

KOKOMO SCHOOL CORPORATION



ADMINISTRATIVE EMPLOYEE HANDBOOK

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Introduction

This handbook describes in summary form the personnel procedures and policies that govern the employment relationship between you and Kokomo Schools. You may receive updated information concerning changes in procedures from time to time, and those updates should be kept with your copy of this handbook. If you have any questions about any of the provisions in this handbook, please ask the Superintendent or the Assistant Superintendent.

The pages represent only a portion of the Corporation's personnel procedures and do not change the authority or intent of policies contained in the Board's By-Laws and Policies approved by the Board of School Trustees. A complete set of the Board's By-Laws and Policies is available for review on the Corporation website at www.kokomoschools.com and at the Office of Human Resources.

This handbook governs the following positions: Assistant Superintendent, Director, Assistant Director, Coordinator, Principal, Assistant Principal, Vice-Principal, Administrative Assistant, Athletic Director, Assistant Athletic Director, Curriculum Supervisor, Band Director, Transportation Supervisor, and Supervisor of Buildings and Grounds.

Employment

Equal Employment Opportunity

It is the policy of Kokomo School Corporation (hereinafter referred to as “Kokomo Schools”) to provide equal employment opportunity to all employees and qualified applicants regardless of their race, color, religion, national origin, creed or ancestry, age, gender, marital status or disability as required by law.

Position Vacancies

It is the intent of Kokomo Schools to support the efforts of employees to advance in employment by acquiring and/or improving those skills, which would qualify them for higher-level positions. Kokomo Schools provides an atmosphere conducive to exploring other job opportunities within the corporation. Position vacancies will be posted in all school corporation buildings and on Kokomo Schools’ website. An employee may also call Kokomo Schools’ Job Line at 455-6816 to obtain information about openings in any classification. Any employee wishing to be considered for a posted position must respond in writing or email to the Assistant Superintendent. Only qualified candidates will be granted interviews.

Administrative Evaluation

Evaluation is a continuous process to improve employee performance and to provide a formal opportunity to commend, recognize and encourage an employee for a job well done. Evaluations also provide an opportunity for goal setting and communication between the employee and the supervisor. Administrators are evaluated annually. The Kokomo Schools Administrative Competency Rubric will be used for all administrative employee evaluations.

Personnel File

An employee may view the contents of his/her personnel file by making an appointment with the Assistant Superintendent. An employee’s personnel file is confidential except as provided by law.

Licensing

Administrators in positions requiring licensure must maintain a valid Indiana license in their field of practice.

Contract Days

- An administrator's annual number of contract days is based on his/her appointed position according to the following table:

<i>12.00 months</i>	<i>260 days</i>
<i>11.50 months</i>	<i>230 days</i>
<i>11.25 months</i>	<i>225 days</i>
<i>11.00 months</i>	<i>220 days</i>
<i>10.75 months</i>	<i>215 days</i>
<i>10.50 months</i>	<i>210 days</i>
<i>10.25 months</i>	<i>205 days</i>
<i>10.00 months</i>	<i>200 days</i>
<i>9.75 months</i>	<i>195 days</i>
<i>9.50 months</i>	<i>190 days</i>
<i>9.00 months</i>	<i>180 days</i>

- For Principals on a 10.75-month contract, a minimum of 215 days must be worked between July 1 and June 30, which includes two paid holidays. Each 10.75-month Principal is expected to work 10 days before the teacher calendar begins, each day of the teacher calendar, and 10 days after the teacher calendar. The remaining 7 contract days may be worked on a flexible schedule during the remaining calendar days with **prior written approval from the assistant superintendent**. Altering established dates requires prior written approval.
- For Principals on an 11-month contract, a minimum of 220 days must be worked between July 1 and June 30, which includes two paid holidays. Each 11-month Principal is expected to work 15 days before the teacher calendar begins, each day of the teacher calendar, and 10 days after the teacher calendar. The remaining 7 contract days may be worked on a flexible schedule during the remaining calendar days with **prior written approval from the assistant superintendent**. Altering established dates requires prior written approval.

- For Principals on an 11.25-month contract, a minimum of 225 days must be worked between July 1 and June 30, which includes two paid holidays. Each 11.25-month Principal is expected to work 15 days before the teacher calendar begins, each day of the teacher calendar, and 15 days after the teacher calendar. The remaining 7 contract days may be worked on a flexible schedule during the remaining calendar days with **prior written approval from the assistant superintendent**. Altering established dates requires prior written approval.
- Assistant Principals, Vice Principals, and Curriculum Supervisors may flex dates only after prior written approval by the immediate supervisor and the assistant superintendent.
- Administrators who work less than 12 months are off duty during winter and spring breaks, and will work the number of days prescribed in their contracts. Starting and ending dates of these contracts shall be balanced as to splitting the extra days of the contract to half the days before the school year begins and half the days after the school year ends.
- An administrator may request an altered work schedule making sure that the required number of contracted days is completed. Prior written approval by an immediate supervisor and assistant superintendent is required. The altered schedule shall state the specific dates to be worked.
- An administrator working less than 12 months and working a flexed schedule will be required to submit a proposed work calendar to the Assistant Superintendent. Upon approval, the Assistant Superintendent will provide a copy of that schedule to the Business Office to be placed in the Administrator's payroll file.

Paid Holidays

Twelve-Month Administrators:

The following are paid holidays for twelve-month administrators only:

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Martin Luther King Day</i>	<i>Thanksgiving Day</i>
<i>President's Day</i>	<i>Friday after Thanksgiving</i>
<i>Good Friday</i>	<i>Christmas Eve</i>
<i>Memorial Day</i>	<i>Christmas Day</i>
<i>Independence Day</i>	<i>New Year's Eve</i>

- Twelve-month administrators are entitled to two (2) paid holidays each for Christmas and New Year's. If those holidays occur on weekends, the Superintendent will designate the appropriate weekdays to be observed as the holidays, giving employees two (2) paid workdays off for each holiday.
- If Independence Day falls on a weekend, the Superintendent will designate the appropriate weekday to observe the holiday.
- To receive holiday pay, an employee must be in pay status on both the workday before and the workday after the holiday.

9.5-month to 11.50-month Administrators:

The following are paid holidays for administrators who work 9.5 through 11.50 months only:

<i>Labor Day</i>
<i>Memorial Day</i>

To receive holiday pay, an employee must be in pay status on both the workday before and the workday after the holiday.

School Cancellations, Delays and Early Dismissals

- In the event of a school delay, administrators are to report to work at their normal work time.
- When school is dismissed early, administrators are to complete their normal workday.
- In the event of a school cancellation, twelve-month administrators are to report to work at their normal work time. In conditions of inclement weather, when school is delayed or cancelled, twelve-month administrators may be permitted to use discretion in arriving at their normal work time.

