

AGENDA FOR  
BOARD OF SCHOOL TRUSTEES  
REGULAR MEETING

Elkhart Community Schools  
Elkhart, Indiana

December 10, 2019

CALENDAR

Dec	10	5:30 p.m.	Executive Session, J.C. Rice Educational Services Center
Dec	10	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Dec	17	8:00 a.m.	Regular Meeting/Work Session, J.C. Rice Educational Services Center
Jan	14	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Jan	14	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Jan	28	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

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- A. CALL TO ORDER
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. SUPERINTENDENT'S STUDENT ADVISORY COUNCIL REPRESENTATIVES  
Memorial High School  
Central High School
- E. STUDENT RECOGNITION  
Mia Morgan-Perez - National Student Leadership Academy
- F. FIGHT SONG PRESENTATION  
The administration recommends Board approval of the instrumental music for the Elkhart High School Fight Song.
- G. MINUTES - November 26, 2019 - Regular Board Meeting
- H. TREASURER'S REPORT

Consideration of Claims

Gift Acceptance - The administration recommends Board acceptance with appreciation of recent donations made to Elkhart Community Schools.

Extra Curricular Purchase Requests - The Business Office seeks Board approval of extra-curricular purchase requests.

Fuel Bids - The Business Office recommends awarding bids for the purchase of gasoline and diesel fuel for calendar year 2020.

I. NEW BUSINESS

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

- 3422.01S - Food Service Employees' Compensation Plan
  - 3422.02S - Mechanics' Compensation Plan
  - 3422.03S - Bus Drivers' Compensation Plan
  - 3422.04S - Bus Helpers' Compensation Plan
  - 3422.05S - Support Staff Salary Schedule
  - 3422.06S - Secretarial/Business Compensation Plan
  - 3422.07S - Executive Assistants' Salary Schedule
  - 3422.09S - Technical Assistants' Compensation Plan
  - 3422.10S - Registered Nurses' Compensation Plan
  - 3422.11S - Social Workers' Compensation Plan
  - 3422.12S - Employees in Miscellaneous Positions Compensation Plan
  - 3422.13S - Therapists' Compensation Plan
  - 3422.14S - Employees in Tech. Services Positions Compensation Plan
  - 3422.15S - Permanent Substitute Teachers' Compensation Plan
- 3422-08S- Paraprofessionals' Compensation Plan

Board Policy 3413S – Support Staff Working Hours, Compensatory Time, and Overtime. The administration presents proposed revisions to Board Policy 3413S

Administrative Regulation GDBA-10 – The administration presents proposed revisions to Administrative Regulation GDBA -10 - Miscellaneous Position Pay Schedule.

Custodial Agreement – The administration recommends Board approval of the proposed Agreement with the American Federation of State, County, and Municipal Employees (AFL-CIO, Local #2925).

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

J. PERSONNEL

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

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

K. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

L. ADJOURNMENT

MINUTES  
OF THE REGULAR MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana  
November 26, 2019

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

Place/Time

Board Members Present:	Douglas K. Weaver Kellie L. Mullins Carolyn R. Morris	Babette S. Boling Susan C. Daiber Rodney J. Dale Roscoe L. Enfield, Jr.
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Roll Call

President Doug Weaver called the regular meeting of the Board of School Trustees to order.

Call to Order

Kevin Scott, chief financial officer, recited the Elkhart Promise.

The Elkhart Promise

Mr. Weaver discussed the invitation to speak protocol.

Superintendent’s Student Advisory Council (SSAC) representatives Owen Stine from Central High School (CHS) and Kayla Edsall from Memorial High School (MHS) introduced themselves. Ms. Edsall, a sophomore, is involved in orchestra, SSAC, and Future Farmers of America (FFA) working with alpacas. Ms. Edsall reported the following: the final Memorial vs. Central swim meet was last night; boys basketball, wrestling, and speech competitions are underway; the Unified Track Team is hosting a ‘reindeer games’ night December 12<sup>th</sup>; and the National Honor Society is hosting a family carnival in February. Mr. Stine, a sophomore, is involved in cross country, SSAC, key club, chess club, and will be participating in unified track this Spring. Mr. Stine congratulated Bill Niederer, Central’s choir director, for being named one of two recipients of the Central Region’s Stace Stegman Award for 2020 by the American Choral Directors Association. He also highlighted choir, orchestra and band performances, and winter sports. In upcoming events, Mr. Stine noted the assembly for Nathan Harmon, class Olympics, and the December joint SSAC meeting. In closing, he thanked the Board for giving staff the opportunity to travel to Indianapolis last Tuesday.

Superintendent’s Student Advisory Council

Members of the Elkhart High School Air Force JROTC Raider Team were introduced. The team concluded their 2019 campaign in late October. In only their third competitive season the Raider Team's unprecedented accomplishments included a 5th place finish in the All-Service Regional Meet at Hobart. (#1 Air Force JROTC unit in Region). The season ended at the Indiana All-Service State Championships at Camp Atterbury in Edinburgh, Indiana. The Elkhart Lions placed third overall (#1 Air Force JROTC unit in State) in state, finishing behind the eventual 1<sup>st</sup> and 2<sup>nd</sup> National finishers. According to Major Jeffrey Dorman and SMSgt. Steve Rutledge, the Raider Team is laying the groundwork for a trip to the Raider National Championship next year.

Student  
Recognition

By unanimous action, the Board approved the following minutes:  
November 12, 2019 – Public Work Session  
November 12, 2019 – Regular Board Meeting

Approval of  
Minutes

By unanimous action, the Board approved payment of claims totaling \$5,719,165.61 as shown on the November 26, 2019, claims listing. (Codified File 1920-58)

Payment of  
Claims

By unanimous action, the Board accepted with appreciation the following donations made to Elkhart Community Schools (ECS): an anonymous donation of \$96.31 to pay negative food balances at Eastwood; \$200 from the David Emens Memorial fund; 100 hams from Chiphone FCU to be distributed through social workers to families in need; a 1997 Pierce Saber rescue pumper (owner valued at \$5,000) from the Elkhart Fire Department to be used in the EACC firefighting class; \$1,500 from the Elkhart Vintage Auto Club to establish a scholarship for EACC students enrolled in the automotive cluster over the next 3 years; a Hardinge precision turning center (owner valued at \$10,000) from Alex Aubels to be used in the EACC manufacturing classes; \$500 from Richard and Babette Boling for Memorial's girls/boys track team; \$500 from Mrs. Julie Weaver to the Air Force JROTC program to offset expenses for the Military Ball; 600 knitted hats from United Ways of Elkhart County to be distributed through the Elkhart Education Foundation Schoolhouse Supply Store; and \$250,000 from Welch Packaging and \$25,000 from David Weaver to the Engineering, Technology and Innovation building fund.

Gift Acceptance

The Board received a financial report from Kevin Scott, chief financial officer, for the period January 1 – October 31, 2019, and found it to be in order.

Financial Report

By unanimous action, the Board adopted a Resolution to transfer appropriations in the 2019 tax funds (Codified File 1920-59)

Resolution

By unanimous action, the Board approved extra-curricular purchase requests from Central to purchase banners for the baseball field in the amount of \$6,435; and Memorial to purchase a 5-piece drum set in the amount of \$599.

Extra Curricular  
Purchases

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 1920-60)

Fundraisers

Mr. Scott provided the current insurance update reporting claims remain below overall compared to last year.

Insurance Update

By unanimous action, the Board approved a revision to the 2019-2020 School Calendar. The revision was for Memorial's graduation to be held on Wednesday, June 3, 2020. (Codified File 1920-61)

Calendar

By unanimous action, the Board approved the following grant submission requests from the EACC: a Bringing Ag to Urban Elementary Schools Grant to 2020 North Central Youth Educators in the amount of \$2,911; and a SAE Grant to the National FFA in the amount of \$1,000. (Codified File 1920-62)

Grant Submissions

By unanimous action, the Board approved the following overnight trip requests: for 8 Memorial choir students to travel to Fort Wayne on 1/17-1/18, to attend perform in the All-State Honor Choir; and EACC veterinary career students to travel to East Lansing, MI, to show pigs and compete at the Future Farmers of America (FFA) skill-a-thon.

Overnight Trip Request

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 26, 2019 listings. (Codified File 1920-63)

Conference Leave Requests

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

Personnel Report

Consent agreements regarding unpaid time for two certified staff members. (Codified File 1920-64)

Consent Agreements

Employment of the following four (4) certified staff members for the 2019-2020 school year effective on dates indicated:

Certified Employment

Seth Barnett - machine technology at EACC, 12/16/19

Mark Myers - language arts at West Side, 11/18/19

Emily Piggott - language arts at Memorial, 1/6/20

Kimberly Wallace - Kindergarten at Beardsley, 11/25/19

Change to maternity leave for certified staff member, Lindsey Morehouse, intervention at Roosevelt, beginning 10/22/19 and ending 6/3/20.

Certified Leave

Medical leave for certified staff member, James McClain, math at North Side, beginning 11/15/19 and ending 12/20/19.

Certified Leave

<p>Resignation of the following three (3) certified staff members effective on the dates indicated:  Sierra Minnix, Kindergarten at Beardsley, 11/26/19  Jana Spears, special education at Memorial, 11/26/19  Shalynn Tinkel, academic dean at Hawthorne, 11/29/19</p>	Certified Resignations
<p>Employment of the following eleven (11) classified employees successfully completed their probationary period on dates indicated:  Lisa Conley - food service at Memorial, 11/25/19  Zoe Hellman - paraprofessional at West Side, 11/13/19  Sarah Hunt, - paraprofessional at Hawthorne, 11/18/19  Jessica Kain - technical assistant at West Side, 11/25/19  Cassandra Mashala - food service at Eastwood, 11/19/19  Kathleen Nussbaum - food service at Daly/Osolo, 11/25/19  Joy Pendl - paraprofessional at Eastwood, 11/13/19  Cathaleen Phillipson - food service at North Side 11/13/19  Allison Sanford - paraprofessional at Eastwood, 11/13/19  Donna Storm - food service at Daly, 11/20/19  Kimberly Stutzman - social worker at Bristol, 11/15/19</p>	Classified Employment
<p>Retirement of classified employee, Debra Benn Robbins, food service at Monger, effective 12/31/19 with 24 years of service.</p>	Classified Retirement
<p>Resignation of the following three (3) classified employees effective on dates indicated:  Rhonda Crum - secretary at Building Services, 12/20/19  Starr Laughman - food service at Memorial, 11/15/19  Jasmin Martinez - paraprofessional at Monger, 11/22/19</p>	Classified Resignations
<p>Leave for the following two (2) classified employees on dates indicated:  Sharon Garcia, food service at Central, beginning 4/11/20 and ending 4/25/20  Connie Schneider, food service at Central beginning 11/14/19 and ending 6/3/20</p>	Classified Leaves
<p>An audience member spoke regarding the current status of the high ability program and what is being done to improve it.</p>	From the Board
<p>Mr. Weaver commented on the trip to Indianapolis to attend the Red for Ed Action Day and complimented Kerry Mullet on her presentations to elected officials.</p>	From the Audience

The meeting adjourned at approximately 7:40 p.m.

APPROVED:

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Douglas K. Weaver, President

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Kellie L. Mullins, Vice President

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Carolyn R. Morris, Secretary

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Babette S. Boling, Member

\_\_\_\_\_  
Susan C. Daiber, Member

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Rodney J. Dale, Member

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Roscoe L. Enfield, Jr., Member

Adjournment

Signatures



**EASTWOOD ELEMENTARY SCHOOL**

2605 COUNTY ROAD 15 • ELKHART, IN 46514

PHONE: 574-262-5583



**ELKHART COMMUNITY SCHOOLS**

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: 11/22/2019  
TO: Dr. Steve Thalheimer  
Board of School Trustees  
FROM: Melinda Higginson, Principal  
RE: Donation Approval

Eastwood Elementary received \$500.00 from NIVA (Northern Indiana Volleyball Association) as a sign of their appreciation for the use of our gym. The money is to be used to benefit our students at Eastwood and/or for Eastwood's volleyball program.

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:

Adria Anderson & Jacquie Rost  
Co-Directors of NIVA  
Phone: 574-274-6495  
10100 Billet Ct  
Granger, IN 46530





**ELKHART MEMORIAL HIGH SCHOOL**  
2608 CALIFORNIA ROAD • ELKHART, IN 46514  
PHONE: 574-262-5600



**ELKHART COMMUNITY SCHOOLS**  
J.C. RICE EDUCATIONAL SERVICES CENTER  
2720 CALIFORNIA ROAD • ELKHART, IN 46514  
PHONE: 574-262-5500



**ELKHART**  
**COMMUNITY SCHOOLS**  
EARLY COLLEGE PROGRAM

DATE: 11/26/2019

TO: Steve Thalheimer, Superintendent  
Board of School Trustees

FROM: Michele Tibbs, Memorial High School Early College Counselor

RE: Donation Approval

Virtual Benefits Administrators, VBA, would like to donate \$1,500.00 to a charity of Patrick Tibbs' choice. Patrick has chosen the Early College Program at Memorial High School.

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

VBA  
W180 N11711 River Lane  
Germantown, WI 53022

and

Patrick Tibbs  
Everence Financial  
PO Box 483  
Goshen, IN 46527





BUSINESS OFFICE

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: DR. STEVEN THALHEIMER  
BOARD OF SCHOOL TRUSTEES**

**FROM: CARY ANDERSON**

**DATE: DECEMBER 2, 2019**

**SUBJECT/ EXTRA CURRICULAR PURCHASE**

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

SCHOOL/ACCOUNT	ITEM	AMOUNT
EMHS CHOIRS	GARMENT RACKS AND ACCESSORIES	\$1072.70



ELKHART MEMORIAL HIGH SCHOOL

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

To: Business Office  
From: Cary Anderson, Principal  
Date: 11/18/2019

CA

Expenditure of extracurricular Funds

The purpose of this memo is to request board approval for the expenditure of EMHS extracurricular funds. The EMHS CHOIRS request approval for the expenditure of \$1072.70 out of their extra-curricular for the purchase of garment racks and accessories from Only Hangers, Inc. to be used for storage and maintenance of choral formalwear in the new music department area of the building.



