

AGENDA FOR  
BOARD OF SCHOOL TRUSTEES  
REGULAR MEETING

Elkhart Community Schools  
Elkhart, Indiana

December 8, 2015

CALENDAR

Dec 8	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Dec 8	Immediately following	Executive Session, J.C. Rice Educational Services Center
Dec 8	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Dec 21	7:00 a.m.	Regular Board Meeting/Public Work Session, J.C. Rice Educational Services Center
Jan 12	5:30 p.m.	Regular Board Meeting, Osolo Elementary School

\*\*\*\*\*

- 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 Elkhart Community Schools.
- E. STUDENT RECOGNITION

Senior Members of Memorial High School Girls Volleyball Team  
Senior Members of Memorial High School Boys Soccer Team

- F. MINUTES  
November 24, 2015 – Public Work Session  
November 24, 2015 – Regular Board Meeting

- G. TREASURER'S REPORT

Consideration of Claims

Fundraisers - The Business Office recommends Board approval of proposed school fundraisers in accordance with Board Policy.

- H. UNFINISHED BUSINESS

Board Policy GCBE – The administration presents proposed revisions to Board Policy GCBE, Professional Staff Vacations and Holidays, as initially presented at the Board's November 10<sup>th</sup> regular meeting and tabled at the November 24<sup>th</sup> regular meeting.

I. NEW BUSINESS

Communication & Data Department Update

Student Services Department Update

Instructional Leadership Department Update

Grant Approval – The administration recommends approval for the submission of the following grant applications to:

Early Learning Indiana for an Early Childhood Expansion Grant from ECS.

HOSA Future Health Professionals for a Careers Promotion and Preparation Grant from the Elkhart Area Career Center.

FSSA Office of Early Childhood and Out School Learning for an Early Education Matching Grant from ECS.

Indiana Department of Education (IDOE) Division of School and Community Nutrition for a 2015 National School Lunch Program Equipment Assistant Grant from ECS.

IDOE for a Math Science Partnership 3 Year Grant from ECS with ETHOS.

2016–2017 School Calendar – The administration presents the 2016-2017 School Calendar for initial consideration.

Custodial Agreement – The administration recommends Board approval of the proposed new Agreement with the American Federation of State, County, and Municipal Employees (AFL-CIO, Local #2925) for the period of January 1, 2016 through December 31, 2018.

Board Policies - Compensation – The administration presents proposed revisions to the following Board Policies and asks to waive 2<sup>nd</sup> 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

Board Policy GDG – The administration presents proposed revisions to Board Policy GDG, Support Staff Probation, Evaluation, and Eligibility For Benefits, for initial consideration.

Overnight Trip Requests – The administration seeks Board approval of overnight trip requests.

J. PERSONNEL

Conference Leaves - The administration recommends approval of conference leave requests in accordance with Board Policy.

Conference Leaves for Carl D. Perkins Grant – The administration recommends approval of conference leave requests in accordance with Board Policy.

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

K. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

L. ADJOURNMENT



ELKHART AREA CAREER CENTER

\*\*\*\*\*

**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: DR. ROBERT HAWORTH**  
**BOARD OF SCHOOL TRUSTEES**

**FROM: DR. DAVID BENAK** *DRB*

**DATE: DECEMBER 3, 2015**

---

**RE: DONATION APPROVAL - EACC**

---

The Middlebury American Legion Riders donated \$525.00 to be used to purchase a tool box for the automotive technology services department at the Elkhart Area Career Center.

Marty Hostetler, automotive technology services instructor, reports that the purchase of a tool box will be useful in the automotive programs 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:

Charles Hostetler  
Middlebury American Legion Riders  
103 York Drive  
Middlebury IN 46540



ELKHART AREA CAREER CENTER

\*\*\*\*\*

**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: DR. ROBERT HAWORTH**  
**BOARD OF SCHOOL TRUSTEES**

**FROM: DR. DAVID BENAK** *DRB*

**DATE: DECEMBER 3, 2015**

---

**RE: DONATION APPROVAL - EACC**

---

Mark and Sheryl Purcell have donated a 2007 Ford Five Hundred (VIN#1FAHP24147G156272) with a value of \$1,250.00 to be used in our collision repair/automotive refinishing department at the Elkhart Area Career Center.

Mike Maloney, collision repair instructor, reports that this vehicle will be useful in the automotive programs 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:

Mark and Sheryl Purcell  
23270 Bluff Crest Drive  
Elkhart IN 46516





DATE: November 19, 2015

TO: Dr. Rob Haworth  
Board of School Trustees

FROM: Kristie Stutsman

RE: Donation Approval

West Side Middle School has received the following from Ken Tidey, Walgreens manager (at Lexington and Napanee location):

A portable, rechargeable speaker for iPod & iPhone (priced at \$29) for the Math Department's "Math Carnival" night at West Side – to be used as a raffle prize.

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:

Ken Tidey – Manager  
Walgreens  
200 S. Napanee St  
Elkhart, IN 46514

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

Elkhart Community Schools  
Elkhart, Indiana

November 24, 2015

Eastwood Elementary School, 2605 CR 15, Elkhart – at 5:30 p.m.

Board Members  
Present:

Carolyn R. Morris  
Glenn L. Duncan  
Susan C. Daiber

Karen S. Carter  
Dorisanne H. Nielsen  
Jeri E. Stahr  
Douglas K. Weaver

ECS Personnel Present:

Tony England  
Tony Gianesi  
Doug Hasler

Rob Haworth  
Krista Hennings  
Doug Thorne  
Bob Woods

The Board heard an update from Tony England and Krista Hennings on the graduation facilitator position; and a status report from Tony Gianesi and Jamie Lake on the referendum construction projects. The Board discussed the 2016-2017 school calendar; potential Board retreat dates; feedback from the recent Kokomo trip; and agenda items for the regular Board meeting.

The meeting adjourned at approximately 6:45 p.m.

APPROVED:

\_\_\_\_\_  
Carolyn R. Morris, President

\_\_\_\_\_  
Karen S. Carter, Member

\_\_\_\_\_  
Glenn L. Duncan, Vice President

\_\_\_\_\_  
Dorisanne H. Nielsen, Member

\_\_\_\_\_  
Susan C. Daiber, Secretary

\_\_\_\_\_  
Jeri E. Stahr, Member

\_\_\_\_\_  
Douglas K. Weaver, Member

Time/Place

Roll Call

Topics  
Discussed

Adjournment

Signatures



MINUTES  
OF THE REGULAR MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana  
November 24, 2015

Eastwood Elementary School, 2605 County Road 15, Elkhart – at approximately 7:10 p.m.

Place/Time

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

Roll Call

President Carolyn Morris called the regular meeting of the Board of School Trustees to order.

Call to Order

The colors were presented by Boy Scout Troop 117. The scouts led the Pledge of Allegiance.

Pledge

Ms. Morris discussed the invitation to speak protocol.

Protocol

Superintendent’s Student Advisory Council (SSAC) representatives from both high schools were welcomed and introduced themselves; Noah Yoder a junior from Central High School (CHS) and Krystal Grubb, a junior from Memorial High School (MHS). In addition to SSAC, Noah Yoder is a member of the National Honor Society and is the drum major for Central. He reported fundraisers include a blood drive for Goshen Hospital; trash removal projects, an upcoming dance marathon and blood drive in the spring for Riley Hospital. He also reported SSAC’s many projects in the works including raising money for the music program at Roosevelt; the Brigade’s success in competitions; fall sports including a swim meet December 4<sup>th</sup>. Krystal Grubb plays volleyball and tennis, and is a member of the Crimson Charger Athletic Council (CCAC). The SSAC has set a goal of \$15,000 to provide four seniors with scholarships thru car washes and other fundraisers. She also reported on fall sports including basketball, swimming and wrestling; the success of the play ‘Neverwhere’; coming home week, the speech team; and upcoming Madrigal dinner.

SSAC  
Representatives

By unanimous action, the Board accepted with appreciation the following donations made to Elkhart Community Schools (ECS): a treadmill valued at \$250.00 from Glen Wilken to Memorial High School’s athletic department for the wrestling program; and \$500.00 from an anonymous donor to Central High School’s athletic department for the wrestling team.

Gift Acceptance

Ted Foland, energy education specialist, presented a Building Energy Report on Eastwood Elementary. During the building audit conducted on Saturday, November 21, 2015, 76% of all work stations received "Thanks for Saving Energy" for complete room shut down. Special recognition was given to A-hallway classroom instructors for their 95% compliance. The building is ranked 5<sup>th</sup> among all elementary buildings and overall. Cost avoidance for Eastwood for six years is valued at over \$190,000. Year to date cost avoidance for ECS is currently at 30.7%. Buildings are all being prepared for the Thanksgiving break. Special thanks were given to the staff for their overall consistent cost avoidance performance ranking and savings as a building.

Energy  
Education  
Report

The Board was welcomed to Eastwood by Principal Kevin Beveridge. He presented slides highlighting school improvement – 88% of students in grades 3-6 will meet Indiana Academic standards in English Language Arts (E/LA) as measured by ISTEP+; strategies to address goals; student achievement ISTEP+ pass rate has increased since 2006, ISTEP+ E/LA pass rate for 2014 was over 75%; school achievement A-F accountability – over 30% of students had high growth in Language Arts and over 45% had growth in math from spring 2013 to spring 2014; unique opportunities including Tools of the Mind; student council is learning to give back; tutoring by sixth graders daily with kindergarten, first, second and third graders; and parental involvement boasts over 100 parents volunteer during the school year and an average 96% of parents attend Parent/Teacher conferences.

Building Report

By unanimous action, the Board approved the following minutes:  
November 10, 2015 – Public Work Session  
November 10, 2015 – Regular Board Meeting  
November 17, 2015 – Public Work Session

Approval of  
Minutes

By unanimous action, the Board approved payment of claims totaling \$4,666,607.33 as shown on the November 24, 2015, claims listing. (Codified File 1516-58)

Payment of  
Claims

The Board received a financial report for the period January 1 – October 31, 2015 and found it to be in order. In response to Board inquiry, Doug Hasler, executive director of support services, will look into the questions and report back at the next meeting.

Financial  
Report

Doug Hasler reported the following fund loan was made on October 31 30, 2015: \$342,000.00 to Transportation Fund from Transportation Bus-Replacement Fund. In response to Board inquiry, Doug Hasler, will report back at the next meeting with regard to fuel costs.

Fund Loans

By unanimous action, the Board adopted a resolution to transfer appropriations in 2015 tax reported funds. (Codified File 1516-59)

Resolution for  
Transfer of  
Appropriation

By unanimous action, the Board approved proposed school fundraisers in accordance with Board policy. The funds raised through the listed activities are deposited into each school's extra-curricular fund. (Codified File 1516-60)

Fundraiser  
Approval

By unanimous action, the Board confirmed the submission of a grant to the Indiana Department of Education for a 2015-2016 Excellence in Performance Award Grant for ECS. (Codified File 1516-61)

Grant  
Confirmation

By unanimous action, the Board approved the following overnight trip requests: the wrestling team from Memorial to travel to New Castle, IN on November 20 and 21, to compete in a tournament; the wrestling team from Central to travel to Crawfordsville, IN on December 29 thru 31, to compete in a tournament; and the girls basketball team from Central to travel to Columbus, IN on December 29 and 30, to compete in the Subway/Columbus North Invitational tournament.