- In the event of a school cancellation, administrators who work less than 12 months do not report to work. However, they are required to work when those days are rescheduled.
- In special snow emergencies declared by the Superintendent, twelve-month administrators do not report to work and will suffer no loss of pay.

Ghost Employment

Indiana law makes it a criminal and civil offense for the School Corporation to employ and pay a person when that person is not performing duties related to the operation of the employer. It is unlawful for an employee to receive or accept salary or wages for work not performed in the exercise of duties for the institution.

Compensation

Administrative Salaries

The Board of School Trustees has adopted a salary schedule for all administrative positions. Summer School salaries are based on the administrative salary schedule from the prior school year. The Board shall provide the same benefits and/or fringe benefits that are provided to all other certified personnel unless specifically outlined in this handbook.

Salary Schedule Placement

Administrators are paid an annual salary as approved by the Board of School Trustees. The Assistant Superintendent has the responsibility to review and recommend to the Superintendent the administrator's salary. This salary decision by the Superintendent is final. Increases in salaries will be based upon annual evaluations.

Additional Work

Prior approval by the Board of School Trustees, upon recommendation of the Superintendent, is necessary in order for an administrator to be remunerated for work done beyond the administrator's contract, or for pay-in-lieu-of-vacation.

Administrative In-Service

Kokomo Schools' administrators enrolling in a graduate-level class for credit and receiving a "B" grade or better shall receive \$750 for one three (3) credit hour class completed each school year. This amount will be paid in the school year following the completion of the class. A transcript of credits must be submitted to the Office of Human Resources before September 15 to verify completion of the class.

Payroll Information

- To comply with federal regulations, new employees must complete Employment Eligibility Verification Form (I-9) verifying they are a U.S. Citizen or an alien legally authorized to work in the United States. This form must be completed within three days of employment.
- W-4 Federal tax forms and state tax forms must be completed prior to the first pay.
- Tax forms may be changed at any time throughout the year if changes are needed in tax withholdings.
- Employees are paid every other Friday. Direct Deposit information will be available by payday.
- Administrators receive their annual salary in twenty-six (26) pays per year.
- When an error occurs in payment of wages to an employee, an employee's pay will be adjusted accordingly.

Direct Deposit

All administrators shall have their pay directly deposited. Upon receipt of written authorization, the employee's pay shall be deposited into any qualified financial institution that accepts electronic deposits provided there are no finance charges for such service to the school corporation. Direct deposit information will be available for all employees, which includes the amount of deposit, gross pay, deductions, and leave day information.

Payroll Deductions

Payroll deductions will be withheld for federal income tax, state income tax, Old Age Survivor's Security Insurance (OASDI), Medicare, county option tax, and the employee's share of the premium for any insurance programs offered by Kokomo Schools in which the employee is enrolled. In addition, employees may choose to have deductions made for (a) The City of Firsts Credit Union, (b) United Way contributions, (c) tax deferred annuities (403B withholdings), Flexible Benefit Plan, voluntary insurance plans, voluntary retirement deductions, Section 457 plan, and Section 529 plan offered by Kokomo Schools.

Multi-Building Mileage Reimbursement

Administrators whose duties require them to travel from building to building using their personal vehicle within the Kokomo Schools during the workday will be paid for the mileage driven at the current Board-approved rate. Distance between buildings must be based on the official school mileage table and the administrator must record the dates and mileage on forms prescribed by the State Board of Accounts. Mileage forms may be submitted monthly.

Professional Travel Outside Corporation

Administrators may attend and participate in professional meetings, seminars, conferences, and workshops at Board expense, with the approval of the Superintendent. An Administrative Travel Form must be submitted in advance for approval by the administrator's supervisor and Superintendent.

- When traveling by personal vehicle, mileage will be reimbursed at the IRS mileage rate of reimbursement.
- Should an accident occur when traveling by personal vehicle, the employee's personal insurance is the primary insurance.
- When overnight travel occurs, Kokomo Schools will reimburse for lodging. Actual detailed receipts must be submitted with the voucher form for reimbursement.
- When approved by the supervisor, reasonable amounts for meals will be reimbursed. Alcohol is not reimbursable. Actual detailed receipts must be submitted with the voucher form for reimbursement.

Benefits

Eligibility

Eligibility for fringe benefits will be limited to employees who are Board-appointed employees working on a contract basis or working a schedule of thirty-five (35) hours per week minimum on a regular basis.

Administrators are eligible for the same fringe benefits that are provided to certified school employees unless specifically outlined in this handbook.

Insurance Continuation Option

Administrators on an unpaid leave of absence shall have the option to continue in any or all of the insurance programs in effect by paying the entire amount of premiums themselves. The employee must make specific payment arrangements with the *Office of Human Resources*. If a payment is not made within thirty (30) days of the date due under the terms of the employee's payment arrangement, and upon Kokomo Schools giving the employee notice as required by *FMLA*, employee coverage under all group insurance programs will end for the employee and all covered dependents at the end of thirty (30) days after the due date. Kokomo Schools may withhold a delinquent premium payment from any amount it owes to the employee or may bring legal action to recover the amount of delinquent premiums. (See also *FMLA* policy).

Group Medical Insurance

Kokomo Schools makes available a Group Medical Insurance Plan as described in the most current Employee Benefit Plan Booklet. Administrators shall contribute toward the cost of the insurance plan by payroll deduction according to the following table. The medical premiums are listed on the current year's *Insurance Rates* publication. Health insurance coverage ends at the end of the month of termination. Employees may continue on the health plan under *COBRA*.

Medical Plan	Cost to Administrator
Single	15% of premium
Employee + Dependent	30% of premium
Employee + Family	30% of premium
Employee + Family Both spouses employed by KSC	26% of premium

Group Dental Insurance

Kokomo Schools makes available a Group Dental Insurance Plan as described in the most current Employee Benefit Plan Booklet. Administrators shall contribute toward the cost of the insurance plan by payroll deduction according to the following table. The dental premiums are listed on the current year's *Insurance Rates* publication. Dental insurance coverage ends at the end of the month of termination. Employees may continue on the Dental plan under COBRA.

