

# CRAWFORDSVILLE COMMUNITY SCHOOL CORPORATION

## **CLASSIFIED STAFF HANDBOOK**

### NON-DISCRIMINATION CLAUSE

It is the policy of Crawfordsville Community School Corporation to comply with the Indiana Civil Rights Act I.> 22-9.1, Title VI and Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1973, Title IX (1972 Education Amendment), Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1992, the Family Medical Leave Act of 1993, and other applicable state and federal statutes. The Crawfordsville Community School Corporation further assures that it will not discriminate against any person on the basis of race, color, gender, religion, sex, national origin, age, or disability, nor will anyone be denied the benefits of, or otherwise be subjected to discrimination in admission or access to, or treatment or employment in the conduct of its educational programs and activities and the operation of facilities.

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### **GENERAL INFORMATION**

All classified employees are at-will employees, meaning either party (employer or employee) may terminate employment at any time for any reason or no reason.

#### FAIR LABOR STANDARDS ACT (FLSA)

CCSC will comply with the appropriate portions of the Fair Labor Standards Act.

For purposes of compliance with the Fair Labor Standards Act (FLSA), the Superintendent or Assistant Superintendent shall ensure all job positions are classified as exempt or nonexempt and that employees are made aware of such classification.

#### **CLASSIFIED STAFF**

"Classified staff" shall mean an employee of Crawfordsville Community School Corporation (CCSC) whose position does not require an Indiana teacher's license and is not covered by the Collective Bargaining Agreement (CBA) or an administrative contract. This term does not include substitute teachers.

#### **EMPLOYMENT AT WILL**

Nothing contained in this policy manual or in any other materials or information distributed by the organization creates a contract of employment between an employee and the CCSC. Employment is on an at-will basis. This means that employees are free to resign their employment at any time for any reason, and CCSC retains that same right. No statements to the contrary, written or oral made either before or during an individual's employment can change this. No individual administrator, supervisor, manager, or officer can make a contrary agreement except for the entire School Board, and even then, such an agreement must be set forth in a written employment contract with the employee, signed by the School Board.

The policies in this manual are intended for all classified employees of CCSC, its school buildings and departments. CCSC reserves the right to revise, change, or terminate policies or procedures at any time, with or without notice.

#### **GENERAL DEFINITIONS**

#### Full-Time

"Full-time" shall mean employment on a regular, daily basis with the school corporation for not less than one hundred eighty (180) school days during the school year as fixed by the school calendar and working greater than twenty nine and a half (29.5) hours per week.

#### Hourly

"Hourly" shall mean employees that complete a timecard for each pay period and work on average less than 29.5 hours per week.

"12-month, Hourly" shall mean employees that work year-round and complete a time card for each pay period and work more than 29.5 hours per week.

#### **SALARY**

"Salary" shall mean employees that are employed as bona fide executive, administrative, director, professional, nurse, specialist, and certain computer employees that regularly receive a predetermined amount of compensation each pay period. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Non-exempt and exempt status shall be defined by the FLSA.

#### **DIRECTOR**

"Director" shall mean employees that oversee a department or program. This includes positions such as our Aquatics Director, Transportation Director, Technology Director, and Athletic Director (if not a licensed teacher). Directors are full-time employees that work more than 185 days a year, work more than thirty-five (35) hours per week, and are eligible to receive the Collective Bargaining Association allotted contribution toward 403(b) Matching Retirement Plan and receive half of the administrator allotted contribution toward insurance.

#### **PROFESSIONAL**

"Professional" shall mean employees that require a non-teaching license degree or certification to hold a position. Professional employees are full-time employees that work more than 185 days a year, work more than thirty-five (35) hours per week, and are eligible to receive the Collective Bargaining Association allotted contribution toward insurance and 403(b) Matching Retirement Plan.

#### <u>Specialist</u>

"Specialist" shall mean employees that require a specialized degree and/or license to hold a position such as a registered nurse or occupational therapist. Specialist employees are full-time employees that work more than 185 days a year, work more than thirty-five (35) hours per week, and are eligible to receive the Collective Bargaining Association allotted contribution toward insurance and 403(b) Matching Retirement Plan.

#### **INSTRUCTIONAL AIDE OR ASSISTANT**

"Instructional aide or Instructional Assistant" shall mean an employee of CCSC hired to assist with the instruction of children at the discretion of the superintendent's office. Instructional Aide or Assistant positions may be a component of an awarded grant, such as Title I, and positions will be determined by the funding of such grants.

"Instructional Aides" will work less than thirty (30) hours per week. "Instructional Assistants" will work thirty-five (35) hours per week and are eligible to receive the Collective Bargaining Association allotted contribution toward insurance.

#### Administrative Assistants

"Administrative Assistant" shall mean an employee of CCSC hired to assist administrators with administrative tasks for the operation of a school building or the corporation office. Administrative assistants are full-time employees that work more than 185 days a year, work more than thirty (30) hours per week, eligible to receive the Collective Bargaining Association allotted contribution toward insurance and 403(b) Matching Retirement Plan.

### **PERFORMANCE EVALUATION**

Classified employees will be evaluated a minimum of once per year by their respective supervisors. The evaluation report is to be written and discussed with the employee by his/her supervisor and signed by both parties. The supervisor will retain a copy of the original evaluation <del>of</del> which the original is to be placed in the employee's corporation file and a copy given to the employee.

The signature of the employee on the evaluation report does not indicate agreement with the evaluation findings, rather will serve to indicate that the supervisor discussed the evaluation with the employee. The employee may add written comments to the evaluation report before it is placed in the employee's personnel file.

#### GENERAL REGULATIONS AND POLICIES FOR CLASSIFIED STAFF

CCSC will employ classified staff within various job classifications to provide health, technology, transportation, food, clerical, maintenance, instructional assistance, and custodial services to support and enhance the educational program.

Violation of Federal laws and regulations, State laws and regulations, Corporation rules, regulations, and/or policies may result in disciplinary action up to, and including termination.

The purpose of this handbook is to inform new and current classified employees of various job responsibilities, expectations, rules, and procedures within the Crawfordsville Community School Corporation. The handbook is not intended to be construed in any way, as a collective bargaining agreement, or an employment contract.

The content of this handbook may be modified at any time by **the** action of the school board.

#### EMPLOYMENT

#### EQUAL EMPLOYMENT

Our goal at CCSC is to recruit, hire, and maintain a diverse workforce. Equal employment opportunity is good business as well as being the law and applies to all areas of employment, including recruitment, selection, hiring, training, transfer, promotion, termination, compensation, and benefits.

