

TAYLOR COMMUNITY SCHOOL CORPORATION

Classified Employees' Handbook

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Employee Handbook Introduction

Welcome to the Taylor Community School Corporation (“Taylor”) – we’re glad to have you on our team. At Taylor, we believe that our employees are our most valuable asset. In fact, we attribute our success as an organization in significant part to our ability to recruit, hire, and maintain a happy and productive work force. We hope that during the time of your employment with Taylor you will become a productive and successful member of the Taylor team.

This employee handbook describes, in summary form, the personnel policies and procedures that govern the employment relationship between Taylor and its classified employees (those employees who are not subject to the collective bargaining agreement). The policies stated in this handbook are subject to change at any time at the sole discretion of Taylor. This handbook supersedes any prior handbooks or written policies of Taylor that are inconsistent with its provisions. You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, please ask your supervisor or the Superintendent.

This handbook does not create a contract of employment between Taylor and its classified employees. Although we hope that your employment relationship with Taylor will be long-term, either you or Taylor may terminate this relationship at any time, for any reason, with or without cause or notice. Our relationship remains at-will notwithstanding any provision in this handbook to the contrary. No supervisor, manager, or representative of Taylor other than the Superintendent has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook.

Christopher A. Smith, Ed.S.
Superintendent of Schools

I. EMPLOYMENT CONDITIONS

A. Equal Employment Opportunity

Taylor is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, religion, national origin, age, disability, sex (including pregnancy), genetic information or any other characteristic protected by applicable federal, state or local laws. Our team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

B. Disability Accommodations

It is the policy and practice of Taylor to comply fully with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 ensuring equal opportunity in employment for all qualified persons with disabilities. Taylor is committed to ensuring non-discrimination in all terms, conditions and privileges of employment. All employment practices and activities, whether provided or conducted by Taylor or another on its behalf, shall be conducted on a non-discriminatory basis.

Employees who believe they have a mental or physical disability and require reasonable accommodation to perform the essential functions of their job should contact the Superintendent. Taylor will then engage in an interactive dialog with the individual employee to verify the existence of a disability covered under the Americans with Disabilities Act or Section 504 of the Rehabilitation Act of 1973, as amended, identify possible accommodations, and determine which accommodations Taylor can reasonably provide under specific circumstances.

C. Religious Accommodations

Taylor also respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on Taylor's business. An employee whose sincerely held religious beliefs or practices conflict with his or her job, work schedule, or with Taylor policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must submit a written request for the accommodation to the Superintendent. The written request will include the type of religious conflict that exists and the employee's suggested accommodation. The request will be evaluated to determine whether the request is available or if it will create an undue hardship on Taylor.

D. Anti-Harassment

As more fully set forth in Policy 4362, it is the policy of Taylor to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all Taylor operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board or affects the educational environment within Taylor.

Taylor will vigorously enforce its prohibition against harassment based on sex, race, color, national origin, religion, disability, or genetic information that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment) and encourages those within the Taylor community as well as third parties who feel aggrieved to seek assistance to rectify such problems. All Taylor employees, including administrators, professional staff and support staff, shall report any incident of alleged harassment that the employee observes or which is reported to the employee. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action, up to and including termination of employment or expulsion from school. Taylor employees who fail to report any incident of alleged harassment that the employee observes or which is reported to the employee also are subject to appropriate disciplinary action, up to and including termination of employment.

For purposes of this policy, "Taylor community" means students, administrators, teachers, and staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on Taylor property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the Taylor community at school-related events/activities (whether on or off Taylor property).

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity;
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual;
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
- B. physical and/or sexual assault;
- C. threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances;
- D. unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls;
- E. sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals;

- F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
- G. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;
- H. remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;
- I. consensual sexual relationships where such relationship leads to favoritism of a student or subordinate employee with whom the teacher or superior is sexually involved and where such favoritism adversely affects other students and/or employees;
- J. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance of creating an intimidating, hostile, or offensive working and/or learning environment; or with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

Reports and Complaints of Harassing Conduct

Students, members of the Taylor community and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other Taylor official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Victims of harassment that may constitute a criminal offense may also file a criminal complaint with appropriate law enforcement authorities. All Corporation employees, including administrators, professional staff and support staff, shall report in writing any incident of alleged harassment that the employee observes or which is reported to the employee. Any administrator, supervisor, or other Taylor official who receives such a complaint shall file it with the Corporation's Anti-Harassment Compliance Officer (as identified on Taylor's website) at his/her first convenience. Corporation employees who fail to comply with the reporting responsibility shall be subject to discipline, up to and including termination.

Members of the Taylor community or third parties who believe they have been unlawfully harassed by another member of the Taylor community or a third party are entitled to utilize the Board's informal and/or formal investigation and complaint processes set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false. Individuals should make every effort to file an informal or a formal complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

Policy 4362 (available through Taylor’s website) sets out the various procedures employees must follow for informal and formal complaints.