Dental Plan	Cost to Administrator
Single	10% of premium
Employee + Family	30% of premium
Employee + Family Both spouses employed by KSC	<i>Full family premium minus 2 times total single premium.</i>

COBRA

COBRA provides employees and their dependents rights to continuation coverage after termination of their eligibility. Following are general guidelines of COBRA provisions:

- . Enrolled employees, their spouse, and qualified dependents, who lose membership may elect to continue their membership in the group plan by paying the full premium plus administration fees for:
 - a) Up to 18 months after loss of membership due to termination of employment or reduction of hours;
 - b) Up to 36 months after loss of membership due to the employee's death, employee's Medicare entitlement, divorce, legal separation, or the dependent ceasing to be an eligible dependent under the plan.
- Employees or a dependent must notify Kokomo Schools Benefits Specialist within 15 days of an event causing loss of coverage. Kokomo Schools COBRA administrator will then notify the covered individuals of their rights to continuation of coverage.
- Individuals must be given a minimum of 60 days from the later of the Loss of Coverage date or the date the notice is mailed to elect COBRA coverage.
- Continuation coverage may be terminated for any of the following reasons:
 - b) Kokomo Schools no longer provides group insurance to any employee
 - c) Premiums are not paid on time
 - d) Entitlement to Medicare

Group Term Life Insurance

Kokomo Schools makes available a Group Term Life Insurance Plan, which provides life and accidental death and dismemberment benefits. The details of the plan can be found in the most current Employee Benefit Plan Booklet. An administrator may purchase \$50,000 of life insurance or an amount equal to one and one-half times his/her salary or an amount equal to two times his/her salary. Life insurance in excess of \$50,000 is subject to IRS regulations and will be taxed bi-annually in June and December. Administrators contribute one dollar of the premium toward the cost of the plan by payroll deduction. Life insurance coverage ends the day of termination.

Long-Term Disability Insurance

Kokomo Schools makes available a Long-Term Disability Insurance Plan, which provides long-term disability benefits as described in the most current Employee Benefit Plan Booklet. Administrators contribute one dollar of the premium toward the cost of the disability plan by payroll deduction. Long-term disability insurance coverage ends the day of termination.

Investment Savings Plans

403(b) Tax Deferred Annuities

- Kokomo Schools provides employees with the opportunity to participate in the 403(b) Plan. Employees may continue or enter into contracts through only the agents presently representing companies who have entered into contracts with the school corporation to offer 403(b) products.
- A completed Salary Reduction Agreement must be submitted to the Human Resources Office no later than thirty (30) days prior to the effective date when the payroll deductions will begin. Effective dates are January 1, April 1, July 1, and October 1 of each year. Increase or decrease of contributions will begin on these effective dates. In the event of a reduction in income, the employee shall contact his/her carrier to insure legal compliance with Internal Revenue Code for annuity contributions. The employee may cancel the deduction at any time during the year by submitting a Change Form to the Business Office. To participate in the 403(b) plan, a minimum annual contribution of \$200.00 is required.

- Kokomo Schools has no responsibility to any employee concerning the financial condition, stability or investments of any company selected by an employee who enters into a 403(b) Plan contract. The employee releases the Kokomo Schools from any liability or responsibility concerning the selection, financial condition, or investments of any such company selected by the employee and further agrees to hold harmless Kokomo Schools from and against any and all damages, claims, and liability arising therefrom.

401 (a) Matched Savings Plan

Kokomo Schools provides a 401(a) Matched Savings Plan through a qualified carrier. If an administrator contributes at least 0.5%, 1.0%, 1.5%, 2.0%, 2.5% , 3% (effective January 1, 2020), or 3.5% (effective January 1, 2021) of his/her base contract to a 403(b) account, the school corporation will provide a corresponding match of 0.5%, 1.0%, 1.5%, 2.0%, 2.5% , 3% (effective January 1, 2020), or 3.5% (effective January 1, 2021) into the administrator's 401(a) account. An employee shall be vested in their 401(a) account after two full continuous years of matched contributions by the school corporation.

457 Retirement Plan

Kokomo Schools provides a 457 Retirement Plan supplementing the 403(b) annuity plan through a qualified carrier.

529 College Savings Plan

Kokomo Schools provides a 529 College Savings Plan through a qualified carrier.

Flexible Benefit Program

- Kokomo Schools offers employees an opportunity to participate in Section 125 of the Revenue Act of 1978. Section 125 allows employees to pay on a pre-tax basis medical and dental premiums, unreimbursed medical bills, eligible dependent care expenses, and certain voluntary insurance premiums. Kokomo Schools refers to the withholding of premiums on a pre-tax basis as "flex".
- Unless waived by the employee, all monthly insurance premiums are automatically flexed for those employees enrolled in the group medical and/or dental plan.
- Employees may choose to flex the unreimbursed medical portion over a six (6) month period to an annual maximum set by the IRS per person per year. Upon termination, an employee may incur claims through the end of the calendar year until the amount contributed is exhausted. In the case of death, ninety (90) days shall be allowed for the survivors to submit expenses.

- Employees may choose to flex eligible dependent care expenses over a six (6) month period.
- Enrollment for the flexible benefit plan is in November to be effective in January. Employees must sign up every year for the unreimbursed medical and dependent care.

Policies Controlling

- Kokomo Schools furnishes insurance providing the benefits outlined above. The foregoing provisions for insurance coverage are incomplete and are intended only to describe in a general way the terms of such coverage. The eligibility and complete rights of employees under each insurance plan are set forth in the most current Employee Benefit Plan Booklet and other appropriate documents.
- Kokomo Schools' obligation is to purchase insurance policies and pay premium amounts agreed upon, and shall have no liability to an employee when coverage is denied under the terms of a policy.

Injury on the Job

Kokomo Schools provides worker's compensation insurance for each employee for coverage against loss for personal injury, medical expenses, and loss of wages in accordance with the state worker's compensation law.

Reporting On-The-Job Injuries

- Employees must report on-the-job injuries to their supervisor immediately.
- The supervisor must complete the Accident Report form and send the completed form to the Business Office within 24 hours. Failure to report the injury within the specified time frames may result in denial of the claim. Additional injury information should be provided as soon as possible.
- Kokomo Schools has designated the following to administer non-emergency treatment for employee on-the-job injuries.
*Med One/Urgent Care Center
186 East Southway Blvd
Kokomo, Indiana
(765) 236-8299*

Benefits Under Worker's Compensation

- Employees are not eligible for any amount greater than the regular pay they are receiving from Kokomo Schools at the time of injury. In many instances the pay may be less.
- Employees are paid for the first day of injury as a paid day. An administrator may elect to use paid benefit days for any subsequent absences due to an on-the-job injury.
- If eligibility requirements are met, Worker's Compensation begins on the eighth day of disability to pay a portion of the employee's salary. The exact portion paid by Worker's Compensation is determined by state legislation and changes periodically.
- Worker's Compensation checks are sent to the employer. As the Business Office receives a payment on behalf of an employee, the employee will be informed when the check is available.
- If the injury continues for longer than 21 days, Worker's Compensation will pay the first seven days. If Worker's Compensation goes retroactive and pays the first seven (7) days, Kokomo Schools will re-credit those leave days.
- If the employee is given work restrictions by the attending physician, and Kokomo

Schools can provide work for the employee within the restrictions, the employee is entitled to receive the difference from Worker's Compensation between the lower wage rate and the worker's regular wage rate.

