



**A HANDBOOK
FOR
SCHOOL BUS DRIVERS
OF
CLAY COMMUNITY SCHOOLS**

Effective

July 1, 2018

(Approved July 31, 2018)

Clay Community Schools is an Equal Opportunity Employer and does not discriminate because of race, religion, sex, color, national origin, age or disability.

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The contents of this handbook are presented as a matter of information only. The plans, policies, and procedures described are not conditions of employment. Clay Community Schools reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this booklet is not intended to create nor is it to be construed to constitute a contract between Clay Community Schools and any one or all of its employees.

SCHOOL BUS DRIVERS CONDITIONS OF EMPLOYMENT

This employment policy handbook shall apply to all bus drivers employed by Clay Community Schools unless otherwise specifically excluded here from in writing and shall embody those employment policies deemed desirable by the Board of School Trustees and the Administration. This Handbook shall remain in effect until altered by provision of the Board of School Trustees.

It is recognized that matters may arise of mutual concern to the Administration and bus drivers. It is in the interest of both parties to "meet and confer" regarding such mutual concerns. Clay Community Schools does not, however, consent to engage in collective bargaining with any specific representative and retains full management rights to determine all conditions of employment for such employees. This handbook is a supplement to, and does not supersede, the Indiana School Transportation Statute (IC 20-27-1-1 through 20-27-12-5).

Drivers will be recommended and hired by the Board of School Trustees. The driver's date of hire will be the Monday following the board meeting at which he/she is hired unless otherwise specified. These drivers will sign a Clay Community Schools Employment Agreement and will be considered full-time employees of the school corporation. Bus drivers must record their actual time worked each day and on field trips. This will be done on a signed time card submitted for approval each 2 weeks of a pay period.

GENERAL PROVISIONS

1. Employer shall provide a school bus which meets or exceeds the requirements of the State of Indiana and will provide for its proper maintenance and insurance.
2. Each day during the school term, the driver shall operate his/her assigned bus over the route or routes fixed by Employer. Driver shall faithfully and personally perform the work set out in this handbook unless excused by Employer.

All bus drivers must adhere to school schedules. Drivers are required to arrive at school five minutes before school starts and ten minutes before time of dismissal. Weather, traffic conditions, and mechanical issues with the bus will be taken into consideration. Tardiness attributed to factors reasonably within the driver's control will be considered an issue of inadequate job performance.

Drivers are expected to drive every day school is in session for which they are contracted to work. Excused days are for personal leave, sick leave, and bereavement leave. Drivers who take unexcused days off without approval will be subject to disciplinary action.

3. As a condition of employment, a driver must be twenty one (21) years of age or older, possess a valid commercial driver's license (CDL) issued to him/her by the State of Indiana, and must meet the physical requirements and physical certification requirements as required by the State of Indiana and Clay Community Schools, including with completing and successfully passing an Expanded Criminal Background Check and Child Protection Index Check as required by Board Policy.
4. Employer may, at any time, require any driver to submit to an additional physical examination by a licensed Indiana physician selected by the Employer. Employer shall pay the cost of additional physical examinations required.
5. The driver agrees to abide by the provisions of all Indiana statutes, and rules and regulations of the State School Bus Committee.
6. The driver shall keep order and maintain discipline among students while in the school bus and shall be responsible for the care and safety of the students. In the event it becomes necessary for

more effective discipline, the principal of the school shall be notified by the driver submitting a bus conduct form.

7. The driver shall keep the school bus clean both inside and out and shall be responsible for reporting when the bus is not in good operating condition. Needed service and mechanical repairs shall be reported to one of the mechanics. Drivers are to wash their buses at least once a week or as needed. When using a spare bus, whether a full time or sub driver, the bus is to be swept and fueled. Bus washing reimbursement is calculated according to Appendix A of this handbook.

8. Drivers shall attend the annual State Safety Meeting, an annual organizational meeting, the Bus Inspection meeting, and two (2) In-Service meetings.

9. Bus routes shall be established by the Director of Extended Services, and changed only at his/her direction. Any time a route is changed, the Director will review it for capacity, time, and pay adjustment.

10. Drivers will submit a copy of their physical examination report to the Transportation Office when a DOT physical is completed. A copy of their CDL should be submitted every 4 years when their license is renewed.

11. All substitute drivers shall be selected, approved, trained, and paid by the school corporation. Substitute drivers must be assigned by the Superintendent or the Director of Extended Services. Only in the event of an emergency may the driver contact a substitute to drive, but in every event the driver shall notify the Transportation Office as soon as possible.

12. Drivers' appearance shall always be clean and neat, refrain from the use of tobacco products, alcoholic beverages, and profanity while on the school bus and school property. Clay Community Schools has a tobacco-free environment which prohibits the use of tobacco products on any school corporation property or in any school-owned vehicle. This includes prohibition of the use of e-cigarettes, vapor pens, or other substitute forms of cigarettes in accordance with Board Policy 2830 – Tobacco-Free Work Environment.

13. Drivers are expected to be in their bus when the first student enters and shall not leave the bus as long as there are students on board.

14. Drivers are to pre-warm the bus when temperatures are 32 degrees or less; the warm-up period shall be for 30 minutes or longer depending on the severity of the weather. Drivers are to use block heaters when the temperature falls below 25 degrees. Electrical use reimbursement is calculated according to Appendix A of this handbook.

