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
G. notes and summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or table, etc.) but not including transitory notes whose content is otherwise memorialized in other documents;
H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
J. documentation of any supportive measures offered an/or provided to the Complainant or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;
K. documentation of all actions taken, both individually and systematic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
L. copies of the Board policy and procedures/guidelines used by the Corporation to conduct the investigation and any documents used by the Corporation at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);
M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State (e.g., I.C. 5-14-3-4) law, such as student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less that three (3) years and longer if required by the Corporation's records retention schedule.

APPENDIX R

SOUTH MADISON COMMUNITY SCHOOL CORPORATION

Notice of Eligibility to Participate in the 403(b) Plan

The South Madison Community School Corporation (the "District") maintains a 403(b) plan for eligible employees of the District. The plan allows eligible employees to make pre-tax and/or post-tax salary reduction contributions into investments selected by each employee from a list of authorized investments vendors available under the plan. These contributions grow tax deferred until withdrawn by you from the plan.

All common law employees of the District, except student teachers and student workers, are immediately eligible to participate by making salary reduction contributions on a pre-tax and/or post-tax basis under the plan.

For administrative reasons, any eligible employee wishing to participate in the plan must contribute at least $200 per calendar year.

For more information on the plan, investment options and procedures on how you can enroll, contact Alyssa Kummick, Benefits/Assistant Payroll, at 765-778-2152, x-1009 or email akummick@smcsc.com

South Madison Community School Corporation

AUTHORIZED 403 (b) VENDORS

Name of Organization	Contact Person	Phone Number
Corebridge Financial 630 W. Carmel Drive, Suite 140 Carmel IN 46032	Todd Bieberich (PHHS, EAST, MRE, ASC) todd.bieberich@corebridgefinancial.com	317-509-2332
	Alyssa Ulrey (PES-P, PES-I, PHMS) alyssa.ulrey@corebridgefinancial.com www.CorebridgeFinancial.com	317-618-4596
Horace Mann Life Insurance 501 S. 9th St. Suite 18 Noblesville IN 46060	Bob Lucas, Financial Advisor www.horacemann.com	317-219-0303 800-999-1030
Lincoln Financial Group PO Box 487 Huntertown IN 46748	Rebecca Knuth www.lfg.com	260-241-6911 800-454-6265

South Madison Community School Corporation matching contribution is currently 3% of your base, gross salary.

- Employer will match contributions up to 3%, as long as the employee contributes at least the same percentage.

Enrollment/Change Dates: Dec 1 – Jan 1 or Jul 1 – Aug 1

APPENDIX S

SOUTH MADISON COMMUNITY SCHOOL CORPORATION
401(A) PLAN

SUMMARY PLAN DESCRIPTION

SPONSORED BY:

SOUTH MADISON COMMUNITY SCHOOL CORPORATION

EMPLOYER IDENTIFICATION NUMBER: 35-1114508

PLAN NUMBER: 002

EFFECTIVE DATE OF PLAN: January 1, 2001

PLAN YEAR END: December 31

PLAN ADMINISTRATOR: South Madison Community School Corporation

APPENDIX T

TABLE OF CONTENTS

ARTICLE I
INTRODUCTION TO THE PLAN

1.01 WHAT IS THE PURPOSE OF THIS PLAN?

1.02 WHAT TYPE OF RETIREMENT PLAN IS THIS?

1.03 HOW ARE CONTRIBUTIONS TO THE PLAN INVESTED?

1.04 WHAT IS A "QUALIFIED PLAN"?

1.05 WHAT IS A "SUMMARY PLAN DESCRIPTION"?

ARTICLE II
GENERAL PLAN INFORMATION

2.01 HOW CAN THE PLAN BE IDENTIFIED?

2.02 WHO IS THE "PLAN ADMINISTRATOR"?

2.03 WHO IS THE "TRUSTEE"?

2.04 WHO IS THE "AGENT FOR SERVICE OF LEGAL PROCESS"?

ARTICLE III
IMPORTANT DATES

3.01 WHAT IS THE "EFFECTIVE DATE" OF THE PLAN?

3.02 WHAT IS THE "PLAN YEAR"?

3.03 WHAT IS THE "ANNIVERSARY DATE"?

ARTICLE IV
ELIGIBILITY REQUIREMENTS

4.01 HOW DO I BECOME ELIGIBLE TO PARTICIPATE IN THE PLAN?

4.02 WHEN DOES MY PARTICIPATION IN THE PLAN BEGIN?

4.03 WHEN DO I BECOME ELIGIBLE TO RE-ENTER THE PLAN IF I AM REHIRED AFTER TERMINATING MY EMPLOYMENT WITH THE SCHOOL?

ARTICLE V
DEFINITION OF SERVICE WITH THE SCHOOL

5.01 WHAT IS AN "HOUR OF SERVICE"?

5.02 WHAT IS A "YEAR OF SERVICE"?

5.03 WHAT IS A “COMPUTATION PERIOD”?

5.04 DOES SERVICE WITH ANOTHER EMPLOYER COUNT AS SERVICE UNDER THIS PLAN?

5.05 ARE ALL YEARS OF SERVICE RECOGNIZED FOR VESTING PURPOSES?

5.06 WHAT IS “SEPARATION FROM SERVICE”?

5.07 WHAT IS A “BREAK IN SERVICE”?

5.08 WHAT SPECIAL SERVICE REQUIREMENTS DETERMINE WHETHER I RECEIVE AN EMPLOYER CONTRIBUTION DURING A GIVEN PLAN YEAR?

ARTICLE VI
CONTRIBUTIONS TO THE PLAN

6.01 HOW MAY I MAKE CONTRIBUTIONS TO THE PLAN?

6.02 WHAT CONTRIBUTIONS WILL THE SCHOOL MAKE TO THE PLAN

6.03 WHAT ARE “EXCESS DEFERRALS”?

6.04 WHAT ARE “EXCESS CONTRIBUTIONS”?

6.05 WHAT DOES “COMPENSATION” MEAN FOR PLAN PURPOSES?

6.06 DOES THE PLAN ACCEPT TRANSFERRED FUNDS FROM ANOTHER QUALIFIED PLAN?

ARTICLE VII
VESTING IN THE PLAN

7.01 WHAT IS “VESTING”?

7.02 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM MY CONTRIBUTIONS TO THE PLAN

7.03 HOW DOE VESTING AFFECT ANY ACCOUNTS DERIVED FROM THE SCHOOL’S CONTRIBUTIONS TO THE PLAN?

7.04 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM THE SCHOOL’S CONTRIBUTIONS UPON DISABILITY, DEATH, OR RETIREMENT?

7.05 WHAT ARE “FORFEITURES”?

7.06 WHAT HAPPENS TO NON-VESTED MONEY IF I TERMINATE MY EMPLOYMENT AND AM LATER REHIRED?

7.07 WHAT OTHER VESTING RIGHTS DO I HAVE?

ARTICLE VIII
BENEFITS UNDER THE PLAN

8.01 WHAT IS “NORMAL RETIREMENT”?

8.02 WHAT IS “EARLY RETIREMENT”?

8.03 WHAT IS “LATE RETIREMENT”?

8.04 WHAT IS “DISABILITY”?

8.05 WHAT BENEFITS ARE PROVIDED UPON MY SEPARATION FROM SERVICE?

8.06 DOES THE PLAN PROVIDE FOR PARTICIPANT LOANS?

8.07 DOES THE PLAN ALLOW YOU TO DIRECT INVESTMENT OF FUNDS IN YOUR ACCOUNTS?

ARTICLE IX
BENEFIT PAYMENT OPTIONS

9.01 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME AFTER I TERMINATE EMPLOYMENT WITH THE SCHOOL?

