

# Hamilton Community Schools

## Classified Employee Handbook

### TOTAL DOCUMENT

The contents of the Hamilton Community School Corporation Classified Employee Handbook (hereafter referred to as "document" or "handbook") repeal and supersede any and all prior agreements, oral and/or written, between the Board of School Trustees and any classified employee, and express all of the obligations of the Board to exercise its sole and exclusive rights to manage its business. All prior practices and all prior arrangements are deemed canceled and of no force and effect. This document may be modified only through official action of the Board of School Trustees during a public meeting or through discretionary authority delegated to the Superintendent of Schools by the Board of School Trustees.

The Board of School Trustees adopted the original formal document during their regular meeting on November 13, 2000. It became effective, retroactive to July 1, 2000, and shall continue in effect until such time that changes are deemed necessary, with the exception of those provisions that specifically go into effect or expire by their terms and such other dates. Any change in the terms of the formal document shall be reduced to writing and made a part of the document.

Should a court of competent jurisdiction, or applicable state or Federal authority, declare any section or clause of this document illegal, null, or void, such section or clause shall be automatically deleted from this document to the extent that it violated the law. However, the remaining sections and clauses shall remain in full force and effect.

This statement and the pages that follow constitute the total handbook governing the employment of classified personnel for the Hamilton Community School Corporation.

Proposed May 28, 2010

Adopted Revised January 9, 2017

## GENERAL INFORMATION

All classified personnel are hired as at-will employees, which mean either party (the corporation or the employee) may terminate employment at any time, for any reason. The Hamilton Community School Corporation will comply fully with the provisions of the Americans with Disabilities Act of 1991 as amended.

Some employees are designated as 12-month employees. This designation is made solely to describe that the services being performed are done throughout the entire year. The "at-will" relationship exists without regard to the employee's status as a 12-month employee or any other designation.

Each new classified employee will serve a sixty (60) working day probationary period. Sick leave and personal business days will be pro-rated based upon the number of work days in the employee's first year (i.e., July 1 — June 30) of employment. The maximum number of work hours to be scheduled per week will be established by the superintendent and approved by the Board of School Trustees for each employee classification. Any time worked in excess of such established hours per week must have prior approval from the employee's immediate supervisor, the appropriate building administrator and the superintendent. (See overtime at the end of this section.)

Classified personnel working thirty (30) hours or more per week for at least 36 weeks shall be considered full-time employees and eligible for the following fringe benefits: PERF, group health, and life and long term disability insurance programs. No employee receiving benefits will be given a separate contract with the Hamilton Community School Corporation.

Classified staff members who are responsible for the daily deposit of funds for the corporation or extra-curricular accounts and or the pickup and/or delivery of the mail shall be reimbursed \$ 175.00 per semester for use of their own vehicle.

### **Overtime**

Overtime wages can be earned only after forty (40) hours have been worked within a work week. The work week is defined as the period of time between 12:01 a.m. Sunday through 12:00 o'clock midnight Saturday. Leave days are not included as hours worked. **Overtime hours must be approved, in advance, by the employee's immediate supervisor, the building principal and the superintendent.** Upon approval, compensation will be paid at one and one-half (1 1/2) times the employee's regular hourly rate for hours worked over forty (40).

### **Exempt Employees**

Some classified personnel are exempt from the overtime requirements of the Fair Labor Standards Act. Such employees shall be referred to as "exempt employees". Since exempt employees are not required by law to receive overtime pay, Hamilton Community School

Corporation may choose to pay exempt employees on a salary basis rather than paying them overtime pursuant to the above section.

## **DESCRIPTIONS**

Classified personnel are those employees of the Hamilton Community School Corporation who are not required to have a license issued by the Indiana Department of Education, Division of Professional Standards in order to be employed to perform a specific duty or function in the school corporation.

For purposes of most fringe benefits, eligible classified employees are those employees who work a minimum of thirty (30) hours per week for at least 36 weeks.

### **Employee Service Records**

All classified employees' hours of work will be reported each pay period (i.e. approximately every two weeks) to the corporation's business office by the employee's immediate supervisor. Each employee will make this bi-weekly report on an individual time sheet provided by the corporation's business office. The pay period record (i.e., time sheet) shall contain the following information:

1. Personal Data (e.g. name, job title and/or location).
2. Hours worked on indicated days of the pay period.
3. Vacation days (if applicable).
4. Other leave days (if applicable).
5. Lost time and reason for same (if applicable).
6. Overtime hours (if applicable).

All classified employees are required to utilize the time sheets provided to record the time worked during each pay period. Employees are required to verify their recorded hours and sign their time sheet before submitting it to their supervisor for his/her signature at the end of each pay period. All time sheets are then turned in by the appropriate supervisor or principal to the corporation's business office. The administration may provide a modified pay period record for exempt employees.

