FOOD SERVICE HANDBOOK

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION

Adopted December 7, 2020

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I. SCOPE OF HANDBOOK

This Handbook shall pertain to employees of the West Lafayette School Corporation who are classified as Food Service employees and are employed to work three (3) hours or more per day.

II. NEW EMPLOYEE

Probationary Period

All new employees will serve a probationary period of thirty (30) workdays. No later than two days prior to the completion of the probationary period the employee shall receive a written evaluation concerning the employee's work performance to date. This evaluation shall be used to determine if the employee will be employed on a regular basis, terminated, or have the probationary period extended. The probationary period may be extended only one time for a period not to exceed thirty (30) workdays. During the extension, the employee shall be evaluated at least twice to determine job performance abilities. At the end of the extended probationary period, the employee shall be employed on a regular basis or terminated.

During the probationary period:

- 1. New employees shall be placed as appropriately as possible on the salary schedule. Previous experience will be considered, but is not the sole criteria for salary placement.
- 2. The official employment date of the employee shall be the first day of full-time regularly scheduled work on the school corporation payroll report.
- 3. Sick days and bereavement days shall not be compensated.
- 4. Requests for FMLA, family illness leave, personal business leave, and leave without pay shall not be granted.
- 5. Holiday pay shall be granted if the employee worked and was compensated for the regularly scheduled day prior to and the regularly scheduled day following the holiday.
- 6. If eligible for insurance benefits, coverage will begin the 1st of the month following the first full month worked.

Upon satisfactory completion of the probationary period, sick days, family illness leave and personal business leave shall be pro-rated for the remainder of the year.

III. WORKING CONDITIONS

Responsibilities & Duties

The employee shall be responsible to the Kitchen Manager or the Food Service Director. Any question in this area should be directed to the Facilities Director.

Emergency Closing/Delay

Classes Delayed System-Wide

When weather conditions are such that student classes are delayed, the employee is expected to report for duty as usual, or as is safe and possible. The employee will be paid regular hourly rate for hours worked.

Classes Cancelled System-Wide

If classes for students are cancelled and teachers also are not in attendance, the employee need not report for work. The employee shall work when the cancelled day is made up. No pay shall be given for days not worked.

Short-Term Individual School Closing

In the event of short-term individual school closing, the guidelines above shall normally apply. However, in these situations, the administration retains the authority to assign the employee to other locations as deemed necessary. This may include the first cancelled day.

Overtime

Overtime shall not be worked and/or compensated without advance approval of the Food Service Director.

Overtime shall be compensated at the rate of 1.5 times the regular hourly salary for hours worked in excess of forty (40) hours per week.

Paid holidays and bereavement shall be considered as days worked for the purposes of determining eligibility for overtime pay.

Holidays

The employee will receive regular pay for the following six (6) holidays:

Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, MLK Day, *Veteran's Day (to be taken the day after Thanksgiving)

An employee shall be eligible to receive pay for a holiday provided (s)he works the last scheduled working day before the holiday and the scheduled working day after the holiday.

Should an employee be absent on either or both of the aforementioned scheduled working days due to illness, the employee shall be eligible to receive pay for the holiday as long as proper notification of illness is given to the employee's supervisor.

IV. LEAVES

Leave will be pro-rated based on hire date.

Leave is allocated after the 30-day probationary period. Any employee that terminates employment throughout the year will be required to pay back the school corporation any monies paid for leave used, but unearned. Leave shall be taken in full or half-day increments.

Personal Business Leave

Employees hired before January 1, 2012 shall be given four (4) personal business days per year.

Employees hired after January 1, 2012 shall be given three (3) personal business days per year.

Personal business days shall be for business of a nature that cannot be scheduled outside of work hours. Personal business days are not to be used for extending a vacation, providing free time off with pay, or for any other reason except business of a personal nature, which cannot be scheduled outside of a workday.

Under normal circumstances, personal business leave requests must be submitted to the appropriate administrator three (3) days prior to the leave.

Personal leave requests for days preceding and following weekends, holidays, vacations, etc., must include a reason for the request and are subject to review prior to approval or disapproval.

At the close of each year unused personal business days shall be applied to the accumulated sick leave until the maximum number of days is reached.

Sick Leave

Employees shall be given nine (9) sick leave days each year. The purpose of sick leave is to protect the employee's income during periods of personal illness. Employees may be required, by Supervisor, to present a doctor's note.

If, in any one work year the employee shall be absent less than the prescribed number of days, the unused sick leave days shall be accumulated up to 183 hundred days.

