Brown County Schools Administrator Handbook

Brown County Schools
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Brown County Schools
Administrator Benefits Handbook

This Administrator Benefits Handbook establishes benefit policies applicable to all administrators of Brown County Schools in order to communicate with all administrative employees the procedures, expectations, rights, and responsibilities for benefits. Individuals employed in the following positions shall be considered administrators: Superintendent, Director of Student Services, Director of Safety & Operations, Director of Career Resource Center, Director of Career Connected Learning, Director of Technology, Director of Maintenance, Director of Transportation, Corporation Treasurer, Principals, Assistant Principals, Dean of Students, and Athletic Director.

This Handbook may not contain all of the benefits policies that are applicable to administrators. The policies described in this Handbook may be changed, added or deleted by Brown County Schools at any time, for any reason, with or without notice, subject to any applicable contractual obligations or applicable law. Brown County Schools will make every effort to notify administrators when an official change in policy has been or will be made but administrators are responsible for their own up-to-date knowledge about benefits. The information contained in this Handbook is only intended to provide a brief summary of our benefit plans. Where there is a difference between this Handbook summary and the PLAN DOCUMENT POLICY, the plan document policy 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 by Brown County Schools 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 Brown County Schools of any kind, other than those already stated in any employment contract.

This Handbook supersedes all prior versions of any administrator benefits handbook and any other written or unwritten policies and procedures.

Holidays and School Breaks

The school district observes various paid holidays and paid school breaks, which may be enjoyed by all 260 Day administrators. The School Corporation recognizes the following paid holidays and school breaks:

The 5-day week including the 4th of July*
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Dr. Martin Luther King Jr. Day (if there is no school)
Memorial Day

*If this holiday falls on a Saturday, the 5 day holiday week will take place the week prior. If the holiday falls on a Sunday, the 5 day holiday week will take place the week following. The Fourth of July week holiday cannot be traded during any other time of the year with the exception of the Director of Maintenance, Corporation Treasurer, Director of Technology, Director of Transportation, and the Superintendent.

When a paid holiday falls on a Saturday or Sunday, then the Superintendent will designate an alternative date for the paid holiday.

When a holiday falls within a vacation period, with approval by the Superintendent or his/her designee, the vacation period may be extended by an additional day or one day of vacation may be used at a later date.

An employee will not be paid Holiday Pay if the employee is not regularly scheduled on the day the holiday falls. (Example: If a holiday falls on a Friday and the employee does not work on Fridays, the employee will not be paid Holiday Pay for that day.)

Vacation

Administrators who work 260 days are eligible to earn and use vacation days as described in this policy.

Administrators shall accrue 20 vacation days per year beginning on the date of hire.

- Days must be used in whole or half day increments.
- On the first July 1 following twenty (20) years of employment – 25 days per year

Vacation time is accrued and cannot be taken before it is earned. Unused vacation days may not accumulate from year to year. Accrued vacation days not used by June 30th will be paid out at 50% of the employee's daily rate.

Accumulated vacation days are not paid out upon separation of employment.

Requests for vacation time must be submitted through Skyward no less than one (1) week in advance and must be approved in advance by the superintendent. If an administrator cannot give one (1) week advance notice due to emergency circumstances, then the Superintendent may in his/her sole discretion waive the one (1) week notice period. Requesting vacation days does not always mean the request will be granted. The needs of the school district shall be given first consideration.

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

Sick Leave

For absences, 260 day administrators shall be allowed ten (10) days with compensation each year accumulative to ninety (90) days. Administrators whose contract is less than 260 days shall be granted five (5) sick days with compensation each year accumulative to ninety (90) days. An Administrator may, at the Administrator's discretion, sell any sick days above 90 at a rate of $100 per day (maximum of 10 days) to a 401(a) account. The deposit for such days will be made at the end of the Administrator's contract year.

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

Accumulated sick leave days are not paid out upon separation of employment.

Personal Leave

260 day administrators shall be granted five (5) days of personal leave each school year.

Administrators whose contract is less than 260 days shall be granted eight (8) days of personal leave each school year.

All personal leave days not used by June 30th will be added to the balance of accumulated sick leave.

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

Accumulated personal leave days are not paid out upon separation of employment.

Sick Leave Bank

The School Corporation shall, within ten (10) days after the beginning of the school year of initial participation, upon receipt of a properly completed and signed Sick Leave Bank Authorization Form deduct one (1) day's sick leave from the authorizing employee's earned leave allotment. This Sick Leave Bank shall be for the use of all administrators and shall be used only for those who have exhausted their own sick leave days.

