

LSC
Custodial and Grounds
Employee Handbook
2025-2026

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INTRODUCTION

This manual describes in summary form the personnel procedures and policies that govern the employment relationship between you and the Lafayette School Corporation. Some of the material in this handbook is contract language. Some of the material in this handbook is procedural or informational. The procedures and information in this manual are subject to change at the sole discretion of the Corporation. The procedures and information used in this manual should not be construed as creating a contract of employment between the Lafayette School Corporation and any of its classified employees who serve as employees at-will. It is recognized that a collective bargaining agreement does already exist between the LSC and Local 2601. You may receive updated information concerning changes in procedures or information from time to time, and those updates should be kept with your copy of this manual. If you have any questions about any of the provisions in this manual, please ask your building administrator, supervisor or the Director of Human Resources.

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

This manual governs the following positions: Custodian, Maintenance, and Grounds.

SECTION I: EMPLOYMENT

A. Equal Employment Opportunity

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

B. Position Vacancies

It is the intent of the Lafayette School Corporation to support the efforts of employees to advance in employment by acquiring and/or improving those skills, which would qualify them for higher-level positions. Lafayette School Corporation provides an atmosphere conducive to exploring other job opportunities within the corporation. Position vacancies will be posted in all school corporation buildings per contract language and may be advertised on the Lafayette School Corporation website. Any employee wishing to be considered for a posted position must respond per collective bargaining agreement language.

C. Current Employees Bidding on Jobs

Current employees may bid on posted positions according to collective bargaining agreement language.

D. New Employee Qualifications

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

- Ability to perform the essential functions of the job with or without reasonable accommodation.
- Educational background
- Attendance record (not including extended periods of illness or disability or approved leave of absence)
- Experience
- Past performance as indicated by reference checks. All relevant factors will be considered.

E. New Employee Appointments

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

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

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

F. Evaluation

Evaluation is a continuous process to improve employee performance and to provide a formal opportunity to commend, recognize and encourage an employee for a job well done. Evaluations also provide an opportunity for communication between the employee and the supervisor.

Classified employees are evaluated annually. Employees who have transferred to new positions, who have serious concerns noted in their previous evaluation, or who exhibit a change in their previous level of performance, may be evaluated more often. The Classified Employee Evaluation Forms will be used for evaluations and are available in the Lafayette School Corporation Procedures manuals located in each building. See your direct supervisor.

G. Personnel File

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

H. Work Schedule

1. Definition

A full-time employee is one whose job assignment consists of forty (40) hours per week year-round.

2. Regular Hours

With the exception of personnel employed for the primary purpose of internal building security, each full-time employee shall work eight hours a day, excluding the employee's lunch period which shall be thirty (30) minutes in length.

3. Work Week

With the exception of employees employed for the primary purpose of internal building security and part-time employees, the normal work week shall be defined as forty (40) hours of work performed between the hours beginning 12:01 A.M. Sunday to 12:00 P.M. the following Saturday.

4. Work Shifts

For a full-time employee, eight (8) hours of work, excluding the employee's lunch period, shall constitute a regular work shift. For part-time employees and employees employed for the primary purpose of internal building security, the length of a work shift may vary. Work shifts shall begin between the following times:

First Shift	6:00 A.M.	to	9:59 A.M.
Second Shift	10:00 A.M.	to	1:59 P.M.
Third Shift	2:00 P.M.	to	10:59 P.M.
Fourth Shift	11:00 P.M.	to	5:59 A.M.

Every effort shall be made to schedule each employee to a work shift. Part-time employees and employees employed for the primary purpose of internal building security may be assigned other starting times. The employer may assign a different starting time for an employee should such a starting time create an undue hardship on the employee. In such cases, a written request must be made to the Business Manager or his designee requesting an exception to the starting time of a work shift.

5. Work Breaks

Each employee shall be entitled to one fifteen (15) minute work break for each four hours worked. Whenever feasible, each work break shall be scheduled at or near the middle of each four hours worked.

Whenever feasible, employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute work break before they start to work on the next shift. In addition, they shall be granted the regular rest periods that occur during their shift.

I. School Cancellations, Delays, Early Dismissals

Service employees are considered essential personnel and are to report to work in the event of school cancellation, delays, or early dismissals because of inclement weather.

If a service employee does not report to work or does not complete a full shift, he/she will not be paid for the time not worked.

