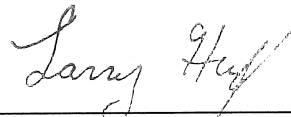


PUBLIC WORK SESSION
OF THE
BOARD OF SCHOOL TRUSTEES
Elkhart Community Schools
Elkhart, Indiana

NOTICE OF MEETING CANCELLATION

Date: Tuesday, January 14, 2025
Time: 6:00 p.m.
Location: J.C. Rice Educational Services Center
2720 California Road
Elkhart, Indiana 46514

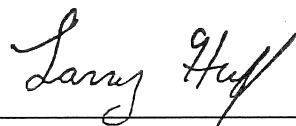


Superintendent of Schools

Posted and electronically delivered
to News Media on Wednesday,
January 8, 2025 and electronically
delivered to Board Members and School
Attorney on Friday, January 10, 2025.

NOTICE OF ORGANIZATIONAL MEETING
OF THE
BOARD OF SCHOOL TRUSTEES
Elkhart Community Schools
Elkhart, Indiana

Date: Tuesday, January 14, 2025
Time: 7:00 p.m.
Purpose: Organizational Meeting
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,
January 8, 2025 and electronically
delivered to Board Members and School
Attorney on Friday, January 10, 2025.

NOTICE OF ANNUAL MEETING

OF THE

BOARD OF FINANCE

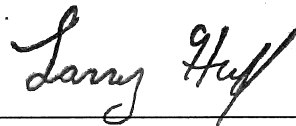
Elkhart Community Schools
Elkhart, Indiana

Date: Tuesday, January 14, 2025

Time: Immediately following Board of School Trustees
Organizational Meeting

Purpose: Organizational Meeting

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,
January 8, 2025 and electronically
delivered to Board Members and School
Attorney on Friday, January 10, 2025.

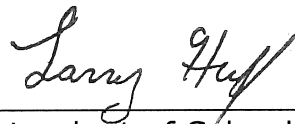
MEETING
OF THE
BOARD OF SCHOOL TRUSTEES
Elkhart Community Schools
Elkhart, Indiana

NOTICE OF MEETING TIME CHANGE

Date: Tuesday, January 14, 2025

Time: Immediately following Board of School Trustees
Annual Meeting of the Board of Finance

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,
January 8, 2025 and electronically
delivered to Board Members and School
Attorney on Friday, January 10, 2025.

ELKHART COMMUNITY SCHOOLS
BOARD OF SCHOOL TRUSTEES
Elkhart, Indiana

Organizational Meeting

January 14, 2025

Agenda

1. Call to Order/Pledge
2. Oath of Office
3. Election of President, Vice President and Secretary
4. Conflicts of Interest
5. Resolution of the Board of School Trustees
6. Adjournment



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:** Dacey Davis
2510 Stark Avenue, Elkhart, IN 46517
2. **Title or Position with Governmental Entity:** Board of School Trustees
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):
Employee Fringe Benefit Packages



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:** Troy E. Scott
30564 Raintree Drive, Elkhart, IN 46514
2. **Title or Position with Governmental Entity:** Board of School Trustees
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):
Employee Fringe Benefit Packages

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.):

As a current member of the Elkhart Community Schools' Board of Trustees,
approving employee fringe benefit packages could affect my insurance premiums.

(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 _____ of
(Title of Officer or Name of Governing Body)

_____ 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.

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*): _____ **January 14, 2025**

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.



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:** Douglas K. Weaver
56004 Jayne Drive, Elkhart, IN 46514
2. **Title or Position with Governmental Entity:** Board of School Trustees
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):
Employee Fringe Benefit Packages

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

January 2025 Resolution of the Board of School Trustees of
Elkhart Community Schools

Be it resolved that the following items are hereby approved by the Board of School Trustees of Elkhart Community Schools:

- 1) The Treasurer of Elkhart Community Schools (ECS), IC 20-26-4(c), shall be Zachary Quiett, effective appointment date to appointment date.
- 2) The Deputy Treasurer of Elkhart Community Schools, IC 20-26-4(c), shall be Erica Purvis, effective appointment date to appointment date.
- 3) The copy fee for records obtained through the Secretary to the Board of School Trustees of Elkhart Community Schools for the year of 2025 shall be ten (10) cents per page.
- 4) The officers and members of the Board of Finance shall be the same as the officers and members of the Board of School Trustees with the ability for an alternate member to be named.
- 5) The Board of School Trustees compensation for 2025 shall not exceed: \$2,000.00 per year IC 20-26-4-7 (1); and a per diem rate not to exceed the rate approved for members of the board of school commissioners (Indianapolis Public Schools) under IC 20-25-3-3(d) for attendance at each special meeting as determined by the board.
- 6) The Cash Management Provider for 2025 shall be Lake City Bank.
- 7) The ECS School Board shall appoint Barnes & Thornburg as Legal Counsel.
- 8) The Elkhart Truth and Goshen News shall be designated for 2025 for the advertisement of legal Notices to the public.
- 9) Mileage rate reimbursement shall be the IRS rate effective January 1, 2025 of \$.70 per mile.
- 10) The Board approves the Bond amounts as follows:

Corporation Treasurer	\$200,000
Deputy Treasurer	\$25,000
4 High School ECA Treasurers	\$20,000
5 High/Middle School Cafeteria Mgrs	\$10,000
5 other Treasurers	\$10,000
45 other ECA Treasurers	\$5,000

ADOPTED: January 14, 2025

President

Member

Vice President

Member

Secretary

Member

Member

ATTEST:

Secretary, Board of School Trustees

ELKHART COMMUNITY SCHOOLS
BOARD OF SCHOOL TRUSTEES
Elkhart, Indiana

Board of Finance Annual Meeting

January 14, 2024

AGENDA

1. Call to Order
2. Adoption of Resolution

BE IT RESOLVED that the Board of Finance does hereby authorize the Treasurer of the Elkhart Community Schools to invest funds from the depository balance instead of from a specific fund balance in accordance with the provisions established by Indiana Code 5-13-9-6.

3. Review 2024 Investment History and Investment Policy as stipulated in I.C. 5-13-7-7.
4. Financial Indicators
5. Adjournment

**ELKHART COMMUNITY SCHOOLS
2024
INVESTMENT HISTORY**

Investment Date	Maturity Date	Interest Rate	Institution	Principal	Interest
----------------------------	--------------------------	--------------------------	--------------------	------------------	-----------------

*No investment activity during 2024

Book	Policy Manual
Section	6000 Finances
Title	INVESTMENT INCOME
Code	po6144
Status	Active
Adopted	November 22, 2016

6144 - **INVESTMENT INCOME**

The School Board authorizes the Treasurer and/or designee to make investments of available monies from the several funds of the Corporation.

The purpose of the investments is to maximize the returns on the Corporation's excess cash balances consistent with safety of those monies and with the desired liquidity of the investments.

All investments must mature or be redeemable within two (2) years of the date of purchase.

The Treasurer is authorized to contract with a depository for the operation of a cash management system under the following conditions:

- A. the contract is in writing
- B. the contract provides for the investment of funds
- C. the depository keeps all records concerning investment cash management
- D. the investments are made in accordance with State law
- E. the contract, which cannot exceed two (2) years, is awarded using the Corporation's bidding procedure

Money in the several funds of the School Corporation may be commingled for the purpose of making an investment.

The Board may authorize the Board's investing officer to invest in certificates of deposit from depositories that have been designated by the State Board of Finance as a depository for State funds under I.C. 5-13-9-5 but have not been designated by the Corporation's Board of Finance established by Board Bylaw 0151.1. This authorization shall be in the form of a resolution approved by the Board. Such resolution must provide that the authority to invest in these certificates of deposit granted by the resolution expires on a date that is not later than two (2) years after the date of the Board's vote adopting the resolution.

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Legal	I.C. 5-13-9, 20-26-5-4
	I.C. 5-13-9 –Deposit and investment of public funds
	I.C. 5-13-9-5(a) – Authorization to invest in certificates of deposit
	I.C. 20-26-5-4 – Specific powers
	I.C. 36-1-2-10 – "Municipal corporation" defined to include "school corporation"
	I.C. 36-1-2-13 – "Political subdivision" defined to include "municipal corporation"
	State Board of Accounts Public Schools Manual Part 14

ELKHART COMMUNITY SCHOOL CORPORATION

2305



2720 California Rd, Elkhart, IN, 46514

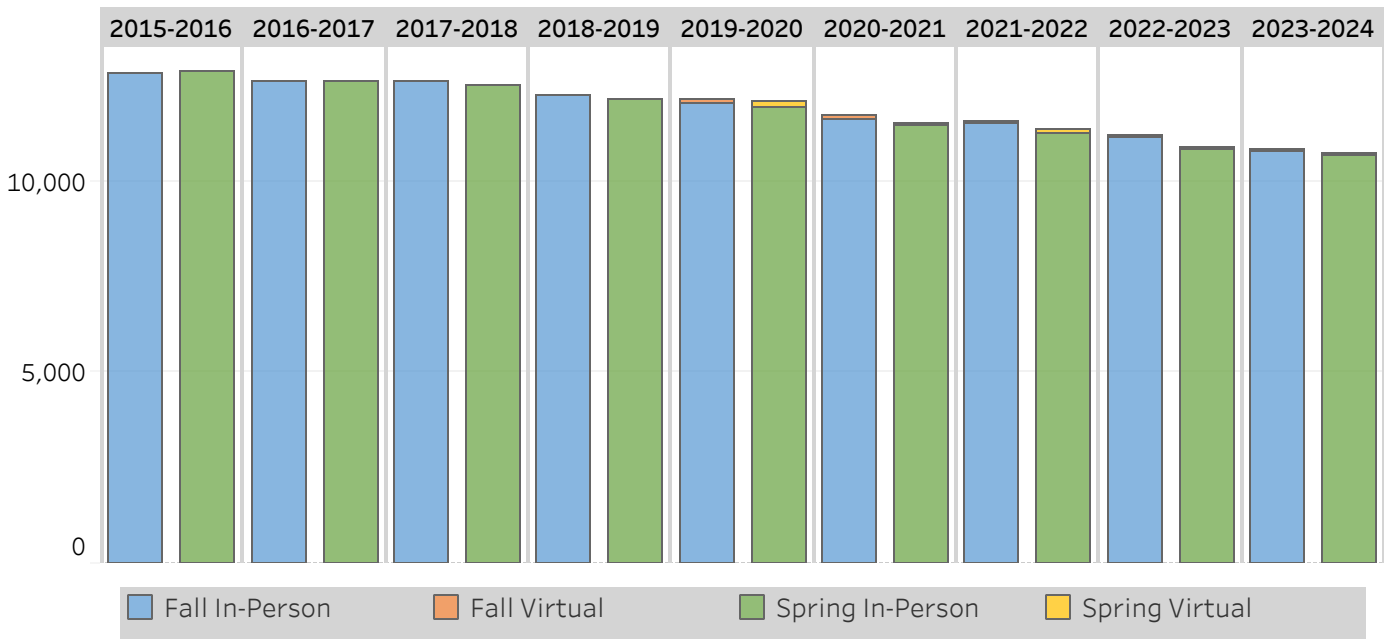
<http://www.elkhart.k12.in.us/>

Most Recent Audit as of June 2024: <https://www.in.gov/sboa/WebReports/81310A.pdf>

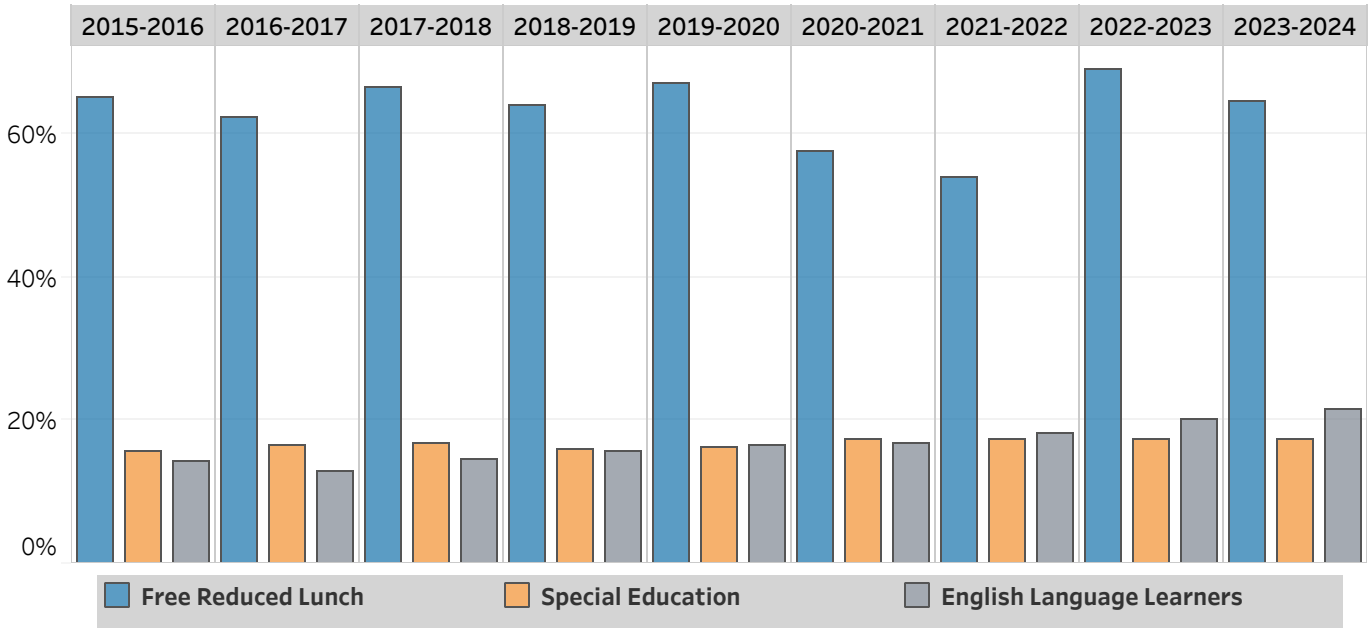
Additional audit reports may be found at: <https://secure.in.gov/apps/sboa/audit-reports/#%2F>

2023-24 Fall Student Count (ADM):	2024 Net Assessed Value:	Estimated Population
10,814.9	\$4,507,601,457	76,190

