

BLUFFTON-HARRISON M.S.D.

# **CLASSIFIED EMPLOYEE HANDBOOK**

*2019-2020*

Adopted by the Board of School Trustees: October 14, 2019



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# CLASSIFIED HANDBOOK RECEIPT

**It is the responsibility of all Bluffton-Harrison classified employees to understand and follow all guidelines outlined within the Classified Handbook. Classified employees may be suspended or terminated for failure to follow/comply with policies or procedures listed in the Classified Handbook. Decisions regarding suspension or dismissal will be made on a case-by-case basis.**

Employee Name: \_\_\_\_\_

Position: \_\_\_\_\_  
\_\_\_\_\_

I hereby acknowledge receipt of the Bluffton-Harrison M.S.D. Classified Handbook via hard copy or digital copy. I agree to read the handbook and abide by its content. If I have any questions regarding content of the Classified Handbook, I will direct my questions to my immediate supervisor for assistance.

Signature: \_\_\_\_\_

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

# OVERVIEW

This handbook was prepared to provide information to all classified employees of the Bluffton-Harrison Metropolitan School District. The provisions contained within the handbook have been reviewed and approved by the Board of School Trustees. It is hoped that through this communication, employees will better understand their benefits and rights of employment with the school district.

A classified employee is defined as any employee who does not require a license issued by the Teacher Education and Certification Division of the Indiana Department of Education to perform his or her duties. Classified employees within the school district basically work either during the school year (nine or more months duration but less than twelve months) or for a full calendar year (twelve month employees). Classified employee categories and the average number of hours to work per day are as follows:

Category	
Aides	6 ½ or less
Custodians	8
Food Service Director	8
Assistant Food Service Director	7
Food Service Employees	6 ½ or less
Maintenance Personnel	8
School Nurse	7 ½
Secretaries	7 ½
Bus Drivers	3
Childcare Personnel	5 ½ or more
Childcare Director	8
Preschool Personnel	3 or more

Each of the above defined number of hours are exclusive of lunch time with the exception of nurses, who must remain available for emergencies during lunch.

Specific working hours will be established and assigned by the classified employee's immediate supervisor. All classified employees are hired on an at-will basis. This means that either party may terminate employment by giving the other party a two-week written notice. All other definitions of "employment-at-will" defined in Indiana statute or by previous litigation will be recognized by the Bluffton-Harrison Metropolitan School District.

## **BOARD'S RIGHTS**

The Board shall have the responsibility and authority to manage and direct on behalf of the public the operations and activities of the school corporation to the full extent authorized by law. Such responsibility and activity shall include but not be limited to the right of the Board to:

- A. Direct the work of its employees.
- B. Establish policy.
- C. Hire, promote, demote, transfer, assign and retain employees.
- D. Suspend or discharge its employees in accordance with applicable law.
- E. Maintain the efficiency of school operations.
- F. Relieve its employees for duties because of lack of work or other legitimate reason.
- G. Take actions necessary to carry out the mission of the public schools as provided by law.

## **NOTIFICATION OF ASSIGNMENT**

Classified employees will receive an annual letter of assignment. This letter will identify the specific assignment, the beginning date of the proposed employment, and the hourly wage.

It should be clearly understood that this letter is used primarily to notify an employee of his or her specific assignment. In no way does it alter the "employment at-will" status of classified employees.

# **OPERATIONS**

## **TIME SHEETS**

All classified employees with the exception of salaried employees must complete time sheets. Time sheets are due to the immediate supervisor on the Friday one week prior to the scheduled pay date. An employee should record the beginning time and ending time of each day worked and indicates the total number of hours worked that day. If an employee is not actually at work, the reason for absence should be entered in the appropriate place on the time sheet. Reasons may include illness, illness in the immediate family, vacation, inclement weather, or the like. The number of hours worked should **not** be recorded by the employee if the employee was not actually at work on the designated date. The immediate supervisor will indicate the number of hours to be authorized for payment, and this determination will be based upon provisions stated in this handbook.

From time to time, it will be necessary due to an early pay date to have time sheets completed at a specified time. Notification of these exceptions will be made through a directive from the superintendent's office.

Overtime hours must have advanced approval by the immediate supervisor and also should be indicated in the appropriate place on the time sheet. Payment for approved overtime will be made at the rate of one and one-half times the regular hourly rate.

A time sheet is a legal document and it is authorization for the school district to pay an employee for services rendered. Care should be taken in completing the time sheet. A signature should only be affixed after an employee is satisfied that all information is correct and accurate. Time sheets are eligible for audit by the State Board of Accounts every two years.

## **COMP TIME**

Comp Time will be taken as straight time unless a forty (40) hour work week has been worked. If an employee has worked over forty (40) hours in the work week, comp time will be given at 1 ½ time. A maximum of forty (40) hours comp time can be accrued. Employees must use accrued comp time within the next two pay periods. A work week is the period of Sunday through Saturday. Hours worked do not include leave days. (Example: sick time, personal leave, bereavement leave, vacation, holiday, etc.)

No employee may work more than 40 hours in one week without the prior approval of the building principal. Normal hours should be shown on the time sheet as they are actually worked. Comp time hours should be reported on a comp time form. Following approval, comp time must be documented on the time sheet and submitted to the Central Office in the same week the comp time is accrued.