- When the employee no longer receives any payment from Kokomo Schools with which to make premium payments for benefit plans, the employee will have to make payments to the Office of Human Resources in order to keep benefit coverage.
- The employee must make specific payment arrangements with the Office of Human Resources. If a payment is not made within thirty (30) days of the date due under the terms of the employee's payment arrangement, and upon Kokomo Schools giving the employee notice as required by FMLA, employee coverage under all group insurance programs will end for the employee and all covered dependents at the end of thirty (30) days after the due date. Kokomo Schools may withhold a delinquent premium payment from any amount it owes to the employee or may bring legal action to recover the amount of delinquent premiums.
- If an employee is unable to return to work after one year from the date of injury, the employee may be terminated and the employer/employee relationship with Kokomo Schools ceases.

Retirement

Retirement Fund Contribution

The Board contributes 3% of the gross salary of each administrator to the Indiana State Teachers' Retirement Fund or the Public Employees Retirement Fund, whichever is applicable.

Early Retirement

Any retiring administrator with a minimum of five years local experience and who is at least fifty years of age may continue in the group medical insurance program until age sixty-five by contributing the full premium directly to the School Corporation at a minimum of two months in advance. Failure to pay by the scheduled date shall result in permanent cancellation of the insurance without right to reinstate.

Benefits at Separation of Employment

Retirement Notification

Any administrator who is at least fifty (50) years of age and has a minimum of five years of experience in Kokomo School Corporation may elect to retire. Such administrator shall give written notice to the Superintendent, by April 15, of his/her intention to retire at the end of that school year.

Supplemental Retirement Plans

Eligibility for SEA 199 Buy-out Plan

Administrators are eligible for the same benefits provided through the SEA 199 Buy-out of Retirement Benefits, as agreed upon by Kokomo School's and Kokomo Teachers Association unless specifically outlined in this handbook. To be eligible for Buy-Out of Retirement Benefits, the administrator must have been employed by the school corporation as of March 15, 2006.

Entitlement to Retirement Benefits and Vesting Requirements

An administrator who is a least fifty (50) years of age during the school year and has a minimum of five (5) years of experience in the corporation is fully vested in the retirement benefits provided through the Buy-Out of Retirement Benefits by giving notice by April 15, in writing, to the Superintendent of her/his intention to retire at the end of the school year.

Administrators hired after March 15, 2006 may participate in a 403(b) Tax Deferred Annuity, 401(a) Matched Savings Plan, and a 457 Retirement Plan.

Payment for Unused Vacation Days

Twelve-month administrators who separate from employment are eligible to receive payment for unused vacation days.

Life Insurance

- Life insurance coverage through Kokomo Schools terminates the date of separation.
- Employees are eligible to continue life insurance coverage by converting to private plan.
- Arrangements to convert must be made through the life insurance carrier within 31 days of termination. Information is available from the Office of Human Resources.

Health Insurance

- Health care coverage ends on the last day of the month of separation.
- Employees who terminate employment may continue on the Group Medical Insurance Plan for a period of eighteen (18) months through *COBRA*.

Dental Insurance

- Dental insurance coverage ends on the last day of the month of separation.
- Employees who retire or terminate employment may continue on the Group Dental Insurance Plan for a period of eighteen (18) months through *COBRA*.

FLEX Program

Upon separation, an employee may incur claims through the end of the calendar year until the amount contributed is exhausted. In the case of death, ninety (90) days shall be allowed for the survivors to submit expenses.

Investment Savings Plans

403(b) Tax Deferred Annuities

The employee's contribution to tax deferred annuities will cease with the last pay. Retirees are reminded that they must begin receiving their annuity income by age 70.5. Failure to do so will result in significant financial penalties.

401(a) Matched Savings Plan

Kokomo Schools' contribution to the 401(a) Matched Savings Plan will cease with the employee's last pay. An employee shall be vested in their 401(a) account after two full continuous years of matched contributions by the school corporation. When an employee terminates without a vested 401(a) account, their 401(a) account shall be immediately forfeited.

Time Off

Eligibility

Administrators are eligible for the same time-off benefits that are provided to certified school employees unless specifically outlined in this handbook.

Personal Business Leave

- Administrators are provided four (4) days leave annually for personal business at the beginning of the school year. The administrator's supervisor must approve personal leave. Personal leave is granted on a prorated basis for administrators who begin work after the start of their work year.
- Unused personal business leave shall accumulate to a maximum of six (6) days and then days beyond the maximum shall be transferred to sick leave the following year.
- Request for use of four, five, or six consecutive personal business leave days must be submitted in writing to the employee's supervisor stating reason for absence. The request will be denied if the purpose is vacation or to extend holidays.
- Personal business leave is discouraged the day before or the day after a student break.

Sick Leave

- Sick leave for administrators shall accumulate at the rate of eight (8) days annually (ten (10) days for the first year of employment by the Kokomo Schools) up to a maximum accumulation of 248 days.
- Sick leave days shall be transferred from an accredited school corporation, or an accredited college or university, up to a maximum of 248 days. In order to transfer days, administrators new to Kokomo Schools must make application to the Human Resources Office for transfer of accumulated sick leave days from their previous employer.
- Sick leave days accumulated by an administrator prior to a leave of absence shall be credited to the administrator upon return.
- Sick days can be used in the event of personal illness, accident, disability, medical or dental appointments.

Family Illness

A maximum of eight (8) days sick leave per year may be used by an administrator in case of illness, surgery, or accident involving (a) a spouse, (b) a child living in the home of the employee, (c) others living in the home of the employee, or (d) parents. Two (2) of these eight (8) days may be used by an administrator in case of illness, surgery, or accident involving (a) a child no longer living in the home of the employee or (b) an individual who is under the guardianship of or dependent upon the administrator as primary care provider. *See Policy on Family and Medical Leave Act.*

Family illness days are not in addition to sick leave days but are a part of the annual sick leave days. Family illness days taken are deducted from annual sick leave days.

Sick Leave Bank

- The intent of a sick leave bank is to assist an employee from the time they become disabled (for an extended period of time) until the time that disability pay becomes available or an employee is able to return to work.
- An administrator may join the Administrative Sick Leave Bank by donating one (1) sick leave day. The annual enrollment period is from the opening of school until Friday of the first full week in October.
- A sick leave bank member is eligible to borrow from the bank in lieu of days for which they would have been paid had they not been disabled.
- Employees repay the Administrative Sick Leave Bank at three (3) days per year. If a member retires, resigns, or for other reasons leaves the corporation before repaying the bank, the debt shall be waived.
- An employee must exhaust all sick and personal days before they may begin drawing from the sick leave bank.
- An employee must make application in writing to the chairperson of the committee responsible for administering the bank. The application shall be accompanied by a statement from the attending physician describing the nature of the disability, treatment being rendered, and prognosis for a return to work. The application form may be obtained from the Office of Human Resources.
- A complete description of the Administrative Sick Leave is available in the Office of Human Resources.