**BUSINESS OFFICE**

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**ELKHART  
COMMUNITY SCHOOLS**

**INTERNAL MEMO**

**To: DR. STEVE THALHEIMER  
BOARD OF SCHOOL TRUSTEES**

**FROM: TONY GIANESI** *AVG*

**DATE: DECEMBER 5, 2019**

**SUBJECT: RECOMMENDATION FOR AWARD – FUEL BID 2020**

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Fuel bids for 2020 were opened on December 4, 2019 by Tony Gianesi, Jon Chevalier, Henry Lohmeyer, and Sarah Nelson. After reviewing bids, it is recommended that the 2020 Fuel Bid be awarded to Ceres Solutions, formerly known as North Central CO-OP as the most responsive and most responsible bidder. Ceres Solutions/North Central CO-OP has provided fuel for Elkhart Community Schools each year since 2016.

The Ceres Solutions/North Central CO-OP bid is the most responsive as well as the lowest total bid per contract amount of the bids submitted. Based upon the bid amounts the Ceres Solutions/North Central CO-OP is \$18,575 under the next lowest bidder.

The bid summary reflects fixed pricing, including all applicable taxes and fees, available on the date of bids. The Business Office respectfully requests permission to award a fixed price contract to Ceres Solutions/North Central CO-OP within the next 30 days. Agreement price will be locked on date determined by ECS.

VENDOR	FORM 95		FIXED DIESEL	FIXED REGULAR	TOTAL COST PER BID DOCUMENTS
CERES	X		2.494	1.995	548,675
CRYSTAL FLASH	X		2.5897	2.1803	572,447
PETROLEUM TRADERS	X		2.6551	2.0690	582,745
YODER	X		2.56	2.21	567,250

Book Policy Manual  
 Section 3000 Personnel  
 Title Proposed Revised MECHANICS' COMPENSATION PLAN  
 Code po3422.02S  
 Status  
 Adopted December 13, 2016  
 Last Revised August 13, 2019  
 Last Reviewed December 10, 2019

**3422.02S - MECHANICS' COMPENSATION PLAN**

**Wage Schedule**

The Board of School Trustees hereby adopts the following schedule for mechanics effective ~~August 1, 2019~~ January 1, 2020. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

<u>Classification</u>	<u>Wage Range (per hour)</u>
Head Mechanic	<del>26.49</del> <u>26.00</u> - <del>29.63</del> <u>29.08</u>
Assistant Head Mechanic	<del>24.13</del> <u>23.68</u> - <del>26.49</del> <u>26.00</u>
* Mechanic <del>I</del>	<del>17.57</del> <u>21.94</u> - <del>24.16</del> <u>23.71</u>
* Mechanic <del>II</del>	<del>20.15</del> <u>21.94</u>
* Mechanic <del>III</del>	<del>17.24</del> <u>20.15</u>

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

The Corporation will provide mechanics with cold-weather gear every three (3) years and will replace if damaged as needed.

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>
five (5) or more, but less than ten (10)	\$.20
ten (10) or more, but less than fifteen (15)	\$.30
fifteen (15) or more, but less than twenty (20)	\$.50
twenty (20) or more years	\$.70

**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, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one (1) of the plans 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 Human Resources 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 (6) 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 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 (1) of the following benefits based upon the employee's daily rate at the time of retirement:
  1. One (1) 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 mechanic's 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 3413S.

## Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/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 (1) 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.

## **Illness Absences and Leaves**

### **Personal Illness/Family Illness Absence**

Full-time classified personnel will be allowed the number of hours equal to one (1) 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 190 days as personal illness days.

As used in this section, Immediate family shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~"immediate family" includes spouse, life partner, 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.~~ "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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/her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two-thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full pay by using available illness absence, personal business, and/or vacation benefits.

### **Personal Illness Leave/Family Illness Leave Incentive Plan**

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

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

### **Bereavement**

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively. ~~a period extending not more than seven (7) consecutive calendar days immediately beyond each death.~~

Immediate family shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~"Immediate family" is defined as father, mother, brother, sister, spouse, life partner (as defined elsewhere in this policy), 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.~~

Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the teacher's immediate family.

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.

### **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 s/he 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 s/he 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.

### **Health Leave**

Through Board of School Trustees' action, regular classified employees may be granted a health leave after one (1) 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

### **Health Leave - Procedure**

An employee with at least one (1) year's service, who has used all of his/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

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

Should the employee fail to provide a requested physician's statement within thirty days after s/he 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 (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

### **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.

If a mechanic retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

If a Mechanic does not elect to roll two (2) personal business days into the following year, all unused~~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, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day, as defined by the school calendar, unless the employee complies with the following procedure:

- A. Once every three (3) 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/her assigned duties.

### **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 (1) 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.

### **Parental Leave**

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. 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 Human Resources 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 (1) year, and are non-renewable.

The staff member shall return to the first position which becomes available for which s/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 his/her own expense, by paying the full cost of premiums in advance at the Business Office.

### **Adoptive Leave**

An employee who legally adopts a child whose age is less than six (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 Human Resources 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.

### **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 175 or more days per year, and who has a regular workday of four (4) or more hours.

#### **Holidays**

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

- 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 (2) days

(see A-1.)

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

B. 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 (1) of these days, in which case an alternate day will be determined.

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.

D. Thanksgiving Day and the day following will be paid holidays.

E. Presidents' Day will be a paid holiday.

F. **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/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 the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a twelve (12) month position will be granted years of service based on the following conversion formula. **NOTE:** *the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.*

The employee's employment record with Elkhart Community Schools for all positions held will be considered. Using the number of paid hours per day, multiplied by the number of paid days per school year, divided by 2080 to obtain the number of years equivalent to a twelve (12) month position. The total number of equivalent years will be rounded up to the nearest whole number.

The calculated number of years of service will be used in determining the total number of day's vacation which such full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective the January following their date of conversion. Prior to completing one (1) full year of service, the employee will be entitled to a prorated

amount of vacation days based on the calculation formula referenced in the paragraph above.

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.

Revised 1/1/17

Revised 12/12/17

Revised 12/18/18

Book Policy Manual  
 Section 3000 Personnel  
 Title Proposed Revised FOOD SERVICE EMPLOYEES' COMPENSATION PLAN  
 Code po3422.01S  
 Status  
 Adopted December 13, 2016  
 Last Revised December 18, 2018  
 Last Reviewed December 10, 2019  
 Prior Revised Dates 12/10/2018

3422.01S - **FOOD SERVICE EMPLOYEES' COMPENSATION PLAN**

**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, ~~2020~~2018.

WAGE SCHEDULE								
STEP	I		II		II.5	III	IV	V
	A	B	A	B	B	B	B	B
Probationary	<del>8.45</del> 8.29	<del>8.26</del> 8.11	<del>8.79</del> 8.63	<del>8.60</del> 8.44	<del>9.73</del> 9.55	<del>14.06</del> 13.80	<del>14.85</del> 14.57	<del>15.38</del> 15.09
55 days - 1 year	<del>9.23</del> 9.06	<del>9.04</del> 8.87	<del>9.61</del> 9.43	<del>9.40</del> 9.22	<del>10.50</del> 10.30	<del>14.95</del> 14.67	<del>15.70</del> 15.41	<del>16.23</del> 15.93
1 year - 2 years	<del>10.09</del> 9.90	<del>9.84</del> 9.66	<del>10.44</del> 10.25	<del>10.20</del> 10.01	<del>11.31</del> 11.10	<del>15.38</del> 15.09	<del>16.54</del> 16.23	<del>17.08</del> 16.76
2 years - 3 years	<del>11.05</del> 10.84	<del>10.74</del> 10.56	<del>11.42</del> 11.21	<del>11.12</del> 10.91	<del>12.22</del> 11.99	<del>16.56</del> 16.25	<del>17.47</del> 17.14	<del>18.06</del> 17.72
Over 3 years	<del>11.61</del> 11.39	<del>11.31</del> 11.10	<del>11.98</del> 11.76	<del>11.65</del> 11.43	<del>13.84</del> 13.58	<del>17.32</del> 17.00	<del>18.27</del> 17.93	<del>18.79</del> 18.44

Key: Column A = Less than four (4) hours/day employees  
 Column B = Four (4) 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 six and one-half (6.5) hour Satellite Employees, Elementary Lunch Paraprofessionals
- II - Commissary and Cafeteria Employees, Secondary Lunch Paraprofessionals
- II.5 - Commissary Line Leader, Elementary Managers, Tipton Manager, Catering Staff/Sub Food Service Truck Driver
- III - Middle School Managers, Assistant Managers
- IV - Allergy Specialist
- V - Memorial High School Manager, Central High School Manager, Summer Feeding Supervisor

- A. The career increment applies to all food service personnel.
- B. 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.
- C. 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 five (5) years, but less than ten (10)
- \$ .30 ten (10) years, but less than fifteen (15)
- \$ .50 fifteen (15) years, but less than twenty (20)
- \$ .70 twenty (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 55 days (Probationary Rate)	<u>10.24</u> <del>10.05</del>	<u>9.69</u> <del>9.51</del>
2	55 days or more, but less than 1 year	<u>10.36</u> <del>10.17</del>	<u>10.06</u> <del>9.87</del>
3	1 year or more, but less than 2 years	<u>10.87</u> <del>10.67</del>	<u>10.59</u> <del>10.39</del>
4	2 years or more, but less than 3 years	<u>11.43</u> <del>11.22</del>	<u>11.10</u> <del>10.89</del>
5	3 years or more, but less than 4 years	<u>11.96</u> <del>11.74</del>	<u>11.60</u> <del>11.38</del>
6	4 years or more, but less than 5 years	<u>12.40</u> <del>12.17</del>	<u>12.03</u> <del>11.81</del>
7	5 years or more, but less than 6 years	<u>12.96</u> <del>12.72</del>	<u>12.55</u> <del>12.32</del>
8	6 years or more, but less than 7 years	<u>13.44</u> <del>13.19</del>	<u>13.04</u> <del>12.80</del>
9	7 years or more	<u>14.00</u> <del>13.74</del>	<u>13.57</u> <del>13.32</del>

Key: Column A = Less than four (4) hours/day employees  
 Column B = Four (4) 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 Increments
five (4) or more, but less than ten (10)	.20
ten (10) or more, but less than fifteen (15)	.30
fifteen (15) or more, but less than seventeen (17)	.40
seventeen (17) or more, but less than twenty (20)	.50
twenty (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 forty (40) hours in a week will be paid overtime compensation for time and a half for any hours worked in excess of forty (40) hours.

**Food Service Employees' Fringe Benefits**

**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**

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans 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.

### **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 Human Resources at least ten (10) working days prior to the last date of employment.

#### **A. 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:

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

#### **B. Retirement, Death, or Disability**

1. 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.
2. 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.
3. 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.
4. 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 100% of the premiums in advance at the business office.

### **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 3413S.

### **Food Service Employees' Absences**

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

All Food Service employees employed four (4) or more hours are entitled to personal leave and personal illness days. Absences for all Food Service personnel, in addition to the days to which they are entitled, shall be considered to be unexcused. Three (3) days' unexcused absences in any one school year shall be considered excessive and shall be grounds for suspension or termination. When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/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.

### **Food Service Employees' Illness Absences and Leaves**

## Personal/Family Illness Absence

Regular school year classified employees will be awarded twelve (12) days of personal illness/family illness leave~~allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness leave each calendar year.~~

Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to 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 mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney.~~shall be interpreted as spouse, life partner, 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.~~ "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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.

## 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.

## Personal Illness Leave/Family Illness Leave Incentive Plan

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

- A. If a food service employee who is assigned to work four (4) or more hours does not use any of his/her Personal Illness, Family Illness, or unpaid days during the year, s/he 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 s/he 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/her Personal Illness, Family Illness, or unpaid days during the year, s/he 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 s/he has only one (1) 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 (2) of his/her Personal Illness, Family Illness, or unpaid days during the year, s/he 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 s/he has only two (2) absences, excluding any absences covered by applicable personal leave days.
- D. In order to be eligible for the incentive pay set out in A, B or C above, the food service employee must have been employed as of January 1st. If a food service employee is hired after January 1st, the incentive payment will be pro-rated on a percentage of the workdays after the food service employee was employed.
- E. For the purpose of the incentive program, Personal Illness, Family Illness, or unpaid days will be when a food service employee who is assigned to work four (4) or more hours is absent for three (3) or more hours, or when a food service employee who is assigned to work for less than four (4) hours is absent for any period of time. For food service employees who are assigned to work four (4) hours or more, absence of less than three (3) hours will be considered a half day. Food service employees who are absent one-half (1/2) day will receive \$300; one and one-half (1-1/2) days will receive \$150; or two and one-half (2-1/2) days will receive \$50.

## 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 five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively, a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" is defined as employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparent, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized



~~pursuant to a Power of Attorney, father, mother, brother, sister, spouse, life partner (as defined elsewhere in this policy), 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.~~

Bereavement shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.

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.

### **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 s/he 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 s/he 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.

### **Health Leave**

Through Board of School Trustees' action regular classified employees may be granted a health leave after one (1) 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he 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.

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

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he 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 (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

### **Personal Leave**

Food Service employees are entitled to the number of hours equal to ~~threetwo (32)~~ 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.

If a Food Service employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor. If a Food Service employee does not elect to roll two (2) personal business days into the following year, all unused ~~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, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day as defined by the school calendar, unless the employee complies with the following procedure:

- A. Once every three (3) years an employee may use personal business hours to extend a holiday or vacation period described above by exchanging two (2) 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/her assigned duties.

### **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.

### **Parental Leave**

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. In the event the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Human Resources 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 s/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 s/he is eligible, at his/her own expense, by paying the full cost of premiums in advance at the Business Office.

### **Adoptive Leave**

An employee who legally adopts a child whose age is less than six (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 Human Resources 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.

### **Holidays and Vacations**

#### **Holidays**

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

#### **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 (2) days

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

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

Thanksgiving Day and the day following will be paid holidays.

Presidents' Day will be a paid holiday.

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:

1. When the use of absence or leave benefits is exhausted during the pay period.
2. When all days in the pay period are covered by available paid leaves, vacation and/or holidays.
3. Christmas Day.

**B. Twelve (12) Month Employees**

Twelve (12) 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 (2) days (see B-1-a)

Martin Luther King Jr. Day

Presidents Day (see B-4)

Memorial Day

Independence Day – two (2) days (see B-2)

Labor Day

Thanksgiving two (2) days (see B-3)

Christmas two (2) days (see B-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 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 (12) 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 (12) month Food Services employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for six (6) consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A twelve (12) 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 the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a 12-month position will be granted years of service based on the following conversion formula. **NOTE:** the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.  
  
The employee's employment record with Elkhart Community Schools for all positions held will be considered. Using the number of paid hours per day, multiplied by the number of paid days per school year, divided by 2080 to obtain the number of years equivalent to a 12-month position. The total number of equivalent years will be rounded up to nearest whole number.  
  