Average Daily Membership

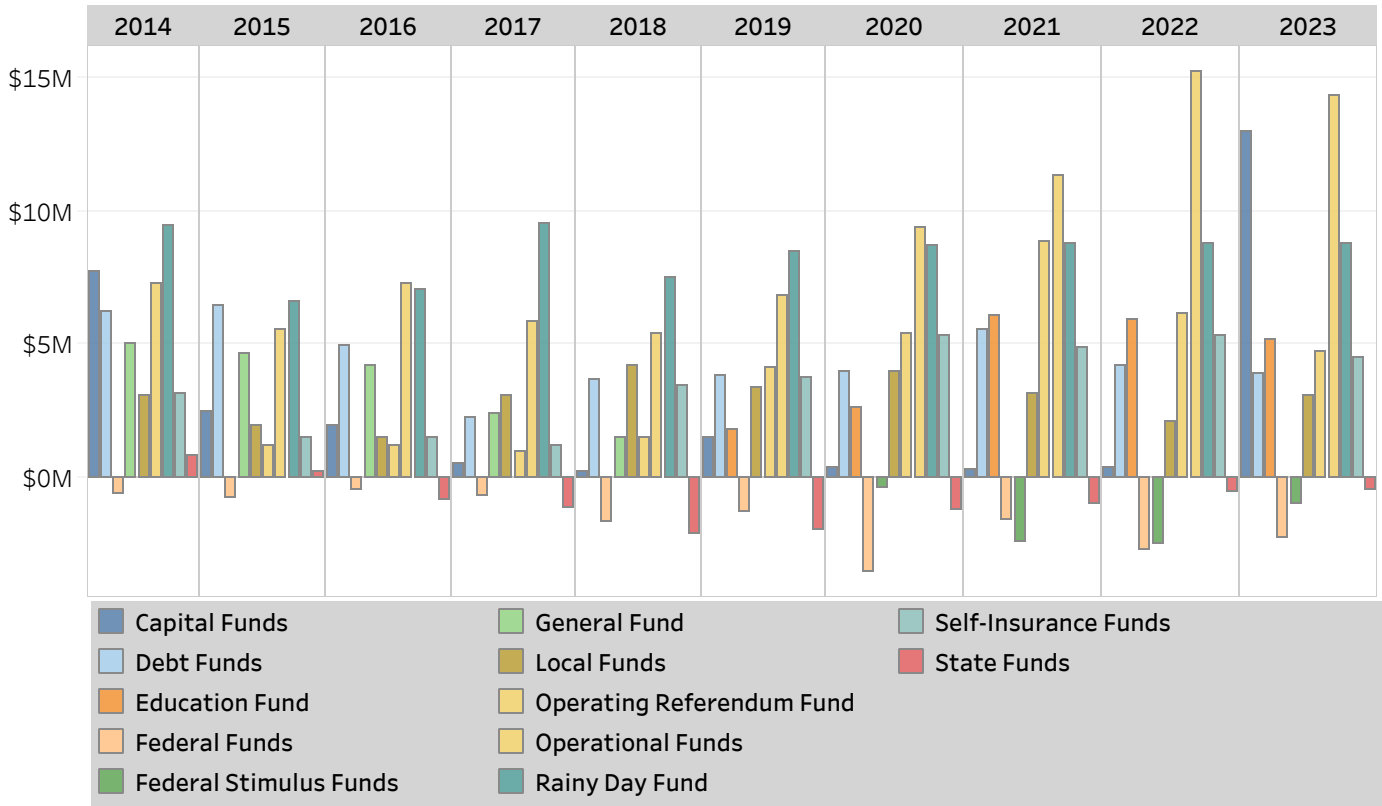


Demographics



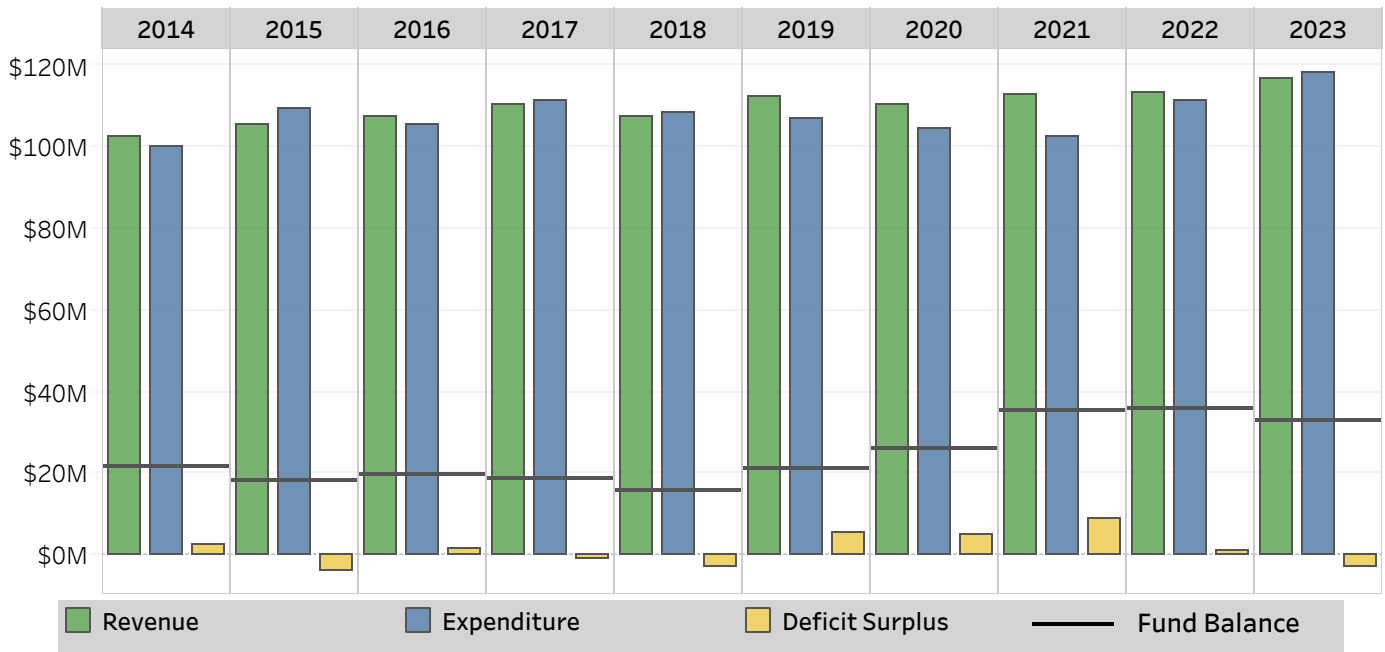
Fund Balances

Classification v Sum
Classification

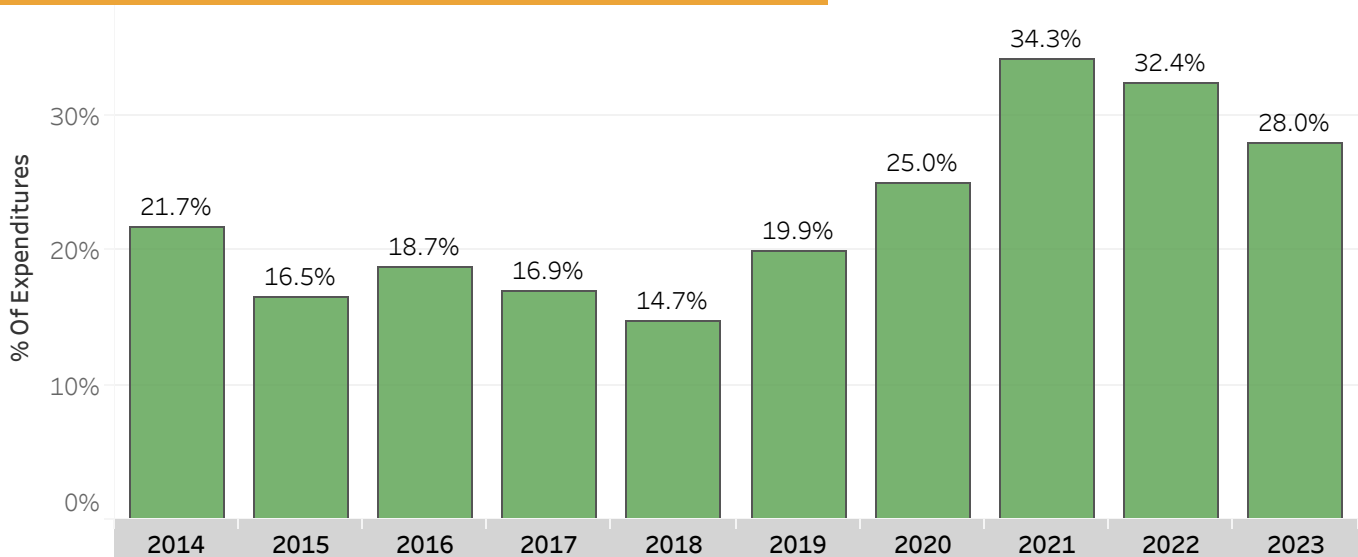


Annual Deficit / Surplus

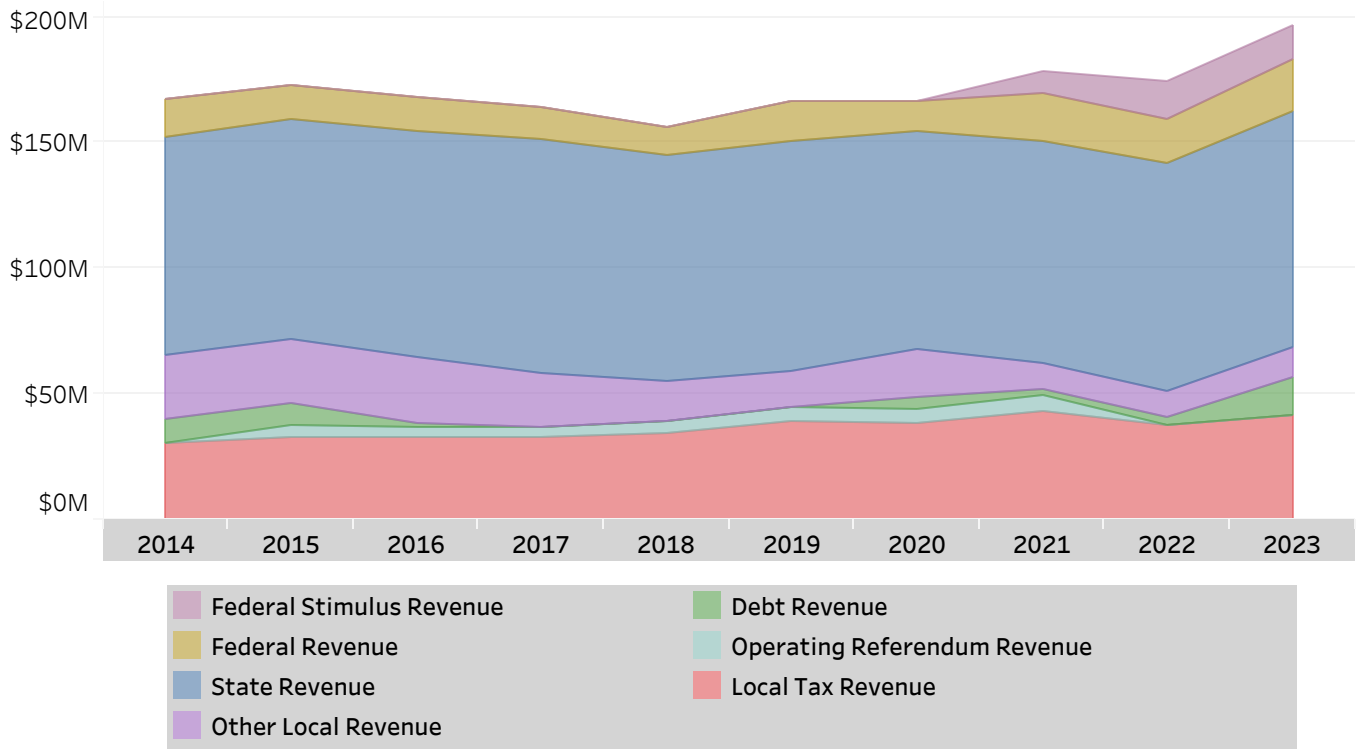
Fund Classification
Multiple values



Fund Balance as a Percent of Expenditures

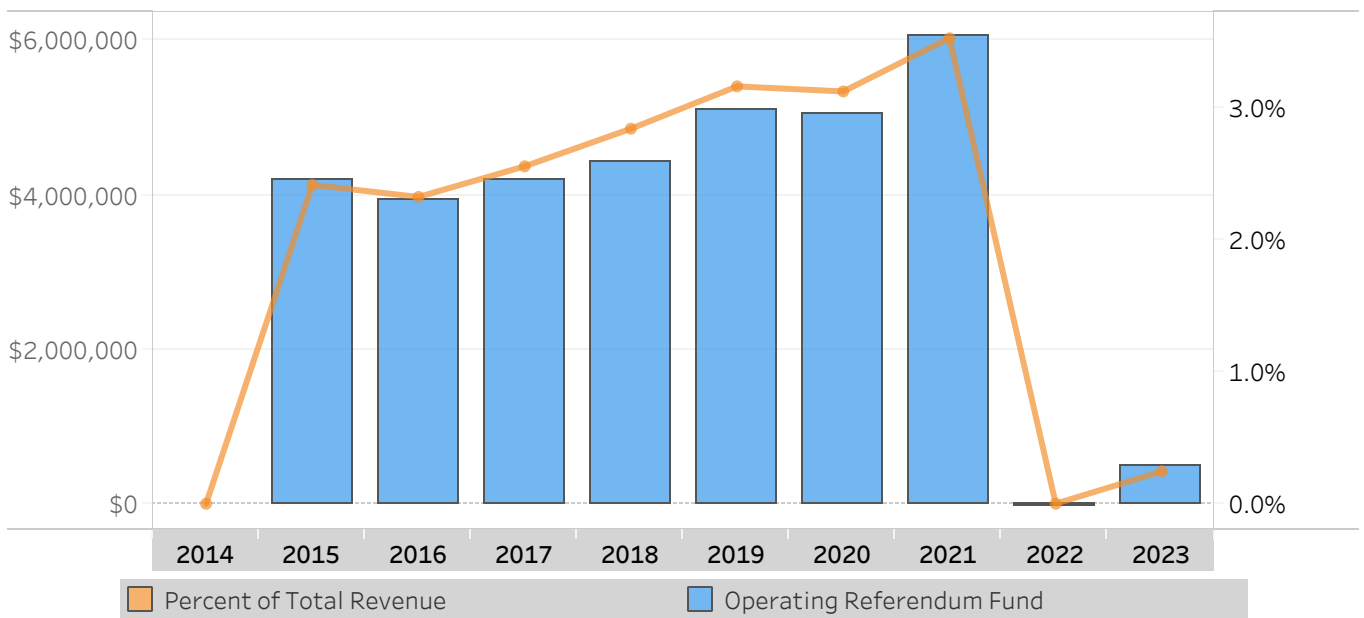


Revenue by Type



Operating Referendum Revenue

Fund Classification
All



Indiana Department of Education School Finance Dashboard (<https://eddata.doe.in.gov/PublicHome>)

Indiana Graduates Prepared to Succeed (<https://indianagps.doe.in.gov/>)

State Board of Accounts Audit Reports (<https://secure.in.gov/apps/sboa/audit-reports/#/>)

Indiana Gateway for Government Units (<https://gateway.ifionline.org/>)

For technical problems, questions or feedback about the Indicators Dashboard, please contact indicators@duab.in.gov.

School Corporation Fiscal Indicators Data Sources

(<https://www.in.gov/duab/files/School-Corporation-Fiscal-Indicators-Data-Sources.pdf>)

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

January 14, 2025

CALENDAR

Jan	14	7:00 p.m.	Organizational Meeting, J.C. Rice Educational Services Center
Jan	14	Immediately Following	Finance Meeting, J.C. Rice Educational Services Center
Jan	14	Immediately Following	Regular Board Meeting, J.C. Rice Educational Services Center
Jan	28	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Jan	28	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

- A. CALL TO ORDER
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. PUBLIC COMMENT
- E. EXCELLENCE OF ELKHART
- F. CONSENT ITEMS:

- Minutes – December 17, 2024 – Regular Board Meeting
- Claims
- Fundraisers
- Gift Acceptances
- Conference Leaves
- Grants
- Contracts
- Personnel Report
- Employment

- G. NEW BUSINESS

Resolution for Transfer of Appropriations

1028 Hearing - Projects and Additional Appropriations Hearing

Resolution – The administration seeks approval of the 2025 Middle School Renovations and Facility Updates and Related Matters to.

