

# **Brown County Schools Support Staff Handbook**



Brown County Schools  
Board of School Trustees Approved: October 5, 2017  
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**BROWN COUNTY SCHOOLS**  
**Support Staff Personnel**

**INTRODUCTION**

This Support Staff Personnel Handbook establishes policies and procedures of the Board of School Trustees applicable to support staff personnel employed by the Brown County Schools. This Handbook may not contain all of the policies and procedures that are applicable to support staff personnel. The policies described in this Handbook may be changed, added or deleted by the Board of School Trustees for the Brown County Schools at any time, for any reason, with or without notice, subject to any applicable law. Brown County Schools will make every effort to notify support staff personnel when an official change in policy or procedure has been or will be made but support staff personnel are responsible for their own up-to-date knowledge about the Schools' policies and procedures.

The information contained in this Handbook as it pertains to support staff benefits is only intended to provide a brief summary of our benefit plans. Where there is a difference between this Handbook summary and any benefit plan document, the plan document will govern.

The policies described in this Handbook will be applied at the discretion of Brown County Schools in compliance with all applicable law. Failure of the School Corporation to enforce any provision of a policy does not constitute a waiver of that policy.

This Handbook is **NOT** a contract of employment nor is it intended to create contractual obligations for the Brown County Schools of any kind. Support staff personnel are employed at-will and may be terminated at any time for any reason (subject to applicable law) with or without notice.

This Handbook supersedes all prior versions of any support staff handbook and any other written or unwritten policies and procedures that conflict with the policies herein.

## **Personnel Policy**

It is the policy of Brown County Schools to hire the most qualified persons to support the mission of the corporation to educate and protect the children of Brown County. Support staff work on an at will basis for Brown County Schools. At will employment does not include contractual protection and is contingent upon satisfactory performance.

To keep its personnel policies and the corresponding administrative guidelines in the highest state of effectiveness the Superintendent is directed to establish appropriate procedures.

## **EMPLOYMENT RECOMMENDATIONS**

It shall be the responsibility of the Superintendent to recommend to the Board of School Trustees the highest quality applicants for the positions established.

## **NON-DISCRIMINATION**

It is the policy of Brown County Schools not to discriminate on the basis of race, color, religion, sex, sexual orientation, national origin or age in its educational programs or employment policies as required by the Indiana Civil Rights, Titles VI and VII (Civil Rights Act 1964) the Equal Pay Act of 1973 and Title IX (1972 Education Amendments).

Inquiries regarding compliance with Title IX may be directed to the Title IX Coordinator. All other inquiries regarding the School Corporation non-discrimination policy should be directed to the Superintendent.

Further, no qualified individual with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to, discrimination under any programs or activity.

## **LEAVES AND HOLIDAYS**

### **Personal Leave**

Support staff working 180-230 days and 30 hours or more per week are provided two (2) personal leave days per school year, and may request two (2) additional personal days each school year, to be taken from their accumulated sick leave. 260 day support staff are provided three (3) personal leave days per calendar year, and may request three (3) additional personal days each school year, to be taken from their accumulated sick leave.

Requested leaves may only be taken on a half or full day basis.

All personal leave days not used at the end of the fiscal year will be added to the balance of accumulated sick leave determined by Retirement Plan I or Plan II.

Support staff working less than 180 days and/or less than 30 hours per week and temporary employees are not eligible for Personal Leave benefits, including holiday pay, except workers compensation, if eligible under state law.

### **Sick Leave**

Support staff shall use sick leave for either their own personal illness or to care for eligible family members who are ill. An eligible "family member" for purposes of this provision is defined as the employee's father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, grandchild or a person living in the home of the employee. 180-230 day employees working 30 hours or more per week are provided ten (10) sick leave days each school year. Unused sick leave days accumulate

each year to a maximum of 90 sick days for those employees on Retirement Plan I and 190 sick days for those on Retirement Plan II.

260 day employees are provided twelve (12) sick leave days each calendar year. Unused sick leave days accumulate each year to a maximum of 90 sick days for those employees on Retirement Plan I and 190 sick days for those on Retirement Plan II.

The School Corporation reserves the right to request medical certification to support the employee's request to use sick leave days.

Support staff working less than 180 days and/or less than 30 hours per week and temporary employees are not eligible for benefits, including holiday pay, except workers compensation, if eligible under state law.

