

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

December 14, 2021

CALENDAR

Dec	14	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Dec	14	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Dec	21	8:00 a.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Jan	11	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Jan	11	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

- A. CALL TO ORDER
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. MOMENT OF PRIDE – Instructional Leadership
- E. CONSENT ITEMS:
 - Minutes – November 23, 2021 – Public Work Session
 - Minutes – November 23, 2021 – Regular Board Meeting
 - Minutes – November 5, 2021 – Special Board Meeting
 - Claims
 - Gift Acceptance
 - Fundraiser
 - Extra-Curricular Purchase Request
 - Conference Leave Requests
 - Overnight Trip Request
 - Personnel Report

F. OLD BUSINESS

COVID Update

2022-2023 School Calendar – The Administration presents the proposed 2022-2023 School Calendar, as presented at the November 23rd regular Board meeting.

G. NEW BUSINESS

New Course Offering - The administration presents a proposed new course offering for Board review: Advanced Life Science: Plants and Soils for 2022-2023.

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).

Board Policies - Compensation – The administration presents proposed revisions to the following Board Policies and asks to waive 2nd 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
- 3422.07S - 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
- 3422.16S - LPNs' Compensation Plan

Board Policy 3422.06S – Secretarial/Business Compensation Plan – The administration presents proposed revisions to 3422.06S - Secretarial/Business Compensation Plan and asks to waive 2nd reading.

Board Policy 3422.08S – Paraprofessional Compensation Plan – The administration presents proposed revisions to 3422.08S - Paraprofessional Compensation Plan and asks to waive 2nd reading.

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

H. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

I. ADJOURNMENT

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

Elkhart Community Schools
Elkhart, Indiana

November 23, 2021

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at
6:00 p.m.

Place/Time

Board Members Present:	Roscoe L. Enfield, Jr. Dacey S. Davis	Babette S. Boling Kellie L. Mullins Anne M. VonDerVellen
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Roll Call

Via Electronic Communication:	Troy E. Scott
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Absent:	Douglas K. Weaver
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ECS Staff Present:	Lindsey Cox Tony England Mindy Higginson Kevin Scott	Brad Sheppard Steve Thalheimer Doug Thorne Beth Williams
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The Board was presented an update on the Exceptional Learners Department's programs by Tony England, Assistant Superintendent of Exceptional Learners and Lindsey Cox, Supervisor of Special Programs.

Topics
Discussed

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

Adjournment

APPROVED:

Signatures

Roscoe L. Enfield, Jr., President

Babette S. Boling, Member

Dacey S. Davis, Vice President

Kellie L. Mullins, Member

Troy E. Scott, Secretary

Anne M. VonDerVellen, Member

Douglas K. Weaver, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

November 23, 2021

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 7:00 p.m.			Place/Time
Board Members Present:	Roscoe L. Enfield, Jr. Dacey S. Davis	Babette S. Boling Kellie L. Mullins Anne M. VonDerVellen	Roll Call
Via Electronic Communication:	Troy E. Scott		
Absent:	Douglas K. Weaver		
President of the Board, Rocky Enfield, called the regular meeting of the Board of School Trustees to order.			Call to Order
Board member, Kellie Mullins, recited the Elkhart Promise.			The Elkhart Promise
Mr. Enfield discussed the invitation to speak protocol.			
Superintendent’s Student Advisory Committee member, Paityn Sheldon, presented the Moment of Pride. In addition to SSAC, Ms. Sheldon has been a football team manager, a basketball team manager, involved in the unified track meet and is currently doing an internship in the special education program. Ms. Sheldon highlighted ‘What Cool Things the Special Needs Kids are Doing’.			Moment of Pride
By unanimous action by roll call, the Board approved the following consent items:			Consent Items
Minutes – November 9, 2021 – Public Work Session Minutes – November 9, 2021 – Regular Board Meeting			Minutes
Payment of claims totaling \$5,669,059.02 as shown on the November 23, 2021, claims listing. (Codified File 2122-63)			Payment of Claims
The following donation was made to Elkhart Community Schools (ECS): \$25,000 from the Rex and Alice Martin Foundation for playground equipment at Woodland.			Gift Acceptance
Proposed school fundraisers in accordance with Board policy. (Codified File 2122-64)			Fundraisers

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the November 23, 2021 listings. (Codified File 2122-65)	Conference Leave Requests
Overnight Trip Request from the Ag/Motorcycle/Outdoor Power Technology Department at EACC for 6 students to travel to Indianapolis on December 7 – 11, 2021, for the HotRodders of Tomorrow National Competition.	Overnight Trip Request
Submission of a grant to the Indiana Chamber of Commerce: EARN Work-Based Learning Expansion Grant from EHS/EACC in the amount of \$125,000. (Codified File 2122-66)	Grants
	Personnel Report
Employment of the following two (2) certified staff members for the 2021-2022 school year, effective on dates indicated: Dana Soptich – special education at Freshman Division, 11/22/21 Elaina Werbiansky – language arts at Elkhart Academy, 11/29/21	Certified Employment
Leave for certified staff member, Denise Uitdenhowen, grade 5 at Hawthorne, beginning 12/10/21 and ending 5/27/22.	Certified Leave
Retirement of certified staff member, Kathryn Freehafer, art at Pierre Moran, effective 2/28/22 with 32 years of service.	Certified Retirement
Employment of the following eleven (11) classified employees, effective on dates indicated: Dalton Bogaert - technical assistant at EACC, 11/17/21 Audriana Coleman - assistant secretary at Hawthorne, 11/12/21 Catelynn Fuller - trainer/dispatcher at Transportation, 11/22/21 Albina Isleno - assistant secretary at Beardsley, 11/15/21 Gloria Janc - food service at Osolo, 11/10/21 Rebecca Miranda - bus driver at Transportation, 11/15/21 Beverly Richardson - bus helper at Transportation, 11/17/21 Tina Sigrist - custodian at Pierre Moran, 11/16/21 Brittnee Taylor - food service at Hawthorne, 11/22/21 Wenzday Thimons – registered behavior technician at Cleveland, 11/23/21 Bill Wooley - bus driver at Transportation, 11/15/21	Classified Employment

<p>Retirement of the following two (2) classified employees on dates indicated with years of service in parentheses: Chester House - custodian at Building Services, 1/4/22 (20) Marguerite Fowler - bus driver at Transportation, 12/3/21 (12)</p>	Classified Retirement
<p>Resignation of the following four (4) classified employees, effective on dates indicated: Carol Dornhecker - route driver coordinator at Transportation, 11/26/21 Karri Kinney - paraprofessional at Pinewood, 11/12/21 Casey Lott - paraprofessional at Beardsley, 12/3/21 Julia Newvine - food service at North Side, 11/3/21</p>	Classified Resignations
<p>Revision of resignation for classified employee, Mark Paustian, mechanic at Transportation, effective 11/5/21.</p>	Revision of Resignation
<p>Termination of classified employee, Joy Pendl, paraprofessional at Eastwood, effective 11/23/21 under Board Policy 3139.01S.</p>	Classified Termination
<p>Leave for classified employee, Charlotte Sutton, food service at Freshman Division, beginning 10/4/21 and ending 2/1/22.</p>	Classified Leave
<p>Superintendent Thalheimer reported COVID numbers have seen an increase. So far this week, 31 positive students and 3 staff.</p>	COVID Update
<p>By unanimous action by roll call, the Board approved the revised Board Meeting schedule for 2022, as presented at the November 9th regular meeting. (Codified File 2122-67)</p>	2022 Board Meeting Schedule
<p>The Board was presented the 2022-2023 School Calendar for initial consideration. Assistant Superintendent, Brad Sheppard, reviewed the calendar proposed e-learning and holidays, noting the semesters are very balanced for the year.</p>	2022-2023 School Calendar
<p>By a unanimous action by roll call, the Board adopted a Resolution to Transfer Appropriations. (Codified File 2122-68)</p>	Resolution
<p>The Board was presented the ESSER Utilization Review. Chief financial officer, Kevin Scott, noted the Utilization Review has been available on the district's website and going forward will be reported monthly to the Board. (Codified File 2122-69)</p>	ESSER Utilization Review
<p>The Board received a financial report from Mr. Scott for the period January 1 – October 31, 2021. The Board found the report to be in order.</p>	Financial Report
<p>Mr. Scott stated claims for this October are \$84,000 higher than last year, primarily due to COVID restrictions in the previous year.</p>	Insurance Update

An audience member stated she was stunned by the decision to remove the mask mandate.

From the Audience

An audience member thanked the Board for removing the mask mandate and allowing the decision to be made by parents.

From the Audience

Dr. Thalheimer thanked parents, students, and staff for their patience this school year. Dr. Thalheimer also wished everyone a safe and enjoyable holiday.

From the Superintendent

The meeting adjourned at approximately 7:25 p.m.

Adjournment

APPROVED:

Signatures

Roscoe L. Enfield, Jr., President

Dacey S. Davis, Vice President

Troy E. Scott, Secretary

Babette S. Boling, Member

Kellie L. Mullins, Member

Anne M. VonDerVellen, Member

Douglas K. Weaver, Member

MINUTES OF THE
SPECIAL BOARD MEETING
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

November 5, 2021

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at
7:45 a.m.

Place/Time

Board Members	Roscoe L. Enfield, Jr.	Babette S. Boling
Present:	Dacey S. Davis	Kellie L. Mullins
	Susan C. Daiber	Troy E. Scott
		Douglas K. Weaver

Roll Call

President of the Board, Rocky Enfield, called the Special Meeting of the Board
of School Trustees to order.

Call to Order

The Board reviewed the tentative agreement with the Elkhart Teacher's
Association (ETA) for a new collective bargaining agreement.

Agreement

The meeting adjourned at approximately 8:20 a.m.

Adjournment

APPROVED:

Signatures

Roscoe L. Enfield, Jr., President

Dacey S. Davis, Vice President

Troy E. Scott, Secretary

Babette S. Boling, Member

Kellie L. Mullins, Member

Anne M. VonDerVellen, Member

Douglas K. Weaver, Member



INSTRUCTIONAL LEADERSHIP

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: BOARD OF SCHOOL TRUSTEES
DR. STEVE THALHEIMER

FROM: DR. BRADLEY SHEPPARD *Bradley Sheppard*

DATE: DECEMBER 1, 2021

GIFT ACCEPTANCE – MUSIC DEPARTMENT

Derrick Thomas has offered to donate one (1) King Trombone – Model 606 (serial number 740385) to the music department of the Elkhart Community Schools.

Quinlan & Fabish Music Company has examined the instrument and finds it to be in good condition. The fair market value of the instrument is \$275.00.

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

Derrick Thomas
222 Homan Avenue
Elkhart IN 46516



ELKHART 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

DATE: December 1, 2021
TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Brian Buckley/Jacquie Rost
Elkhart High School Athletic Department

RE: Donation Approval – Elkhart Community Foundation

A donation in the amount of \$300.00 has been given to the Elkhart High School Boys’ Basketball Program from the Elkhart Community Foundation. This donation will help with the continued growth and progression of our Boys’ Basketball Feeder Program.

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

Elkhart Community Foundation
300 Nibco Parkway, Suite 301
Elkhart, IN 46516

Sincerely,


Brian Buckley & Jacquie Rost
Co-Athletic Directors
Elkhart High School



ELKHART 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

DATE: December 1, 2021
TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Brian Buckley/Jacque Rost
Elkhart High School Athletic Department

RE: Donation Approval – NIVA

A donation in the amount of \$1,000.00 has been given to the Elkhart High School Athletic Department as a thank you for the use of the athletic office, athletic commons and gym space for tryouts. This donation will help with the continued growth of our athletic programs at Elkhart High School.

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

NIVA
10100 Billet Ct.
Granger, IN 46530

Sincerely,

Brian Buckley & Jacquie Rost
Co-Athletic Directors
Elkhart High School



ELKHART COMMUNITY SCHOOLS



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

**TO: BOARD OF SCHOOL TRUSTEES
SUPERINTENDENT STEVE THALHEIMER**

FROM: SUSAN OTT

DATE: DECEMBER 2, 2021

SUBJECT: GIFT ACCEPTANCE

The following donation was made to offset negative lunch balances:

Cheryl Waggoner	\$500.00
1222 Willowdale Avenue	
Elkhart, IN 46514	

I am requesting approval from the Board of School Trustees to accept these donations and appropriate letters of acknowledgement and appreciation be sent.