As an equal opportunity employer, CCSC does not discriminate in its employment decisions on the basis of race, religion, color, national origin, gender, age, military status, disability, or on any other basis that would be in violation of any applicable federal, state, or local law. Furthermore, CCSC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship, safety, and/or health risk.

#### APPLICATION

Individuals interested in being employed by CCSC in a classified position shall file an application at the Superintendent's Office, where it will remain on file for one calendar year.

#### **EMPLOYMENT QUALIFICATIONS**

Each employee must be trustworthy, of good moral character, and able to perform the essential functions of the position.

Where applicable, employees must be eligible to hold a valid license or certification and possess said license or certification prior to being officially employed by CCSC

Classified staff must be aware of the educational program and their responsibility to the children.

Office personnel who are employed as treasurers must be bonded in an amount to be determined and paid for annually by CCSC.

#### CRIMINAL RECORD CHECK

All employees of CCSC are required by state law to report convictions of certain crimes enumerated in state law to CCSC. Each individual employed by CCSC for a classified position will be required, at the time of employment, to have an extended background Criminal History check completed. <u>The cost of the criminal history check will be paid by the candidate for the position.</u>

The results of the criminal history check will be taken into account when final employment recommendations are made. Further, the results of the criminal history check will be kept on file at the office of the Superintendent.

An employee must renew a criminal background check every five (5) years.

#### **CLASSIFIED SELECTION**

The Superintendent shall recommend the employment of classified staff to the Board of School Trustees.

The building principals and/or supervisors shall screen candidates having indicated interest through the filing of applications for classified openings and make recommendations for employment to the Superintendent.

Screening of prospective employees may include oral and written inquiries, recommendations from past employers, and a careful analysis of qualifications required for the respective position and work to be performed.

#### CLASSIFIED ASSIGNMENT

The Superintendent or Assistant Superintendent shall assign a classified staff member to a position, after consulting with the building principal and/or immediate supervisor. Position transfers may be approved by the Superintendent or Assistant Superintendent upon the written request of a respective employee and/or supervisor. The Superintendent or Assistant Superintendent may re-assign an employee if it is determined to be in the best interest of the school corporation.

#### **CLASSIFIED SUPERVISION**

Classified staff shall be provided supervision to promote effective job performance and improvement. In-service training may be conducted to improve job effectiveness and skills necessary for each employee to represent CCSC

#### ATTENDANCE AND PUNCTUALITY

CCSC recognizes the need for employees to be absent from work due to illness or the need to take care of personal business during the normal workday. CCSC has instituted sick and leave time to provide for these needs as they arose. Employees also may qualify for a leave of absence for their own major illness, the major illness of a family member, the birth or adoption of a child, workers' compensation injury, or military and/or National Guard duty. Having provided for these

situations, it is important to remember that excessive absenteeism, tardiness, and/or leaving early causes the burden of filling in for the absent employee to fall on other employees within the organization. It is a requirement of each job that an employee report to work punctually and work all scheduled work hours as well as any required overtime.

Employees who are not on an approved leave of absence and are absent from work without sufficient leave to cover that absence will be addressed through the normal Corrective Action Process.

The following corrective action steps should be taken each time this occurs:

- 1. First Incident Record of Conversation
- 2. Second Incident First Written Warning
- 3. Third Incident Final Written Warning
- 4. Fourth Incident Termination

Two consecutive days of absence for the same reason are deemed to be one incident. If the employee is absent for more than two consecutive days, he/she must bring a medical professional's note in order for more than two consecutive days of absence to be counted as one incident. If at any time an employee corrects his/her excessive absence problem and has no <u>unexcused</u> absences during a six-month period, corrective action, if it becomes necessary again, should begin with a Record of Conversation.

If an employee who has been with the company less than 90 days has an unexcused absence, he/she will be issued a Final Written Warning for that absence. If an unexcused absence occurs again within his/her first 90 days of employment, the employee will be terminated. If the new employee has no further incidences during his/her first 90 days of employment, the Final Written Warning will revert to a Record of Conversation.

Periodically, special circumstances will occur that warrant an employee is being excused from work without sufficient leave to cover the absence. To ensure fairness throughout the corporation, these types of requests require the approval of the Superintendent or Assistant Superintendent.

Occasionally, an employee will exhibit a pattern of absenteeism that must be corrected despite having sufficient leave to cover those absences (i.e., consistently missing a specific day of the week; the day before or after a holiday; or the day before or after a scheduled vacation). Such cases should be reviewed with the Superintendent or Assistant Superintendent before issuing any corrective action. An employee who is going to be absent, tardy, or leave early from work is responsible for notifying his/her supervisor as soon as possible, regardless of whether the employee has sufficient leave to cover the absence. An employee who is absent and fails to notify his/her supervisor will be subject to corrective action for failure to notify. An employee who has been absent three consecutive days without calling to speak with his/her supervisor will be considered to have voluntarily resigned.

Occasionally, non-exempt employees may be permitted to make up missed time with the prior approval of their supervisor. The supervisor will determine the exact amount of time the employee will be allowed to make up in a workweek. Each supervisor must be consistent in allowing employees to make up the time within the department. No employee will be permitted to work more than 40 hours during the workweek for the purpose of making up time.

#### **COMPENSATION**

Classified employees shall be paid according to to pay rates established by the board. Payment shall be made at the established pay date, following the end of each pay period.

#### Hours

The maximum number of hours a non-exempt, classified employee is to work is forty (40) per week. Any amount of time in excess of forty (40) hours must have the approval of the employee's supervisor. Non-exempt and exempt status shall be defined by the FLSA.

Instructional aides and receptionists' maximum number of hours to work is twenty-nine and a half hours (29.5) per week. Any amount of time in excess of twenty-nine and a half hours (29.5) must have approval from the principal or Superintendent or Assistant Superintendent.

All other classified positions must have approval from the principal or superintendent prior to working over the normal weekly hours.

#### **Remote Work**

Remote work is defined as the performance of the essential functions of an employee's job description or duties in a work location other than the assigned office or school location. Remote work is not a job entitlement; it is a job assignment for employees to complete their assigned duties and responsibilities from a location other than their assigned school or office.

Remote work may also be assigned during a declared emergency by local, state, or federal officials. Assignments of remote work during the declared emergency will be made by the superintendent or the employee's supervisor.

