

**ADMINISTRATOR  
HANDBOOK**

**2024 - 2025**

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Superintendent**



Perry Township Schools  
6548 Orinoco Avenue  
Indianapolis, IN 46227

This booklet is not to be construed as a contract of employment.

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# **EMPLOYMENT**

## **ADMINISTRATOR EMPLOYMENT**

Perry Township Schools (the “District”) recognizes that it is vital to the successful operation of the District that positions created by the District be filled with highly qualified and competent administrators. The District shall approve the employment, assign the compensation and establish the term of employment for each administrator employed by the District. This handbook applies to all district administrators. This handbook describes important information about Perry Township Schools (the “District”), and employees should understand they should consult the Human Resources (HR) Department at [hrdept@perryschools.org](mailto:hrdept@perryschools.org) regarding any questions not answered in the handbook.

The District complies with all applicable federal laws, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, Title IX of the Civil Rights Law passed as part of the Education Amendment of 1972, the Fair Labor Standards Act of 1938, the Occupational Safety and Health Act of 1970, American with Disabilities Act of 1990, as amended, the Family and Medical Leave Act of 1993, as amended, the Health Insurance Portability and Accountability Act of 1996, and the I-9 Immigration Reform and Control Act of 1986, the Equal Pay Act, the Pregnant Workers Fairness Act (PWFA) and Providing Urgent Maternal Protections (PUMP) for Nursing Mothers. Since the information, policies, and benefits described in the employee handbook are subject to change, employees need to acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and employees need to understand that such revisions may supersede, modify, or eliminate existing policies. Only the Superintendent can revise, interpret, and alter the policies in the handbook as needed.

The contract between the District and an administrator shall be as required by law and consistent throughout the District. In an administrator's contract, the District may provide compensation for services performed, either before or after the school term, as considered necessary by the District.

The Superintendent or designee is authorized to prepare administrative guidelines for recruiting and selecting all administrators.

This handbook is not a contract for employment nor a legal document. Employees need to understand that it is their responsibility to read and comply with the policies contained in the handbook. Annual acknowledgement forms will be sent to ensure staff understand this provision.

## **MISSION, VISION, AND VALUES**

The Mission of Perry Township Schools is to provide educational opportunities that create a desire for lifelong learning that inspires all students to maximize their academic success.

The Vision of Perry Township Schools is that all students will be empowered to grow academically, socially, and behaviorally.

The Core Values of Perry Township Schools are Integrity, Respect, Collegiality, Empathy, Courage, Loyalty, and Commitment to Learning.

## **DIVERSITY, EQUITY, AND INCLUSION**

The District is committed to creating a safe, supportive, and welcoming learning environment for all students and staff regardless of race, sex, religion, nationality, sexual identity, ability, or immigration status. We recognize the value and diversity that all staff, students, and families bring to the District and are committed to supporting a culture free of racism, bias, and other forms of bigotry by:

- Providing a safe and welcoming place
- Promoting cultural diversity, and anti-racism ideals and practices
- Responding to areas of disproportionality to provide an inclusive and equitable learning environment
- Recruiting, retaining, and hiring staff who are committed to anti-racist ideals
- Supporting the enforcement of laws and policies that provide sanctions against racial and ethnic discrimination in education
- Supporting legislative reform
- Collaborating with policymakers, parents, and the public regarding how they can best support conversations about racism and bigotry in our multilingual and multicultural society

## **NON-DISCRIMINATION, ANTI-HARASSMENT AND ANTI-BULLYING**

The District does not discriminate based on a protected class, including but not limited to sex, race, color, religion, national origin, ancestry, age, sexual orientation, gender identity, disability, veteran's status, or genetic information in the programs or activities in which it operates or the employment therein. The District strictly adheres to all non-discrimination and anti-harassment laws and does not tolerate acts of harassment or bullying. The HR Department monitors and ensures compliance with non-discrimination, anti-harassment, and anti-bullying processes involving staff members.

Employees who believe they have been discriminated against should notify their supervisor or the HR Department. Employees should give thought to the following:

- The exact nature of the complaint, how they may have been discriminated against, and any persons they believe may be responsible
- The date, time, and place of the event
- The witnesses or persons who know the complaint
- Any available documentation or evidence that is relevant to the complaint
- The action that could be taken to resolve the complaint

Employees who feel harassed, bullied, or discriminated against should contact HR, and HR will review the concerns. A Complaint Form for staff is available on the district website. Employees with complaints should voice their concerns immediately so the District can do its best to remedy the situation as quickly as possible.

## **ADMINISTRATOR ETHICS**

The proper performance of District business and the administration of an effective educational program requires the services of individuals of integrity, high ideals, and human understanding. To maintain and promote these essentials, the District expects all administrators to maintain high standards in their working relationships, provide professional leadership in the District and community, and the performance of their duties to:

- recognize the basic dignities of all individuals with whom they interact in the performance of duties;
- represent their qualifications accurately;

- exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;
- seek and apply the knowledge and skills appropriate to assigned responsibilities;
- keep in confidence legally-confidential information;
- ensure that their actions or those of another on their behalf are not made with the specific intent of advancing private economic interests;
- avoid accepting anything of value offered by another for the purpose of influencing judgment;
- refrain from using their position or public property or permitting another person to use an administrator's position or public property for partisan political or religious purposes. (This will in no way limit constitutionally or legally protected rights as a citizen)

In addition, the District believes that each administrator should maintain standards of exemplary professional conduct and conform their behavior to the code of ethics set forth below as adopted from the American Association of School Administrators' Statement of Ethics for School Administrators by:

- making the well-being of students the fundamental value of all decision-making and actions;
- fulfilling professional responsibilities with honesty and integrity;
- supporting the principle of due process and protecting the civil and human rights of all individuals;
- obeying local, state, and national laws and not knowingly joining or supporting organizations that advocate, directly or indirectly, the overthrow of the government; implementing the District's policies and administrative rules and regulations;
- pursuing appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals;
- avoiding the use of their position for personal gain through political, social, religious, economic, or other influences;
- accepting academic degrees or professional certification only from duly accredited institutions;
- maintaining the standards and seeking to improve the effectiveness of the profession through research and continuing professional development;
- honoring all contracts until all parties mutually agree upon fulfillment, release, or dissolution.

## **OUTSIDE ACTIVITIES OF ADMINISTRATORS**

Administrators should avoid situations where their interests, activities, and associations conflict with the District's interests. If such conditions threaten an administrator's effectiveness within the District, the Superintendent or designee and/or District shall evaluate the impact of such interest, activity, or association upon the administrator's responsibilities.

Administrators may not dedicate work time to an outside interest, activity, or association that is not job-related. All books, materials, devices, or products resulting from the paid work time and/or prescribed duties of Administrators shall remain the District's property. The District shall retain all rights and privileges about the ownership thereof.

Administrators may not use District property or District time to solicit or accept customers for private enterprises.

Administrators may not engage in business transactions on behalf of private enterprises in which they may profit by their official position or authority or benefit financially from confidential information that the administrator has obtained or may obtain because of their position or authority.

Administrators may not campaign on District property during working hours on behalf of any political issue or candidate for local, state, or national office. The constitutional right to express political and other opinions as citizens is reserved

for all administrators. When commenting or commenting on social media, administrators should emphasize that they do not represent the District's views and are not speaking as a Perry Township District administrator.

Administrators should refrain from expressions that disrupt the efficient operation of the District and /or interfere with the maintenance of discipline by District officials.

## **WHISTLEBLOWER PROTECTION**

The District requires its administrators to be careful stewards of public funds and resources entrusted to them and to comply with Indiana and federal law, District policies, and administrative guidelines in their duties for the District. The District, therefore, requires administrators to report possible violations of these expectations to their immediate supervisor. If the administrator's immediate supervisor is not responsive or is the administrator whose behavior is in question, the administrator shall submit a written report to the Superintendent. If the reported conduct relates to the Superintendent, the written report shall be filed directly with the School Board President, who shall receive the report and distribute it to each school board member upon receipt. As leaders in the District, administrators may know of potential violations and are therefore held to a high standard for prompt and complete reporting of any possible violations.

After such a report is made, the immediate supervisor will ask that the administrator's report be written. Any administrator making such a report shall be protected from discipline, retaliation, or reprisal as long as the administrator makes a reasonable and good-faith effort to determine the accuracy of any information reported. Under this policy, administrators are subject to disciplinary actions, including termination, for purposely, knowingly, or recklessly making a false report. Conversely, administrators are subject to disciplinary action, up to and including termination, if they are aware of a violation of Federal, State, or local law that the District has the authority to correct, and they do not make a report confirmed in writing to their immediate supervisor or another appropriate official.

## **EMPLOYMENT STATUS AND RECORDS**

### **MANDATORY PAYROLL FORMS**

The employee must complete a W-4 form for federal and a WH-4 for state income taxes to receive pay. Employees shall submit the electronic documents before the first day of employment and update any information changes.

### **PAYROLL DEDUCTIONS**

According to law, the District deducts the following from employee paychecks: Federal Withholding Tax, State Adjusted Gross Income Tax, Social Security and Medicare, County Option Tax according to law, and INPRS. The District requires all employees to participate in direct deposit.



If the eligible employee chooses to apply to participate in any of the below programs<sup>1</sup>, the District will deduct designated amounts from an employee's paycheck:

1. Health Insurance
2. Dental Insurance
3. Vision Insurance

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<sup>1</sup>This invitation to inquire allows eligible full time employees an opportunity to inquire further about the insurance currently offered and is limited to a brief description of the loss for which benefits may be payable. The policies have exclusions, limitations, reduction of benefits, and terms under which the policy may be continued in force or discontinued. When a range of benefits levels is present, the insured will only receive the coverage written in the contract selected and issued. The policies contain waiting, elimination, probationary, and similar time periods before coverage begins and when benefits may be payable for losses. Certain losses are not covered if the cause of the loss is traceable to a condition existing prior to the coverage effective date. For costs and complete details of coverage, contact the HR department or the insurance company for a sample contract.

4. Flexible Spending Account (Limited Purpose, Medical, and Dependent Care)
5. Group Term Life Insurance and Accidental Death and Dismemberment (no deduction)
6. Health Savings Account - with High Deductible Health Plan (HDHP) only
7. Tax-Deferred Annuity Program
8. TRF/PERF Employee Contributions
9. Voluntary Insurance Deductions (AFLAC, Supplemental Life, and Short-Term Disability)
10. Perry Township Education Foundation

## **SALARY AND COMPENSATION**

### **Salary and Evaluation**

1. Administrators will receive an annual performance evaluation based on a standardized rubric. The results of an evaluation may lead to an Assistance Plan and/or Remediation Plan.
2. An administrator must be evaluated as Highly Effective or Effective to receive a salary increase. Any administrator evaluated as Needs Improvement or Ineffective will not receive a salary increase.
3. Annual salary increases for Administrators will be consistent among Administrators rated Highly Effective or Effective and will be recommended by the Superintendent for approval by the Board.

## **DIPLOMA, LICENSURE, AND CERTIFICATION VERIFICATION**

The District employs individuals with proper licensure, certification, or registration by the appropriate agency in positions necessitating such requirements. The employee must maintain the license, certification, or registration and keep current if required. Failure to maintain appropriate licensure, certification, and/or registration may result in disciplinary action, including discharge from employment. Falsifying a degree or diploma on a resume or Application for Employment will result in disciplinary action, most likely resulting in dismissal.

## **RESIGNATION/TERMINATION**

Administrators are expected to provide a minimum of thirty (30) days' notice of intent to resign. If an administrator has a certified contract, the District will provide due process compliance with applicable law before terminating or

discontinuing an administrator's contract. The contract terms will dictate the termination terms for an administrator that is not certified.

## **EMPLOYEE REFERENCE POLICY**

Administrators and other supervisors may provide a reference for current or former employees if the supervisor has direct knowledge of the employee's work performance. HR will provide reference information that is verifiable from the personnel file. If an employee has separated from employment and the District receives a request for information from a prospective future employer, the HR Department will provide the employee's start and end dates, ending title, and ending salary. If the former employee submits a signed written release, additional information may be provided if verifiable from the personnel file. The Director of HR may also provide additional information as required by law. It is expected that a reference be obtained from the current or last place worked to comply with Indiana school hiring practices.

## **UNEMPLOYMENT COMPENSATION**

Administrators are eligible for benefits under this statutory program, but only within specific restrictions. Information about this program can be reviewed at <http://www.in.gov/dwd/2334.htm>.

## **WORKING CONDITIONS**

### **CONFLICT OF INTEREST AND NEPOTISM**

#### **Conflict of Interest**

A conflict of interest occurs when an administrator knowingly or intentionally benefits financially from a contract with the District or a purchase made by the District. Administrators shall not engage in nor have a financial interest in (directly or indirectly) any activity that conflicts or raises a reasonable question of conflict with their responsibilities to the District.

Any administrator with reason to believe that they may have a conflict of interest must disclose the potential conflict annually on an electronic form available from HR.

An administrator who fails to disclose the conflict of interest may be subject to disciplinary action.

#### **Research and Publishing**

Staff are encouraged to contribute articles to professional publications and to engage in approved professional research. Staff are to abide by all copyright provisions. All books, materials, devices or products which result from the paid work time and/or prescribed duties of staff members shall remain the property of the District.

