

Therapy Staff HANDBOOK

**METROPOLITAN SCHOOL DISTRICT
OF DECATUR TOWNSHIP**

TABLE OF CONTENTS

	Page
I. Mission and Vision	4
II. Organization	
The District	5
The Board of Education	5
The Superintendent	5
Employees	5
III. Employment Practices	
General Policy	6
Board Policies	6
Equal Employment Opportunity & Nondiscrimination	6
Anti-Harassment	6
Accommodations	7
Personnel Records	8
Payroll	8
Hours of Work	8
Lunch/Prep period	8
General Work Rules	9
Unacceptable Behavior	9-10
Emergency Closings	11
Assignment to Work Locations	11
Termination of Employment	11
Vacancies	12
District Dress Code	12
Professional Development	12
IV. Salary	13
Evaluation	13
V. Benefits	
Health and Hospital Insurance	14
Life Insurance	15
Dental Insurance	15
COBRA	15
Long Term Disability	15
Wellness and Employee Assistance Programs	16
Section 125	16
Family Medical Leave Act	16
Group Vision Insurance	16
Retirement Program	16
401(a)	16
403(b)	16

	VEBA	16
	Retiree Insurance Participation	17
	Total Disability	17
VI.	Excused Leaves of Absence	
	Medical Leave Days	17
	Personal Leave	18
	Bereavement Leave	18
	Court Leave	19
	Professional Leave	20
	Military Leave	20
	Family Medical Leave Act	20-22
	Workman's Compensation	23
	Social Security/Medicare	23
	Jury Duty	23
	Election Day Poll Worker	23
	Subpoenas	24
	Business-Related Travel and Expenses	24
VII.	Employee Relations	
	Orientation	24
	Communications	24
	Employee Activity Pass	24
	Armstrong Pavilion	25
	Gifts and Gratuities	25
VI.	General Information	
	Use of School District Property and Materials	25
	Conflict of Interest	25
	Outside Employment	25
	Weapons and Safety	26
	Tobacco	26
	Change of Marital or Dependent Status or Beneficiary	26
	Credit Union	26
	Employee Referral Bonus	26
VII.	Changes to this Handbook	27
VIII.	Appendix A	
	Employee Referral Bonus Form	28
IX.	Handbook Acknowledgement Page	29

Welcome to the Metropolitan School District of Decatur Township!

This Employee Handbook is presented to all Therapy Staff (Occupational Therapist (OTR) and Physical Therapist) of The Metropolitan School District of Decatur Township ("School"). The information in this Handbook is based on policy, which has been adopted by the Board of Education of Decatur Township Schools. The purpose of these policies and this Handbook is to identify guidelines for all our educational support employees. The contents of this Handbook are not intended to create, nor do they create, a contract for employment between Decatur Township Schools and its employees. To the extent that these policies cover employees with employment contracts, these policies do not modify the employment contract nor are incorporated into that contract. To the extent that these policies cover at will employees, these policies in no manner modify their employee at will status. It is the employee's responsibility to be familiar with policies and practices outlined in this Handbook. Questions about any information in the Handbook should be discussed with the employee's supervisor or the Human Resources Director.

I am proud of the reputation and success of Decatur Township Schools, and I feel very strongly that these accomplishments were achieved because of the dedication and hard work of all of our employees. I am grateful for this team effort, and I pledge to do all I can to continue the tradition of excellence and leadership. I hope you will find your association with MSD Decatur Township rewarding and I welcome you as an important member of our Professional Learning Community.

Dr. Matthew Prusiecki, Superintendent

Mission

The MSD of Decatur Township is Student Invested Community Connected. We prioritize Student Learning, Safety and Customer Service, fostering a support system for our families.

Vision

Preparing students to be tomorrow ready.

ORGANIZATION

The District

The Metropolitan School District of Decatur Township, incorporated under the laws of the State of Indiana in 1964, is located outside the old city limits of Indianapolis in the southwest corner of Marion County. Approximately 6600 students and 875 therapists, administrators, therapy staff and educational support personnel learn and work in six elementary schools - Stephen Decatur, Valley Mills, West Newton, Decatur Elementary Learning Center-Blue and Gold Academies, Liberty Early Elementary; Decatur Middle School; Decatur Central High School; the Decatur Township School for Excellence; the Operations Building; and the MSD Decatur Township Administration Office.

The Board of Education

The registered voters in the school district elect a five-member Board of Education during the general election in the fall. Board members serve a term of four years. During the first 15 days in January, the Board of Education meets and reorganizes for a new school term and elects a President, Vice President, Secretary, Treasurer, and Deputy Treasurer. At this meeting the Board also establishes a regular meeting schedule for the year, although it can call special meetings whenever necessary. An agenda for each meeting is made available in all school buildings prior to each meeting, and is posted in each school's therapist lounge/workroom. All meetings are open to employees and the public, except executive sessions to discuss certain issues, as provided by Indiana law.

The Superintendent

The Superintendent is appointed by the Board of Education. The Superintendent enforces the statutes of the State of Indiana, administrative guidelines of the State School Board, and the policies of the local school board. The Superintendent consults with the Board with regard to the development and/or revision of policies. The Superintendent prepares guidelines for the administration of the District that are consistent with statutes, regulations of the State Board, and/or policies of the local board. The Superintendent is delegated the authority to take necessary action in circumstances not provided for in Board policy.

Employees

Only the MSD Decatur Township Board of Education has the authority to hire employees. The Board of Education receives employment recommendations including assignments, transfers, dismissals, requests for leaves, from the Superintendent.

EMPLOYMENT PRACTICES

General Policy

It is the intention of the Metropolitan School District of Decatur Township to comply with all local, state, and federal laws which are applicable.

Any provisions of this handbook that are in conflict with any other state or federal statutes, rules or regulations now in effect in the State of Indiana or to become in effect during the effective term of this handbook, or policies it describes, shall be superseded by any such conflicting statutes, rules, or regulations.