The calculated number of years of service will be used in determining the total number of day's vacation which such full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective the January following their date of conversion. Prior to completing one full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.
- 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.
- J. Only twelve (12) month employees will be entitled to paid vacation days.

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**3422.03S - BUS DRIVERS' COMPENSATION PLAN**

**Wage Schedule**

The Board of School Trustees hereby adopts the following schedule for bus drivers to become effective ~~August 1, 2019~~ January 1, 2020. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

Step (Rates)	Elkhart Community Schools Experience as a Bus Driver	Bus Driver Hourly Rate (2019)
Probationary	0 - 55 days	<del>19.26</del> <u>19.63</u>
Base	55 days, but not more than two (2) years	<del>19.99</del> <u>20.37</u>
Advanced	Over two (2) years, but not more than five (5) years	<del>21.04</del> <u>21.44</u>
Experienced	Over five (5) years, but not more than 10 years	<del>21.95</del> <u>22.37</u>
	Over ten (10) years, but not more than 15 years	<del>22.21</del> <u>22.63</u>
	Over fifteen (15) years	<del>22.47</del> <u>22.90</u>

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

Years Regularly Employed in Elkhart Community Schools	Hourly Increment
five (5) or more, but less than ten (10)	\$.20
ten (10) or more, but less than fifteen (15)	\$.30
fifteen (15) or more, but less than twenty (20)	\$.50
twenty (20) or more years	\$.70

**Retention Payment(s)**

Bus drivers who have successfully completed probation will be eligible to receive a driver retention payment of \$250.00 each semester provided the driver was employed by the school corporation as a driver for four or more hours each day during the immediately preceding semester and continues in an active employment status as a bus driver.

**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 \$~~13.25~~ 13.75/hour with a minimum trip pay of two

(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.

### **Unassigned Drivers**

Unassigned drivers will be paid at one (1) 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.

### **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, paperwork, and service time.

### **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 District Counsel/Chief of Staff. The decision of the District Counsel/Chief of Staff shall be final.

### **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 the driver's hourly rate for these days. These days will be scheduled as follows:

- A. State Safety Meeting
- B. Fall Training Session

Mandatory meetings, with the exception of contract signing where all drivers are required to attend, will be paid at the driver's hourly rate; this includes training required for specific routes (i.e., Head Start).

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 (1) hour pay for these meetings and meetings beyond a full hour will be paid in fifteen (15) minute increments.

### **Vehicle Clean-up, Paperwork, and Spot Check**

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

Uncleanliness on any one (1) 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.

### **Stopping Enroute or Layover**

Drivers will be allowed to stop en route or on layover only for food, coffee, shopping, etc., with permission of the Transportation Office, as per established guidelines.

### **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.)

### **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.

### **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 (1) 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 (1) of their routes early on an early release day.

### **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 (2) hours' extra trip pay to fulfill these responsibilities.

### **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 into the Transportation Office for the kindergarten students on their route. Drivers will receive two (2) hours route pay for fulfilling these responsibilities.

### **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 fifteen (15) minutes per day to pre-trip, fuel and clean the bus.

### **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.

### **Bus Driver Routes/Bidding**

#### **Seniority List**

One (1) 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 (1) 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 s/he be re-employed, will be placed at the bottom of the seniority list.

#### **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 s/he 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) workweeks, 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.

#### **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 six (6) 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.

## **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, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one (1) of the plans 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 District Counsel/Chief of Staff 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 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.

#### **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) 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 (6) 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.

- b. 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 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 3413S.

## **Absences**

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/her immediate supervisor as soon as possible. This notice is to be given at least one (1) 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 (1) 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.

## **Illness Absences and Leaves**

### **Personal Illness/Family Illness Absence**

Drivers working four (4) hours or more per day will be ~~awarded twelve (12) days of provided with the number of hours equal to one (1) workday per month of employment for~~ personal illness/family illness leave each year. Unused personal illness/family illness leave can accumulate up to 160 days. For any driver who completes probation after January 1, said benefits will be prorated accordingly, one (1) day shall be provided for each full month of regular employment.

As used in this section, "immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~includes spouse, life partner, 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.~~ "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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.

### **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:

- A. 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.
- B. 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.
- C. 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.

### **Personal Illness Leave/Family Illness Leave/Unpaid Leave Incentive Plan**

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

- A. If a contracted route driver does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during the year (excluding summer school), s/he will be given a payment of \$600 on the following January.
- B. If a driver uses only one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during the year (excluding summer school), s/he will be given a payment of \$400 on the following January.
- C. If a driver uses two of his/her Personal Illness days, Family Illness days, or unpaid time during the year (excluding summer school), s/he will be given a payment of \$200 on the following January.
- D. In order to be eligible for the incentive pay set out in A, B, or C, above, the driver must have been a contracted route driver as of December 1st. If a driver is hired after December 1st, the incentive payment will be pro-rated on a percentage of the workdays after the driver was employed.
- E. 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 one-half (1/2) day will receive \$500, one and one-half (1-1/2) days - \$300, or two and one-half (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).

## Job-Related Injury Leave

An employee injured in the performance of his/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.

## Bereavement

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively, for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" shall mean employee's spouse, life partner (as defined elsewhere in this policy), children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~is defined as father, mother, brother, sister, spouse, life partner (as defined elsewhere in this policy), 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.~~

Bereavement shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.

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.

## 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 s/he 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 s/he 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.

## Health Leave

Through the Board of School Trustees' action, regular classified employees may be granted a health leave after one (1) 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

## Health Leave - Procedure

An employee with at least one (1) year's service, who has used all of his/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

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

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he 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 (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

### **Personal Leave**

Drivers working four (4) hours or more per day will be provided with ~~three (3)~~ two (2) days of personal leave on January 1. Any driver completing probation after January 1, said benefits will be prorated accordingly. ~~before July will receive two (2) days and after July 1 will receive one (1) day.~~

If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

If a Bus Driver does not elect to roll two (2) personal business days into the following year, all unused ~~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, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day., as defined by the school calendar, unless the employee complies with the following procedure:

- A. Once every three (3) 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.

### **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 (1) 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.

### **Parental Leave**

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. 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 Human Resources 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 (1) year, and are non-renewable.

The staff member shall return to the first position which becomes available for which s/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 s/he is eligible, at his/her own expense, by paying the full cost of premiums in advance at the Business Office.

### **Adoptive Leave**

An employee who legally adopts a child whose age is less than six (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 Human Resources 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.

### **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 175 or more days per year, and who has a regular workday of four (4) or more hours.

#### **Holidays**

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

School-year 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:

- A. Martin Luther King Jr. Day
- B. Presidents Day
- C. Memorial Day
- D. Labor Day
- E. Thanksgiving Day and the day following - two (2) days
- F. Christmas Day - if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following.

#### **Labor Management Committee**

Labor Management Committee: The drivers' committee shall, upon request, have the right to meet on a monthly basis with the Director of Transportation and, when necessary, the District Counsel/Chief of Staff. The committee shall provide the Director of Transportation an agenda of topics to be discussed two workdays before meeting.

Revised 1/1/17  
Revised 12/12/17  
Revised 12/18/18

Book Policy Manual  
 Section 3000 Personnel  
 Title Proposed Revised BUS HELPERS' WAGE SCHEDULE  
 Code po3422.04S  
 Status  
 Adopted December 13, 2016  
 Last Revised December 18, 2018  
 Last Reviewed December 10, 2019

**3422.04S - BUS HELPERS' WAGE SCHEDULE**

**Wage Schedule**

The Board of School Trustees hereby adopts the following wage schedule for bus helpers to become effective January 1, ~~2020~~2018.

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

<u>Step</u>	<u>Elkhart Community Schools Experience as a Bus Helper</u>	<u>Hourly Rate</u>
1	0 days or more, but less than 55 days (probationary rate)	<del>10.07</del> 10.26
2.	55 days, but not more than one (1) year	<del>10.76</del> 10.96
3	one (1) year or more, but less than two (2) years	<del>11.42</del> 11.64
4	two (2) years or more, but less than three (3) years	<del>12.11</del> 12.34
5.	three (3) or more	<del>12.84</del> 13.08

Bus helpers are primarily responsible for the safety of students 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>
five (5) or more, but less than ten (10)	\$.20
ten (10) or more, but less than fifteen (15)	\$.30
fifteen (15) or more, but less than twenty (20)	\$.50
twenty (20) or more years	\$.70

**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, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans 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 Human Resources 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 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. 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 (1) 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 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 3413S.

### Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/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.

### Illness Absences and Leaves

#### Personal Illness/Family Illness Absence

Regular school-year classified employees will be ~~awarded twelve (12) days of~~ ~~allowed the number of hours equal to one (1) work day per month of employment for~~ personal illness/family illness leave each year.

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized

~~pursuant to a Power of Attorney. Immediate family shall be interpreted as spouse, life partner, 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.~~ "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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.

#### Personal Illness Leave/Family Illness Leave/Unpaid Leave Incentive Plan

- A. If a Bus Helper does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during the year (excluding summer school), s/he will be given a payment of \$600 on the following January.
- B. If a Bus Helper uses only one of his/her Personal Illness days, Family Illness days, or unpaid time during the year (excluding summer school), s/he will be given a payment of \$400 on the following January.
- C. If a Bus Helper uses two (2) of his/her Personal Illness days, Family Illness days, or unpaid time during the year (excluding summer school), s/he will be given a payment of \$200 on the following January.
- D. In order to be eligible for the incentive pay set out in A, B, or C, above, the Bus Helper must have been a contracted route Helper as of December 1st. If a Bus Helper is hired after December 1st, the incentive payment will be pro-rated on a percentage of the workdays after the Helper was employed.
- E. 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 one-half (1/2) day will receive \$500, one and one- half (1-1/2) days - \$300, or two and one-half (2-1/2) days - \$100.

#### Bereavement

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death. Said days must be used by the teacher within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively. ~~for a period extending not more than seven (7) consecutive calendar days immediately beyond each death.~~

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~"Immediate family" is defined as father, mother, brother, sister, spouse, life partner (as defined elsewhere in this policy), 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.~~

Bereavement shall also include a miscarriage of the birth of a stillborn baby and be considered a death within the employee's immediate family.

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.

#### 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 s/he 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 s/he 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.

#### Health Leave

Through Board of School Trustees' action regular classified employees may be granted a health leave after one (1) 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he 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/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

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

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he 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, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

#### Personal Leave

Bus Helpers are entitled to the number of hours equal to ~~three~~<sup>two (2)</sup> 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.

If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

If a Bus Helper does not elect to roll two (2) personal business days into the following year, all unused ~~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, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day, as defined by the school calendar, unless the employee complies with the following procedure:

- A. Once every three (3) 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.

## Jury and Witness Duty Pay

### A. 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.

### 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.

## Parental Leave

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. 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 Human Resources 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 (1) year, and are non-renewable.

The staff member shall return to the first position which becomes available for which s/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 s/he is eligible, at his/her own expense, by paying the full cost of premiums in advance at the Business Office.

## Adoptive Leave

An employee who legally adopts a child whose age is less than six (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 Human Resources 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.

## Holidays

### 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 175 or more days per year, and who has a regular workday of four (4) or more hours.

### Holidays

In order to receive holiday pay, an employee must be in an active pay status the day before and after the holiday.

School-year 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:

A. Martin Luther King Jr. Day

B. Presidents Day

C. Memorial Day

D. Labor Day

E. Thanksgiving Day and the day following - two (2) days

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



Book Policy Manual  
 Section 3000 Personnel  
 Title Proposed Revised SUPPORT STAFF SALARY SCHEDULE (Maintenance Personnel)  
 Code po3422.05S  
 Status  
 Adopted December 13, 2016  
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 Last Reviewed December 10, 2019

**3422.05S - 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, ~~2020~~2019. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

	Classification	Hourly Wage Range
M-1	Plumber	<del>25.84</del> 25.36 - <del>30.39</del> 29.82
M-3	HVAC	<del>25.84</del> 25.36 - <del>30.39</del> 29.82

Range movement will be at the discretion of the ~~Director of~~ Building Services Manager, but shall be at a rate which would move a person to the top of the range in a three (3) to five (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 (3) uniforms per year will be issued.

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

**Career Increment Schedule**

Years Regularly Employed in Elkhart Community Schools	Hourly Increment
five (5) or more, but less than ten (10)	\$.20
ten (10) or more, but less than fifteen (15)	\$.30
fifteen (15) or more, but less than twenty (20)	\$.50
twenty (20) or more years	\$.70

Revised 12/12/17

Book Policy Manual  
 Section 3000 Personnel  
 Title Proposed Revised SECRETARIAL/BUSINESS COMPENSATION PLAN  
 Code po3422.06S  
 Status  
 Adopted December 13, 2016  
 Last Revised March 12, 2019  
 Last Reviewed December 10, 2019