Overnight Trip  
Requests

By unanimous action, the Board tabled the proposed revisions to Board Policy GCBE, Professional Staff Vacations and Holidays, as initially presented at the Board's November 10<sup>th</sup> regular meeting for further clarification.

Board Policy  
GCBE

By unanimous action, the Board approved conference leave requests in accordance with Board policy for staff members as recommended by the administration on the November 24, 2015 listing. (Codified File 1516-62)

Conference  
Leaves

By unanimous action, the Board approved conference leave requests for the Carl D. Perkins Grant in accordance with Board policy for staff members as recommended by the administration on the November 24, 2015 listing. The Board asked for the Hot Rodders team to report back to the Board upon their return from the competition. (Codified File 1516-63)

Conference  
Leaves -  
Perkins

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

Personnel  
Report

A consent agreement regarding unpaid time.  
(Codified File 1415-64)

Consent  
Agreement

Employment of the following four (4) certified staff members effective on dates indicated:

Certified  
Employment

Kara Draeger Thomas - language arts at Central, 1/4/16  
Britney Ellis - grade 5 at Beck, 11/23/15  
Derek Swartzendruber - science at Central, 1/4/16  
Tara White - coordinator of media/library at ESC, 1/4/16

Retirement of certified staff member Christy Marshall, speech pathologist at Eastwood, effective 12/18/15, with 35 years of service.

Certified  
Retirement

Change to personal leave for certified staff member Stacey Vaneck, psychologist at ESC, beginning 8/4/15 and ending on 6/1/16.	Change to Personal Leave
Resignation of the following two (2) certified staff members effective on dates indicated: Lorraine Cripe - math at Central, 12/18/15 Shelley Gingerich - math at North Side, 11/13/15	Certified Resignation
Medical leaves for the following certified staff members effective on dates indicated: Melissa Cutcliffe - behavior support at Woodland, beginning 12/8/15 and ending on 12/18/15 Jai Palmer-Davidson - special education at Beck, beginning 11/18/15 and ending on 6/1/16	Certified Medical Leave
A settlement agreement regarding compensation for one classified employee. (Codified File 1516-65)	Settlement Agreement
Regular employment of the following eleven (11) classified employees, who have successfully completed their probationary periods, on dates indicated: Jalethia Black - food service at Pierre Moran, 11/2/15 Melissa Chavez - bus driver at Transportation, 11/12/15 Rachel Chigwada - lunch paraprofessional at Cleveland, 11/11/15 Brian Chomer - food service truck drive at Memorial, 11/2/15 Stanley Davis - lunch paraprofessional at Pierre Moran, 11/12/15 Tonya Fisher - paraprofessional at North Side, 11/12/15 Sandra Heckathorn - unassigned bus driver at Transportation 11/14/15 Igne Herfurth - paraprofessional at Monger, 11/21/15 Nicole House - food service at West Side, 11/21/15 Heide Schuller - nurse at Feeser, 11/24/15 Larry Schumacher - unassigned bus driver at Transportation 11/20/15	Classified Employment
Resignation of classified employee Dan Nisley, bus driver at Transportation, 11/6/15	Classified Resignation
Termination of a classified employee, Lydia Bloom, paraprofessional at Bristol, effective 11/24/15, in accordance with Board Policy GDPD.	Termination
The meeting adjourned at approximately 7:45 p.m.	Adjournment

APPROVED:

\_\_\_\_\_  
Carolyn R. Morris, President

\_\_\_\_\_  
Glenn L. Duncan, Vice President

\_\_\_\_\_  
Susan C. Daiber, Secretary

\_\_\_\_\_  
Karen S. Carter, Member

\_\_\_\_\_  
Dorisanne H. Nielsen, Member

\_\_\_\_\_  
Jeri E. Stahr, Member

\_\_\_\_\_  
Douglas K. Weaver, Member

Signatures

**Elkhart Community Schools**  
Proposed School Fundraising Activities  
Dec. 8, 2015 Meeting of Board of School Trustees

School/Organization	Fundraising Activity Description/Purpose	Date(s) of Activity	Sponsor(s)
Feeser Student Council	Members of student council will sell USDA Approved Smart Snack Compliant Products to students and staff. Proceeds will be used to purchase Christmas presents for 9 Feeser families.	12/14/2015 12/18/2015	Daleanne Woods
Memorial Girls BB	Athletes will sell laundry detergent and fabric softner. Proceeds will be used to purchase basketball uniforms, travel gear, shoes, equipment and summer camp/toruney fees.	12/9/2015	Steve Scott
	<b>Please note the following fundraiser is presented for confirmation only.</b>		

**Proposed Revised Board Policy***(with suggestions made during the 11/24/15 BST meeting)***PROFESSIONAL STAFF VACATIONS AND HOLIDAYS**

(Administrators)

Section 1. Vacations

- A. Administrators employed by a twelve-month contract shall be eligible for twenty days of vacation each contract year, exclusive of weekends and holidays. Any twelve-month administrator who has been an Elkhart Community Schools administrator for five years is eligible for twenty-five days each contract year (Eligibility shall be determined by dividing total contracted days by 260). Such days will accrue on the first day of employment in each year, subject to paragraph B hereof. The days of vacation will be available to the administrator during the twelve months of ~~such~~ **the administrator's** contract year and for six months **thereafter** ~~after the expiration of said contract. Unused vacation days will not be cumulative after the expiration of the eighteen (18) month period.~~
- B. Upon dismissal or resignation of an administrator employed by a twelve (12) month contract, such administrator shall be entitled to compensation for the unused vacation days for which he or she is still eligible from his or her previous contract and the unused days, on a pro-rated basis, according to the time such administrator has served on his or her current contract.
- C. Administrators not employed by a twelve (12) month contract shall not be required to work during the following:
1. Friday immediately following Thanksgiving Day.
  2. Christmas recess as described in the School Calendar.
  3. Spring recess as described in the School Calendar.
  4. Fall Recess as described in the School Calendar
  5. Snow Days, unless used as an emergency make-up day, as described in the School Calendar

Section 2. Holidays

- A. All administrators shall be paid for the following holidays:
1. Labor Day
  2. Thanksgiving Day
  3. Martin Luther King Jr. Day
  4. Presidents Day (~~2 days~~ **for 10, 10.5, and 11 month administrators/1 day for 12 month administrators**)
  5. Memorial Day
  6. **Christmas Day**

Professional Staff Vacations and Holidays  
(Administrators)

- B. Administrators who are employed by a twelve-month contract shall also be paid for the following holidays:
1. Independence Day (2 days, ~~but only one day may then be taken in A.4.~~)
  2. Friday immediately following Thanksgiving Day
  3. Christmas (1~~2~~ **additional** days)
  4. New Year's (2 days)
  5. Specific dates for items 1, 3 and 4 above must be approved by the immediate supervisor.
- C. 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.

~~January 11, 2005~~ **December 8, 2015**





DATE: 11/23/2015

TO: Dr. Robert Haworth, Superintendent  
Board of School Trustees

FROM: Kim Boynton

SCHOOL / ENTITY APPLYING: District

GRANT TITLE: Early Education Matching Grant

GRANT APPLICATION READ  YES  NO

ENTITY APPLYING TO: FSSA Office of Early Childhood and Out School Learning

GRANT AMOUNT: \$100,000

GRANT SUBMISSION DEADLINE: January 15, 2015

SIGNATURE OF ADMINISTRATOR APPROVING APPLICATION: *Kimberly Boynton*

**EXPLANATION OF GRANT:**

Funds from the EEMG grant combined with matching Title I funds will support the addition of 2 Pre K classrooms in the district.

**IF PART OF GRANT, NOTIFY:**

DIRECTOR OF TECHNOLOGY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	DATE CONTACTED	<input type="text"/>
DIRECTOR OF SAFETY AND SECURITY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	DATE CONTACTED	<input type="text"/>
DIRECTOR OF STUDENT SERVICES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	DATE CONTACTED	<input type="text"/>
DIRECTOR OF FOOD SERVICES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	DATE CONTACTED	<input type="text"/>

**SUSTAINABILITY PLAN:**

Additional grant funds will be researched and pursued as appropriate to sustain Pre K classrooms in the district. In addition, Title I funds will be evaluated on an ongoing basis to support established Pre K classrooms.

**WHERE/HOW WILL GRANT FUNDING BE UTILIZED:**

Expand Pre K education in the district (up to 2 classrooms)

**WHO WILL MONITOR GRANT COMPLIANCE AND COMPLETE REQUIRED REPORTS:**

Kim Boynton

BOARD:  APPROVED  DENIED

DATE OF BOARD APPROVAL



DATE:

11/18/15

TO:

Dr. Robert Haworth, Superintendent  
Board of School Trustees

FROM:

Kathleen Overholt, RN

SCHOOL / ENTITY APPLYING:

Elkhart Area Career Center

GRANT TITLE:

NEI-AHEC Future Health Professionals Health Careers Promotion and Preparation

GRANT APPLICATION READ  YES  NO

ENTITY APPLYING TO:

HOSA Future Health Professionals

GRANT AMOUNT:

\$2,000

GRANT SUBMISSION DEADLINE:

12/31/15

SIGNATURE OF ADMINISTRATOR APPROVING APPLICATION:

*David R Benek*

**EXPLANATION OF GRANT:**

This grant is for underserved populations within Northeastern Indiana for the promotion and preparation of Health Science and Health Career students. The Community Emergency Response Training helps to train students to safely respond to emergencies in their community as a community service project.

**IF PART OF GRANT, NOTIFY:**

DIRECTOR OF TECHNOLOGY

YES  N/A

DATE CONTACTED

DIRECTOR OF SAFETY AND SECURITY

YES  N/A

DATE CONTACTED

DIRECTOR OF STUDENT SERVICES

YES  N/A

DATE CONTACTED

DIRECTOR OF FOOD SERVICES

YES  N/A

DATE CONTACTED

**SUSTAINABILITY PLAN:**

We will use EACC's Joint Vocational funds to sustain the project in the future after the grant is expired.

**WHERE/HOW WILL GRANT FUNDING BE UTILIZED:**

Grant money will be used for EACC's Health Occupations class CERT training's supply purchases.

**WHO WILL MONITOR GRANT COMPLIANCE AND COMPLETE REQUIRED REPORTS:**

Kathleen Overholt, RN

BOARD:  APPROVED  DENIED

DATE OF BOARD APPROVAL



DATE: 11/24/15

TO: Dr. Robert Haworth, Superintendent  
Board of School Trustees

FROM: Beth A Williams

SCHOOL / ENTITY APPLYING: Elkhart Community Schools with ETHOS

GRANT TITLE: Math Science Partnership 3 Year Grant

GRANT APPLICATION READ  YES  NO

ENTITY APPLYING TO: Indiana Department of Education

GRANT AMOUNT: 650,000.00

GRANT SUBMISSION DEADLINE: 12/11/15

SIGNATURE OF ADMINISTRATOR APPROVING APPLICATION: *Crawford McCreesh*

**EXPLANATION OF GRANT:**

Math Science Partnership Grant will provide the K-12 robotics program with an inclass component and a wrap around after school component. This grant will have the capacity to serve 68 fourth through eighth grade Elkhart teachers to include 80 hours of training.