J. Emergencies

In special emergencies declared by the superintendent, only designated emergency service employees will be called to work by the employees' supervisor or designee.

Employees called in to perform emergency or special work including snow and ice removal at a time other than their regularly scheduled time shall be guaranteed two (2) hours pay at

the applicable rate as long as the employee reports to the job site within 30 minutes of being called. The employee's time will start when they leave home. Any employee who leaves home voluntarily shall be paid only for the time actually worked. It shall be the responsibility of each employee to keep his immediate supervisor, the Supervisor of Custodians, the Director of Facilities Management and the Chief Financial Officer informed of the employee's current telephone number.

At the discretion of the building administrator, first shift employees responsible for snow removal shall report to work early for the purpose of snow removal and will receive overtime pay to remove ice or snow from entrances, doors, porches, steps, and sidewalks, etc., normally used by students. This pay shall be at the applicable rate for the actual time worked which may be more or less than two (2) hours.

K. Ghost Employment

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

L. Extra-Curricular Positions

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

M. Reduction in Force/Layoffs

In the event it becomes necessary to lay off permanent employees for any reason, employees shall be laid off in the inverse order of their seniority, provided that the employee retained is qualified to do the work available.

N. Recall

When job openings occur they shall be filled by recalling employees on a laid off job status in the inverse order of their lay off provided they are qualified to perform the work available. When a laid off employee is recalled he/she shall return to work within ten (10) working days following receipt of recall notice. No new employees shall be hired until all employees who are qualified to perform the available work have been recalled. The employer will not be obligated to recall an employee who has been laid off after a period of time equal to the time the employee was actually employed in the school corporation or two (2) years, whichever is the lesser.

SECTION II: COMPENSATION

Custodial and Grounds Job Titles and Starting Hourly Wages appear as Appendix I, II and III in the master contract.

A. Payroll Information

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

B. Payroll Deductions

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

C. Definition of Overtime

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

D. Rate of Overtime Pay

When an employee works overtime, the employee shall be paid at a rate of one and one-half (1.5) times the employee's regular hourly rate of pay for the period of overtime worked. Over- time must be approved by the employee's supervisor.

The calculation of overtime for employees who have used sick leave in a work week is as follows:

The rate of pay is the employee's regular hourly rate until forty (40) hours of actual work time is completed. Once 40 hours of actual work time is completed, the overtime rate will

be one and one-half (1.5) times the employee's regular hourly rate. Other approved leave (i.e., vacation, personal, holidays, etc.) are excluded from this provision.

E. Distribution of Overtime

Overtime work shall be distributed in accordance with Section 4 of the 2601 Collective Bargaining Agreement to employees working within the same building with the same job classification with the exception of buildings with part-time employees. Overtime in these buildings will be distributed in accordance with Section 4 of the 2601 Collective Bargaining Agreement among the employees unless there are emergencies or unusual circumstances arise.

Work schedules will not be altered to avoid overtime.

It will be the responsibility of each employee to communicate to their immediate supervisor their desire to work overtime. It shall be the responsibility of each employee to keep his immediate departmental supervisor, the head custodian, the Supervisor of Custodians, and the building administrator informed of the employee's current telephone number. All overtime other than an emergency must be approved by the appropriate supervisor(s). When an opportunity to work overtime arises and when reasonably possible, the overtime including dates and hours will be posted or employees will be verbally notified by the head custodian or appropriate supervisor. It is understood that the overtime will be administered on a rotating basis provided that the employee is qualified to do the work required. It will be the responsibility of the supervisors of each department to ensure that overtime is being administered on a rotating basis. This procedure shall be followed until the required employees have been selected for the overtime work.

F. Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect during the employee's vacation period.

Computation of vacation entitlement for a full-time employee who has had previous experience in the Lafayette School Corporation as a part-time employee:

A full-time employee who has worked in the Lafayette School Corporation as a part-time employee shall receive a prorated credit for his/her service as a part-time employee. For example, an employee who worked twenty hours a week for four years as a part-time employee shall receive two years' credit when computing the employee's vacation benefit. Thus, if the same employee as described above would have worked full-time for three years after his part-time employment, he/she would be considered to have five years of employment credit to apply to the vacation benefit set out in this article.

