



A HANDBOOK FOR SCHOOL BUS DRIVERS OF CLAY COMMUNITY SCHOOLS

Effective

July 1, 2022

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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) with P&S endorsements 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 Transportation Supervisor and changed only at his/her direction. Any time a route is changed, the Director of Extended Services 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 the following board policies: 1615 – Use of Tobacco by Administrators; 3215 – Use of Tobacco by Professional Staff; 4215 – Use of Tobacco by Support Staff; 5512 – Use of Tobacco; and 7434 – Use of Tobacco by Visitors.

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 Transportation Supervisor or 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 \$200.00 bonus, maximum \$400.00/year.

36. Referral and Retention Bonus/Incentive. If a current bus driver refers a friend or colleague that is hired as a bus driver, said bus driver and new driver will receive a one-time stipend of \$1,000.00 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 Specialist 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 specialist 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 2020-2021 school year, the term "quarters" will be defined in the following manner:

- Quarter 1: August 9th, 2022, through October 7th, 2022 (4 days)
- Quarter 2: October 10th, 2022, through December 21st, 2022 (3 days)
- Quarter 3: January 4th, 2023, through March 10th, 2023 (2 days)
- Quarter 4: March 13th, 2023 through May 23rd, 2023. (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 shall 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 2020-2021 school year, the term "semester" will be defined in the following manner:
 - Semester 1: August 9th, 2021, through December 21st, 2021 (2 days)
 - Semester 2: January 4th, 2022 through May 23rd, 2022 (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 should not 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 sixty 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 \$11.97/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

\$95.00 per Day or \$47.50 per Half Day

TRIP PAY

All school-sponsored trips will be billed at a 3-hour minimum. Each additional hour or partial hour will be billed at \$11.97 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. Each additional hour or partial hour will be paid at \$11.97 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

Bylaws and Policies of the Clay Community Schools School Board is available online at www.clay.k12.in.us, under the "School Board" link. 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:

8220 - SCHOOL DAY

The School Board authorizes the school day to be arranged and scheduled by the administration. It is to offer the maximum education for the time spent within the limitations of school facilities and the laws and regulations of the State.

The Superintendent may close the schools, delay the opening of school, or dismiss school early when such alteration in the regular session is required for the protection of the health and safety of students and staff members. S/He shall prepare administrative guidelines for the proper and timely notification of concerned persons in the event of any emergency closing of the schools.

The Superintendent shall have the authority to determine which school-related activities may be conducted if the schools are closed for a period of time. S/He shall prepare appropriate guidelines for communication to students, parents, and others regarding the scheduling and the conduct of such activities.

For Clay Community Schools:

If school is canceled for the safety of the students because of inclement weather, i.e. hazardous road conditions, then all school activities including practices, scheduled contests, and any other activity shall also be canceled. If the school cancellation extends beyond one day, the Building Principal shall have the discretion to decide if practices, scheduled contests, and other activities will be allowed provided that no student is required to participate in such activities. Furthermore, there will be no penalty for any student who does not participate on a day school is canceled.

In addition to the above, if school is canceled for a Friday, then activities scheduled for Saturday may be conducted at the discretion of the Building Principal.

If school is dismissed early for the safety of the students because of inclement weather, i.e. hazardous road conditions, then all school activities are also canceled including practices, contests, and other activities.

Students may participate in activities at other locations if they are already present when the inclement weather hits. Furthermore, if an activity is planned by other organizations, under no control of our school corporation, our students' participation will be reviewed by the Building Principal to determine if attendance and participation is acceptable.

For Clay Community Schools Transportation Department:

Hazardous driving conditions, particularly during the winter months, may prohibit the operation of buses. Drivers are instructed to be in direct communication with the Transportation Supervisor 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 or his/her designee. When a decision is made not to operate the buses, the Superintendent or his/her designee will contact appropriate radio and TV stations and the Director of Extended Services. The Director of Extended Services will contact squad leaders who will, in turn, notify drivers. It will be the responsibility of each driver to listen for such announcements.

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8420 - EMERGENCY PREPAREDNESS PLANS AND DRILLS

The School Board recognizes that its responsibility for the safety of students extends to possible natural and man-made disasters and such emergencies are best met by preparedness and planning.