Resolution – The administration seeks authorization to incentivize members of its certified staff to give notice of their intention to retire from employment with Elkhart Community Schools on or before February 1, 2025.

2025 – 2026 School Calendar – The administration presents proposed 2025 – 2026 School Calendar for initial consideration.

Board Policies – Compensation – The administration presents proposed revisions to the following Board Policies and asks to waive second reading:

- 3422.01S – Food Service Employees’ 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
- Handbook – Mechanics’ Compensation Plan

Board Policy 7540.03 – Student Technology Acceptable Use and Safety – The administration presents proposed revisions to Board Policy 7540.03 – Student Technology Acceptable Use and Safety for initial consideration.

Board Policy 7540.06 – Staff Technology Acceptable Use and Safety – The administration presents proposed new Board Policy 7540.06 – Staff Technology Acceptable Use and Safety for initial consideration.

Board Policy 7540.09 – Artificial Intelligence (AI) – The administration presents proposed new Board Policy 7540.09 – Artificial Intelligence (AI) for initial consideration.

H. INFORMATION AND PROPOSALS

From Superintendent and Staff

From Board

I. ADJOURNMENT

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

December 17, 2024

J.C. Rice Educational Services Center, 2720 California Road, Elkhart, IN 46514 – at 8:01 a.m.		Place/Time
Board Members Present:	Douglas K. Weaver Anne M. VonDerVellen	Jeffrey S. Bliler Dacey S. Davis Kellie L. Mullins
		Roll Call
Via Electronic Communication:	Troy E. Scott	
Board Members Absent:		Mike Burnett
Board Vice President Doug Weaver called the regular meeting of the Board of School Trustees.		Call to Order
Board Member Dacey Davis recited the Elkhart Promise.		The Elkhart Promise
By unanimous action via roll call, the Board approved the following consent items:		Consent Items
Minutes – December 10, 2024 – Public Work Session Minutes – December 10, 2024 – Regular Board Meeting		Minutes
Payment of claims totaling \$6,313,545.45 as shown on the December 17, 2024, claims listing. (Codified File 2425-079)		Payment of Claims
Proposed school fundraisers in accordance with Board policy. (Codified File 2425-080)		Fundraisers
The following donations were made to Elkhart Community Schools (ECS): \$1,000 from Julie Weaver to Elkhart High School (EHS) Air Force Junior Reserve Officer Training Corps (AFJROTC) to be used for the Military Ball; \$250 from Welch Packing Group to EHS to be used to purchase gift cards for student attendance awards; \$2,000 from Zzzippy, LLC to EHS Future Farmers of America (FFA) to be used for FFA student related activities; and \$750 from Shield to EHS to be used to		Gift Acceptances

purchase supplies, equipment, and expenses related to robot construction and attending competitions.

Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the December 17, 2024, listing. (Codified File 2425-081) Conference Leaves

Submission Confirmation of the following grant: Air and Space Forces Association Educator Grant hosted by Air and Space Association in the amount of \$619.88 to be used to supplement the Rocketry Team budget. (Codified File 2425-082) Grants

Personnel Report

Resignation of the following one (1) certified staff effective on date indicated: Certified Resignation
Julia Ramirez – Grade 5 at Osolo, 12/20/24

Employment of the following two (2) classified employees effective on the dates indicated: Classified Employment
Rachael Chigwada – Food Service at Eastwood, 2/13/25
Christopher Pendleton – Bus Driver at Transportation, 2/19/25

Transfer of the following one (1) classified employee effective for the 2024-25 school year: Classified Transfer
Terri Rohr – EACC Night Custodian to EACC Swing Custodian

Employment of the following two (2) substitute teachers for employment in the 2024-25 school year: Substitute Teachers
John Coates – Substitute Teacher
Nathan Oostland – Substitute Teacher

Employment of the following one (1) Claims/Coaches in the 2024-25 school year: Claims/Coaches
Timothy Anderson – Bus Driver Trainee at Transportation

Resignation of the following one (1) classified employee on dates indicated: Classified Resignations
Logan Camarillo – Support Technician at Technology, 12/13/24

Unpaid Leave Request of the following one (1) classified employee on dates indicated: Classified Unpaid Leave Request
Tina Helbling – Bus Driver at Transportation beginning 12/18/24 and ending 1/14/25

Retirement of the following one (1) classified employee on date indicated:

Classified Retirement

Velma Shafer – Bus Driver at Transportation, 12/20/24 with 10 Years of Service

By unanimous action via roll call, the Board approved proposed revisions to Board Policy 3362.01ACS – Threatening and/or Intimidating Behavior Towards Staff Members as presented during the December 10, 2024 meeting.

Board Policy 3362.01ACS

By unanimous action via roll call, the Board approved proposed revisions to Board Policy 8452 – Automated External Defibrillators (AED) as presented during the December 10, 2024 meeting.

Board Policy 8452

By unanimous action via roll call, the Board approved proposed revisions to Board Policy 8455 – Coaches Training, References, and IHSA Reporting as presented during the December 10, 2024 meeting, with the addition of JROTC leader to the list of positions in Section D, Paragraphs 3 and 4.

Board Policy 8455

By unanimous action via roll call, the Board approved the appointment of Jeri Stahr and Mark Mow to serve on the Board of Directors of the Elkhart Community Schools (ECS) Building Corporation. The ECS Building Corporation facilitates lease-rental bond financing of school building projects and is a separate and distinct entity from ECS.

Elkhart Community Schools Building Corporation

The Board received a financial report from Zac Quiett, Chief Financial Officer, for November 2024 and found it to be in order. Cash balances are currently low, which is typical for May and November due to the nature of the revenue cycle from local property taxes. Mr. Quiett anticipates a significant increase in December with the receipt of local property taxes as well as state funding for curricular materials. A comprehensive report will be provided to the Board in January, once the December books are closed. In response to Board inquiry, Mr. Quiett reported property taxes have not been received to date.

Financial Report

Superintendent, Dr. Larry Huff, wished everyone a safe and restful holiday break and encouraged them to cherish time with loved ones. He recognized the IT department, led by Mr. Inman, for their efforts in protecting the district against cyber threats, emphasizing the critical role they play in maintaining safety and credibility.

From the Superintendent

On attendance, Dr. Huff shared that Pinewood Elementary continues to lead with 99.04%, and district-wide attendance is up one percentage point from last year, with a 95% goal in sight.

The next board meeting will be held on January 14, 2025.

Board Members expressed their gratitude to outgoing members Mr. Jeff Bliler, Ms. Dacey Davis, and Mrs. Anne VonDerVellen for their dedicated service to ECS and the Elkhart community.

From the
Board

The meeting adjourned at approximately 8:23 a.m.

Adjournment

APPROVED:

Signatures

Troy E. Scott, President

Douglas K. Weaver, Vice President

Kellie L. Mullins, Secretary

Mike Burnett, Member

Dacey S. Davis, Member

Eric Ivory, Member



HAWTHORNE EARLY LEARNING CENTER

501 WEST LUSHER AVENUE • ELKHART, IN 46517

PHONE: 574-295-4820



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

**To: Board of School Trustees
Superintendent Dr. Larry Huff**

**From: Meredith Warnock
Supervisor of Hawthorne Early Learning Center**

**Megan Anagnos
Coordinator of Special Education Preschool**

Date: December 17, 2024

Subject: Monetary Donation

Hawthorne Early Learning Center received a monetary donation of \$250 from Jack & Sue Hunsberger in December of 2024 to be used towards parent groups at Hawthorne Early Learning Center PACE Program.

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

Address: Jack & Sue Hunsberger
3739 Thornridge Drive
Elkhart, IN 46514





ELKHART HIGH SCHOOL

2608 CALIFORNIA ROAD • ELKHART, IN 46514
PHONE: 574-262-5600



ELKHART COMMUNITY SCHOOLS

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

DATE: 12/12/2024

TO: Dr. Larry Huff
Board of School Trustees

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

Re: Donation Approval - EHS - Athletics

A donation in the amount of \$1,000 has been given to the Elkhart High School Athletic Department, from Door Dash. These funds will be used to help grow and develop our student athletes and our athletic programs.

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

Door Dash
Attn: Melio's Customer
124 E 14th St. 15th Floor
New York, NY 10003



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



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

DATE: 12/12/2024

TO: Dr. Larry Huff
Board of School Trustees

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

Re: Donation Approval - EHS - Athletics

A donation in the amount of \$1,500 has been given to the Elkhart High School Athletic Department, from Elkhart Athletic Club. These funds will be used to cover the ticket cost of students attending 2 separate basketball games.

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

Elkhart Athletic Club
2608 California Rd.
Elkhart, IN 46514



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



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

DATE: 12/19/2024

TO: Dr. Larry Huff
Board of School Trustees

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

Re: Donation Approval - EHS - Athletics

A donation in the amount of \$1,000 has been given to the Elkhart High School Boys Wrestling , from Dan's Body Shop. These funds will be used to help with the growth and development of the Boys Wrestling Team.

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

Dan's Body Shop
23561 US Highway 33
Elkhart, IN 46517



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

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

DATE: 12/27/2024

TO: Dr. Larry Huff

Board of School Trustees

FROM: Brian Buckley

Elkhart High School Athletic Department

Re: Donation Approval - EHS - Athletics

A donation in the amount of \$19,000 has been given to Elkhart High School Athletics. These funds will be used to help with the growth and development of the Boys Soccer and Girls Cheer teams.

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

Anonymous Donner



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

To: DR. HUFF 
BOARD OF SCHOOL TRUSTEES

FROM: BRANDON EAKINS 

DATE: DECEMBER 13, 2024

RE: DONATION APPROVAL - EACC

Truck Centers, Inc. has donated \$5,000.00 (Platinum Level) for our Sponsorship program. The purpose of this program is an effort to assure students enrolled in EACC educational programming will not have an obligation to pay for college credit and/or industry certification. Proceeds from sponsorships will also be used by the EACC to support student organizations and associated activities.

Platinum Level sponsorship recognition includes:

- EACC bi-monthly newsletter-distributed to over 3,000 community partners
- EACC National Technical Honors Society and Awards Recognition flyers- distributed to over 1,000 guests for two events in the spring
- EACC Course Description Guides - over 1,000 hard copies are distributed annually to be utilized by families and counselors to inform placement decisions
- All EACC Open House materials - over 19,000 flyers and posters distributed to families and posted throughout all sending schools in the region

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


Truck Centers, Inc.
Attn: Mandi Thomas
2000 Cassopolis St.
Elkhart, IN 46514



PIERRE MORAN MIDDLE SCHOOL
200 WEST LUSHER AVENUE • ELKHART, IN 46517
PHONE: 574-295-4805



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

Date: December 17th, 2024 
To: Board of School Trustees
From: Jeff Hemmerlein, PMMS Principal
RE: Donation Approval

We have received an extracurricular donation in the amount of \$750.00 for Pierre Moran Middle School's Art Department. This donation will go towards the cost of supplies for this department.

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

Mr & Mrs. Kain
4000 E Bristol St., STE 3, PMB 285
Elkhart, IN 46514

Sincerely,



Jeff Hemmerlein
Pierre Moran Middle School Principal



PIERRE MORAN MIDDLE SCHOOL

200 WEST LUSHER AVENUE • ELKHART, IN 46517

PHONE: 574-295-4805



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

To: Board of School Trustees
Superintendent Dr. Larry Huff

From: Jeff Hemmerlein, Principal Pierre Moran MS

Date: 12/10/24

Subject: Gift Acceptance

Donation of twenty five basketball uniforms at a total of \$1,875.00 from Albert White of AZ Apparels Inc. to Pierre Moran's Athletic Department for use by the 7th and 8th Grade Boys Basketball Teams for this and future seasons.

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

Mr. Albert White
111 South Elkhart Street
PO Box#971
Wakarusa, IN 46573

Respectfully submitted,

Jeff Hemmerlein
Principal, Pierre Moran MS



PIERRE MORAN MIDDLE SCHOOL

200 WEST LUSHER AVENUE • ELKHART, IN 46517

PHONE: 574-295-4805

ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

To: Board of School Trustees
Superintendent Dr. Larry Huff

From: Jeff Hemmerlein, Principal Pierre Moran MS

Date: 12/5/24

Subject: Donation

Donation of \$438.00 from Matt and Gracie Stoll of Gracie Stoll Communications LLC. to Pierre Moran Middle School's Athletic Department to encourage student participation/attendance at home basketball games through the purchase of student tickets on the following dates:

- 11/5/24: 29 Student Tickets= \$58.00
- 11/12/24: 29 Student Tickets= \$58.00
- 11/21/24: 45 Student Tickets=\$90.00
- 11/26/24: 42 Student Tickets=\$84.00
- 12/3/24: 43 Student Tickets=\$86.00
- 12/5/24: 31 Student Tickets= \$62.00

Total: \$438.00

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

Matt and Gracie Stoll
Gracie Stoll Communications LLC.
3309 Pickwick Park Lane, Goshen 46528

Respectfully Submitted,

Jeff Hemmerlein
Principal, Pierre Moran MS



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

To: DR. HUFF
BOARD OF SCHOOL TRUSTEES

FROM: BRANDON EAKINS BE

DATE: JANUARY 6, 2025

RE: DONATION APPROVAL - EACC

We have received a monetary donation of \$500.00 from the Community Foundation of Elkhart County on behalf of Michael Huddleston

This donation will be used toward materials, supplies, and opportunities to extend student learning.

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

Community Foundation of Elkhart County
Attn: Michael Huddleston
240 East Jackson Blvd. Ste 104
Elkhart, IN 46516

Grant Requests

BST Date: 1/14/2025

What is the title of the grant?	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?
AEP FIRST Robotics Grant	AEP	Elkhart High School/EIKL ogics Robotics	Nick Seidl	\$6,000	Grant funds will be used to purchase equipment and supplies for the Robotics Team. The grant will be overseen by David M. Bird, ETI Principal	Competitive robotics allows students to practice STEM and soft skills required to be "College/Career Ready" and support our goal of excellence in acadmeics.	Currently waiting on a quote for installation of electrical to support a display for coding collaboration (Building Services/Tech). Remaining funds will be spent on robot parts and raw materials.	1/25/2025
Education Readiness Grant	TechPoint via the Commision for Higher Learning	EACC	Brandon Eakins	\$125,000	Grant funds would be utilized to help fund startup costs for the development for EACC's Software Development program that begins in 2025-2026 school year. Brandon Eakins	Software Development is projected to be fastest growing career field in our region over the next 10 years. Pair that with the recent announcement of the AWS data center coming to our region and we have the opportunity to equip our learners for viable careers upon graduation.	Personnel-\$25,000 Equipment-\$7,000 Tech Supplies, Software, Certification expenses-\$93,000	1/24/2025

[Handwritten Signature] 1/8/2025



DISTRICT COUNSEL/
CHIEF OF STAFF

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: BOARD OF SCHOOL TRUSTEES *[Signature]*

FROM: W. DOUGLAS THORNE *[Signature]*
DISTRICT COUNSEL/CHIEF OF STAFF

DATE: JANUARY 14, 2025

RE: CONTRACT RECOMMENDED FOR BOARD APPROVAL

The Administration recommends approval of the following contracts. These contracts have been reviewed by the Chief Financial Officer and District Counsel prior to submission to the Board.