To be eligible for remote work an employee's most recent performance evaluation must have been "effective" or an equivalent rating. An employee's performance when remote working will be monitored in the same manner as all employees at their assigned school or office.

The following employees may not be eligible for a remote work agreement or assignment:

- School-based employees when schools are in session. "Schools in session" means any day that students are scheduled to be in class.
- School employees whose work is conducted at school only such as custodial and food service staff members.

#### **Work Location**

The work location must be free of distractions, and the employee must be accessible by email and/or phone during work hours. The employee must ensure the work location has adequate connectivity and understand that a lack of connectivity will require the employee to work from the office. Employees are required to attend meetings in person when directed by their supervisor.

#### **Circumstances That May Warrant Teleworking**

- 1. The supervisor may authorize employees other than those identified as essential, who would otherwise report to work during emergency school closings, to instead work from an approved work location.
- 2. When schools are closed for the summer break, the supervisor may authorize eligible employees to work from the alternate work location periodically on an agreed-upon schedule if they are not assigned summer school responsibilities.
- 3. Completion of special project work requiring minimal interruptions that are approved by the supervisor.
- 4. Unusual circumstances such as construction, accident, or natural disaster that make the assigned work location inaccessible/uninhabitable.

#### **Guidelines for Remote Work**

- 1. Remote work is not a substitute for appropriate child care. If there is a child in the alternate work location, there must be a qualified adult supervising the child other than the employee for the duration of the agreed-upon work hours.
- 2. Remote work may not be used in place of taking sick leave.
- 3. Employees approved for or assigned remote work must comply with the school corporation policies and procedures, including contracts and work schedules, and meet all evaluation performance standards.

- 4. Work-related injuries that occur in the alternate work location must be reported to the supervisor and require adherence to the worker's compensation guidelines.
- 5. Employees are responsible for maintaining and protecting equipment provided by the school corporation for use while remote working and such equipment shall be used for work-related purposes only. The use of such equipment is subject to the Acceptable Use Policy.
- 6. Employees are responsible for protecting all data and ensuring compliance with all regulations regarding the confidentiality of materials.

#### **Procedures for Requesting Remote Work.**

- 1. Employees desiring to remote work on an as-needed basis should initiate the request with their immediate supervisor in writing.
- 2. remote work will be determined by and is at the sole discretion of the superintendent unless delegated to the assistant superintendent.

There are no grievance and appeal rights regarding this process.

#### YEARS OF EXPERIENCE

For payroll purposes, years of experience are determined by the number of years employed by the school corporation on August 1 of each year. If an employee worked during the previous August to July 31, the employee will accrue one year of experience. Employees who transfer from one position to another while employed by the school corporation with no interruption of service shall receive credit for all work experience attained while employed by CCSC.

Individuals who leave the employment of CCSC, then return at a later point and time, will return to their previous years of experience and will not receive any years of experience for other employment.

#### CLASSIFIED RESPONSIBILITIES AND DUTIES

Classified are an important factor in ensuring the mission of CCSC is attained. As such, classified staff must represent themselves, the schools, and the school community with dignity and honor and perform all tasks required of their position.

To provide structure and guidance for employees, job descriptions, which define roles and responsibilities, approved by the Superintendent and the CCSC Board of School Trustees, will be provided to each employee.

Said roles and responsibilities will be maintained and filed at the CCSC district office.

#### **Overtime**

At no time shall a non-exempt employee work more than their regularly scheduled weekly hours, ie. 40 hours per week or 29.5 hours per week, without the prior written permission of the respective supervisor. Approval must be obtained from the supervisor prior to an employee working more than the scheduled weekly work hours per week. Building principals and supervisors shall monitor employees' work to ensure that the overtime provisions of this policy and the Fair Labor Standards Act is adhered to.

Employees shall be compensated for overtime worked, at a rate of one and a half times their normal pay for any hours worked over 40 in a workweek. Non-exempt employees whose workweek is less than 40 hours will be paid at the regular rate of pay for time worked up to 40 hours. Overtime pay will be provided only if an employee works more than 40 hours in a workweek. Holiday and vacation days do not count toward hours of work in a workweek.

#### **TERMINATION**

The employee and employer relationship is an "Employment at Will" relationship between the CCSC. Employment with CCSC may be terminated by the CCSC, or the employee, at any time, without cause. Upon such termination, the employer shall be obligated to pay the employee only for service/work performed prior to the date of termination and any deferred compensation owed to the employee.

#### **Resignation**

Employees resigning from CCSC must provide at least two (2) weeks notice prior to the separation of employment. Failure to provide two (2) weeks notification shall result in a loss of any vacation and other fringe benefits. Employees may not utilize vacation and/or leave time (Sick/Personal) once their resignation is submitted.

#### **R**etirement

Participation in the Public Employees Retirement Fund for all eligible full-time employees is mandatory and the employee's contribution will be paid by the corporation. CCSC shall pay the 3% to the Public Employees Retirement Fund on behalf of the employee.

#### 403(b) MATCHING RETIREMENT PLAN

CCSC offers a 403(b) retirement plan that allows pretax or post-tax contributions for full-time employees that work more than 185 days. In addition, CCSC matches each \$1.00 invested in the 403(b) plan by the employee (a minimum contribution of \$264.00 annually) with \$1.50 up to a maximum of \$396.00 per year.

For full time salary employees and directors, CCSC matches each \$1.00 invested in the 403(b) plan by the employee (a minimum contribution of \$528.00 annually) with \$1.50 up to a maximum of \$792.00 per year.

CCSC's contribution does not vest until the employee completes five years of service.

#### PROHIBITED CONDUCT TOWARD STUDENTS

Employees are prohibited, under any circumstances, from engaging in any improper fraternization or undue familiarity with students, regardless of student's age and/or whether the student may have "consented" to such conduct. This includes, but is not limited to: inappropriate touching, being alone with a student, flirting, dating, making suggestive comments, giving personal gifts, and communicating directly with a student through text, email, and/or any other form of written or electronic communication.

#### <u>Social Media Use</u>

An employee's personal or private use of social media may have unintended consequences. While the school board respects the First Amendment rights of CCSC employees, those rights do not include permission to post inflammatory comments that could compromise the mission of the school corporation, undermine staff relationships, or cause a substantial disruption to the school environment. This warning includes online conduct by staff members off school property, including from the individuals' private computer. The use of social media should be done in a professional manner, with attention given to the respective staff member's professional responsibilities.

