

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

November 22, 2022

CALENDAR

Nov	22	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Nov	22	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Dec	13	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Dec	13	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Dec	20	8:00 a.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
- E. CONSENT ITEMS:

- Minutes – November 8, 2022 – Public Work Session
 - Minutes – November 8, 2022 – Regular Board Meeting
 - Claims
 - Fundraisers
 - Gift Acceptance
 - Grants
 - Conference Leaves
 - Personnel Report

- F. INSTRUCTIONAL REPORT
- G. OLD BUSINESS
- H. NEW BUSINESS

Review of Guidelines for Policy 3421.02A - The administration presents for board review the guidelines for administrative performance awards under Policy 3421.02A

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
- 3422.08S – Paraprofessionals’ Compensation Plan
- 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 Technology 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.

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

Financial Report – October 2022

Insurance Report

I. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

J. ADJOURNMENT

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

Elkhart Community Schools
Elkhart, Indiana

November 8, 2022

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

Place/Time

Board Members Present:	Dacey S. Davis Troy E. Scott Douglas K. Weaver	Babette S. Boling Roscoe L. Enfield, Jr. Kellie L. Mullins Anne M. VonDerVellen
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Roll Call

ECS Staff Present:	Anthony England Lisa Earnsberger Lindsey Cox	Joseph Fairbotham Shirley Elliott Harold Walt
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The Board was presented an update on the Exceptional Learners Department including High Ability and Special Education.

Topics
Discussed

The meeting adjourned at approximately 7:12 p.m.

Adjournment

APPROVED:

Signatures

Dacey S. Davis, President

Babette S. Boling, Member

Troy E. Scott, Vice President

Roscoe L. Enfield, Jr., Member

Douglas K. Weaver, Secretary

Kellie L. Mullins, Member

Anne M. VonDerVellen, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

November 8, 2022

J.C. Rice Educational Services Center, 2720 California Road, Elkhart
– at 7:16 p.m. Place/Time

Roll Call

Board Members Present:	Dacey S. Davis Troy E. Scott Douglas K. Weaver	Babette Boling Roscoe L. Enfield, Jr. Kellie L. Mullins Anne M. VonDerVellen
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Board president Dacey Davis called the regular meeting of the Board of School Trustees to order.

Call to Order

Board president Dacey Davis recited the Elkhart Promise.

The Elkhart Promise

Ms. Davis discussed the invitation to speak protocol.

Amy Stine, lead teacher at Elkhart High School (EHS) School of Arts and Communication shared a Moment of Pride. First she thanked Board members for approving their fundraiser and invited them to attend the event which will be held in conjunction with the 45th Madrigal dinner on December 3, 2022. The Arts and Communications Market, named and created by the students, will feature local vendors and student showcases across all content areas. All funds raised will be used to provide positive behavior incentives for students. Currently they have ten (10) outside vendors and seven (7) student groups who have committed to the event, and they expect more to come.

Moment of Pride

Brittany Townsley, language arts content area specialist at EHS School of Arts and Communication, shared that teachers have been planning during PLC time for the Arts and Communication Market, working to create an all-inclusive PBL event across all content areas. Several teachers also attended the recent Ford PBL training and have brought back ideas to the PLC. Some of the PBL projects being done include the following: art students are making pieces to sell; music students are putting on the main event; journalism students are writing about the event; digital design created flyers; and advanced composition made a commercial; a flyer and commercial were shared with the Board.

By unanimous action, the Board approved the following consent items:	Consent Items
Minutes – October 21, 2022 – Special Public Work Session Minutes – October 25, 2022 – Public Work Session Minutes – October 25, 2022 – Regular Board Meeting	Minutes
Payment of claims totaling \$7,334,810.14 as shown on the November 8, 2022, claims listing. (Codified File 2223-60)	Payment of Claims
Proposed school fundraisers in accordance with Board policy. (Codified File 2223-61)	Fundraisers
The following donations were made to Elkhart Community Schools (ECS): winter coats, with a value of \$1,190.80, from Brolyn Auctions for the students at Monger Elementary School.	Gift Acceptance
Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the November 8, 2022 listings. (Codified File 2223-62)	Conference Leaves
Confirmed the following overnight trip request: Elkhart Area Career Center (EACC) to travel to Indianapolis, Indiana on December 6 – 10, 2022 for the National Finals – Hot Rodders of Tomorrow Engine Challenge; Elkhart High School (EHS) to travel to Massillon, Ohio on September 8 – 9, 2023 for a football game and visit to the Football Hall of Fame; and EHS to travel to Logansport, Indiana on February 10 – 11, 2023 for a gymnastics invitational competition.	Overnight Trip Requests
Submission of the following grants: Gametime Playground Grant from Gametime in the amount of \$49,570.36. (Codified File 2223-63)	Grants
	Personnel Report
Agreement regarding High Ability licensure. (Codified File 2223-64)	Certified Agreements
Two (2) agreements regarding services. (Codified File 2223-65)	
Employment of the following three (3) certified employees: John Moran – science at West Side, 10/25/22 Muhammad Shabazz – social studies at Pierre Moran, 10/25/22 David Walker – social studies at Pierre Moran, 10/31/22	Certified Employment

Maternity leave for the following certified employee: Lyndsey Mullins – language arts at Elkhart High, beginning 12/12/22 and ending 12/22/22	Certified Maternity Leave
Change to Parental leave for the following certified employee: Elizabeth Byler – grade 4 at Woodland, beginning 8/8/22 and ending 5/25/23	Certified Parental Leave
Medical leave for the following certified employee: Nakara Murray – cosmetology at Career Center, beginning 11/30/22 and ending 3/13/23	Certified Medical Leave Change
Resignation of the following certified employee on dates indicated: Kathryn Broman – technology integrator at ESC, 11/3/22	Certified Resignation
Employment of the following sixteen (16) classified employees on dates indicated: Jessica Bouie – technical assistant at West Side, 11/7/22 Erin Byers – paraprofessional at Cleveland, 11/3/22 Kathleen Davis Stowell – paraprofessional at Eastwood, 11/1/22 Linda Delgado – bus helper at Transportation, 11/2/22 Desiree Diliberti – food service at West Side, 11/1/22 Sharon Dutkowski – transition specialist at ESC, 11/7/22 Jose Gonzales – bus driver at Transportation, 10/31/22 Megan Jones – food service at Daly, 11/1/22 Ginger Knox – technical assistant at North Side, 11/7/22 Brandon Kratkoczki – communication specialist at ESC, 10/31/22 Erin Kroeger – technical assistant at Cleveland, 11/3/22 Kimberly Phelps – paraprofessional at Freshman Division, 10/31/22 Derria Pratcher – bus helper at Transportation, 11/4/22 Dawn Proctor – food service at Monger, 10/31/22 Tiki Twiehaus – paraprofessional at Woodland, 10/27/22 Louise Young – bus helper at Transportation, 11/7/22	Classified Employment
Unpaid leave for the following classified employee: Nicolette Andert, paraprofessional at Daly, beginning 10/25/22 and ending 11/28/22	Classified Unpaid Leaves
Extension of unpaid leave for the following classified employee: Laura Walterhouse, paraprofessional at Roosevelt, beginning 10/3/22 and ending 12/22/22	
Resignation of the following six (6) classified employees, effective on the dates indicated: Elizabeth Delks – secretary at Elkhart High, 12/30/22	Classified Resignations

Emily Grimes – secretary at Cleveland, 10/19/22
Zoe Hollman – paraprofessional at West Side, 10/21/22
Jakob Lazzaro – senior reporter and assignment editor at
WVPE, 11/11/22
Rachel Orpurt – food service at Elkhart High, 11/11/22
Carolyn Wheeler – food service at Daly, 11/3/22

Termination of the following classified employee:

Shauntel Rohrer – bus helper at Transportation, 11/8/22

Classified
Termination

Superintendent Steve Thalheimer updated Board members about the Indiana Department of Education (IDOE) and their efforts to reduce the academic standards by twenty-five percent (25%) in response to changes in State law. Recommended standard reductions are to be presented to the Indiana State Board of Education for review by June 2023 for grades 9 – 12 and June 2024 for grades K – 8. The results will then change State assessments for grades 9 – 12 for the 2024 – 2025 school year and K – 8 for the 2025 – 2026 school year. Content Connectors are also being reduced/reviewed for all grade levels and be implemented for the 2025-2026 school year.

Instructional
Report

In 2018, the IDOE revised standards breaking them down into skills which made it feel as if they created more standards/expectations. It was determined there were too many standards and not enough instructional time to adequately cover them which led to the “essential” standards movement. ECS currently uses essential standards in the PLC process, as teachers identified these standards to ensure students know and can do said standards by the end of the school year, created common formative assessments (CFA) around these standards, and provided support to students who have not mastered these standards and extensions for those who have.

The IDOE has already created an ILEARN blueprint defining the essential content measured on the assessment and identifying the critical standards that will more than likely be covered on the test. Since the pandemic, they have also identified standards, containing both content and skills essential for students’ success, for which data shows students are performing below expectations state-wide. ECS can now take this information and compare it with the essential standards they have identified in their PLCs to help further direct their instruction.

The IDOE is looking to speed up the original timeline for seeking approval of standards reductions and STEM Standards to June of 2023 for all of K - 12; June – December of 2023 they will work in committee and allow public comment for Content Connectors; December 2023, SBOE meets to approve Content Connectors; and January – May 2024 vendor will update documents, guidelines for standards and Content

Connectors. Everything will roll out in the 2024-2025 school year including revised ILEARN assessments.

In closing, Dr. Thalheimer informed the Board that as the IDOE works to reduce the standards there will be opportunities for ECS to review, provide feedback and contribute to the work throughout the process. He expects the first opportunity to further provide feedback around April or May, prior to June approval from the SBOE.

Dr. Sheppard, assistant superintendent of instruction, provided an update on the resource adoption committees. This year's adoptions include Social Studies and World Languages curriculum materials. The initial meeting to explain the process has already been held for both committees. The content area specialists for Social Studies and the committee for World Languages are in the process of creating a rubric for the committee to review. Material will begin to arrive shortly. After the rubrics are approved by the committee, they will begin reviewing materials and identifying which vendors they would like to come and present to the group in January. Brenda Kolbe, director of communications, will help to communicate the process providing all stakeholders an opportunity to review materials and provide feedback. Dr. Sheppard will continue to update the Board as the committees move through this process.