Classified personnel are to notify their immediate supervisor or his/her designee at the earliest possible time in the event they are not able to report for work. All classified personnel must have the permission from their immediate supervisor to leave their job during the day for any reason not directly related to the performance of their regular duties as a corporation employee.

Should, for any reason, tardiness or absences become a concern of an immediate supervisor, or should absences not be properly reported by the employee to the appropriate supervisor, then disciplinary action may be taken. Such disciplinary action may be discussed between the appropriate supervisor, administrator, and superintendent. Depending on the seriousness of the

employee's action may lead to termination of employment. **Falsification of records, including time sheets, may lead to immediate dismissal.**

**Payroll**

Payroll is direct deposited on the 5<sup>th</sup> and 20<sup>th</sup> of each month. If a payday falls on a legal holiday, when school is not in session, checks will be deposited the day prior to the holiday.

**Evaluation**

Classified staff members shall be evaluated at least one time during each school year.

The results of these evaluations shall be reduced to writing and entered on a form supplied by the corporation office for such purpose. The evaluation is to be discussed with the employee by his/her immediate supervisor and, if requested by either party, the appropriate building principal may also participate in the evaluation conference. The written evaluation is to be signed by the employee and the supervisor. The supervisor shall retain one copy of the signed evaluation; one copy shall be given to the employee; and, one copy shall be forwarded to the superintendent's office for placement in the employee's personnel file.

The employee's signature on the evaluation form is verification that the employee and the employee's supervisor discussed the evaluation.

**Changes in Work Schedule Due to Inclement Weather**

Whenever it becomes necessary to cancel, delay or otherwise curtail school activities due to adverse weather conditions, these changes will be reported to the following media:

| <b><u>Television</u></b> | <b><u>Radio</u></b> |                    |
|--------------------------|---------------------|--------------------|
| WANE                     | WOWO                | 1190 AM / 107.5 FM |
| ABC21                    | WAJI                | 95.1 FM            |
| WFFT                     | WLKI                | 100.3 FM           |

The following guidelines shall be followed whenever changes in the normal work schedule are required:

1. **School Cancellations**

When school is canceled due to weather related or any other emergency conditions, the work schedule for classified personnel shall be as follows:

- a. All maintenance personnel report to work at their regular schedule.
- b. Corporation office (Superintendent's office) personnel report to work at their regular schedule.
- c. All other classified employees do not report to work.

2. School Delays

If school is delayed due to weather conditions or any other cause, classified personnel, specifically building and corporation secretaries are to report at the regular time. Instructional Assistants whose hours are governed according to the student schedule report on that schedule. Bus drivers will be paid according to Indiana Statute.

If a delay is later changed to a cancellation, maintenance staff and school secretaries will, if conditions permit, work their regular schedule. Food service employees may leave when their work has been completed and they will be paid for the hours they worked. Instructional assistants and building secretaries are governed by the student schedule and will not have reported to work, therefore, no hours will have been worked and no payment will be due.

3. Early dismissal

Occasionally, weather conditions may deteriorate during the course of a school day thereby necessitating early dismissal from school. Notification of early dismissal will be made internally through PA announcements in the schools and to the community through the media. Unless notified otherwise, classified personnel will work their regular schedule on early dismissal days. Instructional assistants may be dismissed at the same time as students and will be paid for hours worked.

4. Make-Up Days

If the school year is extended to make up a day that was canceled during the regular school year, the Superintendent of Schools or his/her designee, will determine which classified personnel shall report to work on the day(s) to be made up. The Superintendent of Schools, or designee in his/her absence, may make exceptions to the above policies if unusual circumstances exist. **NOTE:** Under no circumstances does the School Corporation expect or require any employee to risk his/her personal safety (i.e., "life or limb") in an attempt to arrive at work during inclement weather whenever a decision to delay or cancel school has been made.

**Leaves and Absences**

Leaves and absences will be credited to the eligible employee's personnel record and shall be pro-rated for the period of time between the employee's date of hire (determined as the employee's first work day) and June 30<sup>th</sup> following the first work day. Employees who begin work on or between the 1<sup>st</sup> and the 15<sup>th</sup> of any month shall receive credit for the entire month and employees who begin work on or between the 16<sup>th</sup> and the last day of any month shall receive one-half (1/2) credit for that month. Each year thereafter a full complement of sick leave and personal business days will be credited to the employee's personnel record. (See Exhibit D.)

Personal Business days and, for those eligible, paid vacation days shall be used in either one-half (1/2) or full day increments. The length of each employee's personal business and sick leave corresponds exactly to the length of the employee's normal work day (e.g. an employee who works 4 hours per day will receive 4 hours of pay for each sick leave day used.).