G. Assignments Requiring Travel

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

- When traveling by personal vehicle, which has been approved in advance by the

Lafayette School Corporation, mileage will be reimbursed at the IRS mileage rate of reimbursement.

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

SECTION III: BENEFITS

A. Eligibility

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

B. Hospitalization and Major Medical Insurance

For the plan renewal period beginning January 1, 2026:

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

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

For Plan C, the Board of School Trustees shall pay all but \$1.00 towards the cost of a single plan and will pay an amount equal to the 70% contribution to a family plan under Plan B. The \$1.00 employee single plan contribution shall be payroll deducted on the first pay in January and is non-refundable. In 2026, The board contribution will be equal to 1/24th of the total HSA contribution for employees on a 24-pay schedule. The board HSA contribution will be deposited the first pay following the effective date of health insurance coverage and each pay thereafter.

Single Plan: \$1500

Family Plan: \$3000

24 pay = \$62.50

24 pay = \$125.00

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

For the following insurance start dates, the HSA contributions will be pro-rated as follows:

C. Group Vision Insurance. The Board will contribute toward the cost of a single or family plan per the collective bargaining agreement.

D. Dental Insurance. The Board will contribute toward the cost of a single or family plan per the collective bargaining agreement.

E. Health Clinic

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

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

F. PERF

The district will pay PERF mandatory contributions per the collective bargaining agreement.

G. Insurance Continuation Option

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

H. Group Term Life Insurance

The employer will furnish to each employee who works at least thirty (30) hours a week a group life insurance policy of \$50,000 (\$100,000 for accidental death). The exact nature of the benefits to which the employee is entitled will be determined by the carrier, who shall also determine when the benefits will terminate or change in any way. In order to comply with Indiana State Law, \$0.24 annually will be withheld from the employee's wages for his/her share of the premium. The \$0.24 annual employee contribution shall be payroll deducted on the first pay in January and is non-refundable.

I. Long Term Disability (LTD)

The Board agrees to pay all but \$0.24 annually towards the payment of premiums for long-term disability insurance for bargaining unit employees. The \$0.24 annual employee contribution shall be payroll-deducted from the first pay in January and is non-refundable.

The Corporation will select the carrier of the LTD insurance and determine the specifications of the insurance coverage.

J. Mileage

A member of the bargaining unit who is not provided with a car and who is authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the maximum non-taxable rate allowed by the IRS.

K. Employee Assistance Program

The Lafayette School Corporation provides an employee assistance program called New Beginnings. Employees can seek assistance if experiencing family or marital problems, divorce, death in the family, relocation, financial or legal problems, alcohol or drug dependency, smoking cessation, birth of a child or raising children, emotional adjustment or retirement. The service is free and can be obtained by calling Bill Madden at 765-742-0375. The LSC also offers mental health counseling via the telephone from First Stop Health, which can be reached at 888-691-7867. The use of the program by employees is kept confidential from the Lafayette School Corporation.

L. Early Retirement Benefit

The purpose of the early retirement plan is to provide a bridge of benefits until a qualifying employee is eligible for Social Security benefits and/or Medicare coverage. To qualify for benefits, the employee must be of age for early retirement by PERF qualifications and must be credited with at least fifteen (15) years of service with the Lafayette School Corporation. The eligible employee will receive a lump sum severance benefit of \$3,000

M. Retirement Benefit

At retirement, all unused sick leave will be paid to the employee at the rate of twenty-five dollars (\$25.00) per unused day. In case of the employee's death, the money earned from unused sick leave will be paid to the employee's beneficiary, as listed on the employee's group life insurance policy.

At retirement, any employee in the bargaining unit who has been employed by the Lafayette School Corporation (LSC) for fifteen (15) years shall be entitled to a minimum Retirement Severance Pay of \$1,000. At retirement, any employee in the bargaining unit who has been employed by the LSC for twenty (20) years shall be entitled to a minimum of \$1,250. At retirement, any employee in the bargaining unit who has been employed by the LSC for twenty-five (25) years shall be entitled to a minimum of \$1,750. At retirement, any employee in the bargaining unit who has been employed for thirty (30) years shall be entitled to a minimum of \$2,250.

With at least two calendar years of advance notice of retirement, any employee in the bargaining unit shall receive their retirement severance pay in installments over the pay periods remaining before retirement.

At retirement, the employee shall receive \$175.00 per year for each full year of service in the Lafayette School Corporation. This shall be viewed as an additional amount of retirement severance pay.

