

# Certified Staff Handbook

*CGCSC practices equal opportunity in education and employment.*



*No employee shall, on the basis of religion, race, color, national origin, sex, disability, age, or any other basis prohibited by law, be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity, or in any employment conditions or practices, conducted by the CGCSC.*

APPROVED:OCTOBER 21, 2021

|  |           |
|--|-----------|
| <b>Mission Statement</b>   | <b>1</b>  |
| <b>Welcome to Center Grove</b>                                       | <b>1</b>  |
| <b>Board of School Trustees</b>                                      | <b>1</b>  |
| <b>Organization of the Center Grove Community School Corporation</b> | <b>2</b>  |
| <b>Board of School Trustees</b>                                      | <b>2</b>  |
| <b>Superintendent of Schools</b>                                     | <b>2</b>  |
| <b>Administrators, Directors and Supervisors</b>                     | <b>2</b>  |
| <b>CASE CONFERENCES</b>  | <b>3</b>  |
| <b>CASE CONFERENCE PREPARATION (Special Education Teachers)</b>      | <b>3</b>  |
| <b>COVERING CLASS PERIODS</b>  | <b>3</b>  |
| <b>DAYS AND HOURS</b>  | <b>4</b>  |
| <b>EXTENDED CONTRACTS</b>  | <b>5</b>  |
| <b>HEALTH PLAN INFORMATION AND PROCEDURES</b>                        | <b>5</b>  |
| Changing Plans   | 5         |
| Spousal Exclusion and Surcharge                                      | 6         |
| Health Savings Account (HSA) Payments                                | 6         |
| Wellness Screening Incentive Procedures                              | 6         |
| 403(b) Information   | 7         |
| <b>JOB-SHARING ASSIGNMENTS</b>                                       | <b>7</b>  |
| Creating a Job-Share Proposal  | 7         |
| Criteria for Job-Share Approval                                      | 7         |
| Compensation   | 8         |
| Insurance  | 8         |
| Leave Days   | 8         |
| Length of Assignment   | 8         |
| Timeline   | 8         |
| Years of Experience  | 8         |
| Vacancies  | 8         |
| Dissolving the Assignment  | 8         |
| <b>LANE CHANGES</b>  | <b>9</b>  |
| <b>PREPARATION TIME</b>  | <b>9</b>  |
| <b>TEACHER EVALUATION HANDBOOK</b>                                   | <b>10</b> |
| <b>PROGRESSIVE DISCIPLINE</b>  | <b>10</b> |
| <b>POST ACCIDENT DRUG AND ALCOHOL TESTING</b>                        | <b>11</b> |
| <b>TEACHER ASSISTANCE PLAN</b>                                       | <b>11</b> |
| <b>SCHOOL BOARD POLICIES</b>   | <b>11</b> |
| <b>SUMMER SCHOOL</b>   | <b>12</b> |
| Hiring   | 12        |
| Compensation   | 12        |
| Sick Leave During Summer School                                      | 12        |

|  |           |
|--|-----------|
| <b>PAID PERSONAL LEAVE</b>                                     | <b>13</b> |
| <b>UNPAID LEAVE</b>  | <b>14</b> |
| <b>UNPAID SABBATICAL LEAVE</b>                                 | <b>14</b> |
| <b>FAMILY AND MEDICAL LEAVE (FMLA) POLICY &amp; GUIDELINES</b> | <b>14</b> |
| General Leave Entitlement                                      | 15        |
| Service Member Leave Entitlement                               | 15        |
| Duration of Service Member FMLA                                | 16        |
| General Provisions   | 16        |
| Intermittent or Reduced Schedule Leave                         | 17        |
| Employee Notice Requirement                                    | 17        |
| Substitution of Paid Leave                                     | 17        |
| Corporation Notice Requirement                                 | 17        |
| Leave Limits   | 18        |
| Certification  | 18        |
| Insurance Coverage During Leave                                | 19        |
| <b>MILITARY LEAVE</b>  | <b>19</b> |
| <b>VACANCIES AND TRANSFERS</b>                                 | <b>20</b> |
| Vacancies  | 20        |
| Voluntary Transfers  | 20        |
| Involuntary Transfers  | 20        |
| <b>WORKERS' COMPENSATION BENEFITS</b>                          | <b>21</b> |
| Work-Related Injury/Illness Procedures                         | 21        |
| What is a Compensable Claim?                                   | 22        |
| What Benefits are Available?                                   | 23        |
| Workers' Compensation Leave of Absence                         | 23        |
| Use of Accrued Sick and Vacation Leave                         | 23        |
| Leave Without Pay  | 24        |
| <b>E-LEARNING / INCLEMENT WEATHER</b>                          | <b>25</b> |

# **CENTER GROVE COMMUNITY SCHOOL CORPORATION**

## **Mission Statement**

We develop knowledgeable, confident and responsible citizens through inspirational and innovative learning opportunities.

## **Welcome to Center Grove**

This handbook contains valuable information that will help you understand the operation of our schools and to become familiar with our employment policies and procedures. Please become familiar with the policies and procedures outlined in this handbook. If you have any questions about information in the handbook, discuss them with your building administrator(s). This is not intended to be an all-inclusive list of policies and procedures of this Corporation. It is a guide to help answer the most commonly asked questions and set forth the guidelines under which this Corporation operates.

## **Board of School Trustees**

The Board of School Trustees' mission is to provide a positive, orderly and harmonious environment in which respect for the dignity and worth of every member of the school community is recognized and promoted. The Board believes all employees, parents/guardians and students are entitled to be treated, and obligated to treat others, with courtesy, fairness and decency. Only with the commitment and ongoing attention of each of us to a safe, caring and supportive atmosphere can we expect to achieve our objective of enabling all our students to achieve their maximum potential as students, as citizens and as productive members of society.

# **Organization of the Center Grove Community School Corporation**

## **Board of School Trustees**

The voters in our school corporation elect a five (5) member Board of School Trustees (Board) during the general election in the fall. These Board members serve a term of four (4) years. The Board has the responsibility of creating policy and seeing these policies, as well as applicable state and federal laws, are followed. The Board is also responsible for carrying out laws and determining which laws pertain to our school corporation. Unless a state or federal law requires or prohibits a particular activity or function, the Board is responsible for establishing and evaluating all educational activities.

## **Superintendent of Schools**

The Superintendent of Schools is employed by the Board and serves as the executive officer of the school corporation. As the executive officer, the Superintendent is responsible for the professional and managerial leadership necessary to apply Board policies and directives to the operation of the school corporation.

