Non-Certified Staff Days, Hours and Benefits			Leave			Benefits					
Position	Days	Hours per day	Sick Days	Personal Days	Vacation Days	Life Insurance	Paid Holidays	Health	Dental	Vision	LTD
Corporation Office											
People Operations	260	8	10	3	10	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Admin/Transportation Assistant	220	8	9	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Corporation Treasurer	260	8	10	3	10	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Maintenance Department											
Director of Operations	250	8	10	3	10	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Maintenance Staff	260	8	10	3	10	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Transportation Department											
Head of Transportation	260	8	10	3	10	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Bus Drivers	182	3	3	0	0	Eligible	None	Eligible	Eligible	Eligible	None
Custodial Department											
Head of Custodial Services	260	8	10	3	10	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Custodians	260	8	10	3	10	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Technology Department											
Head of Technology	210	8	9	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Technology Assistant	210	8	8	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Instructional Aide	180	7	8	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Food Services Department											
Head of Food Services	200	8	8	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Cooks	180	Varies	8	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Building Office Staff											
Jr./Sr. High Secretary	210	8	9	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Jr./Sr. High Treasurer	210	8	9	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Elementary Secretary	200	8	9	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Elementary Treasurer	200	8	9	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Guidance Secretary	190	8	8	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Instructional Aides	180	7	8	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
School Nurse	180	7	8	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Athletic Secretary	195	7	8	2	0	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
Temporary Staff											
Certified Inst. Substitute	As Assigned	7	0	0	0	None	None	None	None	None	None
Non-Cert. Inst. Substitute	As Assigned	7	0	0	0	None	None	None	None	None	None
Bus Driver Substitute	As Assigned	3	0	0	0	None	None	None	None	None	None
Custodial Substitute	As Assigned	8	0	0	0	None	None	None	None	None	None
Cafeteria Substitute	As Assigned	Varies	0	0	0	None	None	None	None	None	None
Maintenance Substitute	As Assigned	8	0	0	0	None	None	None	None	None	None
Seasonal Maintenance	April - October	28 hrs / Week	0	0	0	None	None	None	None	None	None

Seasonal Custodial	**June-Aug**	**28 hrs / Week**	**0**	**0**	**0**	**None**	**None**	**None**	**None**	**None**	**None**
Part Time	**As Assigned**	**28 hrs / Week**	**0**	**0**	**0**	**None**	**None**	**None**	**None**	**None**	**None**

Non Certified Staff Compensation

FULL TIME STAFF COMPENSATION

A full time staff member is defined as an employee who reports to work a minimum of 180 days a year. Full time staff members' compensation is determined by the position. The rate of pay for each non-certified position may be obtained from the Corporation Office.

TEMPORARY STAFF COMPENSATION

A temporary staff member is defined as an employee who reports to work less than 180 days a year. Temporary staff members' compensation is determined by the position. The rate of pay for each non-certified position may be obtained from the Corporation Office.

INCENTIVE PAY

All full time non-certified staff members qualify for incentive pay beginning with their fifth consecutive year of employment. The first incentive increment is $.30. Incentive increments will be increased by $.10 every five consecutive years thereafter.

Incentive increments will be added on …

The first pay in August - if the month of hire was between March and August.

The first pay in February – if the month of hire was between September and February.

CUSTODIAL SHIFT PREMIUMS

Custodians working second and third shift shall receive a shift premium.

2nd Shift - $.10 added to the base hourly rate

3rd Shift - $.15 added to the base hourly rate

OVERTIME PAY

Overtime is defined as any work performed in excess of 40 hours per week. A work week is defined as Monday morning 12:01 am through Sunday night Midnight. Overtime must be assigned or pre-approved by the department supervisor. The only non pre-approved overtime that is acceptable is snow removal by the maintenance department.