9.02 DO DISTRIBUTIONS OF DIFFERENT AMOUNTS RECEIVE SPECIAL TREATMENT?

9.03 WHEN MUST MY BENEFITS BE PAID?

9.04 ARE MY PLAN BENEFITS INSURED?

9.05 HOW ARE PLAN BENEFITS TAXED AND WHAT PENALTIES MAY APPLY UPON DISTRIBUTION?

ARTICLE X
THE CLAIMS REVIEW PROCEDURE

10.01 WHAT CLAIMS PROCEDURES APPLY TO ANNUITY CONTRACTS?

10.02 WHAT IS A “QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)?

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.01 WHAT HAPPENS IF I LEAVE THE SCHOOL TO PERFORM MILITARY SERVICE, AND THEN RETURN TO THE SCHOOL?

ARTICLE XII
AMENDMENT AND TERMINATION OF THE PLAN

12.01 CAN THE PLAN BE AMENDED?

12.02 CAN THE PLAN BE TERMINATED

INDEX OF TERMS

ARTICLE II
GENERAL PLAN INFORMATION

There is certain general information about the Plan that you should know. This information is contained in this section.

2.01 HOW CAN THE PLAN BE IDENTIFIED?

A. The name of the Plan is South Madison Community School Corporation 401(A) Plan.
B. The School has assigned Plan Number 002 to this Plan.
C. The School's full name, address and Employer Identification Number (EIN) are listed below:

South Madison Community School Corporation
203 S. Heritage Way
Pendleton, Indiana 46064
35-1114508

2.02 WHO IS THE "PLAN ADMINISTRATOR"?

The Plan Administrator is the person or organization responsible for keeping the records of the Plan and the day-to-day operation of the Plan. The Plan Administrator will also answer any questions you may have concerning the Plan's operation. The name, address and telephone number of the Plan Administrator is listed below:

South Madison Community School Corporation
203 S. Heritage Way
Pendleton, Indiana 46064
(765) 778-2152

2.03 WHO IS THE "TRUSTEE"?

The Plan is not a trusteed plan. As explained in Article I, the contributions made by the School to the Plan must be invested in annuity contracts issued by The Variable Annuity Life Insurance Company (Corebridge Financial) or any other suitable insurance company contracts selected by the school.

2.04 WHO IS THE "AGENT FOR SERVICE OF LEGAL PROCESS"?

The name, address and telephone number of the Plan's Agent for Service of Legal Process are listed below:

South Madison Community School Corporation
203 S. Heritage Way
Pendleton, Indiana 46064
(765) 778-2152

Service of legal process concerning the Plan may also be made upon the School. The Plan will be governed by the laws of the state of Indiana, except for those matters in which federal law preempts state law.

ARTICLE III
IMPORTANT DATES

3.01 WHAT IS THE "EFFECTIVE DATE" OF THE PLAN?

The provisions of the School's Plan became operative on the "Effective Date". The Effective Date is January 1, 2001.

3.02 WHAT IS THE "PLAN YEAR"?

The Plan is based on a 12-month period known as the Plan Year. The first Plan Year begins on January 1, 2001 and ends on December 31, 2001. The second and subsequent Plan Years begin on January 1 and end on December 31.

3.03 WHAT IS THE "ANNIVERSARY DATE"?

Certain valuations and distributions are made on the Anniversary Date of the Plan, which is the first day of each Plan Year.

ARTICLE IV
ELIGIBILITY REQUIREMENTS

4.01 HOW DO I BECOME ELIGIBLE TO PARTICIPATE IN THE PLAN?

A. Eligible Class of Employees. You may become eligible to participate in the Plan unless you are a member of a class of Employees excluded in subsection B. below.

B. Excluded Employees. All Employees can become eligible to participate in the Plan except:
(1) Employees who normally work less than 20 hours per week.
(2) Student employees, and
(3) Nonresident aliens.

C. Eligibility Requirement. There are no age or service requirements. If you are an Employee in the Eligible class and are not an Excluded Employee, you will be eligible to participate in the Plan upon the date your employment begins.

4.02 WHEN DOES MY PARTICIPATION IN THE PLAN BEGIN?

After you have satisfied the Plan's eligibility requirements to participate in the Plan, if any, you will become a Participant in the Plan. You will become a Participant on a specified day of the Plan Year. This day is called the "Plan Entry Date".

If you are employed on the Effective Date of the Plan and have satisfied the eligibility requirements, your Plan Entry date is the Plan's Effective Date. Otherwise, you will enter the Plan on the Plan Entry Date indicated below:

The Plan Entry Date is the date your employment with the School begins.

4.03 WHEN DO I BECOME ELIGIBLE TO RE-ENTER THE PLAN IF I AM REHIRED AFTER TERMINATING MY EMPLOYMENT WITH THE SCHOOL?

If you are reemployed after a Break in Service (see section 5.07), you will become eligible to participate in the Plan as of the later of the date you return or the date you satisfy the eligibility requirements of section 4.01. Years of Service before such Break in Service will not be taken into account until you have completed a Year of Service after returning to employment.

ARTICLE V
DEFINITION OF SERVICE WITH THE SCHOOL

5.01 WHAT IS AN "HOUR OF SERVICE"?

The term "Hour of Service" has a special meaning for Plan purposes. You will be credited with an Hour of Service for:

(a) Each hour for which you are paid, or entitled to payment, for the performance of duties for the School; plus,
(b) Each hour for which you are paid, or entitled to payment, by the School for a period of time during which no duties are performed for the following reasons: vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty, or leave of absence; plus,
(c) Each hour for which back pay is awarded or agreed to by the School.

You will be credited with Hours of Service on the basis of actual hours worked.

5.02 WHAT IS A "YEAR OF SERVICE"?

The term "Year of Service" is used throughout this Summary Plan Description and is very important. For vesting purposes, a Year of Service shall mean a Computation Period during which the School employs you and during which you receive one (1) year of service credit for purposes of either the Indiana State Teachers' Retirement Fund or the Indiana Public Employees Retirement Fund. You will not receive more than one (1) Year of Service for vesting purposes during any single Computation Period.

5.03 WHAT IS A "COMPUTATION PERIOD"?

A. For Eligibility Purposes. This section is not applicable. The Plan does not include a service requirement for eligibility purposes.
B. For Vesting Purposes. The Computation Period for calculating a Year of Service for vesting purposes will be the Plan Year.

5.04 DOES SERVICE WITH ANOTHER EMPLOYER COUNT AS SERVICE UNDER THIS PLAN?

Only Years of Service with the School are recognized by this Plan.

5.05 ARE ALL YEARS OF SERVICE RECOGNIZED FOR VESTING PURPOSES?

All Years of Service with the School will be counted for Vesting purposes.

5.06 WHAT IS "SEPARATION FROM SERVICE"?

"Separation from Service" is the date your employment with the School terminates for any reason.