Family and Medical Leave Act

The Family and Medical Leave Act of 1993 (FMLA) requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous twelve (12) months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

Reasons for Taking Leave

- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, son or daughter, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee’s job.

At the employee or employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification

- The employee is required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
- The employee ordinarily must provide thirty (30) days advance notice when the leave is “foreseeable.”
- Kokomo Schools requires medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

Job Benefits and Protection

- For the duration of FMLA leave, Kokomo Schools will maintain the employee’s health coverage under any “group health plan.” The employee must pay the employee’s contribution in order for the coverage to continue.
- Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

FMLA Leave Time Period

- Each eligible employee shall have up to a total of twelve (12) weeks FMLA leave during any twelve (12) month period. Kokomo Schools has elected to calculate this twelve (12) month period as a “rolling” twelve (12) month period measured backward from the date an employee begins any FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks, which has not been used during the immediately preceding twelve (12) months.
- The twelve (12) week period of FMLA leave begins on the day after the last day of the employee’s paid accumulated benefit leave or if the administrator chooses not to use paid benefit days, the FMLA leave will begin on the first unpaid day.

Insurance Benefits and Employee Responsibility

- When on FMLA leave and not receiving pay, the employee may elect to continue participation in any group insurance program in which he/she was enrolled immediately prior to the FMLA leave. If the employee so elects, he/she is responsible for the full premium of all insurance plans in which he/she participates. However, during an employee’s FMLA leave, Kokomo Schools will continue to pay the employer’s share of the employee’s health insurance premium.
- The employee must make specific payment arrangements with the Office of Human Resources. If a payment is not made within thirty (30) days of the date due under the terms of the employee’s payment arrangement, and upon Kokomo Schools giving the employee notice as required by FMLA, employee coverage under all group insurance programs will end for the employee and all covered dependents at the end of thirty (30) days after the due date. Kokomo Schools may withhold a delinquent premium payment from any amount it owes to the employee or may bring legal action to recover the amount of delinquent premiums.

Intermittent FMLA

- The FMLA permits employees to take leave on an intermittent basis under certain circumstances.
- Intermittent FMLA days must be used in half day or full day increments up to a total of sixty (60) days.
- Kokomo Schools has elected to calculate this intermittent FMLA leave as a “rolling” twelve (12) month period measured backward from the date an employee begins his/her first intermittent leave day.
- The intermittent FMLA leave period will begin on the employee’s first unpaid day.

Disability Leave/Medical Leave

- An administrator who becomes disabled shall be granted a leave of absence for the duration of such disability as certified by the attending physician, but not exceeding one (1) year. Subsequent disability leaves shall not be granted without a minimum of one (1) school year return to work. The administrator may use any accumulated sick leave during such leave of absence, but shall not otherwise be entitled to pay. Disability, for this purpose, includes illness, injury, pregnancy, miscarriage, legal abortion, and any disability caused thereby
- If the illness of the employee extends beyond the period of time for which leave days have been accumulated, the administrator will not draw pay. When not receiving pay, the administrator may elect to continue participation in any group insurance program in which he/she was enrolled immediately prior to the Disability leave. **If the employee so elects, he/she is responsible for the full premium of all insurance plans in which he/she participates.** However, during an employee's *FMLA* leave, Kokomo Schools will continue to pay the **employer's share** of the employee's **health** insurance premium.
- The employee must make specific payment arrangements with the *Office of Human Resources*. If a payment is not made within thirty (30) days of the date due under the terms of the employee's payment arrangement, and upon Kokomo Schools giving the employee notice as required by *FMLA*, employee coverage under all group insurance programs will end for the employee and all covered dependents at the end of thirty (30) days after the due date. Kokomo Schools may withhold a delinquent premium payment from any amount it owes to the employee or may bring legal action to recover the amount of delinquent premiums.
- When an administrator returns from a Disability Leave, sick leave and personal business days will be prorated based on the number of days remaining in the employee's work year.
- An employee is required to submit a physician's release to return to work following a Disability Leave.

Maternity Leave

- A pregnant administrator may continue in active employment as long as she is able to fulfill the requirements of her position. She is entitled to an unpaid leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child.
- Upon request, an administrator may receive one (1) paid work day of leave on the date of delivery and one (1) paid work day of leave on the day she is released from the hospital.

- Only after a physician has certified that she is disabled, may she use accumulated sick leave during the certified period of disability.
- She may continue on an unpaid maternity leave after the disability period; however, accumulated sick leave days may not be used.
- An administrator must notify the Superintendent in writing at least thirty (30) days before the date on which she desires to start her maternity leave, except in a medical emergency. She shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn child, whichever is applicable.
- In case of a medical emergency caused by pregnancy, the administrator shall be granted a disability leave immediately upon her request and certification of the emergency from an attending physician.

Paternity Leave

Upon request, an administrator shall receive one (1) paid workday of leave for the purpose of being with his wife during delivery. One (1) paid workday of leave at home immediately following the release of his wife and/or child shall be granted upon request of the administrator.

Adoptive Leave

Upon request an administrator shall receive two (2) consecutive workdays of paid leave for the purpose of receiving the child. Upon request, an administrator shall be granted adoptive leave of absence without pay for a period not to exceed one (1) year. The administrator-parent shall begin such leave no sooner than one week prior to physically receiving the child. The Superintendent shall be given as much notice as possible of the date of commencement of such leave.

General Leave of Absence

An administrator with five (5) years of experience may, with the approval of the Board, be granted leave of absence without pay for a maximum of one (1) school year for renewal of professional training, legislative duty, health or other written reasons deemed appropriate by the Board. A general leave may not be extended. Subsequent general leaves shall not be granted without a minimum of one (1) school year return to work. The one-year maximum for general leave of absence shall be waived for an administrator elected to an office in local, state, or national government requiring full-time service.

Bereavement Leave

- Leave not to exceed eight (8) consecutive week days beginning either the day of the death or the day following the death and/or including the day of the funeral shall be granted in the event of the death of a spouse, child, or stepchild. However, one of these days may be taken at any time within twenty (20) week days of the funeral.
- A leave not to exceed four (4) consecutive week days beginning either the day of the death or the day following the death and/or including the day of the funeral shall be granted in the event of the death of parent or stepparent, brother, stepbrother, sister, stepsister, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, sister-in-law or brother-in-law.
- Two (2) consecutive week days, including the day of the funeral, shall be granted for the death of an aunt, uncle, niece, nephew, or grandparent-in-law of the administrator or his/her spouse.
- One week day shall be granted for the death of a great-grandparent, great-grandchild, great-aunt, or great-uncle of the administrator or his/her spouse.