TIME CARDS

Employees work on a fixed schedule which sets the number of hours worked per day. Employees will not be paid for more hours than are listed on the schedule without the prior approval of their supervisor. Employees should punch in on the time clock before their start time and punch out after their end of day time.

Supervisors may initial an entry if an employee forgets to clock in, but this should only occur when the supervisor has direct knowledge of that employee's actual presence.

The following positions must punch in and out daily on the time clock: Maintenance staff, Custodial Staff, Food Service Department, Building Office Staff and Instructional Aides.

Non-Certified Staff Benefits

PERSONAL LEAVE

Eligible employees will receive a number of personal leave days which are determined by the position they hold for the transaction of personal business which may not be conducted outside of normal working hours. Personal days are to be pre-approved by the department supervisor. Personal days may not be used to extend vacations or preclude or extend a schedule break or holiday. Unused personal days will transfer to accumulated sick leave on December 31st of each calendar year.

SICK LEAVE

Eligible employees will receive a number of sick days which are determined by the position they hold. All sick days are based on a calendar year beginning January 1st. Unused sick leave will be accumulated from year to year.

Non-certified employees are not to use non-paid days if they currently have a sick, personal, or vacation day balance. Non-paid days are allowed under the Family Medical Leave Act (FMLA) only.

Sick leave days may be used either for personal illness or emergencies as defined below:

1. Personal illness of the employee
2. Serious illness in the immediate family, which may be interpreted as spouse, children, siblings, mother, father, in-laws, or any other member of the family unit living in the same household no matter what degree of relationship.

BEREAVEMENT LEAVE

Eligible employees receive five working days of bereavement leave if the death is in the immediate family. The immediate family shall include wife, husband, child, siblings, father, mother, father-in-law, mother in-law, grandfather, grandmother, grandchildren, brother-in-law and sister-in-law. Eligible employees shall be granted one day's absence without loss of compensation for attendance at the funeral of a colleague, personal friend, or individual that does not meet the above definition of immediate family. All requests under this provision are subject to review and approval by the Superintendent

COVID LEAVE

A vaccinated eligible employee may be eligible for an additional 3 days of absence for reasons related to COVID. To be eligible for this benefit, the employee must be willing to voluntarily show proof of vaccination and the COVID leave must be approved by the Superintendent.

VACATION DAYS

Eligible employees will receive ten (10) days paid vacation per year. After ten years of service, the employee will receive an additional five (5) days paid vacation with pay. Unused vacation days will transfer to accumulated sick leave on December 31st.

PAID HOLIDAYS

Eligible 250-260 day employees will have the following ten (10) paid holidays for each calendar year:

New Year's Day, Martin Luther King Day, President's Day, Spring Break Day *(Friday preceding Spring Break),* Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Vacation *(day after Thanksgiving),* Christmas Eve, and Christmas Day.

Eligible employees who work less than 250 days per year will have the following paid holidays for each calendar year:

Labor Day, Thanksgiving, and Christmas Day

LIFE INSURANCE

The Corporation will provide a $50,000 Group Life Insurance policy with accidental death and dismemberment benefits for all full-time employees. The employee will pay $1 per year for the insurance with the remainder paid by the corporation

HEALTH INSURANCE

Health Insurance plans with individual and family plans will be offered to eligible employees. The Corporation will pay 70% of the employee premiums.

DENTAL /VISION INSURANCE

Dental and vision plans will be offered to eligible employees. The Corporation will pay 70% of the employee premiums.

LONG TERM DISABILITY

The Corporation will provide a long term disability policy for all eligible employees while they are employed by the corporation. The employee will pay $1 per year for the insurance with the remainder paid by the corporation. Employee participation is voluntary.

PERF – Public Employees Retirement Fund

The corporation will pay the employee's portion of the Public Employees Retirement Fund (PERF) contribution up to 3%.