#### **Nepotism and Fraternalization**

Relatives of persons currently employed may be hired only if they are not working directly for or supervising a relative. A relative is a spouse, domestic partner parents, grandparents, grandchildren, children, or siblings (half, in-law and step included). This policy may also apply to individuals who are not legally related but reside with or have an intimate or close personal relationship with another employee.

Family members are not allowed to have a supervisor-subordinate relationship and must notify Human Resources if they choose to date, engage in a romantic relationship or have sexual relations. The District will transfer one or both employees so they no longer have a supervisor-subordinate relationship. Those in a managerial or supervisory role need to understand that personal relationships with employees who report to them may be perceived of favoritism, misuse of authority, or potentially sexual harassment, and as a result, these types of relationships are unacceptable.

Employees must electronically disclose the relationship to HR to ensure the District adheres to the policy. Annually, Administrators will be required to disclose relationships that meet the relative relationship policy.

Employees who fail to disclose the relationship may be subject to disciplinary action.

## **ETHICS**

- Employees are expected to perform their duties with integrity and high standards.
- Employees are expected to be appropriate role models for our students.
- Employees are expected to be honest.
- Employees are to avoid accepting anything of value that is offered by someone to influence your judgement.
- Employees are not allowed to work for another employer while being paid by the District for core hours worked.

## **SAFETY**

Maintaining a safe work environment is the shared responsibility of the District and all employees from all levels. The District will take all reasonable steps to ensure a safe environment and comply with federal, state, and local safety regulations.

The District does not allow firearm possession inside its buildings (except by law enforcement personnel acting in their official capacity).

The District has installed video cameras in designated areas of the facilities, some vehicles, and grounds to enhance the security in and around all District-owned properties.

All District-owned vehicles must be operated safely and responsibly, following local, state, and federal regulations to encourage drivers' and passengers' safety and minimize physical damage to the vehicles. All District vehicle drivers must possess a valid driver's license from Indiana. If an employee who drives a District vehicle has more than four (4) points on their license or is charged with a serious traffic offense, the employee must report this immediately (not more than 48 hours) to the HR Department and Business Office, so the District's liability carrier is notified. An unfavorable record will result in the loss of school-owned vehicle driving privileges and potential termination of employment if driving is an essential job function.

If an administrator is required to drive a personal vehicle to perform job duties, the administrator must carry and maintain automobile liability and property damage coverage. An administrator's coverage is primary in the event of an accident. The District's policy will cover as long as the administrator drives for District business but only after personal liability limits are exhausted. The District does not provide Comprehensive or Collision coverage for an administrator's vehicle if in an accident.

## **USE OF EQUIPMENT AND VEHICLES**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using District property, an administrator must exercise care and follow all operating instructions, safety standards, and guidelines.

Administrators must notify their supervisor or the facilities department of any equipment, machine, tool, or vehicle that appears damaged, defective, or needs repair. Prompt reporting of damages, defects, and the need for repairs could prevent equipment deterioration and possible injury to an employee or others. An administrator involved in an accident during work hours using work equipment may be required to take a fitness for duty exam. Employees are prohibited from using district-owned equipment or supplies for personal use without prior approval by a building administrator or supervisor. Following Internal Control processes, failure to report personal use of District equipment or supplies may be grounds for immediate discharge.

## **IDENTIFICATION BADGE**

Wearing an ID badge is mandatory while working for the District. ID badges should be visible so all staff can be readily identified. The District will furnish an initial ID badge at its expense. If an employee loses an ID badge, they must report the loss immediately to the Perry Township Schools Police Department due to the safety risk of potential unauthorized building access. A lost or damaged badge will require an employee to pay for a new one at the employee's expense. Employees who voluntarily or involuntarily terminate employment with the District must return their ID badge, keys, and computer no later than the last scheduled workday. The Perry Township Schools Police Department may be asked to assist in recovering equipment, to include an Employee's ID badge if the District property is not returned in a timely manner.

## **COMMUNICABLE DISEASE AND WORK STATUS**

The District recognizes an employee with a life-threatening, infectious, or communicable illness such as cancer, heart disease, hepatitis, or AIDS may wish to continue work to the extent the condition allows. Employees with actual or suspected infectious or contagious conditions may be referred to the school nurse or HR. If the nurse or HR suspects an infection or communicable illness, the employee will be advised to seek the service of their physician. If an employee is off work for three or more consecutive days because of a personal illness, they must present a medical release to return to work. The employee is expected to contact HR, or if notified, HR will contact the employee to determine FML eligibility. The decision to allow the employee to continue work will be based on meeting normal performance standards and receiving satisfactory medical evidence that the employee does not present a risk to themselves or others.

## **TOBACCO USE**

An employee cannot consume or use tobacco while on District property. Tobacco includes any form of smoked tobacco products (i.e., cigarettes, cigars, pipes, electronic cigarettes, or vaping) applied to the gums (i.e., dipping, chewing tobacco, or snuff) and/or inhaled.

## WORKERS' COMPENSATION

The District provides workers' compensation insurance in accordance with Indiana's Workers' Compensation Act. Workers' compensation insurance offers limited benefits to eligible workers for work-related injuries or illnesses requiring medical treatment. Employees who sustain work-related injuries or illnesses must promptly inform their supervisor immediately, no matter how minor the injury or illness appears. All injured employees must call Paradigm, our Workers' Compensation liaison, to verbally report an injury. The Paradigm phone number is 1-844-454-1143. Paradigm will triage all medical care and coordinate reporting to the HR Department. All injury-related questions should be directed to the HR department or the [workcomp@perryschools.org](mailto:workcomp@perryschools.org) email.

Benefits are generally available after a waiting period. Worker's compensation benefits will not be available for the first seven (7) calendar days unless the disability continues for over twenty-one (21) calendar days. Thus, the employee may use sick, personal, and/or vacation leave for the first seven (7) calendar days off due to an injury on the job. Vacation or personal leave will not be used unless instructed by the employee. If the employee does not have adequate leave to cover the seven (7) calendar days, the employee will have to be off work without pay.

Employees injured at work must report to the prescribed provider for care and injury diagnosis. Failure to do so may cause the claim to be unpaid.

In the event an employee is required to be absent due to an injury sustained as a result of an assault or battery which is determined to be compensable under workers' compensation laws while the employee is appropriately discharging their duties, the employee shall receive the difference between the daily rate paid through worker's compensation and the employee's daily rate for a period up to the number of days in the employee's scheduled workdays for the school year and shall not be charged against the employee's sick leave. The District may require an independent medical or psychological examination at the District's expense if there is a question about the employee's condition. The HR Department shall assist the employee in communicating with the providers for workers' compensation. Employees must comply with the worker's compensation reporting and care provision to receive the benefits.

As promptly as the nature of the assault or battery allows, the employee shall report to their supervisor all cases of assault or battery, whether injured or not, connected with their employment. The supervisor shall, in turn, promptly inform the HR department in writing with a copy of the report given to the supervisor or building administrator.

Paradigm will work with the employee to direct the appropriate care level at a district-approved provider. Personal physicians are not allowed under Workers' Compensation, and generally, employees are required to seek medical care at the following clinic or where directed by Paradigm:

**Concentra Urgent Care**

853 N. Emerson Avenue, Suite B

Greenwood, IN 46143

Phone: 317-886-0512

For injuries between 8 AM- 5 PM

**For all injury-related questions, including after hours, always call Paradigm at 1-844-454-1143 for guidance.**

For more information on Indiana Workers' Compensation, please visit the link: <https://www.in.gov/wcb/2382.m>

## RETURN TO WORK POLICY:

The District has a Return to Work program to cover any employee who cannot perform their regular work duties due to

an injury incurred on the job. The essential concepts of this program are outlined below:

Our District's goal is to provide meaningful work activity for support staff employees who temporarily cannot perform all or portions of their regular work assignments due to work-related injury or illness. Injured employees remain an active and vital part of the District by providing temporary, alternate, or modified duty work activity. Return to Work duties may be in the form of changed responsibilities within the scope of an employee's current position or other available alternate duties for which they may be qualified or through a reduced work-hours schedule.

If work is available that meets the limitations/restrictions set forth by the attending physician, the employee may be assigned transitional or modified duty work for a period of time not to exceed 180 days. Alternate and/or modified work or light duty is a temporary program, and an employee's eligibility for a temporary assignment will be based on medical documentation and continued recovery.

If an employee cannot return to their position due to restrictions, the District will determine if a position that meets the new position pay rate restrictions is available. However, if an employee can't return to work after 180 days, the employee will be separated from service.

Worker's Compensation may run concurrently with FMLA.

### **Employee Procedures:**

All work-related injuries should always be reported immediately to the employee's supervisor and no later than the end of the shift when the injury occurs. Every employee is responsible for calling Paradigm the first step in injury reporting. Employees who fail to report an injury timely (no later than the end of the scheduled workday) may be subject to the disciplinary process as the District must meet the Indiana "First Report of Injury" requirements.

An Indiana Workers' Compensation First Report of Employee Injury/Illness form will be completed after HR receives the report from Paradigm.

When medical treatment is sought, the employee must advise the supervisor and call Paradigm to ensure the provider is aware of the employee seeking medical care for a potential workers' comp injury. Paradigm will provide the locations of the District's approved medical providers. The attending physician will complete a Return to Work Evaluation form, which must be returned to the supervisor, and a copy will be sent to HR on the same day as the appointment. Specialists and physician visits will also require a Return to Work Evaluation form.

An employee approved for medical treatment will be paid for the date of the injury if unable to return to regular duty on the date of the injury. All follow-up care, including physical therapy appointments, should be scheduled outside the employee's regular work schedule and is not considered paid work time. If an employee can only schedule appointments during the workday with prior supervisory approval, the employee must clock out and be unpaid for the appointments. The employee cannot use scheduled lunch breaks for appointments without clocking out, as lunchtime is unpaid.

Under the "Return to Work" program, temporary modified duty work may be available for up to 180 days (with frequent review) while temporarily unable to work in an employee's regular job capacity.

If the employee is unable to return to their regular job but can perform alternate duty work, the District will maintain the employee in the light-duty assignment (if available, given the work restrictions) until the employee reaches Maximum Medical Improvement (MMI) or will pay Temporary Total Disability (TTD) until such time frame if light duty is

not available for a maximum 180 calendar days. If an employee reaches the MMI, workers' compensation ends, and there is no obligation to continue light duty if the employee has permanent restrictions. If a position is open and available that satisfies the permanent restrictions that the injured worker is qualified for, the injured worker will be considered for the new position at the pay rate for the new position. An employee's failure to accept the new position may not be eligible for full benefits under the worker's comp program. It may disqualify certain employee benefits or separation from employment.

If an employee cannot perform duties while off on Workers' Compensation, they will be eligible to continue on all benefits in force at the time of injury by paying their portion of the benefit payments for up to 180 days.

If the employee cannot return to work at the end of 180 days, the employee will be eligible for Long Term Disability (LTD). When an employee transitions to LTD, the employment relationship is separated. If the employee can return to work at a later date, the employee must apply for an open position as an external candidate.

Employees who can never return to their previous position may request reassignment to a different position as a "reasonable accommodation of last resort" under the ADA. The District will attempt to accommodate the employee with an existing vacant position at the current pay range but will not be obligated to create a new position for the employee.

Additional information may be obtained by contacting the HR Department. Workers' Compensation may run concurrently with Family Medical Leave.

## **MANDATORY TRAINING EXPECTATIONS**

Employees whose job competencies require them to attend or view mandatory training classes must attend or complete the training classes no later than the expiration date of the course. If there are extenuating circumstances (approved FMLA or death in the family) that preclude an employee from completing the training within the required time frame, the employee must provide a written explanation to the supervisor, who will then forward it to HR. Employees who fail to complete mandatory training by the due date may be suspended without pay until training has been completed and may be required to take the training on their own time and at their own expense. An employee on approved leave will have up to thirty (30) days after returning from leave to complete the mandatory training that expired during the employee's approved time off.

## **CONFERENCES AND MEMBERSHIPS**

The District encourages administrators to actively participate in local, state, and national organizations by providing arrangements for an administrator to attend the meetings of such professional organizations if the administrator has a membership in the organization which sponsors the meeting.

1. Conference expenses will be carried in the budget: However, requests for travel and attendance at meetings will be approved within the adopted annual budget framework if possible. It will be the final prerogative of the Superintendent or his designee to determine who will be eligible to attend state and national meetings. The District will reimburse an administrator for professional travel if the administrator has received prior approval. An administrator may be reimbursed for the mileage or lowest available airfare, whichever is less, for conferences approved by the Superintendent or designee. The Administrator will be reimbursed at a per diem rate for meals.

2. Requests for permission to attend professional meetings must be made on the form “Application for Approval of Professional Travel.” They must be filed with the Superintendent or designee at least one (1) week before the meeting. The Superintendent or their designee must approve any exceptions.