15. No bus shall be operated at a speed greater than fifty-five (55) miles per hour on a federal or state highway, or greater than forty (40) miles per hour on any county or township road. Interstate speed limit is 60 mph. When the posted speed limit is lower than the absolute limits set in this section, or when the absolute limits do not apply, the maximum lawful speed of a bus is the posted speed limit. In the event of adverse weather and/or bad road conditions, the driver shall reduce his/her speed accordingly. **ALL** Clay Community Schools buses are not to travel on Interstate 70, between U.S. Highway 41 and State Road 39.

16. Drivers are expected to drive both morning and evening routes during the school year except for approved leave days. (Other employment shall not interfere with this availability. Persons receiving other monetary consideration shall not use such as an excuse to use sick leave or any unpaid leave days from Clay Community Schools.)

17. Drivers shall not move the bus until their seat belts are fastened and all passengers are seated.

18. Drivers shall be responsible for the security and care of their bus.

19. School buses shall not be used for personal transportation. Stops may be made only if they are in a direct line between the drivers' home and the school.

20. Substitute drivers will receive regular pay after fifteen (15) consecutive days of service. If a substitute driver misses driving after the 15 consecutive days, he/she returns to substitute pay if they miss more than 2 consecutive days or a total of 3 days (including ½ days). The 15 consecutive days do not have to be on the same route. The 15 consecutive days of being a substitute driver may be on a route as assigned by the Director of Extended Services or his/her designee. In that case, the substitute driver's pay on day 16 and each day after will be the average daily rate of all routes covered during the 15 consecutive days.

21. If during the 180-day school year school is closed through no fault of the employee, the employee shall be paid during that time. However, whenever a canceled student day is rescheduled, each employee shall work on that rescheduled day and will not receive compensation. If the canceled school day is not rescheduled, the Board of School Trustees shall determine any reduction in compensation or establish additional assignments.

22. As per I.C. 20-27-9-1, no driver shall operate any school bus on any highway for any private purpose or for any purpose other than transportation of eligible school children to and from school except as authorized in statute. Failure on the part of the driver to comply with these conditions of employment shall be deemed cause for dismissal at the option of the employer.

23. Cell phone usage is NOT permitted on the school bus unless it is an emergency; this includes texting. If a driver needs to use his/her cell phone, the bus should be pulled over with the parking brake on, and the emergency flashers should be turned on. Also, the dispatcher should be advised that the driver is using his/her cell phone. The dispatcher will note the time and date for record-keeping purposes. Cell phones will be turned off and stored out of sight when the driver is on his/her bus. Failure to comply with these instructions will result in one week's suspension without pay, and a second violation will cause termination.

24. Communications over the Clay Community Schools radio frequency shall be limited to school business. No personal communication is permitted.

25. Drivers shall report the use of the First Aid Kit, Fire Extinguisher, or Clean-up Kit and file an incident report with the Director of Extended Services. Drivers will promptly refill any used supplies.

26. During field trips, drivers should secure the bus. The driver should check on the condition of the bus at least once each hour if possible. During cold weather the bus shall be warmed prior to loading for the return trip.

27. Drivers will be responsible for their own meals on trips unless otherwise provided.

28. Drivers shall conduct at least one emergency evacuation exercise per semester to assure that students understand all emergency procedures. A report of the exercises will be forwarded to the Director of Extended Services.

29. If the emergency door is opened without authorization while on a school route or trip, an incident report shall be forwarded to the Director of Extended Services as soon as possible.

30. While on a trip with more than one bus, a driver will be appointed by the Director of Extended Services as the lead driver to make any necessary decisions after consulting the Director of Extended Services.

31. Drivers shall not allow the writing or hanging of anything on the outside or inside of their assigned bus unless authorized by the Director of Extended Services.

32. Drivers will “walk” their bus from front to back at the end of each route.

33. In inclement weather, the driver is to use his/her discretion about departing on a trip. The driver shall always contact the Director of Extended Services before departing if weather is in question.

34. According to the State of Indiana, all school bus drivers must meet the following requirement: “Footwear must enable a driver to operate a bus safely and allow for rapid movement in the event of an emergency”. Therefore, all bus drivers will be required to wear footwear that is closed toe and closed heel, hard soles, be flat or low heeled (one inch or less) and be securely held onto the foot. Prohibited footwear includes, but is not limited to: sandals, flip-flops, clogs, high heels, moccasins, house slippers, Crocs™, and any other footwear deemed inappropriate and/or unsafe by the Director of Extended Services.

35. Perfect Attendance Bonus Incentive. Drivers missing no days, having perfect attendance, in a semester will receive a \$100 bonus, maximum \$200/year.

36. Referral and Retention Bonus/Incentive. If a current bus driver refers a friend or colleague that is hired as a substitute driver, said bus driver will receive a one-time stipend of \$500 under the following conditions: the substitute that was referred to us must be employed for at least one (1) full year with Clay Community Schools and must drive a substitute route at least thirty-five (35) days in that school year. The Superintendent and his/her designee reserve the right to cease this incentive program without notice when the substitute pool has reached a level that no longer necessitates the Supervisor of Transportation or Transportation Secretary driving routes as substitutes. This Referral and Retention Bonus will be utilized on an as-needed basis.

ATTENDANCE POLICY

Employees are given “Leave Days” as designated in the Handbook. Any days not worked shall be accounted for appropriately as a sick day, personal leave, or bereavement leave. If an employee is to be absent due to an extended illness (5 or more days), he/she must fill out a Medical Leave or Family Medical Leave form.