NON-CERTIFIED STAFF RETIREMENT BENEFITS

SEVERANCE PAY

Upon retirement, accumulated sick days and unused sick, personal and vacation days will be reimbursed at the following rates:

1. 20 or more years of service at Clinton Prairie School Corporation - $45
2. 15-19 years of service at Clinton Prairie School Corporation - $30
3. 10-14 years of service at Clinton Prairie School Corporation - $25

Upon submitting a retirement letter, employees eligible for retirement benefits shall have said benefits paid to their beneficiary should the employee be deceased prior to collecting the retirement benefit due.

HEALTH INSURANCE

Upon retirement, any full time non-certified employee in good standing and retiring from the school corporation prior to reaching age sixty-five (65) shall be eligible to continue in the corporations' group medical health insurance plan until age sixty-five (65) provided he/she meets the age and years of employment requirements and provided he/she contributes directly to the corporation in timely manner the full premium owed the insurance carrier as outlined herein. Employees who quit and/or non-renewed and/or terminated are not eligible for this extended health insurance benefit. Employees' eligibility requirements for the health plan are listed below:

Full time Clinton Prairie non-certified employees must be at least sixty (60) years of age on or before the Teachers' Organization Day of the retirement year and have a minimum of fifteen (15) years of employment with Clinton Prairie School Corporation and be enrolled in the Clinton Prairie health plan at least three (3) years prior to retirement with the Clinton Prairie School Corporation to qualify for this benefit.

The full monthly health premium must be paid directly to the Clinton Prairie School Corporation a minimum of two (2) months in advance. For example – payment for health insurance premiums for the period September 1 through September 30 must be paid on or before July 12 proceeding the September month. Failure to insure Clinton Prairie School Corporation receives the premium payment by the required scheduled dates will result in permanent cancellation of this health insurance benefit without the right to reinstate.

Application by the employee for this benefit must be made at least three (3) months prior to receiving the final payroll check as a Clinton Prairie employee.

Any full time Clinton Prairie non-certified employee granted this health insurance benefit resuming employment in another school corporation or other business which provides health insurance for that employee will cause the permanent cancellation of the health insurance benefit without the right to reinstate.

LIFE INSURANCE

Employee participation is voluntary. For employees hired on or before September 1, 2013, Clinton Prairie will provide retirees a paid up Life Insurance program.

Personnel Procedures

EMPLOYMENT PROCEDURES

The Superintendent and building principals are authorized by the Board of Education to fill vacancies in the non-teaching areas with the best qualified candidates available.

Employee Classification

All non-certified employees are classified as At-Will employees. This means that the employment is not for a specific duration and that the employee may be discharged from employment at any time, with or without cause, and without right of hearing by or appeal to the Board of Education or any other entity. The employee may also terminate his/her employment at any time, upon two weeks' advance notice to his/her supervisor.

WORK SCHEDULE

The Superintendent, Building Principal or Department Supervisor may make changes to the work schedule to facilitate instruction or other school related business.

Probationary Policy

An employee's first ninety (90) days of employment are on a trial basis and are considered a continuation of the employment selection process. The ninety (90) day probationary period provides the Company an opportunity to observe and evaluate the capacity of the employee, which includes the employee's ability to satisfactorily perform the essential functions of his or her job; and to observe and evaluate the employee's work habits and conduct, including attendance and the employee's relationship with coworkers and superiors.

During this probationary period, the Company may terminate employment immediately, with or without cause and with or without notice. Likewise, the employee may also terminate his or her employment with the Company at any time, with or without notice and with or without cause. This 90 day probationary period is not a term of employment and is not intended, nor does it, impact the at will nature of the relationship between the Company and the employee. The probationary employee will not have the benefit of sick leave, personal leave, vacation days or paid holidays.

Job Description

Job descriptions for each position shall be maintained by the responsible supervisor. Copies of the job description may be obtained from the supervisor or the corporation office.

Responsibilities and Duties of Support Staff

Support staff are critical in accomplishing the Vision and Mission of Clinton Prairie School Corporation.