This handbook supersedes any and all previous handbooks, statements, memorandums, or procedures given to employees, whether verbal or written.

Board Policies

Please note that all Board policies are applicable to support staff as employees of the Metropolitan School District of Decatur Township, regardless of their inclusion into this handbook. Board Policies are publicly available on the Corporation's website. In particular, Board Policies in the 4000 series specifically address therapy staff, also referred to as "support staff."

Equal Employment Opportunity & Nondiscrimination

The Metropolitan School District of Decatur Township is an Equal Opportunity Employer and follows a practice and policy of affirmative action in promoting equal employment opportunity. The school district does not discriminate on the basis of a person's race, religion, color, age, gender, sexual orientation, national origin, disability, limited English proficiency, disabled or veteran status, or any other legally-protected status regarding recruiting, hiring, training, on-the-job treatment, promotion, conditions and privileges of employment, educational assistance, social and recreational programs, compensation, or any other employment activity, provided that the person is otherwise able to perform the essential functions of the job with reasonable accommodation.

Board Policies 4122 – Nondiscrimination and Equal Employment Opportunity, 4122.02 – Nondiscrimination Based on Genetic Information of the Employee, and 4123 – Section 504/ADA Prohibition Against Disability Discrimination in Employment address the School's commitment to maintaining an education and work environment free from all forms of unlawful discrimination. For any reports or complaints of discrimination, see the aforementioned policies for complaint procedures. Employees are also encouraged to contact the Nondiscrimination compliance officers for any complaints of discrimination. The compliance officers are the Director of Human Resources and the Chief Operating Officer or, for complaints of disability discrimination, the Director of Special Education and English Language Learners.

Anti-Harassment

It is the policy of the Metropolitan School District of Decatur Township to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment as defined in Board Policy 4362 – Anti-Harassment, occurring on School grounds, at activities sanctioned

by the School, or at activities that occur off School grounds that affect the School environment. Therapy staff share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment.

Employees found to have engaged in unlawful harassment on School grounds, at activities sanctioned by the School, or at activities off School grounds that affect the School environment will be subject to appropriate disciplinary action, up to and including termination of employment.

Furthermore, Corporation employees who fail to report any incident of unlawful harassment that the employee observes or any incident of unlawful harassment that is reported to the employee, are also are subject to appropriate disciplinary action, up to and including termination of employment.

Concerns or complaints about our School's anti-harassment policy or any instances of harassment should be reported immediately to the employee's immediate supervisor or the School's compliance officers. The compliance officers are the Director of Human Resources and the Chief Operating Officer. Procedures for complaints of harassment are found in Board Policy 4362 – Anti-Harassment.

Accommodations

Reasonable accommodations shall be made for qualified individuals with a disability, as explicitly defined in Board Policy 4123, in accordance with all applicable state and federal laws, including the Americans with Disabilities Act (ADA), unless such accommodations would impose an undue hardship to the School. If an employee requests accommodation(s) for a disability, the School may require the employee to provide documentation sufficient to substantiate that s/he has a qualifying disability under the ADA and needs the reasonable accommodation requested. Documentation is sufficient if it: (1) describes the nature, severity, and duration of the employee's impairment, the activity or activities that the impairment limits, and the extent to which the impairment limits the employee's ability to perform the activity or activities; and (2) substantiates why the requested reasonable accommodation is needed. Documentation is insufficient if it does not specify the existence of an ADA disability and explain the need for reasonable accommodation. Documentation also might be insufficient where, for example: (1) the health care professional does not have the expertise to give an opinion about the employee's medical condition and the limitations imposed by it; (2) the information does not specify the functional limitations due to the disability; or, (3) other factors indicate that the information provided is not credible or is fraudulent. If an employee provides insufficient documentation, an employer does not have to provide reasonable accommodation until sufficient documentation is provided.

If an employee provides insufficient documentation in response to the initial request, the School may request additional information from the employee and shall provide the employee an opportunity to provide the missing information in a timely manner. If the employee fails to provide the requested documentation in a timely manner or if the documentation does not demonstrate the existence of a disability, the School can decline to provide the requested accommodation.

The Metropolitan School District of Decatur Township shall engage in an interactive process to identify reasonable accommodations wherever necessary for all employees or candidates with a known disability.

Personnel Records

A confidential personnel file is maintained for every employee, and may include the following:

- Job application and resume (if requested)
- Wage/salary information
- Job responsibilities and performance reviews
- Change in employment status
- Acts of commendation
- Disciplinary actions
- Federal and state tax information
- Record of job-related training and development
- Termination information, including an exit interview form.

Under the Access to Public Records Act, certain limited personnel file information may be required to be made available to members of the public if specifically requested. Employees may review their personnel files by contacting the Human Resources Director.

Payroll

Therapy Staff will be paid on the 15th and 30th of the month. If these dates fall on a week-end, pay dates will be the previous business day. Direct deposit to your checking or savings account at the bank of your choice is required of all employees. On pay dates, your payment stub will be loaded into Doculivity which is identical to a traditional paycheck, showing how much was deposited into the account(s) and how much was deducted for taxes, insurance, and other deductions.

Hours of Work

Work hour assignments are determined by the employee's supervisor. Employees are expected to report to work regularly and promptly each day. Employees are expected to notify their Supervisor or Designee prior to the start of their work day, if they are going to be absent from work. Employees that do not call and do not report to work will be considered to have abandoned their positions and to have voluntarily resigned. Due to the nature of our work at Decatur Township Schools, there may be times when you are required to change your work hours or to work overtime. Altered hours must be approved in advance. Excessive tardiness and absenteeism may result in termination of employment.

An employee that ends employment with the Corporation will be paid on the next regular payday of the Corporation's payroll schedule that the Employee would have otherwise been paid on had they not stopped employment. The employee is responsible for providing the Corporation with the employee's address where the wages may be sent or forwarded.