Contractor	Requesting Administrator	Description	Funding Source	Amount
Marathon Health, LLC.	Doug Thorne	Recommendation of Fifth Amendment to the Management and Professional Services Agreement with Marathon Health for the ECS on-site clinic.	Self-Insurance Fund	Annual Fees 2025 \$969,340 2026 \$1,017,807 2027 \$1,068,697 2028 \$1,122,132 2029 \$1,178,239
Sun Life	Zac Quiett	Recommendation to renew stop-loss coverage with Sun Life. Sun Life offers a premium savings of approximately \$83,173 compared to another carrier, as well as a lower composite premium rate, and a lower aggregate premium rate.	Self-Insurance Fund	\$1,155,312

Contractor	Requesting Administrator	Description	Funding Source	Amount
Tolson Center, Inc.	Brandon Eakins	EACC and Tolson Center, Inc. will partner to provide after-school and summer programming for students in grades 5-9 with a focus on career exposure. Joint programming will be directly aligned to EACC program offerings and will provide an opportunity for early career exposure and exploration.	Perkins Grant	
Winthrop Academy	Tony Gianesi	Recommendation for approval for vending meals to Winthrop Academy at California Road Missionary Church for the 2024-2025 school year. The contract will provide income for the Food Service Dept, which will be used to offset the 1.4 % share not covered by our participation in the CEP provided by the USDA.		
Veolia	Tony Gianesi	Recommendation for approval of a contract with Veolia Water Technologies for the treatment of water for our water-cooled chillers. ESC has utilized Veolia Water Technologies as a service vendor for several years and provides the most competitive and most thorough treatment of our water-cooled systems at EHS and EHS Freshman Division.	Operations Fund	\$66,756



Contractor	Requesting Administrator	Description	Funding Source	Amount
Two-Cubed Solutions	Tony Giansesi	Recommendation for approval of a contract for inspection, service, and maintenance of the temperature control systems of our district. Two Cubed Solutions has provided service to ESC for several years and continues to provide the most competitive and thorough oversight and maintenance of our temperature control equipment.	Operations Fund	\$245,600
KB Mechanical	Tony Giansesi	Recommendation for approval of a Service Agreement with KB Mechanical for inspection and tuning of the standard efficiency boilers in our district. KB Mechanical has provided service to ECS for several years and will continue to provide comprehensive tuning of the standard efficiency boilers at several locations.	Operations Fund	\$21,900
KB Mechanical	Tony Giansesi	Recommendation for approval of a Service Agreement with KB Mechanical for inspection and tuning of the high efficiency boilers in our district. KB Mechanical has provided service to ECS for several years and will continue to provide comprehensive tuning of the high efficiency boilers at several locations.	Operations Fund	\$11,300



Contractor	Requesting Administrator	Description	Funding Source	Amount
KB Mechanical	Tony Gianesi	Recommendation for approval of a Service Agreement with KB Mechanical for the inspection and cleaning of coils in our district. The agreement will provide all labor and materials to complete one condenser coil cleaning after the cottonwood season at several locations which are part of the chillers, food service coolers and freezers.	Operations Fund	\$11,750
KB Mechanical	Tony Gianesi	Recommendation for approval of a Service Agreement by KB Mechanical for inspection and preventative maintenance of the air compressors and air dryers in our district. The agreement provides a comprehensive inspection on pneumatic compressors and air dryers at several locations and includes preventative maintenance, parts, and labor.	Operations Fund	\$39,398.98



Contractor	Requesting Administrator	Description	Funding Source	Amount
KB Mechanical	Tony Giansesi	Recommendation for approval of a Service Agreement with KB Mechanical for annual chiller inspection of all air chillers in our district. The agreement will provide one comprehensive annual inspection to be completed before cooling season begins and three operational inspections throughout the cooling season.	Operations Fund	\$44,560
Department of the Air Force	Cary Anderson	Recommendation for approval of MOU with the United States Air Force to be a host school for their AFJROTC Program. The program provides students with leadership development, character building and discipline, academic and career opportunities, physical fitness and healthy living, and community service and citizenship.		
Raptor Technologies	Jamie Snyder	Recommendation to continue services with Raptor Technologies. Raptor is used in every school for visitor management, drill manager, and emergency preparedness.	Construction Fund 2024B	\$31,900



Contractor	Requesting Administrator	Description	Funding Source	Amount
HALO	Jamie Snyder	Recommendation to continue services with HALO and renew our cloud subscription with them. HALO is the technology we use for the vape detectors installed in the secondary bathrooms to help us detect and deter students from vaping through accountability and education.	Construction Fund 2024B	\$11,687.13

WDT/crr

Cc: Dr. Larry Huff





TO: DR. LARRY HUFF
FROM: MS. MAGGIE LOZANO
DATE: JANUARY 14, 2024

PERSONNEL RECOMMENDATIONS

CERTIFIED

- a. **New Certified Staff** – We recommend employment for three (3) new certified staff for the 2024-25 school year.
- b. **Separation** – We report the separation of one (1) employee.
- c. **Death** – We report the death of one (1) employee.

CLASSIFIED

- a. **New Classified Staff** – We recommend the employment of eleven (11) new classified staff pending successful completion of the probationary period.
- b. **Classified Staff Transfers** – We recommend the transfer of six (6) classified staff for the 2024-25 school year.
- c. **Reclassification of Position** – We recommend the reclassification of one (1) position.
- d. **Substitute Teachers** – We recommend the employment of ten (10) substitute teachers for the 2024-25 school year.
- e. **Separation** – We report the separation of fifteen (15) employees.
- f. **Retirement** – We report the retirement of two (2) employees who have provided a total of 33 years of service.



HUMAN RESOURCES

ELKHART
COMMUNITY SCHOOLS

TO: BOARD OF SCHOOL TRUSTEES
FROM: MS. MAGGIE LOZANO
DATE: JANUARY 14, 2025

EMPLOYMENT – ACTION ITEM

CLASSIFIED

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

Position: Volunteer

Location: Elkhart High School

ELKHART COMMUNITY SCHOOLS

RESOLUTION FOR TRANSFER OF APPROPRIATIONS

January 14, 2025

WHEREAS, it has been shown that certain appropriations have unencumbered remaining balances and,

WHEREAS, certain accounts are in need of transferred appropriations,

NOW THEREFORE, be it resolved this 14th day of January 2025, that transfers within budget classifications of certain budgeted funds may be performed in accordance with IC 6-1.1-18-6.

ADOPTED THIS 14th DAY OF JANUARY 2025:

AYE

NAY

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BOARD OF SCHOOL TRUSTEES

ATTEST: _____
Secretary, Board of School Trustees

**RESOLUTIONS OF THE BOARD OF SCHOOL TRUSTEES OF THE
ELKHART COMMUNITY SCHOOL CORPORATION, ELKHART COUNTY,
INDIANA, APPROVING A FORM OF PROPOSED LEASE FOR PURPOSES OF A
PUBLIC HEARING ON SUCH PROPOSED LEASE, TAKING OTHER
ACTIONS REGARDING THE PROPOSED LEASE AND APPROVING THE
ISSUANCE OF BONDS BY THE ELKHART COMMUNITY
SCHOOL BUILDING CORPORATION**

**(2025 NORTH SIDE MIDDLE SCHOOL RENOVATION AND FACILITY UPDATE
PROJECT, 2025 PIERRE MORAN MIDDLE SCHOOL RENOVATION AND
FACILITY UPDATE PROJECT AND 2025 WEST SIDE MIDDLE SCHOOL
RENOVATION AND FACILITY UPDATE PROJECT)**

WHEREAS, the Elkhart Community School Corporation, Elkhart County, Indiana (the “School Corporation”), operates as a public school corporation under the provisions of Indiana Code §20-26, as amended; and

WHEREAS, the Board of School Trustees of the School Corporation (the “Board”) has previously investigated the need to (1) undertake certain renovation and facility improvement, equipping and land improvement and/or acquisition projects at the existing North Side Middle School, including, but not limited to, all or any portion of the (a) repair, replacement and/or update of all or any portion of the existing heating and air conditioning, electrical and/or plumbing systems, (b) repair, restoration and/or replacement of all or any portion of the existing roof and gutters, (c) interior renovation throughout all or any portion of the building, including, but not limited to, renovation of all or any of the existing restrooms, replacement of all or any portion of the interior lighting system, replacement of all or any portion of the existing floor covering, painting, replacement of the existing ceiling, replacement of the existing classroom casework and installation of new lockers in all or any portion of the building, (d) installation of an upgraded public address system, (e) replacement and/or upgrade of equipment and furnishings throughout all or a portion of the building, (f) related site improvements and parking lot improvements, (g) other miscellaneous facility renovation, equipping acquisition and/or land acquisition projects throughout the geographical boundaries of the School Corporation, and (h) all projects related to any of the projects described in any of clauses (1)(a) through and including (1)(g)(clauses (1)(a) through and including (1)(h), collectively, the “2025 North Side Middle School Renovation and Facility Update Project”), (2) undertake certain renovation and facility improvement, equipping and land improvement and/or acquisition projects at the existing Pierre Moran Middle School, including, but not limited to, all or any portion of the (a) repair, replacement and/or update of all or any portion of the existing heating and air conditioning, electrical and/or plumbing systems, (b) repair, restoration and/or replacement of all or any portion of the existing roof and gutters, (c) interior renovation throughout all or any portion of the building, including, but not limited to, renovation of all or any of the existing restrooms, replacement of all or any portion of the interior lighting system, replacement of all or any portion of the existing floor covering, painting, replacement of the existing ceiling, replacement of the existing classroom casework and installation of new lockers in all or any portion of the building, (d) installation of an upgraded public address system, (e) replacement and/or upgrade of equipment and furnishings throughout all or a portion of the building, (f) related site improvements and parking lot improvements, (g) other miscellaneous facility renovation, equipping acquisition and/or land acquisition projects throughout the geographical boundaries of

the School Corporation, and (h) all projects related to any of the projects described in any of clauses (2)(a) through and including (2)(g)(clauses (2)(a) through and including (2)(h), collectively, the “2025 Pierre Moran Middle School Renovation and Facility Update Project”), and (3) undertake certain renovation and facility improvement, equipping and land improvement and/or acquisition projects at the existing West Side Middle School, including, but not limited to, all or any portion of the (a) repair, replacement and/or update of all or any portion of the existing electrical and/or plumbing systems, including, but not limited to, the installation of a back-up generator, (b) repair, restoration and/or replacement of all or any portion of the existing roof and gutters, (c) interior renovation throughout all or any portion of the building, including, but not limited to, renovation of all or any of the existing restrooms, installation of two student restrooms, replacement of all or any portion of the interior lighting system, replacement all or any portion of the existing floor covering, painting, replacement of the existing ceiling and replacement of the existing classroom casework, (d) replacement of all or a portion the existing windows, (e) replacement and/or upgrade of equipment and furnishings throughout all or a portion of the building, (f) related site improvements and parking lot improvements, (g) other miscellaneous facility renovation, equipping acquisition and/or land acquisition projects throughout the geographical boundaries of the School Corporation, and (h) all projects related to any of the projects described in any of clauses (3)(a) through and including (3)(g)(clauses (3)(a) through and including (3)(h), collectively, the “2025 West Side Middle School Renovation and Facility Update Project”)(clauses (1) through and including (3), collectively, the “2025 Middle School Projects”); and

WHEREAS, the Board now finds that a need exists for each of the 2025 Middle School Projects and the School Corporation cannot provide the necessary funds to pay the costs of such facilities to meet such needs; and

WHEREAS, the Elkhart Community School Building Corporation (the “Building Corporation”) was incorporated to assist the School Corporation in financing, from time to time, the construction and renovation of school facilities to be operated by the School Corporation, including the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the completion of each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project; and

WHEREAS, there have been prepared drawings, plans, specifications and estimates for the costs of each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project; and

WHEREAS, said drawings, plans and specifications will be submitted to the agencies designated by law to pass on plans and specifications for such buildings, and the estimates for the costs of each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West

Side Middle School Renovation and Facility Update Project have been submitted to and now meet with the approval of this Board; and

WHEREAS, it now appears to this Board that said drawings, plans, specifications and estimates provide for necessary school facilities; and

WHEREAS, this Board now desires, to the extent permitted by law, to take all of the necessary steps to enter into a lease of the existing North Side Middle School, its related outdoor facilities and the real estate on which all of such structures or related improvements are located with the Building Corporation, all of which are operated, or will be operated, by the School Corporation, pursuant to which the Building Corporation and the School Corporation will finance all or a portion of any of the 2025 Middle School Projects; and

WHEREAS, there has been prepared and previously submitted to the members of the Board a proposed form of a lease and related addenda (the "Lease") by and between the Building Corporation, as lessor, and the School Corporation, as lessee, for the lease of all or any portion of the premises subject to the Lease (collectively, the "Premises"); and

WHEREAS, the Board expects to pay for certain costs of each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project (collectively, the "Expenditures") prior to the issuance of the 2025 North Side Middle School Renovation and Facility Update Project, 2025 Pierre Moran Middle School Renovation and Facility Update Project, and 2025 West Side Middle School Renovation and Facility Update Project Bonds (each as hereinafter defined), and to reimburse the Expenditures with the proceeds received by the School Corporation upon the issuance of the 2025 North Side Middle School Renovation and Facility Update Project, 2025 Pierre Moran Middle School Renovation and Facility Update Project, and 2025 West Side Middle School Renovation and Facility Update Project Bonds; and

WHEREAS, the Board desires to declare its intent to reimburse the Expenditures pursuant to Treas. Reg. §1.150-2 and Indiana Code §5-1-14-6(c), each as amended, with all or a portion of the proceeds of the 2025 Bonds (as hereinafter defined); and

WHEREAS, notice of a public hearing (a) to explain the potential value of each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project to the School Corporation and the community, and (b) upon the form of the proposed Lease, was given by publication as required by law; and

WHEREAS, pursuant to Indiana Code §20-26-7-37, as amended, if this Board proposes to construct, repair or alter a school building at a cost of more than One Million Dollars (\$1,000,000.00) that would be financed by a lease agreement, issuing bonds or any other available method, it must hold a public hearing at which explanations of the potential value of the proposed project to the School Corporation and the community shall be given, and at which interested parties may present testimony and ask questions; and

WHEREAS, on the date hereof, a public hearing was conducted in accordance with Indiana Code §20-26-7-37, as amended, to explain the potential value of each of the 2025 North

Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project to the School Corporation and the community; and

WHEREAS, interested people have been given the opportunity to present testimony and ask questions concerning each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project; and

WHEREAS, the Board has considered the testimony and other evidence presented at the public hearing; and

WHEREAS, the Board, being duly advised, finds that it is in the best interests of the School Corporation and its citizens to proceed with all or any portion of each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project in order to better serve the residents of the School Corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOL CORPORATION, ELKHART COUNTY, INDIANA, that:

Section 1. Need exists for each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project, none of either of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project can be provided from any funds currently, or expected to be, available to the School Corporation providing for each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project is in the public interest, and each is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all the agencies of the federal, state and local governments. This Board shall proceed to take such steps as may be necessary to secure (1) the acquisition of all or any portion of the Premises by the Building Corporation, (2) the payment of all costs of all or any portion of the 2025 North Side Middle School Renovation and Facility Update Project and all of the costs associated therewith by the Building Corporation and the School Corporation, (3) the payment of all costs of all or any portion of the 2025 Pierre Moran Middle School Renovation and Facility Update Project and all of the costs associated therewith by the Building Corporation and the School Corporation, (4) the payment of all costs of all or any portion of the 2025 West Side Middle School Renovation and Facility Update Project, and (5) the leasing of all or any portion of the Premises by the Building Corporation to the School Corporation as provided by Indiana Code §20-47-3 and Indiana Code §20-47-4, each as amended, and pursuant to the terms and conditions of the Lease, with a term not to exceed the June 30th or December 31st which is seventeen (17) calendar years after the date each addendum to the proposed Lease is recorded by the Building Corporation and the School Corporation, with (a) an annual lease rental not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) with respect to

the 2025 North Side Middle School Renovation and Facility Update Project Bonds during this period of time, (b) an annual lease rental not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) with respect to the 2025 Pierre Moran Middle School Renovation and Facility Update Project Bonds during this period of time, and (c) an annual lease rental not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) with respect to the 2025 West Side Middle School Renovation and Facility Update Project Bonds during this period of time.