They must represent themselves, the schools, and the community in an appropriate and professional Manner and perform all tasks required of the position

Evaluations

Annual evaluation of non-certified staff members will be conducted in the spring by the Immediate supervisor and reported to the Superintendent and School Board in June.

Disciplinary Procedures

In the event of an infraction of corporation rules by a support staff member, it shall be the policy of the School Board to apply the statutes of the State, these policies, and the guidelines of the corporation with equal consideration to each support staff member.

The Board reserves the right, within law, to impose penalties for disciplinary reasons. However, where a support staff member fails or refuses to perform contracted work without acceptable reason, the Superintendent may deduct, without further authorization, wages reasonably related to the time not worked.

The Superintendent shall prepare disciplinary rules for situations most often encountered which provides for the following progressive penalties.

a. The first time an administrator determines that excessive tardies are occurring, the employee will be issued a verbal and written warning to correct the situation;
b. The second determined offense will result in a pay deduction;
c. The third incidence of tardy will result in a disciplinary layoff without pay; and
d. Following the disciplinary layoff, any further incidence of excessive tardiness will result in termination.

Complaints

All employee complaints should be directed to the immediate supervisor. If the complaint involves the immediate supervisor, the complaint should be directed to that person's supervisor. *See appendix A for the formal complaint form.*

Volunteered Services for School Functions

Corporation paid employees, during their shift, may voluntarily provide services for school functions beyond their normal work description given the following conditions:

1. The employee will remain responsible for basic work or adjustments made by their supervisor.
2. Approval must be given in advance by the employee's supervisor.
3. Activities are related to school functions.

Attendance

Non-certified employees who, for any cause, are unable to report for duty at the regular time shall notify their immediate supervisor as soon as possible. Non-certified employees who fail to give such notice for two consecutive days may automatically lose their right to continued employment.

Employees must expend all sick and personal days before having a day off without pay.

Confidentiality

Information about our students, parents, and staff is strictly confidential and is not to be discussed in Public. Discussing or revealing confidential information with individuals outside of the School Corporation or with individuals within the School Corporation who are not authorized to have such Information will not be tolerated and will be grounds for disciplinary action, up to and including Termination. We must respect the privacy of our students, parents, and staff

Termination

Employment with Clinton Prairie School Corporation is on an "at will" basis, and may be terminated By Clinton Prairie School Corporation at any time

Resignation

Whenever possible, a written resignation shall be submitted at least two (2) weeks prior to leaving Employment

Inclement Weather

On days when school is delayed or dismissed early, all hourly employees will be paid for the hours They work. When School is delayed, dismissed early, or closed due to inclement weather, some Support staff may be required to report to work by the Superintendent or building principal, and if so Will be paid accordingly

Conflict of Interest

The following guidelines are intended to assure that conflicts of interest do not occur. These are not intended to be all inclusive, nor to substitute for good judgment.

1. No employee shall engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his/her corporation responsibilities.

2. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the school corporation. Included, by way of illustration rather than limitation are the following:
    a. The provision of any private lessons or services for a fee
    b. The use, sale or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through his/her access to school corporation records
    c. The referral of any student or client for lessons or services to any private business or professional practitioner; if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
    d. The requirement of student or clients to purchase any private goods or services provided by an employee or any business or professional practitioner with whom any employees has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

3. Employees shall not make use of materials, equipment, or facilities of the school corporation in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients or the checking out of items from the instructional materials center for private practice.
   Should exceptions to this policy be necessary in order to provide mandatory services to students or clients of the school corporation, said exceptions will be made known to the employee's supervisor and will be disclosed to the superintendent before entering into any private relationship.

Workman's Compensation Claims

Workman's compensation claims must be filed as soon as possible and no later than seven days from the time of the known injury or accident. Failure to comply may result in a $50 penalty being assessed.

Jury Duty

When requested, non-certified personnel may serve on jury duty. The corporation shall pay the employee his/her full salary provided that such employee agrees to return to the corporation all pay received for serving on jury duty.