OSOLO ELEMENTARY SCHOOL
24975 COUNTY ROAD 6 EAST • ELKHART, IN 46514
PHONE: 574-262-5590



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

DATE: November 29, 2021

TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Kristine Weimer, Principal
Kami Brenneman, Social Worker

RE: Donation Approval

Osolo Elementary School has received a donation of \$500 from Coulter Specialty Painting and Finishing to go towards our Angel Tree Gift Giving for the holidays. This money will be used to purchase coats, boots and clothing items for students in need at Osolo.

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:

Coulter, LLC
Attn: Samuel Martin Snemis
209 York Dr.
Middlebury, IN 46540



OSOLO ELEMENTARY SCHOOL
24975 COUNTY ROAD 6 EAST • ELKHART, IN 46514
PHONE: 574-262-5590



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

DATE: November 19, 2021
TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Mrs. Kris Weimer, Osolo Principal
Mrs. Kami Brenneman, Social Worker

RE: Donation Approval

Mrs. Kathy Cora, 2nd grade teacher at Osolo Elementary made a check donation of \$500 to be used for our Angel Tree Gift Giving in December at Osolo Elementary. This was donated to help with purchasing needed coats and cold weather gear for students needing items and for gifts for students in need for Christmas.

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:

Kathy Cora
58411 Homer Ave
Elkhart, IN 46517

School/Organization	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Elkhart High - Track	FanAngel is an online fundraising platform that students share with family and friends to donate. Proceeds will be used for team shirts, meals, and needs of the track team.	3/1/2022 - 4/2/2022	11/21/2021	Adam Homo
Elkhart High - Cheerleading	The team will host a gift card raffle and a GoFundMe page as a sponsorship drive for the Nationals team. Funds will be used to help offset the cost of UCA National in Orlando, FL.	12/17/2021 - 1/1/2022	12/3/2021	Haley Warstler
	Please note the following fundraisers are presented for confirmation only.			

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

December 14,, 2021

TO: Dr. Steven Thalheimer
Board of School Trustees

FROM: Kevin Scott

SUBJECT: Extra-Curricular Purchase

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

SCHOOL/ACCOUNT	ITEM	AMOUNT
West Side - Athletic Fund	Football Helmets	\$1,548.00



WEST SIDE MIDDLE SCHOOL
101 SOUTH NAPPANEE STREET • ELKHART, IN 46514
PHONE: 574-295-4815

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

To: Dr. Thalheimer
From: Derrick Thomas / Kristie Stutsman
Date: November 17, 2021
Re: Approval for Purchase of Football Helmets

West Side Middle School is requesting approval to purchase football helmets from the athletic extra-curricular account. The cost of the equipment is \$1,548.00. The helmets will be for the 7th and 8th grade football team.

The equipment is being purchased from

Sportsarama
P.O. Box 596
114 W. Chicago RD
Sturgis, MI 49091

SPORTSARAMA

P.O. BOX 596
114 W. CHICAGO RD
STURGIS, MI 49091

269-651-5382

INVOICE

DATE: November 17, 2021
INVOICE # 57291

Bill To:
West Side Middle School
Ath. Dept

Ship To:
Derrick Thomas

Football

P.O. #	Sales Rep. Name	Ship Date	Ship Via	Terms	Due Date
	Chance Stewart			Net 30	

Product ID	Description	Quantity	Unit Price	Line Total
	Vengeance A11 Helmet White w/ grey guard 1-XXS 6-S 2-M 3-L	12	129.00	1,548.00
	FREE HELMETS 1-L 1-XL	2		

SUBTOTAL	1,548.00
MISC.	
DISCOUNT	
FREIGHT	
TOTAL	1,548.00
PAID	-
TOTAL DUE	1,548.00

THANK YOU FOR YOUR BUSINESS!

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

DATE: November 10, 2021
 TO: Dr. Steve Thalheimer
 FROM: Brandon Eakins *BE*
 RE: **Conference Leave Requests Paid Under Carl D. Perkins Grant
 December 14, 2021 - Board of School Trustees Meeting**

2021-2022 CONFERENCES	EXPENSES	SUBSTITUTE
Performance and Race Industry Hot Rodders Championship Students from our Motorcycle/Small Engine program have qualified for the Hot Rodders of Tomorrow national finals that take place at the PRI show. <p style="text-align: center;">Indianapolis, IN December 9 & 10, 2021 Brandon Eakins (1-3)</p> Career and Technical Student Organizations Competitions	\$488.79	\$0.00
** FOR CONFIRMATION ONLY		
TOTAL	\$488.79	\$0.00
2021-22 YEAR-TO-DATE PERKINS FUNDS	\$18,972.35	\$0.00
GRAND TOTAL	\$19,461.14	\$0.00

**ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST**

School: North Side Middle School

Class/Group: North Side Choir

Number of Students: 1

Date/Time Departing: 2022-01-13

Date/Time Returning: 2022-01-14 Late Evening

Destination: Ft. Wayne Ft. Wayne IN
City State

Overnight facility: Hilton Ft. Wayne Grand Convention Center

Mode of transportation: Teacher (Mr. Reinert) Owned Vehicle with parent approval to the event. Parent/Guardian driving home from the event.

Reason for trip: Christian Bonner was selected through audition to participate in the Indiana Music Educators Association "Indiana Middle School All Honor Choir." This group of outstanding young singers will rehearse all day on 1/13 and 1/14 and then will perform at the Embassy Theatre.

Names of chaperones: Jeffrey Reinert and EvaMarie Young-Ray (overnight chaperones provided by the host organization)


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: 11-29-21

Approval of Assistant Superintendent:  Date: _____

Approval by Board: _____

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



HUMAN RESOURCES

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. STEVEN THALHEIMER
FROM: DR. DENISE SEGER
DATE: DECEMBER 14, 2021

PERSONNEL RECOMMENDATIONS

CERTIFIED

- a. **Agreement** – We recommend the approval of a settlement agreement regarding unpaid time.
- b. **New Certified Staff** – We recommend the following new certified staff for employment in the 2021-22 school year:

Debra Ball	Roosevelt/Art
Kristine Nass	West Side/Language Arts

- c. **Re-Assignment** – We recommend the temporary re-assignment of the following employee:

Katrina Barhydt	Elkhart Academy/Counselor/Mental Health Coord
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- d. **Resignation** – We report the resignation of the following employees:

Cassandra Kronewitter Began: 10/26/21	PACE/Special Education Resign: 12/3/21
Earl Knudson Began: 10/30/18	Pierre Moran/Physical Education Resign: 12/22/21

CLASSIFIED

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

Dawn Bonney Began: 10/6/21	Feeser/Food Service PE: 11/30/21
Ashley Dench Began: 10/14/21	Eastwood/Food Service PE: 12/8/21

Desiree Diliberti
Began: 10/4/21

West Side/Food Service
PE: 11/29/21

Sarah Fox
Began: 10/19/21

Riverview/RBT Paraprofessional
PE: 12/13/21

Lois Grocke
Began: 10/4/21

Beck/RBT Paraprofessional
PE: 11/29/21

Ana May
Began: 10/4/21

Commissary/Food Service
PE: 11/29/21

Matthieu Miller
Began: 10/11/21

Roosevelt/Custodian
PE: 12/6/21

Christene Parks
Began: 10/20/21

Transportation/Bus Driver
PE: 12/14/21

Teresa Garcia Ponce
Began: 10/11/21

Daly/Social Worker
PE: 12/6/21

Charles Witte
Began: 10/12/21

Transportation/Bus Helper
PE: 12/6/21

- c. **Reassignment** – We recommend the approval of reassignment of the following classified employee to a certified position effective 2021-2022 school year:

Debra Ball

Roosevelt/Building Substitute

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

Debra Bice
Began: 8/1/17

ESC/Secretary
Resign: 12/17/21

Austin Clanton
Began: 5/26/20

Transportation/Mechanic
Resign: 12/6/21

William Greene
Began: 8/6/15

Elkhart High School/Paraprofessional
Resign: 12/3/21

Brenda King
Began: 9/20/16

Monger/Custodian
Resign: 10/5/21



Alan Kist
Began: 8/17/20

Transportation/Bus Driver
Resign: 11/29/21

Hannah Litka
Began: 8/18/21

Hawthorne/Paraprofessional
Resign: 11/23/21

Derria Pratcher
Began: 9/28/20

Hawthorne/Building Substitute
Resign: 12/1/21

Deneen Stout
Began: 9/28/20

Eastwood/Paraprofessional
Resign: 12/3/21

e. Termination – We report the termination of the following employees:

Nathashia deJesus
Began: 8/17/17

Transportation/Bus Driver
End: 12/14/21
Policy: 3139.01S

Christine Salazar
Began: 9/21/21

Transportation/Bus Helper
End: 12/14/21
Policy: 3139.01S





SCHOOL CALENDAR: July 2022 – June 2023

JULY 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JULY

AUGUST 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

8/8/22: Full day pre-session for teachers – non student day
8/9/22: Full day pre-session for teachers – non student day
8/10/22: Full day pre-session for teachers – non student day
8/11/22: Students' first day – full day for all students

SEPTEMBER 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

SEPTEMBER

9/5/22: Labor Day – ALL BUILDINGS CLOSED
9/27/22: eLearning/Building Staff PD

OCTOBER 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

OCTOBER

10/7/22: End of 1st Grading Period/Midterm (41 days)
10/17-10/18/22: Elementary and Secondary P/T Conferences (evening hours)
10/19/22: Elementary and Secondary P/T Conferences (morning hours) and eLearning for all students

NOVEMBER 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

10/20-10/24/22: Fall Recess – ALL SCHOOLS CLOSED

NOVEMBER

11/23-11/25/22: Thanksgiving Recess – ALL SCHOOLS CLOSED

DECEMBER 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

DECEMBER

12/8/22: eLearning/Building Staff PD
12/22/22: End of 2nd Grading Period/1st Semester (48 days)
12/23 – 12/30/22: Winter Recess – ALL SCHOOLS CLOSED

JANUARY

1/2-1/6/23: Winter Recess – ALL SCHOOLS CLOSED
1/9/23: School resumes after Winter Break
1/16/23: Martin Luther King, Jr. Day – ALL SCHOOLS CLOSED

JANUARY 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

16 teacher days/16 student days

FEBRUARY 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

18 teacher days/18 student days

MARCH 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23 teacher days/23 student days

APRIL 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

15 teacher days/15 student days

MAY 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

19 teacher days/19 student days
[91 teacher days/91 student days]

JUNE 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DRAFT #5 11/12/21

16 teacher days/16 student days
[93 teacher days/89 student days]

184 teacher days/180 student days

Elkhart Community Schools
New Course Proposal for ~~2023-2023~~
2022-2023

Proposals for new courses submitted 3 semesters prior to implementation.