Weekdays are defined as Monday through Friday regardless of whether they are workdays.

Jury Duty

- An administrator shall be granted leave when required to appear for jury duty. The administrator shall receive the difference in his/her salary and the remuneration received for jury duty.
- A document indicating the amount of remuneration received should be forwarded to the Payroll Department.

Military Leave

Kokomo Schools shall comply with all applicable laws relating to the employment rights of persons returning from active military service.

Rights Upon Return From Leave of Absence

An administrator returning from a leave of absence will be placed in a position within the scope of her/his certification and shall retain full credit for years of service prior to the leave. An administrator on a four month or longer leave shall submit written notification to the Superintendent of his/her intent to return or not to return at least forty-five (45) days prior to the end of the approved leave. An administrator on a less than four month leave shall submit written notification to the Superintendent of his/her intent to return or not to return at least thirty (30) days prior to the end of the approved leave.

Vacations

Each full-time, twelve-month administrator shall be granted twenty (20) paid vacation days per year as approved by the Superintendent. Unused vacation days will be transferred into sick leave at the end of the contracted year ending June 30, or up to ten (10) days may be carried forward as vacation days with the approval of the Superintendent up to a maximum accumulation of thirty (30) days.

Pre-Approved Non-Paid Days of Absence

It is the expectation of Kokomo Schools that all employees be at their assigned work during school days. Eligible employees have benefit days, which are intended for use when absence is necessary. Seldom will additional days be granted as unpaid days of absence. However, on some occasions, when an employee requests such unpaid days for unique and non-recurring circumstances beyond the approved leave parameters, such leave requests may be pre-approved. Approval, when granted, does not set precedent and will always be determined on a case-by-case basis.

If an employee believes that a pre-approved non-paid day of leave is necessary, the following procedure is to be used:

- 1. The employee must request in writing at least two weeks ahead of time, if possible, listing the date of the requested absence and the reason for the request.*
- 2. The written request should be given to the administrator's direct supervisor for pre-approval or denial.*
- 3. If the supervisor recommends approval, the written request will be forwarded to the Superintendent.*
- 4. The administrator will be notified in writing by the Superintendent regarding pre-approval or denial of the absence request.*

The above procedure is to be used for pre-approved non-paid absences only. If an employee is absent due to personal illness and does not have sick leave days available, he/she should **not** request approval for the non-paid day after the absence occurs.

Conduct in the Workplace

It is important to demonstrate respect for an individual's beliefs, opinions, and attitudes, so long as the expression of such are in conformity with generally accepted community values and is without regard to another's race, gender, religion, national origin, disability, and/or economic status. Consequently, administrators, teachers, classified staff, students, and members of the general public, while visiting Corporation facilities, property, or participating in school-sponsored functions, shall make all reasonable efforts to treat staff members and students in a respectful manner. Speech or conduct that ridicules or personally demeans another person sets a negative example, reduces self-esteem, and therefore, cannot be tolerated. All staff members are cautioned that any person who demeans, insults, or abuses another person is subject to disciplinary action.

Dress Code

All employees shall, when assigned to Corporation duty:

- be physically clean, neat, and well groomed
- dress in a manner consistent with their classified responsibilities
- be groomed in such a way that their dress or hairstyle does not disrupt the educational process or cause a health or safety hazard.

Tobacco-Free Workplace

The School Board is committed to providing students, staff, and visitors with a tobacco-free environment. The negative health effects of tobacco use for both users and non-users, particularly in connection with second-hand smoke, are well established. Further, providing a tobacco-free environment is consistent with the role-modeling responsibilities of teachers and staff to our students. The Board recognizes the right of individuals under state law to use lawful products, including tobacco off of Corporation premises.

Accordingly, the Board prohibits the use of tobacco including, but not limited to, cigarettes, cigars, snuff, and chewing tobacco on Corporation premises and in Corporation vehicles.

Kokomo School Corporation premises is defined as land and all improvements thereon which are owned by the district.

Drug-Free Workplace

The School Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which meets the requirements in the Drug-Free Workplace Act and Drug-Free Schools and Communities Act.

In compliance with the Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, and any drug paraphernalia, by any member of the Corporation's classified staff at any time while on Corporation property or while involved in any Corporation-related activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with Corporation guidelines.

Substance Abuse

Kokomo Schools recognizes alcoholism and drug abuse as treatable illnesses. Employees are encouraged to seek counseling and treatment of those illnesses outside the workplace.

The responsibility to correct unsatisfactory job performance or behavior resulting from a suspected substance abuse problem rests with the employee. Failure to do so, for whatever reason, will result in appropriate corrective or disciplinary action, up to and including termination.

If an employee's observable behavior indicates he/she may be under the influence of alcohol or other drug, the employee will be required to take a drug test. Refusal to do so would be considered a positive test. The same standards as used in the procedures for Commercial Driver's License will be utilized.

Furthermore, any violation of the Corporation's Drug Free Workplace Policy will subject the employee to disciplinary action, up to and including immediate termination.

Sexual Harassment

Kokomo Schools maintains a workplace free of all unlawful harassment, specifically including sexual and/or sex-based harassment.

Sexual harassment is any deliberate or repeated, unsolicited and unwelcome sexual overture, which affects the employment relationship. Such harassment includes any unwelcome verbal or physical conduct, and gestures or physical contacts, which are of a sexual nature. Any administrator or other employee who uses implicit or explicit coercive sexual behavior to control, influence, or affect the career, job, or working

environment of an employee or co-worker is engaging in sexual harassment and is in violation of the law and Kokomo Schools policy. It is also a violation of Kokomo Schools policy for any employee to engage in any unwelcome conduct directed toward another employee solely on the basis of that employee's sex. This policy is also intended to protect employees from harassment from any third party, including but not limited to contractors, parents and students.

Conduct constituting sexual and sex-based harassment includes, but is not limited to: requests for sexual favors (whether expressed or implied); unwanted physical contact of any nature; verbal harassment, including but not limited to sexual innuendos, suggestive comments, jokes of a sexual nature, and threats; non-verbal conduct, including but not limited to display of sexually suggestive objects or pictures; and acts of physical aggression, intimidation, hostility, threats or unequal treatment based on sex (even if not sexual in nature).

An employee who believes he or she has been harassed in violation of this policy should immediately report the conduct to his/her supervisor. However, if the supervisor is responsible for the harassment, then the report should be made to the Assistant Superintendent. Alternatively, if an employee so prefers, the conduct may be reported to the Assistant Superintendent in the first instance.