<u>Family Medical Leave Act</u> *Contact your Administrator to obtain the necessary form(s)

See Appendix B for FMLA guidelines.

<u>Family Illness Leave</u> *Contact your Administrator to obtain the necessary form(s)

The employee may use a maximum of eight (8) sick leave days per year (deducted from the accumulated sick leave days) in case of serious illness, major surgery, or serious accident involving an immediate family member (dependent, spouse, mother, father, or a member of household).

Maternity Leave *Contact your Administrator to obtain the necessary form(s)

An employee who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

- 1. An employee who is pregnant is entitled to a leave of absence at any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent of Schools at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of Schools of the expected length of this leave. In case of a medical emergency caused by pregnancy, the employee shall be granted a leave, as otherwise provided in this section, immediately upon request.
- 2. All or part of a leave taken by the employee because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the employee is not entitled to take accumulated sick leave days when the employee's physician certifies that the employee is capable of performing her regular employee duties. The employee is entitled to complete the remaining leave without pay. This leave may be taken without jeopardy to re-employment, retirement or salary benefits, and seniority rights.
- 3. When the leave is requested, the employee shall select one of the following options for length of leave:
 - a. The employee shall notify the Superintendent of Schools of the expected length of her leave and the expected date of her return or
 - b. The employee, the principal, and the Superintendent of Schools shall discuss and mutually agree upon the return date.
 - c. In the event the employee wishes to change the expected beginning and/or ending dates of a previously arranged maternity leave, the employee shall use option (b) immediately above.
- 4. The employee who desires a maternity leave shall have her physician complete the appropriate leave forms.

Bereavement Leave

In the case of death(s) within the immediate family, the employee shall be entitled to be absent from work without loss of compensation for a period extending up to five (5) workdays per death. Such bereavement leave shall be exhausted no later than eight (8) calendar days beyond such death(s), but extenuating circumstances subject to approval by the Building Principal or Administrator may warrant an extension of the eight (8) day time limitation. Immediate family is interpreted as including husband, wife, child, sister, brother, mother, father, grandchild, grandparent, and each similar relationship established by marriage, and any other relative or legal dependent who, at the time of death, was living as a member of the household. In the case of the death of and great-grandparent, aunt, uncle, niece, nephew or first cousin, and each similar relationship established by marriage, the employee is entitled to one (1) bereavement leave without loss of pay.

Documentation of death and relationship may be requested.

Jury Duty/Subpoena Leave

In case of absence in response to jury duty and/or subpoena, the employee will receive regular base salary minus that paid by the court.

The employee shall receive regular base salary minus the subpoena fee received only if the subpoena is connected with an employee's fulfillment of job related duties.

The employee shall turn in the summons to their supervisor to be attached to their absence report and/or time sheet. The employee will have thirty (30) days to turn in a copy of the check received from the court. If the check copy is not received within thirty (30) days, the employee's pay will be reversed until the copy is provided.

Salary will not be paid for time lost due to employee initiated suits against the West Lafayette Community School Corporation unless acting as a witness for the Corporation.

Professional Leave

The employee desiring to attend national, state or regional educational meetings shall submit a written request to the Director of Food Service. Request for reimbursement within established budget for travel, food, lodging and registration fees shall be submitted for approval or denial. If approved, the employee shall receive payment through payroll.

Leave Without Pay

As a general rule a leave without pay will not be granted. Should the employee have a unique one-time situation arise for which the employee believes time off without pay is warranted, a written request may be made to the Food Service Director. This request should contain the requested leave dates and a rationale. The Food Service Director will provide a timely written response.

V. PERSONNEL INFORMATION

Payroll

Employees are paid on the 5th and 20th of each month. If this day falls on a bank holiday or weekend, the employee will be paid on the prior business day.

Employees are required to use direct deposit to receive their pay. Any change to direct deposit bank account(s) is the responsibility of the employee, a new form is to be completed and turned in to the business office.

Effective 9/1/2018, all employees will be required to be "paperless" with regard to payroll direct deposit notices.

All non-exempt employees will be required to maintain a record of hours worked, to be submitted to payroll on the frequency required.

Payroll Deductions

Employees may request, in writing, that specified amounts be deducted from their salary. Written requests must be submitted to, approved by and kept on file with the business office. The WLCSC to the employee's specified organizations or program shall remit all amounts to be deducted.

All deductions shall remain in effect unless a written authorization to change is submitted to the business office.

It shall be understood that employees shall be directly responsible for payments to the designated organization or program if the employee's pay is not sufficient to cover such obligations.

The West Lafayette Community School Corporation shall not be responsible or liable based upon the form or manner of deductions, lack of deductions or payments.