## **WORK SCHEDULE ALTERATION DUE TO INCLEMENT WEATHER**

The safety and well-being of students in the schools of the Bluffton-Harrison Metropolitan School District are of utmost priority and importance. From time to time during the course of the school year, alterations may need to be made in the regular working schedule due to inclement weather. Changes in the regular schedule will be announced using an automated messaging system.

The following guidelines will be followed due to schedule alterations:

### **SCHOOL CANCELLATION**

If conditions warrant, school may be canceled by the superintendent of schools. The work schedule for classified employees whose school is closed due to weather related or emergency conditions is as follows:

Unless a snow emergency is verified by the superintendent's office, twelve month secretaries, custodians and maintenance personnel will report to their school buildings and work under the direction of the school principal and/or the superintendent or his designee. Classified employees will be paid for hours worked. If make-up days are required, affected classified personnel will work in the same manner as certified personnel. If twelve month secretaries, custodians and maintenance personnel experience compensation inequities as a result of cancellations, compensatory time off will be granted accordingly.

During a time of a warning level travel emergency officially declared either in Wells County and/or the city of Bluffton, and verified by the superintendent's office, employees should not report to work unless requested by the superintendent or his designee. Twelve-month secretaries, custodians, and maintenance personnel may be compensated for up to three days of snow emergency, after which they will be compensated only for hours worked. Personal business days and vacation time may be used for snow emergencies. Classified employees will be paid for hours worked. If make-up days are required, affected classified personnel shall work in the same manner as certified personnel. Subject to the limitations stipulated above, "Leave" days shall not be charged for school days that are canceled.

Exceptions to the above regulations may be made by special order of the superintendent of schools or his/her designee.



## **SCHOOL DELAYS**

If school is delayed due to weather conditions or any other cause, all twelve-month classified personnel report at the regular time. All non-twelve-month classified personnel will report as directed by the building principal.

If a delay is changed to a cancellation, only custodians, maintenance personnel, and twelve-month secretaries will continue to work their regular schedules. Classified employees will be paid for hours worked. If make-up days are required, affected classified personnel will work without compensation in the same manner as certified personnel.

Bus drivers should plan to begin their duties according to the delay schedule in effect. If a substitute bus driver is on call and is prepared to run a regular bus route, but school is canceled due to these conditions, he or she will be paid one-half a day's wages.

Exceptions to the above may be made by order of the superintendent of schools or his/her designee.

## **EARLY DISMISSAL**

If weather conditions deteriorate during the course of a school day and a decision is made to dismiss students early, twelve-month secretaries, custodians, and maintenance personnel shall complete their work day unless otherwise ordered by the superintendent. Classified employees will be paid for hours worked. If make-up days are required, affected classified personnel shall work without compensation in the same manner as certified personnel.

Exceptions to the above may be made by the superintendent of schools or his/her designee.

## **eLEARNING STUDENT DAY**

In the event an eLearning Student Day is authorized by the school district in lieu of a traditional school day, only the following classified employees may be required to report for work:

1. Custodial
2. Maintenance
3. Secretarial/Clerical/Treasurers
4. Central Office
5. Childcare
6. Nurse
7. Technology

If classified personnel are not required to work on an eLearning Day, classified personnel may elect to take the day as an unpaid day or to use an available personal day if the classified personnel wishes to be paid for the day.

Exceptions to the above may be made by the superintendent of schools or his/her designee.

## **PROFESSIONAL DEVELOPMENT**

From time to time, attendance at certain workshops or meetings may be beneficial to the employment of a classified employee.

Permission may be granted by the superintendent or his or her designee for an employee to attend such meeting. Payment of regular wages plus previously agreed upon conference expenses will be made for all previously approved in-service meetings.

## **EVALUATION**

Each classified employee will be formally evaluated one time per year by his or her immediate supervisor or building supervisor (or designee). The evaluation instrument will be developed and updated from time to time in consultation with the Superintendent's Cabinet and/or classified employees and will contain items to help assure a successful working relationship.

Upon completion, the evaluation form will be signed by the evaluator and the classified employee and placed in the employee's personnel folder which is maintained in the School Administration Building. A classified employee who does not agree with the evaluation may attach a written statement outlining his or her exceptions to the evaluation made. The attached employee statement will also be filed in the personnel folder.

A copy of the evaluation form will also be given to the employee if requested.

Past evaluation forms on file in the personnel folder may be reviewed by the employee upon advance request to the superintendent's office.

## **GRIEVANCE PROCEDURE**

**Definition:** A grievance is a claim by a classified employee of an alleged violation, misinterpretation, or misapplication of one of the terms on conditions of employment as stated in this classified employee handbook or as contained in the written Board Policy.

**Purpose:** Good employee morale is maintained if, as problems arise, a sincere effort is made by all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. Classified employees should be aware that proper channels are open for them to find equitable solutions to just grievances.

### **PROCEDURE:**

Level 1 - Within 12 calendar days from the time that the grievant knew or reasonably should have known of the grievance, a classified employee with an alleged claim shall first discuss it with his or her immediate supervisor with the objective of resolving the matter informally. Within five calendar days after hearing the grievance, the immediate supervisor shall orally answer the grievant.