Should an employee use up all earned leave days (e.g. sick leave, personal business days and, if applicable, vacation days), and the employee chooses not to report for work, the employee MUST send a letter to the superintendent indicating the request and reason for time off without pay. Time off without pay must be approved five (5) days in advance of the requested absence by the Superintendent. Emergency situations shall be handled by the Superintendent on a case by case basis. Any classified employee who fails to request an unpaid leave before voluntarily taking time off without pay will be subject to disciplinary action up to and including termination.

### Sick Leave

Sick leave is defined as a limited paid leave for the illness or injury of the corporation employee. Sick leave may be used in one-half (1/2) day or full day increments. Any time off required for medical/dental appointments may be charged against an employee's sick leave.

Twelve-month employees shall receive eight (8) days of sick leave each year. Eligible classified employees working less than twelve months per year shall receive six (6) days of sick leave each year. The maximum number of days that may be accumulated is 90. [See Exhibit D]

Procedures to be followed whenever sick leave days are used:

- a. The employee shall notify his/her immediate supervisor and or the appropriate building office as early as possible if the employee is unable to report for work.
- b. The employee shall enter absence with Kelly Service in order to secure a substitute.
- c. Employees may use any unused and accumulated sick leave days for the following purposes:
  - (1) Personal illness or injury.
  - (2) Medical or Dental appointments.
  - (3) Illness or injury in the immediate family (up to three (3) days per year of an employee's unused and accumulated sick leave may be used.) Immediate family is defined as the employee's spouse, child or parent. The employee may be required to provide documentation from a physician licensed to practice medicine in the State of Indiana to a supervisor, or the corporation business office, in order to verify the nature of the illness or injury of an immediate family member.
- d. Employees must use their unused and accumulated sick leave days for any leave that is requested under the provisions of the Family and Medical Leave Act. (See Family and Medical Leave Act in this handbook.)

### Bereavement Leave

In the event of a death in the classified employee's immediate family, the employee shall be entitled to be absent from work for the following periods of time with no loss in pay: Five (5) work days for the death of a spouse, child or parent and same relationship by marriage; three (3) work days for the death of a grandparent, brother or sister, and the same relationships by

marriage; one (1) work day for the death of any other close relative not defined above. Bereavement leave for any other reason may be approved at the discretion of the Superintendent of Schools. Upon returning from Bereavement leave, the employee must submit the proper documentation to the payroll department to ensure payment of the leave time.

### Personal Business Leave

Eligible classified personnel are entitled to use personal business days per the following guidelines:

1. Employees shall be entitled to two (2) personal business days per year without loss of pay.
2. A request for use of personal business leave must be submitted through the immediate supervisor and/or building principal to the Superintendent of Schools a minimum of five (5) working days prior to the anticipated use of personal business leave day (s).
3. The notice in #2 above may be waived by the Superintendent in case of an emergency. The Superintendent will determine if an emergency exists.
4. Personal business days shall not be used to extend vacation periods or holidays.
5. Personal business days may be taken in one-half (1/2) or full day increments only.

Personal business leave days are non-accumulative. Any unused personal business leave days will be transferred to the employee's unused accumulated sick leave at the beginning of the next school year (i.e. July 1). **Reminder:** Personal business leave corresponds exactly to the length of the employee's normal workday (e.g. a 4-hour employee is eligible for 4 hours of personal business leave in any one day).

### Jury Duty

Any classified staff member serving on a court appointed jury shall be paid the difference between his/her normal daily rate and the amount received from the Court. It is the employee's responsibility to provide documentation to the Corporation Treasurer of the amount received from the Court.

### **Family and Medical Leave Act (FMLA)**

1. Where indicated above, a number of leaves also qualify as leaves entitled to protection under the FMLA. All eligible classified employees will be entitled to the maximum leave allowed, when necessary, under the provisions of either the specific leave section listed previously and/or this family leave section.

2. An unpaid leave of absence up to twelve (12) weeks in duration may be granted to eligible employees for certain family or medical reasons. An employee who has been employed for at

least twelve (12) months (need not be consecutive) before the leave request and who has worked at least 1,250 hours during the previous year is eligible for a leave of absence pursuant to this policy.

