

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING
Elkhart Community Schools / Elkhart, Indiana
November 25, 2014

CALENDAR

November	25	5:30 p.m.	Public Work Session, Elkhart Area Career Center
November	25	Immediately following	Executive Session, EACC
November	25	7:00 p.m.	Regular Board Meeting, EACC
December	9	7:00 a.m.	Regular Board Meeting, J.C. Rice Educational Services Center
December	16	7:00 a.m.	Regular Board Meeting, J.C. Rice Educational Services Center

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- A. CALL TO ORDER/PLEDGE
 - B. INVITATION TO SPEAK PROTOCOL
 - C. SUPERINTENDENT'S STUDENT ADVISORY COUNCIL REPRESENTATIVES
 - D. GIFT ACCEPTANCE – The administration recommends the Board accept with appreciation recent donations made to the Elkhart Community Schools.
 - E. STUDENT RECOGNITION – Memorial Girls Cross Country
 Memorial Volleyball
 Central Boys Soccer
 - F. SPECIAL PRESENTATION – JR ROTC
 - G. BUILDING REPORT – Elkhart Area Career Center
 - H. ENERGY REPORT – Ted Foland
 - I. MINUTES –
 November 11, 2014 – Public Work Session
 November 11, 2014 - Regular Board Meeting
 November 18, 2014 – Public Work Session

J. TREASURER'S REPORT

Consideration of Claims

Financial Report – January 1, 2014 – October 31, 2014.

Fund Loans – The Business Office reports on fund loans made on October 31, 2014.

Extra-Curricular Purchase – The Business Office seeks Board approval of extra-curricular purchases requested from the Elkhart Area Career Center.

Resolution for Additional Appropriations – The Business Office recommends Board adoption of a proposed resolution to transfer appropriations in 2014 tax reported funds.

Resolution – The Business Office recommends Board adoption of a proposed resolution to authorize participation in the SEC’s Municipalities Continuing Disclosure Initiative.

Fundraisers – The Business office recommends Board approval of proposed school fundraisers in accordance with Board Policy.

K. OLD BUSINESS

Board Policy GCBA – The administration presents proposed revisions to Board Policy GCBA, Administrative Salary Schedule, as initially presented at the Board’s November 11th meeting.

L. NEW BUSINESS

Board Policy GCBA – The administration presents proposed revisions to Board Policy GCBA, Professional Staff Merit System (Administrators), for initial consideration.

Administrative Regulation GCBA – The administration presents proposed revisions to Administrative Regulation GCBA, Administrator Qualification Guidelines for Performance Awards, for Board Review.

Administrative Regulation GCBA – The administration presents proposed revisions to Administrative Regulation GCBA, Performance Award Nomination Form, for Board review.

Board Policies - The administration presents proposed revisions to the following Board Policies and asks to waive 2nd reading:

- Board Policy GDBA-1 –GCBA Food Service Employees’ Compensation Plan
- Board Policy GDBA-2 –GCBA Mechanics’ Compensation Plan
- Board Policy GDBA-3 –GCBA Bus Drivers’ Compensation Plan
- Board Policy GDBA-3a –GCBA Bus Helpers’ Compensation Plan
- Board Policy GDBA-4 –GCBA Support Staff Salary Schedule (Maintenance Personnel)
- Board Policy GDBA-5 –GCBA Secretarial/Business Compensation Plan
- Board Policy GDBA-5a –GCBA Executive Assistant Compensation Plan
- Board Policy GDBA-6 –GCBA Paraprofessional Compensation Plan
- Board Policy GDBA-7 –GCBA Technical Assistants’ Compensation Plan
- Board Policy GDBA-8 –GCBA Registered Nurses’ Compensation Plan
- Board Policy GDBA-9 –GCBA Social Workers’ Compensation Plan
- Board Policy GDBA-10 –GCBA Miscellaneous Positions Compensation Plan

Board Policy GDBA-11 –GCBA Therapists’ Compensation Plan
Board Policy GDBA-12 –GCBA Employees’ in Technology Services Positions
Compensation Plan

2015-2016 School Calendar – The administration presents the 2015-2016 School Calendar for initial consideration.

2014-2015 Board Meeting Schedule – The administration presents changes to the 2014-2015 Board of School Trustees meeting schedule as approved at the Board’s September 9th meeting.

Grant Confirmation – The administration seeks Board confirmation for submission of a grant for the Read Well Intervention through the Indiana Department of Education Early Learning Intervention Literacy Grant.

Grant Application – The administration recommends Board approval for submission of a PACERS Foundation Grant - Bullying Prevention.

Grant Application – The administration recommends Board approval for submission of a Sow It Forward Grant for Food Gardens from International Kitchen Gardeners.

M. PERSONNEL

Conference Leaves - It is recommended the Board grant conference leave requests in accordance with Board Policy to staff members as recommended by the administration.

Certified and Classified Staff - See the report and recommendations of the administration.

N. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

O. ADJOURNMENT



inspiring. excellence.

BEARDSLEY ELEMENTARY SCHOOL
Elkhart Community Schools
1027 McPherson Street, Elkhart, IN 46514-3571
(574) 262-5575 / 5576 fax
www.elkhart.k12.in.us

DATE: November 10, 2014
TO: Dr. Rob Haworth
Board of School Trustees
FROM: Beardsley Elementary
RE: Donation Approval

Beardsley accepted with appreciation a \$200.00 donation from First Presbyterian Church. The money will be used to help the nurse provide health needs and promote wellness for the students that need assistance.

I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

First Presbyterian Church
200 E Beardsley Ave
Elkhart, IN 46514

Thank you,

Valerie Priller
Principal
Beardsley Elementary



inspiring. excellence.

BEARDSLEY ELEMENTARY SCHOOL
Elkhart Community Schools
1027 McPherson Street, Elkhart, IN 46514-3571
(574) 262-5575 / 5576 fax
www.elkhart.k12.in.us

DATE: November 10, 2014
TO: Dr. Rob Haworth
Board of School Trustees
FROM: Beardsley Elementary
RE: Donation Approval

Beardsley accepted with appreciation a \$1000.00 donation from WNDU and Martin's Super Markets. Beardsley was awarded the WNDU and Martin's Super Markets "One School at a Time" grant. The money will be used to help buy school supplies, winter gear, and other items for the Beardsley Store. Students save their Beardsley Bucks they've earned for positive behavior and spend it at the store.

I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

Martin's Super Markets
Corporate Headquarters
PO Box 2709
South Bend, IN 46680

WNDU
54516 State Road 933
South Bend, IN 46637

Thank you,

Valerie Priller
Principal
Beardsley Elementary



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PIERRE MORAN MIDDLE SCHOOL
Elkhart Community Schools
200 West Lusher Avenue, Elkhart, IN 46517-2009
(574) 295-4805 / 4807 fax
www.elkhart.k12.in.us

DATE: November 10, 2014
TO: Dr. Rob Haworth
Board of School Trustees
FROM: Levon Johnson/Kyle Miller
RE: Donation Approval

Oliver Musica USA, Inc. would like to donate 23 EZ-4A Violin Should Rests and 5 EZ-2A Violin Should Rests to the Pierre Moran Middle School Music Department. The value of these rests is \$363.72.

We are requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

Oliver Musica USA, Inc.
12941 Wheeler Place
Sana Ana, California 92705

Thank you.



Elkhart Area Career Center

a Division of Elkhart Community Schools

Memorandum

TO: Dr. Robert Haworth
Board of School Trustees

FROM: Dr. David Benak

DATE: November 20, 2014

RE: Donation Approval – EACC

Patrick McCarthy, BayBridge manufacturing manager, has donated nine old computers with an approximate market value of \$450.00 to the computer networking program at the Elkhart Area Career Center.

Beth Hall, computer networking instructor, reports that these items will be useful to the program and will be used by students for training purposes.

I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

Patrick McCarthy, Business Development Manager
BayBridge Manufacturing, LLC
1301 Commerce Dr
Bristol IN 46507

ls



Elkhart Area Career Center
a Division of Elkhart Community Schools

Memorandum

TO: Dr. Robert Haworth
Board of School Trustees

FROM: Dr. David Benak

DATE: November 20, 2014

RE: Donation Approval - EACC

The University of Northwestern Ohio is donating several diesel engines and equipment (see attached listing) with an approximate market value of \$50,000.00 to be used in the Career Center's new diesel service technology program to begin in the fall of 2015.

Ryan Gortney, motorcycle/outdoor power technology instructor, reports that these items will be extremely beneficial in jumpstarting the new program and will be used by students for training purposes.

I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

Bob Marshal, Associate Dean
University of Northwestern Ohio
1441 N Cable Rd
Lima OH 45805

Is

Donated engines and equipment to Elkhart Area Career Center
Ryan Gortney Instructor

Quantity	Item Description	Value	Total Value
1	Catapilar C12 engine	\$4,000	\$4,000
1	Cummins ISX 15 liter engine	\$4,000	\$4,000
1	Volvo D12 liter engine	\$5,000	\$5,000
1	Detroit 60 Series 12 liter engine	\$4,000	\$4,000
1	Mercades-Benz with EPA 2007 emmision	\$15,000	\$15,000
1	Mack E-7 engine	\$4,000	\$4,000
6	Alison truck transmisions	\$2,000	\$12,000
1	Auxiliary Power Unit	\$2,000	\$2,000
			\$50,000

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

11/25/2014
(Date)

TO: Board of School Trustees
FROM: Dr. Robert Haworth, Superintendent of Schools
SUBJECT: Profile of Elkhart Area Career Center
(Name of School)

Number of Staff: 3 Administrators 41 Certified Staff 25 Classified Staff

Enrollment: 881 Total 67.5 %White 5.3 %Black 20.5 %Hispanic 1.5 %Asian .6 %Amer. Indian 4.5 %Multi Racial 0 %Pac. Island /Hawaiian 09/12/2014 As of Date

Previous Year Stability Rate: n/a
Stability percentage is calculated by dividing the number of students who attended one school all year by the number of students who attended at any point.

Parent Involvement: n/a
% of Families Represented PPAC or Booster Club

Special Education:

% on Free Lunches: n/a % with Reduced Lunches: n/a

Breakfast Program: n/a
Average Daily Participation

- Special Programs
 - Special curriculum features
 - Awards/honors
- Mathematics Instructor/Problem Solving Specialist/Coach
Language Arts Instructor/Literacy Specialist/Coach
21st Century Skills Specialist/Business Liaison
Education-to-Careers/ENL/Special Needs/SkillsUSA Coordinator
Guidance Counselors
General Education Intervention (GEI) Team

Attachments: School Improvement Plan Information and Graduation Rate History

<u>Public Schools</u>	
Bremen	28
Central	103
Concord	94
Edwardsburg	42
Goshen	89
Jimtown	40
Life	16
Memorial	175
Mishawaka	59
Northridge	79
Northwood	38
Penn	102
Westview	1
<u>Private Schools</u>	
Bethany-1715	1
Clinton Christian-1733	1
Elkhart Christian	8
Granger Christian-7353	1
Harris Christian-1737	1
Marian-Penn	1
Morning Star-1737	1
Tuition - Michigan	1
Grand Total	881

ELKHART AREA CAREER CENTER

2424 California Road, Elkhart, 46514

Phone: 262-5650

Fax: 262-5801

Executive Director of Career and Alumni Success

William Kovach

Director of Career & Technical Education

Dave Benak

Lisa Swann, Secretary

Principal, Elkhart Area Career Center

Matt Werbiansky

Karen Rogacki, Secretary

Trisha Malone

Counselors

Kathy Byrd

Gail Leister

Mary Jo Raab, Guidance Secretary

Audio/Video Production

Warren Seegers

Teacher

Automation and Engineering Technology

David Kriegel

Teacher

Business Skills Specialist

Jackie O'Hara

Teacher

Computer-Aided Drafting (CAD)

Jeffrey Lindke

Teacher

Computer Networking

Mary Beth Hall-Sommers

Teacher

Melissa Hertsel

Technical Assistant

Commercial Photography

Justin Wiard

Teacher

Computer Lab

Tracy Kirts

Technical Assistant

Cosmetology I

Tracy Plank-Teegarden

Teacher

Amy Stutzman

Teacher

Denise Jackson

Paraprofessional

Cosmetology II

Nakara Murray

Teacher

Pachia Rumble

Teacher

Culinary Arts

Margarita McClain

Teacher

Peter Pica

Teacher

Suanne Brazzell

Paraprofessional

Dental Health Careers

Judith Bridges

Teacher

Anne Feirick

Paraprofessional

Early Childhood Education

Carla Henderson

Teacher

Deborah Krallman

Technical Assistant

Nancy Rodman

Paraprofessional

Education-To-Careers	
Brenda Emerson	Teacher
ESL	
Vera LeCount	Teacher
Graphic Design	
Amber Kosar	Teacher
Health Occupations/Patient Care	
Carrie Clark	CAN Preparation Teacher
Laurie Hund-Schieber	Medical Assisting Teacher
Kathleen Overholt	Intro to Health Careers Teacher
Sharvon Robinson	Intro to Health Careers Teacher
Trina Jackson	Paraprofessional
Horticulture/Floral Design	
Pam McIntire	Teacher
Literacy Specialist	
Traci Pankratz	Teacher
Machine Tool Technology	
Michael Youngs	Teacher
Problem Solving Specialist	
Joe Komins	Teacher
Public Safety	
Jon Chevalier	Law Enforcement Teacher
Raymond Collins	Firefighting Teacher
Nicole Dyer	CSI Teacher
Michele Zachary	EMS Teacher
Molly Shields	Paraprofessional
Special Populations Coordinator	
Brandon Eakins	
Welding	
John Kraus	Teacher
Dawn (Michelle) Hostetler	Paraprofessional
Pre-School Assisting Children's Education (P.A.C.E)	
Phone: 262-5833	
Jenny Sager	Coordinator/Speech Pathologist
Kathy Mentz	Dean of Students
Mary Baker	PACE & TAPP Secretary
Alisa Bennett	Special Education Teacher
Jeanne Davidson	Special Education Teacher
Charlene Flowers	Special Education Teacher
Elaine Jarvis	Special Education Teacher
Michelle Draper	Special Education Paraprofessional
Terri Morris	Special Education Paraprofessional
Laura Tucker	Special Education Paraprofessional
Becky Baert	Speech Pathologist
Emily Grant	Speech Pathology Technician
Meg Brewer	Speech Pathologist
Kate Greene	Speech Pathologist
Jana Wilde	Speech Pathologist
Rhonda Landgraf	Social Worker
Ivis Perez	ESL Technical Assistant

Teenage Parent Program (T.A.P.P.)

Phone: 262-5833

Tammy Obendorf
Alainea Carter
Theresa DeFord
Lorna Suggs
Janet Newton
Sherree' Wilkey

Coordinator/Teacher
Paraprofessional
Toddler Paraprofessional
Paraprofessional
Technical Assistant
Toddler Paraprofessional

WVPE

Phone: 262-5660

Anthony Hunt
Tamara Ashley
Lee Burdorf
Julie Caffery
Anthony Krabill
Tom Labuziowski
Michael Linville
Kimberly Macon
Kris Sieracki
Elaine Wolkins

Station Manager
Sr. Account Executive
Program Director
Development Assistant
ATC Host
Business Account Manager
Morning Edition Host
Development Director
Development Assistant
Membership Manager

Custodians and Maintenance

Donna Schmucker
Lisa Burton
Marsha Fletcher
Greg Gary
Thomas Staub
Marilyn Vela

Head Custodian
Night Supervisor

ELKHART AREA CAREER CENTER ANNEX

28330 CR 10 W, Elkhart, 46514

574-262-5658

574-262-5826 - Fax

Automotive Service Technology A

Zeno Ladas

Teacher

Automotive Service Technology B

Jamie Stith

Teacher

Automotive Service Technology A

Martin Hostetler

Teacher

Dan Pulianas

Paraprofessional

Automotive Refinishing/Collision Repair Technology I & II

Robert Bailey

Teacher

Michael Maloney

Teacher

Mark Wood

Paraprofessional

Construction Trades

Dennis Teegarden

Construction I Teacher

Mark Huckleberry

Construction II Teacher

Kenneth Kronewitter

Paraprofessional

Motorcycle Technology

Ryan Gortney

Teacher

Roxanne Wade

Paraprofessional

**Elkhart Area Career Center
Strategic Action Plan: 2013-16**

EACC Priority #1: Providing Focused Guidance and Advisory Services

Technical Assistance Visit Recommendation: Develop and implement a comprehensive guidance and advisement system that includes the sending schools' guidance staff.

Focus Team Assigned the Priority: Outreach Focus Teams (Middle School and Sending Schools, Community Outreach and Business Outreach)

Action Steps: Completed: In Process: Extending the Action Steps:

1. Work with Middle School and Sending School Counselors to set up visits for their students. (Focus groups are working on this currently and is on-going)
2. Work with Sending Schools to promote "Career Day at the EACC." A simple interest inventory will be created and sent to the sending schools 1-2 weeks prior to attending. Results will be analyzed by the Focus Committee to create program rotations. On-going communication/collaboration with sending school counselors will be a priority. The target population will be sophomores. (Sending school focus team did this with Memorial and are now working on Penn and Central. The process is on-going.)
3. Work on advertising and publicity for promoting the EACC. (Marketing committee has a plan in place and posters, etc are being distributed. Also the circular in Goshen News was developed and disseminated. We had a booth at the Elkhart Co. 4-H Fair)
4. Plan for a College Day for the students inviting Post-Secondary Institutions to participate. (On-going every year. Brenda Emerson coordinates)
5. Plan for a Career Day for the EACC students inviting Industry Partners to participate. (Jackie O'Hara set this up in the Spring of 2014. This will continue to be an on-going activity for the students as well as the Employability Skills Panels and the Mock Interview day.)
6. Adding New Focus Teams to those listed above: Middle School, Marketing, Sending Schools, Business/Industry, School Goal and Elementary/Summer School
7. See if we can get the sending schools on a streamlined drop-off/pick-up plan

Action Steps: In Process:

1. Develop lesson plans for instructors. (Marty Sugerik Lesson Plan forms)
2. Develop a plan for sending school personnel to visit the center.(Counselors come but need to add teachers)

Action Steps: Extending the Action Steps:

Extending the Action Steps: 2014-16

1. Develop a Freshman/Sophomore Workshop

Timelines:

October 10, 2014-May, 2016

MINUTES OF THE
PUBLIC WORK SESSION
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

November 11, 2014

J. C. Rice Educational Services Center, 2720 California Rd, Elkhart – 5:30 p.m.

Time/Place

Board Members Present:	Dorisanne H. Nielsen Carolyn R. Morris Douglas K. Weaver	Karen S. Carter Susan C. Daiber Jeri E. Stahr
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Roll Call

Absent: Glenn L. Duncan

ECS Staff:	Rob Haworth Robert Woods John Hill	Doug Thorne Doug Hasler
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The Board discussed: agenda items; schedule changes; grant procedures; audited financial information; school safety construction bids, construction update, School Without Walls, STEAM Academy; ECS spirit wear; Boys and Girls Club; Greater Clark visit; Bower Farm visit; and Indiana Urban School Coalition.

Topics Discussed

The meeting adjourned at approximately 6:28 p.m.

Adjournment

APPROVED:

Signatures

Dorisanne H. Nielsen, President

Karen S. Carter, Member

Carolyn R. Morris, Vice President

Susan C. Daiber Member

-absent
Glenn L. Duncan, Secretary

Jeri E. Stahr, Member

Douglas K. Weaver, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana
November 11, 2014

J. C. Rice Educational Services Center, 2720 California Rd., Elkhart – 7:00 p.m.

Place/Time

Board Members Present: Dorisanne H. Nielsen Karen S. Carter
Carolyn R. Morris Susan C. Daiber
Jeri E. Stahr
Douglas K. Weaver

Roll Call

Absent: Glenn L. Duncan

The Board heard from Central High School’s (CHS) Band Director Dan Burton express his pride in the 151 Marching Band members who overcame the adversity of losing their head director during the first two weeks of Band Camp. After sharing stories how the group pulled together, he showed a slide show and a video showing parts of their “Welcome to the Machine” show. Memorial High School’s (MHS) Band Director Kurt Weimer talked about their second Invitational’s success and how he appreciated the help he gets from all the parents and staff at Memorial. He congratulated his band for achieving Semi-State recognition. This year’s show “Colores” included vocalists who showed how MHS seeks to integrate the whole music department to make a show which is entertaining as well as competitive. A video showing portions of their semi-state performance followed.

Entertainment

President Dorisanne Nielsen called the regular meeting of the Board of School Trustees to order. The pledge of allegiance was recited.

Call to Order/Pledge

Mrs. Nielsen discussed the invitation to speak protocol.

Protocol

The Board welcomed Superintendent’s Student Advisory Council (SSAC) representative Alex Ganshorn a senior at CHS. He shared his activities which include: Symphony Orchestra, National Honor Society, Interact Club, and Culinary Club. He was grateful to share the highlights at CHS. The Sectional Champion Football team will represent Elkhart when they play LaPorte Friday, November 14 in Regional’s. Central graduate Mackenzie Klahr was chosen Miss Elkhart County 2015, with Chloe Anagnos 1st runner up. Central student Adrianna Netto was chosen 1st runner up for Miss Elkhart County Outstanding Teen. “Alice in Wonderland”, will be performed Nov. 14 and 16. WNDU Schools Rule will feature Central Friday, November 14. More than 60 students were rewarded with an ice cream social for passing AP tests. Alex stated he was proud to be a Blazer and part of a school that goes above and beyond, whether it is in the classroom, on the field, or in extra-curricular activities.

SSAC

The Board recognized the accomplishments of Central students: Alex Smith, Morgan Bayless, Zack Sem, and Nick Iavagnilio; and Memorial students: Roberto Acosta, Caleb deLeon, and Cody Hunsberger for being chosen to play in the Indiana Bandmasters Association All-District Band. These students were chosen from 30 schools in North Central Indiana. This honor includes a Saturday rehearsal in DeKalb followed by a Sunday rehearsal ending with a concert. Also recognized were CHS choir students Hannah Quinn and Marcella Sanfilippo who were chosen for the Indiana All-State Honor Choir. This group will have four full day rehearsals with a concert to follow at Embassy Theatre, in Fort Wayne on January 17th at 5 pm. Certificates were given to each student.

Student
Recognition

By unanimous action, the Board accepted with appreciation donations made to Elkhart Community Schools (ECS): 52 hat and scarf sets, 16 hats, 4 scarves, and 2 pair of mittens for distribution to students from Ruth Ann Owen; \$500.00 from The Noon Optimist Club of Elkhart, Inc. to support funding students costs; vinyl lettering of Osolo Elementary mission statement installed on the library wall from Geyer Decorating; and twelve (12) trees valued at \$1,200.00 from Elkhart Environmental Center, Trees for America, and Elkhart Wood for Osolo Elementary School. The Osolo Student Council, Eco Club, parents, staff and community volunteers worked together over two days to dig holes, plant trees, and spread mulch.

Gift Acceptance

Tony Gianesi, director of building services gave an update on referendum projects. Beardsley, Pinewood, Woodland and West Side office additions will be released for bid Friday, November 14, with bids due December 2. Construction will begin immediately following Board approval in December. Riverview, Pierre Moran, and West Side chiller replacement projects are underway. A new roof membrane has been installed over parts of Central's roof with metal flashing and coping to be completed soon. Masonry restoration and chimney repairs are complete at Hawthorne as well as the roof replacement over classrooms.

Referendum
Projects Update

By unanimous action, the Board approved the following minutes:
October 28, 2014 - Public Work Session
October 28, 2014 - Regular Board Meeting

Approval of
Minutes

By unanimous action, the Board approved payment of claims totaling \$6,101,446.62 as shown on November 11, 2014, claims listing. (codified file 1415-55)

Payment of
Claims

By unanimous action, the Board approved proposed school fundraisers in accordance with Board policy.

Fundraisers

By unanimous action, the Board approved a reopener for the agreement with the American Federation of State, County, and Municipal Employees (AFL-CIO, Local #2925), who represents the district's custodians, groundskeepers, building engineers and custodial pool employees. Doug Thorne, executive director of personnel and legal services, explained the

Custodial
Agreement

changes to the agreement are an increase in employer contribution to health insurance and the 1.53% increase in all hourly rates. (codified file 1415-56)

The Board was presented with proposed revisions to Board Policy GCBA, administrative salary schedule, for initial consideration. Mr. Thorne explained the policy is a restructuring from salaries derived from factor points to five salary ranges with placement in a salary classification based on ten (10) considerations. The Superintendent is responsible for the placement of administrative positions within those ranges and the district will conduct a bi-annual analysis of administrative salaries to ensure pay equity exists for administrators.

Board Policy
GCBA

The Board heard an update on grant status from Kim Boynton, director of grant development/Pre-K.

Grant Report

By unanimous action, the Board approved submission of a grant to True Value Painting a Brighter Future for Osolo Elementary school. (codified file 1415-57)

Grant
Application

By unanimous action, the Board confirmed the submission of the following grants to the Elkhart Education Foundation: funding for a guitar class for 5th & 6th graders at Mary Feeser Elementary; funding for a super trip to Henry Ford Museum for Mary Feeser Elementary; funding for a reading program for 2nd and 3rd graders at Monger Elementary; funding for clicker devices to be used school wide at Mary Daly Elementary; funding for materials and supplies for an Art club and funding for an Art Reach mentoring program at Central High School. (codified file 1415-58)

Grant
Confirmations

By unanimous action, the Board approved conference leave requests in accordance with Board policy for staff members as recommended by the administration of the November 11, 2014 listing. (codified file 1415-59)

Conference
Leaves

By unanimous action, the Board approved the following personnel recommendations of the administration:

Personnel
Report

Retirement of five (5) certified employees, at the end of the school year, with years of service in parenthesis:

Certified
Retirement

- Margaret DeBoer, language arts at Memorial, (21)
- Rene Formsma, grade 1 at Riverview, (27)
- Judith McCullough, English at Central, (15)
- Suella Roberts, music at North Side, (27)
- Daniel Swygart, Assistant Principal at Central, (10).

Employment of certified employee Kara Sears, FACS at Memorial, for the remainder of the 2014-15 school year.

Certified
Employment

Resignation of certified employee Andrea Bayadsy, language arts at West Side; effective 11/25/14.