Level 2 - In the event that the aggrieved person is not satisfied with the disposition of his or her claim at the previous level or in the event no decision has been made within the five calendar days after presentation of the informal claim, he or she may file a formal grievance in writing on the form provided by the superintendent's office.. The formal written grievance must contain the name of the grievant, state the facts giving rise to the grievance, identify the specific provisions of the classified employee handbook or Board Policy alleged to be violated, state the position of the grievant with respect to the grievance, and indicate the specific relief sought. The grievance form must be signed by the grievant.

One copy of the formal grievance will be sent to the immediate supervisor within five calendar days after receipt of the oral answer or, if no oral answer was received, within ten calendar days after the meeting for presentation of the informal claim. Within seven calendar days from the receipt of the written grievance by the immediate supervisor, he or she shall meet with the aggrieved person in an effort to resolve the grievance. The superintendent or his designee shall also be present at the aforementioned meeting.

Within seven calendar days after the formal hearing, the immediate supervisor shall respond in writing to the aggrieved person with his or her answer.

Unless the grievance involves the termination of the employee's Employment Agreement, the action at Level 2 shall be deemed final. If the grievance involves the termination of an Employment Agreement, the employee may continue to Level 3.

Level 3 - Within ten calendar days after receiving the written decision of the immediate supervisor and counter-signed by the superintendent or his designee, an appeal from the decision may be made to the Board of School Trustees. The Board shall hold a hearing in executive session on the grievance and render its decision in writing to the grievant. The Board's decision is final.

**OTHER CONSIDERATIONS:**

1. The number of days indicated at each level should be considered as maximum. Efforts should be made to expedite the process. Time limits stated in this grievance procedure may be extended only by the mutual written agreement of the parties.
2. Any grievance not advanced from one level to the next within the stated time limits shall be deemed resolved by the answer at the previous level.
3. Nothing contained in this procedure shall deny to an employee his or her rights under state or federal constitutions and laws.

# LEAVES

## BEREAVEMENT LEAVE

Each classified employee shall be permitted to be absent from work for death in the immediate family for a period extending not more than five (5) school days beyond such death without loss of compensation. Immediate family means the employee's spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, daughter-in-law, son-in-law or a person living in the same house as part of the family.

Each classified employee shall be permitted to be absent from work without loss of compensation for one (1) school day for attending bereavement services of any other member of the family.

The relationship of the relative should be recorded with the leave request when it is submitted for bereavement leave utilization. Bereavement leave days are non-accumulative.

## FAMILY AND MEDICAL LEAVE - ACT OF 1993

A number of leaves allowed under this contract also qualify as leaves entitled to protection under the Family and Medical Leave Act (FMLA). All eligible employees will be entitled to the maximum leave allowed, when necessary, under the provisions of either the specific leave section listed above and/or this family leave section.

An unpaid leave of absence for 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 section.

### A. 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.
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.

B. Notice Requirement

If the leave is foreseeable, thirty (30) days written notice is required. Failure to provide thirty (30) days notice for a foreseeable leave may cause the leave to be denied until thirty (30) days after the employee first gave the required notice of the foreseeable leave. If the need for the leave is not foreseeable, the employee must give notice to the office of the Superintendent as soon as possible.

C. Certification Requirement

Any 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 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 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 basis. Medical certification shall be submitted on forms provided by the school corporation.

D. Request Procedure

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

E. Leave Substitution

Employees will substitute accrued vacation, personal leave, sick leave, or other qualifying leave for all or part of any otherwise unpaid FMLA. This qualifying paid leave will be counted as part of the employees twelve (12) weeks of FMLA 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 FMLA leave to which the employee is entitled.

F. Maintenance of Group Insurance

During the FMLA, eligible employees will maintain coverage under the employee's group health plan (including life insurance) 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 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.

G. Restoration to Position and Benefits

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

H. Return to Work

Employees returning from any form of leave of absence must be able to assume duties as assigned by the district upon their return. The district and returning employee will adhere to Board Policy - GBD (Return to Work) as applicable. 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 work.

I. Failure To Return from Leave

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

J. Intermittent or Reduced Schedule Leave

1. During the first twelve (12) weeks of leave for a serious health condition (either an employee's own or that of a qualifying member), intermittent or reduced schedule leave may be taken when medically necessary. Employees seeking intermittent or reduced schedule leave must provide medical certification issued by a health care provider. Employees who have requested foreseeable intermittent or reduced schedule leave due to planned medical treatment may be transferred temporarily to an available alternative position at the discretion of the Superintendent if the alternative position better accommodates recurring periods of leave than the employee's regular position, provide the employee is qualified for the alternative position and the position has equivalent pay and benefits. Classified staff are required to take leave in half (.5) day increments.
2. Employees requesting FMLA leave near the end of an academic term will be subject to special rules of the FMLA.

K. 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.

L. Status Reports

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

M. Jointly Employed Spouses

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



## **HOLIDAYS**

Ten official holidays observed in the Bluffton-Harrison Metropolitan School District are:

- Independence Day, July 4
- Labor Day, the first Monday in September
- Thanksgiving, the fourth Thursday in November and the following Friday
- Christmas Vacation, December 25 plus two other days during the published school Christmas vacation period
- New Year's Vacation, January 1
- Good Friday
- Memorial Day, the fourth Monday in May

If Presidents' Day and/or Martin Luther King Day is observed as an official school holiday, it will be considered a paid holiday.

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

The aforementioned holidays are paid days for 12 month classified employees.