5.07 WHAT IS A "BREAK IN SERVICE"?

A "Break in Service" is a Computation Period in which you do not complete more than 500 Hours of Service with the School. You will not be considered to have a Break in Service in the Plan Year in which you become a Participant, die, retire or become disabled. You will receive credit for Hours of Service for certain authorized

leaves of absence and maternity or paternity leaves of absence.

You will be credited with a certain number of Hours of Service automatically, even if you are not at work, if you are absent for one of the following reasons: (a) pregnancy, (b) the birth of a child, (c) adoption of a child, or (d) for purposes of caring for such a child for a period immediately following such birth or placement. You must furnish to the Plan Administrator, in a timely manner, such information as the Plan Administrator may reasonably require to establish that the absence is for the permitted reasons. This will not increase the number of Years of Service that would otherwise be credited to you, but will prevent you from sustaining a Break inService.

A period of unpaid FMLA leave will not be treated or counted as a Break in Service for purposes of vesting or eligibility to participate. This will not increase the number of Years of Service that would otherwise be credited to you, but will prevent you from sustaining a Break in Service. If any FMLA leave is also covered under the preceding paragraph regarding maternity or paternity absences, the more generous of the two rules will apply.

If you terminate your employment with the School and are rehired before a Break in Service, your service before and after the Break will be counted for eligibility and Vesting only after you have completed one Year of Service following the date you are rehired.

If you are rehired before having 5 or more consecutive Breaks in Service and were vested in any portion of your Account derived from Employer contributions, you will receive credit for all Years of Service credited to you before your Break in Service.

You will receive credit for all Years of Service credited to you before your Break in Service if you are rehired after five or more consecutive one-year Breaks in Service, and:

(a) You were vested in any portion of your Accounts derived from Employer Contributions; or,
(b) Your number of prior Years of Service exceeds that of the Breaks in Service.

If you do not have a "vested interest" (see Article VII) in any of the Employer contributions to your Accounts and are reemployed following a Break in Service, you will lose credit for your pre-break Years of Service if the number of your consecutive one-year Breaks in Service exceeds or equals the greater of:

(a) Five; or
(b) The number of your pre-break Years of Service.

5.08 WHAT SPECIAL SERVICE REQUIREMENTS DETERMINE WHETHER I RECEIVE AN EMPLOYER CONTRIBUTION DURING A GIVEN PLAN YEAR?

There are no special service requirements for receiving Employer Matching Contributions.

ARTICLE VI
CONTRIBUTIONS TO THE PLAN

6.01 HOW MAY I MAKE CONTRIBUTIONS TO THE PLAN?

You are not required to make contributions to this Plan. The School will match (see 6.02 of this

section) your Elective Deferrals made to the South Madison Community School Corporation 403(b) Plan. For details regarding these Employee Contributions, please see the Summary Plan Description for the other Plan.

6.02 WHAT CONTRIBUTIONS WILL THE SCHOOL MAKE TO THE PLAN?

The following contributions will be made for you if you are eligible for Employer Contributions:

The School will contribute $1.00 for every $1.00 of the Elective Deferrals you make to the South Madison Community School Corporation 403(b) Plan. For purposes of the Employer's Matching Contribution, your Elective Deferrals in excess of a specified amount of your Compensation will not be taken into account. The School shall have the discretion to vary the contribution rate from Plan Year to Plan Year and contribution rates may vary between different classifications of Participants, including certified teachers, certified administrators, classified administrators, classified employees, and any other classification as the Employer shall periodically determine.

6.03 WHAT ARE "EXCESS DEFERRALS"?

This section is not applicable.

6.04 WHAT ARE "EXCESS CONTRIBUTIONS"?

This section is not applicable.

6.05 WHAT DOES "COMPENSATION" MEAN FOR PLAN PURPOSES?

A. Definition. For Plan purposes, Compensation means the total compensation paid to you by the School during the Plan Year.

B. Excluded Compensation. The following forms of Compensation, however, will not be taken into account for purposes of the Plan: **Extracurricular Pay, Stipends, and Overtime Pay**.

C. Compensation Prior to Plan Entry Date. In the Plan Year in which you become eligible for Employer Contributions, the School will make contributions for you based on the Compensation you earned for the entire Plan Year.

D. Maximum Compensation. For Plan Years beginning on or after January 1, 2001, the maximum amount considered will be $200,000 (as indexed for inflation).

6.06 DOES THE PLAN ACCEPT TRANSFERRED FUNDS FROM ANOTHER QUALIFIED PLAN?

You may transfer funds from another plan to this Plan. This may be done by first rolling the distribution from the other plan to an individual Retirement Account (IRA), and then moving the IRA funds to the Plan. Or, the Trustee or Plan Administrator of the other plan may transfer your distribution directly to this Plan. In the event of such a transfer, a separate nonforfeitable "Participant's Rollover Account" will be maintained within the Plan for you. However, any distribution restrictions in your prior plan will continue to apply to funds that are transferred.

The School may also transfer money from this Plan to another plan on your behalf if you qualify to receive a distribution from this Plan, if such a transaction is allowed under current law, and if the new plan will accept the transfer.

ARTICLE VII
VESTING IN THE PLAN

7.01 WHAT IS "VESTING"?

"Vesting" is that portion of your Accounts that cannot be forfeited. It is directly related to your length of service with the School and is expressed as a percentage of your Account balances. Other terms, which may be used to represent your Vesting, are "nonforfeitable interest", "vested interest" or "vested percentage".

7.02 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM MY CONTRIBUTIONS TO THE PLAN?

Please refer to the Summary Plan Description for the South Madison Community School Corporation 403(b) Plan for details regarding the effect of Vesting on your Elective Deferrals.

7.03 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM THE SCHOOL'S CONTRIBUTIONS TO THE PLAN?

Your "vested percentage" in your Accounts derived from the School's Contributions is determined by the Vesting schedule elected by the School.

The following schedule may not apply upon your Disability, death, or retirement (normal or early, if applicable). Section 7.04 below will explain any special Vesting provisions which apply upon any of the above-mentioned events.

Please note that the term "Year of Service" has a specific meaning under the terms of this Plan, as explained in Article V.

The Plan's Vesting schedule for the School's Contributions is as follows:

0%	after	1 Year (s)	of Service
20%	after	2 Years	of Service
40%	after	3 Years	of Service
60%	after	4 Years	of Service
80%	after	5 Years	of Service
100%	after	6 Years	of Service

7.04 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM THE SCHOOL'S CONTRIBUTIONS UPON DISABILITY, DEATH, OR RETIREMENT?

A. Disability. If you become disabled (see section 8.04) while employed by the School, the portion of your Accounts derived from Employer Contributions will be fully vested.
B. Death. If you die while actively employed by the School, the portion of your Accounts derived from Employer Contributions will be fully vested.
C. Early Retirement. This section is not applicable.
D. Normal Retirement. Upon your Normal Retirement Age (see section 8.01) while still employed by the School, the portion of your Accounts derived from Employer Contributions will be fully vested.

7.05 WHAT ARE "FORFEITURES"?

"Forfeitures" are created when a Participant terminates employment before becoming entitled to 100% of the Accounts derived from the School's contributions.

Forfeitures will be used by the School to offset part of its future contributions to the Plan.