Donations to the sick bank other than those described for initial membership shall be required only when the sick bank gets down to 25 days during the school year. In such event, each member of record for the current school year or the immediate past school year, as appropriate, shall donate an additional day in order to remain a member in good standing.

Membership in the Sick Leave Bank shall be continuing from year to year. Individual participation shall be voluntary. Individuals employed after the beginning of the applicable school year shall be given the opportunity to become a member of the Sick Leave Bank provided they complete and submit the appropriate membership forms within ten (10) days after the date of employment and donate one (1) day to the sick bank.

The Board and the Association agree to the following rules for administration of the Sick Leave Bank:

1. All sick bank requests must be accompanied by an FMLA application to run concurrently.

2. The maximum number of days to be offered to any one (1) member shall be ninety (90) days per year.

3. Any participating member who has exhausted his/her accumulated sick leave will be eligible to apply to the Sick Leave Bank.

4. Requests to withdraw Sick Leave Bank days require:

    a. Doctor's statement indicating the nature of the illness/disability.

    b. Verification from the central office that the administrator's sick, vacation, and personal days have been exhausted and he/she is not receiving any public funds or benefits derived from public funds as partial or full compensation for the illness or disability causing the absence.

5. Days contributed shall not be transferable to another school corporation or used outside of sick bank provision.

6. Persons who have failed to join the Sick Leave Bank in the year in which they first had the opportunity to join shall become members only by donating one (1) day for each

year that they were eligible to join in addition to any additional days that persons may be required to donate during that same period. *This buy-in option has a max of 15 days.

7. Once a member of the sick bank has drawn days from the sick leave bank and has returned to active employment with the corporation, the member shall repay one (1) day for every five (5) days borrowed from the sick bank. These days shall be repaid at the rate of one (1) day per school year, deducted at the beginning of each school year.

Leave for Major Disability

Administrators 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. Benefit eligibility begins the first day of the full-tiime employment.

Family Medical Leave Act

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 website of the Brown County Schools and is also available through the Superintendent's Office. All full-time employees are "eligible" if they have worked for the Board for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to the leave request.

Maternity Leave

An administrator who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the essential job functions of her position.

Pregnancy and parental leave shall be granted as may be required by state law, Ind. Code § 20-28-10-5.

Temporary disability caused by pregnancy shall be governed by the following:

1. All or part of a leave taken by an administrator because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the administrator is not entitled to take accumulated leave days when the administrator's physician certifies that the administrator is capable of performing the essential job functions of the administrator's position. The administrator is entitled to complete the remaining leave without pay.

2. During leave the administrator may maintain coverage in any group insurance program by paying the total premium including the School Corporation's share attributable to the leave period.

Absences for Job Related Injury

If an administrator is injured during the course and scope of his/her employment as a result of an act of violence or battery and requires time off work as a result, the school corporation will pay the difference between any compensation paid by the insurance company for time off work and the certified staff member's salary with no deduction from their accumulated leave. To qualify for this, a police report should be filed and the Superintendent (or in the event the Superintendent is the one injured, then the School Board) shall certify that such injury was the result of a school-related incident of violence or battery.

Any case of assault upon an employee shall be promptly reported to the Superintendent or his or her designee. The administrator shall cooperate with any criminal proceedings resulting from the assault.

Military Leave

All employees in the United States Armed Forces, Military Reservists, or National Guard or other service branch covered by applicable law, will be granted unpaid leave for military service, training or related obligations in accordance with applicable law. Employees on military leave may substitute their accrued paid leave time for unpaid leave. The specific terms of the absence and rights to reinstatement and seniority, under federal and state laws, governs reinstatement, benefits and compensation during and after a military leave.

Upon receipt of orders for active or reserve duty, training, or other covered military service, the employee should notify the Superintendent or his/her designee as soon as possible, and submit a copy of the military orders (unless unable to do so because of military necessity, impossibility, or unreasonableness).

Upon return from military service, the employee may be required to provide notice and/or submit an application for reemployment as specified by applicable law.

Bereavement Leave

Administrators shall be granted up to five (5) consecutive calendar days leave for the death of an immediate family member (with pay for contract days). The immediate family shall be defined as including father, mother, brothers, sisters, husband, wife, children, father-in-law, mother-in-law, grandchild, person living in the home, or other family member approved by the Superintendent. Should the administrator not use all five (5) contract days at the time of the bereavement, one (1)

day remaining of the five (5) contract days shall be available during the same school year for the administrator to settle estate matters.