**IF PART OF GRANT, NOTIFY:**

DIRECTOR OF TECHNOLOGY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	DATE CONTACTED	<input type="text"/>
DIRECTOR OF SAFETY AND SECURITY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	DATE CONTACTED	<input type="text"/>
DIRECTOR OF STUDENT SERVICES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	DATE CONTACTED	<input type="text"/>
DIRECTOR OF FOOD SERVICES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	DATE CONTACTED	<input type="text"/>

**SUSTAINABILITY PLAN:**

The teacher training will be the sustainability.

**WHERE/HOW WILL GRANT FUNDING BE UTILIZED:**

Training for 68 teachers in grades 4 through 8.

**WHO WILL MONITOR GRANT COMPLIANCE AND COMPLETE REQUIRED REPORTS:**

Beth A Williams

BOARD:  APPROVED  DENIED

DATE OF BOARD APPROVAL



**DATE:**

11/19/2015

**TO:**

Dr. Robert Haworth, Superintendent  
Board of School Trustees

**FROM:**

Kim Boynton

**SCHOOL /ENTITY APPLYING:**

District

**GRANT TITLE:**

Early Learning Indiana Early Childhood Expansion Grant

**GRANT APPLICATION READ**

YES  NO

**ENTITY APPLYING TO:**

Early Learning Indiana

**GRANT AMOUNT:**

\$50,000

**GRANT SUBMISSION DEADLINE:**

December 14, 2015

**SIGNATURE OF ADMINISTRATOR APPROVING APPLICATION:**

**EXPLANATION OF GRANT:**

The grant will support the increase of high-quality, affordable early childhood education seats available for children. The grant provides funds to purchase classroom furniture, materials, supplies, and curriculum professional development.

**IF PART OF GRANT, NOTIFY:**

**DIRECTOR OF TECHNOLOGY**

YES  N/A

**DATE CONTACTED**

**DIRECTOR OF SAFETY AND SECURITY**

YES  N/A

**DATE CONTACTED**

**DIRECTOR OF STUDENT SERVICES**

YES  N/A

**DATE CONTACTED**

**DIRECTOR OF FOOD SERVICES**

YES  N/A

**DATE CONTACTED**

**SUSTAINABILITY PLAN:**

The purchase of classroom curriculum and furniture is a single purchase. Purchase of supplies and materials for ongoing Pre K services will be a significantly smaller cost. Continued research of ways to support the consumable materials and supplies will occur.

**WHERE/HOW WILL GRANT FUNDING BE UTILIZED:**

Supplies, materials, and classroom furniture

**WHO WILL MONITOR GRANT COMPLIANCE AND COMPLETE REQUIRED REPORTS:**

Kim Boynton

**BOARD:**  APPROVED  DENIED

**DATE OF BOARD APPROVAL**



DATE: 11/23/2015

TO: Dr. Robert Haworth, Superintendent  
Board of School Trustees

FROM: Pam Melcher

SCHOOL /ENTITY APPLYING: District

GRANT TITLE: 2015 National School Lunch Program Equipment Assistance Grants

GRANT APPLICATION READ  YES  NO

ENTITY APPLYING TO: IDOE Division of School and Community Nutrition

GRANT AMOUNT: \$50,000

GRANT SUBMISSION DEADLINE: January 31, 2016

SIGNATURE OF ADMINISTRATOR APPROVING APPLICATION: *Pam Melcher*

**EXPLANATION OF GRANT:**

Funds will allow purchase of two ovens to warm food at two elementary schools (Bristol and Osolo) and one countertop cold serving unit at West Side Middle School.

**IF PART OF GRANT, NOTIFY:**

DIRECTOR OF TECHNOLOGY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	DATE CONTACTED	<input type="text"/>
DIRECTOR OF SAFETY AND SECURITY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	DATE CONTACTED	<input type="text"/>
DIRECTOR OF STUDENT SERVICES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	DATE CONTACTED	<input type="text"/>
DIRECTOR OF FOOD SERVICES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A	DATE CONTACTED	11/23/2015

**SUSTAINABILITY PLAN:**

Purchase of equipment is a one time cost. Routine repairs and maintenance will be included in the schedule of all food serving equipment in the district.

**WHERE/HOW WILL GRANT FUNDING BE UTILIZED:**

Purchase ovens and cold serving unit

**WHO WILL MONITOR GRANT COMPLIANCE AND COMPLETE REQUIRED REPORTS:**

Pam Melcher and Kim Boynton

BOARD:  APPROVED  DENIED

DATE OF BOARD APPROVAL



## SCHOOL CALENDAR: JULY 2016 - JUNE 2017

**JULY 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						

**AUGUST 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		

**SEPTEMBER 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

**OCTOBER 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					

**NOVEMBER 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			

**DECEMBER 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						

**JANUARY 2017**

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 2017**

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			

**MARCH 2017**

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 2017**

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 2017**

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 2017**

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**

2 Full day pre-session for teachers - non-student day  
 3 Full day pre-session for teachers - non-student day  
 4 Students' first day - Full day all students

**September**

5 Labor Day - All Schools Closed  
 30 End of 1st grading period/midterm - all schools

**October**

5-6 Parent/Teacher Conferences in the evening hours - (full day for all school students)  
 School Out of Session  
 7 Fall Recess - all schools closed

**November**

23-25 Thanksgiving Recess - all schools closed

**December**

16 End of 2nd grading period/1st semester - all schools  
 19-Jan 2 Winter Recess - all schools closed

**January**

3 School resumes after Winter Recess  
 16 Martin Luther King Jr. Day - all schools closed

**February**

2 P/T Conferences for elementary only and Professional Development day for secondary teachers - (no school for all students) - **may be used as emergency make-up day if necessary**  
 17-20 Presidents' Day Recess - all schools closed

**March**

10 End of 3rd grading period/midterm - all schools  
 24 No School - Emergency Make-up Day

**April**

3-7 Spring Recess - all schools closed  
 12 Kindergarten Kick-off - Elementary Schools  
 14 No School - Emergency Make-up Day

**May**

26 Last Day of School - full day for all students \*\*  
 26 Last Day for Teachers \*\*  
 29 Memorial Day - all schools closed  
 30 No School - Emergency Make-up Day  
 31 No School - Emergency Make-up Day

**Key:**

         = Professional day for teachers (non-student day)      E      No School (may be used as emergency make-up day, if necessary)

X      School Out of Session (during the instructional school year)      K      Kindergarten Kick-off

△      Parent/Teacher Conferences (no school for all students)      \*\* If necessary, additional emergency make-up days will be added at the end of the school year.

○      Parent/Teacher Conferences in the evening (full day of school for all students)

**MASTER CONTRACT**

**~~February 23, 2013~~ January 1, 2016– December 31, 20158**

**between**

**ELKHART COMMUNITY SCHOOLS**

**and**

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES**

**AFL-CIO, Council 962, and Local #2925**

**Elkhart Community Schools  
Elkhart, Indiana**

ARTICLE 4  
PROBATION PERIOD

- A. The employer shall provide each employee with a copy of the current master contract and a job description.
- B. An employee shall prior to obtaining regular employment status serve a probationary period of employment, during which time such employee will receive a probationary salary pursuant to Appendix A of this Agreement. Such probationary period shall normally be ~~nine~~ **eight (9-8)** work weeks in length. ~~Based upon administrative recommendation, it may be extended for thirty (30) days, or when performance is unsatisfactory, it may be shortened.~~
  - 1. ~~Custodians who successfully bid into a custodial position between May 25 and August 1 will follow a modified schedule for probation and evaluations.~~
  - 2. ~~The beginning date for probation and evaluation for these individuals shall begin on August 1.~~
- C. In the event the Board grants regular employment status, such employee shall become a regular employee upon completion of the probationary period, or such lesser period as the Board at its discretion may grant individual employees.
- D. Full-time employees who have been granted regular employment status shall be eligible for all benefits of this Agreement. Probationary employees are not eligible to receive the benefits of this Agreement, unless specifically provided otherwise.
- E. A probationary employee will not be granted bidding rights.

ARTICLE 9  
ILLNESS ABSENCE

I. Personal Illness Leave/Family Illness Leave Incentive Plan

Effective January 1, 2004, the Personal Illness/Family Illness Leave Incentive Plan is established. For the purpose of the incentive program, the year will be from January 1<sup>st</sup> to December 31<sup>st</sup>.

- 1. If an employee does not use any of his or her personal illness days or family illness days **and has no unpaid unexcused days** during the year, he or she will be given a payment of \$550 on the following January via separate check.
- 2. If an employee uses only one of his or her personal illness days or family illness days during the year **and has no unpaid unexcused days**, he or she will be given a payment of \$350 on the following January via separate check.
- 3. If an employee uses only two of his or her personal illness days or family illness days during the year **and has no unpaid unexcused days**, he or she will be given a payment of \$150 on the following January via separate check.
- 4. In order to be eligible for the incentive pay described in paragraphs 1, 2, and 3 above, the employee must have been employed as of January 1<sup>st</sup>. If the employee is hired after January 1, the incentive payment will be prorated on a percentage of the workdays after the employee was hired.
- 5. For the purpose of the incentive program, a personal illness or family illness day will be when an employee is absent for three (3) or more hours. An absence of less than three (3) hours will be considered a half-day. Employees absent ½ day will receive \$450, 1-½ days - \$250, 2 ½ days - \$100.



ARTICLE 16  
HOLIDAY PAY

Full-time custodial personnel shall be paid for twelve (12) holidays. These holidays will be as follows:

New Year's - two days	(see 1. a.)
Martin Luther King Jr. Day	
Presidents Day - <del>two days</del>	(see 3.)
Memorial Day	
Independence Day - <b><u>two days</u></b>	(see 4.)
Labor Day	
Thanksgiving - two days	(see 2.)
Christmas - two days	(see 1.a.)