Vacancies

Non-certified employees shall be notified of all non-certified vacancies through the corporation web site.

LEAVES OF ABSENCE

Family or Medical Leave

Employees have the right under the Family Medical Leave Act (FMLA) for up to 12 weeks of unpaid leave in a 12 month period for the following reasons:

1. The birth of a child, or the placement of a child for adoption or foster care.
2. A serious health condition that you need care for.
3. A serious health condition affecting your spouse, child, or parent for which you provide care.

Health benefits must be maintained by the employee during any period of unpaid leave under the same conditions as if you continued to work and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave.

If you do not return to work following FMLA leave for reason other than:

1. The continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave
2. Other circumstances beyond your control, you may be required to reimburse the corporation for their share of health insurance premiums paid on your behalf during your FMLA leave.

All sick, personal and vacation days must be exhausted before FMLA benefits occur.

SICK LEAVE BANK

Sick Leave Bank Committee

A committee comprised of the Superintendent, a building level administrator, food service director, custodial supervisor, and an instructional non-certified staff member (chosen by the rest of the committee).

Enrollment and Eligibility

1. Voluntary enrollment will begin with the first day of school and end September 30th of that school year. Employees hired after September 30th will be given the opportunity to join the sick leave bank upon their hire.
2. All non-certified staff members are eligible for the sick bank with the exception of bus drivers.

Donation of Days

1. New members will be required to donate one day during their first year of voluntary membership. All days, once donated to the bank, become the property of the bank.
2. A donation each year is not required by participating members unless the number of days in the sick leave bank falls below 10 days.
3. If the number of days in the bank falls below 10 days prior to May 31st in any school year, all participants shall be required to donate one additional day of his/her accumulated sick leave to the bank. Employees, who do not have any accumulated days left, must donate a day when they receive their new sick leave days.
4. The sick leave bank shall have a maximum of 200 days available for support staff use. Once the maximum number is attained, further contributions will not be solicited until necessary. No individual may apply for and/or use more than 30% of the days available in the bank during any one calendar year.

Requests of Days

1. All requests to receive grants from the sick leave bank must be submitted in writing to the Sick Leave Bank Committee. The committee may waive written requests if extenuating circumstances exist.
2. A person shall not be able to withdraw days from the bank until his/her own accumulated sick leave is depleted and a waiting period of five days without pay is completed. The committee shall have the option of making any portion of the five day waiting period retroactive.
3. The committee shall review and recommend to the corporation treasurer or secretary approval/denial of all requests to draw on the bank within five working days after the request was received. The committee shall notify the applicant of the decision in writing within five days of the application.
4. The applicant may be required to furnish a medical report from a licensed physician (at the applicant's expense) at any time before or during the time of the use of the bank.
5. The committee reserves the right, if necessary, to limit the number of days granted. The maximum days from the bank per member during the calendar year cannot exceed sixty (60) days. If these amounts are reached at any time during the calendar year, the committee will meet and resolve the problem.
6. All decisions by the sick leave bank committee are final.

Repayment of Days

1. If a participant remains an employee of the Clinton Prairie School Corporation and decides to withdraw from the bank, any days donated remain the property of the bankA recipient of days from the bank who leaves the employment of the Clinton Prairie School corporation shall be required to repay all days in the following way:
    a. The recipient will transfer any accumulated sick days to the bank as repayment equal to the number of sick bank days they have used.

Annual Report

1. An annual report of the bank will be published by the chairperson of the committee on or before December 31st of each calendar year the bank is in operation. The report shall be approved by the Superintendent of Clinton Prairie School Corporation before publication.
2. The annual report will include the following:
    a. The number of days contributed to the bank.
    b. The number of days remaining in the bank.
    c. The number of requests and the number of approvals.