E. Genetic Information Non-Discrimination Act

The Genetic Information Nondiscrimination Act (“GINA”) prohibits employers from requesting or requiring genetic information of employees or their family members. In order to comply with this law, Taylor asks that in applying for Family and Medical Leave Act (“FMLA”) leave employees not provide any genetic information when responding to any request for medical information. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. When an employee is applying for FMLA leave for the care of a family member with a serious health condition it is obviously necessary to provide some medical information regarding the sick family member to support the need for leave. However, any family medical history information is only required to the extent necessary to make the FMLA medical certification complete and sufficient under the FMLA and should not otherwise be provided.

F. Public Records

Taylor is subject to Indiana’s Access to Public Records (“APRA”). To ensure full compliance with the APRA, Taylor has created a specific protocol to receive and process requests for public records. Employees who receive any requests for public records must immediately present the requests to the Superintendent. This does not apply to authorized disclosures of educational records to students and their parents or guardians

G. Firearms and Weapons

Taylor prohibits support staff members from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of Taylor for the purpose of school activities approved and authorized by Taylor including, but not limited to, property leased, owned, or contracted for by Taylor, a school-sponsored event, or in a Taylor vehicle; provided, however, that a support staff member is not prohibited from possessing a firearm or ammunition that is locked in the trunk of the support staff member's vehicle, kept in the glove compartment of the support staff member's locked vehicle, or stored out of plain sight in the support staff member's locked vehicle.

Generally, the possession of a firearm in or on school property, in or on property that is being used by a school for a school function, or on a school bus is a felony (I.C. 35-47-9-2) and is prohibited by Taylor policy. However, State law permits a person who may legally possess a firearm to maintain that firearm if it is locked in the person's trunk, kept in the glove compartment of the person's locked vehicle, or stored out of plain sight in the

person's locked vehicle. This exception does not apply to students unless it is a high school student who is a member of a shooting sports team and the principal has approved the student keeping a firearm concealed in the student's motor vehicle on days the student is competing or practicing as a member of a shooting sports team. This exception also does not apply to former students if the person is no longer enrolled in school due to a disciplinary action within the previous twenty-four (24) months.

The term "weapon" means any object which, in the manner in which it is used, intended to be used, or represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health or safety of persons. Weapons include, but are not limited to, firearms, tasers, handguns, stun guns, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, chemical weapons, metallic knuckles, martial arts weapons, ammunition, and destructive devices (bombs, incendiary, grenade, Molotov cocktail, rocket with a propellant charge of more than four (4) ounces, etc.). A "knife" is defined as "an instrument that: 1) consists of a sharp edge or sharp pointed blade capable of inflicting cutting, stabbing, or tearing wounds; and 2) is intended to be used as a weapon." I.C. 35-47-5-2.5(a).

The Superintendent will report an employee who violates this policy to law enforcement officials. The staff member also will be subject to disciplinary action, up to and including termination for violation of this policy.

This prohibition does not apply to weapons under the control of law enforcement personnel, as well as a School Resource Officer or other school security personnel who is not a law enforcement officer, but who may legally possess a firearm.

Exceptions to this policy include:

- A. items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved; (Working firearms and ammunition shall never be approved.)
- B. theatrical props used in appropriate settings;
- C. starter pistols used in appropriate school related sporting events.

Staff members must report knowledge of dangerous weapons and/or threats of violence by students, staff members, or visitors to the principal. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

H. Drug Free Workplace/Substance Abuse

Purpose

Taylor is committed to providing a safe working environment and, likewise, expects its employees to report to their jobs physically and mentally fit for work. Furthermore, Taylor is committed to assuring its continued representation as a model for its citizens. To achieve these goals, Taylor must take a firm and positive stand against drug and alcohol abuse. This policy is intended to ensure a drug free work environment for the benefit of employees and the students.

With respect to existing employees, the policy's objective is to eliminate substance abuse, not the substance abuser. To this end, Taylor is prepared to help and support all employees requesting assistance in dealing with drug or alcohol problems. No one will be disciplined for requesting assistance. Indeed, Taylor has established an Employee Assistance Program that provides confidential services to employees who seek help in dealing with drug or alcohol problems. The program may include referral to outside treatment or rehabilitation facilities. In most instances, the costs of treatment will be reimbursed in accordance with applicable benefit plans.

Policy Requirements

1. The use, manufacturing, distribution, dispensation, possession, sale, or transfer of an illegal drug (including a prescription drug without a prescription) or controlled substance by any employee on Taylor premises, in the performance of Taylor business, or at Taylor -sponsored events, is strictly prohibited.
2. The use of any legally obtained drug by any employee while performing Taylor business or while on Taylor premises is prohibited to the extent that such use may adversely affect the safety of the employee or others, the employee's job performance, or Taylor's regard or reputation in the community. Employees who have been informed or have discovered that the use of a legal drug may adversely affect job performance or behavior are to report such drug use and possible side effects to management.
3. The unauthorized use, possession, sale, or transfer of alcohol on Taylor premises is prohibited. The use of alcohol by employees while conducting Taylor business, attending Taylor -sponsored business or social functions, or otherwise representing Taylor off Taylor premises is permitted only to the extent that it is not unlawful and does not adversely affect the safety of the employee or others, the employee's job performance, or Taylor's regard or reputation in the community.