1. During the winter break (when schools are closed) four (4) days will be allowed as follows:
  - a. When December 25 and January 1 fall on a weekday, both days and either the day before or the day after will be designated by the employer as holidays.
  - b. When December 25 and January 1 fall on a Saturday, or Sunday, two vacation days will be designated according to the procedure described in paragraph 4 (below).
2. Thanksgiving Day and the day following will be paid holidays.
3. Presidents' Day ~~and the Friday preceding it~~ will be a paid holidays.
4.
  - a. When any holiday falls on a Saturday, it shall normally be observed on the preceding Friday. When any holiday falls on a Sunday, it shall normally be observed on the following Monday. When Christmas or New Year's falls on either a Saturday or Sunday, each two-day holiday will normally be observed on the preceding Friday and the following Monday.
  - b. Exceptions to a. shall occur if schools are not closed on the above-mentioned Friday or Monday (a school is considered to be closed if the teaching staff are not there). In these cases, another day shall be selected to observe the holiday(s) according to the school calendar.
5. An employee who is required to work on Thanksgiving Day, Christmas Day, New Year's Day, or July 4<sup>th</sup> shall be paid two (2) times his or her regular hourly rate of pay for each hour worked on said holidays. This pay is in addition to holiday pay.
6. **In the event a paid holiday becomes a school day, another paid day will be provided to employees impacted by this decision.**

ARTICLE 18  
INSURANCE

- A. For full-time employees who work thirty (30) hours or more each week, the Board will contribute ~~\$5,000~~ **\$5,500** toward the combined cost of a single coverage health insurance plan, including prescription drug and dental, or ~~\$10,000~~ **\$11,000** toward the combined cost of a family coverage health insurance plan, including prescription drugs and dental insurance. ~~For full-time employees who work twenty (20) hours a week or more, but less than thirty (30) hours each week, the Board will contribute \$3,986 toward the combined cost of a single coverage health insurance plan, including prescription drugs, or \$7,931 toward the cost of a family coverage health insurance plan, including prescription drugs and dental insurance.~~ The employee shall select single or family coverage from a plan provided by the Board.
- B. The Board agrees to contribute ninety percent (90%) of the cost of a group term life insurance policy for all full-time employees with coverage of thirty-five thousand dollars (35,000).
- C. The Board agrees to contribute ninety percent (90%) of the cost of a group long-term physical disability insurance policy for all full-time employees who work thirty (30) hours or more and whose annual salary or wage is more than the minimum required for eligibility.
- D. All salary and wage computations shall be made exclusive of overtime salary or wages. The Board shall retain the right to determine and select the group insurance programs for all employees.

ARTICLE 21  
UNIFORMS AND APPEARANCE

- A. An employee will receive three (3) shirts and three (3) pants, ~~or three (3) dresses or pantsuits annually.~~ Uniforms will be ordered annually after January 1. Initial issue will be made at the completion of the probationary period, or as soon thereafter as is reasonably possible. Employees may request up to three uniforms annually, but may request and will receive no more than are required for the particular assignment. Any employee other than a first year employee, may substitute T-shirts for regular shirts, with one extra T-shirt. Any employee, after three years of employment, may substitute one (1) unlined uniform jacket for one (1) shirt and one (1) pant, or, one (1) lined uniform jacket for two (2) shirts and two (2) pants **one (1) pair of pants for one (1) pair of shorts**, or one (1) uniform cover-all for three (3) shirts and three (3) pants.
- B. There will be an annual fitting of uniforms for all employees during the month of December. The date for the fitting will be selected by the administration and notice given to employees. At this fitting, uniforms for the upcoming year will be ordered. Any employee who is absent from work on this date will be expected to make arrangements with the administration for another fitting during December.
- C. Employees completing their probationary period prior to October 1 will receive five (5) uniforms upon successful completion of their probation and will also participate in the December ordering for the following school year. Employees completing their probationary period after October 1 will receive five (5) uniforms after successful completion of their probation, but will not be eligible to order additional uniforms until December of the following year.
- D. The uniforms will be worn properly by all employees while performing their assigned duties, and will not be worn at other employment. T-shirts are only to be worn on non-school days and are not to be worn during scheduled school events. **Shorts can only be worn during the summer months and only in buildings where students are not attending school.** Employer identification will be worn on the shirt ~~or dress~~ at the location prescribed by the employer.
- E. Employees will maintain a neat and clean personal appearance.

ARTICLE 23  
PAYROLL DEDUCTIONS

- A. Upon the written request of any employee, deductions will be made for Union dues provided twenty percent (20%) or more of the employees within the bargaining unit request it. Such employee shall sign and deliver to the Board an assignment authorizing Union dues deductions. All deductions will be in accordance with the rules and regulations as established from time to time by the employer. **Provided appropriate written authorization is received from an employee, the employer may add to said employee's Union dues a deduction for PEOPLE.**

ARTICLE 32

EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

- A. This Agreement shall constitute the full and complete understandings and commitments between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, agree that negotiations will only be re-opened on Appendix A, Article 18-A or B, and one language item designated by the Union and/or Employer for the second and third year. Negotiations will not be reopened on any other item contained herein or not, during the life of this agreement.
- B. All conditions of employment in effect in the district prior to and at the time this agreement is signed are null and void. This agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning all rights and benefits of employment, whether covered herein or not.
- C. This Agreement is made and entered into at Elkhart, Indiana, on ~~February 22, 2013~~ **December 8, 2015**, by and between the Board of School Trustees of the Elkhart Community Schools, County of Elkhart, State of Indiana, and the American Federation of State, County, and Municipal Employees, AFL-CIO, **Council 962 and Local #2925**.
- D. This Agreement shall be effective on ~~February 23, 2013~~ **January 1, 2016**, and shall continue in effect through December 31, 20158. This Agreement may be extended in writing by mutual agreement of the parties and it is expressly understood that otherwise it shall expire on the date indicated.
- E. Whenever any notice is required to be given either of the parties to this Agreement to the other party, either shall do so by certified mail at the following addresses:

If by the Union to the  
Superintendent, at

2720 California Road  
Elkhart, Indiana 46514

If by the Employer to the  
Union, at

1422 North Pennsylvania Street  
Indianapolis, Indiana 46202

- F. This Agreement is so attested to by the parties whose signatures appear below:

Board of School Trustees of  
The Elkhart Community Schools

American Federation of State,  
County, and Municipal Employees  
AFL-CIO, Local #2925

\_\_\_\_\_  
Board President

\_\_\_\_\_  
President of Local Union

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Secretary of Local Union

\_\_\_\_\_  
Board Negotiator

\_\_\_\_\_  
Business Agent of Local Union

APPENDIX A  
**CUSTODIAL WAGES**  
 January 1, 201~~6~~<sup>5</sup> – December 31, 201~~6~~<sup>5</sup>

	Job Classification	Probationary Hourly Rate (0-63 days in the bargaining unit)	Intermediate Hourly Rate (64 days – 1 yr in the bargaining unit)	Advanced Hourly Rate (over 1 year in the bargaining unit)
C-1	Custodian - Light Duty	<del>12.37</del> <b><u>12.62</u></b>	<del>13.17</del> <b><u>13.43</u></b>	<del>14.91</del> <b><u>15.21</u></b>
C-2	Custodian - Heavy Duty Grounds Keeper	<del>12.76</del> <b><u>13.02</u></b>	<del>13.57</del> <b><u>13.84</u></b>	<del>15.34</del> <b><u>15.65</u></b>
C-3	Swing Person (two buildings) Night Supervisor-MS,Elem, EACC Custodial Pool	<del>13.09</del> <b><u>13.35</u></b>	<del>13.91</del> <b><u>14.19</u></b>	<del>15.70</del> <b><u>16.01</u></b>
C-4	Head Grounds-HS	<del>13.46</del> <b><u>13.73</u></b>	<del>14.25</del> <b><u>14.54</u></b>	<del>16.08</del> <b><u>16.40</u></b>
C-5	Elementary Head Custodian Mail Truck Driver	<del>14.09</del> <b><u>14.37</u></b>	<del>14.92</del> <b><u>15.22</u></b>	<del>16.69</del> <b><u>17.02</u></b>
C-6	Head Custodial Pool	<del>14.79</del> <b><u>15.09</u></b>	<del>15.62</del> <b><u>15.93</u></b>	<del>17.37</del> <b><u>17.72</u></b>
C-7	E.A.C.C. Head Custodian Asst. H.S. Head Custodian M. S. Head Custodian	<del>15.23</del> <b><u>15.53</u></b>	<del>15.98</del> <b><u>16.30</u></b>	<del>17.74</del> <b><u>18.09</u></b>
C-8	Maintenance Engineer	<del>15.40</del> <b><u>15.71</u></b>	<del>16.14</del> <b><u>16.46</u></b>	<del>17.93</del> <b><u>18.29</u></b>
C-9	High School Head Custodian	<del>15.99</del> <b><u>16.31</u></b>	<del>16.93</del> <b><u>17.27</u></b>	<del>18.55</del> <b><u>18.92</u></b>

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

Whenever there is a wage change, C-1 will increase an equivalent  $\phi$ 's as C-2.

Schedule adjustment on transfers to higher classification: Employee will advance to the pay column the custodian held in his/her previous assignment (i.e. If a custodian was a C-2 Custodian in the Advanced Column and transfers to a C-5 position, the custodian will be moved to the C-5 Advanced Column.)

Any personnel in the custodial 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.

All those working the night shift on a regular basis will receive an additional \$.38/hour while working such shift.

Employees working the overnight shift shall receive \$.15/hour in addition to the differential paid to employees working the night shift.

Night and evening shift employees will be paid the night shift differential for vacation days while working on the night shift.

The North Side Gym, Rice Field, and Charger Field Cleanup Crew Supervisors will be paid a differential of \$.40/hr. for hours worked overtime.

<u>LONGEVITY PAY PLAN</u>			
<u>5 – 9 years</u>	<u>10 – 14 years</u>	<u>15 – 19 years</u>	<u>20 + years</u>
\$.20	\$.30	\$.50	\$.70

~~February 22, 2013~~ **December 8, 2015**

**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, 2016~~5~~.

<b><u>WAGE SCHEDULE</u></b>										
STEP	I		II		II.5	III	IV	V	VI	VII
	A	B	A	B	B	B	B	B	B	B
Probationary	7.83	7.66	8.15	7.98	9.03	13.03	13.76	15.50	13.76	15.33
	<b>7.98</b>	<b>7.81</b>	<b>8.32</b>	<b>8.14</b>	<b>9.21</b>	<b>13.29</b>	<b>14.03</b>	<b>15.81</b>	<b>14.03</b>	<b>15.64</b>
64 days - 1 year	8.56	8.37	8.91	8.71	9.74	13.84	14.56	16.33	14.56	16.13
	<b>8.73</b>	<b>8.53</b>	<b>9.09</b>	<b>8.89</b>	<b>9.93</b>	<b>14.12</b>	<b>14.85</b>	<b>16.65</b>	<b>14.85</b>	<b>16.46</b>
1 year – 2 years	9.35	9.12	9.69	9.45	10.48	14.25	15.33	17.07	15.33	16.89
	<b>9.54</b>	<b>9.30</b>	<b>9.88</b>	<b>9.64</b>	<b>10.69</b>	<b>14.54</b>	<b>15.64</b>	<b>17.41</b>	<b>15.64</b>	<b>17.23</b>
2 years – 3 years	10.24	9.98	10.59	10.30	11.32	15.35	16.19	17.94	16.19	17.77
	<b>10.45</b>	<b>10.18</b>	<b>10.80</b>	<b>10.50</b>	<b>11.55</b>	<b>15.66</b>	<b>16.52</b>	<b>18.30</b>	<b>16.52</b>	<b>18.12</b>
Over 3 years	10.76	10.48	11.11	10.80	11.85	16.06	16.93	18.68	16.93	18.49
	<b>10.98</b>	<b>10.69</b>	<b>11.33</b>	<b>11.02</b>	<b>12.09</b>	<b>16.38</b>	<b>17.26</b>	<b>19.06</b>	<b>17.26</b>	<b>18.86</b>

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
- II.5 - Commissary Line Leader and Elementary Managers
- III - Middle School 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)	<del>9.49</del> <b><u>9.68</u></b>	<del>8.99</del> <b><u>9.17</u></b>
2	64 days or more, but less than 1 year	<del>9.64</del> <b><u>9.81</u></b>	<del>9.32</del> <b><u>9.51</u></b>
3	1 year or more, but less than 2 years	<del>10.08</del> <b><u>10.28</u></b>	<del>9.84</del> <b><u>10.00</u></b>
4	2 years or more, but less than 3 years	<del>10.60</del> <b><u>10.81</u></b>	<del>10.28</del> <b><u>10.49</u></b>
5	3 years or more, but less than 4 years	<del>11.09</del> <b><u>11.31</u></b>	<del>10.75</del> <b><u>10.97</u></b>
6	4 years or more, but less than 5 years	<del>11.50</del> <b><u>11.73</u></b>	<del>11.16</del> <b><u>11.38</u></b>
7	5 years or more, but less than 6 years	<del>12.04</del> <b><u>12.25</u></b>	<del>11.64</del> <b><u>11.87</u></b>
8	6 years or more, but less than 7 years	<del>12.46</del> <b><u>12.71</u></b>	<del>12.09</del> <b><u>12.33</u></b>
9	7 years or more	<del>12.97</del> <b><u>13.22</u></b>	<del>12.59</del> <b><u>12.84</u></b>

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, 2015, the Board will pay \$5,500 (for single, full-time coverage), \$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.

