

NOTICE OF EXECUTIVE SESSION  
OF THE  
BOARD OF SCHOOL TRUSTEES

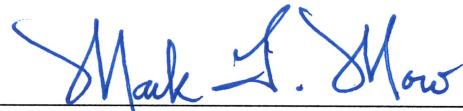
Elkhart Community Schools  
Elkhart, Indiana

Date: Tuesday, November 28, 2023

Time: 5:30 p.m.

Purpose: Reference Indiana Code Section 5-14-1.5-6.1-(b)-  
(6) With respect to any individual over whom the governing  
body has jurisdiction.

Location: J.C. Rice Educational Services Center  
2720 California Road  
Elkhart, Indiana 46514

A handwritten signature in blue ink, appearing to read "Mark L. How", is written over a horizontal line.

Superintendent of Schools

Posted and electronically delivered  
to News Media on Wednesday,  
November 22, 2023 and electronically  
delivered to Board Members and School  
Attorney on Wednesday, November 22, 2023.

PUBLIC WORK SESSION  
OF THE  
BOARD OF SCHOOL TRUSTEES  
Elkhart Community Schools  
Elkhart, Indiana

**NOTICE OF MEETING CANCELLATION**

Date: Tuesday, November 28, 2023  
Time: 6:00 p.m.  
Location: J.C. Rice Educational Services Center  
2720 California Road  
Elkhart, Indiana 46514



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Superintendent of Schools

Posted and electronically delivered  
to News Media on Wednesday,  
November 22, 2023 and electronically  
delivered to Board Members and School  
Attorney on Wednesday, November 22, 2023.

NOTICE OF EXECUTIVE SESSION  
OF THE  
BOARD OF SCHOOL TRUSTEES

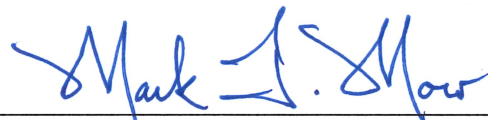
Elkhart Community Schools  
Elkhart, Indiana

Date: Tuesday, November 28, 2023

Time: Immediately following the Board Meeting

Purpose: Reference Indiana Code Section 5-14-1.5-6.1-(b)-  
(6) With respect to any individual over whom the governing  
body has jurisdiction.

Location: J.C. Rice Educational Services Center  
2720 California Road  
Elkhart, Indiana 46514

  
\_\_\_\_\_  
Superintendent of Schools

Posted and electronically delivered  
to News Media on Wednesday,  
November 22, 2023 and electronically  
delivered to Board Members and School  
Attorney on Wednesday, November 22, 2023.

AGENDA FOR  
BOARD OF SCHOOL TRUSTEES  
REGULAR MEETING

Elkhart Community Schools  
Elkhart, Indiana

November 28, 2023

CALENDAR

Nov	28	5:30 p.m.	Executive Session, J.C. Rice Educational Services Center
Nov	28	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Nov	28	Immediately Following	Executive Session, J.C. Rice Educational Services Center
Dec	12	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Dec	12	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

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- A. CALL TO ORDER
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. MOMENT OF PRIDE
- E. CONSENT ITEMS:

- Minutes – November 10, 2023 – Special Board Meeting
  - Minutes – November 14, 2023 – Regular Board Meeting
  - Claims
  - Fundraisers
  - Gift Acceptances
  - Conference Leaves
  - Grants
  - Personnel Report
  - Employment

- F. NEW BUSINESS

Proposal for Construction Manager – The Business Office recommends approval of a Request for Proposals ("RFP") for Construction Manager as Constructor for the 2023-2024 Additions and Renovations as presented, including work at the Elkhart Area Career Center ("EACC"), EACC Annex, and Elkhart High School as prepared by J. Lake Architecture & Design and dated November 28, 2023; and authorize Chief Operating Officer, Tony Gianesi, to publicly advertise the RFP for release to prospective Respondents.



Proposal for Evaluation Committee – The Business Office recommends approval of the members of the Evaluation Committee as presented, and authorize the Evaluation Committee to receive, review, score, and evaluate the Proposals received by prospective Respondents to the RFP, and to make future recommendations to the Board for selection of a firm to serve as the Construction Manager as Constructor and enter into a Contract for Pre-Construction Services.

2024-2025 School Calendar – The administration presents the proposed 2024-2025 School Calendar for initial consideration.

New Course Proposal – The administration presents the following proposed new course offering for Board review: Indiana University/ACP POLYS-Y 103 Introduction to American Politics.

Administrative Conflict of Interest – Elkhart Community School's administrator discloses potential conflict of interest statement.

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

- 3422.01S – Food Service Employees' Compensation Plan
- 3422.02S – Mechanics' Compensation Plan
- 3422.03S – Bus Drivers' Compensation Plan
- 3422.04S – Bus Helpers' Compensation Plan
- 3422.05S – Support Staff Salary Schedule
- 3422.06S – Secretarial/Business Compensation Plan
- 3422.07S – Executive Assistants' Salary Schedule
- 3422.08S – 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 – Licensed Practical Nurses' Compensation Plan

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).

Financial Report – October 2023

Insurance Update

#### G. OLD BUSINESS

Board Policy 3421.01A – Professional Staff Contracts and Compensation Plans (Administrators) – The Administration proposed revisions to Board Policy 3421.01A – Professional Staff Contracts and Compensation Plans (Administrators).

#### H. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

I. ADJOURNMENT

MINUTES  
OF THE SPECIAL MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana

November 10, 2023

J.C. Rice Educational Services Center, 2720 California Road, Elkhart  
– at 8:45 a.m.

Place/Time

Roll Call

Board Members  
Present:

Dacey S. Davis  
Troy E. Scott

Jeffrey S. Bliler  
Mike Burnett  
Kellie L. Mullins  
Anne M. VonDerVellen

Via Electronic  
Communication:

Douglas K. Weaver

Board President Dacey Davis called the regular meeting of the Board  
of School Trustees to order.

Call to  
Order

Ms. Davis discussed the invitation to speak protocol.

The Board reviewed the tentative agreement to the Master contract expiring  
June 30, 2024 with the Elkhart Teacher's Association (ETA). A complete  
copy of the Master contract, incorporating the terms of the tentative  
agreement was posted, as required by IC §20-29-6-19, on the district  
website, November 7 at 8:45 a.m.

Review of  
Tentative  
Agreement

Doug Thorne, District Counsel/Chief of Staff, highlighted the proposed  
changes which included the following: an increase in compensation based  
on teachers receiving an effective or highly effective evaluation rating;  
movement of one level on the salary schedule for teachers with an  
evaluation rating of effective or highly effective; teachers who earned a  
content area master's degree subsequent to November 15, 2022 shall move  
to the master's degree column; teachers employed for more than one  
hundred and twenty (120) days during the prior school term shall advance  
one level; levels on the salary schedule increased by \$500; teachers who  
received improvement necessary or ineffective evaluation rating are not  
entitled to an increase in compensation; newly hired teachers with no prior  
experience have a starting salary of \$44,000; newly hired teachers with a  
master's degree and no prior experience have a starting salary of \$47,000;  
the district will cover seventy-five (75%) percent of the premium increase  
for health insurance; added a retention stipend; improved the attendance  
incentive; increased the professional development rate; added the  
reimbursement of fees paid to the Indiana Department of Education for  
license renewal; and added a contract provision of binding arbitration for

grievances related to the interpretation of the master contract. This agreement will expire on June 30, 2024.

In response to Board inquiry, Mr. Thorne and Kevin Scott, Chief Financial Officer, explained the plan options were reduced from four (4) plans to two (2) plans and there were changes to the deductible; therefore, each employee will be impacted differently. There is a benefits guide and informational video available online at [www.elkhart.k12.in.us](http://www.elkhart.k12.in.us) and Board members will be provided additional information in their packet for the November 14, 2023 Board meeting.

In response to Board inquiry, Mr. Thorne explained the Hiring Schedule is only used at the time of hire.

The meeting adjourned at approximately 9:04 a.m.

Adjournment

APPROVED:

Signatures

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Dacey S. Davis, President

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Troy E. Scott, Vice President

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Douglas K. Weaver, Secretary

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Jeffrey S. Bliler, Member

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Mike Burnett, Member

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Kellie L. Mullins, Member

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Anne M. VonDerVellen, Member

MINUTES  
OF THE REGULAR MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana

November 14, 2023

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 7:03 p.m.	Place/Time
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Board Members Present:	Dacey S. Davis Troy E. Scott Douglas K. Weaver	Mike Burnett Kellie L. Mullins Anne M. VonDerVellen	Roll Call
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Absent:	Jeffrey S. Bliler
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Board President Dacey Davis called the regular meeting of the Board of School Trustees to order.	Call to Order
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Board Member Kellie Mullins recited the Elkhart Promise.	The Elkhart Promise
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Ms. Davis discussed the invitation to speak protocol.

By unanimous action, the Board approved the following consent items:	Consent Items
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Minutes – October 24, 2023 – Regular Board Meeting	Minutes
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Payment of claims totaling \$10,023,768.53 as shown on the November 14, 2023, claims listing. (Codified File 2324-058)	Payment of Claims
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Proposed school fundraisers in accordance with Board policy. (Codified File 2324-059)	Fundraisers
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Accepted the following extra-curricular purchase requests: Elkhart High School (EHS) Athletics Extra-Curricular Account to purchase a TV system for the Athletic Commons area totaling \$10,040.49.	Extra-Curricular Purchase
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The following donations were made to Elkhart Community Schools (ECS): \$1,500 from the Community Foundation of Elkhart County to Pierre Moran to assist with the cost of supplies for the 21 <sup>st</sup> Scholarship Night; \$3,000 from Laura and Billy Cronkhite II to EHS to be used to help fund snacks,	Gift Acceptances
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clothing, gift cards, or other items needed for students; \$1,000 from OBECO, Inc. to EHS Girls Basketball Team to be used to assist with the growth and development of the team; \$500 from Arvis Dawson to EHS Girls Basketball Team to be used to assist with the growth and development of the team; \$1,000 from J. A. Wagner Construction, Inc. to EHS Wrestling Team to be used to assist with the growth and development of the team; \$1,000 from Genesis Products, LLC to the EHS Wrestling Team to be used to assist with the growth and development of the team; \$10,000 from Patrick Industries, care of Andrew Nemeth, to Mary Daly to purchase materials for new carpet and paint in the teachers' lounge as well as fund class field trips; \$100 from an anonymous donor to Pierre Moran to be used to support the music program; \$1,000 from the Tolson Center of Community Excellence to Pierre Moran to be used to assist with the cost of supplies for the 21<sup>st</sup> Scholarship Night; and donation of set equipment including two (2) wall panels, two (2) green screen walls, a news desk, a wheeled editing desk, two (2) robotic cameras, two (2) motorized tripods, two (2) prompter hoods, two (2) program monitors, two (2) pigtail wire casings, a camera controller, three (3) curved set panels, and a sports desk set from WSBT-TV, care of Scott Leiter, to the Elkhart Area Career Center (EACC) Audio/Video class to be used to create a news studio in the classroom for student training purposes.

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the November 14, 2023 listings. (Codified File 2324-060)

Conference  
Leave Requests

Confirmed overnight trip request for the EACC AG/Motorcycle/Outdoor Power Technology class to travel to Indianapolis, Indiana to participate in the National Finals Hot Rodders of Tomorrow competition on December 5 - 9, 2023.

Overnight Trip  
Request

Submission of the following grant: AEP Teacher STEM Grant hosted by American Electric Power (I&M) in the amount of \$500 to be used to purchase rocket motors for the Rocketry Team. (Codified File 2324-061)

Grant

Employment of the following three (3) certified staff effective on dates indicated:

Personnel Report

Amanda Davis – Grade 3 at Bristol, 10/31/23  
Alexandria Hollingsworth – Kindergarten at Bristol, 11/6/23  
Madelynn Miller – Mathematics at West Side, 11/9/23

Certified  
Employment

Employment of the following twenty (20) classified employees effective on dates indicated:

Classified  
Employment

Jessica Burt – Secretary at Eastwood, 11/13/23  
Elizabeth Cramer – Bus Helper at Transportation, 11/6/23  
Julie Davis – Food Service at North Side, 11/7/23  
Hannah Diver – Food Service at Bristol, 11/6/23  
Gregory Dybas, Jr. – Bus Driver at Transportation, 10/26/23  
James Edwards – Food Service Administration at Food Service, 11/6/23  
Cassandra Foard-Anglemyer – Bus Helper at Transportation, 11/13/23  
Christina Gillis – Registered Behavior Technician at PACE, 11/1/23  
Amanda Herring – Food Service at Commissary, 10/30/23  
Denise Johnson – Food Service at West Side, 11/6/23  
Stacy Johnson – Food Service at Eastwood, 11/13/23  
Joshlyn Kauffman – Food Service at Feeser, 11/14/23  
Sandra Mondragon Lara – Secretary at ESC, 11/13/23  
Anita Mulato – Bus Driver at Transportation, 10/30/23  
Sharisse Nelson – Bus Helper at Transportation, 11/13/23  
Rebecca Ruch – Registered Behavior Technician at Eastwood, 11/6/23  
Samantha Todd – Secretary at ESC, 11/13/23  
Erick Villegas-Garay – Speech Language Pathology Assistant at Eastwood, 11/13/23  
Roosevelt Washington, Jr. – Bus Helper at Transportation, 11/1/23  
Karen Young – Paraprofessional at Freshman Division, 11/1/23

Unpaid leave for the following two (2) classified employees, effective on dates indicated:

Classified  
Leaves

David Griffis – Food Service at Osolo, beginning 10/16/23 and ending 12/21/23  
Yalunka Washington – Paraprofessional at North Side, beginning 10/16/23 and ending 10/21/23

Resignation of the following one (1) classified employee, effective on dates indicated:

Classified  
Resignations

Madison Bartley – Paraprofessional at Elkhart High, 11/17/23



<p>Employment of the following three (3) classified employees effective on dates indicated:</p> <p style="padding-left: 40px;">Nancy Conner House – Bus Helper at Transportation, 11/15/23</p> <p style="padding-left: 40px;">April Garner – Food Service at North Side, 11/15/23</p> <p style="padding-left: 40px;">Jordyn Stepp – Food Service at Food Service Administration, 11/15/23</p>	Classified Employment
<p>By unanimous action, the Board approved the tentative agreement with the Elkhart Teacher’s Association (ETA) for a Master agreement expiring June 30, 2024. A tentative agreement was reached on October 16, 2023. A complete copy of the Master contract, incorporating the terms of the tentative agreement was posted, as required by IC §20-29-6-19, on the district website Tuesday, November 7 at 7:30 a.m., and the Board met to discuss the proposed tentative agreement during a Special Meeting, noticed pursuant to IC §5-14-1.5-5, on Friday, November 7. The tentative agreement was ratified by members of the ETA on Friday, October 27. (Codified File 2324-062)</p>	Tentative Agreement
<p>By unanimous action, the Board approved Elkhart Area Career Center Agreements for 2023–2024 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 2324-063)</p>	Elkhart Area Career Center Agreements
<p>Doug Thorne, District Counsel/Chief of Staff, presented proposed revisions to Board Policy 3421.01A – Professional Staff Contracts and Compensation Plans (Administrators) for initial consideration. The proposed compensation plan provides for a \$2,500 increase in the salary ranges for administrative positions which is equivalent to the increase in the base salary for teachers; an increase in the daily rate paid to less than twelve (12) month administrators when performing duties outside of their scheduled work calendar; and the authorization for twelve (12) month administrators to work from home when schools are closed due to inclement weather. In addition, two (2) administrative positions, Freshman Division Principal and Principal, Alternative Education/Emotional Disability Program, which currently exist but were not shown on the schedule are recommended to be added to the schedule. Also, the new position of Supervisor of Early Childhood has been added to the schedule. Copies of the position descriptions have been included in the Board packet.</p>	Board Policy 3421.01A
<p>In response to Board member inquiry, Mr. Thorne confirmed there was only one (1) new administrative position, Supervisor of Early</p>	

Childhood. The other two (2) were current positions which were redefined.

Mr. Thorne presented proposed revisions to Administrative Regulation DLC – Expense Reimbursements, as presented during the October 28, 2023 Board meeting, for final review. There were no further questions or comments.

Administrative  
Regulation DLC

An audience member expressed concerns about the principalship at Eastwood.

From the  
Audience

An audience member spoke about issues at Transportation.

Superintendent Mow reminded Board Members of their next Regular Board Meeting at 7:00 p.m. on November 28, 2023.

From the  
Superintendent

Ms. Davis announced the Board will hold first round interviews for the position of Superintendent on November 17, 2023, interviewing six (6) candidates. The Board will then narrow it down to two (2) candidates with final interviews taking place on December 1, 2023.

From the  
Board

The meeting adjourned at approximately 7:20 p.m.