## **Administrators, Directors and Supervisors**

Although the Superintendent is responsible for all aspects of school operation, some duties and responsibilities are delegated to other administrators, directors, and supervisors.

## **CASE CONFERENCES**

All teachers requesting compensation for hours spent in Case Conference Meetings, Annual Case Review Meetings, Strength Based Assessments, and Student Support Teams (SSTs)\* beyond the maximum workday shall document the hours worked on a form provided by the administration. The form is available in the principal's office in the Staff section at [www.centergrove.k12.in.us](http://www.centergrove.k12.in.us). This form should be forwarded to the office of their immediate supervisor by the last workday of each month for consideration of approved compensation for that month. Each hour worked shall equal one (1) hour of personal leave. When these hours accumulate to one (1) teaching day as outlined in the contract, one (1) Personal Day will be added to their accumulated Personal Leave, ~~not to exceed five (5) days per school year~~. If the Personal Day is not used during the current school year, and the total is over five (5.999) Personal Days for that year, it will roll over into the teacher's accumulated sick days. If one (1) teaching day as outlined in the contract is not reached in a school year, the hours shall be carried over to the following year. Verification of Compensation Time shall be made monthly, in writing. If one (1) teaching day, as outlined in the contract, is not reached in a school year, the hours shall be carried over to the following year.

\*These meetings will be reviewed annually to ensure proper titles are included.

## **CASE CONFERENCE PREPARATION (Special Education Teachers)**

During the school year, if the caseload of a special education teacher is greater than twenty (20) students, the teacher will receive two (2) days to prepare for case conferences. If the caseload is less than twenty (20) students, the teacher will receive one (1) day to prepare for case conferences. Teachers will coordinate with the building principals using the allocated days in at least half-day intervals.

## **COVERING CLASS PERIODS**

Teachers who are asked by administrative staff (or designee) to cover a class during their preparation period shall receive one (1) additional personal day per six (6) hours (elementary level), six (6) class periods (middle school level) and four (4) class periods (high school level) of such duty. If the personal day is not used during the school year, it will rollover into the teacher's accumulated sick days. At the beginning of the school year, teachers interested in covering classes during their preparation period must indicate in writing said interest to the building principal. Teachers on this list will be asked to cover these classes when necessary. After all teachers on the list have been asked and classes still need to be covered, the principal may ask teachers not on the list to cover classes as well. These teachers will receive the same benefit as the teachers who signed up at the beginning of the year. When these hours accumulate to one (1) teaching day as outlined in the contract, one (1) Personal Day will be added to their accumulated Personal Leave, not to exceed five (5) days per school year. If the Personal Day is not used during the current school year, and the total is over five (5.999) Personal Days for that year, it will roll over into the teacher's accumulated sick days. If one (1) teaching day as outlined in the contract is not reached in a school year, the hours shall be carried over to the following year.

## **DAYS AND HOURS**

After Corporation Discussion with the exclusive representation, the Board shall determine the school calendar and the hours for the teacher school day. Teachers are required to work the number of days as specified by the Board and in their individual teacher contracts, when extended contracts are offered (see below). For the 2020-2021 school year, teachers will work 184 days (or more, if extended contracts are offered). For the 2020-2021 school year, elementary teachers will work seven (7) hours and 15 minutes. Middle and high school teachers will work seven (7) hours and 30 minutes.

Teachers must make a prior request to an administrator for approval to leave their building during the contracted day, which includes individual preparation time, arriving late to school, leaving during the school day, or departing prior to the day's end. Administrators have the authority to grant or deny permission, keeping in mind the amount of time requested, whether classroom coverage is needed, and the frequency of such requests from the individual teacher.

When teachers ask for approval to be absent outside of their individual preparation time, administrators will consider the amount of time away from students, whether coverage is needed, and the frequency of such requests from the individual teacher. If permission is granted for partial absence it must be less than one-quarter of the school day and require no substitute. [Note: administrators will not ask teachers to cover for another teacher; thus, the covering teacher will not earn credit toward a personal day if doing so for a colleague.]

## EXTENDED CONTRACTS

When extended contracts are offered, the following schedule of days will be used:

| Departments                        |             | Secondary Coordinators       |             | Secondary Department Heads |             |
|------------------------------------|-------------|------------------------------|-------------|----------------------------|-------------|
| <i>Position</i>                    | <i>Days</i> | <i>Position</i>              | <i>Days</i> | <i>Position</i>            | <i>Days</i> |
| HS Band Director                   | 229.5       | HS Family & Consumer Science | 185         | HS Art                     | 188         |
| HS Asst. Band Director             | 205.5       | HS Physics                   | 188         | HS Business                | 186         |
| MS Band Director                   | 205.5       | HS Chemistry                 | 188         | HS English                 | 186         |
| MS Asst. Band Director             | 205.5       | HS Biology                   | 188         | HS Foreign Language        | 186         |
| HS Choral Director                 | 205.5       | HS Computer                  | 188         | HS Health/PE               | 186         |
| HS Choral Asst. Director           | 196         | MS Computer                  | 188         | HS Industrial Tech         | 184         |
| HS Guidance Director               | 204         | ELEM Computer                | 185         | HS Math                    | 186         |
| SEL Specialist                     | 204         |                              |             | HS Science                 | 189         |
| HS Guidance Counselor              | 194         |                              |             | HS Social Studies          | 186         |
| MS Guidance Counselor              | 194         |                              |             | HS Special Education       | 192         |
| MS Guidance Counselor (Scheduling) | 196         |                              |             | MS Science                 | 188         |
| STEM Coach-Media Specialist        | 194         |                              |             |                            |             |
| Audio Visual Director              | 194         |                              |             |                            |             |
| MS Athletic Director               | 194         |                              |             |                            |             |
| Global Campus (e-Learning)         | 189         |                              |             |                            |             |

## HEALTH PLAN INFORMATION AND PROCEDURES

There will be an open enrollment period each year. Insurance benefits shall be prorated over 365 days. The teacher's share of the insurance premiums will be withheld in equal amounts by 24 payroll deductions.

A teacher may, with a HIPAA qualifying event, change from the single plan to the family plan or from the family plan to the single plan.

### Changing Plans

- Every year, in November, teachers will have the option to change between the PPO Plan and the HDHP Plan.
- Retirement is not a HIPAA qualifying event; however, if teachers want to move to a plan that costs less, that will be handled as requested. Teachers cannot add dependents/spouses to their plan at retirement. Once teachers separate employment, they cannot change plans either.
- As a matter of past practice, teachers can drop dependents/spouses at the time of retirement.
- If health care reform requires an open enrollment period, this would allow new teachers to be added from either plan once a year during the open enrollment period.