Social media includes such internet-based applications as Twitter, Instagram, Facebook, etc. which work to create opportunities for interaction between users. CCSC instructional staff are authorized to access social media from the school corporation's network, provided such access has an educational purpose, for which the instructional staff member has the prior approval of the building principal.

Personal access and use of social media, blogs, or chat rooms from the corporation's network is expressly prohibited. Such use will subject the student and/or staff member to disciplinary action, up to and including possible termination.

The utilization of social media for the promotion of activities occurring in and around the corporation is approved by the school board. This promotion, as well as that of student and staff achievements, must be approved in advance by the school corporation superintendent.

#### INCLEMENT WEATHER AND/OR SCHOOL CANCELLATION

When it becomes necessary to change the regular school day or after-school activities due to adverse weather conditions, the changes will be reported as follows:

- CCSC Twitter Account
- School Messenger (Voice and Text Messaging)
- CCSC Website
- Radio and Television Stations, with coverage in the Crawfordsville Area

Employees whose workload and schedule is determined by students being present will not report to work when students are not present unless otherwise directed by their supervisor. This employee grouping will generally include instructional staff and receptionists.

When a school cancellation occurs due to weather or emergency-related issues the work schedule will be as follows:

- 1. Custodial, maintenance, ground, and transportation staff will report to work on their regular schedule. Personal or vacation leave days may be used on a school day that is canceled or shortened. If an employee is ill on a day school is canceled or delayed by weather or an emergency-related issue, a doctor's statement may be required.
- 2. Employees in a 12-month per year job, will be expected to report to work at their regular time.

Hourly employees who feel that travel is too dangerous to work a complete shift must make up any hours missed within a week of the short shift. This should be reflected on the employee's time card.

Employees who feel that travel is too dangerous to come to work at all must use a personal, vacation, or unpaid leave day.

If paid holidays for the school year include Martin Luther King (MLK) Day or President's Day and those days become snow make-up days due to inclement weather, those days <u>cease to be paid holidays and become regular working days</u>. Additional paid vacation days will be given to replace the loss of MLK Day and/or President's Day.

The Superintendent of schools may adjust classified staff work schedules.

#### Use of Technology

CCSC provides technology access for those roles requiring its use for the effective performance of the identified responsibilities. All resources, including technology, shall remain the property

of the school corporation. The employee will be accountable for the responsible care and use of technology.

Prior to the utilization of school corporation-provided technology, which shall be used for school business purposes only, an employee must review and sign a technology use agreement. The agreement will be aligned with the adopted CCSC technology policy. Annually, an employee will review the CCSC technology policy and sign a technology use agreement.

#### Vacation by Years of Experience Classification Sick Personal Years 0-3 4-7 8+ Aides & Assistants 7 3 0 0 0 Administrative Assistants, 10 4 0 0 0 Specialist 5 days 10 days 12-month, hourly 10 4 15 days 4 **Director & Professional** 10 10 days 15 days 20 days 7 2 Full-time Bus Drivers 0 0 0

#### LEAVES AND ABSENCES

Table 1: Leave Type by Classification Awarded Per Year

Employee leaves and absences will be prorated for the time between the date of employment and the end of the initial employment year. The credit for leaves and absences will begin to accrue on the beginning date of employment.

Leave days charged to the account of each employee will be in half-day or full-day increments. An absence for one-half day or less will be charged as a half day. An absence of one-half day through a full day will be charged as a full day. The amount of pay for an applicable leave day shall correspond with the length of the employee's workday (ie...a four-hour employee will receive four hours of pay).

The official record of employee attendance shall be maintained in the superintendent's office.

The school corporation reserves the right to request a physician's statement to verify the nature of the illness. The school corporation may also elect to obtain additional opinions related to an employee for leave related to illness or disability.

#### FUNERAL LEAVE

Each employee eligible for leave shall be entitled to be absent from work on account of death in the immediate family for a period extending no more than seven (7) calendar days beyond such death without loss of compensation. Immediate family, in this case, shall be interpreted as a husband, wife, child (including a foster child living in the home), father, mother, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or any other relative who at the time of death is living as a member of the household of the staff member or for whom the employee is the legal guardian. Each employee shall be entitled to be absent from work on the day of the funeral after the death of the employee's uncle, aunt, first cousin, niece, nephew, grandparent-in-law, brother-in-law, or sister-in-law without loss of compensation. Upon the employee's request and approval by the school employer prior to such an absence, the school employer may authorize two days of leave in addition to the day of the funeral in case of necessity for extended travel or other extenuating circumstances. Additional days of funeral leave may be authorized by the Superintendent of Schools as the need for such is demonstrated.

#### PARENTAL LEAVE

A leave of absence with pay for up to three (3) school days will be granted during the first ten (10) school days following the date a child is born or adopted by a full-time school employee.

#### SICK LEAVE

Each employee is allowed sick days each year for absence without loss of compensation due to personal illness rendering the employee physically or emotionally unfit to perform their duties (See Table 1). The sick days awarded each school year may be used for the purpose of caring for an ill immediate family member as defined by Funeral Leave. If the sick days awarded for the current school year have been exhausted, then not more than an aggregate of fifteen (15) sick leave days accumulated from a prior school year may be used for the purpose of caring for an ill immediate family member.

Unused sick leave days credited to an employee may be accumulated from year to year not to exceed two hundred and nine (209) days. School employees accumulating more than 185 accumulated sick days at the end of the school year may, in lieu of crediting such unused paid leave days to accumulated sick leave, be compensated for accumulated sick days in excess over 185 accumulated sick days at the rate of \$70.00 per day for each unused sick leave day in excess of 185 either in cash or by a contribution to such school employee's 401(a) account. Such

payment and/or contribution shall be made at the first normal pay in July immediately following such school year.

An employee must notify the building principal or supervisor of personal illness or quarantine no later than one hour preceding the beginning of the normal work day on the day of such absence.

An employee will not be paid for any unused sick days upon resignation or termination.

#### Personal Leave

Eligible employees shall earn and be able to use personal leave days each year without loss of compensation (see Table 1). At the end of the year, an employee's unused personal leave days shall be added to that employee's accumulated unused sick days.

Personal leave may not be used for the purpose of extending holiday leave periods. Employees who feel a situation exists of great enough importance to seek an exception will state those reasons both in writing and verbally directly to the Superintendent of Schools who may consider situations such as weddings, retirements, college visitations, graduations, and religious ceremonies.