## **EMPLOYEE CONDUCT AND WORK RULES**

### **RULES OF CONDUCT**

The following rules of conduct create a positive work environment. Employees violating these rules and regulations are not performing in the District’s and their co-workers’ best interest. By way of example, rather than limitation, the following conduct provides sufficient cause for disciplinary action up to and including discharge:

1. Abusive, unprofessional, or inconsiderate treatment of fellow employees, students, visitors, and/or the public.
2. Insubordination or neglect of duty.
3. Deliberately giving false information on an employment application, time records, or other records or altering, removing, or destroying records, reports, or documents without authorization.
4. Any unauthorized removal of property from the District, i.e., theft.
5. Being under the influence of or possessing alcohol, illegal drugs, or controlled substances at work and not properly prescribed for the employee by a physician.
6. Fighting or inappropriate conduct on the District’s property, including the use of profanity, verbal abuse, or violent acts or threats.
7. Violence in the workplace, including bullying.
8. Sleeping during working hours.
9. Illegal gambling on property or while on duty.
10. Failure of the employee to report an arrest, the filing of criminal charges, and/or the conviction of criminal offenses to their supervisor or the Superintendent within 48 hours of the occurrence.
11. Failure to respect the confidentiality of information and records.
12. Deliberate, careless handling of materials resulting in damage to the District’s property.
13. Possession of a firearm in a school building or on school property while on duty as a school employee unless the firearm is locked in the trunk of the employee’s vehicle, kept in the glove compartment of the employee’s locked vehicle, or stored out of plain sight in the employee’s locked vehicle.
14. Acts of harassment or intimidation toward another employee.
15. Excessive absenteeism, tardiness, unauthorized departure from work (abandonment of job duties), or being paid while not working (ghost employment).
16. Serious misconduct or criticism of authority, i.e., misconduct that would bring discredit and/or harm upon the District.
17. Failure to meet and maintain established performance standards as provided in job descriptions and performance appraisal criteria, including mandatory training expectations.
18. Use of tobacco on District property.
19. Failure to report accidents, damaged equipment, or other hazardous conditions.
20. Absence from assigned duty station without permission of the employee’s supervisor.
21. Violation of fire or safety regulations.
22. Violation of Social Media policy. Staff should review the handbook and the board policy regarding “Responsible Use of Social Media” on the District’s website.
23. Violation of ethical boundaries between a staff member and a student.
24. Violations of rules or regulations published by any of the District’s divisions, departments, or offices, or regulations adopted by the District.



25. Failure to submit to a drug or alcohol test when there is cause for reasonable suspicion due to behavior or performance concerns.
26. Unsatisfactory performance or conduct.

Steps of progressive discipline procedures may be waived for severe infractions.

Administrators on a performance improvement plan or rated ineffective may not receive a pay increase.

## **CIVILITY AND DECORUM:**

The following disruptive or uncivil behavior will be grounds for disciplinary action up to and including discharge from employment and includes:

- Actions taken or words conveyed with the purpose to intimidate, threaten, or harass;
- Using profanities or obscenities;
- Raising one's voice above an appropriate level;
- Personal attacks;
- Gesturing in a manner that causes one to fear for his/her safety;
- Invading, or remaining, in one's personal space after being asked to move away;
- Physically blocking others from moving about freely; or
- Using physical force or threat of physical force

All incidents of uncivil or disruptive behaviors from employees will be documented and followed up through the chain of command.

## **REQUIRED REPORTING**

During employment with the District, an employee shall be required to immediately report to the Department of Child Services (DCS) or law enforcement any suspected child abuse and/or neglect. A supervisor will assist in completing the appropriate documentation. In addition, staff shall be required to report to law enforcement any suspected violations in the school environment (including, but not limited to, battery, intimidation, or threats to staff, alcohol consumption, illegal controlled substance violations, and criminal organization activity).

Employees shall be required to report their arrest and/or the filing of criminal or DCS charges against the employee and conviction of criminal charges to their supervisor, HR, Superintendent, or designee within 48 hours of the occurrence.

The Supervisor or designee shall obtain a review of each reported arrest and/or conviction in consultation with HR, and together they will recommend appropriate action to the District considering the risk to members of the school community presented by the employee's continued employment. Failure to self-report within forty-eight (48) hours may lead to a termination recommendation for insubordination.

At any time during employment, if an employee is arrested or charged with a crime with DCS, the employee is required to report the arrest or charge within 48 hours to the supervisor. The supervisor will consult with HR as most DCS charges require an employee to go on an immediate "leave" status because of the proximity to children on the District's premises. Each case will be reviewed on a case-by-case basis but may subject the employee to immediate dismissal, depending on the allegation.

Senate Bill 342 - 2023 requires the following:

1. The District must contact references and, if applicable, the most recent employer provided by a prospective employee before the District may hire the potential employee.
2. The District must conduct an expanded child protection index check concerning each applicant for employment before or not later than 60 days after the applicant's hire date. Employees must comply by the deadline, or the District will separate employment until the DCS check returns as favorable.
3. The District must conduct an expanded criminal history check on each employee every five years. The expanded background check will be done through the HR Department. Employees will be notified they must complete said expanded criminal history check. Employees must comply by the deadline, or the District has the right to discipline up to and including termination for non-compliance. If a charge is discovered on the five year background check that was not disclosed, the employee is subject to discipline. An employee on approved leave will have up to thirty (30) days after returning from leave to complete the mandatory background check requested during the employee's approved time off.

In 2023, the following provision was added and as a result: requires a separate board approval when an employee is being hired and has committed any of the following offenses:

1. Offense relating to operating a motor vehicle while intoxicated
2. Reckless homicide
3. Battery
4. Criminal confinement
5. Public indecency
6. Contributing to the delinquency of a minor
7. Offense involving a weapon
8. Offense relating to a controlled substance other than marijuana

## **RESPONSIBLE USE OF SOCIAL MEDIA**

The District encourages responsible self-expression, and employees are expected to develop social media practices consistent with this policy.

### **Social Media Defined**

Social media includes but is not limited to all means of communicating or posting information or content of any sort on the Internet, including the employee's own or someone else's weblog or blog, journal or diary, personal website, social networking or affinity website, web bulletin District or a chat room, whether or not associated or affiliated with the employer.

### **General Provisions**

Employees are responsible for monitoring their content postings, and they should be aware of privacy settings and deliberate about how they would like their content to be consumed. Employees should also assume that anything posted or shared online could become public information. Employees could be personally liable for defamatory, obscene, proprietary, or libelous content.

Employees shall not disclose any confidential information (information that is declared or permitted to be treated as confidential by State or Federal law or employer policy, including the Family Educational Rights and Privacy Act (FERPA)) obtained in the course of their employment about individuals or organizations, including students and/or their families

or another member of the school community. For example, employees may never post a student's behavior or attendance on an employee's personal social media platform or website.

### **Official versus Personal Content**

Unless specifically instructed, employees are not authorized to and therefore are restricted from speaking on behalf of the District. Employees should deliberately describe that their views expressed in a blog or on social networking sites are their own, not their employers. Using an employer's email address, job title, seal, logo, or letterhead represents the employer officially. Other communications leading an average consumer to conclude that posted content was made in an official capacity could also be considered to represent the employer in an official capacity. Absent evidence of previous steps taken to distinguish content as personal expression, statements made in blogs or on social media networking sites may be perceived as being in the scope of the employee's official job duties. If the media or press contacts an employee about their employer, employees should contact the Marketing and Communications Director or designee.

Employees are subject to discipline and employment termination for content that exceeds legal protections, even if they disclaim their expression as personal. For example, when making statements in blogs or social media networking sites, employees shall not make threatening, harassing, obscene, defamatory, or hostile comments. Employees also shall not knowingly or recklessly disregard the truth or make false statements of fact about the employer or its District members, students, or employees.

### **Communications with Students**

Employees should not use social media for discussion with a student(s). All student/staff discussions must be on approved communication platforms, not personal cell phones or personal email. Staff should not use pictures of students in their personal social media communication as parents or guardians of students may have requested anonymity. We request all staff be mindful of oversharing student information on social media. Sharing pictures from the District website is encouraged to celebrate student achievement and success.

If the building administrator knows the communication platform, extra-curricular leaders may use group social media platforms to communicate with students about travel plans, schedule changes, and similar topics.

Employees who wish to create websites for student support, such as listing athletic events or classroom support materials, shall have those sites approved by the administration and linked to employer websites. These pages are subject to all employer policies and procedures. Employees shall allow the Superintendent and/or designee to access any school-related social media site as a "friend," "follower," or similar access request.

### **Reporting Violations**

Any violations of this policy should be shared with supervisors, managers, or the HR department. Violating this policy will result in disciplinary action, including immediate termination.

## **USE OF COMMUNICATION SYSTEMS**

Employees are provided access to the internet to assist them in performing their job. Email, instant messaging, text messaging, and voicemail can provide excellent communication with other employees and external resources. The internet, voice mail, and telephones must be tempered with common sense and good judgment.

Content created, stored, or received on the District's computer and/or telephone systems or created using District

property may and likely will be reviewed by administrative staff and other authorized representatives. Employees should have no expectation of privacy in anything they create, store, or receive on the District systems, and the systems belong to the District and should be used for District purposes.

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate may not be sent by email or other forms of electronic communication (bulletin District systems, blogs, newsgroups, chat groups), downloaded from the internet, or displayed or stored in the District's computers. Employees encountering or receiving this material should immediately report this to the supervisor.

### **Artificial Intelligence (AI) Guidelines:**

The district encourages the use of AI as it can assist employees in creating, editing, and fact-checking. However, it is expected that employees are mindful of AI's potential abuse, and the following are expected guidelines when using AI:

- Independent verification of information is required when obtaining information via AI
- The District prohibits the disclosure of confidential and propriety information when using AI
- The IT Department must approve the download of any AI software onto company devices
- When using AI, employees must appropriately credit final work product to ensure there are no issues with copyright or plagiarism as a result of using AI

### **DRUG-FREE WORKPLACE**

The District believes quality education is not possible in an environment affected by illegal drugs. It will, therefore, seek to establish and maintain an educational setting not tainted by the use or evidence of any mood-altering controlled substance except for appropriately prescribed medication reported to an employee's supervisor.

The District shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, and any other drug paraphernalia, by any member of the District's professional staff at any time while on District property or while involved in any District-related activity or event.

Further, any staff member found in possession of, use, distribution/distributing of any illegal substance at any time will be subject to disciplinary action, which may lead to termination. Employees who refuse to submit to a drug test when their behavior meets the reasonable suspicion standard due to behavior or performance concerns may be terminated.

Employees required to take medication prescribed by a physician that may impair job performance should report this to their supervisor. The treating physician may be asked to verify whether the medication may impair performance and identify precautions required to ensure the employee does not endanger themselves, co-workers, or students. All prescription medication should be kept in a locked cabinet or personal vehicle due to the potential risk to students. If an employee cannot function safely or effectively while using prescribed medication, the employee may be placed on a medical leave of absence, alternate duty, suspended, or terminated, depending upon the time needed off from work.

### **REASONABLE SUSPICION TESTING**

Employees are subject to testing based on (but not limited to) observations by the supervision of apparent workplace use, possession, or impairment. HR should be consulted before taking an employee for testing, and the employee is required to use the clinic mandated by the District. In cooperation with HR, the supervisor will document the specific observations and behaviors that create reasonable suspicion. Under no circumstances will the employee be allowed to drive themselves to the testing facility. An HR or a supervisor-level employee must escort the employee. Arrangements

will also be made for the employee to be transported home. The District will pay the actual cost for drug and alcohol impairment testing required by the District for its employees. The District will provide transportation costs to its employees to travel to and from the testing facility. Employees who fail testing or refuse a test may be subject to disciplinary action, including discharge from employment. Employees who admit they need assistance may be eligible for a last-chance agreement with the EAP.

## **STAFF DRESS AND GROOMING**

Staff dress and grooming directly reflect the professional standards established in the District. Due to the visibility of our staff to students, other staff members, and the public, the District expects all employees to be appropriately dressed and well-groomed. Different departments may have stricter or different dress code standards, and employees must follow department policy. In the absence of department policy, the following applies:

### **Staff members assigned to District duty are expected to:**

1. Be physically clean, neat, and well-groomed;
2. Dress in a manner that reflects their professional position in the District.
3. Cover offensive tattoos.
4. Not wear any visible body piercings except for pierced ears and small nose piercings. Clear or flesh spacers are allowed to fill piercings.
5. Be groomed in such a way that their dress or hair does not disrupt the educational process or cause a health/safety hazard;
6. Wear the prescribed uniform as applicable and approved by the District. Departments may have stricter grooming standards due to health codes, safety regulations, or professional standards. Department policy will be primary if the building policy differs.

The District will provide reasonable accommodation from the above dress requirements because of an employee's religious practices, disability, medical condition, or other legitimate reasons unless such reasonable accommodation imposes an undue hardship. Employees are encouraged to contact HR to request reasonable accommodation.

## **WORKPLACE VIOLENCE**

The District is committed to promoting a safe and secure work environment. All employees are expected to treat co-workers, students, families, and vendors in the workplace in a mature and professional manner. The following are examples of behavior that is considered violent, threatening, or harassing:

- Repeated abusive or profane language
- Bullying
- Allusions to violence against self or others
- Aggression, intimidation, or hostile behavior
- Dangerous pranks or aggressive horseplay
- Fighting or assault
- Persistent inappropriate anger or conflict
- Sexual harassment, stalking, or unwanted pursuit
- Refusal to respect the rights of others

Employees who become aware of troubling persons or situations that cause severe anxiety, stress, conflict, or fear must

report such concerns to their immediate supervisor, HR, or the police department.