Certified
Resignation

Employment of ten (10) classified employees, who have successfully completed their probationary period on dates indicated:

- Paige Adams, paraprofessional at Beardsley, 10/29/14
- Karen Allen, bus driver unassigned at Transportation, 10/27/14
- Tara Ciesiolka, paraprofessional at Osolo, 10/31/14
- Brent Curry, secretary at Pierre Moran, 10/29/14
- AnaRosa Garcia, bus driver unassgn at Transportation, 10/31/14
- Angela Gortney, paraprofessional at EACC, 10/27/14
- Anita Hawkins, bus driver unassgn at Transportation, 10/27/14
- Trina Jackson, paraprofessional at EACC, 10/29/14
- Kendra Minix, paraprofessional at Feeser, 11/3/14
- Breah Tolbert, paraprofessional at Pierre Moran, 10/30/14

Resignation of two (2) classified employees effective on dates listed:

- Marcia Meehan, food service at Daly, 10/22/14
- Lari Montesino, TA-ESL at Riverview, 11/28/14.

Board members shared about their visits to schools observing Veterans Day with assemblies and receptions for Veterans; students were well behaved; the music was wonderful; and a large number of veterans attended. Board president Dorisanne Nielsen spoke about the passing of former ECS administrator Joe Rueff; his area of expertise was Economics Education. Board member Doug Weaver encouraged everyone to visit Applebee's to see the large mural displaying ECS athletes.

Classified
Employment

Classified
Resignation

From the Board

The meeting adjourned at approximately 8:40 p.m.

Adjournment

APPROVED:

Signatures

Dorisanne H. Nielsen - President

Carolyn R. Morris - Vice President

-absent-
Glenn L. Duncan - Secretary

Karen S. Carter - Member

Susan C. Daiber - Member

Jeri E. Stahr - Member

Douglas K. Weaver - Member

MINUTES OF THE
PUBLIC WORK SESSION
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

November 18, 2014

J.C. Rice Educational Services Center, 2720 California Rd., Elkhart – 7:00 a.m.

Time/Place

Board Members
Present:

Dorisanne H. Nielsen
Carolyn R. Morris
Glenn L. Duncan

Karen S. Carter
Susan C. Daiber
Jeri E. Stahr

Roll Call

Absent:

Douglas K. Weaver

ECS Personnel Present:

Rob Haworth
Doug Thorne

Doug Hasler

The Board members met with representatives of Activate, Elkhart Community Schools Health and Wellness Center.

Topics
Discussed

The meeting adjourned at approximately 8:30 a.m.

Adjournment

APPROVED:

Signatures

Dorisanne H. Nielsen, President

Karen S. Carter, Member

Carolyn R. Morris, Vice President

Susan C. Daiber Member

Glenn L. Duncan, Secretary

Jeri E. Stahr, Member

-absent-
Douglas K. Weaver, Member

ACCOUNT BALANCES/INVESTMENT DETAIL

OCTOBER 2014

PETTY CASH \$ 500.00

GENERAL ACCOUNTS:

Lake City Bank	20,356,438.31
Lake City Bank - Merchant Account	224,672.56
Teachers Credit Union	2,264,499.86

SCHOOL LUNCH ACCOUNTS:

Lake City Bank	196,760.96
Change Fund	2,130.00

TEXTBOOK RENTAL ACCOUNTS:

Chase Bank	1,520,328.37
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PAYROLL ACCOUNTS:

Lake City Bank - Payroll Account	40,927.09
Lake City Bank - Flex Account	47,236.62
Teachers Credit Union-Payroll Account	554,668.71
Teachers Credit Union - Flex Account	14,422.51

INVESTMENTS:

First State Bank Certificate of Deposit To mature 12/18/14 at .35%	77,000.00
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\$ 25,299,584.99

ELKHART COMMUNITY SCHOOLS

DATE: 10/31/14

TO: Mr. Douglas A. Hasler

FROM: Tracey Bolin *TB*

RE: Loans - One Fund to Another

The following loan was made on 10/31/14:

\$480,000 to Fund 04100 Transportation Operating Fund from Fund 0420 Bus Replacement Fund

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

November 19, 2014, 2014

TO: Dr. Haworth
Board of School Trustees

FROM: Doug Hasler

SUBJECT: Extra-Curricular Purchase

The Business Office recommends Board approval of purchase of the following items from extra-curricular funds:

SCHOOL/ACCOUNT	ITEM	AMOUNT
EACC Extracurricular	T-shirts to be sold for fundraiser	\$560.00

11 NOV 14 7:51



inspiring. excellence.

ELKHART AREA CAREER CENTER
Elkhart Community Schools
2424 California Road, Elkhart, IN 46514-1226
(574) 262-5650 / 5801 fax
www.elkhart.k12.in.us

Matt Werbiansky
Principal

Memo

To: Dr. Robert Woods
From: Matt Werbiansky *MW*
Date: 11/7/2014
Re: Expenditure of extracurricular funds.

The purpose of this memo is to request board approval for the expenditure of EACC extracurricular funds. The Skills USA program will be spending \$560.00 to purchase shirts to be sold as a fund raiser for Skills USA. (Fundraiser paperwork also being submitted). Money raised will help defray costs of future activities for the program.

ELKHART COMMUNITY SCHOOLS

RESOLUTION FOR TRANSFER OF APPROPRIATIONS

November 25, 2014

WHEREAS, it has been determined that it is necessary to transfer monies appropriated in certain 2014 tax supported funds,

NOW, THEREFORE, BE IT RESOLVED BY the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana, that for the expenses of said corporation necessary appropriation transfers be hereby appropriated and ordered set apart for the purposes necessitated, subject to the laws governing same.

BE IT FURTHER RESOLVED THAT whereas it has been shown that certain existing appropriations now have balances which will not be needed for the purposes for which appropriated, it is further resolved that those existing appropriations be reduced.

ADOPTED THIS 25TH DAY OF NOVEMBER 2014:

AYE

NAY

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BOARD OF SCHOOL TRUSTEES

ATTEST: _____

Secretary, Board of School Trustees

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

November 20, 2014

TO: Board of School Trustees
Dr. Haworth

FROM: Douglas A. Hasler

SUBJECT: Securities and Exchange Commission Municipalities Continuing Disclosure Cooperation Initiative

As I discussed with you during last week's public work session, Elkhart Community Schools has a continuing obligation to make disclosures of audits, financial statements, and anything material to ECS' ability to meet its payment obligations to bondholders for any outstanding bond issues. In the past, Speer Financial has served Elkhart Schools in the capacity of financial advisor, and has acted on our behalf in complying with our disclosure responsibilities.

The federal Securities and Exchange Commission ("SEC") has regulatory authority over the issuance of bond securities. Earlier this year, the SEC instituted a Continuing Disclosure Cooperation Initiative.

On our behalf, Umbaugh has conducted an audit of all outstanding bond issues, and has identified delays in the filing of audited financial statements and financial reports. Based on this audit, Barnes & Thornburg (bond counsel for ECS) and Umbaugh, currently serving as financial advisor to ECS, are recommending that ECS self-report these instances of non-compliance.

While there are no indications that the delays in filing reports has caused any bond investor to incur financial losses in any way, the delays do place Elkhart Schools in non-compliance with our obligation of continuing disclosure.

Attached to this memo are three documents: (1) a proposed resolution to authorize ECS to self-report under the SEC Continuing Disclosure Cooperation Initiative; (2) a questionnaire with prepared responses that will be filed would be filed with the SEC with Board approval of the proposed resolution; and (3) a document prepared by Barnes & Thornburg reviewing the factors to consider when deciding whether to self-report.

I will be recommending your approval of the proposed resolution in the November 25th Board meeting. Please contact me at 262-5563 if you have any questions concerning this matter prior to Tuesday night.

**A RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART
COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, DIRECTING THE
UNDERTAKING OF A CONTINUING DISCLOSURE REVIEW AND AUTHORIZING
PARTICIPATION IN THE MUNICIPALITIES CONTINUING
DISCLOSURE COOPERATION INITIATIVE**

WHEREAS, the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), has entered into continuing disclosure agreements in connection with certain of its prior bond issuances and the prior bond issuances of the Elkhart Community School Building Corporation (collectively, the “Prior Issuances”), agreeing to file certain financial information and operating data and/or certain enumerated event notices with the former nationally recognized municipal securities information repositories or the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System pursuant to the provisions of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the “Rule”); and

WHEREAS, the School Corporation (or the Elkhart Community School Building Corporation, as an affiliated entity controlled by the School Corporation) has made certain representations regarding its continuing disclosures in bond offering documents in connection with the Prior Issuances; and

WHEREAS, in response to concerns that many municipal issuers have not been complying with their obligations to file continuing disclosure documents under the Rule, and furthermore have made misstatements concerning compliance in bond offering documents, the Division of Enforcement (the “Division”) of the U.S. Securities and Exchange Commission (the “Commission”) has set forth its Municipalities Continuing Disclosure Cooperation Initiative (the “MCDC Initiative”), a program currently scheduled to end at 5:00 p.m. EST on December 1, 2014, that encourages municipal issuers to self-report to the Division possible material misstatements or omissions made in the past five (5) years relating to prior compliance with continuing disclosure obligations pursuant to the Rule;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, AS FOLLOWS:

SECTION 1. The School Corporation, through the Executive Director of Support Services of the School Corporation (the “Executive Director”) or a third-party selected by the Executive Director, is hereby directed to conduct a continuing disclosure review of its prior continuing disclosure undertakings (the “Review”). Such Review shall include, but is not limited to, a historical review of the School Corporation’s continuing disclosure obligations and filings and bond offering documents in connection with the Prior Issuances that are within the timeframes contemplated by the MCDC Initiative.

SECTION 2. The School Corporation is hereby authorized to participate in the MCDC Initiative if in the discretion of the Executive Director or the Superintendent of the School Corporation (the “Superintendent”), or either one of them, after consultation with the School Corporation’s counsel, bond counsel and financial advisors, it is determined that such participation is appropriate.

SECTION 3. The Superintendent and Executive Director, or either one of them, after consultation with the School Corporation’s counsel, bond counsel and financial advisors, are hereby authorized to execute and deliver any and all documents and instruments, including the Municipalities Continuing Disclosure Cooperation Initiative Questionnaire for Self-Reporting Entities contained in the MCDC Initiative (the “Questionnaire”), and to do and cause to be done any and all acts and things necessary or proper for participating in the MCDC Initiative and all related transactions, including the Review, contemplated by this Resolution.

SECTION 4. Any action taken by the Superintendent, the Executive Director or any other employee of the School Corporation with respect to the Review prior to the adoption of this Resolution, including the engagement of a third party to conduct the Review and participation in the MCDC Initiative, is hereby ratified and confirmed.

PASSED AND ADOPTED this 26th day of August, 2014.

BOARD OF SCHOOL TRUSTEES OF
THE ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees



**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in [SEC Form 1662](#), which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name:
Individual Contact Title:
Individual Contact telephone:
Individual Contact Fax number:
Individual Contact email address:

Full Legal Name of Self-Reporting Entity:
Mailing Address (number and street):
Mailing Address (city):
Mailing Address (state):
Mailing Address (zip):

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State:
Full Name of Issuing Entity:
Full Legal Name of Obligor (if any):
Full Name of Security Issue:
Initial Principal Amount of Bond Issuance:
Date of Offering:
Date of final Official Statement (format MMDDYYYY):
Nine Character CUSIP number of last maturity:

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm:

Primary Individual Contact at Underwriter:

Financial Advisor:

Primary Individual Contact at Financial Advisor:

Bond Counsel Firm:

Primary Individual Contact at Bond Counsel:

Law Firm Serving as Underwriter's Counsel:

Primary Individual Contact at Underwriter's Counsel:

Law Firm Serving as Disclosure Counsel:

Primary Individual Contact at Disclosure Counsel:

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

On behalf of

I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: _____

Name of Duly Authorized Signer:

Title:

SCHEDULE I

FULL LEGAL NAME OF SELF-REPORTING ENTITY

Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), is reporting on behalf of itself and on behalf of the Elkhart Community School Building Corporation, which is a nonprofit corporation organized as an affiliated entity of the School Corporation under Section 115 of the Internal Revenue Code of 1986, as amended.

SCHEDULE II

RESPONSES TO QUESTIONS 2 AND 4

Full Name of Issuing Entity: Elkhart Community School Building Corporation
Full Legal Name of Obligor (if any): Elkhart Community Schools, Elkhart County, Indiana
Full Name of Security Issue: First Mortgage Refunding Bonds, Series 2010
Initial Principal Amount of Bond Issuance: \$9,225,000
Date of Offering: 05/05/2010
Date of final Official Statement (format MMDDYYYY): 05/05/2010
Nine Character CUSIP number of last maturity: 287497RX1
Senior Managing Underwriting Firm: Mesirow Financial, Inc.
Primary Individual Contact at Underwriter: Todd Krzyskowski
Financial Advisor: Speer Financial, Inc.
Primary Individual Contact at Financial Advisor: Kevin McCanna
Bond Counsel Firm: Barnes & Thornburg LLP
Primary Individual Contact at Bond Counsel: Jeffery Qualkinbush
Law Firm Serving as Underwriter's Counsel: None
Primary Individual Contact at Underwriter's Counsel: N/A
Law Firm Serving as Disclosure Counsel: None
Primary Individual Contact at Disclosure Counsel: N/A

Full Name of Issuing Entity: Elkhart Community School Building Corporation
Full Legal Name of Obligor (if any): Elkhart Community Schools, Elkhart County, Indiana
Full Name of Security Issue: First Mortgage Refunding Bonds, Series 2011
Initial Principal Amount of Bond Issuance: \$8,300,000
Date of Offering: 07/13/2011
Date of final Official Statement (format MMDDYYYY): 07/13/2011
Nine Character CUSIP number of last maturity: 287497TJ0
Senior Managing Underwriting Firm: Mesirow Financial, Inc.
Primary Individual Contact at Underwriter: Todd Krzyskowski
Financial Advisor: Speer Financial, Inc.
Primary Individual Contact at Financial Advisor: Kevin McCanna
Bond Counsel Firm: Barnes & Thornburg LLP
Primary Individual Contact at Bond Counsel: Jeffery Qualkinbush
Law Firm Serving as Underwriter's Counsel: None
Primary Individual Contact at Underwriter's Counsel: N/A
Law Firm Serving as Disclosure Counsel: None
Primary Individual Contact at Disclosure Counsel: N/A

Full Name of Issuing Entity: Elkhart Community Schools, Elkhart County, Indiana
Full Legal Name of Obligor (if any): Elkhart Community Schools, Elkhart County, Indiana
Full Name of Security Issue: General Obligation Refunding Pension Bonds (Taxable), Series 2012
Initial Principal Amount of Bond Issuance: \$29,915,000
Date of Offering: 12/13/2012
Date of final Official Statement (format MMDDYYYY): 12/13/2012
Nine Character CUSIP number of last maturity: 287515UJ7
Senior Managing Underwriting Firm: J.J.B. Hilliard, W.L. Lyons, LLC
Primary Individual Contact at Underwriter: David Wimmer
Financial Advisor: Speer Financial, Inc.
Primary Individual Contact at Financial Advisor: Kevin McCanna
Bond Counsel Firm: Barnes & Thornburg LLP
Primary Individual Contact at Bond Counsel: Jeffery Qualkinbush
Law Firm Serving as Underwriter's Counsel: None
Primary Individual Contact at Underwriter's Counsel: N/A
Law Firm Serving as Disclosure Counsel: None
Primary Individual Contact at Disclosure Counsel: N/A

Full Name of Issuing Entity: Elkhart Community School Building Corporation
Full Legal Name of Obligor (if any): Elkhart Community Schools, Elkhart County, Indiana
Full Name of Security Issue: First Mortgage Multipurpose Bonds, Series 2012
Initial Principal Amount of Bond Issuance: \$13,675,000
Date of Offering: 02/16/2102
Date of final Official Statement (format MMDDYYYY): 02/16/2012
Nine Character CUSIP number of last maturity: 287497TW1
Senior Managing Underwriting Firm: Edward D. Jones & Co., L.P.
Primary Individual Contact at Underwriter: Julia Portman
Financial Advisor: Speer Financial, Inc.
Primary Individual Contact at Financial Advisor: Kevin McCanna
Bond Counsel Firm: Barnes & Thornburg LLP
Primary Individual Contact at Bond Counsel: Jeffery Qualkinbush
Law Firm Serving as Underwriter's Counsel: None
Primary Individual Contact at Underwriter's Counsel: N/A
Law Firm Serving as Disclosure Counsel: None
Primary Individual Contact at Disclosure Counsel: N/A

FACTORS TO BE CONSIDERED IN DETERMINING WHETHER TO SELF-REPORT

Some of the possible consequences if the Government Entity determines to not voluntarily self-report and is subsequently determined by the Commission to have made one or more material misstatements in one or more of the Official Statements include the following:

(a) The Commission may initiate a long and costly enforcement proceeding (as opposed to a less costly and more expedited process under the Initiative), and such proceeding would be resolved based on an evaluation by the Commission of the pertinent facts and circumstances.

(b) The Division has stated that if an enforcement action is initiated against an issuer that did not self-report, then the Division (i) may not recommend the terms set forth in the Initiative be available to such issuer, and (ii) will likely recommend and seek financial sanctions against such issuer in any such enforcement proceedings.

(c) The Government Entity may be exposed to adverse publicity if the Division initiates an enforcement action that is not a part of the Initiative.

Some of the possible consequences if the Government Entity determines to voluntarily self-report as permitted by the Initiative include the following:

(a) Any self-report will not in and of itself be treated by the staff of the Commission as an admission of liability. In this regard, we understand that issuers who participate in the Initiative can anticipate that they will have an opportunity to explain to the SEC staff any extenuating circumstances regarding the self-report including, for example, why they believe a particular alleged misstatement in an official statement should not be considered material. However, because the Initiative is meant to afford an expedited process for settlement and not a forum for protracted debate over materiality issues, SEC staff discussions with issuers participating in the Initiative are unlikely to be as extended or formal as they would be in connection with a typical SEC enforcement proceeding; and issuers that participate in the Initiative are unlikely to have the opportunity normally afforded in a typical enforcement proceeding to make their case directly to the Commission if they fail to persuade the SEC staff.

(b) The process that will be followed by the Commission with respect to the Initiative incorporates by reference all of the federal settlement rules, including those regarding the veracity of the statements made in the self-report.

(c) If a cease and desist order is issued by the Commission, the Government Entity (1) will be required to disclose this order in all offering documents distributed by or on behalf of the Government Entity in connection with any municipal bond offerings by the Government Entity during the five years succeeding the date of such order, (2) will be required to implement continuing disclosure compliance procedures, (3) on the one-year anniversary date of the cease and desist order, must certify to compliance with such procedures and compliance, in all material respects, with all obligations under any of the Contracts, and (4) may be exposed to monetary penalties if any future cease and desist orders are issued by the Commission even if the matters subject to such future cease and desist order are unrelated to the cease and desist order issued by the Commission in connection with the Initiative.

(d) The Initiative is not available to individuals; therefore, there can be no assurance that the Commission or the Division will not pursue, or attempt to pursue, enforcement actions against one or more of the employees or elected officials of the Government Entity.

(e) The Division or Commission may share its findings with federal and/or state prosecutors, which may result in other federal or state proceedings against the Government Entity.

(f) The Commission or Division may determine that even though the Government Entity included certain deficiencies in its self-report, it did not include other deficiencies in its self-report that the Commission believes to be material violations of the federal securities laws.

(g) The Initiative does not protect the Government Entity from any claims filed by one or more purchasers or sellers of the obligations issued by, or payable from the revenues of, the Government Entity, and by self-reporting the Government Entity may increase the possibility of one or more purchasers or sellers of such obligations filing a fraud claim in state or federal court.

(h) The Government Entity may be exposed to adverse publicity which may include inaccurate statements about admissions of securities fraud by one or more elected officials or employees of the Government Entity.

Elkhart Community Schools
Proposed School Fundraising Activities
Nov. 25, 2014 Meeting of Board of School Trustees

School/Organization	Fundraising Activity Description/Purpose	Date(s) of Activity	Sponsor(s)
North Side Middle School Extra Curricular Athletics	Students will pay \$1.00 to break the dress code for a day. Proceeds will be used to purchase athletic equipment and uniforms.	12/19/2014	Betsy Tepe
MHS Charger Debate Team	Students will gift wrap for staff and community for a monetary donation. Proceeds will be used to offset the cost of the team's trip to the state tournament in February.	12/13/2014	Kathryn Lane
MHS Intense Intervention Class	Students will make crafts and baked goods to sell at the MHS annual craft show. Proceeds will help support community based instruction.	12/4/2014	Linda Ogle
MHS Swim Team	Athletes will do a swim marathon and collect pledges for the amount of laps they can swim in a one hour period. Proceeds will be used for team suits and apparel.	12/5/2014	12/5/2014
EACC Health Occupations	Students will sell donated Vera Bradley items for \$10.00 each and provide gift wrapping of item. Proceeds will be donated to Beyond Batten's Disease Foundation.	12/1/14 - 12/19/14	Carrie Clark
EACC Health Occupations	Students will pay \$1.00 to dress causally on Fridays. Proceeds will be donated to Beyond Batten's Disease Foundation.	11/28/2014 3/1/2015	Carrie Clark
EACC Skills USA	Students will sell T-shirts to earn money for the Skills USA Student Council.	12/1/2014- 1/30/2015	
	Please note the following fundraisers are presented for confirmation only.		
Eastwood Student Council	Students will pay \$1.00 to wear a hat for the day.	11/21/2014	Kelly Kielce
West Side D. C. Travelers	Students will sell poinsettias to family and friends. Proceeds will help off the costs of the student making the sale for the D. C. Trip.	11/24/2014- 12/5/2014	Lisa McKee
MHS Dollars for Scholars	Students will sell Martin Supermarket coupon books to family, friends and neighbors. Proceeds will help fund scholarships to seniors.	11/13/2014- 12/1/2014	Mary Nywening
MHS Young Adult Program	Sudents will sell Texas Roadhouse gift cards. Proceeds will be used to fund community based instructin for the Young Adult Program.	11/12/2014	12/6/2014

Administrative Salary Schedule

Annually, the Superintendent shall recommend and the Board of School Trustees shall set the salaries of administrators employed by the corporation. To determine salary, the Superintendent may assign each administrator to one of the salary ranges set forth below:

<u>Class</u>		
<u>I</u>	<u>\$50,000</u>	<u>\$60,000</u>
<u>II</u>	<u>\$60,000</u>	<u>\$80,000</u>
<u>III</u>	<u>\$80,000</u>	<u>\$90,000</u>
<u>IV</u>	<u>\$90,000</u>	<u>\$105,000</u>
<u>V</u>	<u>\$105,000</u>	<u>\$125,000</u>

Placement in a salary classification shall be based on the following considerations:

1. Amount of money under the administrator's direction
2. Level of decision-making
3. Expertise required
4. Amount of public contact
5. Time commitment
6. Prerequisites
7. Number of staff subordinates
8. Number of days on contract during the school year
9. Compensation rate of administrators in similar positions within the district
10. Analysis of comparable positions in area districts

The Superintendent or his or her designee is directed by the Board to conduct a bi-annual analysis of administrative salaries to ensure pay equity exists for those administrators subject to the provisions of this policy.

November 25, 2014

GCBA
Proposed Revised Board Policy

PROFESSIONAL STAFF MERIT SYSTEM PERFORMANCE AWARDS
(ADMINISTRATORS)

Section 1.

The Superintendent shall establish, for Board review and approval, guidelines for administrator's performance awards. ~~These guidelines shall be examined annually by the Superintendent and the Superintendent's Cabinet.~~ Any recommended changes **recommended by the Superintendent** in the guidelines for the following year shall be brought to the Board's attention no later than May 1, of each year.

Performance awards may be **developed** ~~recommended to the~~ **by the Superintendent and shall be based upon the administrator accomplishing performance goal(s) established by the Superintendent with input received from the individual administrator.** by either of the two methods below:

- ~~A. **Individual Option.** An administrator may desire to be considered for a performance award at the completion of a given contract year. In this event, the administrator desiring such consideration shall complete Form GCBAA. The completed form shall be reviewed by the administrator's supervisor, the Assistant Superintendents, and the Superintendent. Based upon that review, the Superintendent may authorize a performance award for the administrator.~~
- ~~B. **Supervisor Option.** Based upon outstanding performance by an individual as recognized by the administrator's immediate supervisor, a nomination may be made, and substantiated with supporting information, to the Superintendent for consideration of a performance award. All awards by the Superintendent shall be documented and presented to the Board of School Trustees.~~

Section 2.

Performance awards may be in the form of any or all of the following:

- A. Additional compensation, **in an amount to be determined by the Superintendent, added to administrator's contract salary as a result of meeting the administrator's performance goal and paid to the administrator during the school year when the goal is met.**
- ~~B. An extended contract covering a period of multiple years.~~
- CB.** Approval to attend an additional meeting or conference with expenses paid during the succeeding year.

Section 3.

The Superintendent shall provide an annual report to the Board as to the awards paid to administrators.

ADMINISTRATOR QUALIFICATION GUIDELINES FOR PERFORMANCE AWARDS

A. ~~Basic eligibility requirements:~~

~~The immediate supervisor, Assistant Superintendents—where applicable, and Superintendent agree that:~~

- ~~1. the basic job description has been carried out in a satisfactory manner.~~
- ~~2. standard job performance elements—progress toward building/departamental goals, attendance, care of equipment/facilities, communications, fiscal management, follow up, task schedules, relationships—are in order.~~
- ~~3. satisfactory support is provided to system-wide goals.~~

~~If items one, two, and three above are met, then eligibility for consideration for a performance award has been established.~~

B. ~~Performance awards may be granted for one or more of the following activities:~~

- ~~1. Leadership and/or significant service that results in effective, significant innovation.~~
- ~~2. Leadership and/or significant service that results in a major competitive grant award that funds an approved program or project.~~
- ~~3. Significant improvement in pupil performance within the administrator's responsibility.~~
- ~~4. Sustained level of outstanding pupil performance within the administrator's responsibility.~~
- ~~5. Special, effective service in connection with a local, state or national professional task force/committee/study team.~~
- ~~6. Significant leadership/participation in staff development activities for staff or colleagues.~~
- ~~7. Outstanding leadership—initiation, preparation, and follow up—during the solution of a difficult department or building problem within the administrator's responsibility.~~
- ~~8. Leadership or other significant service that results in operational efficiencies and/or effectiveness.~~
- ~~9. Leadership or other special significant service that leads to the accomplishment of system wide goals.~~
- ~~10. Leadership or other special, significant service that leads to the accomplishment of building or departmental goals.~~
- ~~11. Leadership that leads to special local, state, or national positive recognition for the Elkhart Community Schools and/or a particular department or building.~~
- ~~12. Civic/professional leadership/participation that contributes to improved education in the Elkhart~~

Administrator Qualification Guidelines for Performance Awards (Cont)

~~Community Schools.~~

AC. Administration of the Performance Awards

1. Superintendent will make all final decisions.
2. Qualification cycle runs from July 1 to June 30. However, recognition may be given to accomplishments that extend beyond any one given year.
- ~~3. All dollars will be awarded.~~
34. Individual amounts will be determined by the Superintendent **and reported to the Board annually.**
- ~~5. Nomination is to be made on Form GCBAA to the Superintendent.~~
46. The Superintendent is not eligible for a performance award under this policy.