An employee shall request personal business leave at least forty-eight (48) hours preceding the day of the absence of personal leave. However, the building principal or direct supervisor may waive such 48 hours prior to request when the employee presents reasons for and facts establishing good cause or an emergency precluding such notification.

Emergency shall be interpreted as a sudden, generally unexpected occurrence or set of circumstances that have occurred suddenly, for which advance planning was not possible, and which demands immediate attention.

#### LEAVE WITHOUT PAY

Except for bona fide religious grounds, an employee shall not be eligible to take any unpaid leave until the employee has used all available personal and sick leave.

#### FAMILY MEDICAL LEAVE ACT

CCSC will comply with all requirements of the Family Medical Leave Act and Board Policy 4430.

#### JURY DUTY LEAVE

When an employee is called for jury duty, he/she shall continue to draw full pay, provided the employee agrees to return all jury duty pay to the employer. The employee does not have to provide reimbursement for expenses and mileage to the school corporation.

#### PAID HOLIDAYS

The superintendent shall identify annual paid holidays in August for the work year. Employees working full-time year-round, shall be eligible to receive the following paid holidays per year:

- Labor Day
- Fall Break
- Thanksgiving
- Christmas
- New Year
- MLK Day
- President's Day
- Good Friday
- Memorial Day
- Fourth of July

In the event a classified employee is unable to report to work the day immediately before or after a paid holiday a doctor's statement certifying the illness may be required.

In the event that students and/or teachers are present at school, certain paid holidays may change into floating holidays, as approved by the Superintendent. If this occurs, supervisors will schedule the floating holiday.

#### VACATION DAYS

Employees working 37.5 hours per week, during a 12 – month period, shall be eligible for paid vacations (see Table 1).

Vacation time shall be non-accumulative.

Subject to the actual hire date of an employee, the Superintendent will pro-rate the actual amount of vacation earned for the respective individual.

Vacation time will be scheduled by the Superintendent and/or Building Principals.

#### **FRINGE BENEFITS**

#### HEALTH INSURANCE

CCSC may provide a specific amount per year towards the cost of the annual premium, for employees working a minimum of 180 days per school year, of the health insurance plan available for eligible employees. The employee's share of the monthly insurance premium will be deducted from each payroll. Employees that have a pay rate that does not cover the employee's contribution will need to pay the monthly insurance premium to the district office before the first day of the respective month.

The Board of School Trustees authorizes the amount to be contributed by the school corporation.

Eligible employees will be notified annually of the school corporation contribution amounts.

Table 2: CCSC Contribution Toward Classified Insurance by Position

Position	Insurance Contribution
Full-time employees,	
Assistants, Salary,	Same as Teacher's Contribution Allotted by CBA as of July 1 of
Specialist, and	Year of Service
Professional	
Directors	Half of the Administrator Contribution (currently half of the
Directors	amount of the Family HDHP 1 Option)

An employee's spouse who is eligible for medical and hospitalization coverage through the spouse's employer and who was not enrolled in the Plan during the 2010-2011 school year prior to June 1, 2011, shall not be eligible for enrollment in 2011 or any subsequent year unless a life event or loss of eligibility permits a modification and/or special enrollment under the Health Insurance Portability and Accountability Act.

The school corporation's contribution toward the cost of health insurance will cease at the end of the month in which the employee or the employer terminates employment. Thereafter, the former employee may exercise his/her rights under the Consolidated Omnibus Reconciliation Act (COBRA) of 1985.

COBRA becomes effective if one of the following situations occurs whenever an employee becomes disqualified for health coverage under the school corporation plan:

- 1. Employees eligible for health insurance may keep their health insurance for up to eighteen (18) months after they are laid off, moved to part-time status, or are terminated for a reason other than gross misconduct.
- 2. Dependent spouses and children may keep their health insurance coverage for up to 18 months if they lose coverage because of one of the reasons given above for former employees. If they lose their health insurance coverage because they cease to be qualified dependents of a former corporation employee because he/she dies, obtained Medicare entitlement, divorces or is part of a legal separation, or a dependent child ceases to be a dependent, then they may keep their coverage for up to 36 months beyond the date

they cease to qualify. Either the former employee or the dependent must notify the school corporation within 30 days of the date a dependent qualifies in circumstances in which a worker does not qualify.

3. Those persons who are Medicare eligible or are covered as employees under another employer's plan are not entitled to further coverage.

#### VISION AND DENTAL INSURANCE

CCSC offers voluntary vision and dental benefits. Eligible, full-time employees may enroll. Premiums will be deducted from each payroll. Dental and vision benefits are subject to all open enrollment and HIPPA guidelines. Employees do not need to be enrolled in our medical coverage to be eligible for dental and vision benefits.

#### LIFE INSURANCE

Beginning with the first day of employment, aides, assistants, 12-month hourly employees, 12-month salary employees, directors/professionals, and full-time bus drivers will receive life insurance and long-term disability insurance. The school corporation will cover all of the annual premium for life insurance except for \$.20 per year. This will be payroll deducted one time per school year. The school corporation pays the entire annual premium for long-term disability insurance.

Life Insurance by position:

- \$25,000.00 Bus drivers, aides, assistants
- \$50,000.00 Full-time Employees that work more than 185 days
- \$75,000.00 Directors, professionals

#### WORKERS COMPENSATION INSURANCE

The provision of the Worker's Compensation Insurance plan annually purchased by the school corporation covers all employees. Those employees who suffer a job-related injury or illness must report the injury or illness in the following manner within the indicated time period:

- 1. Immediately notify the supervisor of the injury or illness
  - a. If required, report for immediate care to the health provider determined by the school corporation.
  - b. If an employee is injured on the job and seeks treatment and/or long-term care at a facility other than the one designated by the school corporation, the employee may be responsible for the payment of medical claims and treatment.
- 2. Following notification of the immediate supervisor and obtaining treatment for the injury, the employee must notify the district office to complete the proper forms. This notification must be completed within two (2) working days from the time of the injury

or illness. Failure to comply with this timeline may cause the claim not to be paid by the insurance carrier.

3. An employee who must be absent from work due to a work-related injury or illness may choose to collect compensation from the worker's compensation insurance or from the use of accumulated sick leave with the school corporation. If compensation by use of sick leave is chosen, any payment sent to the employee by the worker's compensation insurance plan must be deposited with the school corporation. Under no circumstances may the compensation for any day of lost wages exceed the employee's normal daily rate.