3422.06S - SECRETARIAL/BUSINESS COMPENSATION PLAN

The Board of School Trustees hereby adopts the following wage schedule for secretaries commencing January 1, ~~2020~~2019. 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	V
1	0 – 55 days	<u>11.89</u> <del>11.67</del>	<u>12.09</u> <del>11.86</del>	<u>12.32</u> <del>12.09</del>	<u>12.53</u> <del>12.30</del>	<u>12.84</u> <del>12.60</del>	<u>13.17</u> <del>12.92</del>	<u>13.49</u> <del>13.24</del>	<u>14.00</u> <del>13.74</del>	<u>14.46</u> <del>14.19</del>	<u>16.77</u> <del>16.46</del>
2	55 days – 1 year	<u>12.18</u> <del>11.95</del>	<u>12.42</u> <del>12.19</del>	<u>12.71</u> <del>12.47</del>	<u>13.00</u> <del>12.76</del>	<u>13.45</u> <del>13.20</del>	<u>13.90</u> <del>13.64</del>	<u>14.35</u> <del>14.08</del>	<u>14.81</u> <del>14.53</del>	<u>15.27</u> <del>14.99</del>	<u>17.59</u> <del>17.26</del>
3	1 year plus	<u>12.53</u> <del>12.30</del>	<u>12.85</u> <del>12.61</del>	<u>13.17</u> <del>12.92</del>	<u>13.49</u> <del>13.24</del>	<u>13.95</u> <del>13.69</del>	<u>14.42</u> <del>14.15</del>	<u>14.76</u> <del>14.48</del>	<u>15.22</u> <del>14.94</del>	<u>15.74</u> <del>15.45</del>	<u>18.07</u> <del>17.73</del>
4	2 years plus	<u>13.00</u> <del>12.76</del>	<u>13.45</u> <del>13.20</del>	<u>13.90</u> <del>13.64</del>	<u>14.35</u> <del>14.08</del>	<u>14.73</u> <del>14.46</del>	<u>15.12</u> <del>14.84</del>	<u>15.54</u> <del>15.25</del>	<u>16.00</u> <del>15.70</del>	<u>16.49</u> <del>16.18</del>	<u>18.80</u> <del>18.45</del>
5	3 years plus	<u>13.49</u> <del>13.24</del>	<u>13.93</u> <del>13.67</del>	<u>14.35</u> <del>14.08</del>	<u>14.76</u> <del>14.48</del>	<u>15.27</u> <del>14.99</del>	<u>15.84</u> <del>15.54</del>	<u>16.37</u> <del>16.06</del>	<u>16.84</u> <del>16.53</del>	<u>17.32</u> <del>17.00</del>	<u>19.64</u> <del>19.27</del>
6	4 years plus	<u>14.35</u> <del>14.08</del>	<u>14.73</u> <del>14.46</del>	<u>15.12</u> <del>14.84</del>	<u>15.54</u> <del>15.25</del>	<u>16.04</u> <del>15.74</del>	<u>16.60</u> <del>16.29</del>	<u>17.15</u> <del>16.83</del>	<u>17.63</u> <del>17.30</del>	<u>18.10</u> <del>17.76</del>	<u>20.41</u> <del>20.03</del>
7	5 years plus	<u>14.76</u> <del>14.48</del>	<u>15.27</u> <del>14.99</del>	<u>15.84</u> <del>15.54</del>	<u>16.37</u> <del>16.06</del>	<u>17.01</u> <del>16.69</del>	<u>17.65</u> <del>17.32</del>	<u>18.27</u> <del>17.93</del>	<u>18.73</u> <del>18.38</del>	<u>19.22</u> <del>18.86</del>	<u>21.53</u> <del>21.13</del>

\*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:

**Classifications**

V Secretarial	Business
Classified Human Resources Assistant Administrative Assistant to Superintendent/Board of School Trustees	Certified Payroll Classified Payroll Insurance
IV Secretarial	Business
Director of Career & Technical Ed. High School Principal Secretary/Human Resources	Building Services Office Manager Payroll Assistant Director of Business Operations

Data Specialist – Instructional Leadership	EACC – WVPE Office Manager Director of Transportation Mail Room/Duplicating
III Secretarial	Business
EACC Principal EACC Central Office/Guidance/Accounting Elementary Principal High School Athletics/Student Activities High School Vice-Principal High School Registrar Middle School Principals Elkhart Academy Student Services Secretary (5 positions) Receptionist Library Services (CO) *Federal Programs Instructional Leadership	Business Office/Purchasing Cafeteria Building Services Supply Coordinator Director of Food Services Safety & Security Mail/Copy Center
II Secretarial	Business
Adult & Community Ed. Data Entry Adult & Community Ed. Receptionist Office Assistants High School Assistant Principal High School Media Center Middle School Assistant	EACC- Office PACE Program Teenage Parent Program Clerical Asst. / Food Service (MHS)

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

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.

#### A. 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 (6) steps of the salary schedule. The secretary will serve a fifty-five (55) 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 (8) weeks, nor fewer than six (6) weeks, prior to the anniversary date of the secretary in question.

#### B. 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 Human Resources.

#### C. 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.

#### D. 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.

Years Regularly Employed in Elkhart Community Schools	Hourly Increment
five (5) or more, but less than ten (10)	\$.20
ten (10) or more, but less than fifteen (15)	\$.30
fifteen (15) or more, but less than twenty (20)	\$.50
twenty (20) or more	\$.70

#### Mentor Program

Effective January 1, 2020, any secretary who is assigned to serve as a mentor shall be given a stipend of \$600~~100~~ per calendar year. Mentors shall be assigned at the sole discretion of the Director of Human Resources at the time a secretary is assigned to a new position.

## Fringe Benefits

### 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

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans 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 Human Resources at least ten (10) working days prior to the last date 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 age sixty (60) 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 \$3,000 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 his/her 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 \$500 for each year. Any employee who is absent for five (5) or less days, other than vacation, bereavement, or personal leave days, shall be paid the sum of \$250.~~

### Change in Support 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 3413S.

### Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/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 (5) or less consecutive working days may be approved. The best interests of the school corporation will be considered.

### **Absences and Leaves Personal/Family Illness Absence Full-time Secretaries**

Full-time secretaries will be allowed the number of hours equal to one (1) 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 fifteen (215) days as personal illness days.

### **School-year Secretaries**

- A. Regular school year classified employees will be awarded twelve (12) days of personal illness/family illness leave each calendar year. ~~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 fifty (150) 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" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~includes a secretary's spouse, life partner, 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.~~ "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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/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 Leave**

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.

If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor. If a secretary does not elect to roll two (2) personal business days into the following year, all unused ~~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 twelve (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, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day, as defined by the school calendar, unless the employee complies with the following procedure:

- A. Once every three (3) 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/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.

### **Attendance Incentive Program**

During the month of January, any secretary who has perfect attendance, other than vacation, bereavement, or personal leave, shall be paid the sum of \$500. 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 \$250.

### **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 five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively. ~~a period extending not more than seven (7) consecutive calendar days immediately beyond each death.~~

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~is defined as father, mother, step-parents, brother, sister, spouse, life partner (as defined elsewhere in this policy), 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.~~

Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.

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.

### **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 s/he 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 s/he 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.

### **Health Leave**

Through Board of School Trustees' action regular classified employees may be granted a health leave after one (1) 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he 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/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

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

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he 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 (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.



## Jury and Witness Duty Pay

### A. Jury Duty

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

### B. Witness Duty

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

## Parental Leave

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. In the event the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Human Resources 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 s/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 s/he is eligible, at his/her own expense, by paying the full cost of premiums in advance at the Business Office.

## Adoptive Leave

An employee who legally adopts a child whose age is less than six (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 Human Resources 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.

## 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 175 or more days per year, and who has a regular workday of four (4) or more hours.

### Holidays

In order to receive holiday pay, an employee must be in an active pay status the day before and after the holiday.

- 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 (2) days	(See Sec. A.1.)
Martin Luther King Jr. Day	
Presidents' Day	(See Sec. A.4.)
Memorial Day	
Independence Day - two (2) days	(See Sec. A.2.)
Labor Day	
Thanksgiving - two (2) days	(See Sec. A.3.)
Christmas - two (2) 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 will be a paid holiday.

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

Memorial Day

Labor Day

Thanksgiving - two (2) days (See Sec. A.3.)

Christmas - one (1) day (if celebrated on a weekend, it will be 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 calendar year, for each full month of employment completed, provided no more than ten (10) vacation days may be accrued. **Vacation benefit may not be utilized prior to accrual and approval from Administrator.**
- 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 (6) 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 the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a twelve (12) month position will be granted years of service based on the following conversion formula. **NOTE: the years of service conversion is *only applicable for the purpose of vacation benefits.* This computation does *not* replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.**

The employee's employment record with Elkhart Community Schools for all positions held will be considered. Using the number of paid hours per day, multiplied by the number of paid days per school year, divided by 2080 to obtain the number of years equivalent to a twelve (12) month position. The total number of equivalent years will be rounded up to nearest whole number.

The calculated number of years of service will be used in determining the total number of day's vacation which such full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective the January following their date of conversion. Prior to completing one full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.

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 employees will not be entitled to paid vacation days.

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**3422.07S - EXECUTIVE ASSISTANTS' SALARY SCHEDULE**

The Board of School Trustees hereby adopts the following wage schedule for Executive Assistant positions, effective January 1, ~~2020~~2018. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

Annual Base Salary Amount

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

Salary Factor Range and Review

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

Salary Factor Range*	Assignment
<del>.92—1.09</del>	<del>Executive Assistant to Superintendent of Schools</del>
<del>.80—.97</del>	<del>Executive Assistant to Chief Financial Officer and Chief Operating Officer</del>
.80 - .97	Executive Assistant to District Counsel/Chief of Staff
.80 - .97	Executive Assistant/Human Resources
.80 - .97	Executive Assistant/Student Services
.80 - .97	Executive Assistant/Instructional Leadership

\* Apply factor to base amount of \$~~56,555~~55,500

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

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

## Performance Award

Executive Assistant's will be eligible for an annual performance award up to \$1,000. The performance award will be based upon the Executive Assistant's accomplishments in the performance of duties exceeding normal expectations. Administrators who supervise Executive Assistants are to make a recommendation to the Superintendent for an award. All awards must be approved by the Superintendent prior to payment.

## Insurance

### A. Health

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans provided by the Board.

### 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.

## 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 ten (10) years or more of recognized service and has reached the age of fifty-five (55), or has twenty (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 Human Resources which specifies

the last date of employment and which is delivered to the Director of Human Resources at least twenty (20) working days prior to the last day of employment.

### 3. Disability or Death Prior to Age Fifty (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 until eligible for Medicare by paying one hundred percent (100%) of the premium.

## Retirement Benefits

### A. Health Insurance

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

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

### B. Life Insurance

The retiring staff member may participate in the group term life insurance policy through age seventy (70) (with the exception that such coverage shall not include accidental death or dismemberment) in an amount equal to the life insurance, as per Section 2-I-B, by paying 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. Additional Benefits

1. A retiring executive assistant, who has worked in another classified group and was promoted to the position of executive assistant, is eligible to receive retirement and severance benefits accrued prior to becoming an executive assistant.
2. A retiring executive assistant will be paid his/her daily rate multiplied times the number of years of service in the Elkhart Community Schools.
3. A maximum of thirty-five (35) accumulated days of unused personal leave will be paid to an executive assistant who retires, dies, or becomes totally permanently disabled while employed by 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.
4. 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 an administrative assistant at the time of retirement, or the executive assistant's beneficiary in the event of the death of an administrative assistant eligible for retirement.

5. ~~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 fifty nine (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 fifty nine (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.~~

#### 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:~~

- ~~A. 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.~~
- ~~B. 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.~~
- ~~C. 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:
  - ~~1. Administrators and Executive Assistants who forfeited their 401(a) Severance Plan accounts in the same year.~~
  - ~~2. Administrators and Executive Assistants who previously forfeited their 401(a) Severance Plans.~~~~

- ~~3. Administrators Executive Assistants who have attained the age of fifty nine (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.~~

## Disability Benefits

### 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-one (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.

## 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.

~~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. \$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.~~

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.

#### Physical Examination and Reports

Executive Assistants may undergo a complete physical examination on a schedule established by the Superintendent.

#### Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/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 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.

#### Illness Absence and Leaves

##### Personal/Family Illness Absence

Executive Assistants will be allowed the number of hours equal to one (1) 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.

##### Family Illness

- A. 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 mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney, be defined as spouse, life partner, 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. "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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. In the event a prolonged illness of a member of the immediate family occurs, the Superintendent may grant additional days.

#### 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.

#### 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.

If an employee retains all three (3) personal leave days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal leave days. The remaining unused personal leave day shall be transferred to sick leave at the end of the year. In the event the employee intends to use five (5) consecutive days, the executive assistant must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

At the end of each calendar year, if the executive assistant does not elect to roll two (2) personal leave days into the following year, all 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.

#### Bereavement

Each Executive Assistant shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death. Said days must be used by the teacher within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively. ~~a period extending not more than seven (7) consecutive calendar days immediately beyond each death.~~

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~is defined as father, mother, step-parents, brother, sister, spouse, life partner (as defined elsewhere in this policy), 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.~~

Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the teacher's immediate family.

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.

#### 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 s/he 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 s/he 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.

## Health Leave

Through Board of School Trustees' action regular classified employees may be granted a health leave after one (1) 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

### Health Leave – Procedure

An employee with at least one (1) year's service, who has used all of his/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

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

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he 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 (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

### Jury and Witness Duty Pay

#### A. 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.

#### 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.

### Parental Leave

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. In the event the employee is pregnant, the leave may be requested to begin any time between thirty (30) days after the Director of Human Resources 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 s/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 s/he is eligible, at his/her own expense, by paying the full cost of premiums in advance at the Business Office.

### Adoptive Leave

An employee who legally adopts a child whose age is less than six (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 Human

Resources 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.

#### Vacations and Holidays

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

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

A. Executive Assistants shall be paid for the following holidays:

New Year's - two (2) days

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Independence Day - two (2) days

Labor Day

Thanksgiving

Friday immediately following Thanksgiving Day

Christmas - two (2) days

Specific dates for items A-1, 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.

Revised 3/28/17

Revised 12/12/17

Revised 8/14/18

Book Policy Manual  
 Section 3000 Personnel  
 Title Proposed Revised TECHNICAL ASSISTANTS' COMPENSATION PLAN  
 Code po3422.09S  
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**3422.09S - TECHNICAL ASSISTANTS' COMPENSATION PLAN**

Technical Assistants' Wage Schedule

The Board of School Trustees hereby adopts the following wage schedule for Technical Assistants to be effective January 1, ~~2020~~2018. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Step	ECS Experience as Paraprofessional	Hourly Rate
1	0 days or more, but less than 55 days (Probationary Rate)	<del>13.97</del> 14.24
2	55 days or more, but less than 1 year	<del>14.71</del> 14.99
3	1 year or more, but less than 2 years	<del>15.35</del> 15.64
4	2 years or more, but less than 3 years	<del>16.07</del> 16.38
5	3 years or more	<del>17.01</del> 17.33

<b>Years regularly employed by Elkhart Community Schools</b>	<b>Amount of Hourly Career Increment</b>
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 forty-five (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 Human Resources in writing for his/her approval.

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, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans 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 Human Resources 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 **Technical Assistants' Fringe Benefits**.

- 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 (6) 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 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 (2) days' 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 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.

### Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/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.

### Personal Illness/Family Illness Absence

#### A. 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 200 days as personal illness days.

## B. School-year Technical Assistants

1. Regular school-year classified employees will be awarded twelve (12) days of personal illness/family illness leave each calendar year. ~~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 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.

### 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" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~includes spouse, life partner, 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.~~ "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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.

### 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.

### Attendance Incentive Program

During the month of January, any technical assistant who has perfect attendance, other than vacation, bereavement, or personal leave, shall be paid the sum of \$500. 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 \$250.

### 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 five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively. ~~a period extending not more than seven (7) consecutive calendar days immediately beyond each death.~~

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~is defined as father, mother, step-parents, brother, sister, spouse, life partner (as defined elsewhere in this policy), 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.~~

Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.