In accordance with the federal Drug-Free Workplace Act, an employee must notify his/her supervisor or the superintendent of any criminal drug statute conviction for a violation occurring on Taylor premises within five calendar days of such conviction. An

employee so convicted will be subject to disciplinary action up to and including termination.

The presence in specified amounts (producing positive test results) of any illegal drug in an employee's system while on Taylor premises or while otherwise performing Taylor business is prohibited.

Taylor has established a drug-free awareness program to inform employees about the dangers of drugs and drug abuse in the workplace, Taylor's policy of maintaining a drug-free workplace, available counseling through the employee assistance program, and penalties imposed on employees for violations of Taylor's policies. Participation in the program is mandatory.

Testing and Treatment

1. Whenever Taylor has reasonable suspicion that an employee's work performance or on-the-job behavior may have been affected in any way by alcohol or drugs, or that an employee has otherwise violated the Substance Abuse Policy, Taylor may require a blood test, urinalysis, or other drug/ alcohol test. An employee must complete the necessary drug information and consent forms prior to the testing.
2. Employees in security or safety-sensitive positions will be required to consent in writing to and undergo periodic and random testing for as long as they remain in such jobs. Taylor will maintain a list of sensitive jobs and will notify employees who hold such positions.
3. Any employee who has voluntarily or mandatorily completed Taylor's Employee Assistance Program will be required to consent in writing to and undergo periodic testing for a period of one year after release from the treatment program.
4. An employee who tests positive for illegal drugs during the employee's first 90 days of employment will be subject to immediate termination of employment for violation of Taylor's Substance Abuse Policy.
5. An employee involved in a workplace incident that resulted in serious bodily injury or death will be required to submit to a drug and alcohol test.
6. After the employee's first 90 days of employment, an employee whose alcohol or drug test is positive may be subject to the following rehabilitative procedure:
 - a. First Positive: The employee is to be placed on an immediate leave of absence and referred to the Employee Assistance Program for mandatory participation. The employee cannot return until a Taylor -

approved counselor or physician releases the employee to return to regular and complete job duties and responsibilities.

b. Second Positive: If within one year of release from the treatment program an employee again tests positive for either alcohol or drugs, the employee will be subject to immediate termination of employment for the positive test result.

7. The leave of absence that must be taken after a positive alcohol or drug test is without pay. However, the employee may use any accrued, unused vacation, comp time, personal days, or sick days to receive compensation during the leave. Current benefits coverage will continue during the leave.

8. All test results, assistance requests, and treatment records will be maintained in files separate from the employee's personnel file and will be held in the strictest of confidence, disclosed only to those having a legitimate need to know such information.

Disciplinary Action

1. Depending upon the seriousness of the offense, any violation of the policy requirements of the Substance Abuse Policy (except for the first positive test of an employee with more than 90 days' tenure) will result in discipline, up to and including termination of employment, even for a first offense.
2. The failure or refusal to complete the necessary paperwork, to submit to a drug test, or to undergo treatment pursuant to the requirements of the Substance Abuse Policy will be grounds for immediate termination.
3. All performance shortcomings, prohibited conduct, and attendance problems will result in discipline pursuant to Taylor's normal policies independently of any drug or alcohol implications or causes.

I. Safety and Reporting of Accidents or Injuries

All employees must perform their jobs in a manner that considers their own personal safety as well as the safety of others, including co-workers. This includes using protective devices and safety equipment as instructed as well as reporting on-the-job accidents, injuries or safety incidents, no matter how minor. Please report any safety concerns or on-the-job injuries or incidents to your supervisor immediately. Any employee whose conduct poses a significant risk of harm to him or herself or others or who fail to report on-the-job injuries or incidents will be subject to disciplinary action up to and including termination of employment.

J. Nursing Mothers

Taylor will provide breaks and a private location for employees to pump breast milk. Upon request, Taylor will provide a cold storage space for keeping the milk until the end of the workday; otherwise employees may provide their own portable cold storage device.

K. Staff Gifts

Taylor considers the presentation of gifts or favors to some person under some circumstances can place the person accepting such gift or favor in a position where a return gift or favor might be indicated. Further, the tendering of gifts to school personnel might place an undue hardship on one group of individuals as opposed to another and create problems of embarrassment.

Therefore, the giving of personal gifts from students to school personnel or from school personnel to supervisors in the administrative hierarchy of Taylor shall be discouraged.

In accordance with the intent of this policy, gifts of an especially sentimental value, of little or no monetary value, such as valentines made by students cookies or other tokens of this nature, may be encouraged.

The soliciting of money, gifts or donations from students or groups of students such as classes, athletic groups, musical groups, etc. is prohibited and the acceptance of money or donations from these individuals or groups, other than for school purposes, is prohibited. Further, no employee may solicit or accept, either directly or indirectly, any gift, donation, emolument, gratuity or favor with any substantial economic value which might reasonably be interpreted by normal community standards as being of such a nature that it could affect his impartiality of judgment.

The Superintendent may approve acts of generosity to individual staff members in unusual situations.

Classified staff members shall not accept any form of compensation from vendors that might influence their recommendations on the eventual purchase of equipment, supplies, or services. Furthermore, classified staff members shall not accept any compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from said vendor. In addition, classified staff members who recommend purchases shall not enter into a contractual arrangement with a vendor seeking to do business with Taylor or a vendor with whom Taylor is doing business, whereby an individual classified staff member receives compensation in any form for services rendered.