Evaluations

To be eligible for any future pay increase, an employee must have an evaluation that shows effective or highly effective. The employee's pay increase will be determined by an index factor approved by the School Board.

Mileage Allowance

Employees required to use their personal automobile in order to perform their work assignments shall be granted a mileage allotment. Reimbursement shall be in accordance with the rate approved by the Board of School Trustees.

An appropriate form must be completed in full and approved by the Building Principal or Administrator prior to reimbursement. Claim reimbursement forms are to be submitted to the corporation business office monthly, employee shall receive payment through payroll.

Change Name, Address, Telephone Number

Any change of name, address, or telephone number shall be reported to the school corporation personnel office, in writing, within ten (10) workdays.

VI. RETIREMENT

PERF – Annuity

Retirement benefits apply to employees classified as Director, Manager, Secretary, and Cook.

Employees hired before January 1, 2008, with continuous employment with West Lafayette Community School Corporation, and who work more than six hundred (600) hours per year, may participate in the Indiana Public Employees Retirement Fund, and must abide by PERF rules and regulations regarding membership, etc.

Employees hired on or after January 1, 2008, and who work more than six hundred (600) hours per year, will participate in the West Lafayette classified employee annuity program. A contribution of 4% shall be remitted to the employee's 401(a) account established by the school district. The employee shall have vesting rights after five years of employment with the school corporation.

Supplemental Retirement Plan

When a classified employee retires, and was a full-time employee (7.5 hours per day or more, and 180 days or more per year), he or she may be eligible for the following contribution to a post-retirement severance 403(b) account, based upon years of service at WLCSC, and further conditions listed below.

10-15 years of continuous service: \$750 per year

16-20 years of continuous service: \$1,000 per year (maximum 20 years)

To be eligible for this benefit, classified employees must be considered effective or highly effective employees, and receive a recommendation from their supervisor to receive this benefit. An employee who is asked to leave, or whose employment is terminated, is not eligible for this benefit.

VII. INSURANCE **F.T.E. is equal to 40 hours per week**

Double Deductions will be in effect the last 5 pays of the school year to cover summer premiums

Hospitalization, Surgery, and Major Medical Insurance

Employees who are at least .50 FTE may participate in the group medical insurance plan by personally paying the premium cost.

An affordable plan will be made available to management employees and the Administrative Assistant.

Dental Insurance

Employees who are at least 50% F.T.E. may participate in the group dental insurance programs by personally paying the premium cost.

Vision Insurance

Employees may participate in the group vision insurance programs by personally paying the premium cost.

Life Insurance

The School Corporation will provide paid life insurance rounded to the \$10,000 level above your salary. Employees are required to pay a minimum of one (1) dollar for the plan.

The policy of life insurance provided by the Administration shall contain an accidental death (double indemnity) and a dismemberment rider to said policy.

Liability (Umbrella) Insurance

The employee is covered under the WLCSC's umbrella liability insurance policy.

Workers' Compensation Insurance

The Administration shall provide Workers' compensation insurance for all employees. Procedures to be followed in case of an injury during the regular course of employment are posted in the employee's individual buildings.

Employees must report all job-related injuries to their supervisor immediately, even if medical treatment does not seem necessary at the time. Serious accidents should also be reported to the business office (269-4008) by telephone.

An employee accident report shall be completed and forwarded to the West Lafayette Community School Corporation business office within 24 hours. If, after filing the initial accident report, additional information is received regarding treatment or lost time, the business office is to be notified.

Should report of employee's on-the-job accident or injury not be reported as heretofore set forth, the employee may be considered to have waived this benefit.

All charges incurred for job-related injuries will be submitted to our Workers' Compensation Insurance carrier. *Charges should not be claimed on an employee's medical insurance.*

For further information, clarification and understanding as to the employee's benefit, the employee should contact the business office.

VIII. EFFECT OF THE HANDBOOK

Severability

If any provision of the Handbook or any application of this Handbook to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications of the Handbook shall continue in full force and effect.

The parties mutually agree that this handbook contains the entire handbook and understanding between the parties thereby superseding all previous oral or written handbooks. This handbook may not be changed or amended except by a written instrument signed by both parties.

IX. COMPENSATION SCHEDULE

Food Service Worker: \$8.75 Minimum

Sub Food Service	\$8.75 per hour				
Administration is authorized to pay accordingly based on experience, education, qualifications, and market demands					
X. AGREEMENT					
ByAlan Karpick, Board Presi					
ByBrad Marley, Secret					

APPENDIX A

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION NON-DISCRIMINATION POLICY

It is the stated policy of the West Lafayette Community School Corporation not to discriminate on the basis of race, color, religion, national origin, sex or handicaps.