Section 2. To the extent the School Corporation receives any donations or gifts that may be used to pay for all or a portion of any of the costs of the 2025 North Side Middle School Renovation and Facility Update Project, the Board hereby pledges in accordance with Indiana Code §6-1.1-20-0.5, as amended, to use any such donations or gifts for such purpose except to the extent that the Board determines that such donations or gifts may, or are required to, be used for other purposes.

Section 3. To the extent the School Corporation receives any donations or gifts that may be used to pay for all or a portion of any of the costs of the 2025 Pierre Moran Middle School Renovation and Facility Update Project, the Board hereby pledges in accordance with Indiana Code §6-1.1-20-0.5, as amended, to use any such donations or gifts for such purpose except to the extent that the Board determines that such donations or gifts may, or are required to, be used for other purposes.

Section 4. To the extent the School Corporation receives any donations or gifts that may be used to pay for all or a portion of any of the costs of the 2025 West Side Middle School Renovation and Facility Update Project, the Board hereby pledges in accordance with Indiana Code §6-1.1-20-0.5, as amended, to use any such donations or gifts for such purpose except to the extent that the Board determines that such donations or gifts may, or are required to, be used for other purposes.

Section 5. It is hereby determined to be proper and in the public interest to re-approve the incorporation of the Building Corporation for the purpose of financing, constructing, renovating, expanding and equipping certain school facilities and leasing the same to the School Corporation, including each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project.

Section 6. The Board hereby re-approves the Articles of Incorporation of the Building Corporation, the Code of By-Laws of the Building Corporation and the appointment of David C. Bonfiglio and Mark Mow to act as the current Directors of the Building Corporation and to serve a term (unless the Director resigns, is removed or dies) of one year or until a successor is appointed and qualified.

Section 7. Each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project is in the public interest of the patrons of the School Corporation and is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and assist it in fulfilling the requirements of all agencies, including the federal, state and city governments.

Section 8. Pursuant to the applicable laws of the State of Indiana, the Building Corporation, being duly organized to conduct business, may (a) issue, sell and deliver its first mortgage bonds (the “2025 North Side Middle School Renovation and Facility Update Project Bonds”) in an original aggregate principal amount not to exceed \$6,600,000 for the purpose of financing all or a portion of the 2025 North Side Middle School Renovation and Facility Update Project, (b) issue, sell and deliver its first mortgage bonds (the “2025 Pierre Moran Middle School Renovation and Facility Update Project Bonds”) in an original aggregate principal amount not to exceed \$6,600,000 for the purpose of financing all or a portion of the 2025 Pierre Moran Middle School Renovation and Facility Update Project, (c) issue, sell and deliver its first mortgage bonds (the “2025 West Side Middle School Renovation and Facility Update Project Bonds”) in an original aggregate principal amount not to exceed \$6,600,000 for the purpose of financing all or a portion of the 2025 West Side Middle School Renovation and Facility Update Project (the 2025 North Side Middle School Renovation and Facility Update Project Bonds, 2025 Pierre Moran Middle School Renovation and Facility Update Project Bonds and the 2025 West Side Middle School Renovation and Facility Update Project Bonds, collectively, the “2025 Bonds”) (c) encumber any real property or equipment acquired by it for the purpose of financing all or any portion of any of each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project, and (d) enter into contracts for the sale of the 2025 Bonds and the acquisition, construction, renovation, expansion and equipping of said school facilities.

Section 9. Upon the redemption or retirement of all series of the 2025 Bonds to be issued by the Building Corporation in connection with the financing of each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project, the School Corporation will accept from the Building Corporation the Premises free and clear of all liens and encumbrances thereon.

Section 10. The School Corporation shall apply (a) the proceeds received by the School Corporation from the sale of all or any portion of the Premises to the Building Corporation with respect to the 2025 North Side Middle School Renovation and Facility Update Project Bonds to the costs of all or a portion of the 2025 North Side Middle School Renovation and Facility Update Project not funded by the Building Corporation, (b) the proceeds received by the School Corporation from the sale of all or any portion of the Premises to the Building Corporation with respect to the 2025 Pierre Moran Middle School Renovation and Facility Update Project Bonds to the costs of all or a portion of the 2025 Pierre Moran Middle School Renovation and Facility Update Project not funded by the Building Corporation, (c) the proceeds received by the School Corporation from the sale of all or any portion of the Premises to the Building Corporation with respect to the 2025 West Side Middle School Renovation and Facility Update Project Bonds to the costs of all or a portion of the 2025 West Side Middle School Renovation and Facility Update Project.

Section 11. The terms and conditions of the proposed form of the Lease and the plans, drawings, specifications and estimates of each the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project, are approved and agreed to as the basis for a hearing as required by law, and such hearing shall be held by this Board upon the necessity for the execution of the Lease and whether the

increased lease rentals provided therein is a fair and reasonable rental for all or any portion of the Premises prior to the final determination of such questions so that this Board may determine whether to execute the Lease as now written or as modified hereafter by agreement of the parties prior to execution, and the President of the Board is hereby authorized to call said hearing to be held on February 25, 2025 at 7:00 p.m., local time, in the J. C. Rice Educational Services Center at 2720 California Road, Elkhart, Indiana, or at such other date, time and location as determined by the Superintendent of the School Corporation (the "Superintendent"), the District Counsel/Chief of Staff of the School Corporation (the "District Counsel/Chief of Staff") or the Chief Financial Officer of the School Corporation (the "Chief Financial Officer").

Section 12. If the maximum principal amount of each of the 2025 North Side Middle School Renovation and Facility Update Project Bonds, 2025 Pierre Moran Middle School Renovation and Facility Update Project Bonds and the 2025 West Side Middle School Renovation and Facility Update Project Bonds are issued, the maximum annual debt service fund tax rate necessary to pay maximum annual lease payments is estimated to be approximately \$0.2055 per \$100 of assessed valuation; however, the incremental increase in the annual debt service fund tax rate is anticipated to be no more than \$0.0100 per \$100 of assessed valuation over the current debt service fund tax rate due to the decline in the debt service of the current outstanding obligations paid from the School Corporation's debt service fund and the anticipated growth in the net assessed value of all taxable property located in the geographical boundaries of the School Corporation. The estimated completion date for each of the 2025 North Side Middle School Renovation and Facility Update Project, the 2025 Pierre Moran Middle School Renovation and Facility Update Project and the 2025 West Side Middle School Renovation and Facility Update Project is December, 2027.

Section 13. The Board hereby declares its official intent that, to the extent permitted by law, (a) to execute the Lease with the Building Corporation, (b) to request the Building Corporation to issue the 2025 North Side Middle School Renovation and Facility Update Project Bonds, in one or more series or issues, in the original aggregate principal amount not to exceed the aggregate amount set forth above, (c) to request the Building Corporation to issue the 2025 Pierre Moran Middle School Renovation and Facility Update Project Bonds, in one or more series or issues, in the original aggregate principal amount not to exceed the aggregate amount set forth above, (c) to request the Building Corporation to issue the 2025 West Side Middle School Renovation and Facility Update Project Bonds, in one or more series or issues, in the original aggregate principal amount not to exceed the aggregate amount set forth above, (d) to reimburse costs of the 2025 North Side Middle School Renovation and Facility Update Project consisting of the Expenditures from a portion of the proceeds of the sale of the 2025 North Side Middle School Renovation and Facility Update Project Bonds, (e) to reimburse costs of the 2025 Pierre Moran Middle School Renovation and Facility Update Project consisting of the Expenditures from a portion of the proceeds of the sale of the 2025 Pierre Moran Middle School Renovation and Facility Update Project Bonds and (f) to reimburse costs of the 2025 West Side Middle School Renovation and Facility Update Project consisting of the Expenditures from a portion of the proceeds of the sale of the 2025 West Side Middle School Renovation and Facility Update Project Bonds.

Section 14. In connection with the issuance of each series of the 2025 Bonds, the Board hereby engages (a) Baker Tilly Municipal Advisors, LLC, to serve as the municipal advisor of the Building Corporation and the School Corporation for all series of the 2025 Bonds,

and (b) Barnes & Thornburg LLP to serve as the bond counsel and general counsel for all series of the 2025 Bonds.

Section 15. Any officer of the School Corporation, the Superintendent, the District Counsel/Chief of Staff or the Chief Financial Officer be, and hereby is, authorized, empowered and directed, on behalf of the School to publish notices of said public hearings and to take any other action as such officer deems necessary or desirable to effectuate the foregoing resolutions, and any such publication or other actions heretofore made or taken be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 14th day of January, 2025

BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOL CORPORATION, ELKHART COUNTY, INDIANA

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

**RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES
ELKHART COMMUNITY SCHOOLS**

BE IT RESOLVED that, the Board of School Trustees seeks to incentivize members of its certified staff to give notice of their intention to retire from employment with Elkhart Community Schools on or before February 1, 2025.

WHEREFORE, certified teachers who meet the retirement eligibility requirements established by the Board of Trustees of the Indiana Public Retirement System, and who give notice to Elkhart Community Schools on or before February 1, 2025 of their intention to retire at the end of the 2024-2025 School Year, shall be entitled to receive an additional stipend of two thousand (\$2,000.00) dollars. Said stipend shall be paid to certified teachers giving such notice on July 3, 2025.

This Resolution shall be effective upon approval by the Board of School Trustees.

ADOPTED THIS 14th DAY OF JANUARY 2025:

AYE

NAY

BOARD OF SCHOOL TRUSTEES

ATTEST:

Secretary, Board of School Trustees



SCHOOL CALENDAR

JULY 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		

AUGUST 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						

SEPTEMBER 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				

OCTOBER 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	

NOVEMBER 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						

DECEMBER 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			

<p>JULY</p> <p>AUGUST 8/11-13 Teacher Pre-Session Days NO STUDENTS 8/14 FIRST DAY OF SCHOOL FOR STUDENTS</p> <p>SEPTEMBER 9/1 Labor Day ALL BUILDINGS CLOSED 9/15 eLearning / * Asynchronous Day - staff PD</p> <p>OCTOBER 10/10 End of 1st Grading Period / Midterm 10/20-21 Parent/Teacher Conferences (held in evenings) 10/22 eLearning / * Asynchronous Day - staff PD 10/22 Parent / Teacher Conferences (am only) 10/23-27 Fall Recess ALL SCHOOLS CLOSED</p> <p>NOVEMBER 11/26-28 Thanksgiving Recess ALL SCHOOLS CLOSED</p> <p>DECEMBER 12/19 End of 2nd Grading Period / Semester 12/22-1/2/25 Winter Recess ALL SCHOOLS CLOSED</p>	<p>JANUARY 1/1-1/2 Winter Recess ALL SCHOOLS CLOSED 1/5 School resumes after Winter Recess 1/19 Martin Luther King, Jr. Day ALL BUILDINGS CLOSED</p> <p>FEBRUARY 2/13-2/16 Presidents' Recess ALL SCHOOLS CLOSED</p> <p>MARCH 3/4 eLearning / * Asynchronous Day - staff PD 3/4 SAT Participants are expected to come to school in-person for testing. 3/13 End of 3rd Grading Period / Midterm</p> <p>APRIL 4/3-10 Spring Break ALL SCHOOLS CLOSED 4/16 Kindergarten Kick-off (evening school visits)</p> <p>MAY 5/25 Memorial Day ALL BUILDINGS CLOSED 5/29 LAST DAY OF SCHOOL FOR STUDENTS</p> <p>JUNE</p>
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JANUARY 2026

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 2026

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 2026

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 2026

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 2026

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 2026

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

* Asynchronous – instruction that is provided at different times and the teacher and students are in different physical spaces.

Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISION FOOD SERVICE EMPLOYEES' COMPENSATION PLAN
 Code po3422.01S
 Status First Reading
 Adopted December 13, 2016
 Last Revised November 28, 2023
 Last Reviewed January 14, 2025

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, 2024.

WAGE SCHEDULE								
STEP	I		II		II.5	III	IV	V
	A	B	A	B	B	B	B	B
Probationary	11.70	11.51	12.04	11.85	12.98	17.31	18.10	18.63
55 days - 1 year	12.48	12.29	12.86	12.65	13.75	18.20	18.95	19.48
1 year - 2 years	13.34	13.09	13.69	13.45	14.56	18.63	19.79	20.33
2 years - 3 years	14.30	14.01	14.67	14.37	15.47	19.81	20.72	21.31
Over 3 years	14.86	14.56	15.23	14.90	17.09	20.57	21.52	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)	13.49	12.94
2	55 days or more, but less than 1 year	13.61	13.31
3	1 year or more, but less than 2 years	14.12	13.84
4	2 years or more, but less than 3 years	14.68	14.35
5	3 years or more, but less than 4 years	15.21	14.85
6	4 years or more, but less than 5 years	15.65	15.28
7	5 years or more, but less than 6 years	16.21	15.80
8	6 years or more, but less than 7 years	16.69	16.29
9	7 years or more	17.25	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.

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, 2024, 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.

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.

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 ~~six~~three (63) weeks of paid maternity leave for a vaginal birth and ~~eight~~four (84) 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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Book Policy Manual
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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, 2024. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

Classification	Wage Range (per hour)
Head Mechanic	33.49 – 36.63
Assistant Head Mechanic	31.13 – 33.49
Heavy Duty Mechanic	25.72 - 32.31
* Mechanic	24.57 – 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:

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 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.

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 (½) 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 ~~six~~three (63) weeks of paid maternity leave for a vaginal birth and ~~eight~~four (84) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

Holidays and Vacations

Definitions

As used in this policy, the term "school-year employee" means an employee who is employed on a school-year basis and works approximately 175 or more days per year, and who has a regular workday of four (4) or more hours.

Holidays

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

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

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

- B. During the winter break (when schools are closed) four (4) days will be allowed as follows:

1. When January 1 and December 25 fall on a weekday, they shall be paid holidays, and a classified employee may, subject to approval of the immediate supervisor, select either but not both December 24 or December 26 as a holiday with pay, and may, subject to approval of the immediate supervisor, select either but not both December 31 or January 2 as a holiday with pay. To be eligible for either of the above selections, a classified employee must make such request to the immediate supervisor no later than December 10.
2. When January 1 and December 25 fall on a weekend, then both the Friday before and the Monday after shall be paid holidays, unless schools are open on one (1) of these days, in which case an alternate day will be determined.

- C. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless school is in session.

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

E. Presidents' Day will be a paid holiday.

- F. **Holiday/Sunday Overtime:** In the event a mechanic is required to work on a Sunday or on Thanksgiving Day, Christmas Day, or New Year's Day, the employee shall be paid at two (2) times his/her regular hourly rate of pay for each hour worked on such day(s). This pay shall be in addition to holiday pay.