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.

### 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 s/he 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.

#### Health Leave

Through Board of School Trustees' action, regular classified employees may be granted a health leave after one (1) 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, 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

Through Board of School Trustees' action regular classified employees may be granted a health leave after one (1) 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

#### Health Leave - Procedure

An employee with at least one (1) year's service, who has used all of his/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

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

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he 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 (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

#### Personal Leave

~~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. If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

~~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.~~

If the Technical Assistant does not elect to roll two (2) personal business benefit days into the following year, all unused personal leave will accumulate for retirement.

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, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day, as defined by the school calendar, unless the employee complies with the following procedure:

- A. Once every three (3) 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/her assigned duties.

## Jury and Witness Duty Pay

### 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.

### 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.

## Parental Leave

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. 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 Human Resources 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 (1) year, and are non-renewable.

The staff member shall return to the first position which becomes available for which s/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 s/he is eligible, at his/her own expense, by paying the full cost of premiums in advance at the Business Office.

## Adoptive Leave

An employee who legally adopts a child whose age is less than six (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 Human Resources 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.

## Holidays and Vacations

### 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

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

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:

1. New Year's - two (2) days
2. Martin Luther King, Jr. Day
3. Presidents Day
4. Memorial Day
5. Independence Day - two (2) days
6. Labor Day
7. Thanksgiving Day - two (2) days
8. Christmas Day - two (2) days

C. 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.
3. 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.
4. Thanksgiving Day and the day following will be paid holidays.
5. Presidents' Day will be a paid holiday.

D. 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:

1. Martin Luther King, Jr. Day
2. Presidents Day
3. Memorial Day
4. Labor Day
5. Thanksgiving Day and the following Friday (two (2) days)
6. 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 (6) consecutive years, is entitled to fifteen (15) working days vacation with pay during the next 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 the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a twelve (12) month position will be granted years of service based on the following conversion formula. **NOTE: the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.**  
  
The employee's employment record with Elkhart Community Schools for all positions held will be considered. Using the number of paid hours per day, multiplied by the number of paid days per school year, divided by 2080 to obtain the number of years equivalent to a twelve (12) month position. The total number of equivalent years will be rounded up to nearest whole number.  
  
The calculated number of years of service will be used in determining the total number of day's vacation which such full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective the January following their date of conversion. Prior to completing one full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.
- 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.
- 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.

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Revised 12/12/17

Book Policy Manual  
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 Title Proposed Revised REGISTERED NURSES' COMPENSATION PLAN  
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 Last Reviewed December 10, 2019

**3422.10S - REGISTERED NURSES' COMPENSATION PLAN**

Registered Nurses' Salary Schedule

The Board of School Trustees hereby adopts the following wage schedule for Registered Nurses to be effective January 1, ~~2020~~2018. 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>33,085</del> 32,468	<del>33,085</del> 32,468	<del>37,846</del> 37,140
2	1 year to 3 years	<del>33,943</del> 33,310	<del>33,943</del> 33,310	<del>38,826</del> 38,102
3	3 years to 5 years	<del>34,909</del> 34,258	<del>34,909</del> 34,258	<del>39,930</del> 39,185
4	5 years to 7 years	<del>35,594</del> 34,930	<del>35,594</del> 34,930	<del>40,713</del> 39,954
5	7 years or more	<del>35,893</del> 35,224	<del>35,893</del> 35,224	<del>41,058</del> 40,292

\* 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**

Years regularly employed in Elkhart Community Schools	Annual Increment
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

**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, s/he will be moved up one step on the wage scale.~~ Upon submission of proof, Registered Nurses who have earned a School Nurse's Certification by the National Board for Certification of Nurses and have received an effective evaluation for that calendar year will receive a \$1,500 stipend annually in recognition of this endorsement. The stipend will be distributed at the end of each calendar year in which they are employed full time.

Stipend

- A. The registered nurse who is assigned the responsibility of ordering and maintaining supplies will be paid a stipend of \$500. The Assistant Superintendent of Student Services and the District Counsel/Chief of Staff 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.
- B. The registered nurse who is assigned the responsibility of Health Coordinator will be paid a stipend of \$2,500.00.

Nurses Assigned to Service Multiple Buildings

When a nurse is assigned to serve more than one (1) building, the nurse shall be allocated, by the Assistant Superintendent of Student Services, an additional allotment of overtime beyond the amount approved for all nurses employed by Elkhart Community Schools.

## 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, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans 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 Human Resources 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 **Registered Nurses' Fringe Benefits**.

- 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 (6) 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 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 (1) 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 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.

## Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/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.

#### Personal Illness/Family Illness Absence

Regular school-year classified employees will be awarded twelve (12) days of personal illness/family illness leave each calendar year. ~~allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness absence.~~

Any unused hours will accumulate as illness absence to a total of the number of hours equal to 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.

#### Family Illness

As used in this section, "immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~includes spouse, life partner, 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.~~ "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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.

#### Job-Related Injury

An employee injured in the performance of his/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.

#### 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 five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively. ~~a period extending not more than seven (7) consecutive calendar days immediately beyond each death.~~

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~is defined as father, mother, step-parents, brother, sister, spouse, life partner (as defined elsewhere in this policy), 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.~~

Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.

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.

#### 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 s/he 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.

#### Health Leave

Through Board of School Trustees' action, regular classified employees may be granted a health leave after one (1) 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, 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

#### Health Leave - Administrative Regulation

An employee with at least one (1) year's service, who has used all of his/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

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

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he 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 (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

#### 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.

If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day will accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

If an employee does not elect to roll two (2) personal business days into the following year, all unused ~~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, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day, as defined by the school calendar, unless the employee complies with the following procedure:

- A. Once every three (3) 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/her assigned duties.

#### Jury and Witness Duty Pay

##### 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.

##### 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.

##### Parental Leave

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. 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 Human Resources 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 (1) year, and are non-renewable.

The staff member shall return to the first position which becomes available for which s/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 s/he is eligible, at his/her own expense, by paying the full cost of premiums in advance at the Business Office.

##### Adoptive Leave

An employee who legally adopts a child whose age is less than six (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 Human Resources 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.

##### 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:

- A. Martin Luther King, Jr. Day
- B. Presidents Day
- C. Memorial Day
- D. Labor Day
- E. Thanksgiving Day and the following Friday (two (2) days)
- F. Christmas Day - (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

##### 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.

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**3422.11S - SOCIAL WORKERS' COMPENSATION PLAN**

Social Workers' Salary Schedule

The Board of School Trustees hereby adopts the following wage schedule for social workers to be effective for the ~~2020~~2018 calendar year. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Step	Experience* as Social Worker	Salary with Bachelors Degree	Salary with Masters Degree
1	Less than 1 year	<del>31,075</del> 30,496	<del>34,086</del> 33,450
2	1 year or more, but less than 3 years	<del>32,576</del> 31,969	<del>35,587</del> 34,923
3	3 years or more, but less than 5 years	<del>34,086</del> 33,450	<del>37,256</del> 36,561
4	5 years or more, but less than 7 years	<del>35,587</del> 34,923	<del>38,770</del> 38,047
5	7 years or more, but less than 9 years	<del>37,256</del> 36,561	<del>40,269</del> 39,518
6	9 years or more, but less than 11 years	<del>38,770</del> 38,047	<del>41,765</del> 40,986
7	11 years or more, but less than 13 years	<del>40,269</del> 39,518	<del>43,274</del> 42,467
8	13 years or more, but less than 15 years	<del>41,765</del> 40,986	<del>44,185</del> 43,361
9	15 years or more	<del>43,274</del> 42,467	<del>45,696</del> 44,844

- A. \*Each two (2) years of verified related past experience will be credited as one (1) year of ECS experience.
- B. Experience with Elkhart Community Schools will be updated annually effective on January 1st.
- C. 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.
- D. LCSW endorsed social workers in this employee group who are employed by Elkhart Community Schools and have received an effective evaluation for that calendar year will receive a \$1,500 stipend annually in recognition of this endorsement. The stipend will be distributed at the end of each calendar year in which they were employed full time. It is recognized that the LCSW endorsed social worker will be on call during work hours to their fellow social workers to staff a difficult case or request information on clinical issues the LCSW may have expertise.

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, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans 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 Human Resources 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 **Social Workers' Fringe Benefits**.

- 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 (6) 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 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 (1) day's pay for each full year employed by the Elkhart Community Schools, or
  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.

## Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/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.

## Personal Illness/Family Illness Absence

Regular school-year classified employees will be awarded twelve (12) days of personal illness/family illness leave each calendar year. ~~allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness absence.~~

Any unused hours will accumulate as illness absence to a total of the number of hours equal to 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.

## Family Illness

As used in this section, "immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~includes spouse, life partner, 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.~~ "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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.

## Job-Related Injury

An employee injured in the performance of his/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.

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

## 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 s/he 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.

## Health Leave

Through Board of School Trustees' action, regular classified employees may be granted a health leave after one (1) 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, 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

## Health Leave - Administrative Regulation

An employee with at least one (1) year's service, who has used all of his/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

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

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he 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 (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

#### 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.

If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

If an employee does not elect to roll two (2) personal business days into the following year, all unused~~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.

#### Jury and Witness Duty Pay

##### 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.

##### 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.

#### Parental Leave

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. 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 Human Resources 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 (1) year, and are non-renewable.

The staff member shall return to the first position which becomes available for which s/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 s/he is eligible, at his/her own expense, by paying the full cost of premiums in advance at the Business Office.

#### Adoptive Leave

An employee who legally adopts a child whose age is less than six (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 Human Resources 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.

#### 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:

- A. Martin Luther King, Jr. Day
- B. Presidents Day
- C. Memorial Day
- D. Labor Day

E. Thanksgiving Day and the following Friday (two (2) days)

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

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

Revised 1/1/17

Revised 12/12/17

Book Policy Manual  
 Section 3000 Personnel  
 Title Proposed Revised EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN  
 Code po3422.12S  
 Status  
 Adopted December 20, 2016  
 Last Revised August 13, 2019  
 Last Reviewed December 10, 2019

3422.12S - **EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN**

The Board of School Trustees hereby adopts the following wage schedule for Employees to be effective for ~~January 1, 2020~~ ~~June 25, 2019~~. 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	<del>23.99</del> <del>23.54</del> - <del>29.62</del> <del>29.07</del>
Transportation Trainer/Dispatcher	<del>19.98</del> <del>19.61</del> - <del>23.36</del> <del>22.92</del>
Food Service Truck Driver	<del>16.05</del> <del>15.75</del> - <del>19.07</del> <del>18.71</del>
Food Service Receiving/Supply	<del>16.05</del> <del>15.75</del> - <del>19.07</del> <del>18.71</del>
Supervisor of Building Services	<del>21.03</del> <del>20.64</del> - <del>25.89</del> <del>25.41</del>
Food Service Training Specialist	<del>18.18</del> <del>17.84</del> - <del>25.46</del> <del>24.99</del>
Food Service Bids & Commodity Coordinator	<del>17.31</del> <del>16.99</del> - <del>27.05</del> <del>26.55</del>
Executive Chef & Culinary Event Coordinator	<del>17.31</del> <del>16.99</del> - <del>27.05</del> <del>26.55</del>
Quality Assurance Coordinator	<del>19.98</del> <del>19.61</del> - <del>23.36</del> <del>22.92</del>
Production Coordinator	<del>19.98</del> <del>19.61</del> - <del>23.36</del> <del>22.92</del>
Transportation Route/Driver Coordinator	<del>19.98</del> <del>19.61</del> - <del>23.36</del> <del>22.92</del>
Transportation Clerk	<del>15.29</del> <del>15.00</del> - <del>16.81</del> <del>16.50</del>
Adult/Community Education Non-Contract Teachers	32.06 *
Building Community Education Coordinator	<del>27.93</del> <del>27.41</del> - <del>34.92</del> <del>34.27</del>
Radio Station Staff Announcer	<del>9.42</del> <del>9.24</del> - <del>13.39</del> <del>13.14</del>
Radio Station Development Assistant	<del>10.95</del> <del>10.75</del> - <del>17.52</del> <del>17.19</del>
School Security Officer	<del>30.57</del> <del>30.00</del> **
Title I/Funded Pupil/Program/Parent Support Person	<del>19.95</del> <del>19.58</del> - <del>29.06</del> <del>28.52</del>
Title I/Building Translator/Interpreter	<del>19.95</del> <del>19.58</del> - <del>29.06</del> <del>28.52</del>
Title I/Building Translator/Parent Liaison	<del>15.64</del> <del>15.25</del> - <del>19.62</del> <del>19.25</del>
School Parent/Community Liaison	<del>19.95</del> <del>19.58</del> - <del>29.06</del> <del>28.52</del>
District Translator	<del>19.95</del> <del>19.58</del> - <del>29.06</del> <del>28.52</del>
Evening Events Supervisor	<del>15.10</del> <del>14.82</del>
Asst. Site Coordinator - 21st 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	<del>16.43</del> <del>16.12</del> - <del>30.67</del> <del>30.10</del>
Early College Data Specialist	<del>24.70</del> <del>24.24</del> - <del>28.23</del> <del>27.70</del>
EACC Testing Specialist	<del>24.70</del> <del>24.24</del> - <del>28.23</del> <del>27.70</del>
21st Century Community Education Program Manager	<del>28.53</del> <del>28.00</del> - <del>36.68</del> <del>36.00</del>
Campus Security – I	<del>12.23</del> <del>12.00</del> - <del>20.38</del> <del>20.00</del>
Campus Security – II	<del>14.27</del> <del>14.00</del> - <del>22.42</del> <del>22.00</del>

\* Hourly rate based on .001 of the certified teacher's base salary set forth in Appendix B of the ~~2019-2020~~ ~~2017-2018~~ Master Contract

\*\* Effective August 1, 2017

POSITION	YEARLY SALARY RANGE
Radio Station Manager	<del>50,617</del> <del>49,673</del> - <del>90,000</del> <del>73,798</del>
Radio Station Development Director	<del>47,636</del> <del>46,740</del> - <del>72,082</del> <del>70,738</del>
Radio Station Business Account Manager	<del>37,597</del> <del>36,896</del> - <del>70,884</del> <del>69,562</del>
Radio Station Program Director	<del>37,597</del> <del>36,896</del> - <del>57,845</del> <del>56,766</del>
Radio Station Senior Reporter and Assignment Editor	<del>32,481</del> <del>31,875</del> - <del>47,559</del> <del>46,672</del>
Radio Station Operations Manager	<del>26,030</del> <del>25,545</del> - <del>42,660</del> <del>41,865</del>
Radio Station Morning Edition Host	<del>29,542</del> <del>28,991</del> - <del>46,503</del> <del>45,636</del>
Radio Station Promotions Manager	<del>30,385</del> <del>29,818</del> - <del>45,210</del> <del>44,367</del>
Radio Station Membership Manager	<del>39,477</del> <del>38,741</del> - <del>53,379</del> <del>52,384</del>
Radio Station Business/Workforce Development Reporter - IPB News	<del>30,570</del> <del>30,000</del> - <del>45,180</del> <del>44,238</del>
Olweus Bullying Prevention Program Coordinator	<del>43,475</del> <del>42,664</del> - <del>58,820</del> <del>57,723</del>
Adult and Community Education Program Manager	<del>64,725</del> <del>63,518</del> - <del>75,513</del> <del>74,105</del>
Campus Life Coordinator	<del>64,725</del> <del>63,518</del> - <del>75,513</del> <del>74,105</del>
Building Services Manager	<del>66,235</del> <del>65,000</del> - <del>86,615</del> <del>85,000</del>
Energy and Risk Management Specialist	<del>50,950</del> <del>50,000</del> - <del>71,330</del> <del>70,000</del>
Data and Assessment Manager	<del>64,725</del> <del>63,518</del> - <del>75,513</del> <del>74,105</del>
Data Specialist	<del>38,334</del> <del>37,619</del> - <del>60,239</del> <del>59,116</del>
Digital Communication Specialist	<del>38,334</del> <del>37,619</del> - <del>60,239</del> <del>59,116</del>
Staff Accountant	<del>40,760</del> <del>40,000</del> - <del>52,988</del> <del>52,000</del>
School Psychologist Intern	<del>37,050</del> <del>36,230</del>
21st Century Community Learning Center Coordinator	2,500 (per semester)

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.