Each year it is our intent to remind students and parents that this non-discrimination policy applies to student's access to courses and programs, to physical education and athletics, to counseling and guidance, to vocational education programs, to financial assistance, to extracurricular activities, and to other matters related to students.

Staff members are assured of non-discrimination in employment, salary and fringe benefits, promotion, retirement benefits, and other staff benefits.

A Compliance Officer has been appointed for the West Lafayette Community School Corporation. It is his responsibility to see that both the "letter" and the intent of this non-discrimination policy are followed.

Inquiries, informal or formal complaints should be addressed to the Title IX, Section 504, and American with Disabilities Act Coordinator:

Rocky Killion
West Lafayette Community School Corporation
Floyd Administration Center
1130 N. Salisbury St., West Lafayette, IN 47906
Phone: 765-746-1641 – Fax: 765-746-1644

It should be noted that previous training or experience, prerequisite classes, skills level, etc. may be appropriate entry requirements.

The West Lafayette Community School Corporation is committed to equal opportunity. It is an Equal Opportunity Employer and does not discriminate on the basis of age, race, color, religion, sex, handicapping conditions, or national origin, including limited English proficiency, in an employment opportunity. No person is excluded from participation in, denied the benefits of, or otherwise subjected to unlawful discrimination on such basis under any educational program or student activity.

If you have experienced discrimination in such educational programs or activities, written inquires about procedures that are available and for consideration of complaints alleging such discrimination should be directed to Superintendent, West Lafayette Community School Corporation, 1130 N. Salisbury West Lafayette, Indiana 47906. Phone: 765/746-1641.

"LIMITED ENGLISH PROFICIENCY WILL NOT BE A BARRIER TO ADMISSION AND PARTICIPATION IN VOCATIONAL EDUCATION"

APPENDIX B

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service- member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

*Special hours of service eligibility requirements apply to airline flight crew employees.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- \bullet interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



APPENDIX C

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION FOOD SERVICE EVALUATION

Employee: Position			Position:		Da	te:		
		Attend	lance: I I I	Days Absent: Days Requested: Days Late – (At your works	station): _			
	_	hly Eff ments)		oes beyond) E=Effective	(Does wh	at is re	equired) I=Ineffective (D	oes not meet
Н	Е	I	<u>Dress Code</u> : Adherence to dress code without being reminded.					
Н	E	I	Sanitation, Proper Food Handling & Equipment Use: Understanding of methods, techniques and applying this knowledge to the job.					
Н	E	I	<u>Customer Service</u> : Responds in a positive manner while identifying and satisfying customer needs.				isfying customer	
Н	Е	Ι	Accuracy, Self-Motivation, & Decision-Making: Exerting the extra effort to complete task in a timely manner. Evaluates all facts that impact the situation and develops alternate courses of action and utilizes all available resources.					
Н	Е	I	<u>Function as a Team Member</u> : Achieving results by working effectively with co-workers, customer, and supervisors.					
Н	Е	I	<u>Conservation of Labor & Supplies</u> : Willingness to explore more efficient and effective procedures. Always working towards Food Service and individual goals.					
Sup	ervi	sor's Co	omments (A	any item marked "Needs Impro	ovement" o	r "Ineff	ective" should be explained	here.)
C	omm	endatio	ns		Recomme	ndation	s for Improvement	
1.					1.			
2.					2. 3.			
Comments					Comments:			
Re	com	mende	d for cont	inued employment				
Yes				Yes			No	
Evaluated by (signature)						Date:		
Employee (signature)						Date:		

APPENDIX D

WEST LAFAYETTE COMMUNITY SCHOOL CORPORATION ACKNOWLEDGMENT FORM

I	on			
Name	on Date			
received a copy of the current CLASSIFIED HAN	DBOOK. I have read and fully understand the contents			
of these instructions. I am aware I must follow the	ese procedures and guidelines during my employment			
with the WEST LAFAYETTE COMMUNITY SC	CHOOL CORPORATION. I further understand that the			
Corporation may change, add to or delete any poli	cies or provisions in this Handbook from time to time, in			
its sole discretion.				
I understand that this Handbook is not inter	nded as either an express or implied contract of any kind			
and does not constitute a contract of employment between the Corporation and me or any of the				
Corporation's employees for any specific or fixed	duration of employment.			
I understand that every CLASSIFIED employee has an at-will relationship with the Corporation.				
	Employee Signature			