Such compensation includes, but is not limited to cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event

that a classified staff member receives such compensation, albeit unsolicited, from a vendor, the classified staff member shall notify the Superintendent, in writing, that s/he received such compensation and shall thereafter promptly transmit said compensation to the Superintendent.

Upon the recommendation of the Superintendent, the Board shall consider, as appropriate, the presentation of token gifts to retiring members of the staff who have rendered outstanding service for an extended period of time.

An employee of Taylor making a recommendation to the Board on a matter to be considered by the Board shall not accept a gift or gratuity from a person or entity having a substantial personal or pecuniary interest in the Board's decision on the matter in accordance with the restrictions and provisions of I.C. 35-44-1-3.

L. **Time Schedule**

Classified employees shall receive an hourly, daily, weekly or monthly schedule. *No alteration of schedule is permitted without direct supervisor's prior approval.* Classified employees are recognized as either twelve month, or less than twelve month, employees. The annual working schedule of those working less than twelve months is to be determined by the superintendent. The hours of work shall be established by the immediate supervisor or principal. *Employees working less than twelve months do not work on non-school days, unless authorized by the superintendent.* Full-time employment is defined as thirty (30) or more hours per week. Part-time is defined as less than thirty (30) hours per week.

M. **Time Cards**

All hourly classified employees are required to *clock in and out* and submit their own time cards to Taylor's administration offices no later than the Monday following the end of the pay period. Hourly employees may not record hours worked or any other information on another employee's time card. *Time cards must be confirmed and signed by the immediate supervisor and the employee.*

All employees must accurately record their own time as they begin working and the time such work ends. Violation of this policy may result in disciplinary action for all parties involved. Failure to properly complete the time record may result in a loss of pay for the period.

All employees must sign their time records agreeing that the time recorded is the time worked. The time card must accurately record the time an employee begins his/her work and the time such work ends. Compensation shall be according to the time reflected on the record. Completeness and accuracy of the records are necessary to ensure that proper payment is made on payday. Falsification of a time card is unlawful, a criminal offense, and shall be referred to the Superintendent for review and disposition, which may include

referral to the Prosecutor's office for review and prosecution. Proven falsification of a time record shall result in termination of the employee's employment.

All vacation and PTO leave used must be kept current and recorded on each payroll claim.

N. **Evaluations**

Taylor recognizes the importance of implementing a program of classified staff evaluations for the purpose of promoting individual job performance and improving services to students.

The goals of Taylor 's evaluation plan for classified staff are:

- A. to improve and reinforce the skills, attitudes, and abilities which enable a classified staff member to be effective in achieving assigned job goals;
- B. to identify and remediate weaknesses which prevent a classified staff member from achieving the goals of assigned duties.

All classified employees shall be evaluated annually by their immediate supervisor. Evaluations shall be used to inform employees of job performance. In order to accomplish these objectives each classified employee shall be given a copy of the evaluation(s) and shall sign the copies to certify that it has been seen and discussed with the employee. Each employee shall be permitted to comment on the principal's and central office's copies. If a person in a classified position is not recommended to be reemployed, that person may request a conference with the Superintendent. The superintendent will make a determination regarding the classified person's status and place it in writing for the individual and their file.

O. **Technology**

Taylor provides computer devices, networks, and other electronic information systems to meet missions, goals, and initiatives and must manage them responsibly to maintain the confidentiality, integrity, and availability of its information assets. This policy requires the users of information assets to comply with Taylor policies and protects Taylor against damaging legal issues.

Taylor technology systems, including its electronic mail system, has been installed by Taylor to facilitate communications. Although each employee has an individual password to access this system, it belongs to Taylor and the contents of e-mail communications are accessible at all times by Taylor management for any purpose. These systems may be subject to periodic unannounced inspections, and should be treated like other shared filing systems. All system passwords and encryption keys must be available to Taylor management, and your passwords or encryption keys must be available to your supervisor.

All e-mail messages are Taylor records. The contents of e-mail, properly obtained for legitimate business purposes, may be disclosed without your permission. Therefore, you should not assume that messages are confidential. Back-up copies of e-mail may be maintained and referenced for business and legal reasons. Use of Taylor's e-mail, internet or electronic devices constitutes consent to monitoring of these systems and devices.

P. Mileage Reimbursement

1. Corporation Transportation Drivers - Any corporation transportation driver given the administrative approval/directive to have mechanical work completed on a corporation-owned bus, and in complying with such must use their personal vehicle to and/or from the site for repair, will be reimbursed at the I.R.S. rate. Transportation drivers must keep accurate record of this information and submit such on an approved claim form at the conclusion of each semester.
2. Classified Employees - Any classified employee, as a part of the regular job description, who is required to use a personal vehicle for corporation business daily or periodically, is eligible for mileage reimbursement at the I.R.S. rate. The classified employee must keep accurate records and submit such on an approved claim form at the conclusion of each semester.

II. SALARY AND WAGES

A. Income

The salary and wages of classified employees shall be set by the Board.