Vacations

- A. A full-time employee who has, as of December 31, been employed by the Elkhart Community Schools for less than one (1) calendar year, shall be entitled to one (1) working day vacation with pay during the next calendar year, for each full month of employment completed, provided that no more than ten (10) vacation days may be accrued.
- B. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for that entire calendar year, shall be entitled to ten (10) working days vacation with pay during the next calendar year.
- C. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for five (5) consecutive years, is entitled to fifteen (15) working days vacation with pay during the next calendar year.
- D. A full-time employee who has, as of December 31 of each year, been employed by the Elkhart Community Schools for fifteen (15) consecutive years, is entitled to twenty (20) working days vacation with pay during the next calendar year.
- E. Full-time employees employed for twenty (20) or more consecutive years prior to December 31 are entitled to twenty-five (25) working day's vacation with pay during the next calendar year.
- F. Years shall be considered "consecutive" so long as any interruption of service did not include other employment.
- G. For the sole purpose of determining vacation benefit eligibility; employees who transfer from a school-year position to a twelve (12) month position will be granted years of service based on the following conversion formula. **NOTE: the years of service conversion is only applicable for the purpose of vacation benefits. This computation does not replace the total years of service invested with Elkhart Community Schools for the purposes of Retirement benefits or Staff Recognition.**

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

The calculated number of years of service will be used in determining the total number of day's vacation which such full-time employee is entitled to receive under this policy. The employee will receive the total amount of awarded vacation days effective the January following their date of conversion. Prior to completing one (1) full year of service, the employee will be entitled to a prorated amount of vacation days based on the calculation formula referenced in the paragraph above.
- H. Dates requested for use as vacation days shall be submitted to the immediate supervisor prior to the first day of requested vacation, and shall be subject to the approval of the immediate supervisor. When vacation days have been requested and approved but are not able to be used due to administrative directive, an extension of up to three (3) months will be granted for the use of such day(s).
- I. Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond.

Revised 1/1/17

Revised 12/12/17

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Revised 8/13/19

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

Wage Schedule

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

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

Step (Rates)	Experience as a School Bus Driver	Bus Driver Hourly Rate
Probationary	0 - 55 days	24.43
Base	55 days, but not more than two (2) years	25.17
Advanced	Over two (2) years, but not more than five (5) years	26.24
Experienced	Over five (5) years, but not more than 10 years	27.17
	Over ten (10) years, but not more than 15 years	27.43
	Over fifteen (15) years	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:

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 years	\$1.00

Retention Payment(s)

Bus drivers who have successfully completed probation will be eligible to receive a driver retention payment of \$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 \$18.50/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.

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.

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 ~~six~~ **three (63)** weeks of paid maternity leave for a vaginal birth and ~~eight~~ **four (84)** weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

Holidays and Vacations

Definitions

As used in this policy, the term "school-year employee" means an employee who is employed on a school-year basis and works approximately 175 or more days per year, and who has a regular workday of four (4) or more hours.

Holidays

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

School-year classified employees shall be paid for the following holidays when they occur on days which would have been worked if it were not for that special day, subject to the provisions below:

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

Labor Management Committee

Labor Management Committee: The drivers' committee shall, upon request, have the right to meet on a monthly basis with the Director of Transportation and, when necessary, the District Counsel/Chief of Staff. The committee shall provide the Director of Transportation an agenda of topics to be discussed two (2) workdays before meeting.

Revised 1/1/17

Revised 12/12/17

Revised 12/18/18

Revised 7/23/19

Revised 12/10/19

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Last Reviewed	January 14, 2025

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, 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)	15.06
2	55 days, but not more than one (1) year	15.76
3	one (1) year or more, but less than two (2) years	16.44
4	two (2) years or more, but less than three (3) years	17.14
5	three (3) or more	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
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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 \$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.

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

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 ~~six~~ **three (63)** weeks of paid maternity leave for a vaginal birth and ~~eight~~ **four (84)** 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

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

The Board of School Trustees hereby adopts the following wage schedule for secretaries commencing March 12, 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 Division	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	18.08	18.54	19.29	20.12	20.90	22.02
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
Accounts Payable Assistant	16.70	17.40	18.10	18.80	19.50	20.20
Assistant Secretary/Receptionist - EACC	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, 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.

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.

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

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.

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, forty-five percent (45%) of the accumulated sick leave days 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 **twelve (12) month** 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 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 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 ~~six~~ **three (63)** weeks of paid maternity leave for a vaginal birth and ~~eight~~ **four (84)** 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 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 (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 August 27, 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 - 1.10	Executive Assistant to Superintendent and Board of School Trustees
.85 - 1.04	Executive Assistant to Assistant Superintendent of Instruction and District Counsel/Chief of Staff
.85 - 1.02	Executive Assistant/Human Resources
.85 - 1.02	Executive Assistant/Business Office

* Apply factor to base amount of \$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:

1. determine "recognized" previous experience in the Elkhart Community Schools.
2. determine the staff member's placement on the salary factor range on the basis of previous experience in the Elkhart Community Schools and other experience and training.

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

Performance Award

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

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 ($66 \frac{2}{3}$) 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 as 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 ~~six~~ **three (63)** weeks of paid maternity leave for a vaginal birth and ~~eight~~ **four (84)** weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

Vacations and Holidays

Executive Assistants shall be eligible for fifteen (15) days of vacation each contract year, exclusive of weekends and holidays, at a time(s) approved by the staff member's immediate supervisor(s). Upon completion of five (5) years of employment with the Elkhart Community Schools as an Executive Assistant, or when previous employment provided relatively comparable or executive secretarial experience, an Executive Assistant shall be eligible for twenty-five (25) days of vacation each year.

Vacation days will be available to the staff member during the twelve (12) months of the calendar year and for six (6) months beyond. Unused vacation days will not be cumulative after the expiration of the eighteen (18) month period and shall at that time be transferred to sick leave and be available for use as sick leave days, provided at no time may more than the number of hours equal to the number of scheduled workdays in the current year accumulate for use as sick leave.

Holidays

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

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

New Year's - two (2) days

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Independence Day - two (2) days

Labor Day

Thanksgiving

Friday immediately following Thanksgiving Day

Christmas - two (2) days

Specific dates for items A-1, 5, & 9 must be approved by the immediate supervisor

B. When any holiday is celebrated on a weekend, it will be a paid holiday on the Friday preceding or the Monday following, unless the school is in session.

Revised 3/28/17

Revised 12/12/17

Revised 8/14/18

Revised 12/18/18

Revised 12/10/19

Revised 1/14/20

Revised 11/24/20

Revised 2/9/21

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Revised 7/9/24

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Book Policy Manual
 Section 3000 Personnel
 Title PROPOSED REVISED - REGISTERED NURSES' COMPENSATION PLAN
 Code po3422.10S
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 Last Reviewed January 14, 2025

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 July 1, 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	Salary District Health Service Coordinator**
1	Less than 1 year	43,635	43,635	48,396	59,000
2	1 year to 3 years	44,993	44,993	49,876	60,000
3	3 years to 5 years	45,959	45,953	50,980	61,000
4	5 years to 7 years	46,644	46,644	51,763	62,000
5	7 years or more	46,943	46,943	52,108	63,000

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

** Funded 50% by ProjectAWARE Grant 7/1/2024 - 9/30/2026.

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 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.

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 ~~six~~three (63) weeks of paid maternity leave for a vaginal birth and ~~eight~~four (84) 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

Revised 11/22/22

Revised 11/28/23

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Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED - SOCIAL WORKERS' COMPENSATION PLAN
Code	po3422.11S
Status	First Reading
Adopted	December 13, 2016
Last Revised	November 28, 2023
Last Reviewed	January 14, 2025

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 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	\$44,000	\$46,000
B	\$45,000	\$47,000
C	\$46,000	\$48,000
D	\$47,000	\$49,000
E	\$48,000	\$50,000
F	\$49,000	\$51,000
G	\$50,000	\$52,000
H	\$51,000	\$53,000
I	\$52,000	\$54,000
J	\$53,000	\$55,000
K	\$54,000	\$56,000
L	\$55,000	\$57,000
M	\$56,000	\$58,000
N	\$57,000	\$59,000
O	\$58,000	\$60,000
P	\$59,000	\$61,000
Q	\$60,000	\$62,000
R	\$61,000	\$63,000
S	\$62,000	\$64,000
T	\$63,000	\$65,000
U	\$64,000	\$66,000
V	\$65,000	\$67,000
W	\$66,000	\$68,000
X	\$67,000	\$69,000
Y	\$68,000	\$70,000
Z	\$69,000	\$71,000
AA	\$70,000	\$72,000

BB	\$71,000	\$73,000
CC	\$72,000	\$74,000
DD	\$73,000	\$75,000
EE	\$74,000	\$76,000
FF	\$75,000	\$77,000

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**.

- a. For purposes of this benefit, "retirement" shall be defined as resignation by an employee who at the time of retirement is age sixty (60) and has ten (10) or more consecutive years of employment in the Elkhart Community Schools. Only the six (6) months service requirement must be met to be eligible for the disability or death benefit.
- b. A maximum of thirty (30) accumulated days of unused personal leave will be paid to eligible employees who retire, die, or become totally permanently disabled while employed by the Elkhart Community Schools. In the event of death, the benefit shall be paid to the decedent's estate.

- c. In addition, employees who are fifty-five (55) years of age or older and have at least fifteen (15) years of service and who have been insured under the Elkhart Community Schools' group insurance plan for at least the last five (5) years, shall be eligible to continue in that program until age sixty-five (65) by paying 100% of the premiums in advance at the business office.
- d. When retiring, a Social Worker who has ten (10) years of service and is at least fifty-five (55) years of age may select one (1) of the following benefits based upon the employee's daily rate at the time of retirement:
1. One (1) day's pay for each full year employed by the Elkhart Community Schools, or
 2. at least forty percent (40%) of the unused sick leave will be paid, in accordance with the provisions in the Social Workers employee booklet.

D. Change in Classification

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

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 ~~six~~ **three (63)** weeks of paid maternity leave for a vaginal birth and ~~eight~~ **four (84)** 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
Revised 11/22/22

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED - EMPLOYEES IN MISCELLANEOUS POSITIONS COMPENSATION PLAN
Code	po3422.12S
Status	First Reading
Adopted	December 20, 2016
Last Revised	May 14, 2024
Last Reviewed	January 14, 2025

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 March 12, 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	26.99 - 32.62
**Transportation Trainer/Dispatcher	22.98 - 26.36
Food Service Supervisor of Truck Drivers	22.99 - 26.36
Food Service Truck Driver	19.05 - 22.07
Food Service Receiving/Supply	19.05 - 22.07
Supervisor of Building Services	24.03 - 28.89
Food Service Support Specialist	21.18 - 28.46
Assistant to the Food Service Director for Secondary Schools	21.18 - 28.46
Food Service Bids & Commodity Coordinator	20.31 - 30.05
Culinary Event Coordinator	20.31 - 30.05
Assistant to the Food Service Director for Elementary Schools	21.18 - 28.46
Production Coordinator	22.98 - 26.36
**Transportation Route/Driver Coordinator	22.98 - 26.36
Transportation Clerk	18.29 - 19.81
Adult/Community Education Non-Contract Teachers	36.23 *
Building Community Education Coordinator	30.93 - 37.92
Radio Station Staff Announcer	12.42 - 16.39
Radio Station Development Assistant	13.95 - 20.52
School Security Officer	33.57
Federally Funded Pupil/Program/Parent Support Person	22.95 - 32.06
Federally Funded Building Translator/Interpreter	22.95 - 32.06
Federally Funded Building Translator/Parent Liaison	18.64 - 22.62
School Parent/Community Liaison	22.95 - 32.06

District Translator	35.70 - 45.70
Evening Events Supervisor	18.10
After-School Programming (ParaPro Credentialed)	18.00
After-School Programming (Non-ParaPro Credentialed)	14.00
Deaf/Hard of Hearing Educational Interpreter	19.43 - 33.67
Early College Data Specialist	27.70 - 31.23
EACC Testing Specialist	27.70 - 31.23
Manager of Community and Family Engagement (partially grant funded)	31.53 - 39.68
Campus Security – I	15.23 - 23.38
Campus Security – II	17.27 - 25.42
Farm Technician	18.00 - 23.00
After-School Certified Teacher Tutoring	.001 of salary set forth in Article 6-E-4-d of the Master Contract

* Hourly rate based on .00113 of the base salary set forth in Appendix B of the 2023-2024 Master Contract.

** 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	61,367 - 100,750
Radio Station Development Director	58,386 - 82,832
Radio Station Business Account Manager	48,347 - 81,634
Radio Station Program Director	48,347 - 68,595
Radio Station Senior Reporter and Assignment Editor	43,231 - 58,309
Radio Station Operations Manager	36,780 - 53,410
Radio Station Morning Edition Host	40,292 - 57,253
Radio Station Promotions Manager	41,135 - 55,960
Radio Station Membership Manager	50,227 - 64,129
Radio Station Business/Workforce Development Reporter - IPB News	41,320 - 55,930
Radio Station News Director/Reporter	51,500 - 66,500
Benefits Coordinator and Employee Engagement Specialist	50,500 - 63,000
Assistant Supervisor of Food Services	67,500 - 77,500
Assistant Manager of Transportation Department	67,500 - 77,500
EACC Career Coordinator	44,337 - 77,634
Olweus Bullying Prevention Program Coordinator	56,325 - 68,670
Elementary Activities Coordinator	45,000 - 65,000
Education and Engagement Coordinator	48,347 - 81,634
Adult and Community Education Program Manager	75,375 - 86,163
Special Education Transition Specialist	46,500 - 66,500
High School Scheduling Coordinator (11 months)	61,500 - 76,500
Building Services Manager	76,985 - 97,365

Energy and Risk Management Specialist	61,700 - 82,080
Data and Assessment Manager	75,475 - 86,263
Data Specialist	49,084 - 70,989
Communication Specialist	49,084 - 70,989
Substitute Coordinator	51,483 - 60,581
Staff Accountant	51,510 - 63,738
Payroll Manager	51,510 - 63,738
FSCS Data Management Coordinator (funded by FSCS Grant 1/1/23 - 12/31/27)	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)	71,100
School Psychologist Intern	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.

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 any reason for five (5) or less days, other than vacation, bereavement, or personal leave, shall be paid a sum of fifty dollars (\$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

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, 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 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 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 ~~six~~three (63) weeks of paid maternity leave for a vaginal birth and ~~eight~~four (84) 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 FSCS Data Management 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.

Revised 1/24/17
 Revised 6/27/17
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 Revised 12/12/17
 Revised 5/8/18
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Revised 3/12/24

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Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED - THERAPISTS' COMPENSATION PLAN
Code	po3422.13S
Status	First Reading
Adopted	December 13, 2016
Last Revised	November 28, 2023
Last Reviewed	January 14, 2025

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

POSITION	YEARLY SALARY RANGE
Occupational Therapist	56,181 - 75,837
Occupational Therapist Assistant	53,251 - 62,587
Physical Therapist Assistant	53,251 - 62,587
Board Certified Behavior Analyst (BCBA)	56,181 - 75,837

POSITION	HOURLY WAGE
Physical Therapist	\$48.92 - \$62.67
Speech Language Pathology Assistant (SLPA)	\$31.44 - \$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.

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 ~~six~~ **three (63)** weeks of paid maternity leave for a vaginal birth and ~~eight~~ **four (84)** weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under this policy; it shall not, however, add to the duration of a traditional absence related to childbirth as determined by the treating physician.