Employees who are aware of or are experiencing personal situations involving domestic or family violence that may adversely affect the safety and security of the workplace should report such concerns to their immediate supervisor.

## **EMPLOYEE BENEFITS**

### **HEALTH, DENTAL, AND VISION INSURANCE ELIGIBILITY AND EFFECTIVE DATES**

An employee in an eligible position must work a minimum of thirty hours per week to participate in these benefit plans unless indicated differently in the information below.

All new administrators shall become eligible to participate in the insurance plans currently offered on the first of the month following thirty (30) days of continuous employment. The administrator must complete enrollment through the online enrollment portal within thirty (30) days of the eligibility date. Administrators are paid in twenty-six (26) bi-weekly, consecutive payments (unless otherwise noted in the administrator's contract). Most deductions are on a 24-pay period basis.

The benefits will be immediately discontinued when an administrator dies or is released from a contract for any reason. If an administrator resigns, coverage will continue until the end of the month, when the administrator is paid the remaining contract salary, and vacation leave payout, if applicable. An administrator who fulfills the term of the school year contract shall have insurance through August 31<sup>st</sup>.

Every fall, eligible employees will be offered an open enrollment opportunity. Employees may elect to add/drop/change coverage during the annual open enrollment period, add or delete eligible dependents, or change the current health, dental, vision, and voluntary benefit options. Changes made during the open enrollment period will be effective on January 1. Changes outside of open enrollment are prohibited unless a Qualifying Life Event (change in family status) occurs.

A Qualifying Life Event or change in family or personal status shall be defined as a change in marital status, a change in employment status of either the employee or the employee's spouse, loss of coverage, or a change in family size. Employees shall have thirty (30) days from the Qualifying Life Event date to request coverage under the Plan. If coverage is not requested during the thirty-one (31) day period, the employee must wait until the next annual open enrollment or Qualifying Life Event, whichever occurs first.

The District has a spousal carve-out provision for the health insurance plan following the Hoosier School Benefit Trust guidelines. Annually, the District is audited for dependent verification compliance for health insurance; non-compliance will result in removing dependents for health insurance.

The District complies with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and its amendments which give employees and their families who lose their health benefits the right to choose to continue group health benefits provided by the District for a limited period under certain circumstances such as a voluntary or involuntary job loss, reduction in the hours worked, the transition between jobs, death, divorce, and other life events. Qualified individuals must pay the premium for coverage of up to 102% of the plan's cost. The District uses a third-party administrator for those who are COBRA-eligible.

## **BEREAVE**

The District has partnered with Bereave to provide staff assistance with grief issues, which include resources to help staff when facing the loss of a loved one or a family member. Contact the HR department with questions if you need help or support, as we all will experience grief and loss during our working lives. Information regarding Bereave is available in the Benefits Portal on the Perry Township Schools website. The website link to Bereave is [bereave.io/home](http://bereave.io/home).

## **CELL PHONE REIMBURSEMENT**

Administrators required to be on call 24/7 due to their district responsibilities shall be reimbursed \$100 monthly for cell phone reimbursement.

## **DEATH BENEFIT**

The District will pay a benefit to the primary beneficiary designated by the administrator on the basic life insurance policy if the administrator dies while under contract. Should the administrator fail to designate a beneficiary, the District will designate the primary beneficiary confirmed by the Indiana State Public Retirement System (INPRS). The death benefit is equal to the number of accumulated sick leave days, not to exceed a total of ninety (90) days multiplied by the daily rate of the administrator's salary at the time of death. The death benefit includes one hundred forty dollars (\$140.00) per year of service in the District.

If the administrator dies, the spouse may continue on the health, vision, and dental insurance in accordance with COBRA law.

## **DENTAL INSURANCE**

Dental insurance is available to employees and their eligible dependents. There are two dental plans available; basic and enhanced. Information regarding dental plans is available in the Benefits Portal.

## **DISABILITY INSURANCE**

### **Short-Term Disability (STD) – see Voluntary Benefits**

**Long-Term Disability (LTD)** - The District pays the Long-Term Disability insurance premium for eligible employees. An eligible employee is automatically enrolled on the first of the month following thirty (30) days of employment, and the benefit terminates at the end of the month of active work for those leaving employment who are not disabled. The waiting period for LTD is ninety (90) days. When an employee is on LTD, they are being paid by the disability carrier, not the District. Once an employee is eligible for LTD, they have exhausted FMLA rights, they are no longer in a job-protected leave status, and their employment with the District will end. If the individual is released to return to work, the former employee is welcome to apply for any open position for which they are qualified.

## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The EAP offers short-term counseling to all employees and anyone in their household. The EAP has numerous locations and can direct you to the most convenient office. An EAP counselor can also be reached by phone 24 hours a day. The EAP is confidential, and services are provided at no charge to you. The phone number to contact the EAP is 1-800-543-4158 or 317-621-7742.

## **HEALTH INSURANCE**

Health insurance is available to eligible employees and their eligible dependents. Two types of plans are available; Traditional PPO and HDHP (high deductible health plan). Information regarding the health insurance plans is available in the Benefits Portal on the Perry Township Schools website.

## **HEALTH SAVINGS ACCOUNT (HSA)**

A Health Savings Account is available to eligible employees with high-deductible health plans (HDHP). Information regarding the HSA is available in the Benefits Portal on the Perry Township Schools website.

## **INDIANA PUBLIC RETIREMENT SYSTEM (INPRS)**

### **PUBLIC EMPLOYEES RETIREMENT FUND (PERF)**

Non-certified administrators are required to join the Public Employees' Retirement Fund. The District contributes the administrator's required contribution of three percent (3%) of their gross earnings to this retirement program, and the employer contributes a statutory amount. Vesting in District contributions occurs after ten (10) years of INPRS service. An administrator is always 100% vested in their contributions. Visit the INPRS website at [www.inprs.in.gov](http://www.inprs.in.gov) for details.

### **TEACHERS RETIREMENT FUND (TRF)**

Certified administrators are required to join the Teachers' Retirement Fund. The District contributes the administrator's required contribution of three percent (3%) of their gross earnings to this retirement program, and the employer contributes a statutory amount. Vesting in District contributions occurs after ten (10) years of INPRS service. An Administrator is always 100% vested in their contributions. Visit the INPRS website at [www.inprs.in.gov](http://www.inprs.in.gov) for details.

## **LIFE INSURANCE (TERM)**

All eligible employees will be enrolled on the 1st of the month following thirty (30) days of continuous employment. The District pays the total cost of the life insurance plan for eligible employees. The term life insurance coverage amount is \$150,000 and offers an Accidental Death and Dismemberment benefit. Beneficiaries for the life insurance plan should be reviewed and updated annually in the benefit portal.

## **VISION INSURANCE**

Vision insurance is available to employees and their eligible dependents. Vision insurance is not subject to the spousal carve-out. The Benefits Portal on the Perry Township Schools website provides information regarding the vision plan.



## **VOLUNTARY BENEFITS:**

### **AFLAC SUPPLEMENTAL INSURANCE POLICIES**

Various supplemental insurance policies are available to eligible employees and their eligible dependents. The employee pays 100% of the premium. Employees may apply during new hire enrollment and the annual open enrollment period.

### **DEPENDENT CARE ACCOUNT**

The employer has established a Dependent Care Account Program. This program is intended to qualify as a "Cafeteria Plan" within Section 125 of the Internal Revenue Code and any other applicable provision of law. The Benefits Portal on the Perry Township Schools website provides information regarding the DCA plan.

### **FLEXIBLE SPENDING ACCOUNT (FSA)**

The employer has established a Flexible Spending Account Program. This program is intended to qualify as a "Cafeteria Plan" within Section 125 of the Internal Revenue Code and any other applicable provision of law. Information regarding the FSA plan is available in the Benefits Portal on the Perry Township Schools website.

### **PERRY TOWNSHIP EDUCATION FOUNDATION (PTEF)**

Payroll deduction will be available for employees desiring to contribute to the Perry Township Education Foundation. The PTEF is a grant-making organization that raises funds to support innovative and creative programs to enhance learning throughout Perry Township Schools.

### **SHORT-TERM DISABILITY (STD)**

The District offers payroll deductions for a short-term disability program. The eligible employee pays 100% of the premium. Information regarding the STD plan is available in the Benefits Portal on the Perry Township Schools website. An employee must exhaust all paid leave time, except the employee may save up to five (5) paid leave days before STD eligibility. The STD elimination period is fourteen (14) calendar days.

### **SUPPLEMENTAL LIFE INSURANCE (EMPLOYEE, SPOUSE, CHILDREN)**

An eligible employee shall have the option to apply for coverage under a supplemental term life insurance contract. The eligible employee will pay 100% of the premium for approved amounts. Information regarding voluntary life insurance is available in the Benefits Portal on the Perry Township Schools website.

### **TAX-DEFERRED ANNUITIES**

Eligible employees may participate in one of the employer's 403(b) and/or 457(b) retirement plans but must use one of the District's approved vendors. Participation in the plan and plan deduction changes may occur at any time of the year. Information regarding the retirement plan options is available in the Benefits Portal on the Perry Township Schools website.

# TIME OFF

## TIME OFF GUIDELINES

Administrators may take paid time off in half-day or full-day increments. Supervisors must approve time off in the timekeeping system to report time off balances accurately.

## COURT DUTY

Administrators will receive the difference between their daily rate and the per diem provided by the court when called to serve as jurors, regardless of whether the employee accepts the per diem. The employee is responsible for securing from the court and submitting to the building principal/supervisor verification of the court duty and the payment amount for such duty. The confirmation will be forwarded to payroll within 48 hours of jury duty. If an employee fails to provide the jury verification notice signed by the court, the employee will have to take vacation, personal, or lost time.

If an employee receives a school-related subpoena, said employee should contact their building principal/supervisor for further assistance.

## HOLIDAYS/SCHEDULED BREAKS/BONUS DAYS

Administrators (260 days per contract year) are paid based on the following holiday schedule. Administrators must be in paid status the day before and the day after the eligible holiday. The day must be worked, or a vacation, sick or personal day must be used.

If an employee is in unpaid status before or after the holiday, the employee is not eligible to receive holiday pay.

### 2024-2025 Holiday Schedule

Independence Day – July 4, 2024

Labor Day - September 2, 2024

Thanksgiving Break - November 27, 28, 29, 2024

Christmas Eve and Christmas Day – December 24 and December 25, 2024

New Year's Eve and New Year's Day – December 31, 2024, and January 1, 2025

Memorial Day - May 26, 2025

### Holiday Pay

If an exempt employee is required to work on a holiday or scheduled break day, they will receive another half day or full day off. The employee must document the day worked for recordkeeping purposes, and their supervisor must approve the rescheduled day off. An exempt employee who chooses another day off but subsequently leaves the district before the end of the school year will not be paid for the day if it has not been taken.

### 2024-2025 Scheduled Break (12-month, 260-day employees):

Scheduled paid breaks for 260 Administrators also include the following days. These are not holiday days. An Administrator required to work one of these days can take another day off in the school year, if pre-approved by their supervisor.

October 18, 2024 – Last Friday of Fall Break  
December 26, 27, 30, 2024  
January 2, 2025  
March 28, 2025 – Last Friday of Spring Break

### **2024-2025 Bonus Days**

Bonus days are not paid holiday days or scheduled break days. These are bonus days only if school is not in session on snow makeup days.

Martin Luther King Jr. Day – January 20, 2025  
President’s Day – February 17, 2025

If the District issues an additional snow day on Martin Luther King Jr. Day and/or President’s Day, all 260 administrators should make a conscientious effort to report to work. If an administrator cannot work, the administrator must take time off as a personal day or vacation day.

If a 260-day administrator has to work on a snow day, the Bonus Day will be worked as a regularly scheduled day. No additional days off will be granted for working the Bonus Days. If the Bonus Days are not used as a snow day, administrators will be provided this time as bonus paid leave days.

If more than two snow days are used during the school year, the District may extend the school year calendar at the end of the school year by the number of snow days in excess of two.

### **EMERGENCY CONDITIONS**

Emergency conditions such as severe weather, flood, or fire can disrupt operations and work schedules. Extreme circumstances may require unusual procedures to ensure student and staff safety. Employees are expected to use their best judgment if adverse weather creates extreme travel hazards commuting to and from the workplace. Employees should not endanger themselves nor ignore the statements of local law enforcement officials about traveling during adverse weather. 260-day employees should make every effort to come to work and notify their supervisor if they cannot get to the worksite. The following is a list of essential personnel that may be required to report in case of an emergency condition. Staff are responsible for ensuring contact information is up to date for proper notification during an emergency. The appropriate department head will advise essential personnel by position if required to report.

Superintendent  
Associate Superintendent  
Chief Technology Officer

#### **Transportation**

Director of Transportation  
Assistant Director of Transportation  
Special Needs Supervisor  
Fleet Supervisor  
Fleet Assistant Supervisor  
Mechanics

### **Facilities and Maintenance**

Head Custodians  
Head Grounds Staff  
Grounds Staff at SMS/PMMS, SHS/PMHS  
Mechanical Systems Service at SHS/PMHS  
Maintenance Personnel  
Director of Facilities  
Supervisor of Mechanical Systems  
Supervisor of Custodial Services

If an essential exempt employee reports to work during an emergency, with the supervisor's prior approval, the employee will receive an additional personal leave day that must be taken in the current school year.