The Lead Corporation School Safety Specialist shall ensure that a written emergency preparedness plan is developed for the School Corporation and each school in the Corporation in consultation with local public safety agencies. The plan shall contain the following:

- A. appropriate warning systems
- B. procedures for notifying other agencies and organizations
- C. posting of evacuation routes
- D. emergency preparedness instruction for staff and students
- E. public information procedures
- F. steps that will be taken prior to a decision to evacuate buildings or dismiss classes, and
- G. provisions to protect the safety and well-being of staff, students and the public in case of:
 - 1. fire;
 - 2. natural disaster, such as tornado, flood or earthquake;
 - 3. adverse weather conditions, such as winter storms or extreme heat;
 - 4. nuclear contamination, such as power plant or transport vehicle spills;
 - 5. exposure to chemicals, such as pesticides, industrial spills and contaminants, laboratory chemicals and cleaning agents; and
 - 6. man-made occurrences, such as student disturbance, weapon, weapon of mass destruction, contamination of water or air supply, hostage, and kidnapping incidents

Within sixty (60) days after the beginning of each school year, the Superintendent shall certify to the Indiana Department of Education that the emergency preparedness plans for the Corporation and each school have been reviewed and revised, if necessary. Within sixty (60) days of opening a new or significantly remodeled school, the Superintendent shall certify to the Indiana Department of Education that a new plan has been developed or that the existing plan has been reviewed and revised, if necessary.

In order to prepare students and staff for emergency situations, the Board requires the principal of each school in the Corporation to conduct emergency preparedness drills during the school year in compliance with the rules adopted by the State Board of Education, the State Fire Marshal and the Fire Prevention and Building Safety Commission, as applicable. Each school and attendance center will conduct at least one (1) tornado and one (1) man-made occurrence disaster drill per semester.

The Corporation shall conduct four (4) active shooter drills during each school year, at least one (1) of which must be conducted within ninety (90) calendar days after the beginning of the school year.

These drills may be conducted instead of the monthly fire evacuation drill required by the State Fire Marshal; provided, however, that tornado and man-made occurrence drills conducted in place of a monthly fire drill may not be conducted in two (2) consecutive months and may not be conducted more than twice in a semester.

Each Principal shall file a certified statement that all required drills have been conducted.

The Superintendent or designee shall ensure that each Principal complies with the requirement to file a certified statement that all required drills have been conducted.

All threats to the safety of Corporation facilities shall be identified by appropriate personnel and responded to promptly in accordance with the plan for emergency preparedness.

The Lead Corporation School Safety Specialist shall develop procedures for the handling of emergencies which include a plan for the prompt and safe evacuation of the schools.

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8600 - TRANSPORTATION

It is the policy of the School Board to provide transportation for students when the distance between their home and school makes the service advisable. This policy and any administrative guideline implementing it shall be implemented in compliance with Federal and State law, regulations of the Indiana State Board of Education and the State School Bus Committee.

For Clay Community Schools, all students residing in a designated school district and outside of a one-half mile radius from their school will be provided bus transportation from a designated pickup point, as determined by the Director of Extended Services. The regular buses shall not pick students up on private roads or lanes. In cities and towns with more than one street, the bus will only run every other street, and the students will be picked up at designated corners. The students must be waiting at their boarding station when the school bus arrives. Students living within the one-half mile radius from the school will not be provided bus transportation with certain defined exceptions approved by the Board of School Trustees. Students at sitters will be entitled to transportation within that school boundary, provided the residence is located outside the one-half mile radius of the school they attend. Buses shall not pick up students outside their respective school boundary district. If a student has received a proper transfer to another school boundary district, they will be required to provide their own transportation to one of the regular pickup points within the district to which they are transferred.

When riding Clay Community Schools buses, the behavior expected of students will be the same type of behavior that is expected in a normal classroom situation.

Safety demands that bus conditions allow the bus driver to hear whistles and sirens while remaining alert to other emergency situations; therefore, rules and regulations, as approved by the Clay Community Schools superintendent, will be in effect.

Each September, the School Corporation must review the Corporation's school bus routes and school bus safety policies to improve the safety of students and adults.

School buses shall be purchased, housed, and maintained by the Board for the transportation of students between their home areas and the schools of the Corporation to which they are assigned. All use of tobacco, including smoking is prohibited on a school bus. A school bus is a motor vehicle that is designed and constructed for the accommodation of at least ten (10) passengers and used for the transportation of school children to and from school, school athletic games or contests, and other school functions. The term school bus does not include a privately-owned automobile with a capacity of not more than five (5) passengers that is used for the purpose of transporting school children to and from school.