Adjournment

APPROVED:

Signatures

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Dacey S. Davis, President

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Troy E. Scott, Vice President

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Douglas K. Weaver, Secretary

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Jeffrey S. Bliler, Member

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Mike Burnett, Member

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Kellie L. Mullins, Member

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Anne M. VonDerVellen, Member

School	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
West Side - Student Council	Students will sell Butter Braid pastries to raise funds for a possible guest visit in March.	11/28/2023 - 12/12/2023	11/16/2023	Anthony Venable
Mary Feeser - Student Council	Students Council will host a chapstick sale to raise money for student activities, classroom contests prizes, and to support the Mary Feeser wish list for students.	1/17/2024 - 1/19/2024	11/7/2023	Kerry Gianesi
Mary Feeser - Student Council	Students Council will host a Valentine's Day flower sale to raise money for student activities, classroom contests prizes, and to support the Mary Feeser wish list for students.	1/22/2024 - 1/26/2024	11/7/2023	Kerry Gianesi
Mary Feeser - Student Council	Students Council will host a fuzzy pencil sale to raise money for school events and to support the Mary Feeser wish list for students.	5/7/2024 - 5/9/2024	11/7/2023	Kerry Gianesi
	<b>Please note the following fundraisers are presented for confirmation only.</b>			
Elkhart High - NHS	NHS will be selling concessions at the district Spell Bowl. Funds will be used for NHS fees, student rewards and student gifts.	11/13/2023	11/10/2023	Jeff Miller & Linda Fine
Elkhart High - Asian Pop Appreciation Club	The club will sell tickets for a gift basket or gift card. Proceeds will be used on club expenses.	11/20/2023 - 11/21/2023	11/10/2023	Holli Ness
Pierre Moran - Cheerleading Team	Students will sell freeze dried candies from Mads Freeze Candies Inc. Proceeds from the sale will be used to purchase new uniforms and mats.	11/15/2023 - 12/15/2023	11/10/2023	Madison Mallot



Kevin Segner  
1900 E. Jackson Blvd.  
Elkhart, IN 46516

## Elkhart, Indiana

RE: **November 28, 2023 - Board of School Trustees Meeting**

B Sakly  
11/21/23

[illegible]

<p><b>2023 PROMISE NEIGHBORHOODS &amp; FULL SERVICE COMMUNITY SCHOOLS NATIONAL CONFERENCE</b></p> <p>This conference is a grant required national network conference with sessions including: (1) Designing Innovative Programs to Support Learners and Transform Communities, (2) Promoting Equity Through Place-Based Programming, (3) Applying Data Evaluation Techniques and Approaches, (4) Generating Systems-Level Change, (5) Developing Communication Strategies to Drive Community Change, (6) Building Robust Full-Service Community School Programs, (7) Planning session to address the four pillars, program indicators and measures of community schools, (8) Program sustainability, collaborative leadership and practices, and coordinating program services. Information gained at this conference will be shared with the FSCS grant leadership team, principals and site coordinators.</p> <p>Washington DC December 11-14, 2023</p> <p>BRIAN CROUSE - ESC (0-0)</p>	<p>\$1,280.44</p> <p><i>Title IV Com Schools</i></p>	<p>\$0.00</p>
<p><b>THE MIDWEST CLINIC</b></p> <p>This conference will provide current best practice and innovative teaching techniques in music education by nationally and world-renowned experts in instrumental music education.</p> <p>Chicago, IL December 20 - 22, 2023</p> <p>SANDRA CARNALL - NSMS (0-0) TIM CARNALL - WSMS (0-0) RILEY GIRTON - WSMS (0-0) ROSS WECKESSER - EHS (0-0) KYLE WEIRICH - EHS (0-0) LAUREN WEIRICH - EHS FRESHMAN (0-0) BRET WINTERNEIMER - EHS (0-0)</p>	<p>\$3,809.67</p> <p><i>ESSER III</i></p>	<p>\$0.00</p>
<p><b>INDIANA MUSIC EDUCATION ASSOCIATION PROFESSIONAL DEVELOPMENT CONFERENCE</b></p> <p>This conference is specifically designed for music educators. The conference will provide best practice as well as new and innovative ideas for the music classroom.</p> <p>Fort Wayne, IN January 12-13, 2023</p> <p>NATHAN BERKEY - PMMS (1-1) CHRIS BEYER - ROOSEVELT (0-0)</p>	<p>\$3,879.08</p>	<p>\$0.00</p>

MATT BROWN - EHS (0-0)		
DAVE ELLIOTT - EHS (0-0)		
CAROLYN KELLEY - ROOSEVELT (0-0)		
STEPHANIE RAPPATTA - WSMS (0-0)		
JEFFREY REINERT - EHS (0-0)		
JEANETTE SAGARSEE - RIVERVIEW (0-0)		
ALEXANDER SEYMOUR - EHS FRESH (0-0)		
EVAMARIE YOUNG-RAY - EHS (0-0)	ESSER III	
<b>FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)</b>		
	<b>\$17,171.80</b>	<b>\$0.00</b>
2022 YEAR-TO-DATE EDUCATION FUNDS	\$22,516.62	\$2,755.00
2023 YEAR-TO-DATE EDUCATION FUNDS	\$14,432.66	\$475.00
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	\$315,299.00	\$4,465.00
2023 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$548,230.19</b>	<b>\$13,870.00</b>

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





ELKHART AREA CAREER CENTER

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**To:** Board of School Trustees

**From:** Brandon Eakins, EACC Director *BE*

**Date:** November 15, 2023

**Employer Sponsored Childcare Grant-late request**

We recently submitted a grant request that did not meet the pre established deadlines for board approval and wanted to provide some context. The Employer Sponsored Childcare Grant was made public on November 2, 2023. Our team immediately began reviewing the specifics of the grant to explore potential benefits that could be applied to the ECS childcare center and forwarded to Mr. Scott for consideration.

Over the next week, Mr. Scott tasked our team with a number of considerations that needed to be accounted for prior to moving forward. On November 10, Mr. Scott granted permission for our team to move forward with the grant opportunity, but we missed the submission deadline to be included in the board packet for the scheduled November 14 meeting.

If awarded, the grant would cover childcare costs for one full year for all staff members that utilize the ECS childcare center. Additionally, we would be able to support two more assistant positions that would allow for an increase in children under our care, support necessary training for instructors in the program, and purchase much needed equipment that will allow the center to pursue state licensing. The securement of state licensing is paramount as it will allow our center to pursue future funding streams to support tuition expenses for our staff.

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?
Employer-Sponsored Child Care Fund	Indiana Family and Social Services Administration's Office of Early Childhood and Out-of-School Learning	ECS Childcare	Brandon Eakins	\$ 300,000.00	1 year of tuition expenses for staff, childcare staff training, addition of 2 childcare staff members, and classroom/playground equipment.	Pursuit of funds will promote ECS childcare opportunity and serve as a recruiting tool. Additionally, childcare staff will receive industry promoted training to improve quality of childcare. Lastly, equipment purchases will allow for center to attain state licensure and open future opportunities for tuition support.	Childcare tuition-\$194,441 Staff training-\$18,625 Personnel-\$38,257 Materials-\$2,214.50 Equipment-\$46,460.68	11/22/2023

B. Stuly  
11/17/23



**HUMAN RESOURCES**

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**ELKHART**  
COMMUNITY SCHOOLS

**INTERNAL MEMO**

**TO: MR. MARK MOW**  
**FROM: MS. MAGGIE LOZANO**  
**DATE: NOVEMBER 28, 2023**

**PERSONNEL RECOMMENDATIONS**

**CERTIFIED**

- a. **New Certified Staff** – We recommend the following new certified staff for employment in the 2023-24 school year:

<b>Sesalie Nelson</b>	<b>Daly/Grade 2</b>
<b>Erin Pinter</b>	<b>Pinewood/Grade 2</b>
<b>Sabrina Wickens</b>	<b>Cleveland/Grade 6</b>

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

<b>Mary Smith</b>	<b>Osolo/Grade 5</b>
<b>Joshua Tavernier</b>	<b>Pierre Moran/Health</b>

- c. **Request for Unpaid Leave** – We recommend an unpaid leave for the following employee:

<b>Dodie Norris</b>	<b>Osolo/District Instructional Math</b>
Begin: 11/29/23	End: 12/21/23

**CLASSIFIED**

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

<b>Shawn Burton</b>	<b>Transportation/Bus Driver</b>
Began: 10/2/23	PE: 11/27/23
<b>Crystal Connett</b>	<b>Cleveland/Food Service</b>
Began: 9/25/23	PE: 11/20/23

**Kimberly Ehret**  
Began: 10/2/23

**Feeser/Social Worker**  
PE: 11/27/23

**Laura Gernand**  
Began: 10/2/23

**Eastwood/Paraprofessional**  
PE: 11/27/23

**Arnola Grant Booze**  
Began: 10/2/23

**North Side/Food Service**  
PE: 11/27/23

**Jeremy Henderson**  
Began: 9/25/23

**Woodland/Food Service**  
PE: 11/20/23

**Sarah Hobbs**  
Began: 10/2/23

**Riverview/Food Service**  
PE: 11/27/23

**Marcia McFadden**  
Began: 10/2/23

**Osolo/Technical Assistant**  
PE: 11/27/23

**Teresa McLain**  
Began: 9/25/23

**Cleveland/Secretary**  
PE: 11/20/23

**Shayla Nelson**  
Began: 10/2/23

**EACC/Technical Assistant**  
PE: 11/27/23

**Corieon Owens**  
Began: 10/2/23

**Elkhart High/Campus Security**  
PE: 11/27/23

- b. **Re-Assignment** – We recommend the approval of a reassignment of the following classified employee to a certified position effective 12/4/23.

**Sesalie Nelson**

**Daly/Paraprofessional**

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

**Janie Halliburton**  
Began: 10/30/23

**Elkhart High/Custodian**  
End: 12/29/23

**Gloria Janc**  
Began: 11/9/23

**Osolo/Food Service**  
End: 12/21/23

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

**William Drehmel**  
Began: 6/12/17

**Building Services/Building Services Manager**  
Resign: 11/29/23



**Kelly Engle**  
Began: 8/14/23

**Cleveland/Technical Assistant**  
Resign: 12/1/23

**Margie Nisley**  
Began: 8/15/23

**Roosevelt STEAM Academy/Paraprofessional**  
Resign: 12/1/23

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

**Angela Lee**  
Began: 9/8/21

**Pinewood/Food Service**  
End: 11/28/23  
Policy: 3039.01S





**HUMAN RESOURCES**

\*\*\*\*\*

**ELKHART**  
COMMUNITY SCHOOLS

**TO: BOARD OF SCHOOL TRUSTEES**  
**FROM: MS. MAGGIE LOZANO**  
**DATE: NOVEMBER 28, 2023**

**EMPLOYMENT – ACTION ITEM**

**CLASSIFIED**

- a. **New Hire** – We recommend employment of the following classified employee:

**Position:** Substitute Teacher

**Location:** ESC



HUMAN RESOURCES

\*\*\*\*\*

**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: MR. MARK MOW**  
**FROM: MS. MAGGIE LOZANO**  
**DATE: NOVEMBER 28, 2023**

**ADDENDUM TO PERSONNEL REPORT**

**CLASSIFIED**

- a. **Administrative Appointment** – The administration recommends confirmation of the following administrative appointment effective January 2, 2024:

**Zachary Quiett**

**ESC/Chief Financial Officer**



**ELKHART**  
COMMUNITY SCHOOLS

## SCHOOL CALENDAR 2024-25

JULY 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### JULY

### AUGUST

**8/12-14** Teacher Pre-Session Days  
NO STUDENTS  
**8/15** FIRST DAY OF SCHOOL FOR STUDENTS

### SEPTEMBER

**9/2** Labor Day  
ALL BUILDINGS CLOSED  
**9/19** eLearn Day

### OCTOBER

**10/11** End of 1<sup>st</sup> Grading Period / Midterm  
**10/21-22** Parent/Teacher Conferences (held in evenings)  
**10/23** eLearn Day Morning Parent / Teacher Conferences  
**10/24-28** Fall Recess  
ALL SCHOOLS CLOSED

### NOVEMBER

**11/27-29** Thanksgiving Recess  
ALL SCHOOLS CLOSED

### DECEMBER

**12/20** End of 2<sup>nd</sup> Grading Period / Semester  
**12/23-1/3/25** Winter Recess  
ALL SCHOOLS CLOSED

### JANUARY

**1/1-1/3** Winter Recess  
ALL SCHOOLS CLOSED  
**1/6** School resumes after Winter Recess  
**1/20** Martin Luther King, Jr. Day ALL SCHOOLS CLOSED

### FEBRUARY

**2/14-2/17** Presidents' Recess  
ALL SCHOOLS CLOSED

### MARCH

**3/5** eLearn Day  
**3/14** End of 3<sup>rd</sup> Grading Period / Midterm

### APRIL

**4/7-11** Spring Break  
ALL SCHOOLS CLOSED  
**4/17** Kindergarten Kick-off (Kindergarten Registration runs April 14-May 2)

### MAY

**5/26** Memorial Day  
ALL BUILDINGS CLOSED  
**5/29** LAST DAY OF SCHOOL FOR STUDENTS

### JUNE

JANUARY 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

184 Teacher Days/180 Student Days

2<sup>nd</sup> Semester 95 days

1<sup>st</sup> Semester 85 days

Seeking approval by Board of School Trustees 11.28.23



# Elkhart Community Schools

## New Course Proposal for 2024-2025

<b>State Title</b>	Indiana University/ACP POLS-Y 103 Introduction to American Politics (3 cr.)
<b>Course Description</b>	Introduction to the nature of government and the dynamics of American politics. Origin and nature of the American federal system and its political party base.
<b>Grade Levels</b>	12th
<b>Pathway</b>	Dual Credit
<b>Length of Course</b>	Semester
<b>Prerequisites</b>	High school American History

### Additional Required Information:

<b>Resources</b>	CUSTOM: Indiana American Government Dual Credit, Digital Tenth Edition. ISBN: 9781071855843 (Required Text)
<b>Additional cost?</b>	\$35.00 / \$3500. -
<b>Rationale for the course</b>	IU courses offered through the ACP are taught during the regular school day in the high school by ACP-certified high school teachers with IU adjunct lecturer status. These teachers are selected and trained by IU faculty. ACP courses provide a challenging college curriculum and productive secondary school experience that can be applied to post-secondary education. Each course covers the same content, has the same expectations, and gives the same credit as the course taught at the IU campus. Academic standards of ACP courses are high, and student success will depend upon good work and study habits.
<b>How does this course fit into your department's and your school's total program?</b>	ACP POLS-Y 103 adds an advanced level dual credit offering for both our high ability students and honors students. POLS-Y103 builds upon EHS's ACP courses for United States History and Macro/Micro Economics in the social studies.
<b>Anticipated number of students</b>	75-100
<b>What courses might this replace in their schedules?</b>	Dual Credit/Ivy Tech Community College POLS101 Intro to American Government
<b>Name of person on staff licensed to teach this course</b>	Linda Fine

  
 Teacher Signature  
 Revised 8.15.18

Social Studies

11/13/23  
 Date:

Elkhart Community Schools  
New Course Proposal for 2024-2025

D. V. Galt  
SOS Principal Signature

11.13.23  
Date:

Jail Drape  
Director of Counseling

11/13/23  
Date:

G. Ant  
Executive Principal

11/13/23  
Date:

B Stakly  
11/15/23



# UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (4-10) / Form 236  
STATE BOARD OF ACCOUNTS

## Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Leslie Crothers-Wood  
53876 Pine Tree Pl Elkhart, IN 46514
2. **Title or Position with Governmental Entity:** Assistant Director of Human Resources
3. a. **Governmental Entity:** Elkhart Community Schools  
b. **County:** Elkhart
4. **This statement is submitted (check one):**
  - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
  - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):  
Mark Wood-Husband-Classified staff Technical Assistant  
Mitchell Crothers-Certified staff Teacher  
Stephanie Crothers-Daughter in Law-Classified staff Food Service  
\_\_\_\_\_  
\_\_\_\_\_

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

I may be sitting in meetings discussing compensation or benefits for classified or certified staff and I have family members  
in both classifications.

*(Attach extra pages if additional space is needed)*

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the Board of School Trustees of  
*(Title of Officer or Name of Governing Body)*

Elkhart Community Schools and having the power to appoint  
*(Name of Governmental Entity)*

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Board President

Board Vice President

Board Secretary

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:

  
*(Signature of Public Servant)*

Date (month, day, year):

11/21/2023

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.

Book Policy Manual

Section 3000 Personnel

Title PROPOSED REVISED FOOD SERVICE EMPLOYEES' COMPENSATION PLAN

Code po3422.01S

Status Proposed

Adopted December 13, 2016

Last Revised November 22, 2022

Last Reviewed November 28, 2023

### 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~~2024.

WAGE SCHEDULE								
STEP	I		II		II.5	III	IV	V
	A	B	A	B	B	B	B	B
Probationary	<del>11.00</del> 11.70	<del>10.81</del> 11.51	<del>11.34</del> 12.04	<del>11.15</del> 11.85	<del>12.28</del> 12.98	<del>16.61</del> 17.31	<del>17.40</del> 18.10	<del>17.93</del> 18.63
55 days - 1 year	<del>11.78</del> 12.48	<del>11.59</del> 12.29	<del>12.16</del> 12.86	<del>11.95</del> 12.65	<del>13.05</del> 13.75	<del>17.50</del> 18.20	<del>18.25</del> 18.95	<del>18.78</del> 19.48
1 year - 2 years	<del>12.64</del> 13.34	<del>12.39</del> 13.09	<del>12.99</del> 13.69	<del>12.75</del> 13.45	<del>13.86</del> 14.56	<del>17.93</del> 18.63	<del>19.09</del> 19.79	<del>19.63</del> 20.33
2 years - 3 years	<del>13.60</del> 14.30	<del>13.31</del> 14.01	<del>13.97</del> 14.67	<del>13.67</del> 14.37	<del>14.77</del> 15.47	<del>19.11</del> 19.81	<del>20.02</del> 20.72	<del>20.61</del> 21.31
Over 3 years	<del>14.16</del> 14.86	<del>13.86</del> 14.56	<del>14.53</del> 15.23	<del>14.20</del> 14.90	<del>16.39</del> 17.09	<del>19.87</del> 20.57	<del>20.82</del> 21.52	<del>21.34</del> 22.04

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, Catering Staff/Sub Food Service Truck Driver

III - Middle School Managers, Assistant Managers

IV -

V

-

High School Managers, Summer Feeding Supervisor, Chef, Allergy Specialist

**Career Increment Schedule**

- \$ .25     five (5) years, but less than ten (10)
- \$ .50     ten (10) years, but less than fifteen (15)
- \$ .75     fifteen (15) years, but less than twenty (20)
- \$1.00    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)	<del>12.79</del> 13.49	<del>12.24</del> 12.94
2	55 days or more, but less than 1 year	<del>12.91</del> 13.61	<del>12.61</del> 13.31
3	1 year or more, but less than 2 years	<del>13.42</del> 14.12	<del>13.14</del> 13.84
4	2 years or more, but less than 3 years	<del>13.98</del> 14.68	<del>13.65</del> 14.35
5	3 years or more, but less than 4 years	<del>14.51</del> 15.21	<del>14.15</del> 14.85
6	4 years or more, but less than 5 years	<del>14.95</del> 15.65	<del>14.58</del> 15.28
7	5 years or more, but less than 6 years	<del>15.51</del> 16.21	<del>15.10</del> 15.80
8	6 years or more, but less than 7 years	<del>15.99</del> 16.69	<del>15.59</del> 16.29
9	7 years or more	<del>16.55</del> 17.25	<del>16.12</del> 16.82

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
ten (10) or more, but less than fifteen (15)	.50
fifteen (15) or more, but less than twenty (20)	.75
twenty (20) or more	1.00

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 any one school year shall be considered excessive and shall be grounds for suspension or termination. When unable to report for work, it is the employee's responsibility to notify and give the reason for absence to his/her immediate supervisor at least one-half (1/2) hour before starting time, and upon return, file a report of absence. Deductions for absence will be made at the daily rate unless covered by an absence policy. (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, 19992024, 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.