## 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, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one (1) of the plans 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 **Employees' Fringe Benefits**.

- 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 (6) 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 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 (1) of the following benefits based upon the employee's daily rate at the time of retirement:
  1. One (1) 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 Employees employee 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 \$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 \$50 for each year at the time of retirement.

### 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.

## Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/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 (1) 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 Absence

As used in this section, "immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney, 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 (1) 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 awarded twelve (12) days of personal illness/family illness leave. ~~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 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.

### **Job-Related Injury**

An employee injured in the performance of his/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.

### **Bereavement**

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively, a period extending not more than seven (7) consecutive calendar days immediately beyond each death.

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~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.~~

Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.

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.

### **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 s/he 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.

### **Health Leave**

Through the Board of School Trustees' action, regular classified employees may be granted a health leave after one (1) 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, 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

### **Health Leave - Procedure**

An employee with at least one (1) year's service, who has used all of his/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

- A. After all available benefit days have been exhausted, or
- B. When a physician's statement indicating inability to perform regular duties for an extended period of time has been provided, or
- C. 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 (30) days after s/he 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 (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

### **Personal Leave**

Full-time and regular school year classified ~~employees~~ ~~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. If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

~~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.~~

If an employee does not elect to roll two (2) personal business days into the following year, all unused ~~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, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day, as defined by the school calendar unless the employee complies with the following procedure:

- A. Once every ~~three~~ **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.

## Jury and Witness Duty Pay

### 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.

### 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 (1) 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.

### 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 (1) year, and are non-renewable.

The staff member shall return to the first position which becomes available for which s/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 s/he is eligible, at his/her own expense, by paying the full cost of premiums in advance at the Business Office.

### Adoptive Leave

An employee who legally adopts a child whose age is less than six (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.

## 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 175 or more days per year, and who has a regular workday of four (4) or more hours.

## Holidays

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

- 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

Martin Luther King Jr. Day

Presidents Day

Memorial Day

Independence Day - two (2) days

Labor Day

Thanksgiving - two (2) days

Christmas - two (2) days

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 (1) 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 will be a paid holiday.

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

Memorial Day

Labor Day

Thanksgiving Day and the following Friday (two (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 (6) 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 the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a twelve (12) month position will be granted years of service based on the following conversion formula. *NOTE: the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.*

The employee's employment record with Elkhart Community Schools for all positions held will be considered. Using the number of paid hours per day, multiplied by the number of paid days per school year, divided by 2080 to obtain the number of years equivalent to a twelve (12) month position. The total number of equivalent years will be rounded up to the nearest whole number.

The calculated number of years of service will be used in determining the total number of day's vacation which such full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective the January following their date of conversion. Prior to completing one (1) full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.

- 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.
- 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. Only twelve (12) month employees will be entitled to paid vacation days.
- K. Radio Station Manager, Data and Assessments Manager, and Building Services Manager shall be eligible for twenty (20) 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 in such position, or when previous employment provided relatively comparable experience, said managers shall be eligible for twenty-five (25) days of vacation each year.

Vacation days will be available to the said managers 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.

Revised 1/24/17  
 Revised 6/27/17  
 Revised 10/24/17  
 Revised 12/12/17  
 Revised 5/8/18  
 Revised 8/14/18  
 Revised 11/13/18  
 Revised 12/11/18  
 Revised 12/18/18  
 Revised 2/12/19  
 Revised 3/12/19  
 Revised 6/25/19



Book Policy Manual  
 Section 3000 Personnel  
 Title Proposed Revised THERAPISTS' COMPENSATION PLAN  
 Code po3422.13S  
 Status  
 Adopted December 13, 2016  
 Last Revised December 18, 2018  
 Last Reviewed December 10, 2019

**3422.13S - THERAPISTS' COMPENSATION PLAN**

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, 2020~~ ~~February 27, 2018~~. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	YEARLY SALARY RANGE
Occupational Therapist	<del>45,631</del> <del>44,780</del> - <del>65,287</del> <del>64,070</del>
Occupational Therapist Assistant	<del>43,701</del> <del>42,886</del> - <del>53,037</del> <del>52,048</del>
Physical Therapist Assistant	<del>43,701</del> <del>42,886</del> - <del>53,037</del> <del>52,048</del>
Board Certified Behavior Analyst (BCBA)	<del>45,631</del> <del>44,780</del> - <del>65,287</del> <del>64,070</del>

POSITION	HOURLY WAGE
Physical Therapist	<del>\$44.42</del> <del>43.59</del> - <del>\$58.17</del> <del>57.09</del>
Speech Language Pathology Assistant (SLPA)	<del>\$26.94</del> <del>26.44</del> - <del>\$34.53</del> <del>33.89</del>

Years Regularly Employed by or in the 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 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.

**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, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans 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 Human Resources 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 **Therapists' Fringe Benefits**.

- 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 (6) 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 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 (1) 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 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.

## Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/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.

Personal Illness/Family Illness Absence

**Regular school-year classified employees** will be awarded twelve (12) days of personal illness/family illness each year. ~~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 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.

## Family Illness

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~is defined as father, mother, brother, sister, spouse, life partner, 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.~~ "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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.

## Job-Related Injury

An employee injured in the performance of his/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.

## Bereavement

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively. ~~a period extending not more than seven (7) consecutive calendar days immediately beyond each death.~~

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~is defined as father, mother, brother, sister, spouse, life partner (as defined elsewhere in this policy), 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.~~

Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.

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.

## 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 s/he 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.

## Health Leave

Through Board of School Trustees' action, regular classified employees may be granted a health leave after one (1) 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, 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

## Health Leave - Administrative Regulation

An employee with at least one (1) year's service, who has used all of his/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.



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

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he 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 (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

#### 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. If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

If a Therapist does not elect to roll two (2) personal business days into the following year, all unused ~~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, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day, as defined by the school calendar, unless the employee complies with the following procedure:

- A. Once every three (3) 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.

#### 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.

## Parental Leave

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. 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 Human Resources 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 (1) year, and are non-renewable.

The staff member shall return to the first position which becomes available for which s/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 s/he is eligible, at his/her own expense, by paying the full cost of premiums in advance at the Business Office.

## Adoptive Leave

An employee who legally adopts a child whose age is less than six (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 Human Resources 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.

## 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:

- A. Martin Luther King, Jr. Day
- B. Presidents Day
- C. Memorial Day
- D. Labor Day
- E. Thanksgiving Day and the following Friday (two (2) days)
- F. Christmas Day - (if celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following)

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

Revised 1/1/17

Revised 12/12/17

Revised 2/27/18

Book Policy Manual  
 Section 3000 Personnel  
 Title Proposed Revised EMPLOYEES IN TECHNOLOGY SERVICES POSITIONS COMPENSATION PLAN  
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**3422.14S - EMPLOYEES IN TECHNOLOGY SERVICES POSITIONS COMPENSATION PLAN**

The Board of School Trustees hereby adopts the following wage schedule for the positions below to be effective January 1, ~~2020~~2019. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	HOURLY WAGE RANGE
Support Technician	<del>16.59</del> 16.28 - <del>25.93</del> 25.45
Service Desk Coordinator	<del>16.59</del> 16.28 - <del>25.93</del> 25.45
Data Systems Analyst	<del>16.59</del> 16.28 - <del>25.93</del> 25.45

POSITION	YEARLY SALARY RANGE
Manager of Infrastructure Services	<del>64,725</del> 63,518 - <del>96,009</del> 94,219
Senior Technical Support Manager	<del>66,882</del> 65,635 - <del>93,851</del> 92,101
Manager of Enterprise Application Services	<del>51,779</del> 50,814 - <del>72,276</del> 70,928
Network Administrator	<del>45,307</del> 44,462 - <del>64,725</del> 63,518
Telecommunications System Administrator	<del>45,307</del> 44,462 - <del>64,725</del> 63,518
Deployment Administrator	<del>45,307</del> 44,462 - <del>64,725</del> 63,518
Infrastructure Services Coordinator	<del>45,307</del> 44,462 - <del>64,725</del> 63,518
LMS & Student Data Integration Specialist	<del>45,307</del> 44,462 - <del>64,725</del> 63,518
Application Developer	<del>45,307</del> 44,462 - <del>64,725</del> 63,518
EAS Support Specialist	<del>43,150</del> 42,345 - <del>62,568</del> 61,401

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 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, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans 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 Human Resources 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 **Technology Services Employees' Fringe Benefits**.

- 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 (6) 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 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 (1) 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 this employee booklet.
- e. During the month of January, any Technology Services Employee who has perfect attendance, other than vacation, bereavement, or personal leave, in any full year subsequent to January 1, 2019, shall be paid the sum of \$100 for each year; any employee who is absent for any reason for five (5) or less days, other than vacation, bereavement, or personal leave, shall be paid a sum of \$50.

Any Technology Services Employee who has perfect attendance, other than vacation, bereavement, or personal leave, in any full year subsequent to January 1, 2006 and prior to January 1, 2019, shall be paid the sum of \$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 \$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.

#### Absences

When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/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.

#### Personal Illness/Family Illness Absence

As used in this section, "immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~includes spouse, life partner, 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.~~ "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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

An employee injured in the performance of his/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.

#### Bereavement

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively. ~~a period extending not more than seven (7) consecutive calendar days immediately beyond each death.~~

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~is defined as father, mother, brother, sister, spouse, life partner (as defined elsewhere in this policy), 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.~~

Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.

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.

## 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 s/he 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.

## Health Leave

Through Board of School Trustees' action, regular classified employees may be granted a health leave after one (1) 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, 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

## Health Leave - Procedure

An employee with at least one (1) year's service, who has used all of his/her personal illness, personal leave, FMLA Leave, and vacation benefits, may be placed on a health leave.

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

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he 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 (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

## 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. If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

If an employee does not elect to roll two (2) personal business days into the following year, all unused ~~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, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day, as defined by the school calendar, unless the employee complies with the following procedure:

- A. Once every three (3) 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.

#### Jury and Witness Duty Pay

##### **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.

##### **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.

#### Parental Leave

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. 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 Human Resources 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 (1) year, and are non-renewable.

The staff member shall return to the first position which becomes available for which s/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 s/he is eligible, at his/her own expense, by paying the full cost of premiums in advance at the Business Office.

#### Adoptive Leave

An employee who legally adopts a child whose age is less than six (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 Human Resources 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.

#### 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

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

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:

- A. New Year's - two (2) days
- B. Martin Luther King, Jr. Day
- C. Presidents Day
- D. Memorial Day

- E. Independence Day - two (2) days
- F. Labor Day
- G. Thanksgiving Day two (2) days
- H. Christmas Day - two (2) days

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.

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.

Thanksgiving Day and the day following will be paid holidays.

Presidents' Day will be a paid holiday.

#### 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 the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a twelve (12) month position will be granted years of service based on the following conversion formula. **NOTE: the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.**

The employee's employment record with Elkhart Community Schools for all positions held will be considered. Using the number of paid hours per day, multiplied by the number of paid days per school year, divided by 2080 to obtain the number of years equivalent to a twelve (12) month position. The total number of equivalent years will be rounded up to nearest whole number.

The calculated number of years of service will be used in determining the total number of day's vacation which such full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective the January following their date of conversion. Prior to completing one full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.

- 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.
- 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. Only twelve (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.

Revised 1/1/17

Revised 12/12/17

Revised 5/22/18

Book Policy Manual  
 Section 3000 Personnel  
 Title Proposed Revised PERMANENT SUBSTITUTE TEACHERS' COMPENSATION PLAN  
 Code po3422.15S  
 Status  
 Adopted January 1, 2017  
 Last Revised December 18, 2018  
 Last Reviewed December 10, 2019

**3422.15S - PERMANENT SUBSTITUTE TEACHERS' COMPENSATION PLAN**

**Section 1. PERMANENT SUBSTITUTE TEACHERS' SALARY SCHEDULE**

The Board of School Trustees hereby adopts the following wage schedule for those classified professional employees to be effective January 1, 2020~~August 14, 2018~~. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Substitute with Bachelors Degree and Substitute Permit	Substitute with Substitute Permit only	Substitute with Indiana Teacher's License
\$ <del>140.00</del> <u>143.00</u> per day 180 days \$ <del>25,200.00</del> <u>25,740.00</u>	\$ <del>130.00</del> <u>133.00</u> per day 180 days \$ <del>23,400.00</del> <u>23,940.00</u>	Daily Rate Based on Experience Pursuant to Hiring Schedule

**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, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans 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. 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

##### Personal Illness/Family Illness Absence

- A. Regular school-year classified employees will be awarded twelve (12) days of ~~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 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.
- C. The Elkhart Community Schools may request a doctor's approval to return to work following an illness.