A special purpose bus is any motor vehicle designed and constructed for the accommodation of more than ten (10) passengers that meets the Federal school bus safety standards, except the requirement for stop arms and flashing lights, and that is used by the Board for transportation purposes not appropriate for school buses. A special purpose bus is not required to be constructed, equipped, or painted as specified for regular school buses.

A special purpose bus may not be used to provide transportation of school children between their residence and school (except for persons enrolled in a special program, i.e., for the habilitation or rehabilitation of students with developmental disabilities, orthopedic impairments, or multiple disabilities between their residence and the school).

A special purpose bus may be used for transportation of students from one school to another school.

A special purpose bus may be used to transport students and their supervisors, including coaches, managers, and sponsors to athletic, other extracurricular school activities, and field trips.

A special purpose bus may be used to transport homeless or foster students. If more than seven (7) students are being transported to schools in the same school corporation, a school bus or a special purpose bus must be used. If seven (7) or fewer students are being transported to schools in the same school corporation, a special purpose bus or an "appropriate vehicle" may be used to transport the students. The driver must meet the qualifications for the driver of a school bus or special purpose bus set forth in State statute, as applicable, if a school bus or special purpose bus is used.

An "appropriate vehicle" is defined as a vehicle that:

- A. is owned by the Corporation or contracted for by the Corporation and
- B. has a seating capacity of not more than eight (8) passengers including the driver. The term appropriate vehicle includes a car, truck, sport utility vehicle, or minivan.

A special purpose bus may be used to transport students for career and technical education programs. If more than seven (7) students are being transported to or from a career and technical education program, a school bus or a special purpose bus must be used. If seven (7) or fewer students are being transported to or from a career and technical education course an appropriate vehicle may be used to transport the students. The driver of the vehicle used to transport students to or from technical education programs must meet the qualifications for a driver of a school bus or special purpose bus set forth in State statute, as applicable, if a school bus or special purpose bus is used. A special purpose bus may be used to transport students from school to school or to/from school and a career and technical education program but may not be used to transport students between their residence and a career and technical education program.

An appropriate vehicle is defined as a vehicle that:

- A. is owned by the Corporation or contracted for by the Corporation; and
- B. has a seating capacity of not more than eight (8) passengers including the driver.

The term appropriate vehicle includes a car, truck, sport utility vehicle, or minivan.

If the special purpose bus has a capacity of less than sixteen (16) passengers, the operator must hold a valid operator's, chauffeur's, commercial driver's, or public passenger chauffeur's license. If the special purpose bus has a capacity of more than fifteen (15) passengers or is used to provide transportation:

- A. between an individual's residence and the school for an individual enrolled in a special program for the habilitation or rehabilitation of persons with a developmental or physical disability, and, if applicable, the individual's sibling;
- B. between an individual's residence and the preschool facility site for preschool children who attend preschool offered by the Corporation; or
- C. between an individual's residence and the program for persons with a developmental disability for persons with a developmental disability;
- D. the operator must meet the requirements of a regular school bus driver.

Transportation of eligible vocational or special education children between their home areas and schools outside the Corporation shall be arranged through the use of Corporation-owned vehicles, through cooperation with other corporations, through commercial carriers, and/or by other means in the most efficient and economical manner.

The Board shall provide transportation to non-public school students with legal settlement in the Corporation when seats are available on a bus on an existing route. This transportation shall be provided without charge when the Board does not incur additional expense, and shall be to and from the students' non-public school or the point on an established bus route that is nearest or most easily accessible to the non-public school.

Vehicle routes shall be established so that an authorized vehicle stop is available within reasonable walking distance of the home of a student entitled to transportation services.

The Board authorizes the installation and use of video recording devices in the school buses to assist the drivers in providing for the safety and well-being of the students while on a bus.

If the vehicle is equipped with safety belts that meet the standards stated in Federal Motor Vehicle Safety Standard Number 208 (49 CFR 571.208) and are standard equipment installed by the manufacturer, then each occupant shall have a safety belt properly fastened around his/her body at all times when the vehicle is in forward motion, as required by State statute.

If a school bus driver must load or unload an elementary school student at a location that requires the student to cross a roadway that is a U.S. route or state route, the Superintendent shall present the school bus route to the Board for approval.