<p>State Title</p>	<p>Advanced Life Science: Plants and Soils is a two semester course that provides students with opportunities to participate in a variety of activities including laboratory work. Students study concepts, principles, and theories associated with plants and soils. Knowledge gained enables them to better understand the workings of agricultural and horticultural practices. They recognize how plants are classified, grow, function, and reproduce. Students explore plant genetics and the use of plants by humans. They examine plant evolution and the role of plants in ecology. Students investigate, through laboratories and fieldwork, how plants function and how soil influences plant life.</p>
<p>Course Description</p>	<p>Advanced Life Science: Plants and Soils</p> <p>2 Semesters, 2 credits Core</p> <p>40 & AHD Science course (CTE course)</p> <p>Ivy Tech dual credit AGRI 109</p> <p>Grades 11-12 Recommended</p> <p>Suggested Prerequisite: Chemistry, Biology, Plant and Soil science</p> <p>Advanced Life Science: Plants and Soils is a two semester course that provides students with opportunities to participate in a variety of activities including laboratory work. Students study concepts, principles, and theories associated with plants and soils. Knowledge gained enables them to better understand the workings of agricultural and horticultural practices. They recognize how plants are classified, grow, function, and reproduce. Students explore plant genetics and the use of plants by humans. They examine plant evolution and the role of plants in ecology. Students investigate, through laboratories and fieldwork, how plants function and how soil influences plant life.</p> <p>Fulfills a Life Science requirement for the Core 40 diploma Directed Elective or Elective Academic Honors diplomas</p> <p>CTE Ivy tech dual credit course AGRI 109</p>
<p>Grade Levels</p>	<p>Suggested Grades 11-12</p>
<p>Pathway</p>	<p>Plant and Soil Science</p>

Elkhart Community Schools New Course Proposal for ~~2023-2023~~

Length of Course	Full Year 2022-2023
Prerequisites	Suggested Prerequisite: Chemistry, Biology, Plant and Soil science

Additional Required Information:

Resources	<ol style="list-style-type: none"> 1. What resources do you need to support the guaranteed and viable curriculum for this course? CASE Curriculum, 2. How can we minimize costs for students and families? Are there Open Education Resources and/or Textbooks available? Could you use teacher-curated resources? Good places to start looking for OERs: Curriki, Open Culture, CK-12, OER Commons, Open Staxs, or Open Textbook Library. Hit this link to see a full Symbaloo page of OER Resource options: OER Digital Resources. 3. Do the resources you recommend require an extended contract, or are one-year contracts available? No, The resources are updated automatically once the teacher is trained. <p>Please be specific about resources you wish to use. Include titles, ISBNs, costs, website addresses, yearly subscription fees, etc. There is no yearly fee.</p> <p>Note: Some, but not all, AP and Dual Credit courses require a specific textbook. Please include this information.</p>
Additional cost?	<p>Are there supplies, equipment, or technology that is necessary to teach this course? Will there be required field trips or projects that involve costs to the students? Make sure to include specifics about the expenses. There are no required field trips. Other expenses will be covered within grant monies or with lab materials already within the department.</p>
Rationale for the course	<p>What need does this course meet? What gap in course offerings does this course fill? The rationale should explain why this course is important enough that it should be considered as an addition to our current offerings. This course is necessary to complete the plant and soil science pathway. Those students that are in the 2023 graduation requirements and want to fulfil the ASP pathway must have this course to be a completer. This course helps close the gap between agriculture and environmental sciences where underclassmen of animal science and environmental science have a class to earn dual credit and prepare them for AP Environmental Science and AP Biology success.</p>
How does this course fit into your department's and your school's total program?	<p>This is the big picture. Who are the students who will take this course, and how will it meet their needs? Does it fit in a sequence of classes or stand alone? This course is a natural fit for all those students which have a desire to further their education in plant science, natural resources, research, soil science, sustainability, environmental sciences, biotechnology, engineering, and environmental law. This focuses on not only agriculture concentration students but also environmental science students. This course is part of a sequence of classes is the final piece prior to a capstone project. This can also be applied to AP students in their sophomore or junior year to advance and be successful in AP environmental science, AP Biology and AP chemistry. This course is vital to the pathway and concentrations of students in life sciences.</p>

Elkhart Community Schools
New Course Proposal for ~~2023-2023~~ 2022-2023

Anticipated number of students	We would anticipate 1-2 sections the first year as there are three sections of Plant and Soil science 2022-23 Year.
What courses might this replace in their schedules?	The class you are proposing will, in all likelihood, replace another course(s). We do occasionally get to add more staff, but it is far more likely that the proposed course will replace a class or sections of a class that we currently offer. It is possible that it would be offered every other year opposing the agribusiness course. This would depend on enrollment.
Name of person on staff licensed to teach this course	In order to offer a course, we need to have a licensed highly-qualified teacher. Brenda Mueller and Ashley Robertson

Teacher Signature  Date: 10/6/21

Department Chair  Date: 10/6/21

~~Director of Counseling~~
 Guidance Chair  Date: 11/17/21

Principal or Assistant Principal  Date: 12 Oct 2021
 David M. Bird



Checklist and Timeline: These dates are the "ideal" and

ARTICLE 9
ILLNESS ABSENCE

I. Personal Illness Leave/Family Illness Leave Incentive Plan

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

1. If an employee does not use any of his or her personal illness days or family illness days and has no unpaid unexcused days during the year, he or she will be given a payment of \$550 on the following January via separate check. **Effective beginning calendar year 2022, for each consecutive year an employee does not use any of his or her personal illness days or family illness days, the payment shall increase by \$50 up to a maximum payment of \$750 dollars. Should an employee fail to maintain perfect attendance, the employee may be eligible for an incentive at the lower levels under this program. Once an employee again attains perfect attendance the employee would be eligible for a payment of \$550 and then again be eligible for increasing payments for consecutive years of perfect attendance.**

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, **in order to attend to matters related to the death of the family member.** 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.
- B. MCCL
- C. MCCL
- D. MCCL
- E. MCCL

ARTICLE 16
VACATIONS AND VACATION PAY

- A. MCCL
- B. Full time employees who have been employed for the full year beginning January 1 and ending December 31, are entitled to ten (10) working days of vacation with pay during the next calendar year. Full time employees, who have been employed for five (5) consecutive years prior to December 31, are entitled to fifteen (15) working days of vacation with pay during the next calendar year. Full time employees employed for fifteen (15) consecutive years prior to December 31, are entitled to twenty (20) working days of vacation with pay during the next calendar year. Full-time employees employed for twenty (20) or more consecutive years prior to December 31 are entitled to twenty-five working days of vacation with pay during the next calendar year. Should an employee be unable to use all of his/her vacation days during the calendar year when said days are awarded, he/she shall have ~~one hundred and twenty~~ **eighty (80)** days during the **through and including June 30th of the** ensuing year to use any unused days.

ARTICLE 17
HOLIDAY PAY

Maintain current holiday schedule.

1. MCCL
2. MCCL
3. MCCL
4. MCCL
5. An employee who is required to work on ~~Thanksgiving Day, Christmas Day, New Year's Day, or July 4th~~ **a paid holiday** shall be paid two (2) times his or her regular hourly rate of pay for each hour worked on said holidays. This pay is in addition to holiday pay.

ARTICLE 22
UNIFORMS AND APPEARANCE

- A. MCCL
- B. MCCL
- C. MCCL
- D. The uniforms will be worn properly by all employees while performing their assigned duties, and will not be worn at other employment. T-shirts are only to be worn on non-school days and are not to be worn during scheduled school events. Shorts **available through the authorized ECS uniform vendor** can only be worn during the ~~summer months~~ **period beginning May 1 through and including September 30** and only in

~~buildings where students are not attending school.~~ Employer identification will be worn on the shirt at the location prescribed by the employer.

E. MCCL

ARTICLE 33
EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

A. MCCL

B. MCCL

C. This Agreement is made and entered into at Elkhart, Indiana, on ~~January 22, 2019~~
December 14, 2021, by and between the Board of School Trustees of the Elkhart
Community Schools, County of Elkhart, State of Indiana, and the American Federation of
State, County, and Municipal Employees, AFL CIO, Council 962 and Local #2925.

D. This Agreement shall be effective on January 1, ~~2019~~**2022**, and shall continue in effect
through December 31, ~~2021~~**2024**. This Agreement may be extended in writing by mutual
agreement of the parties and it is expressly understood that otherwise it shall expire on the
date indicated.

E. MCCL

F. MCCL

New Section
Maternity Leave

ECS shall grant **employees** three (3) weeks of paid maternity leave for a vaginal birth and four (4)
weeks of paid maternity leave for a cesarean birth, **provided the employee has completed**
probation. This leave time shall be in addition to available illness absence days provided **to the**
employee under the contract, it shall not however add to the duration of a traditional absence
related to child birth as determined by the treating physician.

New Article
Dependent Textbook Fee Stipend

ECS will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for
textbook fees paid by the employee to ECS for instructional materials. Evidence of payment shall
be submitted to the Business Office by May 1, and the reimbursement will occur on or before June
15.

APPENDIX A
CUSTODIAL WAGES

January 1, 202122 – December 31, 202122

	Job Classification	Probationary Hourly Rate (0-63 days in the bargaining unit)	Intermediate <u>Probationary</u> Hourly Rate (64 <u>0-55</u> days – 1 yr in the bargaining unit)	Advanced <u>Regular</u> Hourly Rate (over 1 year <u>56</u> days in the bargaining unit)
C-1	Custodian - Light Duty	13.70	14.55 <u>15.55</u>	16.41 <u>17.41</u>
C-2	Custodian - Heavy Duty Grounds Keeper	14.12	14.97 <u>15.97</u>	16.87 <u>17.87</u>
C-3	Swing Person (two buildings) Night Supervisor-MS, EACC Custodial Pool	14.46	15.34 <u>16.34</u>	17.25 <u>18.25</u>
C-4	Head Grounds HS <u>Custodial</u> <u>Pool</u> <u>Mail Truck Driver*</u>	14.86	15.71 <u>16.71</u>	17.65 <u>18.65</u>
C-5	Elementary Head Custodian Mail Truck Driver <u>Head</u> <u>Grounds-HS/FD</u>	15.53	16.42 <u>17.42</u>	18.31 <u>19.31</u>
C-6	Head Custodial Pool	16.29	17.16 <u>18.16</u>	19.04 <u>20.04</u>
C-7	E.A.C.C. Head Custodian Asst. H.S. Head Custodian M. S. Head Custodian	16.75	17.55 <u>18.55</u>	19.43 <u>20.43</u>
C-8	Maintenance Engineer	16.93	17.71 <u>18.71</u>	19.63 <u>20.63</u>
C-9	High School Head Custodian	17.56	18.57 <u>19.57</u>	20.29 <u>21.29</u>

* The person employed in this position as of September 1, 2021 shall remain as a C-5.

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 ¢'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~~ **Regular** Column and transfers to a C-5 position, the custodian will be moved to the C-5 ~~Advanced~~ **Regular** 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

The above is not compounding.

APPENDIX B

~~2021~~ **2022** Employer
Share Health & Dental
Insurance Premiums

Single	\$5,925.00 <u>6,065.00</u>
Employee and Spouse	\$11,000.00 <u>11,255.00</u>
Employee and Child(ren)	\$7,400.00 <u>7,570.00</u>
Family	\$15,400.00 <u>15,755.00</u>
Family Both Employed Full Time	\$15,750.00 <u>16,105.00</u>

APPENDIX C

GRIEVANCE REPORT FORM

STEP I - Supervisor Manager of Building Services

Building	Assignment	Name of Grievant	Date Filed
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Rest of the form MCCL

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED FOOD SERVICE EMPLOYEES' COMPENSATION PLAN
 Code po3422.01S
 Status
 Adopted December 13, 2016
 Last Revised April 13, 2021
 Last Reviewed December 14, 2021
 Prior Revised Dates 01/26/2021

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, ~~2022~~2021.

WAGE SCHEDULE								
STEP	I		II		II.5	III	IV	V
	A	B	A	B	B	B	B	B
Probationary	98 .75	98 .56	109 .09	98 .90	11 10 .03	15 14 .36	16 15 .15	16 15 .68
55 days - 1 year	109 .53	109 .34	109 .91	109 .70	11 10 .80	16 15 .25	17 16 .00	17 16 .53
1 year - 2 years	11 10 .39	11 10 .14	11 10 .74	11 10 .50	12 11 .61	16 15 .68	17 16 .84	18 17 .38
2 years - 3 years	12 11 .35	12 11 .06	12 11 .72	12 11 .42	13 12 .52	17 16 .86	18 17 .77	19 18 .36
Over 3 years	12 11 .91	12 11 .61	13 12 .28	12 11 .95	15 14 .14	18 17 .62	19 18 .57	20 19 .09

- 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

- 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.~~

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

- 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.