Additional Guidelines

1. Sick Leave Bank benefits shall not be approved for the purpose of child-rearing, adoption, or for the care of newborn infants.
2. Sick Leave Bank benefits shall not be approved for periods of time for which an employee would not otherwise be under employment.
3. The administration of the Sick Leave Bank shall be under strict standards of non-discrimination regardless of age, race, color, creed, sex, or status with regard to the Association.

Policies

POLICY ON EMPLOYEE DRUG AND ALCOHOL OFFENSES

It is a violation of the Clinton Prairie Drug and Alcohol Policy for any employee to distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage, fortified wine or other intoxicating liquor or to unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. Section 812)and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15 before, during or after school hours at school or in any other school district location as defined below:

> "School district location" means in any school building and on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school sponsored or school-approved activity, event or function where student are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

You are further notified that if you are engaged either directly or indirectly in work on a federal grant, it is a condition of your continued employment on any such federal grant that you shall abide by the terms of the school district policy on alcohol and drugs and will notify your supervisor in writing of your conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five calendar days after such conviction.

Any employee who is arrested and convicted for selling, buying, manufacturing, distributing or dispensing any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation at 21 C.F.R 1300.11 through 1200.15 shall be non-renewed or his/her employment shall be suspended or terminated at the discretion of the School Board, in accordance with due process.

No employee shall possess, use or be under the influence of any alcoholic beverage, malt beverage or fortified wine or intoxicating liquor; or possess, use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other controlled substances as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C.

Section 812) and as further defined by regulation at 21 C.F.R 1300.11 through 1200.15 before, during or after school hours at school or in any other school district location as defined in the policy on Employee Drug and Alcohol offenses. Any employee violating the terms of the policy as outlined in this paragraph shall satisfactorily participate in a drug abuse assistance or rehabilitation program as approved by the Board of School Trustees. If such employee fails to satisfactorily participate in such a program, the employee shall be non-renewal or his or her employment shall be suspended or terminated, at the discretion of the board, in accordance with due process.

SMOKING AND OTHER TOBACCO USE

The Board is dedicated to providing a healthy, comfortable and productive environment for students, staff, patrons, citizens and guests. The Board remains committed to the notion of reducing involuntary exposure to tobacco smoke. The Board also believes that education has a central role in establishing patterns of behavior related to good health.

The use of all tobacco products by students, employees, patrons and visitors on the school grounds or inside school-owned or leased vehicles are prohibited at all times.

For the purposes of this policy, “tobacco product” is defined to include cigarettes, cigars, blunts, bidis, pipes, chewing tobacco, snuff and any other items containing or reasonably resembling tobacco or tobacco products. “Tobacco use” includes smoking, chewing, dipping or any other use of tobacco products.

Any violation of this policy by an employee will be referred to the employee’s supervisor. A first violation shall result in a verbal and documented warning. A second such violation will result in a one (1) day suspension without pay. A third violation will result in a three (3) day suspension from work without pay. Any further violations may result in termination of employment.

SEXUAL HARASSMENT

I. I. Policy

It is the policy of the Clinton Prairie School Corporation to maintain a learning and work environment that is free from sexual harassment.

It shall be a violation of this policy for any employee of the Clinton Prairie School Corporation to harass another employee or student through conduct or communications of a sexual nature as defined in Section II. The use of the term “employee” also includes non-employees and volunteers who work, subject to the control of school authorities.

It shall also be a violation of this policy for students to harass other students through conduct or communication of a sexual nature. Student to student, or student to employee sexual harassment complaints are to be referred to the appropriate building official and dealt with in a manner consistent with the student disciplinary code.