Food service employees will have the opportunity to receive three (3) separate attendance incentives each school year. The first incentive will be based upon an employee's attendance during the sixty (60) work day period beginning on the first day of student attendance. An employee who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$200 for that period. An employee who used one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$100. This incentive payment will be paid to the employee in the first pay of December. The second incentive payment shall be based upon the employee's attendance during the second sixty (60) work day period which commences on the first day after the close of the initial period. An employee who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$200 for that period. An employee who uses only one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$100. This incentive will be paid to the employee in the first pay of April. The final payment for the school year will be based upon the last sixty (60) work day period of the school year. An employee who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$200 for that period. An employee who uses one (1) day of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$100. This incentive will be paid to the employee in the second pay of June.

A food service employee's eligibility for this attendance incentive will be based solely upon the employee's attendance during each period and will not impact their attendance during any other period.

\* For calendar year 2024 only, the stipend to be paid in June will be based on absences between January 1, 2024 and the last work day for food service employees during the 2023-2024 school term.

- 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 prorated 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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### 3422.02S - **MECHANICS' COMPENSATION PLAN**

#### **Wage Schedule**

The Board of School Trustees hereby adopts the following schedule for mechanics effective January 1, ~~2023~~2024. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

<b>Classification</b>	<b>Wage Range (per hour)</b>
Head Mechanic	<del>32.79</del> 33.49 – <del>35.93</del> 36.63
Assistant Head Mechanic	<del>30.43</del> 31.13 – <del>32.79</del> 33.49
<b>Heavy Duty Mechanic</b>	<b>25.72 – 32.31</b>
* Mechanic	<del>23.87</del> 24.57 – <del>30.46</del> 31.16

\* 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:

<b>Years Regularly Employed in Elkhart Community Schools</b>	<b>Hourly Increment</b>
five (5) or more, but less than ten (10)	\$.25
ten (10) or more, but less than fifteen (15)	\$.50
fifteen (15) or more, but less than twenty (20)	\$.75
twenty (20) or more years	\$1.00

#### **Retention Payment(s)**

Mechanics who have successfully completed probation will be eligible to receive a mechanic retention payment of \$250.00 each semester provided the mechanic was employed by the school corporation as a mechanic for four (4) or more hours each day during the immediately preceding semester and continues in an active employment status as a mechanic.

#### **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.

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

#### **Wage Schedule**

The Board of School Trustees hereby adopts the following schedule for bus drivers to become effective January 1, ~~2023~~2024.

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

<b>Step (Rates)</b>	<b>Experience as a School Bus Driver</b>	<b>Bus Driver Hourly Rate</b>
Probationary	0 - 55 days	<del>23.73</del> 24.43
Base	55 days, but not more than two (2) years	<del>24.47</del> 25.17
Advanced	Over two (2) years, but not more than five (5) years	<del>25.54</del> 26.24
Experienced	Over five (5) years, but not more than 10 years	<del>26.47</del> 27.17
	Over ten (10) years, but not more than 15 years	<del>26.73</del> 27.43
	Over fifteen (15) years	<del>27.00</del> 27.70

#### **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) years 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 (4) or more hours.

#### **Career Increment Schedule**

A career increment will be paid as follows:

<b>Years Regularly Employed in Elkhart Community Schools</b>	<b>Hourly Increment</b>
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five (5) or more, but less than ten (10)	\$.25
ten (10) or more, but less than fifteen (15)	\$.50
fifteen (15) or more, but less than twenty (20)	\$.75
twenty (20) or more years	\$1.00

### Retention Payment(s)

Bus drivers who have successfully completed probation will be eligible to receive a driver retention payment of ~~\$250.00~~275 each semester provided the driver was employed by the school corporation as a driver for four (4) 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 extra-curricular 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~~18.50/hour with a minimum trip pay of two (2) hours for weekday trips and five (5) hours for holiday or weekend trips. Drivers will not be paid additional clean-up time for extra-curricular trips, but are expected to maintain bus cleanliness. When outdoor conditions occur during the activity which is the purpose of the trip, resulting in an unusual amount of clean-up (i.e. football or soccer in muddy conditions, etc.), the driver may apply for payment for the required clean-up time.

### Calculation of Overtime for Drivers

Overtime for drivers shall be based upon the driver's normal assignment hours, including thirty (30) minutes each day for clean-up, paperwork, and service time; any time a driver is required to drive beyond his/her normal assigned hours; and any time driving extra-curricular trips.

### 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 (2) hour minimum or the compensation for the route they are assigned to that day.

### Driver Trainers

Bus Drivers assigned to train driver candidates shall be paid by claim at the driver hourly rate when performing these duties.

### 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 the absence of available drivers, drivers may be required to make additional runs which can be completed within the time frame of the driver's normal assigned hours. 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.

### Downtime

For the purpose of this policy, downtime shall be defined as time outside of a driver's normal assigned hours.

### 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) hours 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.) and 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 the successful completion of probation.

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

#### **Seniority List**

One (1) seniority list, including all bus drivers, shall be maintained and updated by the Transportation Department. 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. The District agrees to post job vacancies for driver positions which the Director of Transportation determines need to be filled. The position shall be posted within fifteen (15) work days of the Director of Transportation making the determination to fill the position. Such posting shall be for a minimum of five (5) workdays. Only active drivers will be eligible to bid. Bids may be made for five (5) work days. Bids will be awarded within five (5) work days after the posting is closed. 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 work day and are to stay up for five (5) work days. If the successful bidder does not return as an active driver in the fall, the mid-day run or loop will be awarded to the next bidder in line. Any driver absence, including those related to medical, family, and unpaid/excused reasons for a period extending beyond sixteen (16) work weeks, will result in that route being posted for bidding, and any mid-day route coming open as the result of this will be offered to the next senior substitute driver.

### **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 work day and is to stay up for (5) work 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 the 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 to 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 the 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 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.

##### **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 previously 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**

Drivers will have the opportunity to receive three (3) separate attendance incentives each school year. The first incentive will be based upon a driver's attendance during the sixty (60) work day period beginning on the first day of student attendance. A driver who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$500 for that period. A driver who used one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$250. This incentive

payment will be paid to the driver in the first pay of December. The second incentive payment shall be based upon the driver's attendance during the second sixty (60) work day period which commences on the first day after the close of the initial period. A driver who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$500 for that period. A driver who uses only one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$250. This incentive will be paid to the driver in the first pay of April. The final payment for the school year will be based upon the last sixty (60) work day period of the school year. A driver who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$500 for that period. A driver who uses one (1) day of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$250. This incentive will be paid to the driver in the second pay of June.

A driver's eligibility for this attendance incentive will be based solely upon the driver's attendance during each period and will not impact their attendance during any other period.

~~\* For calendar year 2023 only, the stipend to be paid in June will be based on absences between March 1, 2023 and the last work day for bus drivers during the 2022-2023 school term.~~

### **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 the 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 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 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 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.

### **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, the employee 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 days 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 a thirty (30) calendar day 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) hour 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**

In the event an employee is summoned to serve as a juror in a court of law, the employee shall be granted absence for jury duty for the time during the normal school day when the employee is required to fulfill the duties of a juror. Such absence shall result in no loss of salary. When an employee receives notification from the Court canceling a trial prior to the date of the trial, the employee is to report to work or use personal business. When the employee is in receipt of his/her jury duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from their 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  
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Revised 12/10/19  
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Last Revised	April 11, 2023
Last Reviewed	December 28, 2023

### 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~~2024.

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)	<del>14.36</del> 15.06
2	55 days, but not more than one (1) year	<del>15.06</del> 15.76
3	one (1) year or more, but less than two (2) years	<del>15.74</del> 16.44
4	two (2) years or more, but less than three (3) years	<del>16.44</del> 17.14
5	three (3) or more	<del>17.18</del> 17.88

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)	\$0.25
ten (10) or more, but less than fifteen (15)	\$0.50
fifteen (15) or more, but less than twenty (20)	\$0.75
twenty (20) or more years	\$1.00

#### Overtime Calculation

Overtime for Bus Helpers shall be based upon the helper's normal assignment hours.

#### Retention Payment(s)

Bus helpers who have successfully completed probation will be eligible to receive a helper retention payment of ~~\$250.00~~275 each semester provided the helper was employed by the School Corporation as a helper for four (4) 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 is 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. 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 period commencing January 9, 2023 and ending on the last scheduled workday for Bus Helpers during the 2022-2023 school term (excluding summer school), s/he will be given a payment of \$300 on the second pay in June 2023.
- 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 \$200 on the second pay in June 2023.
- 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 \$100 on the second pay in June 2023.
- 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.~~

**F. The incentive program described in A - E shall terminate, effective July 1, 2023 and be replaced by the following:**

~~Beginning July 1, 2023,~~ Bus Helpers will have the opportunity to receive three (3) separate attendance incentives each school year. The first incentive will be based upon a helper's attendance during the sixty (60) workday period beginning on the first day of student attendance. A helper who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$500 for that period. A helper who uses one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$250. This incentive payment will be paid to the helper on the first pay of December. The second incentive payment shall be based upon the helper's attendance during the second sixty (60) workday period which commences on the first day after the close of the initial period. A helper who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$500 for that period. A helper who uses only one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$250. This incentive will be paid to the helper in the first pay of April. The final payment for the school year will be based upon the last sixty (60) workday period of the school year. A helper who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of \$500 for that period. A helper who uses one (1) day of his/her Personal Illness, Family Illness, or unpaid time during this period shall be entitled to an incentive payment of \$250. This incentive will be paid to the helper in the second pay of June.

A helper's eligibility for this attendance incentive will be based solely upon the helper's attendance during each period, and will not impact their attendance during any other period.

### **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, 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 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 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 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 time. 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  
Revised 6/14/22  
Revised 11/22/22

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED SUPPORT STAFF SALARY SCHEDULE (Maintenance Personnel)
Code	po3422.05S
Status	Proposed
Adopted	December 13, 2016
Last Revised	November 22, 2022
Last Reviewed	November 28, 2023

#### 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~~2024. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

	<b>Classification</b>	<b>Hourly Wage Range</b>
M-1	Plumber	<del>31.30</del> 32.00 – <del>37.74</del> 38.44
M-2	Electrician	<del>31.30</del> 32.00 – <del>37.74</del> 38.44
M-3	HVAC	<del>31.30</del> 32.00 – <del>37.74</del> 38.44

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**

<b>Years Regularly Employed in Elkhart Community Schools</b>	<b>Hourly Increment</b>
five (5) or more, but less than ten (10)	\$.25
ten (10) or more, but less than fifteen (15)	\$.50
fifteen (15) or more, but less than twenty (20)	\$.75
twenty (20) or more years	\$1.00

Revised 12/12/17  
Revised 12/18/18  
Revised 12/10/19  
Revised 6/23/20  
Revised 11/24/20  
Revised 12/14/21



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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, ~~2023~~2024 through December 31, ~~2023~~2024.
- 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

Employees will have the opportunity to receive four (4) separate attendance incentives each calendar year.

The first incentive will be based upon an employee's attendance during the period beginning on January 1st and ending on March 31st. An employee who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of three hundred seventy-five (\$375.00) dollars for that period. An Employee who used one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of one hundred eighty-seven (\$187.00) dollars. This incentive payment will be paid to the employee within thirty (30) days of the last day of the incentive bonus period.

The second incentive payment shall be based upon the employee's attendance during the period which commences on April 1st and ends on June 30th. An employee who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of three hundred seventy-five (\$375.00) dollars for that period. An Employee who used one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of one hundred eighty-seven (\$187.00) dollars. This incentive payment will be paid to the employee within thirty (30) days of the last day of the incentive bonus period.

The third payment will be based upon the period beginning July 1st and ending September 30th. An employee who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of three hundred seventy-five (\$375.00) dollars for that period. An employee who uses one (1) day of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of one hundred eighty-seven (\$187.00) dollars. This incentive payment will be paid to the employee within thirty (30) days of the last day of the incentive bonus period.

The forth payment will be based upon the period beginning October 1st and ending December 31st. An employee who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of three hundred seventy-five (\$375.00) dollars for that period. An employee who uses one (1) day of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of one hundred eighty-seven (\$187.00) dollars. This incentive payment will be paid to the employee within thirty (30) days of the last day of the incentive bonus period.

An employee's eligibility for this attendance incentive will be based solely upon the employee's attendance during each period, and will not be impacted by the employee's attendance during any other period

~~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 1<sup>st</sup> to November 30<sup>th</sup>.~~

~~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 1<sup>st</sup>. If a Maintenance Employee is hired after December 1<sup>st</sup>, the incentive payment will be pro-rated on a percentage of the workdays after the Maintenance Employee was employed.~~
- ~~E.A. 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 1/2 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 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 15**

### **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 16**

### **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 17**

### **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~~ until June 30<sup>th</sup> of 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 18**

### **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 19**

### **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 20** **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 21**  
**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 22**  
**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 23**  
**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 24**

### **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 25**

### **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 26**

### **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 2726**  
**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 2827**  
**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 2928**  
**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 3029**  
**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 ~~31~~30** **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 ~~32~~31** **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, 2023~~January 1, 2024, and will continue through ~~December 31, 2023~~December 31, 2024.
- 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, ~~2023~~2024. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

	<b>Classification</b>	<b>Hourly Wage Range</b>
M-1	Plumber	<del>31.30</del> <u>32.00</u> – <del>37.74</del> <u>38.44</u>
M-2	Electrician	<del>31.30</del> <u>32.00</u> – <del>37.74</del> <u>38.44</u>
M-3	HVAC	<del>31.30</del> <u>32.00</u> – <del>37.74</del> <u>38.44</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**

<b>Years Regularly Employed in Elkhart Community Schools</b>	<b>Hourly Increment</b>
five (5) or more, but less than ten (10)	\$.25
ten (10) or more, but less than fifteen (15)	\$.50
fifteen (15) or more, but less than twenty (20)	\$.75
twenty (20) or more years	\$1.00

~~November 22, 2022~~November 28, 2023

## SUPPORT STAFF GRIEVANCE REPORT FORM – ADMINISTRATIVE REGULATION GBM

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STEP \_\_\_\_\_

Step I — Immediate Administrative Supervisor

Step II — District Counsel/Chief of Staff

Step III — Superintendent and Board

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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

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Date

---

Signature of Grievant

---

Date received by employer

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Signature of Administrator

c: Immediate Supervisor

July 1993



Book Policy Manual

Section 3000 Personnel

Title PROPOSED REVISED SECRETARIAL/BUSINESS COMPENSATION PLAN

Code po3422.06S

Status Proposed

Adopted December 13, 2016

Last Revised July 25, 2023

Last Reviewed November 28, 2023

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

The Board of School Trustees hereby adopts the following wage schedule for secretaries commencing January 1, ~~2023~~2024. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

Position Names	Base	1 Year Plus	2 Years Plus	3 Years Plus	4 Years Plus	5 Years Plus
Assistant Superintendent of Exceptional Learners	20.39	20.87	21.60	22.44	23.21	24.33
Assistant Superintendent of Student Services	20.39	20.87	21.60	22.44	23.21	24.33
Director of Food Services	20.39	20.87	21.60	22.44	23.21	24.33
Director of Federal Programs	20.39	20.87	21.60	22.44	23.21	24.33
Payroll	20.39	20.87	21.60	22.44	23.21	24.33
Chief Financial Officer/Chief Operating Officer	18.07	18.54	19.29	20.12	20.90	22.02
Insurance	18.07	18.54	19.29	20.12	20.90	22.02
Director of EACC	18.07	18.54	19.29	20.12	20.90	22.02
Director of Transportation	18.07	18.54	19.29	20.12	20.90	22.02
Executive Principal, High School	18.07	18.54	19.29	20.12	20.90	22.02
Treasurer, High School	18.07	18.54	19.29	20.12	20.90	22.02
Principal, EACC	18.07	18.54	19.29	20.12	20.90	22.02
Principal, Elementary	18.07	18.54	19.29	20.12	20.90	22.02
Principal, Middle School	18.07	18.54	19.29	20.12	20.90	22.02
Principal, Freshman Academy	18.07	18.54	19.29	20.12	20.90	22.02
Accounts Payable	18.07	18.54	19.29	20.12	20.90	22.02
Payroll Assistant (12 months)	18.07	18.54	19.29	20.12	20.90	22.02
Classified Human Resources	18.07	18.54	19.29	20.12	20.90	22.02
Bookkeeper, Food Service	18.07	18.54	19.29	20.12	20.90	22.02
PACE Program	18.07	18.54	19.29	20.12	20.90	22.02
Safety & Security	17.15	17.56	18.34	19.17	19.95	21.07
Principal, Elkhart Academy	17.15	17.56	18.34	19.17	19.95	21.07
Principal, School of Study	17.15	17.56	18.34	19.17	19.95	21.07
Building Services	17.15	17.56	18.34	19.17	19.95	21.07
Exceptional Learners	17.15	17.56	18.34	19.17	19.95	21.07
Payroll Assistant (10.5 months)	17.15	17.56	18.34	19.17	19.95	21.07
Bookkeeper, High School Athletics	17.15	17.56	18.34	19.17	19.95	21.07
Media Services Center	17.15	17.56	18.34	19.17	19.95	21.07

Student Services	17.15	17.56	18.34	19.17	19.95	21.07
Director of Elementary Curriculum	16.70	17.40	18.10	18.80	19.50	20.20
Director of English Learners	16.70	17.40	18.10	18.80	19.50	20.20
Registrar - District	16.70	17.40	18.10	18.80	19.50	20.20
Registrar - High School	16.70	17.40	18.10	18.80	19.50	20.20
Counseling - High School	16.70	17.40	18.10	18.80	19.50	20.20
Student Office - High School	16.70	17.40	18.10	18.80	19.50	20.20
Mail/Copy Center	16.70	17.40	18.10	18.80	19.50	20.20
Elementary, Assistant Secretary	15.51	15.97	16.70	17.15	17.92	18.64
Middle School, Assistant Secretary	15.51	15.97	16.70	17.15	17.92	18.64
Elkhart Academy, Assistant Secretary	15.51	15.97	16.70	17.15	17.92	18.64
Receptionist/Office Manager - High School Athletics	15.51	15.97	16.70	17.15	17.92	18.64
Media Center - High School	15.51	15.97	16.70	17.15	17.92	18.64
Adult & Community Education	15.51	15.97	16.70	17.15	17.92	18.64
Elkhart Area Career Center - Data Reporting	15.51	15.97	16.70	17.15	17.92	18.64
Hawthorne Early Learning Center	15.51	15.97	16.70	17.15	17.92	18.64
Guidance - Middle School	15.51	15.97	16.70	17.15	17.92	18.64
Receptionist (High School, EACC, Freshman Division, Human Resources)	15.51	15.97	16.70	17.15	17.92	18.64
Registrar (Freshman Division, SWW)	15.51	15.97	16.70	17.15	17.92	18.64
Music - High School	15.51	15.97	16.70	17.15	17.92	18.64
Food Service/Building Services	15.51	15.97	16.70	17.15	17.92	18.64

Secretaries holding a position where the rate of pay has been reduced as a result of the revision of the compensation plan, approved by the board in 2023, shall retain their current rate of pay plus any overall increase approved for this employee group, provided they retain the position held as of November 28, 2023.