B. Overtime

Approved work over forty (40) hours in one work week is classified as overtime for non-exempt employees. All overtime must be authorized in advance by the immediate supervisor, building principal and superintendent of schools (or designee). **Supervisors should be warned that unauthorized approval of overtime may subject supervisors to personal liability under federal law.**

Approved Overtime worked by non-exempt employees is compensated by compensatory time. Employees shall receive one and one-half hours of compensatory time for every hour of overtime worked. Exempt employees, unless expressly authorized by the Board, are not eligible for compensatory time. Time and one-half is paid for hours in excess of 40 hours worked in the workweek. Authorized vacation, sick, and personal days shall not be considered hours worked for the purposes of eligibility for overtime.

Accrued compensatory time must not exceed 240 hours. In the event that employees accrue more than 240 hours of compensatory time, employees will be entitled to payment of overtime at one and one-half times the employee's straight time rate.

Compensatory time may be used within a reasonable period after making a request so long as it does not unduly disrupt Taylor's operations. Compensatory time will accrue and carry over from year to year, and compensatory time will be paid out upon termination of employment.

C. Direct Deposit

Direct Deposit is mandatory for all Taylor employees.

III. RETIREMENT

A. State Retirement Plan

Full-time employees may be eligible to participate the State Retirement System (P.E.R.F.). Details of this plan will be available at the administration office.

B. Insurance After Retirement

Any classified employee retiring from Taylor shall be eligible to continue the insurance plan(s), provided the carrier permits such participation without additional charge to Taylor's policy by contributing the full monthly premium owed the insurance carrier directly to Taylor with other conditions being as follows:

1. Any classified employee member must be at least fifty-five (55) years of age, but not more than sixty-five (65) years of age on or before June 30 of retirement year and have a minimum of ten (10) years of experience with Taylor Community School Corporation to qualify for this benefit.
2. To start coverage, the classified employee shall pay two (2) months' premiums, one of which the corporation shall hold in reserve.
3. Thereafter, monthly premiums are due on or before the first of the month preceding coverage.
4. Failure to receive payment by the scheduled date shall result in permanent cancellation of this benefit without right to reinstatement.

C. Terminal Pay

An eligible employee who is fifty-five (55) years of age may qualify for terminal pay benefits by giving notice in writing of the intention to retire. Such retirement notice will

be due in the superintendent's office six (6) months prior to date of retirement. In such case, those employees with more than ten (10) years of service in the Taylor Community School Corporation will receive a one-time terminal benefit equal to 25% of the final year's wages, including overtime, special assignments, etc. An employee who is fifty-five years of age and suffers ill health which necessitates early retirement shall receive the terminal pay benefit to which the employee would have been entitled had notice been given as specified. It is necessary in this case to provide written verification from a physician to be eligible for benefits under this provision. If an employee dies who has already submitted their intention to retire, the employee's estate shall receive the terminal pay benefits. This provision applies only to employees who were employed on or before January 1, 2016 but retire on or after January 1, 2016.

D. Sick Day/PTO Payout

Eligible employees may receive payout of accrued sick days and PTO at a rate of eighteen dollars (\$18) times the number of sick/PTO days accumulated, not to exceed ninety (90) days. An employee who is fifty-five years of age and suffers ill health which necessitates early retirement shall receive the severance pay benefit to which the employee would have been entitled had notice been given as specified. It is necessary in this case to provide written verification from a physician to be eligible for benefits under this provision. If an employee dies who has already submitted their intention to retire, the employee's estate shall receive the severance pay benefits.

IV. INSURANCE

Annually, the Board of School Trustees approves the group health insurance plan to be used by Taylor and the premium contribution amounts. An employee is eligible for programs mentioned below in accordance with provisions of the group health insurance plan document. Temporary employees are not eligible for insurance benefits. Employees who do not qualify under the following guidelines, but were enrolled in one or more of the insurance programs on July 1, 2004 will continue to receive that benefit.

A. Health Insurance

The board shall pay four thousand, seven hundred and forty-four dollars (\$4,744) toward the premium of a single health insurance plan or six thousand and eighty-five dollars (\$6,085) toward the purchase of a family health insurance plan *for a full-time employee* who desires such coverage provided. However the employee shall pay at least one dollar (\$1.00) for the plan selected. If two family members are employed by the corporation, and select to participate in the family plan of the health insurance, the Board will apply the family plan contribution (\$6,085) for one employee, and the single plan contribution (\$4,744) for the other employee, to the cost of the insurance plan. Full-time school nurses working less than twelve months per year will receive the same health insurance benefits described above.— Initial enrollment in the plan must be within four (4) weeks of the date of employment. Requests for enrollment or plan modification in subsequent years must be made during the designated period of open enrollment, or due to a life

altering event. Any employee whose membership in the group medical insurance is terminated because of attaining age sixty-five (65) and is still employed by the Board shall continue to receive insurance benefits in the form of payments to Medicare and a supplemental medical insurance plan provided by the group carrier in accordance to limitations within this handbook.