Lunch/Prep period

Therapy staff will be granted a 30 minute paid lunch and a 30 minute prep period. The prep period may be used for the following:

- Documentation
- Medicaid billing
- Assessment/Evaluation scoring and reporting
- IEP Documentation
- Progress Monitoring
- Treatment Planning
- Collaboration with other therapists/staff members
- Any other job-related tasks not including direct service minutes

General Employment Rules

The following rules represent basic performance expectations of all employees. Violation of these rules will result in disciplinary action, probationary status, or discharge.

Employees shall:

1. Maintain a valid license/permit and ensure it is on file in the Human Resources office.
2. Report to work every assigned work day unless unavoidable personal business or personal or family illness makes it impossible to report to work.
3. Observe parking and traffic flow regulations.
4. Contribute to sanitary conditions and promote good housekeeping.
5. Know how to report an emergency.
6. Be aware of violent behaviors of some of the students and use caution when interacting with them.
7. Contribute to a positive working atmosphere.
8. Not sleep on the job.
9. Not leave their work location during working hours without authorization from their supervisor unless an emergency situation exists.
10. Not use corporation telephones, cell phones, or computers inappropriately or for personal business.
1. Not report to work under the influence or in possession of alcohol or illegal drugs. Furthermore, employees shall not be under the influence or in possession of alcohol or illegal drugs on School property at any time.
2. Not smoke or use tobacco products in a corporation building, in any corporation vehicle, or on any corporation grounds.
3. Cooperate with internal investigations.

Unacceptable Behavior

Any employee of the Metropolitan School District of Decatur Township may be discharged for any lawful reason. Serious misconduct by a non-certificated School employee is unacceptable and may result in disciplinary action or dismissal. Serious misconduct may occur at school, while performing duties for the School District, during the course of a school activity, or, in some instances, outside of School property. Any disciplinary action taken shall not preclude criminal prosecution. Serious misconduct may result in immediate termination of employment.

“Serious misconduct” includes, but is not limited to the following:

1. Theft, fraud, or misrepresentation of facts related to the employee's status as an employee or in the course of the performance of the employee's duties.
2. Physical violence or actions or words that could reasonably be expected to provoke physical violence.
3. Harassment of another employee, substitute or student based upon Board policy.
4. Abuse or neglect of a child.
5. Injuring or attempting to injure a person.
6. Damaging or attempting to damage real or personal property of another person.
7. Smoking, using tobacco products, or using e-cigarettes or vaping in unauthorized areas.
8. Sleeping on the job.
9. Violation of the drug-free workplace policy.
10. Possession, consumption, or being under the influence of alcohol or a non-prescribed or unapproved or illegal drug.
11. Committing acts that endanger or injure one or more persons.
12. Damaging or attempting to damage the real or personal property of another person.
13. Possession or storing a handgun, firearm, stun gun, TASER, repellent spray or other weapon on School property or at a School activity.
14. Conviction of a crime that indicates unfitness for the job or presents a threat to the School or its employees in any way.
15. Inattention to or neglect of assigned duties.
16. Failure to implement an order from a Supervisor or Manager within the time allotted.
17. Insubordination.
18. Repeated unexcused absences or tardiness.
19. Falsifying an employment application or any other company records or documents.
20. Failing to protect confidential information including personally identifiable information about a student or former student in violation of the Family Educational Rights & Privacy Act.
21. Making an untrue or deceptive statement in an internal investigation conducted by the Superintendent or a designee.
22. Withholding services or engaging in actions with other employees in order to attempt to influence a decision of the Board of Education.
23. Violating Decatur Policies or Handbook Policies. For example: Professional Boundaries Form, Technology Usage Policy.
24. Stealing or misusing the property of another person including use of information protected by a copyright.
26. Failure to cooperate with internal investigations.
27. Bringing individuals (non-employees/subs) into the workplace without prior supervisor approval.

The serious misconduct stated above is not an exhaustive list and is meant as a guide. Other conduct deemed contrary to well-being and orderly conduct of the School, though not listed, may be grounds for disciplinary action up to and including dismissal.

It is the intent of the School to promote a safe, positive work environment by following a progressive disciplinary process to provide fair and equal treatment to all employees, to promote understanding of acceptable conduct, and to encourage corrective improvement in behavior where required. The following progressive discipline process will be followed with the understanding the severity or type of the offense and number of offenses may warrant skipping any or all steps in the

process. Documentation for each step in the progressive discipline process will be included as a piece of the employee's personnel file.

Progressive Discipline Process:

1. Verbal Warning
2. Written Warning
3. Paid or Unpaid suspension
4. Recommendation for dismissal

It should be noted that steps in this process may be skipped, and a recommendation for dismissal may be given immediately, depending on the severity and type of the offense.

Emergency Closings

If it is necessary to close or delay the start of the Schools due to inclement weather, power failure, or any other emergency, a designated administrator will notify the television news media of the closing. Employees will also be contacted by the school messenger telephone system.

Therapy Staff employees are not to report to work when there is an emergency closing. (Note: Less than twelve-month employees will not lose pay for that day because the cancelled school day will be made up at a later date or will be an ELearning Day).

When there is a delay to the start of school, less than twelve-month employees are to report to work as soon as they can, but no more than two hours late.

Assignment to Work Locations

The work site location and hours to be worked are assigned at the time of employment. However, there may be instances when the School will need to transfer an employee to another building or alter the hours to be worked.

Termination of Employment

The employment of any person covered by the guidelines and practices in this Handbook for Therapy Staff may be terminated at any time with or without cause or advance notice. In those situations where there is an employment contract between the employee and the school district, procedural requirements for termination of the contract will be followed. In all cases, the School reserves the right to suspend an employee to investigate circumstances involved in unacceptable behavior/performance. Depending upon the outcome of the investigation, the employee may be terminated or reinstated. Reinstatement may be with or without pay for the period of suspension.