Central office employees may carry-over two additional holidays until June 30 of the following year if end of year workload prevent the employees from expending granted holidays during the standard holiday break time. Arrangements for taking the carry-over holidays must be approved in advance by the superintendent or his/her designee.

## **JURY DUTY LEAVE**

When requested, a classified employee may serve on jury duty. The Board of School Trustees will pay the employee his or her full salary provided that such employee agrees to return to the Board all pay received for serving on jury duty. This return payment does not include the expense payment, if any, that also may accompany such service.

Employees must provide jury duty documentation to the central office indicating jury duty assignment and dates of service.

Employees who are required to serve on jury duty should, whenever possible, report to work before and after their jury duty assignments.

## PERSONAL LEAVE

Each classified employee shall be granted leave days as listed in the following table for the transaction of personal business and/or for the conduct of personal or civic affairs during each year of employment:

<b>Classified Category</b>	<b>Personal Leave Days</b>
<b>Aides</b>	<b>3</b>
<b>Custodians</b>	<b>2</b>
<b>Food Service Personnel</b>	<b>3</b>
<b>Food Service Director</b>	<b>3</b>
<b>Assistant Food Service Director</b>	<b>3</b>
<b>Maintenance Personnel</b>	<b>2</b>
<b>School Nurse</b>	<b>2</b>
<b>Secretaries (9 month)</b>	<b>2</b>
<b>Secretaries (12 month)</b>	<b>2</b>
<b>Bus Drivers</b>	<b>2</b>
<b>High School Treasurer</b>	<b>2</b>
<b>Middle School/Elementary School Treasurer</b>	<b>2</b>
<b>Childcare Personnel</b>	<b>2</b>
<b>Childcare Director</b>	<b>2</b>
<b>Preschool Personnel</b>	<b>2</b>

Personal days may be taken in ½ day units. An employee may accumulate a maximum of four (4) personal leave days.

The request for use of personal days shall be submitted to the superintendent or his/her designee on an appropriate form provided by the school corporation. Whenever possible, the request shall be submitted prior to the date(s) of absence.

Personal days in excess of four (4) remaining at the end of June will be transferred to the employees sick leave balance up to the sick leave maximum balance is achieved.

## **SICK LEAVE**

Each classified employee shall be granted sick leave days as listed in the following table:

<b>Classified Category</b>	<b>Sick Leave Days</b>
<b>Aides</b>	<b>6</b>
<b>Custodians</b>	<b>9</b>
<b>Food Service Personnel</b>	<b>6</b>
<b>Food Service Director</b>	<b>8</b>
<b>Assistant Food Service Director</b>	<b>7</b>
<b>Maintenance Personnel</b>	<b>9</b>
<b>School Nurse</b>	<b>7</b>
<b>Secretaries (9 month)</b>	<b>6</b>
<b>Secretaries (12 month)</b>	<b>9</b>
<b>Bus Drivers</b>	<b>6</b>
<b>High School Treasurer</b>	<b>8</b>
<b>Middle School/Elementary School Treasurer</b>	<b>7</b>
<b>Childcare Personnel</b>	<b>6</b>
<b>Childcare Director</b>	<b>9</b>
<b>Preschool Personnel</b>	<b>4</b>

Annual sick leave may be used for personal illness and/or health appointments for the employee or the employee's immediate family. Immediate family is defined as father, mother, spouse, children, father-in-law and mother-in-law. Additionally, a maximum of one (1) family medical leave day shall be granted for the birth of a grandchild (grandfather or grandmother).

Unused sick leave days shall accumulate to a total as outlined in the table below:

<b>Employee Type</b>	<b>Max Sick Leave Accumulated Total</b>
<b>9 month employee</b>	<b>95</b>
<b>9.5 month employee</b>	<b>100</b>
<b>10 month employee</b>	<b>105</b>
<b>11 month employee</b>	<b>115</b>
<b>12 month employee</b>	<b>125</b>

Accumulated sick leave may be used for personal illness and/or health appointments for the employee only. Accumulated sick leave may not be used for illness or health appointments for members of the employee's immediate family.

The accounting of sick leave days available will be recorded on the employees check stub. Employees must exhaust all available paid leave prior to the use of unpaid leave.

The Bluffton-Harrison Metropolitan School District reserves the right to require a physician's statement whenever an employee's use of sick time is deemed excessive.

Any classified employee absence beyond the benefit days provided (e.g. loss of pay day) may result in disciplinary action up to and including termination of the classified employee.

## **STAFF ABSENCES FOR MEDICAL LEAVE**

If circumstances warrant, the Board of School Trustees of the Bluffton-Harrison Metropolitan School District may grant a medical leave of absence without pay upon request of an employee of the school district. The following steps should be taken if an employee wishes to be considered for and be granted a medical leave:

1. A written request signed by the employee or his or her agent and directed to the Superintendent of Schools and the Board of School Trustees indicating the reason for the leave should be submitted no later than the week prior to the date for Board consideration.
2. Medical substantiation signed by a doctor shall be provided if requested by the Board.
3. The length of the medical leave shall be established in time intervals which will accommodate the overall educational program for the students in the school, that is, the remainder of a marking period, the remainder of a semester, or the like.
4. A medical leave may be extended for a specific period of time upon written request and positive action by the Board.
5. All decisions of the Board shall be considered final.