## **Spousal Exclusion and Surcharge**

Beginning on January 1, 2018, if a new employee's spouse is eligible for health care coverage through his/her employer, the spouse is either:

- A. Excluded from health insurance coverage through Center Grove; OR
  - B. Can participate in the Center Grove health insurance plan by paying a bi-monthly surcharge of \$75
- The employee will pay the spousal surcharge through payroll deduction
  - Spousal surcharge is not charged to an employee's spouse if he/she is not eligible to receive health insurance coverage from his/her employer
  - Each year during open enrollment, each employee will complete the Health Care Spousal Surcharge Form

## **Health Savings Account (HSA) Payments**

- The Center Grove contribution is based on a calendar year, which matches the plan year for the HDHP plan.
- The Center Grove contribution will be made 60% in the first two (2) weeks of January and 40% in the first two (2) weeks of August.
- Teachers who start employment or cease employment in the middle of a calendar year will receive a prorated contribution, based on the number of months the teacher is enrolled in the HDHP plan. We can never "take back" a contribution once it is made.
- If a HIPAA event occurs in the middle of the calendar year and a teacher makes a change, they will also receive a prorated contribution.
- If a husband and wife are both employees and on the family plan or employee+1 plan, there is one (1) health plan, one (1) HSA account, and one (1) contribution from Center Grove.
- If a husband and wife are both employees and each has a single plan, there are two health plans. Each employee has his or her own HSA and each will receive a contribution from Center Grove.
- Center Grove will not contribute to an HSA for retired teachers.
- Retired teachers can make their own contributions as long as they are covered by an HDHP and no other plan (such as a VEBA).
- VEBAs become active on the day of retirement.
- In the year of retirement or resignation, the annual maximum contribution is prorated based on the number of months the teacher is eligible to make a contribution.

## **Wellness Screening Incentive Procedures**

- Teachers and their dependents who are on the Center Grove health insurance plan can participate in the wellness screening at no cost. Teachers who are not on the Center Grove health insurance plan can participate in the wellness screening at the cost of \$30.00. Center Grove will cover the rest of the cost.
- Each active teacher who is covered by the Center Grove health insurance plan and participates in the wellness screening will receive a reduction of \$5.00 per pay in their health insurance premium deduction for a 12-month period beginning April 1, 2014, for a total savings of

\$120.00. This is only available to teachers who have the health insurance premium deducted from their check, and it is available only once per family.

Section 125 – Generation I and II benefits of Section 125 of the Revenue Act of 1978 shall be made available to any teacher. The cost of plan administration shall be borne by the Board.

### **403(b) Information**

The Board shall provide each employee the opportunity to participate in a voluntary tax-sheltered 403(b) program, consistent with the 403(b) Plan, adopted by the Board.

## **JOB-SHARING ASSIGNMENTS**

The term “job sharing” shall mean two (2) currently employed teachers who have either semi-permanent or permanent status sharing one (1) full-time position on a prorated basis for one (1) school year.

### **Creating a Job-Share Proposal**

Teachers who desire a job-share assignment must develop a detailed Job-Share Proposal setting forth their plan for sharing one (1) full-time teaching position. The Job-Share Proposal must include information about the following issues as well as additional information relevant to the job-sharing assignment:

- prorated time on the job
- teaching duties
- preparation time
- non-classroom duties such as field trips, playground duty, lunch duty, staff meetings, etc.
- how teacher absences will be handled
- other issues relevant to the job-sharing assignment

### **Criteria for Job-Share Approval**

The following criteria must be met before a job-sharing assignment may be approved:

- Both teachers must be current teachers who are either semi-permanent or permanent in the Center Grove Community School Corporation and certificated for the position they wish to share.
- Both teachers must mutually develop and agree to abide by a written Job-Share Proposal.
- The building principal must approve the Job-Share Proposal. The principal’s decision is not subject to the grievance process. Upon request, the principal shall provide written reasons for denial of a job-sharing request.
- If the Job-Share Proposal is denied, teachers shall have five (5) days to revise their request and resubmit for consideration.
- The Board must agree to the job-sharing assignment and must approve the job-sharing assignment.
- The decision of the Board shall be final and not subject to the grievance process.

## **Compensation**

A job-sharing teacher shall be compensated at his/her base contract rate of pay multiplied by the percentage of teaching assignment worked by that teacher.

## **Insurance**

A job-sharing teacher shall receive Board paid contribution toward his/her group insurance program in the amounts specified within the *Master Teacher Contract*.

## **Leave Days**

A job-sharing teacher shall receive leave days in the amount specified within the *Master Teacher Contract* multiplied by the percentage of teaching assignment worked by that teacher.

## **Length of Assignment**

Once approved, a job-sharing assignment shall be for a period of one (1) school year. The job-sharing assignment may be renewed only on an annual basis by submitting a new request and a revised Job-Share Proposal by March 1.

## **Timeline**

The following timeline will be strictly adhered to:

- March 1        Deadline for Job-Share Proposal submitted to principal.
- March 1        Deadline to renew job-sharing assignments submitted by teachers to principal. The principal will respond to the teachers within five (5) work days after receiving the proposal.
- March 15       Deadline for Job-Share Proposal submitted by principal to Superintendent.
- April 10        Deadline for final decision on job-sharing request.

## **Years of Experience**

A year of experience shall be awarded for 120 days worked or paid during a school year.

## **Vacancies**

A job-sharing teacher will not be assigned to any vacancy that becomes available and is to be assigned during the time that a job-sharing position exists. The return to full-time status shall be dependent upon openings that exist within the Corporation for which the teacher is currently certified to teach and the teacher rights under board policy on Reduction-in-Force.

## **Dissolving the Assignment**

In the event the job-sharing assignment is dissolved at the end of a school year and both teachers desire to retain a full-time teaching position, the following procedures shall be followed:

- Seniority, defined as continuous service as a teacher in the Center Grove School Corporation, shall determine the “included” and “excluded” status of the job-sharing teachers.
- If the assignment is dissolved and there is an available teaching position for which the “excluded” teacher named on the Job Share Provision Application is qualified to fill as specified in number seven (#7) above, the administration shall fill the original job-share position, if still in existence, with the “included” teacher listed on the application and fill the other position with the “excluded” teacher.
- If the assignment is dissolved and there is no available teaching position for which the “excluded” teacher named on the Job Share Provision Application is qualified, then the “excluded” teacher assigned will be controlled by Article XIV, Reduction-in-Force of the *Master Teacher Contract*.
- In the event the job-sharing assignment is dissolved before the end of the school year, the remaining teacher will complete the year on a full-time basis.