		II	II.3	II.6	III	III.3	III.6	IV	IV.3	IV.6	V
1	0—55 days	14.19	14.39	14.62	14.83	15.14	15.47	15.79	16.30	16.76	19.07
2	55 days—1 year	14.48	14.72	15.01	15.30	15.75	16.20	16.65	17.11	17.57	19.89
3	1 year plus	14.83	15.15	15.47	15.79	16.25	16.72	17.06	17.52	18.04	20.37
4	2 years plus	15.30	15.75	16.20	16.65	17.03	17.42	17.84	18.30	18.79	21.10
5	3 years plus	15.79	16.23	16.65	17.07	17.57	18.14	18.67	19.14	19.62	21.94
6	4 years plus	16.65	17.03	17.42	17.84	18.34	18.90	19.45	19.93	20.40	22.71
7	5 years plus	17.06	17.57	18.14	18.67	19.31	19.95	20.57	21.03	21.52	23.83

\*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 *Federal Programs (effective 8/7/2023)	Certified Payroll Classified Payroll Insurance Director of Food Service (effective 8/7/2023)
IV	Secretarial	Business

Director of Career & Technical Ed. Administrative Assistant to Executive Principal** Secretary/Human Resources Data Specialist – Instructional Leadership Treasurer (High School) Freshman Academy Principal	Building Services Office Manager Payroll Assistant Accounts Payable EACC – WVPE Office Manager Director of Transportation CFO/COO Secretary Food Service Secretary/Bookkeeper (effective 8/7/2023)
<b>III Secretarial</b>	<b>Business</b>
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  Instructional Leadership English Learners High School Counseling School of Study High School Student Office	Business Office/Purchasing  Safety & Security Mail/Copy Center PACE Program EACC – Office
<b>II Secretarial</b>	<b>Business</b>
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
ten (10) or more, but less than fifteen (15)	\$.50
fifteen (15) or more, but less than twenty (20)	\$.75
twenty (20) or more	\$1.00

## **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.

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

The Board of School Trustees hereby adopts the following wage schedule for Executive Assistant positions, effective January 1, ~~2023~~ 2024. 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 - 1.02	Executive Assistant to District Counsel/Chief of Staff
<del>.80 - .97</del> .85 - 1.02	Executive Assistant/Human Resources
.85 - 1.02	Executive Assistant/Instructional Leadership

\* Apply factor to base amount of ~~\$64,805~~ 67,305

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:

- determine "recognized" previous experience in the Elkhart Community Schools.
  - 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.

For any executive assistant not participating in the ECS health insurance plan, the employer shall contribute an additional half (.005) of a percent (beginning with the November 24, 2023 payroll) to their VEBA account.

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

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

4. Following retirement and the satisfaction of the requirements set forth in this policy, a retired Executive

Assistant may use the amounts held in his/her separate VEBA account, for example, to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the Executive Assistant, spouse, and dependents. Furthermore, following the death of an Executive Assistant who had otherwise satisfied the requirements of this policy, any amounts remaining in the deceased administrator's VEBA account may continue to be used to pay these premiums and expenses of the Executive Assistant's spouse and dependents. At no time may the VEBA 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.

### **School Closings**

Executive Assistants may elect to work from home when school buildings are closed due to inclement weather.

### **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.

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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~~2024.

##### 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)	<del>12.24</del> 12.94
2	55 days or more, but less than 1 year	<del>12.61</del> 13.31
3	1 year or more, but less than 2 years	<del>13.14</del> 13.84
4	2 years or more, but less than 3 years	<del>13.65</del> 14.35
5	3 years or more, but less than 4 years	<del>14.15</del> 14.85
6	4 years or more, but less than 5 years	<del>14.58</del> 15.28
7	5 years or more, but less than 6 years	<del>15.10</del> 15.80
8	6 years or more, but less than 7 years	<del>15.59</del> 16.29
9	7 years or more, but less than 15 years	<del>16.12</del> 16.82
10	15 years or more	17.82

###### 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)	<del>13.26</del> 13.96
2	55 days or more, but less than 1 year	<del>13.65</del> 14.35
3	1 year or more, but less than 2 years	<del>14.15</del> 14.85
4	2 years or more, but less than 3 years	<del>14.58</del> 15.28
5	3 years or more, but less than 4 years	<del>15.10</del> 15.80
6	4 years or more, but less than 5 years	<del>15.59</del> 16.29
7	5 years or more, but less than <del>6</del> 15 years	<del>16.12</del> 16.82
8	15 years or more	17.82

###### 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)	<del>13.26</del> 13.96	<del>16.25</del> 16.95	<del>16.25</del> 16.95	<del>16.25</del> 16.95	<del>16.25</del> 16.95	<del>16.25</del> 16.95	<del>16.79</del> 17.49	<del>18.25</del> 18.95	<del>18.25</del> 18.95
2	55 days or more, but less than 1 year	<del>13.65</del> 14.35	<del>16.70</del> 17.40	<del>16.70</del> 17.40	<del>16.70</del> 17.40	<del>16.70</del> 17.40	<del>16.75</del> 17.45	<del>17.54</del> 18.24	<del>18.70</del> 19.40	<del>18.70</del> 19.40
3	1 year or more, but less than 2 years	<del>14.15</del> 14.85	<del>17.15</del> 17.85	<del>17.15</del> 17.85	<del>17.15</del> 17.85	<del>17.15</del> 17.85	<del>17.15</del> 17.85	<del>18.21</del> 18.91	<del>19.15</del> 19.85	<del>19.15</del> 19.85
4	2 years or more, but less than 3 years	<del>14.58</del> 15.28	<del>17.60</del> 18.30	<del>17.60</del> 18.30	<del>17.60</del> 18.30	<del>17.60</del> 18.30	<del>17.60</del> 18.30	<del>18.93</del> 19.63	<del>19.60</del> 20.30	<del>19.60</del> 20.30
5	3 years or more, but less than 4 years	<del>15.10</del> 15.80	<del>18.05</del> 18.75	<del>18.05</del> 18.75	<del>18.05</del> 18.75	<del>18.05</del> 18.75	<del>18.05</del> 18.75	<del>19.88</del> 20.58	<del>20.05</del> 20.75	<del>20.05</del> 20.75
6	4 years or more, but less than 5 years	<del>15.59</del> 16.29	<del>18.50</del> 19.20	<del>18.50</del> 19.20	<del>18.50</del> 19.20	<del>18.50</del> 19.20	<del>18.50</del> 19.20	NA	<del>20.50</del> 21.20	<del>20.50</del> 21.20
7	5 years or more, but less than <del>6</del> 15 years	<del>16.12</del> 16.82	<del>19.00</del> 19.70	<del>19.00</del> 19.70	<del>19.00</del> 19.70	<del>19.00</del> 19.70	<del>19.00</del> 19.70	NA	<del>21.00</del> 21.70	<del>21.00</del> 21.70
8	15 years or more	17.82	20.70	20.70	20.70	20.70	20.70	21.58	22.70	22.70

\* 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
ten (10) or more, but less than fifteen (15)	.50
fifteen (15) or more, but less than twenty (20)	.75
twenty (20) or more	1.00

#### Retention Payment(s)

Paraprofessionals will be eligible to receive a retention payment of \$250.00 with their second day of the school term provided the paraprofessional was employed by the school corporation as a driver for one hundred and twenty (120) days or more during the immediately preceding school term and continues in an active employment status as a paraprofessional.

#### 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  
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Revised 12/10/19  
Revised 1/14/20  
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Revised 4/13/21  
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Revised 12/14/21  
Revised 6/28/22  
Revised 8/9/22

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED TECHNICAL ASSISTANTS' COMPENSATION PLAN
Code	po3422.09S
Status	Proposed
Adopted	December 13, 2016
Last Revised	November 22, 2022
Last Reviewed	November 28, 2023

### 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~~ 2024. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Step	ECS Experience as Paraprofessional	Hourly Rate
1	0 days or more, but less than 55 days (Probationary Rate)	<del>16.54</del> 17.24
2	55 days or more, but less than 1 year	<del>17.29</del> 17.99
3	1 year or more, but less than 2 years	<del>17.96</del> 18.66
4	2 years or more, but less than 3 years	<del>18.68</del> 19.38
5	3 years or more	<del>19.63</del> 20.33

#### 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.

EACC Technical Assistants 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.

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

\*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.

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Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED REGISTERED NURSES' COMPENSATION PLAN
Code	po3422.10S
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Adopted	December 13, 2016
Last Revised	November 22, 2022
Last Reviewed	November 28, 2023

### 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, 2023-2024. 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	41,13543,635	41,13543,635	45,89648,396
2	1 year to 3 years	42,49344,993	42,49344,993	47,37649,876
3	3 years to 5 years	43,45945,959	43,45945,953	48,48050,980
4	5 years to 7 years	44,14446,644	44,14446,644	49,26351,763
5	7 years or more	44,44346,943	44,44346,943	49,60852,108

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

#### DIFFERENTIAL FOR CUSTODIAL CARE

During any month when a registered nurse is required to provide custodial care and lifting for a student, the nurse shall be paid a differential of \$150.00 within that month.

#### CAREER INCREMENT SCHEDULE

Years regularly employed in Elkhart Community Schools	Annual Increment
five (5) or more, but less than ten (10)	\$300.00
ten (10) or more, but less than fifteen (15)	600.00
fifteen (15) or more, but less than twenty (20)	900.00
twenty (20) or more	1,200.00

#### 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 ment 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  
Revised 12/14/21

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED SOCIAL WORKERS' COMPENSATION PLAN
Code	po3422.11S
Status	Proposed
Adopted	December 13, 2016
Last Revised	November 22, 2022
Last Reviewed	November 28, 2023

### 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~~ **2023-2024** school year. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Row	BA/BS	MA/MS
A	\$41,50044,000	\$43,50046,000
B	\$42,50045,000	\$44,50047,000
C	\$43,50046,000	\$45,50048,000
D	\$44,50047,000	\$46,50049,000
E	\$45,50048,000	\$47,50050,000
F	\$46,50049,000	\$48,50051,000
G	\$47,50050,000	\$49,50052,000
H	\$48,50051,000	\$50,50053,000
I	\$49,50052,000	\$51,50054,000
J	\$50,50053,000	\$52,50055,000
K	\$51,50054,000	\$53,50056,000
L	\$52,50055,000	\$54,50057,000
M	\$53,50056,000	\$55,50058,000
N	\$54,50057,000	\$56,50059,000
O	\$55,50058,000	\$57,50060,000
P	\$56,50059,000	\$58,50061,000
Q	\$57,50060,000	\$59,50062,000
R	\$58,50061,000	\$60,50063,000
S	\$59,50062,000	\$61,50064,000
T	\$60,50063,000	\$62,50065,000
U	\$61,50064,000	\$63,50066,000
V	\$62,50065,000	\$64,50067,000
W	\$63,50066,000	\$65,50068,000
X	\$64,50067,000	\$66,50069,000
Y	\$65,50068,000	\$67,50070,000
Z	\$66,50069,000	\$68,50071,000
AA	\$67,50070,000	\$69,50072,000
BB	\$68,50071,000	\$70,50073,000

CC	\$69,50072,000	\$71,50074,000
DD	\$70,50073,000	\$72,50075,000
EE	\$71,50074,000	\$73,50076,000
FF	\$72,50075,000	\$74,50077,000

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**.

- 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.
- 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.
- 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.
- 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:
  - One (1) day's pay for each full year employed by the Elkhart Community Schools, or
  - 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  
Revised 12/14/21

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN
Code	po3422.12S
Status	Proposed
Adopted	December 20, 2016
Last Revised	August 22, 2023
Last Reviewed	November 28, 2023

#### 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 ~~August 1, 2023~~ **January 1, 2024**. 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	26.2926.99 - 31.9232.62
**Transportation Trainer/Dispatcher	22.2822.98 - 25.6626.36
Food Service Supervisor of Truck Drivers	22.2922.99 - 25.6626.36
Food Service Truck Driver	18.3519.05 - 21.3722.07
Food Service Receiving/Supply	18.3519.05 - 21.3722.07
Supervisor of Building Services	23.3324.03 - 28.1928.89
Food Service Support Specialist	20.4821.18 - 27.7628.46
Assistant to the Food Service Director for Secondary Schools	20.4821.18 - 27.7628.46
Food Service Bids & Commodity Coordinator	19.6120.31 - 29.3530.05
Culinary Event Coordinator	19.6120.31 - 29.3530.05
Assistant to the Food Service Director for Elementary Schools	20.4821.18 - 27.7628.46
Production Coordinator	22.2822.98 - 25.6626.36
**Transportation Route/Driver Coordinator	22.2822.98 - 25.6626.36
Transportation Clerk	17.5918.29 - 19.1119.81
Adult/Community Education Non-Contract Teachers	36.23 *
Building Community Education Coordinator	30.2330.93 - 37.2237.92
Radio Station Staff Announcer	11.7212.42 - 15.6916.39
Radio Station Development Assistant	13.2513.95 - 19.8220.52
School Security Officer	32.8733.57
Federally Funded Pupil/Program/Parent Support Person	22.2522.95 - 31.3632.06
Federally Funded Building Translator/Interpreter	22.2522.95 - 31.3632.06
Federally Funded Building Translator/Parent Liaison	17.9418.64 - 21.9222.62
School Parent/Community Liaison	22.2522.95 - 31.3632.06
District Translator	35.0035.70 - 45.0045.70
Evening Events Supervisor	17.4018.10
Federally Funded After-School Organized Activities Leader	14.00
Federally Funded After-School Organized Activities Assistant	9.39



Deaf/Hard of Hearing Educational Interpreter	18.7319.43 - 32.9733.67
Early College Data Specialist	27.0027.70 - 30.5331.23
EACC Testing Specialist	27.0027.70 - 30.5331.23
Manager of After School and Community Programs	30.8331.53 - 38.9839.68
Campus Security – I	14.5315.23 - 22.6823.38
Campus Security – II	16.5717.27 - 24.7225.42
Farm Technician	17.3018.00 - 22.3023.00

\* Hourly rate based on .00113 of the base salary set forth in Appendix B of the ~~2022-2023~~ 2023-2024 Master Contract (effective October 31, 2022).

\*\* On days when an employee is required to serve as a driver on a bus route, the employee shall receive an additional ten (\$10) dollars for a half-day or an additional twenty (\$20) dollars for a full-day.

POSITION	YEARLY SALARY RANGE
Radio Station Manager	58,86761,367 - 98,250100,750
Radio Station Development Director	55,88658,386 - 80,33282,832
Radio Station Business Account Manager	45,84748,347 - 79,13481,634
Radio Station Program Director	45,84748,347 - 66,09568,595
Radio Station Senior Reporter and Assignment Editor	40,73143,231 - 55,80958,309
Radio Station Operations Manager	34,28036,780 - 50,91053,410
Radio Station Morning Edition Host	37,79240,292 - 54,75357,253
Radio Station Promotions Manager	38,63541,135 - 53,46055,960
Radio Station Membership Manager	47,72750,227 - 61,62964,129
Radio Station Business/Workforce Development Reporter - IPB News	38,82041,320 - 53,43055,930
Radio Station News Director/Reporter	49,00051,500 - 64,00066,500
Assistant Supervisor of Food Services	65,00067,500 - 75,00077,500
EACC Career Coordinator	41,83744,337 - 75,13477,634
Olweus Bullying Prevention Program Coordinator	53,82556,325 - 66,17068,670
Education and Engagement Coordinator	45,84748,347 - 79,13481,634
Adult and Community Education Program Manager	72,87575,375 - 83,66386,163
Special Education Transition Specialist	44,00046,500 - 64,00066,500
High School Scheduling Coordinator (11 months)	59,00061,500 - 74,00076,500
Building Services Manager	74,48576,985 - 94,86597,365
Energy and Risk Management Specialist	59,20061,700 - 79,58082,080

Data and Assessment Manager	72,975 - 83,763	75,475 - 86,263
Data Specialist	46,584 - 68,489	49,084 - 70,989
Communication Specialist	46,584 - 68,489	49,084 - 70,989
Substitute Coordinator	48,983 - 58,081	51,483 - 60,581
Staff Accountant	49,010 - 61,238	51,510 - 63,738
Lead Program Coordinator (funded by FSCS Grant 1/1/23 - 12/31/27)	70,000 - 80,000	72,500 - 82,500
Student Program Developer (funded by FSCS Grant 1/1/23 - 12/31/27)	45,000 - 50,000	
School Site Coordinator (funded by FSCS Grant 1/1/23 - 12/31/27)	50,000 - 55,000	
Grant Coordinator/Talent Recruiter (funded by APR Grant 9/29/22 - 9/30/24)	68,600	71,100
School Psychologist Intern	41,500	44,000
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 the employee's 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 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 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 by 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 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 the employee 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 their 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 the employee 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, that employee will be eligible for re-employment when an opening for which the employee 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, the employee 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 a thirty (30) calendar day 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) hour 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 a 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 which the staff member is qualified for, 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 the staff member is eligible, at their 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 that 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.