~~February 1992~~ **November 25, 2014**

PERFORMANCE AWARD NOMINATION FORM

Date Filed

Prepared for: _____
Administrator

Prepared by: _____
Administrator

Description of performance for which award is sought:

Dates/time frame of performance:

Results:

Names of persons familiar with the quality of the performance:

Original to Superintendent's Office
CC: Immediate Supervisor
Assistant Superintendents

Proposed Revised Board Policy

FOOD SERVICE EMPLOYEES' COMPENSATION PLAN

Section 1. FOOD SERVICE EMPLOYEES' SALARY SCHEDULE

The Board of School Trustees hereby adopts the following wage and career increment schedule for food service personnel to be effective beginning January 1, 200915.

<u>WAGE SCHEDULE</u>										
STEP	I		II		II.5	III	IV	V	VI	VII
	A	B	A	B	B	B	B	B	B	B
Probationary	7.71 7.83	7.54 7.66	8.03 8.15	7.86 7.98	8.89 9.03	12.83 13.03	13.55 13.76	15.27 15.50	13.55 13.76	15.10 15.33
64 days - 1 year	8.43 8.56	8.24 8.37	8.78 8.91	8.58 8.71	9.59 9.74	13.63 13.84	14.34 14.56	16.08 16.33	14.34 14.56	15.89 16.13
1 year – 2 years	9.21 9.35	8.98 9.12	9.54 9.69	9.31 9.45	10.32 10.48	14.04 14.25	15.10 15.33	16.81 17.07	15.10 15.33	16.64 16.89
2 years – 3 years	10.09 10.24	9.83 9.98	10.43 10.59	10.14 10.30	11.15 11.32	15.12 15.35	15.95 16.19	17.67 17.94	15.95 16.19	17.50 17.77
Over 3 years	10.60 10.76	10.32 10.48	10.94 11.11	10.64 10.80	11.67 11.85	15.82 16.06	16.67 16.93	18.40 18.68	16.67 16.93	18.21 18.49

Key: Column A = Less than four hours/day employees
 Column B = Four or more hours/day employees (In addition the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools)

- I - Less than 6.5 hour Satellite Employees and Elementary Lunch Paraprofessionals
- II - Commissary and Cafeteria Employees, Secondary Lunch Paraprofessionals, ~~and 6.5 hours or more Satellite Employees~~
- II.5 - Commissary Line Leader **and Elementary Managers**
- III - ~~Managers~~, Middle Schools **Managers, Assistant Managers**, and Allergy Specialist
- IV - Central High School Manager
- V - Satellite Manager/Computer Software Support/Head Start
- VI - Memorial High School Manager and Summer Feeding Supervisor
- VII - Commissary Manager and Summer Production Manager

1. The career increment applies to all food service personnel.
2. The career increment takes effect for each regular employee on the anniversary date (5-10-15-20 years). The career increment is not cumulative, but the scheduled amount is added to the employee's regular rate set forth on the Wage Schedule.
3. Years of employment will be determined by using the date the employee became regularly employed by the Elkhart Community Schools or by a township school which has since become a part of the Elkhart Community Schools.

CAREER INCREMENT SCHEDULE

- \$.20 5 years, but less than 10
- .30 10 years, but less than 15
- .50 15 years, but less than 20

.70 20 years and over

Lunch Paraprofessionals, who were hired as a lunch paraprofessional prior to February 11, 2014, will be paid under the paraprofessional wage schedule as outlined below.

Step	ECS Experience as Paraprofessional	Hourly Rate	
		A	B
1	0 days or more, but less than 64 days (Probationary Rate)	9.35 <u>9.49</u>	8.85 <u>8.99</u>
2	64 days or more, but less than 1 year	9.47 <u>9.61</u>	9.18 <u>9.32</u>
3	1 year or more, but less than 2 years	9.93 <u>10.08</u>	9.66 <u>9.81</u>
4	2 years or more, but less than 3 years	10.44 <u>10.60</u>	10.13 <u>10.28</u>
5	3 years or more, but less than 4 years	10.92 <u>11.09</u>	10.59 <u>10.75</u>
6	4 years or more, but less than 5 years	11.33 <u>11.50</u>	10.99 <u>11.16</u>
7	5 years or more, but less than 6 years	11.83 <u>12.01</u>	11.46 <u>11.64</u>
8	6 years or more, but less than 7 years	12.27 <u>12.46</u>	11.91 <u>12.09</u>
9	7 years or more	12.77 <u>12.97</u>	12.40 <u>12.59</u>

Key: Column A = Less than four hours/day employees
 Column B = Four or more hours/day employees (In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.)

LUNCH PARAPROFESSIONAL
 CAREER INCREMENT SCHEDULE

Years regularly employed by Elkhart Community Schools	Amount of Hourly Career Increment
5 or more, but less than 10	.20
10 or more, but less than 15	.30
15 or more, but less than 17	.40
17 or more, but less than 20	.50
20 or more	.60

ADDITIONAL PAY FOR BANQUETS AND SPECIAL FUNCTIONS

Employees will receive time and one-half for all hours worked for special serving requests, banquets and special functions.

OVERTIME

Food Service employees who are assigned to work more than 40 hours in a week will be paid overtime compensation of time and a half for any hours worked in excess of 40 hours.

Section 2. FOOD SERVICE EMPLOYEES' FRINGE BENEFITS

A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Effective January 1, 2008~~15~~, the Board will pay \$5,000~~5,500~~ (for single, **full-time** coverage), or \$10,000~~11,000~~ (for family, **full-time** coverage) **or \$11,275 (for family, full-time coverage, both employed)** of the premium cost of a group hospitalization and major medical insurance plan, prescription drug and dental (when applicable) for all Food Service Employees who work six or more hours per day. **Effective January 1, 2015, the Board will pay \$4,400 (for single, half-time coverage) or \$8,800 (for family, half-time coverage) of the premium cost of such plan for all employees who work between four and six hours per day.** The employee may select one or the other plan provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board will contribute ninety percent (90%) of the premium cost of a group long-term disability insurance policy for employees who work thirty (30) or more hours per week. Employees interested in participating in these plans should contact the Business Office, Insurance Department.

C. Severance Benefits

Food Service employees who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of Personnel at least ten (10) working days prior to the last date of employment.

1. Resignation

Food Service employees shall receive pay for any unused personal business leave in the current year of employment, provided the following conditions are met by the employee:

- a. The employee has completed at least six (6) months of active employment with the Elkhart Community Schools.
- b. The employee has submitted a written resignation to the Director of Personnel, and
- c. The resignation shall specify the last date of employment and shall be received by the Director of Personnel at least ten (10) working days prior to the last date of employment, or during the summer months at least 21 calendar days prior to the scheduled working day.

2. Retirement, Death, or Disability

- a. For purposes of this benefit, “retirement” shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit.
- b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent’s estate.
- c. At the time of retirement, a Food Service employee shall receive pay for accumulated illness leave, not to exceed two (2) days per year. Pay shall be for the greater of thirty (30) days or forty-five percent (45 %) of accumulated illness leave. In the event of the death of a Food Service employee, while in the active employ of Elkhart Community Schools, said payment should be made to the employee’s beneficiary.
- d. In addition, employees who are fifty-five years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools’ group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.

D. Change in Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ.

Section 3. FOOD SERVICE EMPLOYEES’ ABSENCES

In order to operate each kitchen effectively and efficiently, punctuality and regular attendance are of utmost importance.

All Food Service employees employed four (4) or more hours are entitled to personal leave and personal illness days. Absences for all Food Service personnel, in addition to the days to which they are entitled, shall be considered to be unexcused. Three (3) days’ unexcused absences in any one school year shall be

considered excessive and shall be grounds for suspension or termination. When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor at least one-half (1/2) hour before starting time, and upon return, file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. Absence before or after a holiday must be approved in advance to be eligible for the salary allowed for the holiday. (No absence report is necessary on emergency closing days when pay is not to be received.) Upon written request received by the Director of Food Services at least two (2) weeks in advance (except in emergencies), unpaid absences of five (5) or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 4. FOOD SERVICE EMPLOYEES' ILLNESS ABSENCES AND LEAVES

A. Personal/ Family Illness Absence

Regular school-year classified employees will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave.

Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to one hundred ten (110) workdays. Use of accumulated sick leave by a school-year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

Immediate family shall be interpreted as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, or any other members of the family unit living in the same household. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

B. Job-Related Injury

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 5. PERSONAL ILLNESS LEAVE/FAMILY ILLNESS LEAVE INCENTIVE PLAN

Beginning January 1, 1999, the following Personal Illness Leave/Family Illness Leave incentive plan will be effective for all food service employees. The use of personal leave days will not affect the calculation of benefits under this incentive program. For the purpose of the incentive program, the year will run from January 1st through December 31st.

- A. If a food service employee who is assigned to work four (4) or more hours does not use any of his or her Personal Illness, Family Illness, or unpaid days during the year, he or she will be given a payment of \$400. A food service employee who is assigned to work less than four (4) hours will be given a payment of \$200 if he or she has no absences excluding any absences covered by applicable personal leave days.
- B. If a food service employee who is assigned to work four (4) or more hours uses only one of his or her Personal Illness, Family Illness, or unpaid days during the year, he or she will be given a payment of \$200. A food service employee who is assigned to work less than four (4) hours will be given a payment of \$100 if he or she has only one absence, excluding any absences covered by applicable personal leave days.
- C. If a food service employee who is assigned to work four (4) or more hours uses only two of his or her Personal Illness, Family Illness, or unpaid days during the year, he or she will be given a payment of \$100. A food service employee who is assigned to work less than four (4) hours will be given a payment of \$50 if he or she has only two absences, excluding any absences covered by applicable personal leave days.
- D. In order to be eligible for the incentive pay set out in A, B or C above, the food service employee must have been employed as of January 1st. If a food service employee is hired after January 1st, the incentive payment will be pro-rated on a percentage of the workdays after the food service employee was employed.
- E. For the purpose of the incentive program, Personal Illness, Family Illness, or unpaid days will be when a food service employee who is assigned to work four (4) or more hours is absent for three (3) or more hours, or when a food service employee who is assigned to work for less than four (4) hours is absent for any period of time. For food service employees who are assigned to work four (4) hours or more, absence of less than three (3) hours will be considered a half day. Food service employees who are absent ½ day will receive \$300; 1-1/2 days will receive \$150; or 2-1/2 days will receive \$50.

Section 6. BEREAVEMENT

Employees who are assigned to work four (4) or more hours shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

“Immediate family” is defined as father, mother, brother, sister, spouse, child, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee.

Up to one (1) day’s absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s) with or without pay may be granted by the Superintendent or designee.

Section 7. MILITARY LEAVE

A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service.

This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 8. HEALTH LEAVE

Through Board of School Trustees' action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

Health Leave – Administrative Regulation

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- 1) After all other available benefit days have been exhausted, or*
- 2) When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*
- 3) Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 9. PERSONAL LEAVE

Food Service employees are entitled to the number of hours equal to two (2) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

Personal Leave – Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Fall Recess, Thanksgiving, Winter Recess, Spring Break or Summer Break as defined by the school calendar unless the employee complies with the following procedure:

- a. Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.*
- b. The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.*
- c. All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event which prohibits the employee from attending to his or her assigned duties.*

Section 10. JURY AND WITNESS DUTY PAY

A. Jury Duty

All Food Service employees will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

B. Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present.

Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 11. PARENTAL LEAVE

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year, and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 12. ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date the child is physically turned over to the employee for the employee's care and legal custody.

Section 13. HOLIDAYS AND VACATIONS

Holidays

A. School Year Employees

Food Service employees who work the school year and four (4) hours or more daily, but less than full time, shall be entitled to the following legal or recognized holidays without loss of any pay when they occur on days which they would have worked if it were not for that special day, subject to the provisions below:

Labor Day
Thanksgiving Day – two days
Martin Luther King, Jr. Day
Presidents' Day – two days
Memorial Day

- (1) Thanksgiving Day and the day following will be paid holidays.

- (2) The Friday preceding Presidents' Day and Presidents' Day will be paid holidays.

Any employee who does not work during a two-week pay period will not receive pay for that pay period, including days normally paid as holidays. Exceptions include:

- a. When the use of absence or leave benefits is exhausted during the pay period.
- b. When all days in the pay period are covered by available paid leaves, vacation and/or holidays.

B. Twelve Month Employees

Twelve month Food Services employees shall be paid for the following holidays, when they occur on days which would have been worked if it were not for that special day, subject to the provisions below:

New Year's - two days	(see A-1-a.)
Martin Luther King Jr. Day	
Presidents Day - two days	(see A-4)
Memorial Day	
Independence Day	(see A-2)
Labor Day	
Thanksgiving - two days	(see A-3)
Christmas - two days	(see A-1-a)

1. During the winter break (when schools are closed) four (4) days will be allowed as follows:
 - a. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to approval of the immediate supervisor, select either but not both December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such request to the immediate supervisor no later than December 10.
 - b. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one of these days, in which case an alternate day will be determined.
2. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.
3. Thanksgiving Day and the day following will be paid holidays.
4. Presidents' Day and the Friday preceding will be paid holidays.

Vacations

- A. A twelve month Food Services employee who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one

- (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided no more than ten (10) vacation days may be accrued.
- B. A twelve month Food Services employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
 - C. A twelve month Food Services employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for six consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
 - D. A twelve month Food Services employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.
 - E. A twelve month Food Services employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for twenty (20) consecutive years, is entitled to twenty-five (25) working days vacation with pay during the next calendar year.
 - F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.
 - G. For purposes of computing an employee's number of years of service in the school corporation, a school-year employee who subsequently changes to a twelve month employee status will have the number of paid hours as a school year employee divided by 2080 to obtain the number of years of school corporation service to be used in determining the working days vacation which such twelve month employee is entitled to receive under this policy.
 - H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor. When vacation days have been requested and approved but are not able to be used due to administrative directive, an extension of up to three (3) months will be granted for the use of such day(s).
 - I. Vacation days unused during the previous calendar year or as indicated in G, will be lost.
 - J. Only twelve month employees will be entitled to paid vacation days.

~~February 11, 2014~~ **November 25, 2014**

MECHANICS' COMPENSATION PLAN

Section 1. MECHANICS WAGE SCHEDULE

The Board of School Trustees hereby adopts the following wage schedule for mechanics effective January 1, 2009~~15~~. In addition, the (3%) three percent employee contribution to PERF will be paid by the Elkhart Community Schools.

Classification	Wage Range (per hour)
Head Mechanic	24.19 – 27.06 <u>24.56 – 27.47</u>
Assistant Head Mechanic	22.03 – 24.19 <u>22.37 – 24.56</u>
* Mechanic I	20.42 – 22.06 <u>20.73 – 22.40</u>
* Mechanic II	18.74 – 20.42 <u>19.03 – 20.73</u>
* Mechanic III	16.03 – 18.74 <u>16.28 – 19.03</u>
Transportation Helper	13.05 – 13.31 <u>13.25 – 13.51</u>

* Night Mechanics and Transportation Helpers also receive a shift differential of \$.35/hour.

Any personnel in the mechanic department may be utilized in other areas of assignment on a temporary basis to effect an efficient operation of the school system as determined by the employer.

An employee who is required to report to work to respond to an emergency outside of the employee's regular work hours will be paid for a minimum of two (2) hours.

In addition, a career increment will be paid as follows:

<u>Years Regularly Employed in Elkhart Community Schools</u>	<u>Hourly Increment</u>
5 or more, but less than 10	\$.20
10 or more, but less than 15	\$.30
15 or more, but less than 20	\$.50
20 or more years	\$.70

Section 2. MECHANICS FRINGE BENEFITS

A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Effective January 1, 2008~~15~~, the Board will pay \$5,000~~5,500~~ (for single, full-time coverage), ~~or \$10,000~~ \$11,000 (for family, full-time coverage), or \$11,275 (for family, full-time coverage, both employed) of the premium cost of a group hospitalization and major medical insurance plan, prescription drug, and dental (where applicable) for all mechanics who work ~~between four and six~~ or more hours per day. Effective January 1, 2015, the Board will pay \$4,400 (for single, half-time coverage) or \$8,800 (for family, half-time coverage) of the premium cost of such plan for all employees who work between four and six hours per day. The employee may select one or the other plan provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board will contribute ninety percent (90%) of the premium cost of a group long-term disability insurance policy for employees who work thirty (30) or more hours per week.

C. Severance Benefits

Mechanics who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of Personnel at least ten (10) working days prior to the last date of employment.

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment. Vacation days earned in the current year shall also be paid to full-time employees. Payment for unused personal leave and vacation shall be made at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave and unused vacation days.

2. Retirement, Death, or Disability - The benefits listed below are in addition to those in Section 3-C.

a. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit.

b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. Unused vacation days earned in the current year shall also be paid prior to retirement, or upon disability termination or death of the employee. In the event of death, the benefit shall be paid to the decedent's estate.

- c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.
- d. When retiring, a mechanic who has ten (10) years of service and is at least fifty-five (55) years of age may select one of the following benefits based upon the employee's daily rate at the time of retirement:
 - 1) One day's pay for each full year employed by the Elkhart Community Schools.
 - 2) Forty-five percent (45%) of the unused sick leave will be paid, in accordance with the provisions in the mechanics employee booklet.

D. Change in Support Staff Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ

Section 3. ABSENCES

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 4. ILLNESS ABSENCES AND LEAVES

Personal Illness/Family Illness Absence

Full-time classified personnel will be allowed the number of hours equal to one workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of personal

illness/family illness absence annually. Unused personal illness/family illness absence may accumulate to a total of the number of hours equal to one hundred ninety (190) days as personal illness days.

As used in this section, "immediate family" includes spouse, child, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, daughter-in-law, son-in-law, and any other member of the family unit who is regularly living in the same household as the employee.

"Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

Job-Related Injury Leave

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two-thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

PERSONAL ILLNESS LEAVE/FAMILY ILLNESS LEAVE INCENTIVE PLAN

Beginning January 1, 2003, the following Personal Illness Leave/Family Illness Leave incentive plan will be effective for all mechanics. For the purpose of the incentive program, the year will be from December 1st to November 30th.

- a. Effective January 1, 2008, if a mechanic does not use any of his or her Personal Illness days or Family Illness days during the year, he or she will be given a payment of \$600 on the following December.
- b. Effective January 1, 2008, if a mechanic uses only one of his or her Personal Illness/Family Illness days during the year, he or she will be given a payment of \$400 on the following December.
- c. Effective January 1, 2008, if a mechanic uses two of his or her Personal Illness/Family Illness days during the year, he or she will be given a payment of \$200 on the following December.
- d. In order to be eligible for the incentive pay set out in a., b, and c. above, the mechanic must have been employed as of December 1st. If a mechanic is hired after December 1st, the incentive payment will be pro-rated on a percentage of the workdays after the mechanic was employed.
- e. For the purpose of the incentive program, a personal illness or family illness day will be when a mechanic is absent for three (3) or more hours. Absence of less than three (3) hours will be considered a half-day. Mechanics absent ½ day will receive \$500; 1-1/2 days, \$300; or 2-1/2 days, \$100.

Section 6. BEREAVEMENT

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" is defined as father, mother, brother, sister, spouse, child, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee.

Up to one (1) day's absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s) with or without pay may be granted by the Superintendent or designee.

Section 7. MILITARY LEAVE

A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service. This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 8. HEALTH LEAVE

Through Board of School Trustees' action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

Health Leave - Procedure

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- 1) After all other available benefit days have been exhausted, or*

- 2) *When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*
- 3) *Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 9. PERSONAL LEAVE

Mechanics are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

Personal Leave - Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Fall Recess, Thanksgiving, Winter Recess, Spring Break or Summer Break as defined by the school calendar unless the employee complies with the following procedure:

- a. *Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.*
- b. *The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.*

- c. *All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.*

Section 10. JURY AND WITNESS DUTY PAY

A. Jury Duty

All mechanics will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

B. Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 11. PARENTAL LEAVE

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year, and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 12. ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate

supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Section 12. HOLIDAYS AND VACATIONS

Definitions

As used in this policy, the term "school-year employee" means an employee who is employed on a school-year basis and works approximately one hundred seventy-five (175) or more days per year, and who has a regular workday of four (4) or more hours.

Holidays

A. Full-time classified employees shall be paid for the following holidays, when they occur on days which would have been worked if it were not for that special day, subject to the provisions below:

- New Year's - two days (see A-1.)
- Martin Luther King Jr. Day
- Presidents Day - two days (see A-4)
- Memorial Day
- Independence Day (see A-2)
- Labor Day
- Thanksgiving - two days (see A-3)
- Christmas - two days (see A-1)

1. During the winter break (when schools are closed) four (4) days will be allowed as follows:
 - a. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to approval of the immediate supervisor, select either but not both December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such request to the immediate supervisor no later than December 10.
 - b. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one of these days, in which case an alternate day will be determined.
2. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.
3. Thanksgiving Day and the day following will be paid holidays.
4. Presidents' Day and the Friday preceding will be paid holidays.
5. Holiday/Sunday Overtime: In the event a mechanic is required to work on a Sunday or on Thanksgiving Day, Christmas Day, or New Year's Day, the employee shall be paid at two (2) times his or her regular hourly rate of pay for each hour worked on such day(s). This pay shall be in addition to holiday pay.

Vacations

- A. A full-time employee who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided that no more than ten (10) vacation days may be accrued.
- B. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
- C. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for six consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.
- E. Full-time employees employed for twenty (20) or more consecutive years prior to December 31 are entitled to twenty-five working days vacation with pay during the next calendar year.
- F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.
- G. For purposes of computing an employee's number of years of service in the school corporation, a school-year employee who subsequently changes to full-time employee status will have the number of paid hours as a school year employee divided by 2080 to obtain the number of years of school corporation service to be used in determining the working days vacation which such full-time employee is entitled to receive under this policy.
- H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor. When vacation days have been requested and approved but are not able to be used due to administrative directive, an extension of up to three (3) months will be granted for the use of such day(s).
- I. Vacation days unused during the previous calendar year or as indicated in G, will be lost.

~~December 16, 2008~~ **November 25, 2014**

BUS DRIVERS' COMPENSATION PLAN

Section 1. BUS DRIVERS WAGE SCHEDULE

A. The Board of School Trustees hereby adopts the following wage schedule for bus drivers to become effective on January 1, 200915. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Step (Rates)	Elkhart Community Schools Experience as Bus Driver	Bus Driver Hourly Rate 2009 <u>15</u>
Probationary	0 – 63 Days	17.23 <u>17.49</u>
Base	64 days, but not more than 2 years	17.91 <u>18.18</u>
Advanced	Over 2 years, but not more than 5 years	18.88 <u>19.17</u>
Experienced	Over 5 years	19.73 <u>20.03</u>

Placement at the advanced rate will be determined by the driver's evaluation. All drivers will be evaluated annually by the Director of Transportation, or designee. The evaluation will be discussed with each driver individually. No benefits will be available unless the contracted route driver is under contract for four or more hours. In addition, a career increment will be paid as follows:

<u>Years Regularly Employed in Elkhart Community Schools</u>	<u>Hourly Increment</u>
5 or more, but less than 10	\$.20
10 or more, but less than 15	\$.30
15 or more, but less than 20	\$.50
20 or more	\$.70

B. Extra-Curricular Trips

For extracurricular trips, field trips, and other such trips other than the regular transporting of students to school from their place of residence and back to their place of residence from school each school day, a bus driver shall receive ~~\$11.25~~**12.50**/hour with a minimum trip pay of 2 hours for weekday trips and five (5) hours for holiday or weekend trips. Drivers will not be paid additional clean-up time for extra-curricular trips, but are expected to maintain bus cleanliness. When outdoor conditions occur during the activity which is the purpose of the trip, resulting in an unusual amount of clean-up (i.e. football or soccer in muddy conditions, etc.), the driver may apply for payment for the required clean-up time.

C. Unassigned Drivers:

Unassigned drivers will be paid at one of the above rates as determined by the Director of Transportation.

Unassigned drivers required to report to dispatch and wait for the assignment of a route shall be paid at the extra trip rate for any waiting time not covered by the two-hour minimum or the compensation for the route they are assigned to that day.

D. Driver Contracts

All drivers shall be provided a contract based on the rates listed above. The contract shall provide a minimum driving assignment of two (2) hours for morning routes, two (2) hours for afternoon routes, and two (2) hours for any route which is not an extension of either morning or afternoon routes. Any route regularly scheduled to run on Sundays or Board of School Trustees approved holidays, (e.g. for the visually or hearing impaired), shall be paid a three (3) hour minimum on those days. The contract shall provide a minimum driving assignment of four (4) hours per day for wages if drivers work both morning and afternoon. Effective July 1, 2006, in the event a driver's assigned route consists of three (3) separate runs in both the morning and the afternoon (i.e. secondary/elementary/elementary or secondary/ elementary/Head Start) the minimum for that route shall be three (3) hours in the morning and three (3) hours in the afternoon. (The foregoing shall not be applicable to mixed runs (i.e. high school/middle school). Letters of employment status indicating reasonable assurance of employment in the following year will be provided to all drivers in good standing at the conclusion of the school year. All routes shall be timed from departure from the bus garage until return to the bus garage. In emergency situations, such drivers may be required to make additional runs which can be completed within the time frame of the contract. Additional runs which cause extension beyond the normal assigned hours shall be reimbursed in accordance with the driver's normal hourly rate. In addition, each bus driver will be paid for thirty (30) minutes each day for clean-up, paper work, and service time.

E. Time Study

In the event of a significant difference between the driver's time study and the Transportation Department's timing for the route, the driver may appeal to the Director of Transportation or Assistant Director of Transportation to resolve this discrepancy. The decision of the Director of Transportation or Assistant Director of Transportation may be reviewed by the Executive Director of Personnel and Legal Services. The decision of the Executive Director of Personnel and Legal Services shall be final.