Days not worked and not covered by a designated leave day will be accounted for by pay deduction. Excused leave days without pay include: employees’ own illness not covered by a sick day and must have a doctor’s slip; family illness not covered by a sick day and requires a doctor’s slip; or, bereavement not covered by Leave Day. These unpaid leaves may be approved by the immediate supervisor with arrangements made before the leave is taken. Any other leave without pay must be arranged and approved by the Director of Extended Services. Unpaid leaves should only be taken in cases of emergency/special circumstance and must be approved by the Director of Extended Services. All other unpaid days will be considered non-excused. Each non-excused day or partial day will count as a single incident, subject to progressive discipline. Excessive unpaid absences that interfere with the employees’ ability to perform their job will be considered reason for termination.

Any unpaid days taken without approved arrangements in advance will be considered non-excused.

Discipline for pay deduction days that are non-excused will be determined by the number of pay deduction days received from July 1 – June 30 in a one-year period.

| | |
|---|---|
| 1 st day or incident of pay deduction* | Written warning from supervisor |
| 2 nd day or incident of pay deduction* | 3-day suspension without pay |
| 3 rd day or incident of pay deduction* | Recommendation of termination of employment |

Each individual day or partial day of pay deduction is considered an incident. If no previous incidents have occurred in the school year, and more than 1 day is taken, 1-2 consecutive days, will be considered the 1st incident and would be a written warning, 3-5 consecutive days would be considered a 2nd incident and 3-day suspension, and more than 5 days would be a termination.

* If an employee does not report to work for 3 or more consecutive days without notifying his/her supervisor in advance, the absence will be considered a resignation.

A suspension without pay for attendance is considered part of progressive discipline.

RESIGNATION

A written resignation shall be submitted to the Superintendent or the Superintendent’s designee at least two weeks prior to the resignation of employment. Resignations will be deemed accepted upon submission to the Superintendent or his/her designee. No rescission of a resignation will be accepted. Resignations will be presented to the Board for information only. If an employee does not return to work at the beginning of a school year or at the end of an approved leave of absence, it will be considered a resignation from the position. The last day an employee is physically present will be considered the last day in employment/pay status unless employee is on a board-approved leave of absence. If a sick day is taken after a resignation is received, a doctor’s note is required.

HIRING DRIVERS

Full time drivers are chosen from the substitute drivers: The Director of Extended Services will evaluate substitute drivers based on their abilities and time served as a substitute and will recommend drivers for full time positions that are open.

POLICY ON TRIPS

Trips requiring a regular school bus will be offered to drivers on an Employment Agreement first and sub drivers second. All trips will be approved by the Director of Extended Services or his/her designee.

Choosing Drivers for Field Trips: All full-time drivers are placed alphabetically on a list for trips. If a driver does not wish to be called for trips, his/her name is removed from rotation. A driver can be reinstated on the trip list at any time. Drivers either accept the trip or pass and the next driver is called for the trip. A driver may pass as many times as he/she wishes without being penalized. When the route drivers are unavailable, choose not to drive the trip, are sick, or are using one of their personal days, substitute drivers will be asked if they would like the trip or to fill in on a route. **There shall be no trading of trips.** In the event the regular driver is on a trip and cannot drive his or her route, a substitute driver shall drive the route. At such times, the regular driver shall have deducted from his or her pay an amount representing the pay for the route he/she could not drive.

Short Notice Subs for Routes, Trips, or Midday Routes: In the event of a short notice, if the transportation secretary is unable to contact the next driver on the list, that driver will be passed, and the next driver will be contacted. If a substitute driver is needed, and we are unable to contact the next substitute driver on the list, that substitute driver will be passed and the next substitute driver will be called. This process will be repeated until a driver or sub driver is found to take care of the short notice or emergency situation.

How substitute drivers are chosen to drive trips or sub on a route: Substitute drivers will have their name placed alphabetically on the Substitute Trip List. Names will be called in order. If a substitute is only available on certain dates and days, the office will need a schedule of the dates the driver is available. If a driver with limited availability is in turn for the next trip or route, and the trip or route falls on a date that the driver is unavailable, that driver will be skipped. If the driver declines to fill in on a route or take a trip, the next driver is called.

BENEFITS:

[MOST ARE NOT AVAILABLE WITHIN FIRST 90 DAYS OF EMPLOYMENT]

HEALTH INSURANCE

(Not available within first 90 days of employment)

No insurance is in effect until enrollment cards are completed by the employee and are on file in the Administration Office.

The amount paid by the Board is subject to change and will be set by the Board annually. Insurance coverage is under the new plan design which went into effect January 1, 2008. **An employee must work or be covered by approved paid leave days at least ½ of the scheduled workdays in any month for the Board to pay its portion of the insurance premium. The employee may pay the entire amount of the premium to continue coverage.**

DENTAL INSURANCE

(Not available within first 90 days of employment)

The Board agrees to pay a set amount per month towards a dental program. The amount will be determined annually by the Board.

LIFE INSURANCE

(Not available within first 90 days of employment)

The Board will pay the premium (less one dollar) on a group life insurance policy for each eligible contracted bus driver for the face amount of \$50,000. All insurance benefits will be paid as per the Master Policy.

SICK LEAVE

(Not available within first 90 days of employment)

Days will be granted to an employee when he/she physically reports to work after the granting date OR if returning from a leave of absence, the employee must work 10 consecutive days before new sick days are granted.