Holidays

Therapists shall be paid for the following holidays when they occur on days which they would have worked if it were not for that special day, subject to the provisions above:

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

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

Revised 1/1/17

Revised 12/12/17

Revised 2/27/18

Revised 12/18/18

Revised 12/10/19

Revised 11/24/20

Revised 12/14/21

Revised 11/22/22

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED - EMPLOYEES IN TECHNOLOGY SERVICES POSITIONS COMPENSATION PLAN
Code	po3422.14S
Status	First Reading
Adopted	December 13, 2016
Last Revised	November 28, 2023
Last Reviewed	January 14, 2025

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

POSITION	HOURLY WAGE RANGE
Support Technician	19.59 - 28.93
Service Desk Coordinator	19.59 - 28.93
Data Systems Analyst	19.59 - 28.93

POSITION	YEARLY SALARY RANGE
Manager of Infrastructure Services	75,475 - 106,759
Senior Technical Support Manager	77,632 - 107,859
Manager of Enterprise Application Services	74,575 - 105,859
Network Administrator	56,057 - 75,475
Telecommunications System Administrator	56,057 - 75,475
Deployment Administrator	56,057 - 75,475
Infrastructure Services Coordinator	56,057 - 75,475
LMS & Student Data Integration Specialist	56,057 - 75,475
Application Developer	56,057 - 75,475
EAS Support Specialist	55,157 - 74,575

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.

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 ~~six~~three (63) weeks of paid maternity leave for a vaginal birth and ~~eight~~four (84) 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

Revised 11/22/22

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED - PERMANENT SUBSTITUTE TEACHERS' COMPENSATION PLAN
Code	po3422.15S
Status	First Reading
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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, 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
\$183 per day 180 days plus paid holidays \$32,794	\$171 per day 180 days plus paid holidays \$30,737	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 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.

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 ~~six~~three (63) weeks of paid maternity leave for a vaginal birth and ~~eight~~four (84) 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
 Revised 11/22/22

Book	Policy Manual
Section	3000 Personnel
Title	PROPOSED REVISED - LICENSED PRACTICAL NURSES' COMPENSATION PLAN
Code	po3422.16S
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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, 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)
2	0 days, but not more than 3 years	22.03
3	3 years to 5 years	23.65
4	5 years to 7 years	25.27
5	7 years and more	26.89

*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.

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 ~~six~~ **three (63)** weeks of paid maternity leave for a vaginal birth and ~~eight~~ **four (84)** 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

Revised 11/22/22

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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, 20254, through December 31, 20254.
- 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 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 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 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.
- 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 fourth 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.

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) workdays, 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 ~~sixthree~~ (63) weeks of paid maternity leave for a vaginal birth and ~~eightfour~~ (84) 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 his/her vacation days during the calendar year when said days are awarded, he/she shall have until June 30th 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 **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 26 **LAYOFF AND RECALL PROCEDURE**

- A. In the event of a general layoff involving a number of employees, probationary employees shall be released before regular employees, within the same job classification as listed in Appendix A. In the event regular employees are laid off, the employer agrees to consider seniority, within each job classification as listed in Appendix A, as the primary factor in making its decision as to which regular employees are to be laid off.
- B. In the event such employees are to be recalled, regular employees shall be offered employment before probationary employees within the same job classification, provided that such employees have on file in the Human Resources Office the address to which such offer of re-employment

may be sent, and provided further that such recall rights cease after thirty-six (36) months from the date of layoff. In the event regular employees are recalled, the employer agrees to consider seniority within each job classification as listed in Appendix A, as the primary factor in making its decision as to which regular employees are to be recalled.

ARTICLE 27
AFFIRMATIVE ACTION

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

ARTICLE 28
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 29
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 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 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, 2024, and will continue through 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, 2024. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

	Classification	Hourly Wage Range
M-1	Plumber	32.00 – 38.44
M-2	Electrician	32.00 – 38.44
M-3	HVAC	32.00 – 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 affect an efficient operation of the school system as determined by the employer.

Uniforms issued in the calendar year in which the employee leaves the Elkhart Community Schools shall be returned to the Elkhart Community Schools. Upon request, up to three (3) uniforms per year will be issued.

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

Career Increment Schedule

Years Regularly Employed in Elkhart Community Schools	Hourly Increment
five (5) or more, but less than ten (10)	\$.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 28, 2023

SUPPORT STAFF GRIEVANCE REPORT FORM – ADMINISTRATIVE REGULATION GBM

STEP _____

Step I — Immediate Administrative Supervisor

Step II — District Counsel/Chief of Staff

Step III — Superintendent and Board

Building	Assignment	Name of Grievant	Date Filed
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STATEMENT OF GRIEVANCE

A. Employee(s) involved

B. Specific facts giving rise to grievance

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

D. Specific relief requested

Date

Signature of Grievant

Date received by employer

Signature of Administrator

c: Immediate Supervisor

July 1993

Book	Policy Manual
Section	7000 Property
Title	PROPOSED REVISED - STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY
Code	po7540.03
Status	First Reading
Adopted	November 22, 2016
Last Revised	March 8, 2022
Last Reviewed	January 14, 2025

7540.03 - ~~NETWORK AND INTERNET~~ STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The School Board provides Technology Resources (as defined in Bylaw 0100 - Definitions) to support the educational and professional needs of its students and staff. With respect to students, School Corporation Technology Resources afford them the opportunity to acquire the skills and knowledge to learn effectively and live productively in a digital world. The Board provides students with access to the Internet for limited educational purposes only and utilizes online educational apps and services to enhance the instruction delivered to its students. The Corporation's computer network and Internet system do not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

The Board regulates the use of Corporation Technology Resources by principles consistent with applicable local, State, and Federal laws, the Corporation's educational mission, and articulated expectations of student conduct as delineated in the Student Code of Conduct. This policy, its related administrative guidelines and the Student Code of Conduct govern students' use of Corporation Technology Resources and students' personal communication devices when they are connected to the Corporation computer network, Internet connection, and/or online educational apps and services, or when used while the student is on Corporation-owned property or at a Corporation-sponsored activity (see Board Policy 5136 - Personal Communication Devices).

Users are prohibited from engaging in actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like) when using Corporation Technology Resources. Because its Technology Resources are not unlimited, the Board also has instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right to or expectation of privacy when using Corporation Technology Resources (including but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the Corporation's computer network and/or Internet connection).

First, the Corporation may not be able to limit access technologically, through its Technology Resources, to only those services and resources that have been authorized for the purpose of instruction, study, and research related to the curriculum. Unlike in the past, when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

The Board prohibits the sending, receiving, viewing, or downloading of materials that are harmful to minors on computers and other technology related devices owned or leased by the Corporation or connected to the Corporation computer network.

Pursuant to State and Federal law, the Board has implemented technology protection measures that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or the Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using the Corporation Technology Resources if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any student who attempts to disable the technology protection measures will be subject to discipline.

The Superintendent or Director of Technology temporarily or permanently may unblock access to websites or online education apps and services containing appropriate material if access to such sites has been blocked inappropriately by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protective actions of the technology protection measures.

Parents/Guardians are advised that a determined user may be able to gain access to apps and services and/or resources on the Internet that the Board has not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to information and communications that they and/or their parents may find inappropriate, offensive, objectionable or controversial. Parents of minors are responsible for setting and conveying the standards that their children should follow when using the Internet.

Pursuant to Federal law, students shall receive education about the following:

- A. safety and security while using e-mail, chat rooms, social media, and other forms of direct electronic communication
- B. the dangers inherent with the online disclosure of personally identifiable information
- C. the consequences of unauthorized access (e.g., "hacking," "harvesting," "digital piracy," "data mining," etc.), cyberbullying, and other unlawful or inappropriate activities by students online
- D. unauthorized disclosure, use, and dissemination of personally identifiable information regarding minors

Staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above. Furthermore, staff members will monitor the online activities of students while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions or use of specific monitoring tools to review browser history and network, server, and computer logs.

Building principals are responsible for providing training so that Ed-Tech users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of Corporation Technology Resources. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social media and in chat rooms and cyberbullying awareness and response. Users of Corporation Technology Resources (and their parents if they are minors) are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

Students will be assigned a school email account that they are required to utilize for all school-related electronic communications, including those to staff members, peers, and individuals and/or organizations outside the Corporation with whom they are communicating for school-related projects and assignments.

Students are responsible for good behavior when using Corporation Technology Resources - i.e., behavior comparable to that expected of students when they are in classrooms, in school hallways, on other school premises and at school-sponsored events. Communications on Education Technology are often public in nature. General school rules for behavior and communication apply. The Corporation does not approve any use of its Technology Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines.

Use of Artificial Intelligence/Natural Language Processing Tools for School Work

Students are required to rely on their own knowledge, skills, and resources when completing school work. In order to ensure the integrity of the educational process and to promote fair and equal opportunities for all students, except as outlined below, the use of Artificial Intelligence (AI) and Natural Language Processing (NLP) tools (collectively, "AI/NLP tools") is strictly prohibited for the completion of school work. The use of AI/NLP tools, without the express permission/consent of a teacher, undermines the learning and problem-solving skills that are essential to academic success and that the staff is tasked to develop in each student. Students are encouraged to develop their own knowledge, skills, and understanding of course material rather than relying solely on AI/NLP tools and they should ask their teachers when they have questions and/or need assistance. Unauthorized use of AI/NLP tools is considered a form of plagiarism and any student found using these tools without permission or in a prohibited manner will be disciplined in accordance with the Student Code of Conduct.

Notwithstanding the preceding, students can use AI/NLP tools in the school setting if they receive prior permission/consent from their teacher, so long as they use the AI/NLP tools in an ethical and responsible manner. Teachers have the discretion to authorize students to use AI/NLP tools for the following uses:

- A. **Research assistance:** AI/NLP tools can be used to help students quickly and efficiently search for and find relevant information for their school projects and assignments.
- B. **Data Analysis:** AI/NLP tools can be used to help students analyze, understand, and interpret large amounts of data, such as text documents or social media posts. This can be particularly useful for research projects or data analysis assignments - e.g., scientific experiments and marketing research.
- C. **Language translation:** AI/NLP tools can be used to translate texts or documents into different languages, which can be helpful for students who are learning a new language or for students who are studying texts written in a different language.
- D. **Writing assistance:** AI/NLP tools can provide grammar and spelling corrections, as well as suggest alternative word choices and sentence structure, to help students improve their writing skills.
- E. **Accessibility:** AI/NLP tools can be used to help students with disabilities access and understand written materials. For example, text-to-speech software can help students with specific learning disabilities or visual impairments to read texts and AI-powered translation tools can help students with hearing impairments understand spoken language.

As outlined above, under appropriate circumstances, AI/NLP tools can be used as a supplement to but not a replacement for traditional learning methods. Consequently, with prior teacher permission/consent, students can use such resources to help them better understand and analyze information and/or access course materials. If a student has any questions about whether they are permitted to use AI/NLP tools for a specific class assignment, they should ask their teacher.

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action may be imposed on them. Users are personally responsible and liable both, civilly and criminally, for uses of Technology Resources that are not authorized by this Policy and its accompanying guidelines.

The Board designates the Superintendent and District Counsel/Chief of Staff as the administrators responsible for initiating, implementing, and enforcing this Policy and its accompanying guidelines as they apply to students' use of Corporation Technology Resources.

This policy shall be posted on the Corporation's website.

P.L. 106-554 (2000), Children's Internet Protection Act of 2000
 47 U.S.C. 254(h)(1)(B), Communications Act of 19334, as amended (2003)
 18 U.S.C. 1460
 18 U.S.C. 2246
 18 U.S.C. 2256
 20 U.S.C. 6301 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)
 20 U.S.C. 6777, 9134 (2003)
 47 C.F.R. 54.500 - 54.523
 I.C. 20-26-5-40.5
 I.C. 35-49-2-2

Cross References

po0100 - DEFINITIONS
 po5136 - PERSONAL COMMUNICATION DEVICES
 po5500 - STUDENT CONDUCT
 po7540.09 - ARTIFICIAL INTELLIGENCE

The Superintendent's implementation of guidelines and procedures describing responsible and acceptable use of technology, networks, and information shall include, but not be limited to the following notifications to Users. It is the School Board's expectation that the Superintendent will tailor the format of the information to be appropriate to its intended audiences, such as Employees, Students, or Families.

- A. Philosophy and Purpose
- B. A description of Scope from Policy 7540
- C. A statement regarding the Limited Educational Purpose of the corporation's technology systems from Policy 7540
- D. Notification that the Use of System is a Privilege from Policy 7540
- E. A description of expectations and limitations regarding Technology Privacy from Policy 7540.01
- F. The following notice regarding technology protection measures

The Corporation has implemented the use of technology protection measures which are specific technologies that will protect against (e.g. filter or block) access to visual displays/depictions that are obscene, child pornography, and materials that are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Corporation or the Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The technology protection measures may not be disabled at any time that students may be using the Network if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any student who attempts to disable the technology protection measures will be subject to discipline.

The Corporation utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate, and/or harmful to minors. Nevertheless, parents/guardians are advised that a determined user may be able to gain access to services on the Internet that the Corporation has not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to information and communications that they and/or their parents/guardians may find inappropriate, offensive, objectionable, or controversial. Parents/Guardians assume risks by consenting to allow their child to participate in the use of the Internet. Parents/Guardians of minors are responsible for setting and conveying the standards that their children should follow when using the Internet. The Board supports and respects each family's right to decide whether to apply for independent student access to the Internet.

G. The following notice regarding the instruction to be provided to students regarding technology safety:

Pursuant to Federal law, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified below. Furthermore, staff members will monitor the online activities of students while in school. This monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions, or the use of specific monitoring tools to review browser history and network, server, and computer logs.

1. safety and security while using email, chat rooms, social media, and other forms of direct electronic communications;
2. the dangers inherent with the online disclosure of personally identifiable information;
3. the consequences of unauthorized access (e.g., "hacking"), cyberbullying, and other unlawful or inappropriate activities by students online; and
4. unauthorized disclosure, use, and dissemination of personal information regarding minors.

Building principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the Internet. Students (and their parents if they are minors) are required to sign an agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

H. Guidance for Responsible Use of Technology, including the following:

The Board believes that technology users have the same responsibilities while using Board technology that are expected in any other school activity. Responsible use of technology is legal, ethical, academically honest, respectful of the rights of others, and consistent with the Board's mission.

While online, students should not reveal personal information such as name, age, gender, home address, or telephone number, and are encouraged not to respond to unsolicited online contacts and to report to a teacher or supervisor any online contacts which are frightening, threatening, or otherwise inappropriate. Students shall not be required to divulge personal information for access to a non-corporation managed technology.

The Board prohibits the sending, receiving, viewing, or downloading of materials that are harmful to minors on computers and other technology related devices owned or leased by the Corporation or connected to the Corporation's computer network.

Users will become familiar with and follow all laws, including copyright laws and fair use guidelines.

Users accessing information or communicating using Board technology shall be responsible for knowing what information is confidential under law or Board policy, and that the transmission of confidential information in error may result in discipline to the user transmitting the confidential information.

I. A list of Unacceptable Uses, including, but not limited to the following:

1. Users will not use the school corporation system to access, review, upload, download, store, print, post, or distribute;
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate to the educational setting or disruptive to the educational process or information or materials that could cause damage or danger of disruption;
 - d. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute bullying, harassment, or discrimination unless used as primary source material for the study of a subject under the direct supervision of a teacher;
2. Users will not use external proxy servers or other means of bypassing the corporation's Internet content filter to gain access to these materials.