By unanimous action, the Board approved the Elkhart Area Career Center Agreements for 2022-2023 with the following feeder schools: Baugo Community Schools, Bremen Public Schools, Concord Community Schools, Edwardsburg Public Schools, Goshen Community Schools, Middlebury Community Schools, Penn-Harris-Madison Schools, School City of Mishawaka, and Wa-Nee Community Schools. (Codified File 2223-66)

Elkhart Area Career Center Agreements

By unanimous action, the Board authorized Tony Gianesi, chief operating officer, to approve an easement for AEP along County Road 2 at the Farm for electrical work. In response to Board inquiry, Mr. Gianesi informed the Board AEP would be moving the electrical wires/poles twenty feet from the road which will benefit the Farm. (Codified File 2223-67)

Easement Authorization

By unanimous action, the Board authorized the submission of a Petition to the Indiana State Board of Education for an advance from the Common School Fund in the amount of \$1,119,877. (Codified File 2223-68)

Common School Fund Loan Petition

Dr. Thalheimer informed Board members that SchoolIQ has sent surveys for their review. He will be sending them out this week broken down by stakeholder groups.

From the Superintendent

Dr. Thalheimer informed Board members the key committee list will be sent to SchoolIQ and they will be sending out invitations for the first committee meeting scheduled for December 1, 2022.

Board member congratulated EHS cross country team for their efforts at semi-state.

From the Board

Board member congratulated EHS cross country alumni, Teagen Rodriguez, for making All Conference and qualifying for Nationals in his division.

Board member asked for an update on the next steps for the social workers' request. Dr. Thalheimer informed Board members this will be a two-step process. As a first step, the administration is meeting with the social workers next week to discuss adjustments to their current policy. To follow, the administration will work with them to determine how to best bridge social workers' current compensation policy to something similar to the bargaining unit's compensation plan.

Board member invited community members to the dedication of the statue, "Testing the Waters," at the Elkhart Aquatics Center on November 15, 2022 at 4:00 p.m.

The meeting adjourned at approximately 8:10 p.m.

Adjournment

APPROVED:

Signatures

Dacey S. Davis, President

Troy E. Scott, Vice President

Douglas K. Weaver, Secretary

Babette S. Boling, Member

Roscoe L. Enfield, Jr., Member

Kellie L. Mullins, Member

Anne M. VonDerVellen, Member

School	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Elkhart High - Track	Students will solicit donations through emails/texts messages sent through FanAngel These funds will be used to pay for food, shoes, fees, equipment, etc. for the team.	3/1/2023 - 4/10/2023	11/8/2022	Adam Homo
Elkhart High - Class of 2025	The sophomore class will sell holiday-grams during lunch to support future student government activities.	12/5/2022 - 12/9/2022	11/8/2022	Linda Fine
	Please note the following fundraisers are presented for confirmation only.			



ELKHART HIGH SCHOOL EAST

ONE BLAZER BOULEVARD • ELKHART, IN 46516

PHONE: 574-295-4700



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: 11/17/2022

TO: Dr. Steve Thalheimer
Board of School Trustees

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

RE: Donation Approval

A donation in the amount of \$1000.00 has been given to the Elkhart High School Boys Track team from Cressy & Everett, Inc. Realtors. These funds will be used to assist with growth of our boys track 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:

Cressy & Everett, Inc. Realtors
332 N. Ironwood Dr.
South Bend, IN 46615



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

FROM: BRANDON EAKINS *BE*

DATE: NOVEMBER 11, 2022

RE: DONATION APPROVAL - EACC

Kirk and Misty Youell have donated \$500 to be used towards travel expenses for participating students in the Hot Rodders of Tomorrow National competition in December.

Students participating in this competition have the opportunity to earn scholarships.

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:

Kirk & Misty Youell
405 N Beach Rd
Osceola, IN 46561



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

FROM: BRANDON EAKINS BE

DATE: NOVEMBER 11, 2022

RE: DONATION APPROVAL - EACC

Cara Storer has donated nail polish and nail dip powder (please see attached for breakdown of items) with an owner estimated value of \$400. These items will be used in our Cosmetology classes.

This donation of these products will be useful in the classroom as they will be used by students for training purposes.

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

Cara Storer
51092 Shady Ln
Elkhart, IN 46514

Quantity	Item	Price	Total
12	R Red Carpet LED Nail Gel Polish	10.99	131.88
1	Beetles Gel Polish mini set or 20	49.99	49.99
2	ASP Gel Polish	9.99	19.98
1	Quick Dip Nail Gel Activator Step 3	12.58	12.58
5	Revel Nail Dip Powder 1. oz	16.95	84.75
4	Revel Nail Dip Powder .5 oz	8.95	35.8
3	R Red Carpet Color Dip .3 oz	9.99	29.97
4	ASP Quick Dip Acrylic Powder .5 oz	9.99	39.96
		Total	404.91



ELKHART HIGH SCHOOL EAST

ONE BLAZER BOULEVARD • ELKHART, IN 46516

PHONE: 574-295-4700



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: 11/17/2022

TO: Dr. Steve Thalheimer
Board of School Trustees

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

RE: Donation Approval

A donation in the amount of \$1000.00 has been given to the Elkhart High School Boys Track team from Passionately Purple - The Sarah Crane Foundation. These funds will be used to assist with growth of our boys track 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:

“Passionately Purple”
The Sarah Crane Foundation
54921 David Dr.
Elkhart, IN 46514-8989

What is the title of the grant?	What is the name of the granting agency/entity?	Please list school/entity applying.	Individual/contact applying for the grant?	What is the amount applied for?	How will the grant funds be used and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.	What is the grant submission deadline?
Perkins Reserve Grant	Governors Workforce Cabinet	EACC	Brandon Eakins	150,000	Development of the EACC's pre-surgical tech program, Brandon Eakins	Creating meaningful career pathways for students.	140,000-equipment, 7,500-program materials, 2,500-travel to visit and learn from other training centers to ensure proper development of lab space and programming.	11/23/2022
READI-Advanced Manufacturing Awareness and Access	South Bend Elkhart Regional Partnership	EACC	Brandon Eakins	75,000	Create a marketing campaign to highlight advanced manufacturing careers and companies in our region. Connecting STEM content to these careers through PBL, site exploration, and field trips. Brandon Eakins	Career Pathways	Personnel-\$20,000 Training-\$10,000 Marketing-\$40,000 Travel-\$5,000	11/23/2022

2023 YEAR-TO-DATE EDUCATION FUNDS	\$5,198.43	\$95.00
2022 YEAR-TO-DATE OTHER FUNDS	\$198,529.66	\$6,175.00
2022 YEAR-TO-DATE ADJUSTMENTS	-\$2,547.75	\$0.00
2023 YEAR-TO-DATE OTHER FUNDS	\$13,756.57	\$1,045.00
2023 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
GRAND TOTAL	\$237,453.53	\$10,070.00

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

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: November 8, 2022
 TO: Dr. Steve Thalheimer
 FROM: Brandon Eakins *BE*
 RE: **Conference Leave Requests Paid Under Carl D. Perkins Grant
 November 22, 2022 - Board of School Trustees Meeting**

2022-2023 CONFERENCES	EXPENSES	SUBSTITUTE
<p>ACTE Career Vision 2022 I plan to attend the ACTE Career Vision to learn the most up-to-date information about career and technical education. This information will be invaluable as our admin. Team enhances our programs of study at EACC</p> <p align="center">Las Vegas, NV November 30 - December 3, 2022 Kristen Watt (0-0) Leadership</p>	\$725.00	\$0.00
<p>Evaluation Team Leader (ETL) Training This training is required for NATEF Certification</p> <p align="center">Louisville, KY November 29 - 30, 2022 Martin Hostetler (1-1) Certification</p>	\$643.75	\$0.00
<p>Hot Rodders National Competition, PRI Show Students will gain experience in the STEM field and job opportunities in the motorsports field. Students can explore for internships and scholarship</p> <p align="center">Indianapolis, IN December, 6 - 10, 2022 Dalton Bogaert (0-0) Ryan Gortney (1-5) Brandon Eakins (1-4) 2 days absence Career & Technical Student Organizations Competitions</p>	\$3,292.12	\$0.00
<p>Smekens Super Saturday Writing Conference This conference covers topics to help improve writing instruction. I will learn about assessing writing, managing writing classes, and being a better writing model. I will share what I lean through providing PD to staff and sharing knowledge through staff meetings.</p>	\$239.00	\$0.00

2022-2023 CONFERENCES	EXPENSES	SUBSTITUTE
Virtual Saturday, February 18, 2023 Traci Pankratz (0-0) Program/Industry Specific Career & Technical Education		
TOTAL	\$4,899.87	\$0.00
2022-23 YEAR-TO-DATE PERKINS FUNDS	\$20,176.49	\$0.00
GRAND TOTAL	\$25,076.36	\$0.00



HUMAN RESOURCES

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. STEVEN THALHEIMER
FROM: MS. MAGGIE LOZANO
DATE: NOVEMBER 22, 2022

PERSONNEL RECOMMENDATIONS

CERTIFIED

- a. **Agreement** – We recommend the approval of an agreement regarding unpaid time.
- b. **Agreement** – We recommend the approval of an agreement regarding services.
- c. **New Certified Staff** – We recommend the following new certified staff for employment in the 2022-23 school year:

Stevi Weaver

Pierre Moran/Career Readiness

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

Sarah Biddle
Began: 8/13/19

Daly/Grade 5
Resign: 12/22/22

Rose Griffy
Began: 8/4/15

Roosevelt/Grade 2
Resign: 11/28/22

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

Nakara Murray
Begin: 11/18/22

Career Center/Cosmetology
End: 3/13/23

- f. **Medical Leave** – We recommend an extension medical leave for the following employee:

Brett Cramer
Begin: 12/2/22

Elkhart Academy/Special Education
End: 12/22/22

CLASSIFIED

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

Catherine Boudreau Began: 9/14/22	Elkhart High/Food Service PE: 11/10/22
Cedric Brown Began: 9/27/22	Commissary/Truck Driver PE: 11/21/22
Baily Case Began: 9/19/22	West Side/Food Service PE: 11/16/22
Laurie Crysler Began: 9/26/22	Food Services/Secretary PE: 11/18/22
Toni Elswick Began: 9/21/22	Bristol/Paraprofessional PE: 11/18/22
David Griffis Began: 9/14/22	Osolo/Food Service PE: 11/10/22
Richard Lancaster Began: 9/12/22	Beck/RBT PE: 11/21/22
Yancy McGuire Began: 9/19/22	Career Center/Technical Assistant PE: 11/16/22
Abigail Quiroz Garcia Began: 9/14/22	Hawthorne ELC/Paraprofessional PE: 11/10/22
Matilynn Rodriguez Began: 9/19/22	Career Center/Technical Assistant PE: 11/16/22
Maverick Spruell Began: 9/19/22	Riverview/Custodian PE: 11/11/22

b. **Unpaid Leave** – We recommend an unpaid leave for the following employees:

Jessica Buckley Began: 12/8/22	Cleveland/Paraprofessional End: 2/27/23
Sally Coddens Began: 11/8/22	Transportation/Bus Driver End: 11/21/22



Brenda Stow
Began: 11/7/22

Transportation/Bus Helper
End: 11/18/22

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

Holly Havens
Began: 8/23/21

North Side/Custodian
Resign: 11/4/22

Tiffany Smart
Began: 8/15/19

West Side/Paraprofessional
Resign: 5/27/22

- d. **Rescind Resignation** – We recommend acceptance of the rescission of a resignation for the following employee:

Rachel Orpurt

Elkhart High/Food Service

- e. **Termination** – We report the termination of the following classified employee:

Erin O’Neill
Began: 9/16/22

North Side/Food Service
End: 11/22/22
Policy: 3139.01S



Performance Award Process DRAFT Administrative Guidelines

v.11.14.2022

Per Board Policy 3421.02A, administrators are eligible for performance awards. In order to bring consistency to the process, a committee has met to formalize the presentation of administrators for such awards.