Administrators shall be granted three (3) consecutive calendar 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 administrator 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 and Court Appearances

The school district encourages employees to fulfill their civic responsibilities by serving jury duty, or if an employee is subpoenaed as a witness in a lawsuit. The school district will allow the time off with pay for jury duty, testifying under subpoena as a witness in a case if the employee is not a party to that case, and testifying under subpoena as a witness in any case when the testimony arises out of the performance of the administrator's job duties or otherwise related to the administrator's employment with the school district or as may otherwise be requested by the Superintendent or School Board. However, an administrator shall not receive pay for any time off to testify as a witness if the lawsuit is against the school district (except if subpoenaed by the school district to testify or in an instance where the school district is providing a defense for the administrator in a lawsuit arising out of the course and scope of the administrator's job duties).

Administrators must immediately notify the Superintendent or his/her designee upon receipt of the summons for jury duty or subpoena to testify as a witness, presenting the completed authorization form from the court and evidence of the length of service or testimony to the Superintendent or his/her designee.

The administrator must remit to the school all monies, except mileage allowance received, for rendering such services.

Professional Leave

The Board, after appropriate administrative recommendation, may grant leave with pay to administrators to attend and/or participate in professional meetings, including but not limited to, educational workshops, seminars, conferences**,** legislative activities, and/or visitations to other schools. Other expenses incurred under this provision may be paid upon administrative recommendation and Board approval. To the extent an administrative employment contract sets forth alternative parameters for professional leave, then the terms of the contract will govern.

Retirement Savings

The Board will contribute $1000 per contract year to a 401(a) account for each administrator. The plan will vest upon completion of the 5th year of service to Brown County Schools

For every dollar contributed to a 403(b) plan by administrators, the Board will contribute matching dollars up to $500 per year to a 401(a) account. The administrator contribution shall vest immediately and the Board contribution will vest after 5 years of service with Brown County Schools

Details for these programs can be found at the Superintendent's Office.

This provision is not intended to limit any additional deferred compensation that may be provided to an administrator through an employment contract.

Medicare Bridge Benefit Program

An administrator may participate in a Medicare Bridge Benefit Program, (hereinafter called the "Bridge Program"), in this School Corporation. All administrators meeting the eligibility requirements set forth below shall qualify for this bridge program.

To be eligible an administrator must meet all the following requirements and provisions:

(1) Be at least 55 years of age during the school year for which the administrator applies to begin participation in the Bridge Program; and

(2) Has not less than twenty (20) years teaching and/or administrator experience in this School Corporation; and

(3) Have made a non-binding application to the Superintendent, in writing, for participation in the Bridge 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; and

(4) Provide written evidence of permanent retirement.

A Bridge Program stipend shall be paid 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 in July up to and including the year the said administrator first reaches the normal Medicare eligibility age, or 10 years, whichever is less (the age at which one can retire and still collect full medical benefits). If the administrator qualifies for Part A of the Medicare Act before the July 1st payment is to be made, he/she will not receive the payment for that year or any subsequent years. Payment will be made monthly to the administrator's VEBA account. Such payment for an individual participating administrator shall remain fixed at the stated amount contained herein for the entire duration of such administrator's participation and shall not be changed for such administrator due to revision of the amount in a successor Contract.

The administrator who participates in the Bridge Program will not receive the salary, fringe benefits, or any other paid or unpaid benefits provided elsewhere, except that such administrator 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 administrator will be responsible to pay the balance of the insurance premium applicable to the insurance coverage. It will be the responsibility of the administrator to pay such insurance premiums due in the manner designated by the Superintendent.

The administrator shall cease to be a participant in the Bridge Program, and no further payments as provided hereinabove in Paragraph C-2 will be due or payable to the administrator, (1) when the administrator has completed the school year (July 1 to June 30) in which the administrator first reaches normal Medicare eligibility age (the age at which one can retire and still collect full Medicare benefits), or (2) the administrator has received the maximum number of annual payments for which the administrator qualifies (not to exceed ten (10) annual payments), or (3) when the administrator has died before completion of the Program, provided, however, that the payment shall be prorated for the year of the administrator's death.

Should the Board subsequently determine to rehire an administrator who elected to retire under this option, no further payments as provided hereinabove in Paragraph B will be due or payable to the administrator, and further, no Medicare bridge stipend as provided hereinabove in C-2 will be due or payable to the administrator, and further, no Medicare bridge stipend as provided herein in this Bridge Program and no retirement pay for years of service or for unused accumulated sick leave days as provided herein in Article III of the Master Teacher Contract will be paid upon retirement a second (2nd) time.