F. Work Schedule

Drivers will be required to report for duty two times in addition to all student attendance days. Drivers will be paid four (4) hours at their hourly rate for these days. These days will be scheduled as follows:

State Safety Meeting
Fall Training Session

Mandatory meetings, with the exception of contract signing where all drivers are required to attend, will be paid at their hourly rate.

Contract signing, mandatory meetings scheduled for smaller groups of drivers, and individuals for specific training and information sharing will be paid at the extra trip rate.

Drivers will receive a minimum of one hour pay for these meetings and meetings beyond a full hour will be paid in 15 minute increments.

G. Vehicle Clean-Up, Paperwork, and Spot Check:

Each bus driver will be paid 1/2 hour (.3 hours in the morning and .2 hours in the afternoon) for each working day for clean-up, service time, and paper work. Each driver is expected to keep his or her assigned vehicle in a good state of cleanliness at all times.

Uncleanliness on any one spot check by the Director of Transportation will be sufficient cause for the discontinuance of this payment for five (5) days. Normal accumulation from the day's route will be excluded. A second spot check showing lack of cleanliness will result in a suspension without pay of the driver for two (2) days. Further violations can be cause for termination.

H. Stopping Enroute or Layover:

Drivers will be allowed to stop enroute or on layover only for food, coffee, shopping, etc., with permission of the Transportation Office, as per established guidelines. (See attached.)

I. Drug/Alcohol Testing

Any driver required to be tested for the drug/alcohol program will receive one (1) hour's route pay at his/her current hourly rate. (This shall not include pre-employment testing.)

J. School Delays

In the event the start of the school day is delayed on account of weather conditions, drivers will receive one (1) hour's route pay for the delay.

K. Early Release

Drivers may be required to drive more than their regular number of routes so as to facilitate an early release of students to conduct parent-teacher conferences, or for other purposes. Drivers who are already assigned to drive a morning, mid-day, and afternoon route will be paid for their actual driving time, but not less than one (1) hour's route pay, for driving one of their routes early on an early release day. Drivers who are regularly assigned to drive only a morning and an afternoon route will receive two (2) hour's route pay for driving one of their routes early on an early release day.

L. Extra Trip Routes

Drivers who are assigned to an extra trip route (e.g. remediation, etc.) who are required by the Director of Transportation/Designee to pre-drive an extra trip route will receive two hours' extra trip pay to fulfill these responsibilities.

M. Special Route Responsibilities: Kindergarten

Drivers who are assigned to morning or afternoon routes which include kindergarten students are responsible for contacting the parents of each kindergarten student prior to the first day of kindergarten. Drivers on these morning and afternoon routes are expected to contact the parents of their kindergarten students and determine whether the students can be picked up at an existing stop or whether a new stop will be established. Drivers will be required to turn the necessary paperwork in to the Transportation Office for the kindergarten students on their route. Drivers will receive two (2) hours route pay for fulfilling these responsibilities.

N. Special Route Responsibilities: Special Needs Students and Other Mid-day Routes

Drivers who are assigned to a route transporting special needs students, or a mid-day route transporting students are responsible for driving and checking their routes, preparing their route book, and contacting parents prior to the first day of school. Drivers on these routes will receive two (2) hour's route pay for fulfilling these responsibilities.

When drivers are regularly required to drive a different bus for their mid-day route, and the bus has not already been pre-tripped, the driver will receive an additional 15 minutes per day to pre-trip, fuel and clean the bus.

O. Substitute Driver Contracts

A limited number of substitutes will be contracted substitute drivers. Pay will be only for days worked. Insurance and Public Employee Retirement Fund (PERF) will be available after successful completion of probation.

Section 2. BUS DRIVER ROUTES/BIDDING

A. Seniority List:

One seniority list, including all bus drivers, shall be maintained and updated. The driver's date of seniority will be determined by his/her first day on the payroll with Elkhart Community Schools with a valid CDL license and working in a bus driver classification. In the event more than one driver starts on the same day, meeting the above requirements, seniority will be determined by the date and time of application. Drivers employed prior to January 1, 2003, shall retain their seniority date assigned by Transportation on December 31, 2002. When a driver's employment is severed, the driver, should she/he be re-employed, will be placed at the bottom of the seniority list.

B. Bidding on routes and Equipment:

Bidding on routes will be determined by the Director of Transportation with seniority as the key factor. When a route opens, it will be posted within ten (10) working days. Only active drivers will be eligible to bid. Bids may be made for five (5) working days. The route will be assigned and posted within fifteen (15) working days. Drivers will only be allowed to change routes twice during a school year. If a route is discontinued while a driver is contracted, the driver will continue to be under contract at the appropriate pay rate and shall bid on all posted positions of comparable pay until he or she is the successful bidder. If routes are discontinued during the summer, the drivers will bid on the routes of drivers with the least seniority, and those drivers will be placed, according to their seniority, at the top of the substitute list. Any mid-day runs and the fall loop (which begins in August) are to be posted on May 1st or the next working day and are to stay up for five (5) working days. If the successful bidder does not return as an active driver in the fall, the mid-day run or loop will be awarded to the next bidder in line. Any driver absence, including those related to medical, family, and unpaid/excused reasons for a period extending beyond sixteen (16) work weeks, will result in that route being posted for bidding, and any mid-day route coming open as the result of this, will be offered to the next senior substitute driver.

C. Summer School and Mid-Day Routes:

Notice for bidding on summer school and mid-day routes is to be posted on May 1st, or the next working day, and is to stay up for (5) working days. Eligibility for routes will be based on seniority. Assignment of routes will be determined by the Director of Transportation. Drivers who are not awarded a mid-day route shall be placed on a list based on seniority and will be called to substitute. If a mid-day route opens during the school year, the eligible driver with the highest seniority will be awarded a route. Assignment will be determined by the Director of Transportation. Any route filled during the year will be considered open at the time of bidding. Drivers whose regular route is 6.0 hours or more will not be eligible to bid or drive as a substitute on mid-day routes. Drivers' who elected not to sign up for mid-day routes in May, will have the opportunity to sign up to work for the remainder of the school year as a substitute driver, by seniority and qualification, only on mid-day routes. A driver

with an excessive number of refusals may be removed from consideration. A driver who is removed from the list shall receive written notification of removal. Drivers who so qualify may sign up during the first five (5) working days in January. Substitute driving opportunities will be awarded based upon driver seniority.

Section 3. BUS DRIVERS FRINGE BENEFITS

A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Effective January 1, 2008~~15~~**15**, the Board will pay ~~\$5,000~~**5,500** (for single, **full-time** coverage), ~~or \$10,000~~**11,000** (for family, **full-time** coverage), **or \$11,275 (for family, full-time coverage, both employed)** of the premium cost of such group plan for all employees who work six or more hours per day. Effective January 1, 2008~~15~~**15**, the Board will pay ~~\$4,494~~**4,950** (for individual **single, half-time** coverage), ~~or \$8,963~~**9,900** (for ~~dependent family, half-time~~ coverage), **or \$10,560 (for family, half-time coverage, both employed)** of the premium cost of such plan for all employees who work between four and six hours per day. The employee may select one or the other plan provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board will contribute ninety percent (90%) of the premium cost of a group long-term disability insurance policy for employees who work thirty (30) or more hours per week.

C. Severance Benefits

Bus Drivers who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Executive Director of Personnel and Legal Services at least ten (10) working days prior to the last date of employment.

Resignation

Employees shall be paid for unused personal business leave in the current year of employment. Payment for unused personal leave shall be made at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave.

Retirement, Death, or Disability – The benefits listed below are in addition to those in Section 2-C.

For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age sixty (60) or older, and has ten (10) or more consecutive years; or who is age fifty-five (55) or older, and has fifteen (15) or more years of employment in the Elkhart Community Schools. Accumulated days of unused personal leave will be paid employees who retire, die or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate. Only the six months service requirement must be met

to be eligible for the disability or death benefit. In addition, beginning in 1982, at the maximum rate of two (2) days per year, accumulated days of unused sick leave will be paid as a part of this benefit. At the time of retirement, a Bus Driver shall receive pay for accumulated illness leave not to exceed two (2) days per year up to a maximum of thirty (30) days or forty-five percent (45 %) of accumulated illness leave, whichever is greater. In the event of the death of a Bus Driver, while in the active employ of Elkhart Community Schools, said payment should be made to the employee's beneficiary.

In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.

Change in Support Staff Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ.

Section 4. ABSENCES

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one (1) hour before the time the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 5. ILLNESS ABSENCES AND LEAVES

A. Personal and Family Illness Leave

Drivers working four (4) hours or more per day will be provided with the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave accumulative to one hundred sixty (160) days. For any driver who completes probation after January 1, one (1) day shall be provided for each full month of regular employment.

As used in this section, "immediate family" includes spouse, child, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, daughter-in-law, son-in-law, and any other member of the family unit who is regularly living in the same household as the employee. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

B. Extended Paid Illness Absence:

Each contract year, a driver shall be eligible, upon submission of a written application to the Transportation Office, for extended paid illness absence days according to the following:

1. Drivers will be eligible for additional extended absence days based upon the following formula. For each full year as a driver, up to five (5) days to a maximum of fifty (50) days for ten (10) years. Drivers may use paid or unpaid benefit days.
2. These days shall be provided, after a similar qualifying period of five (5) working days per year to a maximum of fifty (50) working days for ten (10) years, to any driver who has an extended illness absence for which medical verification acceptable to the employer is provided.
3. When an employee has a second extended illness absence, the qualifying factor will only be as great as five (5) times the number of full years which has elapsed since the previous extended illness absence, with a minimum of five (5) working days.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

C. Personal Illness Leave/Family Illness Leave/Unpaid Leave Incentive Plan

For the purpose of the incentive program, the year will be from January 1st to December 31st.

1. If a contracted route driver does not use any of his or her Personal Illness days, Family Illness days, or unpaid time during the year (excluding summer school), he or she will be given a payment of \$600 on the following January.
2. If a driver uses only one of his or her Personal Illness days, Family Illness days, or unpaid time during the year (excluding summer school), he or she will be given a payment of \$400 on the following January.
3. If a driver uses two of his or her Personal Illness days, Family Illness days, or unpaid time during the year (excluding summer school), he or she will be given a payment of \$200 on the following January.
4. In order to be eligible for the incentive pay set out in 1, 2, or 3, above, the driver must have been a contracted route driver as of December 1st. If a driver is hired after December 1st, the incentive payment will be pro-rated on a percentage of the workdays after the driver was employed.
5. For the purpose of the incentive program, a personal illness or family illness day will be when a driver is absent for three (3) or more hours. An absence of less than three (3) hours will be considered a half-day. Drivers absent ½ day will receive \$500, 1-1/2 days - \$300, or 2-1/2 days - \$100. Unpaid time will follow the same pattern (i.e. three (3) or more hours will be considered a day; less than three (3) hours will be considered a half-day).

D. Job-Related Injury

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be

governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 6. BEREAVEMENT

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" is defined as father, mother, brother, sister, spouse, child, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit, including step children, regularly living in the same household as the employee.

Up to one (1) day's absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s) with or without pay may be granted by the Superintendent or designee.

Section 7. MILITARY LEAVE

A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service. This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 8. HEALTH LEAVE

Through Board of School Trustees' action, regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

Health Leave – Procedure

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- 1) *After all other available benefit days have been exhausted, or*
- 2) *When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*
- 3) *Upon receipt of a request for placement on such leave by the Executive Director of Personnel and Legal Services from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 9. PERSONAL LEAVE

Drivers working four (4) hours or more per day will be provided with two (2) days of personal leave on January 1. Any driver completing probation before July will receive two (2) days and after July 1 will receive one (1) day.

Unused personal leave will accumulate for retirement.

Personal Leave – Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Fall Recess, Thanksgiving, Winter Recess, Spring Break or Summer Break as defined by the school calendar unless the employee complies with the following procedure:

- a. *Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.*
- b. *The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.*
- c. *All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event which prohibits the employee from attending to his or her assigned duties.*

Section 10. JURY AND WITNESS DUTY PAY

A. Jury Duty

All classified employees will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

B. Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 11. PARENTAL LEAVE

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Executive Director of Personnel and Legal Services. In the event the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Executive Director of Personnel and Legal Services is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year, and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 12. ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave, the employee must notify the Executive Director of Personnel and Legal Services and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date the child is physically turned over to the employee for the employee's care and legal custody.

Section 13. HOLIDAYS

Definition

As used in this policy, the term "school-year employee" means an employee who is employed on a school-year basis and works approximately one hundred seventy-five (175) or more days per year, and who has a regular workday of four (4) or more hours.

Holidays

School-year classified employees shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions below:

Martin Luther King, Jr. Day
Presidents Day and the Friday preceding (2 days)
Memorial Day
Labor Day
Thanksgiving Day and the day following (2 days)

Section 14. LABOR MANAGEMENT COMMITTEE

Labor Management Committee: The drivers' committee shall, upon request, have the right to meet on a monthly basis with the Supervisor of Transportation and, when necessary, the Executive Director of Personnel and Legal Services. The committee shall provide the Supervisor of Transportation an agenda of topics to be discussed two work days before meeting.

~~February 25, 2014~~ November 25, 2014

BUS HELPERS' COMPENSATION PLAN

Section 1. BUS HELPERS WAGE SCHEDULE

The Board of School Trustees hereby adopts the following wage schedule for bus helpers to become effective January 1, 200915.

In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Step	ESC Experience as a Bus Helper	Hourly Rate
1	0 days or more, but less than 64 days (probationary rate)	9.37 <u>9.51</u>
2	64 days or more, but less than 1 year	10.01 <u>10.16</u>
3	1 year or more, but less than 2 years	10.63 <u>10.79</u>
4	2 years or more, but less than 3 years	11.27 <u>11.44</u>
5	3 years or more	11.95 <u>12.13</u>

Bus helpers are primarily responsible for the safety of pupils while they are being transported to and from school

In the event a Bus Helper's assigned route consists of three (3) separate runs in both the morning and the afternoon (i.e. secondary/elementary/elementary or secondary/elementary/Head Start) the Bus Helper shall be entitled to a minimum of three (3) hours pay in the morning and three (3) hours pay in the afternoon. This shall not be applicable to mixed runs (for example: high school/middle school).

CAREER INCREMENT SCHEDULE

<u>Years Regularly Employed in Elkhart Community Schools</u>	<u>Hourly Increment</u>
5 or more, but less than 10	\$.20
10 or more, but less than 15	.30
15 or more, but less than 20	.50
20 or more	.70

Section 2. BUS HELPERS FRINGE BENEFITS

A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical

and life insurance program approved by the Board of School Trustees. Effective January 1, 2008~~15~~, the Board will pay \$5,000~~5,500~~ (for single, full-time coverage), ~~or~~ \$10,000~~11,000~~ (for family, full-time coverage), or \$11,275 (for family, full-time coverage, both employed) of the premium cost of such group plan for all employees who work six or more hours per day ~~a group hospitalization and major medical insurance plan, prescription drug and dental (where applicable) for all Bus Helpers who work between four and six hours per day.~~ Effective January 1, 2015, the Board will pay \$4,950 (for single, half-time coverage), \$9,900 (for family, half-time coverage), or \$10,560 (for family, half-time coverage, both employed) of the premium cost of such plan for all employees who work between four and six hours per day. The employee may select one or the other plan provided by the Board.

C. Severance Benefits

Bus Helpers who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of Personnel at least ten (10) working days prior to the last date of employment.

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment. Payment for unused personal leave and vacation shall be made at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave and unused vacation days.

2. Retirement, Death, or Disability - The benefits listed below are in addition to those in Section 3-C.

- a. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit.
- b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.
- c. Upon retirement, a bus helper who has ten (10) years or more of service and who is age fifty-five (55) or older is eligible to receive a payment equal to the greater of the following:
 - 1) One day's pay for each full year employed by the Elkhart Community Schools; or
 - 2) Forty percent (40%) of the unused illness absence leave that has been accumulated by the employee.
- d. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.

D. Change in Support Staff Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ

Section 3. ABSENCES

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 4. ILLNESS ABSENCES AND LEAVES

Personal Illness/Family Illness Leave

Regular school-year classified employees will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave.

Immediate family shall be interpreted as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, or any other members of the family unit living in the same household. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to one hundred twenty (120) work days. Use of accumulated sick leave by a school-year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

Job-Related Injury

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana

laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 5. BUS HELPERS PERSONAL ILLNESS/FAMILY ILLNESS INCENTIVE PLAN

1. If a Bus Helper does not use any of his or her Personal Illness Leave or Family Illness Leave days during the year (excluding summer school), he or she will receive a payment of \$600 on the following January.
2. If a Bus Helper uses only one of his or her Personal Illness Leave or Family Illness Leave days during the year (excluding Summer School), he or she will receive a payment of \$400 on the following January.
3. If a Bus Helper uses two of his or her Personal Illness Leave or Family Illness Leave days during the year (excluding summer school), he or she will receive a payment of \$200 on the following January.
4. In order to be eligible for the incentive pay set out in 1, 2, and 3, above, the Bus Helper must have been employed as of December 1st. If a Bus Helper is hired after December 1st, the incentive payment will be pro-rated on a percentage of the workdays after the Bus Helper was employed.
5. For the purpose of the incentive program, a personal illness or family illness day will be when a Bus Helper is absent for three (3) or more hours. An absence of less than three (3) hours will be considered a half day. Bus Helpers absent 1/2 day will receive \$500, 1-1/2 days - \$300, or 2-1/2 days - \$100.

Section 6. BEREAVEMENT

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" is defined as father, mother, brother, sister, spouse, child, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee.

Up to one (1) day's absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s) with or without pay may be granted by the Superintendent or designee.

Section 7. MILITARY LEAVE

A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service.

This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 8. HEALTH LEAVE

Through Board of School Trustees' action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

Health Leave - Procedure

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- 1) After all other available benefit days have been exhausted, or*
- 2) When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*
- 3) Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 9. PERSONAL LEAVE

Bus Helpers are entitled to the number of hours equal to two (2) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

Personal Leave - Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Fall Recess, Thanksgiving, Winter Recess, Spring Break or Summer Break as defined by the school calendar unless the employee complies with the following procedure:

- a. Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.*
- b. The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.*
- c. All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.*

Section 10. JURY AND WITNESS DUTY PAY

Jury Duty

All Bus Helpers will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be

granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 11. PARENTAL LEAVE

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year, and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 12. ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Section 13. HOLIDAYS AND VACATIONS

Definition

As used in this policy, the term "school-year employee" means an employee who is employed on a school-year basis and works approximately one hundred seventy-five (175) or more days per year, and who has a regular workday of four (4) or more hours.

Holidays

School-year classified employees shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions below:

Martin Luther King, Jr. Day
Presidents Day and the Friday preceding (2 days)
Memorial Day
Labor Day
Thanksgiving Day and the day following (2 days)

December 9, 2008 November 25, 2014

SUPPORT STAFF SALARY SCHEDULE
(Maintenance Personnel)

Proposed Revised Board Policy

The Board of School Trustees hereby adopts the following wage schedule for maintenance personnel to be effective January 1, 2009~~15~~. In addition, the (3%) three percent employee contribution to PERF will be paid by the Elkhart Community Schools.

	CLASSIFICATION	HOURLY WAGE RANGE (80 - 100%)
M-1	General Maintenance	18.90 – 23.72 <u>19.19 – 24.08</u>
M-3	Lead Plumber/HVAC	23.60 – 27.74 <u>23.96 – 28.16</u>
M-4	Lead Electrician	24.23 – 27.74 <u>24.60 – 28.16</u>
M-6	Lead Locksmith	22.19 – 26.00 <u>22.53 – 26.40</u>

Positions M-3 through M-6 may also have an additional person(s) in the classification whose range shall be 70% to approximately 90%, but in no case a salary higher than that of the lead person.

Range movement will be at the discretion of the Director of Building Services, but shall be at a rate which would move a person to the top of the range in a 3 to 5 year period, unless job performance merits a greater or lesser increase. Such performance shall be discussed with the employee when the increase is less than normal.

Any personnel in the maintenance department may be utilized in other areas of assignment on a temporary basis to effect an efficient operation of the school system as determined by the employer.

Uniforms issued in the calendar year in which the employee leaves the Elkhart Community Schools shall be returned to the Elkhart Community Schools. Upon request, up to three uniforms per year will be issued.

In addition, a career increment will be paid as follows:

<u>Years Regularly Employed in Elkhart Community Schools</u>	<u>Hourly Increment</u>
5 or more, but less than 10	\$.20
10 or more, but less than 15	\$.30
15 or more, but less than 20	\$.50
20 or more	\$.70

~~December 9, 2008~~ **November 25, 2014**

SECRETARIAL/BUSINESS COMPENSATION PLAN

Section 1. SECRETARIAL/BUSINESS WAGE SCHEDULE
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The Board of School Trustees hereby adopts the following wage schedule for secretaries commencing on January 1, 200915. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

		II	II.3	II.6	III	III.3	III.6	IV	IV.3	IV.6
1	0 – 63 days	10.85 <u>11.02</u>	11.03 <u>11.20</u>	11.25 <u>11.42</u>	11.44 <u>11.62</u>	11.72 <u>11.90</u>	12.03 <u>12.21</u>	12.32 <u>12.51</u>	12.77 <u>12.97</u>	13.20 <u>13.40</u>
2	64 days – 1 year	11.11 <u>11.28</u>	11.35 <u>11.52</u>	11.60 <u>11.78</u>	11.87 <u>12.05</u>	12.28 <u>12.47</u>	12.69 <u>12.88</u>	13.10 <u>13.30</u>	13.52 <u>13.73</u>	13.95 <u>14.16</u>
3	1 year plus	11.44 <u>11.62</u>	11.73 <u>11.91</u>	12.03 <u>12.21</u>	12.32 <u>12.51</u>	12.74 <u>12.93</u>	13.16 <u>13.36</u>	13.47 <u>13.68</u>	13.90 <u>14.11</u>	14.38 <u>14.60</u>
4	2 years plus	11.87 <u>12.05</u>	12.28 <u>12.47</u>	12.69 <u>12.88</u>	13.10 <u>13.30</u>	13.46 <u>13.67</u>	13.81 <u>14.02</u>	14.18 <u>14.40</u>	14.60 <u>14.82</u>	15.05 <u>15.28</u>
5	3 years plus	12.32 <u>12.51</u>	12.72 <u>12.91</u>	13.10 <u>13.30</u>	13.47 <u>13.68</u>	13.95 <u>14.16</u>	14.47 <u>14.69</u>	14.94 <u>15.17</u>	15.38 <u>15.62</u>	15.82 <u>16.06</u>
6	4 years plus	13.10 <u>13.30</u>	13.46 <u>13.67</u>	13.81 <u>14.02</u>	14.18 <u>14.40</u>	14.64 <u>14.86</u>	15.16 <u>15.39</u>	15.65 <u>15.89</u>	16.09 <u>16.34</u>	16.52 <u>16.77</u>
7	5 years plus	13.47 <u>13.68</u>	13.95 <u>14.16</u>	14.47 <u>14.69</u>	14.94 <u>15.17</u>	15.52 <u>15.76</u>	16.11 <u>16.36</u>	16.67 <u>16.93</u>	17.10 <u>17.36</u>	17.54 <u>17.81</u>

*subject to Sections B-1 and B-2 of this policy.

Those secretaries who work in the evening on a regular basis shall be paid an additional twenty-five cents (\$.25) per hour for evening hours.

Secretarial Classifications

The following job classifications will be in effect for the wage schedule listed above, subject to other sections of this policy:

A. Classifications

IV. Secretarial		Business	
Personnel (Certified)	Personnel (Classified)	Director of Student Services	Director of Career & Technical Ed.
High School Principal	Instruction & Learning	Certified Payroll	Classified Payroll
		Director of Business Operations	Insurance
		Director of Transportation	Mail Room/Duplicating
		<i>**(effective January 1, 2013)</i>	
III. Secretarial		Business	
C & I Secretary	EACC Director of Community Ed	EACC Principal	EACC Central Office/Guidance/Accounting
EACC – WVPE	Elementary Principal	High School Athletics/Student Activities	High School Vice-Principal
High School Registrar	Middle School Principals	LIFE Program	Building Services-Clerical Assistant
Student Services Secretary (5 positions)	Secretary/Personnel	Sr. Director of Data & Communications	Switch Board/Personnel Assistant
Library Services (CO)	*Federal Programs	Business Office/Purchasing	Cafeteria
		Payroll Assistant	Computer Operator/Bus Garage
		Building Services-Textbook Coordinator	Director of Food Services
II. Secretarial		Business	
Board of School Trustees Assistant	Adult & Community Ed. Data Entry	Office Assistants	High School Assistant Principal
High School Media Center	Middle School Assistant	EACC Supervisor of Career & Technical Education	EACC- Office
			PACE Program
			Teenage Parent Program
			Clerical Asst. / Food Service (MHS)
I. Secretarial		Business	

*Subject to reclassification if this position becomes funded from the General Fund.

- B. There will be an increase equal to the base increase for any secretary who by placement of the classifications listed in A of this section would receive less than the base increase raise.

1. Commencement of Employment

Upon a secretary's commencement of employment with the Elkhart Community Schools, such secretary may, at the discretion of the superintendent/authorized designee, be placed at any of the first six steps of the salary schedule. The secretary will serve a 63 calendar-day probationary period.

A secretary will proceed to the next step when she/he accumulates the time normally required to qualify for progression to the next step of the wage schedule, unless performance is such that the immediate supervisor recommends the step movement be withheld. This recommendation shall be made at the end of the probationary period of no more than eight weeks, nor fewer than six weeks, prior to the anniversary date of the secretary in question.

2. Transfer of Job Classification

At the discretion of the employer, a secretary may be assigned to fill another secretarial position vacancy without the need to post the vacancy, so long as both positions are within the same department, and both positions are in the same job classification. In the event that a secretary transfers from one job classification to another, the secretary will normally be placed on probation in the new position, but will continue to receive benefits. The provisions as written above shall be applicable except when a presently-employed secretary who is at the top step is transferred, and in that case the transferred secretary may be placed at her/his present step position by the Director of Personnel.

3. Reclassification of Positions

The administration retains the authority to reclassify positions when it determines that it is in the best interest of the corporation.

In addition, the Secretarial Negotiations Committee may, during their annual discussions with the administration, propose reclassification of secretarial positions.

4. Secretarial Career Increment Schedule

The amounts as listed will be added to the salary of any secretary whose years of employment in the Elkhart Community Schools would qualify for such.