The Lead Program Coordinator shall be awarded ten (10) vacation days each year the grant is in effect to be used during the period between July 1 through June 30.

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.

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Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED THERAPISTS' COMPENSATION PLAN
Code	po3422.13S
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Last Revised	November 22, 2022
Last Reviewed	November 28, 2023

### 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~~2024. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	YEARLY SALARY RANGE
Occupational Therapist	<del>53,681</del> 56,181 - <del>73,337</del> 75,837
Occupational Therapist Assistant	<del>50,751</del> 53,251 - <del>60,087</del> 62,587
Physical Therapist Assistant	<del>50,751</del> 53,251 - <del>60,087</del> 62,587
Board Certified Behavior Analyst (BCBA)	<del>53,681</del> 56,181 - <del>73,337</del> 75,837

POSITION	HOURLY WAGE
Physical Therapist	<del>\$48.22</del> 48.92 - <del>\$61.97</del> 62.67
Speech Language Pathology Assistant (SLPA)	<del>\$30.74</del> 31.44 - <del>\$38.33</del> 39.03

Years Regularly Employed by or in the Elkhart Community Schools	Amount of Hourly Career Increment
5 or more, but less than 10	\$.25
10 or more, but less than 15	\$.50
15 or more, but less than 20	\$.75
20 or more	\$1.00

### License Renewal

Elkhart Community Schools will reimburse Therapists for their bi-annual state license renewal fees following submission of evidence said fee has been paid in a timely manner.

### Fringe Benefits

#### A. Income Protection and Annuities

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

#### B. Insurance

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

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

### C. Severance Benefits

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

#### 1. Resignation

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

#### 2. Retirement, Death, or Disability

The benefits listed below are in addition to those in **Therapists' Fringe Benefits**.

- a. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six (6) months service requirement must be met to be eligible for the disability or death benefit.
- b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.
- c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying 100% of the premiums in advance at the business office.
- d. When retiring, a therapist who has ten (10) years of service and is at least fifty-five (55) years of age may select one of the following benefits based upon the employee's daily rate at the time of retirement:
  1. One (1) day's pay for each full year employed by the Elkhart Community Schools, or
  2. at least forty-five percent (45%) of the unused sick leave will be paid, in accordance with the provisions in the therapist employee booklet.

### D. Change in Therapists Classification

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

#### **Dependent Textbook Fee Stipend**

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

#### **Absences**

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

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

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

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

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

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

#### **Family Illness**

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

individual whose close association with the employee is the equivalent of a family relationship. "Family Unit" shall mean any person related to the employee, genetically or by marriage, or any person for whom the employee is the legal guardian.

### **Job-Related Injury**

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

### **Bereavement**

Employees shall be entitled to be absent from work without loss of compensation on account of death in the immediate family for five (5) business days beyond the date of death in order to attend to matters related to the death of the family member (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.

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Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED EMPLOYEES IN TECHNOLOGY SERVICES POSITIONS COMPENSATION PLAN
Code	po3422.14S
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Adopted	December 13, 2016
Last Revised	November 22, 2022
Last Reviewed	November 28, 2023

#### 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~~2024. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	HOURLY WAGE RANGE
Support Technician	<del>18.89</del> 19.59 - <del>28.23</del> 28.93
Service Desk Coordinator	<del>18.89</del> 19.59 - <del>28.23</del> 28.93
Data Systems Analyst	<del>18.89</del> 19.59 - <del>28.23</del> 28.93

POSITION	YEARLY SALARY RANGE
Manager of Infrastructure Services	72,97575,475 - 104,259106,759
Senior Technical Support Manager	75,13277,632 - 105,359107,859
Manager of Enterprise Application Services	72,07574,575 - 103,359105,859
Network Administrator	53,55756,057 - 72,97575,475
Telecommunications System Administrator	53,55756,057 - 72,97575,475
Deployment Administrator	53,55756,057 - 72,97575,475
Infrastructure Services Coordinator	53,55756,057 - 72,97575,475
LMS & Student Data Integration Specialist	53,55756,057 - 72,97575,475
Application Developer	53,55756,057 - 72,97575,475
EAS Support Specialist	52,65755,157 - 72,07574,575

#### 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. 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  
 Revised 12/14/21

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED PERMANENT SUBSTITUTE TEACHERS' COMPENSATION PLAN
Code	po3422.15S
Status	Proposed
Adopted	January 1, 2017
Last Revised	November 22, 2022
Last Reviewed	November 28, 2023

### 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~~2024. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

Substitute with Bachelors Degree and Substitute Permit	Substitute with Substitute Permit only	Substitute with Indiana Teacher's License
<del>\$162,183</del> per day 180 days plus paid holidays <del>\$30,294</del> <del>\$32,794</del>	<del>\$151,171</del> per day 180 days plus paid holidays <del>\$28,237</del> <del>\$30,737</del>	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)~~ ~~one hundred ninety-one (\$191)~~ 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. 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  
Revised 12/14/21

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED LICENSED PRACTICAL NURSES' COMPENSATION PLAN
Code	po3422.16S
Status	Proposed
Adopted	July 28, 2020
Last Revised	November 22, 2022
Last Reviewed	November 28, 2023

### 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~~2024. 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)
<del>1</del>	<del>0 days or more, but less than 55 days</del>	<del>18.41</del>
2	50 days, but not more than 3 years	20.0322.03
3	3 years to 5 years	21.6523.65
4	5 years to 7 years	23.2725.27
5	7 years and more	24.8926.89

\*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
10 or more, but less than 15	600
15 or more, but less than 20	900
20 or more	1,200

LPN's assigned to duties where custodial care and lifting are required shall be paid a differential of \$1.25 per hour over their existing rate.

#### 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  
Revised 12/14/21

# **MASTER CONTRACT**

**January 1, ~~2023~~2024 – December 31, 2024**

**between**

**ELKHART COMMUNITY SCHOOLS**

**and**

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

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

**Elkhart Community Schools  
Elkhart, Indiana**

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ARTICLE 1  
RECOGNITION

A. For the duration of this Agreement, the Board of School Trustees of the Elkhart Community Schools, hereinafter called the "Board," hereby recognizes, for the purpose of bargaining collectively terms and conditions of employment, the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 962 and Local #2925, hereinafter called the "Union," as exclusive bargaining agent for the full and part-time non-managerial employees listed below, provided that the Union continues to maintain a membership of more than half of such employees, and more than half of such employees sign and deliver to the Board cards authorizing the Union to bargain collectively on the behalf of such employees. Such authorization shall be valid until the employee revokes it. The employee may revoke his or her authorization at any time by notifying the superintendent or authorized designee in writing.

B. The following classifications are included in the bargaining unit:

Custodians  
Custodial Pool  
Engineers  
Grounds  
Mail Truck Driver

- C.
1. The Employer has the authority to hire substitute custodians/temporary employees to perform the duties of bargaining unit members during an approved absence (i.e. vacation, sick leave, personal leave, etc.) of a bargaining unit member. In addition, substitute custodians/temporary employees may be used to perform work during Winter Recess, Spring Recess, and between the last student school day of the school year and the first student school day of a new school year. It is understood both that substitute custodians/temporary employees shall not be used to replace, except in the manner described above, or eliminate bargaining unit employees, and that these substitute custodians/temporary employees are not bargaining unit members. Normally, these employees will not be permitted to work more than forty (40) hours per week.
  2. The Employer presently employs outside contractors for certain activities (e.g. snow removal, custodial services in the transportation building, lawn care, etc.). In the event the Employer intends to employ additional outside contractor(s) to perform bargaining unit work, the Employer shall provide ninety (90) calendar days advanced written notification to the Union President, except in emergency situations, as determined by the administration, when the safety and the security of the corporation does not permit this advanced notice.

ARTICLE 2  
DEFINITIONS

As used in this Agreement:

1. "Board" - the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana.
2. "Calendar days" - every day shall be considered to be a calendar day.
3. "Calendar year" - a year beginning on January 1 and extending through the next succeeding December 31.
4. "Consecutive" - are days or years which follow one right after another.
5. "Demotion" - when an employee voluntarily moves or is involuntarily moved to a lower classification.

6. "Employer" - 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.
7. "Full-time employee" - a person in the employment of the employer and in the bargaining unit as defined in Article 1 of this Agreement, and who is employed on a regular and definite basis for the calendar year, and who works four (4) hours per day or more and twenty (20) hours per week or more.
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.
9. "Night shift differential" - rate paid for work during the time of the second shift.
10. "Promotion" - when an employee successfully bids to a higher job classification.
11. "School year" - a year beginning on July 1 and extending through the next succeeding June 30, or a shorter period of time between these two dates.
12. "Seniority" – for bidding purposes is the length of service in a bargaining unit position since the most recent date of hire as a bargaining unit member. Years of service shall be considered consecutive so long as any interruption of service did not include other employment.
13. "Transfer" - when an employee voluntarily moves or is involuntarily moved to another position in the same classification.
14. "Union" - the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 962 and Local #2925.
15. "Working day" - the time in a working day shall begin at midnight and end at midnight.

### ARTICLE 3 SCHOOL OPERATIONS

- A. The employer reserves all the 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 on 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 rights 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; and
  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 Union 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. The employer shall provide each employee with a copy of the current master contract and a job description.
- B. An employee shall prior to obtaining regular employment status serve a probationary period of employment, during which time such employee will receive a probationary salary pursuant to Appendix A of this Agreement. Such probationary period shall normally be eight (8) work weeks in length.
- C. In the event the Board grants regular employment status, such employee shall become a regular employee upon completion of the probationary period, or such lesser period as the Board at its discretion may grant individual employees.
- D. Full-time employees who have been granted regular employment status shall be eligible for all benefits of this Agreement. Probationary employees are not eligible to receive the benefits of this Agreement, unless specifically provided otherwise.
- E. A probationary employee will not be granted bidding rights.

#### ARTICLE 5 WORK WEEK, OVERTIME, AND BREAKS

- A. The regular work week shall be a forty (40) hour week. Normally, the work week shall be Monday through Friday, except in cases where the employer determines that another work week is necessary or desirable for the efficient operation of the schools. In the event the employer establishes a work week other than that described above, it shall provide ten (10) work days written notice to the Union President and the affected employee(s). In emergency situations, as determined by the administration, this advanced notification may be waived with notice to the Union President of such waiver.

When there is an emergency closing, or delayed opening of schools, the terms of Board Regulation EBCD will be followed.

- B. In the event the employee is required or approved to work as a custodian more than forty (40) hours per week or more than the regularly scheduled eight (8) hours per day, such employee shall receive one and one-half times his or her regular rate of pay for each overtime hour worked. For purposes of computing overtime, such forty (40) hour week shall include all authorized excused absences, except that an employee may not use an excused absence on a day which was worked to receive overtime pay. Therefore, an employee who works forty (40) hours per week, and works overtime that same week shall be paid one and one-half (1-1/2) times his or her regular hourly rate of pay for each overtime hour worked. In the event the employer establishes a four (4) day

work week at ten (10) hours per day, overtime will not apply until the employee works more than forty (40) hours per week, or more than ten (10) hours per day. However, employees working on Sunday would be compensated at 2 times the regular hourly rate for each overtime hour worked. The building supervisor shall make a reasonable effort to allocate overtime in his/her building equitably among the qualified full time employees in that building. However, when there are special qualifications required for the performance of overtime work, the administration will notify the head custodian in a timely fashion of those special qualifications. In those circumstances, the assignment of overtime shall be completed in such a manner that the special qualifications are satisfied.

- C. The employer shall first seek volunteers from the bargaining unit before requiring an employee to work overtime.
- D. An employee shall be allowed a thirty (30) minute unpaid lunch period each full eight (8) hour working day, at a time prescribed by the employer. When the employee leaves the building for lunch, the immediate supervisor shall be notified.
- E. An employee shall be allowed two (2) ten (10) minute paid breaks from duty each full eight (8) hour working day, at a time and place prescribed by the employer.
- F. Custodial work schedules may be adjusted in a building. If a building administrator desires to make a long-term change in a custodian's workday, the following steps are required:
  - 1. The requested change is to be submitted in writing for approval by the Assistant Supervisor of Building Services. At the time it is submitted to Building Services, a copy of the request is to be sent to the President of AFSCME Local 2925. Approval from the Assistant Supervisor of Building Services must be obtained prior to any permanent change.
  - 2. Both the Board and the Union understand that reasonable efforts will be made to establish a work week that is mutually satisfactory with the employee and the employer. In addition, such work week, established by the employer, shall, in the judgment of the employer, be in the best interest of the school corporation. It is important that all parties involved fully communicate with each other prior to any changes in the schedule.

## ARTICLE 6

### TRANSFER, PROMOTION, AND DEMOTION

- A. Transfers between positions may be made either voluntarily or involuntarily.
- B. When a vacancy opens as a result of a demotion or involuntary transfer, this position will be posted. If this position is filled from within the custodial staff, the position left vacant by a successful applicant will be posted. No further positions will be posted as a result of the original demotion or involuntary transfer.
- C. The Employer agrees to post job vacancies for custodial positions which the Employer determines need to be filled. The position shall be posted within fifteen (15) days of the employer making the determination to fill the position. Such posting shall be for a minimum of five (5) days. If the Employer determines it is helpful or necessary to fill such job temporarily, it may do so.
  - 1. Any employee may bid in writing to Human Resources on any job posted. The Employer agrees to fill posted vacancies within twenty-one (21) calendar days after notification to the successful bidder.
  - 2. If an employee successfully bids on a job in a higher classification and at any time within the first forty-five (45) workdays in the new position performs unsatisfactorily, he or she shall be returned to the former classification. A successful bidder will remain in the new position for at least forty-five

(45) workdays before being allowed to bid for another position unless the position is in a higher classification or the successful bidder submits within five (5) workdays after the transfer a written request to the Building Services Manager to be returned to successful bidder's previous position.

3. When an employee transfers between positions with the same position description, (e.g. heavy duty nights in building A to heavy duty nights in building B, etc.) there shall be no transfer probationary period. Employees transferring in this manner will receive a performance evaluation in order to assess whether the employee has successfully transitioned into the new position.
4. When an employee transfers between positions where there is a significant difference in responsibilities (e.g. heavy duty custodian to grounds, night custodian to day time custodian, etc.) there shall be a thirty (30) work day transfer probationary period. An employee who does not successfully complete transfer probation shall be returned to his/her prior classification. Employees will continue to be eligible for all benefits during a transfer probationary period.
5. In considering job bids, the Employer agrees to consider seniority and ability as two (2) of the basic factors in making a decision. Ability shall include consideration of the work record of applicant(s), (i.e. evaluation, attendance, discipline), training, and the applicant(s) ability to perform the duties of the position, which may be evaluated through a formal interview, that would include performance by the applicant(s) of job functions that correspond to the duties expected of employee filling the position.

D. When ability is comparable then seniority shall be the determining factor.

E. In the event an employee is temporarily assigned to a higher paying job for a period of one or more consecutive working days, the employee shall be paid the hourly wage rate of the employee being substituted for during all the consecutive days worked in the higher paying position.

At no time will this mean a reduction in a person's hourly rate of pay when filling a temporary assignment.

When an employee is performing satisfactorily in the temporary position, the employee will not be involuntarily removed from the substitute position, except when the individual is absent for five (5) consecutive working days.

F. When a transfer is necessitated as a result of a position elimination, the employee shall continue to be paid at the rate of the previous job classification until he or she is offered a position for which he or she is qualified as determined by the employer of equal or higher classification and declines, at which time the employee shall then be paid at the rate of the classification in which he or she is presently working.

## ARTICLE 7 PROGRESSIVE DISCIPLINE

A. The parties recognize the concept and use of progressive discipline as a sound basis for employee discipline.

1. Minor offenses
  - a. oral warning
  - b. written warning
  - c. suspension with or without pay and/or discharge
2. Serious offenses - progressive discipline is not required
3. A record of disciplinary transfers, demotions, and suspensions shall have no effect when there have been no disciplinary actions taken against the employee for a period of five (5) consecutive years;

disciplinary records for lesser offenses shall have no effect if there have been no further disciplinary infractions for a period of three (3) consecutive years.

- B. If a custodian is to be disciplined, either the custodian or the employer has the right to have a union representative, designated by the union president, present. When requested by the employee, a copy of any written warning, suspension, or discharge, will be forwarded to the Union President.
- C. The parties agree the determination of penalties is a decision to be made by the employer. The parties agree the employer has the discretion to place an employee on a probationary status as a disciplinary consequence. When an employee is placed on disciplinary probation, the probationary period shall not exceed ninety (90) working days. During the time an employee is on disciplinary probation, the employee will lose all bidding rights. The employee shall receive a progress evaluation after the completion of thirty (30) working days on probation. An employee who successfully completes a disciplinary probation period will be returned to the status of a regular employee.
- D. Disciplinary consequences, e.g. oral and written warnings, suspensions, discharge shall be delivered privately to employees, and not in the presence of other employees with the exception of employees and other administrators present during the meeting because of the employee or administrator's official duties.