B. Dental Insurance

The board will pay two hundred and fifty dollars (\$250) toward the purchase of a single dental plan or five hundred and seventy-five dollars (\$575) toward the purchase of a family dental plan *for a full-time, twelve month employee* who desires such coverage provided. However the employee shall pay at least one dollar (\$1.00) for the plan selected. If two family members are employed by the corporation, and select to participate in the family plan of the dental insurance, the Board will apply the family plan contribution (\$575) for one employee, and the single plan contribution (\$250) for the other employee, to the cost of the insurance plan. Full-time school nurses working less than twelve months per year will receive the same health insurance benefits described above. Initial enrollment in the plan must be within four (4) weeks of the date of employment. Requests for enrollment or plan modification in subsequent years must be made during the designated period of open enrollment, or due to a life altering event.

D. Life Insurance

A group life insurance protection plan which shall pay the employee's beneficiary, in the event of death, a sum equal to two (2) times the employee's anticipated annual wage rounded to the next higher thousand dollars; and in the event of an accidental death, a sum of not less than two (2) times that amount shall be paid. *For full-time, twelve month employees*, the Board will pay for the purchase of the corporation's life insurance program. The employee shall pay one dollar (\$1.00). Initial enrollment in the plan must be within four (4) weeks of the date of employment. Full-time school nurses working less than twelve months per year will receive the same life insurance benefits described above.

E. Long-Term Disability

The long-term disability plan shall include a 90-day waiting period, 66-2/3% salary to maximum of \$5,000 per month. *For full-time, twelve month employees*, the Board pays the cost of the long term disability program except for \$1. Employees are required to complete the necessary paperwork accepting long term disability. Full-time school nurses working less than twelve months per year will receive the same long-term disability plan described above.

F. Short-term Disability

Any employee may participate in the short-term disability insurance program *at their own expense*. The cost will be deducted in equal amounts from their pay. The coverage of

short-term disability insurance shall be two third's (2/3's) of the income for a period of twelve (12) months, following a waiting period of fifteen (15) days for covered disabilities.

G. Worker's Compensation Insurance

The Board of School Trustees shall provide workmen's compensation insurance as required by the laws of the State of Indiana. Employees shall not receive both sick leave pay and workmen's compensation benefits for the same absence.

H. Section 125

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any employee so requesting. The salary schedule shall include an amount set aside for Section 125 benefits which includes nontaxable benefits of major medical, long-term disability, short-term disability, Section 79 life, non-reimbursed medical and dependent care. Payroll deduction shall be made available to the administrator of the plan for voluntary universal life, annuities and disability coverage when applicable. The carrier for the plan shall be selected by the Board. Any administrative costs of the plan shall be paid by the employee.

I. Section 403b

All classified employees may contribute to an approved 403b program through payroll deduction.

V. LEAVE

A. Family and Medical Leave Act

Eligible employees may be entitled to up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period to eligible support staff members for the following reasons:

- the birth of a child and/or the care of a newborn child within one (1) year of the child's birth;
- the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival;
- the staff member is needed to care for a spouse, son, daughter, or parent if such individual has a serious health condition; or
- the staff member's own serious health condition prevents him/her from performing the functions of his/her position.

Employees may apply for FMLA leave as more fully set forth in Policy 4430.01. During FMLA leave, employees must use any accrued compensatory time, vacation leave, or PTO, in that order, concurrently with FMLA leave.

B. USERRA/IMFLA Military Leave

Taylor is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is Taylor's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy.

A military leave of absence is granted to all employees who are called to military service (either as a member of the Armed Forces Reserve or National Guard) to fulfill required assignments. Employees are provided fifteen days of paid leave for each calendar year pursuant to proper orders issued by the appropriate military authority. After exhaustion of the paid leave, the employee may elect to use accumulated vacation time or request the leave as unpaid. The employee must submit written military orders to his/her supervisor 30 days in advance of the absence, or as soon as practicable. A copy of the order will be placed in the employee's employment file.

If the employee does not return to work, the supervisor must notify the Superintendent so that appropriate action may be taken.

Employees exercising Military Leave who are participating in Taylor benefits must contact the Superintendent 30 days in advance of the leave to discuss benefits administration during their absence.

Under Indiana's Military Family Leave Act (IMFLA), eligible employees are entitled to an unpaid leave of absence to spend time with certain family members who are engaged in or called to active military service.

IMFLA Eligibility

An eligible employee under IMFLA is an employee who has been employed by Taylor for at least 12 months, who has worked at least 1,500 hours during the 12-month period immediately preceding the leave, and who is the spouse, parent, grandparent, sibling, or court-appointed guardian or custodian (all as construed according to the statute) of a person who is ordered to active duty.

The term “active duty” means full-time service on active duty orders in the armed forces of the United States or the National Guard for a period that exceeds 89 consecutive calendar days.

Reasons for IMFLA Leave

An eligible employee may take IMFLA leave of up to 10 cumulative working days per calendar year during one or more of the following periods:

- Within the 30-day period before a spouse, son, daughter, grandson, granddaughter or sibling (“military family member”) begins active duty;
- During a period when the military family member is on leave; or
- During the 30-day period after a military family member’s active duty orders are terminated.