<u>Years regularly employed in Elkhart Community Schools</u>	<u>Hourly Increment</u>
5 or more, but less than 10	\$.20
10 or more, but less than 15	.30
15 or more, but less than 20	.50
20 or more,	.70

Mentor Program

Any secretary who serves as a mentor shall be given a stipend of \$100 per calendar year. Mentors shall be assigned at the sole discretion of the Director of Personnel.

Section 2.	FRINGE BENEFITS
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Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

Insurance

Effective January 1, 2008~~15~~, the Board will pay \$~~5,000~~**5,500** (for single, full-time coverage), \$~~3,986~~**4,400** (single, half-time **coverage**), \$~~10,000~~**11,000** (for family, full time coverage), \$~~7,931~~**8,800** (family, half-time **coverage**), or \$~~10,232~~**11,275** (family, **full-time coverage**, both employed) of the premium cost of a group hospitalization and major medical insurance plan, prescription drug and life insurance for all secretaries. The employee may select one or the other plan provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board will contribute ninety percent (90%) of the premium cost of a group long-term disability insurance policy for employees who work thirty (30) or more hours per week.

Severance Benefits

Secretarial employees who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of Personnel at least ten (10) working days prior to the last day of employment.

A. Resignation

Employees shall be paid for unused personal business leave in the current year of employment. Vacation days earned in the current year shall also be paid to full-time employees. Payment for unused personal leave and vacation shall be made at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave and unused vacation days.

B. Retirement, Death, or Disability – The benefits listed below are in addition to those in Section A.

1. As used in this section, "retirement" shall be defined as resignation by a secretarial employee who is sixty (60) years of age or older, and has ten (10) or more consecutive years of employment; or who is fifty-five (55) years of age or older and has fifteen (15) or more consecutive years of employment; or who is fifty (50) years of age or older and has twenty (20) consecutive years of employment in the Elkhart Community Schools.
2. The Board will contribute \$3000 per year to be applied to the single or family plan insurance premium until age sixty-five (65) for each secretary, age sixty (60) or beyond, who retires with notice received in the office of the Superintendent three (3) months in advance. In the event of an

emergency, relief from the required three (3) month notice may be granted at the Superintendent's discretion.

In addition, for the secretary who has fifteen (15) years of experience, is age fifty-five (55), and has been participating in the group health and life insurance program for at least the last five (5) years, the employee, by paying one hundred percent (100%) of the annual premium until age sixty, and by paying \$1250 less than one hundred percent (100%) of the annual premium until age sixty-five (65), may continue in the group insurance plan until age sixty-five (65).

Also this benefit will be discontinued if the retired secretary becomes employed on a full-time school year or calendar year basis, or if through other employment qualifies for health insurance benefits. The employer reserves the right to request the employment status of the retired secretary.

3. A retiring secretary will be paid her or his daily rate multiplied times the number of years of service in the Elkhart Community Schools.
4. A maximum of thirty-five (35) accumulated days of unused personal leave will be paid to a secretarial employee who retires, dies or becomes totally permanently disabled while employed by the Elkhart Community Schools. Vacation days earned in the current year shall also be paid prior to retirement, or upon disability termination or death of the employee. In the event of death, the above benefit shall be paid to the decedent's estate.
5. In addition to the above benefits, the actual number of days of accumulated sick leave, not to exceed a maximum of twelve (12) days or forty-five percent (45%) of the accumulated sick leave days, whichever is greater, shall be paid to a secretarial employee at the time of retirement, or to the secretary's beneficiary in the event of the death of a secretary eligible for retirement.
6. During the month of January, any secretary who has perfect attendance, other than vacation, bereavement, or personal leave, shall be paid the sum of three hundred dollars (\$300) for each year. Any employee who is absent for any reason for five (5) or less days, other than vacation, bereavement, or personal leave days, shall be paid the sum of one hundred fifty dollars (\$150).

Change in Support Staff Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ

Section 3.

ABSENCES

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work, except for bus drivers, who should give at least one hour's notice. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at

the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 4

ABSENCES AND LEAVES

PERSONAL ILLNESS/FAMILY ILLNESS

Full-time Secretaries

Full-time secretaries will be allowed the number of hours equal to one workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of personal illness/family illness absence annually. Unused personal illness/family illness absence may accumulate to a total of the number of hours equal to two hundred ten (210) days as personal illness days.

School-year Secretaries

- A. Regular school-year secretaries will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave.
- B. Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to one hundred forty-five (145) workdays. Use of accumulated sick leave by a school-year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

All Secretaries

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

FAMILY ILLNESS LEAVE

- A. As used in this section, "immediate family" includes a secretary's spouse, child, step-child, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, daughter-in-law, son-in-law, and any other member of the family unit who is regularly living in the same household as the secretary. "Family unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.
- B. A secretary shall be entitled to the number of hours equal to two (2) paid days for family illness leave per calendar year, provided that such leave shall be for the sole purpose to care for a member of the secretary's immediate family who becomes seriously ill and requires both medical attention by a licensed physician and the care and attention of the secretary. Such medical attention provided may be requested to be verified by a licensed practicing physician. Unused family illness will accumulate as illness absence.

- C. When an emergency medical condition of an employee's immediate family necessitates personal care by the employee for an extended period of time (days), the employee may annually use five (5) or less days of personal illness to provide such care. This is in addition to family illness provisions already provided.

JOB-RELATED INJURY

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 5.	PERSONAL LEAVE
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Secretarial/Business staff members are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

SECRETARIAL/BUSINESS PERSONAL LEAVE- Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

For less than 12 month secretaries, except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Fall Recess, Thanksgiving, Winter Recess, Spring Break or Summer Break as defined by the school calendar unless the employee complies with the following procedure:

- a. *Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.*
- b. *The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.*

- c. *All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.*

For 12-month secretaries, personal business leave may be taken at any time upon the approval of the supervisor or authorized designee.

No personal leave will be granted for participation in any strike or work stoppage or other concerted action by an employee or employee group.

Section 6.	BEREAVEMENT
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Each regular classified employee shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" is defined as father, mother, step-parents, brother, sister, spouse, child, step-children, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee.

Up to one (1) day's absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s) with or without pay may be granted by the Superintendent or designee.

A secretary shall be entitled to up to one (1) paid day per year, to be taken in increments of no less than two hours for an absence, to attend the funeral of a close friend, upon the condition that the requested absence must not create a serious problem in the secretary's work setting.

Section 7.	MILITARY LEAVE
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A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service. This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 8.**HEALTH LEAVE**

Through Board of School Trustees' action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

SUPPORT STAFF HEALTH LEAVE – Procedure

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- 1. After all other available benefit days have been exhausted, or*
- 2. When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*
- 3. Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documents.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 9.**JURY AND WITNESS DUTY PAY****A. Jury Duty**

All secretaries will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty

check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

B. Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 10.	PARENTAL LEAVE
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A leave, without pay, may be granted to any expectant parent, upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year, and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 11.	ADOPTIVE LEAVE
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An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Section 12.	VACATIONS AND HOLIDAYS
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Definitions

A. As used in this policy, the term "full-time employee" means an employee who is employed on a twelve-month basis and who has a regular workday of four (4) or more hours.

- B. As used in this policy, the term "school-year employee" means an employee who is employed on a school-year basis and works approximately one hundred seventy-five (175) or more days per year, and who has a regular workday of four (4) or more hours.

Holidays

- A. Full-time employees shall be paid for the following holidays, when they occur on days which would have been worked if it were not for that special day, subject to the provisions below:

New Year's - two days	(see Sec. A.1.)
Martin Luther King Jr. Day	
Presidents Day - (2 days, but only one day may then be used at Independence Day)	(see Sec. A.4.)
Memorial Day	
Independence Day (2 days)	(see Sec. A.2.)
Labor Day	
Thanksgiving - two days	(see Sec. A.3.)
Christmas - two days	(see Sec. A.1.)

1. During the winter break (when schools are closed) four (4) days will be allowed as follows:
 - a. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to approval of the immediate supervisor, select either but not both December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such request to the immediate supervisor no later than December 10.
 - b. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one of these days, in which case an alternate day will be determined.
2. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.
3. Thanksgiving Day and the day following will be paid holidays.
4. Presidents' Day and the Friday preceding will be paid holidays subject to the employee election provision in Section A.

- B. School-year classified employees shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

Martin Luther King, Jr. Day	
Presidents Day - two days	(Presidents' Day and the preceding Friday)
Memorial Day	
Labor Day	
Thanksgiving Day - two days	(see Section A. 3.)

Vacations

- A. A full-time employee, who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided that no more than ten (10) vacation days may be accrued.
- B. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
- C. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for six consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.
- E. A full-time employee, who has, as of December 31 of each year, been employed by the Elkhart Community Schools for twenty (20) consecutive years, is entitled to twenty-five (25) working days vacation with pay during the next calendar year.
- F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.
- G. For purposes of computing an employee's number of years of service in the school corporation, a school-year employee who subsequently changes to full-time employee status will have the number of paid hours as a school year employee divided by 2080 to obtain the number of years of school corporation service to be used in determining the working days vacation which such full-time employee is entitled to receive under this policy.
- H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor. When vacation days for secretaries have been requested and approved but are not able to be used due to administrative directive, an extension of up to three (3) months will be granted for the use of such day(s).
- I. Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond.
- J. A school-year employee will not be entitled to any paid vacation days.

~~September 10, 2013~~ **November 25, 2014**

EXECUTIVE ASSISTANT COMPENSATION PLAN

Section 1 EXECUTIVE ASSISTANT SALARY SCHEDULE

The Board of School Trustees hereby adopts the following wage schedule for Executive Assistant positions, effective January 1, 200915. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Annual Base Salary Amount

Each year the Superintendent and/or his/her designee(s), and the Executive Assistants on this schedule shall meet and determine a recommendation to the Board regarding the annual base salary and policy changes affecting these staff members. The year shall be January 1 to December 31.

Salary Factor Range and Review

- A. Each Executive Assistant shall be assigned a salary factor range which shall serve as a range for salaries applicable to that given position. This salary factor range is intended to reflect the actual degree of responsibility in a particular assignment, as well as the expected minimal amount of time required to perform the responsibilities. Such salary factor range takes into account both qualitative and quantitative aspects of a particular assignment.

<u>Salary Factor Range*</u>	<u>Assignment</u>
.92 – 1.04	Executive Assistant to Superintendent of Schools
.91 – 1.03	Executive Assistant/Comptroller
.80 - .92	Executive Assistant to Assistant Superintendent for Business Affairs/Executive Director of Support Services
.80 - .92	Executive Assistant to Executive Director of Personnel and Legal Services/Board of School Trustees
.80 - .92	Executive Assistant/Personnel

Apply factor to base amount of \$~~51,635~~52,425

Upon an individual's assignment as an Executive Assistant, the Executive Director of Personnel and Legal Services, with input from the Superintendent and the staff member's immediate supervisor, shall:

1. determine "recognized" previous experience in the Elkhart Community Schools.
2. determine the staff member's placement on the salary factor range on the basis of previous experience in the Elkhart Community Schools and other experience and training.

- B. The placement on the salary factor range shall be reviewed annually by the immediate supervisor(s) of the Executive Assistant and any recommendation for change shall be submitted to the Superintendent for review and a final decision regarding range placement.
- C. Any Executive Assistant, acting in his or her own behalf, may appeal the established salary factor or the salary factor range. Such appeal shall first be made to the staff member's immediate supervisor(s). If said appeal results in an unsatisfactory decision to the appellant, then an appeal may be made to the Superintendent. The Superintendent's decision shall be final.

Section 2	INSURANCE
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A. Health

All Executive Assistants shall be provided a group hospitalization, major medical, dental and prescription drug insurance policy. Effective January 1, 2008~~15~~, the Board will pay \$5,000~~5,500~~ (for single, full-time coverage), \$10,000~~11,000~~ (for family, full-time coverage), **or \$11,275 (for family, full-time, both employed)** of the premium cost of such group plan.

B. Life

All Executive Assistants shall be provided a group term life insurance policy with a face value equal to the annual salary of each staff member rounded up to the next thousand dollars multiplied by two. The Board will pay ninety percent (90%) of the annual cost of the insurance.

The retiring Executive Assistants may participate in the group term life insurance policy through age seventy (70) (with the exception that such coverage shall not include accidental death or dismemberment) in a face amount as indicated in the preceding paragraph by paying one hundred percent of the group rate premium in excess of that provided in Section 4, Retirement Benefits, paragraph B, Life Insurance.

C. Disability

All Executive Assistants who qualify shall be provided a long-term disability insurance policy. Such policy will provide payment of not less than sixty-six and two-thirds (66-2/3) percent of salary after a waiting period of ninety (90) calendar days of disability. The Board will pay ninety percent (90%) of the annual cost of the insurance.

D. Liability - Automobile

The employer shall provide primary liability insurance coverage for Executive Assistants who drive school corporation automobiles while performing job duties and responsibilities and secondary liability insurance coverage for Executive Assistants who drive their personal automobiles while performing job duties and responsibilities. Such secondary coverage will begin above the minimum liability required by law or after the executive secretary's liability insurance limit has been reached, whichever is higher, and will extend to the maximum limit of insurance carried by the corporation.

Section 3

**DEFINITIONS AND ELIGIBILITY REQUIREMENTS FOR
RETIREMENT, SEVERANCE, DISABILITY AND DEATH BENEFITS**

A. Definitions

1. “Retirement” is defined as the mutually agreeable cessation of the employment relationship between an Executive Assistant and Elkhart Community Schools by such individual who had made written application for PERF benefits.
2. “Severance” is defined as the mutually agreeable cessation of the employment relationship between an Executive Assistant and Elkhart Community Schools.

B. Eligibility Requirements

1. Retirement

Any Executive Assistant who had 10 years or more of recognized service and has reached the age of fifty-five (55), or has 20 years or more of recognized service and has reached the age of fifty (50) years, and who is serving in such capacity at the time of retirement, will be eligible for retirement benefits provided the following conditions are met:

The staff member shall notify his or her supervisor in writing of his or her intent to retire no later than twelve (12) months before the effective date of such retirement. This notice may be waived by the Board.

2. Severance

Any Executive Assistant who has completed at least six (6) months of active employment with Elkhart Community Schools will be eligible for severance benefits if he or she submits a written resignation to the Director of Personnel which specifies the last date of employment and which is delivered to the Director of Personnel at least twenty (20) working days prior to the last day of employment.

3. Disability or Death Prior to Age 50 –

a. The staff member who becomes permanently disabled (physically or mentally) or dies prior to age fifty (50) and has met the ten (10) year requirement shall be paid severance benefits under this policy. Benefits will be paid at the time of disablement and in the case of death, benefits will be paid to the decedent’s estate or designated beneficiary.

b. Death - In addition to the severance benefits provided for in other sections of this policy, upon the death of the staff member, their estate or designated beneficiary shall receive an amount equal to the number of days of accumulated sick leave times the staff member’s daily salary.

The surviving unmarried dependent spouse of any Executive Assistant shall be entitled to participate in the basic group health insurance program through age seventy (70) by paying one hundred percent (100%) of the premium.

Section 4

RETIREMENT BENEFITS

A. Health Insurance

An Executive Assistant who retires from the Elkhart Community Schools and who satisfies the provisions of Section 3-B-1 of this policy may use the amounts held in his/her separate VEBA account, established pursuant to applicable resolutions adopted by the Board of School Trustees and this policy, to pay the full cost of health insurance offered by the Board to its employees provided the following conditions are met:

1. Immediately following retirement, the Executive Assistant and spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter
 - a. While the retired Executive Assistant and spouse, if any, remain enrolled in the health insurance plan, the retired Executive Assistant and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
 - b. Within ninety (90) days of the retirement date, the Executive Assistant has provided a written request to Elkhart Community Schools for continuing insurance coverage for the Executive Assistant and spouse, if any.
2. When a retired Executive Assistant becomes eligible for Medicare, the Executive Assistant's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired Executive Assistant's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with the applicable federal and state laws that establish an eligible Executive Assistant's right to continue health insurance for the Executive Assistant and spouse.

B. Life Insurance

The retiring staff member may participate in the group term life insurance policy through age seventy (70) (with the exception that such coverage shall not include accidental death or dismemberment) in an amount equal to the life insurance, as per Section 2-I-B, by paying one hundred percent (100%) of the group rate premium for life insurance in excess of that provided in the following schedule:

- | | | |
|----|--|----------------------|
| 1. | Period through age sixty-five (65) - | equal to last salary |
| 2. | Period age sixty-six (66) through seventy (70) - | \$10,000 |
| 3. | Beyond age seventy-one (71) - | - 0 - |

C. 401(a) Retirement Plan for Executive Assistants employed during the 2005-06 school term.

The Board of School Trustees shall establish a qualified 401(a) Retirement Plan for each Executive Assistant employed during the 2005-06 school term. An Executive Assistant must meet the requirements of Section 3-B-1 of this policy to be vested in the 401(a) Retirement Plan.

The 401(a) Retirement Plan's terms and conditions for administration of the Retirement Plan shall be as follows:

1. The amount calculated for each Executive Assistant will be invested in a separate account. There will be no co-mingling of accounts and each Executive Assistant may determine how his/her account shall be invested among the investment options made available by the investment vendor for this 401(a) Retirement Plan. In addition to the foregoing contribution, the Elkhart Community Schools will contribute one-half percent (.5%) of each Executive Assistant's monthly base salary effective with the commencement of the 2007-2008 school year.
2. Until such time that the Executive Assistant has properly retired from employment with Elkhart Community Schools by having given a proper written notice and actually retiring from employment, the Executive Assistant shall have no access to the assets held in his/her separate 401(a) Retirement Plan Account.
3. If an Administrator or Executive Assistant dies or severs employment before satisfaction of the vesting requirements set forth in this agreement, the terminated employee's 401(a) Retirement Plan account shall be forfeited. The forfeited amount shall be reallocated at the end of each plan year only among the remaining separate 401(a) Retirement Plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) Retirement Plan accounts of the following Administrators and Executive Assistants will not share in the reallocation of a forfeiture of a 401(a) Retirement Plan account:
 - a. Administrators and Executive Assistants who forfeited their 401(a) Retirement Plan accounts in the same year.
 - b. Administrators and Executive Assistants who previously forfeited their 401(a) Retirement Plan accounts.
 - c. Administrators and Executive Assistants who have attained the age of 59 and terminate employment in or before the year of reallocated forfeiture.

The 401(a) Retirement Plan accounts of Administrators and Executive Assistants who have attained the age of 59, but have not retired from employment with Elkhart Community Schools may share in the reallocated forfeitures, but on a reduced actuarial basis.

4. Following retirement and the satisfaction of the requirements set forth in this policy, a retired Executive Assistant may elect to commence distributions from his/her 401(a) Retirement Plan account. If an employee dies after having satisfied the requirement of this policy, the deceased Executive Assistant's 401(a) Retirement Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate, if no beneficiary has been made. At no time may a participant borrow from his/her 401(a) Retirement Plan account.

Section 5

SEVERANCE BENEFITS

The employer shall establish a qualified 401(a) Severance Plan for each Executive Assistant employed during the 2005-06 school term. The total sum of the amount calculated by Educational

Services Corporation as the present value of severance benefits calculated under the terms of this policy in effect on January 1, 2006, shall be contributed to each Executive Assistant's individual Severance Plan. In addition, to the foregoing contribution, the Elkhart Community Schools will contribute one-half percent (.5%) of each Executive Assistant's monthly base salary effective with the commencement of the 2005-06 school year.

An Executive Assistant must meet the requirements of Section 3-B-2 of this policy to be vested in the 401(a) Severance Plan.

The 401(a) Severance Plan's terms and conditions for administration of the 401(a) Severance Plan shall be as follows:

1. The amount calculated for each Executive Assistant will be invested in a separate account. There will be no co-mingling of accounts and each Executive Assistant may determine how his/her account shall be invested among the investment options made available by the investment vendor for this 401(a) Severance Plan.
2. Until such time that the Executive Assistant has properly severed employment by having given a proper written notice and actually severing employment, the Executive Assistant shall have no access to the assets held in his/her separate 401(a) Severance Plan account.
3. If an Administrator or Executive Assistant dies or severs employment before satisfaction of the vesting requirements set forth in this policy, the terminated Administrator or Executive Assistant's 401(a) Severance Plan shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the remaining separate 401(a) Severance Plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) Severance Plan accounts of the following Administrator and Executive Assistants will not share in the reallocation of a forfeiture of a 401(a) Severance Plan account.
 - a. Administrators and Executive Assistants who forfeited their 401(a) Severance Plan accounts in the same year.
 - b. Administrators and Executive Assistants who previously forfeited their 401(a) Severance Plans
 - c. Administrators Executive Assistants who have attained the age of 59 and terminate employment in or before the year of reallocated forfeitures.

The 401(a) Severance Plan accounts of Administrators and Executive Assistants who have attained the age of 59, but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

4. Amounts forfeited upon termination of employment because of failure to meet applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently re-hired or re-employed by the employer. Said individual shall be treated as a "new employee" and only be entitled to the benefits for Executive Assistants hired after July 1, 2006. However, if the Board approves a leave of absence for an Executive Assistant, such period of leave shall not result in a forfeiture, provided the Executive Assistant promptly returns to employment upon expiration of the period of leave.

5. Following severance and the satisfaction of the requirements set forth in this policy, the severed Executive Assistant may elect to commence distributions from his/her 401(a) Severance Plan account. If an Executive Assistant dies after having satisfied the vesting requirements of this policy, the deceased Executive Assistant's 401(a) Severance Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his/her 401(a) Severance Plan account.

Section 6	DISABILITY BENEFITS
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A. Health Insurance

1. A disabled staff member who is not otherwise eligible for retirement or severance, who severs employment as a result of his/her disability may participate in all or any part of the health insurance program (except long-term disability) until eligible for Medicare at the same cost as for other Executive Assistants.
2. Any future increase in health insurance premiums as a result of this benefit until eligible for Medicare will be calculated annually as a part of the staff member's fringe benefits.
3. This benefit will be discontinued if the disabled staff member becomes employed on a full-time or calendar year basis, or if through other employment qualifies for health insurance benefits. The Board reserves the right to request the employment status of the disabled staff member.

B. Life Insurance

The disabled staff member may participate in the group term life insurance policy through age seventy (70) (with the exception that such coverage shall not include accidental death and dismemberment) in an amount equal to the life insurance, as per Section 2-I-B, by paying one hundred percent (100%) of the group rate premium for life insurance in excess of that provided in the following schedule:

1.	Period through age sixty-five (65)	Equal to last salary
2.	Period age sixty-six (66) through seventy (70)	\$10,000
3.	Age seventy (71) and beyond	- 0 -

C. Financial Benefits

The staff member who qualifies for disability benefits will be given the following benefits:

1. Executive Assistants shall be compensated for (1) unused personal business days in the current year of employment, (2) unused vacation days in the current year of employment, and (3) unused vacation days from the previous year of employment.
2. One-half percent (.5%) of the highest salary received times the number of years of recognized service in Elkhart Community Schools prior to becoming an Executive Assistant, and

3. Two percent (2.0%) of the highest salary times the number of years employed as an Executive Assistant.

Section 7	DEATH BENEFITS
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A. Health Insurance

The surviving unmarried dependent spouse of any Executive Assistant shall be entitled to participate in the basic group health insurance program until eligible for Medicare by paying one hundred percent (100%) of the premium.

B. Financial Benefits

The estate of the Executive Assistant who qualifies will be given the following benefits:

1. One-half percent (.5%) of the highest salary received times the number of years employed in the Elkhart Community Schools prior to becoming an Executive Assistant, and;
2. Two percent (2.0%) of the highest salary times the number of years employed in an Executive Assistant. In addition, upon the death of the Executive Assistant, the estate or designated beneficiary shall receive an amount equal to the number of days of accumulated sick leave times the Executive Assistant's daily salary.

Section 8	401(a) PLAN (between August, 2001 and July 1, 2006)
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Effective the 2001-2002 school year, until July 1, 2006, Elkhart Community Schools will begin providing employer contribution into a 401(a) Plan for each Executive Assistant. Five hundred dollars (\$500) for each Executive Assistant will be contributed by March 31, 2002, and one-half percent (0.5%) of each employee's monthly base salary for 2002-2003 will be contributed monthly beginning in September of 2002 until July of 2006. Participants in the 401(a) Plan must have completed ten (10) years of continuous employment with Elkhart Community Schools in order to be vested in the 401(a) Plan.

Section 9	VEBA (VOLUNTARY EMPLOYEE BENEFIT ACCOUNT)
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- A. The Board of School Trustees has established a VEBA (Voluntary Employee Benefit Accounts) pursuant to § 501(c)(9) of the Internal Revenue Code. An Executive Assistant must meet the requirements of Section 3-B-1 and retire from employment with Elkhart Community Schools to be vested in the VEBA account.
- B. Executive Assistants first employed by Elkhart Community Schools on or after August 1, 2006, or re-employed after a break in service, shall be entitled to a contribution equal to two percent (2%) of each Executive Assistant's salary. This two percent (2%) contribution will be deposited into the VEBA account on a monthly basis as the base salary is paid.

The terms and conditions for the administration of said VEBA accounts shall be as follows:

1. The amount contributed for each Executive Assistant will be invested in a separate account. There will be no co-mingling of accounts and each Executive Assistant may determine how his/her account shall be invested among the investment options made available by the vendor for the VEBA.
2. Until such time that an Executive Assistant has retired and satisfied the eligibility requirements set forth in this policy, the Executive Assistant shall have no access to the assets held in his/her separate VEBA account.
3. If an Administrator or Executive Assistant retires or otherwise terminates employment before satisfaction of the requirements set forth in this policy, the terminated Administrator or Executive Assistant's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. Therefore, the VEBA accounts of the following Administrators and Executive Assistants will not share in the reallocation of a forfeiture of a VEBA account:
 - a. Administrators and Executive Assistants who forfeited their VEBA accounts in the same year,
 - b. Administrators and Executive assistants who previously forfeited their VEBA accounts; and
 - c. Administrators and Executive Assistants who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of Administrators and Executive Assistants who have attained the age of fifty-nine (59) but who have not terminated employment share in the reallocated forfeiture, but on a reduced actuarial basis.