The Process

- A. Performance awards will be considered for administrators who exemplify leadership in the district's educational mission, going above and beyond the goals and expectations set as part of the annual evaluation process. These are exceptional actions that set an administrator apart from peers as deserving special recognition. These include, but are not limited to, considerations such as:
 - National or state recognition for leadership (often by a professional organization)
 - Invitation to present at state or national conference for a best practice or results
 - Publication in a national journal or book
 - Model Professional Learning Communities status for one's building
 - Blue Ribbon or Four Star School designation
 - Demonstrated local/regional leadership among peers
- B. When an administrator has demonstrated such exemplary leadership, the administrator's immediate supervisor will begin a pre-nomination discussion with the Superintendent and other members of district leadership. The conversations will focus on the merits of this administrator, evidence of success, and whether this evidence documents leadership above and beyond expectations. This vetting process will determine if the supervisor should nominate the administrator for a performance award.
- C. Once the supervisor has sufficiently pre-screened the nomination and it is determined this administrator appears deserving, the supervisor will formally nominate the administrator using the [following form](#). The supervisor will inform the nominee of the nomination and may ask the nominee to assist in providing evidence.
- D. The nomination form is submitted to the Superintendent for consideration. The Superintendent may include additional administrators in the consideration of the nomination and may seek additional information from the supervisor related to the nomination.
- E. Nominations for performance awards can be submitted prior to November 30 for consideration in December or prior to May 31 for consideration in June. Decisions for awards would be made prior to December 31 or June 30.

Notes:

- The process will be presented for review by district administration and building leaders to provide feedback before the process is finalized. Target would be for the board to see this in a November work session.
- Once the process is finalized, supervising administrators will be trained in the process and how to conduct the initial vetting of the pre-nomination. A final explanation of the

process will be provided in December to all administrators at an administration team meeting. This will be the process going forward from the spring of 2023.

- Peers can recommend to supervisors their peers for consideration and are welcome to do so at any point during the year.
- Amounts for performance awards will be determined by the Superintendent in consultation with District Leadership based on level of performance, like awards being administered, and budget considerations.

Elkhart Community Schools Administrator Performance Award Nomination Form

Name of Administrator Being Nominated:

Building/Site Where Administrator is Assigned:

Date of Nomination:

Name of Supervisor Making Nomination:

Signature of Supervisor:

Nomination Documentation

A. Performance awards are granted for exemplary leadership and performance that rises to a level above and beyond the normal goal-setting and evaluation process. What has the nominee achieved that rises to this level? How is this work above and beyond what is an expectation of this person's role? Fully explain why such an award is deserved.

B. Please provide evidence of this exemplary work. Artifacts representing such evidence can include:

- Data sets (student achievement, efficiencies/savings, other metrics)
- Survey results/testimonials/letters of support
- Work product/publication/presentation materials
- Narrative from nominee

Date Received by Superintendent:

Date Reviewed by Superintendent:

Performance Award in the Amount of \$ _____ is:

- Awarded Not Awarded

Superintendent Signature :

Date:

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 (attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.)**. 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 12
PARENTAL LEAVE

Add new section, D and Re-Letter Current D:

Paid Parental Leave--

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

Add new Article--Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

ARTICLE 18
JURY AND WITNESS DUTY PAY

Custodial personnel will be granted absence for jury duty. Such absence shall result in no loss of wages. **When an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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 with pay, with substitute deduction where applicable, or without pay. When the employee is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The employee will not be paid when such testimony is given in any employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the employee to testify, and litigation in which the employee is a party. Additionally, the employee shall not be entitled to witness duty pay when the employee's testimony relates to information that the employee obtained while working for an employer other than the Elkhart Community Schools. 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 32
EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

- A. This amendment to the current Agreement is made and entered into at Elkhart, Indiana, on **November 22, 2022** 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.
- B. This Agreement **as amended** shall be effective on January 1, ~~2019~~**2023**, 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.
- C. MCCL
- D. MCCL

APPENDIX A
CUSTODIAL WAGES

January 1, 202+23 – December 31, 202+24

	Job Classification	<u>Probationary</u> Hourly Rate 0-55 days	<u>Regular</u> Hourly Rate (over 56 days in the bargaining unit)
C-1	Custodian - Light Duty	<u>16.55</u>	<u>18.41</u>
C-2	Custodian - Heavy Duty Grounds Keeper	<u>16.97</u>	<u>18.87</u>
C-3	Swing Person (two buildings) Night Supervisor-MS, EACC	<u>17.34</u>	<u>19.25</u>
C-4	Custodial Pool Mail Truck Driver*	<u>17.71</u>	<u>19.65</u>
C-5	Elementary Head Custodian Head Grounds-HS/FD	<u>18.42</u>	<u>20.31</u>
C-6	Head Custodial Pool	<u>19.16</u>	<u>21.04</u>
C-7	E.A.C.C. Head Custodian Asst. H.S. Head Custodian M. S. Head Custodian	<u>19.55</u>	<u>21.43</u>
C-8	Maintenance Engineer	<u>19.71</u>	<u>21.63</u>
C-9	High School Head Custodian	<u>20.57</u>	<u>22.29</u>

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

Whenever there is a wage change, C-1 will increase an equivalent ¢’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 Regular Column and transfers to a C-5 position, the custodian will be moved to the C-5 Regular Column.)

LONGEVITY PAY PLAN

<u>5 – 9</u>	<u>10 – 14</u>	<u>15 – 19</u>	<u>20 +</u>
<u>years</u>	<u>years</u>	<u>years</u>	<u>years</u>
\$.25	\$.50	\$.75	\$1.00

The above is not compounding.

APPENDIX B

Maintain current employee premium shares

APPENDIX C

GRIEVANCE REPORT FORM

STEP I - ~~Supervisor~~ **Manager** of Building Services

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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 26, 2022
 Last Reviewed November 22, 2022

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, ~~2023~~2022.

WAGE SCHEDULE								
STEP	I		II		II.5	III	IV	V
	A	B	A	B	B	B	B	B
Probationary	<u>11.00</u> 9.75	<u>10.81</u> 9.56	<u>11.34</u> 10.09	<u>11.15</u> 9.90	<u>12.28</u> 11.03	<u>16.61</u> 15.36	<u>17.40</u> 16.15	<u>17.93</u> 16.68
55 days - 1 year	<u>11.78</u> 10.53	<u>11.59</u> 10.34	<u>12.16</u> 10.91	<u>11.95</u> 10.70	<u>13.05</u> 11.80	<u>17.50</u> 16.25	<u>18.25</u> 17.00	<u>18.78</u> 17.53
1 year - 2 years	<u>12.64</u> 11.39	<u>12.39</u> 11.14	<u>12.99</u> 11.74	<u>12.75</u> 11.50	<u>13.86</u> 12.61	<u>17.93</u> 16.68	<u>19.09</u> 17.84	<u>19.63</u> 18.38
2 years - 3 years	<u>13.60</u> 12.35	<u>13.31</u> 12.06	<u>13.97</u> 12.72	<u>13.67</u> 12.42	<u>14.77</u> 13.52	<u>19.11</u> 17.86	<u>20.02</u> 18.77	<u>20.61</u> 19.36
Over 3 years	<u>14.16</u> 12.91	<u>13.86</u> 12.61	<u>14.53</u> 13.28	<u>14.20</u> 12.95	<u>16.39</u> 15.14	<u>19.87</u> 18.62	<u>20.82</u> 19.57	<u>21.34</u> 20.09

- 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 -

Career Increment Schedule

- \$.~~25~~**20** five (5) years, but less than ten (10)
- \$.~~50~~**30** ten (10) years, but less than fifteen (15)
- \$.~~75~~**50** fifteen (15) years, but less than twenty (20)
- \$.~~1.00~~**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 Paraprofessionals, who were hired as a cafeteria 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)	12.79 11.54	12.24 10.99
2	55 days or more, but less than 1 year	12.91 11.66	12.61 11.36
3	1 year or more, but less than 2 years	13.42 12.17	13.14 11.89
4	2 years or more, but less than 3 years	13.98 12.73	13.65 12.40
5	3 years or more, but less than 4 years	14.51 13.26	14.15 12.90
6	4 years or more, but less than 5 years	14.95 13.70	14.58 13.33
7	5 years or more, but less than 6 years	15.51 14.26	15.10 13.85
8	6 years or more, but less than 7 years	15.99 14.74	15.59 14.34
9	7 years or more	16.55 15.30	16.12 14.87

- 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.)

Cafeteria 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)	.25 20
ten (10) or more, but less than fifteen (15)	.50 30
fifteen (15) or more, but less than twenty seventeen (2017)	.75 40
seventeen (17) or more, but less than twenty (20)	.50
twenty (20) or more	1.00 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 (1/2) or 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 (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. 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 (6) 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 (1) of the following benefits based on the employee's daily rate at the time of retirement:
 - a. One (1) day's pay for each full year employed by the Elkhart Community Schools, or
 - b. 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. (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 (1) 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 **(attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.)**. 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 any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay s/he shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Health Leave

Through Board of School Trustees' action regular classified employees may be granted a health leave after one (1) year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

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

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

Health Leave – Administrative Regulation

An employee with at least one (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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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 foregoing prohibition.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

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 (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.