## ARTICLE 8 ABSENCES

- A. When unable to report for work, it is the employee's responsibility to notify and give reason for absence to the building services office. This notice must be given at least sixty (60) minutes before the time that the employee regularly reports for work. Failure to do so will result in an unpaid unexcused day. Upon return to work, the employee shall file a report of absence. Deductions for absence will be made at the hourly rate unless covered by an absence policy.
- B. An employee, who after reporting to work cannot complete his or her scheduled shift due to an unforeseen emergency, is required to provide timely notification of the need to leave work with his or her immediate supervisor (when applicable) and contact Building Services by following the procedure outlined below:
  - 1. Call the Building Services Manager or Designee. Contact information for the Building Services Manager and his/her designee shall be posted in each building.
  - 2. In the event the employee is unable to reach the Building Services Manager or Designee, the employee is to leave a message on the voicemail of the Building Services Manager or Designee and also call the Building Services Office leaving a message stating the nature of the emergency. Failure to do so will result in an unpaid unexcused absence.
  - 3. The employee shall file an absence report upon returning to work. Deductions for absence will be made at the hourly rate unless covered by an absence policy.
- C. All members of the bargaining unit are entitled to certain illness and leave benefits. Other than for paid vacation, personal leave, and bereavement leave, any employee who, as determined by the administration, has a record of poor attendance may be subject to discipline, up to and including suspension without pay and/or termination. Extended absences resulting from medically verified illness, or injury, or other approved long term absences shall be the only exception.
  - 1. Building Services shall verify the nature of the absences with Human Resources prior to the issuance of any such discipline.

2. Any absence of an employee may, at the discretion of the employer, be subject to proper and sufficient verification satisfactory to the employer.
3. The employer will provide notice to the employee, and the Union President, when there are concerns with the employee's attendance.
4. Three (3) days' unpaid absence or three (3) days' unexcused absence in any one year shall be considered excessive and may be grounds for suspension or termination.

## ARTICLE 9 ILLNESS ABSENCE

- A.
  1. 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.
  2. An employee who is recovering from a physical disability that is work related will return to work, at his or her regular rate of pay, with approval of the physician designated by the Elkhart Community Schools as soon as the employee is able to complete enough of the tasks in the job description to be productive.
  3. In the event an employee's physical disability is not work-related, the employee's return to work may be approved by the employee's personal physician unless Elkhart Community Schools designates a physician. Elkhart Community Schools will be responsible for paying the costs of a physical examination conducted by a physician that it has designated. In cases where the employee can only complete some but not all of their regular job tasks, then pay will be the C-1 rate, when the absence is not the result of a work related injury.
  4. Positions which are anticipated to become temporarily vacant due to leave may be filled on either a temporary or permanent basis for the duration of the leave.
- B. Full-time classified personnel will be allowed the number of hours equal to one workday per month of employment for illness absence. This will provide ninety-six (96) hours of personal illness/family illness absence annually. This time may be used for either family illness in the immediate family or personal illness. Unused personal illness/family illness time will accumulate as personal illness days.
- C. A full-time employee may carry over from one calendar year to the next a maximum of two hundred and ten days (210) of accumulated personal illness time. Such accumulated personal illness days may be used pursuant to and in accordance with the provisions of this Article, but may not be used for family illness.
- D. Any absences due to illness 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 a verified emergency medical condition of an employee's spouse, parent, or child necessitates personal care by the employee for several days, the employee may annually use up to ten (10) days of his/her personal illness to provide 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 premium 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.

I. Personal Illness Leave/Family Illness Leave Incentive Plan

Effective January 1, ~~2004~~2024, the Personal Illness/Family Illness Leave Incentive Plan is established. For the purpose of the incentive program, the year will be from January 1<sup>st</sup> to December 31<sup>st</sup>.

Employees will have the opportunity to receive four (4) separate attendance incentives each calendar year.

The first incentive will be based upon an employee's attendance during the period beginning on January 1st and ending on March 31st. An employee who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of three hundred seventy-five (\$375.00) dollars for that period. An employee who used one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of one hundred eighty-seven (\$187.00) dollars. This incentive payment will be paid to the employee within thirty (30) days of the last day of the incentive bonus period.

The second incentive payment shall be based upon the employee's attendance during the period which commences on April 1st and ends on June 30th. An employee who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of three hundred seventy-five (\$375.00) dollars for that period. An employee who used one (1) of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of one hundred eighty-seven (\$187.00) dollars. This incentive payment will be paid to the employee within thirty (30) days of the last day of the incentive bonus period.

The third payment will be based upon the period beginning July 1st and ending September 30th. An employee who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of three hundred seventy-five (\$375.00) dollars for that period. An employee who uses one (1) day of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of one hundred eighty-seven (\$187.00) dollars. This incentive payment will be paid to the employee within thirty (30) days of the last day of the incentive bonus period.

The forth payment will be based upon the period beginning October 1st and ending December 31st. An employee who does not use any of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of three hundred seventy-five (\$375.00) dollars for that period. An employee who uses one (1) day of his/her Personal Illness days, Family Illness days, or unpaid time during this period shall be entitled to an incentive payment of one hundred eighty-seven (\$187.00) dollars. This incentive payment will be paid to the employee within thirty (30) days of the last day of the incentive bonus period.

An employee's eligibility for this attendance incentive will be based solely upon the employee's attendance during each period, and will not be impacted by the employee's attendance during any other period.

~~1. If an employee does not use any of his or her personal illness days or family illness days and has no unpaid unexcused days during the year, he or she will be given a payment of \$550 on the following January via separate check. Effective beginning calendar year 2022, for each consecutive year an~~

~~employee does not use any of his or her personal illness days or family illness days, the payment shall increase by \$50 up to a maximum payment of \$750 dollars. Should an employee fail to maintain perfect attendance, the employee may be eligible for an incentive at the lower levels under this program. Once an employee again attains perfect attendance, the employee would be eligible for a payment of \$550 and then again be eligible for increasing payments for consecutive years of perfect attendance.~~

- ~~2. If an employee uses only one of his or her personal illness days or family illness days during the year and has no unpaid unexcused days, he or she will be given a payment of \$350 on the following January via separate check.~~
- ~~3. If an employee uses only two of his or her personal illness days or family illness days during the year and has no unpaid unexcused days, he or she will be given a payment of \$150 on the following January via separate check.~~
- ~~4. In order to be eligible for the incentive pay described in paragraphs 1, 2, and 3 above, the employee must have been employed as of January 1<sup>st</sup>. If the employee is hired after January 1, the incentive payment will be prorated on a percentage of the workdays after the employee was hired.~~
1. ~~For the purpose of the incentive program, a personal illness or family illness day will be when an employee is absent for three (3) or more hours. An absence of less than three (3) hours will be considered a half day. Employees absent ½ day will receive \$450, 1 ½ days \$250, 2 ½ days \$100.~~

#### ARTICLE 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. 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. Up to one (1) day shall be granted with pay to attend the funeral or service of a relative of the employee or the employee's spouse who is not a member of the employee's immediate family and not living in the same household.
- D. A bargaining unit member shall be entitled to use up to one (1) day of Bereavement Leave each year for the death of a close friend.
- E. The Superintendent/designee shall have the discretion to authorize additional bereavement days with or without pay.

#### ARTICLE 11 PERSONAL LEAVE

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

## ARTICLE 12 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.
- B. 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. Leaves may be requested for a period not to exceed one year, and are non-renewable.
- C. The employee will notify the employer at least ten (10) working days prior to his or her return to work, including a physician's statement indicating ability to fulfill the responsibilities of the job. The employer, following such notification, shall provide the employee returning from leave with a job in the same classification as the one previously held. The employer will make reasonable efforts to place the employee in a mutually acceptable assignment. The employee shall return to the first position offered by the employer, as stated above, 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 parental leave shall be in compliance with the terms of The Family and Medical Leave Act of 1993, as amended.

ARTICLE 13  
ADOPTION LEAVE

An employee who legally adopts a child whose age is less than eighteen (18) years old shall be entitled to use up to six consecutive weeks of accumulated sick leave 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 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.

ARTICLE 14  
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 15  
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.
- 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. The employee will notify the employer at least ten (10) working days prior to his or her return to work, including a physician's statement indicating ability to fulfill the responsibilities of the job he/she held prior to the leave. Positions which are anticipated to become temporarily vacant due to leave, may be filled on either a temporary or permanent basis for the duration of the leave. The employer, following such notification, shall place the employee returning from leave in the same position he/she held prior to the leave.
- E. An employee shall be offered 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. All matters involving health leave shall be in compliance with the terms of The Family and Medical Leave Act of 1993, as amended.

ARTICLE 16  
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 17 MATERNITY LEAVE

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

## ARTICLE 18 VACATIONS AND 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 of vacation with pay during the next calendar year. Full-time employees, who have been employed for five (5) consecutive years prior to December 31, are entitled to fifteen (15) working days of vacation with pay during the next calendar year. Full-time employees employed for fifteen (15) consecutive years prior to December 31, are entitled to twenty (20) working days of vacation with pay during the next calendar year. Full-time employees employed for twenty (20) or more consecutive years prior to December 31 are entitled to twenty-five working days of vacation with pay during the next calendar year. Should an employee be unable to use all of his/her vacation days during the calendar year when said days are awarded, he/she shall have through and including June 30<sup>th</sup> of the ensuing year to use any unused days.
- C. Both the Union and the Board recognize that the proper maintenance of school facilities is a team effort which is necessary for the Elkhart Community Schools to provide a clean and safe environment for staff and students. At the same time, the Board acknowledges the need for custodial staff members to use available vacation time in a manner that is conducive to their personal and family needs. With this understanding in mind, all requests for vacation are subject to the approval of the building principal and the Building Services Manager/designee. Because of the importance of maintaining coverage in elementary buildings, the scheduling of vacation time for custodians in elementary buildings will follow these guidelines:

In order to allow for proper coverage planning, the custodian will advise the building principal and the Building Services Manager/designee as to requested vacation dates at least five (5) work days and no more than thirty (30) days prior to the first requested date. The Building Services Manager shall have the discretion to waive these timelines when he/she determines special circumstances exist. When school is in session, during the school term, the maximum number of vacation days that will be considered in a calendar week will be five (5)

days; however, employees may not take five (5) full days of vacation in consecutive weeks when school is in session if an absence for that building is covered by the Service Building.

1. The building principal and the Building Services Manager/designee will both review the request to determine if accommodating the request will create an unreasonable burden for coverage in the building from other sources, such as the custodial pool or the custodial staff in middle schools and high schools.
  2. Where multiple requests have been received from different buildings for use of the same vacation dates and the Building Services Manager/designee has determined that all of such requests cannot be accommodated, the request of the custodian whose vacation request was received earliest will be given highest priority for consideration. In the event that multiple requests for use of the same vacation dates were received on the same date, the request of the custodian with the greatest seniority as defined in this agreement will be given highest priority consideration.
- D. Years of services shall be considered consecutive so long as any interruption of service did not include other employment.
- E. For any employee who works, and is paid for anything less than a full calendar year on account of taking unpaid leave time, mid-year retirement, or other similar circumstances, the number of vacation days earned by the employee will be equal to the number of vacation days the employee would have been entitled to pursuant to Article 15-B multiplied by a percentage which is determined as the number of days for which the employee is compensated divided by the total number of days that the employee would have been compensated for if he/she worked for the full calendar year.
- F. In the event of an emergency, the Superintendent/designee shall have the discretion to waive the prior notification language set forth in Article 15-C-1. Bargaining unit members seeking such waiver must submit their request in writing to the Superintendent.
- G. For the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a 12-month position will be granted years of service based on the following conversion formula. NOTE: the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.

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

The calculated number of years of service will be used in determining the total number of 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 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.

#### ARTICLE 19 HOLIDAY PAY

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

New Year's - two days	(see 1. a.)
Martin Luther King Jr. Day	
Presidents Day	(see 3.)

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

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

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

## ARTICLE 20

### 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 21 INSURANCE

- A. 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.
- B. The Board agrees to contribute ninety percent (90%) of the cost of a group term life insurance policy for all full-time employees with coverage of thirty-five thousand dollars (\$35,000).
- C. The Board agrees to contribute ninety percent (90%) of the cost of a group long-term physical disability insurance policy for all full-time employees who work thirty (30) hours or more and whose annual salary or wage is more than the minimum required for eligibility.
- D. All salary and wage computations shall be made exclusive of overtime salary or wages. The Board shall retain the right to determine and select the group insurance programs for all employees.

## ARTICLE 22 SEVERANCE BENEFITS

A full-time 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 and vacation 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 resignation. This payment shall be accomplished by establishing the effective date of resignation to include the unused days.

## ARTICLE 23 RETIREMENT, DEATH, OR DISABILITY BENEFITS

- A. A full-time employee who has completed a minimum of six (6) months continuous active service at the Elkhart Community Schools is eligible for benefits. To receive the retirement benefits, the employee must have completed ten (10) or more consecutive years of employment with the Elkhart Community Schools, and be fifty-five (55) years of age or eligible for PERF retirement pursuant to the "Rule of 85." A maximum of thirty-five (35) 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. Both unused vacation days and vacation days earned in the current year shall also be paid prior to retirement, or upon disability, or death of the employee. In the event of death, the benefit shall be paid to the decedent's estate. The term "permanently disabled" means complete inability to continue or work in any job within the bargaining unit for an indeterminate period. Only the six months service requirement must be met to be eligible for the disability or death benefit.
- B. A full-time employee who has completed ten (10) or more consecutive years of employment with the Elkhart Community Schools and is fifty-five (55) or older at the time of retirement, or death shall be eligible for early retirement benefits. Forty-five percent (45%) of accumulated sick leave will be paid for those employees who satisfy the eligibility requirements for this benefit. In the event of the death of an eligible employee, these benefits will be paid to the decedent's estate.

- C. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying one hundred percent (100%) of the premiums in advance at the business office.
- D. Any employee who has perfect attendance, other than vacation, personal leave, or bereavement days, in any full year no later than 2001 shall be paid the sum of one hundred dollars (\$100) for each year at the time of retirement. Any employee who is absent for any reason for five (5) or less days, other than vacation or bereavement days, in any full year shall be paid the sum of fifty dollars (\$50) for each year at the time of retirement. This benefit shall be for a maximum of thirty (30) years, and shall not include attendance for 2002 or any later year.
- E. A bargaining unit member who dies with ten (10) or more consecutive years of service in the corporation is eligible for one of the following benefits based upon the employee's daily rate at the time of death:
  - 1. One day's pay for each full year employed by the Elkhart Community Schools, or;
  - 2. forty-five (45%) percent of the deceased employees unused accumulated sick leave, whichever is the greater amount.

This benefit will be paid by the Elkhart Community Schools to the employee's beneficiary.

#### ARTICLE 24 UNIFORMS AND APPEARANCE

- A. An employee will receive three (3) shirts and three (3) pants. 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.
- B. There will be an annual fitting of uniforms for all employees during the month of December. The date for the fitting will be selected by the administration and notice given to employees. At this fitting, uniforms for the upcoming year will be ordered. Any employee who is absent from work on this date will be expected to make arrangements with the administration for another fitting during December.
- C. Employees completing their probationary period prior to October 1 will receive five (5) uniforms upon successful completion of their probation and will also participate in the December ordering for the following school year. Employees completing their probationary period after October 1 will receive five (5) uniforms after successful completion of their probation, but will not be eligible to order additional uniforms until December of the following year.
- D. The uniforms will be worn properly by all employees while performing their assigned duties, and will not be worn at other employment. T-shirts are only to be worn on non-school days and are not to be worn during scheduled school events. Shorts, available through the authorized ECS uniform vendor, can only be worn during the period beginning May 1 through and including September 30. Employer identification will be worn on the shirt at the location prescribed by the employer.
- E. Employees will maintain a neat and clean personal appearance.

ARTICLE 25  
DEPENDENT TEXTBOOK FEE STIPEND

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

ARTICLE 2625  
TRANSPORTATION ALLOWANCE

An employee who is directed by the superintendent or 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 log book 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 2726  
PAYROLL DEDUCTIONS

- A. Upon the written request of any employee, deductions will be made for Union dues provided twenty percent (20%) or more of the employees within the bargaining unit request it. Such employee shall sign and deliver to the Board an assignment authorizing Union dues deductions. All deductions will be in accordance with the rules and regulations as established from time to time by the employer. Provided appropriate written authorization is received from an employee, the employer may add to said employee's Union dues a deduction for PEOPLE.
- B. The Union agrees to hold the Board and its agents harmless for any claims, suit, or judgment brought by any employee for said deduction.
- C. Upon appropriate written authorization from an employee, the employer shall deduct from the check of that employee and make appropriate remittance for United Way, an annuity program, credit union, and insurance.
- D. To cancel any of these previously authorized deductions, the employee shall notify the employer in writing of such desire, except for the credit union, in which case the authorization shall be made to the credit union, who will notify the employer.
- E. The Board agrees to make available a Section 125 Flexible Benefit Plan.
- F. Dues Deductions
  - 1. Prior to December 15 of each year the Union shall deliver to the employer an updated list of employees who have signed authorization for deduction of membership dues.
  - 2. The employer shall deduct, to the extent permitted by law, the authorized sum in twenty-four (24) equal semi-monthly payments and remit to the Union within fifteen (15) days of the paycheck date.
  - 3. A member of bargaining unit who chooses to revoke deduction authorization for Union dues shall provide written notice to the employer on the form provided to the employer by the Union. The employer will within five (5) work days of receipt of said notice inform the Union in writing of receipt of such notice.
  - 4. The Union agrees to indemnify and hold the employer harmless against any liability which may arise by reason of any action taken by the employer in complying with the provisions of this Article provided the

employer gives the Union timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph

ARTICLE ~~28~~27  
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. In the event regular employees are laid off, the employer will first consider employment records (i.e. attendance and discipline), subject to the limitations set forth in Article 7(a)(3), as the primary factors in making its decision as to which regular employees are to be laid off. In the event that employment records are equivalent, the employee with less seniority will be subjected to layoff. The employer will determine if vacancies which are created as a result of a layoff must be filled. Any such vacancies that are filled will be in accordance with the posting requirements of Article 6-C. Job bids in response to such postings will be considered pursuant to Article 6-D. If the vacancy cannot be filled following the posting, the employer may fill the position through an involuntary transfer.
- B. In the event such employees are to be recalled, regular employees shall be offered employment based on seniority, provided that such employees have on file in the Human Resources office, contact information, including the address to which such offer of re-employment may be sent, telephone number, e-mail address (if applicable), etc., and provided further that such recall rights cease after thirty-six (36) months from the date of lay-off.