While an employee is on medical leave granted by the Board according to the aforementioned guidelines, the person will continue to be defined as an employee of the school district and will be eligible to participate in the various group insurance programs by individually paying the premiums due. However, no other employment benefits will be granted during the course of the unpaid leave (i.e., sick leave, personal leave, paid vacations, etc.).

## VACATIONS

Certain categories of classified employees earn paid vacation days as a part of their employment benefits. Custodians, maintenance personnel, and secretaries who work on a twelve month schedule will receive two weeks vacation with pay after one complete year's employment.

Vacation time is accumulated on the basis of a fiscal year (July 1 through June 30). During the first year of employment, any 12 month classified employee will begin earning vacation time after the second month of employment at the rate of one day per month. Whatever time has been accumulated by the following June 30, may then be used by the employee. On each subsequent June 30 the employee will be eligible for two (2) weeks of vacation time. On June 30 following the tenth (10th) year of employment, the employee will become eligible for three (3) weeks of vacation time.

One (1) day per year will be increased after an employee reaches twenty (20) years of service not to exceed a total of four weeks (20 days) of vacation. Vacation days may not be used in an increment of more than five (5) consecutive days without prior approval of the Superintendent.

Twelve month maintenance and custodial personnel may expend earned vacation days for the upcoming fiscal year beginning June 1 of the current year. Twelve month employees with any unused vacation days at the end of the current fiscal year (June 30) may be used within the first six (6) months of the upcoming fiscal year (July 1 through December 31). Any unused vacation days after December 31 from the previous fiscal year will expire and cannot be used.

*Arrangements for taking vacation must be approved in advance by the superintendent or his/her designee.*

# **BENEFITS**

## **GROUP LIFE INSURANCE INCLUDING ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)**

All classified employees may participate in the group life insurance program provided by the Board of School Trustees. A \$20,000 face value group life policy will be provided by the employer at a cost of \$1.00 to the employee. This plan contains a \$20,000 payment in case of death, a \$40,000 payment in case of accidental death, and certain dismemberment benefits. The anniversary date of the policy is January 1 of each year. An eligible classified employee may join the life insurance program by completing the proper enrollment forms upon employment, and the benefit goes into effect on the first of the month following the first work day as an employee of the school district. Additional Life Insurance is available to the employee by his or her paying a small additional premium. Information is available from the Treasurer of the Bluffton-Harrison M.S.D at 260-824-2620.

If an employee who is eligible and participates in the group life insurance program retires, he/she will be responsible for the full cost of coverage to continue benefits. This provision also applies to dependent life insurance.

## **HEALTH INSURANCE**

The school district through the School Employees Insurance Trust offers a health insurance plan for all classified employees.

A single or family plan will be offered as appropriate. The Board may pay a portion of the actual premium. Said portion will be determined annually. This amount will only be paid for group health insurance carried by the school corporation and will not exceed the total individual premium less \$1.00 to be paid by the employee.

When a classified employee who is eligible for health insurance benefits reaches the month of his or her 65th birthday, he or she may choose to remain on the regular health insurance plan as long as the employee is actively at work.

Health insurance coverage will be from January 1 of each school year through the following December 31. Benefits paid by the corporation cease when the employee terminates his or her services to the school corporation. All classified employees health insurance coverage will cease at the first of the month following his/her termination. A twelve-month employee will be eligible for insurance the first of the month following his/her first work day as an employee of the school district. A nine-month employee will be eligible for health insurance coverage the first of the month following his/her first work day as an employee of the school district.

If a classified employee who is eligible and participates in the group health insurance program retires before the age of 65 (but after age 55) and wishes to remain in the group plan, he or she may pay the full premium and be a member in good standing until the month of his or her 65th birthday.

Changes in the prime carrier and the coverage included may be made by official action of the School Employees Benefit Trust. In the event of a change, employees will be notified promptly.

**Board Contribution for Health Insurance**

Board contribution for health insurance benefits will be eligible to the following employee categories:

- Custodians
- Food Service Director
- Maintenance Personnel
- School Nurse
- Secretaries
- School Bus Drivers\*
- Childcare Director

The amount of board contribution for health insurance benefits for employees is defined in the table below:

<b>Effective Date</b>	<b>PPO Single Plan</b>	<b>PPO Family Plan</b>	<b>CDHP Single Plan 1</b>	<b>CDHP Family Plan 1</b>	<b>CDHP Single Plan 2</b>	<b>CDHP Family Plan 2</b>
<b>January 1, 2019</b>	\$7,484	\$12,118				
<b>January 1, 2020</b>	\$7,700	\$12,646	\$5,830	\$9,155	\$5,112	\$8,515

Any classified employee who works part time and is eligible to receive the board contribution for health insurance coverage will receive a pro-rated benefit.

\*The board contribution for health insurance for School Bus Drivers applies to CDHP Single insurance plans only.

Questions may be clarified by calling the Bluffton-Harrison M.S.D. Central Office at 260-824-2620.



## **LONG TERM DISABILITY INSURANCE**

A long term disability insurance plan will be provided for all classified employees pending carrier approval. The Board will pay an annual amount equal to .00245 times the employee's base salary. Coverage is subject to change by the carrier. In the event of a change in coverage by the carrier, employees will be notified promptly.

## **PERF BENEFITS**

All classified employees excluding non-transportation aides, childcare personnel, preschool personnel, and food service personnel qualify for PERF benefits. Eligible employees must participate in the Retirement Fund throughout their employment with the school district.