7.06 WHAT HAPPENS TO NON-VESTED MONEY IF I TERMINATE MY EMPLOYMENT AND AM LATER REHIRED?

If you are rehired after a Separation from Service, you will permanently forfeit any benefits that were not vested upon your Separation from Service.

7.07 WHAT OTHER VESTING RIGHTS DO I HAVE?

If the Plan's Vesting schedule is amended at a later date, your vested benefit under the amendment must be at least as great as that prior to the amendment. You may elect to have your vested percentage calculated under the pre-amendment Vesting schedule if you have at least 3 Years of Service as of the date the amendment is adopted.

ARTICLE VIII
BENEFITS UNDER THE PLAN

8.01 WHAT IS "NORMAL RETIREMENT"?

A. Normal Retirement Age. Your Normal Retirement Age is the date on which you reach age 65.
B. Normal Retirement Date. Your Normal Retirement Date is the first day of the month coinciding with or preceding your Normal Retirement Age.

8.02 WHAT IS "EARLY RETIREMENT"?

This Plan does not provide for specific Early Retirement Benefits. This event is treated like any other Separation from Service under Article VII (see section 8.05).

8.03 WHAT IS "LATE RETIREMENT"?

You may continue to work beyond your Normal Retirement Date. Your Late Retirement Date is the Anniversary Date coinciding with or next following the date on which you retire after having reached your Normal Retirement Date. You will continue to participate in the Plan until you actually retire.

8.04 WHAT IS "DISABILITY"?

Under the Plan, Disability is defined as "any medically determined physical or mental impairment which is expected to last at least a year or result in death and which results in your inability to engage in any substantial and gainful employment". Medical evidence must be furnished to support the permanence and degree of such Disability.

8.05 WHAT BENEFITS ARE PROVIDED UPON MY SEPARATION FROM SERVICE?

The Plan is designed to encourage you to stay with the School until retirement. If you terminate your employment prior to retirement, you will be entitled to the "vested percentage" of the contributions, if any, made by the School to your Accounts. Non-vested balances, if any will be forfeited.

8.06 DOES THE PLAN PROVIDE FOR PARTICIPANT LOANS?

The Plan does not provide for loans.

8.07 DOES THE PLAN ALLOW YOU TO DIRECT INVESTMENT OF FUNDS IN YOUR ACCOUNTS?

The Plan allows you to direct investment of the funds in your Accounts. You are authorized to give directions to the Plan Administrator (or Trustee, if any) in such form as they may require concerning the investment of

your Accounts. Neither the School nor the Plan Administrator (nor the Trustee, if any) is required to advise you in any investment decisions. You may revoke your decision to direct the future investment of your Accounts at any time in such form as required. You will be responsible for any loss or expense that may arise as a result of your investment decisions. The Plan Administrator will provide you with further information upon request. Additionally, if the Plan receives funds from you without the necessary paperwork from you giving directions for the investment of your Account, the School shall direct the investment of those funds until instructions are received from you.

ARTICLE IX
BENEFIT PAYMENT OPTIONS

9.01 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME AFTER I TERMINATE EMPLOYMENT WITH THE SCHOOL?

Your vested benefit is normally paid upon your death, Disability or retirement. If you terminate employment before any of these events, your vested benefit may be segregated into a separate account, pending payment to you.

HOWEVER, YOU MAY ELECT TO RECEIVE YOUR BENEFIT IN CASH PRIOR TO ONE OF THE ABOVE EVENTS SUBSEQUENT TO YOUR TERMINATION.

9.02 DO DISTRIBUTIONS OF DIFFERENT AMOUNTS RECEIVE SPECIAL TREATMENT?

All distributions receive the same treatment, regardless of the amount.

9.03 WHEN MUST MY BENEFITS BE PAID?

Latest Beginning Date. You must begin receiving benefit distributions no later than April 1 of the calendar year after the year in which you reach 70-1/2 or retire, whichever is later, if you are not a 5%owner. If you are a 5% owner, you must begin receiving benefit distributions no later than April 1 of the calendar year after the year in which you reach age 70-1/2.

If you reached age 70-1/2 prior to 1998, special options may be available. You should contact your Plan Administrator for additional information regarding these options. If you attained age 70-1/2 after 1995, you may choose whether to begin your distributions at age 70-1/2 or wait until you actually retire.

Basically, the method of distribution you elect must provide that 100% of your benefits be distributed over your lifetime, or over the lifetimes of you and your named Beneficiary. If the Beneficiary named is not your spouse and there is a substantial age difference, minimum death incidental benefit rules will require that a higher percentage be distributed over your life expectancy. Life expectancies (except in the case of an annuity) of you and your spouse Beneficiary may be recalculated annually; life expectancies of non spouse Beneficiaries may not be recalculated.

Insufficient distributions will be subject to a 50% penalty tax, based on the amount of shortfall. Since this penalty is very severe, and the rules governing distributions are complex, competent professional advice should be obtained.

9.04 ARE MY PLAN BENEFITS INSURED?

The Pension Benefit Guaranty Corporation (PBGC) is a government agency that insures certain benefits provided under "defined benefit" pension plans. This Plan is not a "defined benefit" plan and thus, is not insured by the PBGC.

9.05 HOW ARE PLAN BENEFITS TAXED AND WHAT PENALTIES MAY APPLY UPON DISTRIBUTION?

A. Withdrawals. A ten percent penalty tax applies on distributions for reasons other than the following events:

(1) Death;
(2) Disability;
(3) Separation from Service during or after the year in which you reach age 55;
(4) Age 59 ½ ;
(5) If the withdrawal is to cover tax deductible, uninsured medical expenses;
(6) In the form of an annuity based on life expectancy or in the form of substantially equal installments paid at least annually and based on your life expectancy (such payments must continue until you reach age 59 ½ and last at least five years); or,
(7) If pursuant to a Qualified Domestic Relations Order (see section 10.02).

B. Required Minimum Distributions. A fifty percent excise tax is imposed on plan distributions that do not meet the minimum Internal Revenue Code required minimum distributions and required distributions beginning date (see section 9.03).

C. Rollovers. Generally, you may defer or reduce taxes, which would otherwise be due, by transacting a rollover to an IRA (individual retirement account/annuity) or another qualified employer plan. As of January 1, 1993, you have the following two rollover options available.

(1) Direct Rollovers: You may have a distribution from the Plan paid directly to an IRA, 403(b) plan or another qualified plan by the payer or Plan Administrator. The distribution check is made payable to the trustee, custodian or issuer of the IRA or qualified plan receiving the distribution. If you transact a "direct rollover," the distribution will not be subject to mandatory 20% federal income tax withholding.

(2) Participant Rollovers: If you elect to personally receive a distribution eligible for rollover, that is, the distribution check is made payable to you, the payer or Plan Administrator is required to withhold 20% from the distribution and send it to the IRS. The amount withheld is subject to income tax and, if you are under age 59 ½, an additional 10% penalty tax may apply. Taxation of the withheld amount may be avoided only if, within 60 days of the date you receive the distribution, you rollover the following amounts to an IRA, 403(b) plan or another qualified plan:

(a) The 80% of the distribution you receive; plus,

(b) An amount obtained from funds on hand which is equal to the 20% withheld.