Employees may resign at any time by giving WRITTEN notice to the Human Resources Director.

Vacancies

The School posts Therapy Staff vacancies in each school building, at the administration building, and on the district website. Current employees, who would like to be considered for a vacancy, should submit a letter of interest to the contact person designated or the Director of Human Resources on the posting. If the current employee is selected for an interview, he/she will be contacted.

District Dress Code

The School believes that therapy staff members are an important and integral part of the School. Also, since the therapy staff is a highly visible staff to the students, the professional staff and the public, the School believes the therapy staff should at all times be well dressed and groomed. Therapy staff members who understand this precept and adhere to it enlarge the importance of their task, present an image of dignity, and encourage respect.

All staff are expected to dress professionally in a manner appropriate for their assignments to set an example for students as defined in the school/department specific handbook.

- All outer garments shall fit properly and be of an acceptable length.
- Denim jeans may be worn on days designated by the Principal or Director of each school.

Items that are not acceptable:

- Rubber and beach flip-flops;
- Tank or spaghetti strap tops;
- Low-cut tops;
- Cut-off shorts; and
- Face piercings.

All therapy staff members shall, when assigned to School duty:

- A. be physically clean, neat, and well groomed;
- B. dress in a manner consistent with their support responsibilities;
- C. dress in a manner that communicates to others a pride in personal appearance;
- D. be groomed in such a way that their dress or hair style does not disrupt the educational process or cause a health or safety hazard.

The supervisor is responsible for the interpretation of and the adherence to this policy and Board Policy.

Professional Development

Professional Development will be authorized as deemed necessary by the Director of Special Education and English Language Learners.

SALARY

Therapy staff members' compensation will be based on the salary increases for all qualifying returning teachers as outlined in the teacher's collective bargaining agreement contract. Therapists hired into the district, will follow the new certified hiring salary schedule that is in effect for the school year in which they are hired.

All returning therapy staff members that work 120 days and are rated highly effective or effective will be eligible for a salary and/or stipend increase, if given and as stated in the teacher's collective bargaining agreement. Any back pay due to approval of the teacher's collective bargaining agreement occurring after the beginning of the school year will be distributed in one retroactive check and the remainder will be divided among the remaining pays.

Employees on an extended contract will receive their daily rate for any extended days.

EVALUATION

All therapy staff members will be evaluated at follows:

A. Purpose of Evaluation

The purpose of the evaluation is:

- the improvement of employee skill and performance,
- to identify employee strengths and weaknesses,
- to determine whether the staff member meets standards for competence in his/her practice, an
- to determine employment status.

B. Notice of Evaluation Procedures

- By September 30 of each school year, each employee will be notified of who their evaluator will be and the tool to be used for said evaluation. Each employee will be notified of building specific evaluators and assessment tool used to gather evaluation data. If a change in evaluator is necessary during the course of the evaluation year, the employee will be notified of such a change in a timely manner.

C. Evaluator Responsibilities

- During the evaluation process, the evaluator may seek input from the building administrator. The administrator or direct supervisor preparing the summative evaluation must have personal knowledge of the performance of the staff member that s/he gathered during

personal observation(s). The evaluator will also provide an opportunity for therapy staff members to complete a self-evaluation score prior to completion of the evaluation process.

D. Observations

- Employees will be evaluated twice a year, according to the discipline-specific rubric. An employee shall be given an additional observation, if requested by the employee. Employees will have the opportunity to attach a rebuttal to the evaluation which shall be included in their personnel file. The rebuttal will not alter the final score.

E. Copies

- Employees shall be given copies of all written evaluations. Within ten (10) school days of receipt of a written evaluation, an employee may respond to or comment on such evaluation in writing. Copies of evaluations and all employee responses thereto shall be kept in the employee’s personnel file.

BENEFITS

A. Health and Hospitalization:

The Board will pay a specific dollar amount for each health plan as outlined below toward the payment of the School Corporation’s health and hospital insurance. Beginning January 1, 2014, contribution to the HSA will be the difference between the flat dollar amount minus the cost of plan IV.

PPO Plan I/Plan II	Total Premium	Corporation Contribution	Therapist Cost Annual	Therapist Cost Per Pay
Employee	\$8,832	\$6,739	\$2,093	\$87.21
Employee/Spouse	\$18,888	\$14,128	\$4,760	\$198.33
Employee/Child(ren)	\$17,556	\$13,387	\$4,169	\$173.71
Family	\$22,212	\$16,615	\$5,597	\$233.21
PPO Plan III				
Employee	\$7,092	\$6,336	\$756	\$31.50
Employee/Spouse	\$15,060	\$13,224	\$1,836	\$76.50
Employee/Child(ren)	\$13,992	\$12,504	\$1,488	\$62.00
Family	\$17,736	\$15,564	\$2,172	\$90.50
Plan IV (HDHP)				HSA Contribution
Employee	\$5,628	\$5,628	\$0	\$1,111
Employee/Spouse	\$11,772	\$11,772	\$0	\$2,356
Employee/Child(ren)	\$11,112	\$11,112	\$0	\$2,273
Family	\$13,824	\$13,824	\$0	\$2,791

Any therapist on leave of absence from the Metropolitan School District of Decatur Township may continue membership in any insurance program provided by the School during the leave period; however, the entire cost of the monthly premiums shall be paid by the employee from the time the leave begins until one (1) month after the leave terminates and the employee returns to work, unless subject to the 12-week family medical leave act.

If an employee's spouse is eligible for health insurance at his/her place of employment, the spouse will be required to enroll in his/her employer's health insurance plan if the employer pays at least sixty percent (60%) of the single premium. The spouse's plan will then become primary for all his/her health insurance claims. It is understood that the MSDDT PPO will be secondary for payment of claims. If the employee elects to continue secondary coverage for his/her spouse or dependents, the employee will be responsible for paying the additional premium required to provide this coverage.