Cafeteria Paraprofessionals

~~Cafeteria Lunch~~ Paraprofessionals, who were hired as a ~~cafeteria 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)	11 10.54	10 9.99
2	55 days or more, but less than 1 year	11 10.66	11 10.36
3	1 year or more, but less than 2 years	12 11.17	11 10.89
4	2 years or more, but less than 3 years	12 11.73	12 11.40
5	3 years or more, but less than 4 years	13 12.26	12 11.90
6	4 years or more, but less than 5 years	13 12.70	13 12.33
7	5 years or more, but less than 6 years	14 13.26	13 12.85
8	6 years or more, but less than 7 years	14 13.74	14 13.34
9	7 years or more	15 14.30	14 13.87

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.)

CafeteriaLunch Paraprofessional Career Increment Schedule

Years regularly employed by Elkhart Community Schools	Amount of Hourly Career Increments
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 seventeen (17)	.40
seventeen (17) or more, but less than twenty (20)	.50
twenty (20) or more	.60

- 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.

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 may select one of the following benefits based on the employee's daily rate at the time of retirement:
 - One (1) day's pay for each full year employed by the Elkhart Community Schools or
 - 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 (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.

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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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 anyone 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 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.

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. "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 in order to attend to matters related

to the death of the family member. 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.

"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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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 anyone (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 (1) 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 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.

School year Food Service employees who work less than four (4) hours per day and less than twenty (20) hours per week, after satisfactorily completing one (1) year of employment, as of January 1st of any year, the employee shall be entitled to personal leave and the retirement benefit based on accumulated days of unused personal leave.

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 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 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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the

employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

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 (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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

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 holiday.

Vacations

- A. A twelve (12) 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 five (5) 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 (12) 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 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 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.

Revised 1/1/17

Revised 11/14/17

Revised 12/12/17

Revised 12/18/18

Revised 12/10/19

Revised 1/26/20

Revised 11/24/20

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED MECHANICS' COMPENSATION PLAN
 Code po3422.02S
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3422.02S - MECHANICS' COMPENSATION PLAN

Wage Schedule

The Board of School Trustees hereby adopts the following schedule for mechanics effective January 1, ~~2022~~2021. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

Classification	Wage Range (per hour)
Head Mechanic	3126.79 - 3429.93
Assistant Head Mechanic	2924.43 - 3126.79
* Mechanic	2217.87 - 2924.46

* 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.

The Corporation will provide mechanics with a work shoe allowance of \$100 each calendar year.

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 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:

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

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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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 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 [in order to attend to matters related to the death of the family member](#). 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.

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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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 anyone (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 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 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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

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 five (5) 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

Revised 8/13/19

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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 January 1, ~~2022~~2021. 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	20 19.93
Base	55 days, but not more than two (2) years	21 20.67
Advanced	Over two (2) years, but not more than five (5) years	22 21.74
Experienced	Over five (5) years, but not more than 10 years	23 22.67
	Over ten (10) years, but not more than 15 years	23 22.93
	Over fifteen (15) years	24 23.20

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 \$14.~~50~~⁵⁰/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 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 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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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 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.

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. "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. Effective beginning calendar year 2022, for each consecutive year an employee does not use any of his or her personal illness days or family illness days, the payment shall increase by \$50 up to a maximum payment of \$750 dollars. Should an employee fail to maintain perfect attendance, the employee may be eligible for an incentive at the lower levels under this program. Once an employee again attains perfect attendance, the employee would be eligible for a payment of \$600 and then again be eligible for increasing payments for consecutive years of perfect attendance.
- 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 (½) 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 in order to attend to matters related to the death of the family member. 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.

"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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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) days of personal leave on January 1. Any driver completing probation after January 1, said benefits will be prorated accordingly.

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 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 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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

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

Revised 7/23/19
Revised 12/10/19

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED BUS HELPERS' WAGE SCHEDULE
 Code po3422.04S
 Status
 Adopted December 13, 2016
 Last Revised November 24, 2020
 Last Reviewed December 14, 2021

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, ~~2022~~2021.

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

Step	Elkhart Community Schools Experience as a Bus Helper	Hourly Rate
1	0 days or more, but less than 55 days (probationary rate)	11 10.56
2	55 days, but not more than one (1) year	12 11.26
3	one (1) year or more, but less than two (2) years	12 11.94
4	two (2) years or more, but less than three (3) years	13 12.64
5	three (3) or more	14 13.38

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

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

Bidding on Routes

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 helpers 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. Helpers will only be allowed to change routes twice during a school year.

Summer School and Mid-day

Notice for bidding summer school and mid-day routes for helpers are to be posted on or about May 1st, or the next working day, and it to stay up for five (5) working days. Eligibility for routes will be based on seniority. The amount of time and duration shall be the helpers choice based on seniority. Helpers 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 summer school or mid-day route opens up, the helper with the highest seniority who does not have a route shall be asked if they desire the route.

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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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 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. "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.

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 in order to attend to matters related to the death of the family member. 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.

"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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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

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 (½) day will receive \$500, one and one-half (1-1/2) days - \$300, or two and one-half (2-1/2) days - \$100.

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 (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 Bus Helper does not elect to roll two (2) personal business days into the following year, all 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 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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

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.

Revised 1/1/17

Revised 12/12/17

Revised 12/18/18

Revised 12/10/19

Book Policy Manual

Section 3000 Personnel

Title PROPOSED REVISED SUPPORT STAFF SALARY SCHEDULE (Maintenance Personnel)

Code po3422.05S

Status

Adopted December 13, 2016

Last Revised November 24, 2020

Last Reviewed December 14, 2021

Prior Revised Dates 12/10/2019

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 July 1, ~~2022~~²⁰²¹. 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	30 ³⁰ 29.30 – 36 ³⁶ 35.74
M-2	Electrician	30 ³⁰ 29.30 – 36 ³⁶ 35.74
M-3	HVAC	30 ³⁰ 29.30 – 36 ³⁶ 35.74

Range movement will be at the discretion of the 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.

The Corporation will provide maintenance employees with a work shoe allowance of \$100 each calendar year.

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
 Revised 12/18/18
 Revised 12/10/19

Revised 6/23/20

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ARTICLE 1
RECOGNITION

- A. The following represents the agreement with all members of the maintenance classification employed by the Elkhart Community Schools. This agreement will be in effect from January 1, ~~2021~~2022 through December 31, ~~2021~~2022.
- B. The following classifications are included in the maintenance unit:
- Plumber
 - Electrician
 - HVAC

ARTICLE 2
DEFINITIONS

As used in this Agreement:

1. "Full-time employee" means a person in the employment of the employer and in the maintenance unit as defined in Article 1 of this Agreement, and who is employed on a regular and definite basis for the calendar year.
2. "Calendar year" means a year beginning on January 1 and extending through the next succeeding December 31.
3. "Working day" - Monday through Friday shall be considered working days. The time in a working day shall begin at midnight and end at midnight.
4. "Calendar day" - every day shall be considered to be a calendar day.
5. "Consecutive" - are days or years which follow one right after another.
6. "Board" means the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana.
7. "Employer" means the governing body of the Elkhart Community Schools and any person or persons authorized by the Board or Superintendent to act on behalf of the governing body in supervising its employees.
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.
9. "Life partner" – an individual whose close association with the employee is the equivalent of a family relationship.

ARTICLE 3
SCHOOL OPERATIONS

- A. The employer reserves all rights as enumerated in the General School Powers Acts of 1965, and the Indiana Local Control Act, along with all amendments, unless they conflict with State and Federal law.
- B. Specifically, the employer shall have the authority to manage and direct in behalf of the public the operations and activities of this school corporation to the full extent authorized by law. Such authority shall include but not be limited to the right of the employer to:
 - 1. direct the work of its employees;
 - 2. establish policy;
 - 3. hire, promote, evaluate, demote, transfer, assign and retain employees;
 - 4. suspend or discharge its employees in accordance with applicable law;
 - 5. maintain the efficiency of school operations;
 - 6. relieve its employees from duties because of lack of work or other legitimate reason;
 - 7. take whatever actions are necessary to carry out the mission of the public schools as provided by law.
- C. The employer will not delegate its rights, its authority granted under the statutes of the State of Indiana, or its responsibilities to any employee group.
- D. The employer and the maintenance employees recognize that the provisions of this Agreement constitute limitations and are the only limitations upon the employer's right to manage the school system.
- E. The determination and administration of school and corporate policy, the operation and management of the schools, and the direction of employees, not inconsistent with the provisions of the Agreement, are vested exclusively with the employer.

ARTICLE 4
PROBATION PERIOD

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

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

ARTICLE 5
WORK WEEK, OVERTIME, AND BREAKS

- A. Working hours of all classified employees are established by the administrator who is the general supervisor and the employee's immediate superior.
- B. Any employee who has a change in the number of hours worked per day, other than a temporary change, shall have his or her benefits for the current year changed accordingly. The increase or decrease shall be based upon the new number of hours worked per day.
- C. Overtime work is defined as time worked in excess of forty (40) hours per week.
- D. For all classified employees, pay for overtime work will be at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.
- E. Determination of an employee's regular rate will be made according to the U.S. Department of Labor guidelines.
- F. 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.
- G. An employee who is required to report to work on a Sunday, or on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid two (2) times his or her regular hourly rate of pay for each hour worked on such day(s). This pay is in addition to holiday pay.

ARTICLE 6
TRANSFER

- A. Transfers between positions may be made either voluntarily or involuntarily.
- B. The Board agrees to post job vacancies which the Board decides to fill. Any employee may bid in writing to the Director of Human Resources on any job posted. Such posting will be for a minimum of five (5) workdays. If the Board determines it helpful or necessary to fill such job temporarily before the expiration of the posting period, it may do so. A newly created position shall be considered to follow the same posting rules as a vacancy.
- C. In considering job bids, the Board agrees to consider seniority and ability as two of the basic factors in making a decision. Ability shall include such considerations as work performance record, training, and dependability.
- D. In the event an employee is temporarily transferred to a higher paying job classification for a period of six (6) consecutive working days or more, the employee shall be paid the hourly wage rate of the new job classification. Such payment shall be made as follows:
 - first five (5) consecutive working days worked in a new job classification-- hourly wage rate of immediately previous job classification.
 - sixth (6th) through tenth (10th) consecutive working days worked in new job classification-- hourly wage rate of new job classification, to be paid in a pay period following the accumulation of ten (10) consecutive working days in the new job classification.

- more than ten (10) consecutive working days worked in new job classification -- hourly wage rate of new job classification for each day worked over ten (10) consecutive working days. At no time will this mean a reduction in a person's hourly rate of pay when filling a temporary assignment.

ARTICLE 7 **EVALUATION**

Each maintenance employee shall be evaluated on an annual basis prior to July 1. A conference will be held by the Director of Building Services with the employee to discuss the evaluation.

ARTICLE 8 **ILLNESS ABSENCE**

- A. As used in this Article, physical disability means an employee's complete inability to perform any and every duty pertaining to his or her employment.
- B. Full-time classified personnel will be allowed the number of hours equal to one work day per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of personal illness/family illness absence annually.
- C. A full-time employee may accumulate unused personal illness absence days to a total of two hundred twenty (220) days as personal illness days.
- D. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer. The employee shall have the burden of proving that such absence was due to personal illness or physical disability. The employer may require a physician's approval to return to work following an illness or disability.
- E. When an emergency medical condition of an employee's spouse, parent, or child necessitates personal care by the employee for an extended period of time, the employee may use up to ten (10) days of personal illness to provide such care.
- F. Personal illness leave benefits shall not be allowed for any intentionally self-inflicted disability.
- G. 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 or an employee may choose to use full days of available illness absence, personal business, and/or vacation benefits to receive full pay. The employee's share of the health, life, and long term disability insurance premiums must be paid in advance to the business office or insurance will be terminated.
- H. All matters involving illness absence shall be in compliance with the terms of The Family and Medical Leave Act of 1993, as amended.

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 Maintenance Employees. For the purpose of the incentive program, the year will be from December 1st to November 30th.