J. Users will not use the school corporation system to knowingly or recklessly post false or defamatory information about a person or organization, bully or harass another person, nor engage in personal attacks, including prejudicial or discriminatory attacks:

K. Users will not use the school corporation system to engage in any illegal act or violate any local, State, or Federal statute or law.

L. Users will not use the school corporation system to vandalize, damage, or disable the property of another person or organization; will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means; will not tamper with, modify or change the school corporation system software, hardware or wiring or take any action to violate the school corporation system's security; and will not use the school corporation system in such a way as to disrupt the use of the system by other users:

M. Users will not use the school corporation system to gain unauthorized access to information resources nor to access another person's materials, information, or files without the implied or direct permission of that person.

N. Users will not use the school corporation system to post private information about another person or to post personal contact information about themselves or other persons including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords:

- O. Users will not attempt to gain unauthorized access to the school corporation system or any other system through the school corporation system, nor attempt to log in through another person's account, nor use computer accounts, access codes, or network identification other than those assigned to the user.
- P. Users will not use the school corporation system to violate copyright laws, or usage licensing agreements, nor otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
- Q. Users will not use the school corporation system for the conduct of a business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school corporation. Users will not use the school corporation system to offer or provide goods or services or for product advertisements. Users will not use the school corporation system to purchase goods or services for personal use without authorization from the appropriate school corporation official.
- R. Users will not use the school corporation system to access any material or resource which results in the school corporation receiving an unauthorized billing. Any financial obligation incurred by a User through the Internet is the sole responsibility of the staff member, the student, or the student's parents.
- S. Users will not use excessive data storage or network bandwidth for non school related purposes. This includes unauthorized file downloads, Internet radio or video, peer to peer file sharing, chat rooms, games, instant messenger services, or the transfer of unusually large or numerous files or e-mail messages.
- T. Users may access the school corporation's wireless network using personal property if such access is approved by the appropriate Corporation official subject to the terms and provisions of that network. However, Users may not use personal property to gain access to the school corporation's wired network without proper authorization from a corporation official.

The aforementioned principles and guidelines are extended to networks and information technology resources outside of the school corporation which are accessed through the corporate network via the Internet. Networks or information technology resource providers outside of the corporation may, in turn, impose additional conditions of appropriate use which the user is responsible to observe when using those resources.

A student or employee engaging in the foregoing unacceptable uses of the Internet when off school corporation premises also may be in violation of this policy as well as other school corporation policies. Examples of such violations include, but are not limited to, situations where the school corporation system is compromised, if a school corporation employee or student is negatively impacted, or if the educational setting or educational process is disrupted. (First Amendment Rights do apply in these situations, however.) If the school corporation receives a report of an unacceptable use originating from a non school computer or resource, the school corporation may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct including, but not limited to, suspension or cancellation of the use or access to the school corporation computer system and the Internet and discipline under other appropriate school corporation policies, including suspension, expulsion, exclusion, or termination of employment.

If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school corporation official. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. A student may also in certain rare instances access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher.

- A. Information regarding the consequences associated with *Violation of this Policy* from Policy 7540
- B. Disclosure regarding *Limitations on School Corporation Liability* from Policy 7540
- C. A "Responsible and Acceptable Use of Technology" signature form for students and parents, including, but not limited to the following:

As a condition of using the Elkhart Community Schools' computer system and network, I understand and agree to the following:

- A. I (My child) will comply with Board Policy 7540.03 which governs the responsible and acceptable use of the technology, networks, and information of the Elkhart Community Schools.
- B. I hereby knowingly and voluntarily agree that Elkhart Community Schools shall have the right to review any material stored on any system provided by the school corporation to edit or remove any material.
- C. In consideration for (my child) using the Internet and having access to public networks, I hereby release Elkhart Community Schools, its officers, employees, and agents from any and all claims and damages arising from misuse, or inability to use the Internet, loss of personal information or data, or information retrieved through the use of the corporation's technical resources.
- D. I understand that any violation of Board Policy 7540.03 is unethical and may constitute a violation of the law. Should any violation of the policy and/or criminal code be committed, I understand and agree that my (child's) access privileges are subject to revocation, school disciplinary action up to and including expulsion may be taken, and/or appropriate legal action may be taken.

(Student Name)/(Student Signature)/(Date)

I understand that any violation of Board Policy 7540.03 is unethical and may constitute a violation of the law. Should any violation of the policy and/or criminal code be committed, I understand and agree that my [child's] access privileges are subject to revocation, school disciplinary action up to and including expulsion may be taken, and/or appropriate legal action may be taken.

As the parent or guardian of this student, I agree that my child will abide by Board Policy 7540.03 relating to acceptable use of the school corporation computer system and the Internet. I understand that this access is designed for educational purposes. However, I also recognize it is impossible for the school corporation to restrict access to all controversial materials and I will not hold the school corporation or its employees or agents responsible for materials acquired on the Internet.

I further agree that I will assume full responsibility for any and all costs, financial and otherwise, that may be incurred by the student while using Elkhart Community Schools provided access to the Internet when such costs have not been authorized or approved by the school corporation.

I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

(Parent Name) / (Parent Signature) / (Date) (Parent

Book	Policy Manual
Section	7000 Property
Title	PROPOSED NEW POLICY - STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY
Code	po7540.06
Status	First Reading
Last Reviewed	January 14, 2025

7540.06 - STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The School Board provides School Corporation Technology Resources and Information Resources (as defined by Bylaw 0100 - Definitions) to support the educational and professional needs of its staff and students. The Board provides staff with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students and to facilitate the staff's work. The Corporation's computer network and Internet system do not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

The Board regulates the use of Corporation Technology Resources and Information Resources by principles consistent with applicable local, State, and Federal laws, and the Corporation's educational mission. This policy, its related administrative guidelines, Board Policy 7544 - Use of Social Media and AG 7544 - Use of Social Media, and any applicable employment contracts and collective bargaining agreements govern the staffs' use of the Corporation's Technology Resources and Information Resources and staff's personal communication devices (PCDs) when they are connected to the Corporation's computer network, Internet connection and/or online educational apps and services, or when used while the staff member is on Corporation-owned property or at a Corporation-sponsored activity (see Board Policy 7530.02 - Web Content, Apps and Services).

Users are prohibited from engaging in actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like) when using Corporation Technology Resources and Information Resources. Because its Technology Resources are not unlimited, the Board also has instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right to or expectation of privacy when using Corporation Technology Resources and Information Resources (including but not limited to privacy in the content of their personal files, e-mails, and records of their online activity when using the Corporation's computer network and/or Internet connection).

Staff members are expected to utilize Corporation Technology Resources and Information Resources to promote educational excellence in our schools by providing students with the opportunity to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources in enriching educational activities. The instructional use of the Internet and online educational services will be guided by Board Policy 2520 - Selection of Instructional Materials and Equipment.

The Internet is a global information and communication network that provides students and staff with access to up-to-date, highly relevant information that will enhance their learning and the education process. Further, Corporation Technology Resources provide students and staff with the opportunity to communicate with other people from throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges and responsibilities.

The Corporation may not be able to limit access technologically through its Technology Resources to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past, when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection

criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources which may not have been screened by educators for use by students of various ages.

The Board prohibits the sending, receiving, viewing, or downloading of materials that are harmful to minors on computers and other technology related devices owned or leased by the Corporation or connected to the Corporation's computer network.

The Board prohibits an employee from using Corporation Technology Resources and Information Resources to:

- A. engage in lobbying (as defined in I.C. 2-7-1-9) that is outside the scope of the employee's duties;
- B. engage in illegal activity; or
- C. violate the Corporation's cybersecurity policy (if applicable).

Pursuant to Federal law, the Corporation has implemented technology protection measures that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act or I.C. 35-49-2-2. At the discretion of the Board or Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using Corporation Technology Resources and Information Resources if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures without express written consent of an appropriate administrator will be subject to disciplinary action, up to and including termination.

The Superintendent may unblock temporarily or permanently access to websites or online educational apps and services containing appropriate material if access to such sites has been blocked inappropriately by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protective actions of the technology protection measures. The Superintendent or also may disable the technology protection measures to enable access for bona fide research or other lawful purposes.

Staff members will participate in professional development programs in accordance with the provisions of law and this policy. Training shall include:

- A. the safety and security of students while using e-mail, chat rooms, social media, and other forms of direct electronic communications;
- B. the inherent danger of students disclosing personally identifiable information online;
- C. the consequences of unauthorized access (e.g., "hacking," "harvesting," "digital piracy," "data mining," etc.), cyberbullying and other unlawful or inappropriate activities by students online; and
- D. unauthorized disclosure, use, and dissemination of personally identifiable information regarding minors.

Furthermore, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above, and staff members will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

The disclosure of personally identifiable information about students online is prohibited.

Building principals are responsible for providing training so that users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the Corporation Technology Resources. All users of Corporation Technology Resources are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

Staff will be assigned a school email address that they are required to utilize for all school-related electronic communications, including those to students, parents, and other constituents, fellow staff members, and vendors or individuals seeking to do business with the Corporation.

Staff members are responsible for good behavior on Corporation Technology Resources and Information Resources, i.e., behavior comparable to that expected when they are in classrooms, in school hallways, on other school premises and at school-sponsored events.

Communications on Education Technology are often public in nature. The Board does not approve any use of its Technology Resources and Information Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines and Board Policy 7544 - Use of Social Media and its accompanying guidelines.

Staff members' use of Corporation Technology Resources and Information Resources to access or use social media shall be consistent with Board Policy 7544 - Use of Social Media and its accompanying guidelines.

An employee's personal or private use of social media may have unintended consequences. While the Board respects its employees' First Amendment rights, those rights do not include permission to post inflammatory comments that could compromise the Corporation's mission, undermine staff relationships, or cause a substantial disruption to the school environment. This warning includes staff members' online conduct that occurs off school property, including from the employee's private computer. Postings to social media should be done in a manner sensitive to the staff member's professional responsibilities.

General school rules for behavior and communication apply.

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action may be taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of Technology Resources and Information Resources not authorized by this Board Policy and its accompanying guidelines. Users who violate this policy will be subject to disciplinary action, up to and including termination.

The Board designates the Superintendent and the District Counsel/Chief of Staff as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to staff members' use of Corporation Technology Resources and Information Resources.

Social Media Use

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parent consent (see Board Policy 8330 - Student Records). Education records include a wide variety of information, and posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential student or employee information may be disciplined.

Nothing in this policy is intended to interfere with any school employee's rights under applicable law with respect to union organizing or collective bargaining.

Use of Artificial Intelligence/Natural Language Processing Tools

Staff are permitted to use Artificial Intelligence (AI) and Natural Language Processing (NLP) tools (collectively, "AI/NLP tools") to accomplish their job responsibilities so long as the use is ethical, responsible, and does not violate any provisions of this policy (e.g., it does not infringe on students' or staff members' privacy rights, violate their duty to maintain confidentiality related to personally identifiable information, etc).

With respect to students, it is the Board's policy that they are required to rely on their own knowledge, skills, and resources when completing school work. In order to ensure the integrity of the educational process and to promote fair and equal opportunities for all students, except as outlined below, students are prohibited from using AI/NLP tools to complete school work. The use of AI/NLP tools without the express permission/consent of a teacher is considered to undermine the learning and problem-solving skills that are essential to a student's academic success and that the staff is tasked to develop in each student. Consequently, students are encouraged to develop their own knowledge, skills, and understanding of course material rather than relying solely on AI/NLP tools, and they are expected to ask their teachers when they have questions and/or need assistance. A student's unauthorized use of AI/NLP tools is considered a form of plagiarism, and any student found using such tools without permission or in a prohibited manner will be disciplined in accordance with the Student Code of Conduct.

Notwithstanding the preceding, students are allowed to use AI/NLP tools in the school setting if they receive prior permission/consent from their teacher, so long as they use the AI/NLP tools in an ethical and responsible manner. Teachers have the discretion to authorize students to use AI/NLP tools for the following uses:

- A. Research assistance: AI/NLP tools can be used to help students quickly and efficiently search for and find relevant information for their school projects and assignments.

- B. Data Analysis: AI/NLP tools can be used to help students to analyze, understand, and interpret large amounts of data, such as text documents or social media posts. This can be particularly useful for research projects or data analysis assignments, e.g., scientific experiments and marketing research.
- C. Language translation: AI/NLP tools can be used to translate texts or documents into different languages, which can be helpful for students who are learning a new language or for students who are studying texts written in a different language.
- D. Writing assistance: AI/NLP tools can provide grammar and spelling corrections, as well as suggest alternative word choices and sentence structure, to help students improve their writing skills.
- E. Accessibility: AI/NLP tools can be used to help students with disabilities access and understand written materials. For example, text-to-speech software can help students with specific learning disabilities or visual impairments to read texts and AI-powered translation tools can help students with hearing impairments to understand spoken language.

As outlined above, under appropriate circumstances, AI/NLP tools can be used effectively as a supplement to but not a replacement for traditional learning methods. Consequently, with prior teacher permission/consent, students can use AI/NLP tools to help them better understand and analyze information and/or access course materials. If a student has any questions about whether they are permitted to use AI/NLP tools for a specific class assignment, they should ask their teacher.

This policy shall be posted on the Corporation's website.

P.L. 106-554 (2000), Children's Internet Protection Act

47 U.S.C. 254(h)(1)(B), Communications Act of 1934, as amended (2003)

18 U.S.C. 1460

18 U.S.C. 2246

18 U.S.C. 2256

20 U.S.C. 6301 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)

20 U.S.C. 6777, 9134 (2003)

47 C.F.R. 54.500 - 54.523

I.C. 2-7-1-9

I.C. 20-26-5-40.5

I.C. 35-49-2-2

Cross References

po0100 - DEFINITIONS

po2520 - SELECTION OF CURRICULAR MATERIALS, SCHOOL LIBRARY MATERIALS, AND EQUIPMENT

po7530.02 - STAFF USE OF PERSONAL COMMUNICATION DEVICES

po7540 - TECHNOLOGY

po7544 - USE OF SOCIAL MEDIA

po7540.09 - ARTIFICIAL INTELLIGENCE

po8330 - STUDENT RECORDS

ag7544 - USE OF SOCIAL MEDIA

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Book	Policy Manual
Section	7000 Property
Title	PROPOSED NEW POLICY - ARTIFICIAL INTELLIGENCE ("AI")
Code	PO7540.09
Status	First Reading
Last Reviewed	January 14, 2025

7540.09 - ARTIFICIAL INTELLIGENCE ("AI")

The School Board recognizes the positive impact that artificial intelligence ("AI") technology may have on the School Corporation's educational program and operations. The Superintendent is authorized to support the use of AI technology when its use is consistent with the Corporation's mission, goals, and operational integrity.

Any use of AI technology in the Corporation's educational program or operations must be in accordance with State and Federal law as well as Board policies including, but not limited to, the following: Board Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs and Activities; Board Policy 5136 - Personal Communication Devices; Board Policy 5500 – Student Conduct; Board Policy 7540.03 – Student Technology Acceptable Use and Safety; Board Policy 7540.06 – Staff Technology Acceptable Use and Safety; Board Policy 8330 – Student Records; Board Policy 8350 - Confidentiality; and Board Policy 8351 - Security Breach of Confidential Databases.

Violation of this policy may result in disciplinary consequences. Students may be disciplined for violations, up to and including suspension or expulsion. Staff may be disciplined for violations, up to and including suspension or termination of employment. The Administration will refer any illegal acts to law enforcement.

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