#### SICK LEAVE BANK

A sick leave bank is available for all full-time employees who qualify for paid sick and personal leave. The purpose of this bank is to relieve participating employees from undue financial burdens due to absence from work during short-term disability arising from illness, injury, or incapacitation sufficiently severe that it would make their presence in school inadvisable.

The bank will be established in the following way: On or before September 15 of each school year, employees who wish to participate will be given the opportunity to contribute, on a voluntary basis, not more than one (1) sick day from their accumulation.

To be eligible to use the sick leave bank one must:

- 1. Be on the list of contributors who shall have consented to the reduction of accumulated sick leave to the business office prior to October 1 of the applicable school year.
- 2. Have used all sick leave, emergency leave, and personal leave available to him/her personally.
- 3. Submit to the chairman of the sick leave bank an application and physician's statement describing the nature of the disability and the prognosis for a return to work.
- 4. Designate a personal representative to make an application when one is unable to do so oneself.
- 5. Sick leave bank days beyond doctor-certified post-delivery disability for the purpose of child rearing or child care are not covered by the sick leave bank.

Determination of the award will be made by those members of the sick leave bank committee who do not customarily perform work at the same building where the applicant works. Days awarded will begin immediately upon the exhaustion of all individual sick, emergency, and personal leave days. The bank will be administered completely by a committee with five (5)

teacher members appointed by the CEA President, the Superintendent, and three members appointed by the Superintendent. The committee will be fully responsible for the operation of the sick leave bank. The committee will elect its own chairman.

#### **RETIREMENT BENEFITS**

Employees that have been employed with CCSC on a full-time basis, for a minimum of ten (10) years; (2) and are age 55 on or before June 30 will be eligible for CCSC Retirement Benefits.

#### HEALTH INSURANCE POST RETIREMENT

Eligible retired employees will continue to receive up to the same individual Teacher's Contribution Allotted by CBA toward an insurance plan of their choice. See *Table 3* for contribution amounts based on the year of hire. If a retired employee chooses a plan that is greater than the allotted contribution, the retired employee will be responsible for the uncovered amount and will need to pay the monthly insurance premium to the district office before the first day of the respective month. If a retired employee fails to pay the uncovered amount by the beginning of the month on three occasions, the retired employee's insurance plan will be canceled and CCSC will no longer provide access to health insurance or any contribution toward a plan.

Hire Date	<b>Corporation Annual Contribution</b>
Prior to January 1, 2013	CBA identified contribution
Between 2013 and 2019	50% of CBA identified Contribution
After January 1, 2019	No contribution

Table 3: Corporation Annual Contribution Toward Corporation Provided Health Insurance

#### <u>Severance Pay</u>

Severance pay shall be granted to any school employee eligible for retirement who retires from employment from school employer at the rate of \$50.00 for each day of accumulated sick leave, subject to the following conditions: A school employee must: (1) have been employed, on a full-time basis, for a minimum of ten (10) consecutive years by the Crawfordsville School Corporation; (2) must be qualified to receive retirement benefits under the provisions of the Public Employees' Retirement Fund (PERF); and (3) must have submitted written notice of retirement to the superintendent on or before May 1 of the final teaching school year.

Severance pay may be paid in one lump sum at the time of retirement, or, at school employee's written option included with the notice of retirement specifying an amount of deferral, all but two thousand dollars (\$2,000.00) may be deferred until the date of first normal payroll in January of the year following retirement.

#### **LONGEVITY CONTRIBUTION**

An amount equal to two hundred dollars (\$200.00) for each year of full-time employment with the school employer will be paid by CCSC to the eligible, retired employee.

#### **DISCIPLINARY PROCEDURES**

Employees of CCSC are expected to conduct themselves at the highest level of professionalism at all times. Further, employees are to represent the corporation's best interest, while representing CCSC.

Individuals violating the above code - of - conduct may face disciplinary action, up to and including termination. The following are infractions that may lead to disciplinary action being taken:

- 1. Immorality;
- 2. Insubordination, including direct disobedience to orders or instructions;
- 3. Substance Abuse;
- 4. Incompetency;
- 5. Breach of Employment Duties, including attendance requirements;
- 6. Failure to adhere to the Rules and Regulations of the School Corporation and/or its schools;
- 7. Physical Inability to Perform the Duties
  - a. This will be determined by a competent physician selected by the school corporation. CCSC will fully comply with the Americans with Disabilities Act;
- 8. Sexual Harassment; and
- 9. Other Just Cause.

Violations identified in numbers 1 - 3 will result in immediate termination. The other violations listed may be dealt with in one or more of the following manners:

- 1. Employee/Supervisor Conference
  - a. Written Warning
- 2. Suspension from Employment, with Pay
- 3. Suspension from Employment, without Pay
- 4. Termination

CCSC has the discretion to terminate an employee for any offense.

#### **INJURY / ILLNESS ON THE JOB**

Any employee reporting an on-the-job injury or illness will receive immediate and appropriate medical treatment. All applicable federal, state, and local laws or regulations pertaining to occupational injuries or illnesses will be followed and complied with at all times.

It is the responsibility of all employees to report within 24 hours in writing to their supervisor or building Principal all on-the-job injuries or illnesses regardless of how insignificant or minor the injury or illness may appear at the time. Failure to report an injury or illness as required by state law and School policy could result in loss of compensation benefits and possibly lead to corrective action up to and including termination.

When employees sustain an injury or illness that requires outside medical treatment, the employees will be subject to completing a screening for the presence of drugs and/or alcohol in their system. When employees are involved in a mobile equipment accident that results in significant damage, the employees will be subject to completing a screening for the presence of drugs and/or alcohol in their system. Any employee who refuses screening for the presence of drugs and/or alcohol will be subject to immediate termination.

In the event the injury is of the nature that requires outside medical treatment, employees will be paid for their entire shift and should not clock out. If subsequent medical visits are necessary, employees should schedule those during non-work hours if possible. Employees should clock out if the appointment is during their regular work shift. If employees must miss work in order to receive authorized medical follow-up treatments for a work-related injury or illness, they will receive pay for up to two hours per visit.

#### HARASSMENT AND/OR DISCRIMINATION

CCSC strives to maintain a workplace that fosters mutual employee respect and promotes harmonious, productive working relationships. CCSC believes that discrimination, harassment, and/or retaliation in any form constitute misconduct that undermines the integrity of the employment relationship. Therefore, CCSC prohibits discrimination and/or harassment that is sexual, racial, or religious in nature or is related to anyone's gender, national origin, age, disability, or any other basis protected by federal, state, or local law. This policy applies to all employees throughout CCSC and to all individuals who may have contact with any employee of the CCSC. Furthermore, CCSC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship, health, or safety concern.

Unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a harassing and/or discriminatory nature will constitute harassment and/or discrimination when the person involved feels compelled to submit to that misconduct in order to keep his/her position, to receive appropriate pay, or to benefit from certain employment decisions. If this type of misconduct interferes with an employee's work or creates an intimidating, hostile, or offensive work environment, it also may be considered harassment and/or discrimination. This behavior can include but is not limited to suggestive or insulting noises, facial expressions, vulgar language, nicknames, slurs, derogatory comments, cartoons, jokes, written materials, and offensive gestures or touching.

CCSC expects that everyone will act responsibly to establish a pleasant and friendly work environment. However, if an employee feels he/she has been subjected to any form of harassment and/or discrimination, the employee should report that conduct to an immediate supervisor or building administrator. Employees are not required to approach the person who is harassing and/or discriminating against them, and they may bypass any offending CCSC Official. The person the harassment or discrimination is reported to will take the necessary steps to initiate an investigation of the discrimination and/or harassment claim.

CCSC will conduct its investigation in as confidential a manner as possible. Interviews, allegations, statements, and identities will be kept confidential to the extent possible and allowed by law. However, CCSC will not allow the goal of confidentiality to be a deterrent to an effective investigation. A timely resolution of each complaint will be reached and communicated to the employee. Appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination and/or harassment. The corrective action issued will be proportional to the severity of the conduct. The alleged harasser's employment history and any similar complaints of prior unlawful discrimination and/or harassment will be taken into consideration.

CCSC prohibits retaliation of any kind against employees, who, in good faith, report harassment and/or discrimination or assist in investigating such complaints. If an employee feels he/she has been subjected to any form of retaliation, the employee should report that conduct to an immediate supervisor or building administrator within three (3) days of the offense. Employees are not required to approach the person who is retaliating against them, and they may bypass any offending CCSC Official.

#### DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE

CCSC is committed to providing a safe, healthy, and efficient working environment for all employees and those who do business with CCSC as well as protecting its reputation in the community. To help achieve this goal, employees are prohibited from:

- Possessing, distributing, selling, manufacturing, or being under the influence of any illegal drug;
- Consuming alcoholic beverages while on company premises, customer premises, in company vehicles, or while on company business or; and
- Abusing inhalants or prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.

An employee who violates this policy is subject to corrective action up to and including termination of employment. The use of some drugs is detectable for several days. Detection of such drugs or the presence of alcohol will be considered as being "under the influence." Refusal to submit to a drug and/or alcohol screen is grounds for immediate termination or can be considered a "voluntary termination." If an employee is discharged for violation of this policy, he/she will not be eligible for rehire.

Employees using prescription drugs according to a physician's instructions or using over-the-counter drugs for medicinal purposes are required to notify CCSC administration regularly in the event such drugs would impair their physical, mental, emotional, or other faculties.

CCSC's substance-abuse program includes several components to support its efforts to remain drug-free, including:

- Supervisory training;
- Employee awareness programs;
- Drug testing of all applicants;
- Drug testing after accidents involving injury and/or property damage;
- Drug testing when a supervisor suspects that an employee is "under the influence" during working hours;
- Drug testing on a random basis; and

• An Employee Assistance Program (EAP).

All information relating to drug and/or alcohol screens is to be kept strictly confidential. The information will be kept in the employee's medical file, which will be maintained separately from the employee's personnel file. These medical files will be kept locked and secured and access will be limited to certain individuals in CCSC. Under no circumstances should the results of a drug and/or alcohol screen be discussed with individuals who do not have a work-related need to know.

Employees involved in an accident or contributing to an accident or injury causing more than \$1,000.00 in damage to property or that requires medical attention away from the premises will be screened to determine whether the employee tests positive for drugs and/or alcohol.

If a supervisor suspects that an individual is at work and under the influence of alcohol and/or drugs, the supervisor should notify the CCSC superintendent to seek authorization to test the employee. The supervisor will be granted permission to test the employee if sufficient objective symptoms exist to indicate the employee may be under the influence of drugs and/or alcohol.

While CCSC does not condone the abuse of alcohol, prescription drugs, and/or the use of illegal drugs, CCSC does recognize that addiction to drugs and/or alcohol can be treated. If an employee recognizes a personal addiction or abuse problem and seeks assistance from CCSC in advance of detection, the organization will assist the employee in seeking treatment. The confidential nature of the employee's counseling and rehabilitation for drug and/or alcohol abuse will be preserved.

#### SEARCH

Access to CCSC premises is conditioned upon its right to inspect or search the person, vehicle, or personal effect of any employee or visitor. This may include any employee's office, desk, file cabinet, closet, locker, or similar place. Because even a routine search might result in the viewing of an employee's personal possessions, employees are encouraged not to bring any item of personal property to the workplace that they do not want to be revealed to the CCSC.

Any prohibited materials (or materials that may be found to be prohibited) that are found in any employee's possession during an inspection or search will be collected by the administration and placed in a sealed container or envelope. The employee's name, date, and circumstances under which the materials were collected, and by whom they were collected will be recorded and attached to the container or written upon the envelope. If after further investigation, the collected materials prove not to be prohibited, they will be returned to the employee, and the employee will sign a receipt for the contents. If the prohibited materials prove to be illegal

and/or dangerous, they will not be returned to the employee but will be turned over to the appropriate law enforcement agency.

From time to time, and without prior announcement, inspections or searches may be made from anyone entering, leaving, or on the premises or property of the CCSC (including alcohol and/or drug screens or other testing). Refusal to cooperate in such an inspection or search (including alcohol and/or drug screens) is grounds for termination.

#### VIOLENCE IN THE WORKPLACE

The safety and security of all employees is of primary importance at CCSC. Threats, stalking, threatening and abusive behavior, or acts of violence against employees, visitors, customers, and/or company facilities or property by anyone on company property, on a company-controlled site, or in connection with company employment or company business will not be tolerated (even those made in jest). Violations of this policy will lead to corrective action up to and including termination and/or referral to appropriate law enforcement agencies for arrest and prosecution. CCSC reserves the right to take any necessary legal action to protect its employees.