\*Classified employees hired prior to July 1, 2007, will retain PERF benefits held at that time so long as the employee remains in a PERF eligible position.

\*Effective August 1, 2013, any employee who voluntarily transfers to a non-PERF benefit eligible position will no longer retain PERF benefits.

## **RETIREMENT PAY BENEFITS**

To help express in a monetary way the community's appreciation for years of service to the school district at the time of a classified employee's retirement, a severance pay program was initiated on January 1, 1986.

To qualify for severance compensation, an employee:

1. Must be at least 55 years of age and have indicated in writing plans to retire from full-time employment.
2. Must have a minimum of ten (10) successive years of service to the school district immediately preceding the intended retirement date. Service time which was not accompanied by a written agreement with the Bluffton-Harrison Metropolitan School District shall not be considered a part of the service time. Neither shall employment for extracurricular activities qualify for retirement benefits.

An employee who meets the above criteria is eligible to receive retirement benefits computed as follows:

1. Definitions
  - a. A "work day" shall be considered an average of the hours worked per day based on employment agreements for the three years preceding retirement.
  - b. "Hourly rate" shall be the amount paid per hour on the employment agreement of the fiscal year immediately preceding retirement. Employees who retire at the end of the calendar year shall be paid at their current hourly rate.
  - c. "Years of service" shall be considered to a maximum of 30.
  - d. "Accumulated sick leave" shall be as defined in the section titled SICK LEAVE.
2. Computation
  - a. Using the definitions above, an eligible employee shall receive a retirement benefit computed by multiplying the "workday" times the "hourly rate" times the "years of service."
  - b. Eligible classified employees shall receive an additional amount of \$25.00 for each day of accumulative sick leave.
  - c. Twelve month classified personnel have the option to receive a retirement pay out on pro-rated vacation days earned for the current contract year. Any vacation days being carried over will need to be used before the individual's retirement date. The total pro-rated vacation days will be added to years of service and banked sick days all to be deposited into the individual's post-retirement 403(b) account. This does not apply to twelve month classified personnel who resign.

## SEVERANCE PAY PROGRAM

Effective July 1, 2002, the Board will establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Plan") for all classified employees covered under the provisions of this Classified Employee Handbook and eligible for PERF (Public Employees Retirement Fund). The maximum contribution that will be made to the 401(a) Plan by the Board will be 1.75% of the projected annual salary. The contribution will be deposited into the classified employee's 401(a) account in installments over the ensuing year. All eligible employees will be 100% vested in the 401(a) Plan at the completion of ten years of service with the Bluffton-Harrison Metropolitan School District.

The 401(a) Plan replaces the current Retirement Pay Benefits section of the Classified Employees Handbook. However, the Retirement Pay Benefits section so described in section 1 (Definitions) and section 2 (Computation) will remain in effect until such time as the classified employee receives a greater benefit from the value of the 401(a) Plan than he or she would receive under the Retirement Pay Benefits section of the Classified Employees Handbook, except for employees described in the following paragraph. The value of the Board contributions and the appreciation, if any, of the 401(a) Plan will be counted as an offset to the amount that the classified employee would have received had he or she retired under the current Retirement Bay Benefits section. In the event, due to market fluctuation, a classified employee's 401(a) Plan account experiences a loss, the Board's responsibility during the period prior to the expiration of the Retirement Pay Benefits section will be the amount which the employee would have received under the Retirement Benefits section less the amount previously contributed by the Board under the 401(a) Plan.

For classified employees hired after July 1, 2001, the 401(a) Plan will replace the current Retirement Pay Benefits section. No provision of the Retirement Pay Benefits section will be available to employees hired after July 1, 2001. The severance benefits for such classified employees will be limited to the balance in the 401(a) Plan account at the time of separation of employment i.e., amounts contributed to the 401(a) Plan by the Board and interest or appreciation, if any. Employees hired after July 1, 2001 will be vested in the 401(a) Plan at the completion of 10 years of service.

The 401(a) Plan will:

- a. Be subject to all applicable Internal Revenue regulations.
- b. Have no contract initiation fees charged to the employee.
- c. Have no administrative Plan Document charge to the Board.

The 401(a) Plan will be valued effective the last contracted day of employment for the separating employee. In addition, for those classified employees for whom payments are yet scheduled to be made under the Retirement Pay Benefits section, such payments will be made into a non-elective post-retirement 403(b) Plan (excluding the applicable amount currently allowed by the Indiana State Board of Accounts which will be paid as salary and used in the employee's final year PERF calculation) created at retirement in the name of the retiring employee. Such payment by the Board will be made in one (1) payment on or before January 15<sup>th</sup> following the year of retirement.

## **WORKMAN'S COMPENSATION**

All employees on the payroll of the Bluffton-Harrison Metropolitan School District are covered by Workman's Compensation. Any employee who has a job-related injury must report that injury in the following manner and according to the following time lines:

After notifying the building principal and seeking treatment for the injury, an employee must notify the superintendent's office either by telephone or in person (Preferably in person) in order that the proper forms may be completed and then sent to the insurance carrier within **five (5) working days** from the time of the injury. Without filing the proper forms with the insurance company, Workman's Compensation claims **may not be paid**.

**PLEASE NOTE:** Health Insurance Carrier **will not pay** for any work-related injury claims since these must be paid through Workman's Compensation.