### Qualifying Events

1. A family or medical leave will be granted should the need arise for any of the following qualifying reasons:
  - a. Birth of the employee's child, or the placement of a child for adoption or foster care, and first-year care of the child.
  - b. To care for the employee's spouse, child, or parent who has a serious health condition.
  - c. For a serious health condition that causes the employee to be unable to perform his/her job.
  - d. Qualifying Exigency Leave. Leave may be taken because of any qualifying exigency (as defined by applicable Department of Labor regulation) arising out of the fact that the spouse, child, or parent of the associate is on active duty or has been notified of an impending call or order to active duty in the Armed Forces. A qualifying exigency may include: attending certain military events, arranging for alternate child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This leave counts toward the associate's 12 week entitlement in any 12 month period.
  - e. Service member Family Leave. An associate may take up to twenty-six (26) weeks of Service member Family Leave in a single 12-month period if the associate is needed to care for spouse, child, or "next of kin" who has incurred a serious injury or illness in the line of duty while on active duty in the Armed Forces provide that such injury or illness may render the family member unfit to perform duties of the service member's officer, grade, rank, or rating. The initial 12-month period is measured forward from the first day of leave of Service Member Family Leave. Associates are not entitled to more than a total of twenty-six (26) work weeks of leave in a single 12-month period if Service Member Family Leave is comingled with the other types of leave discusses in the able paragraphs.
2. Leaves may begin before the birth of a child if a medical condition exists that makes the employee unable to perform the job, or prior to the placement of a child for adoption or foster care if circumstances require absence from work for the placement to proceed. An employee's entitlement to leave for the birth or placement of a child expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

### Notice Requirement

If the leave is foreseeable, thirty (30) days written notice is required. If the need for the leave is not foreseeable, the employee must give notice to the office of the Superintendent as soon as



possible. Family and Medical Leave applications and other appropriate forms will be available in the Corporation's business office.

### Certification Requirement

An employee's request for leave due to a serious health condition or due to the serious health condition of a qualifying family member must be supported by a timely certification issued by a licensed health care provider. The employee must provide the requested medical certification within fifteen (15) calendar days after the request was made. If the Superintendent has reason to doubt the validity of the medical certification, the employee may be required to obtain a second opinion at school corporation expense. Should any variance between the two medical certifications exist, a third opinion, at school corporation expense, may be requested. This opinion shall be final and binding. Failure to submit the required medical certification may result in the denial of the leave or denial of the continuation of the leave. Subsequent medical certification may be required on a reasonable basis. Medical certification shall be on forms provided by the school corporation.

### Request Procedure

Requests for leaves of absence and extensions must be requested in writing and on the prescribed form available from the office of the Superintendent unless impossible due to an emergency.

### Leave Substitution

Employees may elect to substitute accrued vacation (if available), personal, sick or other qualifying leave for all or part of any otherwise unpaid family medical leave. The employee shall make this choice at the time of application of the leave of absence and said choice may not be rescinded thereafter. If the employee chooses to use his/her qualifying paid leave, it will be counted as part of the employee's twelve (12) weeks of family medical leave entitlement. However, the use of paid leave by the employee under circumstances which do not qualify as family medical leave cannot be counted against the twelve (12) weeks of family medical leave to which the employee is entitled.

### Maintenance of Group Insurance

During the family medical leave, eligible employees may maintain coverage under the employer's group insurance plans, including health, life, accidental death and dismemberment, etc. at the same level and under the same conditions for which coverage would have been provided if the employee had continued in active employment continuously for the duration of such leave. Employees who contribute to such a group health plan must continue to make such contributions during the period of their leave in order to maintain coverage. The employer may recover the premium paid for maintaining an employee's health plan coverage during any period of unpaid leave if the employee fails to return from leave after entitlement has expired, provided the employee fails to return to work for a reason other than the continuation,

recurrence or onset of a serious health condition that would entitle the employee to leave, or other circumstances beyond the employee's control.

#### Restoration to Position and Benefits

Eligible employees returning from family or medical leave within twelve (12) weeks will be returned to the position that they held when they went on leave or they may be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

#### Return to Work

Employees returning from any form of leave of absence must be able to perform all of the essential functions of their jobs upon return. As a condition to restoring an employee whose leave was based on the employee's own serious health condition, such employee must provide certification from the employee's health care provider stating that the employee is able to resume the employee's normal work schedule and assume the full-time responsibilities for his/her position.

#### Failure to Return from Leave

An employee granted a leave of absence pursuant to this policy that fails to return to work upon expiration of the leave granted shall be classified as "voluntarily terminated."

#### Leave Entitlement Period

The twelve (12) month period in which the twelve (12) weeks of family leave entitlement occurs will consist of the twelve (12) month period measured forward from the date the particular employee's FMLA leave begins.

#### Status Reports

During the leave, employees may be required to provide periodic reports on his her status and intent to return to work following the leave. Requested information must be provided within fifteen (15) days of the request.

#### Jointly Employed Spouses

A total of twelve (12) weeks of FMLA leave will be granted to jointly employed spouses regarding birth or adoption of a child or to care for a sick parent. If the FMLA leave request were for his or her own illness, each spouse would be entitled to twelve (12) weeks FMLA leave.