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.

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Revised 12/10/19
Revised 1/14/20
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 Last Reviewed November 22, 2022

3422.02S - **MECHANICS' COMPENSATION PLAN**

Wage Schedule

The Board of School Trustees hereby adopts the following schedule for mechanics effective January 1, ~~2023~~~~2022~~. 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	32.79 31.79 – 35.93 34.93
Assistant Head Mechanic	30.43 29.43 – 32.79 31.79
* Mechanic	23.87 22.87 – 30.46 29.46

* 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)	\$. 25 20
ten (10) or more, but less than fifteen (15)	\$. 50 30
fifteen (15) or more, but less than twenty (20)	\$. 75 50
twenty (20) or more years	\$ 1.00 .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 satisfactory to the employer. Three (3) days' unexcused absences in any one (1) school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Illness Absences and Leaves

Personal Illness/Family Illness Absence

Full-time classified personnel will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of personal illness/family illness absence annually. Unused personal illness/family illness absence may accumulate to a total of the number of hours equal to 190 days as personal illness days.

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

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

Job-Related Injury Leave

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

Personal Illness Leave/Family Illness Leave Incentive Plan

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

- A. Effective January 1, 2008, if a mechanic does not use any of his/her Personal Illness days or Family Illness days during the year, s/he will be given a payment of \$600 on the following December.
- B. Effective January 1, 2008, if a mechanic uses only one (1) of his/her Personal Illness/Family Illness days during the year, s/he will be given a payment of \$400 on the following December.
- C. Effective January 1, 2008, if a mechanic uses two of his/her Personal Illness/Family Illness days during the year, s/he will be given a payment of \$200 on the following December.
- D. In order to be eligible for the incentive pay set out in a., b., and c. above, the mechanic must have been employed as of December 1st. If a mechanic is hired after December 1st, the incentive payment will be pro-rated on a percentage of the workdays after the mechanic was employed.
- E. For the purpose of the incentive program, a personal illness or family illness day will be when a mechanic is absent for three (3) or more hours. Absence of less than three (3) hours will be considered a one-half (1/2) 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 **(attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.)**. 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 any one (1) calendar year. Such absence shall result in no loss of wages. When the employee has received the military pay s/he shall present the check or a copy of the check to the payroll office, whereupon a deduction equal to the per diem pay will be made for each day of paid absence from the next payroll check. Upon return from temporary training or leave, the employee will be restored to a comparable position without loss of vacation, sick leave, or other benefits of employment.

Health Leave

Through Board of School Trustees' action, regular classified employees may be granted a health leave after one (1) year of service. Requests for health leave by an employee must be submitted in writing and must be supported by a physician's statement.

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

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

Health Leave - Procedure

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

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

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

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

An employee may return from health leave with a physician's statement indicating the ability to perform the job responsibilities. Employment will be held for a period of up to one (1) year. After the employee has been on leave for a year, s/he will be eligible for re-employment when an opening for which s/he is qualified becomes available.

Personal Leave

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

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

If a Mechanic does not elect to roll two (2) personal business days into the following year, all unused 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

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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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 foregoing prohibition.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

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 (25) working day's 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

Revised 12/10/19

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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 ~~July 1, 2022~~ **January 1, 2023**.

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

Step (Rates)	Experience as a School Bus Driver	Bus Driver Hourly Rate
Probationary	0 - 55 days	22.73 23.73
Base	55 days, but not more than two (2) years	23.47 24.47
Advanced	Over two (2) years, but not more than five (5) years	24.54 25.54
Experienced	Over five (5) years, but not more than 10 years	25.47 26.47
	Over ten (10) years, but not more than 15 years	25.73 26.73
	Over fifteen (15) years	26.00 27.00

Wage Schedule Placement

School bus drivers hired on or after July 1, 2022, who have previous experience as a bus driver for another public school district at the time of hire, will be placed at a Step on the bus driver's wage schedule commensurate with their prior experience as a school bus driver following the completion of probation.

Bus helpers who transition to a bus driver position for Elkhart Community Schools on or after July 1, 2022 will receive one (1) year's credit for every two (2) year's served as a bus helper for Elkhart Community Schools for placement on the bus driver's wage schedule upon the completion of their probationary schedule.

Evaluation

All drivers will be evaluated annually by the Director of Transportation, or designee. The evaluation will be discussed with each driver individually.

Eligibility for Benefits

No benefits will be available unless the contracted route driver is under contract for four or more hours.

Career Increment Schedule

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)	\$. 25 ²⁰
ten (10) or more, but less than fifteen (15)	\$. 50 ³⁰
fifteen (15) or more, but less than twenty (20)	\$. 75 ⁵⁰
twenty (20) or more years	\$ 1.00 ^{.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 \$18.00/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 (2) 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 (5) 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 (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 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 one-half (1/2) day. Drivers absent one-half (1/2) day will receive \$500, one and one-half (1-1/2) days - \$300, or two and one-half (2-1/2) days - \$100. Unpaid time will follow the same pattern (i.e. three (3) or more hours will be considered a day; less than three (3) hours will be considered a half-day).

Job-Related Injury Leave

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

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

Bereavement

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death in order to attend to matters related to the death of the family member **(attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.)**. 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 (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 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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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 foregoing prohibition.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

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 (2) workdays before meeting.

Revised 1/1/17

Revised 12/12/17

Revised 12/18/18

Revised 7/23/19

Revised 12/10/19

Revised 11/24/20

Revised 12/14/21

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED BUS HELPERS' WAGE SCHEDULE
 Code po3422.04S
 Status
 Adopted December 13, 2016
 Last Revised June 14, 2022
 Last Reviewed November 22, 2022

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, 2023** ~~July 1, 2022~~.

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)	13.36 14.36
2	55 days, but not more than one (1) year	14.06 15.06
3	one (1) year or more, but less than two (2) years	14.74 15.74
4	two (2) years or more, but less than three (3) years	15.44 16.44
5	three (3) or more	16.18 17.18

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

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 25
ten (10) or more, but less than fifteen (15)	30 50
fifteen (15) or more, but less than twenty (20)	50 75
twenty (20) or more years	70 100

Retention Payment(s)

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

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 helper's 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 (1) 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 (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. 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. ~~f~~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 (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.

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 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

(attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.). 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 (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 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 one-half (1/2) day. Bus Helpers absent one-half (1/2) day will receive \$500, one and one-half (1-1/2) days - \$300, or two and one-half (2-1/2) days - \$100.

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.

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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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 foregoing prohibition.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

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

Revised 11/24/20

Revised 12/14/21

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 December 14, 2021
 Last Reviewed November 22, 2022

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, 2023** ~~July 1, 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	31.30 30.30 - 37.74 36.74
M-2	Electrician	31.30 30.30 - 37.74 36.74
M-3	HVAC	31.30 30.30 - 37.74 36.74

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)	\$.25 20
ten (10) or more, but less than fifteen (15)	\$.50 30
fifteen (15) or more, but less than twenty (20)	\$.75 50
twenty (20) or more years	\$ 1.00 70

Revised 12/12/17

Revised 12/18/18

Revised 12/10/19
Revised 6/23/20
Revised 11/24/20

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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, ~~2022~~2023 through December 31, ~~2022~~2023.
- 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 \$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 ([attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.](#)). 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. Paid Parent Leave - An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

~~E.~~ 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.

~~F.~~ 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 **FOSTER CARE LEAVE**

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

ARTICLE ~~13~~14 **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 1415
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 1516
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 1617
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 1718
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 1819
JURY AND WITNESS DUTY PAY

Maintenance personnel will be granted absence for jury duty. Such absence shall result in no loss of wages. When an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business. 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 1920
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 2021
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 2122

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 2223

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 2324
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 2425
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 2526
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 2627
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 2728
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 2829
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 2930
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 3031
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 3132
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, ~~2022~~2023, and will continue through December 31, ~~2022~~2023.
- 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, ~~2022~~2023. 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 <u>31.30</u> – 36.74 <u>37.74</u>
M-2	Electrician	30.30 <u>31.30</u> - 36.74 <u>37.74</u>
M-3	HVAC	30.30 <u>31.30</u> – 36.74 <u>37.74</u>

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 <u>\$.25</u>
ten (10) or more, but less than fifteen (15)	\$.30 <u>\$.50</u>
fifteen (15) or more, but less than twenty (20)	\$.50 <u>\$.75</u>
twenty (20) or more years	\$.70 <u>\$.00</u>

~~December 14, 2021~~November 22, 2022

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 April 12, 2022
 Last Reviewed November 22, 2022

3422.07S - EXECUTIVE ASSISTANTS' SALARY SCHEDULE

The Board of School Trustees hereby adopts the following wage schedule for Executive Assistant positions, effective January 1, ~~2023~~ **2022**. 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 from 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 minimum 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
.85 .80 - 1.02 .97	Executive Assistant to District Counsel/Chief of Staff
.80 - .97	Executive Assistant/Human Resources
.85 .80 - 1.02 .97	Executive Assistant/Instructional Leadership

* Apply factor to base amount of \$~~64,805~~ **60,805**

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 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 (1) 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 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 an individual who had made a 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.

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 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 the 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 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 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 the 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 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-half percent (1.5%) of each Executive Assistant's salary. This one-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 commingling 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 make 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 (1) 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 (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.

Illness Absence and Leaves

Personal/Family Illness Absence

Executive Assistants will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of personal illness/family illness absence annually. Unused personal illness/family illness absence may accumulate to a total of the number of scheduled paid days in the current year as personal illness days.

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

Family Illness

- A. All Executive Assistants are allowed up to twenty (20) days' leave annually for illness in the immediate family, which is non-accumulative and independent of personal illness/family illness policies. Immediate family shall mean the 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.
- B. In the event a prolonged illness of a member of the immediate family occurs, the Superintendent may grant additional days.

Work-Related Injury

An employee injured in the performance of his or her duties is eligible for Worker's Compensation. The employee is required to complete an injury report form on the day of the injury and to visit the designated medical facility as directed by the employer. Time required for the employee to recuperate from any personal injury arising out of and in the course of employment responsibility shall be governed by Indiana laws regarding Worker's Compensation. Worker's Compensation benefits will begin after seven (7) calendar days at a rate of sixty-six and two-thirds percent (66-2/3%) of the employee's average wage rate. The employee's share of the health/life insurance premium must be paid in advance to the Business Office or insurance will be terminated. An employee may receive full payment 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 **(attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.)**. 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 the 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 a 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 payments 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 the 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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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 foregoing prohibition.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

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 the 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

Revised 2/9/21

Revised 12/14/21

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 schedules for paraprofessionals to be effective January 1, ~~2023~~2022.