<b>Section 3. FOOD SERVICE EMPLOYEES’ ABSENCES</b>
--

**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 1<sup>st</sup> through December 31<sup>st</sup>.

- 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 1<sup>st</sup>. If a food service employee is hired after January 1<sup>st</sup>, 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
- **Christmas Day (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)**

- (1) Thanksgiving Day and the day following will be paid holidays.
- (2) ~~The Friday preceding Presidents' Day and Presidents' Day~~ will be a paid holidays.
- (3) **Christmas Day will be a paid holiday.**

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.
- c. **Christmas Day.**

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— <del>two days</del>	(see A-4)
Memorial Day	
Independence Day - <b><u>two days</u></b>	(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 **a** 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 **will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond**~~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.

November 25, 2014 **December 8, 2015**



**MECHANICS' COMPENSATION PLAN**

**Section 1. MECHANICS' WAGE SCHEDULE**

The Board of School Trustees hereby adopts the following wage schedule for mechanics effective January 1, 2016~~5~~. 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	<del>24.56 – 27.47</del> <b><u>25.05 – 28.02</u></b>
Assistant Head Mechanic	<del>22.37 – 24.56</del> <b><u>22.81 – 25.05</u></b>
* Mechanic I	<del>20.73 – 22.40</del> <b><u>21.15 – 22.85</u></b>
* Mechanic II	<del>19.03 – 20.73</del> <b><u>19.41 – 21.15</u></b>
* Mechanic III	<del>16.28 – 19.03</del> <b><u>16.60 – 19.41</u></b>
Transportation Helper	<del>13.25 – 13.51</del> <b><u>13.51 – 13.78</u></b>

\* 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, 2015, the Board will pay \$5,500 (for single, full-time coverage), \$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 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 1<sup>st</sup> to November 30<sup>th</sup>.

- 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 1<sup>st</sup>. If a mechanic is hired after December 1<sup>st</sup>, 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 – two days (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 a 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 **will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond** ~~unused during the previous calendar year or as indicated in G,~~ will be lost.

November 25, 2014 **December 8, 2015**

**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, 2016~~5~~. 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 2016 <del>5</del>
Probationary	0 – 63 Days	<del>17.49</del> <b><u>17.84</u></b>
Base	64 days, but not more than 2 years	<del>18.18</del> <b><u>18.55</u></b>
Advanced	Over 2 years, but not more than 5 years	<del>19.17</del> <b><u>19.55</u></b>
Experienced	Over 5 years	<del>20.03</del> <b><u>20.43</u></b>

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 \$12.~~75~~**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, 2015, the Board will pay \$5,500 (for single, full-time coverage), \$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, 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.

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 1<sup>st</sup> to December 31<sup>st</sup>.

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 1<sup>st</sup>. If a driver is hired after December 1<sup>st</sup>, 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)
- **Christmas Day (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)**

## **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.

~~November 25, 2014~~ **December 8, 2015**

**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, 2016~~5~~.

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)	<del>9.51</del> <b><u>9.70</u></b>
2	64 days or more, but less than 1 year	<del>10.16</del> <b><u>10.37</u></b>
3	1 year or more, but less than 2 years	<del>10.79</del> <b><u>11.01</u></b>
4	2 years or more, but less than 3 years	<del>11.44</del> <b><u>11.67</u></b>
5	3 years or more	<del>12.13</del> <b><u>12.38</u></b>

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, 2015, the Board will pay \$5,500 (for single, full-time coverage), \$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, 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 1<sup>st</sup>. If a Bus Helper is hired after December 1<sup>st</sup>, 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)  
**Christmas Day (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)**

November 25, 2014 **December 8, 2015**

SUPPORT STAFF SALARY SCHEDULE

(Maintenance Personnel)

The Board of School Trustees hereby adopts the following wage schedule for maintenance personnel to be effective January 1, 20165. 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	<del>General Maintenance</del> <b><u>Plumber</u></b>	19.19 – 24.08	<b><u>24.44 – 28.73</u></b>
M-3	<del>Lead Plumber</del> /HVAC	23.96 – 28.16	<b><u>24.44 – 28.73</u></b>
M-4	<del>Lead</del> Electrician	24.60 – 28.16	<b><u>25.09 – 28.73</u></b>
M-6	<del>Lead Locksmith</del> <b><u>Electronics</u></b>	22.53 – 26.40	<b><u>25.09 – 28.73</u></b>

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

November 25, 2014 **December 8, 2015**

**ARTICLE 1**

**RECOGNITION**

- A. The following represents the agreement with all members of the maintenance classification employed by the Elkhart Community Schools. This agreement will be in effect from January 1, 2016 through December 31, 2016.
  
- B. The following classifications are included in the maintenance unit:
  - General Maintenance
  - Lead Locksmith
  - Lead Plumber/HVAC
  - Lead Electrician

**ARTICLE 4**

**PROBATION PERIOD**

- A. An employee shall prior to obtaining regular employment status serve a probationary period of employment, during which time such employee will receive a probationary salary pursuant to Appendix A of this Agreement. Such probationary period shall normally be ~~nine~~ **eight (8)** work weeks in length. Based upon administrative recommendation, it may be extended for up to four (4) work weeks, or when performance is unsatisfactory, it may be shortened.

In the event the Board grants regular employment status, such employee shall become a regular employee upon completion of the probationary period, or such lesser period as the Board at its discretion may grant individual employees.
  
- B. Full-time employees who have been granted regular employment status shall be eligible for all benefits of this Agreement. Probationary employees are not eligible to receive the benefits of this Agreement, unless specifically provided otherwise.

**ARTICLE 16**

**HOLIDAY PAY**

- A. Full-time maintenance personnel 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 (1)
  - Martin Luther King Jr. Day
  - Presidents' Day—~~two days~~ (4)
  - Memorial Day
  - Independence Day **(two days)** (2)
  - Labor Day
  - Thanksgiving - two days (3)
  - Christmas - two days (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 the holiday, unless school is in session.
  - 3. Thanksgiving Day and the day following will be paid holidays.
  - 4. Presidents' Day and the Friday preceding it will be a paid holidays; however, maintenance personnel may, by providing written notice to the Director of Building Services/ Designee, no later than February 1<sup>st</sup>, use one of the two days designated for Presidents' Day to extend the Independence Day Holiday to two (2) days.

## ARTICLE 29

### EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

- A. This Agreement shall constitute the full and complete understandings and commitments between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will only be re-opened on Appendix A for the second year of this agreement. Negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement.
- B. All conditions of employment in effect in the district prior to and at the time this Agreement is signed are null and void. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning all rights and benefits of employment, whether covered herein or not.
- C. This Agreement is made and entered into at Elkhart, Indiana, by and between the Board of School Trustees of the Elkhart Community Schools and the maintenance employees of the Elkhart Community Schools. This Agreement shall be effective as of January 1, 20154, and will continue through December 31, 20164.
- D. This Agreement was approved by the teams listed below as representatives of the Board of School Trustees and the maintenance employees.

**SECRETARIAL/BUSINESS COMPENSATION PLAN**

**Section 1. SECRETARIAL/BUSINESS WAGE SCHEDULE**

The Board of School Trustees hereby adopts the following wage schedule for secretaries commencing on January 1, 2016~~5~~. 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	<del>11.02</del> <b>11.24</b>	<del>11.20</del> <b>11.42</b>	<del>11.42</del> <b>11.65</b>	<del>11.62</del> <b>11.85</b>	<del>11.90</del> <b>12.14</b>	<del>12.21</del> <b>12.46</b>	<del>12.51</del> <b>12.76</b>	<del>12.97</del> <b>13.22</b>	<del>13.40</del> <b>13.67</b>
2	64 days – 1 year	<del>11.28</del> <b>11.51</b>	<del>11.52</del> <b>11.75</b>	<del>11.78</del> <b>12.01</b>	<del>12.05</del> <b>12.29</b>	<del>12.47</del> <b>12.72</b>	<del>12.88</del> <b>13.14</b>	<del>13.30</del> <b>13.57</b>	<del>13.73</del> <b>14.00</b>	<del>14.16</del> <b>14.45</b>
3	1 year plus	<del>11.62</del> <b>11.85</b>	<del>11.91</del> <b>12.15</b>	<del>12.21</del> <b>12.46</b>	<del>12.51</del> <b>12.76</b>	<del>12.93</del> <b>13.19</b>	<del>13.36</del> <b>13.63</b>	<del>13.68</del> <b>13.95</b>	<del>14.11</del> <b>14.39</b>	<del>14.60</del> <b>14.89</b>
4	2 years plus	<del>12.05</del> <b>12.29</b>	<del>12.47</del> <b>12.72</b>	<del>12.88</del> <b>13.14</b>	<del>13.30</del> <b>13.57</b>	<del>13.67</del> <b>13.94</b>	<del>14.02</del> <b>14.30</b>	<del>14.40</del> <b>14.68</b>	<del>14.82</del> <b>15.12</b>	<del>15.28</del> <b>15.59</b>
5	3 years plus	<del>12.51</del> <b>12.76</b>	<del>12.91</del> <b>13.17</b>	<del>13.30</del> <b>13.57</b>	<del>13.68</del> <b>13.95</b>	<del>14.16</del> <b>14.45</b>	<del>14.69</del> <b>14.99</b>	<del>15.17</del> <b>15.47</b>	<del>15.62</del> <b>15.93</b>	<del>16.06</del> <b>16.38</b>
6	4 years plus	<del>13.30</del> <b>13.57</b>	<del>13.67</del> <b>13.94</b>	<del>14.02</del> <b>14.30</b>	<del>14.40</del> <b>14.68</b>	<del>14.86</del> <b>15.16</b>	<del>15.39</del> <b>15.70</b>	<del>15.89</del> <b>16.21</b>	<del>16.34</del> <b>16.66</b>	<del>16.77</del> <b>17.11</b>
7	5 years plus	<del>13.68</del> <b>13.95</b>	<del>14.16</del> <b>14.45</b>	<del>14.69</del> <b>14.99</b>	<del>15.17</del> <b>15.47</b>	<del>15.76</del> <b>16.07</b>	<del>16.36</del> <b>16.68</b>	<del>16.93</del> <b>17.26</b>	<del>17.36</del> <b>17.71</b>	<del>17.81</del> <b>18.16</b>

\*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 Adult & Community Ed. Receptionist 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.