- A. Effective beginning calendar year 1022, If a Maintenance Employee does not use any of his or her Personal Illness days or Family Illness days and had no unpaid unexcused days during the year, he or she will be given a payment of \$~~525~~ 550 on the following January via separate check. For each consecutive year, after such date, an employee does not use any of his or her personal illness days or family illness days, the payment shall increase by \$50 up to a maximum payment of \$750. Should an employee fail to maintain perfect attendance, the employee may be eligible for an incentive at the lower levels under this program. Once an employee again attains perfect attendance the employee would be eligible for a payment of \$550 and then again be eligible for increasing payments for consecutive years of perfect attendance.
- B. If a Maintenance Employee uses only one of his or her Personal Illness/Family Illness days during the year, he or she will be given a payment of \$325 on the following January.
- C. If a Maintenance Employee uses two of his or her Personal Illness/Family Illness days during the year, he or she will be given a payment of \$125 on the following January.
- D. In order to be eligible for the incentive pay set out in a., b., and c. above, the Maintenance Employee must have been employed as of December 1st. If a Maintenance Employee is hired after December 1st, the incentive payment will be pro-rated on a percentage of the workdays after the Maintenance Employee was employed.
- E. For the purpose of the incentive program, a personal illness or family illness day will be when a Maintenance Employee is absent for three (3) or more hours. Absence of less than three (3) hours will be considered a half-day. Maintenance employees absent ½ day will receive \$425; 1-1/2 days, \$225; or 2-1/2 days, \$75.

ARTICLE 9 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 shall occur, the employee may be absent from work with pay for five (5) business days for each death in order to attend to matters related to the death of the family member. 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. When requested, additional excused day(s) may be granted by the Superintendent with or without pay.
- 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.
- C. Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.
- D. Up to one (1) day shall be granted with pay to attend the funeral of an employee's relative who is not a member of the employee's immediate family and not living in the same household.

ARTICLE 10
PERSONAL LEAVE

- A. Every regular classified employee is entitled to personal leave equivalent to the number of hours for three (3) regular working days, with pay each year. 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.
- B. If an employee retains all three (3) personal business days at the end of the school 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.
- C. If an employee elects not to roll two (2) personal business days into the following year, all unused personal leave will accumulate for retirement (death or disability) benefits pursuant to and as provided by Article 19 of this Agreement.
- D. *Except for emergencies, personal business hours shall not be used for the sole purpose of extending the school vacation periods of 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 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.*

ARTICLE 11
PARENTAL LEAVE

- A. An employee shall notify her supervisor that she is pregnant and may continue working so long as she is able to complete all assigned responsibilities. A leave may be requested to begin at any time and may not extend more than one year beyond the birth of the child.

- B. A leave, without pay, may be granted to any expectant parent upon written request of the employee to the Director of Human Resources. The leave may be requested to begin any time within thirty (30) days after the date that the child is expected in the home. Leaves may be requested for a period not to exceed one year, and are non-renewable.
- C. The employer will upon expiration of the leave, for the duration and the remainder of the then present calendar year, make reasonable efforts to place the employee in a mutually acceptable assignment. The employee shall offer to return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment.
- D. Provided the insurance policy so permits, the staff member may continue in any group insurance program for which she or he is eligible, at her or his own expense, by paying the full cost of premiums in advance, through payroll deduction or such other method or manner as prescribed by the employer.
- E. All matters involving illness absence shall be in compliance with the terms of The Family and Medical Leave Act of 1993, as amended.

ARTICLE 12
ADOPTIVE LEAVE

An employee who legally adopts a child whose age is less than eighteen (18) 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.

ARTICLE 13
HEALTH LEAVE

- A. An employee may, at the discretion of the Board, be granted a health leave, without pay, provided that the employee has been employed with the Elkhart Community Schools for a one-year period immediately prior to the employee's request for health leave. Positions which become temporarily vacant due to a leave, may be filled on either a temporary or permanent basis during the leave.
- B. Requests for health leave without pay by an employee must be submitted in writing and be accompanied by a physician's statement certifying that the physical or mental health of the employee prevents the employee from successfully performing and completing his or her assigned duties and responsibilities.
- C. Health leaves without pay may be granted for a period of one year or less. The Board, in its discretion, may assign an employee, with or without a request from such employee, a health leave; if in its judgment, the physical or mental health of the employee is interfering with the successful performance of his or her responsibilities.
- D. An employee shall be afforded the opportunity to continue participation in the hospital, major medical, and life insurance programs, in which the employee was enrolled as a regular employee, provided that the rules and regulations of the Master Insurance Policy permit such. Such participation shall be at the employee's own expense. The employee shall make any premium

payments to the employer, at a date or dates specified by the employer, prior to the date the payments become due, in a method and manner as prescribed by the employer.

ARTICLE 14 **MILITARY LEAVE**

Any employee who, as a reserve member of the Armed Forces of the United States, is called upon to receive temporary military training, shall be entitled to a temporary leave of absence from the employer, not to exceed fifteen (15) working days in any one (1) calendar year; provided, that such person is required to provide the employer with evidence of the dates of his or her departure, and shall be required to furnish the employer upon his or her return, evidence of satisfactory completion of such training. 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. Any employee who involuntarily becomes an active member of the Armed Forces shall be entitled to a job offer following his or her honorable discharge from involuntary military service. The employee shall agree to return to the first position which becomes available for which she or he is qualified, as determined by the employer, or waive any right to re-employment. Upon his or her return, such employee shall be restored to his or her previous or similar position, with the same status as he or she held before leaving for his or her training period.

ARTICLE 15 **MATERNITY LEAVE**

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

ARTICLE 1516 **VACATION PAY**

- A. A full-time employee who has, as of December 31 of each year, 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. Full-time employees who have been employed for the full year beginning January 1 and ending December 31, are entitled to ten (10) working days vacation with pay during the next calendar year. Full-time employees, who have been employed for five (5) consecutive years prior to December 31, are entitled to fifteen (15) working days vacation with pay during the next calendar year. Full-time employees employed for fifteen (15) or more consecutive years prior to December 31 are entitled to twenty (20) working days vacation with pay during the next calendar year. Full-time employees employed for twenty (20) or more consecutive years prior to December 31 are entitled to twenty-five (25) working days vacation with pay during the next calendar year. Should an employee be unable to use all of his/her vacation days during the calendar year when said days are awarded, he/she shall have one-hundred and twenty (120) days during the ensuing year to use any unused days.
- C. Years will be considered "consecutive" when the employee was continuously employed by the Elkhart Community Schools for such period, without any interruption of service for other employment.

- D. If a person takes an unpaid leave, after sixty (60) days have elapsed, the additional time during the leave shall not be counted toward earned vacation days for the next year. Vacation days will be earned at the rate of one (1), one and one-half (1-1/2), or two (2) days per month depending upon consecutive years of employment for the employee. The number of months worked during any year in which an unpaid leave was taken will be the basis for determining vacation days earned.

ARTICLE 1617
HOLIDAY PAY

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

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

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

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

ARTICLE 1718
JURY AND WITNESS DUTY PAY

Maintenance personnel will be granted absence for jury duty. 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.

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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

ARTICLE 1819
INSURANCE

In addition to the basic salary schedule, the Elkhart Community Schools contributes toward a policy for each regular classified employee, working 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.

ARTICLE 1920
SEVERANCE BENEFITS

A full-time maintenance employee who has completed a minimum of six (6) months continuous active service with the Elkhart Community Schools is eligible for severance benefits upon resignation from the Elkhart Community Schools with at least ten (10) working days notice. When such notice is given, an employee 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. Payment for unused personal leave and vacation shall be made at the rate of pay in effect at termination. This payment shall be accomplished by establishing the effective date of resignation to include the above days.

ARTICLE 2021
RETIREMENT (DEATH OR DISABILITY) BENEFITS
The benefits in this article are in addition to those in Article 18

- A. A full-time employee who has completed a minimum of six (6) months continuous active service with the Elkhart Community Schools is eligible for benefits. A maximum of forty (40) accumulated days of unused personal leave and vacation will be paid to an employee who retires, dies, or becomes permanently disabled, while employed by the Elkhart Community Schools. Only the six months service requirement must be met to be eligible for the disability or death benefit. In the event of death, benefits will be paid to the decedent's estate. To receive the

retirement benefit, the employee must have completed ten (10) or more consecutive years of employment with the Elkhart Community Schools, and be sixty (60) years of age or over at the time of retirement. The term "permanently disabled" means complete inability to continue or work in any job within the bargaining unit for an indeterminate period. (Both unused and earned vacation will be paid.)

- 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 one hundred percent (100%) of the premiums in advance at the business office.
- C. A maintenance employee who retires at age fifty-five (55) or older with ten (10) or more consecutive years of service, or a maintenance employee who dies with ten (10) or more consecutive years of service is eligible to select one of the following benefits based upon the employee's daily rate at the time of retirement.
 - 1. One day's pay for each full year employed by the Elkhart Community Schools, or
 - 2. Forty-five percent (45%) of the unused sick leave will be paid.

In the case of the death of an eligible employee, this benefit will be paid to the employee's beneficiary.

ARTICLE 2122
UNIFORMS

- A. An employee will receive three (3) shirts and three (3) pants, or three (3) dresses or pantsuits annually. Uniforms will be ordered annually after January 1. Initial issue will be made at the completion of the probationary period, or as soon thereafter as is reasonably possible. Employees may request up to three uniforms annually, but may request and will receive no more than are required for the particular assignment. Any employee, other than a first year employee, may substitute T-shirts for regular shirts, with one extra T-shirt. Any employee, after three years of employment, may substitute one (1) unlined uniform jacket for one (1) shirt and one (1) pant, or, one (1) lined uniform jacket for two (2) shirts and two (2) pants, or one (1) uniform cover-all for three (3) shirts and three (3) pants. In the event a maintenance employee's uniform becomes damaged (including damage resulting from excess wear and tear) the employee should notify the Director of Building Services/Designee and a replacement will be ordered.
- B. The uniforms will be worn properly by all employees while performing their assigned duties, and will not be worn at other employment. T-shirts are only to be worn on non-school days and are not to be worn during scheduled school events. Employer identification will be worn on the shirt or dress at the location prescribed by the employer.
- C. Employees will maintain a neat and clean personal appearance.

ARTICLE 2223
TRANSPORTATION ALLOWANCE

An employee who is directed by the superintendent, or his or her authorized designee, to travel and use the employee's personal vehicle in order to fulfill assigned duties shall be reimbursed at the rate as

established by the Board of School Trustees for required employee travel. This does not apply for travel from the employee's residence to the initial place of assignment and from the last place of assignment back to the employee's residence for either regular or extra duty assignments. The employee must complete a logbook provided by his or her supervisor showing dates, nature of business, points of origin and destination, odometer readings, and submit the appropriate claim form to the Business Office. Such travel must be approved by the employer in advance of such travel.

ARTICLE 24
DEPENDENT TEXTBOOK FEE STIPEND

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

ARTICLE ~~23~~25
PAYROLL DEDUCTIONS

- A. 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.
- B. To cancel any of these previously authorized deductions, the employee shall notify the employer in writing of such desire.
- C. The Board agrees to make available a Section 125 Flexible Benefit Plan. This plan will include insurance premiums only and will be effective January 1, 1991. This plan will be expanded to include other options at some future time.

ARTICLE ~~24~~26
LAYOFF AND RECALL PROCEDURE

- A. In the event of a general layoff involving a number of employees, probationary employees shall be released before regular employees, within the same job classification as listed in Appendix A. In the event regular employees are laid off, the employer agrees to consider seniority, within each job classification as listed in Appendix A, as the primary factor in making its decision as to which regular employees are to be laid off.
- B. In the event such employees are to be recalled, regular employees shall be offered employment before probationary employees within the same job classification, provided that such employees have on file in the Human Resources Office the address to which such offer of re-employment may be sent, and provided further that such recall rights cease after thirty-six (36) months from the date of layoff. In the event regular employees are recalled, the employer agrees to consider seniority within each job classification as listed in Appendix A, as the primary factor in making its decision as to which regular employees are to be recalled.