Compensation for IMFLA Leave

Generally, IMFLA leave is not paid. However, an eligible employee may elect to take any accrued compensatory time, paid vacation leave, PTO, or other paid leave (except for paid medical or sick leave) in lieu of taking unpaid leave under the IMFLA. Such paid leave will be counted toward the employee’s 10 days of IMFLA leave granted per year.

Job and Benefits Security

An eligible employee who takes leave under the IMFLA and who returns to work before his or her IMFLA leave entitlement has expired will be restored to the position the employee held when the leave commenced or to an otherwise equivalent position with respect to seniority, pay, benefits, and other terms and conditions of employment.

Employee Notice and Leave Request Requirements

An eligible employee must give Taylor at least 30-days written notice of his or her intent to take leave under the IMFLA unless the military family member’s active duty orders are issued less than 30 days prior to the requested leave. An eligible employee must also provide a copy of the active duty orders, if available, along with the leave request.

Taylor reserves the right to require verification of the employee’s eligibility for IMFLA leave. If an employee fails to provide such verification, then his or her absence will be considered unexcused.

Continuation of Group Health Plan Coverage

Taylor will maintain group health plan coverage for an employee who takes IMFLA under the same terms and conditions as active employment.

Non-Discrimination/Non-Retaliation Policy Statement

Taylor will not interfere with, restrain, or deny an employee's exercise of right under the IMFLA.

C. Paid Military Leave

Employees are also entitled to a leave of absence without loss of pay or benefits for any consecutive or nonconsecutive period that does not exceed 15 days in a calendar year for the time the employee is on training pursuant to proper orders issued by the appropriate military authority. Any military leave exceeding the annual maximum of 15 work days may be compensated by personal or vacation time before considered as unpaid time. Consideration of this benefit will be given to those employees providing satisfactory documentation reflecting the actual military leave period and performance of military duty.

D. Vacation Leave

Personnel working less than twelve (12) months per year will not earn vacation rights. All vacation days must be approved in advance by the immediate supervisor. No vacation time shall be granted during the two (2) weeks prior to the beginning date of school or two (2) weeks following the end date of school. No more than two weeks of vacation can be taken during the months of June, July and August, unless approved by the Superintendent. With the immediate supervisor's approval, assigned building level employees will have the prerogative to take vacations during Christmas, spring or summer recesses. Vacation days will be provided upon initial employment and every July 1st, thereafter. Taylor will not buy unused vacation time.

Twelve month employees will earn vacation rights as follows:

- a. employed less than two (2) years - one (1) week of paid vacation
- b. employed over two (2) years, but less than five (5) years - two (2) weeks of paid vacation
- c. employed over five (5) years, but less than fifteen (15) years - three (3) weeks of paid vacation
- d. employed fifteen (15) years - four (4) weeks of paid vacation

Four (4) weeks of paid vacation is also available to those who earned that benefit prior to July 1, 2002.

Vacation must be used by June 30 of each year and is not carried over from year to year. Furthermore, employees who leave employment with Taylor involuntarily are not entitled to a payout of accumulated vacation leave.

VI. HOLIDAYS

If one of the holidays described below would occur on a weekend, the superintendent will confirm a suitable replacement holiday (i.e. Friday or Monday).

A. **Twelve Month Employees** - Employees shall be eligible to receive paid holidays as follows:

1. New Year's Day
2. Good Friday (only if school is not in session)
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. The day after Thanksgiving
8. Christmas Eve
9. Christmas
10. New Year's Eve

B. **Employees Working Less Than Twelve (12) Months Per Year** - Employees shall be eligible to receive paid holidays as follows:

1. Labor Day
2. Good Friday (only if school is not in session and not during Spring Break)
3. Memorial Day (if school is still in session)

VII. ABSENCES AND LEAVES

A. Paid Time Off

Taylor recognizes that employees have diverse needs for time off from work; therefore, Taylor has established a paid time off (PTO) policy to meet those needs. The benefits of PTO are that it promotes a flexible approach to time off for personal days and sick days. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover illness or disability, appointments, emergencies or other needs that require time off of work

PTO will be distributed as follows:

Employees	PTO Days Per Calendar Year
Cafeteria Workers (Head Cook, Cook)	1
Less than twelve month employees	10
Twelve month employees	13

PTO may be utilized in one-half day increments, unless it is being used concurrently with FMLA.

PTO of more than three (3) consecutive days must be scheduled in advance and be approved by the employee's supervisor in advance in order for the absence to incur no discipline as an unexcused absence. Any available PTO must be used for a full day, non-FMLA related, unscheduled absence of more than three (3) days and the absence may also be subject to discipline as an unexcused absence. Unexcused time off taken after an employee has exhausted his or her PTO will be subject to disciplinary action up to and including termination of employment.

PTO will be carried over from year to year. Accrued PTO is not paid out upon termination of employment unless retirement or disability.

D. Bereavement or Death Leave

A leave of five (5) school days shall be allowed immediately following the death of the employee's spouse, parent, children, grandchildren, brother, sister, mother-in-law, father-in-law, daughter-in-law, or son-in-law *to attend the funeral and attend to family responsibilities*. Two (2) school days shall be allowed immediately following the death of the employee's or employee spouse's grandparent, brother-in-law, sister-in-law, niece, nephew, aunt, uncle, or first cousin *to attend the funeral*. In special situations or extenuating circumstances, the superintendent of schools may grant additional days. Part-time cafeteria employees are not eligible to receive paid bereavement days.