N. Severance Benefit

Employees who have been employed by Lafayette School Corporation at least five (5) full consecutive years will receive a severance payment for all unused sick days at the rate of twenty-five dollars (\$25.00) per unused sick day after resignation from their position. No benefit will be paid to employees who are terminated, with cause, by Lafayette School Corporation.

O. COBRA

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

- Enrolled employees, their spouse, and qualified dependents, who lose membership may elect to continue their membership in the group plan by paying the full premium plus administration fees for:
 - a. Up to 18 months after loss of membership due to termination of employment or reduction of hours;
 - b. Up to 36 months after loss of membership due to the employee's death, employee's Medicare entitlement, divorce, legal separation, or the dependent ceasing to be an eligible dependent under the plan.
- Employees or a dependent must notify Lafayette School Corporation Benefits Specialist within 15 days of an event causing loss of coverage. Lafayette School Corporation COBRA administrator will then notify the covered individuals of their rights to continuation of coverage.
- Individuals must be given a minimum of 60 days from the later of the Loss of Coverage date or the date the notice is mailed to elect COBRA coverage.
- Continuation coverage may be terminated for any of the following reasons:
 - a. The Lafayette School Corporation no longer provides group insurance to any employee.
 - b. Premiums are not paid on time.
 - c. Entitlement to Medicare

P. 403(b) Tax-Deferred Annuity and ROTH Plans

- Lafayette School Corporation provides employees with the opportunity to participate in a 403(b) or Roth Plan. Employees may continue or enter into contracts only through the agents presently representing companies that have entered into contracts with the school corporation to offer 403(b) or Roth products.
- A completed Salary Reduction Agreement must be submitted to the Business Office no later than thirty (30) days before the effective date when the payroll deductions will begin. Effective dates are January 1, April 1, July 1, and October 1 of each year.

Increases or decrease of contributions will begin on these effective dates. In the event of a reduction in income, the employee shall contact his/her carrier to ensure legal compliance with the Internal Revenue Code for annuity contributions. The employee may cancel the deduction at any time during the year by submitting a Change Form to the Business Office. To participate in the 403(b) or Roth plan, a minimum annual contribution of \$200.00 is required. A change in carrier, without an increase or decrease in the amount of the deduction, may be made by submitting a Change Form to the Business Office for the next effective date.

- The employee releases the Lafayette School Corporation from any liability or responsibility concerning the selection, financial condition, or investments of any such company selected by the employee and further agrees to hold harmless Lafayette School Corporation from and against any damages, claims, and liability arising therefrom.

Q. Flexible Benefit Program

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

R. Health Savings Accounts

- A Health Savings Account (HSA) is a bank account set up for employees who participate in the Health Plan C /High Deductible Health Plan. This is a benefit to help offset out-of-pocket expenses for the employee while meeting their deductible with Anthem.
- HSA accounts are not linked to Anthem Health Insurance. They are a separate benefit to be used to pay out-of-pocket health, vision, or dental expenses.
- HSA funds used for dental and vision DO NOT apply to your Anthem health deductible.
- The IRS sets certain guidelines for HSA account holders. Maximum amount of deposits per calendar year beginning Jan. 1, 2026 is as follows: \$4,400 per single/\$8,750 per family. If you are 55 or older, you may contribute an additional amount, “catch-up,” of \$1,000.00 per year.

- You may add contributions to your HSA to what the Lafayette School Corporation contributes up to the IRS maximum of \$4,400 per single/\$8,750 per family for the calendar year 2026. Contributions can be made to your HSA account pre-tax by payroll deduction, or you may deposit money directly with online banking. Online deposits will be tracked by the financial institution, and the employee will receive a 1099 for tax purposes each year.
- Employees who are currently involved in a Section 125/Flex Spending Account/HRA are not allowed to have an HSA per the IRS. This also applies if the employee's spouse contributes to any of these types of accounts.
- HSA accounts are not available to any employee with another health insurance plan that is not considered high-deductible.
- Any dependent on the employee's family insurance plan cannot access HSA funds if they file their own taxes with the IRS.
- The IRS can audit HSA accounts for up to 7 years. Employees are encouraged to keep all documentation/receipts for each calendar year.
- HSA funds cannot be used for over-the-counter medication. All medications purchased with HSA funds must be prescribed by a physician.
- HSA accounts are bank accounts set up in the employee's name. LSC encourages all HSA account holders to treat this like any other personal bank account.