Each driver shall be entitled to be absent from work because of illness or quarantine for a total of four (4) days each year. Sick days will be granted on the first student day of a school year, if a driver has successfully fulfilled his/her 90-day probationary period. Drivers under the 90-day probationary period will be granted sick leave upon successfully completing their 90-day probationary period. Drivers hired after the beginning of the start of school will be granted sick days that are prorated on a quarterly basis. For the 2018-2019 school year, the term "quarters" will be defined in the following manner:

- Quarter 1: August 6th, 2018, through October 5th, 2018 (4 days)
- Quarter 2: October 8th, 2018, through December 19th, 2018 (3 days)
- Quarter 3: January 3rd, 2019, through March 8th, 2019 (2 days)
- Quarter 4: March 11th, 2019, through the end of the student school year. (1 day)

Sick leave days are to be used for illness of the employee, doctor appointments of the employee, or care of an immediate family member who is ill. Use of sick days for other reasons is not permitted. Misuse of sick days is subject to 3 days suspension without pay. If a second violation occurs, the employee will be recommended for termination.

Sick leave shall accumulate to a maximum of sixty days. The driver shall receive \$30.00 per day of unused sick leave, paid annually, for any days above the 60-day maximum accumulation. Time away from work not related to illness, doctor's appointment, etc. will result in the loss of one day's pay. Excessive absenteeism may result in disciplinary action, including termination.

In all cases of separation from service, (voluntary or involuntary), except for retirement, an employee is not entitled to a payout for unused sick leave. On the employee's last scheduled work day before separation of employment, the employee will be compensated for all time actually worked that day, but will not be entitled to compensation if the employee uses a sick day. The last day a driver is physically present is considered his/her last day of employment and last day in pay status, unless on a board-approved leave of absence.

MEDICAL LEAVE OF ABSENCE

A bus driver must have been employed for at least one year to qualify for a medical leave. All leave of absence requests must be submitted to the Director Human Resources in the form of a letter of request, along with the completed medical leave form and physician's documentation supporting the request for leave. Leaves of absence may be granted for maternity, illness, or other reasons approved by the Superintendent under the following conditions:

- 1) The request must be made 60 days in advance. This may be waived by the Superintendent, depending on the situation.
- 2) The leave shall be for a period of not more than 12 weeks (60 working days). The 12 weeks cannot extend into the next school year.

- 3) There shall be no pay or benefits during the leave; if an employee has accumulated sick or personal leave days, the employee may substitute paid leave days for unpaid leave days.
- 4) The employee may continue in the Group Health Insurance Plan if he/she pays the total cost after accumulated leave days have been used.
- 5) The request is approved by the Superintendent.
- 6) If a driver cannot return to work at the end of the approved leave, it will be considered a resignation from employment.

SICK LEAVE BANK

The Board of School Trustees agrees to establish a sick leave bank for the benefit of those who voluntarily contribute up to one (1) sick leave day per year to the sick leave bank. The Administration will ask for the contribution by September 15th of each year. Only those drivers who make a sick day contribution shall, in the following school year, be eligible to participate in the sick leave bank.

The sick leave bank shall be administered by the Board of School Trustees on the following terms and conditions:

1. Any driver who has first exhausted all his/her annual and accumulated sick and personal leave days and who has been employed with the corporation for at least 12 months may make written application to the Director of Human Resources for up to 15 additional leave days, to be deducted from the sick leave bank. Such written requests will be entertained by the Director of Human Resources only in case of serious illness, major surgery or serious accident of the bus driver. In the event the driver is too ill or physically unable to make such written request on his/her own behalf, such request may be made by his/her designated representative. All such written requests to the Director of Human Resources for use of sick leave days from the sick leave bank shall be on the Application to Use the Bus Driver Sick Bank and must be supported by a physician's statement regarding the nature of illness or injury and a prognosis report for returning to work. Such medical statement must be on file in the office of the Superintendent before a grant of sick leave bank days may be authorized. The request cannot be retroactive.
2. The Director of Human Resources with the Superintendent shall grant or deny the request and give notification within five (5) working days to the driver or his/her designated representative. In the event the request is denied, the driver or his/her designated representative may, within three working days, make an appeal to a committee of three bus drivers appointed by the Director of Extended Services. The committee will examine the request and facts and determine if the request will be granted.
3. A driver may be granted use of sick leave days beginning the sixth consecutive day following the exhaustion of all sick and personal leave days. In no event may a driver use more than fifteen (15) sick leave bank days each school year or any 12-month period.

Once an employee uses the sick bank, he/she is only eligible for 5 days of sick bank during the next school year or 12-month period and 10 days of sick bank leave during the 2nd school year or 24-month period and then would have full eligibility the 3rd school year or 36 months following the use of sick bank. Each use of sick bank starts another cycle.

4. Eligible employees may request in writing from the Superintendent/Director of Human Resources additional sick leave bank days, if 15 days have not been exhausted, in full or half-day increments, to cover periodic therapies needed as a result of serious illness, major surgery, or serious accident. Such request must be supported by medical documentation including a stated number of therapeutic treatments anticipated.

5. If a bus driver begins the school year on an approved medical leave of absence, was a member of the sick bank the previous year and did not use the sick bank the previous year or within the last 12 months, he/she may request use of the sick leave bank without an additional donation to the sick leave bank at that time. When additional sick days are granted upon their return to work, they will be required to donate one (1) sick day to the sick bank.

PERSONAL DAY LEAVE

Personal days will be granted to an employee when he/she physically reports to work after the granting date OR if returning from a leave of absence, the employee must work 10 consecutive days before new personal days are granted.