4. Following retirement and the satisfaction of the requirements set forth in this policy, a retired Executive Assistant may use the amounts held in his/her separate VEBA account, for example, to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the Executive Assistant, spouse, and dependents. Furthermore, following the death of an Executive Assistant who had otherwise satisfied the requirements of this policy, any amounts remaining in the deceased administrator's VEBA account may continue to be used to pay these premiums and expenses of the Executive Assistant's spouse and dependents. At no time may the VEBA made loans to an employee, his/her spouse, or his/her dependents.
- C. Effective with the commencement of the 2006-2007 school year, the employer will contribute an amount equal to one and one-half percent (1-1/2%) of each Executive Assistant's base salary annually into an individual VEBA account on behalf of each Executive Assistant employed as of 1/1/2006. This annual one and one-half percent (1-1/2%) contribution will be deposited into the VEBA account on a monthly basis as the base salary is paid.
- D. In addition to the ongoing contributions described in paragraph C above, the Employer shall contribute to the VEBA account of each Executive Assistant employed during the 2005-2006 school term an amount representing the present value of the retiree health insurance benefits for Executive Assistants employed by Elkhart Community Schools as of 1/1/2006.

The terms and conditions for the administration of said VEBA accounts shall be as follows:

1. The amount calculated and/or contributed for each Executive Assistant will be invested in a separate account. There will be no co-mingling of accounts and each administrator may determine how his/her account shall be invested among the investment options made available by the vendor for the VEBA
2. Until such time that an Executive Assistant has retired and satisfied the eligibility requirements set forth in this policy, the employee shall have no access to the assets held in his/her separate VEBA account.
3. If an Administrator or Executive Assistant retires or otherwise terminates employment before satisfaction of the requirements set forth in this policy, the terminated Administrator or Executive Assistant's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account.
 - a. Administrators and Executive Assistants, who forfeited their VEBA accounts in the same year,
 - b. Administrators and Executive Assistants who previously forfeited their VEBA accounts, and
 - c. Administrators and Executive Assistants who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of Administrators and Executive Assistants who have attained the age of fifty-nine (59) but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

4. Following retirement and the satisfaction of the requirements set forth in this policy, a retired Executive Assistant may use the amounts held in his/her separate VEBA account to pay, for example, health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the Executive Assistant, spouse, and dependents. Furthermore, following the death of an Executive Assistant who had otherwise satisfied the requirements of this policy, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the Executive Assistant's spouse and dependents. At no time may the VEBA make loans to an Executive Assistant, his/her spouse, or his/her dependents.
- 5.

Section 10	PHYSICAL EXAMINATION AND REPORTS
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Executive Assistants may undergo a complete physical examination on a schedule established by the Superintendent, as detailed in Board Policy GCQE and Administrative Regulation GCQE.

Section 11**ABSENCES**

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an available benefit.

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 12**ILLNESS ABSENCE AND LEAVES****A. Personal Illness/Family Illness**

Executive Assistants will be allowed the number of hours equal to one workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of personal illness/family illness absence annually. Unused personal illness/family illness absence may accumulate to a total of the number of scheduled paid days in the current year as personal illness days.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

B. Family Illness

1. All Executive Assistants are allowed up to twenty (20) days' leave annually for illness in the immediate family, which is non-accumulative and independent of personal illness/family illness policies. Immediate family shall be defined as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, stepmother, stepfather, stepchildren, or any other member of the family unit living in the same household. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.
2. In the event a prolonged illness of a member of the immediate family occurs, the Superintendent may grant additional days.

C. Work-Related Injury

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the

designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 13

PERSONAL LEAVE

Executive Assistants are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

At the end of each calendar year, unused personal leave days shall be transferred to sick leave.

SUPPORT STAFF PERSONAL LEAVE- Procedures

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

Executive Assistants may take personal business leave at any time upon the approval of the supervisor or authorized designee.

Section 14

BEREAVEMENT LEAVE

Each Executive Assistant shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" is defined as father, mother, step-parents, brother, sister, spouse, child, step-children, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee.

Up to one (1) day's absence shall be granted without loss of compensation to attend the funeral of another relative. In addition, up to (1) day's absence shall be granted without loss of compensation to attend the funeral of a close friend.

When requested, additional bereavement day(s), with or without pay, may be granted by the Superintendent or designee.

Section 15**MILITARY LEAVE**

A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service. This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 16**HEALTH LEAVE**

Through Board of School Trustees' action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

SUPPORT STAFF HEALTH LEAVE - Procedure

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- 1) After all other available benefit days have been exhausted, or*
- 2) When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*
- 3) Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 17

JURY AND WITNESS DUTY PAY

Jury Duty

All Executive Assistants will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 18

PARENTAL LEAVE

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year, and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 19

ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid

adoptive leave the employee must notify the Director of Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Section 20	VACATIONS AND HOLIDAYS
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Vacations

Executive Assistants shall be eligible for fifteen (15) days of vacation each contract year, exclusive of weekends and holidays, at a time(s) approved by the staff member's immediate supervisor(s). Upon completion of five (5) years of employment with the Elkhart Community Schools as an Executive Assistant, or when previous employment provided relatively comparable or executive secretarial experience, an Executive Assistant shall be eligible for twenty-five (25) days of vacation each year.

Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond. Unused vacation days will not be cumulative after the expiration of the eighteen (18) month period and shall at that time be transferred to sick leave and be available for use as sick leave days, provided at no time may more than the number of hours equal to the number of scheduled workdays in the current year accumulate for use as sick leave.

Holidays

- A. Executive Assistants shall be paid for the following holidays:
1. New Years (2 days)
 2. Martin Luther King Jr. Day
 3. Presidents Day (2 days, but only one day may then be taken in A-5)
 4. Memorial Day
 5. Independence Day (2 days)
 6. Labor Day
 7. Thanksgiving Day
 8. Friday immediately following Thanksgiving Day
 9. Christmas (2 days)
 10. Specific dates for items A-1, 3, 5 & 9 must be approved by the immediate supervisor.
- B. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.

~~September 10, 2013~~ **November 25, 2014**

Proposed Revised Board Policy

PARAPROFESSIONAL COMPENSATION PLAN

The Board of School Trustees hereby adopts the following wage schedule for paraprofessionals to be effective January 1, 200915.

Section 1.	PARAPROFESSIONAL WAGE SCHEDULE
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A. No B.A. or B.S. Degree in Education

Step	ECS Experience as Paraprofessional	Hourly Rate	
		A	B
1	0 days or more, but less than 64 days (Probationary Rate)	9.35 <u>9.49</u>	8.85 <u>8.99</u>
2	64 days or more, but less than 1 year	9.47 <u>9.61</u>	9.18 <u>9.32</u>
3	1 year or more, but less than 2 years	9.93 <u>10.08</u>	9.66 <u>9.81</u>
4	2 years or more, but less than 3 years	10.44 <u>10.60</u>	10.13 <u>10.28</u>
5	3 years or more, but less than 4 years	10.92 <u>11.09</u>	10.59 <u>10.75</u>
6	4 years or more, but less than 5 years	11.33 <u>11.50</u>	10.99 <u>11.16</u>
7	5 years or more, but less than 6 years	11.83 <u>12.01</u>	11.46 <u>11.64</u>
8	6 years or more, but less than 7 years	12.27 <u>12.46</u>	11.91 <u>12.09</u>
9	7 years or more	12.77 <u>12.97</u>	12.40 <u>12.59</u>

B. B.A. or B.S. Degree in Education

Step	ECS Experience* as Paraprofessional <small>* subject to Sections 2-A-5 and 2-B-2</small>	Hourly Rate	
		A	B
1	0 days or more, but less than 64 days (Probationary Rate)	10.04 <u>10.19</u>	9.78 <u>9.93</u>
2	64 days or more, but less than 1 year	10.44 <u>10.60</u>	10.13 <u>10.28</u>
3	1 year or more, but less than 2 years	10.92 <u>11.09</u>	10.59 <u>10.75</u>
4	2 years or more, but less than 3 years	11.33 <u>11.50</u>	10.99 <u>11.16</u>
5	3 years or more, but less than 4 years	11.83 <u>12.01</u>	11.46 <u>11.64</u>
6	4 years or more, but less than 5 years	12.27 <u>12.46</u>	11.91 <u>12.09</u>
7	5 years or more	12.77 <u>12.97</u>	12.40 <u>12.59</u>

Key: Column A = Less than four hours/day employees
 Column B = Four or more hours/day employees (In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.)

Section 2.**EXPLANATION OF SCHEDULES****A. Paraprofessional with no B.A. or B.S. Degree**

1. An employee who does not possess by January 1 of each year a Bachelor of Arts or Bachelor of Science degree in education from an accredited four-year college or university shall be classified as a "paraprofessional" and shall be paid a wage in accordance with the Wage Schedule, pursuant to Section 1-A of this Policy.
2. Any paraprofessional with thirty (30) or more but less than ninety (90) semester hours credit as described in part 4 of this section shall be placed on Step 3 of the salary schedule after successful completion of probationary employment.
3. Any paraprofessional with ninety (90) or more semester hours credit as described in part 4 of this section shall be placed on Step 4 of the salary schedule after successful completion of probationary employment.
4. All semester credit hours must be a part of a regular college or university program leading to a B.A. or B.S. degree in education, and a letter of verification shall be submitted to the Director of Personnel for approval before credit towards experience is granted.
5. Verified experience as a teacher, substitute teacher, or educational aide will be evaluated to determine placement, but in no case will an employee be placed at Step 8 or higher.
6. No change in wage status due to earned credit hours shall be made at any time other than January 1 of each year.
7. Paraprofessionals employed on or before January 1, 1976, who possess a B.A. or B.S. college degree in a field other than educational shall be eligible for placement on Section 1-B, Paraprofessional Wage Schedule.

B. Paraprofessional with a B.A. or B.S. Degree

1. Upon completion of a Bachelor of Arts or Bachelor of Science degree in education, a paraprofessional shall be classified, beginning January 1 of the year following completion of said degree, as a "paraprofessional" and shall be paid a wage in accordance with the Paraprofessional Wage Schedule, pursuant to Section 1-B of this Policy.
2. Verified experience as a teacher, substitute teacher, or educational aide will be evaluated to determine placement, but in no case will an employee be placed at Step 6 or higher.

C. Paraprofessionals assigned to special education classrooms where custodial care and lifting are required shall be paid a differential of \$1.00 per hour over their existing rate.

D. Elementary library paraprofessionals and keyboarding instructional paraprofessionals shall be paid a differential of \$1.00 per hour over their existing rate.

E. Paraprofessional Career Increment Schedule

<u>Years regularly employed by Elkhart Community Schools</u>	<u>Amount of Hourly Career Increment</u>
5 or more, but less than 10	.20
10 or more, but less than 15	.30
15 or more, but less than 17	.40
17 or more, but less than 20	.50
20 or more	.60

Section 3. PARAPROFESSIONALS' FRINGE BENEFITS
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A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. The Board contribution is explained in each employee booklet, manual, agreement or contract. For Paraprofessionals, this program includes prescription drug insurance and dental insurance for all employees who elect to participate in the Board approved health insurance program. In addition to the liability insurance coverage for all employees, a medical professional liability policy is provided for employees in health-related positions.

Effective January 1, 2008~~15~~, the Board will pay \$5,000~~5,500~~ (for single, full-time coverage), \$3,989~~4,400~~ (for single, half-time coverage), \$10,000~~11,000~~ (for family, full-time coverage), \$7,931~~8,800~~ (for family, half-time coverage), or \$10,232~~11,275~~ (for family, full-time coverage, both employed) of the premium cost of such group plan.

C. Severance Benefits

Paraprofessionals who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of Personnel at least ten (10) working days prior to the last date of employment.

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave.

2. Retirement, Death, or Disability – The benefits listed below are in addition to those in Section 3-C.

- a. For purposes of this benefit, “retirement” shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools or who is age fifty-five (55) and has fifteen (15) or more consecutive years of employment in Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit.

The requirement for consecutive years of employment is modified only under the following conditions: If a paraprofessional leaves the employment of the Elkhart Community Schools for any reason and for any period of time and then return to employment with the Elkhart Community Schools, the years of service completed prior to this break in employment will be counted toward the years of employment requirement for severance benefits, but the employee must work two additional years beyond the total number required to normally reach the years of employment requirement. For example, if a paraprofessional works for the district for 8 years, leaves the district’s employment for one year and then returns to employment, he or she must work another four (4) years in order to meet the age 60 and 10 years of experience requirement, or nine (9) years in order to meet the age 55 and 15 years of experience requirement. In addition, there can only be one break in employment under this exception to the consecutive years of service requirement. If there is more than one break in service, the paraprofessional’s prior years of service will not be counted and the consecutive service requirement will apply.

- b. A maximum of thirty-five (35) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent’s estate.
- c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools’ group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.
- d. When retiring, a Paraprofessional may select one of the following benefits based upon the employee’s daily rate at the time of retirement:
 - 1) One day’s pay for each full year employed by the Elkhart Community Schools, or
 - 2) At least forty-five percent (45%) of the unused sick leave will be paid, in accordance with the provisions in the Paraprofessional employee booklet.

D. Change in Paraprofessionals Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ

Section 4.	ABSENCES
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When unable to report for work, it is the employee’s responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a

report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 5. PERSONAL ILLNESS/FAMILY ILLNESS ABSENCE

A. School-year Employees

1. Regular school-year classified employees will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave
2. Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to one hundred twenty (120) workdays. Use of accumulated sick leave by a school-year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

B. All Employees

1. The Elkhart Community Schools may request a doctor's approval to return to work following an illness.
2. An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two-thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 6 BEREAVEMENT

Each regular classified employee shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" is defined as father, mother, step-parents, brother, sister, spouse, child, step-children, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law,

son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee.

Up to one (1) day's absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s), with or without pay, may be granted by the Superintendent or designee.

Section 7.	MILITARY LEAVE
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A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service. This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 8.	HEALTH LEAVE
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Through Board of School Trustees' action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

Health Leave – Procedure

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- 1) After all available benefit days have been exhausted, or*
- 2) When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*

- 3) *Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 9.	PERSONAL LEAVE
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Regular classified employees are entitled to the number of hours equal to two (2) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

Personal Leave – Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Fall Recess, Thanksgiving, Winter Recess, Spring Break or Summer Break as defined by the school calendar unless the employee complies with the following procedure:

- a. *Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.*
- b. *The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.*
- c. *All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall*

be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.

Section 10. JURY AND WITNESS DUTY PAY

Jury Duty

All paraprofessionals will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 11. PARENTAL LEAVE

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year, and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 12. ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate

supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Section 13. PARAPROFESSIONALS' HOLIDAYS

A. Definitions

1. As used in this policy, the term "full-time employee" means an employee who is employed on a twelve-month basis and who has a regular workday of four (4) or more hours.
2. As used in this policy, the term "school-year employee" means an employee who is employed on a school-year basis and works approximately one hundred seventy-five (175) or more days per year, and who has a regular workday of four (4) or more hours.

B. Holidays

School-year classified employees shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

Martin Luther King, Jr. Day
Presidents Day – two days
Memorial Day
Labor Day
Thanksgiving Day – two days

~~July 9, 2013~~ November 25, 2014

TECHNICAL ASSISTANTS COMPENSATION PLAN

Section 1. TECHNICAL ASSISTANTS SALARY SCHEDULE

The Board of School Trustees hereby adopts the following wage schedule for Technical Assistants to be effective January 1, 2009~~15~~. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Step	ECS Experience* as Technical Assistant	Hourly Rate
1	0 days or more, but less than 64 days (probationary rate)	13.00 <u>13.20</u>
2	64 days or more, but less than 1 year	13.68 <u>13.89</u>
3	1 year or more, but less than 2 years	14.28 <u>14.50</u>
4	2 years or more, but less than 3 years	14.95 <u>15.18</u>
5	3 years or more	15.83 <u>16.07</u>

Career Increment Schedule

<u>Years Regularly Employed by or in the Elkhart Community</u>	<u>Amount of Hourly Career Increment</u>
5 or more, but less than 10	\$.20
10 or more, but less than 15	.30
15 or more, but less than 20	.40
20 or more, but less than 25	.50
25 or more	.60

*Step placement shall be determined on verified past experience, but in no case will any new employee be placed higher than Step 4 following the probationary employment period.

Additional Course Work Increment

A Technical Assistant who completes a 45 contact hour, pre-approved course related directly to his or her position and receives a final course grade of C+ or better in graded courses, will receive a 10¢ increase in hourly rate for each such approved course which is completed, up to a maximum of 30¢ per hour. The request must be submitted to the Director of Personnel in writing for his/her approval.

Section 2. FRINGE BENEFITS

A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Effective January 1, 2008~~15~~, the Board will pay ~~\$5,000~~**5,500** (for single, full-time coverage), ~~\$3,986~~**4,400** (~~for~~ single, half-time **coverage**), ~~\$10,000~~**11,000** (for family, full-time coverage), ~~\$7,934~~**8,800** (~~for~~ family, half-time **coverage**) or ~~\$10,232~~**11,275** (~~for~~ family, **full-time coverage**, both employed) of the premium cost of a group hospitalization and major medical insurance plan, prescription drug, dental (where applicable) and life insurance for all Technical Assistants. The employee may select one or the other plan provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board will contribute ninety percent (90%) of the premium cost of a group long-term disability insurance policy for employees who work thirty (30) or more hours per week.

C. Severance Benefits

Technical Assistants who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of Personnel at least ten (10) working days prior to the last date of employment.

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave.

2. Retirement, Death, or Disability - The benefits listed below are in addition to those in Section 2-C.

- a. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools or who is age fifty-five (55) and has fifteen (15) or more consecutive years of employment in Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit.
- b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.
- c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.

d. When retiring, a Technical Assistant who has ten (10) years of service and is at least fifty-five (55) years of age may select one of the following benefits based upon the employee's daily rate at the time of retirement:

- 1) Two days' pay for each full year employed by the Elkhart Community Schools.
- 2) At least forty percent (40%) of the unused sick leave will be paid, in accordance with the provisions in the Technical Assistants employee booklet.

D. Change in Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ

Section 3. ABSENCES

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 4. ILLNESS ABSENCES AND LEAVES

A. Personal Illness/Family Illness Absence

1. Full-Time Technical Assistants

Full-time Technical Assistants will be allowed the number of hours equal to one workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of illness absence annually. Unused personal illness/family illness absence may accumulate to a total of the number of hours equal to two hundred (200) days as personal illness days.

2. School-year Technical Assistants

- a. Regular school-year classified employees will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave.
- b. Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to one hundred twenty (120) workdays. Use of accumulated sick leave by a school-year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

B. Family Illness

The number of hours equal to two (2) workdays may be used for family illness in the immediate family, two (2) workdays may be used for either family illness in the immediate family or personal illness, and the balance may be used for personal illness.

As used in this section, "immediate family" includes spouse, child, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, daughter-in-law, son-in-law, and any other member of the family unit who is regularly living in the same household as the employee. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

C. Job-Related Injury

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 5.	BEREAVEMENT
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Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" is defined as father, mother, brother, sister, spouse, child, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee.

Up to one (1) day's absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s) with or without pay may be granted by the Superintendent or designee.

Section 6.	MILITARY LEAVE
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A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service. This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 7.	HEALTH LEAVE
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Through Board of School Trustees' action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

Health Leave - Administrative Regulation

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- 1) After all available benefit days have been exhausted, or*
- 2) When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*
- 3) Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 8.	PERSONAL LEAVE
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Full-time Technical Assistants who are employed on a twelve-month basis, and who work a regular workday of four (4) or more hours are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. School-year Technical Assistants who are employed on a school-year basis and who work a regular workday of four (4) or more hours are entitled to the number of hours equal to two (2) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

Personal Leave - Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Fall Recess, Thanksgiving, Winter Recess, Spring Break or Summer Break as defined by the school calendar unless the employee complies with the following procedure:

- a. Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.*
- b. The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.*
- c. All Emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.*

Section 9. JURY AND WITNESS DUTY PAY

A. Jury Duty

All Technical Assistants will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

B. Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 10. PARENTAL LEAVE

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 11. ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Section 12.

HOLIDAYS AND VACATIONS

Definitions

- A. As used in this policy, the term "full-time employee" means an employee who is employed on a twelve-month basis and who has a regular workday of four (4) or more hours.
- B. As used in this policy, the term "school-year employee" means an employee who is employed on a school-year basis and works approximately one hundred seventy-five (175) or more days per year, and who has a regular workday of four (4) or more hours.

Holidays

- A. Full-time Technical Assistants shall be paid for the following holidays, when they occur on days which would have been worked if it were not for that special day, subject to the provisions below:

New Year's - two days	(see Sec. A. 1.)
Martin Luther King Jr. Day	
Presidents Day - (2 days, but only one day may then be used at Independence Day)	(see Sec. A. 4.)
Memorial Day	
Independence Day (2 days)	(see Sec. A. 2.)
Labor Day	
Thanksgiving - two days	(see Sec. A. 3.)
Christmas - two days	(see Sec. A. 1.)

- 1. During the winter break (when schools are closed) four (4) days will be allowed as follows:
 - a. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to approval of the immediate supervisor, select either but not both December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such request to the immediate supervisor no later than December 10.
 - b. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one of these days, in which case an alternate day will be determined.
- 2. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.
- 3. Thanksgiving Day and the day following will be paid holidays.
- 4. Presidents' Day and the Friday preceding will be paid holidays subject to the employee election provision in Section A.

- B. Technical Assistants shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

- Martin Luther King, Jr. Day
- Presidents Day and the Friday preceding (2 days)
- Memorial Day
- Labor Day
- Thanksgiving Day and the following Friday (2 days)

Vacations

- A. A full-time employee who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided that no more than ten (10) vacation days may be accrued.
- B. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
- C. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for six consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.
- E. Years shall be considered “consecutive” so long as any interruption of service did not include other employment.
- F. For purposes of computing an employee’s number of years of service in the school corporation, a school-year employee who subsequently changes to full-time employee status will have the number of paid hours as a school year employee divided by 2080 to obtain the number of years of school corporation service to be used in determining the working days vacation which such full-time employee is entitled to receive under this policy.
- G. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor. When vacation days for an employee have been requested and approved but are not able to be used due to administrative directive, an extension of up to three (3) months will be granted for the use of such day(s).
- H. Vacation days unused during the previous calendar year or as indicated in G, will be lost.
- I. A school-year employee will not be entitled to any paid vacation days.

~~December 9, 2008~~ **November 25, 2014**

REGISTERED NURSES' COMPENSATION PLAN

Section 1. REGISTERED NURSES SALARY SCHEDULE

A. The Board of School Trustees hereby adopts the following wage schedule for those classified professional employees licensed as Registered Nurses to be effective January 1, 2009~~15~~. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Step	Experience* as Registered Nurse	Salary (Elementary Schools)	Salary (Middle School)	Salary (High School)
1	Less than 1 year	30,207 <u>30,669</u>	30,209 <u>30,671</u>	34,553 <u>35,082</u>
2	1 year to 3 years	30,994 <u>31,465</u>	30,990 <u>31,464</u>	35,450 <u>35,992</u>
3	3 years to 5 years	31,872 <u>32,360</u>	31,873 <u>32,361</u>	36,457 <u>37,015</u>
4	5 years to 7 years	32,498 <u>32,995</u>	32,497 <u>32,994</u>	37,172 <u>37,741</u>
5	7 years or more	32,772 <u>33,273</u>	32,770 <u>33,271</u>	37,487 <u>38,061</u>

*Step placement will be determined on verified past experience. In no case will any new employee be placed higher than Step 4. Experience with Elkhart Community Schools will be updated annually, effective on January 1.

CAREER INCREMENT SCHEDULE

<u>Years Regularly Employed in Elkhart Community Schools</u>	<u>Annual Increment</u>
5 or more, but less than 10	\$270.00
10 or more, but less than 15	400.00
15 or more, but less than 20	670.00
20 or more	935.00

B. SCHOOL NURSE CERTIFICATION INCENTIVE COMPENSATION

Upon submission of proof that a Registered Nurse has been given School Nurse's Certification by the National Board for Certification of Nurses, he/she will be moved up one step on the wage scale.

C. STIPEND

1. The registered nurse who is assigned the responsibility of ordering and maintaining supplies will be paid a stipend of \$500. The Director of Student Services and the Executive Director of Personnel and Legal Services shall develop a committee with the Nurses to determine additional stipends for registered nurses in addition to the present stipend for ordering and maintaining supplies.
2. The registered nurse who is assigned the responsibility of Health Coordinator will be paid a stipend of \$2,500.00.

Section 2. FRINGE BENEFITS

A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Effective January 1, 2008~~15~~, the Board will pay \$5,000~~5,500~~ (for single, full-time coverage), \$3,986~~4,400~~ (~~for~~ single, half-time coverage), \$10,000~~11,000~~ (for family, full-time coverage), \$7,931~~8,800~~ (~~for~~ family, half-time coverage), or \$10,232~~11,275~~ (~~for~~ family, full-time coverage, both employed) of the premium cost of such group plan. The employee may select one or the other plan provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board will contribute ninety percent (90%) of the premium cost of a group long-term disability insurance policy for employees who work thirty (30) or more hours per week.

C. Severance Benefits

Registered Nurses who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of Personnel at least ten (10) working days prior to the last date of employment.

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave.

2. Retirement, Death, or Disability – The benefits listed below are in addition to those in Section 2-C.

a. For purposes of this benefit, “retirement” shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit.

b. A maximum of thirty-five (35) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled

while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.

- c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.
- d. When retiring, a Registered Nurse who has ten (10) years of service and is at least fifty-five (55) years of age may select one of the following benefits based upon the employee's daily rate at the time of retirement:
 - 1) One day's pay for each full year employed by the Elkhart Community Schools.
 - 2) At least forty-five percent (45%) of the unused sick leave will be paid, in accordance with the provisions in the Registered Nurses employee booklet.

D. Change in Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ

Section 3. ABSENCES

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 4. PERSONAL ILLNESS/FAMILY ILLNESS ABSENCES AND LEAVES

A. Personal Illness/Family Illness Absence

Regular school-year classified employees will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave.

Any unused hours will accumulate as illness absence to a total of the number of hours equal to one hundred twenty (120) workdays. Use of accumulated sick leave by a school-year employee

terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

B. Family Illness

"Immediate family" shall be interpreted as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, or any other members of the family unit living in the same household. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

C. Job-Related Injury

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 5. BEREAVEMENT

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" is defined as father, mother, brother, sister, spouse, child, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee.

Up to one (1) day's absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s) with or without pay may be granted by the Superintendent or designee.