### **SNOW DAYS**

Snow days may be designated as e-learning days. Employees impacted by a closed school building may be required to take assigned training instead of entering the building during inclement weather.

Administrators will be paid for the day in case of an emergency condition closing; however, the administrator may be required to work an extra day at a later date. On two-hour delays, administrators should report to work at their scheduled time using care to arrive at work safely, given road conditions and weather warnings.

If more than two snow days are used during the school year, the District may extend the school year calendar at the end of the school year by the number of snow days in excess of two.

Administrators may require other department staff to work depending on the emergency; however, the Administrator must request the employee's attendance in advance.

### **SICK DAYS**

Each administrator shall be entitled to be absent from work because of illness. Ten (10) Sick leave days are granted annually at the beginning of each school year and are prorated if an administrator begins employment after the school year. Unused personal business leave will be transferred to the sick leave accumulation at the end of each school year. Sick leave may accumulate to an unlimited maximum but is not paid out when an administrator retires or leaves employment. Administrators must be in a paid status at the beginning of the school year, and new sick days are not loaded for the new school year until the administrator is actively at work for the new school year.

#### **Sick Days Transfer from Other School Districts:**

Administrators transferring into the District for the first time who have accumulated sick leave will transfer all of the accumulated sick leave to this District immediately upon written verification from the prior district.

### **SICK BANK**

1. Administrator Sick Bank (ASB)
  - a. A committee shall be formed to administer the Sick Bank, and the recommendation will go to the Superintendent for final approval.

- b. The ASB shall be composed of the following:
  - i. Director of HR
  - ii. Representative of the Business Office
  - iii. Associate Superintendent
- c. The ASB shall develop the forms needed to operate the Sick Bank.

**2. Enrollment**

All administrators on the Administrative Salary Schedule shall be enrolled in the sick bank.

**3. Guidelines**

The ASB shall administer the Bank in accordance with the following provisions:

- a. The bank may be used only by the individual contributor for their illness.
- b. Days from the Bank may be used only for those workdays that the individual contributor is employed under a Regular Administrator's Contract.
- c. All Administrators will initially donate one (1) day of their accumulated sick leave to the Bank. Additional days will be requested by the ASB as needed. If the balance is lower than 70 days on May 1, an additional day shall be taken on July 1.
- d. All requests to receive grants from the Bank must be submitted in writing to the ASB on the prescribed form.
- e. No Administrator shall be permitted to withdraw days from the Bank until all of the administrator's own accumulated sick leave is depleted.
- f. Leave from the Bank can only be used for extended illness or disability. (The ASB will generally consider an extended illness that involves ten (10) or more working days.)
- g. No use may extend more than thirty (30) working days without an additional review by the ASB.
- h. Leave from the Bank may not be granted for the period of disability when monies are paid to the administrator under Worker's Compensation Law, long-term disability, or short-term disability.
- i. Days granted will be reimbursed at a rate equal to the daily pay rate on the salary schedule for the individual allowed days.
- j. The decisions of the ASB committee are final, and there is no appeal process.

**4. Members Agreement:**

- a. A member may be required to furnish a medical report from a health care provider at any time before or during the time of the use of the Bank. The medical review will be at the member's expense. The ASB will review each case as required. If necessary, the ASB reserves the right to limit the number of days granted.
- b. A person who has used days from the Bank will be required to repay these days at a rate of two (2) days per year until all days have been paid back. Repayment will begin with the school year immediately following the withdrawal of days from the Bank. If an administrator:
  - i. leaves the school district's employment before the total number of days is paid back. The remaining days will be deducted from the administrator's total accumulated sick leave at that time.
  - ii. dies before all days are paid back, there will be no repayment of days.

## **FAMILY ILLNESS DAYS**

Administrators are eligible for family illness days. Family illness days will be subtracted from the administrator's

accumulated sick days. Administrators may take up to ten (10) family illness days per school year (if available in day balance) for an illness of an immediate family member. The immediate family in this section includes any relative or dependent living within the household of the administrator. Also included are spouse, domestic partner (with supporting documentation in HR), child, father, mother, sibling, daughter-in-law, son-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and grandchild living within or outside the household of the administrator. Supervisors may grant this leave unpaid if the administrator has no accumulated sick days.

An administrator may request the HR Director with final approval from the Superintendent for family illness days more than ten (10) days where the illness constitutes a serious health condition under the Family Medical Leave Act. Family leave granted by the Superintendent shall be deducted from the administrator's available accumulated sick day balance.

## **PERSONAL DAYS**

Administrators shall use personal days to conduct business that cannot be accomplished during non-working hours. Unused personal days will transfer to accumulated sick time after the first pay period following the first pay date in July. Administrators are granted five (5) Personal Days per year. Personal days are not paid out when an administrator retires or leaves employment.

An administrator who is not in paid status at the beginning of the school year will not have their personal days loaded for the new school year until they are actively at work for the new school year.

## **VACATION DAYS**

A full-time (260 contract days) administrator is granted twenty (20) paid vacation days per year at the beginning of the school year. An administrator who begins after the school year will have vacation time pro-rated based on the months remaining in the school year. Administrators may transfer unused vacation days to the new year provided the total maximum balance of vacation leave does not exceed forty (40) days per year. Days above forty will be transferred into the sick leave balance.

An administrator who is not in paid status at the beginning of the school year will not have their personal days loaded for the new school year until they are actively at work for the new school year.

An administrator will be paid, at their daily rate, all vacation time upon retirement or resignation.

## **LEAVES OF ABSENCE**

Notwithstanding the below guidelines regarding the various types of unpaid leave, the District will require administrators to use all but five (5) days of paid time off concurrently when taking leave time. The five (5) reserved days may be any combination of personal, vacation, or sick days at the administrator's discretion. An administrator who exhausts FMLA and/or ADA leave time is responsible for 100% of insurance premiums at the end of the FMLA and/or ADA leave.

An administrator granted a leave of absence beyond that to which the Administrator is entitled under the Family Medical Leave Act, ADA Leave, or a Leave of Absence for Advanced Study, as applicable, can choose to maintain, at the administrator's sole expense (paying the total premium), all insurance benefits in which they are enrolled at the time of the request for additional approved leave.

If an administrator is in an unpaid status while on leave when new balances are added, the paid time (sick, vacation, and personal time) will not be added until the administrator returns to active employment. All paid time will be prorated upon the return to work date, and paid time will not accrue while the administrator is on leave in an unpaid status.

Administrators should request time off in half-day or full-day increments.

## **BEREAVEMENT LEAVE**

Bereavement leave will be granted without loss of compensation and will not be charged against sick leave. These days do not accumulate from year to year. Bereavement leave may be taken following the death of a specified relative listed below and/or to attend the funeral of a specified relative listed below. All bereavement leave must be taken within ten (10) calendar days of the date of death and does not have to be consecutive days (if HR is notified in advance and prior permission is obtained within ten (10) days of the death in the family – i.e., a memorial service scheduled at a predetermined date in the future) and cannot exceed the total listed below for the death of a particular specified relative. When returning from bereavement leave, an administrator is expected to provide an obituary for inclusion in the personnel file for payment documentation for bereavement leave. HR will require documentation for bereavement time granted if more than ten (10) days from the date of death). Bereavement time will be approved up to 90 days after the date of death in these circumstances.

When a death occurs in the immediate family, up to five (5) days of bereavement leave may be granted. Immediate family in this section includes spouse, domestic partner (with supporting documentation on file in HR), child, grandchild, parent, grandparent, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and a relative or legal dependent living with the administrator.

Bereavement leave for the death of a relative by marriage or through co-parenthood beyond those listed above, including the administrator's children's grandparents, shall be granted not to exceed two (2) days. Bereavement leave for the death of an aunt, uncle, niece, nephew, or cousin within the family or by marriage shall be granted for one (1) day.

Under extenuating circumstances, arrangements for additional bereavement leave, especially in cases in which extensive travel is required, may be approved upon written request to the HR Director with final approval by the Superintendent. Documentation will be required. The administrator should request any additional bereavement leave before the actual leave time is taken, and the additional time will be charged against the administrator's available sick leave. The District has partnered with Bereave, as an additional resource for staff to help support employees with grief related to the loss of a loved one. Please contact the HR department for guidance or go to [bereave.io/home](http://bereave.io/home) to find webinars, resources and checklists when dealing with grief.

## **EDUCATIONAL LEAVE FOR ADVANCED STUDY**

An administrator may be granted a leave for advanced study. This leave will be governed by the following policies, if possible, within the framework of the adopted yearly budget:

1. No more than one (1) such leave will be available for the entire administrative staff in any school year.
2. The applicant must have at least three (3) years of continuous employment with the District.
3. The maximum length of leave will be one (1) year. Pay and benefit contributions from the District will cease during the leave, but the administrator will have the opportunity to stay on benefits provided the

administrator pays 100% of their portion of their premium during the leave.

4. The administrator must present a detailed proposal for study or research approval by the Superintendent or designee. This proposal must be submitted and approved by the Superintendent or designee by January 1 of the school year proceeding the year of leave. The Superintendent or designee will then recommend to the School Board, who will act upon that recommendation by February 1 of that year. The leave will be available only for full-time study or research programs, potentially benefiting the individual and the District's educational program.
5. The proposed study must be beyond an earned master's degree.
6. There will be a commitment for the staff member to return to the District for two (2) years.
7. Upon completing the leave, the administrator will be assigned to a position of similar nature, seniority, status, and salary as determined by the administration.
8. An administrator returning from leave will have paid time reinstated; however, the time will be prorated for returning after the new school year.

## **MILITARY LEAVE**

In the absence of a military draft, the military leave will be available to an administrator who must fulfill an annual tour of military reserve training duty (short-term military leave defined as leaves not exceeding fifteen (15) consecutive or nonconsecutive working days in any calendar year). For an administrator on short-term military leave, the district will make up the difference between the administrator's regular pay and military pay rate if the military pay is less than the regular pay for the period involved. The administrator must present proof of military pay for the district to reconcile the difference. An administrator on short-term military leave must return to work on the first regularly scheduled shift after the end of the training, allowing for reasonable travel time.

In addition, an administrator who enlists for a tour of military duty or is required to serve as defined as long-term military leave, greater than fifteen (15) days leave, will be entitled to only such reinstatement rights as required by law. Procedures regarding leave without pay and separation from service to understand reemployment rights will be required unless mandated differently by federal law.

For additional information regarding military leave, visit the website:

[https://www.dol.gov/vets/programs/userra/userra\\_fs.htm](https://www.dol.gov/vets/programs/userra/userra_fs.htm)

## **PREGNANCY LEAVE**

As outlined in this section, the District will grant leave to a pregnant employee.

1. A pregnant employee may continue in active employment as late into the pregnancy as the employee desires if they can fulfill the requirements of their position.
2. A pregnant employee may use available sick leave time for any medically related absences during the pregnancy.
3. A pregnant administrator is entitled to a leave of absence at any time between the commencement of their pregnancy and the child's birth, provided documentation for time off is supported by FMLA or ADA rules guidelines. Such leave, except in the case of medical necessity, will be unpaid leave. Such requests should be made at least thirty (30) days before the date the employee desires to start their leave and include the leave



length. If the pregnancy causes a medical emergency, the employee shall be granted a leave immediately upon their request and certification of the emergency from an attending physician.

4. An employee granted such a leave will be returned to the same assignment or comparable and equal in pay and benefits as determined by the administration.
5. Upon the child's birth, an employee on pregnancy leave is entitled to maternity leave and maternity benefits outlined in the Maternity Leave section.
6. The leave will be consistent with and shall not interfere with any employee's rights under the Family Medical Leave Act (FMLA).

The following policy provisions support mothers who want to express breast milk at work.

- Departments are to provide a location where an employee can express breast milk privately to the extent reasonably possible. The location can be a room designated just for this purpose, the employee's private office, a private office not in use, or any area other than a bathroom where the employee can have privacy from others.
- Departments are to ensure the availability of cold storage space as reasonably practicable. The employee may provide her own portable cold storage device or access a refrigerator in the department or building.
- The time needed to express milk is paid time and should be reasonable, given student oversight or needs. The expectation is that the employee can express milk during meal breaks. Supervisors are encouraged to grant reasonable, flexible scheduling to accommodate the need if additional time is needed.

## **MATERNITY LEAVE AND MATERNITY BENEFITS**

**Maternity leave** (utilizing sick leave or unpaid time off) and **maternity benefit** (paid time off) for those with a regular work schedule (non-substitute) will be defined as follows below. An employee must be in a paid status for at least 90 days to receive the Maternity Leave benefit.