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)	12.24 10.99
2	55 days or more, but less than 1 year	12.61 11.36
3	1 year or more, but less than 2 years	13.14 11.89
4	2 years or more, but less than 3 years	13.65 12.40
5	3 years or more, but less than 4 years	14.15 12.90
6	4 years or more, but less than 5 years	14.58 13.33
7	5 years or more, but less than 6 years	15.10 13.85
8	6 years or more, but less than 7 years	15.59 14.34
9	7 years or more	16.12 14.87

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)	13.26 12.01
2	55 days or more, but less than 1 year	13.65 12.40
3	1 year or more, but less than 2 years	14.15 12.90
4	2 years or more, but less than 3 years	14.58 13.33
5	3 years or more, but less than 4 years	15.10 13.85
6	4 years or more, but less than 5 years	15.59 14.34
7	5 years or more, but less than 6 years	16.12 14.87

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
	RBT certification hourly differential (paraprofessionals not serving in a RBT position only)*	1.00	1.00	1.00	1.00	1.00	1.00	1.00		1.00
1	0 days or more, but less than 55 days (Probationary Rate)	13.26 12.01	16.25 15.00	16.25 15.00	16.25 15.00	16.25 15.00	16.25 15.00	16.79 15.54	18.25 17.00	18.25 17.00
2	55 days or more, but less than 1 year	13.65 12.40	16.70 15.45	16.70 15.45	16.70 15.45	16.70 15.45	16.75 15.45	17.54 16.29	18.70 17.45	18.70 17.45
3	1 year or more, but less than 2 years	14.15 12.90	17.15 15.90	17.15 15.90	17.15 15.90	17.15 15.90	17.15 15.90	18.21 16.96	19.15 17.90	19.15 17.90
4	2 years or more, but less than 3 years	14.58 13.33	17.60 16.35	17.60 16.35	17.60 16.35	17.60 16.35	17.60 16.35	18.93 17.68	19.60 18.35	19.60 18.35
5	3 years or more, but less than 4 years	15.10 13.85	18.05 16.80	18.05 16.80	18.05 16.80	18.05 16.80	18.05 16.80	19.88 18.63	20.05 18.80	20.05 18.80
6	4 years or more, but less than 5 years	15.59 14.34	18.50 17.25	18.50 17.25	18.50 17.25	18.50 17.25	18.50 17.25	NA	20.50 19.25	20.50 19.25
7	5 years or more, but less than 6 years	16.12 14.87	19.00 17.75	19.00 17.75	19.00 17.75	19.00 17.75	19.00 17.75	NA	21.00 19.75	21.00 19.75

* effective 2022-2023 school year

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 (4) 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. 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.
3. Instructional Paraprofessionals, assigned by a building administrator to serve as a substitute for an absent teacher, shall be paid a differential of \$15.00 for one-half (1/2) day coverage and \$30.00 for a full day coverage.
4. Exceptional Learners paraprofessionals who are RBT certified but not serving in an RBT position are eligible for an hourly wage differential per Wage Schedule C above. In order to receive the wage differential, said paraprofessionals are responsible for providing proof of certification to the Human Resources Department as well as maintaining the certification to continue receiving the differential.

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)	.25 20
ten (10) or more, but less than fifteen (15)	.50 30
fifteen (15) or more, but less than twenty seventeen (2017)	.75 40
seventeen (17) or more, but less than twenty (20)	.50
twenty (20) or more	1.00 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 (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

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 the 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 a 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 returns 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 the 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 (1) 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 payment 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

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 the 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 payment 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. (**attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.**). 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 the 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 a 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 payments 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 the 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 absences when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. **When an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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. 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.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

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

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3422.09S - **TECHNICAL ASSISTANTS' COMPENSATION PLAN**

Technical Assistants' Wage Schedule

The Board of School Trustees hereby adopts the following wage schedule for Technical Assistants to be effective January 1, ~~2023~~2022. 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)	1615 .54
2	55 days or more, but less than 1 year	1716 .29
3	1 year or more, but less than 2 years	1716 .96
4	2 years or more, but less than 3 years	1817 .68
5	3 years or more	1918 .63

Wage Differential

Elementary Library and Technology Instructional Technical Assistants with an assigned preparation period, will be entitled to the current period substitution rate set forth in the Master Contract when the technical assistant covers a teacher's class during their preparation period.

Years regularly employed by Elkhart Community Schools	Amount of Hourly Career Increment
five (5) or more, but less than ten (10)	.25 20
ten (10) or more, but less than fifteen (15)	.50 30
fifteen (15) or more, but less than twenty (20)	.75 40
twenty (20) or more, but less than twenty-five (25)	1.00 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 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


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 (1) 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 (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

A. Full-Time Technical Assistants

Full-time Technical Assistants will be allowed the number of hours equal to one (1) workday per month of employment for personal illness/family illness absence. This will provide ninety-six (96) hours of 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 (attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.). 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 a 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 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 an employee receives notification from the Court canceling a trial, the employee is to report to**

work or use personal business. 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 foregoing prohibition.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

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 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 the approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to the 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 a 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.
3. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless the 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 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.

- 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
Revised 11/24/20
Revised 12/14/21

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED REGISTERED NURSES' COMPENSATION PLAN
 Code po3422.10S
 Status
 Adopted December 13, 2016
 Last Revised December 14, 2021
 Last Reviewed November 22, 2022

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, ~~2023~~~~2022~~. 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	4137 ,135	4137 ,135	4541 ,896
2	1 year to 3 years	4238 ,493	4238 ,493	4743 ,376
3	3 years to 5 years	4339 ,459	4339 ,459	4844 ,480
4	5 years to 7 years	4440 ,144	4440 ,144	4945 ,263
5	7 years or more	4440 ,443	4440 ,443	4945 ,608

* 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
five (5) or more, but less than ten (10)	\$ 300270 .00
ten (10) or more, but less than fifteen (15)	600400 .00
fifteen (15) or more, but less than twenty (20)	900670 .00
twenty (20) or more	1,200935 .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 (attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.). 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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

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

Revised 11/24/20

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED SOCIAL WORKERS' COMPENSATION PLAN
 Code po3422.11S
 Status
 Adopted December 13, 2016
 Last Revised December 14, 2021
 Last Reviewed November 22, 2022

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 **2022-2023** school ~~2022~~-calendar year. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

<u>Row</u>	<u>BA/BS</u>	<u>MA/MS</u>
<u>A</u>	<u>\$41,500</u>	<u>\$43,500</u>
<u>B</u>	<u>\$42,500</u>	<u>\$44,500</u>
<u>C</u>	<u>\$43,500</u>	<u>\$45,500</u>
<u>D</u>	<u>\$44,500</u>	<u>\$46,500</u>
<u>E</u>	<u>\$45,500</u>	<u>\$47,500</u>
<u>F</u>	<u>\$46,500</u>	<u>\$48,500</u>
<u>G</u>	<u>\$47,500</u>	<u>\$49,500</u>
<u>H</u>	<u>\$48,500</u>	<u>\$50,500</u>
<u>I</u>	<u>\$49,500</u>	<u>\$51,500</u>
<u>J</u>	<u>\$50,500</u>	<u>\$52,500</u>
<u>K</u>	<u>\$51,500</u>	<u>\$53,500</u>
<u>L</u>	<u>\$52,500</u>	<u>\$54,500</u>
<u>M</u>	<u>\$53,500</u>	<u>\$55,500</u>
<u>N</u>	<u>\$54,500</u>	<u>\$56,500</u>
<u>O</u>	<u>\$55,500</u>	<u>\$57,500</u>
<u>P</u>	<u>\$56,500</u>	<u>\$58,500</u>
<u>Q</u>	<u>\$57,500</u>	<u>\$59,500</u>
<u>R</u>	<u>\$58,500</u>	<u>\$60,500</u>
<u>S</u>	<u>\$59,500</u>	<u>\$61,500</u>
<u>T</u>	<u>\$60,500</u>	<u>\$62,500</u>
<u>U</u>	<u>\$61,500</u>	<u>\$63,500</u>
<u>V</u>	<u>\$62,500</u>	<u>\$64,500</u>
<u>W</u>	<u>\$63,500</u>	<u>\$65,500</u>
<u>X</u>	<u>\$64,500</u>	<u>\$66,500</u>
<u>Y</u>	<u>\$65,500</u>	<u>\$67,500</u>
<u>Z</u>	<u>\$66,500</u>	<u>\$68,500</u>

AA	\$67,500	\$69,500
BB	\$68,500	\$70,500
CC	\$69,500	\$71,500
DD	\$70,500	\$72,500
EE	\$71,500	\$73,500
FF	\$72,500	\$74,500

Step	Experience* as Social Worker	Salary with Bachelors Degree	Salary with Masters Degree
1	Less than 1 year	35,125	38,136
2	1 year or more, but less than 3 years	37,126	40,137
3	3 years or more, but less than 5 years	38,636	41,806
4	5 years or more, but less than 7 years	40,137	43,320
5	7 years or more, but less than 9 years	41,806	44,819
6	9 years or more, but less than 11 years	43,320	46,315
7	11 years or more, but less than 13 years	44,819	47,824
8	13 years or more, but less than 15 years	46,315	48,735
9	15 years or more	47,824	50,246

- A. ~~*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. In the event 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. ~~a~~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.