ARTICLE ~~29~~28  
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 ~~30~~29  
WITHHOLDING OF SERVICES

- A. The Union and any and all employees 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 Union 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 on school property.

ARTICLE ~~31~~30  
GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievant" means an aggrieved employee who by filing a grievance requests that a complaint be processed.
2. A "grievance" means an allegation by a grievant of a violation of a specific article or section of this Agreement.



3. The term "Principal" shall also refer to the employee's immediate administrative supervisor where not supervised by a principal.

## B. INFORMAL PROCEDURE

Within ten (10) working days of the time a grievance arises, the grievant, either directly or accompanied by his or her Union Steward, will present the grievance to his or her Principal during working hours. Within five (5) working days after presentation of the grievance, the Principal, with the approval of the Supervisor of Building Services or designee (or the Supervisor for Building Services or designee, if the grievance involves an issue not directly connected to a particular school), shall give his or her answer orally to the employee.

The Union president, vice-president or any of his or her designees shall have reasonable time during working hours to hear complaints and to adjust grievances. The president or vice-president must call his/her immediate supervisor and Building Services before conducting such business.

## C. FORMAL PROCEDURE

The Board and Union agree that neither party shall be permitted to rely on grounds or on any evidence not previously disclosed to the other party.

The school board shall have no power to amend, subtract from, add to, alter, disregard, or modify any of the terms of this Contract.

### 1. Step One

- a. Within five (5) working days of the oral answer, if the grievance is not resolved informally, it shall be stated in writing, signed by the grievant and lodged with the Supervisor of Building Services or designee on the form provided in Appendix C of this Agreement.
- b. The "Statement of Grievance" shall name the employees involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the Union with respect to these provisions, and shall indicate the specific relief requested.
- c. Within five (5) working days after receiving the grievance, the Supervisor of Building Services or designee shall communicate his or her answer in writing to the grievant and the Union Steward.

### 2. Step Two

- a. If the grievance is not resolved in Step One, the grievant may, within five (5) working days of receipt of the Supervisor of Building Services' (or designee's) answer, submit to the District Counsel/Chief of Staff a written "Statement of Grievance" signed by the grievant. A copy shall be given to the Principal (if appropriate) involved at the same time.
- b. The District Counsel/Chief of Staff shall give the Union representative an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the District Counsel/Chief of Staff and the Union.

### 3. Step Three

Within five (5) working days after receipt of the District Counsel/Chief of Staff's decision, the Union, with the permission of the grievant, may submit the grievance to the Superintendent. If the

Superintendent requests that further investigation is necessary, the grievant may appear in person before the Superintendent and state his/her position. The District Counsel/Chief of Staff, at such time, may be present to represent the administration's position. The Superintendent shall give the Union representative an answer in writing within five (5) working days.

#### 4. Step Four

Within ten (10) working days after the Superintendent's (or authorized designee's) decision, the Union, with the permission of the grievant, may submit the grievance to the Board of School Trustees. The Board of School Trustees shall have the authority to render a decision on the basis of the written record of the grievance, and any other written materials or documentary evidence submitted by either party. Any written materials or documentary evidence that are to be considered by the Board must be submitted no later than ten (10) working days after the grievance is submitted to the Board. The Board of School Trustees shall have the authority to hold a hearing if it determines that a hearing is necessary. The Board of School Trustees will render a decision within thirty (30) days of receipt of the grievance.

### D. APPEARANCE AND REPRESENTATION

1. Hearings held under this procedure shall be conducted at a time and a place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. Such hearing shall be conducted at a mutually agreed time.
2. The Board and the Union are responsible for the payment of their own representatives and witnesses involved in any grievance meeting or hearing.
3. If the grievance arises from an action of authority higher than the Principal of a school, the employee may present such grievance at Step Two of this procedure.

### E. TIME LIMITS

1. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time shall constitute a denial of the grievance and permit the Union to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the Board's answer at the previous step.

### F. LEGAL RIGHTS

1. Nothing contained herein shall deny to any employee his or her rights under State or Federal Constitutions and Laws.
2. An employee may use the grievance procedure to appeal discharge. The sole issue shall be whether the employee was discharged arbitrarily and capriciously.
3. No employee shall use the grievance procedure to appeal any act or decision of the Board or Administration if such grievance procedure might subject the Board or Administration to double jeopardy in another forum. Double jeopardy refers to the authority of a state, local or federal agency or commission to assume jurisdiction over the facts or issues in dispute.

ARTICLE ~~32~~31  
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 Indiana Department of Education 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 ~~33~~32  
TIME OFF FOR UNION BUSINESS

- A. The Union president and/or his/her designee shall be allowed a total of three (3) days' time off, with pay, to attend Union functions. Notice to attend such functions shall be given to the principal and the Supervisor of Building Services as far in advance as possible, but at least twenty-four (24) hours before the event. This pay would not be deducted from personal business or vacation.
- B. The Union president and/or his/her designees, who are approved for more than three (3) days off for such Union functions shall be allowed to use any available personal or vacation days, excluding sick time.
- C. This allotted time shall be considered an excused absence and shall not be figured in determining perfect attendance for the year.

ARTICLE ~~34~~33  
LEAVE TO SERVE IN UNION OFFICE

- A. An employee may request and shall be granted a leave of absence, without pay or benefits, for the purpose of serving in an elected state or national American Federation of State, County, and Municipal Employees office. This leave shall be for a period of one (1) year. Additional leave of not less than one (1) year may be requested. Additional leave shall be approved if requested.
- B. Upon return, the 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 leave. The leave of absence will not be considered as a break in seniority, but no additional years of seniority will accrue during the leave of absence.

ARTICLE ~~35~~34  
SUPERVISORY NEPOTISM

In order to avoid actual or potential conflicts of interest, no bargaining unit member shall use his or her position to exercise any discretionary authority or participate in the recommendation of the appointment, dismissal, promotion, demotion, evaluation, or discipline for any member of his/her immediate family who is also an employee of the district. In the event a bargaining unit member is presently working in a position where he/she is supervised by a member of his/her immediate family; that unit member shall, when a similar position becomes vacant, be transferred from his/her present position into the vacant position.

ARTICLE 3635  
EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

- A. This Agreement shall constitute the full and complete understandings and commitments between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, agree that negotiations will only be re-opened on Appendix A and/or B, along with one language item designated by the Union and/or Employer for the second and third year. Negotiations will not be reopened on any other item contained herein or not, during the life of this agreement.
- B. All conditions of employment in effect in the district prior to and at the time this agreement is signed are null and void. This agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning all rights and benefits of employment, whether covered herein or not.
- C. This Agreement is made and entered into at Elkhart, Indiana, on December 14, 2021, by and between the Board of School Trustees of the Elkhart Community Schools, County of Elkhart, State of Indiana, and the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 962 and Local #2925.
- D. This Agreement shall be effective on January 1, 2022, and shall continue in effect through December 31, 2024. This Agreement may be extended in writing by mutual agreement of the parties and it is expressly understood that otherwise it shall expire on the date indicated.
- E. This amendment to the current Agreement is made and entered into at Elkhart, Indiana, on November ~~22~~<sup>28</sup>, ~~2022~~<sup>2023</sup> 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.
- F. This Agreement as amended shall be effective on January 1, ~~2023~~<sup>2024</sup>, and shall continue in effect through December 31, 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.
- G. Whenever any notice is required to be given either of the parties to this Agreement to the other party, either shall do so by certified mail at the following addresses:

If by the Union to the  
Superintendent, at

2720 California Road  
Elkhart, Indiana 46514

If by the Employer to the  
Union, at

1422 North Pennsylvania Street  
Indianapolis, Indiana 46202

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

Board of School Trustees of  
The Elkhart Community Schools

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

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

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

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

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

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

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

CUSTODIAL WAGESJanuary 1, ~~2023~~2024 – December 31, ~~2023~~2024

	Job Classification	Probationary Hourly Rate (0-55 days)	Regular Hourly Rate (over 56 days in the bargaining unit)
C-1	Custodian - Light Duty	<del>16.55</del> 17.25	<del>18.41</del> 19.11
C-2	Custodian - Heavy Duty Grounds Keeper	<del>16.97</del> 17.67	<del>18.87</del> 19.57
C-3	Swing Person (two buildings) Night Supervisor-MS, EACC, ETI	<del>17.34</del> 18.04	<del>19.25</del> 19.95
C-4	Custodial Pool	<del>17.71</del> 18.41	<del>19.65</del> 20.35
	Mail Truck Driver*		
C-5	Elementary Head Custodian Head Grounds-HS/FD	<del>18.42</del> 19.12	<del>20.31</del> 21.01
C-6	Head Custodial Pool	<del>19.16</del> 19.86	<del>21.04</del> 21.74
C-7	E.A.C.C. Head Custodian Asst. H.S. Head Custodian M. S. Head Custodian, ETI Head Custodian	<del>19.55</del> 20.25	<del>21.43</del> 22.13
C-8	Maintenance Engineer	<del>19.71</del> 20.41	<del>21.63</del> 22.33
C-9	High School Head Custodian	<del>20.57</del> 21.27	<del>22.29</del> 22.99

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

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

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

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

A differential of one (\$1.00) dollar per hour shall be paid, by claim, to an employee possessing a commercial driver's license (CDL) for time spent operating any equipment where possession of a CDL is required.

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

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

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

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

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

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

The above is not compounding.

~~November 22, 2022~~[November 28, 2023](#)

~~2023~~ 2024 EMPLOYER SHARE  
HEALTH AND DENTAL INSURANCE PREMIUMS

HealthSync Plan 1

Coverage	Contribution
Single	<del>\$6,228.00</del> <u>6,385</u>
Employee and Spouse	<del>\$11,641.00</del> <u>11,928</u>
Employee and Child(ren)	<del>\$7,870.00</del> <u>8,054</u>
Family	<del>\$16,229.00</del> <u>16,631</u>
Family Both Employed	<del>\$16,579.00</del> <u>16,981</u>

HealthSync Plan 2

Coverage	Contribution
Single	<del>\$6,213.00</del> <u>6,385</u>
Employee and Spouse	<del>\$11,604.00</del> <u>11,928</u>
Employee and Child(ren)	<del>\$7,834.00</del> <u>8,054</u>
Family	<del>\$16,185.00</del> <u>16,631</u>
Family Both Employed	<del>\$16,535.00</del> <u>16,981</u>

~~Plan 3~~

Coverage	Contribution
<del>Single</del>	<del>\$6,208.00</del>
<del>Employee and Spouse</del>	<del>\$11,594.00</del>
<del>Employee and Child(ren)</del>	<del>\$7,834.00</del>
<del>Family</del>	<del>\$16,175.00</del>
<del>Family Both Employed</del>	<del>\$16,525.00</del>

~~Plan 4~~

Coverage	Contribution
<del>Single</del>	<del>\$6,199.00</del>
<del>Employee and Spouse</del>	<del>\$11,574.00</del>
<del>Employee and Child(ren)</del>	<del>\$7,818.00</del>
<del>Family</del>	<del>\$16,154.00</del>
<del>Family Both Employed</del>	<del>\$16,504.00</del>

GRIEVANCE REPORT FORM

## STEP I - Manager of Building Services

Building	Assignment	Name of Grievant	Date Filed

STATEMENT OF GRIEVANCE

A. Employee(s) involved: \_\_\_\_\_

B. Date grievance occurred: \_\_\_\_\_

C. Specific facts giving rise to grievance: \_\_\_\_\_

D. Section or Provisions of the Master Contract, Board Policy or laws alleged to have been violated: \_\_\_\_\_

E. Specific relief requested \_\_\_\_\_

\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Grievant\_\_\_\_\_  
Date received by employer\_\_\_\_\_  
Signature of Building Services Manager or designee

F. Disposition by Building Services Manager or designee: \_\_\_\_\_

(Attach response)

G. Date grievance response distributed: \_\_\_\_\_

H. Date received by grievant: \_\_\_\_\_



STEP 2 – District Counsel/Chief of Staff

I. Date Step 2 grievance filed with District Counsel/Chief of Staff: \_\_\_\_\_

J. Signature of Grievant: \_\_\_\_\_

K. Date received by the District Counsel/Chief of Staff: \_\_\_\_\_

L. Disposition by the District Counsel/Chief of Staff:

(Attach response)

M. Date response distributed: \_\_\_\_\_

N. Date received by grievant: \_\_\_\_\_

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STEP 3 - Superintendent

O. Date Step 3 grievance filed with the Superintendent: \_\_\_\_\_

P. Signature of grievant: \_\_\_\_\_

Q. Date received by Superintendent: \_\_\_\_\_

R. Disposition by Superintendent:

(Attach response)

S. Date response distributed: \_\_\_\_\_

T. Date received by grievant: \_\_\_\_\_

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STEP 4 - Board of School Trustees

U. Date Step 4 grievance filed with the Board of School Trustees: \_\_\_\_\_

V. Signature of grievant: \_\_\_\_\_

W. Response of Board of School Trustees

(Attach response)

X. Date distributed: \_\_\_\_\_

Y. Date received by grievant: \_\_\_\_\_

cc: Immediate Supervisor

August 1995

ACCOUNT BALANCES/INVESTMENT DETAIL  
October 2023

CASH:

Petty Cash	\$	500.00
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BANK ACCOUNTS:

Everwise Credit Union	\$	3,000,181.97
Lake City Bank – Accounts Payable		(1,719,210.02)
Lake City Bank – Payroll Account		(394,043.06)
Lake City Bank – Flex Account		77,184.36
Lake City Bank – Merchant Account		(25.20)
Lake City Bank – Prepaid Lunch		1,064,992.05
Lake City Bank – Deposit Account		31,175,794.64
Lake City Bank – Book Rental		-

INVESTMENTS:

Certificate of Deposit	-
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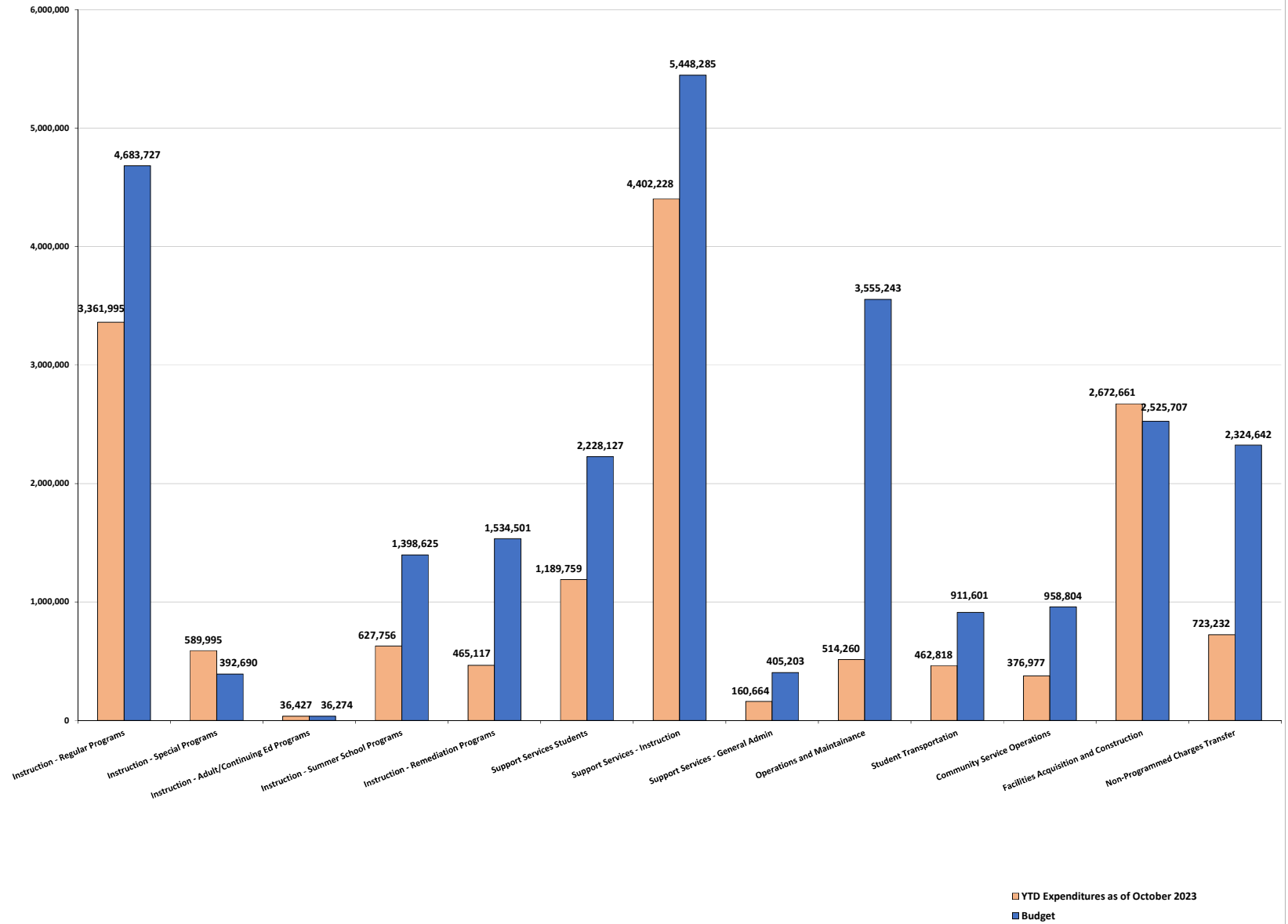
**\$ 33,205,374.74**

### ESSER III - Utilization Review

YTD Expenditures as of October 2023	Total % of Allocation Expended	Account	Budget	% of Total Budget
3,361,995.06	71.78%	Instruction - Regular Programs	\$4,683,726.72	17.74%
589,994.91	150.24%	Instruction - Special Programs	\$392,690.00	1.49%
36,426.94	100.42%	Instruction - Adult/Continuing Ed Programs	\$36,274.00	0.14%
627,756.42	44.88%	Programs	\$1,398,625.00	5.30%
465,117.14	30.31%	Instruction - Remediation Programs	\$1,534,501.00	5.81%
1,189,759.33	53.40%	Support Services Students	2,228,127.00	8.44%
4,402,227.84	80.80%	Support Services - Instruction	5,448,285.00	20.63%
160,663.56	39.65%	Admin	405,203.00	1.53%
514,259.93	14.46%	Operations and Maintenance	3,555,243.00	13.47%
462,817.90	50.77%	Student Transportation	911,601.00	3.45%
376,977.44	39.32%	Community Service Operations	958,804.00	3.63%
2,672,660.74	105.82%	Construction	\$2,525,707.00	9.57%
723,232.01	31.11%	Transfer	\$2,324,642.00	8.80%
<b>\$15,583,889.22</b>	<b>59.02%</b>		<b>\$26,403,428.72</b>	<b>100.00%</b>

Expenditures for October 2023 consisted of salaries/benefits, professional development, and supplies for budgeted programming.