1. Upon the birth of a child, the mother, an employee, shall be granted ten (10) consecutive paid days of **maternity benefit**. These days will not be charged against the employee's available sick leave and shall commence on the first workday following the child's birth.
2. **Maternity leave** utilizes the employee's available sick leave time after the ten (10) paid days described in Section 1. **Maternity leave** using paid time will not extend beyond eight (8) consecutive weeks following the day after the child's birth. During maternity leave, an employee must use paid time (except saving up to five (5) paid leave days) before going into unpaid leave time.
3. If the employee is medically disabled, as verified by a physician's statement, beyond the eight (8) weeks, the employee may use more of their available sick leave time to cover the period of the disability.
4. Uncompensated leave may continue for up to one (1) year following the child's birth. The employee granted such leave shall have the option to apply and pay 100% of the premium to maintain the current insurance in which the employee was enrolled at the time of the request after the exhaustion of FMLA. An employee on uncompensated leave must return within one (1) year following the child's birth.\* The return date may be adjusted beyond the child's first birthday to the first day of the next grading period. An employee must pay all

back premiums for the time in an unpaid status no later than the exhaustion of FMLA leave. Premium payment at 100% will begin on the first month following 12 weeks of an approved FMLA leave or accommodation for maternity leave.

The employee's supervisor and HR must approve a request for uncompensated (extended) maternity leave over and above medical leave approval (but not to exceed one (1) year following the birth of the child). The employee must complete an extended maternity leave request form and provide it to their supervisor before the end of approved family medical or maternity leave for those not qualifying for FML. The employee will be considered for a similar position upon returning to work.

\*This leave will be consistent with and shall not interfere with any employee's rights under the FMLA.

## **PATERNITY LEAVE AND PATERNITY BENEFIT**

**Paternity leave** (utilizing sick leave or unpaid time off) and **paternity benefit** (paid time off) for those with a regular work schedule (non-substitute) will be defined as follows below. An employee must be in a paid status for at least 90 days to receive the Paternity Leave benefit.

1. Upon the child's birth, the parent who is an employee shall be granted ten (10) consecutive paid days of **paternity benefit**. This leave will not be charged against the employee's available sick leave and shall commence on the first workday following the child's birth.
2. Uncompensated **paternity leave** may continue for up to one (1) year following the child's birth. The employee granted such leave shall have the option to apply and pay 100% of the premium to maintain the current insurance in which he was enrolled at the time of the request. An employee on uncompensated leave must return within one (1) year following the child's birth.\* The return date may be adjusted beyond the child's first birthday to the first day of the next grading period.

\*This leave will be consistent with and shall not interfere with any employee's rights under the FMLA.

## **ADOPTION/FOSTER PARENTAL LEAVE AND ADOPTION/FOSTER PARENTAL BENEFIT**

**Adoption/Foster leave** (utilizing sick leave or unpaid time off) and **adoption/foster benefit** (paid time off) will be defined below for those with a regular work schedule. An employee must be in a paid status for at least 90 days to receive the Adoption/Foster parental benefit.

1. Upon the child's placement for adoption/foster care, the parent(s) who is an employee shall be granted ten (10) consecutive paid days of **adoption/foster care benefit**. This leave will not be charged against the employee's available sick leave and shall commence on the first workday following the child's placement.
2. **Adoption/foster leave** utilizes the employee's available sick leave time, and **adoption/foster leave** may not extend beyond eight (8) consecutive weeks following the child's placement. During adoption/foster leave, the employee must use paid time before taking unpaid leave.  
If both parents of the adopted /fostered child are employees of the District, both parents may qualify for the adoption/foster benefit. However, only one parent may use the paid eight (8) week adoption/foster leave.
3. Parents may use FMLA leave when a child is first placed with them for adoption or foster care and to bond with

their newly placed child. An employee's entitlement to leave for adoption or foster care ends at the end of the 12 months beginning on the placement date. Employees may also use FMLA leave before the actual placement or adoption of a child in situations where the employee may be required to; 1) attend counseling sessions, 2) appear in court, 3) consult with the attorney or doctor(s) representing the birth parents, 4) submit to a physical examination, or 5) travel to another country to complete an adoption.

4. For FMLA purposes, adoption means legally and permanently assuming the responsibility of raising a child as one's own. Foster care, for FMLA purposes, is 24-hour care for children in substitution for, and away from, their parents or guardians. Children are placed in foster care by or with the agreement of the State, and foster care involves an agreement between the State and foster family that the foster family will take care of the child. Neither a minimum period for the foster care placement nor a permanent placement is required for the employee to qualify for FMLA leave for the placement.
5. Uncompensated leave may continue for up to one (1) year following the child's placement. The employee granted such leave shall have the option to apply and pay 100% of the premium after the 12 weeks of approved FML to maintain the current insurance in which the employee was enrolled at the time of the request. An employee on uncompensated leave is required to return within one (1) year following the child's placement.\* The return date may be adjusted beyond one (1) year to the first day of the next grading period.

\*This leave shall be consistent with and shall not interfere with any employee's rights under the FMLA.

## **FAMILY AND MEDICAL LEAVE**

The District will allow eligible employees to take leave for the following qualifying events in accordance with the Family and Medical Leave Act ("FMLA") of 1993, as amended. 29 CFR §825.100(a):

1. Up to 12 workweeks of leave in a 12-month period for the following qualifying events:
  - a. Birth of a child;
  - b. Placement of a child for adoption or foster care;
  - c. For the care of a spouse, child, or parent who has a serious health condition;
  - d. The serious health condition of the employee which prevents the employee from performing the essential job functions of their job;
  - e. Because of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty or called to covered active duty 29 CFR §825.200;
2. Up to 26 workweeks in a single 12-month period for the care of a covered servicemember with a serious injury or illness. 29 CFR § 825.127

The District is prohibited from interfering with the exercise of rights under the FMLA and retaliating against individuals for using FMLA leave.

When an employee exhausts the limit of FMLA leave days, they will be responsible for the full cost of insurance premiums at the end of the month of the leave.

## Limits on Leave

### 1. **Generally**

Under no circumstances can the amount of leave taken during a 12-month period exceed 12 workweeks unless the leave is to care for a covered service member (see Section XI).

### 2. **Parenting Leave for a Newborn, Adopted, or Foster Child**

A husband and wife who are eligible for FMLA and are both employed by the District are limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken to care for employees' newborn, adopted, or foster child. Parenting leave for a newborn, adopted, or foster child cannot be taken intermittently or on a reduced schedule without the approval of the District. 29 CFR §825.202(c)

Eligible employees may take FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement or foster care to proceed. Permissible absences include, but are not limited to, the employee attending a required counseling session, appearing in court, consulting with their attorney or the doctor(s) representing the birth parent submitting to physical examinations, or traveling to another country to complete an adoption.

## Definitions Applicable to All FMLA Leave

1. **"1250 hours of work"** means actual work hours and does not include holidays, time spent in paid or unpaid leave, vacation leave, sick leave, or personal leave, compensatory time off, time spent receiving benefits under the Long-Term Disability Plan or time during the elimination period prior to receiving benefits under the Disability Plan. In determining whether a veteran meets this requirement, the hours that were worked for the District should be combined with the hours that would have been worked during the twelve months prior to the start of FMLA leave but for the military service. The District has the burden to demonstrate through documentation or other means, that a full-time employee for whom the District generally does not keep accurate records of hours has not worked the requisite 1250 hours to be eligible for FMLA leave. 29 CFR §825.110(c)(1) & (2)
2. **"12-month period"** means a "rolling" 12-month period. Thus, in determining the amount of FMLA leave available to a particular employee, the District will subtract the leave taken by the employee during the immediately preceding 12 months from the 12 weeks of FMLA qualified leave granted to the Eligible Employee.
3. **"Child"** (i.e., son or daughter) means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18) or age eighteen (18) or older and "incapable of self-care" because of a mental or physical disability, at the time the FMLA leave is to commence. 29 CFR 825.122(d)
4. **"Eligible Employee"** means an employee who has:
  - a. Been employed by the District for at least twelve (12) months;
  - b. The 12 months may be consecutive or non-consecutive employment with the District as long as there is a combined total of twelve (12) months without more than a seven (7) year break in service. 29 CFR §825.110(b)
  - c. Worked at least 1250 hours in the twelve-month period immediately preceding the need for family-medical leave; and
  - d. Not exhausted their allotment of the family-medical leave in the applicable time period. 29 CFR §825.110.

5. **“Incapacity”** means inability to work, attend school events or perform other regular daily activities due to the serious health condition, treatment thereof, or recovery therefrom. 29 CFR §825.113(b)
6. **“Instructional Employees”** are those District employees whose principal function is to teach and instruct students in class, a small group, or an individual setting. The term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides, counselors, psychologists, or curriculum specialists. 29 CFR §825.600(c)
7. **“Intermittent Leave”** means FMLA leave taken in separate blocks of time due to a single qualifying reason. 29 CFR §825.202
8. **“Health Care Provider”** means one of the following persons who may complete a Certification for Health Care Provider form and certify a serious health condition:
  - a. doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
  - b. podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice under State law;
  - c. nurse practitioners, nurse-midwives, clinical social workers, and physician’s assistants authorized to practice under State law and performing within the scope of their practice as defined under State law;
  - d. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts;
  - e. any health care provider recognized by the District or the District's group health plan's benefits manager; and a health care provider listed above who practices in a country other than the United States and who is authorized to practice under the laws of that country.
 29 CFR §825.125
9. **“Parent”** means a biological, adoptive, or foster parent or an individual who had day-to-day responsibility for care and support of the employee when the employee was a child as defined above. In-laws do not qualify. 29 CFR §825.122
10. **“Reduced Schedule”** means a leave schedule that reduces an employee’s usual number of working hours per workweek or hours per workday for a period of time. 29 CFR §825.202
11. **“Serious health condition”** means an illness, injury, impairment, or physical or mental condition that involves one of the following:
  - a. Hospital Care 29 CFR §825.114  
Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
  - b. Incapacity Plus Continuing Treatment 29 CFR §825.115(a)  
A period of incapacity of more than three (3) consecutive calendar days that also involves in-person treatment by a health care provider on at least one occasion within seven (7) days of the beginning of the incapacity which results in a regimen of continuing treatment under the supervision of the health care provider involving either (a) additional visit(s) required by the health care provider within thirty (30) days of the beginning of the incapacity; or (b) the prescription of medications, therapy requiring special equipment, or other treatment that can only be initiated on orders of a health care provider.
  - c. Pregnancy 29 CFR §825.115(b)  
Any period of incapacity due to pregnancy or for prenatal care.

d. Chronic Conditions Requiring Treatments 29 CFR §825.115(c)

A chronic condition which:

- i. Requires at least two (2) visits annually for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy).

e. Permanent/Long-term Conditions Requiring Supervision 29 CFR §825.115(d)

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

f. Multiple Treatments (Non-Chronic Conditions) 29 CFR §825.115(e)

Any absences to receive multiple treatments 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 three consecutive days if not treated, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), and kidney disease (dialysis).

Non-eligible medical conditions include (but are not limited to): taking over-the-counter medications, bed-rest, drinking plenty of fluids, or any similar activities that can be initiated without a visit to a health care provider unless something more serious is involved. The common cold, flu, earaches, upset stomach, minor ulcers, headaches, routine dental problems, and periodontal diseases are conditions that do not qualify for family medical leave. Cosmetic treatments and plastic surgery are not serious health conditions unless inpatient hospital care is required or complications develop. 29 CFR §825.113(c) & (d)

Treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider will be covered by family medical leave. However, absence because of the employee's abuse of the substance, rather than for treatment, does not qualify for family medical leave. Treatment for substance abuse does not preclude disciplinary action in instances where the employee has violated the employer's policy against substance abuse, even during a time period of treatment covered by family medical leave. 29 CFR §825.119

Family-medical leave may not be used for short-term conditions for which treatment and recovery are brief, such as minor illnesses and outpatient surgical procedures with expected brief recuperating periods. It does not provide for the intermittent care of a child for such commonplace illnesses as colds and flu. Routine medical, dental, or vision examinations do not qualify for FMLA. 29 CFR §825.113(c) & (d)

For intermittent leave or leave on a Reduced Schedule, there must be a medical necessity for leave (as distinguished from voluntary treatments and procedures) and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. The treatment regimen and other information described in the certification of a serious health condition must meet the requirement for certification of the medical necessity of intermittent leave or leave on a reduced schedule. Employees needing intermittent leave or a reduced schedule must attempt to schedule their leave so as not to disrupt the District's operations. In addition, an employer may assign an employee to an alternative position with equivalent pay and benefits that better accommodates the employee's intermittent leave or reduced schedule due to planned medical treatment. 29 CFR §825.202

12. **"Spouse"** as defined by law, means a husband or wife.

13. An employee is "**unable to perform the functions of their position,**" where the Health Care Provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position. Additionally, an employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence of treatment. 29 CFR §825.123(a)
14. To the extent not listed herein, the District adopts the definitions of words and phrases as defined in the FMLA and its corresponding regulations.