S. Attendance Incentives

Leave days as used in this section shall refer to personal illness, family illness or any other day permitted as a leave day. It is understood that personal days, court duty, military leave, immediate family funeral leave, service as a member of a firing squad or military escort at a military funeral, and days taken as the result of an injury on the job shall not count as a day of use for the purpose of calculating the benefit described below:

As an attempt to reward employees for good attendance, the following incentives are offered:

For each quarterly period: January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31, the employer agrees to pay:

\$125 for no leave days used during this period

It is understood that docked days shall not be used to reward employees for good attendance. Unpaid leave time/day(s) shall count as time/day(s) of use for calculating this benefit.

T. Workers' Compensation Due to Injury on the Job

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

U. Reporting on the Job Injuries

- If the injury is serious, call 911 or go to the nearest hospital

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

V. Benefits Under Worker's Compensation

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

days after the due date. Lafayette School Corporation may withhold a delinquent premium payment from any amount it owes to the employee or may bring legal action to recover the amount of delinquent premiums.

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

SECTION IV: LEAVES OF ABSENCE/TIME OFF

A. Provisions

Time off must be taken in half-day or full-day increments unless noted differently in the collective bargaining agreement and must be logged into the Absence Management program.

B. Sick Leave

Employees hired after August 31, 1999, are entitled to eight (8) days of paid sick leave the first year, ten (10) days the second year, and twelve (12) days the third year and thereafter. All other full-time non-certified personnel are entitled to twelve (12) days of paid sick leave (or quarantine) each calendar year. Seven (7) of these sick days may be used for family illness. If any employee shall not have used their allotted sick days in any one year, the unused days shall be accumulated for personal sick leave only to a maximum of 250 days.

Part-time personnel shall earn sick leave days prorated to the number of hours worked. For example, a part-time employee who works twenty hours a week shall be entitled to five (5) days of paid sick leave (or quarantine) each calendar year.

In the event that an employee is injured on the job, the employee may use sick leave to cover the employee's absence but may not receive compensation from the employer and workers' compensation for sick leave and collect workers' compensation for the same period. In the event the employee opts to waive use of sick leave and collect workman's compensation, the days paid by workman's compensation shall not be charged as sick days nor paid as such. In the circumstance where an employee is injured on the job and uses his/her sick leave, he/she shall be paid for such leave but shall remit to the School Corporation any money collected from workers' compensation benefits. For each day of absence for which the employee remits workman's compensation benefits, the employee will be credited with two-thirds of a sick leave day upon his return to work.

Sick leave of 3 consecutive days or more must be accompanied by a physician's note.

C. Funeral Leave for Members of the Immediate Family

Full-time and part-time non-certified personnel are entitled to leave without loss of pay for up to five (5) consecutive work days within seven (7) calendar days per occurrence. for death of members of the employee's immediate family. In computing this absence, the work day immediately following the death shall be counted as the first day. Such leave

must be approved by the employee's immediate supervisor, and any variation or extension of such leave must be approved by the Superintendent or the Superintendent's designee.

D. Other Funeral Leave

Leave for attending the funeral of friends or other relatives may be granted. Such leave shall be paid and shall not be in excess of one full day and must be approved, in advance, by the employee's immediate supervisor.

E. Personal Leave

Each non-certified employee who works at least thirty hours per week year-round shall be granted three (3) days of personal leave per full calendar year, cumulative to sick leave. Personal leave days not used during the calendar year shall accumulate to a total of five (5) days. Additional unused personal leave days shall accumulate to sick leave. Such leave shall be used for matters which cannot reasonably be scheduled outside of normal work hours. A written application for personal leave must be submitted two (2) working days in advance. In the event of an emergency, the employee should directly contact their direct supervisor or the director of buildings, grounds and maintenance to request an emergency personal day. An application will be submitted upon returning to work. Personal leave shall not be used to extend paid holidays or vacation.

F. Unpaid Leave

Leaves of absence for a limited period (not to exceed six (6) months) may be granted for any reasonable purpose, and such leaves may be extended or renewed for a reasonable period. Reasonable purpose in each case shall be mutually agreed upon by the Union and the employer. The employee taking such leave shall not be paid wages nor receive any benefits provided for in this agreement unless specifically approved by the Business Manager.