E. Unpaid Days

Unpaid days will be approved only after all available paid days are used. Unpaid days will be approved in unique circumstance only. Unpaid days must be approved, in advance, by the immediate supervisor. Written approval must accompany the

employee's time sheet. Excessive absence, including approved unpaid days, may be considered reason for dismissal.

VIII. WEATHER DAYS AND SCHOOL DELAYS

A. Weather Days

When school is canceled due to bad weather, twelve month employees may use personal days if they so wish. However, those working less than twelve months may not use personal days, and are not expected to report to work unless specifically authorized by their immediate supervisor. *Employees working less than twelve months do not work on non-school days, unless authorized by the superintendent.*

B. School Delays

When the Superintendent announces a delay in the school day, all employees must report to work at the delayed start time. Office staff may report to work before the delayed start time only with the Superintendent's approval.

IX. DISCIPLINARY ACTION POLICY

Employment with Taylor is at-will. However, Taylor endeavors to use a progressive framework in addressing employee discipline issues. Disciplinary action shall be applied progressively except when the violation is serious and less severe discipline would be inappropriate considering the severity of the offense. In general, discipline for employees is applied in progressive steps as follows:

1. Oral warning
2. Written warning
3. Final written warning, suspension and /or disciplinary probation
4. Termination of employment

The nature of the offense and the particular circumstances determine whether or not all or any of the steps in the above sequence are followed. Disciplinary steps may be omitted or repeated, as the Supervisor determines appropriate.

The purpose of disciplinary measures short of termination is corrective, to encourage employees to improve their conduct or performance so that they may continue their employment with Taylor. Taylor expects all employees to behave in a mature and responsible manner and to perform their jobs conscientiously, without the need of disciplinary action. These corrective disciplinary measures will not apply in the event of any offense that Taylor determines to warrant immediate termination of employment or in other circumstances when Taylor determines that corrective measures would be ineffectual or otherwise inappropriate.

- A. **Oral Warnings** – If an employee is given an oral warning, the employee is informed of the warning by his or her supervisor. The warning is also recorded by the supervisor in writing and the record is placed in the employee’s personnel file.

- B. **Written Warnings** – If an employee is issued a written warning or a final written warning, the supervisor will meet with the employee to discuss the disciplinary action and the employee will be asked to sign the warning. The employee’s signature is only an acknowledgment that the employee has been informed of the warning; it does not indicate agreement with the warning. All written warnings are retained in the employee’s file.

- C. **Disciplinary Probation** – An employee may be placed on disciplinary probation for unsatisfactory performance or conduct. An employee placed on disciplinary probation will be given a written notice of probation, which generally provides an explanation of the reason for the action, the length of the probationary period and a plan of corrective action to be successfully completed during the period. The employee’s supervisor will meet with the employee to discuss the terms of the disciplinary probation, and the employee will be asked to sign the notice of probation as an acknowledgment that the employee has been informed of the action. A copy of the notice is retained in the employee’s personnel file.

At the conclusion of the probationary period, and from time to time during the period, as appropriate, the employee’s supervisor will meet with the employee to review his or her progress. An employee on disciplinary probation who does not show satisfactory improvement is subject to further disciplinary action at any time, up to and including termination of employment.

Taylor Community School Corporation
Handbook Acknowledgement and Compensatory Time Policy Agreement

I certify that I have received a copy of the Taylor Community School Corporation *Classified Employees' Handbook* and that it is my responsibility to become familiar with and abide by the policies and procedures contained in the handbook. I understand that the information contained in the *Classified Employees' Handbook* does not constitute a binding contract, but is a set of guidelines for the implementation of human resource policies. I understand that Taylor may modify any of the policies and procedures outlined in this handbook at any time, with or without notice, and may deviate from any provision of the *Classified Employees' Handbook* at its sole discretion.

I also understand that I am employed on an at-will basis. My employment with Taylor may be terminated at any time, either by me or Taylor, with or without cause. I understand that no representative of Taylor, other than the elected Board, has the authority to make any agreement contrary to the foregoing.

I am aware that during the course of my employment, confidential information will be made available to me. I understand that this information is critical to the integrity of Taylor and must not be disclosed without authorization. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or Taylor.

I further understand and agree to Taylor's compensatory time policy in lieu of paid overtime for non-exempt employees as stated in the *Classified Employees' Handbook*. I also understand that accepting Taylor's compensatory time policy is an express condition of employment that I knowingly and voluntarily agree to, and I understand that compensatory time may be preserved, used or cashed out consistent with Section 7(o) of the Fair Labor Standards Act.

Date: _____

Signature: _____

Print Name: _____

**Taylor Community School Corporation
Drug Free Workplace Policy Certification**

I certify that I have received a copy of Taylor's Substance Abuse/Drug Free Workplace Policy. I understand that as a condition of employment I must abide by the terms of Taylor's Substance Abuse/Drug Free Workplace Policy. I also understand that this certification does not change my employment status.

Date: _____

Signature: _____

Print Name: _____