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, 2015, the Board will pay \$5,500 (for single, full-time coverage), \$4,400 (single, half-time coverage), \$11,000 (for family, full-time coverage), \$8,800 (family, half-time coverage), or \$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 \$1,250 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 (\$~~3~~500) 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 (\$~~1~~250).

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

<b>Section 3.</b>	<b>ABSENCES</b>
-------------------	-----------------

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.

**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.

<b>Section 5.</b>	<b>PERSONAL LEAVE</b>
-------------------	-----------------------

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**

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**

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.*

<b>Section 9. JURY AND WITNESS DUTY PAY</b>
---

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**

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.****VACATIONS AND HOLIDAYS**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 a 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.)
  - **Christmas Day (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)**

#### 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 22, 2015 December 8, 2015



- 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.

<b>Section 2</b>	<b>INSURANCE</b>
------------------	------------------

A. Health

All Executive Assistants shall be provided a group hospitalization, major medical, dental and prescription drug insurance policy. Effective January 1, 2015, the Board will pay \$5,500 (for single, full-time coverage), \$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.

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 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.

<b>Section 6</b>	<b>DISABILITY BENEFITS</b>
------------------	----------------------------

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**

#### 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)**

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)**

- 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.

## **Section 10**

## **PHYSICAL EXAMINATION AND REPORTS**

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**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.

November 25, 2014 December 8, 2015

**PARAPROFESSIONALS' COMPENSATION PLAN**

The Board of School Trustees hereby adopts the following wage schedule for paraprofessionals to be effective January 1, 20165.

<b>Section 1.</b>	<b>PARAPROFESSIONALS' WAGE SCHEDULE</b>
-------------------	---

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)	<del>9.49</del> <b><u>9.68</u></b>	<del>8.99</del> <b><u>9.17</u></b>
2	64 days or more, but less than 1 year	<del>9.64</del> <b><u>9.81</u></b>	<del>9.32</del> <b><u>9.51</u></b>
3	1 year or more, but less than 2 years	<del>10.08</del> <b><u>10.28</u></b>	<del>9.81</del> <b><u>10.00</u></b>
4	2 years or more, but less than 3 years	<del>10.60</del> <b><u>10.81</u></b>	<del>10.28</del> <b><u>10.49</u></b>
5	3 years or more, but less than 4 years	<del>11.09</del> <b><u>11.31</u></b>	<del>10.75</del> <b><u>10.97</u></b>
6	4 years or more, but less than 5 years	<del>11.50</del> <b><u>11.73</u></b>	<del>11.16</del> <b><u>11.38</u></b>
7	5 years or more, but less than 6 years	<del>12.01</del> <b><u>12.25</u></b>	<del>11.64</del> <b><u>11.87</u></b>
8	6 years or more, but less than 7 years	<del>12.46</del> <b><u>12.71</u></b>	<del>12.09</del> <b><u>12.33</u></b>
9	7 years or more	<del>12.97</del> <b><u>13.22</u></b>	<del>12.59</del> <b><u>12.84</u></b>

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)	<del>10.19</del> <b><u>10.40</u></b>	<del>9.93</del> <b><u>10.13</u></b>
2	64 days or more, but less than 1 year	<del>10.60</del> <b><u>10.81</u></b>	<del>10.28</del> <b><u>10.49</u></b>

3	1 year or more, but less than 2 years	<del>11.09</del> <b>11.31</b>	<del>10.75</del> <b>10.97</b>
4	2 years or more, but less than 3 years	<del>11.50</del> <b>11.73</b>	<del>11.16</del> <b>11.38</b>
5	3 years or more, but less than 4 years	<del>12.01</del> <b>12.25</b>	<del>11.64</del> <b>11.87</b>
6	4 years or more, but less than 5 years	<del>12.46</del> <b>12.71</b>	<del>12.09</del> <b>12.33</b>
7	5 years or more	<del>12.97</del> <b>13.22</b>	<del>12.59</del> <b>12.84</b>

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.)

<b>Section 2.</b>	<b>EXPLANATION OF SCHEDULES</b>
-------------------	---------------------------------

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**

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, 2015, the Board will pay \$5,500 (for single, full-time coverage), \$4,400 (for single, half-time coverage), \$11,000 (for family, full-time coverage), \$8,800 (for family, half-time coverage), or \$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

<b>Section 4. ABSENCES</b>
----------------------------

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.

<b>Section 5. PERSONAL ILLNESS/FAMILY ILLNESS ABSENCE</b>
---

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**

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 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.*

<b>Section 9. PERSONAL LEAVE</b>
----------------------------------

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.*

<b>Section 10. JURY AND WITNESS DUTY PAY</b>
--

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.

<b>Section 11. PARENTAL LEAVE</b>
-----------------------------------

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
- **Christmas Day (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)**

November 25, 2014 **December 8, 2015**

**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, 2016~~5~~. 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)	<del>13.20</del> <b><u>13.46</u></b>
2	64 days or more, but less than 1 year	<del>13.89</del> <b><u>14.17</u></b>
3	1 year or more, but less than 2 years	<del>14.50</del> <b><u>14.79</u></b>
4	2 years or more, but less than 3 years	<del>15.18</del> <b><u>15.48</u></b>
5	3 years or more	<del>16.07</del> <b><u>16.39</u></b>

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 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, 2015, the Board will pay \$5,500 (for single, full-time coverage), \$4,400 (for single, half-time coverage), \$11,000 (for family, full-time coverage), \$8,800 (for family, half-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, 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.

<b>Section 3. ABSENCES</b>
----------------------------

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.

<b>Section 4. ILLNESS ABSENCES AND LEAVES</b>
---

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.

<b>Section 5. BEREAVEMENT</b>
-------------------------------

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 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.*

<b>Section 8. PERSONAL LEAVE</b>
----------------------------------

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.*

<b>Section 9. JURY AND WITNESS DUTY PAY</b>
---

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.

<b>Section 10. PARENTAL LEAVE</b>
-----------------------------------

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.

<b>Section 11. ADOPTIVE LEAVE</b>
-----------------------------------

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.

<b>Section 12. HOLIDAYS AND VACATIONS</b>
---

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 <del>(2 days, but only one day may then be used at Independence Day)</del>	(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 a 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)
- **Christmas Day (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)**

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 **will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond** ~~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.

November 25, 2014 **December 8, 2015**

**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, 201~~6~~5. 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	<del>30,669</del> <b><u>31,283</u></b>	<del>30,671</del> <b><u>31,285</u></b>	<del>35,082</del> <b><u>35,782</u></b>
2	1 year to 3 years	<del>31,465</del> <b><u>32,094</u></b>	<del>31,464</del> <b><u>32,093</u></b>	<del>35,992</del> <b><u>36,712</u></b>
3	3 years to 5 years	<del>32,360</del> <b><u>33,007</u></b>	<del>32,361</del> <b><u>33,008</u></b>	<del>37,015</del> <b><u>37,755</u></b>
4	5 years to 7 years	<del>32,995</del> <b><u>33,655</u></b>	<del>32,994</del> <b><u>33,654</u></b>	<del>37,741</del> <b><u>38,496</u></b>
5	7 years or more	<del>33,273</del> <b><u>33,939</u></b>	<del>33,271</del> <b><u>33,937</u></b>	<del>38,061</del> <b><u>38,822</u></b>

\* 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, 2015, the Board will pay \$5,500 (for single, full-time coverage), \$4,400 (for single, half-time coverage), \$11,000 (for family, full-time coverage), \$8,800 (for family, half-time coverage), or \$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)
- Christmas Day (**if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following**)

**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.

November 25, 2014 **December 8, 2015**

**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 20165 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	<del>28,807</del>	<b><u>29,383</u></b>	<del>31,597</del>	<b><u>32,229</u></b>
2	1 year or more, but less than 3 years	<del>30,198</del>	<b><u>30,802</u></b>	<del>32,988</del>	<b><u>33,648</u></b>
3	3 years or more, but less than 5 years	<del>31,597</del>	<b><u>32,229</u></b>	<del>34,536</del>	<b><u>35,227</u></b>
4	5 years or more, but less than 7 years	<del>32,988</del>	<b><u>33,648</u></b>	<del>35,939</del>	<b><u>36,657</u></b>
5	7 years or more, but less than 9 years	<del>34,536</del>	<b><u>35,227</u></b>	<del>37,329</del>	<b><u>38,075</u></b>
6	9 years or more, but less than 11 years	<del>35,939</del>	<b><u>36,657</u></b>	<del>38,716</del>	<b><u>39,491</u></b>
7	11 years or more, but less than 13 years	<del>37,329</del>	<b><u>38,075</u></b>	<del>40,116</del>	<b><u>40,918</u></b>
8	13 years or more, but less than 15 years	<del>38,716</del>	<b><u>39,491</u></b>	<del>40,960</del>	<b><u>41,779</u></b>
9	15 years or more	<del>40,116</del>	<b><u>40,918</u></b>	<del>42,360</del>	<b><u>43,208</u></b>

- \* 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 1<sup>st</sup>.
- 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, 2015, the Board will pay \$5,500 (for single, full-time coverage), \$4,400 (for single, half-time coverage), \$11,000 (for family, full-time coverage), \$8,800 (for family, half-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, 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)
- **Christmas Day (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)**

November 25, 2014 **December 8, 2015**

**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, 2016~~5~~. 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	22.24 — 27.46 <b><u>22.68 – 28.01</u></b>
Transportation Trainer/Dispatcher	18.53 — 21.65 <b><u>18.90 – 22.08</u></b>
Food Service Truck Driver	14.87 — 17.67 <b><u>15.17 – 18.02</u></b>
Food Service Receiving/Supply	14.87 — 17.67 <b><u>15.17 – 18.02</u></b>
Evening Supervisor of Building Services	19.50 — 24.00 <b><u>19.89 – 24.48</u></b>
Food Service Training Specialist	16.85 — 23.61 <b><u>17.19 – 24.08</u></b>
Food Service Bids & Commodity Coordinator	16.05 — 25.08 <b><u>16.37 – 25.58</u></b>
Transportation Route/Driver Coordinator	18.53 — 21.65 <b><u>18.90 – 22.08</u></b>
Adult/Community Education Non-Contract Teachers	31.43 *
Building Community Education Coordinator	25.89 — 32.37 <b><u>26.41 – 33.02</u></b>
Radio Station Staff Announcer	8.73 — 12.41 <b><u>8.91 – 12.66</u></b>
Radio Station Development Assistant	10.15 — 16.24 <b><u>10.36 – 16.57</u></b>
School Security Officer	21.99 <b><u>22.43</u></b>
Title I/Funded Pupil/Program/Parent Support Person	18.50 — 26.94 <b><u>18.87 – 27.47</u></b>
High School Parent/Community Liaison	18.50 — 26.94 <b><u>18.87 – 27.47</u></b>
Evening Events Supervisor	14.00 <b><u>14.28</u></b>
Asst. Site Coordinator - 21 <sup>st</sup> 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	15.23 — 28.43 <b><u>15.53 – 29.00</u></b>
Technology Support for Student Accounting and Program Evaluation	16.05 — 19.10 <b><u>16.37 – 19.48</u></b>
Early College Data Specialist	22.90 — 26.17 <b><u>23.36 – 26.69</u></b>