### Temporary Disability Leave

A classified employee who has a temporary disability shall be entitled to an unpaid leave of up to one (1) year. A classified employee taking temporary disability leave shall have the option of first utilizing his/her accumulated sick leave days as paid leave. The term "temporary disability" for purposes of this leave has the meaning given to "serious health condition" in regulations implementing the Family and Medical Leave Act of 1993 and includes disability arising from surgery, injury, illness, physical or mental condition and pregnancy. The classified employee shall give the Superintendent at least thirty (30) calendar day's written notice prior to taking leave pursuant to this Section where the need for the leave is foreseeable. However, this requirement shall not work to deny this leave to a classified employee in case of emergency.

Written certification of the existence of a temporary disability from a health care provider shall be provided to the Superintendent within fifteen (15) calendar days after a written request for certification from the Superintendent. Failure to provide certification of the need for leave pursuant to this Section as requested, or to provide timely notice of intent to take leave pursuant to this Section with no reasonable excuse, may cause a delay in approval of the leave. During any unpaid leave pursuant to this Section, all insurance premiums shall be paid by the corporation for a maximum period of twelve (12) weeks as long as the classified employee pays his/her share not less than seven (7) calendar days prior to the premium due date.

### Dependent Care Leave

A classified employee shall be entitled to an unpaid leave of up to one (1) year to provide for a dependent that is incapable of self-care. A classified employee taking dependent care leave shall have the option of first utilizing his/her accumulated sick leave days as paid leave. For purposes of this leave, "dependent" means spouse, parent, biological or adopted child, foster child, or any other child or adult for whom the classified employee is in loco parentis. The classified employee shall provide not less than thirty (30) calendar days' written notice to the Superintendent of leave pursuant to this Section where the need for the leave is foreseeable. Written certification of the need for leave pursuant to this Section from a health care provider shall be provided to the Superintendent within fifteen (15) calendar days of the written request for certification from the Superintendent. Failure to provide certification of the need for leave pursuant to this Section as requested, or to provide timely notice of intent to take leave pursuant to this Section with no reasonable excuse may cause a delay in approval of the leave. During any unpaid leave pursuant to this Section, all insurance premiums shall be paid by the corporation for a maximum period of twelve (12) weeks, as long as the classified employee pays his/her share not less than seven (7) calendar days prior to the premium due date.

### Other Unpaid Leave

Any other request for time off without pay must be requested in writing on the appropriate form. Time off without pay may be granted only after all personal business and/or vacation days have been exhausted. The Superintendent must approve all requests for unpaid leave.

## **INVOLUNTARY SEPARATION OF EMPLOYMENT**

In the event that an employee is involuntarily separated from employment no benefit of any kind will be paid to the employee, e.g. accumulated sick leave, personal leave, and/or vacation time. All leave shall be considered forfeited.

### Fringe Benefits

Classified employees who work a minimum of thirty (30) hours per week for at least 36 weeks in the same work category are eligible for the following fringe benefits.

#### Health Insurance (optional)

The Hamilton Community School Corporation provides eligible employees the opportunity to voluntarily participate in a Group Health Insurance program through the Northeast Indiana School Insurance Consortium (NISIC). Hamilton Community Schools will pay the following percentages of the Plan 4 schedule of benefits as outlined by the NISIC. Twelve-month employees will be reimbursed at 80%; eleven-month employees at 70%; ten-month employees at 66%; and nine-month employees at 60% of the monthly premium. The amount of money the employee contributes is pre-tax dollars. Payroll deductions for insurance premiums will begin in the month prior to the effective date and will be made in twenty-four (24) installments (e.g. September — August).

The corporation's contribution toward premium costs will cease when the employee terminates employment with the corporation. An employee who terminates employment with the corporation and is participating in the corporation group health insurance plan will continue on the plan through the month for which premiums have been collected. Employees terminating employment may continue on the corporation's group health insurance for a limited period of time by exercising his/her option under COBRA. Any employee currently participating in the group health insurance plan who is contemplating terminating his/her employment should contact the corporation's business office for more information about COBRA. Guidelines for health insurance benefits for retirees may be found later in this handbook in the section covering severance and retirement benefits.

### Group Term Life Insurance (mandatory)

Full time classified employees shall be provided a term life insurance policy with a face value of \$50,000 and include accidental death and dismemberment benefits. Currently, the employee's cost is \$3.50 per year. The anniversary date for this policy is November 1 of each year.

### Long Term Disability Insurance (mandatory)

Each eligible classified employee shall be provided with a long-term disability insurance program, which provides two-thirds (2/3 's) of an individual's gross salary or wage. Commonly referred to as income protection, benefits will begin following ninety (90) days of disability. The income protection benefits will continue, in accordance with the terms of the policy, for the duration of the disability or until the employee reaches Normal Social Security Retirement Age (NSSRA). The cost to the employee shall be one dollar (\$1.00) per year. The anniversary date of this policy has been November 1 of each year.