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

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 **(attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.)**. 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

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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

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

Revised 11/24/20

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN
Code	po3422.12S
Status	
Adopted	December 20, 2016
Last Revised	October 25, 2022
Last Reviewed	November 22, 2022

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, 2023~~ ~~July 1, 2022~~. 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	2625 .29 - 3130 .92
Transportation Trainer/Dispatcher	2221 .28 - 2524 .66
Food Service Supervisor of Truck Drivers	2221 .29 - 2524 .66
Food Service Truck Driver	1817 .35 - 2120 .37
Food Service Receiving/Supply	1817 .35 - 2120 .37
Supervisor of Building Services	2322 .33 - 2827 .19
Food Service Support Specialist	2019 .48 - 2726 .76
Assistant to the Food Service Director for Secondary Schools	2019 .48 - 2726 .76
Food Service Bids & Commodity Coordinator	1918 .61 - 2928 .35
Culinary Event Coordinator	1918 .61 - 2928 .35
Assistant to the Food Service Director for Elementary Schools	2019 .48 - 2726 .76
Production Coordinator	2221 .28 - 2524 .66
Transportation Route/Driver Coordinator	2221 .28 - 2524 .66
Transportation Clerk	1716 .59 - 1918 .11
Adult/Community Education Non-Contract Teachers	36.23 *
Building Community Education Coordinator	3029 .23 - 3736 .22
Radio Station Staff Announcer	1110 .72 - 1514 .69
Radio Station Development Assistant	1312 .25 - 1918 .82
School Security Officer	3231 .87
Federally Funded Pupil/Program/Parent Support Person	2221 .25 - 3130 .36
Federally Funded Building Translator/Interpreter	2221 .25 - 3130 .36
Federally Funded Building Translator/Parent Liaison	1716 .94 - 2120 .92
School Parent/Community Liaison	2221 .25 - 3130 .36
District Translator	2221 .25 - 3130 .65
Evening Events Supervisor	1716 .40

Federally Funded After-School Organized Activities Leader	14.00
Federally Funded After-School Organized Activities Assistant	9.39
Deaf/Hard of Hearing Educational Interpreter	1817 .73 - 3231 .97
Early College Data Specialist	2726 .00 - 3029 .53
EACC Testing Specialist	2726 .00 - 3029 .53
Manager of After School and Community Programs	3029 .83 - 3837 .98
Campus Security – I	1413 .53 - 2221 .68
Campus Security – II	1615 .57 - 2423 .72
Farm Technician	1716 .30 - 2221 .30

* Hourly rate based on .00113 of the base salary set forth in Appendix B of the 2022-2023 Master Contract (effective October 31, 2022).

POSITION	YEARLY SALARY RANGE
Radio Station Manager	5854 ,867 - 9894 ,250
Radio Station Development Director	5551 ,886 - 8076 ,332
Radio Station Business Account Manager	4541 ,847 - 7975 ,134
Radio Station Program Director	4541 ,847 - 6662 ,095
Radio Station Senior Reporter and Assignment Editor	4036 ,731 - 5551 ,809
Radio Station Operations Manager	3430 ,280 - 5046 ,910
Radio Station Morning Edition Host	3733 ,792 - 5450 ,753
Radio Station Promotions Manager	3834 ,635 - 5349 ,460
Radio Station Membership Manager	4743 ,727 - 6157 ,629
Radio Station Business/Workforce Development Reporter - IPB News	3834 , 820 - 5349 ,430
Radio Station News Director/Reporter	4945 ,000 - 6460 ,000
Olweus Bullying Prevention Program Coordinator	5349 ,825 - 6662 ,170
Education and Engagement Coordinator	4541 ,847 - 7975 ,134
Adult and Community Education Program Manager	7268 ,875 - 8379 ,663
Transition Specialist	4440 ,000 - 6460 ,000
Scheduling Coordinator (11 months)	5955 ,000 - 7470 ,000
Building Services Manager	7470 ,485 - 9490 ,865
Energy and Risk Management Specialist	5955 ,200 - 7975 ,580
Data and Assessment Manager	7268 ,975 - 8379 ,763
Data Specialist	4642 ,584 - 6864 ,489
Communication Specialist	4642 ,584 - 6864 ,489
Substitute Coordinator	4844 ,983 - 5854 ,081
Staff Accountant	4945 ,010 - 6157 ,238
School Psychologist Intern	41,500
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 provide 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

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 the 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 a 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 payment 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 the 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 payment 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 **(attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.)**. 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 the 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 a 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 payments 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 the 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 (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, an 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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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 foregoing prohibition.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

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 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 the approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to the 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 a 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 the 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 days' 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 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 the 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
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Revised 5/8/18
Revised 8/14/18
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Revised 8/25/20
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Revised 4/12/22
Revised 5/10/22
Revised 9/13/22

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED THERAPISTS' COMPENSATION PLAN
 Code po3422.13S
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 Adopted December 13, 2016
 Last Revised December 14, 2021
 Last Reviewed November 22, 2022

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, ~~2023~~2022. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	YEARLY SALARY RANGE
Occupational Therapist	5349 ,681 - 7369 ,337
Occupational Therapist Assistant	5047 ,751 - 6057 ,087
Physical Therapist Assistant	5047 ,751 - 6057 ,087
Board Certified Behavior Analyst (BCBA)	5349 ,681 - 7369 ,337

POSITION	HOURLY WAGE
Physical Therapist	\$48.22 45.72 - \$61.97 59.47
Speech Language Pathology Assistant (SLPA)	\$30.74 28.24 - \$38.33 35.83

Years Regularly Employed by or in the Elkhart Community Schools	Amount of Hourly Career Increment
5 or more, but less than 10	\$.25 20
10 or more, but less than 15	\$.50 30
15 or more, but less than 20	\$.75 50
20 or more	\$1.00 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. ~~a~~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 **(attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.)**. 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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

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

Revised 11/24/20

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	December 14, 2021
Last Reviewed	November 22, 2022

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, ~~2023~~~~2022~~. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	HOURLY WAGE RANGE
Support Technician	1817 .89 - 2827 .23
Service Desk Coordinator	1817 .89 - 2827 .23
Data Systems Analyst	1817 .89 - 2827 .23

POSITION	YEARLY SALARY RANGE
Manager of Infrastructure Services	7268 ,975 - 104100 ,259
Senior Technical Support Manager	7571 ,132 - 105101 ,359
Manager of Enterprise Application Services	7268 ,075 - 10399 ,359
Network Administrator	5349 ,557 - 7268 ,975
Telecommunications System Administrator	5349 ,557 - 7268 ,975
Deployment Administrator	5349 ,557 - 7268 ,975
Infrastructure Services Coordinator	5349 ,557 - 7268 ,975
LMS & Student Data Integration Specialist	5349 ,557 - 7268 ,975
Application Developer	5349 ,557 - 7268 ,975
EAS Support Specialist	5248 ,657 - 7268 ,075

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 (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. **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 (2) 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 (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. ~~a~~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.

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 (1) school year shall be considered excessive and shall be grounds for suspension or termination. Upon written request received by the appropriate administrator, at least two (2) weeks in advance (except in emergencies), unpaid absences of five or less consecutive working days may be approved. The best interests of the school corporation will be considered.

Personal Illness/Family Illness Absence

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

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 **(attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.)**. 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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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 foregoing prohibition.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

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 (1) 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 (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. 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

Revised 1/12/21

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED PERMANENT SUBSTITUTE TEACHERS' COMPENSATION PLAN
Code	po3422.15S
Status	
Adopted	January 1, 2017
Last Revised	December 14, 2021
Last Reviewed	November 22, 2022

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, ~~2023~~~~2022~~. 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
\$ 162,154 per day 180 days plus paid holidays \$ 30,294 28,798	\$ 151,144 per day 180 days plus paid holidays \$ 28,237 26,928	Daily Rate Based on Experience Pursuant to Hiring Schedule

When a District Permanent Substitute teacher is assigned by the Director of Human Resources to a long-term substitute teaching assignment, the District Permanent Substitute teacher shall be paid at the rate of one hundred eighty (\$180.00) dollars per day for fulfilling this assignment. This additional compensation correlates with the additional duties assumed by the employee accepting such an assignment in the areas of lesson planning, participation in PLCs and grade level meetings, parent teacher conferences, etc. The District Permanent Substitute teacher shall revert to their regular rate set forth in this policy when no longer serving in a long-term substitute teaching assignment.

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 (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 Benefit

Permanent Substitute Teachers 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) 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 Permanent Substitute Teachers' 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 Permanent Substitute Teacher 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. Two (2) days' pay for each full year employed by 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 Permanent Substitute Teachers' 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 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.

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 (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.

Section 4. PERSONAL ILLNESS/FAMILY ILLNESS ABSENCES AND LEAVES

Personal Illness/Family Illness Absence

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

Family Illness

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

Job-Related Injury

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

Section 5. PERSONAL LEAVE

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

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

If an employee does not elect to roll two (2) personal business days into the following year, all unused 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 **(attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.)**. 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 (1) 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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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 foregoing 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 10. FOSTER CARE LEAVE

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

SECTION 11. PAID PARENT LEAVE

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

Section ~~12~~¹⁰. 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

Revised 11/24/20

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED LICENSED PRACTICAL NURSES' COMPENSATION PLAN
 Code po3422.16S
 Status
 Adopted July 28, 2020
 Last Revised December 14, 2021
 Last Reviewed November 22, 2022

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, ~~2023~~~~2022~~. 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	1817 .41
2	55 days, but not more than 3 years	2019 .03
3	3 years to 5 years	2120 .65
4	5 years to 7 years	2322 .27
5	7 years and more	2423 .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	\$300 270
10 or more, but less than 15	600 400
15 or more, but less than 20	900 670
20 or more	1,200 935

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 (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 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 **(attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.)**. 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 an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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 foregoing prohibition.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10)

days shall be granted to an individual employee during a twelve (12) month period.

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.

Revised 11/24/20

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED SECRETARIAL/BUSINESS COMPENSATION PLAN
 Code po3422.06S
 Status
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 Last Reviewed November 22, 2022

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

The Board of School Trustees hereby adopts the following wage schedule for secretaries commencing January 1, ~~2023~~~~2022~~. 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	1413 .19	1413 .39	1413 .62	1413 .83	1514 .14	1514 .47	1514 .79	1615 .30	1615 .76	1918 .07
2	55 days – 1 year	1413 .48	1413 .72	1514 .01	1514 .30	1514 .75	1615 .20	1615 .65	1716 .11	1716 .57	1918 .89
3	1 year plus	1413 .83	1514 .15	1514 .47	1514 .79	1615 .25	1615 .72	1716 .06	1716 .52	1817 .04	2019 .37
4	2 years plus	1514 .30	1514 .75	1615 .20	1615 .65	1716 .03	1716 .42	1716 .84	1817 .30	1817 .79	2120 .10
5	3 years plus	1514 .79	1615 .23	1615 .65	1716 .07	1716 .57	1817 .14	1817 .67	1918 .14	1918 .62	2120 .94
6	4 years plus	1615 .65	1716 .03	1716 .42	1716 .84	1817 .34	1817 .90	1918 .45	1918 .93	2019 .40	2221 .71
7	5 years plus	1716 .06	1716 .57	1817 .14	1817 .67	1918 .31	1918 .95	2019 .57	2120 .03	2120 .52	2322 .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 Secretary to Assistant Superintendent of Student Services	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)**	Building Services Office Manager Payroll Assistant Accounts Payable EACC – WVPE Office Manager Director of Transportation

Freshman Academy Principal**	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 English Learners 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.