Section 6. MILITARY LEAVE

A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service. This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 7. HEALTH LEAVE

Through Board of School Trustees' action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

Health Leave – Administrative Regulation

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- 1) After all other available benefit days have been exhausted, or*
- 2) When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*
- 3) Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 8. PERSONAL LEAVE

Registered Nurses are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

Personal Leave – Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Fall Recess, Thanksgiving, Winter Recess, Spring Break or Summer Break as defined by the school calendar unless the employee complies with the following procedure:

- a. *Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.*
- b. *The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.*
- c. *All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.*

Section 9. JURY AND WITNESS DUTY PAY

A. Jury Duty

All Registered Nurses will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

B. Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a

deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 10. PARENTAL LEAVE

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 11. ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Section 12. HOLIDAYS

Registered Nurses shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

Martin Luther King, Jr. Day
Presidents Day and Friday preceding (2 days)
Memorial Day
Labor Day
Thanksgiving Day and Friday following (2 days)

Section 13. PAYMENT OF STATE LICENSING FEES

The Elkhart Community Schools will reimburse each Registered Nurse for the biennial licensing fee paid to the State of Indiana by the nurse.

September 9, 2014 November 25, 2014

SOCIAL WORKERS COMPENSATION PLAN

Section 1. SOCIAL WORKERS SALARY SCHEDULE

The Board of School Trustees hereby adopts the following salary schedule for social workers to be effective for the 200915 calendar year. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Step	ECS Experience* as Social Worker	Salary with Bachelors Degree	Salary with Masters Degree
1	Less than 1 year	28,373 <u>28,807</u>	31,121 <u>31,597</u>
2	1 year or more, but less than 3 years	29,743 <u>30,198</u>	32,491 <u>32,988</u>
3	3 years or more, but less than 5 years	31,121 <u>31,597</u>	34,016 <u>34,536</u>
4	5 years or more, but less than 7 years	32,491 <u>32,988</u>	35,397 <u>35,939</u>
5	7 years or more, but less than 9 years	34,016 <u>34,536</u>	36,766 <u>37,329</u>
6	9 years or more, but less than 11 years	35,397 <u>35,939</u>	38,133 <u>38,716</u>
7	11 years or more, but less than 13 years	36,766 <u>37,329</u>	39,511 <u>40,116</u>
8	13 years or more, but less than 15 years	38,133 <u>38,716</u>	40,343 <u>40,960</u>
9	15 years or more	39,511 <u>40,116</u>	41,722 <u>42,360</u>

- * 1. Each two years of verified related past experience will be credited as one year of ECS experience.
2. Experience with Elkhart Community Schools will be updated annually effective on January 1st.
3. Social workers will be assigned to work 189 days annually. In the event that a social worker is not permitted to work on a regularly scheduled work day on account of an emergency closing at his/her assigned school building, the social worker will make arrangements with his/her immediate supervisor to make up the work time missed.

Section 2. FRINGE BENEFITS

A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Effective January 1, 2008~~15~~, the Board will pay \$5,000~~5,500~~ (for single, full-time coverage), \$3,986~~4,400~~ (for single, half-time coverage), \$10,000~~11,000~~ (for family, full-time coverage), \$7,931~~8,800~~ (for family, half-time coverage), or \$10,232~~11,275~~ (for family, full-time coverage, both employed) of the premium cost of a group hospitalization and major medical insurance plan, prescription drug, dental (where applicable) and life insurance for all Social Workers. The employee may select one or the other plan provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board will contribute ninety percent (90%) of the premium cost of a group long-term disability insurance policy for employees who work thirty (30) or more hours per week.

C. Severance Benefits

Social Workers who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of Personnel at least ten (10) working days prior to the last date of employment.

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave.

2. Retirement, Death, or Disability – The benefits listed below are in addition to those in Section 2-C.

- a) For purposes of this benefit, “retirement” shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit.
- b) A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while

employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.

- c) In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.
- d) When retiring, a Social Worker who has ten (10) years of service and is at least fifty-five (55) years of age may select one of the following benefits based upon the employee's daily rate at the time of retirement:
 - 1) One day's pay for each full year employed by the Elkhart Community Schools.
 - 2) At least forty percent (40%) of the unused sick leave will be paid, in accordance with the provisions in the Social Workers employee booklet.

D. Change in Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ

Section 3. ABSENCES

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 4. PERSONAL ILLNESS/FAMILY ILLNESS ABSENCES AND LEAVES

A. Personal Illness/Family Illness Absence

Regular school-year classified employees will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave.

Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to one hundred twenty (120) workdays. Use of accumulated sick leave by a school-year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

B. Family Illness

Immediate family shall be interpreted as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, or any other members of the family unit living in the same household. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

C. Job-Related Injury

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 5. BEREAVEMENT

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" is defined as father, mother, brother, sister, spouse, child, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee.

Up to one (1) day's absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s) with or without pay may be granted by the Superintendent or designee.

Section 6. MILITARY LEAVE

A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service. This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 7. HEALTH LEAVE

Through Board of School Trustees' action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

Health Leave – Administrative Regulation

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- 1) After all other available benefit days have been exhausted, or*
- 2) When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*
- 3) Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 8. PERSONAL LEAVE

Social Workers are entitled to personal leave equivalent to the number of hours equal to three (3) regular work days without loss of pay each year. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

Personal Leave – Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

Personal Leave can be taken at any time upon the approval of the supervisor or authorized designee. No personal leave will be granted for participation in any strike or work stoppage or other concerted action by an employee or employee group.

Section 9. JURY AND WITNESS DUTY PAY

A. Jury Duty

All Social Workers will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

B. Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of

his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 10. PARENTAL LEAVE

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year, and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 11. ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Section 12. SOCIAL WORKERS HOLIDAYS

Social Workers shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

Martin Luther King, Jr. Day
Presidents Day and the preceding Friday (2 days)
Memorial Day
Labor Day
Thanksgiving Day and the following Friday (2 days)

December 9, 2008 November 25, 2014

EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN

Section 1. MISCELLANEOUS WAGE/SALARY SCHEDULE

The Board of School Trustees hereby adopts the following wage schedule for the positions below to be effective January 1, 200915. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	HOURLY WAGE RANGE
Assistant Supervisor of Transportation	21.90 – 27.05 <u>22.24 – 27.46</u>
Transportation Trainer/Dispatcher	18.25 – 21.32 <u>18.53 – 21.65</u>
Food Service Truck Driver	14.65 – 17.40 <u>14.87 – 17.67</u>
Food Service Receiving/Supply	14.65 – 17.40 <u>14.87 – 17.67</u>
<u>Evening Supervisor of Building Services</u>	<u>19.50 – 24.00</u>
Assistant Supervisor of Building Services	21.90 – 27.05
Supply Manager	14.46 – 17.42
Food Service Training Specialist	16.60 – 23.25 <u>16.85 – 23.61</u>
Food Service Bids & Commodity Coordinator	15.81 – 24.70 <u>16.05 – 25.08</u>
Child Care Coordinator	13.24 – 16.42 <u>13.44 – 16.67</u>
Transportation Route/Driver Coordinator	18.25 – 21.32 <u>18.53 – 21.65</u>
Adult/Community Education Non-Contract Teachers	31.43 *
Building Community Education Coordinator	25.50 – 31.88 <u>25.89 – 32.37</u>
Radio Station Staff Announcer	8.60 – 12.22 <u>8.73 – 12.41</u>
Radio Station Development Assistant	10.00 – 16.00 <u>10.15 – 16.24</u>
School Security Officer	21.66 <u>21.99</u>
Title I/Funded Pupil/Program/Parent Support Person	18.22 – 26.53 <u>18.50 – 26.94</u>
High School Parent/Community Liaison	18.22 – 26.53 <u>18.50 – 26.94</u>
<u>Evening Events Supervisor</u>	<u>14.00</u>
Asst. Site Coordinator - 21 st Century Community Learning Center	14.00
After-School Community Education Organized Activities Leader	14.00
After-School Community Education Organized Activities Assistant	9.39
Deaf/Hard of Hearing Educational Interpreter	15.00 – 28.00 <u>15.23 – 28.43</u>
Technology Support for Student Accounting and Program Evaluation	15.81 – 18.81 <u>16.05 – 19.10</u>

* Hourly rate based on .001 of the certified teacher's base salary

POSITION	YEARLY SALARY RANGE
Radio Station Manager	46,215 – 68,660 <u>46,922 – 69,710</u>
Radio Station Development Director	43,494 – 65,814 <u>44,159 – 66,821</u>
Radio Station Business Account Manager	34,328 – 64,719 <u>34,853 – 65,709</u>
Radio Station Program Director	34,328 – 52,814 <u>34,853 – 53,622</u>
Radio Station Senior Reporter and Assignment Editor	29,655 – 43,423 <u>30,109 – 44,087</u>
Radio Station Operations Manager	23,766 – 38,950 <u>24,130 – 39,546</u>
Radio Station Morning Edition Host	26,972 – 42,458 <u>27,385 – 43,108</u>
Radio Station Promotions Manager	27,743 – 41,278 <u>28,167 – 41,910</u>
Radio Station Membership Manager	30,766 – 43,586 <u>31,237 – 44,253</u>

Safe and Drug Free Schools Coordinator	24,036 — 28,043 24,404 – 28,472
Olweus Bullying Prevention Program Coordinator	39,694 — 53,703 40,301 – 54,525
Energy Education Specialist	54,940 — 74,399 55,781 – 75,537
Assistant Supervisor of Building Services	52,000 – 65,000
School Psychologist Intern	35,520
College and Career Readiness Advisor (Grant Funded)	35,000 — 40,000 35,536 – 40,612
21 st Century Community Learning Center Coordinator	2,500 (per semester)
Community Engagement Manager	28,000 28,428
Jr. ROTC Program Manager	50,000 50,765

An employee who is required to report to work to respond to an emergency outside of the employee's regular work hours will be paid for a minimum of two (2) hours.

Section 2. FRINGE BENEFITS

Placement shall be determined on verified past experience. Policies which are applicable to all other classified employees shall be applicable to these positions.

A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical, dental, prescription drugs and life insurance program approved by the Board of School Trustees. Effective January 1, 2008~~15~~, the Board will pay \$5,000~~5,500~~ (for single, full-time coverage), \$3,986~~4,400~~ (for single, half-time coverage), \$10,000~~11,000~~ (for family, full time coverage), \$7,931~~8,800~~ (for family, half-time coverage), or \$10,232~~11,275~~ (for family, full-time coverage, both employed) of the premium cost of such plan. The employee may select one or the other plan provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board will contribute ninety percent (90%) of the premium cost of a group long-term disability insurance policy for employees who work thirty (30) or more hours per week.

C. Severance Benefits

Employees in Miscellaneous Positions who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of Personnel at least ten (10) working days prior to the last date of employment.

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment. Vacation days earned in the current year shall also be paid to full-time

employees. Payment for unused personal leave and vacation shall be made at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave and unused vacation days.

2. Retirement, Death, or Disability – The benefits listed below are in addition to those in Section C-1.
 - a. For purposes of this benefit, “retirement” shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit.
 - b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. Vacation days earned in the current year shall also be paid prior to retirement, or upon disability termination or death of the employee. In the event of death, the benefit shall be paid to the decedent’s estate.
 - c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools’ group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.
 - d. A miscellaneous employee who retires at age fifty-five (55) or older with ten (10) or more consecutive years of service, or a miscellaneous employee who dies with ten (10) or more consecutive years of service is eligible to select one of the following benefits based upon the employee’s daily rate at the time of retirement:
 - 1) One day’s pay for each full year employed by the Elkhart Community Schools.
 - 2) At least forty-five (45%) of the unused sick leave will be paid, in accordance with the provisions in the miscellaneous employees’ booklet.In the case of the death of an eligible employee, this benefit will be paid to the employee’s beneficiary.
 - e. Any miscellaneous employee who has perfect attendance, other than vacation, bereavement, or personal leave, in any full year subsequent to January 1, 2006, shall be paid the sum of one hundred dollars (\$100) for each year at the time of retirement. Any employee who is absent for any reason for five (5) or less days, other than vacation, bereavement, or personal leave days, shall be paid the sum of fifty dollars (\$50) for each year at the time of retirement.

D. Change in Support Staff Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ

Section 3. ABSENCES

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours per day are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 4. PERSONAL ILLNESS/FAMILY ILLNESS ABSENCES AND LEAVES

Personal Illness/Family Illness Absence

As used in this section, "immediate family" includes spouse, child, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, daughter-in-law, son-in-law, and any other member of the family unit who is regularly living in the same household as the employee.

"Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

Full-time classified personnel will be allowed the number of hours equal to one workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of personal illness/family illness absence annually. Unused personal illness/family illness absence may accumulate to a total of the number of hours equal to two hundred (200) days as personal illness.

Regular school-year classified employees will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave.

Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to one hundred twenty (120) work days. Use of accumulated sick leave by a school-year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

Job-Related Injury Absence

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two thirds percent (66-2/3%) of the employee's average wage rate.

The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 5. BEREAVEMENT

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

“Immediate family” is defined as father, mother, brother, sister, spouse, child, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee.

Up to one (1) day's absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s) with or without pay may be granted by the Superintendent or designee.

Section 6. MILITARY LEAVE

A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service. This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 7. HEALTH LEAVE

Through Board of School Trustees' action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

Health Leave – Procedure

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FLMA Leave, and vacation benefits, may be placed on a health leave.

- 1) After all other available benefit days have been exhausted, or*
- 2) When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*
- 3) Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 8. PERSONAL LEAVE

Full-time classified personnel are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. Regular school-year classified employees are entitled to the number of hours equal to two (2) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

Personal Leave – Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence. Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Fall Recess, Thanksgiving, Winter Recess, Spring Break or Summer Break as defined by the school calendar unless the employee complies with the following procedure:

- a. Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.*

- b. *The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.*
- c. *All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.*

Section 9. JURY AND WITNESS DUTY PAY

A. Jury Duty

All Employees in Miscellaneous Positions will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

B. Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 10. PARENTAL LEAVE

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year, and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 11. ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Section 12. HOLIDAYS AND VACATIONS

Definitions

- A. As used in this policy, the term "full-time employee" means an employee who is employed on a twelve-month basis and who has a regular workday of four (4) or more hours.
- B. As used in this policy, the term "school year employee" means an employee who is employed on a school-year basis and works approximately one hundred seventy-five (175) or more days per year, and who has a regular workday of four (4) or more hours.

Holidays

- A. Full-time classified employees shall be paid for the following holidays, when they occur on days which would have been worked if it were not for that special day, subject to the provisions below:

New Year's - two days	(see A-1-a)
Martin Luther King Jr. Day	
Presidents Day - two days	(see A-4)
Memorial Day	
Independence Day	(see A-2)
Labor Day	
Thanksgiving - two days	(see A-3)
Christmas - two days	(see A-1-a)

- 1. During the winter break (when schools are closed) four (4) days will be allowed as follows:
 - a. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to approval of the immediate supervisor, select either but not both December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such request to the immediate supervisor no later than December 10.
 - b. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one of these days, in which case an alternate day will be determined.

2. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.
 3. Thanksgiving Day and the day following will be paid holidays.
 4. Presidents' Day and the Friday preceding will be paid holidays.
- B. School-year classified employees shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

Martin Luther King, Jr. Day
 Presidents' Day - two days (see Sec. 2. A. 4.)
 Memorial Day
 Labor Day
 Thanksgiving Day - two days (see Sec. 2. A. 3.)

Vacations

- A. A full-time employee who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided that no more than ten (10) vacation days may be accrued.
- B. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
- C. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for six consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.
- E. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for twenty (20) consecutive years, is entitled to twenty-five (25) working days vacation with pay during the next calendar year.
- F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.
- G. For purposes of computing an employee's number of years of service in the school corporation, a school-year employee who subsequently changes to full-time employee status will have the number of paid hours as a school year employee divided by 2080 to obtain the number of years of school corporation service to be used in determining the working days vacation which such full-time employee is entitled to receive under this policy.
- H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor. When vacation days have been requested and approved but are not

able to be used due to administrative directive, an extension of up to three (3) months will be granted for the use of such day(s).

- I. Vacation days unused during the previous calendar year or as indicated in G, will be lost.
- J. Only 12 month employees will be entitled to paid vacation days.

~~September 9, 2014~~ **November 25, 2014**

Proposed Revised Board Policy

THERAPIST’S COMPENSATION PLAN

Section 1. THERAPIST SALARY SCHEDULE

The Board of School Trustees hereby adopts the following wage schedule for those classified employees who are acting in a Therapist or Therapist Technician position to be effective January 1, 2009~~15~~¹⁵. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools

POSITION	YEARLY SALARY RANGE
Occupational Therapist	41,663 – 59,610 <u>42,300 – 60,522</u>
Occupational Therapist Assistant	39,901 – 48,425 <u>40,511 – 49,166</u>
Physical Therapist Assistant	39,901 – 48,425 <u>40,511 – 49,166</u>
POSITION	HOURLY WAGE
* Speech Pathologist, Speech Pathology Technician, Speech Therapist	\$25.48 25.87 ^{25.87} / hour (BS 0 rate : # of days worked (191) ÷ 7.3 hours / day)

*Speech Pathologists, Speech Pathology Technicians, and Speech Therapists will be eligible for additional hourly wage compensation according to the following Career Increment Schedule:

<u>Years Regularly Employed by or in the Elkhart Community Schools</u>	<u>Amount of Hourly Career Increment</u>
5 or more, but less than 10	\$.20
10 or more, but less than 15	.30
15 or more, but less than 20	.50
20 or more	.70

LICENSE RENEWAL

Elkhart Community Schools will reimburse Therapists for their bi-annual state license renewal fees following submission of evidence that said fee has been paid in a timely manner.

Section 2. FRINGE BENEFITS

A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical

and life insurance program approved by the Board of School Trustees. Effective January 1, 2008~~15~~, the Board will pay \$5,000~~5,500~~ (for single, full time coverage), \$3,986~~4,400~~ (for single, half-time coverage), \$10,000~~11,000~~ (for family, full-time coverage), \$7,931~~8,800~~ (for family, half-time coverage), or \$10,232~~11,275~~ (for family, full-time coverage, both employed) of the premium cost of a group hospitalization and major medical insurance plan, prescription drug and life insurance for all therapists. The employee may select one or the other plan provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board will contribute ninety percent (90%) of the premium cost of a group long-term disability insurance policy for employees who work thirty (30) or more hours per week.

C. Severance Benefits

Therapists who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of Personnel at least ten (10) working days prior to the last date of employment.

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave and unused vacation days.

2. Retirement, Death or Disability – The benefits listed below are in addition to those in Section 2-C-1.

- a. For purposes of this benefit, “retirement” shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit.
- b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.
- c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.
- d. When retiring, a therapist who has ten (10) years of service and is at least fifty-five (55) years of age may select one of the following benefits based upon the employee's daily rate at the time of retirement:
 - 1) One day's pay for each full year employed by the Elkhart Community Schools.
 - 2) At least forty-five percent (45%) of the unused sick leave will be paid, in accordance with the provisions in the therapist employee booklet.

D. Change in Therapists Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ

Section 3. ABSENCES

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 4. PERSONAL ILLNESS/FAMILY ILLNESS ABSENCES AND LEAVES

A. Personal Illness/Family Illness Absence

Regular school-year classified employees will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave.

Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to one hundred twenty (120) workdays. Use of accumulated sick leave by a school-year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

B. Family Illness

"Immediate family" is defined as father, mother, brother, sister, spouse, child, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

C. Job-Related Injury

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 5. BEREAVEMENT

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" is defined as father, mother, brother, sister, spouse, child, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

Up to one (1) day's absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s) with or without pay may be granted by the Superintendent or designee.

Section 6. MILITARY LEAVE

A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service. This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 7. HEALTH LEAVE

Through Board of School Trustees' action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee's own expense.

Health Leave – Administrative Regulation

An employee with at least one year's service, who has used all of his or her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- 1) After all other available benefit days have been exhausted, or*
- 2) When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or*
- 3) Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 8. PERSONAL LEAVE

Therapists are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

Personal Leave – Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee’s supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Fall Recess, Thanksgiving, Winter Recess, Spring Break or Summer Break as defined by the school calendar unless the employee complies with the following procedure:

- a. Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business for each personal business hour taken adjacent to the holiday or vacation period.*
- b. The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.*
- c. All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, “emergency” shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.*

Section 9. JURY AND WITNESS DUTY PAY

Jury Duty

All therapists will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 10. PARENTAL LEAVE

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 11. ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Section 12. HOLIDAYS

Therapists shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

Martin Luther King, Jr. Day
Presidents Day – two days
Memorial Day
Labor Day
Thanksgiving Day – two days

December 9, 2008 November 25, 2014

EMPLOYEES IN TECHNOLOGY SERVICES POSITIONS COMPENSATION PLAN

Section 1. TECHNOLOGY SERVICES WAGE/SALARY SCHEDULE

The Board of School Trustees hereby adopts the following wage schedule for the positions below to be effective ~~November 1, 2012~~ **January 1, 2015**. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	HOURLY WAGE RANGE
Support Technician (I)	14.42 – 24.04
Office Systems Support Technician (I)	14.42 – 18.00

POSITION	YEARLY SALARY RANGE
Network Engineer (V)	60,000 – 86,000 <u>89,000</u>
Technical Support Manager (IV)	60,000 – 80,000 <u>62,000 – 87,000</u>
Computer Systems Specialist (IV)	56,000 – 76,000
Office Systems Support Manager (III)	48,000 – 66,000 <u>67,000</u>
Database Administrator/Programmer (III)	44,545 – 68,107
Technical Support Specialist (III)	48,000 – 66,000 <u>67,000</u>
Advanced Support Technician (II)	42,000 – 60,000
Network Infrastructure Technician (II)	36,000 – 60,000
Programmer/Analyst (II)	42,000 – 60,000
Office Systems Support Specialist (II)	40,000 – 58,000
Digital Communications Specialist	35,000 – 55,000 <u>35,536 – 55,842</u>

Section 2. FRINGE BENEFITS

Placement shall be determined on verified past experience. Policies which are applicable to all other classified employees shall be applicable to these positions.

A. Income Protection and Annuities

The Elkhart Community Schools provides the opportunity for regular classified employees to purchase income protection and tax-sheltered annuities. This is done by specifications and through a company or broker approved by the Board of Schools Trustees of the Elkhart Community Schools.

B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee who is a member of the group hospitalization, major medical, dental, prescription drugs and life insurance program approved by the Board of School Trustees. Effective January 1, 2008~~15~~ **15**, the Board will pay ~~\$5,000~~ **5,500** (for single, full-time coverage), ~~\$3,986~~ **4,400** (for single, half-time coverage), ~~\$10,000~~ **11,000** (for family, full time coverage), ~~\$7,934~~ **8,800** (for family, half-time coverage), or ~~\$10,232~~ **11,275** (for family, full-time coverage, both employed) of the premium cost of such plan. The employee may select one or the other plan provided by the Board.

The amount of life insurance coverage is an amount equal to the employee's annual salary or wages rounded up to the next thousand dollars. The Board will contribute ninety percent (90%) of the premium cost of a group long-term disability insurance policy for employees who work thirty (30) or more hours per week.

C. Information Technology Skills/Certification Training

In order to properly serve our schools, Elkhart Community Schools must ensure that its technology service employees are professionally educated, trained and certified within the industry and with those products and services which the district provides. Throughout the term of employment, Elkhart Community Schools expects its technology service employees to undergo training on behalf of Elkhart Community Schools to advance their skills, to update or gain new certifications, and/or to remain current with industry developments.

Elkhart Community Schools will pay for the costs of training pursuant to the following requirements:

1. Training must be completed successfully. Training leading to certification must result in obtaining said certification.
2. The training must be approved in advance. Such training may be requested by technology service employees, or may be directed by the Director of Technology.
3. The "INFORMATION TECHNOLOGY SKILLS/CERTIFICATION TRAINING" request form must be prepared and submitted in advance of such training. Requested training will be subject to the approval of the Director of Technology.

In consideration for Elkhart Community Schools' agreement to pay for training costs, technology service employees requesting such training agree to repay Elkhart Community Schools for the costs of training on a pro-rated basis, rounded to the nearest month, in the event that the technology service employee leaves the employ of Elkhart Community Schools within two years following the completion of any such training. At the discretion of the Director of Technology, this requirement may be waived with consideration to whether the technology service employee is continuing his or her employment within an information technology field.

The Director of Technology shall develop the forms necessary for implementation of this section of Board Policy.

D. Severance Benefits

Technology Services Employees who have completed a minimum of six (6) months of active service with the Elkhart Community Schools will be eligible for the following benefits upon written resignation received by the Director of Personnel at least ten (10) working days prior to the last date of employment.

1. Resignation

Employees shall be paid for unused personal business leave in the current year of employment. Vacation days earned in the current year shall also be paid to full-time employees. Payment for unused personal leave and vacation shall be made at the rate of pay in effect at termination. The effective date of resignation shall be established to include use of all personal leave and unused vacation days.

2. Retirement, Death, or Disability – The benefits listed below are in addition to those in Section C-1.
- a. For purposes of this benefit, “retirement” shall be defined as resignation by an employee who at the time of retirement is age fifty-five (55) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit.
 - b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. Vacation days earned in the current year shall also be paid prior to retirement, or upon disability termination or death of the employee. In the event of death, the benefit shall be paid to the decedent’s estate.
 - c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools’ group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.
 - d. A Technology Services Employee who retires at age fifty-five (55) or older with ten (10) or more consecutive years of service, or a Technology Services Employee who dies with ten (10) or more consecutive years of service is eligible to select one of the following benefits based upon the employee’s daily rate at the time of retirement:
 - 1) One day’s pay for each full year employed by the Elkhart Community Schools.
 - 2) At least forty-five (45%) of the unused sick leave will be paid, in accordance with the provisions of this compensation plan.
- In the case of the death of an eligible employee, this benefit will be paid to the employee’s beneficiary.
- e. Any Technology Services Employee who has perfect attendance, other than vacation, bereavement, or personal leave, in any full year subsequent to January 1, 2006, shall be paid the sum of one hundred dollars (\$100) for each year at the time of retirement. Any employee who is absent for any reason for five (5) or less days, other than vacation, bereavement, or personal leave days, shall be paid the sum of fifty dollars (\$50) for each year at the time of retirement.

E. Change in Support Staff Classification

When any classified employee is employed in another classified employee group, all comparable benefits will remain in effect. Years of accrued service and accumulated benefit days will continue, subject to Board Policy GDJ

Technology Services Employees' Compensation Plan

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his or her immediate supervisor as soon as possible. This notice is to be given at least one-half (1/2) hour before the time that the employee regularly reports for work. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (No absence report is necessary on emergency closing days when pay is not to be received.)