Example: A is eligible to receive a $10,000 distribution from the qualified plan. If A elects a direct rollover, the $10,000 will be paid by the Plan directly to A's IRA, 403(b) plan, or other qualified plan.

If A elects to personally receive the $10,000 distribution, the following will occur:

1) A will receive a check for $8,000, reflecting mandatory 20% withholding of $2,000. A then has 60 days to rollover the $8,000 to an IRA, 403(b) plan, or another qualified plan to avoid tax on the $8,000 for that year.

(2) Within the same 60-day period, A will have to replace the $2,000 and rollover that amount. Otherwise, the $2,000 withheld will be taxable income that year and may also be subject to an additional 10% penalty tax if A was under age 59 ½ on the date he received the distribution.

You will be provided information regarding direct rollovers and mandatory withholding when you request a distribution. It is important that you review this information carefully and consult your tax advisor before making your distribution election.

D. Five and Ten Year Averaging and Capital Gains. Alternatively, you may elect treatment of your distribution under the favorable "five-year averaging", "ten-year averaging" or "capital gains" method, assuming you meet certain eligibility rules. If you were age 50 as of January 1, 1986, you may be eligible for this more favorable tax treatment. These methods were limited by the Tax Reform Act of 1986 and the Small Business Job Protection Act of 1996, and so are no longer available for most participants.

ARTICLE X
THE CLAIMS REVIEW PROCEDURE

10.01 WHAT CLAIMS PROCEDURES APPLY TO ANNUITY CONTRACTS?
Your application for benefits must be made to the life insurance company that has issued the annuity contract under which the benefits are payable. You must provide the application on such forms and in accordance with the terms of the annuity contract under which your claim is made.

The life insurance company will respond to any such application within a reasonable period, not to exceed 90 days after its receipt of the application. If your application for benefits is denied, the life insurance company must furnish you with written notice of the specified reasons for the denial and a description of any additional information needed from you, or further steps required of you. You may appeal any such denial by making written application to the life insurance company, which must respond in writing to any such request for review within 60 days of its receipt and must give specific reasons if the appeal is denied.

10.02 WHAT IS A "QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)"?
As a general rule, the law provides that your interest in your Accounts may not be "alienated". This means that your interest may not be sold, used as collateral for a loan or debt, or otherwise transferred. Also, your creditors may not attach, garnish or otherwise interfere with your Accounts.

There is an exception to this rule. The Plan Administrator may be required to recognize obligations you incur as a result of court-ordered child support or alimony payments. The Plan Administrator is required to honor a "Qualified Domestic Relations Order" (QDRO). A QDRO is defined as a court order or decree that requires you to pay child support or alimony, or otherwise allocates a portion of your assets to a spouse, former spouse, child or other legal dependent (Alternate Payee). If the Administrator receives a QDRO, all or a portion of your Accounts may be used to meet its terms.

This Plan will permit a distribution to an Alternate Payee prior to the earliest time that you would be eligible for a distribution from the Plan.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.01 WHAT HAPPENS IF I LEAVE THE SCHOOL TO PERFORM MILITARY SERVICE, AND THEN RETURN TO THE SCHOOL?

If you leave the service of the School to perform military service, and then return to the School after that period of military service, you may be entitled to contributions, service credits, or other benefits under the Plan with respect to that period. You should consult the Plan Administrator if you believe this provision may apply to you.

ARTICLE XII
AMENDMENT AND TERMINATION OF THE PLAN

12.01 CAN THE PLAN BE AMENDED?

The School may amend the Plan at any time, at its sole discretion. However, no amendment may result in a reduction of any Participant's vested interest or cause any portion of the Plan's assets to revert back to the School. No amendment may eliminate or reduce any optional form of distribution or benefit provided by the Plan. No amendment may authorize the use of Plan assets for purposes other than the exclusive benefit of Participants and their Beneficiaries.

If the Plan's Vesting schedule is amended, and you have at least 3 Years of Service, you may elect to have your vested percentage computed using the pre-amendment Vesting schedule.

12.02 CAN THE PLAN BE TERMINATED?

The School may terminate the Plan at any time, at its sole discretion. Upon termination, all amounts credited to your Accounts will become 100% vested. A complete discontinuance of contributions, in the case of a profit sharing plan, constitutes a termination.

Upon termination, the insurance company(ies) or other financial institutions holding assets of this Plan will distribute the contracts held on your behalf to you, or will transfer the contracts to a successor plan, if you so direct.

INDEX OF TERMS

	SECTION
Agent for Service of Legal Process	2.04
Anniversary Date	3.03
Break in Service	5.07
Compensation	6.05
Computation Period	5.03
Disability	8.04
Early Retirement	8.02
Effective Date	3.01
Employee Contributions	6.01
Excess Contributions	6.04
Excess Deferrals	6.03
Forfeitures	7.05
Hour of Service	5.01
Normal Retirement	8.01
Plan Administrator	2.02
Plan Entry Date	4.02
Plan Year	3.02
Qualified Domestic Relations Order (QDRO)	10.02
Separation from Service	5.06
Summary Plan Description	1.05
Trustee	2.03
Vesting	7.01
Year of Service	5.02

SOUTH MADISON COMMUNITY SCHOOL CORPORATION
403 (B) PLAN

SUMMARY PLAN DESCRIPTION

SPONSORED BY:

SOUTH MADISON COMMUNITY SCHOOL CORPORATION

EMPLOYER IDENTIFICATION NUMBER: 35-1114508

PLAN NUMBER: 001

EFFECTIVE DATE OF PLAN: January 1, 2001

PLAN YEAR END: December 31

PLAN ADMINISTRATOR: South Madison Community School Corporation

APPENDIX U

TABLE OF CONTENTS

ARTICLE I
INTRODUCTION TO THE PLAN

1.01 WHAT IS THE PURPOSE OF THIS PLAN?

1.02 WHAT TYPE OF RETIREMENT PLAN IS THIS?

1.03 HOW ARE CONTRIBUTIONS TO THE PLAN INVESTED?

1.04 WHAT IS A "SUMMARY PLAN DESCRIPTION"?

ARTICLE II
GENERAL PLAN INFORMATION

2.01 HOW CAN THE PLAN BE IDENTIFIED?

2.02 WHO IS THE "PLAN ADMINISTRATOR"?

2.03 WHO IS THE "AGENT FOR SERVICE OF LEGAL PROCESS"?

ARTICLE III
IMPORTANT DATES

3.01 WHAT IS THE "EFFECTIVE DATE" OF THE PLAN?

3.02 WHAT IS THE "PLAN YEAR"?

ARTICLE IV
ELIGIBILITY REQUIREMENTS

4.01 MAY ALL EMPLOYEES OF THE SCHOOL MAKE ELECTIVE DEFERRALS?

4.02 WHAT ADDITIONAL ELIGIBILITY REQUIREMENTS APPLY?

ARTICLE V
CONTRIBUTIONS TO THE PLAN

5.01 WHAT ARE "ELECTIVE DEFERRALS"?

5.02 WHAT ARE "EXCESS DEFERRALS"?

5.03 DOES THE PLAN ACCEPT TRANSFERRED FUNDS FROM ANOTHER 403(B)?

ARTICLE VI
VESTING IN THE PLAN

6.01 WHAT IS "VESTING"?

6.02 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM MY CONTRIBUTIONS TO THE PLAN?