- A. Two personal leave days will be granted annually. Annual days will be granted to an employee on the first student day of a school year, if a driver has successfully fulfilled his/her 90-day probationary period. Drivers under the 90-day probationary period will be granted personal leave upon successfully completing their 90-day probationary period. Drivers hired after the beginning of the start of school will be granted personal days that are prorated on the basis of semester. For the 2018-2019 school year, the term "semester" will be defined in the following manner:
 - Semester 1: August 6th, 2018, through December 19th, 2018 (2 days)
 - Semester 2: January 3rd, 2019, through the end of the student school year (1 day)
- B. A maximum of three (3) unused personal days will roll over to the next school year. All other unused personal days will roll over to accumulated sick leave up to the maximum allowed. Each bus driver may accumulate up to a maximum of 5 personal days. Bus Drivers are encouraged not to use personal leave days for the sole and exclusive purpose of extending a holiday or utilizing several consecutive days in lieu of not having vacation days. Bus drivers may not take more than three (3) personal leave days consecutively or take more than three (3) personal days within one work week unless approved by the Director of Extended Services and the Superintendent.
- C. The Administration has the right to deny Personal Leave if the day requested creates any hardship on the school corporation's schedule and/or workload. Personal leave days should not be taken before or after breaks or holidays to extend a break. Drivers are discouraged from taking personal leave days the first and last five days of the school year.
- D. Personal Day Leave requests must be submitted two work days prior to the leave.
- E. Drivers must exhaust all personal leave days before taking days off without pay.
- F. In all cases of separation from service (voluntary or involuntary) except retirement, an employee is not entitled to a payout for unused personal leave. On the employee's last scheduled work day before separation of employment, the employee will be compensated for all time actually worked that day, but will not be entitled to compensation if the employee uses a personal day. The last day an employee is physically present is considered the employee's last day of employment and/or pay status unless on a board-approved leave.

BEREAVEMENT LEAVE

1. Up to five working days (within 10 calendar days) of bereavement leave shall be granted to drivers for a death in their immediate family. Immediate family is defined as spouse, parent, step-parent, child, step-child, sister, brother, or parent-in-law, son-in-law, daughter-in-law, grandparent, and grandchild. One additional day may be taken when needed for the employee

to perform required legal obligations as the result of the death for which the above leave is granted.

2. If requested by an employee, one day of bereavement leave will be granted for death of brother-in-law, first cousin, sister-in-law, step-parent-in-law, grandparent-in-law, aunt, uncle, niece, nephew, or such relationship created by marriage. One additional day may be taken when needed for the employee to perform required legal obligations and/or travel (outside a distance of 300 miles roundtrip) as the result of the death for which the above leave is granted.
3. If an employee is within the 90-day probationary window and bereavement is requested for one of the above relationships, it may be granted without pay.

MILITARY LEAVE

Military leave will be granted in accordance to Indiana Code - Article 16 –Indiana Military Code and Article 17- Veterans' Affairs.

FAMILY MILITARY LEAVE

I.C. 22-2-13 provides for an unpaid leave of up to 10 working days per year for an employee whose spouse, child, biological grandchild, or sibling is called to active duty in the armed forces of the United States or the National Guard.

JURY DUTY LEAVE

Classified employees who are called for jury duty will be paid their regular salary less the amount they are paid for the service they are called to render. A copy of the amount paid should be submitted to the payroll clerk when received by the employee for services.

OTHER LEAVES

Leaves for any reason not listed above shall be determined on an individual basis as recommended by the Superintendent and approved by the Board of School Trustees.

RETIREMENT

There is no mandatory retirement age for bus drivers. However, the driver must be able to perform all functions of his/her job responsibility. Eligibility for retirement from Clay Community Schools is the same as eligibility for P.E.R.F. retirement. The employee must meet one of the following and retire from P.E.R.F. with full benefits to receive CCS retirement benefits:

- Rule of 85 - at least 55 years of age and service in a P.E.R.F.-covered position must add up to be 85
- 60 years of age with 15 years of service in a P.E.R.F.-covered position, or
- 65 years of age with 10 years of service in a P.E.R.F.-covered position.

To receive severance benefits, notice of retirement must be given in writing to the Superintendent on or before April 1 of the school year and will be effective on the last day of the school year; or, notice of retirement must be given on or before December 1 of the 1st semester and retirement will be effective on December 31st. Upon retirement, a driver retiring shall receive severance at the rate of:

| | |
|-------------|------------------|
| 10-15 years | \$25.00 per year |
| 16+ years | 30.00 per year |

The corporation agrees to pay \$30.00 per day for accumulated sick leave up to thirty days to eligible drivers at time of retirement, at age 55 or older and with at least ten years of service.

P.E.R.F.

The corporation will contribute the employer's share of P.E.R.F. effective January 1, 1990. No employee service experience prior to January 1, 1990 will be considered for P.E.R.F. contributions. Eligibility for P.E.R.F. is determined by the regulations from the P.E.R.F. office.

In addition to the employer's contribution, the school corporation will pay the employees' share in P.E.R.F., up to the 3% of the employee's gross earnings.

ANNUITY

Transportation employees may participate in the school corporation's 403(b) annuity plan.

SALARY SCHEDULE

See Appendix A for Daily Rate. This is the amount on the driver employment agreement.

Each driver issued an employment agreement will be compensated for the following:

1. Attending annual safety meetings
2. Annual bus inspection
3. Required meetings
4. In-service training sessions

Compensation is based on actual hours approved and turned in to the Payroll Clerk and will be paid at \$10.00 / hour to the nearest ¼ hour.

Changes in daily route rates will be paid in January and June.