Reports of harassment will be treated seriously. Further, such reports will be kept confidential to the extent reasonably possible. Kokomo Schools will not take any adverse action against an employee because he/she has reported, or participated in the investigation of, a legitimate report of possible discrimination or harassment. Further, to the extent possible, Kokomo Schools will not allow anyone else to take adverse action against an employee for such acts. Kokomo Schools will promptly conduct a complete and impartial investigation of all such reports and such investigations will be conducted, to the extent reasonably possible in a confidential manner. Any employee of Kokomo Schools who, after reasonable investigation, is determined to have engaged in harassing or retaliatory conduct of any nature in violation of this policy will be subject to disciplinary action, including but not limited to immediate termination.

Conflict Resolution

When an employee has concerns regarding his/her work or matters related to the work, the employee should discuss the issue with the immediate supervisor. When a sincere effort by the employee and the supervisor does not resolve the concern, the employee may schedule an appointment with the next person in the chain of command.

Child Abuse/Neglect Reporting

Kokomo Schools is concerned with the physical and mental well-being of the children of this Corporation and will cooperate in the identification and reporting of cases of child abuse and neglect in accordance with the law. When any school employee (original reporter) suspects that a child is a victim of child abuse or neglect, the employee must immediately make an oral report by contacting the Indiana Centralized Calling System. The Indiana Child Abuse and Neglect Hotline number is 1-800-800-5556. The employee (original reporter) will then complete a written report (FPP-310 Form) to be given to the building principal or his/her designee. All employees or volunteers are required to attend a training on abuse and neglect reporting. Any questions regarding this reporting procedure should be directed to the Director of Social and Student Services at 765-455-8000, ext. 309.

Privacy in the Workplace

Kokomo Schools recognizes its employee's rights to privacy in their personal lives. However, Kokomo Schools has established the following policy with respect to employee privacy in the workplace to protect Kokomo Schools' interests.

All offices, desks, lockers, communications equipment (including but not limited to computer equipment), telephone systems, facsimile devices, electronic mail systems, voice mail systems, and work files are the property of Kokomo Schools and are to be used primarily for school business purposes. Kokomo Schools reserves the right to monitor and access by various means the above named areas and locations. Employees should have no expectation that any information contained on such systems or in such locations is confidential or private. Confidential student case files maintained by Student Services employees must be stored in separate, locked areas and are protected from employer access as defined by this policy.

Review of such information may be done by Kokomo Schools with or without the employee's knowledge and will be motivated by a legitimate school business reason. The use of passwords does not guarantee confidentiality, and Kokomo Schools retains the right to access information in spite of a password. An employee's refusal to permit access may be grounds for discipline up to and including termination.

Staff Network & Internet Acceptable Use Policy

Staff members are encouraged to use Kokomo Schools' computers/network and Internet connection for educational and school business purposes. Use of such resources is a privilege, not a right. Staff members must conduct themselves in a responsible, efficient, ethical, and legal manner. Unauthorized or inappropriate use, including any violation of these guidelines, may result in cancellation of the privilege, disciplinary action consistent with Board policy, and/or civil criminal liability.

Smooth operation of Kokomo Schools' Network relies upon users adhering to the following guidelines. The guidelines outlined below are provided so that Users are aware of their responsibilities.

- A. Staff members are responsible for their behavior and communication on the Internet.
- B. Staff members may only access the Internet by using their assigned network user account. Use of another person's account/address/password is prohibited. Staff members may not allow other users to utilize their passwords.
- C. Staff members may not intentionally seek information on, obtain copies of, or modify files, data, or passwords belonging to other users, or misrepresent other users on the network.
- D. Staff members may not use the Internet to engage in "hacking" or other unlawful activities.
- E. Transmission of any material in violation of any State or Federal law or regulation, or Board policy is prohibited.
- F. Any use of the Internet for commercial purposes, advertising, or political lobbying is prohibited.
- G. Following generally accepted rules of network etiquette, staff members are expected to: Be polite, courteous, and respectful in your messages to others. Use language appropriate to school situations in any communications made through Kokomo School's computers/network. Refrain from using obscene, profane, vulgar, sexually explicit, defamatory, or abusive language in your messages.

- H. Use of the Internet to access, process, distribute, display, or print child pornography and other material that is obscene, objectionable, inappropriate, or harmful to minors is prohibited. As such, the following material is prohibited: material that appeals to a prurient interest in nudity, sex, and excretion; material that depicts, describes, or represents in a patently offensive way with respect to what is suitable for minors an actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals, and material that lacks serious literary, artistic, political, or scientific value as to minors. Offensive messages and pictures, inappropriate text files, or files dangerous to the integrity of Kokomo School's computers/network (e.g., viruses) are also prohibited.
- I. Internet filtering and monitoring systems have been implemented and shall be maintained in place on all corporation workstations connected to the Internet.
- J. Intentional use of Kokomo School's computers/network to develop programs that harass other users or infiltrate a computer or computer system and/or damage the software components of a computer or computing system is prohibited. Staff members may not use the corporation's computers/network in such a way that would disrupt their use by others.
- K. All communications and information accessible via the Internet should be assumed to be private property (i.e., copyrighted and/or trademarked). All copyright issues regarding software, information, and attributions of authorship must be respected.
- L. Privacy in communication over the Internet and the Network is not guaranteed. To ensure compliance with these guidelines, the Corporation reserves the right to monitor, review, and inspect any directories, files, and/or messages residing on or sent using Kokomo School's computers/network. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.
- M. Use of the Internet and any information procured from the Internet is at the staff member's own risk. Kokomo Schools is not responsible for any damage a user suffers, including loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions. Kokomo Schools is not responsible for the accuracy or quality of information obtained through its services. Information (including text, graphics, audio, video, etc.) from Internet sources used in class should be cited the same references to printed material.
- N. Proprietary rights in the design of web sites hosted on Kokomo School's servers remains at all times with the corporation without prior written authorization.

Staff members are reminded that personally identifiable student information is confidential and may not be disclosed without prior written parental permission.

Computer Software

Kokomo Schools does not condone the illegal duplication of computer software. Copyright law provides that a copyright holder has certain exclusive rights, including the right to make and distribute copies of copyrighted computer software. Specifically, Title 17 of the U.S. Code states, in relevant part, that "...it is illegal to make or distribute copies of copyrighted material without authorization". The only exception is that a user of copyrighted software may make a backup copy for archiving purposes.

Copyright law protects the rights of the holder and gives users the right to copy software only if a backup copy is not provided by the manufacturer. The federal criminal penalties for unauthorized duplication of software include fines up to \$250,000 and jail terms up to five years.