An employee who is absent from work due to a work related injury may choose to collect from Workman's Compensation or school district sick leave. If sick leave is chosen, any payment for compensation sent to the employee must be deposited with the school district. The compensation for any given day may not exceed one full day's wages through any combination of Workman's Compensation and regular wages.

Employees who are required to attend an appointment related to their injury should, whenever possible, report to work before and after their appointment.

If you have any questions or are in need of further information, please call the Bluffton-Harrison M.S.D Central Office at 260-824-2620.

# COMPENSATION

## CLASSIFIED PERSONNEL STIPEND

Classified personnel required to maintain student crisis prevention and de-escalation certification will be eligible for a stipend at the conclusion of the school year. Only classified personnel employed by the school corporation on the last student day of the school year and required to maintain student crisis prevention and de-escalation certification will be eligible to receive the stipend. Building principals will notify classified personnel required to maintain student crisis prevention and de-escalation certification. A \$100.00 stipend will be paid in the payroll following the last student day of the school year to eligible classified personnel.

## CENTRAL OFFICE PERSONNEL

VARIABLES		EXPERIENCE	INDEX	RATE
BASE RATE	\$17.52	0	1.000	\$17.52
INDEX	0.022	1	1.022	\$17.91
		2	1.044	\$18.29
		3	1.066	\$18.68
		4	1.088	\$19.06
		5	1.110	\$19.45
		10	1.125	\$19.71
		15	1.13	\$19.80
The Central Office Personnel will be reimbursed for business use of a personal cell phone in the amount of \$15.00 per pay for a period of 26 pays per year as per the BHMSD Cell Phone Usage Agreement.				

EMPLOYEES MUST HAVE ASSUMED THEIR DUTIES PRIOR TO JANUARY 1 IN ORDER TO RECEIVE AN INCREMENT ON THE FOLLOWING YEAR'S SALARY SCHEDULE

**FOOD SERVICE PERSONNEL**

VARIABLES		EXPERIENCE	INDEX	RATE
BASE RATE	\$11.00	0	1.0000	\$11.00
INDEX	0.0260	1	1.0260	\$11.29
	MULTIPLE	2	1.0520	\$11.57
HEAD COOKS	1.0900	3	1.0780	\$11.86
SUBSTITUTES	0.9500	4	1.1040	\$12.14
		5	1.1300	\$12.43
		6	1.1560	\$12.72

EMPLOYEES MUST HAVE ASSUMED THEIR DUTIES PRIOR TO JANUARY 1 IN ORDER TO RECEIVE AN INCREMENT ON THE FOLLOWING YEAR'S SALARY SCHEDULE

**CHILDCARE PERSONNEL**

VARIABLES		EXPERIENCE	INDEX	RATE
BASE RATE	\$7.25	0	1.000	\$7.25
INDEX	0.034	1	1.034	\$7.50
	MULTIPLE	2	1.068	\$7.74
SUPERVISOR	1.447	3	1.102	\$7.99
DIRECTOR	2.663	4	1.136	\$8.24
		5	1.170	\$8.48

EMPLOYEES MUST HAVE ASSUMED THEIR DUTIES PRIOR TO JANUARY 1 IN ORDER TO RECEIVE AN INCREMENT ON THE FOLLOWING YEAR'S SALARY SCHEDULE

**INSTRUCTIONAL AND CLERICAL AIDES**

VARIABLES		EXPERIENCE	INDEX	RATE
BASE RATE	\$10.49	0	1.000	\$10.49
INDEX	0.034	1	1.034	\$10.85
	MULTIPLE	2	1.068	\$11.20
ISS SUPERVISOR	1.1000	3	1.102	\$11.56
ESL ASSISTANT	1.2000	4	1.136	\$11.92
		5	1.170	\$12.27
		6	1.204	\$12.63
		7	1.238	\$12.99
		8	1.272	\$13.34

EMPLOYEES MUST HAVE ASSUMED THEIR DUTIES PRIOR TO JANUARY 1 IN ORDER TO RECEIVE AN INCREMENT ON THE FOLLOWING YEAR'S SALARY SCHEDULE

**OTHER LICENSED AND/OR PROFESSIONAL PERSONNEL**

VARIABLES		EXPERIENCE	INDEX	RATE
BASE RATE	\$19.25	0	1.000	\$19.25
INDEX	0.030	1	1.030	\$19.83
	MULTIPLE	2	1.060	\$20.41
WSI-LIFEGUARD	0.8500	3	1.090	\$20.98
HEAD NURSE	1.0200	4	1.120	\$21.56
		5	1.150	\$22.14

EMPLOYEES MUST HAVE ASSUMED THEIR DUTIES PRIOR TO JANUARY 1 IN ORDER TO RECEIVE AN INCREMENT ON THE FOLLOWING YEAR'S SALARY SCHEDULE.

**MAINTENANCE PERSONNEL**

VARIABLES		EXPERIENCE	INDEX	RATE
BASE RATE	\$18.49	0	1.000	\$18.49
INDEX	0.013	1	1.013	\$18.73
SPECIAL RATE CATEGORIES:	MULTIPLE	2	1.026	\$18.97
DIRECTOR OF MAINTENANCE	1.2	3	1.039	\$19.21
DIRECTOR OF BLDG & GROUND	0.14	4	1.052	\$19.45
TRANSPORTATION ASST.	0.14	5	1.065	\$19.69
NON-CDL MAINTENANCE	0.95	6	1.078	\$19.93
		7	1.091	\$20.17
		8	1.104	\$20.41

The Maintenance Personnel will be reimbursed for business use of a personal cell phone in the amount of \$15.00 per pay for a period of 26 pays per year as per the BHMSD Cell Phone Usage Agreement.  
 The Director of Maintenance will be reimbursed for business use of a personal cell phone in the total amount of \$30.00 per pay for a period of 26 pays per year as per the BHMSD Cell Phone Usage Agreement.