### **Unpaid Leave Days**

An employee requesting leave days beyond those days granted by the policies of the School Corporation or by applicable law must make his/her request to the Superintendent. Such request will be granted if the Superintendent, in her sole discretion, determines that extenuating circumstances exist that justify the need for the additional leave days. Each request and the extenuating circumstances associated with the request will be evaluated on case-by-case basis. The Superintendent will not typically grant requests for unpaid personal leaves of absence beyond those leave days provided to employees by School Corporation policy and applicable law. All leave days available to an employee through the School Corporation's policies and law must first be exhausted before the Superintendent will consider a request to grant additional unpaid leave days.

### **Bereavement Leave**

Support staff shall be granted up to five (5) days leave for the death of a family member of the employee's immediate family. The immediate family shall be defined as the employee's father, mother, brothers, sisters, spouse, children, father-in-law, mother-in-law, grandchild, or a person living in the home.

Should the support staff member not use all five (5) days at the time of the bereavement, one (1) day remaining of the five (5) days shall be available during the same school year for the employee to settle estate matters.

Support Staff shall be granted three (3) consecutive days leave for death of any other relative not defined as immediate family.

Bereavement leave shall begin on either the day of the death of the relative or the day following the day of death. When the funeral or memorial service is scheduled to be outside this time period, the support staff may appeal to the Superintendent or his/her designee to begin the bereavement leave at a time other than the day of death or the day after the death in order to accommodate attendance at the funeral.

### **Jury Duty**

Employees serving on jury duty or subpoenaed to appear as a witness in court must submit their compensation, excluding travel reimbursement, to the school district in order to receive their normal pay.

### **Election Board**

Employees shall not be paid by the school district to serve on any Election Board.

### **Leave for Major Disability**

260 day employees working 30 hours or more per week are provided long term disability insurance at a cost of \$1.00 per year. For information relating to the requirements to be eligible for long term disability insurance, please see the long term disability plan document that may be obtained through the Superintendent's Office.

### **Family and Medical Leaves of Absence ("FMLA")**

Leaves of absence under the Family and Medical Leave Act for support staff personnel will be covered by Board Policy 4430.01 – Family & Medical Leaves of Absence ("FMLA"). This Board Policy is available on the web site of the Brown County Schools and is also available through the Superintendent's Office. All full-time employees qualify for Family & Medical Leaves Absence.

### **Sick Leave Bank**

Sick Leave Bank is offered to all full-time support staff who are members of the sick leave bank. (hereinafter referred to as a "Participating Members"). The rules set out below will apply to usage of days in the sick leave bank for Participating Members.

Individual participation shall be voluntary. The School district shall, within ten (10) days after the date of employment, and upon receipt of a properly completed and signed Sick Leave Bank Contribution Form deduct one (1) day sick leave from the authorizing employee's earned sick leave allotment.

1. Any Participating Member who has exhausted his/her accumulated sick leave and has been employed continuously at least one (1) year will be eligible to apply to the sick leave bank.
2. The initial number of days available to any one Participating Member shall be thirty (30) with a maximum of sixty (60) days available per year.
3. Requests for a Participating Member to withdraw sick leave bank days require:
  - (a) A doctor's statement indicating the nature of the illness/disability.
  - (b) Verification from the central office that the employee's sick leave days have been exhausted.
  - (c) Verification that the employee has not applied for or received any public funds or benefits derived from public funds as partial or full compensation for the illness or disability causing the absence.
4. The Sick Leave Bank Review Committee is comprised of two (2) support staff members and one (1) administrator appointed by the Superintendent. The committee shall review each request on an individual basis. The Committee has the full responsibility in granting, denying or suspending grants of sick days from the Sick Leave Bank, provided, the above rules were followed.
5. Days granted for Sick Leave Bank use can only be used for personal use. A Participating Member may not apply to the Sick Bank for use when a family member is sick.
6. Days shall not be transferable to another school corporation or used outside sick bank provisions.
7. Donations to the sick bank, other than those described for initial membership, shall be required only when the sick bank balance nears depletion during the school year. In such event, each member of record for the current school year or the prior school year, as appropriate, shall donate an additional day in order to remain as a member in good standing.

8. Employees who failed to join the sick leave bank at the time of employment shall become members only by donating one (1) day for each year that they were eligible. They are also obligated to any additional days of donation required of bank members during that same period.