### **Requests for Family Medical Leave**

1. If the need for leave is foreseeable, requests must be submitted at least thirty (30) days prior to taking the leave, or if this is not possible, on the same or next business day of learning of the need for leave. Documentation supporting the need for foreseeable leave must be submitted prior to the beginning of the leave, but in no circumstances later than fifteen (15) calendar days after notice of the need for leave. 29 CFR §825.302
2. If the need for leave is not foreseeable, requests must be submitted in accordance with general leave request policies - barring extenuating circumstances, which prevent notice by the employee, or employee's spokesperson, within that time frame. Documentation supporting the need for unforeseeable leave must be submitted no later than fifteen (15) calendar days after the beginning of the leave. 29 CFR §825.303
3. Initial requests may be oral; however, employees must complete and submit to the Superintendent or designee a written request for FMLA leave
4. Employees requesting leave for which FMLA may apply are required to provide sufficient information to the District for a determination to be made whether the absence qualifies for FMLA leave coverage. The District is responsible for designating leave as FMLA if appropriate based on the information available without regard to an employee's request to have or not have the leave so designated. 29 CFR §825.301
5. The following certifications are required to support requests for leave and must be provided, (see further explanation in Section V below):
  - a. Eligible employees who apply for FMLA leave to care for an immediate family member must submit DOL Form WH-380-F; "Certification of Health Care Provider for Family Member's Serious Health Condition."
  - b. Eligible employees who apply for FMLA leave for the employee's own serious health condition must submit DOL Form WH-380-E; "Certification of Health Care Provider for Employee's Serious Health Condition."
  - c. Eligible employees who apply for Military Caregiver Leave must submit DOL Form WH-385; "Certification for Serious Injury or Illness of Covered Service Member- for Military Family Leave." The form may be completed by a Department of Defense (DOD) health care provider, Veterans Affairs health care provider, a DOD TRICARE network authorized private health care provider, or a DOD non-network TRICARE authorized private health care provider. Additionally, with respect to Military Caregiver Leave, the District will accept the submission of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA), in lieu of the DOL Form, for the time period specified in the ITO or ITA, if there is an immediate need for employee at the service member's bedside. The ITO or ITA submitted by the employee need not list the employee as the named recipient of the ITO/ITA, provided the employee is the spouse, parent, son, daughter or next of kin of the covered service member. If the covered service member's need for care extends beyond the expiration date specified in the ITO or ITA, the employee is responsible for submitting the DOL Form for the remainder of the employee's leave period.

6. The following documentation may be required to support requests for leave and must be provided if requested: 29 CFR §825.302(c)
  - a. documentation of the qualifying exigency includes a copy of the orders for active duty and if the leave is to meet with a third party, contact information and the purpose of the meeting; 29 CFR §825.309
  - b. documentation of the birth, adoption, or foster care relationship for which parenting leave is requested;
  - c. documentation of family relationship(s) may be required. 29 CFR §825.122(k)
7. Leave may be taken in increments of no less than fifteen (15) minutes. 29 CFR §825.205(a)
8. Leave requested for birth, adoption, or foster care placement must be taken within one (1) year of the birth or initial placement. 29 CFR §825.120(a)(2) and 29 CFR §825.121(a)(2)

### **Employee Certifications and HIPAA Release**

For employee certifications, the Superintendent or designee shall attach a statement of the essential functions of the employee's position for the health care provider to review. In order for the Certification Form to be considered sufficient, the health care provider must specify what function of the employee's position the employee is unable to perform so that the District can then determine whether the employee is unable to perform one (1) or more essential functions of the employee's position.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the District to support the employee's FMLA request. 29 CFR §825.307

In all instances in which certification is requested, it is the employee's responsibility to provide the District with complete and sufficient certification, and failure to do so may result in denial of FMLA leave. 29 CFR §825.307

Eligible employees who apply for FMLA to care for an immediate family member, for the employee's own serious health condition or Military Caregiver Leave may be asked to execute and provide to their health care provider a HIPAA-compliant release form if the District needs to clarify or authenticate the Certification. If the employee does not provide the necessary authorization and does not otherwise clarify the certification, then the District may deny FMLA leave. 29 CFR §825.307

If the Superintendent or designee deems a medical certification to be incomplete or insufficient, the Superintendent shall notify the employee, in writing, what information is lacking, and the employee will have seven (7) calendar days to cure the deficiency. The Superintendent or designee (not the employee's direct supervisor) may contact the certifying health care provider for clarification concerning or to authenticate the content of a medical certification provided proper privacy releases have been made. The District shall not ask the health care provider for additional information beyond that required by the certification form. 29 CFR §825.307

All of the certifications identified above must be submitted by the employee within fifteen (15) calendar days after the District provides the employee with the applicable DOL Form unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

### **Recertification**

1. If the employee's need for FMLA leave lasts beyond a single FMLA leave year, the District may require the employee to provide a new medical certification in each new FMLA leave year. 29 CFR §825.305



2. Notwithstanding C below, the District may require employees to provide recertification of the medical necessity for intermittent leave every six (6) months in conjunction with an absence even if the certification is for a lifetime condition. 29 CFR §825.308(b)
3. Upon expiration of the minimum duration of a condition certified as lasting more than 30 days, the District may request recertification no more than once every thirty (30) days in conjunction with an employee's absence unless:
  - a. the employee requests an extension of the leave;
  - b. circumstances described by the previous certification have changed significantly (e.g., the duration of the illness, the nature of the illness, complications); or
  - c. The District receives information that casts doubt upon the continuing validity of the certification.
4. Re-certifications are at the employee's expense. No second or third opinion on recertification may be required other than the annual certification.
5. Re-certifications are not permitted for leave to care for a covered service member if the documentation is issued by Department of Defense, Veterans Administration, or TRICARE or because of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty or call to active duty status for deployment to a foreign country.  
29 CFR §825.308

**Second Opinion**

The District may require a second medical opinion of an original certification by a Health Care Provider who does not regularly contract with the District. Pending receipt of the second (or third) medical opinion, an employee is provisionally entitled to FMLA benefits, including maintenance of group health benefits. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the District's established leave policies. The District must reimburse an employee or the employee's spouse, parent, or child for any reasonable "out of pocket" travel expenses incurred to obtain the second opinion. If the opinion of the employee's and the District's designated Health Care Providers differ, the District shall require the employee to obtain certification from a third Health Care Provider, again at the District's expense. This third opinion shall be final and binding. The third Health Care Provider must be designated or approved by both employee and District acting in good faith to attempt to reach an agreement. The District shall provide the employee with a copy of the second and third medical opinions upon request. 29 CFR §825.307

**Use of Paid Leave**

1. Any use of paid time or paid sick leave for an FMLA-qualifying absence will run concurrently with the FMLA designation.
2. The District shall designate paid or unpaid leave as FMLA within five (5) business days absent extenuating circumstances, if all the following apply:
  - a. The employer has compelling information based on information provided by the employee that leave was taken for an FMLA-qualifying event; and
  - b. The employee is properly notified of their FMLA rights.

3. Employees shall be required to use any available sick leave simultaneously with FMLA after exhausting any available paid time as required above and prior to use of other accrued benefit leave (vacation or personal leave but may save a combined total of five (5) days, so all paid time is not exhausted during an approved FMLA leave).
4. Employees may request to use vacation and/or personal leave simultaneously with FMLA leave for an FMLA-qualifying absence.
5. FMLA leave may run concurrently with Workers' Compensation if the absence qualifies for both programs.
6. The employee shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.
7. Whether FMLA leave is paid, unpaid, or a combination, the limits in Section II apply.

**Intermittent Use of FMLA**

1. Employees are entitled to take intermittent leave for the employee's serious health condition or due to the serious health condition of a parent, spouse, or child, or to care for a covered service member or because of a qualifying exigency. 29 CFR §825.202
2. To be entitled to intermittent leave, the employee must submit certification to establish the medical necessity of the leave (e.g., periodic testing and treatments) and work with the District to determine a schedule of treatments that causes the least disruption to operations subject to the approval of the health care provider. The District may consider a temporary transfer to an alternative, comparable position which better accommodates the intermittent leave or reduced schedule for planned medical treatment.
3. The District may grant employees intermittent leave or a reduced work schedule for the birth or placement of a child if operational needs allow such intermittent leave or a reduced work schedule. Such leaves/schedule must be discussed and agreed upon by the employee and the District prior to the commencement of such leave/schedule.
4. When planning medical treatment, the employee must consult with the District and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of the Health Care Provider. 29 CFR §825.302(e)

**Provisions Specific to Instructional Employees**

1. **Leave for More than 20% of Working Days During Leave Period**  
 If an Instructional Employee needs intermittent leave or leave on a reduced schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the District may require the Instructional Employee to choose either to:
  - a. Take leave for a period or period of a particular duration, not greater than the duration of the planned treatment; or
  - b. Transfer temporarily to an available position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the Instructional Employee's regular position. 29 CFR §825.601

## 2. **Limitations on Leave Near the End of a Semester**

Any leave or return from leave by instructional employees during the last five (5) weeks of a semester shall be reviewed individually by the Superintendent to minimize disruption to the students' program.

## **Military Family Leave Entitlement**

### 1. **Military Caregiver Leave**

Eligible employees may take up to twenty-six (26) weeks of unpaid FMLA leave, in a "single 12-month period," to care for a covered service member with a serious injury or illness. The "single 12-month period" begins on the first day the eligible employee takes Military Caregiver Leave and ends twelve (12) months after that date. If the employee does not use their entire twenty-six (26) workweeks leave entitlement during the "single 12-month period" of leave, the remaining workweeks of leave are forfeited. 29 CFR § 825.127

For purposes of Military Caregiver Leave, the covered service member may be a member of either the Regular Armed Forces or the National Guard/Reserves. Former members, including retired members, of the Regular Armed Forces or the National Guard/Reserves, and those service members on the permanent disability retired list, are not covered service members. 29 CFR § 825.127(b)

The term "next of kin" means the service member's nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the covered service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave under the FMLA, in which case the designated individual shall be deemed to be the covered service member's next of kin. All family members sharing the closest level of familial relationship to the covered service member are considered the covered service member's next of kin, unless the covered service member has specifically designated an individual as their next of kin for Military Caregiver Leave purposes. While an eligible employee may care for more than one (1) seriously injured or ill covered service member at the same time, the employee may not take more than twenty-six (26) workweeks of leave during each "single 12-month period." 29 CFR § 825.127(d)

Military Caregiver Leave is a "per-service member, per-injury" entitlement. Therefore, an eligible employee may take twenty-six (26) workweeks of leave to care for one (1) covered service member in a "single 12-month period," and then take another twenty-six (26) workweeks of leave in a different "single 12-month period" to care for another covered service member or to care for the same service member with a subsequent serious injury or illness (e.g., if the service member is returned to active duty and suffers another injury). Additionally, an eligible employee could take FMLA leave, after the end of the "single 12-month period" for Military Caregiver Leave, to care for a covered service member if the member is a qualifying family member under non-military FMLA and s/he has a serious health condition. 29 CFR § 825.127(e)

### 2. **Qualifying Exigency Leave**

Eligible employees may take up to twelve (12) weeks of unpaid FMLA leave for any of the following qualifying exigencies that are related to the fact that the employee's spouse, son, daughter or parent is on active duty, or has been notified of an impending call or order to active duty to support a contingency operation:

- a. Issues arising from a covered military member's short-notice deployment (i.e., deployment on seven (7) or less calendar days of notice) for a period of seven (7) days from the date of notification.

- b. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
- c. Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new District or day care facility, and attending certain meetings at a District or a daycare facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member (this does not include providing child care on a routine, regular or everyday basis).
- d. Making or updating financial and legal arrangements to address a covered military member's absence (e.g., preparing and executing financial and healthcare power of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System, obtaining military identification cards, or preparing or updating a will or living trust).
- e. Attending counseling provided by someone other than a healthcare provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.
- f. Taking up to five (5) days of leave to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the deployment.
- g. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member.
- h. Parental care, of a parent of the military member who is incapable of self-care, and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative care for a parent, to provide care on a non-routine, urgent, immediate need basis to a parent, admitting or transferring a parent in a new care facility, and attending certain meetings with staff at a care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member (this does not include providing parental care on a routine, regular or everyday basis).
- i. Any other event that the employee and the District agree is a qualifying exigency.

Eligible employees who apply for FMLA leave for Qualifying Exigency Leave must submit DOL Form WH-384; "Certification of Qualifying Exigency for Military Family Leave." Specifically, the first time the employee requests Qualifying Exigency Leave, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service. Additionally, each time that the employee requests leave for one of the above-listed qualifying exigencies, the employee must certify the exigency necessitating leave. Such certification supporting leave for a qualifying exigency includes:

1. appropriate facts supporting the need for leave, including any available written documentation supporting the request;
2. the date on which the qualifying exigency commenced or will commence and the end date;
3. where leave will be needed on an intermittent basis, the frequency and duration of the qualifying exigency; and
4. appropriate contact information if the exigency involves meeting with a third party.

Employees are advised that if the qualifying exigency involves a meeting with a third party, the Superintendent or designee may verify the schedule and purpose of the meeting with the third party. Also, the Superintendent or designee

may contact the appropriate unit of the Department of Defense to confirm that the covered military member is on active duty or call to active duty status.

### **Light Duty**

Time spent performing "light duty" work does not count against an employee's FMLA leave entitlement.

### **District Notices to Employees**

#### **1. Duty to Inquire**

The District must inquire further to determine whether an absence may be covered by FMLA, in circumstances where information provided by the employee, or the employee's spokesperson if the employee is unable to provide the information personally, indicates that FMLA may be appropriate but additional information is required for a definitive determination. 29 CFR §825.301.