##### Family Illness

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~shall be interpreted as spouse, life partner, 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.~~ "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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.

##### Job-Related Injury

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

#### Section 5. PERSONAL LEAVE

Permanent Substitute Teachers 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.

If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

If an employee does not elect to roll two (2) personal business days into the following year, all unused ~~Unused~~ personal leave will accumulate for retirement.

##### Permanent Substitute Teacher's 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, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day, as defined by the school calendar, unless the employee complies with the following procedure:

- A. Once every three (3) 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/her assigned duties.

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

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively. In the event more than one death in the employee's immediate family should occur, the employee may be absent from work with pay for five (5) business days for each death. Said days must be used by the employee within twelve (12) months of the second death of the immediate family member, but do not have to be used consecutively. ~~a period extending not more than seven (7) consecutive calendar days immediately beyond each death.~~

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~is defined as father, mother, brother, sister, spouse, life partner (as defined elsewhere in this policy), 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.~~

Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.

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. JURY AND WITNESS DUTY PAY

##### A. Jury Duty

All Permanent Substitute Teachers 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 9. HOLIDAYS

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

Permanent Substitute Teachers 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:

A. Martin Luther King, Jr. Day

B. Presidents Day

C. Memorial Day

D. Labor Day

E. Thanksgiving Day and Friday following (2 days)

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

Revised 8/14/18

Revised 10/23/18

Book Policy Manual  
 Section 3000 Personnel  
 Title Proposed Revised PARAPROFESSIONALS' COMPENSATION PLAN  
 Code po3422.08S  
 Status  
 Adopted December 13, 2016  
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 Last Reviewed December 10, 2019

**3422.08S - PARAPROFESSIONALS' COMPENSATION PLAN**

The Board of School Trustees hereby adopts the following wage schedule for paraprofessionals to be effective January 1, ~~2020~~2018.

Paraprofessionals' Wage Schedule

**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 fifty-five (55) days (Probationary Rate)	<del>10.24</del> 10.05	<del>9.69</del> 9.51
2	55 days or more, but less than 1 year	<del>10.36</del> 10.17	<del>10.06</del> 9.87
3	1 year or more, but less than 2 years	<del>10.87</del> 10.67	<del>10.59</del> 10.39
4	2 years or more, but less than 3 years	<del>11.43</del> 11.22	<del>11.10</del> 10.89
5	3 years or more, but less than 4 years	<del>11.96</del> 11.74	<del>11.60</del> 11.38
6	4 years or more, but less than 5 years	<del>12.40</del> 12.17	<del>12.03</del> 11.81
7	5 years or more, but less than 6 years	<del>12.96</del> 12.72	<del>12.55</del> 12.32
8	6 years or more, but less than 7 years	<del>13.44</del> 13.19	<del>13.04</del> 12.80
9	7 years or more	<del>14.00</del> 13.74	<del>13.57</del> 13.32

**1. 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 55 days (Probationary Rate)	<del>11.00</del> 10.79	<del>10.71</del> 10.51
2	55 days or more, but less than 1 year	<del>11.43</del> 11.22	<del>11.10</del> 10.89
3	1 year or more, but less than 2 years	<del>11.96</del> 11.74	<del>11.60</del> 11.38
4	2 years or more, but less than 3 years	<del>12.40</del> 12.17	<del>12.03</del> 11.81
5	3 years or more, but less than 4 years	<del>12.96</del> 12.72	<del>12.55</del> 12.32
6	4 years or more, but less than 5 years	<del>13.44</del> 13.19	<del>13.04</del> 12.80
7	5 years or more, but less than 6 years	<del>14.00</del> 13.74	<del>13.57</del> 13.32

Key: Column A = Less than four (4) hours/day employees  
 Column B = Four (4) or more hours/day employees (In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community School.

Explanation of Schedules

**A. Paraprofessional with no B.A. or B.S. Degree**

1. An employee who does not possess by January 1 of each year a Bachelor of Arts or Bachelor of Science degree in education from an accredited four year college or university shall be classified as a "paraprofessional" and shall be paid a wage in accordance with the Wage Schedule, pursuant to **Paraprofessionals' Wage Schedule-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 Human Resources 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. Director of Human Resources/Designee may place paraprofessionals in hard to fill positions (e.g. emotionally disabled, intense intervention) on steps 4 – 8 of the Paraprofessionals' Wage Schedule at their date of hire.
7. No change in wage status due to earned credit hours shall be made at any time other than January 1 of each year.
8. 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 Paraprofessionals' Wage Schedule -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 Paraprofessionals' Wage Schedule-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. Wage Differentials**

1. Paraprofessionals assigned to emotionally disabled classrooms as well as special education classrooms where custodial care and lifting are required shall be paid a differential of \$1.00 per hour over their existing rate. In addition, paraprofessionals who are required to perform pre-trip inspections of activity busses will be paid a differential of \$1.00 per hour over their existing rate.
2. Elementary library paraprofessionals and technology instructional paraprofessionals shall be paid a differential of \$1.00 per hour over their existing rate.
3. Technology instructional paraprofessionals who obtain and maintain certification prescribed by the Director of Technology Integration shall receive an additional pay differential of \$1.00 per hour.
4. Paraprofessionals assigned to the Elkhart Academy, both secondary and elementary, shall be paid a differential of \$1.00 per hour over their existing rate

**D. 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

**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.

## B. Insurance

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee, working thirty (30) or more hours per week, who is a member of the group hospitalization, major medical and life insurance program approved by the Board of School Trustees. Eligible employees' may select one of the plans 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

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 Human Resources 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 **Paraprofessionals' Fringe Benefits**.

- 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 (6) 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 eight (8) years, leaves the district's employment for one (1) year and then returns to employment, s/he must work another four (4) years in order to meet the age sixty (60) and ten (10) years of experience requirement, or nine (9) years in order to meet the age fifty-five (55) and fifteen (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 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. Two (2) 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.

## Absences



When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/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.

#### Personal Illness/Family Illness Absence

##### A. School-year Employees

1. Regular school year classified employees will be awarded twelve (12) days of personal illness/family illness leave each calendar year. ~~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 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. Immediate family shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~shall be interpreted as spouse, life partner, 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.~~ "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship. "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.
3. An employee injured in the performance of his/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.

#### Attendance Incentive Program

During the month of January, any paraprofessional who has perfect attendance, other than vacation, bereavement, or personal leave, shall be paid the sum of \$500. 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 \$250.

#### 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 five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively. ~~a period extending not more than seven (7) consecutive calendar days immediately beyond each death.~~

"Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparent, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~is defined as father, mother, step-parents, brother, sister, spouse, life partner (as defined elsewhere in this policy), 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.~~

Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.

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.

### **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 s/he 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.

### **Health Leave**

Through Board of School Trustees' action, regular classified employees may be granted a health leave after one (1) 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, 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

### **Health Leave - Procedure**

Through Board of School Trustees' action regular classified employees may be granted a health leave after one (1) 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/her responsibilities.

Health leaves may be granted for a maximum period of one (1) year. An employee shall be afforded the opportunity to continue participation in any insurance program in which s/he is enrolled. Such participation shall be at the employee's own expense.

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

Should the employee fail to provide a requested physician's statement within thirty (30) days after s/he 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 (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

### **Personal Leave**

Regular classified employees are entitled to the number of hours equal to ~~threetwo (23)~~ 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.

If an employee retains all three (3) personal business days at the end of the year, he/she can roll two (2) of the three (3) days to the following year to equal five (5) personal business days. The remaining unused personal business day shall accumulate for retirement at the end of the year. In the event the employee intends to use five (5) consecutive days, the employee must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.

If an employee does not elect to roll two (2) personal business days into the following year, all unused ~~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, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day, as defined by the school calendar, unless the employee complies with the following procedure:

- A. Once every three (3) 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/her assigned duties.

## Jury and Witness Duty Pay

### Jury Duty

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

### Witness Duty

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

## Parental Leave

A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. 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 Human Resources 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 (1) year, and are non-renewable.

The staff member shall return to the first position which becomes available for which s/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 s/he is eligible, at his/her own expense, by paying the full cost of premiums in advance at the Business Office.

## Adoptive Leave

An employee who legally adopts a child whose age is less than six (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 Human Resources 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.

## Paraprofessionals' Holidays

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

### 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

Memorial Day

Labor Day

Thanksgiving Day – two (2) days

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

Revised 1/1/17  
Revised 12/12/17  
Revised 10/23/18

Book	Policy Manual
Section	3000 Personnel
Title	Proposed Revised SUPPORT STAFF WORKING HOURS, COMPENSATORY TIME, AND OVERTIME
Code	po3413S
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Adopted	November 22, 2016
Last Reviewed	December 10, 2019

### 3413S - **SUPPORT STAFF WORKING HOURS, COMPENSATORY TIME, AND OVERTIME**

The assigned working hours of all support employees are established by the Director of Personnel in consultation with the administrator who is the employee's immediate supervisor, and the corporation Treasurer.

Employees who wish to begin the work day earlier or later than the assigned hours for their position must receive prior written authorization from their immediate administrative supervisor, who shall provide a copy of this authorization to the Director of Personnel.

Any employee who has a change in the number of hours worked per day, other than a temporary change, shall have his/her benefits for the current year changed accordingly. The increase or decrease shall be based upon the new number of hours worked per day.

The workweek shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday.

Overtime work is defined as time worked by non-exempt support employees in excess of forty (40) hours per workweek. Paid benefit days shall be included in the calculation of time worked.

For all non-exempt support employees, pay for overtime work will normally be at the rate of one and one-half (1-1/2) times the employee's regular hourly rate; exceptions to the foregoing are set forth in employee handbooks.

In the event an employee is required to work on a day that would normally be a paid holiday for this employee, the employee will receive holiday pay and, in addition, will be compensated for all hours worked on the holiday at two times their regular rate of pay.

Non-exempt employees who are required to work for more than their assigned hours during the workweek shall either be paid for said hours or, with the approval in writing from their immediate administrative supervisor ~~and the Director of Business Operations/Designee,~~ may be awarded compensatory time off. Except in emergencies, non-exempt employees are not authorized to work beyond their assigned hours without the approval of their immediate administrative supervisor and the Director of Business Operations/Designee.

A record of compensatory time awarded to a non-exempt employee shall be reported in a form acceptable to the /Business Office in a timely fashion. Such records shall be maintained ~~in the building and~~ in the Business Office. Compensatory time is awarded hour for hour until the employee has worked in excess of forty (40) hours during the workweek, and thereafter shall be awarded at the rate of one and one-half (1 1/2) hours for each hour worked in excess of forty (40) hours.

Compensatory time may be accrued up to ~~thirty-sixteen (30+6)~~ thirty-sixteen (30+6) hours and must be used within the calendar year it has been earned; exceptions to this may be authorized by the Chief Financial Officer.

**Proposed Revised** Administrative RegulationMISCELLANEOUS POSITION PAY SCHEDULE

CLASSIFICATION	POSITION	AMOUNT	SOURCE OF PAYMENT
<u>HIGH SCHOOL FOOTBALL:</u>			
	Event Supervisor	\$50 per Event -	ECS Ed Fund
<u>Adult</u>			
	Firemen	\$30 per hour	ECS Ed Fund
	Usher/Security	\$50 per game	H.S. Ath. Dept
	Ticket Sellers/Takers	\$27 per game	"
	Public Address Announcer	\$15 per game	"
*	Crowd Supervision Manager	1/2 of Master Contract Rate	ECS Ed Fund
	Fan Bus Supervision	\$15 + 2 Tickets per Trip	H.S. Ath. Dept.
	Parking Director	\$17 per hour	ECS Ed Fund
	Parking Attendant	\$15 per hour	"
<u>HIGH SCHOOL BASKETBALL</u> (Games @ N.S. and Tournament)			
	Event Supervisor	\$50 per event	ECS Ed Fund
	Tournament Supervisor	\$100 per event	ECS Ed Fund
<u>Adult</u>			
	Firemen	\$30 per hour	ECS Ed Fund
	Usher/Security	\$50 per regular game	H.S. Ath. Dept
		\$25 per tournament session	"
	Ticket Sellers/Takers	\$27 per session	"
	Timers/Scorers	\$10 JV game	"
		\$15 Varsity game	"
		\$25 per tournament session	"
	PA Announcer	\$15 per session	"
*	Crowd Supervision Manager	1/2 of Master Contract Rate	ECS Ed Fund
	Fan Bus Supervision	\$15 + 2 Tickets per trip	H.S. Ath. Dept.
	Parking Director	\$17 per hour-regular game	ECS Ed Fund
		\$17 per hour-tournament session	"
	Parking Attendant	\$12 per hour-regular game	"
		\$12 per hour-tournament session	"
<u>Student</u>			
	Usher/Security	\$7.25 + Ticket per regular game	H.S. Ath. Dept.
		\$7.25 + Ticket per tournament session	"
	Ticket Takers	\$10 per session	"
	Cloakroom Attendant	\$7.25 per regular game	"
		\$7.25 per tournament session	"

CLASSIFICATION	POSITION	AMOUNT	SOURCE OF PAYMENT
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HIGH SCHOOL ATHLETICS:

	Event Supervisor		
	Volleyball		
	Varsity/JV	\$50 per event	ECS Ed Fund
	Freshmen	\$30 per event	"
	Freshmen 3-way	\$50 per event	"
	4 team or less tourney	\$50 per event	"
	5 teams or more tourney	\$100 per event	"
	Soccer		
	Reg. season varsity & JV	\$50 per event	"
	Tournament	\$100 per event	"
	Swimming		
	Reg. season meet	\$50 per event	"
	All day tournament	\$100 per event	"
	Diving only	\$50 per event	"
	Wrestling		
	Varsity/JV	\$50 per event	"
	Super dual meet	\$100 per event	"
	Gymnastics		
	Varsity/JV	\$50 per event	"
	Invitational	\$100 per event	"
	Baseball/Softball		
	Varsity/JV	\$50 per event	"
	Freshmen	\$50 per event	"
	Tournament 4 teams	\$100 per event	"
	Tournament 5+ teams	\$100 per event	"
	Track		
	Dual or triangular meet	\$50 per event	"
	Invitational	\$100 per event	"

NON-ATHLETIC EVENTS (ECS RENTALS, MISCELLANEOUS ASSIGNMENTS):

Adult

	Electronic Technical Service Mgr.	\$14.50 per hour	ECS Ed Fund
*	Building Rental Manager	\$14.50 per hour <i>(per Teachers Contract)</i>	"
	Police/Firemen	\$30 per hour	"
	Security	\$10 per hour	"
	Usher	\$8 per event	"
	Ticket Seller/Taker	\$12 per event	"
	Parking Director	\$17 per hour	"

CLASSIFICATION	POSITION	AMOUNT	SOURCE OF PAYMENT
	Parking Attendant	\$15 per hour	"
	Substitute Custodian	\$12.19 per hour	"
*	Intramurals	\$7.25 per hour	"
	Food Service Sub	<del>\$9.68</del> <u>\$10.00</u> per hour	Food Service Fund
	Food Service Sub (retired Food Service employee)	\$12.01 per hour <u>or</u> <u>rate pursuant to Board Policy 3120.03S</u>	"
	Food Service Driver Sub	\$15.75 per hour	"
<u>Student</u>			
	Stage Hand/Music Helper	\$7.25 per hour	ECS Ed Fund
	Usher	\$7.25 per event	"
	Ticket Taker	\$8 per event	"
	Cloakroom Attendant	\$7.25 per event	"

In the event the federally established minimum wage exceeds the hourly rate set forth under this regulation, the minimum wage shall apply.