ARTICLE VII
BENEFITS UNDER THE PLAN

7.01 WHAT IS “NORMAL RETIREMENT”?

7.02 WHAT IS “EARLY RETIREMENT”?

7.03 WHAT IS “DISABILITY”?

7.04 WHAT BENEFITS ARE PROVIDED UPON MY SEPARATION FROM SERVICE?

7.05 DOES THE PLAN PROVIDE FOR PARTICIPANT LOANS?

7.06 DOES THE PLAN ALLOW HARDSHIP WITHDRAWALS?

ARTICLE VIII
BENEFIT PAYMENT OPTIONS

8.01 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME WHILE I AM STILL EMPLOYED BY THE SCHOOL?

8.02 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME AFTER I TERMINATE EMPLOYMENT WITH THE SCHOOL?

8.03 WHEN MUST MY BENEFITS BE PAID?

8.04 ARE MY PLAN BENEFITS INSURED?

8.05 HOW ARE PLAN BENEFITS TAXED AND WHAT PENALTIES MAY APPLY UPON DISTRIBUTION?

ARTICLE IX
THE CLAIMS REVIEW PROCEDURE

9.01 WHAT CLAIMS PROCEDURES APPLY TO ANNUITY CONTRACTS?

9.02 WHAT IS A “QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)”?

ARTICLE X
MISCELLANEOUS PROVISIONS

10.01 WHAT HAPPENS IF I LEAVE THE SCHOOL TO PERFORM MILITARY SERVICE, AND THEN RETURN TO THE SCHOOL?

ARTICLE XI
AMENDMENT AND TERMINATION OF THE PLAN

11.01 CAN THE PLAN BE AMENDED?

11.02 CAN THE PLAN BE TERMINATED?

INDEX OF TERMS

SOUTH MADISON COMMUNITY SCHOOL CORPORATION
403 (B) PLAN

ARTICLE I
INTRODUCTION TO THE PLAN

1.01 WHAT IS THE PURPOSE OF THIS PLAN?
SOUTH MADISON COMMUNITY SCHOOL CORPORATION (hereinafter "the School") has established a Plan in order to provide funds for your retirement and to provide funds for your beneficiary(ies) in the event of your death. The Plan was established for the exclusive benefit of the Participants and their Beneficiaries.

1.02 WHAT TYPE OF RETIREMENT PLAN IS THIS?
This Plan is a "Tax Deferred Annuity" or "403(b)" Plan. "403(b)" is the section of the Internal Revenue Code that governs this type of plan.

The Plan is funded through the purchase of annuity contracts from The Variable Annuity Life Insurance Company (Corebridge Financial) (annuities from other companies may be offered, if permitted by the School) or in mutual funds, as elected by you in writing.

Each year you may elect, in writing, to defer a portion of your Compensation. The amount of your deferral is then used to purchase annuity contracts on your behalf. Your deferral is on a pre-tax basis, meaning that it is not subject to federal income tax (but is subject to Social Security taxes) and results in a deduction from your taxable income for that year. Depending on the laws of your state, your deferral may also be deductible from your taxable income for state income tax purposes.

1.03 HOW ARE CONTRIBUTIONS TO THE PLAN INVESTED?
Contributions to the Plan are invested in annuity contracts issued by Corebridge Financial (and any other life insurance companies approved by the School) or in mutual funds, or both. Annuity contracts provide for contributions to be held and credited with interest, or gains and losses, depending on the type of contract. Your benefit payments under these annuity contracts may be in the form of periodic payments to you at regular intervals either for a period certain or for one or more lives.

Each annuity contract issued to Participants in the Plan must meet the requirements of Section 403(b) of the Internal Revenue Code and other IRS guidelines that govern a 403(b) Plan.

Contributions to the Plan on your behalf may be invested in custodial accounts pursuant to Section 403(b) (7) of the Internal Revenue Code. One common form of these custodial accounts is known as a "mutual fund". Any such custodial accounts made available under the Plan must be maintained by a mutual fund company or other similar financial institution permitted by the Secretary of the Treasury.

All contributions made to the Plan on your behalf will be placed in individual Accounts in your name. The Plan will maintain control of these Accounts as long as they remain under the Plan.
YOU SHOULD CAREFULLY REVIEW THE CONTRACT, CERTIFICATION, PROSPECTUS, OR OTHER MATERIAL PROVIDED BY THE SCHOOL OR THE INSURANCE COMPANY TO UNDERSTAND YOUR OPTIONS UNDER THE CONTRACT, HOW THE PLAN FUNDS ARE INVESTED, AND ANY CHARGES WHICH MAY APPLY. HOWEVER, IF THERE IS EVER A CONFLICT BETWEEN THE PROVISIONS OF THIS PLAN AND ANY MATERIAL YOU RECEIVE FROM

COREBRIDGE FINANCIAL (OR ANY OTHER LIFE INSURANCE COMPANY APPROVED BY THE SCHOOL), ANY MUTUAL FUND COMPANY, OR BOTH, THE PLAN PROVISIONS WILL APPLY. ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE PLAN ADMINISTRATOR.

1.04 WHAT IS A "SUMMARY PLAN DESCRIPTION"?

The Summary Plan Description is a brief explanation of the Plan as well as of your rights, obligations, and benefits under the Plan. This Summary Plan Description is not intended to interpret, extend or change the provisions of the Plan in any way. The provisions of the Plan may be determined accurately only by reading the actual provisions of the Plan document, copies of which may be obtained from the School. The Plan Administrator (see section 2.02) will answer any questions concerning the Plan or this Summary Plan Description.

Certain words, which are capitalized, are "defined terms". That is, they are defined for this Plan in a certain way. The definitions are provided throughout this Summary Plan Description and an alphabetical index of the terms can be found at the back.

In the event of any discrepancy between this Summary Plan description and the actual provisions of the Plan, the Plan will govern.

ARTICLE II
GENERAL PLAN INFORMATION

There is certain general information about the Plan which you should know. This information is contained in this section.

2.01 HOW CAN THE PLAN BE IDENTIFIED?

A. The name of the Plan is SOUTH MADISON COMMUNITY SCHOOL CORPORATION 403 (B) PLAN.

B. The School has assigned Plan Number 001 to this Plan.

C. The School's full name, address and Employer Identification Number (EIN) are listed below:

South Madison Community School Corporation
203 S. Heritage Way
Pendleton, Indiana 46064
35-1114508

2.02 WHO IS THE "PLAN ADMINISTRATOR"?

The Plan Administrator is the person or organization responsible for keeping the records of the Plan and the day-to-day operation of the Plan. The Plan Administrator will also answer any questions you may have concerning the Plan's operation. The name, address and telephone number of the Plan Administrator is listed below:

South Madison Community School Corporation
203 S. Heritage Way
Pendleton, Indiana 46064

(765) 778-2152

2.03 WHO IS THE "AGENT FOR SERVICE OF LEGAL PROCESS"?
The name, address and telephone number of the Plan's Agent for Service of Legal Process is listed below:

South Madison Community School Corporation
203 S. Heritage Way
Pendleton, Indiana 46064
(765) 778-2152

Service of legal process concerning the Plan may also be made upon the School. The Plan will be governed by the laws of the state of Indiana except for those matters in which federal law preempts state law.