\* Hourly rate based on .001 of the certified teacher's base salary

POSITION	YEARLY SALARY RANGE
Radio Station Manager	46,922 — 69,711 <b><u>47,860 – 71,105</u></b>
Radio Station Development Director	44,159 — 66,821 <b><u>45,042 – 68,157</u></b>
Radio Station Business Account Manager	34,853 — 65,709 <b><u>35,550 – 67,023</u></b>
Radio Station Program Director	34,853 — 53,622 <b><u>35,550 – 54,694</u></b>
Radio Station Senior Reporter and Assignment Editor	30,109 — 44,087 <b><u>30,711 – 44,969</u></b>
Radio Station Operations Manager	24,130 — 39,546 <b><u>24,613 – 40,337</u></b>
Radio Station Morning Edition Host	27,385 — 43,108 <b><u>27,933 – 43,970</u></b>
Radio Station Promotions Manager	28,167 — 41,910 <b><u>28,730 – 42,748</u></b>
Radio Station Membership Manager	31,237 — 44,253 <b><u>31,862 – 45,138</u></b>

Safe and Drug Free Schools Coordinator	<del>24,404—28,472</del>	<b><u>42,892 – 29,041</u></b>
Olweus Bullying Prevention Program Coordinator	<del>40,301—54,525</del>	<b><u>41,107 – 55,616</u></b>
Energy Education Specialist	<del>55,781—75,537</del>	<b><u>56,897 – 77,048</u></b>
Assistant Supervisor of Building Services	<del>52,000—65,000</del>	<b><u>53,040 – 66,300</u></b>
Adult and Community Education Program Manager	<del>60,000—70,000</del>	<b><u>61,200 – 71,400</u></b>
School Psychologist Intern		35,520
21 <sup>st</sup> Century Community Learning Center Coordinator		2,500 (per semester)
Community Engagement Manager	28,428	<b><u>28,997</u></b>
Jr. ROTC Program Manager	<del>50,000—65,000</del>	<b><u>51,000 – 66,300</u></b>

An hourly 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, 2015, the Board will pay \$5,500 (for single, full-time coverage), \$4,400 (for single, half-time coverage), \$11,000 (for family, full time coverage), \$8,800 (for family, half-time coverage), or \$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— <del>two days</del>	(see A-4)
Memorial Day	
Independence Day – <u>two days</u>	(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 a 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.)
  - **Christmas Day (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)**

#### 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 will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond ~~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 22, 2015 December 8, 2015

**THERAPISTS' COMPENSATION PLAN**

**Section 1. THERAPISTS' 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, 2016~~5~~. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools

POSITION	YEARLY SALARY RANGE
Occupational Therapist	42,300—60,522 <b><u>46,146 – 61,732</u></b>
Occupational Therapist Assistant	40,511—49,166 <b><u>41,322 – 50,149</u></b>
Physical Therapist Assistant	40,511—49,166 <b><u>41,322 – 49,166</u></b>
POSITION	HOURLY WAGE
* Speech Pathologist, Speech Pathology Technician, Speech Therapist	\$25.87

\* 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 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, 2015,

the Board will pay \$5,500 (for single, full time coverage), \$4,400 (for single, half-time coverage), \$11,000 (for family, full-time coverage), \$8,800 (for family, half-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 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 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**

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
- **Christmas Day (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)**

November 25, 2014 **December 8, 2015**

**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 January 1, 20165. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	HOURLY WAGE RANGE
Support Technician (I)	15.38—24.04 <b><u>15.69 – 24.52</u></b>
Office Systems Support Technician (I)	14.42—18.00 <b><u>14.71 – 18.36</u></b>

POSITION	YEARLY SALARY RANGE
Network Engineer (V)	60,000—89,000 <b><u>61,200 – 90,780</u></b>
Technical Support Manager (IV)	62,000—87,000 <b><u>63,240 – 88,740</u></b>
Computer Systems Specialist (IV)	56,000—76,000 <b><u>57,120 – 77,520</u></b>
Office Systems Support Manager (III)	48,000—67,000 <b><u>48,960 – 68,340</u></b>
Database Administrator/Programmer (III)	44,545—68,107 <b><u>45,436 – 69,469</u></b>
Technical Support Specialist (III)	48,000—67,000 <b><u>48,960 – 68,340</u></b>
Advanced Support Technician (II)	42,000—60,000 <b><u>42,840 – 61,200</u></b>
Network Infrastructure Technician (II)	36,000—60,000 <b><u>36,720 – 61,200</u></b>
Programmer/Analyst (II)	42,000—60,000 <b><u>42,840 – 61,200</u></b>
Office Systems Support Specialist (II)	40,000—58,000 <b><u>40,800 – 59,160</u></b>
Digital Communications Specialist	35,536—55,842 <b><u>36,247 – 56,959</u></b>

**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, 2015, the Board will pay \$5,500 (for single, full-time coverage), \$4,400 (for

single, half-time coverage), \$11,000 (for family, full time coverage), \$8,800 (for family, half-time coverage), or \$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

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 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 <del>—(two days, but only one day may then be used at Independence Day)</del>	(see D)
Memorial Day	
Independence Day <u>— two days</u>	(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 a 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 **will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond** ~~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.

November 25, 2014 **December 8, 2015**

Proposed Revised Board PolicySUPPORT STAFF PROBATION, EVALUATION,  
AND ELIGIBILITY FOR BENEFITSSection 1. Establishment and Length of Probation Period

- A. The employee shall serve a probationary period of employment. Such probationary period shall normally be **eight nine (89)** work weeks in length. ~~Based upon administrative recommendation, the probationary period may be extended for up to four (4) work weeks, or, when performance is unsatisfactory, it may be shortened.~~
- B. Upon satisfactory completion of the probationary period, the employee becomes eligible for benefits. Upon the recommendation of the supervisor/administrator to whom the employee is assigned, the Director of Personnel may recommend the employee to the Board of School Trustees for regular employment. Upon the Board of School Trustees' approval of regular employment, such employee shall become a regular employee.
- C. A regular employee shall be defined as an employee who may, pursuant to Elkhart Community Schools' policy, be eligible for benefits.

Section 2. Waiver of Probation Period

Part or all of the probationary period of an employee may be waived by the Board of School Trustees, except as it relates to eligibility for benefits, when such is recommended by the supervisor/administrator to whom the employee is assigned and by the Director of Personnel. Upon the Board's approval of the recommendation, the employee shall be granted the status of a regular employee, even though the probationary period has not expired.

Section 3. Evaluation during Probation Period

The probationary employee will be evaluated in writing after four (4) weeks and eight (8) weeks by the immediate supervisor/administrator, and by another administrator if requested by the Director of Personnel. A copy of each evaluation shall be filed with the personnel office.

Section 4. Evaluation In New Position

Employees who have transferred to a different job will be evaluated during the first sixty days in a manner similar to that used in Section 3.

Section 5. Eligibility for Benefits

- A. When classified employees have satisfactorily completed their probationary period, they become eligible for applicable benefits and for advancement to the next salary step above the probationary rate.
- B. Full-time classified employees are employed on a calendar year basis and are eligible for applicable benefits, provided they work four (4) hours per day or more, and have satisfactorily completed their probationary employment.

- C. School-year classified employees are employed during the school year for 140 to 225 days per year. After having satisfactorily completed their probationary employment, employees are provided with applicable benefits so long as they work twenty (20) hours or more per week.
- D. School-year classified employees who work less than four (4) hours per day and less than twenty (20) hours per week are not entitled to benefits. The only exception is for those school-year employees who have satisfactorily completed one year of employment as of January 1 of any year, who shall be entitled to personal leave and the retirement benefit based on accumulated days of unused personal leave.
- E. Both full-time and school-year classified employees shall be considered to be regular employees, and the benefits which are applicable to each group are provided on a calendar year basis.
- F. Benefit days shall be awarded on a calendar year basis.
  - 1. These days will be awarded on the first day the employee works or the first work day for which the employee is authorized to use an available benefit day.
  - 2. An employee who does not meet the requirements listed above for the award of benefits days may request that the Superintendent waive these requirements. Normally, this request must be made in writing prior to the use of said days. The Superintendent/Designee shall have the discretion to waive these requirements after considering both the nature of the absence and the employee's attendance record. The Superintendent/Designee's approval shall be provided in writing to payroll.

Section 6. Anniversary Date

An anniversary date will be established for every classified employee upon their employment with Elkhart Community Schools. Such date will be set initially as the employee's first day of employment. An employee's anniversary date will change in the event that the employee has a period of unpaid leave in excess of four (4) weeks. An employee's anniversary date will be used to calculate the employee's years of service, eligibility for career increment, or longevity compensation.

January 11, 2011 **December 8, 2015**

ELKHART COMMUNITY SCHOOLS  
OVERNIGHT TRIP REQUEST

School: Central HS  
Class/Group: Central Band  
Number of Students: 4  
Date/Time Departing: 8am - Dec 4, 15  
Date/Time Returning: 12am - Dec 6, 15  
Destination: Muncie, IN - Ball State Univ  
Overnight Facility: BSU Hotel - if they choose to stay and  
Mode of Transportation: Parent not travel back and forth  
Reason for Trip: Ball State Honor Band - these  
4 students were selected out of  
300+ entries.

Names of Chaperones: Each students Parent

Cost per Student: \$35 for registration - \$30 for hotel

Describe Plans for Raising Funds or Funding Source: \_\_\_\_\_

Plans to Defray Costs for Needy Students: \_\_\_\_\_

Are Needy Students Made Aware of Plans? \_\_\_\_\_

Signature of Teacher/Sponsor: J. Bowman

Signature of Principal: Frank Surge Date: 11/24/15

\*\*\*\*\*

Send to Assistant Superintendent for Instruction for approval and for submission to the Board of School Trustees.

Approval of Assistant Superintendent: Dawn L. McVrath Date: 11/30/15

Approved by Board: \_\_\_\_\_  
(All overnight trips require prior approval by Board Policy IICA.)

# ELKHART COMMUNITY SCHOOLS OVERNIGHT TRIP REQUEST

School: Elkhart Central

Class/Group: N.E.R.D.S. Robotics

Number of Students: 10

Date/Time Departing: 12/18/15

Date/Time Returning: 12/19/15

Destination: Indy South Tournament Indianapolis IN  
City State

Overnight facility: Comfort Inn Hotel (or comorable)

Mode of Transportation: Charter bus

Reason for trip: FTC Robotics Tournament

Names of chaperones: 6+

Cost per student: 40 per person on bus / with hotel, ~ \$100

Describe Plans for Raising Funds or Funding Source: Funds currently in an account for our team, also, we have applied for an EEF grant renewal

Plans to defray costs for needy students: Existing source funds in team account

Are needy students made aware of plans? Yes

Signature of Teacher/Sponsor: [Signature]

Signature of Principal: [Signature] Date: 12/3/15

\*\*\*\*\*  
Send to Assistant Superintendent for Instruction for approval and for submission to Board of School Trustees


Approval of Assistant Superintendent: [Signature] Date: 12/3/15

Approval by Board: \_\_\_\_\_

(All overnight trips require prior approval by Board Policy IICA.)