G. Pregnancy Leave

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

- The employee shall consult with her physician and determine the date when the maternity absence will begin as well as the anticipated date that she will resume her duties.
- The employee shall give written notice of the beginning and ending dates of such leave as soon as possible. If unforeseen complications arise which in the judgment of the physician, necessitate a change in the dates submitted, the employer shall accept the revised dates. However, in no case shall the period of leave exceed one (1) year.
- A physician's statement certifying the employee's fitness to resume her duties may be requested at the time the employee resumes her duties.
- Accumulated sick leave may be used during any part of the maternity absence.

H. Absence for Court Duty

If an employee is called for jury duty for a full day or half day, the employee will receive his/her regular salary for a full day or half day minus the amount he/she receives as a juror.

The employee should report his/her contemplated absence. Receipts for pay received as a juror should be presented to the Payroll Office for salary adjustment purposes.

I. Military Leave

If an employee is called for reserve military duty during regular scheduled working hours, the employee will receive his/her regular salary minus the amount he/she receives while on reserve duty. Employees returning from reserve duty shall be reinstated to their position as per all relevant state and federal statutes. The employee should report his/her contemplated absence. Receipts for pay received as a reservist should be presented to the Payroll Office for salary adjustment purposes.

J. Training Leave

Leaves of absence with pay may be granted by the employer to attend training sponsored by, provided through, or specifically required by the Lafayette School Corporation. This leave shall be granted at the sole discretion of the employer.

K. AFSCME Local 2601 Leave

Local 2601 shall be granted five (5) days each calendar year to conduct union business and functions. The President of Local 2601 shall request such leave from the Superintendent or his designee at least one (1) week in advance and shall identify the individual(s) designated to use such leave. This leave shall be taken in two-hour, half-day, or whole-day increments.

L. FMLA Leave

The Family and Medical Leave Act of 1993 (FMLA) requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous twelve (12) months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take unpaid leave on an intermittent basis or to work a reduced schedule under certain circumstances.

Reasons for Taking Leave

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

Advance Notice and Medical Certification

- The employee is required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
- The employee ordinarily must provide thirty (30) days' advance notice when the leave

is “foreseeable.”

- Lafayette School Corporation requires medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

Job Benefits and Protection

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

FMLA Leave Time Period

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

Insurance Benefits and Employee Responsibility

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

Intermittent FMLA

- The FMLA permits employees to take leave on an intermittent basis under certain circumstances.
- Intermittent FMLA days must be used in half-day or full-day increments up to a total

of sixty (60) days.

- Lafayette School Corporation has elected to calculate this intermittent FMLA leave as a “rolling” twelve (12) month period measured backward from the date an employee begins his/her first intermittent leave day.

M. Paid Holidays

Days recognized as paid holidays shall be as follows:

New Year Day	2 days
*Martin Luther King's Birthday	1 day
Memorial Day	1 day
Independence Day	1 day
Labor Day	1 day
*Veterans Day	1 day
Thanksgiving Day	1 day
Day after Thanksgiving	1 day
Christmas Day	3 days
Personal Holiday	1 day

The exact dates for such holidays shall be established by the Superintendent of the school corporation or his designee. Paid holidays which do not fall on regular work days for personnel employed to perform internal building security at the high school shall be assigned by the Supervisor of Custodians or his designee, on the work day preceding the holiday or the first work day following the holiday.

*In the event school is held on Veterans Day and/or Martin Luther King's Birthday, such days shall not be considered holidays. When school is held on Veterans Day and/or Martin Luther King's Birthday, each eligible employee shall work on said day and shall receive a day (1) of vacation to be used on some other date.

The personal holiday listed above may be used at the discretion of the employee provided that the timing of such leave does not create an undue hardship on the corporation. Such personal holiday does not accumulate and must be used within the calendar year. The personal holiday will not accumulate to any other leave allowed by existing contract. The personal holiday requested must be received by the immediate supervisor at least 48 hours prior to the day requested. Should an employee need to be called to work on the day the personal holiday is requested, the corporation will pay regular hours worked and the personal holiday may be rescheduled.