ARTICLE III
IMPORTANT DATES

3.01 WHAT IS THE "EFFECTIVE DATE" OF THE PLAN?
The provisions of the School's Plan became operative on the "Effective Date". The Effective Date of the Plan, as amended, is January 1, 2001.

3.02 WHAT IS THE "PLAN YEAR"?
The Plan is based on a 12-month period known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

ARTICLE IV
ELIGIBILITY REQUIREMENTS

4.01 MAY ALL EMPLOYEES OF THE SCHOOL MAKE ELECTIVE DEFERRALS?
All Employees are eligible to make Elective Deferrals (see section 5.01) except the following:

(a) Employees who normally work less than 20 hours per week,

(b) Student employees,

(c) Nonresident aliens, and

(d) Independent contractors who are considered "leased employees" of the School for certain federal income tax purposes.

4.02 WHAT ADDITIONAL ELIGIBILITY REQUIREMENTS APPLY?
There are no other requirements. If you are not a member of an excluded group, you will be eligible to begin making Elective Deferrals to the Plan upon the date your employment begins. The School may impose administrative limitations on when and how often you may start, stop, or change the amount of your deferrals in any year.

ARTICLE V
CONTRIBUTIONS TO THE PLAN

5.01 WHAT ARE "ELECTIVE DEFERRALS"?

A. Definition. You may contribute to the Plan by entering into a salary reduction agreement with the School, whereby you agree to reduce your future salary payments by a specific amount, and the School agrees to apply such salary reduction amounts as annuity or mutual fund purchase payments on your behalf. Your salary reduction amounts are called "Elective Deferrals". The School may impose certain administrative limitations on the number of times you may change the amount of your deferrals to the Plan during any year.

B. Minimum Elective Deferrals. You will be permitted to make Elective Deferrals in any amount up to the maximum allowed in section C below. There is no minimum required.

C. Maximum Elective Deferrals. You will be permitted to make Elective Deferrals up to the maximum allowed by current law.

D. Limitations on Favorable Tax Treatment. Contributions made by you are generally not taxable when made to the Plan. Instead, you are taxed when withdrawals are made from the Plan. You will pay tax if the total contributions in a year exceed limitations under the Federal tax laws. These limits are complicated in the case of tax deferred annuities (also called "tax sheltered annuities") and you should consult the Plan Administrator or its representative if you have any questions. Generally, the total employee and School contributions, if any, may be subject to tax if they exceed the lesser of 100% of your compensation (after certain adjustments) in any year, or $40,000. In addition, your own salary reduction contributions may not exceed a specified amount for the calendar year unless certain exceptions apply to you. That amount, which is indexed for inflation in $500 increments, is $11,000 for 2002. (For the 2001 Plan Year, the aggregate contribution limits were 25% of compensation or $35,000, and the limit on salary reduction contributions was $10,500.)

If you are at least age 50 or you have completed at least 15 consecutive years of service with the School, you may be able to increase the amount of your salary reduction contributions above the annual limitations. For further information on these catch-up elections, see the Administrator.

5.02 WHAT ARE "EXCESS DEFERRALS"?

If the amounts you have contributed to the Plan under a salary reduction agreement with the School exceed the annual dollar limits (maximum allowed by current law; see section 5.01D) on Elective Deferrals, you may request (not later than March 1 after the close of such taxable year) that any portion of your "Excess Deferrals" and the interest earned on such portion be returned to you. This is particularly important if you participate in more than one salary deferral arrangement (with other employers).

Excess Deferrals must be returned to you no later than April 15 after the taxable year for which they occurred in order to avoid double taxation of the amount. Excess Deferrals are included in your gross income and are taxable for the year in which they were made, but any income earned on the excess is taxable in the year in which the Excess Deferrals are returned. If the excess is not distributed to you by April 15, the Excess Deferrals are not only taxable in the year in which they were made but are also taxable in the year in which they were distributed.

5.03 DOES THE PLAN ACCEPT TRANSFERRED FUNDS FROM ANOTHER 403(B)?

You may transfer funds from another 403(b) to this 403(b) Plan. This may be done by first rolling the distribution from the other 403(b) plan to an individual Retirement Account or Annuity (IRA), and then moving

the IRA funds to this 403(b) Plan. Or, the payor or Plan Administrator of the other 403(b) plan may transfer or directly rollover your distribution to this 403(b) Plan. In any event, your Account derived from transfers/direct rollovers/rollovers will be fully vested, but will be subject to the rules of this 403(b) Plan.

ARTICLE VI
VESTING IN THE PLAN

6.01 WHAT IS "VESTING"?
"Vesting" is that portion of your Accounts that cannot be forfeited. It is directly related to your length of service with the School and is expressed as a percentage of your Account balances. Other terms, which may be used to represent your Vesting, are "nonforfeitable interest", "vested interest" or "vested Percentage".

6.02 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM MY CONTRIBUTIONS TO THE PLAN?
At all times, you will be fully vested in your Accounts derived from your Elective Deferrals

ARTICLE VII
BENEFITS UNDER THE PLAN

7.01 WHAT IS "NORMAL RETIREMENT"?
A. Normal Retirement Age. Your Normal Retirement Age is the date on which you reach age

B. Normal Retirement Date. Your Normal Retirement Date is the first day of the first month coinciding with or preceding your Normal Retirement Age.

7.02 WHAT IS "EARLY RETIREMENT"?
This Plan does not provide for specific Early Retirement Benefits. This event is treated like any other Separation from Service under Article VII (see section 7.04).

7.03 WHAT IS "DISABILITY"?
This Plan does not provide for specific Disability benefits. This event is treated like any other Separation from Service under Article VII (see section 7.04).

7.04 WHAT BENEFITS ARE PROVIDED UPON MY SEPARATION FROM SERVICE?
"Separation from Service" is the date your employment with the School terminates for any reason. The Plan is designed to encourage you to stay with the School until retirement. If you terminate your employment prior to retirement, you will be entitled to the "vested percentage" of the contributions, if any, made by the School to your Accounts. Non-vested balances, if any, will be forfeited.

7.05 DOES THE PLAN PROVIDE FOR PARTICIPANT LOANS?
This plan does not provide for loans.

7.06 DOES THE PLAN ALLOW HARDSHIP WITHDRAWALS?
This plan does not provide for hardship withdrawals.

ARTICLE VIII
BENEFIT PAYMENT OPTIONS

8.01 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME WHILE I AM STILL EMPLOYED BY THE SCHOOL?

The portion of your Accounts derived from Elective Deferrals will be available for distribution prior to your termination of employment with the School under the following circumstances:

(1) in the event of hardship (see section 7.06); or,

(2) after you reach age 59-1/2.

8.02 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME AFTER I TERMINATE EMPLOYMENT WITH THE SCHOOL?

The portion of your Accounts derived from Elective Deferrals will be available for distribution at any time after your termination of employment with the School.

8.03 WHEN MUST MY BENEFITS BE PAID?

Latest Beginning Date. You must begin receiving benefit distributions no later than April 1 of the calendar year after the year in which you reach 70-1/2 or retire, whichever is later.

Basically, the method of distribution you elect must provide that 100% of your benefits be distributed over your lifetime, or over the lifetimes of you and your named Beneficiary. If the Beneficiary named is not your spouse and there is a substantial age difference, minimum death incidental benefit rules will require that a higher percentage be distributed over your life expectancy. Life expectancies (except in the case of an annuity) of you and your spouse Beneficiary may be recalculated annually; life expectancies of non spouse Beneficiaries may not be recalculated.