### Medical Reimbursement Plan (Section 125)

The Board will offer the opportunity for employees to participate in a salary/wage reduction agreement under Section 125 of the Internal Revenue Service Code. Implementation shall be subject to IRS rules and regulations.

The plan will allow for withholdings for group insurance programs, dependent care provisions and unreimbursed medical expenses. Employees voluntarily elect to participate in this program. The Board shall pay the cost of administrative fees for implementing the Section 125 plan.

The Board shall not in any event be subjected to any additional liability or responsibility for costs of any kind beyond that which is contained in this section as a result of implementing this Section 125 plan.

### Worker's Compensation Insurance

The provisions of the Worker's Compensation Insurance plan purchased covers all employees of the Hamilton Community School Corporation by the corporation each year. Any employee who suffers a job-related injury must report the injury in the following manner and within the specified time frame. The employee:

1. shall notify his/her immediate supervisor of the injury and, before or after receiving treatment for the injury, complete a First Report of Injury. The completed report is to be delivered to the employee's supervisor for submission to the corporation office. The report will then be forwarded to the insurance company. **Note:** The First Report of Injury must be completed and delivered to the corporation office within two (2) working days of the date of injury. Failure to comply within this time frame may cause the claim to be denied.

2. who is absent from his/her regular duties due to a work related injury, may choose to collect benefits from the Worker's Compensation Insurance. Under no circumstances shall the singular or combined benefit compensation for any given day exceed the normal daily rate for the employee.
3. is responsible for the timely filing of extensions, when necessary.

### Public Employees Retirement Fund

Classified personnel who work a minimum of 600 hours per year are required to participate in the Indiana Public Employees Retirement Fund (PERF). Participation begins on the date of employment and continues until termination of that employment or retirement of the employee.

The Hamilton Community School Corporation shall pay the mandatory three per cent (3%) employee's share and the employer's share (8% for 2009) to PERF for those employees who satisfy the minimum hour requirement. Any employee, whose employment with the Corporation is terminated, voluntarily or otherwise, may petition the Fund (i.e., PERF) for a return of the employee's share of contributions made to his/her account with the Fund. However, it shall be expressly understood that any employee whose employment with the Corporation ends in any way other than qualifying for normal retirement shall not be entitled to any refund from the employer's share of contributions that the Corporation paid on behalf of the employee.

Hamilton Community School Corporation's contributions to PERF for all eligible employees are based upon each employee's gross pay (Employee share = 3%; Employer share = 8%.)

## **RETIREMENT BENEFITS**

**Employees whose employment began prior to the 2000/2001 school year may choose either Option I Traditional Separation of Employment Benefit or Option II Employer 401(a) Retirement Plan. Any employee whose employment began after the 2000/2001 school year is limited only to Option II.**

### Option I Traditional Separation of Employment Benefit

The Hamilton Community School Corporation will provide a separation of employment benefit for classified employees who: a) have been eligible to participate in the corporation sponsored group health insurance plan; and b) have worked a minimum of ten (10) consecutive years for Hamilton Community Schools immediately preceding the employee's severance from the corporation. The benefit shall be calculated as follows: thirty-five dollars (\$35.00) times the number of unused accumulated sick leave days, up to a maximum of 90 days.

Classified employees who elect to receive this traditional separation of employment benefit (e.g. severance pay) when they voluntarily leave the corporation are not eligible for retirement pay. No benefit will be paid for involuntary separation of employment.

## Option II Employer 401(a) Retirement Plan

- A. The Hamilton Community School Corporation provides a supplemental retirement benefit for eligible classified employees. To qualify, a classified employee must:
1. have been a full-time employee of the Hamilton Community Schools for a minimum of ten (10) consecutive years;
  2. provide written notice of the intent to retire to the corporation business office prior to June 1 of the year preceding the year of planned retirement;
  3. qualify for full retirement benefits from the Public Employees Retirement Fund (PERF) within sixty (60) days of the date of retirement;
  4. have been eligible to participate in the corporation sponsored group health insurance program; and
  5. be actively employed in the Hamilton Community School Corporation at the time of the planned retirement.

If the notification date is missed, and the classified employee submits a written explanation why, the Superintendent and the Board will determine whether or not a waiver is appropriate.

- B. During the 2000-2001 school year, the Board established a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Plan") for all eligible classified employees. The purpose of the plan is to provide supplemental retirement benefits for eligible classified employees of the Corporation.