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 (1) 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 the 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)	\$. 25 ²⁰
ten (10) or more, but less than fifteen (15)	\$. 50 ³⁰
fifteen (15) or more, but less than twenty (20)	\$. 75 ⁵⁰
twenty (20) or more	\$ 1.00 ^{.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 provide 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 (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.

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 the 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 a 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 100% of the annual premium until age sixty (60), and by paying \$1,250 less than 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 (1) 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 payment 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.
- B. Any unused hours will accumulate as personal illness absence to a total of the number of hours equal to 150 workdays. Use of accumulated sick leave by a school year employee terminates at the close of the school year. It cannot be used again unless the employee is employed for the following school year or employed at a later date.

All Secretaries

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

Family Illness Leave

- A. As used in this section, "immediate family" shall mean the 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.

- B. A secretary shall be entitled to the number of hours equal to two (2) paid days for family illness leave per calendar year, provided that such leave shall be for the sole purpose to care for a member of the secretary's immediate family who becomes seriously ill and requires both medical attention by a licensed physician and the care and attention of the secretary. Such medical attention provided may be requested to be verified by a licensed practicing physician. Unused family illness will accumulate as illness absence.
- C. When an emergency medical condition of an employee's immediate family necessitates personal care by the employee for an extended period of time (days), the employee may annually use ten (10) or less days of personal illness to provide such care. This is in addition to family illness provisions already provided.

Job-Related Injury

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

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

(attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.). 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 the 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 a 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 payments 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 an 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 absences when they are subpoenaed to serve on the jury. Such absence shall result in no loss of wages. **When an employee receives notification from the Court canceling a trial, the employee is to report to work or use personal business.** 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 foregoing prohibition.

Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) work days, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

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.

Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the employee's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period

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 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 benefits may not be utilized prior to accrual and approval from the 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.

Revised 1/10/17
 Revised 3/28/17
 Revised 5/23/17
 Revised 7/25/17
 Revised 12/12/17
 Revised 2/17/18
 Revised 5/8/18
 Revised 11/13/18
 Revised 12/18/18
 Revised 3/12/19
 Revised 12/10/19
 Revised 1/14/20
 Revised 11/24/20
 Revised 1/12/21
 Revised 3/9/21
 Revised 3/8/22

MISCELLANEOUS POSITION PAY SCHEDULE

Classification	Position	Amount	Source of Payment
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HIGH SCHOOL FOOTBALL

	Event Supervisor	\$50 per event	ECS Ed Fund
	Tournament Supervisor	\$ 100 per event	ECS Ed Fund

Adult

	Fire Fighter	\$30 per hour	ECS Ed Fund
	Usher	\$50 per game	HS Athletic Dept.
	Ticket Sellers/Takers	\$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

HIGH SCHOOL BASKETBALL

(Games at North Side and Tournaments)

	Event Supervisor	\$50 per event	ECS Ed Fund
	Tournament Supervisor	\$100 per event	ECS Ed Fund

Adult

	Fire Fighter	\$30 per hour	ECS Ed Fund
	Usher	\$50 per game	HS Athletic Dept
	Ticket Sellers/Takers	\$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

Classification	Position	Amount	Source of Payment
<u>HIGH SCHOOL ATHLETICS</u>			
	Event Supervisor		
	Volleyball		ECS Ed Fund
	Varsity/JV/freshman	\$50 per event	ECS Ed Fund
	Freshmen Pool Play	\$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
	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

Classification	Position	Amount	Source of Payment
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NON-ATHLETIC EVENTS (ECS RENTALS, MISCELLANEOUS ASSIGNMENTS)

Adult

	Electronic Technical Services (Soundboard/Light Board)	\$25.00 per hour	ECS Ed Fund
*	Building Rental	\$14.50 per hour (<i>per teachers contract</i>)	ECS Ed Fund
	Fire Fighter	\$30 per hour	ECS Ed Fund
	Elkhart Academy Police	\$40 per hour	ECS Ed Fund
	Usher	\$8 per hour	ECS Ed Fund
	Ticket Seller/Taker	\$12 per hour	ECS Ed Fund
	Parking Director	\$17 per hour	ECS Ed Fund
	Parking Attendant	\$15 per hour	ECS Ed Fund
	Substitute Custodian	\$13 14.19 per hour	ECS Ed Fund
*	Intramurals	\$8.25 per hour	ECS Ed Fund
	Food Service Sub	\$11.00 12.25 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	\$8.00 per hour	ECS Ed Fund
	Usher	\$8.00 per hour	ECS Ed Fund
	Ticket Taker	\$8.00 per hour	ECS Ed Fund
	Cloakroom Attendant	\$8.00 per hour	ECS Ed Fund
	WVPE Student Intern	\$750.00 per semester	WVPE 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

~~September 27, 2022~~ November 22, 2022

ACCOUNT BALANCES/INVESTMENT DETAIL
October 2022

CASH:

Petty Cash	\$	500.00
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BANK ACCOUNTS:

Teachers Credit Union	\$	2,986,116.98
Lake City Bank – Accounts Payable		(2,347,160.50)
Lake City Bank – Payroll Account		(403,058.41)
Lake City Bank – Flex Account		74,521.09
Lake City Bank – Merchant Account		-
Lake City Bank – Prepaid Lunch		1,627,446.79
Lake City Bank – Deposit Account		29,762,950.49
Lake City Bank – Book Rental		-
BMO Harris Bank (UMR insurance)		407,420.00

INVESTMENTS:

Certificate of Deposit		-
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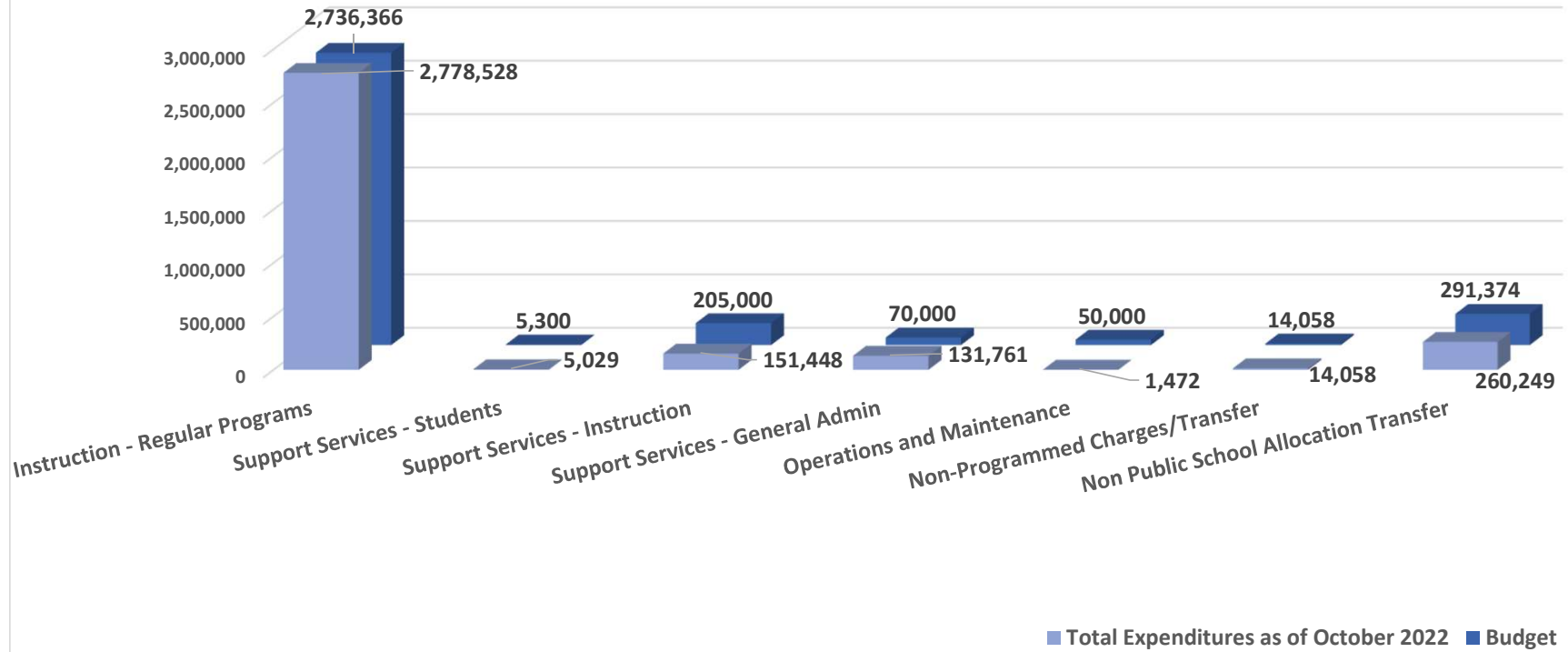
\$ 32,108,736.44

ESSER I Utilization Review

<i>Total Expenditures as of October 2022</i>	<i>Total % of Allocation Expended</i>	<i>Account</i>	<i>Budget</i>	<i>% of total Budget</i>
2,778,528.03	101.54%	Instruction - Regular Programs	\$2,736,365.57	81.15%
5,028.75	94.88%	Support Services - Students	\$5,300.00	0.16%
151,448.43	73.88%	Support Services - Instruction	\$205,000.00	6.08%
131,761.12	188.23%	Support Services - General Admin	\$70,000.00	2.08%
1,472.00	2.94%	Operations and Maintenance	\$50,000.00	1.48%
14,057.60	100.00%	Non-Programmed Charges/Transfer	\$14,057.60	0.42%
260,248.99	89.32%	Non Public School Allocation Transfer	\$291,374.40	8.64%
3,342,544.92	99.12%		\$3,372,097.57	100.00%

Expenditures incurred during October 2022 consisted of technology secured by the Boys & Girls Club and St. Vincent School per budgeted allocations.