All salary schedule changes become effective at the beginning of the school year. Calculations to show years of service will be based on the first school year the driver was assigned a regular route. If a bus driver resigns and is reemployed, years of service are based on the new hire date as a regular route driver.

SUBSTITUTE RATE

\$70.00 per Day or \$35.00 per Half Day

TRIP PAY

All school-sponsored trips will be billed at a 3-hour minimum (\$30.00 minimum per trip). Each additional hour or partial hour will be billed at \$10.00 per hour/partial hour. The driver will record his/her actual time worked on their Field Trip Report. Driver shall be paid the hourly wage rate for dead-heading on extra trips when a request is made to return to the corporation.

A driver cannot be paid for a personal day as well as being paid for taking a field trip for the same time.

MID-DAY ROUTE PAY

All mid-day routes will be paid at a 3-hour minimum (\$30.00 per route). Each additional hour or partial hour will be paid at \$10.00 per hour. The driver will record his/her actual time worked on their bi-weekly time card. Extenuating circumstances may be paid on an hourly basis as agreed upon by the Director of Extended Services or his/her designee and the driver.

REDUCTION OF ROUTES

Corporation seniority shall be considered, but not the sole deciding factor, when there is an elimination of bus routes. Assignments of drivers shall be made by the Director of Extended Services.

PHYSICAL EXAMINATIONS

The corporation agrees to pay for the required physical examinations of all regular and substitute bus drivers. A driver who has not driven for Clay Community Schools in the previous 365 days is not eligible to receive this benefit.

COMMERCIAL DRIVERS LICENSE

The school corporation agrees to pay all costs, in a one-time manner, related to the initial application fees for the Commercial Drivers' License (CDL) license after the driver has driven for Clay Community Schools 3 times.

DRUG TESTING

All drivers are required to submit to mandatory drug testing as per state and federal guidelines. Specific procedures will be outlined in the school corporation Policy Handbook. Any employee refusing to submit to the drug testing or who fails the test will be terminated from employment as per appropriate procedures.

DISCIPLINE

Progressive discipline shall be used whenever possible.

- A. A written warning should be given first. However, if in the opinion of the Superintendent, the continued presence of the employee on the premises will be detrimental to the best interest of the School Corporation, or the action is deemed significant enough, then the employee may be suspended without pay for 3 days or his/her employment may be terminated.
- B. 3 days of suspension without pay would be the second step of progressive discipline.
- C. Termination of employment is the third step of discipline.
- D. **Suspension without pay for attendance is considered part of progressive discipline. Attendance is based on a 1-year period, but any "Suspension without Pay" for attendance is considered a progressive discipline incident.**
- E. **Progressive Discipline will remain part of the employment work history.**

GUIDELINES FOR RADIO PLAY

BUS AM/FM RADIO: Bus drivers are allowed to determine if the radio will be turned on or not. Drivers may also use the radio as a reward for good behavior. The volume will be at a level that allows the riders to hear the radio comfortably without distracting school bus driver. School bus drivers are responsible for the AM/FM radio. They should switch the station or turn the radio off if the program content, commercials, and/or lyrics of the songs played contain sexually explicit material, foul language, references to drugs or violence, or the content is controversial and not appropriate for the students on the bus. Transportation may honor requests not to play the radio on particular routes.

ELECTRONIC DEVICES:

1. Students who allow any and all electronic devices to become a distraction or disruption on the school bus will be asked to put the item away. Failure to do so may result in the item being confiscated. Parents will then be required to pick up the item at the school.

2. All electronic devices must have headphones or be placed on mute when in use. External noise from any device is not allowed on the school bus.
3. All electronic devices (headphones) must be kept at an acceptable volume level. If the driver requests the device to be turned down, please follow the directive. Students must be able to hear instructions from the driver at all times.
4. The use of any electronic device is a privilege. Students may lose this privilege if they fail to follow safety instructions from the driver.
5. Photographs, video recordings, audio recordings, or any other type of camera usage by students are strictly prohibited.

DUTY TO REPORT ARREST

It is the duty of the employee to report any arrest made while employed by Clay Community Schools. If an employee is charged with one of the offenses listed in Indiana Code IC-20-26-2 5-11, the employee will be placed on Administrative Leave without pay until the employee is cleared of the charge, or if the employee is found guilty of the charge, the employee will be dismissed from employment with Clay Community Schools. This is done for the protection of our students.

- (1) Murder (IC 35-42-1-1).
- (2) Causing suicide (IC 35-42-1-2).
- (3) Assisting suicide (IC 35-42-1-2.5).
- (4) Voluntary manslaughter (IC 35-42-1-3).
- (5) Reckless homicide (IC 35-42-1-5).
- (6) Battery (IC 35-42-2-1) unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
- (7) Aggravated battery (IC 35-42-2-1.5).
- (8) Kidnapping (IC 35-42-3-2).
- (9) Criminal confinement (IC 35-42-3-3).
- (10) A sex offense under IC 35-42-4.
- (11) Carjacking (IC 35-42-5-2).
- (12) Arson (IC 35-43-1-1), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
- (13) Incest (IC 35-46-1-3).
- (14) Neglect of a dependent as a Class B felony (for a crime committed before July 1, 2014) or a Level 1 felony or Level 3 felony (for a crime committed after June 30, 2014) (IC 35-46-1-4(b)(2)), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
- (15) Child selling (IC 35-46-1-4(d)).
- (16) Contributing to the delinquency of a minor (IC 35-46-1-8), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
- (17) An offense involving a weapon under IC 35-47 or IC 35-47.5, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
- (18) An offense relating to controlled substances under IC 35-48-4, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
- (19) An offense relating to material or a performance that is harmful to minors or obscene under IC 35-49-3, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
- (20) An offense relating to operating a motor vehicle while intoxicated under IC 9-30-5, unless five (5) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
- (21) An offense that is substantially equivalent to any of the offenses listed in this subsection in which the judgment of conviction was entered under the law of any other jurisdiction.