The 401(a) Plan contributions will continue each school year as long as fiscal resources make it possible for the Board to continue financial support for the Plan. For eligible employees, the Board will contribute and pay to each employee's 401(a) account an amount equal to \$30 per month for each full month (i.e., min. of 15 workdays) of the employee's work year. The Corporation Treasurer will submit such contributions monthly, in arrears. In addition, employees who meet the eligibility criteria in A of this section, shall, upon their retirement, have an additional contribution made to their 401(a) account for unused and accumulated sick leave. The amount shall be calculated as follows: 35% of daily rate times the number of days of unused accumulated sick leave (Example: \$10.00/hr X 8hrs. = \$80 per day; \$80 x = \$28; \$28 x 70 days = \$1,960).

In addition, by no later than July 1 of each year, the school corporation shall purchase each classified employee's unused sick days in excess of ninety (90) by contributing fifty dollars (\$50.00) for each unused sick day over ninety (90) to the given employee's 401(a) Plan account. And, upon the employee's subsequent separation from employment by reason of retirement, final Partial Separation Benefits to be paid to the given employee's 401(a) Plan account will be calculated by multiplying the number of unused, accumulated sick leave days, including days converted from other leaves, up to a maximum of 100 days, remaining at the time of retirement by the applicable amount the selected Option I or Option II. The product is the amount to be paid to the given employee's 401(a) Plan account just prior to their final separation from employment by reason of retirement.

The 401(a) Plan replaces any Retirement/Severance Plan for those classified employees eligible to participate in the 401(a) Plan that previously existed as a resolution. policy or past practice the Board.

All eligible classified employees will be fully vested in the 401(a) Plan upon completion of at least one full year of service with the School Corporation. Once vested, all assets of the employee's 401(a) Plan account become the property of the employee and, in the event of the employee's death, the employee's designated beneficiary or estate.

The vendor for the 401(a) Plan shall:

- a. be subject to all Internal Revenue regulations;
- b. have no contract initiation fees charged to the employee; and
- c. have no administrative or Plan Document charge to the Board.

## VACATIONS AND HOLIDAYS

### Vacation

Vacation is awarded annually to eligible employees on July 1 . Only full-time twelve (12) month employees shall be entitled to paid vacation days. Full-time is defined as working a minimum of 30 hours per week; twelve (12) month employment is defined as a minimum of 240 days in one job classification.

Except at the discretion of the superintendent, no employee may be granted paid vacation without approval from his/her immediate supervisor until the employee has been employed for six (6) months and the employee's work' performance has been satisfactory for the same period. During the first year of employment, and provided their work performance has been satisfactory, an eligible employee may be entitled to one week (five days) of paid vacation. During the second through fifth years of continuous employment and satisfactory work performance, an eligible employee is entitled to two (2) weeks of paid vacation.

During the sixth through twelfth years of continuous employment and satisfactory work performance, an eligible employee may be entitled to three (3) weeks of paid vacation. After twelve years of continuous employment and satisfactory work performance, an eligible employee may be entitled to four (4) weeks of paid vacation.

Continuous employment shall not be considered broken if an employee is on an unpaid leave approved by the Superintendent and the Board of School Trustees. Satisfactory work performance shall be determined through a performance evaluation process conducted by the employee's immediate supervisor, building administrator (where appropriate) and/or the Superintendent. The awarding of vacation time shall be made based upon recommendations from the employee's supervisor through the appropriate administrator to the Superintendent. The Superintendent shall make the final decision regarding the award of vacation time.



In order to properly plan, employees eligible for vacation will, on or before June 30 of each year schedule and have approved by their immediate supervisor, and building administrator their vacation schedule for the following July 1 -June 30. Employees are encouraged to schedule vacations when students are not in attendance. Vacation time is not to be used as personal leave and eligible employees are encouraged to take the time in blocks. Up to five (5) vacation days may remain unscheduled for emergencies until March 1 of the year it is to be used, but scheduled with the supervisor by the March 1 date. Exceptions may be made by the administration. Consideration will be given to the repurchasing of vacation time of the maintenance staff at the discretion of the administration at fifty dollars per day (\$50) to insure adequate staffing of the summer cleaning crew.

**The maximum number of vacation days that may be taken consecutively, or pre-approved in combination with bona fide holidays is ten (10).** Except at the discretion of the building principal and the Superintendent, vacation time is not to be taken during the weeks immediately preceding and/or following the beginning and/or ending of the school year.

Any unused vacation days shall be forfeited with no additional compensation.

All unused/accumulated vacation days remaining at the time employment ends with the Hamilton Community Schools shall be paid to the employee's 401(a) account, within thirty (30) days following separation of employment, at his/her per diem rate in effect on the last day of employment.

**NOTE: Earned vacation time may be used for sick leave, if necessary. However, sick leave may NOT be used for vacation time.**

Holidays

Full-time (30 hours/week minimum), twelve months, classified employees are eligible for paid holidays. Such days are in addition to the employee's assigned work days. Eligible employees must work the weekdays immediately preceding and following the holiday(s) in order to be eligible to receive holiday pay. Any request for an exception (e.g., pre-approved vacation, documented illness/injury, etc.) must be submitted in writing through the supervisor, and/or building principal, to the Superintendent for approval.