If the Principal determines that a job-sharing assignment is not working for the benefit of students, the Principal may restructure the job-sharing assignment to improve the unsatisfactory situation. If the situation cannot be resolved, the Principal may dissolve the job-sharing assignment. This is not subject to the grievance process.

If the Principal dissolves the job-sharing assignment during the school year, the “excluded” teacher shall be reassigned to a comparable position with appropriate salary and insurance. If no comparable positions are available, the teacher shall be assigned as a permanent substitute and be paid his/her full salary and benefits.

## **LANE CHANGES**

Lane changes will only be considered with an original transcript attached, which must be submitted to HR prior to the start of school (August 1, 2017). Please refer to the *Master Teacher Contract* for additional details.

## **PREPARATION TIME**

Preparation time is important to teachers and administrators. Principals will make every effort to provide preparation time each day. Preparation time includes individual preparation, as well as time when teachers choose to plan as a team, grade level, or department. Conferences (i.e. case, S504, other), professional development, and other meetings should only occur occasionally (in relation to average minutes), as such interruptions to preparation time should be the exception and not the day-to-day practice. Principals will notify the Superintendent (or designee) ~~using HR procedure~~, if average preparation minutes for the week will be decreased.

Shortened days (i.e., two hour delays and early release Wednesdays) and temporary circumstances (e.g., tornado warnings, fire drills) may necessitate a temporary adjustment in this practice.

Elementary School – There will be an average of 235 minutes per week with 30 continuous minutes of duty-free preparation time each day. Only blocks of 20 minutes or more will count toward the 235-minute minimum per week. The above times shall not include supervisory duties such as bus, recess or lunch.

Middle School – There will be one (1) team preparation and one (1) individual duty-free preparation period per day for teachers serving on a Core Team. These periods may or may not be the same in length. There will be one (1) individual duty-free preparation time each day for teachers not serving on a Core Team.

High School – There will be a full class period of duty-free preparation every other day, and there will be a half class period of duty-free preparation on alternate days.

All Schools – An allowance of at least 15 minutes of travel time for any teacher required to travel between buildings will be honored, and the Board agrees that said drive time shall not be counted toward preparation time. Furthermore, the Corporation will recognize extenuating circumstances may require longer drive times (e.g., inclement weather, trains, and road closures).

## **TEACHER EVALUATION HANDBOOK**

*The Teacher Evaluation Committee supports the implementation and revision of the teacher evaluation handbook. The handbook can be found at:*

[https://www.google.com/url?q=https://docs.google.com/document/d/1\\_p5LAtMFYJNd80uch2Ati2AMCZiMEBK\\_9PRtaReglnI/edit?usp%3Dsharing&sa=D&source=docs&ust=1666126052060108&usg=AOvVaw0wIkqE4Qlco5dDwtundc4n](https://www.google.com/url?q=https://docs.google.com/document/d/1_p5LAtMFYJNd80uch2Ati2AMCZiMEBK_9PRtaReglnI/edit?usp%3Dsharing&sa=D&source=docs&ust=1666126052060108&usg=AOvVaw0wIkqE4Qlco5dDwtundc4n)

## **PROGRESSIVE DISCIPLINE**

In the case of the misconduct of a teacher as determined by the administration, progressive discipline will be followed:

- STEP 1: Verbal warning (a note will be provided documenting the event)
- STEP 2: Written reprimand
- STEP 3: One (1) day suspension without pay
- STEP 4: Three (3) days suspension without pay
- STEP 5: Five (5) days suspension without pay and a recommendation for the cancellation of the teacher's contract

- Discipline at Step 1 and Step 2 will be conducted by the building principal.
- Discipline at Step 3, Step 4 and Step 5, the building principal will provide a Notice of Principal Preliminary Decision. The teacher may appeal through the process outlined in *IC 20-28-9-22*. The Superintendent (or School Board) will provide the final decision on the progressive discipline.

- The Association President will be informed regarding each step.
- Discipline is cumulative and will remain on the employee's record. Employees who remain at step one (1) or step two (2) for three (3) years shall have this discipline removed from their record. Discipline at step three (3) or higher shall not be removed.

## EMPLOYEE IDENTIFICATION AND CENTEGIX BADGE

The Center Grove issued photo employee identification will contain the employee's photo, name, job classification, and location. All CGCSC employees will be required to have their CGCSC issued photo ID badge on them at all times. This ID badge will be worn face forward in full view, on or over the outermost garment, at or above the waist.

ID badges will be issued to new employees upon hire, at their New Employee Orientation or within a reasonable amount of time after the start of their employment. Lost or stolen ID badges shall be reported immediately to the Assistant Superintendent of Operations. The CGCSC Operations Department will assist employees in obtaining a replacement ID badge. There will be a charge of \$8.00 for replacement ID badges.

Each employee in the district is issued a Centegix badge. This badge is used to alert school and district personnel if health or crisis support is needed. All CGCSC employees will be required to have their Centegix badge on them at all times. Lost or stolen Centegix badges shall be reported immediately to the Assistant Superintendent of Operations. The CGCSC Operations Department will assist employees in obtaining a replacement Centegix badge. There will be a charge of \$20.00 for replacement Centegix badges.

## POST ACCIDENT DRUG AND ALCOHOL TESTING

Employees will be subject to testing when they cause or contribute to accidents that seriously damage a Center Grove Community School Corporation vehicle, machinery, equipment or property or that result in an injury to themselves or another individual requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a Center Grove Community School Corporation motorized vehicle is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. A positive test will result in immediate termination of employment. An employee's refusal to cooperate in required testing will be treated as a positive drug test result and will result in immediate termination of employment.

## TEACHER ASSISTANCE PLAN

While in the Initial and Intensive Assistance Plans, the teacher ~~will not~~ hold ECA positions within the school district.

When a teacher moves into the Initial or Intensive Assistance Plans, UTACG representation, building principal, and district administrator (HR) will work with the teacher on an appropriate phase-out of ECA positions.

## **SCHOOL BOARD POLICIES**

All teachers are responsible to review the Board of School Trustees' Bylaws and Policies, available for review at [www.centergrove.k12.in.us](http://www.centergrove.k12.in.us). Click on "School Board" and then "Bylaws and Policies". All of the policies, listed in the 3000 category (Professional Staff), relate to teachers. Though teachers are expected to know all of the bylaws and policies, those listed below warrant additional review:

|            |  |
|------------|--|
| 2340       | Field Trip and Other Corporation-Sponsored Trips                                   |
| 2340 A,B,D | Field Trip Guidelines, Corp-Sponsored Trips, Non-Corp-Sponsored Trips              |
| 3112       | Board-Staff Communications   |
| 3121       | Duty of Employees, Volunteers and Contractors to Report Arrest or Criminal Charges |
| 3122.01    | Drug-Free Workplace  |
| 3139       | Staff Discipline   |
| 3140       | Termination and Resignation  |
| 3142       | Cancellation of a Teaching Contract  |
| 3170       | Substance Abuse  |
| 3210       | Staff Ethics   |
| 3213       | Student Supervision and Welfare  |
| 3214       | Staff Gifts  |
| 3215       | Use of Tobacco by Professional Staff   |
| 3216       | Staff Dress and Grooming   |
| 5771       | Search and Seizure   |

## **SUMMER SCHOOL**

### **Hiring**

For interested teachers, a summer school application will be available to submit. The application will list available teaching positions. The application will include the following information: name, teaching experience, years in the position(s) applying for, and licensing. All this information will be used to determine the best teacher for an open position. The Executive Director of Human Resources will work with building principals on the selection process.

Hiring summer school teachers is based on factors such as licensure, grade level and/or subject experience, teacher effectiveness rating, years of experience, application, input from building principals, and the number of sections available.

### **Compensation**

Summer school teachers will be paid an hourly wage determined by his/her regular base contract per diem. Summer school does not include Driver Education (unless taught as part of the Center Grove Community School Corporation summer program), summer enrichment programs, or approved summer curriculum workshops.

### **Sick Leave During Summer School**

Summer school teachers will be eligible to use accumulated sick leave, but they will not earn or accumulate sick leave during summer employment. Due to the shortness of time of the summer term, no teacher may take more than 10% of the length of summer school in accumulated sick leave days during summer employment, regardless of the number of days the teacher has accumulated or earned. Summer school teachers may not access the Catastrophic Leave Bank during summer employment.

Sick leave days may be used in half-day or full-day increments. Employees must work their first contracted day to use newly allocated sick time for the current school year. Accumulated sick leave days as provided for in this Article of the Agreement may be used for:

- Personal and family illness. Reasons for use may include; illness, injury, health condition, preventative medical care, medical diagnosis, mental health, or care for an ill or injured family member as defined in bereavement leave.
- Paternity leave – up to ten (10) days for the birth of a child, which must be used within one (1) year following the birth of the child; and

## **PAID PERSONAL LEAVE**

Personal leave days may be used in half-day increments with 24 hours' advance notice; although that notice may be waived by a teacher's building principal for good reason. The Association and Board agree that the purpose of personal leave is for personal or civic affairs and not intended to extend a vacation. Prior approval for extending a vacation may be considered through a written request to Human Resources.

## **UNPAID LEAVE**

Unpaid leave may be granted to a permanent teacher for a period of up to one (1) school year upon approval by the Board. The Superintendent (or designee) and the Association President (or designee) will meet and confer regarding each request.

## **UNPAID SABBATICAL LEAVE**

One (1) school year of unpaid sabbatical leave may be granted by the Board if the following requirements have been met:

- The applicant must be a permanent teacher and must not have requested an unpaid sabbatical leave during the five (5) previous school years.
- The purpose for the leave must be explained in writing and should contribute to the professional growth effectiveness of the teacher. The sabbatical must be approved by a committee consisting of the Superintendent (or designee), two (2) additional administrators, and two (2) teachers appointed by the President. The committee shall develop forms, procedures and rules. The committee will consider all appeals.



- All requests for unpaid sabbatical leave shall be submitted to the Superintendent prior to the close of the school year preceding the year for which the leave is requested. This form is available in the principal's office or in the Staff section at [www.centergrove.k12.in.us](http://www.centergrove.k12.in.us).
- After taking a sabbatical leave, the teacher shall return to the employ of the Board for a minimum of time equal to that of the sabbatical leave. Teachers on an approved unpaid sabbatical leave shall have the option of continuing, at their own expense, coverage with any of the group insurance plans provided for in the *Master Teacher Contract*, subject to the approval of the appropriate insurance carrier. Teachers so participating shall be required to remit all premiums due for such coverage directly to the Corporation treasurer while on an approved unpaid sabbatical leave.
- All decisions of the committee are appealable to the committee and a grievable issue under the *Master Teacher Contract*.
- While on an approved unpaid sabbatical leave, a teacher shall accumulate experience toward advancement on the salary schedule.

## **FAMILY AND MEDICAL LEAVE (FMLA) POLICY & GUIDELINES**

**\*\*REQUIRES COMPLETION OF ADDITIONAL FORMS PROVIDED BY BENEFITS SPECIALIST\*\***

As a CGCSC employee, you may be eligible for family medical leave in conjunction with the birth or placement of a child, a serious health condition that prevents you from performing the essential functions of your position, or the serious health condition of your spouse, child, or parent. Effective January 28, 2008 a new law now expands the Family and Medical Leave Act to provide eligible employees leave related to a family member's military service.

CGCSC follows the eligibility requirements of the Federal FMLA Act of 1993. Therefore, as a CGCSC employee, you become eligible for family medical leave after twelve (12) months employment (consecutive or nonconsecutive) and completing 1250 hours of work in the twelve-month period immediately preceding the need for Family and Medical Leave.

**You should submit written notice at least 30 calendar days in advance of your intent to take such leave. In the event of an emergency, submit a written request as soon as possible. The written request should state the dates and the expected duration of the leave.** In addition, you may be required to provide certification of a birth, documentation of placement, or a health care provider's statement which sets forth the diagnosis, prognosis, and expected duration of you or a family member's injury or illness. Family and Medical Leave runs concurrently with accrued paid leave and will be charged whenever applicable with or without a request from the employee.

### **General Leave Entitlement**

An eligible employee is entitled to up to 12 weeks of unpaid FMLA leave in any 12-month period (defined as a rolling 12 month period measured backward from the date the employee uses FMLA leave) for the following reasons:

- A. the birth of a child and/or the care for a newborn child within one (1) year of the child's birth;
- B. the placement of a child with the employee by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival;

- C. the employee is needed to care for a spouse, son, daughter or parent if such individual has a serious health condition\*; or
- D. the employee's own serious health condition\* prevents him/her from performing the functions of his/her position;

\*

### **Service Member Leave Entitlement**

Service member FMLA provides eligible employees unpaid leave for one, or for a combination, of the following reasons:

- A. A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; and 8) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.
- B. To care for a covered family member, including next of kin as provided in the statute, who has incurred an injury or illness or aggravation of a pre-existing illness or injury while in the line of duty while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy.

### **Duration of Service Member FMLA**

- When leave is due to a "qualifying exigency," an eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable leave.
- When leave is to care for an injured or ill service member, an eligible employee may take up to twenty-six (26) work weeks of leave during a single twelve (12) month period to care for the service member 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. This is a one-time benefit per service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
- Service Member FMLA runs concurrently with other leave entitlements provided under Federal, State, and local law.

### **General Provisions**

Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:

- inpatient care, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
- continuing treatment by a healthcare provider, including:
  - ✓ a period of incapacity of more than five (5) or more consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves either in-person treatment two (2) or more times by a healthcare provider within thirty (30) days of the first date of incapacity, absent extenuating circumstances beyond the employee's control,

or in-person treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a healthcare provider;

- ✓ The first visit to the healthcare provider must occur within seven (7) days of the first date of incapacity.
- ✓ any incapacity due to pregnancy or for prenatal care;
- ✓ any period of incapacity or treatment for such incapacity due to a chronic serious health condition; a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
- ✓ any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than five (5) or more consecutive days in the absence of medical intervention holiday or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
- ✓ Conditions for which cosmetic treatment are administered are not "serious health conditions" unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontic problems, periodontal disease, etc., are conditions that do not meet this definition and do not qualify for FMLA leave.

### **Intermittent or Reduced Schedule Leave**

An employee may take FMLA leave intermittently or on a reduced schedule for the birth, adoption, or foster care placement of a child. An employee may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parents, or dependent child with a serious health condition. Service Member Family Leave may also be taken on an intermittent or reduced-leave schedule when medically necessary.

The taking of such leave results in the total reduction of the twelve (12) or twenty-six (26) weeks only by the amount of leave actually taken.

If the intermittent or reduced-leave schedule is foreseeable based on planned medical treatment or the employee is taking Service Member Family Leave, the employee may be required to transfer temporarily to an available alternative position which better accommodates recurring periods of leave. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties.

### **Employee Notice Requirement**

Whenever the leave is foreseeable, the employee shall provide the Superintendent with thirty (30) day notice. If there is insufficient time to provide such notice because of unforeseeable events, the employee shall provide such notice as soon as possible and practical, generally not later than the next business day after the employee realizes the need for leave. Failure to follow the leave notice requirements may result in delay of obtaining the leave. Employees will still be required to comply with the absence reporting procedures at their buildings.

When planning medical treatment or taking leave pursuant to Service Member Family Leave, the employee must consult with the Superintendent and make a reasonable effort to schedule the leave so as not to unduly disrupt the regular operation of the Corporation, subject to the approval of the healthcare provider.

### **Substitution of Paid Leave**

The Board shall require the employee to substitute (i.e. run concurrently) any of his/her earned or accrued paid leave (e.g. sick leave, personal leave, vacation leave, compensatory time) for unpaid FMLA leave [see General Leave Entitlement (A) and (B) and Service Member Leave Entitlement (E)].

The Board shall require the employee to substitute any of his/her earned or accrued paid vacation, personal leave or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for either reason (C) or (D) under General Leave Entitlement or (F) under Service Member Leave Entitlement. The Board shall require the employee to substitute any of his/her earned or accrued paid vacation, personal leave, family leave or sick leave (per the applicable collective bargaining agreement) for unpaid Service Member Family Leave. If the employee has not earned or accrued adequate paid leave to encompass the entire twelve (12) week period of FMLA leave or twenty-six (26) week period of Service Member Family Leave, the additional weeks of leave to obtain the twelve (12) weeks of FMLA leave or twenty-six (26) weeks of Service Member Family Leave, the employee is entitled to shall be unpaid. Whenever an employee uses paid leave in substitution for unpaid FMLA leave/Service Member Family Leave, such leave counts toward the twelve (12) week/twenty-six (26) week maximum leave allowance provided by this policy.

### **Corporation Notice Requirement**

The employee will be notified when the Corporation intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing and should be given within five (5) business days of the request. When verbal notice is given, it will be followed by written notice within five (5) business days. In the case of intermittent or reduced schedule leave, only one (1) such notice is required unless the circumstances regarding the leave have changed. If sufficient information about the reason for the employee's use of paid leave isn't known, the Benefits Specialist may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once it's determined that a paid leave is for an FMLA leave-qualifying reason, the employee will be notified within five (5) business days that the paid leave will count toward the employee's twelve (12) week FMLA-leave entitlement. The notification will indicate whether the employee is required to provide a fitness-for-duty certification to return to work.

### **Leave Limits**

In cases in which the Board employs both spouses, the total amount of FMLA leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse or a child. Additionally, the aggregate number of work weeks of leave to which both the husband and wife may be entitled pursuant to this policy is limited to twenty-six (26) work weeks during the single twelve (12) month period provided for in the Service Member Family Leave provision if the leave is taken pursuant to Service Member Family Leave or a combination of general FMLA leave and Service Member Family Leave.

### **Certification**

When FMLA leave is taken for the employee's own serious health condition or to care for a spouse, parents, or dependent child with a serious health condition, or Service Member Family Leave is taken, the employee must provide medical certification from the healthcare provider of the eligible employee, his/her immediate family member, or the next of kin of the individual.

The employee may either:

- submit the medical certification to the Benefits Specialist; or
- direct the healthcare provider to transfer the medical certification directly to the Benefits Specialist, which will generally require the staff member to furnish the healthcare provider with an HIPAA-compliant authorization.

Employees are not eligible for leave pursuant to this policy if they work elsewhere during leave pursuant to this policy.

In the event the employee fails to provide medical certification, any leave taken by the employee is not FMLA leave/Service Member Family Leave.

When the need for FMLA leave is foreseeable and at least thirty (30) days' notice has been provided, the employee must provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the Benefits Specialist within fifteen (15) calendar days after the employee requests FMLA leave unless it is not practicable under the circumstances to do so despite the employee's diligent and good faith efforts.

Any dispute over eligibility for FMLA leave shall be discussed between the employee and Superintendent. The Corporation shall be responsible for maintaining a record of those communications.

The Corporation reserves the right to obtain, at its expense, the opinion of a second healthcare provider and, in the event of conflict, the opinion of a third healthcare provider whose decision shall be binding and final. The employee may either:

- submit the opinion of the second healthcare provider, and the opinion of the third healthcare provider if applicable, to the Superintendent; or
- direct the second or third healthcare provider to transfer his/her opinion directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event that the employee fails to provide the medical opinion of the second or third healthcare provider, if applicable, any leave taken by the employee is not FMLA leave.

An employee who takes leave for reason (D) under General Leave Entitlement, prior to returning to work, must provide the Benefits Specialist with a statement from his/her healthcare provider that s/he is able to resume work.

An employee seeking to take leave pursuant to reason (E) or (F) under Service Member Leave Entitlement must submit, in a timely manner to the Benefits Specialist, an appropriate certification as described by Federal regulations.

### **Insurance Coverage During Leave**

During FMLA approved leave, the Corporation continues contributions for the insurance plans in which the employee is enrolled. The employee is still responsible for the employee contribution. If an employee exhausts FMLA allowance and goes into unpaid leave they are responsible for both the employer and the employee premiums. If an employee extends a maternity leave past the allotted number of days, you will be responsible for both the employer and employee premiums. If you don't pay your premiums, CGCSC reserves the right to terminate your coverage while you are on leave.

## **MILITARY LEAVE**

The School Board recognizes that military service by certified staff members is a service benefiting the entire school community and the Board is committed to supporting this service by providing military leave to eligible certified staff members. The Board reserves the right to establish conditions for leaves of absence for military service and reemployment in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) as amended and Indiana law.

As used in this policy, "military service" means the performance of duty on a voluntary or involuntary basis in a uniformed service of the United States, including:

- Federal active duty including Reserve and Guard members who have been called up;
- Federal active duty for training;
- Initial federal active duty for training;
- Inactive duty drills and annual training;
- State active duty for the Indiana National Guard;
- Absence from work for an examination to determine a person's fitness for federal or State duty
- Funeral honors duty.

Any teacher who is a member of the US Armed Forces, Reserves, or National Guard unit and who shall be absent to attend a meeting or other activity of the unit during a school day or days shall be excused from said teacher's contracted obligations to the School Corporation for the period of military service, not to exceed fifteen (15) school days during any calendar year. The teacher's compensation for this period of time shall be the regular salary less military compensation.

You may apply for a leave of absence if you are a member of the Indiana National Guard, a reserve component of the U.S. Armed Forces, or a retired member of the naval, air, or ground United States of America, or on training duty for the State, by order of the Governor or reserve-component authority. Contact the Human Resources Department immediately following notification of your active duty. See "Your Rights under USERRA" for more information.

## **VACANCIES AND TRANSFERS**

A voluntary transfer is any change in a teacher's grade level, majority of assignment, building, or a move to a specialized program requested or initiated by the teacher. An involuntary transfer is any change in a teacher's grade level, majority of assignment, building, or a move to a specialized program that is not initiated or voluntarily agreed to by the teacher.

### **Vacancies**

Written notice of all vacancies in teaching and extra-curricular positions to be filled by the Board shall be posted on a bulletin board in each school building and on the Corporation website. Each written notice shall state the job title, duties, pay, license, and other requirements for the vacant position, and the closing date for applications for the posted position. Posting shall be for a minimum of ten (10) calendar days unless the Superintendent declares that an emergency exists and the position must be filled without posting or by posting for less than ten (10) calendar days.

The Superintendent (or designee) shall consider every written application received by the closing date in making his/her recommendation for filling any vacancy in a teaching position or extra-curricular position to the Board. After final action by the Board concerning a vacancy, each applicant shall be notified in writing of the Board's decision concerning the vacancy. Upon written request to the Superintendent, submitted within ten (10) calendar days of notice of the Board's decision, an applicant shall be provided with a written statement of reasons for the Board's decision concerning the vacancy.

### **Voluntary Transfers**

Teachers may apply for a transfer to a different building or assignment by submitting a transfer form to the Human Resources department. The request will be kept on file for the current school year. The Superintendent will consider the request prior to Board action to filling any vacancy for which the requesting teacher is licensed. The request will be made on the Transfer Form that is available online in the Staff section at [www.centergrove.k12.in.us](http://www.centergrove.k12.in.us). If selected, the requesting teacher could be called to interview for the open position.

### **Involuntary Transfers**

Transfer of teachers shall be done on a voluntary basis where possible. However, the administration reserves the right to transfer teachers as needed when it is in the best interest of the Corporation. To implement transfers, the Superintendent (or designee) will seek volunteers from the teachers licensed for the position. If a volunteer does not come forward for the transfer, the Superintendent will recommend teacher transfers to the Board for approval based on factors such as: teacher grade level and/or subject experience, teacher effectiveness rating, and years of experience.

A teacher involuntarily transferred to another building, or during the school year within the same building, will be paid up to two (2) days in half-day increments as outlined in Curriculum Workshops/Professional Development, Section B of the *Master Teacher Contract* for any time spent outside the contractual time.

In the event a building is opened or closed, the administration and UTACG will develop procedures to facilitate the movement of teachers and materials.

## **WORKERS' COMPENSATION BENEFITS**

Eligible Participant – All employees are covered whether they are faculty, staff, full-time, hourly, etc. (volunteers and independent contractors are not covered).

Regardless of the severity of the injury, all incidents should be reported to your immediate supervisor immediately and an accident/incident report must be completed. Reports must be reviewed by the building/department administrator and forwarded to the Human Resources Department within five (5) days after the occurrence and knowledge thereof. If you do not report the injury, there will be no documentation the injury was work related, and you could jeopardize your eligibility for work related coverage under Indiana Workers' Compensation.

Workers' Compensation provides benefits to employees who sustain injuries by accident arising out of and in the course of their employment. In the State of Indiana, employers are required by law to provide Workers' Compensation coverage for their employees either by purchasing coverage through an insurance company or by becoming self-insured. At CGCSC, we are self-insured through the ISESC WORKERS' COMPENSATION PROGRAM and BRENTWOOD SERVICES ADMINISTRATORS is responsible for the processing of claims – including review of claims, payment of benefits, and denial of claims.

### **Work-Related Injury/Illness Procedures**

1. You are injured.
2. You report your injury immediately to your supervisor, regardless of the severity of the injury, and an Employee Accident Report is completed. All reports must be completed in detail and reviewed by your immediate supervisor, CGCSC medical personnel (if applicable), and department director/building principal and forwarded to the Human Resources Department within two (2) days after the occurrence and knowledge thereof. If you do not report the injury, there will be no documentation the injury was work related, and you could jeopardize your eligibility for work-related coverage under Indiana Workers' Compensation.

**If outside medical treatment is provided, a copy of the  
Employee Accident Report must be completed within 24 hours of the injury.**

3. If medical treatment is needed, you must go to **Franciscan ExpressCare Greenwood until Concentra Greenwood opens.** to be seen by a physician, unless it is an emergency situation. **You are required to have a Workers' Compensation Authorization for Treatment / Employee Work Ability form in order to be treated.**
4. At some point, the treating physician will either release you to return to Regular Duty or release you to Modified Duty. **Your attending physician must complete a Workers' Compensation Employee Work Ability form to designate your work status.**
5. After you have received medical treatment, you must report back to your supervisor immediately. If you are released to Modified Duty (work with restrictions), your attending physician must complete the Employee Work Ability form in detail for Transitional Employment Plan (TEP) consideration. It is your responsibility to inform your supervisor that you have been released to work with restrictions. **When an injured employee is released to work in the TEP by their treating physician, participation in the TEP is mandatory if modified work is available.**
6. You must report back to work as soon as the physician releases you, with or without work restrictions. After you have returned to work, you will meet with your director to review your medical restrictions.



7. Your director will find work for you under the TEP that is consistent with your doctor's restrictions and limitations. He/she will talk to you about what your modified duties are, where they are, and when you are to report to them.
8. You and your director will review the TEP Employee Information Sheet as well as review and then sign the TEP Assignment Agreement (with acknowledgement of work capabilities) which clearly defines the TEP assignment and the length and dates of your assignment.
9. You must report to your TEP assignment as directed by your director.
10. During your TEP assignment you are required to communicate with your supervisor on your medical status and potential change in job duties. Your progress will continue to be monitored by your treating physician and the Third Party Administrator (TPA), Crawford & Company. It is your responsibility to perform within your treating physician's restrictions and limitations.
11. You can only return to your regular duties when your treating physician has cleared you in writing to do so. When the treating physician releases you to Regular Duty, you must let your director/supervisor know immediately.

### **What is a Compensable Claim?**

For a claim to be covered under Workers' Compensation, it must fall within the limits of the Workers' Compensation guidelines as an injury by accident rising out of and in the course of employment. If an injury occurs at the work site and during work hours, it does not mean that the claim will automatically be covered.

Listed below are a few examples to further explain:

- Slip & Fall – There must be a direct relationship between the injury and the employment.
- Parking Lot – The time and place of the injury must be associated with the employment.
- Travel – Employees attending work related and work sponsored conferences or meetings in the course of employment would be covered.
- Occupational Disease – An example is a nurse exposed to a patient with hepatitis.

However, ordinary diseases of life to which the general public is exposed are not covered (i.e., the flu).

### **What Benefits are Available?**

- Medical treatment – You are entitled to necessary medical care for treatment of injuries. CGCSC has the choice of physician. If necessary, you should proceed to **Franciscan Express Care Greenwood, 1001 N. Madison Ave (317) 528-7500. Once Concentra Greenwood opens, 853 N. Emerson Ave, Suite B (317) 886-0512, you will report there.. You are required to have a Workers' Compensation Authorization for Treatment form in order to receive medical treatment.**
- Lost Wage Benefits – When a compensable injury renders an employee Unable to Work, compensation for lost wages is paid starting on the eighth (8<sup>th</sup>) calendar day. The employee will not receive compensation for the first seven (7) calendar days (Waiting Period) unless he/she is still designated as Unable to Work on the twenty-second (22<sup>nd</sup>) calendar day. Ind. Code §22-3-3-7(a). The first weekly installment of compensation is due fourteen (14) days after the disability begins. No later than fifteen (15) days from the date that the first installment is due, the employer/carrier must tender to the employee an Agreement to Compensation, along with compensation due. Ind. Code §22-3-3-7(b).

- Permanent/Partial Impairment Benefits – A monetary award an employee is entitled to if an injury results in permanent loss of use or function of a particular part of the body.
- Death Benefits
- Appeal Process

## **Workers' Compensation Leave of Absence**

If an employee experiences functional limitations due to a work-incurred medical impairment(s), the employee and immediate supervisor will attempt to identify productive and medically appropriate work activities for the employee through the Transitional Employment Plan (TEP) If a return to productive and medically appropriate work activities is not possible, accrued sick, vacation and personal leave may be used to supplement temporary disability payments received under the Indiana Workers' Compensation Act.

1. Insurance Coverage During Leave – During a Workers' Compensation paid leave, the Corporation continues contributions for the insurance plans in which the employee is enrolled. The employee is still responsible for the employee contribution. If an employee is receiving temporary disability payments while on an unpaid Workers' Compensation leave, the Corporation continues to pay the CG contribution and will also pay the employee contribution for the medical plan in which the employee is enrolled. The employee will be required to make up any missed deductions/premiums upon their return to work.
2. Sick Leave Accrual – Any sick leave accrued while the employee is not working will be credited only upon the employee's return to work.

## **Use of Accrued Sick and Vacation Leave**

1. Use of Leave on Day of Injury/Illness – The actual date of injury is not counted as part of the seven (7) calendar day Waiting Period nor is time missed exclusively for physician appointments. Employees will be paid for a full day of work on the date of injury regardless of what time the employee leaves work. Thus, an employee would not be required to use sick, vacation or personal leave when seeking medical care on the actual date of injury.
2. Use of Leave During Waiting Period – Temporary disability payments begin on the eighth (8<sup>th</sup>) calendar day after the injury date. The first seven (7) calendar days are considered a Waiting Period during which time temporary disability benefits are not paid (unless the employee is off work for more than 21 calendar days).

The employee may choose to use accrued leave during the waiting period. A Supplemental Leave Election form is used to select this option. **If the employee fails to make an election within ten (10) working days from the notice date on the election form, leave days will automatically be used during the Waiting Period (Sick Leave, then Vacation Leave, then Personal Leave).**

3. Supplemental Benefits Options after Waiting Period – If an employee receives Workers' Compensation temporary disability payments, the employee may choose to use accrued leave, so that the sum of the Workers' Compensation temporary disability payment plus paid leave equals the pre-disability salary. The employee may choose from two options:

Option A – Use of Sick, Vacation and/or Personal Leave

## Option B – Leave without Pay

If the employee chooses Option B, the employee receives Workers' Compensation payments but does not receive any Corporation pay.

A Supplemental Leave Election form is used to select an option. **If the employee fails to make an election within ten (10) working days from the notice date on the election form, Option A will be selected for the employee (Sick Leave, then Vacation Leave, then Personal Leave).**

### **Leave Without Pay**

An employee who is receiving Workers' Compensation temporary disability payments will not be placed on leave without pay unless the employee's supplemental leave has been exhausted or the employee has selected supplemental leave Option B.

#### *Additional Contact Information*

Brentwood Services Administrators  
Indiana Workers' Compensation Board

(877) 690-6860  
(317) 232-3808

#### *Supporting Documents*

Workers' Compensation Notice

## E-LEARNING / INCLEMENT WEATHER