B. Term Life Insurance:

A fifty thousand dollar (\$50,000) insurance group term life insurance policy shall be provided for each therapist. The School will pay the entire premium except one cent (\$.01), which will be paid by the therapist. Therapists shall have the option to purchase additional term life insurance for themselves and dependent coverage for their spouse and/or children. The maximum amounts of coverage and the required enrollment underwriting shall be determined by the carrier. Once a therapist has enrolled to purchase the additional insurance, they are to maintain the policy for the remainder of the school year. Any therapist on leave of absence from the Metropolitan School District of Decatur Township may continue membership in any insurance program provided by the school district during the leave period; however, the entire cost of the monthly premium shall be paid by the employee from the time the leave begins until one (1) month after the leave terminates and the employee returns to work. When a therapist terminates employment with the School, District the Board's coverage will terminate the month following the month in which the therapist receives his last pay.

C. Dental Insurance:

The Board School will contribute all but one cent (\$.01) toward the School's dental plan for single membership. The School will contribute toward the family policy the same premium as a single policy, plus an additional \$6.00 per month.

D. COBRA

When employment with School ends, the employee may continue to participate in the group health insurance plans for a defined period of time. The cost to participate in the group health insurance shall pay the cost that the School pays for the insurance plus two percent.

E. Long Term Disability Insurance:

The Board School shall purchase an LTD Insurance Program that provides for a minimum benefit of two-thirds (2/3) salary to age sixty-five (65) with a ninety (90) day elimination period. All therapists shall participate and shall pay the full amount of the premium in after tax dollars as a condition of employment.

F. Wellness and Employee Assistance Programs:

All Therapists will participate in the Wellness and Employee Assistant Program free of charge.

G. Section 125:

An IRS Section 125 Flexible Benefit Plan for the therapist's share of premium paid for any combination of benefits shall be available to therapists.

H. Family Medical Leave Act (FMLA):

Continuation of Corporation Payments for Fringe Benefits:

The School's corporation's payments in support of health and hospital, term life, and dental insurance shall continue during the FMLA leave.

I. Group Vision Insurance:

The School will provide group vision insurance for each full time employee. Therapists will be required to participate in the program. The Board School shall pay the annual employee premium cost.

J. Retirement Program:

The Board School shall provide the following benefits for all therapists.

1. IRS Code Section 401(a):

The School shall contribute an amount equal to 2% for of each therapist's base salary to the corporation's 401(a) plan on a semi-monthly basis until such time of becoming vested all monies contributed by the School shall not be available to the employee and upon termination of employment for any reason, other than total disability, the non-vested School contributions shall be used to offset the contributions for that year. In the event of termination due to total disability, the affected employee will be considered as vested.

Vesting Schedule:	5 years of employment	50 %
	10 years of employment	100 %

Years counted for vesting are all Decatur Township years of service since the employee was hired. A year of service will be defined according to INPRS (guidelines.)

2. IRS Code Section 403(b):

The School shall make a 1% contribution to the therapist's 403(b) plan:

These contributions shall be from the therapist's established base salary if the therapist's contribution to such plan equals or exceeds ½ % of salary.

3. VEBA (Voluntary Employee Benefit Association):

The School shall contribute an amount equal to one percent (1%) of each therapist's salary.

from the established salary schedule to the corporation's VEBA plan on a semi-monthly basis. Therapists will become vested in this program upon attaining the age of 55 and qualifying for retirement benefits under the provisions of the INPRS. In the event of termination due to total disability, the affected employee will be considered as vested. If an employee retires or otherwise terminates employment before satisfaction of the requirements for any reason, the terminated employee's VEBA account shall be forfeited.

Rehired Employees. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the School. However, if the School shall have approved a leave of absence of not more than one (1) fiscal year for an employee, such period of leave shall not result in forfeiture provided the employee shall promptly return to employment following the expiration of the period of the leave.

4. Insurance Participation:

Retirees from the School and their spouses shall be allowed to remain on the group health and dental plans at their own expense until the first (1st) day of the month following their eligibility for Medicare. A retiree is defined as a therapist who meets the criteria as established by state law (IC 5-10-8-2.6).

5. Total Disability:

To qualify for total disability, a therapist must be adjudged permanently disabled by the INPRS.

Excused Leaves of Absence with Pay

A. Medical Leave Days:

Each therapist shall be entitled to be absent from work on account of medical/illness reasons, for a total of twelve (12) days each year without loss of compensation. The therapist may also use accumulated illness days in case of illness or accident, or for surgery involving a member of the therapist's immediate family in need of medical care. The term "member of therapist's immediate family", as used in this paragraph, shall include husband, wife, mother, father, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or dependent living in the therapist's household. Any unused leave days shall be accumulated on an unlimited basis. Therapists shall notify their principal and/or designee as early as possible whenever it is necessary to be absent from school. Therapists who are transferring into the School for the first time who have accumulated leave in another Indiana school will transfer all of the accumulated leave to this School. Accumulated leave will be added beginning with their second year of employment in the Metropolitan School District of Decatur Township at a rate of five (5) days per year, which is in addition to the twelve (12) days outlined above. Therapists shall make every effort to schedule medical and dental appointments outside school hours or during the summer. The

Board School recognizes that, particularly in the case of specialists, this is not always possible. In the event a therapist has an on-the-job injury, the Board School will compensate such therapist for lost earnings with no leave days to be charged.

Therapists using medical leave days on the days immediately preceding or after a break or holiday (see the list of holidays in Personal Business Leave) will be required to provide medical certification or a note from the physician on the day they return to their principal. If certification is not provided, the therapist will be charged two personal days for each day missed by the therapist.

If no personal days are available, the therapist will have two (2) sick days deducted for each day missed. If the therapist has no remaining personal leave days or sick leave days, then the therapist's pay will be docked one day missed. If the therapist uses one day but has only one personal day and a half day's pay will be deducted from the next paycheck.