ARTICLE ~~25~~27
AFFIRMATIVE ACTION

The affirmative action program and other state and federal employment regulations imposed upon the employer by any legislative body or court of law shall take precedence over this Agreement when in conflict.

ARTICLE 2628
WITHHOLDING OF SERVICES

- A. The maintenance unit and any and all employees therein shall not cause, engage in or sanction any strike, slow-down, or other concerted action during the term of this Agreement. Nor shall there be any strike or interruption of work during the term of this Agreement because of any dispute or disagreement between any other persons (or other employees or unions) who are not signed parties to this Agreement.
- B. The maintenance unit and any and all employees agree that for the term of this Agreement it shall not cause, engage in or sanction any unlawful picketing or other unlawful public demonstration.

ARTICLE 2729
COMPLAINTS AND GRIEVANCES

A. DEFINITIONS

- 1. A "Complaint" is an informal oral claim by a classified employee of improper, unfair, arbitrary or discriminatory treatment. "Complaints" shall be processed through the Informal Grievance Procedures as herein set forth.
- 2. A "Grievance" is an allegation by a classified employee that there has been
 - a. A misinterpretation, or arbitrary, or discriminatory application, or a failure to act pursuant to, the written policies of the Board related to the terms and conditions of employment; or
 - b. A misapplication or violation by the Board of state or federal law which affects school employees: or
 - c. A serious violation, as defined in said act, of the Indiana Occupational Safety and Health Act, I.C. 1971, 22-8-1.1-50.

B. INFORMAL GRIEVANCE PROCEDURE

- 1. The Informal Grievance Procedure shall be used for hearing "Complaints".
- 2. The Informal Grievance Procedure shall be used before a classified employee may proceed to the Formal Grievance Procedure.
- 3. Within ten (10) working days of the time a "Complaint" or "Grievance" arises, the classified employee will orally present the "Complaint" or "Grievance" to the administrator who is his or her immediate supervisor.
- 4. Within five (5) working days after presentation of the "Complaint" or "Grievance", the immediate supervisor shall give his or her answer orally to the classified employee.

C. FORMAL GRIEVANCE PROCEDURE - Step One

1. Within five (5) working days of the oral answer, if a "Grievance" is not resolved, the "Grievance" shall be stated in writing, signed by the grievant, and lodged with the administrator who is his or her immediate supervisor on the proper form.
2. The "Statement of Grievance" shall name the grievant involved, shall state the specific facts giving rise to the "Grievance", shall identify by appropriate reference all Board policies and laws alleged to be violated, shall state the contention of the grievant with respect to these provisions, and shall indicate specific relief requested.
3. Within five (5) working days after receiving the "Grievance", the immediate supervisor shall communicate his or her answer in writing to the grievant.

D. FORMAL GRIEVANCE PROCEDURE - Step Two

1. If the "Grievance" is not resolved at Step One, the grievant may, within ten (10) working days of receipt of the immediate supervisor's answer, submit to the District Counsel/Chief of Staff the written "Statement of Grievance" signed by the grievant. A copy shall be given to the immediate supervisor at the same time.
2. The District Counsel/Chief of Staff and/or his or her designated representative shall meet with the grievant and/or his or her representative and shall have ten (10) working days to answer the "Grievance" in writing.

E. FORMAL GRIEVANCE PROCEDURE - Step Three

1. If the "Grievance" is not resolved at Step Two, the grievant may within ten (10) working days of receipt of the District Counsel/Chief of Staff's answer, submit the "Statement of Grievance" to the Superintendent for review by the Superintendent and the Board. If the Superintendent and the Board request that further investigation is necessary, the grievant may appear in person before the Superintendent and Board and state his or her position. The District Counsel/Chief of Staff at such time may be present and represent the administration's position.
2. The Superintendent or the Board will provide the employee with a final written answer to the "Grievance" within thirty (30) working days after receipt of the "Statement of Grievance".

- F. If the grievance arises from an action of authority higher than the immediate supervisor, the employee may present such grievance within ten (10) working days of the time the grievance arises at Step Two of this procedure.

ARTICLE 2830
SEVERABILITY CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees should be found contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the State Department of Public Instruction from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE 2931

EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

- A. This Agreement shall constitute the full and complete understandings and commitments between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will only be re-opened on Appendix A for the second year of this agreement. Negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement.
- B. All conditions of employment in effect in the district prior to and at the time this Agreement is signed are null and void. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning all rights and benefits of employment, whether covered herein or not.
- C. This Agreement is made and entered into at Elkhart, Indiana, by and between the Board of School Trustees of the Elkhart Community Schools and the maintenance employees of the Elkhart Community Schools. This Agreement shall be effective as of January 1, ~~2021~~2022, and will continue through December 31, ~~2021~~2022.
- D. This Agreement was approved by the teams listed below as representatives of the Board of School Trustees and the maintenance employees.

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, ~~2021~~2022. 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	29 30.30 – 35 36.69
M-2	Electrician	29 30.30 - 35 36.69
M-3	HVAC	29 30.30 – 35 36.69

Range movement will be at the discretion of the 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

~~November 24, 2020~~December 14, 2021

SUPPORT STAFF GRIEVANCE REPORT FORM – ADMINISTRATIVE REGULATION GBM

STEP _____

Step I — Immediate Administrative Supervisor
 Step II — District Counsel/Chief of Staff
 Step III — Superintendent and Board

Building	Assignment	Name of Grievant	Date Filed
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STATEMENT OF GRIEVANCE

- A. Employee(s) involved

- B. Specific facts giving rise to grievance

- C. Section or Provisions of Board Policy or laws alleged to have been violated

- D. Specific relief requested

Date	Signature of Grievant
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Date received by employer	Signature of Administrator
---------------------------	----------------------------

c: Immediate Supervisor

July 1993

Book Policy Manual

Section 3000 Personnel

Title PROPOSED REVISED EXECUTIVE ASSISTANTS' SALARY SCHEDULE

Code po3422.07S

Status

Adopted December 20, 2016

Last Revised February 9, 2021

Last Reviewed December 14, 2021

Prior Revised Dates 11/24/2020

3422.07S - EXECUTIVE ASSISTANTS' SALARY SCHEDULE

The Board of School Trustees hereby adopts the following wage schedule for Executive Assistant positions, effective January 1, ~~2022~~2021. 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
.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 \$~~60,805~~57,455

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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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 (2). 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 (100%) 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 [Superintendent 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; however, the total benefits paid shall not exceed the maximum benefits set forth in this policy.
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.

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.

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 employed by Elkhart Community Schools shall be entitled to a contribution equal to one and a half percent (1.5%) of each Executive Assistant's salary. This one and a half percent (1.5%) 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.

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 (5) or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Illness Absence and Leaves

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 accumulate for retirement. 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.

Effective January 1, 2020, 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 accumulate for retirement.

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 in order to attend to matters related to the death of the family member. Said days must be used by the employeeteacher within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively.

“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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without the loss of compensation, to attend the funeral of a friend.

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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

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

Revised 12/18/18

Revised 12/10/19

Revised 1/14/20

Revised 11/24/20

Book Policy Manual

Section 3000 Personnel

Title PROPOSED REVISED TECHNICAL ASSISTANTS' COMPENSATION PLAN

Code po3422.09S

Status

Adopted December 13, 2016

Last Revised November 24, 2020

Last Reviewed December 14, 2021

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, ~~2022~~2021. 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)	15 14.54
2	55 days or more, but less than 1 year	16 15.29
3	1 year or more, but less than 2 years	16 15.96
4	2 years or more, but less than 3 years	17 16.68
5	3 years or more	18 17.63

Years regularly employed by Elkhart Community Schools	Amount of Hourly Career 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)	.40
twenty (20) or more, but less than twenty-five (25)	.50
twenty-five (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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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 (5) 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.
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. "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

Beginning January 1, 2020, the following attendance incentive program will be effective for all technical assistants. For the purpose of this program, the year will run from January 1st through December 31st.

During the month of January, any technical assistant who has perfect attendance throughout the prior year, 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

during the prior year, 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 in order to attend to matters related to the death of the family member. 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.

"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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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

Technical Assistants 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.

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.

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 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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

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 (12) 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 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 five (5) consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.

E. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.

F. For 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.

Revised 1/1/17

Revised 12/12/17

Revised 12/18/18

Revised 12/10/19

Revised 1/14/20

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 Section 3000 Personnel
 Title PROPOSED REVISED REGISTERED NURSES' COMPENSATION PLAN
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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, ~~2022~~2021. 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	37,135 33,785	37,135 33,785	41,896 38,546
2	1 year to 3 years	38,493 34,643	38,493 34,643	43,376 39,526
3	3 years to 5 years	39,459 35,609	39,459 35,609	44,480 40,630
4	5 years to 7 years	40,144 36,294	40,144 36,294	45,263 41,413
5	7 years or more	40,443 36,593	40,443 36,593	45,608 41,758

* Step placement will be determined on verified past experience. 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, 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 \$1,100. 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.

C. A registered nurse who is regularly assigned to serve more than one (1) building will be paid a stipend of \$600.

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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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.

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. "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 in order to attend to matters related to the death of the family member. 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.

"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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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 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 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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

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.

Revised 1/1/17

Revised 12/12/17

Revised 12/18/18

Revised 12/10/19

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED SOCIAL WORKERS' COMPENSATION PLAN
 Code po3422.11S
 Status
 Adopted December 13, 2016
 Last Revised November 24, 2020
 Last Reviewed December 14, 2021

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 ~~2022-2021~~ 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	35,125 31,775	38,136 34,786
2	1 year or more, but less than 3 years	37,126 33,276	40,137 36,287
3	3 years or more, but less than 5 years	38,636 34,786	41,806 37,956
4	5 years or more, but less than 7 years	40,137 36,287	43,320 39,470
5	7 years or more, but less than 9 years	41,806 37,956	44,819 40,969
6	9 years or more, but less than 11 years	43,320 39,470	46,315 42,465
7	11 years or more, but less than 13 years	44,819 40,969	47,824 43,974
8	13 years or more, but less than 15 years	46,315 42,465	48,735 44,885
9	15 years or more	47,824 43,974	50,246 46,396

- A. ~~*Each two (2) years of verified related past experience will be credited as one (1) year of ECS experience.~~ Effective January 1, 2022, Elkhart Community Schools will provide, at the time of hire, one year of Elkhart Community Schools' credit for each year of verified work experience.
- B. Experience with Elkhart Community Schools will be updated annually effective on January 1st.
- C. Commencing with the start of the 2021-2022 School Year, the workday calendar for Social Workers will be aligned with the 184 workday calendar for certified teachers. ~~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. A committee comprised of three (3) administrators, appointed by the Assistant Superintendent of Student Services, shall meet with three (3) social workers to review the current compensation model for social workers paid pursuant to this policy. Members of this committee will develop a recommendation to be submitted to the Superintendent regarding proposed changes to this compensation plan no later than November 1, 2022.

- E. 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.

Stipend

Effective January 1, 2021, any social worker who is assigned to serve as a mentor shall be paid a stipend of \$600 upon completion of their assigned duties as a mentor. Mentors shall be assigned at the sole discretion of the Supervisor of Student Services.

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

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 (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 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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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

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

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.

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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.