## **Holiday Pay**

### **The legal holidays for 180-230 day employees who work 30 hours or more per week are:**

- |                                 |   |
|---------------------------------|---|
| 1. New Year's Day               | 5. Thanksgiving Day                           |
| 2. Martin Luther King Jr Day    | 6. Day after Thanksgiving                     |
| 3. Memorial Day *               | 7. Christmas Day                              |
| 4. Labor Day                    | 8. President's Day                            |
| * Determined by School Calendar | 9. Election Day (if school is not in session) |

### **The legal holidays for 260 day employees are:**

- |  |  |
|--|--|
| 1. New Year's Day                      | 6. Labor Day                                   |
| 2. Martin Luther King Jr. Day          | 7. Thanksgiving Day                            |
| 3. Good Friday ( <i>if no school</i> ) | 8. Day after Thanksgiving                      |
| 4. Memorial Day                        | 9. Christmas Eve                               |
| 5. Fourth of July                      | 10. Christmas Day                              |
|  | 11. President's Day                            |
|  | 12. Election Day (if school is not in session) |

If a holiday falls on a Saturday it will be observed the Friday before the holiday. If a holiday falls on a Sunday it will be observed the Monday following the holiday.

If Christmas Eve and Christmas Day fall on a Sunday-Monday, the holiday will take place on Monday-Tuesday.

### **Vacations - (Available for 260 day employees only)**

Vacation days should be used in the year they are given (July 1 - June 30) but may be extended into the following quarter. By June 30, employees may elect one of the following: 1) Be paid out for the remaining vacation days, 2) Be paid out for a portion of the vacation days and use the others, or 3) use all vacation days. If a 260 day employee elects to be paid out for all or a portion of his/her unused vacation days, then such days will be paid out at 50% of the employee's daily rate. This vacation day buyback option is only available to 260 day employees who continue employment with the School Corporation. There is no pay out or buyback option of unused vacation days for terminating employees (see below).

### **Vacation Day Allocations per Years of Service:**

- 1 week after six (6) months of employment
- 2 weeks on July 1st following the first six months of employment (not to exceed two weeks in the first year of employment)
- 3 weeks on July 1st following five (5) years of employment
- 4 weeks on July 1st following ten (10) years of employment
- 5 weeks on July 1st following twenty (20) years of employment

Employees transferring from a 180-230 day position to a 260 day position will receive vacation benefits according to years of service.

Upon termination of employment, all unused vacation leave days will be forfeited and no payment will be received by the departing employee for unused days.

## **BENEFITS**

### **Health and Vision Insurance**

All support staff who work 30 hours per week are eligible to participate in the Corporation benefit package. This includes Health, Life, and Dental, Vision insurance and INPRS. All employees must fill out an insurance form indicating their decision to participate in the plan. Claim forms for health/vision insurance can be obtained online.

### **Life Insurance**

All support staff who work thirty (30) hours or more per week are provided a basic life insurance policy at the start of their employment and will be eligible for additional insurance that is optional, at the rate set by the corporation insurance company. Supplemental life insurance is also available for additional cost. Eligible employees must complete an insurance form for basic life and indicate their decision to participate in the optional portion of the plan.

### **Dental Insurance**

All support staff who work thirty (30) hours or more per week are eligible to participate in the dental insurance program. Eligible employees must complete an insurance form indicating their decision to participate in the plan.

### **Elective Coverage**

Elective coverage is available through Colonial Life for Short-Term Disability, Cancer, Life, and Major Medical. This coverage is elected by the employee and is not covered by Brown County Schools.

### **INPRS**

All support staff who work thirty (30) hours per week are permitted by the State of Indiana to be members of the Public Employees Retirement Fund (PERF) administered by the Indiana Public Retirement System (INPRS). The corporation will pay all retirement for support staff. Eligible employees have the option of making additional contributions at their own discretion. Brown County Schools will withhold and send any additional contributions to PERF on behalf of the employee. For additional information, contact INPRS.

Indiana Public Retirement System

One North Capitol, Suite 001

Indianapolis, IN 46204

Toll-free: (888) 286-3544–TDD for the hearing impaired: (317) 233-4160

### **Overtime**

Overtime will only be allowed upon approval of the building administrator or supervisor. Overtime is calculated on the number of hours worked exceeding 40 hours in a work week and will be paid at time and one half. “Hours worked” means the employee is actually working. For example, if an employee is paid for a paid leave day or paid holiday, then such time, even though paid, is not actually worked by the employee, and therefore such hours are not included as “hours worked” for that work week.

### **Time Sheets**

A time sheet must be completed by each hourly and daily rate employee. The time sheet should be completed and signed for the pay period indicated. The time sheet is to be turned in to the building



Administrative Assistant or Administrator according to the payroll calendar schedule. Only properly completed time sheets will be processed by the payroll department.