EMPLOYEES MUST HAVE ASSUMED THEIR DUTIES PRIOR TO JANUARY 1 IN ORDER TO RECEIVE AN INCREMENT ON THE FOLLOWING YEAR'S SALARY SCHEDULE.

RATE MULTIPLES SHALL NOT BE CONSIDERED IN OVERTIME RATES. OVERTIME SHALL BE PAID AT 1.5 TIMES THE REGULAR SALARY SCHEDULE RATE.



**CUSTODIAL PERSONNEL**

VARIABLES		EXPERIENCE	INDEX	RATE
BASE RATE	\$14.39	0	1.000	\$14.39
INDEX	0.014	1	1.014	\$14.59
SPECIAL RATE CATEGORIES:	MULTIPLE	2	1.028	\$14.79
POOL MAINTENANCE	1.0200	3	1.042	\$14.99
3RD SHIFT	1.0130	4	1.056	\$15.20
2ND SHIFT	1.0065	5	1.070	\$15.40
GROUND MAINTENANCE	0.9600	6	1.084	\$15.60
TEMPORARY OR SUBSTITUTES	0.9200	7	1.098	\$15.80
		8	1.112	\$16.00
USING 5 YEAR EXPERIENCE AS BASE RATE		9	1.126	\$16.20
LEAD CUSTODIAN OR ATHL MAINT	1.1	10	1.140	\$16.40
		11	1.154	\$16.61
DESCRIPTION	RATE	12	1.168	\$16.81
SUBSTITUTE CDL DRIVER	\$36.40	13	1.182	\$17.01

EMPLOYEES MUST HAVE ASSUMED THEIR DUTIES PRIOR TO JANUARY 1 IN ORDER TO RECEIVE AN INCREMENT ON THE FOLLOWING YEAR'S SALARY SCHEDULE.

RATE MULTIPLES SHALL NOT BE CONSIDERED IN OVERTIME RATES. OVERTIME SHALL BE PAID AT 1.5 TIMES THE REGULAR SALARY SCHEDULE RATE.

## SECRETARIES AND TREASURERS

VARIABLES		EXPERIENCE	INDEX	RATE
BASE RATE	\$12.21	0	1.000	\$12.21
INDEX	0.022	1	1.022	\$12.48
“GRAND STEP 15” INDEX	0.015	2	1.044	\$12.75
TREASURERS:	MULTIPLE	3	1.066	\$13.02
HIGH SCHOOL	1.25	4	1.088	\$13.28
PART-TIME MIDDLE SCHOOL	1.125	5	1.11	\$13.55
ELEMENTARY	1.25	10	1.125	\$13.74
HEAD TREASURER	1.02	**15	1.14	\$13.92

\*\*Grand Step 15 is effective beginning with the 2007-2008 school year\*\*

EMPLOYEES MUST HAVE ASSUMED THEIR DUTIES PRIOR TO JANUARY 1 IN ORDER TO RECEIVE AN INCREMENT ON THE FOLLOWING YEAR'S SALARY SCHEDULE

## TRANSPORTATION PERSONNEL

Yellow Bus Route Yearly Salaries		
City Route		\$14,398
Country Route		\$16,980
Base Daily Rate		\$79.99
Positions	Rate Multiple	Salary Rate
Substitute – Full Day City	0.910	\$72.79
Substitute – Half Day City	0.455	\$36.40
Substitute - Full Day Country	1.074	\$85.91
Substitute - Half Day Country	0.537	\$42.95
White Activity Bus Driver Salaries		
Base Rate		\$15.22
Positions	Rate Multiple	Salary Rate
Activity Bus (No CDL)	1.000	\$15.22
Activity Bus (CDL)	1.036	\$15.77
Substitute	0.910	\$13.85
All Transportation Personnel		
Base Rate		\$15.22
Positions	Rate Multiple	Salary Rate
Training/Inspections	1.000	\$15.22
Transportation Trainer	1.093	\$16.64
ECA/Field Trip	0.786	\$11.96
Special Education Route Bus Assistant	0.883	\$13.44
Special Education Route Substitute	1.300	\$19.79
Special Education Route	Per Year	\$26,130
Afternoon High School Shuttle	Per Year	\$500.00
Routing Coordinator	1.000	\$17.52
Attendance Incentive Stipend (excludes professional leave, jury duty leave, and bereavement leave only)		
45 Consecutive Work Days	\$100.00	
90 Consecutive Work Days	\$200.00	
135 Consecutive Work Days	\$300.00	
180 Consecutive Work Days	\$400.00	

EMPLOYEES MUST HAVE ASSUMED THEIR DUTIES PRIOR TO JANUARY 1 IN ORDER TO RECEIVE AN INCREMENT ON THE FOLLOWING YEAR'S SALARY SCHEDULE

Transportation Personnel hired prior to July 1, 2007, will retain benefits held at that time.