All full-time twelve (12) month employees will be paid for the following holidays:

|                   |   |                    |   |
|-------------------|---|--------------------|---|
| Independence Day  | 1 | Christmas Day      | 1 |
| Labor Day         | 1 | New Year's Eve day | 1 |
| Thanksgiving Day  |   | News Years Day     | 1 |
| and the day after | 2 | Memorial Day       | 1 |
| Christmas Eve Day | 1 |                    |   |

The Board, upon recommendation of the Superintendent, may make special arrangements for one or more of the major holidays. Reasonable notice will be given to all employees affected by

such special arrangements. **NOTE:** If President 's Day is not used as a make-up day and school is not in session that day, then it will be an additional paid holiday for 12-month employees.

## **DISCIPLINARY PROCEDURES**

Hamilton uses a system of progressive discipline for minor infractions of its rules, regulations, policies and the inadvertent failure of its employees to meet their responsibilities to the School Corporation. Depending on the nature or severity of an offense, as determined by the School Corporation, an employee may be terminated in lieu of progressive discipline. Because our classified employees are employees at will and can leave Hamilton's employ at any time for any reason, the School Corporation also retains the right to terminate an employee at any time and for any reason.

## **EXHIBITS**

### **DRUG FREE WORKPLACE POLICY**

### **EXHIBIT A**

The Board of School Trustees believes that quality education is not possible in an environment affected by alcohol, drugs and any other controlled substance. It will seek, therefore, to establish and maintain an educational setting, which is not tainted by the use, or evidence of use, of any controlled substance.

The Board shall not permit nor condone the manufacture; possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any classified employee while on Corporation property or while involved any Corporation-related activity or event. Any classified employee who violates this policy shall be subject to disciplinary action in accordance with Corporation guidelines and the terms of any personnel policies or handbooks.

The Superintendent shall establish administrative guidelines that will best ensure compliance with the intent of this policy and that will provide for appropriate disciplinary action, if and when needed.

41 USC sec. 701 et seq.

### **SEXUAL AND OTHER FORMS OF HARASSMENT POLICY**

### **EXHIBIT B**

The Board of School Trustees recognizes that a classified employee has the right to work in an environment untainted by sexual or other forms of harassment or discrimination. Offensive conduct, which has the purpose or effect of unreasonably interfering with work performance or

creating an intimidating, hostile, discriminatory, or offensive working environment, disrupts the educational process and impedes the legitimate pedagogical concerns of the Corporation.

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision. Other prohibited conduct includes that which has the purpose or effect of creating an intimidating, hostile, discriminatory or offensive working environment on the basis of gender, religion, race, color, ethnicity, age, and/or disability.

The harassment of any employee or student of this Corporation is strictly forbidden. Any employee or agent of this Board who is found to have harassed an employee or student of this Corporation will be subject to disciplinary procedures up to and including termination. Any classified employee or agent of this Board is encouraged to report any harassment to the appropriate supervisor and/or administrator.

29 CFR 1604.1 1

**USE OF TOBACCO BY CLASSIFIED STAFF**

**EXHIBIT C**

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

For purposes of this policy, “use of tobacco” shall mean all uses of tobacco, including a cigar, cigarette, pipe, snuff, "smokeless" tobacco, e-cigarette, or any other matter or substance that contains tobacco.

In order to protect students and staff members who choose not to use tobacco from an environment noxious to them, the Board prohibits the use of tobacco by classified employees in school buildings, on school grounds, in school owned vehicles, or at any school-related activity or event. The only exception may be in areas outside of a school building designated by the building principal or Superintendent as a 'smoking area.'

20 USC 6081 et seq.

IC 16-41-37-1 et seq.

**SICK LEAVE SCHEDULE**

**EXHIBIT D**

| Employee Group | Maximum Hour/days | Annual Sick Leave (# of days) | Maximum Accumulation Allowed (# of used days) |
|----------------|-------------------|-------------------------------|---|
| A              | 8                 | 8                             | 90  |
| B              | 8                 | 6                             | 90  |
| C              | 4.5 – 8           | 6                             | 90  |

**Employee Groups:**

- A. Applies to: Corporation Secretary; Corporation Treasurer; Student Activities Coordinator; and all twelve (12) month maintenance staff members.
- B. Applies to: Elementary Secretary/Treasurer; High School Secretary; and High School Treasurer.
- C. Applies to: Cafeteria Manager; cafeteria personnel meeting minimum hourly requirements; Instructional/Media/Clerical Assistants; School Nurse; and any maintenance staff members employed less than twelve months.