Retirement Benefits

An administrator who retires while employed in this School Corporation (including early retirement) may continue to participate in this School Corporation's (1) group medical and (2) dental and vision insurance plan, for the duration of participation in the Program, provided said administrator meets any applicable age or years of service requirements specified by applicable state law, and:

(1) Provides written evidence of permanent retirement;

(2) Was enrolled in the plan he or she wishes to continue in the school year immediately preceding retirement; and

(3) Pays the entire (total) insurance premium applicable to the insurance plan desired and remits such payment to this School Corporation's business office prior to the due date each month, or pays such IRS allowable insurance costs from the administrator's VEBA account.

Life Insurance

Administrators are eligible to participate in the school district's group life insurance plan which provides coverage for up to $100,000. Details regarding this policy are available from the Administration Office. In the event an administrative employment contract provides a greater benefit than the benefit set forth herein, then the terms of the administrative employment contract will take precedence. Benefit eligibility begins th first dy of full-time employment.

Medical, Dental and Vision Insurance

Administrators are eligible to participate in the school district's medical, dental, and vision insurance plan as indicated by the Board approved health insurance rate document. Benefit eligibility begins the first day of full-time employment.

Administrators shall pay the balance of any premiums due. However, administrators hired before 2009 only pay $1 per year for health/dental benefits.

Should an administrator hired before 2009 transfer to another administrative position within the district the administrator will retain the same health/dental benefits.

In the event an administrative employment contract provides a greater benefit(s) than the benefit(s) set forth herein, then the terms of the administrative employment contract will take precedence.

Elective Coverage

Elective coverage is available for Short-Term Disability, Accident, Critial Illness, and Hospital Indemnity. This coverage is elected by the employee and is not covered by Brown County Schools. Coverage upon the start of employment is effective the beginning of the next month following a 30 day wait period.

Workers' Compensation Insurance

All administrators are covered by Workers' Compensation insurance and are eligible for compensation for an injury incurred in the performance of their job. Any accident resulting in injury, no matter how minor, must be reported to the immediate supervisor, who in turn will notify the appropriate administrative office. (In the event the Superintendent is the employee injured, then the Superintendent will report to the Board President.) Following treatment, proper forms must be completed and submitted to the appropriate administrative offices.

1. If the administrator is in one of the school buildings during school hours, the administrator will report to the nurse who will give emergency care, evaluate the nature of illness or injury, and recommend the procedure for further care.

2. The immediate supervisor is to be notified.

3. During non-school hours the supervisor is to be notified, who will authorize medical attention. If the administrator is incapable of transporting self to an emergency room, an ambulance is to be called.

4. After receiving medical attention, the administrator is to report back to the supervisor.

5. The Superintendent must be notified within 24 hours following injury or illness.

6. When injured while out of the district on school assignment, the immediate supervisor is to be notified immediately.

Liability Insurance

All administrators will be covered by liability insurance that will cover, subject to the provisions of the insurance policy, claims arising from acts performed within the scope of their employment.

Cell Phone Stipend

All administrators, except the Superintendent, will receive a stipend of $780 per year toward a cell phone bill.

The Superintendent will receive a stipend amount as designated in their contract toward a cell phone bill.

Mileage

If an administrator uses his/her personal vehicle for approved business travel, then the School Corporation will reimburse the administrator for his/her mileage at the IRS rate in effect at the time of the business travel.

Long Term Disability Insurance

Administrators may participate in the School Corporation's Long Term Disability Insurance Program at a cost of $1.00 to the administrator. Benefit eligibility begins the first day of full-time employment.

Teachers Retirement Fund and Public Employee Retirement Fund Contributions

The School Corporation will pay the administrator's share of retirement to either the Indiana State Teachers' Retirement Fund or the Indiana Public Employee Retirement Fund dependent upon their position.

Resignations

If you decide to leave employment with Brown County Schools, a minimum of two weeks, written, advance notice must be given in order to leave in good standing, unless a shorter time period is expressly approved by the Superintendent. You are expected to work each assigned day during that two-week period. Furthermore, use of paid leave cannot be granted beyond the last day you are physically present at work.

ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK

I have received a copy of the Administrator Benefits 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 Administrator Benefits 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.

_____ Date: _____

Signature of Employee

_____

Printed Name