SCHOOL CORPORATION POLICIES

Clay Community Schools Policy Handbook is available online as well as a copy is available in each school office. If an employee has a question regarding corporation policies or procedures, he/she should ask his/her principal or supervisor to seek direction.

All Drivers should also be aware of the following School Corporation policies:

8310 - PHILOSOPHY AND PURPOSE

The Board of School Trustees will operate a school transportation program for the purpose of transporting children to and from school under terms and conditions set forth in the Indiana Code and the Board of School Trustees.

8320 - BUS OWNERSHIP

The Board of School Trustees shall determine the method of ownership and operation which it deems most efficient and practical. All buses shall be owned by Clay Community Schools and operated only by its employees.

8330 - HAZARDOUS DRIVING - CLOSING SCHOOLS

Hazardous driving conditions, particularly during the winter months, may prohibit the operation of buses. Drivers are instructed to be in direct communication with the Director of Extended Services when conditions exist that may impair the safe operation of the buses. The final decision for the operating of buses rests with the Superintendent. When a decision is made not to operate the buses, the Superintendent will contact appropriate radio and TV stations. It will be the responsibility of each driver to listen for such announcements.

8335 - SPECIAL USE OF SCHOOL BUSES

The Board of School Trustees recognizes that in case of an emergency, it may be desirable to provide transportation services to those in need; therefore, the Board agrees to allow the use of school corporation owned buses to be used in emergency situations upon the request of the proper civil authorities. The Board recognizes that the statutes allow other uses of school buses for special purposes; therefore, the Board authorizes the Director of Extended Services to provide services within the limitations of the statutes as necessary without interfering with the operation of the schools.

8340 - DRIVER REPORTS

Each driver shall file with the Director of Extended Services all reports required by the State Superintendent of Education, Director of Extended Services, or the Board of School Trustees.

8350 - STUDENT SAFETY AND DISCIPLINE

Pupils transported to school in school buses shall be subject to the rules for pupils as determined by the Superintendent. Each principal and school bus driver shall be responsible for discipline on the school bus, just as the teacher is in the classroom. Problems of discipline should be discussed early with the school principal where the child attends. If a child faces the loss of riding privileges, the parent should first be given notice by the principal or his/her designee, except in cases of flagrant violations such as using profane language, fighting, or damaging school property. In such cases, the driver may suspend the student for one (1) full day and notify the principal of his action. In any case, after a one (1) full day notice has been given the parent, the student may be denied transportation for a period of time as determined by the principal or his/her designee after consultation with the bus driver.

However, a pupil passenger may not be put off the bus at other than his/her school or regular debarking station.

8360 - FIELD TRIP TRANSPORTATION

School transportation vehicles may be used, other than for the assigned route, in accordance with Indiana Code, relating to the use of school buses and rules and regulations established by the Board of School Trustees. In all cases, the use of a school bus will depend on: the availability of a qualified driver approved by school authorities; a bus not in service on an assigned route at the time; and, the supply of fuel.

The following procedures shall be followed:

- I. Buses may be provided, upon recommendation of the building principal or his/her designee and with the approval of the Director of Extended Services and the Superintendent or designee, for trips directly related to the established curriculum. Principals must follow procedures outlined by the Superintendent in arranging for the use of a bus or buses.
- II. When buses are provided for trips involving extra-curricular activities, expenses incurred on these trips will be paid as per procedure established by the Superintendent. The expenses include the established pay rate for drivers and the cost of fuel.
- III. Buses may be provided for school sponsored activities outside those normally associated with the school program under the following regulations.
 - A. All participants must be students of Clay Community Schools.
 - B. Whenever possible, a minimum of twenty-five (25) students, who are active team or organization members, should be organized for each trip.
 - C. All expenses will be paid by the organization involved in the trip.
- IV. When a trip is approved, the following regulations will be in effect regarding time and distance:
 - A. The trip may be within or outside the school corporation.
 - B. The trip may extend beyond the length of the school day provided it does not conflict with a regularly scheduled route.
- V. The principal or sponsor shall be responsible for assigning adequate adult supervision to each bus. One of these adults must be the activity sponsor or other school employee.
- VI. School buses may be used during any local, state, or national emergency when requested by a governmental authority and approved by the Superintendent.
- VII. School buses may also be provided for other unusual or emergency situations when approved by the Superintendent.
- VIII. Whenever possible, requests for buses should be filed with the Director of Extended Services ten (10) days in advance of the requested trip.

8400 - EMERGENCY PREPAREDNESS

The Board of School Trustees recognizes that its responsibility for the safety of students extends to possible natural and man-made disasters and that such emergencies are best met by planning and preparedness. The Board authorizes a system of emergency preparedness which shall insure that:

- The health and safety of students and staffs are safeguarded.
- The time necessary for instructional purposes is not unduly diverted.
- Minimum disruption to the educational program occurs.
- Students are helped to learn self-reliance and trained to respond sensibly to emergency situations.

All threats to the safety of the school district's facilities shall be identified by appropriate personnel and responded to promptly in accordance with the plan for emergency response.

The superintendent and/or his designee shall develop a plan for the handling of emergencies, which includes a plan for prompt and safe evacuation of the schools, if necessary.