November 11, 2009

**ELKHART COMMUNITY SCHOOLS**  
**Elkhart, Indiana**

DATE: December 3, 2015  
 TO: Dr. Robert Haworth, Superintendent  
 FROM: Dr. Dawn McGrath   
 RE: **Conference Leave Requests**  
**December 8, 2015 - Board of School Trustees Meeting**

The following requests for excused absences are recommended for approval:

2015 - 2016 CONFERENCES	EXPENSES	SUBSTITUTE
<p><b>SCHOOL FINANCE ISSUES SEMINAR</b></p> <p>This seminar will provide information covering the latest developments affecting current and future school finance matters, and will be used in the Business Operations of the school corporation.</p> <p>Plainfield, IN</p> <p>December 9, 2015 (1 day's absence)</p> <p style="padding-left: 40px;">DOUGLAS HASLER - ESC (0-0)</p>	\$125.00	\$0.00
<p><b>CONNECTING LEARNING ASSURES SUCCESSFUL STUDENTS (C.L.A.S.S.)</b></p> <p>This new teacher workshop is an opportunity for educators to explore strategies in classroom management, student engagement, assessments, collaboration, meaningful connections, and differentiations based upon current brain research. Participants will also partake in classroom observations; a teacher panel discussion; and have processing time with colleagues and student ambassadors.</p> <p>Goshen, IN</p> <p>December 15, 2015 (1 day's absence)</p> <p style="padding-left: 40px;">LINDSEY BLACKFORD - DALY (0-0)</p> <p style="padding-left: 40px;">NATALIE BLAIR - DALY (0-0)</p> <p style="padding-left: 40px;">MICHELLE FOSTER - DALY (0-0)</p> <p style="padding-left: 40px;">ELIZABETH KEILING - DALY (0-0)</p> <p style="padding-left: 40px;">KENDRA WEIRICH - DALY (0-0)</p> <p style="padding-left: 40px;">AMBER WILLIAMS - DALY (0-0)</p>	\$300.00	\$510.00
<p><b>MIDWEST MUSIC CLINIC FOR BAND AND ORCHESTRA DIRECTORS</b></p> <p>This clinic will provide the most current information regarding the best practices for teaching band and orchestra. Information learned will be used to help recharge the music program.</p> <p>Chicago, IL</p> <p>December 17 - 19, 2015 (2 day's absence)</p> <p style="padding-left: 40px;">DAN BURTON - PIERRE MORAN (0-0)</p>	\$734.75	\$255.00



2015 - 2016 CONFERENCES	EXPENSES	SUBSTITUTE
<p><b>IDOE/PURDUE UNIVERSITY STEM CONFERENCE</b></p> <p>Purdue COE STEM efforts will be highlighted, including the Integrated STEM Teacher Education Initiative and the STEM Road Map project. Leadership from the Purdue COE and national STEM school leaders will facilitate breakout groups of STEM integration strategies.</p> <p>West Lafayette, IN</p> <p>January 14, 2016 (1 day's absence)</p> <p>JACKLIN BEARD-GREEN - BEARDSLEY (0-0)</p> <p>JENNIFER DOOLIN - BEARDSLEY (0-0)</p> <p>SUE FELIX - BEARDSLEY (0-0)</p> <p>AMY MATHEWS - BEARDSLEY (1-2)</p> <p>VAL MULLINS - BEARDSLEY (0-0)</p> <p>VAL PRILLER - BEARDSLEY (3-4)</p> <p>CHRIS SCALISE - BEARDSLEY (2-2)</p> <p>NICOLE SERGE - BEARDSLEY (2-3)</p> <p>MONZELLA SMITH - BEARDSLEY (0-0)</p> <p>TAMMY SMITH - BEARDSLEY (0-0)</p> <p>MARC THOMPSON - BEARDSLEY (0-0)</p> <p>TRACY THOMPSON - BEARDSLEY (0-0)</p> <p>JULIE WILLIAMS - BEARDSLEY (0-0)</p>	\$1,630.00	\$510.00
<p><b>CENERGISTIC 2016 WINTER NATIONAL TRAINING CONFERENCE</b></p> <p>This conference will provide continuing education and training in regards to our cost avoidance program.</p> <p>Dallas, TX</p> <p>January 18 - 19, 2016 (2 day's absence)</p> <p>TED FOLAND - ESC (1-2)</p>	\$946.00	\$0.00
<p><b>CONNECTED MATH PROJECT (CMP) USERS CONFERENCE</b></p> <p>This conference was designed to provide thought-provoking and insightful conversations based around mathematics teaching, learning, and assessing for all CMP classes.</p> <p>Lansing, MI</p> <p>February 19 - 20, 2016 (1 day's absence)</p> <p>LORI HOESE - WEST SIDE (0-0)</p> <p>SHANNON LOVELY - WEST SIDE (0-0)</p> <p>STEVE MCGRATH - WEST SIDE (0-0)</p>	\$1,630.60	\$255.00

2015 - 2016 CONFERENCES	EXPENSES	SUBSTITUTE
<b>HIGH ABILITY: USING DATA TO DETERMINE IDENTIFICATION, SERVICES, AND PROGRAM EFFECTIVENESS</b> This conference will provide information in regards to working with data to learn how to use norm-referenced ability and achievement data and qualitative indicators in an identification procedure which is consistent with the Indiana mandate; learn how to use identification data to determine appropriate group and individual services options; explore other district data to determine high ability program effectiveness and to identify areas in need of improvement; and learn how to use a teacher observation tool to drive improvement for high ability differentiation. Fishers, IN February 24, 2016 (1 day's absence) JEAN CREASBAUM - ESC (4-6) DAWN MCGRATH - ESC (1-3)	\$272.50	\$0.00
<b>EXECUTIVE SUMMIT</b> This is a business executive conference offered through the Credit Union industry which will provide the opportunity to hear from expert speakers who will cover topics such as Institutional Leadership; Organizational Performance; Economic Outlook/Update; Strategic Mergers; and Marketing Strategies and Execution. Vail, CO March 6 - 11, 2016 (5 day's absence) ROD DONIGAN - MEMORIAL (0-0)	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$5,638.85</b>	<b>\$1,530.00</b>
2015 YEAR-TO-DATE GENERAL FUNDS	\$15,398.78	\$1,500.00
2016 YEAR-TO-DATE GENERAL FUNDS	\$229.00	\$170.00
2015 YEAR-TO-DATE OTHER FUNDS	\$155,180.16	\$7,820.00
2015 YEAR-TO-DATE ADJUSTMENTS	(\$3,878.00)	(\$140.00)
2016 YEAR-TO-DATE OTHER FUNDS	\$36,776.28	\$3,825.00
2016 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$203,706.22</b>	<b>\$13,175.00</b>

*(Figures in parentheses are the number of conferences & the number of absence days previously approved for the current school yr.)*

**ELKHART COMMUNITY SCHOOLS**  
**Elkhart, Indiana**

DATE: December 3, 2015  
 TO: Dr. Robert Haworth, Superintendent  
 FROM: Dr. David Benak *DRB*  
 RE: **Conference Leave Requests Paid Under Carl D. Perkins Grant  
 December 8, 2015 - Board of School Trustees Meeting**

The following requests for excused absences are recommended for approval:

2015 - 2016 CONFERENCES	EXPENSES	SUBSTITUTE
<b>8TH ANNUAL NATIONAL TCTW LEADERS' FORUM</b>  TCTW will provide information and technical assistance for career and technical education. The conference will focus on CTE leadership and emerging programming to help establish a vision for the future of college and career readiness. Charleston, SC February 1-5, 2016 DAVID BENAK (1-4), BRENDA EMERSON (3-6) Leadership Conference	\$3,549.75	\$0.00
<b>TOTAL</b>	<b>\$3,549.75</b>	<b>\$0.00</b>
2015-16 YEAR-TO-DATE PERKINS FUNDS	\$11,257.28	\$3,740.00
<b>GRAND TOTAL</b>	<b>\$14,807.03</b>	<b>\$3,740.00</b>

*(Figures in parentheses are the number of conferences & the number of absence days previously approved for the current school year)*



PERSONNEL DEPARTMENT

\*\*\*\*\*

**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: DR. ROBERT HAWORTH**  
**FROM: MR. DOUGLAS THORNE**  
**DATE: DECEMBER 8, 2015**

**PERSONNEL RECOMMENDATIONS**

**CERTIFIED**

- a. **Consent Agreement** – We recommend the approval of seven consent agreements regarding employee retention and two regarding unpaid time.
- b. **New Certified Staff** – We recommend the following new certified staff for employment in the 2015-16 school year:

<b>Mackenzie Hill</b>	<b>TBD/Elementary</b>
<b>Nicole Labuziensi</b>	<b>Pinewood/Special Education</b>
<b>Mary Shepperd</b>	<b>Hawthorne/Special Education</b>

- c. **Maternity Leave** – We recommend a maternity leave for the following employees:

<b>Jessica Caskey</b> Begin: 1/22/16	<b>Beck/Grade 5</b> End: 2/5/16
<b>Megan Fitz</b> Begin: 1/4/16	<b>Pinewood/Grade 2/PEP</b> End: 3/18/16

- d. **Professional Leave** – We recommend the approval of a professional leave for the following employee:

<b>Melissa Jennette</b> Begin : 1/4/16	<b>Bristol/Principal</b> End : 6/17/16
---	---

## CLASSIFIED

- a. **Resignation** – We report the resignation of the following classified employees:

**Semage Amalnathan**  
Began: 9/2/15

**Pinewood/Food Service**  
Resign: 12/4/15

**Travon Curry**  
Began: 8/31/09

**West Side/Paraprofessional**  
Resign: 12/11/15

**Scott Killelea**  
Began: 8/6/15

**Transportation/Unassigned Bus Driver**  
Resign: 12/18/15

- b. **Retirement** – We report the retirement of the following classified employees:

**Kenneth Barnes**  
Began: 3/29/99

**Riverview/Custodian**  
Retire: 2/19/16  
16 Years of Service

**Rebecca Egert**  
Began: 10/25/95

**Transportation/Bus Driver**  
Retire: 1/4/16  
20 Years of Service

**Henry Griffin**  
Began: 11/21/94

**Pierre Moran/Custodian**  
Retire: 1/5/16  
21 Years of Service

- c. **New Employees** – We recommend regular employment for the following classified employees:

**Heidy Cruz**  
Began: 9/21/15

**Roosevelt/Paraprofessional**  
PE: 11/30/15

**Jill Gude**  
Began: 9/21/15

**Eastwood/Paraprofessional**  
PE: 11/30/15

**Kevin Havens**  
Began: 9/28/15

**Central/Custodian**  
PE: 11/30/15

**Karen Hupp**  
Began: 9/17/15

**Osolo/Paraprofessional**  
PE: 11/30/15

**Maurice Johnson**  
Began: 9/22/15

**Memorial/Custodian**  
PE: 11/20/15

**Darnisha Sanders**  
Began: 9/30/15

**Memorial/Food Service**  
PE: 12/2/15