Insufficient distributions will be subject to a 50% penalty tax, based on the amount of shortfall. Since this penalty is very severe, and the rules governing distributions are complex, competent professional advice should be obtained.

8.04 ARE MY PLAN BENEFITS INSURED?

The Pension Benefit Guaranty Corporation (PBGC) is a government agency that insures certain benefits provided under “defined benefit” pension plans. This Plan is not a “defined benefit” plan and thus, is not insured by the PBGC.

8.05 HOW ARE PLAN BENEFITS TAXED AND WHAT PENALTIES MAY APPLY UPON DISTRIBUTION?

A. Withdrawals. A ten percent penalty tax applies on distributions for reasons other than the following events:

(1) Death;
(2) Disability:
(3) Separation from Service during or after the year in which you reach age 55;
(4) Age 59-1/2;
(5) If the withdrawal is to cover tax deductible, uninsured medical expenses;

(6) In the form of an annuity based on life expectancy or in the form of substantially equal installments paid at least annually and based on your life expectancy (such payments must continue until you reach age 59-1/2 and last at least five years); or,

(7) If pursuant to a Qualified Domestic Relations Order (see section 9.02).

B. Required Minimum Distributions. A fifty percent excise tax is imposed on plan distributions that do not meet the minimum Internal Revenue Code required minimum distributions and required distributions beginning date (see section 8.03).

C. Rollovers. Generally, you may defer or reduce taxes, which would otherwise be due by transacting a rollover to an IRA (individual retirement account/annuity), or another 403(b). You have the following two rollover options available.

(1) Direct Rollovers: You may have a distribution from the Plan paid directly to an IRA, another 403(b) or a 401(a) plan by the payor or Plan Administrator. The distribution check is made payable to the trustee, custodian or issuer of the IRA, 403(b), 401(a) plan receiving the distribution. If you transact a "direct rollover," the distribution will not be subject to mandatory 20% federal income tax withholding.

(2) Participant Rollovers: If you elect to personally receive a distribution eligible for rollover, that is, the distribution check is made payable to you, the payor or Plan Administrator is required to withhold 20% from the distribution and send it to the IRS. The amount withheld is subject to income tax and, if you are under age 59-1/2, an additional 10% penalty tax may apply. Taxation of the withheld amount may be avoided only if, within 60 days of the date you receive the distribution, you rollover the following amounts to an IRA, 403(b), or 401(a) plan:

(a) The 80% of the distribution you receive; plus,

(b) An amount obtained from funds on hand which is equal to the 20% withheld.

Example: A is eligible to receive a $10,000 distribution from the 403(b). If A elects a direct rollover, the $10,000 will be paid by the 403(b) directly to A's IRA, other 403(b), or 401(a) plan.

If A elects to personally receive the $10,000 distribution, the following will occur:

(1) A will receive a check for $8,000, reflecting mandatory 20% withholding of $2,000. A then has 60 days to rollover the $8,000 to an IRA, another 403(b), or 401(a) plan to avoid tax on the $8,000 for that year.

(2) Within the same 60 day period, A will have to replace the $2,000 and also rollover that amount. Otherwise, the $2,000 withheld will be taxable income that year and may also be subject to an additional 10% penalty tax if A was under age 59-1/2 on the date he received the distribution.

You will be provided information regarding direct rollovers and mandatory withholding when you request a distribution. Since tax laws change from time to time, it is important that you review this information carefully and consult your tax advisor before making your distribution election.

ARTICLE IX
THE CLAIMS REVIEW PROCEDURE

9.01 WHAT CLAIMS PROCEDURES APPLY TO ANNUITY CONTRACTS?
Your application for benefits must be made to the investment provider that has issued the investment arrangement under which the benefits are payable. You must provide the application on such forms and in accordance with the terms of the annuity contract or other investment under which your claim is made.

The life insurance company or custodian, in the event of an investment in a mutual fund, will respond to any such application within a reasonable period, not to exceed 90 days after its receipt of the application. If your application for benefits is denied, the investment provider must furnish you with written notice of the specified reasons for the denial and a description of any information needed from you, or further steps required of you. You may appeal any such denial by making a written application to the life insurance company, which must respond in writing to any such request for review within 60 days of its receipt and must give specific reasons if the appeal is denied.

9.02 WHAT IS A "QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)"?
As a general rule, the law provides that your interest in your Accounts may not be "alienated". This means that your interest may not be sold, used as collateral for a loan or debt, or otherwise transferred. Also, your creditors may not attach, garnish or otherwise interfere with your Accounts.

There is an exception to this rule. The Plan Administrator may be required to recognize obligations you incur as a result of court-ordered child support or alimony payments. The Plan Administrator is required to honor a "Qualified Domestic Relations Order" (QDRO). A QDRO is defined as a court order or decree that requires you to pay child support or alimony, or otherwise allocates a portion of your assets to a spouse, former spouse, child or other legal dependent (Alternate Payee). If the Administrator receives a QDRO, all or a portion of your Accounts may be used to meet its terms. The Administrator is required to notify you upon receipt of a QDRO and is required to determine its validity prior to making any payments from your Accounts pursuant to it. To be a valid QDRO, the order generally cannot require the Plan to permit a distribution to an Alternate Payee prior to the earliest time that you would be eligible for a distribution from the Plan, unless the Plan permits an earlier distribution to the Alternate Payee.

This Plan will permit a distribution to an Alternate Payee prior to the earliest time that you would be eligible for a distribution from the Plan.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.01 WHAT HAPPENS IF I LEAVE THE SCHOOL TO PERFORM MILITARY SERVICE, AND THEN RETURN TO THE SCHOOL?
If you leave the service of the School to perform military service, and then return to the School after that period of military service, you may be entitled to contributions, service credits, or other benefits under the Plan with respect to that period. You should consult the Plan Administrator if you believe this provision may apply to you.

ARTICLE XI
AMENDMENT AND TERMINATION OF THE PLAN

11.01 CAN THE PLAN BE AMENDED?
The School may amend the Plan at any time, at its sole discretion. However, no amendment may result in a reduction of any Participant's vested interest or cause any portion of the Plan's assets to revert back to the School. No amendment may eliminate or reduce any optional form of distribution or benefit provided by the Plan. No amendment may authorize the use of Plan assets for purposed other than the exclusive benefit of Participants and their Beneficiaries.

11.02 CAN THE PLAN BE TERMINATED?
The School may terminate the Plan at any time, at its sole discretion.

Upon termination, the insurance company(ies) or other financial institutions holding assets of this Plan will distribute the contracts held on your behalf to you, or will transfer the contracts to a successor plan, if you so direct.

INDEX OF TERMS

	SECTION
Agent for Service of Legal Process	2.03
Alternate Payee	9.02
Disability	7.03
Early Retirement	7.02
Effective Date	3.01
Elective Deferrals	5.01
Excess Deferrals	5.02
Normal Retirement	7.01
Plan Administrator	2.02
Plan Year	3.02
Qualified Domestic Relations Order (QDRO)	9.02
Separation from Service	7.04
Summary Plan Description	1.04
Vesting	6.01