**Direct Deposit**

All employees are required to receive pay by direct deposit.

**Paraprofessional Positions**

Any employee hired for a paraprofessional position must have a high school diploma or GED and at least 2 years of study at an institution of higher education or take and pass the Para Pro test. Employees will be given a limit of six months from the date of hire to pass the Para Pro test. Should the employee prove to be unsuccessful in passing the test, the employee will be recommended for termination.

**Retirement/Severance**

The 401(a) Plan Administrator will be determined by the Board of School Trustees after receiving a recommendation from the Superintendent.

Plan I

1. The Board of School Trustees will contribute \$325 per school year to a 401(a) account for each employee employed less than 12 months a year employee. For 260 day employees, the Board of School Trustees will contribute \$425 a year. The plan will vest upon completion of the 5th year of service at Brown County Schools.
2. For every dollar contributed to a 403(b) plan by employees, the Board of School Trustees will contribute matching dollars, to a 401(a) defined contribution plan up to the following annual maximum match amounts:  
For employees employed less than 12 months a year – Board maximum annual match is \$250.00.  
For 260 day employees – Board maximum annual match is \$350.00.

The employee contribution to the match program shall vest immediately. The Board of School Trustees contribution to the match will vest upon completion of the 5th year of service at Brown County Schools.

3. The Board of School Trustees shall contribute to a 401(a) defined contribution plan \$60 per day of unused sick leave up to a maximum of ten (10) days per year.
4. Employees in Plan I may only accumulate up to 90 sick leave days for sick leave purposes and will not be eligible for accumulated sick leave related severance benefits.

Plan II

Employees hired before January 1, 1997 who receive severance pay in accordance with the following formula: Percentage of unused accumulated sick leave multiplied by present daily rate. Employees must have ten years of continuous employment with Brown County Schools and may accumulate up to 190 days of unused sick leave under this plan. Service factors and percent used in the formula are to be taken from the following table:

<u>YEARS OF SERVICE IN THE BROWN COUNTY SCHOOLS</u>	<u>PERCENTAGE OF UNUSED ACCUMULATED SICK LEAVE</u>
10 - 14	35%
15 - 19	45%
20 - 24	55%
25 - 29	65%

Severance pay, provided all of the above provisions are satisfied, will be paid only one time by the employer to an employees designated 403(b) account. Said payments shall be paid within 24 months of severance in three nearly equal installments payable on or about July 15 of the year of retirement, July 15 of the following year, and January 10 of the next year.

### **Medicare Bridge Benefit Program**

An employee who was employed by the School Corporation before November 1, 2017 may participate in a Medicare Bridge Benefit Program, (hereinafter called the "Program"), in this School Corporation. Any employee commencing employment with the Brown County Schools on or after November 1, 2017 shall not be eligible for this benefit. All employees meeting the eligibility requirements set forth below shall qualify for this program.

1. To be eligible an employee must meet all the following requirements and provisions:
  - a. Have commenced employment with the Brown County Schools before November 1, 2017;
  - b. Be at least 55 years of age during the school year for which the employee applies to begin participation in the Program; and
  - b. Has not less than twenty (20) years experience in this School Corporation; and
  - c. Have made a non-binding notice of retirement to the Superintendent, in writing, for participation in the program by July 1st of the year preceding retirement and have sent a binding letter of intent to retire to the Superintendent by April 1st of the year of retirement. In the event of an unforeseen retirement, the Board, at its discretion, may waive said July 1st notification date.
2. A Program stipend shall be paid to employees meeting the eligibility requirements above at the rate of Five Thousand Dollars (\$5,000.00) per year for each subsequent year following the year of retirement starting with the first regular pay up to and including the year said employee first reaches the normal Medicare eligibility age, (the age at which one can retire and still collect full medical benefits) or 10 years, whichever is less. If the employee qualifies for Part A of the Medicare Act before the first payment is to be made, he/she will not receive the cash payment for that year or any subsequent years. Payment will be made two times per year to the employee's VEBA account. Such compensation for an individual participating employee shall remain fixed at the stated amount contained herein for the entire duration of such employee's participation and shall not be changed for such employee due to revision of the compensation amount in a successor handbook.
3. The employee who participates in the Program will not receive the salary, fringe benefits, or any other paid or unpaid benefits provided elsewhere, except that such employee may continue to be enrolled in the School Corporation's medical insurance plan for the duration of participation in the Program, and may apply said VEBA account toward the cost of the medical insurance plan, but such employee will be responsible to pay the balance of the insurance premium applicable to the insurance coverage. It will be the responsibility of the employee to pay such insurance premiums due in the manner designated by the Superintendent.
4. The employee shall cease to be a participant in the Program, and no further compensation will be due or payable to the employee, (1) when the employee has completed the school

year (July 1 to June 30) in which the employee first reaches normal Medicare eligibility age (the age at which one can retire and still collect full Medicare benefits), or (2) the employee has received the maximum number of annual payments for which the employee qualifies (not to exceed ten (10) annual payments), or (3) when the employee has died before completion of the Program, provided, however, that the compensation shall be prorated for the year of the employee's death.