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“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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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

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 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 (1) case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

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

Revised 12/18/18

Revised 12/10/19

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN
Code	po3422.12S
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Adopted	December 20, 2016
Last Revised	September 14, 2021
Last Reviewed	December 14, 2021

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, ~~2022~~2021. 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	25 24.29 - 30 29.92
Transportation Trainer/Dispatcher	21 20.28 - 24 23.66
Food Service Truck Driver	17 16.35 - 20 19.37
Food Service Receiving/Supply	17 16.35 - 20 19.37
Supervisor of Building Services	22 21.33 - 27 26.19
Food Service Support Specialist	19 18.48 - 26 25.76
Assistant to the Food Service Director for Secondary Schools	19 18.48 - 26 25.76
Food Service Bids & Commodity Coordinator	18 17.61 - 28 27.35
Executive Chef & Culinary Event Coordinator	18 17.61 - 28 27.35
Assistant to the Food Service Director for Elementary Schools	19 18.48 - 26 25.76
Production Coordinator	21 20.28 - 24 23.66
Transportation Route/Driver Coordinator	21 20.28 - 24 23.66
Transportation Clerk	16 15.59 - 18 17.11
Adult/Community Education Non-Contract Teachers	32.06 *
Building Community Education Coordinator	29 28.23 - 36 35.22
Radio Station Staff Announcer	10 9.72 - 14 13.69
Radio Station Development Assistant	12 11.25 - 18 17.82
School Security Officer	31 30.87
Federally Funded Pupil/Program/Parent Support Person	21 20.25 - 30 29.36
Federally Funded Building Translator/Interpreter	21 20.25 - 30 29.36
Federally Funded Building Translator/Parent Liaison	16 15.94 - 20 19.92
School Parent/Community Liaison	21 20.25 - 30 29.36
District Translator	21 20.25 - 30 29.65
Evening Events Supervisor	16 15.40
Asst. Site Coordinator - 21st Century Community Learning Center	15 14.00
After-School Community Education Organized Activities Leader	15 14.00
After-School Community Education Organized Activities Assistant	10 9.39
Deaf/Hard of Hearing Educational Interpreter	17 16.73 - 31 30.97
Early College Data Specialist	26 25.00 - 29 28.53
EACC Testing Specialist	26 25.00 - 29 28.53
21st Century Community Education Program Manager	29 28.83 - 37 36.98
Campus Security – I	13 12.53 - 21 20.68
Campus Security – II	15 14.57 - 23 22.72
Farm Technician	16 15.30 - 21 20.30

* Hourly rate based on .001 of the certified teacher's base salary set forth in Appendix B of the 2020-2021 Master Contract

POSITION	YEARLY SALARY RANGE
Radio Station Manager	54,867 - 94,250 51,517—90,900

Radio Station Development Director	51,886 - 76,332 48,536 — 72,982
Radio Station Business Account Manager	41,847 - 75,134 38,497 — 71,784
Radio Station Program Director	41,847 - 62,095 38,497 — 58,745
Radio Station Senior Reporter and Assignment Editor	36,731 - 51,809 33,381 — 48,459
Radio Station Operations Manager	30,280 - 46,910 26,930 — 43,560
Radio Station Morning Edition Host	33,792 - 50,753 30,442 — 47,403
Radio Station Promotions Manager	34,635 - 49,460 31,285 — 46,110
Radio Station Membership Manager	43,727 - 57,629 40,377 — 54,279
Radio Station Business/Workforce Development Reporter - IPB News	34,820 - 49,430 31,470 — 46,080
Olweus Bullying Prevention Program Coordinator	49,825 - 62,170 46,475 — 58,820
Adult and Community Education Program Manager	68,875 - 79,663 65,525 — 76,313
Campus Life Coordinator	68,975 - 79,763 65,625 — 76,413
Building Services Manager	70,485 - 90,865 67,135 — 87,515
Energy and Risk Management Specialist	55,200 - 75,580 51,850 — 72,230
Data and Assessment Manager	68,975 - 79,763 65,625 — 76,413
Data Specialist	42,584 - 64,489 39,234 — 61,139
Communication Specialist	42,584 - 64,489 39,234 — 61,139
Staff Accountant	45,010 - 57,238 41,660 — 53,888
School Psychologist Intern	41,000 37,650
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 the employee's regular work hours will be paid for a minimum of two (2) hours.

Performance Awards for Radio Station Employees

The Radio Station Manager may propose performance awards to be paid to radio station employees who achieve performance goals established by the Station Manager and approved by the Chief Financial Officer.

The proposed goals, once approved by the Chief Financial Officer, shall be presented in writing to the radio station employee.

Radio station employees who achieve their performance goals shall be paid their award during the fiscal year when the goal is met.

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 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 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.

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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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 (5) 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. 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 (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 200 days as personal illness.

Regular school-year classified employees will be awarded twelve (12) days of 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.

Attendance Incentive Program

During the month of January, any miscellaneous 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 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.

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 [in order to attend to matters related to the death of the family member](#). 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.

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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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 anyone (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 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, s/he 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 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 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 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 anyone (1) case, shall result in no loss of wages. For cases involving extended absence to witness, the superintendent may grant additional days. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the foregoing prohibition.

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 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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

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 (2) 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 five (5) 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

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Revised 8/14/18
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Revised 2/12/19
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Revised 6/25/19
Revised 8/13/19
Revised 10/7/19
Revised 12/10/19
Revised 2/11/20
Revised 8/25/20
Revised 11/24/20
Revised 1/12/21
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Revised 8/10/21

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 Section 3000 Personnel
 Title PROPOSED REVISED THERAPISTS' COMPENSATION PLAN
 Code po3422.13S
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 Last Reviewed December 14, 2021

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, ~~2022~~2021. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	YEARLY SALARY RANGE
Occupational Therapist	49,681 - 69,337 46,331—65,987
Occupational Therapist Assistant	47,751 - 57,087 44,401—53,737
Physical Therapist Assistant	47,751 - 57,087 44,401—53,737
Board Certified Behavior Analyst (BCBA)	49,681 - 69,337 46,331—65,987

POSITION	HOURLY WAGE
Physical Therapist	\$45 44.72 - \$59 58.47
Speech Language Pathology Assistant (SLPA)	\$28 27.24 - \$35 34.83

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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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.

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. "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 in order to attend to matters related to the death of the family member. 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.

"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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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 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 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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

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

Revised 12/18/18

Revised 12/10/19

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED EMPLOYEES IN TECHNOLOGY SERVICES POSITIONS COMPENSATION PLAN
Code	po3422.14S
Status	
Adopted	December 13, 2016
Last Revised	January 12, 2021
Last Reviewed	December 14, 2021

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, ~~2022~~2021. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	HOURLY WAGE RANGE
Support Technician	17 16.89 - 27 26.23
Service Desk Coordinator	17 16.89 - 27 26.23
Data Systems Analyst	17 16.89 - 27 26.23

POSITION	YEARLY SALARY RANGE
Manager of Infrastructure Services	68,975 - 100,259 65,625—96,909
Senior Technical Support Manager	71,132 - 101,359 67,782—98,009
Manager of Enterprise Application Services	68,075 - 99,359 64,725—96,009
Network Administrator	49,557 - 68,975 46,207—65,625
Telecommunications System Administrator	49,557 - 68,975 46,207—65,625
Deployment Administrator	49,557 - 68,975 46,207—65,625
Infrastructure Services Coordinator	49,557 - 68,975 46,207—65,625
LMS & Student Data Integration Specialist	49,557 - 68,975 46,207—65,625
Application Developer	49,557 - 68,975 46,207—65,625
EAS Support Specialist	48,657 - 68,075 45,307—64,725

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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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. "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 in order to attend to matters related to the death of the family member. 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.

"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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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 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 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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the foregoing prohibition.

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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

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 five (5) 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

Revised 12/18/18

Revised 12/10/19

Revised 11/24/20

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED PERMANENT SUBSTITUTE TEACHERS' COMPENSATION PLAN
Code	po3422.15S
Status	
Adopted	January 1, 2017
Last Revised	November 24, 2020
Last Reviewed	December 14, 2021

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, ~~2022~~2021. 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
\$154,146.00 per day 180 days <u>plus paid holidays</u> \$28,798,26,280.00	\$144,136.00 per day 180 days <u>plus paid holidays</u> \$26,928,24,480.00	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 3413S.

D. Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall

be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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

& 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 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 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 in order to attend to matters related to the death of the family member. 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.

"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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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 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.

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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

Section 9. MATERNITY LEAVE

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence

related to childbirth as determined by the treating physician.

Section 109. 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

Revised 12/18/18

Revised 12/10/19

Book Policy Manual

Section 3000 Personnel

Title PROPOSED REVISED LICENSED PRACTICAL NURSES' COMPENSATION PLAN

Code po3422.16S

Status

Adopted July 28, 2020

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Last Reviewed December 14, 2021

3422.16S - LICENSED PRACTICAL NURSES' COMPENSATION PLAN

Licensed Practical Nurses' Salary Schedule

The Board of School Trustees hereby adopts the following schedule for Licenses Practical Nurses to be effective for January 1, ~~2022~~2021. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools

Step	Experience* as Licensed Practical Nurse	Hourly Rate Licensed Practical Nurse (LPN)
1	0 days or more, but less than 55 days	17 16.41
2	55 days, but not more than 3 years	19 18.03
3	3 years to 5 years	20 19.65
4	5 years to 7 years	22 21.27
5	7 years and more	23 22.89

*Step placement will be determined on verified past experience. Experience with Elkhart Community Schools will be updated annually, effective on January 1.

CAREER INCREMENT SCHEDULE

Years Regularly Employed in Elkhart Community Schools	Increments
5 or more, but less than 10	\$270
10 or more, but less than 15	400
15 or more, but less than 20	670
20 or more	935

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

Licensed Practical 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 Licensed Practical 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 Licensed Practical 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 Licensed Practical Nurses employee booklet.

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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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 (5) 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.

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. "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 [in order to attend to matters related to the death of the family member](#). 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.

"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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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, 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

Licensed Practical 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, s/he 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 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 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 that prohibits the employee from attending to his/her assigned duties.

Jury and Witness Duty Pay

Jury Duty

All Licensed Practical 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 (1) case, shall result in no loss of wages. For cases involving extended absence to witness, the Superintendent may grant additional days. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

Holidays

Licensed Practical 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 Licensed Practical Nurse for the biennial licensing fee paid to the State of Indiana by the nurse.

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED SECRETARIAL/BUSINESS COMPENSATION PLAN
 Code po3422.06S
 Status
 Adopted December 13, 2016
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 Last Reviewed December 14, 2021
 Prior Revised Dates 1/12/2021

3422.06S - **SECRETARIAL/BUSINESS COMPENSATION PLAN**

The Board of School Trustees hereby adopts the following wage schedule for secretaries commencing January 1, ~~2022~~2021. 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	13 12.19	13 12.39	13 12.62	13 12.83	14 13.14	14 13.47	14 13.79	15 14.30	15 14.76	18 17.07
2	55 days – 1 year	13 12.48	13 12.72	14 13.01	14 13.30	14 13.75	15 14.20	15 14.65	16 15.11	16 15.57	18 17.89
3	1 year plus	13 12.83	14 13.15	14 13.47	14 13.79	15 14.25	15 14.72	16 15.06	16 15.52	17 16.04	19 18.37
4	2 years plus	14 13.30	14 13.75	15 14.20	15 14.65	16 15.03	16 15.42	16 15.84	17 16.30	17 16.79	20 19.10
5	3 years plus	14 13.79	15 14.23	15 14.65	16 15.07	16 15.57	17 16.14	17 16.67	18 17.14	18 17.62	20 19.94
6	4 years plus	15 14.65	16 15.03	16 15.42	16 15.84	17 16.34	17 16.90	18 17.45	18 17.93	19 18.40	21 20.71
7	5 years plus	16 15.06	16 15.57	17 16.14	17 16.67	18 17.31	18 17.95	19 18.57	20 19.03	20 19.52	22 21.83

*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 Administrative Assistant to Superintendent/Board of School Trustees Secretary to Assistant Superintendent of Exceptional Learners	Certified Payroll Classified Payroll Insurance
IV Secretarial	Business
Director of Career & Technical Ed. Administrative Assistant to Executive Principal** Secretary/Human Resources Data Specialist – Instructional Leadership Treasurer (High School)** Freshman Academy Principal**	Building Services Office Manager Payroll Assistant Accounts Payable EACC – WVPE Office Manager Director of Transportation CFO/COO Secretary

III Secretarial	Business
EACC Principal EACC Central Office Elementary Principal High School Athletics High School Vice/Assistant Principal High School Registrar Middle School Principals Elkhart Academy Student Services Secretary District Registrar Exceptional Learners Secretary Receptionist Media Services Center Coordinator *Federal Programs Instructional Leadership High School Counseling** School of Study** High School Student Office**	Business Office/Purchasing Director of Food Service Food Service Secretary Safety & Security Mail/Copy Center PACE Program EACC - Office**
II Secretarial	Business
Adult & Community Ed. Office Assistants High School Receptionist High School Media Center Middle School Assistant	Food Services Assistant

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

** Effective June 14, 2021

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 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.