\* Negotiated Rates

~~October 22, 2019~~ December 10, 2019



ARTICLE 2  
DEFINITIONS

As used in this Agreement:

8. "Immediate family" shall mean employee's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, great-grandparents, stepparents, stepchildren, or any member of the family unit living in the employee's household, any person for whom the employee is the legal guardian, or for whom the employee is exercising rights authorized pursuant to a Power of Attorney. ~~includes an employee's father, mother, step-parents, brother, sister, husband, wife, life partner, child, step-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.~~

ARTICLE 10  
BEREAVEMENT

- A. Each employee shall be entitled to be absent without loss of compensation on account of a death, validated, if requested, in the employee's immediate family for five (5) business days beyond the date of death. Said days must be used by the employee within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively. In the event more than one death in the employee's immediate family should occur, the employee may be absent from work with pay for five (5) business days for each death. Said days must be used by the employee within twelve (12) months of the second death of the immediate family member, but do not have to be used consecutively. Employee must notify the Building Services Manager/Designee of each death. ~~a period extending not more than seven (7) calendar days after notification to the Director of Building Services/Designee of each death. In the event more than one death in the employee's immediate family shall occur, up to seven (7) calendar days' leave shall be granted for each death, provided that said days may overlap in the event of deaths occurring within seven (7) calendar days of each other.~~
- A.B. Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the employee's immediate family.
- B.C. Up to one (1) day shall be granted with pay to attend the funeral or service of a relative of the employee or the employee's spouse who is not a member of the employee's immediate family and not living in the same household.
- C.D. A bargaining unit member shall be entitled to use up to one (1) day of Bereavement Leave each year for the death of a close friend.
- D.E. The Superintendent/designee shall have the discretion to authorize additional bereavement days with or without pay.

ARTICLE 11  
PERSONAL LEAVE

- A. Each employee shall be entitled to three (3) days paid personal leave per calendar year. Such leave may be for the purposes of transacting personal business, or the conduct of personal or civic affairs. Request for personal leave shall be made by completing the authorized personal leave request form, and giving such form to the employee's supervisor, or authorized designee, no less than twenty-four (24) hours prior to the commencement of the leave. In the event of an unforeseen emergency beyond the control of the employee, of which the employee becomes aware less than twenty-four (24) hours prior to the requested commencement of personal leave, and which requires the absence of the employee, said employee may request such personal leave less than twenty-four (24) hours prior to the commencement of the leave, provided that such request is made as soon as reasonably possible after the employee learns of such emergency. If it is not possible to submit a written request in advance, an oral request must always be received by the appropriate administrator (Principal, Assistant Principal, ~~Director of Building Services~~ Manager) prior to commencement of the leave, followed by a written request upon return.
- B. Unused personal leave will accumulate for retirement, death, or disability benefits pursuant to and as provided by Article 20 of this Agreement.
- C. Personal Leave shall not be used for the sole purpose of extending the school vacation periods of ~~Fall Recess~~, Thanksgiving, Winter Recess, or Spring Break, or the day preceding fall recess in the event that day is scheduled as a parent teacher conference day, as defined by the school calendar. All requests for personal leave immediately before or after the above vacation periods will be granted only after the approval of the Superintendent or 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.

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	(see 3.)
Memorial Day	
Independence Day – two days	(see 4.)
Labor Day	
Thanksgiving - two days	(see 2.)
Christmas - two days	(see 1.a.)

In order to receive holiday pay, an employee must be in an active pay status on the day before and after the holiday.

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.

- B. The Union agrees to hold the Board and its agents harmless for any claims, suit, or judgment brought by any employee for said deduction.
- C. Upon appropriate written authorization from an employee, the employer shall deduct from the check of that employee and make appropriate remittance for United Way, an annuity program, credit union, and insurance.
- D. To cancel any of these previously authorized deductions, the employee shall notify the employer in writing of such desire, except for the credit union, in which case the authorization shall be made to the credit union, who will notify the employer.
- E. The Board agrees to make available a Section 125 Flexible Benefit Plan.
- F. Dues Deductions
  - 1. Prior to December 15 of each year the Union shall deliver to the employer an updated list of employees who have signed authorization for deduction of membership dues.
  - 2. The employer shall deduct, to the extent permitted by law, the authorized sum in twenty-four (24) equal semi-monthly payments and remit to the Union within fifteen (15) days of the paycheck date.
  - 3. A member of bargaining unit who chooses to revoke deduction authorization for Union dues shall provide written notice to the employer on the form provided to the employer by the Union. The employer will within five (5) work days of receipt of said notice inform the Union in writing of receipt of such notice.
  - 4. The Union agrees to indemnify and hold the employer harmless against any liability which may arise by reason of any action taken by the employer in complying with the provisions of this Article provided the employer gives the Union timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph

APPENDIX A

CUSTODIAL WAGES

January 1, ~~2018~~2020 – December 31, ~~2019~~2020

	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)
<del>C-1</del>	<del>Custodian – Light Duty</del>	<del>13.15</del>	<del>13.98</del>	<del>15.81</del>
C-2	Custodian - Heavy Duty Grounds Keeper	<del>13.56</del> <u>13.82</u>	<del>14.40</del> <u>14.67</u>	<del>16.26</del> <u>16.57</u>
C-3	Swing Person (two buildings) Night Supervisor-MS, EACC Custodial Pool	<del>13.90</del> <u>14.16</u>	<del>14.76</del> <u>15.04</u>	<del>16.63</del> <u>16.95</u>
C-4	Head Grounds-HS	<del>14.29</del> <u>14.56</u>	<del>15.12</del> <u>15.41</u>	<del>17.03</del> <u>17.35</u>
C-5	Elementary Head Custodian Mail Truck Driver	<del>14.95</del> <u>15.23</u>	<del>15.82</del> <u>16.12</u>	<del>17.67</del> <u>18.01</u>
C-6	Head Custodial Pool	<del>15.69</del> <u>15.99</u>	<del>16.55</del> <u>16.86</u>	<del>18.39</del> <u>18.74</u>
C-7	E.A.C.C. Head Custodian Asst. H.S. Head Custodian M. S. Head Custodian	<del>16.14</del> <u>16.45</u>	<del>16.93</del> <u>17.25</u>	<del>18.77</del> <u>19.13</u>
C-8	Maintenance Engineer	<del>16.32</del> <u>16.63</u>	<del>17.09</del> <u>17.41</u>	<del>18.97</del> <u>19.33</u>
C-9	High School Head Custodian	<del>16.94</del> <u>17.26</u>	<del>17.93</del> <u>18.27</u>	<del>19.62</del> <u>19.99</u>

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.

LONGEVITY PAY PLAN

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

~~December 12, 2017~~ December 10, 2019

Tentative Agreement

**ELKHART COMMUNITY SCHOOLS  
OVERNIGHT TRIP REQUEST**

**School:** North Side Middle School

**Class/Group:** North Side Choir

**Number of Students:** 1

**Date/Time Departing:** January 16, 2020 8:00 AM

**Date/Time Returning:** January 17, 2020 Late Evening

**Destination:** Grand Wayne Convention Center Fort Wayne IN  
**City State**

**Overnight facility:** COURTYARD FORT WAYNE DOWNTOWN AT GRAND WAYNE CONVENTION CENTER

**Mode of transportation:** Teacher (Mr. Reinert) Owned Vehicle with parent approval

**Reason for trip:** Ava Decker was selected through audition to Participate in the Indiana Middle School All Honor Choir. The group will rehearse all day on 1/16 and 1/17 and then will perform at the Embassy Theater in Fort Wayne at 4:30 on 1/17. After the performance her parents will bring her home.

**Names of chaperones:** Jeffrey Reinert

**Cost per student:** \$183

**Describe plans for Raising Funds or Funding Source:** Funds provided by North Side Choral Booster Account

**Plans to defray costs for needy students:** Funds provided by North Side Choral Booster Account

**Are needy students made aware of plans?** yes

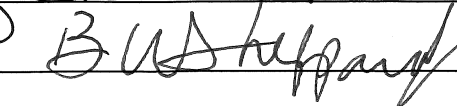
**Name of Teacher/Sponsor:** Jeffrey Reinert

**Signature of Teacher/Sponsor:** 

\*\*\*\*

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

**Signature of Principal:**  **Date:** 11-22-19

**Approval of Assistant Superintendent:**  **Date:** 12-2-19

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

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

RECD. 12/2/19

**ELKHART COMMUNITY SCHOOLS**

**Elkhart, Indiana**

DATE: December 5, 2019  
 TO: Dr. Steve Thalheimer, Superintendent  
 FROM: Dr. Bradley Sheppard *Bradley Sheppard*  
 RE: **Conference Leave Requests**  
**December 10, 2019 - Board of School Trustees Meeting**

**The following requests for excused absences are recommended for approval:**

<b>2019 - 2020 CONFERENCES</b>	<b>EXPENSES</b>	<b>SUBSTITUTE</b>
<b>ENGAGING RESISTANT CLIENTS</b> This conference will provide strategies and techniques to get more engagement from my students and their families. South Bend, IN December 13, 2019 (1 day's absence) TRACEY MILLER - CENTRAL (1-2)	\$0.00	\$0.00
	N/A	N/A
<b>AMERICAN CHORAL DIRECTORS ASSOCIATION CENTRAL/NORTH REGIONAL CONFERENCE</b> This conference will provide the chance to examine new choral music, learn new teaching techniques and hear choirs from all over the midwest. I will also be receiving the Stace Stegman Award for leadership and service to the organization. Milwaukee, WI March 5 - 6, 2020 (2 day's absence) WILLIAM NIEDERER - CENTRAL (2-2)	\$232.00	\$190.00
	EDUCATION FUND	EDUCATION FUND
	<b>\$232.00</b>	<b>\$190.00</b>
2019 YEAR-TO-DATE EDUCATION FUNDS	\$18,616.80	\$1,425.00
2020 YEAR-TO-DATE EDUCATION FUNDS	\$232.00	\$190.00
2019 YEAR-TO-DATE OTHER FUNDS	\$239,276.45	\$19,475.00
2019 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
2020 YEAR-TO-DATE OTHER FUNDS	\$2,909.98	\$950.00
2020 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$261,035.23</b>	<b>\$22,040.00</b>

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



**HUMAN RESOURCES**

\*\*\*\*\*

**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: DR. STEVEN THALHEIMER**  
**FROM: MS. CHERYL WAGGONER**  
**DATE: DECEMBER 10, 2019**

**PERSONNEL RECOMMENDATIONS**

**CERTIFIED**

- a. **Agreement** – We recommend the approval of an agreement regarding unpaid time.
- b. **Transfer** – We recommend the approval of an administrative transfer for the following employee:

**Anthony England                      ESC/Asst Superintendent of Exceptional Learners**

- c. **New Certified Staff** – We recommend the following new certified staff for employment in the 2019-20 school year:

**Abigail Gerig                              Beardsley/Grade 5**

- d. **Retirement** – We report the retirement of the following employee effective December 20, 2019:

**James McClain                              North Side/Math                      23 Years of Service**

- e. **Medical Leave** – We recommend a medical leave for the following employee:

**Jami Young                                      ESC/Homebound**  
Begin: 1/6/20                                      End: 6/3/20

- f. **Maternity Leave** – We recommend a maternity leave for the following employee:

**MiColette Berry                              Beardsley/Kindergarten**  
Begin: 1/9/20                                      End: 6/3/20

**CLASSIFIED**

- a. **New Hires** – We recommend regular employment of the following classified employees:

**Danette Freel                                      Central/Food Service**  
Began: 10/4/19                                      PE: 11/29/19

**Minnie Hutch                                      North Side/Food Service**  
Began: 10/8/19                                      PE: 12/3/19

**Kathleen Kelly                                      Osolo/Paraprofessional**  
Began: 10/7/19                                      PE: 12/2/19



<b>Shelly Piggie</b> Began: 10/7/19	<b>Transportation/Bus Helper</b> PE: 12/2/19
<b>Paul Shelley</b> Began: 10/14/19	<b>Pinewood/Social Worker</b> PE: 12/9/19
<b>Lauren Smith</b> Began: 10/7/19	<b>Commissary/Food Service</b> PE: 12/2/19
<b>Cathy Snyder</b> Began: 10/15/19	<b>Woodland/Paraprofessional</b> PE: 12/10/19
<b>Kelly Vollstedt</b> Began: 10/14/19	<b>Beardsley/Food Service</b> PE: 12/9/19
<b>Amber White</b> Began: 10/14/19	<b>Memorial/Food Service</b> PE: 12/9/19

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

<b>Lois Keith</b> Began: 3/30/16	<b>Roosevelt/Paraprofessional</b> Resign: 11/26/19
<b>Roderic Roberson</b> Began: 7/1/17	<b>ESC/Energy &amp; Risk Management Specialist</b> Resign: 12/31/19
<b>Brenda Snider</b> Began: 8/16/18	<b>Transportation/Bus Helper</b> Resign: 11/15/19

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

<b>Linda De Romero</b> Began: 9/13/05	<b>Pierre Moran/Paraprofessional</b> Retire: 12/20/19 14 Years of Service
<b>Eulah Mitchell</b> Began: 2/15/96	<b>Pierre Moran/Social Worker</b> Retire: 12/31/19 23 Years of Service
<b>Nyta Tilford</b> Began: 9/8/86	<b>Monger/Secretary</b> Retire: 1/17/20 33 Years of Service