Acknowledgement of Receipt and Reading of the Bus Drivers' Handbook

I have received and been directed to read and review the *HANDBOOK FOR SCHOOL BUS DRIVERS OF CLAY COMMUNITY SCHOOLS*. This handbook outlines my responsibilities as an employee and the responsibilities of the School Corporation.

I understand that I am responsible for the information contained in the handbook. If I have any questions, I should contact the Director of Extended Services or Director of Human Resources. I understand that the handbook is not an employment contract, but does provide the organizational employment procedures by which I am governed.

I understand that Clay Community Schools uses progressive discipline when policies and procedures of the corporation are violated, unless, in the opinion of the Superintendent, the continued presence of the employee on the premises will be detrimental to the best interest of the School Corporation. If so, employment may be terminated immediately upon notice.

I agree to comply with the guidelines and procedures of Clay Community Schools.

I understand that my employment with the School Corporation is on an "at will basis" and that I am not entitled to any form of job tenure.

Please return this signature page to the office of the Supervisor of Transportation.

Employee Printed Name

Signature of Employee

Date

Clay Community Schools
Pay Deduction Leave Request Form –Bus Driver

Attendance Policy:

Employees are given “Leave Days” as designated in the Handbook. Any days not worked shall be accounted for **appropriately** as sick day, personal leave, or bereavement leave. If an employee is to be absent due to an extended illness (5 or more days), he/she must fill out a Medical Leave or Family Medical Leave form. Days not worked and not covered by a designated leave day will be accounted for by **pay deduction**, either excused, which includes employees own illness not covered by a sick day and must have a doctor’s slip; family illness not covered by a sick day and requires a doctor’s slip; or a bereavement (as defined in the handbook) not covered by Leave Day. These should be arranged and approved by supervisor at least 3 days in advance, if possible or non-excused. Any request other than the three listed below **MUST** be approved by the Director of Extended Services.

Discipline **for pay deduction days that are non-excused** will be determined by the number of pay deduction days received from July 1 – June 30 in a one year period.

| | |
|--|----------------------------------|
| 1 st day or 1 incident of pay deduction | Written warning from supervisor |
| 2 nd day or incident of pay deduction | Suspension of 3 days without pay |
| 3 rd day or incident of pay deduction | Termination of employment |

Each individual day or partial day of pay deduction is considered an incident. If more than 1 day is taken, 1-2 consecutive days, will be considered the 1st incident and would be a written warning, 3-5 consecutive days would be considered a 1st and 2nd incident (and would thus be a 3 day suspension), and more than 5 days or more would be a termination.

*If an employee does not report to work for 3 or more consecutive days without notifying his/her supervisor in advance, the absence will be considered a resignation.

Name of Employee requesting Pay Deduction Leave: _____
(Please Print)

Date you are submitting request: ____ / ____ / ____

Date(s) of requested Leave: _____

Reason for Leave request:

- ____ Own illness not covered by Sick Day (Doctor Slip required)
- ____ Family Illness not covered by Sick Day (Doctor Slip required)
- ____ Bereavement (as defined in the handbook) not covered by Leave Day

Supervisor’s Signature: _____ Date ____ / ____ / ____

____ Other (requires signature and approval by Director of Extended Services):

- _____ Request is approved (excused)
- _____ Request is denied (If taken it will be non-excused) This **serves as a written warning.**

Director of Extended Services: _____ Date ____ / ____ / ____

Comments:

Progressive Discipline

NAME: _____ DATE of NOTIFICATION: _____

JOB TITLE: _____ BUILDING: _____

SUPERVISOR: _____ EVALUATOR: _____

This notice is being given because of a violation of The Clay Community School's Handbook, Policy Manual, Procedures or Practices. This is:

- _____ 1st incident or violation, written warning
- _____ 2nd incident or violation, 3 day suspension without pay
- _____ 3rd incident, recommendation for termination
- _____ It is determined that the action of this employee is such that the employee is recommended for immediate termination

Please List Incident, including date, time and details.

Progressive Discipline Action:

_____ Written Warning: _____

_____ 3 days suspension without pay: (Dates) _____

_____ Recommendation for Termination: _____

EMPLOYEE ACKNOWLEDGEMENT: The employee's signature indicates they have seen, reviewed and received a copy of this form.

Employee Signature: _____ Date: _____

_____ Date: _____

(PLEASE PRINT EVALUATORS NAME)

EVALUATORS SIGNATURE

Employee Comments:

Application to Use the Bus Driver Sick Bank

DATE: _____

To: Director of Human Resources

I, _____ (please print name), am currently a bus driver for Clay Community Schools. I have been employed by the school corporation for at least 12 months and I am currently a member of the Bus Driver Sick Bank.

Please accept this application for use of the Bus Driver Sick Bank. I understand that I must first exhaust all of my accumulated sick and personal days, and may be eligible for up to 15 days of sick bank leave after 5 consecutive unpaid days of leave due to my own serious illness, major surgery or serious accident.

I have applied to the corporation for a Medical Leave and have given the appropriate documentation to the Director of Human Resources to support this request.

Bus Driver Signature

Please Print Bus Driver name

For Central Office Use Only:

Employee is eligible for Classified Sick Bank.

Verified by: _____
Director of Human Resources

Date:

- Employee is approved for up to 15 days of sick bank leave.
- Employee has used sick bank before and is eligible for _____ sick bank days at this time.
- Application for use of Sick bank is denied. (See comments below)

Date:

Director of Human Resources

Comments: