



# Center Grove Community School Corporation

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# Support 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.*

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# INTRODUCTION

## Center Grove Community School Corporation (CGCSC)

### Vision Statement

All students receive an **Exceptional Educational Experience**  
#E3CG

### 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; please, discuss them with your immediate supervisor or building administrator.

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.

CGCSC reserves the right to administer, interpret and modify or deviate from the handbook as it deems appropriate, and these changes may be made with or without notice. This handbook should not be interpreted as an employment contract. The employment relationship is and remains at-will, subject to termination by the employer at any time for any reason. You also may terminate your employment at any time without cause. Any changes from this at-will relationship may only be made in writing signed by CGCSC Administration.

### Board of School Trustees

Scott Alexander  
Amy Counts  
Rob Daniels  
Joe Hubbard  
Jack Russell

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 of our students to achieve their maximum potential as students, as citizens and as productive members of society.

# ORGANIZATION OF CGCSC

## THE 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 of School Trustees is responsible for establishing and evaluating all educational activities.

## THE 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 AND SUPERVISORS

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

## SCHOOL EMPLOYEES

Each person who works for the CGCSC is employed for a specific job which supports the vision and policies of our School Corporation. Support employees are hired in full-time, part-time, temporary, exempt and non-exempt status.

- Full-time Status  
Employees hired to fill a position that represents full-time equivalency.
- Part-time Status  
Employees hired to fill a position that represents part-time equivalency.
- Temporary Status  
Employees hired in a position temporarily or for a specific period of time.
- Exempt Status  
Employees employed in an executive, administrative or professional capacity and who are not covered by the federal minimum wage and overtime laws.
- Non-exempt Status  
Employees who are not employed in an executive, administrative or professional capacity and who are covered by the federal minimum wage and overtime laws.

## CHAIN OF COMMAND

As in any organization of our size, it is important to know who to go to when you have a concern or a question. If you have a concern or a question, start with your immediate supervisor. If your immediate supervisor does not know the answer, he/she will be able to direct you to your next contact. Most concerns or questions can be answered by your immediate supervisor. If your concern is about your immediate supervisor, contact the Assistant Superintendent of Human Resources and Technology. When in doubt, always ask!

## EMPLOYEE LEVELS

### LEVEL "A"

#### ADMINISTRATORS

- Superintendent
- Assistant Superintendent
- Director of HR & Student Services
- Director of Elementary Teaching & Learning
- Director of Secondary Teaching & Learning
- Director of Elementary Special Education
- Director of Secondary Special Education
- Director of School Counseling & Mental Health
- Coordinator of Connected Learning
- Special Programs Coordinator
- Academy Coordinator
- Principal of High School
- Assistant Principal of High School
- Dean of High School
- Athletic Director of High School
- Assistant Athletic Director of High School
- Principal of Middle School
- Assistant Principal of Middle School
- Dean of Middle School
- Principal of Elementary
- Assistant Principal of Elementary

### LEVEL "B"

#### DIRECTORS & COORDINATORS

- Director of Infrastructure Technology
- Director of Transportation
- Director of Facilities
- Executive Director of Communications
- Chief of Police
- Director of Food Services
- Coordinator of Data Management
- Corporation Treasurer
- Assistant Director of Facilities
- Assistant Director of Transportation
- Aquatics Director
- Assistant Director of Food Nutrition

### LEVEL "C"

#### CUSTODIANS

- Building Custodian
- Lead Custodian

#### FOOD SERVICE

- Treasurer
- Support Specialist
- Managers
- Assistant Managers

#### HEALTH SERVICES

- Coordinator
- Nurse-RN

#### MAINTENANCE & GROUNDS

- Technician I
- Technician II
- Electrician
- HVAC
- Grounds

#### SECRETARIAL & OFFICE

- Attendance
- Registrar
- Secretary
- Specialist
- Office Assistant
- Receptionist
- Treasurer
- Communications Assistant

#### SCHOOL RESOURCE OFFICER

#### ASSISTANTS

- Accompanist
- Alternative Education
- Cafeteria Monitor
- Classroom
- ISS
- Labs
- Paraprofessionals
- Special Service
- Study Hall
- Title I

#### TECHNOLOGY

- AV Technician
- Software Specialist
- Data Specialist
- Systems Administrator I
- Technology Assistant L4 thru L1

#### TRANSPORTATION

- Driver
- Bus Monitor
- Routing Coordinator-Supervisor
- Maintenance-Supervisor
- Maintenance L4 thru L1



# GENERAL TERMS OF EMPLOYMENT

## CONDITIONS OF EMPLOYMENT

Before a support staff employee can be hired and placed on payroll, the following items shall be collected:

- Complete Application
- Criminal Background Check Form (see below)
- Withholding Tax Exemption Forms (W-4 and WH-4)
- Employment Eligibility Verification Form (I-9)
- Race/Ethnicity Form

### **Criminal Background Check**

Because of the strong commitment of the Board to hire individuals who do not pose a risk of physical, emotional or psychological harm to children, the CGCSC will conduct a thorough criminal background check.

Before the background check can be conducted, individuals will be required to sign a Release giving CGCSC the right to conduct the investigation and pay a background check fee (approximately \$31.50 depending on the number of counties lived in by the employee). If, at any time, the background check discloses any misrepresentation on the individual's initial application or other employment related documents, any felony conviction, or any misdemeanor convictions involving violence, theft, dishonesty, fraud, abuse, drugs or sexual misconduct, a prospective employee may not be considered for employment and a currently active employee may be terminated.

Questions or concerns regarding background checks should be directed to the Human Resource Department.

### **Nurse Candidates**

All final candidates for a Nurse position will be expected to present a copy of their professional license and CPR certification.

### **Title I Assistant Candidates**

All final candidates for a Title I Assistant position will be expected to meet one of the following academic requirements:

- \*Must have at least an academic associate degree; or
- \*Must have completed at least two (2) years of college in education; or
- \*Must have passed the ParaPro test ([www.ets.org](http://www.ets.org))

### **Once a support staff employee is hired they must complete the following items before the 60-working day introductory period is complete:**

- Successful Completion of Physical Examinations (Custodians)
- Necessary Certifications Specific to Position
- Special Service Assistants and Bus Monitors must complete the 101 U-demy Certification.

## **RULES OF CONDUCT**

Rules are needed in any organization, and at CGCSC the following rules exist because they are essential for the safety, welfare, morale, and general well-being of our students, co-workers, and ourselves, for the protection of property, and for the effective operations of the CGCSC. A violation of these rules as well as rules listed in any department handbook may lead to a reprimand, suspension, or dismissal. The following behaviors may subject you to immediate dismissal or other disciplinary action without previous warning:

- Falsifying employment application
- Refusal to do the job assigned; willful disobedience (insubordination) of job instructions and or orders; willful restriction of efficiency and output; proven incompetence
- Taking unapproved Loss of Pay Day
- Excessive tardiness; unauthorized absence; failure to notify supervisor of absence, leaving assigned duty without prior authorization.
- Fighting, immoral behavior, or indecency
- Intoxication or drinking on duty
- Sale of controlled substances is prohibited
- Use of an illegal non-prescribed prescription or illegal drug is prohibited
- Use or possession of tobacco products is prohibited on school property
- Gambling on premises
- Engaging in excessive horseplay or other acts endangering self, other employees or violation of safety regulations
- Deliberate or intentional release of confidential information
- Willful and deliberate destruction, damage or defacement of CGCSC property or equipment
- Use of obscene or abusive language
- Theft
- Intentional falsification of payroll sheets, or other CGCSC records, writing time in or out on another employee's payroll sheet
- Soliciting or accepting gifts other than those of small intrinsic value
- A threat of any act that would endanger life or property
- Texting, using a cell phone, or any mobile device is prohibited while operating a school vehicle
- Threatening, intimidating, coercing or bullying fellow employees or students
- Discourteous, unethical, or insubordinate conduct with students, parents, visitors, co-workers, or supervisors
- Substandard work performance, negligence, loafing or sleeping on the job; misuse of CGCSC time
- Failure to report to the building principal or your immediate supervisor any job-related injuries or any injuries on school property within 24-hours
- Posting unauthorized or controversial matter on the bulletin boards, or removing posted material without authorization
- Unauthorized soliciting, in any form of CGCSC employees, students or visitors
- Other acts, incidents, or conduct which may adversely affect the efficient operation of CGCSC or in any way jeopardize the safety, welfare, morale, or general well-being of employees, students or visitors

The rules stated above are meant as a guide. Other conduct deemed contrary to the mission of CGCSC, though not listed, may be grounds for disciplinary action or dismissal.

## **ACCEPTABLE USE POLICY**

CGCSC is committed to the effective use of technology, which offers vast, diverse, and unique resources to our students and staff. This includes incorporating activities and programs aimed at promoting educational excellence by facilitating resource sharing, research, innovation, and communication. The "Technology System" referred to in this document includes all Corporation computers, telecommunication resources, and services, such as host computers, laptops, peripheral devices, software, telephone systems, and internal or external communication networks (Internet, on-line services, bulletin boards, and e-mail systems) that are accessed directly or indirectly from the Corporation facilities.

The Acceptable Use Policy has been established so students and staff are aware of the responsibility governing the use of technology systems in the CGCSC. Self-discipline, responsibility, and cooperation are encouraged for the efficient operation of the technology environment. Students, parents, and school personnel share the responsibility for effectively implementing and reinforcing the Internet as an educational tool. Noncompliance with this policy will result in sanctions and/or prohibition of the technology services and be subject to disciplinary action by school administration. The use of the technology services is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. These guidelines require the ethical and legal utilization of the technology resources provided by the CGCSC.

Access to computer hardware and software is provided to students and staff for the purpose of enhancing curriculum, instruction, and assessment, as well as promoting the efficiency of school operations. Any media produced, transmitted, or stored, as a result of the technology system will remain the property of the CGCSC. Accordingly, the CGCSC reserves the right to inspect and monitor any and all aspects of the technology system at its sole discretion, including files, e-mail, and other electronic transmissions, produced by or stored within the system.

The CGCSC reserves the right to revoke a user's access at any time and may confiscate any media or copies of any media produced, transmitted, or stored as a result of the technology system. The CGCSC is responsible for enforcing this policy, the authorization of user access to the system, and the maintenance of all software and hardware licensing documentation, in compliance with Federal and State laws. All users have a responsibility to acknowledge and abide by this policy. Each individual has the obligation to report potential or actual violations of this policy to school personnel. The use of the Internet resources which violates any local, state, or federal laws is prohibited. Violations of this policy may result in disciplinary action, including termination of technology system access rights, and/or legal action if there is a violation of the law. Users may also be held personally liable for their actions.

### **Terms and Conditions**

All users are responsible for complying with software license agreements, copyright, and other Federal and State laws governing property rights. Users are also responsible for safeguarding their passwords for the technology system and for any and all transactions made using those passwords.

Users are not permitted to reveal personal information, such as address, phone numbers, credit card numbers about themselves or other students, faculty, and staff.

Users requiring access to the technology system must obtain permission from and be supervised by school personnel. Illegal or unauthorized access to the technology system will not be tolerated. Users will be assigned network space for saving data; accessing other areas, or attempting to access other areas, on the network is a violation of this policy. It is strictly forbidden to use the Internet resources to access another person's materials, information, or files without that person's permission. The technology system is intended to be used for educational and school business-related purposes only. Any media produced and/or transmitted

by electronic communication must comply with Federal and State laws, as well as school policy. Product advertising, political lobbying, purchasing personal items or services, and solicitation while using the technology system is prohibited.

Users are not to utilize the system in such a way that it restricts, inhibits, or disrupts other system users, services, or equipment. Accessing, transmitting, uploading, downloading, or distributing of defamatory, abusive, obscene, profane, sexually-oriented, threatening, harassing, racially offensive, illegally discriminatory, or other illegal materials is prohibited.

All hardware and software installations on CGCSC equipment must be performed or supervised by authorized school personnel. Violating copyrights or otherwise using another person's property without prior approval or proper citation is not allowed. Transmitting any material in violation of any local, State, or Federal statute, rule, regulation, code, ordinance, or other authority is prohibited. This includes, but is not limited to the plagiarizing of material, infringement upon copyrighted materials, threatening or obscene material, or material protected by trade secrets. Using non-approved materials or software for the purpose of damaging hardware and data, as well as introducing computer viruses into the system environment is a serious violation. Vandalism includes, but is not limited to any attempt to harm or destroy data, the Corporation's networking system, or any of the agencies or other networks connected to the technology system, which includes the Internet. This includes uploading, downloading, or the creation of computer viruses. Removing or rearranging permanent computer equipment and software without prior approval is considered vandalism. Users are not permitted to take equipment off-site without permission from an administrator. Vandalizing, damaging, stealing, or disabling the property of another individual, organization, or school is a serious violation and subject to strict disciplinary action according to school policy, as well as local, State, and/or Federal laws.

E-mail is designated for educational purposes only. Personal correspondence, announcements, and/or other casual communications should be conveyed through other means. E-mail systems and all media produced, transmitted, and/or stored will remain the property of the CGCSC. School personnel will inspect and monitor the technology system and the media produced, transmitted, and/or stored as deemed appropriate to ensure compliance with this policy.

CGCSC cannot guarantee privacy, confidentiality, or prevent access to inappropriate material on the technology system, which includes the Internet. Every precaution will be taken to prevent unsolicited materials from being placed on the system. Therefore, only authorized school Internet accounts are permitted for use on the technology system. Strict adherence to the provisions of the Acceptable Use Policy will ensure that Internet transmissions are consistent with the Corporation's standards of ethics and conduct. CGCSC will make available all Internet-related policies and procedures for review by all parents, guardians, school employees, and other community members. Parents or legal guardians may request, in writing, alternative activities not requiring Internet access.

## **BLOOD BORNE PATHOGENS EXPOSURE CONTROL PLAN**

CGCSC is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this endeavor, an Exposure Control Plan (ECP) has been provided to eliminate or minimize occupational exposure to blood borne pathogens in accordance with OSHA standard 29 CFR 1910.1030, "Occupational Exposure to Blood Borne Pathogens."

The following is a list of all job classifications in which all employees have occupational exposure:

- Nurses and Clinic Assistants – All schools
- Special Education Teachers and Assistants – All schools
- Coaches of contact sports and their Assistants - Middle and High Schools
- Athletic and Student Trainers - High School
- Bus Drivers of students with special needs- Transportation Department

- Industrial Technology Teachers – Middle and High School
- Principals and Assistant Principals – All schools
- Custodians and Maintenance Staff – All buildings
- School Resource Officers – All buildings

The following is a list of job classifications in which some employees have occupational exposure. Included is a list of tasks in which occupational exposure might occur:

- Bus Drivers - Care of students who become ill or injured on the bus
- Teachers and Teaching Assistants – playground duty, art class, gym class

The provisions of the standard will be met for these employees by assuring that all are instructed yearly in Universal Precautions and Blood Borne Pathogens.

## **BUILDING SECURITY**

If you have access to the building during “locked” hours, be sure you follow all procedures for securing the building and ensuring the doors are closed and locked at all times. We follow this security procedure to protect our property, as well as, employees and volunteers who may be working outside regular working hours.

Once your background check is cleared, and you are hired, you will be issued a Center Grove School Corporation identification card and keys if applicable to your position. **If your card or keys are lost or stolen, you must report it immediately to your Supervisor or the Secretary to the Assistant Superintendent of Operations at (317) 881-9326, extension 1608.**

If your identification card is lost, your card will be deactivated and replaced, and a \$8.00 replacement charge will be made if necessary. If you find an identification card, please turn it in to your supervisor immediately. If an employee loses a key, and a replacement has to be established, the cost to the employee will be \$7.00 per key. The issuance of building keys (physical key and/or ID/Key card) may be limited in order to maximize facility security. A record of all key holders is maintained, and key card activity is monitored at the maintenance facility. If you are authorized to have a key, you will be held responsible for any unauthorized use of that key.

Please respect the request of any security personnel working on Corporation property either in the building or in a parking area. If you have a question or concern about the request of any security personnel, bring it to the attention of your supervisor.

## **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 Asst. 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 Asst.

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.

## **CELL PHONE POLICY**

The temptation to make personal calls or access the internet on a cell phone is hard to resist for even the most conscientious of employees. These practices waste significant Corporation money and time. More seriously, as more laws are enacted governing the use of cell phones, employers find they can be held accountable for their employee's actions such as neglect when using a cell phone instead of serving or supervising students. CGCSC employees are expected to use their cell phones when on break or away from immediate responsibilities. Operating a school corporation vehicle while on the cell phone is strictly prohibited, except on emergency school related issues, and will result in disciplinary action if found to be in non-compliance with this policy.

## **CHILD ABUSE REPORTING**

If you have any reason to believe a student may be a victim of abuse or neglect, you are required by law and school board policy to report it to your supervisor or building principal immediately. School Board Policy 8462 states that as an agency of the State, the School Board is concerned with the physical and mental well-being of the children of this Corporation and will cooperate in the identification and reporting of cases of child abuse in accordance with law.

Each staff member employed by this Corporation shall be responsible for reporting immediately every case, whether ascertained or suspected, of abuse, abandonment, cruelty, or neglect resulting in physical or mental injury to a student by other than accidental means. The staff member or appropriate administrator if possible in the presence of the staff member shall immediately call the Child Protection Service or Johnson County Sheriff and shall secure prompt medical attention for any such injuries reported.

Information concerning alleged child abuse of a student is confidential information and is not to be shared with anyone other than the administration or the reporting agency. A staff member who violates this policy may be subject to disciplinary action.

**Note\*** Building principals are trained on how to handle child abuse matters and such reporting will not put your employment in jeopardy.

## **CONFLICT OF INTEREST**

Under the Indiana Criminal Conflict of Interest Statute, you are required to declare a conflict of interest if you, your spouse, or any dependent (including dependents by marriage) receive any financial benefits as a result of doing business with the CGCSC. You must fill out a form which is available at the Education Service Center.

## **DRUG, ALCOHOL AND TOBACCO POLICY**

CGCSC is a drug, alcohol and tobacco free site. The Board believes all students have the right to learn in an atmosphere that is conducive to their success. The possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the Corporation's activities is strictly prohibited. The abuse of drugs or alcohol by employees will have an adverse effect on the ability of the students to learn and on the ability of the staff to provide a meaningful educational program. The Corporation intends to provide a safe work environment and encourages personal health and considers the use or abuse of drugs or alcohol on the job by employees to be an unsafe and detrimental work practice. Violation of this policy will lead to disciplinary action up to and including immediate dismissal.

Smoking, vaping, inhaling, dipping, chewing or selling tobacco is strictly prohibited at any time, including non-school hours in any building facility, Corporation owned, rented, chartered vehicle, or on any school grounds, athletic facility, or parking lot. Violation of this policy will lead to disciplinary action up to and including immediate dismissal. All Corporation employees should act as role models for students, and shall, as a condition of employment, abide by the provisions of this policy.

## **POST ACCIDENT DRUG AND ALCOHOL TEST**

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.

## **EMPLOYEE SAFETY AND ENVIRONMENTAL SAFETY**

The CGCSC is committed to maintaining a safe and clean work environment. We expect everyone to share in this commitment. It is your responsibility to report any unsafe or potentially unsafe situations or conditions.

## **PERSONAL APPEARANCE**

The public often scrutinizes CGCSC and its employees. Some people may make a decision about the effectiveness of our schools based on their visual perception of our buildings and our individual personal appearance. Therefore, it is very important to project a positive image to visitors and students. You are required to dress appropriately for an educational environment, use good taste and modest judgment about a clean and neat personal appearance, and adhere to Board of Health/Safety regulations. Individual schools and certain departments have specific guidelines for staff. For example, uniforms are required for the Custodial, Maintenance, Transportation Mechanics, and Food Service. Tattoos which include offensive language, symbols, vulgar pictures or vulgar content should be covered while on CGCSC property. Be sure to follow the guidelines and regulations of the building and position to which you are assigned. Additional regulations and requirements may also be expected based on your specific position in the Corporation. If you have questions concerning your attire, please speak with your immediate supervisor for clarification.

When speaking with a staff member, student, parent, or community member, be sure you are positive, helpful, and polite. If you cannot satisfy him/her with a considerate and courteous answer, refer him/her to your supervisor. If you are discourteous to staff members, students, parents, or community members, disciplinary action may be taken. We educate students; first impressions are powerful and lasting. Be sure the first impressions you give are professional and positive. Remember, you are part of the CGCSC team!

## **EMPLOYEE CONDUCT**

### **Theft**

Theft is a criminal offense, a serious concern and will not be tolerated. CGCSC considers theft as any unauthorized use of corporation services, building, facilities or vehicles or taking property of any employee, student, or visitor on the premises of any corporation owned building, facility or vehicle. Theft will result in either immediate suspension or termination of employment and criminal prosecution

### **Damage to Corporation Property, Equipment, Facilities and Vehicles**

Any damage to CGCSC vehicles must be reported to your supervisor immediately. The damage will be assessed, and if discipline actions are necessary, your supervisor will follow proper discipline procedures as outlined in this handbook.

## **Confidentiality Issues**

Employees are expected to maintain confidentiality regarding students and staff in each building. Any employee who shares confidential information with another person not authorized to receive the information may be subject to discipline leading up to termination. This includes, but it is not limited to, information concerning assessments, grades, behavior, family background, alleged child abuse, and any other record information. See CGCSC Board of School Trustee Board Bylaws and Policy #4213 for more details regarding confidentiality.

## **Use of Technology**

Employees are expected to follow the guidelines and policies of the Acceptable Use Policy as it pertains to any and all technology owned and operated by CGCSC. Please refer to the Acceptable Use Policy under General Terms of Employment in this handbook.

## **Duty to Report Arrest or Criminal Charges**

In accordance with the CGCSC Board of School Trustees Bylaws and Policies #4120.02, "Where the arrest or charge occurs during a time when school is not in session, the employee or volunteer shall make the written report required by this policy to the Superintendent by first class mail within five (5) days. Upon receipt of the information about an arrest or charge against an employee or volunteer, the Superintendent or his/her designee shall assess foreseeable harm and impact on students of the arrest and/or charge and report any action taken as a result of the Board."

# **PERSONNEL MANAGEMENT**

## **DISCIPLINARY PROCEDURES**

Progressive discipline is used when rules, policies, directives, attendance, and expectations are not followed. Willful refusal to perform the duties of your job or follow the directives of your supervisor could result in termination.

If you are disciplined, you will have a meeting with your immediate supervisor to discuss the situation. Your supervisor will review the consequences with you, and a Discipline Report will be issued. Discipline is cumulative and will remain on the employee's record for three (3) years.

Progressive Discipline steps include but are not limited to the following:

Verbal Warning (with documentation to keep on file)

Written Warning

Suspension without pay – 1 day

Suspension without pay – 3 days

Termination

*Your supervisor reserves the right to skip any of the above steps based on your actions and the severity of each situation.*



## **UNLAWFUL HARASSMENT POLICY**

### **Harassing Conduct**

CGCSC is committed to providing employees with a work environment that is safe, secure, and free of intimidation, threats, and violence. The Corporation intends to maintain this commitment by responding immediately to substantial harassment.

Prohibited harassing conduct may include, but is not limited to vulgar or abusive language, slurs, derogatory comments or jokes, intimidation, negative stereotyping, threats, assaults, impeding or blocking another's movement or any physical interference with work or school activities, drawings or cartoons when directed at an employee upon any protected category.

### **Sexual Harassment**

Harassment because of sex includes sexual harassment, gender harassment and harassment based on pregnancy, child birth or related medical conditions. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature made by someone from or in the workplace or in the educational setting.

CGCSC strongly disapproves of and will not tolerate harassment in any form by its employees, supervisors, co-workers, or by or towards its students. Similarly, the Corporation will not tolerate harassment with whom the Corporation has a business, service or professional relationship. The Corporation is committed to taking all reasonable steps to prevent harassment directed at its employees whether it is committed by other employees, students or toward students, or vendors.

### **Reporting Harassing Conduct**

Any incident of possible discrimination or harassment should be reported immediately to your direct supervisor. In the event the report involves your immediate supervisor or you do not feel comfortable taking the report to your immediate supervisor, contact the Assistant Superintendent of HR and Technology in the Education Service Center. Every complaint will be investigated thoroughly and promptly.

### **Retaliation**

The Corporation will not tolerate retaliation against any employee for making a complaint of discrimination or harassment in good faith or for cooperating with an investigation. It is unlawful for anyone to retaliate against someone who files an unlawful discrimination or harassment complaint, someone who refers a matter for investigation, someone who participates in an investigation or complaint, or someone who represents or serves as an advocate for an alleged victim or alleged offender.

### **Bully Prevention and Intervention Policy (HEA 1423)**

Bullying is defined for Indiana schools in HEA 1423. According to IC 20-33-8-0.2, "bullying" means overt (intentional) unwanted, repeated acts or gestures including verbal or written communication, or images transmitted in any manner (including digitally or electronically), as well as physical acts committed, aggression, or any other behaviors that are committed by a student with the intent to harass, ridicule, humiliate, or harm the targeted student and create for the targeted student an objectively hostile school environment, places the targeted student in reasonable fear or harm to the targeted student's person or property; has a substantially detrimental effect on the targeted student's physical or mental health; has the effect of substantially interfering with the targeted student's academic performance; or has the effect of substantially interfering with the targeted student's ability to participate in or benefit from the services, activities and privileges provided by the school.

Bullying can include physical bullying, verbal bullying, social/relational bullying, and electronic/written communication.

### **Physical Bullying**

Physical bullying involves hurting a person's body or possessions. It includes hitting/kicking/punching, spitting, tripping or pushing, taking or breaking someone's things, and making mean or rude hand gestures.

### **Verbal Bullying**

Verbal bullying involves saying mean things. It can include teasing, name-calling, inappropriate sexual comments, taunting, or threatening to cause harm.

### **Social/Relational Bullying**

Social/relational bullying involves hurting someone's reputation or relationships. Social bullying involves telling other children not to be friends with someone, leaving someone out on purpose, spreading rumors about someone, or embarrassing someone in public.

### **Electronic/Written Communication**

Electronic/written communication involves cyber-bullying, collective or group note writing, any bullying undertaken through the use of electronic devices (computer or cell phone).

It is helpful to use these categories when identifying bullying behaviors. These categories are also used to collect data on incidents of bullying in schools by the Indiana Department of Education.

The state's definition of "bullying" means that administrators, teachers and other employees who supervise students will also need to know the meaning of these words. Because the Legislature did not define the meaning of these terms, courts will rule that the legislature intended the meaning to be that of normal, daily usage as defined in a dictionary. Webster's Seventh New Collegiate dictionary includes the following definitions of the statutory terms:

- A. Harass- "to annoy continually"
- B. Ridicule- "the act of exposing to laughter"
- C. Humiliate- "to reduce to a lower position in one's own eyes or others' eyes"
- D. Intimidate- "to make timid or fearful"
- E. Harm- "to injure"

Considerations in determining if the behavior meets the definition of bullying include:

- A. The history between the individuals. Have there been past conflicts? Have these individuals had a dating relationship? (This may not be considered bullying)
- B. Power differential. Is there an imbalance of power? (Power imbalance is not limited to physical strength)
- C. Repetition. Has this or a similar incident happened before? Is the individual worried that it may happen again?
- D. Are any of the individuals involved with a gang? (This may result in interventions different from bullying)

It is vital for all school staff and students to understand that there are different types of conflict they may experience. Some conflict is healthy and very natural. Other types of conflict may also be negative or against the rules but may not be considered Bullying. Because there are specific requirements in law for preventing, reporting, and addressing bullying in schools, teaching the differences is an important part of your prevention programming. Bullying occurs when all three elements referred to in the law (listed in this slide) are a part of the reported incident.

Relevant data collection and appropriate intervention in the area of bullying is strongly dependent upon the accurate assessment and identification of an incident as bullying or NOT bullying. You should include a way for students and staff to indicate whether the incident being reported meets the definition of bullying in your school policy, clearly inform students, staff, and parents when an incident reported does not meet the definition of bullying and why not, educate students and parents on the differences between bullying and other types of

conflict whenever you have the opportunity, and promote your clear and consistent evaluation of bullying reports and ALWAYS follow through on policies and procedures regarding bullying reporting and intervention.

### **Requirements for the DOE**

The Indiana Department of Education is working to provide guidance and resources for schools addressing bullying prevention. The goal is to provide support, resources, and encourage best-practice. A web-based resource will be available within the next 4-6 weeks with tools for continued professional development in the area of bullying prevention. The DOE is required to provide training and support for school safety specialists and safe school committees in order to assist schools in the development of policies, procedures, and intervention programs that address bullying prevention locally; identify specific categories of types of bullying for identification and reporting of bullying incidents, as well as to share guidelines for bullying prevention programming that include age-appropriate, research-based information.

### **Requirements for Local Schools According to HEA 1423**

School corporations shall establish discipline procedures that prohibit bullying and include provisions concerning education, parental involvement, and interventions. School corporations shall establish a detailed procedure for the expedited investigation of incidents of bullying. School corporations shall provide training to all employees and volunteers who have direct, on-going contact with students. No later than October 15 of each year, each public school shall provide age appropriate, research based instruction focusing on bullying prevention for all students in grades 1 through 12. School policies and procedures related to bullying “may be applied regardless of the physical location in which the bullying behavior occurred, whenever the individual committing the bullying behavior and any of the intended targets of the bullying behavior are students attending a school within the school corporation; and disciplinary action is reasonably necessary to avoid substantial interference with school discipline or to prevent an unreasonable threat to the rights of others to a safe and peaceful learning environment.” It is important for schools to note that the current law states that bullying that occurs among students is subject to policy and procedure regardless of the location of the incident.

This includes Bullying that takes place at extracurricular events, through social media, or during non-school hours. If the behavior causes a disruption in learning for any student, the school has the right and responsibility to intervene.

### **Requirements for Timely Investigation**

School corporations shall establish a detailed procedure for the expedited investigation of incidents of bullying. Procedures shall include appropriate responses to bullying behaviors wherever the behaviors occur, provisions for anonymous and personal reporting to a staff member, timetables for reporting bullying incidents to parents of all students involved, timetables for reporting bullying incidents to school administration, school counselors, superintendent, or law enforcement if / when necessary, discipline provisions for teachers, school staff, or administrators who fail to initiate or conduct an investigation of a bullying incident, and discipline provisions for the false reporting of bullying.

### **CGCSC’s Bully Prevention and Intervention Policy**

School Board Policy 5517.01 states “Bullying behavior toward a student, whether by other students, staff, or third parties is strictly prohibited and will not be tolerated. This includes physical, verbal, and psychological abuse. The board will not tolerate any gestures, comments, threats, or actions which cause or threaten to cause bodily harm or personal degradation. The policy applies when a student is on school grounds immediately before or during school hours, immediately after school hours, or at any other time when school is being used by a school group; off school grounds at a school activity, function or event; traveling to or from school or a school activity, function, or event; or using property or equipment provided by the school. Additionally, this policy applies regardless of the physical location when the individual committing the bullying behavior and any of the intended targets of the bullying behavior are students attending a school within the Corporation; and the bullying behavior results in a substantial interference with school discipline or an unreasonable threat to the rights of others to a safe and peaceful learning environment.” This can be found on

pages 24-25 in the high school handbook, page 17 in the MSC handbook, pages 15-16 in the MSN handbook and page 19 in the elementary handbook.

### **CGCSC's Reporting Protocols and Timetables**

Every incident should be reported to a building administrator by the end of the day of the incident using the form developed. Principals have a copy of the draft form, and the form will be available online.

### **CGCSC's Discipline Procedures**

All reported incidents determined to be bullying will be handled in accordance with the Student Discipline section as outlined in the student handbook and entered into Skyward.

### **CGCSC's Follow Up Services for Targeted and Bullying Students**

All follow up services will be handled through the office for student discipline and with counselors/home school coordinators for targeted students. For target students, intervention strategies include ongoing individual support like resiliency skill development or self-esteem development with a school counselor or social worker, outreach to parents to provide resources and information to encourage a team approach to support, increase school connectedness and involvement in after-school programs, provide resources for community organizations or community resources, and referral to a mentoring program. For bullies, intervention strategies include psycho-educational individual support such as empathy building, focus on increasing emotional intelligence and communication skills development, provide clear and consistent consequences to all school bullies, increase school connectedness and involvement in after-school programs, Positive Behavioral Interventions and Supports (PBIS), and referral to a mentoring program.

### **CGCSC's Bullying Prevention Instructions for all Students**

CGCSC's bullying prevention instructions for all students will be presented in a variety of ways including group presentations and working with counselors and individual classroom teachers supporting school rules and board policy. Each building will determine the best way to provide instruction to students.

### **Training**

Bullying is everyone's problem. It will only be controlled through a total school effort. Administrators, faculty and Educational Support Professionals (ESP) who may witness bullying in their school this year include teachers, instructional aides and substitute teachers, administrators and counselors, cafeteria staff, bus drivers, custodians, and parent volunteers. The state of Indiana recently passed new legislation with tougher anti-bullying laws. This new legislation will hold school administrators and the members of their staff accountable to how they respond to bullying when it occurs. It is important to know how to recognize bullying and the correct protocol for reporting an incident in the school. We all need to be aware of the definitions of bullying, how to recognize bullying when we see it, what are our school's protocols for reporting incidents to administrators, and how we can contribute to creating a safe school environment. Remember, it takes everyone working together to make your school a safe and supportive environment where every student feels welcome and ready to learn.

When you see something, do something. Intervene by separating the students involved. Get their names, but do not question students in front of other students. Report the incident following your school's guidelines. The students can then be questioned individually. Don't try to resolve the incident on the spot and don't assume that the students can work it out without adult help. They can't. When you intervene, your intervention provides immediate support to the target student, your commitment to becoming involved and intervening in peer maltreatment models the type of behavior you would like to see in your students, and you become an active contributor to a positive school culture.

### **Failure to Report**

A failure to report any bullying behavior could result in disciplinary action in accordance with the employee handbook or collective bargaining agreement.

## **INCLEMENT WEATHER / EMERGENCY SCHOOL DELAYS & EARLY DISMISSAL**

The Superintendent of Schools or his designee may delay or dismiss classes early throughout the school year due to inclement weather or other emergencies. Though classes may be delayed or dismissed early, you are expected to report to work or remain at work under the conditions listed below.

### **State or County-Wide Emergency or Health Department Emergency**

If there is a County-wide Emergency or a Health Department Emergency declared by the proper authorities, you will not be expected to report to work or remain at work. Employees may request vacation or personal leave.

### **Inclement Weather Delay Guidelines-Support/Classified Staff**

During inclement weather delays, non-exempt employees have three options:

1. Report to work at their normal time.
2. Do not report to work (do not work during the school delay time) but use personal or vacation time in order to be paid for the delay time.
3. Do not report to work (do not work during the school delay time) and take unpaid time off using the "Inclement Weather" for the time off reason code in Skyward Employee Access.

### **Exempt Employees\* (Salaried)**

CGCSC recognizes the professionalism of exempt employees, who will exercise sound judgment in reporting to school on days when there is a weather delay. Exempt employees are expected to communicate with their building administrator or supervisor regarding when they will be able to arrive safely, if not at their regular time.

*\*Note: Employees, who are considered essential due to their job responsibilities during inclement weather, are expected to report at their regular time.*

## **E-LEARNING DAY CLOSURE GUIDANCE-SUPPORT/CLASSIFIED STAFF**

### **School, Classroom and ESC Non-Exempt Employees\* (hourly)**

When a school closure is called and the make-up day will be an eLearning Day, non-exempt employees (hourly) do not report to work and will have three options:

1. Work additional time in the current or next pay period to make up a workday due to the closure. If the additional time cannot be completed in the current pay period, then the employee should enter the time into Skyward Employee Access using "eLearning" for the time off code and "eLearning" for the reason code.\*\*
2. Take leave time by using personal, comp, or vacation time in order to be paid for the day.
3. Take lost time by entering the time into Skyward Employee Access using "Lost Pay Hours" for the time off code and "eLearning" for the reason code. (Note - Inclement weather/e-Learning are the only exceptions to using the lost time code if you have remaining personal, comp, or vacation time available to use.)

*\*Note: Eligible employees may work from home with approval from their direct supervisor. Approved employees must document to their direct supervisor the type of work performed by the end of the work week.*

### **Non-Exempt Employees\* (hourly)Transportation and Food Service**

When a school closure is called and the make-up day will be an eLearning Day, **the first 2 days** will be flexed on your work schedule to the end of the school year. Beginning with the **3rd closure** employees have three options:

1. Work additional time in the current or next pay period to make up a workday due to the closure. If the additional time cannot be completed in the current work week, then the employee should enter the time into Skyward Employee Access using “eLearning” for the time off code and “eLearning” for the reason code.\*\*
2. Take leave time by using personal, comp, or vacation time in order to be paid for the day.
3. Take lost time by entering the time into Skyward Employee Access using “Lost Pay Hours” for the time off code and “eLearning” for the reason code.

### **All Exempt Employees\* (salaried)**

CGCSC recognizes the professionalism of exempt employees, who will exercise sound judgment in reporting to school on days when there is a weather closure. Exempt employees are expected to communicate with their building administrator or supervisor regarding when they will be able to arrive safely, if not at their regular time. Exempt employees may flex their workweek schedule in the current or a future pay period to make up the missed time. Exempt employees may also use personal, comp, or vacation time in order to be paid for the day.

*\*Note: Eligible employees may work from home with approval from their direct supervisor. Approved employees must document to their direct supervisor the type of work performed by the end of the work week.*

*\*Note: Employees, who are considered essential due to their job responsibilities during inclement weather, are expected to report at their regular work time. Your supervisor will make you aware of this designation for your position.*

*\*Note: Employees must communicate with their direct supervisor and must document to their direct supervisor the type of substitutionary work they will perform and complete by the end of the next pay period following a school closure in order to be appropriately paid. Overtime will not be paid for substitutionary work. Failure to communicate with your direct supervisor and/or failure to complete the substitutionary work will lead to a deduction of pay from the next paycheck as the time off will be counted as lost time.*

## **PERFORMANCE REVIEWS/ EVALUATIONS**

You will receive a written performance evaluation annually; you will receive a copy and a copy will be placed in your Personnel File. If you are a new employee, your supervisor may review your progress more often.

## **TRANSFERS & REASSIGNMENTS**

CGCSC will inform employees of transfer and reassignment opportunities through the Human Resources website. These job announcements generally include position title, location, salary/hourly wage, hours per day, days per year, and deadline for the position’s posting. The Corporation encourages support staff employees to apply for any open position within the CGCSC.

# ATTENDANCE & LEAVES

## INTRODUCTORY PERIOD

As a newly hired support staff employee, you are required to satisfy an introductory period continuous for 60-working days from the date of hire. The introductory period is used to ensure you are qualified to perform the job satisfactorily. During the introductory period, your supervisor will carefully evaluate your performance and reserves the right to extend the introductory period if necessary.

Upon successful completion of the 60-working day introductory period, you will be considered a permanent support staff employee. However, this notification does not modify any at-will relationship between CGCSC and you in any way and does not guarantee employment for any definite period of time. Also, upon successful completion of the 60-working day introductory period, you will be allocated your leave days accordingly. New employees will receive their leave days upon successful completion of the introductory period based on a prorated method listed in the leave day section of this handbook. New employees hired between May and June will receive their leave days the following school year if you have successfully completed the introductory period status the prior year.

## ATTENDANCE

CGCSC cannot be successful if you do not come to work on time and on a regular basis. If you are not at work, someone else has to assume the responsibility for what you are being paid to do or the work does not get done. Neither of these situations contributes to a successful organization. To create a positive service to our students, staff and community, please follow the guidelines below:

- Leave days are allocated July 1 through June 30. As a result, you need to use your personal, sick or vacation time very carefully in order to be prepared for emergencies which may arise. It is the responsibility of the employee to track your leave days. **BEFORE** taking off work, be sure you have available leave time.
- **Loss pay days are grounds for disciplinary actions including termination of employment.**
- You are expected to report to work on time and manage your personal affairs in a manner which will enable you to report to work on a regular and dependable basis.
- You are expected to notify your supervisor of expected absences from work. You are required to contact your supervisor at least one (1) hour before your shift begins to allow time to plan for your absence. Be sure you are clear on the acceptable procedure as required by your supervisor.
- In order to protect yourself and receive the full benefits of the FMLA Policy and Guidelines, **you are expected to notify the CGCSC's Human Resources Office if the absence is expected to last 5 consecutive calendar days** (SEE BELOW FOR MORE DETAILS).

## EXTENDED LEAVE POLICY

Any absence for 5 or more sick, personal and/or days without pay will be considered an EXTENDED ABSENCE. The following procedure must be followed:

- Pre-planned leave of absence (surgery, maternity, paternity, wedding, etc....)
  - a. As soon as you have a need for an Extended Absence, you must meet with your administrator or supervisor.
  - b. You must notify the Benefits Specialist, by email, regarding the dates of your Extended Absence.
  - c. If appropriate, the Benefits Specialist will provide you with FMLA paperwork. If it is not FMLA protected or eligible, she will instruct you how to enter your days.
  - d. You must return the FMLA paperwork to the Benefits Specialist within two (2) weeks.
  - e. Our Payroll Specialists will enter your Extended Absence in Skyward. You will be contacted if there are any questions.

- Unexpected absence
  - a. You will call in/notify your administrator or supervisor.
  - b. You will log on to Employee Access and enter your absence each day.
  - c. On the 5<sup>th</sup> day of absence and for any day absent after that, you will use the reason code of EXT ABS – 5 OR MORE DAYS.
  - d. When you use this reason code, HR and Benefits will receive an automatic notification.
  - e. The Benefits Specialist will provide you with FMLA paperwork.
  - f. You must return the FMLA paperwork to the Benefits Specialist within two (2) weeks; if it is not returned, the status will remain as an Extended Absence.

## **FAMILY 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;

\*For purposes of FMLA, "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a healthcare provider.

### **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 is 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.

### **Return from Leave**

Upon return from any FMLA leave, the employee shall be restored to his/her former position or to a position with equivalent employment benefits, pay, and conditions of employment. During FMLA leave, the employee's current coverage under the group insurance program shall be maintained on the same conditions, as coverage would have been provided if the employee had been continuously working during the leave period. If the employee was paying all or part of the premium payments prior to going on FMLA leave, the employee must continue to pay his/her share during the leave.

The employee will not accrue any sick leave, vacation leave or other benefits during a period of unpaid FMLA leave. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

An employee who takes leave for their own serious health condition, prior to returning to work, must provide a Fitness for Duty Certificate from his/her healthcare provider that s/he is able to resume work.

If an employee fails to return to work at the end of the leave for reasons other than the continuation, recurrence or onset of a serious health condition that entitles the employee to leave pursuant to reasons (C) or (D) under General Entitlement or Service Member Entitlement, or for circumstances beyond the control of the employee, the employee shall reimburse the Corporation for any insurance premiums paid by the Corporation during the unpaid FMLA leave period.

An employee who fraudulently obtains FMLA leave is not protected by the FMLA's job restoration or maintenance of benefits provisions.

#### *Additional Contact Information*

U.S. Department of Labor

[www.dol.gov/dol/topic/benefits-leave/fmla.htm](http://www.dol.gov/dol/topic/benefits-leave/fmla.htm)

#### *Supporting Documents*

Employee Rights and Responsibilities Under the Family and Medical Leave Act

Military Leave Notice

## **LEAVE DAYS**

Prior to requesting a leave, you are required to communicate with your immediate supervisor and to submit appropriate paperwork if required. It is your responsibility to track your leave days. **BEFORE**, taking off work, be sure you have available leave days. If you have any questions, talk to your immediate supervisor.

## **UNPAID APPROVED MEDICAL LEAVES OF ABSENCE – LEVEL B & C \*\***

In the event your leave of absence does not qualify under the FMLA guidelines, you have the opportunity to request an unpaid leave of absence. Unpaid leaves of absence should only be approved in the cases of extreme situations or unusual circumstances.

- Loss pay days must be approved by your immediate supervisor **and** the Assistant Superintendent of Human Resources.
- You must use all eligible leave days before using loss pay days.

## **BEREAVEMENT LEAVE – LEVEL B & C**

Bereavement leave shall be given to the employee for death in the immediate family, including grandmother, grandfather, grandchild, father, mother, wife, husband, sister, brother, son, daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law. Bereavement leave shall be for a period extending not more than five (5) working days beyond such death, to be used within a fourteen (14) day period. The Superintendent or designee may address extenuating circumstances not specifically covered in the language to allow leave to extend beyond the fourteen (14) day limit.

Bereavement leave shall be given to the employee for the death of an aunt, uncle, niece, nephew and cousin for a period extending not more than three (3) working days. One (1) additional working day may be granted if approved by the Superintendent or designee. In cases of denial, the Superintendent or designee must show reasonable justification.

*\*Note- For eligibility, you must be on a paid status or under the protection of the FMLA guidelines.*

## **FUNERAL LEAVE – LEVEL B & C**

Reasonable allowance of time to attend funerals of relatives and close friends will be made subject to approval of the Superintendent or designee. The time for each such funeral shall not exceed one (1) day.

*\*Note- For eligibility, you must be on a paid status or under the protection of the FMLA guidelines.*

## **JURY DUTY– LEVEL B & C**

If you are summoned to serve for jury duty you will be granted paid leave to fulfill the obligation under the following conditions:

- You must present a copy of the written evidence of the summons for jury duty to the payroll department.
- If you receive a stipend from the Court for your services, you must reimburse the School Corporation the amount of the stipend minus payment received for mileage, parking or food.
- You must be on active paid status, or actively being paid under the conditions of FMLA.
- In the event your appearance in Court is less than a full workday, you shall return to your work location for the remainder of the workday.

## **MATERNITY LEAVE– LEVEL B & C**

See the Family and Medical Leave Act (FMLA) guidelines. If you are not eligible under the FMLA guidelines, please see the Approved Unpaid Leave section.

## **PATERNITY LEAVE– LEVEL B & C**

**Option 1** - Spouses can also take FMLA leave to provide care due to pregnancy (prenatal appointments, tests, or procedures), childbirth, recovery and any other related medical conditions. See the Family and Medical Leave Act (FMLA) guidelines. If you are not eligible under the FMLA guidelines, please see the Approved Unpaid Leave section.

**Option 2** - Center Grove allows 10 days for bonding/parenting leave in which time is taken not because it is medically necessary, but because you want to be at home with your new baby.

## **MILITARY LEAVE– LEVEL B & C**

The School Board recognizes that military service by 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 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 employee 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 obligations to the School Corporation for the period of military service, not to exceed fifteen (15) school days during any calendar year. Compensation for this period of time shall be the regular hourly wage/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.

## **PROFESSIONAL LEAVE– LEVEL B & C**

- You may receive professional leave time to attend conferences and workshops that directly enhances your position with the corporation.
- All requests must be approved prior to registration by your supervisor and someone from the Curriculum Department if applicable.

### **\*\* SPECIAL NOTE \*\***

#### **EMPLOYEES WORKING IN A PAID SUPPORT POSITION & ALSO EMPLOYED AS A PAID CG COACH OR PAID SPONSOR OF A CG CLUB**

- If your sport or club has an activity during the school day(s) in which you are scheduled to work, you may request a Professional Leave Day. Your request must be pre-approved by your immediate

supervisor. The supervisor has the right to deny the request based on the needs of the paid support position.

### **SICK LEAVE– LEVEL C**

Sick leave is to be used for personal and immediate 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 immediate family member as defined in bereavement leave.

<b>SICK LEAVE YEAR ROUND EMPLOYEES 250-Days or More</b>				<b>SICK LEAVE SCHOOL YEAR EMPLOYEES 220-Days or Less</b>			
<b>Sick Leave Allocation Schedule</b>				<b>Sick Leave Allocation Schedule</b>			
JUL	7	JAN	4	AUG	5	JAN	3
AUG	6 ½	FEB	3 ½	SEP	5	FEB	2 ½
SEP	6	MAR	3	OCT	4 ½	MAR	2
OCT	5 ½	APR	0	NOV	4	APR	0
NOV	5	MAY	0	DEC	3 ½	MAY	0
DEC	4 ½	JUNE	0				
<p>New employee leave days will be distributed after <u>successfully completing the 60-working day Introductory period.</u></p> <p>On July 1 all returning employees will be allocated seven (7) sick days.</p> <p>Employees must work their first scheduled day to use newly allocated sick time for the current school year.</p> <p>Unused sick leave is cumulative not to exceed 200 days total. This protection ends upon termination of employment.</p> <p>There is <u>no payment</u> for accumulated sick leave upon a reduction-in-force, resignation or termination of employment.</p> <p>You are expected to notify your supervisor immediately of absences from work. Be sure you are clear on the acceptable procedures as required by your supervisor to report your absence.</p> <p>An administrator/supervisor reserves the right to request a doctor's note for any absence.</p>				<p>New employee leave days will be distributed after <u>successfully completing the 60-working day Introductory period.</u></p> <p>On July 1 all returning employees will be allocated five (5) sick days.</p> <p>Employees must work their first scheduled day to use newly allocated sick time for the current school year.</p> <p>Unused sick leave is cumulative not to exceed 200 days total. This protection ends upon termination of employment.</p> <p>There is <u>no payment</u> for accumulated sick leave upon a reduction-in-force, resignation or termination of employment.</p> <p>You are expected to notify your supervisor immediately of absences from work. Be sure you are clear on the acceptable procedures as required by your supervisor to report your absence.</p> <p>An administrator/supervisor reserves the right to request a doctor's note for any absence.</p>			

## SICK LEAVE– LEVEL B

Sick leave is to be used for personal and immediate 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 immediate family member as defined in bereavement leave.

**SICK LEAVE  
YEAR ROUND EMPLOYEES  
250-Days or More**

**Sick Leave Allocation Schedule:**

JUL	7	JAN	4
AUG	6 ½	FEB	3 ½
SEP	6	MAR	3
OCT	5 ½	APR	0
NOV	5	MAY	0
DEC	4 ½	JUNE	0

On July 1 all returning employees will be allocated seven (7) sick days.

Employees must work their first scheduled day to use newly allocated sick time for the current school year.

Unused sick leave is cumulative not to exceed 200 days total. This protection ends upon termination of employment.

There is no payment for accumulated sick leave upon a reduction-in-force, resignation or termination of employment.

You are expected to notify your supervisor immediately of absences from work. Be sure you are clear on the acceptable procedures as required by your supervisor to report your absence.

An administrator/supervisor reserves the right to request a doctor's note for any absence.

**SICK LEAVE  
SCHOOL YEAR EMPLOYEES  
220-Days or Less**

**Sick Leave Allocation Schedule:**

AUG	5	JAN	3
SEP	5	FEB	2 ½
OCT	4 ½	MAR	2
NOV	4	APR	0
DEC	3 ½	MAY	0

On July 1 all returning employees will be allocated five (5) sick days.

Employees must work their first scheduled day to use newly allocated sick time for the current school year.

Unused sick leave is cumulative not to exceed 200 days total. This protection ends upon termination of employment.

There is no payment for accumulated sick leave upon a reduction-in-force, resignation or termination of employment.

You are expected to notify your supervisor immediately of absences from work. Be sure you are clear on the acceptable procedures as required by your supervisor to report your absence.

An administrator/supervisor reserves the right to request a doctor's note for any absence.



## PERSONAL LEAVE– LEVEL B

Personal leave days are intended for personal or civic affairs and emergency situations. Your request for personal leave days must be made in writing prior to the absence. Your supervisor may deny your personal leave request.

<b>PERSONAL LEAVE YEAR ROUND EMPLOYEES 250-Days or More</b>				<b>PERSONAL LEAVE SCHOOL YEAR EMPLOYEES 220-Days or Less</b>			
<b>Personal Leave Allocation Schedule</b>				<b>Personal Leave Allocation Schedule</b>			
JUL	5	JAN	4	AUG	2	JAN	1
AUG	5	FEB	3	SEP	2	FEB	1
SEP	5	MAR	2	OCT	2	MAR	1
OCT	5	APR	1	NOV	2	APR	0
NOV	5	MAY	0	DEC	2	MAY	0
DEC	4	JUNE	0				
<p>On July 1 all returning employees will be allocated five (5) personal days.</p> <p>Employees must work their first scheduled day to use newly allocated personal time for the current school year.</p> <p>A total of ten (10) personal days is the maximum you can begin the school year. Any days over ten (10) will be added to your accumulated sick leave balance.</p> <p>Payment for any unused accumulated personal leave <u>will</u> be made upon reduction-in-force, resignation or termination.</p>				<p>On July 1 all returning employees will be allocated two (2) personal days.</p> <p>Employees must work their first scheduled day to use newly allocated personal time for the current school year.</p> <p>A total of three (3) personal days is the maximum you can begin the school year. Any days over three (3) will be added to your accumulated sick leave balance.</p> <p>Payment for any unused accumulated personal leave <u>will</u> be made upon reduction-in-force, resignation or termination.</p>			

## PERSONAL LEAVE- LEVEL C

Personal leave days are intended for personal or civic affairs and emergency situations. Your request for personal leave days must be made in writing prior to the absence. Your supervisor may deny your personal leave request.

<b>PERSONAL LEAVE YEAR ROUND EMPLOYEES 250-Days or More</b>				<b>PERSONAL LEAVE SCHOOL YEAR EMPLOYEES 220-Days or Less</b>			
<b>Personal Leave Allocation Schedule</b>				<b>Personal Leave Allocation Schedule</b>			
JUL	3	JAN	2	AUG	2	JAN	1
AUG	3	FEB	1	SEP	2	FEB	1
SEP	3	MAR	1	OCT	2	MAR	1
OCT	3	APR	0	NOV	2	APR	0
NOV	3	MAY	0	DEC	2	MAY	0
DEC	2	JUNE	0				
<p>New employee leave days will be distributed after <u>successfully completing the 60-working day introductory period.</u></p> <p>Employees must work their first scheduled day to use newly allocated personal time for the current school year.</p> <p>On July 1 all returning employees will be allocated three (3) personal days.</p> <p>A total of five (5) personal days is the maximum you can begin the school year. Any days over five (5) will be added to your accumulated sick leave balance.</p> <p>Payment for any unused accumulated personal leave <u>will</u> be made upon reduction-in-force, resignation or termination.</p>				<p>New employee leave days will be distributed after <u>successfully completing the 60-working day introductory period.</u></p> <p>Employees must work their first scheduled day to use newly allocated personal time for the current school year.</p> <p>On July 1 all returning employees will be allocated two (2) personal days.</p> <p>A total of three (3) personal days is the maximum you can begin the school year. Any days over three (3) will be added to your accumulated sick leave balance.</p> <p>.Payment for any unused accumulated personal leave <u>will</u> be made upon reduction-in-force, resignation or termination.</p>			

## VACATION LEAVE – LEVEL B

Employees working a 250-day or more schedule will be granted the following vacation leave:

- 3-weeks for 1<sup>st</sup> year
- 3-weeks for 2<sup>nd</sup> year
- 4-weeks for 3<sup>rd</sup> year
- A maximum of five (5) days can be carried to the next year.

## **VACATION LEAVE – LEVEL C**

If you are a support employee who works 250-days or more, you are eligible for vacation leave under the guidelines below. Your vacation leave must be pre-approved by your supervisor.

- New employees leave days will be distributed after successfully completing the 60-working day introductory period.
- If your hire date is between May 1 and June 30 (10) ten days' vacation will be allocated upon completion of the 60 days introductory period.
- If your hire date is between December 1 and April 30, five (5) days' vacation will be allocated upon completion of the 60 day introductory period.
- If your hire date is between July 1 and November 30, ten (10) days' vacation will be allocated-upon completion of the 60 day introductory period.
- Fifteen (15) days' vacation will be credited on July 1 of the 5<sup>th</sup> year.
- Twenty (20) days' vacation will be credited on July 1 of the 10<sup>th</sup> year.

A maximum of five (5) days can be carried to the next fiscal year.

## **PAYROLL & PERSONNEL**

CGCSC provides a Statement of Benefits including compensation and benefits specific by position. The Statement of Benefits is located in the Human Resources office. Questions regarding your pay should be directed to your supervisor or the Human Resources Department at the Education Service Center. CGCSC employees will be paid on the 5<sup>th</sup> and 20<sup>th</sup> of every month.

### **ANNUALIZED PAYMENT GUIDELINES**

- If you work 180-250 days per year and work 3.5 hours (3.5) or more hours per day, your pay will be annualized (spread out over 24-pays / paid during the summer months and school breaks).
- If you work 180-250 days per year and work three (3) hours or less you will be paid hourly and your pay will not be annualized (will not be paid during the summer or during school breaks).

### **CHANGE OF PERSONAL STATUS**

You must notify the Human Resources Department in writing on a Personal Data Change Form of any changes in address and/or marital status. It is your responsibility to notify the Benefits Specialist of any possible changes in insurance coverage (i.e., beneficiary information, addition, or deletion of dependents, etc.) and to notify the Payroll Specialist of any changes in tax exemptions or personal status.

CGCSC cannot legally change your name for payroll or benefit purposes until a copy of your new Social Security card is provided. Please attach the appropriate copies to the Personal Data Change Form. Please log on to <http://www.socialsecurity.gov/online/ss-5.html> for more information on applying for a new Social Security card.

### **DIRECT DEPOSIT**

Direct deposit to your checking or savings account at the bank of your choice is an expectation of all employees of CGCSC. You will be given a login to Employee Access in Skyward where you can set up your direct deposit. In Skyward you will find your payroll information each pay. The system will list all pertinent payroll information for the respective pay period including check/deposit advice date and number, wages and

compensation, voluntary and involuntary deductions and year-to-date wages, tax information, and leave day balances if applicable as well as leave day information.

## **TIME CLOCK GUIDELINES AND POLICIES FOR NON-EXEMPT EMPLOYEES**

CGCSC has transitioned to the use of an electronic tracking system called True Time for some departments. Your cooperation and compliance with these guidelines is expected and appreciated. Be sure to see your immediate supervisor if you have questions regarding True Time.

### **Official Time of Record**

The electronic clock is the official basis for recording time worked. In order to ensure consistent treatment of all employees, the data recorded in True Time is the "official" record of the workday. Any disputes over actual time worked will be resolved by referring to the True Time records. All employees must participate in True Time when required. Progressive Discipline will be followed for failure to comply.

### **Employee Time Reports**

The Fair Labor Standards Act (FLSA) requires employers to keep records of time worked. True Time will generate a more accurate and reliable record of time worked and leave taken during the reporting periods. The automated time reports must reflect all regular and extra duty hours worked for the period. Adjustments to hours and leave must be posted weekly by the supervisor to avoid errors and omissions that may occur if these adjustments are posted at the end of the payroll period.

### **Clock Locations**

Time clocks for True Time are located throughout the Corporation and in every school building. See your supervisor for specific locations within your school building. Employees also have the ability to clock in/out through Employee Access on any computer throughout the school corporation.

### **Daily Clock In/Out Requirements**

It is a job requirement that all employees using True Time must "clock in" at the start of the workday/shift and "clock out" at the end of the workday/shift at their place of work.

- Check with your supervisor regarding clock in/out expectations during lunch or breaks.
- Clock in/out times will be rounded to the nearest quarter hour (ex. 0.25).
- It is prohibited to abuse or take advantage of the time clock rounding, e.g. clocking in at 8:05 a.m. knowing the clock will round back to 8:00 a.m. or clocking out at 4:55 p.m. knowing the clock will round forward to 5:00 p.m.
- Employees may be disciplined by their supervisor if they do not clock in/out when on the job.
- Employees may be disciplined by their supervisor if a pattern of "missed" clock ins/outs is detected.
- Employees must report missed clock ins/outs to their supervisor immediately. Clock in/out times will be rounded to the nearest quarter hour.

### **Unreported Hours**

Intentional or careless working off the clock is prohibited. Employees are required to clock in/out before performing any work. Employees are not permitted to clock out before actually stopping work. Forgetting to clock in/out is not a legitimate reason for working off the clock. It is the responsibility of the employee to remember to clock in before performing any work. Likewise, it is the responsibility of the employee to remember to clock out at the end of the shift. Employees that underreport or fail to report hours worked may be subject to disciplinary action.

Employees who are classified as non-exempt, any time spent working while not clocked in (a.k.a. "working off the clock") is strictly prohibited. Examples of working off the clock include the following:

- Forgetting to clock in/out
- Continuing to work at the end of regular working hours
- Taking work home to complete after regular working hours
- Checking, reading, or reviewing work related emails after regular work hours

- Answering phone calls, emails or attending to customers after regular work hours
- When employees clock in/out, they are responsible for starting and ending work. Personal matters or simply not working while clocked in is considered "riding the clock" and may be grounds for disciplinary action.

### **Multiple Job Codes**

Some employees may have multiple job codes. If employees are paid from multiple funding sources or have more than one position in the Corporation, they will be assigned a separate job code for each hourly paid position. If it is the responsibility of the employee to ensure they are clocking in/out on the correct code at all times.

Failure to clock in/out correctly on multiple job codes may result in disciplinary action. Contact your supervisor immediately regarding specific questions regarding job codes.

### **Falsification, Tampering, and Unauthorized Viewing**

Due to the severity of the infractions below, there will be immediate discipline enforced up to and including termination for the following actions:

- Tampering with timekeeping hardware or software
- Clocking in/out for an absent or late employee
- Interfering with other employees' use of the True Time system

### **Clock Problems**

If an employee is unable to clock in/out because of a time clock malfunction or accidental oversight, it is the employee's responsibility to immediately inform their supervisor. In this situation, the time will be manually entered.

### **Lunches/Breaks**

All True Time employees who are eligible for lunch/break are required to use this time as a non-work related period unless the same day is shortened by a corresponding length of time. This type of arrangement needs prior approval by their supervisor.

### **Processing of Electronic Time Reports**

According to the corporation pay schedule, True Time will be closed the day following the pay date to ensure that time adjustments and leaves taken are properly recorded. It is imperative that supervisors resolve all missed clock ins/outs or shifts, leave taken and holidays. It is the employee's responsibility to make specific notes in True Time regarding any exceptions to their clock ins/outs each day. Supervisors will only approve and make exceptions or adjustments originally submitted in the notes section by the employees.

### **Compensatory Time**

See Compensatory and Overtime Guidelines and Policies below for further detail.

### **Overtime**

See Compensatory and Overtime Guidelines and Policies below for further detail.

### **Docked Pay**

If employees are absent and all available time is exhausted, their pay will be docked for the days missed based on their hourly rate of pay.

### **Training**

If employees need additional training regarding True Time, see your supervisor.

## **OVERTIME AND COMPENSATORY GUIDELINES AND POLICIES**

Overtime and Compensatory Time will be enforced as described in the Center Grove Community School District Bylaws and Policies #4413:

*No overtime or compensatory time shall be worked without the prior approval of the staff member's supervisor and no overtime or compensatory time will be granted without the prior approval of the Superintendent or Designee.*

### **Overtime**

- No hourly employee is permitted to work overtime except as authorized by the direct supervisor.
- Occasionally, as a part of the employee's regular assignment, overtime is necessary to support the operations of the School Corporation. Employees may be asked to fill overtime assignments, but if a sufficient number of volunteers are not obtained, the supervisor will choose which employees will be required to accept overtime assignments. Those refusing an assignment or failing to report to work an overtime assignment will be subject to the disciplinary procedures.
- Holiday hours will not be counted as hours worked for the purpose of calculating overtime.

### **Compensatory Time (Comp Time) - Straight Time Vs Overtime**

- Hourly employees who are required or directed to work beyond the number of hours in their scheduled work week may be granted Compensatory Time.
- In the case of an emergency, the supervisor is required to document specific approval on the next working day following the emergency.
- The hourly employee must complete a Compensatory Time Log or enter time via Skyward True Time and submit it to the supervisor for review and approval within that pay period.
- Compensatory Time is allocated at the employee's hourly rate if the total hours for the work week is less than 40 hours.
- Compensatory Time is provided at one and one-half (1½) times the overtime total if the employee works more than 40 hours per week.
- Employees may not accumulate over 48 hours for more than one month (once 48 hours have accumulated, it must be used before the end of the month.) Accumulation of less than 30 hours may remain for an indefinite period of time but not beyond the end of a work school year.
- All hourly employees are entitled to the lunch period associated with their position.
- Therefore, it is prohibited that any employee be required to continue to work at their station during their lunch period unless the same day is shortened by a corresponding length of time.
- Compensatory Time off may be used in any increment and at any time agreed to by the employee and the supervisor.
- Overtime compensation is based on a calendar week of Sunday through Saturday.

### **Payment of Unused Compensatory Time**

- When an employee leaves employment with the CGCSC, they will be paid unused comp time at the hourly rate or per diem rate at the time of separation.
- If an employee transfers to a new position within the corporation, unused compensatory time must be used in its entirety or paid prior to vacating the current position.

### **Overtime and Compensatory Time Agreement**

I have read the Overtime and Compensatory Time procedures in the Center Grove Community School Support Staff Handbook. I understand that in lieu of pay for hours worked beyond my scheduled work week or overtime pay for time worked in excess of 40 hours in a workweek, I may receive compensatory time off.

## EXPERIENCE INCENTIVE – LEVEL C

If you are scheduled to work 2.5–8 hrs. per day for 180 days or more and have fulfilled your obligation as required by the job description, you are eligible for the service increment payment. The calculation of completed years will be based on cumulative (not continuous) years of service. You will be paid by the following payment schedule.

More Than 6 Hours*	
\$150 after completing 2 yrs of service	\$600 after completing 8 yrs of service
\$300 after completing 4 yrs of service	\$750 after completing 10 yrs of service
\$450 after completing 6 yrs of service	\$900 after completing 15 yrs of service

2-6 Hr. Employees**	
\$ 75 after completing 2 yrs of service	\$300 after completing 8 yrs of service
\$150 after completing 4 yrs of service	\$375 after completing 10 yrs of service
\$225 after completing 6 yrs of service	\$450 after completing 15 yrs of service

Notes: Effective July, 1994, Cafeteria Assistants are eligible.

Level D employees are not eligible due to the position being classified as temporary (year-to-year).

### Payment Guideline

- Part-time employment with the CGCSC will not be counted towards the full-time experience incentive. However, combined full and part-time employment will be counted towards the part-time experience factor.
- Payments will be made in November for the period of time completed in the previous school/work year. You must be in active employment status to be eligible for the payment.
- You are expected to complete a full school year in order to be eligible for the November payment with the following exceptions:
  - You will be granted service credit for any period of time covered by the Family Medical Leave Act (FMLA).
  - You will be granted service credit for an unpaid leave of absence (not covered by FMLA) provided you have worked the minimum number of days to receive a full year of service credit.
  - You will be granted service credit for the period of time covered by an approved military leave.
  - You will be granted service credit for the period of time, in which you temporarily cover a certified position, (i.e. certified medical, maternity, sabbatical leave, etc.) provided you began the school year as a support employee.
  - You will be granted a half year or a full year of service credit based on the number of days worked in your position as outlined in the table below.

Scheduled Work Days	Full Year Service Credit (.65)	Half Year Service Credit (.33)
180 Days	117 Days	59 Days
184 Days	120 Days	60 Days
194 Days	126 Days	64 Days
205 Days	133 Days	68 Days
220 Days	143 Days	73 Days
250 Days	162.5 Days	82.5 Days
260 Days	169 Days	86 Days

4. If you retire from the School Corporation before payments are made you will be granted payment with your severance package for service credit due.
5. All payments will be made by direct deposit to your primary bank account. If you are on the approved list to receive manual checks, you will follow the manual check sign-out procedures or the checks will be sent via US Mail.

## **POLICE EMPLOYEE REIMBURSEMENT POLICY**

The CGCSC will expend funds to train and equip Corporation police officers. The new police employee cost reimbursement process has been established to allow the Corporation to recoup some of the costs associated with training and equipping newly hired police officers, should the officer decide to terminate his or her employment within the first three (3) years. Candidates will be required to sign a Repayment Agreement form and agree to abide by it as a condition of employment as a police officer with the CGCSC. To be fair to the employee, the repayment amounts will be prorated throughout the three (3) year length of the agreement.

### **Repayment Terms**

<p>If the police officer leaves within one (1) year of their date of hire, or if non-ILEA certified within one (1) year from receiving their certification from the Law Enforcement Academy the employee will :</p> <p>***NOTE: Costs for the length of the agreement include the three categories noted to the right.</p>	<ol style="list-style-type: none"> <li>1. Repay 100% of the cost the Corporation has expended for all training costs (including travel, lodging, per diem, course cost).</li> <li>2. Repay 100% of the cost the Corporation has expended for all uniforms/equipment purchased specifically for that employee which could not be utilized by CGCSC in the future.</li> </ol>
<p>If the police officer leaves within two (2) years of their hire date or, if non-ILEA certified within two (2) years from receiving their certification from the Law Enforcement Academy the employee will:</p>	<ol style="list-style-type: none"> <li>1. Repay 2/3rd of the first year costs plus 100% of second year costs as related to training.</li> <li>2. Repay 100% of the cost the Corporation has expended for all uniforms/equipment purchased specifically for the employee which could not be utilized by the CGCSC in the future.</li> </ol>
<p>If the police officer leaves within three (3) years of their hire date or, if non-ILEA certified within three (3) years from receiving their certification from the Law Enforcement Academy the employee will:</p>	<ol style="list-style-type: none"> <li>1. Repay 1/3rd of the first year costs, 2/3rd second year costs, and 100% of the third year cost as related to training.</li> <li>2. Repay 100% of the cost the Corporation has expended for all uniforms/equipment purchased specifically for that employee which could not be utilized by CGCSC in the future.</li> </ol>

If the officer remains employed as a Corporation police officer for three (3) years from their hire date or, if non-ILEA certified, within three (3) years from receiving their certification from the Law Enforcement Academy, no repayment is required and their obligation under this agreement is void. The Chief of Police will be responsible for maintaining accurate records and shall provide the Human Resources Department with a final repayment amount if necessary.



## **SEPARATION FROM EMPLOYMENT**

With any support staff position, separation from employment may be initiated by a termination, resignation, reduction-in-force or retirement. On or before your last day of employment, your immediate supervisor should conduct an Exit Interview, at which time you will be required to return all CGCSC property including but not limited to keys, IDs, uniforms, laptops, etc. Employees who fail to return CGCSC property may be turned into Collections for the current cost to replace the property.

### **Termination**

Upon termination, you will be paid for time worked. You will receive pay for any unused vacation and personal time if available. Sick days will not be paid out upon termination. Accrued leave should not be used to extend employment.

### **Reduction-In-Force**

Upon a reduction-in-force, you will be paid for time worked. You will receive pay for any unused vacation and personal time, if available. Sick days will not be paid out upon termination. Accrued leave should not be used to extend employment. If you lose your position due to a reduction-in-force, you may begin applying immediately for any posted position which becomes available.

### **Resignation**

If you resign from employment with CGCSC, you must do so in writing and notify your supervisor immediately. Upon resignation, you will be paid for time worked. You will receive pay for any unused vacation and personal time, if available. Sick days will not be paid out upon resignation. Accrued leave should not be used to extend employment.

### **Retirement**

If you plan to retire from employment with CGCSC, you must do so in writing and notify your supervisor immediately. Upon retirement, you will be paid for time worked. You will receive pay for any unused vacation and personal time, if available. You will also be offered a Retirement Severance Package under the conditions listed below:

You must be at least fifty-five (55) years of age and have at least fifteen (15) years of experience at CGCSC, or sixty (60) years of age and have at least ten (10) years of experience at CGCSC.

- \$40 for each accumulated sick leave day for 6.5-8 hour employees (not to exceed 75 days)
- \$20 for each accumulated sick leave day for 6 hour or less employees (not to exceed 75 days)
- \$100 for each year of experience with the CGCSC (not to exceed \$4,200)

## **SICK INCENTIVE PAYMENT**

To reward employees for good attendance and not using sick days throughout the school year, you will be paid the following one-time payment at the end of the work year:

- 0 sick days used = 100% of 1 day of pay
  - 1 sick day used = 90% of 1 day of pay
  - 2 sick days used = 80% of 1 day of pay
- Support administrators and support employees must work through the end of their contract to be eligible.
  - Support administrators and support employees hired after the beginning of the current year (July 1) must work at least 65 percent of their assignment to be eligible.

## **TECHNOLOGY CERTIFICATION REIMBURSEMENT PROGRAM**

Support Staff in the Technology Department shall abide by and receive the following:

- Reimbursement for the cost of the certification exam after passing and obtaining the certifications in the levels listed below.
- A one-time bonus after passing and obtaining the certifications in the levels listed below. The bonus amounts represent gross wage amounts (not to exceed three (3) certifications in one (1) school year).
- Upon completion of a certification from LEVEL 2 or above, the technology specialists (full-time) shall receive an increase of \$.50 per hour to their hourly rate (not to exceed two (2) pay increases in one (1) school year.)
- Before attempting any certification exam, the employee must issue a written request to their supervisor and the Chief Technology Officer. The employee cannot attempt the certification exam and receive a bonus or stipend until written approval has been granted by their supervisor or the Chief Technology Officer.
- Support Staff in the Technology Department may start at either a Level 1 or Level 2.
- Two (2) certifications from any Level must be obtained, prior to moving on to certifications of the next higher level. Also, if applicable, you must attain at least one (1) certification of like kind in your current level in order to progress to the next level.
  - ✓ *Allowed Progression Example:*
    - Level 2 CompTIA A+ => Level 3 M365 Cert Fundamentals
    - Level 3 CompTIA Network+ => Level 4 Cisco CCNA
  - ✓ *Not Allowed Progression Example:*
    - Level 3 Network+ => Level 4 CCNA
- Recertification test costs will be paid by Center Grove, but no stipend or hourly increase will be granted.
  - ✓ *Recertification should take place no earlier than 6 months prior to the certification expiration*

LEVEL	BONUS	CERTIFICATIONS
1	\$250	<ul style="list-style-type: none"> <li>❖ Apple Certified Support</li> <li>❖ Google Educator Level 1</li> <li>❖ Google IT Support</li> </ul>
2	\$500	<ul style="list-style-type: none"> <li>❖ CompTIA A+</li> <li>❖ Google Educator Level 2</li> <li>❖ Apple Certified IT Pro</li> <li>❖ Microsoft 365 Certified Fundamentals</li> <li>❖ Google Project Management Certificate</li> </ul>
3	\$500	<ul style="list-style-type: none"> <li>❖ CompTIA Network+</li> <li>❖ CompTIA Security +</li> <li>❖ CompTIA Cloud+</li> <li>❖ CAPM (Certified Associate Project Management)</li> </ul>
4	\$750	<ul style="list-style-type: none"> <li>❖ Cisco CCNA</li> <li>❖ Microsoft 365 Certified Modern Desktop Administrator Associate</li> <li>❖ Microsoft Certified Azure Administrator Associate</li> </ul>
5	\$1,000	<ul style="list-style-type: none"> <li>❖ CCNP</li> <li>❖ CoSN Certified Educational Technology Leader (CETL)</li> </ul>

# INSURANCE & OTHER BENEFITS

## GROUP INSURANCE

Effective August, 2014 **new** Support Staff hires who work more than seven (7) hours per day are eligible for insurance benefits. If eligible, you have the option to participate in several group insurance plans offered by the Corporation. Health, dental, vision, life, long-term disability, and other supplemental insurance policies (i.e., cancer, short-term disability, accident, etc.) are available. Your Benefits Specialist can provide you with brochures which detail the coverage and procedure for enrolling in each of these programs.