B. Personal Business Leave

Each therapist may be permitted three (3) days for the transaction of personal business and/or conduct of personal or civil affairs during each year of employment as permitted by law.

Each therapist must file with their supervisor of his/her request for personal business leave. Personal business leave shall not be taken immediately before or after a break as indicated on a board approved school calendar. Personal business leave used on the last day immediately prior to, or the first day immediately following holidays or breaks will be counted as two personal days used. For example, if a therapist uses one personal leave day on the day before a break, and also uses a personal leave day on the day immediately following the break, then the therapist will be charged a total of four (4) personal days. Holidays in which two (2) personal business days may be used to extend by one day include: Labor Day, Thanksgiving Day, Dr. Martin Luther King Day, Presidents Day, and Memorial Day.

If no personal days are available, the therapist will have one day's pay deducted from their next paycheck. If one personal day is available, the therapist can use one personal day and a half day's pay will be deducted from their next paycheck.

Unused personal business leave days may be accumulated the following year as personal business leave days up to a maximum of five (5). Excess personal business leave days accumulated beyond five (5) shall be added to the medical illness leave days to which such therapist may otherwise be entitled which is described in Section A, 1. If the therapist does not wish to accumulate these days as medical/illness, the therapist may turn each day in excess of five (5) in for \$100.00. Personal business days may be taken on a one-half (1/2) day basis. Therapists employed for less than a full year shall be entitled to one (1) day during each semester of employment.

C. Bereavement Leave

Up to five (5) business days leave of absence will be granted a therapist for death in the immediate family. The five (5) days may commence the day of death or the day after death at the therapist's discretion, but must be used within forty-five (45) calendar days from the date of death. Documentation must be provided to support the need for the leave. Immediate family is

defined under the Medical Leave Section. Up to three (3) days of absence will be granted for death of a brother-in-law, sister-in-law, aunt, or uncle. When a therapist has exhausted his bereavement leave and current personal business days, the therapist at his discretion may use medical illness leave in cases of emergency. The therapist will notify the Superintendent of the need for emergency use as soon as possible after the emergency arises. Emergency means an unforeseen combination of circumstances resulting in an urgent need for relief. A therapist will be granted one (1) leave (day of funeral) in the case of other family members or when serving as a part of the service for the deceased. Requests for bereavement leave for the day of the funeral for someone outside the family may be covered by personal business day with documentation.

D. Court Leave

Therapist will be granted leave for jury duty or when subpoenaed to appear as a witness in court, except when the therapist or Association is a party in a suit against the School or other personal suits which are not job related. The therapist will receive regular salary while on jury duty or witness appearance. The therapist shall secure from the court and deliver to the school corporation business office verification of court duty. All of the payment for jury duty or the entire fee for appearance as a witness shall be retained by the therapist as the payment for all related expenses.

E. Professional Leave

The Board of Education does encourage therapists to actively participate in meetings of local, state and national educational organizations or school visitations.

- a. Requests for permission to attend professional meetings or visitations must be in writing and filed with the Principal in sufficient time for approval by the Board or their designee.
- b. A written report shall be filed with the Principal and then transmitted to the Superintendent on the activities of the conference with recommendations, if any, for use in our School District.
- c. Expenses paid by the School Board may include:
 1. Total tourist airfare, bus or train fare. Therapists using a personal vehicle for travel will be reimbursed at the rate that the IRS allows for business deduction on Federal Income Tax returns December 31 of the preceding year. Payment to an individual using personal automobile shall not exceed tourist airfare.
 2. Registration fees.
 3. Motel or hotel lodging.
 4. Fifty dollars (\$50.00) per diem for food if not included in item 2. This item applicable only when the trip extends more than one (1) day (overnight).
 5. Taxi and baggage handling (subject to individual approval).
 6. All expense items must be approved prior to attendance of meetings, conferences, or school visitations and should be submitted to the Superintendent's office in a timely fashion.
 - a. Criterion for granting of leaves within the building and the departments will be considered but not limited to criteria published by the Board, for any given year.

F. **Military Leave**

If an employee is inducted into the armed forces of the United States for service or training, the employee will be granted a military leave. If the employee must participate in a regular annual duty Reserve or National Guard training, the employee shall be granted military leave and shall receive the difference, if any, between the employee's regular pay and employee's military pay. Employees called to active duty shall receive the difference between contracted pay and military pay for a consecutive or non-consecutive period not to exceed a total of fifteen (15) days in any calendar year.

G. **Family Medical Leave Act**

In accordance with Federal law, the provisions of the Family Medical Leave Act ("FMLA") are incorporated by reference into this handbook. The specific language implementing the FMLA is further included in greater detail in Board Policy 4430.01 – Family & Medical Leaves of Absence ("FMLA").

An employee on FMLA leave is entitled to have health and other appropriate insurance benefits maintained while on leave. The following administrative procedures outline the implementation of the Act.

1. **Eligibility** - An eligible employee is an employee who has been employed by Decatur Township for at least twelve (12) months and has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.
2. **Qualified Reasons for Taking Leave:**
 - The birth of a child and/or the care of a newborn child within one (1) year of the child's birth;
 - The placement of a child with the employee by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival;
 - The employee is needed to care for a spouse, son, daughter, or parent if such individual has a serious health condition;
 - The employee's own serious health condition prevents him/her from performing the functions of his/her position; or
 - Any need (as defined in applicable federal regulations) arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

In addition, an eligible staff member who is a spouse, son, daughter, parent or next of kin

(i.e., the nearest blood relative) of a covered service member shall be entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to care for the service member ("Service Member Family Leave"). Service Member Family Leave shall only be available during a single twelve (12) month period. Additionally, during the single twelve (12) month period described in this paragraph, an eligible staff member shall be entitled to a combined total of twenty-six (26) work weeks of leave under this paragraph and general FMLA leave described in the preceding paragraph. Nothing in this paragraph shall be construed to limit the availability of general FMLA leave under the preceding paragraph during any other twelve (12) month period. A covered service member is defined as a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. Serious injury or illness for purposes of Service Member Family Leave is defined as an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

3. **Certification** - When FMLA leave is taken for the employee's own serious health condition or to care for a spouse, parents, or dependent child with a serious health condition, the employee must provide medical certification from the healthcare provider of the eligible employee, his/her immediate family member, or the next of kin of the individual. The process for submitting such documentation is provided in Board Policy 4430.01.