N. Vacation Provisions

Paid vacations are granted only to employees who are employed to work at least thirty (30) hours a week, twelve months a year. For those employees who are projected to work 30 hours per week for at least one full calendar year by January 1st, ten (10) six-hour vacation days will be granted. For those employees who are projected to work forty (40) hours per week for at least one (1) full calendar year by January 1st, ten (10) eight-hour vacation days will be granted. A prorated amount shall be granted to those having been employed in any combination of thirty- and forty-hour weeks and for employees who are projected

to work thirty (30) hours per week for less than one (1) full year. The following schedule will be used for new employees who will work less than one (1) full year prior to January 1st:

Employed:

Less than 3 months	None
3 months	1 working day
4 months	2 working days
5 months	3 working days
6 months	4 working days
7 months	5 working days
8 months	6 working days
9 months	7 working days
10 months	8 working days
11 months	9 working days

The length of the working day for vacation will be based on the employee's actual length of the working day. If an employee resigns, retires, or is terminated for any reason after using said vacation days before the projected length of employment, then said unearned vacation pay will be deducted from the employee's last paycheck.

O. Paid vacations for employees with more than five (5) years of service

Any employee having been employed in the Lafayette School Corporation at least five (5) years shall be entitled to fifteen (15) working days.

P. Paid vacation for employees with more than twelve (12) years of service

Any employee having been employed in the Lafayette School Corporation at least twelve (12) years shall be entitled to twenty (20) working days of paid vacation.

Q. Paid vacation for employees with more than twenty (20) years of service

Any employee having been employed in the Lafayette School Corporation at least twenty (20) years shall be entitled to twenty (22) working days of paid vacation.

R. Paid vacation for employees with more than twenty-five (25) years of service

Any employee having been employed in the Lafayette School Corporation at least twenty-five (25) years shall be entitled to twenty-five (25) vacation days.

S. Vacation Requests

Requests for vacation must be approved by the immediate supervisor and by the building administrator. Vacations may be taken at any time during the calendar year from January 1 to December 31 provided that the dates for each employee's vacation are approved by the immediate supervisor and the building administrator. It is understood, however, that custodians may not use their vacation during the one-week period immediately prior to the start of a school year. Bus mechanics may not use vacation during the one-week period prior to the annual State bus inspection. The following guidelines will be followed:

1. The request must be received by the immediate supervisor at least forty-eight (48) hours prior to the vacation day(s) requested.
2. A qualified substitute must be available in each building for custodians when school is in session.
3. Only one employee per classification per building may be on vacation when school is in session. Only one employee per classification may be on vacation for non-custodial positions, understanding that the Lafayette School Corporation will try to accommodate vacation requests whenever possible.
4. Only employees who are scheduled to work fifty-two (52) weeks per year are eligible for vacation.

A grievance concerning the denial of a request for vacation on a day or days that school is in session shall not be processed beyond Step 2 of the grievance procedure.

It is understood that vacation is administered on a calendar year basis, which coincides with the terms of the contract.

T. Unused Vacation Days

Unused vacation days may be carried over and used until July 4 of the following year. After July 4th, any day unused shall accumulate to sick leave.

Bargaining Unit members who work part-time shall receive a prorated amount of vacation.

SECTION V: CONDUCT IN THE WORKPLACE

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

A. Dress Code

All employees shall, when assigned to Corporation duty:

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

B. Tobacco-Free Workplace

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

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

C. Drug-Free Workplace

The School Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which meets the requirements in the Drug-Free Workplace Act and Drug-Free Schools and Communities Act.

In compliance with the Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, and any drug paraphernalia, by any member of the Corporation's classified 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.

D. Substance Abuse

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

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

Failure to do so, for whatever reason, will result in appropriate corrective or disciplinary action, up to and including termination.

If an employee's observable behavior indicates he/she may be under the influence of alcohol or other drug, the employee may be required to take a drug test. Refusal to do so would be considered a positive test. The same standards as used in the procedures for Commercial Driver's License will be utilized.

Furthermore, any violation of the Corporation's Drug Free Workplace Policy will subject the employee to disciplinary action, up to and including immediate termination.

E. Sexual Harassment/Racial Harassment

Lafayette School Corporation maintains a workplace free of all unlawful harassment,

specifically including sexual and/or racial harassment.

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

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

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

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

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

F. Conflict Resolution

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

Building Supervisor

Building Principal

Director of Custodian, Grounds and Maintenance

Chief Financial Officer

Personnel Director

Superintendent

If the employee believes a violation of the collective bargaining agreement has occurred, they may follow the grievance procedure outlined in the CBA.