Substitute Coverage for a Nurse

Effective January 1, 2022, when a nurse has been absent from a building for an extended period of time (i.e. more than five (5) consecutive school days) and substitute coverage has not been provided for the nurse assigned to said building, the secretary designated by the principal to provide coverage for the nurse may claim up to one (1) hour of overtime each day for the purpose of completing duties the secretary was unable to complete during the normal workday as a result of providing coverage for the nurse.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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 (60), 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.

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 (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 (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 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.

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 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 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 twelve (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

For the purpose of this attendance incentive program, the year will run from January 1st through December 31st.

During the month of January, any secretary who has perfect attendance throughout the prior year, 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 throughout the prior year, 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 in order to attend to matters related to the death of the family member. 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.

"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.

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 (2) 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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the foregoing prohibition.

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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

Holidays and Vacations

Definitions

- A. As used in this policy, the term "full-time employee" means an employee who is employed on a twelve (12) 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 (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 - 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 five (5) 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.

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. Should a full-time employee be unable to use accumulated vacation days during this period, any unused days shall be transferred to accumulated personal illness days.
- J. A school-year employee will not be entitled to paid vacation days.

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Revised 2/17/18
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Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED PARAPROFESSIONALS' COMPENSATION PLAN
 Code po3422.08S
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3422.08S - **PARAPROFESSIONALS' COMPENSATION PLAN**

The Board of School Trustees hereby adopts the following wage schedule for paraprofessionals to be effective January 1, ~~2022~~2021.

Instructional Paraprofessionals' Wage Schedule

Wage Schedule A - No B.A. or B.S. Degree in Education

Step	ECS Experience as Paraprofessional	Hourly Rate
1	0 days or more, but less than fifty-five (55) days (Probationary Rate)	10 9.99
2	55 days or more, but less than 1 year	11 10.36
3	1 year or more, but less than 2 years	11 10.89
4	2 years or more, but less than 3 years	12 11.40
5	3 years or more, but less than 4 years	12 11.90
6	4 years or more, but less than 5 years	13 12.33
7	5 years or more, but less than 6 years	13 12.85
8	6 years or more, but less than 7 years	14 13.34
9	7 years or more	14 13.87

Wage Schedule B - B.A. or B.S. Degree in Education

Step	ECS Experience* as Paraprofessional	Hourly Rate
	*subject to Sections A-5 and B-2	
1	0 days or more, but less than 55 days (Probationary Rate)	12 11.01
2	55 days or more, but less than 1 year	12 11.40
3	1 year or more, but less than 2 years	12 11.90
4	2 years or more, but less than 3 years	13 12.33
5	3 years or more, but less than 4 years	13 12.85
6	4 years or more, but less than 5 years	14 13.34
7	5 years or more, but less than 6 years	14 13.87

Wage Schedule C - Exceptional Learners (effective 2021-2022 school year)

Step	ECS Experience as Paraprofessional	Mild	ED	Intense	Intense PACE	Job Coach	Young Adult Program (YAP)	Para - Alternative Program (Elkhart Academy, Bristol, & Middle Schools)	Registered Behavior Technician (RBT)	PARA (BLV)
	B.S. or B.A. hourly differential	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
1	0 days or more, but less than 55 days (Probationary Rate)	12 11.01	15 14.00	15 14.00	15 14.00	15 14.00	15 14.00	15 14.54	17 16.00	17 16.00
2	55 days or more, but less than 1 year	12 11.40	15 14.45	15 14.45	15 14.45	15 14.45	15 14.45	16 15.29	17 16.45	17 16.45
3	1 year or more, but less than 2 years	12 11.90	15 14.90	15 14.90	15 14.90	15 14.90	15 14.90	16 15.96	17 16.90	17 16.90
4	2 years or more, but less than 3 years	13 12.33	16 15.35	16 15.35	16 15.35	16 15.35	16 15.35	17 16.68	18 17.35	18 17.35
5	3 years or more, but less than 4 years	13 12.85	16 15.80	16 15.80	16 15.80	16 15.80	16 15.80	18 17.63	18 17.80	18 17.80
6	4 years or more, but less than 5 years	14 13.34	17 16.25	17 16.25	17 16.25	17 16.25	17 16.25	NA	19 18.25	19 18.25
7	5 years or more, but less than 6 years	14 13.87	17 16.75	17 16.75	17 16.75	17 16.75	17 16.75	NA	19 18.75	19 18.75

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 duties (not already outlined in their job description) where custodial care and lifting are required shall 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 Instructional Leadership Department shall receive an additional pay differential of \$1.00 per hour.
4. Instructional Paraprofessionals assigned to the Elkhart Academy, both secondary and elementary, shall be paid a differential of \$1.00 per hour over their existing rate.
5. Paraprofessionals, assigned by a building administrator to serve as a substitute for an absent teacher, shall be paid a differential of \$3.00 per hour over their existing hourly rate when the assignment is for a full day or half day coverage.
6. Paraprofessionals with an assigned preparation period (i.e. elementary library and technology instructional paraprofessionals), will be entitled to the current period substitution rate set forth in the Master Contract when the paraprofessional covers a teacher's class during their preparation period.

D. Paraprofessional Career Increment Schedule

Years regularly employed by Elkhart Community Schools	Amount of Hourly Career 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 seventeen (17)	.40
seventeen (17) or more, but less than twenty (20)	.50
twenty (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 (1) 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.

Dependent Textbook Fee Stipend

Elkhart Community Schools will reimburse employees \$50.00 per student enrolled in the Elkhart Community Schools, for textbook fees paid by the employee to Elkhart Community Schools for instructional materials. Evidence of payment shall be submitted to the Business Office by May 1, and the reimbursement will occur on or before June 15.

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 (5) 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.
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. "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

Beginning January 1, 2020, the following attendance incentive program will be effective for all paraprofessional employees. For the purpose of this program, the year will run from January 1st through December 31st.

During the month of January, any paraprofessional who has perfect attendance throughout the prior year, 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 during the prior year, 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 in order to attend to matters related to the death of the family member. 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.

"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.

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.

Each calendar year, an employee may take one (1) day of bereavement, without loss of compensation, to attend the funeral of a friend.

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 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 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 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 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. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the foregoing prohibition.

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 eighteen (18) 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.

Maternity Leave

Elkhart Community Schools shall grant three (3) weeks of paid maternity leave for a vaginal birth and four (4) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

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 (12) 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 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
Revised 1/8/19
Revised 12/10/19
Revised 1/14/20
Revised 11/24/20
Revised 4/13/21

MISCELLANEOUS POSITION PAY SCHEDULE

Classification	Position	Amount	Source of Payment
<u>HIGH SCHOOL FOOTBALL</u>			
	Event Supervisor	\$50 per event	ECS Ed Fund
	Tournament Supervisor	\$ 100 per event	ECS Ed Fund
<u>Adult</u>			
	Fire men <u>Fighter</u>	\$30 per hour	ECS Ed Fund
	Usher/ Security	\$50 per game	HS Athletic Dept.
	Ticket Sellers/Takers	\$10-12 per hour	HS Athletic Dept.
	Public Address Announcer	\$25 per game	HS Athletic Dept.
*	Crowd Supervision Manager	½ of Master Contract rate	ECS Ed Fund
	Fan Bus Supervision	\$15 + 2 tickets per trip	HS Athletic Dept.
	Parking Director	\$17 per hour	ECS Ed Fund
	Parking Attendant	\$15 per hour	ECS Ed Fund
<u>HIGH SCHOOL BASKETBALL</u>			
(Games at North Side and Tournaments)			
	Event Supervisor	\$50 per event	ECS Ed Fund
	Tournament Supervisor	\$100 per event	ECS Ed Fund
<u>Adult</u>			
	Fire men <u>Fighter</u>	\$30 per hour	ECS Ed Fund
	Usher/ Security	\$50 per game	HS Athletic Dept
	Ticket Sellers/Takers	\$10-12 per hour	HS Athletic Dept
	Timers/Scorers	\$25 per game	HS Athletic Dept
	PA Announcer	\$25 per game	HS Athletic Dept
*	Crowd Supervision Manager	½ of Master Contract rate	ECS Ed Fund
	Fan Bus Supervision	\$15 + 2 tickets per trip	HS Athletic Dept
	Parking Director	\$17 per hour	ECS Ed Fund
	Parking Attendant	\$15 per hour	ECS Ed Fund
<u>Student</u>			
	Usher/Security	\$10 per hour	HS Athletic Dept
<u>HIGH SCHOOL ATHLETICS</u>			
	Event Supervisor		
	Volleyball		ECS Ed Fund
	Varsity/JV/freshman	\$50 per event	ECS Ed Fund
	Freshmen 3-way <u>Pool Play</u>	\$50 per event	ECS Ed Fund
	4 teams or less tourney	\$50 per event	ECS Ed Fund
	5 teams or more tourney	\$100 per event	ECS Ed Fund
	Soccer		
	Regular season varsity/JV	\$50 per event	ECS Ed Fund
	Tournament	\$100 per event	ECS Ed Fund

Classification	Position	Amount	Source of Payment
	Swimming		
	Regular season meet	\$50 per event	ECS Ed Fund
	All day tournament	\$100 per event	ECS Ed Fund
	Diving only	\$50 per event	ECS Ed Fund
	Wrestling		
	Varsity/JV	\$50 per event	ECS Ed Fund
	Super dual meet	\$100 per event	ECS Ed Fund
	Gymnastics		
	Varsity/JV	\$50 per event	ECS Ed Fund
	Invitational	\$100 per event	ECS Ed Fund
	Baseball/Softball		
	Varsity/JV/freshman	\$50 per event	ECS Ed Fund
	Tournament	\$100 per event	ECS Ed Fund
	Track		
	Dual or triangular meet	\$50 per event	ECS Ed Fund
	Invitational	\$100 per event	ECS Ed Fund

NON-ATHLETIC EVENTS (ECS RENTALS, MISCELLANEOUS ASSIGNMENTS)

Adult

	Electronic Technical Services	\$14.50 <u>25.00</u> per hour	ECS Ed Fund
	Mgr. (Soundboard/Light Board)		
*	Building Rental Manager	\$14.50 per hour (<i>per teachers contract</i>)	ECS Ed Fund
	Police/Firemen <u>Fire Fighter</u>	\$30 per hour	ECS Ed Fund
	Tipton-Elkhart Academy <u>Police</u>	\$40 per hour	ECS Ed Fund
	Security	\$10 per hour	ECS Ed Fund
	Usher	\$8 per event <u>hour</u>	ECS Ed Fund
	Ticket Seller/Taker	\$12 per event <u>hour</u>	ECS Ed Fund
	Parking Director	\$17 per hour	ECS Ed Fund
	Parking Attendant	\$15 per hour	ECS Ed Fund
	Substitute Custodian	\$12 <u>13.19</u> per hour	ECS Ed Fund
*	Intramurals	\$7 <u>8.25</u> per hour	ECS Ed Fund
	Food Service Sub	\$10.30 <u>11.00</u> per hour	Food Service Fund
	Food Service Sub (retired Food Service employee)	Rate pursuant to Board Policy 3120.03S	Food Service Fund
	Food Service Driver Sub	Base rate pursuant to Board Policy 3422.12S	Food Service Fund

Student

	Stage Hand/Music Helper	\$7.25 <u>8.00</u> per hour	ECS Ed Fund
	Usher	\$7.25 <u>8.00</u> per event <u>hour</u>	ECS Ed Fund
	Ticket Taker	\$8. <u>00</u> per event <u>hour</u>	ECS Ed Fund
	Cloakroom Attendant	\$7.25 <u>8.00</u> per event <u>hour</u>	ECS Ed Fund

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

* Negotiated Rates

| ~~February 9, 2021~~ [December 14, 2021](#)