#### **2. Notices**

If the information included in The Employee's Rights and Responsibilities Notice changes, the Superintendent or designee will inform the employee of such changes within five (5) business days of receipt of the employee's first notice of the need for FMLA leave subsequent to any change. The Director of HR is charged with responsively answering questions from employees concerning their rights and responsibilities. 29 CFR §825.300.

The District is responsible for designating leave as FMLA-qualifying and for giving notice of the designation to the employee. When the District has enough information to determine whether the leave is being taken for an FMLA-qualifying reason, the District must notify the employee that the leave will be designated and will be counted as FMLA leave within five (5) business days absent extenuating circumstances. 29 CFR §825.300(d).

The District must provide the required forms and identify the fifteen (15) calendar day time limit for submission of completed forms and the consequences for failure to submit the documentation within the fifteen (15) calendar day time limit. 29 CFR §825.300. The District should provisionally designate an employee's leave as FMLA-qualifying in the interim prior to the employee's return of required certification. It is the employee's responsibility to provide the District with complete and sufficient certification. Failure to provide the required certification may result in a delay, denial of FMLA-qualifying leave, or unauthorized leave subject to disciplinary action.

If it is not possible to provide the number of hours, days or weeks that will be counted as FMLA leave (e.g., where the leave will be unscheduled), the Superintendent or designee will provide this information upon request by the employee, but no more often than every thirty (30) days and only if leave was taken during the period. The notice of the amount of leave counted against the employee's FMLA entitlement may be oral or in writing. If such notice is oral, it shall be confirmed in writing no later than the following payday that is at least one (1) week after the oral notice. Such notice may be in any form, including a notation on the employee's pay stub. 29 CFR §825.300.

## **FMLA Leave and Mandatory Overtime**

Employees with proper medical certification may use FMLA leave in lieu of working required overtime hours. Thus, hours that an employee would have been required to work but for the taking of FMLA leave will be counted against the employee's FMLA entitlement.

## **Calculating the Amount of FMLA Leave Used by an Employee**

The actual workweek is the basis of leave entitlement. For example, if an employee who would otherwise work 40 hours a week takes off eight (8) hours, the employee would use one-fifth (1/5) of a week of FMLA leave.

For purposes of determining the amount of FMLA leave used by an employee, the fact that a holiday may occur within the workweek taken as FMLA has no effect; the week is counted as a week of FMLA leave. If, however, the employee is using FMLA leave in increments of less than one (1) week, the holiday will not count against the employee's FMLA leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday. Similarly, when an employee is not scheduled to work during winter, spring, or summer vacation (i.e., during a period when some or all employees are not expected to work for one (1) or more weeks), the days the employee is not scheduled to work shall not count against the employee's FMLA leave entitlement. 29 CFR 825.601

## **Maintenance of Employee Benefits**

The same group health plan benefits provided to an employee prior to taking FMLA leave shall be maintained during the FMLA leave (e.g., if family member coverage is provided to an employee, family member coverage shall be maintained during the FMLA leave). Similarly, benefit coverage during FMLA leave for medical care, surgical care, hospital care, dental care, eye care, mental health counseling, substance abuse treatment, etc., shall be maintained during leave if provided in the District's group health plan, including a supplement to a group plan.

If an employee chooses not to retain group health plan coverage during FMLA leave, the employee will be reinstated, upon return from leave, on the same terms as prior to taking the leave, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

The District is required to continue paying the employer's portion of health insurance premiums during approved FMLA. Employees are required to continue paying the employee's portion of health insurance premiums during FMLA. Employees shall be given a thirty-day (30) grace period from the due date of their health insurance premium. Employees who fail to pay their portion of the health insurance premium within this grace period may, with fifteen (15) days' notice, be removed from their respective health insurance plan.

The District may seek reimbursement for any health insurance premiums paid on behalf of the employee if the employee fails to return to work after FMLA unless the reason for the employee failing to return to work is due to the continuation or recurrence of the serious health condition or is otherwise beyond the employee's control as defined in the FMLA.

## **Reinstatement**

The employee is responsible for notifying the District of their intent to return or not to return to work. Employees are entitled to reinstatement to the same or similar position upon return from FMLA.

If an employee who has exhausted their entitlement to FMLA remains on leave under provisions of workers' compensation, disability plan, or as a reasonable accommodation under the Americans with Disabilities Act (ADA), the District is responsible for applying the reinstatement requirements under the applicable law or program rather than the reinstatement provisions under FMLA.

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

## **UNPAID LEAVE**

Administrators who do not qualify for FMLA leave, who have exhausted FMLA leave but may still require additional unpaid leave, or who have other extenuating circumstances may require the use of an unpaid personal leave of absence. The District recognizes the importance of providing unpaid leave to employees in circumstances such as these that are beyond employees' reasonable control and therefore offers this policy. Reasonable accommodations necessary for the employee to perform the essential functions of their position (ADA accommodations) will be considered when determining whether unpaid leave requests are granted.

The District will not routinely grant unpaid personal leaves of absence. All available paid leave must be used before an employee may request additional unpaid leave, except for saving a combined total of 5 paid leave days (sick, vacation, or personal) that can be used when an employee returns from unpaid leave. The District reserves the right to grant an unpaid personal leave of absence individually and at its sole discretion. The decision to grant an unpaid leave will be based on the length of requested leave, the employee's length of service, the employee's past job performance, the overall operational needs of the District, and whether the leave request is based on unforeseen circumstances such as an employee's extended illness. The district will continue to pay the premium for basic life and long-term disability during the approved leave.

The employee will complete an electronic Unpaid Leave Request Form when requesting leave that falls into this category. If the employee's leave is not approved, the employee will be expected to resign voluntarily because the employee is unwilling or unable to fulfill the attendance requirements of the position, even with reasonable accommodation. Employees who document the need for time off for their or their family member's chronic health condition will be granted a leave not to exceed eight (8) weeks of time off. Employees who cannot return to work at the end of the eight (8) week accommodation will have their employment terminated and be responsible for 100% of their premiums after eight (8) weeks.

An administrator may also apply for unpaid leave to serve in public office or for professionally related activities. The administrator shall state the purpose for the request and the length of time for which the leave is requested. Such unpaid leave, which may be granted at the District's discretion, will be given for the period necessary to fulfill the responsibilities; however, in most cases, such leave will not exceed one (1) year. An administrator granted such leave shall have the right to maintain at their expense all insurance benefits for which the administrator was enrolled at the time of the request. At the end of the leave, the administrator will return to a comparable assignment determined by the Superintendent.

## **MOONLIGHTING:**

Employees are prohibited from outside employment and other such commitments while on paid or unpaid leave without prior approval from the human resources department.

## **POLITICAL CANDIDATE LEAVE**

An administrator who is a political candidate seeking public office shall be granted one (1) day of leave without loss of compensation for either the day of the primary election or the general election day.

## **RETIREMENT**

### **DEFINITION**

An administrator who has completed five (5) or more years of service to the District may retire at or after age fifty-five (55). Time must be continuous, credible years of service and will not include years as a substitute or temporary employee.

### **RETIREMENT OVERVIEW**

An administrator who has completed five (5) or more years of service to the District may retire at or after age fifty-five (55) and remain on the health, dental, vision, and basic term life insurance programs until age 65. A spouse is eligible for health, vision, and dental coverage until age sixty-five (65). Dependents may stay on the plan until their 26th birthday; however, the member or spouse must still be on the plan for this to be applicable. A dependent may not stay on the health plan if the employee and/or spouse has aged off the plan. The dependent will be offered COBRA coverage in accordance with applicable COBRA rules. Retirees have no right to reinstate insurance plans after enrollment in the insurance plan has been terminated. The benefits cease when the retiree becomes sixty-five (65) or is eligible for Medicare.

Administrators must consult INPRS rules to determine retirement eligibility with INPRS, as vesting and benefits are determined by the number of years of service in conjunction with an employee's age.

#### **Eligibility:**

1. The administrator must be under contract or on approved leave with the District at the time of retirement.
2. The administrator must be at least fifty-five (55) years of age.
3. The administrator must have at least five (5) years of continuous experience in Perry Township Schools.

#### **Notification:**

1. An administrator applying for Regular Retirement must notify the Superintendent or designee in writing of their intention to retire by March 1st of the calendar year of retirement.
2. The District may waive this stipulation for reasons of health or other emergencies.
  - a. Retirement shall generally be submitted for the end of a school term/employment contract year unless mutually agreed upon by both the District and the administrator.
  - b. If an administrator fails to make the required notification, the administrator may forfeit the opportunity for this benefit during the first year of retirement.



## **Retirement Benefits:**

Administrators who retire may continue to participate in the health, dental, vision, and life insurance programs offered by the District, provided the administrator pays one hundred percent (100%) of the premium as prescribed by the District. Eligibility for these insurance benefits continues until Medicare eligibility for health, dental, and vision until age 65 and age 70 for term life insurance. A retiree may change plans following HSBT guidelines.

1. Spousal carve-out will be following HSBT guidelines.
2. The retiree will contribute one-half (1/2) of the premiums due by July 1<sup>st</sup> of each year and the remaining one-half (1/2) of the premiums due by January 1st of the following year.
3. On the first (1<sup>st</sup>) day of the month following the retiree's eligibility for Medicare or on the first (1<sup>st</sup>) day of the month following the retiree's death, the health benefit will cease for the retiree and their dependents. Dependents will not be eligible to continue on the retiree's health, vision, or dental plan once the retiree is Medicare-eligible.
4. The term life insurance benefit will remain in effect until the end of the month of the retiree's sixty-fifth (65<sup>th</sup>) birthday. The accidental death and dismemberment benefit of the term life insurance policy does not continue with retirement. The supplemental term life insurance may continue at the retiree's expense until the retiree's seventieth (70<sup>th</sup>) birthday.
5. Until the retiree reaches the age of Medicare eligibility, retirees may remain on the same health, dental, and vision programs they were on at the time of retirement. Retirees will pay the total premium for these programs.
6. Retirees may remain on the long-term care program they were on at the time of retirement. Retirees will pay the total premium for this program and must pay the premium directly to the long-term care provider. This benefit is no longer offered to newly hired administrators after June 30, 2019.

## **Sick Time Remuneration at Retirement:**

Sick-time benefits will be paid only one (1) time to a given individual when retiring from the District.

1. Administrators who were hired in or prior to the 1987-1988 school year (sixteen (16) or more years of experience before the beginning of the 2004-2005 school year) qualify for the following benefits:
  - a. the 401(a) Buy-out Program, and
  - b. a \$2,000 lump sum severance benefit for INPRS calculations at retirement if the retiree has at least sixty (60) accumulated sick leave days.
2. Administrators who had fewer than sixteen (16) years of experience before the beginning of the 2004-2005 school year:
  - a. qualify for the 401(a) Buy-out Program account but do not receive any sick time

remuneration at retirement.

3. Administrators who began service with the District after the 2004-2005 school year and beyond do not receive any sick time benefit at retirement.

## **DEFERRED COMPENSATION ACCOUNTS**

The term “deferred compensation accounts” refers to 401(a) accounts, 403(b) accounts, 457 accounts, and HRA/VEBA accounts as defined by the Internal Revenue Service.

### **401(a) Plan**

1. The District will contribute six and six-tenths percent (6.6%) of the base salary to the 401(a) Deferred Compensation Plan for Administrators with at least twenty-three (23) but less than thirty-seven (37) years of experience for the 2011-2012 school year.
2. The District will contribute five and six-tenths percent (5.6%) of the base salary to the 401(a) Deferred Compensation Plan for administrators with less than twenty-three (23) years of experience in the District for the 2011-2012 school year. Administrators hired after the 2012 school year receive the 5.6% of the base salary contributed to their account.
3. Contributions by the District to the 401(a) Deferred Compensation Plan shall be 100% vested after five (5) total continuous years of service with the District. A year is defined as 120 days per calendar year.

### **403(b) and 457 (b) Plans**

District administrators may participate in the township 403(b) and 457(b) plan offerings. The administrators make all contributions to these plans with the administrator’s contributions, and administrators may enroll in this plan at any time.

### **HRA/VEBA Plan**

1. Establishment and Maintenance of HRA/VEBA Account:
  - a. Effective with the starting date of the 2004-2005 school year, the District will establish an HRA (Health Retirement Account) for each administrator who did not qualify for unreduced INPRS retirement benefits prior to the start of the 2004-2005 school year.
  - b. The District will provide oversight for the plan in accordance with IRS rules.
2. The District will contribute annually to the administrator’s HRA account an amount equivalent to one percent (1%) of the base salary for any administrator with fewer than sixteen (16) years of experience prior to the start of the 2004-2005 school year and all new hires starting 2004-2005 or thereafter.
3. HRA Account Access: The administrator will have access to the assets of their account upon resignation or retirement from the District, provided that said administrator had reached the age of fifty-five (55) years and has completed a minimum of five (5) consecutive years of service in the District.

4. Following Internal Revenue Code 501(c)(9) and any other applicable federal and state laws, the administrator may use the HRA account to purchase health insurance, health services, health products, and/or other legally allowed items and services.
5. The administrator may use their HRA account assets to purchase insurance through the District's plan provider(s) at the then-current group plan rate(s), provided the administrator pays one hundred percent (100%) of the premium for each plan chosen.
6. Any assets remaining in the HRA account shall be distributed upon the administrator's death according to the Plan Document.