4. **Length of Leave** - A total of 12 weeks during any 12-month period may be taken for any of the qualified reasons. The 12-month period is based on a "rolling" 12-month period measured forward from the first date an employee uses any FMLA leave. FMLA leave may be taken "intermittently or on a reduced leave schedule" under certain circumstances. These circumstances will be determined on an individual basis or when medically necessary. "Intermittent leave" is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. A "reduced leave schedule" is a leave schedule that reduces an employee's usual number of working hours per week, or per day.

5. **Restrictions** - An employee's entitlement to leave for a birth or placement for adoption or foster care expires at the end of the 12-month period beginning on the date of the birth or placement. A husband and wife who are eligible for FMLA leave and are employed by Decatur Township are permitted to take only a combined total of 12 weeks of leave during any 12-month period if the leave is taken 1) for the birth of a son or daughter or to care for the child after birth; 2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or 3) to care for a parent (but not a "parent-in-law") with a serious health condition. If one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full 12 weeks of FMLA leave.

6. **Returning to Work,/ Alternative Position, & Fitness for Duty Examination** - An employee is entitled to be returned to the same position (not assignment) the employee held when leave commenced or to an equivalent position with equivalent benefits, pay and other terms and

conditions of employment. An employee has no right to return to the same assignment, if the same assignment is not available. If an employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, including a period of recovery from a serious health condition, the employee can be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

As further explained under Board Policy 4160 - Fitness for Duty Examination ("FFD"), the School reserves the right to require similarly-situated employees to submit to an FFD examination or certification following employee leave for a serious health condition taken under FMLA before the employee may return to work if reasonable safety concerns exist regarding the employee's ability to safely perform his/her job duties. In conformity with the FMLA, the scope of an FFD examination following FMLA leave will be limited to the serious health condition for which the employee took FMLA leave as related to ability to perform the essential functions of the job.

7. Accrued Paid Leave vs. FMLA Leave - An employee requesting an unpaid FMLA leave will explain the reasons for the needed leave so as to allow the Schools to determine that the leave qualifies under the Act. If the leave does qualify under the FMLA, all appropriate accrued leave (personal business, medical illness, and vacation) will run concurrently with the 12-week FMLA period. Once all accrued paid leave is used during the FMLA period, then the leave will be unpaid for the remaining period of FMLA leave. Any paid leave taken as FMLA leave will be counted as part of the 12-week period.

8. Benefits - During any FMLA leave, the School will maintain the employee's health benefits and coverage under any group health plan and other appropriate insurance benefits on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. However, the employee may choose not to retain health coverage during FMLA leave. When the employee returns from leave, the employee is entitled to be reinstated on the same terms as prior to taking the leave. Except as required by COBRA, the School's obligation to maintain health and other insurance benefits under FMLA ceases if and when an employee informs the Director of Human Resources in writing of his or her intent not to return from leave, or the employee exhausts his or her FMLA leave entitlement.

9. Payment of Insurance Premiums- If the employee is paid during FMLA leave, the employee's share of premiums will be paid by normal payroll deduction. If the FMLA leave is unpaid, the employee shall send payment to the Benefits Department. The School's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late.

10. Advance Notice -- Pursuant to Board Policy 4430.01, an employee will provide the employer at least 30 days advanced notice before FMLA leave is to begin if the need for the leave is foreseeable. Leave is typically foreseeable in conditions such as based on an expected birth, placement for adoption, or foster care, or planned medical treatment for a serious health condition of the employee or a family member. If there is insufficient time to provide such notice because of unforeseeable events, the staff member shall provide such notice as soon as possible and practical, generally not later than the next business day after the employee realizes the need for leave. Failure to follow the leave notice requirements may result in delay of obtaining the leave. Employees will still be required to comply with the absence reporting procedures at their buildings. When planning

medical treatment or taking leave pursuant to Service Member Family Leave, the staff member must consult with the Superintendent and make a reasonable effort to schedule the leave so as not to unduly disrupt the regular operation of the Corporation, subject to the approval of the healthcare provider. If 30 days is not practicable, notice must be given as soon as practicable.

11. Complaint of FMLA Violation - A complaint may be filed in person, by mail or by telephone, with the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. A complaint may be filed at any local office of the Wage and Hour Division. A complaint must be reduced to writing and should include a full statement of the acts and/or omissions, with pertinent dates, which are believed to constitute the violation.

Workman's Compensation

All employees of MSD the Metropolitan School District of Decatur Township, if injured on the job, will be covered by the Workman's Compensation Plan through the School's insurance carrier. Employees are required to go to the designated worker's compensation clinics and file a First Report of Injury with Human Resources immediately after the injury. Failure to timely report may result in the forfeiture of the right to a claim by the employee. Failure to report any injury within three (3) days may also delay the proper reporting procedure to the State.

Social Security/Medicare

Metropolitan School District of Decatur Township employees are covered by the Federal Insurance Contributions Act (FICA), which is designed to provide retirement income and health care after an age defined by federal law. This is commonly referred to as Social Security. By federal law, the school district is required to deduct employee contributions from payroll checks. The contribution is divided into two parts OASDI (retirement income) and Medicare (health care).

Jury Duty

Employees are encouraged to participate in the judicial system when called to jury duty. If called to serve for jury duty, an employee should notify his/her supervisor immediately.

Employees continue to receive regular pay during jury duty but must provide court documentation of time (dates) on jury duty. All of the payment for jury duty shall be retained by the employee as the payment for related expenses.