New employees should carefully consider all the different options available. If application for coverage is not made within 30 days of your hire date, you are not eligible to enroll until the next open enrollment (if applicable to that plan) or qualifying event. Premiums are payable through payroll deductions.

## GROUP INSURANCE PLANS

COVERAGE	EFFECTIVE DATE	OTHER INFORMATION/PLAN HIGHLIGHTS
Health	1st of Month following Date of Hire*	Open Enrollment Available – November of each year with January 1 effective date.
Dental	1st of Month following Date of Hire*	Open Enrollment Available – November of each year with January 1 effective date.
Vision	1st of Month following Date of Hire*	Open Enrollment Available – November of each year with January 1 effective date.
Life	1st of Month following Date of Hire	Supplemental Life Available If enrollment is not made within 30 days of eligibility date, an Evidence of Insurability form is required.
Long-Term Disability	1st of Month following Date of Hire	60 Day Elimination Period If enrollment is not made within 30 days of eligibility date, an Evidence of Insurability form is required.

*\*You may request that your dental and/or vision coverage begin on your date of hire. If your hire date is between the 1<sup>st</sup> and the 16<sup>th</sup> of the month, you will be charged that month's premium. If your hire date is after the 15<sup>th</sup> of the month, you will be charged one half of that month's premium.*

If you resign your employment with CGCSC, your coverage will end effectively on the last day of the month following your last active day of work. You will be notified of your rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA), to continue coverage at your expense.

If your employment is terminated for gross misconduct, your insurance will be canceled effective immediately. Please read your plan booklets carefully to become familiar with each plan. Contact the Benefits Specialist for more information on eligibility and rates.

*Additional Contact Information*

U.S. Department of Labor (COBRA)

[www.dol.gov/dol/topic/health-plans/cobra.htm](http://www.dol.gov/dol/topic/health-plans/cobra.htm)

*Supporting Documents*

HIPAA Notice of Privacy

Medicaid and the Children's Health Insurance Program (CHIPRA) Notice

Notice of Creditable Coverage

Special Enrollment Rights Notice

**Even though you may not be eligible to enroll in CGCSC's group insurance programs, you may be eligible to receive or enroll in the following benefits.**

## **FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA)**

Eligible Participant – All active employees.

All CGCSC employees are covered by the Federal Insurance Contributions Act (FICA), which is designed to provide retirement income and health care after the age defined by federal law. This is commonly referred to as Social Security, and the Congress of the United States determines how much money must be contributed from a payroll check. At this time, the Corporation matches the amount contributed by the employee. A portion of the contribution to FICA, determined by the government, provides Medicare benefits after you turn age sixty-five (65).

*Additional Contact Information*

U.S. Social Security Administration

[www.ssa.gov/mystatement/fica.htm](http://www.ssa.gov/mystatement/fica.htm)

## **INDIANA PUBLIC RETIREMENT SYSTEM (INPRS) / PUBLIC EMPLOYEES RETIREMENT FUND (PERF)**

Eligible Participant – Permanent, full-time employees who work six hundred (600) or more hours each year and whose position has been specified in a resolution passed by the Board of School Trustees as a PERF covered position. Employees may not be covered by another public retirement or pension plan as well.

Founded in 1945, Indiana PERF is now one of the largest pension funds in the United States – both public and private. PERF is responsible for receiving contributions from employers and members, investing those funds in a prudent manner, and paying benefits to qualifying members. Since 1996, PERF has been authorized by state law to invest the assets of the Consolidated Retirement Investment Fund (CRIF) in the stock market. Effective July 1, 2011, in accordance with Indiana Law, the Indiana Public Retirement System (INPRS) was established. INPRS will administer and manage PERF.

If you meet the eligibility requirements mentioned above, you are required to participate in the Fund. Under state law, you must contribute 3% of your gross wages (regular and overtime pay) through payroll deduction to fund an Annuity Savings Account (ASA). You become vested in the ASA immediately and contributions are credited to an individual account in your name. CGCSC also contributes an additional percentage of gross payrolls to this fund for each employee towards a defined Pension Benefit.

You begin earning service credit toward eligibility for a defined Pension Benefit, which is based on your years of service and wages at the time you apply to retire. You are vested (entitled to full pension benefits) after ten (10) years of creditable service in PERF-covered employment.

If you resign from CGCSC and will no longer be covered by PERF, either here or at another job, you may withdraw funds from your ASA plus the interest it has earned. If you move on to another PERF covered position, your years of service and contributions are transferable.

#### *Additional Contact Information*

Public Employees Retirement Fund (PERF)

1 (888) 526-1687 or [www.perf.in.gov](http://www.perf.in.gov)

## **RETIREMENT**

Eligible Participant – Employees at least fifty-five (55) years of age with at least fifteen (15) years of experience, or sixty (60) years of age with at least ten (10) years of experience at CGCSC.

You will be paid \$40 for each accumulated sick leave day (\$20 per sick day if you are a part time employee), up to seventy-five (75), and \$100 for each year of experience at CGCSC, the maximum not to exceed \$4,200. A full year of service equals 120 work days.

Pursuant to Ind. Code §5-10-8-2.6, a retired employee is entitled to continue their coverage and coverage for their spouse under the medical plan of their employer if:

1. The employee is at least fifty-five (55) years of age at retirement and not eligible for Medicare as prescribed by 42 U.S.C. 1395 et seq;
2. The employee has completed twenty (20) years of creditable employment with a public employer, ten (10) years of which must have been completed immediately before retirement;
3. The employee has completed upon retirement at least fifteen (15) years of participation in the retirement plan of which the employee is a member; and
4. The employee makes a written request, to the employer, for the continuation within ninety (90) days of his/her retirement date and pays both the employer's and employee's premiums for the coverage.

**Note\* Retired support staff are not eligible to keep vision, dental, or life upon retirement.**

## **SECTION 125**

Eligible Participant – Full-time employees who work twenty (20) or more hours per week.

CGCSC has adopted a Section 125 Flexible Benefits Plan for all eligible employees. Section 125 is part of the Internal Revenue Code.

A Section 125 Flexible Benefit Plan allows you, the employee, to select from a list of available benefits that will meet your needs. The benefits that you choose can then be paid for by you on a before tax basis. Salary reduction means you are able to use "pre-tax" dollars to pay for certain benefits you may have previously paid for with "after-tax" dollars.

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

- Insurance Benefits (Generation I) – including medical, dental, accident, cancer, life, and/or disability
- Expense Reimbursement Accounts (Generation II) – including out-of-pocket Medical Expense Reimbursement and/or Dependent Care Expense Reimbursement

In summary, you may have more dollars available to you for the purchase of other benefits or as increased take-home pay. The savings an employee may experience under a Flexible Benefit Plan is illustrated in the example below:

WITHOUT SECTION 125 FLEXIBLE BENEFIT PLAN		WITH SECTION 125 FLEXIBLE BENEFIT PLAN	
Average Monthly Salary	\$2,000	Average Monthly Salary	\$2,000
Less Estimated Federal Withholding (15%)	(300)	Less Medical Premiums	(150)
Less Estimated FICA (7.65%)	(153)	Less Disability Premium	(25)
	<u>\$1,547</u>	Less Other Supplemental Premiums	(25)
Less Medical Premium	(150)	Less Out-of-Pocket "Flex" Expenses	(50)
Less Disability Premium	(25)	Taxable Income	\$1,750
Less Other Supplemental Premium	(25)	Less Estimated Federal Withholding (15%)	(263)
Net Take-Home Pay	\$1,347	Less Estimated FICA (7.65%)	(133)
Less Out-of-Pocket "Flex" Expenses	(50)		
<b>SPENDABLE INCOME</b>	<b>\$1,297</b>	<b>SPENDABLE INCOME</b>	<b>\$1,354</b>

*Additional Contact Information*

American Fidelity Assurance Company

1 (800) 325-0654 or [www.afadvantage.com](http://www.afadvantage.com)

**TAX-DEFERRED ANNUITIES – 403(b)**

Eligible Participant – All active employees (including full-time, part-time and substitute employees)

You are eligible for a variety of tax-deferred annuity products. You may make a set deduction up to a limit determined annually by the IRS into different investment plans. These contributions are not taxed nor is the interest taxed which accrues on the investment until you withdraw the money.

Tax-deferred annuities are an important part of retirement planning, especially for you if you may not qualify for full retirement benefits. Because you pay a large tax penalty for early withdrawal, we encourage you to participate in this plan only if you intend to leave your savings in the plan until you reach the age of fifty-nine and one half (59½.) CGCSC's 403(b) Plan does not allow loans or hardship withdrawals as an active employee. Contribution elections may be changed at any time by completing a new Salary Reduction Agreement.

**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 the nearest Concentra location to be seen by a physician, unless it is an emergency situation. Please refer to this link for available locations, [https://drive.google.com/file/d/1B5tUYk-7pDDhMomRMYdoi-NrcFqx8LFh/view?usp=s\\_haring](https://drive.google.com/file/d/1B5tUYk-7pDDhMomRMYdoi-NrcFqx8LFh/view?usp=s_haring) **You are required to have a Workers' Compensation Authorization for Treatment.**
4. You must report back to work as soon as treatment is completed whether you have restrictions or not. After you have returned to work, you will meet with your director/supervisor to review your medical restrictions.
5. Your director/supervisor 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. Participation in the TEP is mandatory if modified work is available.
6. 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.
7. You must report to your TEP assignment as directed by your director/supervisor.
8. During your TEP assignment you are required to communicate with your director/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.
9. 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 arising 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 **Concentra, 853 N. Emerson Ave, Suite B (317) 886-0512.. 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.

## **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

If the employee is absent from work due to a work-related injury or illness, and is eligible for FMLA (Family and Medical Leave Act), the Human Resources Department must provide the employee with the required notice and follow FMLA procedures.

### *Additional Contact Information:*

Brentwood Services Administrators  
(877) 690-6860

Indiana Workers' Compensation Board  
(317) 232-3808

### *Supporting Documents*

Workers' Compensation Notice