II. Definitions

Types of Sexual Harassment

A. Sexual harassment shall consist of unwelcome sexual advances, request for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when made by any employee to a student, or when made by any employee to another employee when:

a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or education;

b. Submission to or rejection of such conduct by an individual is used as a basis for academic or employment decisions affecting that individual;
c. Such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile, or offensive employment or educational environment;
d. Denial of an employment or educational opportunity occurs directly because an employee or a student submits to unwelcome requests for sexual favors made by a supervisor or teacher which results favorably for that particular employee or student;
e. Such conduct is engaged in by volunteers and or non-employees over which the school corporation has some degree of control of their behavior while on school property.

Unwelcome Conduct of a Sexual Nature

A. Conduct of a sexual nature may include verbal or physical sexual advances and/or comments regarding physical or personality characteristics of a sexual nature.
B. Verbal or physical conduct of a sexual nature constitutes sexual harassment when the allegedly harassed employee has indicated, by his or her conduct or verbal objection, that it is unwelcome.
C. An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome in order for any such subsequent conduct to be deemed unwelcome.

Examples of Sexual Harassment

A. Sexual harassment, as set forth in Section II A may include but is not limited to the following:
    1. Verbal harassment or abuse,
    2. Repeated remarks to a person with sexual or demeaning implications,
    3. Unwelcome touching,
    4. Pressure of sexual activity,
    5. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, promotion, and/or salary increase.

Specific Prohibitions

A. Administrators and Supervisors
    1. It is sexual harassment for an administrator or supervisor to use his or her authority to solicit sexual favors or attention from subordinates when the subordinate's failure to submit will result in adverse treatment or when the subordinate's acquiescence will result in preferential treatment.
    2. Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees shall be subject to disciplinary actions, as described. (III. Complaint Procedures)

B. Non-Administrators and Non-Supervisory Employees
    1. It is sexual harassment for a non-administrative and non-supervisory employee to subject another such employee to any unwelcome conduct of a sexual nature. Employees who engage in such conduct shall be subject to disciplinary actions as described (III. Complaint Procedures)

III. Complaint Procedures

A. Any person who alleges sexual harassment by any employee in the school corporation may use the complaint procedure explained below in Section III. C or may complain directly to his or her immediate supervisor, building principal, or the Title IX Complaint Designee of the school corporation. Filing of a complaint or otherwise reporting sexual harassment will not reflect upon the individual's status, nor will it affect future employment, grades, or work assignments.

B. The right of confidentiality, both of the complainant and the accused, will be respected consistent with the school corporation's legal obligations and the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

C. Reporting Sexual Harassment

All reports of sexual harassment shall be handled in the following manner:

1. Reports must be in writing on forms supplied by the corporation (if a verbal complaint is made, the school official should file a written report). Forms will be available in each building office as well as the central office.
2. Reports must name the person(s) charged with sexual harassment and state the facts.
3. Reports must be presented to the building principal where the alleged conduct took place. In the event that a building principal is involved in the complaint, the report is to be presented to the Superintendent or his/her designee. The building principal shall inform the Superintendent, or designee, of all filed reports.
4. The building principal who receives a report shall thoroughly investigate the alleged sexual harassment.
5. The report and the results of the investigation will be presented to the Superintendent. The Superintendent shall review the report and, if warranted, make a recommendation to the Board of School Trustees of any actions deemed appropriate.
6. The Board of Trustees may consider the report and the Superintendent's recommendation in executive session. The Board may take any action it deems appropriate. The alleged victim's name will not be released to the public unless required by law.

IV. Sanctions for Misconduct

A. A substantiated charge against an employee in the school corporation shall subject such employee to disciplinary action including but not limited to reassignment, suspension, or discharge.

B. A substantiated charge against a student in the school corporation shall subject that student to disciplinary action including suspension and/or expulsion consistent with the student conduct code.

V. False Reporting

A. Any person who knowingly files false charges against an employee or a student in an attempt to demean, harass, abuse, or embarrass that individual shall be subject to disciplinary action consistent with school policy and the student conduct code.

VI. Notification of this Policy

Notice of the policy will be circulated to all schools and departments of the Clinton Prairie School Corporation and incorporated in each employee and student handbook.