Any person who makes threats, stalks, exhibits threatening behavior, or engages in violent acts on company premises, on a company-controlled site, or in connection with company employment or company business shall be removed from the premises as quickly as safety permits and shall remain off company premises pending the outcome of an investigation. Following an investigation, the organization will initiate an immediate and appropriate response. This response may include but is not limited to suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or civil or criminal prosecution of the person or persons involved.

All employees are responsible for notifying management of any threats that they witness or receive or that they are told another person witnessed or received. Even without a specific threat, all employees should report any behavior they have witnessed that they regard as potentially threatening or violent or that could endanger the health or safety of an employee when the behavior has been carried out on company premises, on a company-controlled site, or is connected to company employment or company business. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. CCSC understands the sensitivity of the information requested and has developed confidentiality procedures that recognize and respect the privacy of the reporting employee.

#### ETHICS AND CONFLICTS OF INTEREST

Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and those of the organization. CCSC needs to know that the transactions employees participate in are ethical and within the law, both in letter and in spirit.

CCSC recognizes that different governmental entities have different codes of ethics. However, just because a certain action may be acceptable by others outside of CCSC as "standard practice," that is by no means sufficient reason to assume that such practice is acceptable at our organization. There is no way to develop a comprehensive, detailed set of rules to cover every business situation. The tenets of this policy outline some basic guidelines for ethical behavior at the CCSC. Whenever employees are in doubt, they should consult with their manager.

Conflicts of interest or unethical behavior may take many forms including but not limited to the acceptance of gifts from competitors, vendors, potential vendors, or customers of CCSC. Gifts may only be accepted if they have a nominal retail value and only on appropriate occasions (for example, a holiday gift). Employees are cautioned not to accept <u>any</u> form of remuneration or nonbusiness-related entertainment, nor may employees sell to third parties any information, products, or materials acquired from the organization. Employees may engage in outside business activities provided such activities do not adversely affect the organization or the employee's job performance and the employee does not work for a competitor, vendor, or customer. Employees are prohibited from engaging in financial participation, outside employment, or any other business undertaking that is competitive with or prejudicial to the best interests of the CCSC. Employees may not use proprietary and/or confidential information for personal gain or to the organization's detriment nor may they use assets or labor for personal use.

If an employee or someone with whom the employee has a close personal relationship has a financial or employment relationship with a competitor, vendor, potential vendor, or customer of CCSC, the employee must disclose this fact in writing to the CCSC Board. The organization will determine what course of action must be taken to resolve any conflict it believes may exist. If the conflict is severe enough, CCSC may be forced to ask the employee to tender his/her resignation. CCSC has sole discretion to determine whether such a conflict of interest exists.

#### **PRE-EMPLOYMENT DRUG SCREENS**

After the decision has been made to hire an applicant, an offer of employment will be extended contingent upon the candidate successfully passing a pre-employment drug screen. CCSC will be responsible for determining the facility to be used for the pre-employment drug screen.

The candidate will be given directions to the collection site. He/she must report to the collection site with a valid picture ID within 24 hours of being given directions. If the collection site staff discovers that the candidate has not followed the collection procedures or has altered the specimen in any way, the candidate will no longer be eligible for employment.

The candidate should understand that passing the pre-employment drug screen is a part of the employment process. In the event that the candidate does not successfully pass the pre-employment drug screen, the offer of employment will be revoked. If the candidate should have any questions concerning a drug screen, all inquiries should be forwarded to CCSC.

All information regarding drug screen results [and/or physical exams] will be kept strictly confidential. This information will be kept separately in the employee's confidential medical file in the Administration Office.

#### **EMPLOYMENT ELIGIBILITY DOCUMENTS**

Federal regulations require the CCSC to comply with the Immigration Reform and Control Act of 1986. All new employees must complete an I-9 Form and provide proof of their identity and their ability to work in this country. The CCSC is responsible for obtaining the I-9 Form and verifying the eligibility to work in the United States. Employees will be expected to complete the I-9 Form during orientation on their first day of work. CCSC will properly complete the Employer Section of the I-9 Form. If a new employee is unable to provide the necessary documentation within three working days from the date of hire, he/she must provide proof that he/she has applied for the required documents. If this is not provided, the employee will be terminated.

#### TIME REPORTING

All nonexempt employees must fill out a daily time sheet to record their daily hours worked. All exempt employees may be asked to fill out a daily time sheet. These time sheets are used to compute earnings and are kept as a permanent record. Each employee is responsible for accurate filling out of his/her time sheet. Clocking another employee's timecard in or out falsifying or

altering your own or another employee's timesheet is a violation of policy and is grounds for termination.

Exempt employees may be asked to fill out daily time sheets that record vacation days, sick days, and comp time taken during the month.

#### **MILITARY / RESERVE LEAVE**

CCSC will abide by all the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees. Military leave may be granted to full-time and part-time employees for a period of four years plus a one-year voluntary extension of active duty (five years total) if this is at the request and for the convenience of the United States government.

As with any leave of absence, employees must provide advance notice to their supervisor of their intent to take a military leave and must provide appropriate documentation unless giving such notice is impossible, unreasonable, or precluded by military necessity.

An employee's salary will not continue during a military leave unless required by law. However, employees may request to use any vacation or personal leave time accrued during military leave. Benefit coverage will continue for 31 days as long as employees pay their normal portion of the cost of benefits. For leaves lasting longer than 31 days, employees will be eligible to continue health benefits under COBRA and will be required to pay 102 percent of the total cost of their health benefits if they wish to continue benefits.

Upon return from military leave, employees will be reinstated with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously. Employees must apply for employment within 90 days of discharge from the military. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

If employees are reservists in any branch of the Armed Forces or members of the National Guard, they will be granted time off for military training. Such time off will not be considered vacation time. However, employees may elect to have their reserve duty period be considered as vacation time to the extent they have such time available.

#### **MATERNITY LEAVE**

The CCSC's family and medical leave is available to employees with at least 12 months of service and who have worked at least 1,250 hours within the preceding 12-month period. If eligible, an employee may be able to take up to 12 weeks of unpaid leave during a 12-month period for the birth of a child or to care for a child within the first 12 months after birth. If you have questions regarding maternity leave and the FMLA adopted by CCSC, please contact the administration office.

### **RECEIPT AND ACKNOWLEDGMENT FORM**

I acknowledge receipt of a copy of CCSC Classified Handbook and have read it.

I acknowledge all of the handbook's rules, policies, terms and conditions, and agree to abide by them, realizing that failure to do so may result in termination of employment.

**Employee Signature** 

Date

Print Name