### ESSER III - Expenditure to Budget as of 10/31/2023



# Medical Plan Experience

October 2023

	<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	\$ (24,448)	\$ -	\$ 1,033,033	\$ (1,033,033)
Anthem Medical	\$ 527,540	\$ 803,511	\$ (275,971)	\$ 6,017,546	\$ 4,836,847	\$ 1,180,699
CVS Rx	\$ 298,317	\$ 272,305	\$ 26,012	\$ 2,164,691	\$ 1,783,505	\$ 381,186
Rx Rebate	\$ -	\$ -	\$ -	\$ (799,712)	\$ (524,419)	\$ (275,293)
Less Amt Above Stop Loss	\$ (8,984)	\$ (365)	\$ (8,619)	\$ (146,573)	\$ (13,452)	\$ (133,121)
Claim Cost Total	\$ 816,873	\$ 1,099,899	\$ (283,026)	\$ 7,235,952	\$ 7,115,514	\$ 120,438
Expected Claim Cost	\$ 877,468	\$ 843,626	\$ 33,842	\$ 8,663,407	\$ 8,609,449	\$ 53,958
Claims vs. Expected	\$ (60,595)	\$ 256,273		\$ (1,427,455)	\$ (1,493,935)	
Non Claim Costs (administration,clinic, pharmacy, stop-loss)	\$ 238,201	\$ 219,263	\$ 18,938	\$ 2,333,033	\$ 2,199,375	\$ 133,658
Total Cost (Claim + Non-claim)	\$ 1,055,074	\$ 1,319,162		\$ 9,568,985	\$ 9,314,889	
Enrollment	1,018	984		10,126	10,086	
Cost Per Employee Per Month (PEPM)	\$ 1,036.42	\$ 1,340.61		\$ 944.99	\$ 923.55	2.3%
Paid Claims Per Employee				\$ 714.59	\$ 705.48	1.3%

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS (ADMINISTRATORS)
Code	po3421.01A (includes revisions shared with the BST)
Status	Second Reading
Adopted	December 13, 2016
Last Revised	July 13, 2023
Last Reviewed	November 28, 2023

### 3421.01A - PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLANS (ADMINISTRATORS)

#### Administrative Salary Schedule

Salary - Low	Salary - High	Position
<del>109,893</del> 112,393	<del>133,647</del> 136,147	Assistant Superintendent of Exceptional Learners
<del>109,893</del> 112,393	<del>133,647</del> 136,147	Assistant Superintendent of Instruction
<del>109,893</del> 112,393	<del>133,647</del> 136,147	Assistant Superintendent of Student Services
<del>109,893</del> 112,393	<del>133,647</del> 136,147	Chief Operating Officer
<del>108,893</del> 111,394	<del>132,426</del> 134,926	Chief Financial Officer
<del>108,894</del> 111,394	<del>132,426</del> 134,926	Director of Elkhart Area Career Center
<del>108,894</del> 111,394	<del>132,426</del> 134,926	District Counsel/Chief of Staff
<del>108,894</del> 111,394	<del>132,426</del> 134,926	Executive High School Principal
<del>98,904</del> 101,404	<del>120,216</del> 122,716	Director of Secondary Curriculum
<del>98,904</del> 101,404	<del>120,216</del> 122,716	Director of Elementary Curriculum
<del>98,904</del> 101,404	<del>120,216</del> 122,716	Director of Human Resources
<del>98,904</del> 101,404	<del>120,216</del> 122,716	Director of Technology
<del>98,904</del> 101,404	<del>120,216</del> 122,716	Director of Federal Programs
<del>88,914</del> 91,414	<del>108,006</del> 110,506	Director of Transportation
<del>88,914</del> 91,414	<del>108,006</del> 110,506	Director of Food Services
<del>96,906</del> 99,406	<del>117,774</del> 120,274	Elkhart Area Career Center Principal
<del>96,906</del> 99,406	<del>117,774</del> 120,274	Freshman Division Principal
<del>88,914</del> 91,414	<del>108,006</del> 110,506	Elementary Principal
<del>88,914</del> 91,414	<del>108,006</del> 110,506	PRIDE Academy PrincipalPrincipal Alternative Education/Emotional Disabilities Program-K-8
<del>96,906</del> 99,406	<del>117,774</del> 120,274	Middle School Principal
<del>88,914</del> 91,414	<del>108,006</del> 110,506	<del>Director of Literacy</del>
<del>88,914</del> 91,414	<del>108,006</del> 110,506	High School Principal School of Study
<del>88,914</del> 91,414	<del>108,006</del> 110,506	High School Principal Elkhart Academy
<del>88,914</del> 91,414	<del>108,006</del> 110,506	Supervisor of Special Programs
<del>79,923</del> 82,423	<del>97,017</del> 99,517	<del>Alternative Programs Principal</del>
<del>89,913</del> 92,413	<del>109,227</del> 111,727	High School Athletic Director
<del>79,923</del> 82,423	<del>97,017</del> 99,517	Assistant Director of Human Resources
<del>79,923</del> 82,423	<del>97,017</del> 99,517	Controller
<del>79,923</del> 82,423	<del>97,017</del> 99,517	Director of English Learners
<del>88,914</del> 91,414	<del>108,006</del> 110,506	Director of Counseling

79,923	82,423	97,017	99,517	High School Assistant Principal
79,923	82,423	97,017	99,517	Middle School Assistant Principal
79,923	82,423	97,107	99,517	Supervisor of Accounting, Audits, and Investments
71,931	74,431	87,249	89,749	Director of Communication
71,931	74,431	87,249	89,749	Director of Inclusion
71,931	74,431	87,249	89,749	Elementary Assistant Principal
71,931	74,431	87,249	89,749	Supervisor of Early Childhood
88,914	91,414	108,006	110,506	Principal of School Without Walls
79,923	82,423	97,017	99,517	Supervisor of Student Services/Attendance Officer
88,914	91,414	108,006	110,506	Director of School Safety, Security, and Risk Assessment
96,906	99,406	117,774	120,274	High School Vice Principal
88,914	91,414	108,006	110,506	Director of High Ability

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

### Placement of Newly Employed Administrators on the Administrator Salary Schedule

The Superintendent shall place newly employed administrators on the salary schedule by application of the rubric set forth in the table below:

Hiring Rubric		Column A Times Factor	Column B Possible Points
<b>Education</b>	max	2	24
	12		
BA with Licensure	5		
MA with Licensure	8		
Ed.S with Licensure	10		
Ph.D. with Licensure	12		
<b>Experience</b>	max	2	30
	15		
3-5 years	5		
6-10 years	10		
10+ years	15		
<b>Environment</b>	max	2	26
	13		
Coming from District Unlike ECS	4		
Coming from District Like ECS	8		
Coming From ECS	13		
Superintendent Director of Human Resources' Discretion	max	2	20
	10		
<b>Total Points</b>			100

The Director of Human Resources shall have the discretion to award the maximum of 10 points on the hiring rubric when seeking to fill an administrative vacancy in a high need area, an area of limited supply, or when an applicant possesses a unique skill set required for the position.

Whenever the Director of Human Resources exercises such discretion, a supporting memorandum shall be provided to the Superintendent and Board of School Trustees setting forth the rationale for awarding the additional points. A copy of which will be retained in the employee's personnel file.

In addition, the Superintendent shall have the discretion to place a candidate at the top of the salary range for the position being filled. Whenever the Superintendent exercises this discretion, the Superintendent shall provide a memorandum to the Board of School Trustees setting forth the rationale for the exercise of such discretion, and a copy of which will be retained in the employee's personnel file.

The points awarded to the incoming administrator in Column B translate to the percentage of the range which would be applied. For example:

The range of salaries for elementary principals may vary by \$19,000 from the lowest possible salary to the highest possible salary for administrators in this category. A newly employed principal may have the following characteristics:

<b>Education</b>	MA = 8 points x 2	16 points
<b>Experience</b>	5 years = 5 points x 2	10 points
<b>Environment</b>	Like Elkhart Schools = 8 x 2	16 points
<b>Discretion</b>	Using no discretion	0 points
<b>Total Points</b>		42 points

For the purpose of this rubric, environment shall be defined as urban districts with demographics similar to Elkhart Community Schools.

The incoming administrator would then receive a percentage of the total variance between the lowest and highest possible salary equivalent to the points earned. In the example described above, the incoming administrator's initial salary would be \$7,980 above the lowest possible salary for an administrator in that category.

#### Current Administrator Movement on the Salary Schedule

<b>Rubric for Current ECS Admin Annual Review</b>		<b>Column A Times Factor</b>	<b>Column B Possible Points</b>
<b>Education</b>	max 12	2	24
BA with Licensure	5		
MA with Licensure	8		
Ed.S. with Licensure	10		
Ph.D. with Licensure	12		
<b>Experience</b>	max 25	2	50
3-5 years	5		
6-10 years	10		
11-15 years	18		
16+ years	25		
<b>Environment</b>	max 13	2	26
Coming from District Unlike ECS	4		
Coming from District Like ECS	8		
Coming from ECS	13		
<b>Total Points</b>			100

The points awarded to the current administrator in Column B translate to the percentage of the range which would be applied for a compensation increase. For example:

The range of salaries for elementary principals may vary by \$19,000 from the lowest possible salary to the highest possible salary for administrators in this category. A currently employed principal may have the following characteristics:

<b>Education</b>	MA = 8 points x 2	16 points
<b>Experience</b>	5 years = 5 points x 2	10 points
<b>Environment</b>	Coming From Elkhart Schools = 13 x 2	26 points
<b>Total Points</b>		52 points

For the purpose of this rubric, experience shall be defined as experience as an administrator or in an administrator capacity within or outside of Elkhart Community Schools. This is also inclusive of time as an academic dean at Elkhart Community Schools.

A current administrator would then receive a percentage of the total variance between the lowest and highest possible salary equivalent to the points earned. In the example described above, the incoming administrator's initial salary would be \$7,980 above the lowest possible salary for an administrator in that category.

#### Position Value Matrix

A committee of three (3) administrators appointed by the Superintendent shall utilize the position value matrix, set forth below, in order to make a recommendation to the Superintendent regarding the appropriate placement of any newly created administrative position on the Corporation's Administrative Salary Schedule, and for the reclassification of any currently existing administrative position whenever there has been a substantial change in responsibilities for such position.

Normally, recommendations for reclassification of an administrator position shall be submitted to the Board for consideration on or before September 1st.



<b>Component</b>	<b>Minimal</b>	<b>Low</b>	<b>Medium</b>	<b>High</b>
<b>Expertise and Education</b> <i>(Total Points Available 40)</i>	<b>10 POINTS</b>  Position involves complicated procedures, skills, or equipment that are integrated within the overall departmental operation, but does not require much experience.  Position description indicates a Bachelor's Degree is preferred.	<b>20 POINTS</b>  Position requires a college-level education in a professional or technical field, advanced skills, and a vocational level knowledge of a professional field.  Position description indicates a Bachelor's Degree is required but might also require further credentials or certifications.	<b>30 POINTS</b>  Position requires college-level education in a professional or technical field, broadened by extensive related work experience.  Position description indicates a Master's Degree is required.	<b>40 POINTS</b>  Position requires professional, technical, or managerial expertise in at least one field, developed through extensive experience, training and education to the point of being an authority in the Corporation.  Position description indicates a requirement for education beyond a Master's Degree.
<b>Decision-Making Discretion and Impact</b> <i>(Total points Available 60)</i>	<b>15 POINTS</b>  Decisions made by this position usually directly affect the quality, quantity, and timeliness of work produced by this position itself, those closely engaged in related work (work unit), or, at times, by those in different work units. The majority of decisions made by this position relate to how the work should be done (work execution), but some relate to work planning.	<b>30 POINTS</b>  Decisions made by this position usually directly affect the success of a major department or school in meeting its objectives. Decisions are roughly balanced between planning and execution.	<b>45 POINTS</b>  Decisions made by this position usually directly affect the success of the District in meeting its objectives and mission. The majority of decisions are related to program and resource planning, allocation, and adjustment.	<b>60 POINTS</b>  Decisions made in these positions regularly affect the short- and long-term success of the District. Decisions are balanced roughly between those related to strategic plans and program/resource planning and allocation. Effects of decisions are characterized by a high visibility inside and outside the organization.

<b>Interpersonal Relations</b> <i>(Total Points Available 20)</i>	<b>5 POINTS</b>  Position requires the normal courtesy and respect for others expected of any employee. Contact is primarily with coworkers and supervisors.	<b>10 POINTS</b>  Position requires the normal courtesy and respect for others expected of any employee, plus a moderate degree of tact. Contact is with employees, students, and the public on primarily routine requests or inquiries.	<b>15 POINTS</b>  Position requires more than normal courtesy and respect for others. Position requires sufficient tact and diplomacy to effectively handle regular contact outside of the organization on difficult or sensitive matters; job might alternatively, require extensive interaction with students.	<b>20 POINTS</b>  Position requires, in addition to tact and diplomacy, the ability to persuade and motivate others, both inside and outside the organization, to take desired action. Position is characterized by regular interaction with the Board of Education and the public on complex and highly sensitive matters.
<b>Supervision</b> <i>(Total Points Available 20)</i>	<b>5 POINTS</b>  Directly supervises non-administrative positions, does not have any direct reports, and/or completes limited work on cross-departmental projects.	<b>10 POINTS</b>  Directly supervises employees and administrators mainly with Minimal Expertise and Education and/or Supervision requirements. Position maintains supervisory capacities consistent with those of Asst. Principals at the Elementary or Middle School Level.	<b>15 POINTS</b>  Directly supervises employees and administrators mainly with Low Expertise and Education and/or Supervision requirements. Position maintains supervisory capacities consistent with those of Elementary/Middle School Principals, or School of Study Principals.	<b>20 POINTS</b>  Directly supervises administrators, especially those with 1) Medium Expertise and Education and/or Supervision requirements, and 2) responsibility for large and complex departments or facilities. Position maintains supervisory capacities consistent to or greater than those of High School Principals.
<b>Fiscal Responsibilities</b> <i>(Total Points Available 20)</i>	<b>5 POINTS</b>  Position monitors a minimal budget, at most.	<b>10 POINTS</b>  Position may monitor a small-to-moderate budget.	<b>15 POINTS</b>  Position monitors a budget comparable to that of an Elementary or Middle School.	<b>20 POINTS</b>  Position monitors a budget comparable to that of a High School or of a District.

<b>Complexity</b> (Total Points Available 40)	10 POINTS	20 POINTS	30 POINTS	40 POINTS
	Job tasks and conditions are diverse and considerable discretion is allowed and required to accomplish them utilizing a variety of procedures within a framework of general instructions.	The work objective and the fundamental principles of the job's discipline (teaching, accounting, social work, personnel, etc.) are the framework within which decisions are made and tasks are accomplished. The job tasks focus on the objective rather than the procedures used.	Goals, policies, and Board directives are fairly specific; however, this position must use considerable judgment in determining how to get work done or solve the problem. Job is characterized by rapidly changing issues, problems, and requirements dealing with the matters of significant and strategic importance to the district.	Within the framework of general Board policy, strategic planning, and long-range goals, this position is responsible for pointing the way by establishing more specific goals and objectives. This position is responsible for initiating changes in Board policy, district priorities, etc. in response to a variety of input from both inside and outside the organization.

### Annual Base Salary Amount

Each year, two (2) representatives of the Board; two (2) principals, one (1) certified and one (1) classified representative of the district administrative staff; the Superintendent; and Chief Financial Officer shall meet and determine a recommendation to the Board regarding allocation of funds toward salary range, fringe benefits, and funds for performance awards. A school year shall be July 1 through June 30.

### Salary Ranges, Placement, and Appeal

Annually, the Superintendent, utilizing input from various sources where applicable, will establish a salary for each administrator. Such salary shall be established within the salary range for each position on the Administrative Salary Schedule. After establishing such salaries, the Superintendent shall report such recommended salaries to the Board.

During an administrator's annual evaluation conference, the supervising administrator shall review with the administrator their position description as well as the appeal process should the administrator believe their position on the salary matrix need to be re-evaluated as a result of a substantial change in responsibilities for said position. The supervising administrator would then initiate a discussion with the Director of Human Resources.

An administrator who is not satisfied with their salary placement may schedule a meeting with the Superintendent to discuss his or her concerns.

An administrator employed on a less than a twelve (12) month contract shall be eligible to be reimbursed for up to five (5) days for time worked beyond the term of his or her contract in addition to their scheduled duty days, exclusive of weekends. The rate of pay shall be ~~\$200~~\$400 per day so long as the reason for working is shown on the list below.

- A. Required conference/training attendance
- B. Interviewing prospective employees
- C. Curriculum work
- D. Other, with prior approval of the Superintendent

To receive reimbursement, the administrator must prepare a properly completed payroll form and submit it to the Superintendent for approval. Additional days beyond up to five (5) may be utilized only with prior approval of the Superintendent.

### School Closings

Twelve (12) month employees may elect to work from home when school buildings are closed due to inclement weather.

### Length of Administrative Contract

Each administrator who is to continue to be employed shall be recommended by the Superintendent for re-employment. The length of contract may be for a period not to exceed three (3) years with compensation review to be made on an annual basis. New administrators shall be issued an initial two (2) year contract with successive contracts, absent Board authorization, having a duration of one (1) year.

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