G. Child Abuse/Neglect Reporting

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

H. Bullying Reporting

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

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

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

I. Privacy in the Workplace

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

All offices, desks, lockers, communications equipment (including but not limited to computer equipment), telephone systems, facsimile devices, electronic mail systems, voice mail systems, and work files are the property of the Lafayette School Corporation and are to be used primarily for school business purposes. The Lafayette School Corporation

reserves the right to monitor and access by various means the above-named areas and locations. Employees should have no expectation that any information contained on such systems or in such locations is confidential or private.

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

J. Electronic Information Source Terms and Conditions

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

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

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

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

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

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

K. Ethics

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

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

information. You cannot use your position to secure unwarranted privileges that are of substantial value or not available to all similar individuals.

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

All state employees shall be trained in the code of ethics. State agencies are required to maintain documentation to demonstrate compliance. Please sign the LSC Ethics form and return to your supervisor.

L. Discipline

The purpose of discipline is to correct job-related performance or behavior. It is important that the degree of discipline be directly related to the seriousness of the offense and the employee's record.

The Lafayette School Corporation does not intend that all discipline follow progressive procedures. However, the supervisor may use the following steps of discipline in some circumstances. While it is possible that all of these steps may be followed in a given circumstance, any or all steps may be eliminated, and some problems may be so serious in nature that they may result in immediate termination without notice. The steps of discipline, if followed, are:

1. Verbal Warning - Employee will receive written documentation of the Verbal Warning;

however, this documentation will not be placed in the employee's personnel file.

2. Written Warning - The Written Warning will be placed in the employee's personnel file.
3. Suspension and/or Written Reprimand in Lieu of Suspension - This can be a repetitive step, increasing the amount of time of suspension with each suspension.
4. Discharge
 - While the above procedure is not required, it is generally recommended that the building administrator and/or supervisor meet with the employee and relay the nature or manner of the conduct or performance deficiencies. At the discretion of the building administrator or supervisor, the employee may be given an opportunity to ask questions and provide information or an explanation about the conduct or performance. Where the safety of a person or security of property is threatened or to prevent disruption of the workplace, the employee may be required to immediately leave the work site.
 - Documentation of the disciplinary action will be provided to the employee and placed in the employee's personnel file.
 - Employees may respond in writing to disciplinary actions.

SECTION VI: RETIREMENT

A. Public Employee Retirement Fund

- Board-approved employees classified as full-time and working a minimum of 1,000 hours per year are eligible for Public Employees' Retirement Fund (PERF). A full-time employee is an employee who works a minimum of thirty (30) hours per week on a regular basis.
- Beginning on October 1, 2019, 1% of the mandatory contributions for the PERF retirement plan shall be paid by Lafayette School Corporation. Beginning September 1, 2020, 2% of the mandatory contributions for the PERF retirement plan shall be paid by Lafayette School Corporation. Beginning September 1, 2021, 3% of the mandatory contributions for the PERF retirement plan shall be paid by Lafayette School Corporation.
- Upon employment or eligibility, employees must complete the PERF application located in the Personnel Office. A handbook describing the state retirement program is available through the Public Employees Retirement Fund or Personnel Office. A comprehensive website is maintained by the State of Indiana detailing PERF at <http://www.in.gov/inprs/>

PERF offers a disability retirement. Employees needing information concerning disability retirement should consult the PERF handbook or website at <http://www.in.gov/inprs/>

B. Retirement Eligibility Age

- Under federal law, there is not a mandatory retirement age for employees.

- Under PERF, participants choosing the pension plan can begin receiving their retirement pension income at age 65 with 10 years of PERF service or at age 60 with 15 years of PERF service. Reduced PERF income is available as early as age 50 with 15 years of PERF service.
- An employee who is at least age 55 years of age and whose age and years of service total 85 can receive an unreduced benefit from PERF.

Receipt and Acknowledgment of the Lafayette School Corporation Employee Manual

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

I have received and read a copy of the Lafayette School Corporation Employee Manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Lafayette School Corporation unless it is an item that is bargained and is printed within the collective bargaining agreement between the Lafayette School Corporation and Local 2601.

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

Employee's Printed Name

Employee's Position

Employee's Signature

Date

Supervisor's Signature

Date