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I.C. 16-41-37-2.3, 16-41-37-4 ("school bus" defined, smoking prohibited)

I.C. 9-13-2-161 ("school bus" defined)

I.C. 9-19-10-2 (use of safety belt by motor vehicle occupants)

I.C. 9-21-12 (school bus operation)

I.C. 20-26-5-4(a)(5) (purchase of buses) and (8) (employ drivers)

I.C. 20-27-3 (State School Bus Committee)

I.C. 20-27-9 (use of school buses)

I.C. 20-27-11-1
I.C. 20-27-10-0.5
I.C. 20-27-12-0.1
I.C. 20-27-12-0.3
I.C. 20-27-12-5

Hoagland v. Franklin Township Community School Corporation, No. 49S02 1410 PL 643, 27 N.E.3d 737 (Ind. 2015) (school corporation may discontinue transportation services for students) Archdiocese of Indpls. v. MSD of Lawrence Twp., 945 N.E.2d 757 (Ind. App. 2011); Frame v. South Bend Schools, 480 N.E.2d 261 (Ind. App. 1985) (transporting non-public school students)

8640 - TRANSPORTATION FOR FIELD AND OTHER CORPORATION-SPONSORED TRIPS

It shall be the policy of the School Board to use regular or special-purpose school vehicles for transportation on field and other Corporation-sponsored trips.

The transportation for all field and other Corporation-sponsored trips is to be by vehicles owned or approved by the Corporation and driven by approved drivers. Exceptions must have the approval of the Superintendent.

The Corporation shall assume transportation costs for a certain number of approved field trips as specified in the Superintendent's administrative guidelines.

It will also assume the transportation costs for all other trips including co-curricular, athletic, and other extra-curricular trips.

It will assume the vehicle cost for all other trips including co-curricular, athletic, and other extra-curricular trips, but the cost of the driver shall be paid by the sponsoring organization.

It will provide for the vehicles for all other trips including co-curricular, athletic, and other extra-curricular trips, but a mileage charge will be assessed to cover the cost of the driver and fuel. This charge is to be paid by the sponsoring organization.

Transportation may be limited by the availability of vehicles, drivers, and scheduling and will not be available when needed for general school purposes.

All field trips shall be supervised by members of the staff. All other Corporation-sponsored trips shall be supervised by either staff members or adults from the sponsoring organization. Any time students are on the vehicle, at least one (1) sponsor, chaperone, or staff member is expected to ride in the vehicle as well as to supervise students upon return to the Corporation and while they are waiting for rides home.

All students are expected to ride the approved vehicle to and from each activity. A special request must be made to the staff member or sponsor by the parent, in writing or in person, to allow an exception.

Corporation students not affiliated with the trip activity, noncorporation students, and/or children of preschool age shall not be permitted to ride on the trip vehicle.

No student is allowed to drive on any trip. An exception may be made by the Principal on an individual basis provided the student has written parental permission.

The Superintendent shall prepare administrative guidelines to ensure that all transportation is in compliance with Board policy on use of Corporation vehicles and/or use of private vehicles.

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I.C. 20-27-9-1 et seq., 20-27-9-6

8651 – NON-SCHOOL USE OF CORPORATION VEHICLES

The School Board will permit school vehicles, owned or leased by this Corporation, to be used to transport individuals or groups in accordance with law.

Such transportation shall be limited to those hours and days when vehicles are not required for the transportation of students. The Board reserves the right to refuse or cancel any non-school transportation in the interest of the educational program or the efficient operation of the Corporation.

Vehicles must be operated by the holder of a valid bus driver's license who is an employee of this Corporation or someone approved by the Board. The cost of non-school transportation shall be based on administrative guidelines established by the Superintendent.

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I.C. 20-27-9-6

DRIVER PAY FOR 2022-2023

A. Base Pay per Day

<u>Years</u>	<u>Amount</u>
0 – 4	\$100.00
5 – 9	\$100.60
10 – 14	\$101.25
15 – 19	\$101.95
20 – 24	\$102.70
24 – 29	\$103.50
30+	\$104.35

B. Route Allowance

<u>Route Miles</u>	<u>Supplemental Pay</u>
0 – 40 miles	\$10.00
41 – 60 miles	\$13.72
61 – 80 miles	\$18.28
81 – 100 miles	\$22.87
101 – 120 miles	\$27.45
121 – 140 miles	\$32.02
141 – 160 miles	\$36.59
161+	\$41.15

C. Contracted Daily Rate Will Equal A + B

Pay for the Electric Hook Up \$35.00 paid in January for November – December
 \$35.00 paid in April for January – March

Bus Washes \$90.00 paid in December for 1st Semester
 \$90.00 paid in June for 2nd Semester

Field Trips (minimum of 3 hours) \$11.97/hour

Pay for the Meeting/Training/Inspection Time will be paid as actual hours worked on an Extra Earnings Timesheet kept in the Transportation Office.