Election Day Poll Worker

Employees who work at the polls on Election Day must use a Personal Leave Day. Employees should request this day at least five (5) working days in advance.

Subpoenas

Employees who receive subpoenas to appear in court for reasons other than school related business should contact their immediate supervisor. An employee may submit the absence as personal business leave or the employee with approval of the immediate supervisor may schedule time(s) to make up the hours required for court appearance or the supervisor may determine that the employee's absence will be recorded as "lost time" with no compensation. The employee is to provide a note from the court indicating the hours that the employee was required to be at the court proceeding.

Business-Related Travel and Expenses

Employees required to use their personal auto in their job assignment will be reimbursed at the current IRS mileage rate. Employees should submit requests for reimbursement of travel expenses to their immediate supervisor.

EMPLOYEE RELATIONS

Orientation

Orientation will be provided for all new employees. Employees will receive an Employee Handbook, including a sign-off sheet indicating they received the book. Orientation includes but is not limited to, information about the Employee Handbook, employment policies and benefits.

Communications

Good communications is a critical key to individual and organizational success. Employees should talk to their immediate supervisor if they have questions about their work and/or are experiencing any job-related problems.

Employee Activity Pass

In December 1991, the Board of Education approved a program whereby all employees of the district receive identification cards with the employee's picture on the card and such employees be granted admissions without cost to local school events involving participation by students and local athletic events. All state and Marion County tournaments and local fund raising activities would be excluded from free admissions. This program was enacted in recognition of the impact all employees have upon students reaching the district's goals. Activity passes are available through the high school bookstore.

Armstrong Pavilion

Employees are encouraged to make use of the facilities/activities at the Armstrong Pavilion, a multi-purpose recreational facility located on the high school campus. Active employees in good standing pay one-half of the regular membership fee. PERF eligible retirees will receive a free membership.

Gifts and Gratuities

Under Indiana law, Decatur Township employees may not accept gifts, gratuities or favors, including discounts, loans, commissions, rebates, or other compensation from individuals or companies doing business with Decatur Township Schools.

GENERAL INFORMATION

Use of School District Property and Materials

All Decatur Township Schools property, including building, vehicles, equipment, office supplies, and materials are intended for school district business use only. These include, but are not limited to, stationery, office supplies, postage and stamps, telephones, copiers, tools, mowers, typewriters, computers, and audio-visual equipment. Employee email accounts will be deactivated on the employee's last date of employment. Company property must be turned into the Employee's Supervisor or Designee on the employee's last date of employment. Employees that do not return district materials will have their final paycheck held until district materials are returned.

Conflict of Interest

Under the Indiana Criminal Conflict of Interest statute, employees are required to declare a conflict of interest if they have a spouse who works in the school district or if the employee, the employee's spouse, or the employee's dependent receives any financial benefit as a result of doing business with MSD Decatur Township. The conflict of interest form is available from the Superintendent's office.

Outside Employment

It is expected that a full-time employee's responsibilities with the school district take priority over any outside employment activity. The employee's position with MSD Decatur Township, either full-time or part-time, may be jeopardized if outside employment has a negative impact on job performance with MSD Decatur Township.

Weapons and Safety

Employees may not store weapons at work, carry weapons on their person (including pocketbooks, brief cases, etc.), or store weapons in personal vehicles regardless of any legal permit to do so.

Tobacco

All Metropolitan School District of Decatur Township school buildings and facilities are tobacco and drug free. Employees may not smoke, vape, or use tobacco or e-cigarette products in school buildings, on school property, at school sanctioned events, or in vehicles on school property.

Change of Marital or Dependent Status or Beneficiary

Employees are to notify the Personnel Department if there are changes in marital status so personnel/payroll records can be updated and any necessary adjustments can be made for health insurance coverage. Changes in beneficiary are to be reported to the Personnel Department. Employees should notify the Payroll Department of any tax information changes so the correct tax forms can be completed.

Credit Union

Employees are eligible to join the Indiana University or Indiana Members Credit Unions. Employees must go to the Credit Union to enroll. Deductions for savings or loan payments are made each paycheck. Any changes to the deduction amount should be arranged through the Payroll Department.

Employee Referral Bonus

The School will pay a \$100 referral bonus to an employee that recommends a new permanent employee to MSD of Decatur Township. The new permanent employee must have been working in the position that they are hired in for 90 consecutive days (weekends not included) and must be in good standing at the end of 90 days. The bonus will be paid to the employee that made the referral on the next payroll following the 90 days. Once employee is hired, complete form in Appendix A and submit to Human Resources within 30 days of employees hire date. The employee that is eligible for the bonus would need to be employed on the date that he/she is eligible for the bonus.

CHANGES TO THIS HANDBOOK

This handbook is not a contract. It has been prepared to provide employees with an outline/description of policies, rules, and current employee benefits. The policies and benefits described in this Handbook may be discontinued or revised by the Metropolitan School District of Decatur Township. Changes will be communicated to employees. Employees' questions about anything in this handbook should be directed to their immediate supervisors.

Appendix A

Employee Referral Bonus Form

Please complete this form and submit to Human Resources when recommending a permanent employee. Please do not send form to Human Resources until employee is hired.

I, _____, am recommending

_____ for the position of _____.

Print Name

Date

Signature

ACKNOWLEDGMENT OF RECEIPT OF THERAPIST HANDBOOK

MSD OF DECATUR TOWNSHIP

I acknowledge that I have received a copy of the Therapist Handbook of the Metropolitan School District of Decatur Township, and that I understand that it is my responsibility to be familiar with all of the information in the Handbook. I understand that it is not a contract of employment, but is a set of guidelines for the implementation of personnel policies. I understand that the provisions of this handbook may be changed by MSD of Decatur Township in the future.

Employee Name (please print)

Department

Signature of Employee

Date

Cc: Personnel File