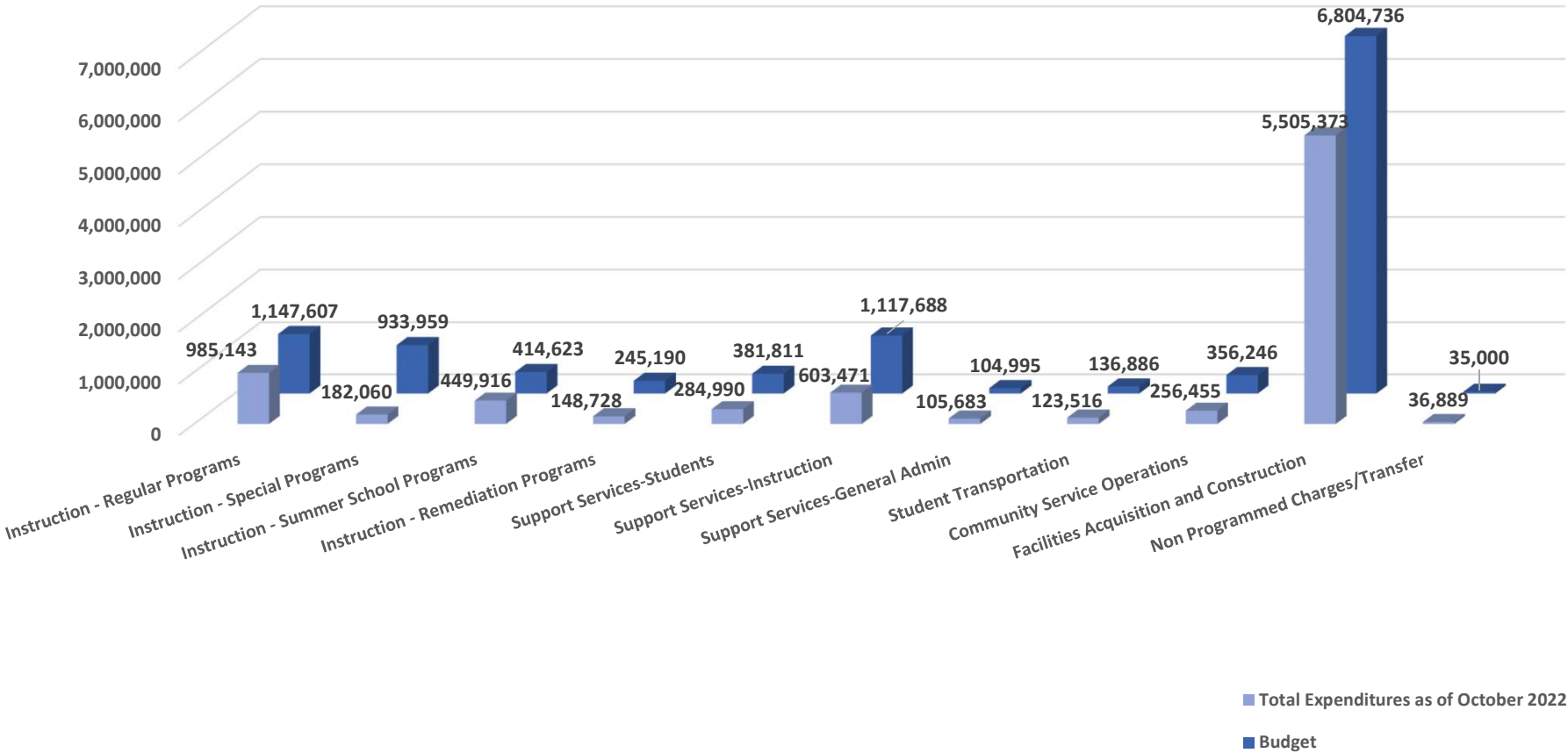
ESSER I - Expenditure to Budget as of 10/31/22



ESSER II - Utilization Review

<i>Total Expenditures as of October 2022</i>	<i>Total % of Allocation Expended</i>	<i>Account</i>	<i>Budget</i>
\$985,142.54	85.84%	Instruction - Regular Programs	\$1,147,607.00
\$182,059.67	19.49%	Instruction - Special Programs	\$933,959.00
\$449,915.92	108.51%	Instruction - Summer School Programs	\$414,623.00
\$148,727.53	60.66%	Instruction - Remediation Programs	\$245,190.00
\$284,990.03	74.64%	Support Services-Students	\$381,811.00
\$603,470.78	53.99%	Support Services-Instruction	\$1,117,687.89
\$105,683.07	100.66%	Support Services-General Admin	\$104,995.00
\$123,515.71	90.23%	Student Transportation	\$136,886.00
\$256,455.00	71.99%	Community Service Operations	\$356,246.00
\$5,505,372.80	80.91%	Facilities Acquisition and Construction	\$6,804,736.00
\$36,889.34	105.40%	Non Programmed Charges/Transfer	\$35,000.00
8,682,222.39	74.34%		\$11,678,740.89

ESSER II - Expenditure to Budget as of 10/31/22

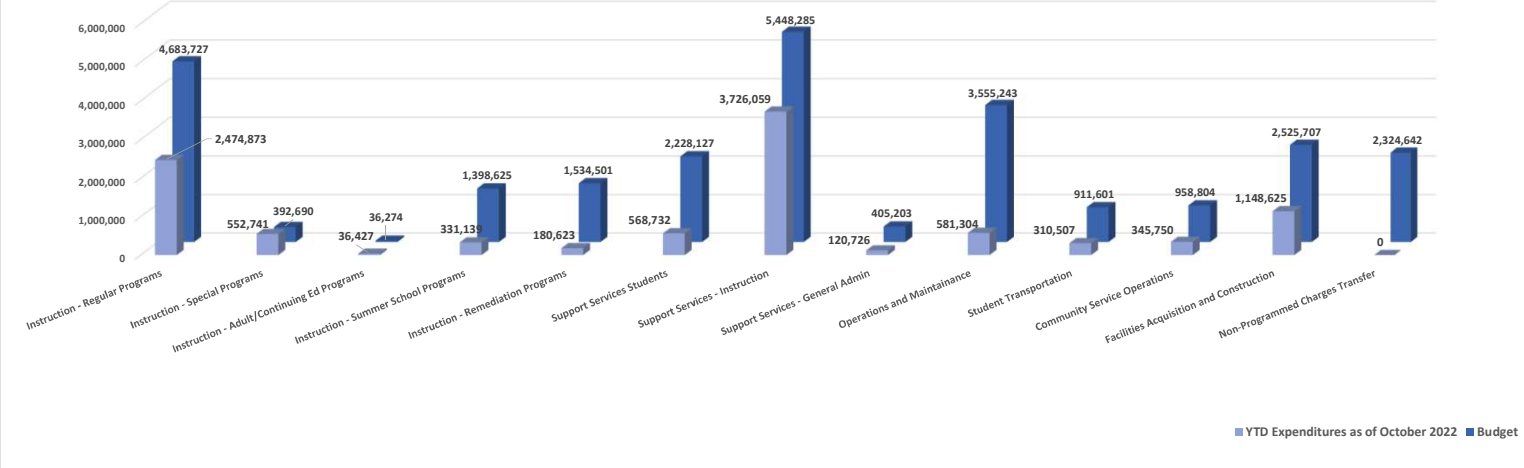


ESSER III - Utilization Review

YTD Expenditures as of October 2022	Total % of Allocation Expended	Account	Budget	% of Total Budget
2,474,873.38	52.84%	Instruction - Regular Programs	\$4,683,726.72	17.74%
552,740.64	140.76%	Instruction - Special Programs	\$392,690.00	1.49%
36,426.94	100.42%	Instruction - Adult/Continuing Ed Programs	\$36,274.00	0.14%
331,138.92	23.68%	Instruction - Summer School Programs	\$1,398,625.00	5.30%
180,622.51	11.77%	Instruction - Remediation Programs	\$1,534,501.00	5.81%
568,732.18	25.53%	Support Services Students	2,228,127.00	8.44%
3,726,058.77	68.39%	Support Services - Instruction	5,448,285.00	20.63%
120,726.25	29.79%	Support Services - General Admin	405,203.00	1.53%
581,304.32	16.35%	Operations and Maintainance	3,555,243.00	13.47%
310,506.75	34.06%	Student Transportation	911,601.00	3.45%
345,750.38	36.06%	Community Service Operations	958,804.00	3.63%
1,148,624.67	45.48%	Facilities Acquisition and Construction	\$2,525,707.00	9.57%
0.00	0.00%	Non-Programmed Charges Transfer	\$2,324,642.00	8.80%
\$10,377,505.71	39.30%		\$26,403,428.72	100.00%

Expenditures for October 2022 consisted of salaries/benefits, professional development, and supplies for budgeted programming.

ESSER III - Expenditure to Budget as of 10/31/2022



Medical Plan Experience

October 2022

	<u>Cur Mo</u>	<u>Cur Mo Pr Yr</u>	<u>Chg</u>	<u>YTD Cur</u>	<u>YTD Pr</u>	<u>Chg</u>
UMR Medical	\$ 24,448	\$ 555,902	\$ (531,454)	\$ 1,033,033	\$ 6,684,413	\$ (5,651,380)
Anthem Medical	\$ 803,511	\$ -	\$ 803,511	\$ 4,836,847	\$ -	\$ 4,836,847
CVS Rx	\$ 272,707	\$ 227,867	\$ 44,840	\$ 1,782,550	\$ 1,666,088	\$ 116,462
Rx Rebate	\$ -	\$ -	\$ -	\$ (524,418)	\$ (587,767)	\$ 63,349
Less Amt Above Stop Loss	\$ (364)	\$ (33,278)	\$ 32,914	\$ (13,453)	\$ (33,278)	\$ 19,825
Claim Cost Total	\$ 1,100,302	\$ 750,491	\$ 349,811	\$ 7,114,559	\$ 7,729,456	\$ (614,897)
Expected Claim Cost	\$ 842,683	\$ 818,520	\$ 24,163	\$ 8,608,506	\$ 8,650,639	\$ (42,133)
Claims vs. Expected	\$ 257,619	\$ (68,029)		\$ (1,493,947)	\$ (921,183)	
Non Claim Costs (administration, clinic, pharmacy, stop-loss)	\$ 202,113	\$ 187,473	\$ 14,640	\$ 2,182,213	\$ 2,045,527	\$ 136,686
Total Cost (Claim + Non-claim)	\$ 1,302,415	\$ 937,964		\$ 9,296,772	\$ 9,774,983	
Enrollment	984	971		10,086	10,271	
Cost Per Employee Per Month (PEPM)	\$ 1,323.59	\$ 965.98		\$ 921.75	\$ 951.71	-3.1%
Paid Claims Per Employee				\$ 705.39	\$ 752.55	-6.3%