	<u>Estimated Hours @ \$11.97/hr.</u>
Summer Safety Meeting	3.5 hours \$41.90
Evacuation Drills	1.5 hours \$17.96
New School Year Meeting	2 hours \$23.94
Preparing for Summer Inspection (up to 10 hours)	10 hours \$119.70
Beginning of School Meetings by School	1 hour \$11.97
Update of Students and Maps	2 hours \$23.94
Wait Time for Bus Maintenance (up to 2 hours)	2 hours \$23.94
Preparation for Winter Inspection (up to 2 hours)	2 hours \$23.94
Random Drug Testing During School Year (actual time up to 3 hours)	3 hours \$35.91
	27 hours \$323.19

APPENDIX A
Approved 10/13/2022

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.

1st day or 1 incident of pay deduction

Written warning from supervisor

2nd day or incident of pay deduction

Suspension of 3 days without pay

3rd 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:

Clay Community Schools

Request for Gravel Reimbursement Form

**** Request must be approved prior to any work being performed ****

Name of Driver _____

Address where reimbursement is being requested _____

Is this the address where the corporation owned bus is regularly parked? _____

Are you the owner of this property? _____

MAXIMUM amount being requested (up to \$200.00) _____

Signature of Driver

Date

Transportation Office Use

Does Driver meet preliminary requirements for reimbursement? _____

Date of site evaluation of property? _____

Conditions of area where bus is parked: _____

Request for reimbursement is: APPROVED DENIED \$ _____
Amount

Director of Extended Services

Date

- *Employees may request reimbursement annually, if necessary.*
- *Approval of reimbursement in one year does not guarantee reimbursement in future years*
- *Receipts and approval form must be submitted to the Business Office in order to obtain reimbursement*

APPENDIX E

Clay Community Schools



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:

APPENDIX F

CLAY COMMUNITY SCHOOLS

REQUEST FOR PUBLIC HEALTH EMERGENCY LEAVE

Pursuant to federal law, employees are entitled to up to a total of twelve-weeks of partially paid leave for certain COVID-19 related absences occurring between April 1 and December 31, 2020. This Public Health Emergency Leave is Family Medical Leave Act (FMLA) leave and all School policies and procedures pertaining to FMLA leave shall apply, except as otherwise provided by applicable law.

Name: _____

Job Title: _____ Building: _____

Date(s) of Leave: _____

I am requesting intermittent leave as described: _____ I understand that the School is not obligated to approve any request for intermittent leave and may require me to take continuous leave.

I am caring for my child because my child's school or daycare is closed, or my regular child-care provider is unavailable due to Coronavirus. By selecting this reason, I am certifying that no other suitable person is available to care for my child during the period of requested leave.

Name of child(ren): _____

Name of school/daycare/care provider: _____

If child is over age 14, describe any special circumstances that exist that require you to provide care: _____

Other information or comment: _____

I have previously used ____ hours of Emergency Paid Sick Leave (Include any hours used with any previous or other employer).

I have previously used ____ days/weeks of Public Health Emergency Leave.

_____ I have taken another FMLA leave within the last 12 months.

Dates: _____

I certify that I am unable to work because of the reasons selected above.

Signed:_____

Date:_____

Email:_____

Telephone:_____

FOR OFFICE USE ONLY:

_____ Approved By:_____ Date:_____
Employee notified on (date):_____
Date(s) of leave:_____
If intermittent, describe approved schedule:_____

_____ Denied By:_____ Date:_____
Employee notified on (date):_____
Reason:_____

TITLE IX

Clay Community Schools does not discriminate on the basis of sex (including sexual orientation or gender identity) in its education programs or activities. Clay Community Schools is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment. Any person may report sex discrimination, including Sexual Harassment in person, by mail, by telephone, or by electronic email, using the Title IX Coordinator's(s') contact information listed, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. Reports may be made at any time (including during non-business hours), by using the telephone number(s). Please reference **Policy 2266**.

Clay Community Schools
1013 S Forest Ave
Brazil, IN 47834
PH: 812-443-4461

Title IX Coordinators:
Dr. Timothy Rayle raylet@clay.k12.in.us
Mrs. Bethany Jones jonesbe@clay.k12.in.us