5. Should the Board subsequently determine to rehire an employee who elected to retire under this option, no further compensation and no Medicare bridge stipend under the Program will be due or payable to the employee. Further no Medicare bridge stipend and no retirement pay for years of service or for unused accumulated sick leave days will be paid upon retirement of the employee a second (2nd) time.

## **SEPARATION**

Employees resigning their employment will submit a written resignation to their supervisor at the earliest possible date and preferably no later than two weeks prior to the termination date. All resignations will be deemed accepted by the Board of School Trustees upon submission of the resignation to the employee's supervisor.

## **EMPLOYEE STANDARDS OF CONDUCT**

All support staff are expected to cooperate with other employees and supervisors and are expected to treat other staff and students in a fair and humane manner. Employees displaying rude, discourteous, or negligent behavior, or inappropriate interactions with employees, supervisors, or students will be subject to disciplinary action and/or dismissal.

Professional behavior is expected of all employees. Offenses may include but are not limited to: breaches of confidentiality, emotional abuse or harassment, physical abuse, sexual abuse, swearing or other profanity, being discourteous or non-cooperative with co-workers and/or supervisors, etc.

Employees are expected to be positive role models. Use of tobacco products, alcoholic beverages, or inappropriate language during working hours on school property will result in disciplinary action and/or dismissal.

Conviction of criminal charges that have not been expunged may result in disciplinary action and/or dismissal.

## **FORMS OF AVAILABLE DISCIPLINARY ACTION**

The following forms of discipline are options the Superintendent or a supervisor may utilize in the Superintendent/supervisor's discretion in response to employee misconduct that warrants disciplinary action.

### **A. Supervisory Conference**

A formal meeting between the employee and supervisor to review performance and make recommendations may be held.

### **B. Probation**

The Superintendent or his/her designee may place an employee on assigned probationary status for up to one year.

### **C. Suspension**

The Superintendent or his/her designee may suspend an employee from work without pay.

### **D. Termination**

The Superintendent or his/her designee may terminate an employee at any time. The Board of School Trustees will approve the termination at the next scheduled meeting.

## **CRIMINAL HISTORY CHECKS**

To help ensure a safe environment and as required by state law, Brown County Schools will conduct an expanded criminal history check on each employee once every five (5) years. The superintendent will be responsible for determining the schedule for conducting the expanded criminal history checks on school employees. The cost of an expanded criminal history check will be the responsibility of the employee.

The School Corporation may conduct an expanded criminal history check on an employee when the Corporation has reason to believe the employee has been convicted of or charged with certain crimes enumerated in state law or an expanded child protection index check when the Corporation has reason to believe the employee is the subject of a substantiated report of child abuse or child neglect.

Each employee will be questioned about the individual's expanded criminal history check. Failure to answer honestly any questions related to the expanded criminal history check may be cause for termination of the employee.

Any information obtained from any criminal history check is confidential and shall not be released or disseminated.

All school employees are required by state law to report to the School Corporation if they have been convicted during their employment of certain crimes enumerated in state law. The superintendent or designee is responsible for implementing regulations to notify the employees, including volunteers, and the entities for contracted services of this duty.

**ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK**

I have received a copy of the Support Staff Personnel Handbook. I have read, reviewed, and understand its contents. I understand that the Brown County Schools reserve the right to change, suspend, or eliminate some or all of the plans, policies, procedures, rules and regulations contained in the Handbook with or without notice.

I understand that the Support Staff Personnel Handbook is not a contract of employment and my employment can be terminated at any time, at my option or the option of the School Corporation, with or without cause. I do not rely upon the provisions contained in the Handbook in accepting or continuing employment with the School Corporation.

I understand that it is my responsibility to ask the Superintendent's Office if I have any questions concerning these policies, procedures, rules, and regulations of the School Corporation.

\_\_\_\_\_  
Signature of Employee

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name