Internet Home Access

Kokomo Schools recognizes that 12-month administrators must communicate in a timely and efficient manner to meet their job responsibilities. As such the reimbursement for internet services for 12-month administrators is an appropriate use of Corporation funds. With that being said, the Corporation is responsible for complying with Part 13—Compensation and Benefits of the State Board of Accounts Guidelines Manual for Public School Corporations that reads as follows:

PERSONAL EXPENSES

Public funds may not be used to pay for personal items or for expenses which do not relate to the functions and purposes of the governmental unit. Any personal expenses paid by the governmental unit may be the personal obligation of the responsible official or employee

To prove that the Corporation is in compliance with the above rule, 12-month administrators that request reimbursement for internet access will need to provide a log of their home internet usage, detailing the date, time, duration, and purpose of each internet access. The log should be turned into the Corporation's business office with each monthly billing statement. Only the percentage of use that is for work-related purposes can be reimbursed by the Corporation up to a maximum of \$45.00 a month. The Corporation will not be able to reimburse unless a usage log is provided for our records.

Administrators must also adhere to the Staff Network & Internet Acceptable Use

Policy detailed in School Board Policy 7540.04 if they are to be reimbursed by the Corporation for their internet use.

Civil Rights Complaints Procedure

It is the policy of Kokomo Schools that it shall not discriminate against any person based on race, color, national origin, sex, age, or disability. Further, the Board believes that individuals who think their civil rights have been violated by the Corporation should be able to make a formal complaint to the appropriated governmental agency. Accordingly, a *Civil Rights Complaint Log* and *Civil Rights Complaint Forms* shall be kept at the administrative offices of the Corporation, at the building housing the Child and Adult Care Food Program (CACFP) and at any other building housing programs which are required by law to have such a log and forms on premises.

The *Civil Rights Complaint Form* shall be in a format that will permit the complainant to set forth his/her name, address and telephone number, the location and name of the School Corporation or entity such as CACFP, which allegedly violated his/her civil rights, and a space sufficient for the complainant to set forth the nature of the incident, the action or method of administration that led to the complaint and any other facts the complainant believes are relevant.

If a person complains that his/her civil rights have been violated by the Corporation, then he/she shall be advised that *Civil Rights Complaint Forms* are available at the above locations. If a person appears at one of the above locations and complains that his/her civil rights have been violated, then he/she shall be provided with a *Civil Rights Complaint Form*. The person shall be advised that upon completion of the form, it may be returned to the site where it was provided for filing with the appropriate agency by the Corporation, or that he/she may send the completed form to one of the agencies whose name and address is listed on the form.

When a *Civil Rights Complaint Form* is provided to a person, then the following shall be entered in the *Civil Rights Complaint Log*: name, address and telephone number of the person (if provided), the date the form was provided and the fact that a form was provided. If the person to whom a *Civil Rights Complaint Form* was provided refuses to give his/her name, address and telephone number, then the identity of the person shall be noted as “anonymous” on the complaint log. If a completed *Civil Rights Complaint Form* is delivered to any of the above locations, then the following shall be noted on the *Civil Rights Complaint Log*: the date of delivery; the name, address and telephone number of the person delivering the form; the date of mailing and the name and address of the agency to which the form was mailed. A copy of each complaint which has been mailed to an agency on behalf of a complainant shall be kept with the *Civil Rights Complaint Log*, along with any related correspondence or notes.

All staff involved in CACFP functions, the persons charged with the responsibility of

maintaining the *Civil Rights Complaint Log* at each of the above locations, and any other staff required by law to receive such training, shall receive annual training on civil rights requirements. The training topics which shall be addressed at such annual training sessions are: what is discrimination; collecting and recording racial and ethnic data; where to display “And Justice For All” posters; what is a civil rights complaint; and, how to handle a civil rights complaint. The training at such annual sessions shall be delivered by a CACFP staff person who has attended an Indiana Department of Education sponsored training program on civil rights.

The “And Justice For All” poster and other non-discrimination statements shall be posted and included in the Corporation’s buildings and on the Corporation’s published materials as required by state and federal law.

CACFP shall comply with any and all other civil rights related requirements of Federal and State law which specifically apply to it.

Pesticide Notification

Pesticides may need to be applied periodically throughout the year to external, or internal, areas of the Kokomo School Corporation school buildings and the grounds. If you wish to be given notice of such pesticide applications, please notify the office of the Supervisor of Facilities and Grounds at (765) 454-7110. An updated notification list will be created from these contacts.

If you are on the updated notification list, you will be contacted, as required, concerning any pesticide applications at least 48 hours prior to the application process.

Pesticide applications will not happen when children or staff members are in the area that is to be sprayed. Every effort will be made to complete these applications on weekends or during school vacations.

Reduction-in-Force Policy

Section I: Reduction in Administrative Staff

In the event it becomes necessary to reduce administrative staff positions due to economic reasons, program elimination, decrease in student enrollment, and/or other considerations, the Board shall follow the procedures listed in Section III of this document to determine which administrative staff members will be released. These procedures will be followed for administrative staff members who are actively working and for those on approved leave.

Normal attrition shall be used first.

Section II: Definitions

Attrition is the gradual reduction in the size of a work force that occurs when personnel lost through retirement or resignation are not replaced.

“Category A” Administrators include assistant superintendent, principals, assistant principals, and vice principals.

“Category B” Administrators include all other licensed certified administrators and classified administrators.

Section III: Procedures

- Whenever a Reduction in Force is imminent for any administrator in a position listed in “Category A”, the Superintendent shall notify such person in writing that the Board will consider non-renewal of the administrative contract for the upcoming year prior to January 1st of a school year in accordance with Indiana statute I.C. 20-28-8-3.
- Whenever a Reduction in Force is imminent for any administrator in a position listed in “Category B”, the Superintendent shall notify such person in writing that the Board will consider non-renewal of the administrative contract for the upcoming year prior to May 1st of a school year in accordance with Indiana statute I.C. 20-28-7-3

- Following the Board’s designation of specific administrative positions needed for the upcoming year, all administrators, who receive a “notice of non-renewal”, may submit a letter of interest and updated resume for one or more vacant administrative positions for which they have appropriate license or qualifications.
- All administrators who receive a “notice of non-renewal” will be interviewed and considered for the administrative positions for which they apply and have appropriate license or qualifications.
- In the event administrative positions are not filled using these reduction-in-force procedures, the district’s posting, selection and employment process will be followed.
- Certified administrators holding a valid teaching license, who choose not to apply for a vacant administrative position or who are not selected for appointment to a vacant administrative position, will be considered for a teaching position as governed by Article X, Layoff and Recall of the *Master Agreement Between Kokomo School Corporation and Kokomo Teachers Association*.

Wages and Benefits

The Board will not provide any wages or fringe benefits for administrators released by Board action. If the administrator is approved for reassignment, he/she will receive pay and benefits approved for the new assignment.