All classified employees employed four (4) or more hours per day are entitled to certain illness and leave benefits. Absences for all classified personnel in addition to the days to which they are entitled shall be considered to be unexcused, except those for which prior approval has been granted. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Section 4. PERSONAL ILLNESS/FAMILY ILLNESS ABSENCES AND LEAVES

Personal Illness/Family Illness Absence

As used in this section, "immediate family" includes spouse, child, sister, brother, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, daughter-in-law, son-in-law, and any other member of the family unit who is regularly living in the same household as the employee.

"Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

Full-time classified personnel will be allowed the number of hours equal to one workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of personal illness/family illness absence annually. Unused personal illness/family illness absence may accumulate to a total of the number of hours equal to two hundred (200) days as personal illness.

The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

Job-Related Injury Absence

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

Section 5. BEREAVEMENT

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

“Immediate family” is defined as father, mother, brother, sister, spouse, child, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the family unit regularly living in the same household as the employee.

Up to one (1) day’s absence shall be granted without loss of compensation to attend the funeral of another relative.

When requested, additional bereavement day(s) with or without pay may be granted by the Superintendent or designee.

Section 6. MILITARY LEAVE

A leave of absence may be granted by the Board of School Trustees on the recommendation of the Superintendent to any regular employee who may be required or shall elect to enter the military service. This will permit the employee to return to take a comparable position after he or she receives an honorable discharge.

An employee who, as a reserve member of the armed forces of the United States or of the National Guard, is called on to receive temporary military training shall be entitled to temporary leave of absence not to exceed fifteen (15) days in any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay he/she shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Section 7. HEALTH LEAVE

Through Board of School Trustees’ action regular classified employees may be granted a health leave after one year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician’s statement.

The Board of School Trustees, after examining medical evidence, may place a regular employee on leave for health reasons if, in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.

Health leaves may be granted for a maximum period of one year. An employee shall be afforded the opportunity to continue participation in any insurance program in which he or she is enrolled. Such participation shall be at the employee’s own expense.

Health Leave – Procedure

An employee with at least one year’s service, who has used all of his or her personal illness, personal leave, FLMA Leave, and vacation benefits, may be placed on a health leave.

- 1) *After all other available benefit days have been exhausted, or*
- 2) *When a physician’s statement indicating inability to perform regular duties for an extended period of time has been provided, or*

- 3) *Upon receipt of a request for placement on such leave by the Director of Personnel from the appropriate administrator.*

Should the employee fail to provide a requested physician's statement within thirty days after he or she has used all benefits, it will be grounds for termination. In addition, the employer may require an employee to have an examination by a physician. The cost of any such examination will be paid by the employer.

In the event an employee is incapacitated, a family member or legal guardian may submit the request for health leave, and any required documentation.

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one year. After the employee has been on leave for a year, he or she will be eligible for re-employment when an opening for which he or she is qualified becomes available.

Section 8. PERSONAL LEAVE

Full-time classified personnel are entitled to the number of hours equal to three (3) workdays for absence for personal reasons during each calendar year without loss of pay. A personal leave request form shall be completed and submitted to the appropriate administrator to accompany the payroll report for the period in which the absence occurs.

Unused personal leave will accumulate for retirement.

Personal Leave – Procedure

Request for personal leave shall be made by completing the classified personal leave request form and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours in advance. In the event of an unforeseen emergency beyond the control of the employee, which makes it impossible to give the twenty-four (24) hours advance notice, the employee shall notify the employer as soon as reasonably possible. When such is the case, the written request shall be completed no later than the first day of return from the absence.

Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of Fall Recess, Thanksgiving, Winter Recess, Spring Break, or Summer Break as defined by the school calendar unless the employee complies with the following procedure:

- a. *Once every five (5) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two personal business hours for each personal business hour taken adjacent to the holiday or vacation period.*
- b. *The employee must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.*
- c. *All emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event that prohibits the employee from attending to his or her assigned duties.*

Section 9. JURY AND WITNESS DUTY PAY**A. Jury Duty**

All Technology Services Employees will be granted excused absence when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. When the employee has received her/his jury duty check, the check or copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

B. Witness Duty

In the event an employee is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the employee shall be granted absence to witness for the time during the working day which the employee is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer or any other school employer, unless the employer subpoenas the employee to testify.

Section 10. PARENTAL LEAVE

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Personnel. In the event that the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Personnel is notified of the pregnancy and thirty (30) days after the birth of the child. For employees who are not pregnant, the leave may be requested to begin any time within thirty (30) days of the date that the child is expected in the home. In cases of emergency the thirty (30) day notification period may be waived. Leaves may be requested for a period not to exceed one year, and are non-renewable.

The staff member shall return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. For the period of the leave, a staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance at the Business Office.

Section 11. ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than 6 years old shall be entitled to use family illness leave days to serve as the primary caregiver for the adoptive child. In order to be eligible for paid adoptive leave the employee must notify the Director of Personnel and the employee's immediate supervisor of the request for adoptive leave upon acceptance of the application for adoption. All such leaves shall commence on the date that the child is physically turned over to the employee for the employee's care and legal custody.

Section 12. HOLIDAYS AND VACATIONS

Definitions

As used in this policy, the term "full-time employee" means an employee who is employed on a twelve-month basis and who has a regular workday of four (4) or more hours.

Holidays

Full-time classified employees shall be paid for the following holidays, when they occur on days which would have been worked if it were not for that special day, subject to the provisions below:

New Year's - two days	(see A-1)
Martin Luther King Jr. Day	
Presidents Day - (two days, but only one day may then be used at Independence Day)	(see D)
Memorial Day	
Independence Day	(see B)
Labor Day	
Thanksgiving - two days	(see C)
Christmas - two days	(see A-1)

- A. During the winter break (when schools are closed) four (4) days will be allowed as follows:
1. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to approval of the immediate supervisor, select either but not both December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such request to the immediate supervisor no later than December 10.
 2. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one of these days, in which case an alternate day will be determined.
- B. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.
- C. Thanksgiving Day and the day following will be paid holidays.
- D. Presidents' Day and the Friday preceding will be paid holidays subject to the employee election provision outlined in the chart above.

Vacations

- A. A full-time employee who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided that no more than ten (10) vacation days may be accrued.

- B. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
- C. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for six consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.
- E. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for twenty (20) consecutive years, is entitled to twenty-five (25) working days vacation with pay during the next calendar year.
- F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.
- G. For purposes of computing an employee's number of years of service in the school corporation, a school-year employee who subsequently changes to full-time employee status will have the number of paid hours as a school year employee divided by 2080 to obtain the number of years of school corporation service to be used in determining the working days vacation which such full-time employee is entitled to receive under this policy.
- H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor. When vacation days have been requested and approved but are not able to be used due to administrative directive, an extension of up to three (3) months will be granted for the use of such day(s).
- I. Vacation days unused during the previous calendar year or as indicated in G, will be lost.
- J. Only 12 month employees will be entitled to paid vacation days.
- K. The superintendent's designee shall have the authority to place employees on the above-described schedule in such a way as to give credit for years of experience to employees whose prior employment was for a contractor which assigned that employee on a full time basis to the school district.

~~April 29, 2014~~ **November 25, 2014**



SCHOOL CALENDAR: JULY 2015 - JUNE 2016

JULY 2015

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2015

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2015

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2015

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2015

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER 2015

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August
 4 Full day pre-session for teachers - non-student day
 5 Full day pre-session for teachers - non-student day
 6 Students' first day - Full day all students

September
 7 Labor Day - All Schools Closed

October
 2 End of 1st grading period - all schools
 8 Parent/Teacher Conferences (for all students)
 19-23 Fall Recess - all schools closed

November
 25-27 Thanksgiving Recess - all schools closed

December
 18 End of 2nd grading period/1st semester - all schools
 21-Jan 1 Winter Recess - all schools closed

January
 4 School resumes after Winter Recess
 18 Martin Luther King Jr. Day - all schools closed

February
 3 No School - Emergency Make-up Day
 12-15 Presidents' Day Recess - all schools closed

March
 11 End of 3rd grading period - all schools
 16 P/T Conferences for elementary only (no school for elementary students, school in session for all secondary schools) ****may be used as emergency make-up day if necessary**
 25 No School - Emergency Make-up Day

April
 1 No School - Emergency Make-up Day
 4-8 Spring Recess - all schools closed
 14 Kindergarten Roundup - Elementary Schools

May
 9 No School - Emergency Make-up Day
 23 Memorial Day - all schools closed
 31 Last Day of School - full day for all students ******

June
 1 No School - Emergency Make-up Day (If necessary, this day will be the last day of school for all students) |

JANUARY 2016

S	M	T	W	T	F	S
						1
					2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2016

S	M	T	W	T	F	S
						1
			2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

MARCH 2016

S	M	T	W	T	F	S
						1
			2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2016

S	M	T	W	T	F	S
						1
					2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MAY 2016

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2016

S	M	T	W	T	F	S
						1
					2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Key:
underlined = Professional day for teachers (non-student day) S No School (may be used as emergency make-up day, if necessary)
 X School Out of Session (during the instructional school year) K Kindergarten Roundup
 ⊗ Parent/Teacher Conferences (no school for students) **** If necessary, additional emergency make-up days will be added at the end of the school year.**
 △ Parent/Teacher Conferences (no school for elementary, secondary schools in session)

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

Regular Board of School Trustees' Meetings
2014-2015

Regular meetings will be held at 7:00 p.m. in the J. C. Rice Educational Services Center, 2720 California Road, Elkhart, Indiana

July	8, 2014	January	13, 2015 - Woodland
July	22, 2014	January	27, 2015
August	12, 2014	February	10, 2015
August	26, 2014	February	24, 2015 - Hawthorne
September	9, 2014	March	10, 2015
September	23, 2014	March	24, 2015
October	14, 2014 - Tipton	April	14, 2015 - Roosevelt
October	28, 2014	April	28, 2015
November	11, 2014	May	12, 2015
November	25, 2014 – EACC	May	26, 2015 - Bristol
<u>December</u>	<u>5, 2014 7:00 a.m.</u>	June	9, 2015
December	9, 2014	June	23, 2015
December	16, 2014 7:00 a.m.		
<u>December</u>	<u>22, 2014 7:00 a.m.</u>		

Any changes to the regular meeting schedule will be determined by Board action and special notice of any variance in date, time, or location will be posted and mailed to persons who have requested the same.

Public Work Sessions
2014-2015

Public work sessions will be held at 7:00 a.m. in the J. C. Rice Educational Services Center, 2720 California Road, Elkhart.

July	15, 2014	January	20, 2015
August	19, 2014	February	17, 2015
September	30, 2014	March	17, 2015
October	21, 2014	April	21, 2015
November	18, 2014	May	19, 2015
December	16, 2014	June	16, 2015
<u>December</u>	<u>22, 2014</u>		

Approved by Board – September 9, 2014
Proposed Changes – November 25, 2014



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INSTRUCTION AND LEARNING
J.C. Rice Educational Services Center
Elkhart Community Schools
2720 California Road, Elkhart, IN 46514-1220
(574) 262-5559
(574) 262-5556 fax
www.elkhart.k12.in.us

November 11, 2014

Memorandum

Re: Notification of Grant Submission

To The Elkhart Board of School Trustees:

Monger Elementary School has written and will submit a grant for the Read Well Intervention through the Indiana Department of Education Early Learning Intervention Literacy Grant.

Monger is currently implementing Read Well as a reading intervention. The grant funds would provide an opportunity to expand the effective reading intervention to additional students. The intervention teachers, along with administrative support from Mrs. April Walker, the principal, have developed a grant application to submit to the Indiana Department of Education. The release of the grant opportunity on October 30, 2014 presented a short timeline for grant development and submission by the deadline of November 14, 2014. Due to the minimal time for grant development, the notification of grant submission is being delivered to the Board of School Trustees after the submission of the grant application.

Mrs. Walker has been in communication to ensure procedures for the School Board of Trustees are followed for notification of grant approval after submission of the grant application. I have been in communication with Mr. Dan Rice, Director of Technology, in regards to the technology needs in the event grant funds are awarded. Monger Elementary staff was limited in their ability to submit a request for grant approval based on the Indiana Department of Education timelines.

Please feel free to contact me with any additional questions.

Sincerely,

Kimberly Boynton

Director of Grant Development



Grant Approval Form

DATE:

11/11/2014

TO:

Dr. Robert Haworth, Superintendent
Board of School Trustees

FROM:

Kim Boynton

SCHOOL /ENTITY APPLYING:

Monger Elementary

RFA Read **YES** **NO**

NAME OF ADMINISTRATOR APPROVING APPLICATION:

April Walker

GRANT TITLE:

Indiana Literacy Early Intervention Grant

ENTITY APPLYING TO:

Indiana Department of Education

GRANT AMOUNT:

\$5,000

GRANT SUBMISSION DEADLINE:

11/14/2014

EXPLANATION OF GRANT:

Monger is currently implementing Read Well, a research-based K-3 reading curriculum that is scaffolded to meet the needs of students. The grant funds would provide an opportunity to expand the Read Well reading intervention. Read Well works to close the achievement gap by building critical thinking skills needed for successful reading and learning.

IF PART OF GRANT, NOTIFY:

DIRECTOR OF TECHNOLOGY

YES **N/A**

DATE

11/11/2014

DIRECTOR OF SAFETY AND SECURITY

YES **N/A**

DATE

DIRECTOR OF STUDENT SERVICES

YES **N/A**

DATE

DIRECTOR OF FOOD SERVICES

YES **N/A**

DATE

SUSTAINABILITY PLAN:

Continue to investigate additional ways to expand and continue implementation of Read Well through future grant funding opportunities.

WHERE/HOW WILL GRANT FUNDING BE UTILIZED:

Monger Elementary expansion of Read Well intervention program.

WHO WILL MONITOR GRANT COMPLIANCE AND COMPLETE REQUIRED REPORTS:

April Walker, Lori Reyes, Victoria Hays

BOARD: **APPROVED** **DENIED**

DATE OF BOARD APPROVAL



DATE:

11/10/2014

TO:

Dr. Robert Haworth, Superintendent
Board of School Trustees

FROM:

Kim Boynton

SCHOOL /ENTITY APPLYING:

Student Services

RFA Read **YES** **NO**

NAME OF ADMINISTRATOR APPROVING APPLICATION:

Tony England

GRANT TITLE:

PACERS Foundation Grant Bullying Prevention

ENTITY APPLYING TO:

PACERS Foundation

GRANT AMOUNT:

\$99,532

GRANT SUBMISSION DEADLINE:

Quarterly Review

EXPLANATION OF GRANT:

The grant would supplement funds received from the Safe Haven Bullying Prevention grant received in September 2014 to meet the requirements of school districts for Bullying Prevention training. The grant funds would provide opportunities for additional materials, training and data collection.

IF PART OF GRANT, NOTIFY:

DIRECTOR OF TECHNOLOGY

YES **N/A**

DATE

DIRECTOR OF SAFETY AND SECURITY

YES **N/A**

DATE

DIRECTOR OF STUDENT SERVICES

YES **N/A**

DATE

11/4/2014

DIRECTOR OF FOOD SERVICES

YES **N/A**

DATE

SUSTAINABILITY PLAN:

Bullying Prevention continues to have mandated requirements that are unfunded. Due to the unfunded mandate, continued focus on grants and sponsorships will be necessary to meet requirements.

WHERE/HOW WILL GRANT FUNDING BE UTILIZED:

District and building level bullying prevention training, materials and implementation.

WHO WILL MONITOR GRANT COMPLIANCE AND COMPLETE REQUIRED REPORTS:

Mary Yoder Holsopple and Tony England

BOARD: **APPROVED** **DENIED**

DATE OF BOARD APPROVAL



DATE:

11/4/2014

TO:

Dr. Robert Haworth, Superintendent
Board of School Trustees

FROM:

Kim Boynton

SCHOOL /ENTITY APPLYING:

Roosevelt STEAM Academy

RFA Read **YES** **NO**

NAME OF ADMINISTRATOR APPROVING APPLICATION:

Jeff Komins

GRANT TITLE:

Sow It Forward Grants for Food Gardens

ENTITY APPLYING TO:

International Kitchen Gardeners

GRANT AMOUNT:

\$500

GRANT SUBMISSION DEADLINE:

1/9/2015

EXPLANATION OF GRANT:

The grant would assist Roosevelt STEAM Academy with the creation of raised gardens planted, managed, and harvested by students attending the academy. The grant promotes the concept of "Sow It Forward" by requiring that the creation of the gardens assists families or the community in some way or the development of a plan to sow it forward with donations of seeds or plants to new or growing

IF PART OF GRANT, NOTIFY:

DIRECTOR OF TECHNOLOGY

YES **N/A**

DATE

DIRECTOR OF SAFETY AND SECURITY

YES **N/A**

DATE

DIRECTOR OF STUDENT SERVICES

YES **N/A**

DATE

DIRECTOR OF FOOD SERVICES

YES **N/A**

DATE

11/4/2014

SUSTAINABILITY PLAN:

Building and planting the gardens will initiate the sowing it forward process of growing fresh produce and sharing it with families and the community. Seeds from the initial plants can be used to sustain the garden planting and harvesting each year and potentially be shared with additional schools or community members.

WHERE/HOW WILL GRANT FUNDING BE UTILIZED:

Roosevelt Raised Garden Project

WHO WILL MONITOR GRANT COMPLIANCE AND COMPLETE REQUIRED REPORTS:

Jeff Komins

BOARD: **APPROVED** **DENIED**

DATE OF BOARD APPROVAL

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: November 21, 2014
 TO: Dr. Robert Haworth, Superintendent
 FROM: Dr. John Hill
 RE: **Conference Leave Requests
 November 25, 2014 - Board of School Trustees Meeting**

The following requests for excused absences are recommended for approval:

2014 - 2015 CONFERENCES	EXPENSES	SUBSTITUTE
<p>KIDS COUNT CONFERENCE</p> <p>This conference will provide information to help build and improve Elkhart Community Schools' after-school programs; especially in the areas of funding and students engagement.</p> <p>Indianapolis, IN December 1 - 3, 2014 (3 day's absence)</p> <p style="padding-left: 40px;">LORI REYES - MONGER (0-0) NINA SWARTZLANDER - MONGER (1-3)</p>	\$450.00	\$340.00
<p>2014 DIRECTOR MEETING: ALIGN, UNIFY, COLLABORATE</p> <p>This meeting will acquaint participants with the important changes for adult education included in the Workforce Innovation and Opportunity Act (WIOA) and highlight how these changes will likely shape Indiana's priorities.</p> <p>Indianapolis, IN December 5, 2014 (1 day's absence)</p> <p style="padding-left: 40px;">DEB WEAVER - ADULT EDUCATION (3-7)</p>	\$309.15	\$0.00
<p>FUNDAMENTALS WORKSHOP - INQUIRY INSTITUTE FOR SCIENCE</p> <p>In this five day workshop, participants will explore ways to support classroom teachers in moving from structured hands-on science with teacher prescribed directions to a more inquiry-based approach where students take more responsibility for their learning.</p> <p>San Francisco, CA (5 day's absence)</p> <p style="padding-left: 40px;">TESSA SUTTON - ROOSEVELT (1-1)</p>	\$1,300.00	\$0.00
<p>HOT RODDERS OF TOMORROW ENGINE CHALLENGE CHAMPIONSHIP</p> <p>An Elkhart Area Career Center team will be participating in this challenge. Each teammate will have an opportunity to win up to \$10,000 in scholarship</p> <p>Indianapolis, IN December 9 - 12, 2014 (4 day's absence)</p> <p style="padding-left: 40px;">ANGELA GORTNEY - EACC (0-0) RYAN GORTNEY - EACC (1-4)</p>	\$574.00	\$340.00

<p>INTRODUCTION TO RESTORATIVE PRACTICES</p> <p>This conference will focus on underlying concepts of restorative practices; effective strategies for managing behavior, teaching people to take responsibility for their actions, and engaging people in their own issues; as well as interactive experiences to enhance your understanding.</p> <p>Fort Wayne, IN</p> <p>December 12, 2014 (1 day's absence)</p> <p>JOYCE BILBREY - NORTH SIDE (0-0)</p>	\$150.00	\$85.00
FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)		
<p>ANNUAL FALL CONFERENCE PRESENTED BY INDIANA ASSOCIATION OF SCHOOL PSYCHOLOGISTS (IASP)</p> <p>This conference is an opportunity for professional development which will provide information regarding DSM-5: Diagnostic, Criteria, Assessment, and Treatment as well as topics on Cross Battery Assessments. All information learned will be shared with other psychologists during their monthly</p> <p>Indianapolis, IN</p> <p>November 13 - 14, 2014 (1 day's absence)</p> <p>LISA WARD - ROOSEVELT (0-0)</p>	\$100.00	\$0.00
<p>INDIANA SCHOOL SAFETY SPECIALIST ACADEMY</p> <p>This training is provided by the School Safety Specialist Academy and will count towards training required by the State for the School Safety Specialist Certification renewal.</p> <p>Indianapolis, IN</p> <p>November 18 - 19, 2014 (2 day's absence)</p> <p>MELISSA JENNETTE - BRISTOL (3-3)</p> <p>VALERIE PRILLER - BEARDSLEY (3-4)</p> <p>MARY TEETER - HAWTHORNE (1-3)</p> <p>APRIL WALKER - MONGER (1-1)</p>	\$1,940.04	\$0.00
<p>PRE-ADVANCED PLACEMENT WORKSHOPS</p> <p>These workshops are intended for middle and high school teachers who will learn to design laboratory experiences beyond the scientific method. Participants will incorporate inquiry-based techniques within their traditional lab settings to foster critical thinking in students.</p> <p>Indianapolis, IN</p> <p>November 24 - 25, 2014 (2 day's absence)</p> <p>MIKE CEBRA - WEST SIDE (0-0)</p> <p>MARK SCHROEDER - WEST SIDE (0-0)</p>	\$1,468.00	\$340.00
TOTAL	\$6,291.19	\$1,105.00

2014 YEAR-TO-DATE GENERAL FUNDS	\$32,652.70	\$4,965.00
2015 YEAR-TO-DATE GENERAL FUNDS	\$0.00	\$85.00
2014 YEAR-TO-DATE OTHER FUNDS	\$169,312.37	\$14,490.00
2014 YEAR-TO-DATE ADJUSTMENTS	(\$4,099.40)	\$0.00
2015 YEAR-TO-DATE OTHER FUNDS	\$3,917.20	\$0.00
2015 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
GRAND TOTAL	\$201,782.87	\$19,540.00

(Figures in parentheses are the number of conferences & the number of absence days previously approved for the current school yr.)



Date: November 25, 2014
To: Dr. Robert Haworth
From: Mr. W. Douglas Thorne
Subject: Personnel Recommendations

Certified

- a. **Consent Agreement** – We recommend the approval of a revised consent agreement regarding retention compensation and two regarding unpaid time.

- b. **Maternity Leave** – We recommend a maternity leave for the following employee:

Tara Pieters Begin: 12/18/14	West Side/Industrial Tech End: 1/28/15
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- c. **Change to Maternity Leave** – We recommend a change to a maternity leave for the following employee:

Malia Jaynes Begin: 9/16/14	Beck/Speech Pathologist End: 6/5/15
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Classified

- a. **New Employees** - We recommend regular employment for the following classified employees:

Samantha Avila Began: 9/17/14	Memorial/Cleveland/Food Service PE: 11/20/14
Dana Clark Began: 9/15/14	Eastwood/Paraprofessional PE: 11/18/14
Dreama Coleman Began: 9/2/14	Roosevelt/Paraprofessional PE: 11/5/14
Latoyna Coleman Began: 8/15/14	Hawthorne/Food Service PE: 11/10/14

Pamela Dennis Began: 9/2/14	North Side/Food Service PE: 11/5/14
Sherriann Gard Began: 9/11/14	Osolo/Paraprofessional PE: 11/14/14
Jalisa Gates Began: 9/2/14	Transportation/Bus Helper PE: 11/5/14
Leah Gregory Began: 9/8/14	Riverview/Paraprofessional PE: 11/11/14
Nakeyta Hardy Began: 8/14/14	Riverview/Secretary PE: 10/16/14
Bethanie Hartman Began: 9/9/14	Roosevelt/Paraprofessional PE: 11/11/14
Broc Hiatt Began: 5/13/14	Memorial/Food Svc/Sup Rec Dr PE: 11/20/14
Genney Jeffery Began: 9/16/14	Transportation/Bus Driver Unassigned PE: 11/19/14
Jessica Leng Began: 9/8/14	North Side/Food Service PE: 11/11/14
Karen Mackowiak Began: 9/15/14	Osolo/Paraprofessional PE: 11/18/14
David Peete Began: 9/15/14	Memorial/Custodian PE: 11/17/14
Demetrius Pegues Began: 9/15/14	Tipton/Paraprofessional PE: 11/18/14
Sarah Sanders Began: 8/18/14	Riverview/Eastwood/Food Service PE: 11/18/14
Lucas Shirey Began: 9/2/14	Hawthorne/Custodian PE: 11/5/14
Danielle Smith Began: 9/10/14	Transportation/Bus Helper PE: 11/13/14
Sheryl Tavernier Began: 9/2/14	Transportation/Bus Helper PE: 11/5/14
Sondia Tolbert Began: 9/2/14	Transportation/Bus Helper PE: 11/5/14
Adrienne Williams Began: 9/10/14	EACC/College & Career Readiness PE: 11/13/14

a. Resignation – We report the resignation of the following classified employees:

Judy Bass Began: 10/30/95	Central/Food Service Resign: 11/28/14
Blanton Beathea Began: 9/10/10	North Side/Paraprofessional Resign: 11/21/14
Kyseidra Jackson Began: 8/19/13	Osolo/Paraprofessional Resign: 11/12/14
Carmen Macon Began: 8/26/02	Central/Technical Assistant Resign: 12/1/14
Carla Moore Began: 9/16/13	Hawthorne/Paraprofessional Resign: 11/7/14
Dana Oberg Began: 3/17/14	Monger/Registered Nurse Resign: 11/21/14
Amy Peterson Began: 8/25/04	Feeser/Paraprofessional Resign: 12/19/14
Connie Swearingin Began: 3/17/14	Transportation/Bus Driver Resign: 11/21/14

b. Voluntary Leave - We recommend a voluntary leave for the following classified employee:

Nancy Rodman Begin: 4/13/15	EACC/Paraprofessional End: 6/4/15
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